

C# 5545
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UNITED STATES POSTAL SERVICE

OPINION AND AWARD

And

Regular Arbitration

NATIONAL ASSOCIATION OF
LETTER CARRIERS, AFL-CIO

Issues: Special Mail Counts and Route
Inspections; Effect of Grievance
Settlement

Case Nos. C4N-4J-C 6365 (Michael B. Ruggio)
C4N-4J-C 4720 (Harold E. Hawkins)
C4N-4J-C 6273 (William W. Bornhuetter)

Branch No. 574

Hearing Closed: November 16, 1985

Kenosha, Wisconsin

Issued: January 24, 1986

Arbitrator: Edward D. Pribble

APPEARANCES

For the NALC

Stephen D. Hult, Local Business Agent, NALC Region Seven
Edward B. Salo Jr., President Branch 574
James M. Kirby, Past President Branch 574
Harold E. Hawkins, a Grievant
William W. Bornhuetter, a Grievant
Michael B. Ruggio, a Grievant
Audrey Hawkins

For the USPS

Jeremy Lynch, MSC Director Milwaukee, Employee and Labor Relations
345 W. St. Paul Avenue
Milwaukee, WI 53203

Robert O. Westman, Postmaster, Kenosha
Thomas Karaway, Supervisor Delivery and Collections, Kenosha

JURISDICTION

Pursuant to agreement of the Parties, the arbitrator serves on the Central Region's Regular Discipline and Contract Panels.

A hearing in this matter was convened on November 5, 1985, at the Main Post Office (MPO), Kenosha, Wisconsin. Following the arbitrator's receipt of positions, contentions and evidence, the Parties had the opportunity to present oral or written argument at the hearing. At hearing, the Parties requested permission to file a post-hearing brief. This request was granted. Upon timely receipt of the briefs, the hearing was closed on November 16, 1985. This decision was delayed by the arbitrator's recuperation from surgery.

ISSUES

The issue(s) are:

Did the Employer violate the Agreement by refusing to conduct special mail count and route inspections on the routes of the Grievants? If yes, what is an appropriate remedy?

PRELIMINARY STATEMENT AND BACKGROUND

The Parties are signatories to the Agreement, Joint Exhibit No. 1, which was effective for the relevant time period. The exact nature of the Employer's methods of operation are not in contention and will not be stated unless relevant to the issues.

The Kenosha, Wisconsin, post office (the Installation) is an associate office of the Milwaukee MSC (the MSC). About one hundred and sixty-eight employees are employed at the Installation. About ninety-nine of these employees are City letter carriers and included within the portion of the bargaining unit at the Installation. About sixty-eight full time carrier and one auxiliary carrier routes are based at the Installation.

On February 27, May 30 and July 16, 1985, the Greivants timely filed the grievance(s) involved in this arbitration. The grievance(s) claimed that management failed and refused to give special route checks for letter carriers Harold E. Hawkins (Hawkins), William W. Bornhuetter (Bornhuetter) and Michael B. Ruggio (Ruggio), when the criteria had been met for these special route inspections.

When the Parties were unable to resolve this matter in the informal steps of the grievance procedure, the grievance was appealed to binding arbitration at the Regular Panel Regional level. The Parties stipulated that the grievance was processed and appealed timely through the appropriate steps of the grievance procedure. The Parties stipulated that there were no procedural nor substantive arbitrability claims. The Parties also stipulated that the grievance is properly before the arbitrator. Joint Exhibit Nos. 2-4.

POSITION OF THE PARTIES

The position of the Parties are summarized very briefly whenever possible without detracting from their import, but all details of their positions have been carefully considered by the arbitrator.

Union Position

The Union's position is that the USPS improperly failed and refused to give special route inspections to the Grievants. In support of this position, the contentions of the Union are:

1. Throughout the grievance procedure the Employer had admitted that it violated the Agreement in all of these cases.

2. Mr. Hawkin's grievance settled in Step two. Then the Employer refused to abide by its settlement. It undermines the grievance arbitration process for a party not to abide by its settlements.

The Postmaster admitted the only reason that he did not abide by this settlement was because the MSC would not permit it.

3. The USPS refuses to hold special inspections for carriers who clearly qualified. Throughout the grievance procedure, USPS has failed to justify these actions, but simply has denied these grievances. Management stated only that the remedy requested was inappropriate.
4. The Union requests special route inspections. It has not requested a territorial adjustment.
5. M-39 (1-30-81) Joint Exhibit Nos. 5 and 1, Section 271 criteria have been fully met in these cases. The language of this M-39 is mandatory that the special mail count and route inspections be done by USPS. USPS does not deny that these criteria have been met. USPS response at hearing was that management chose to meet the problems in other ways.
M-39 (1-30-81), Sections 210-237, Joint Exhibit No. 6, discusses how to conduct a special route examination. Whether or not relief is given to the carrier depends on the results of the examination.
6. The basic premise of the Agreement is that letter carrier work is divided into eight hour units. Employees bid accordingly.
7. The Union strenuously objects to the admission into evidence of Employer Exhibit Nos. 1-3. They are not the best evidence available, because the Employer refuses to use Form 3996, as it is contractually required. Because of this, the Union is not able to verify the data on these exhibits. This evidence or similar documents was not produced earlier in the grievance process. This failure deprived the Union of its contractual right to verify or rebut the information. Both Parties' witnesses testified that information concerning the amount of auxiliary assistance given to carriers is required to be on Form 3996.
8. Even by the Employers Exhibit Nos. 1-3, these three routes are not eight hour routes, which the Grievants are contractually entitled to. When this occurs, the Unit and Union are denied the maximum number of full time assignments.
9. Remedy.
 - a. Order Kenosha management to conduct the special inspections.
 - b. If the special inspections show that these route(s) are more than eight hour route(s), then USPS make permanent adjustments to make these routes eight hour routes.
 - c. M-39, Section 271(g) specifies that management has four weeks from request to special examination. Union requests that these examinations begin within two weeks from the arbitrator's award.

10. The Union further requests that to make the Grievant's whole, for the time that they have been required to work more than eight hours daily, the Grievants be paid at the double time rate. Several arbitrations are presented in support of the arbitrator's authority to grant this remedy.
 - a. USPS and NALC, Rossville, Georgia, (April 3, 1979) National Case No. NC-S-5426 (Arbitrator Howard G. Gamser).
 - b. USPS and NALC, (July 7, 1980) National Case No. N8-NA-0141 (Arbitrator Richard Mittenthal), authority of arbitrator to fashion remedies for addressing contractual violations and maximization of full time assignments.
 - c. NALC and USPS, Las Vegas, Nevada (February 10, 1983) Regional Case No. W8N-5K-C 13928 (Arbitrator William Eaton), reason(s) for monetary remedy for contractual violations.
 - d. NALC and USPC, North Hollywood, California (December 6, 1984) Regional Case No. WIN-5G-C 24783 (Arbitrator William Eaton). Overtime opportunities grievance. Grievant granted fifteen hours overtime. Repeated violation of posting requirement.
 - e. APWU and USPS, Youngstown, Ohio (June 21, 1983), Regional Case No. CIC-4E-C 5244 (Arbitrator Bernard Dobranski). Fifty percent additional pay granted for improperly forcing Grievant to work a holiday.
 - f. Three additional regional cases were presented.
11. The arbitrator should fashion some other appropriate compensation remedy, if he rejects the double pay remedy.
12. M-39 Section 271(g) is language negotiated between the Parties. It mandates special route inspections under certain conditions. The purpose of special route inspections is to make the work assignments as close to eight hours as possible.
13. M-39 Section 243.21 allows auxiliary assistance as temporary relief. The permanent relief does not allow auxiliary assistance as one of those solutions.
14. Double time remedy is requested only for violations of the Agreement in this case, not as a contractual right, to remedy the wrongs in these particular cases.
15. The Union requests that the arbitrator write a very detailed award which specifies the remedial authority of arbitrators and which is enforceable in court, if necessary.

USPS Position

The USPS position is that it acted in accordance with the Agreement, Joint Exhibit No. 1 and that the grievance should be denied in its entirety. In support of the position, the USPS contentions are:

1. The purpose of M-39, Section 271 is to get the route(s) in compliance with the eight hour requirement.

2. Under M-39 Section 243.21 management have a variety of methods that it may use in providing relief to routes. Joint Exhibit No. 6.
3. The Employer made operational changes and gave auxiliary help in office casing or street delivery. Relief was granted to the Grievants after their grievances were filed. After the grievances were filed, the Grievants rarely worked more than eight hours. During the last two months before the hearing, the routes had not required more than eight hours to be delivered after the operational changes.
4. Management has the right to make the most efficient changes it wishes to make, M-39, Section 243.21. Management did not violate the Agreement by refusing to make a territorial adjustment. Operational changes and auxiliary assistance to these carriers was given. This is all the M-39 requires.
5. The arbitrator may not order double time. Article 15, Section 4(a), does not allow him to amend the terms and conditions of the Agreement. Article 8, Section 5F, provides the sole provision for granting double time under the Agreement. Article 8, Section 4C and 4D, explain the provision for double time. Since none of these eventualities occurred, there is no way under this Agreement that the arbitrator can grant the double time remedy requested by the Union.
6. M-39, TL-8 (1-30-81), Joint Exhibit No. 6 Section 214 required that all operations at the Installation be analyzed before any adjustment on a route may be made.
7. M-39, TL-8 (1-30-81) Section 243.2 is the adjustment procedure for providing relief to routes. 243.21a and b provides the temporary and permanent relief that may be used. After the operations analysis, after time saving devices are introduced, all the things in 243.21 must be done before an actual transfer of territory is considered.
8. The Installation management felt that the three routes involved in this grievance were overburdened. The MSC team came in and made operational recommendations. At the same time the Installation management was providing the relief required by M-39 243.1a. This relief was auxiliary assistance in the office or on the street.
9. There is no violation of the M-39 by what the Installation management did, except the technical violation of not conducting a special count. If the carriers were being forced to work overtime or if there were a dispute as to whether auxiliary assistance should be provided, perhaps there would be a valid grievance. But the Installation management and the Union had agreed that changes had to be made. Changes were made and management followed the M-39 in granting auxiliary assistance.
10. Technically, management is in violation of M-39 by not conducting special mail counts for the three routes. Bottom line is routes were adjusted by providing auxiliary assistance. These three carriers did not have to work over eight hours. If the arbitrator finds that management violated the technicality of conducting a special count to verify what

all Parties agreed to any way, then he can order special count, consistent with part 270 and 210 of M-39.

11. The Union's double time remedy is inappropriate. In most of the Union's arbitration decisions, the arbitrators fashioned the remedy where perhaps the Agreement was silent. Some were on holiday scheduling, where there citations going both ways.
12. Before 1984, the Agreement had no provision for the payment of double time under any circumstances in the USPS.

In 1984 negotiations, the Union obtained double time under certain conditions. Article 8, Section 4, subsections C, D, and E define overtime. Article 8, Section 5, subsection F provides completely and concisely for the arbitrator's limits to award double time. This is the sole contractual provision for paying for double time.

Nowhere else in the Agreement or in a manual is double time provided for. None of the Grievant's fall under the 5F category. If there was a contravention of 5F, they were paid at double time rate.

13. Article Eight, Section Four provides for one and one-half time pay for overtime. The Grievants were paid accordingly.
14. The Union is in effect asking for a new article in the Agreement called punitive damages. Article fifteen, Section four, subsection A(6) limits the arbitrators authority. The arbitrator has no authority to award punitive damages for contractual breaches. If arbitrator grants double time, this conflicts with the Agreement Article Eight, which is the sole authority for granting overtime pay and how it is paid.
15. Management will send citations to this arbitrator, which limit the arbitrators right to fashion remedies like double time.

DISCUSSION

On the basis of the foregoing and all the evidence, it is concluded that the grievance is sustained..

This Opinion and Award should not be interpreted as reflecting adversely on the integrity of the principals. At the hearing in this proceeding, each of them behaved in a manner that indicated sincere attempts to provide open and convincing argumentation in support of their respective positions. Nevertheless, this Opinion and Award is based upon standards of contract and grievance application and interpretation, which are accepted by representatives of management, labor, and neutrals.

In his evaluation of all the evidence, the totality of the circumstances, and the testimony of all witnesses, the following was determined by the arbitrator to be most credible. Evidence which is inconsistent with these findings has not been credited. The basic reasons for the Award are the following:

1. In all contract application determinations in this Opinion and Award, this arbitrator has utilized the primary rule in construing a labor agreement and related documents, which is to determine from the instrument as a whole the true intent of the Parties and to interpret the meaning of a questioned word or part with regard to the connection in which it is used, the subject matter and its relation to all other parts or provisions, and to apply it accordingly.

Moreover, as Arbitrator Updegraff stated in John Deere Tractor Company, 5 LA 631, 631 (1946):

It is axiomatic in contract construction that an interpretation which tends to nullify or render meaningless any part of the contract should be avoided because of the general presumption that the Parties do not carefully write into a solemnly negotiated agreement words intended to have no effect. (Elkouri and Elkouri, How Arbitration Works, Fourth Edition, p. 353.)

As stated by Elkouri, supra, p. 354, "When one interpretation of an ambiguous contract would lead to harsh, absurd or nonsensical results, while an alternative interpretation, equally consistent, would lead to just and reasonable results, the latter interpretation will be used."

2. By letter dated January 27, 1985, Hawkins requested a route adjustment or route inspection. This was discussed at the Step One meeting on February 27.

In the March 22, 1985, dated Step Two Decision, Robert Westman (Westman) the Installation Postmaster stated in effect that the increased volume of mail over the preceding periods required a route adjustment to bring the route within the eight hour range. Because Hawkins was an older carrier and had recently returned to full time duty after physical problems, the Postmaster decided to complete the route adjustment by April 6. He said that auxiliary assistance would be given for temporary relief. This grievance was settled on this basis.

Hawkins was about sixty-one years old with about twenty-nine years as a letter carrier.

On April 22, the Union asked management why Hawkins route had not been adjusted, as agreed. Management stated because of the many routes being adjusted, it would take until May 13, 1985. Physical evidence of the route cuts to be made were shown to the Union.

On May 13, 1985, the Postmaster told the Branch 574 President that all route adjustments were suspended indefinitely.

Hawkins filed a new grievance, based on the refused to honor the settlement and the refusal to adjust his route to eight hours work.

In the June 11, 1985, Step Two Decision, the Postmaster admitted that Hawkins route (number 33) was overburdened. The Postmaster stated that until procedural changes in the office regarding mail flow were made,

auxiliary assistance was all that could be given. The Postmaster denied penalty overtime because Hawkins was paid regular overtime.

The Step Three Decision denied this grievance only on the basis the remedy requested is inappropriate.

About July 1985 management ordered Hawkins not to work more than eight hours. If there was more than eight hours work on his route, mail was curtailed or auxiliary assistance was provided. After September very little auxiliary assistance was provided.

3. The Hawkins grievance is sustained in its entirety. It is sustained because the Employer refused and failed to honor its settlement under Article 15, Section 2, Step 2 of the Agreement. Below, it is also sustained on a separate independent ground.
4. About February 25, 1985, Ruggio requested a special route inspection. Management accepted that Ruggio's route met all the criteria for a route inspection. Later the Installation management told Ruggio the specific reduction in about fifty-three stops on his route that would be made. These adjustments were never implemented. Installation management said the MSC stopped their implementation.

Installation management told the Union that the Employer could not give any route adjustments, because the MSC was going to audit the Installation.

Ruggio was given auxiliary assistance eight or more times in September.

Management never performed a special route inspection on Ruggio's route. Management did a one day mail count. It found that Ruggio daily was performing twenty-five minutes more work than required.

Ruggio's work has been kept to eight hours by curtailing mail and providing auxiliary assistance, both temporary relief methods.

5. Except near Christmas, overtime is voluntary for the carrier craft at the Installation.
6. Bornhuetter has been a carrier for more than ten years. In March 1985 he requested a route inspection.

The Installation management said that they were contemplating a massive route adjustment and they then would adjust Bornhuetter's route. Later, at a meeting with all the carriers, the Installation management said that the MSC would not allow any route adjustments.

Bornhuetter has worked some overtime. Occasionally, he has been given auxiliary assistance. Mail has been curtailed many times on his route.

7. At all steps of the grievance procedure the Employer admitted that its conduct violated the Agreement for all three Grievants.
8. For the first time at the arbitration hearing the Employer representatives raised certain facts, arguments, and contractual authority. These essentially were that the three routes had been reduced to eight hours by

nonterritorial adjustments and therefore management was required to take no further action.

In order to expedite the hearing and to produce a record that would reasonably allow this arbitrator to properly resolve these matters after consideration of the entire record, these facts and supporting arguments and contractual authority were conditionally received at the hearing.

The Parties by various provisions of the Agreement have clearly agreed that their grievance procedure will not function effectively and too many cases will go to arbitration if the first disclosure of facts, issues, argument and authorities is made at the arbitration hearing.

For example Article Fifteen, Section 3(a) states:

The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end.

One of the best methods for the Parties to reduce their arbitration costs is to more strictly require its representatives to adhere to these provisions of the Agreement.

This arbitrator is bound by and fully agrees with National Awards between the Parties that the provision of Article Fifteen requiring that all facts and arguments relied upon by both Parties must be fully disclosed before the case is submitted to arbitration should be strictly enforced. For example, USPS and NALC, (April 12, 1983) National Case No. H8N-5B-C 17,682 (Arbitrator Benjamin Aaron); and USPS and NALC, Branch 220, Helena, Montana (September 21, 1981) National Case No. N8-W-0406 (Arbitrator Richard Mittenthal).

For this arbitrator there is only one very narrow exception. See my discussion in USPS and NALC Branch No. 11 Chicago, Illinois (January 6, 1986) Regional Case No. C4N-4D-D 4741 pp. 8-10. This exception does not apply in the current case.

Therefore, in this case this arbitrator has given no consideration to any of the arguments, facts and authorities first advanced by the Employer for the first time at the arbitration hearing. These arguments, authorities and essential facts were available to the Employer prior to the arbitration hearing and were not given to the Union for its consideration of possible settlement of this case, or opportunity to refute them.

9. From the entire record it is concluded that the requirements for route inspections of the M-39, Section 271a, e, and h have been met by the routes of all three Grievants, Joint Exhibit No. 5.

At all times material until the date of the hearing all three routes required substantially more than eight hours to perform their regular work load. They fully qualified under the M-39's for route inspections.

The MSC decided to provided as permanent relief auxiliary assistance or authorizing necessary overtime. These methods are authorized by M-39 (1-30-81) Section 243.2, Joint Exhibit No. 6, as temporary relief.

Mail also was curtailed solely to avoid the need for the special route inspections.

The purpose of a special route inspection is to analyze what particular changes, if any, a route needs to bring the route into compliance with the USPS requirement of eight hours work for carrier's assignments.

The situation in this may be analogized to one of an arm with multiple fractures. In order to give proper medical treatment all of fractures must be treated. However before proper treatment can be administered, the extent and location of the fractures must be determined. In this case one of the contractually required methods for determining the extent and locations of problems is the route inspection. When used properly it is also a tool for increased efficiency.

10. The MSC is ordered to approve, within twelve calendar days, from the issue date of this Opinion and Award, special route inspections for the routes of the Grievants. The Installation personnel shall perform these special route inspections within forty calendar days from the date of this Opinion.

Any needed adjustments indicated by these route inspections to bring these routes to eight hours regular work shall be made by permanent adjustments within sixty calendar days from the date of this Opinion and Award.

11. The remaining issue is the Union's request for double time pay to the Grievants for the overtime worked or other appropriate remedy.

Two remedy issues were raised by the arguments and evidence. First what are the remedial powers/authority of the arbitrator under the Agreement? Second, if the arbitrator's authority includes awarding double overtime pay or other remedies, what is an appropriate remedy under all the circumstances of this case?

The Union, as noted above in Position of the Parties, provided substantial authority in support of its position.

Until the arbitration hearing, the Employer merely asserted that this remedy was inappropriate or that the Grievant was correctly paid for any overtime worked.

At the arbitration hearing for the first time the USPS presented several arguments and Agreement authorities as noted above in the USPS Position. Essentially these arguments were that Article 15, Section 4(a) prohibited arbitrators from awarding double time pay unless the situation fell within the situation stated in Article Eight, Section 5F. The USPS representative asserted that arbitration awards under the Agreement supported this position. This arbitrator requested copies of these awards, especially any where double time was requested and denied and

where grievants were paid one and one-half time. The arbitrator granted USPS the time it requested to provide these awards.

No awards were provided by the USPS to the arbitrator. Rather the USPS submission stated that "no cases were found where arbitrators used double pay as a remedy. The grievants were paid the applicable rate required by Article 8 of the National Agreement." In contrast the Union has presented a number of arbitration awards in support of its position.

First the USPS position is denied for the various reasons stated in Discussion, Section 8, for first presenting its facts, arguments, and authorities at the arbitration hearing.

As a second independent ground, it is well established under the Agreement that monetary compensation is appropriate when failure to provide employee(s) with contractual opportunities or benefits was caused, as in this case, by a flagrant disregard or defiance of contractual obligations or repeated same or similar contractual violations. The powers of arbitrators to provide for appropriate remedy for violations of the agreement are clearly within the inherent powers of arbitrators, when no specific provisions of the agreement define the nature and extent of the arbitrator's powers. Generally, arbitrator's rule that their appointment includes an implicit power to specify appropriate remedy(ies). The United States Supreme Court has made it very clear that broad remedial powers reside in arbitrators. The need for such broad power has generally been recognized by the federal courts which usually have held that in the absence of restrictive language in a collective bargaining agreement, the arbitrator has power to fashion a remedy appropriate to the case before the arbitrator. See Steelworkers v. Enterprise Wheel and Car Corp., 363 U.S. 593, 46 LRRM 2423 (1960) (one of Steelworkers Trilogy cases). There is the need for flexibility in meeting a wide variety of situations. The drafters of the agreement may have never thought about what particular remedy(ies) should be awarded to meet a particular contingency. Enterprise Wheel, p. 597, LRRM 2425.

For a fuller discussion of these principles, see Remedies In Arbitration, (1981) Chapter 2, Sources of Remedial Authority pp. 7-39, Hill and Sinicroppi; Practice and Procedure in Labor Arbitration, Second Ed., Owen Fairweather, Chapter XVIII Remedies pp. 494-556 and cases and articles cited therein; How Arbitration Works, Fourth Edition, pp. 285-292, 536-537 Elkouri and Elkouri and cases and articles therein.

Article 15.4A, (6) of the Agreement states

All decisions of arbitrators shall be limited to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended, or modified by an arbitrator.

This arbitrator finds that this provision in this case would not allow this arbitrator to create a continuing right to double pay overtime for future similar situations. However, it does not prohibit a double time pay to remedy flagrant contractual violations. See for example Gamser Award above.

In the 1979 Gamser National Award, above, a monetary award was granted for a lost overtime opportunity when the contract provisions only included provisions allowing an opportunity for overtime; In the 1983 Eaton Award four hours pay at the regular rate was awarded to employees who were not solicited to volunteer for holiday work. This was done even though the parties had provided for specific and numerous remedies for violations of the holiday article, but had provided none for this violation. Eaton applied the common law maxim "There is no right without a remedy"; 1984 Eaton Award above (Fifteen hours pay at overtime rate for repeated violation of posting requirement); 1983 Dobraski Award above (Pay additional fifty percent for the designated holiday the Grievant was forced to work or excusing her from the next mandatory holiday, if she does not want to work); Bowles and Haber Awards, Union Exhibit Nos. 8 and 9, above (USPS reimbursed Grievant for doctor's certificate stating the Grievant's incapacity to work, even though no contractual provision provided for this monetary payment); June 29, 1981 Elliot H. Goldstein Award, Union Exhibit No. 10 (One and one-half time premium pay for all hours worked under an improper work assignment).

Without clear evidence in this record that the Parties anticipated some way to make whole the three Grievants, who have been harmed by clear and repeated breaches of the Agreement, some monetary award is needed for the Grievants. Unlike the Gamser award, no restructuring of future opportunities or equalization formula applies here. In this case the three Grievants have been required to work overtime they should not have worked. No possible future remedy can return this time to them. Moreover, it would be an insufficient remedy here merely to instruct the MSC not to breach the Agreement in the future. This remedy will make the Grievants as whole as possible at this time.

The Employer is ordered to pay Hawkins (April 7, 1985, and thereafter) Bornhuetter (June 1, 1985, and thereafter) and Ruggio (April 15, 1985, and thereafter) one extra hour's pay at their regular rates of pay for each and every day (for the periods indicated immediately above) that each Grievant has worked overtime until the results of their special route inspections are implemented. If the arbitrator has the power to so direct, these monies shall be paid from the MSC budget, rather than the Kenosha Installation's budget.

AWARD

The grievance is sustained.

The Employer is directed to conduct the special route inspections and pay the monies to the Grievants, as stated in the Opinion.

Dated: January 24, 1986
at St. Cloud, Minnesota

Edward D. Pribble
Edward D. Pribble, Arbitrator