

REGULAR ARBITRATION PANEL

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| In the Matter of Arbitration |) | GRIEVANT: Class Action |
| |) | POST OFFICE: Nashville, TN 37230 |
| Between |) | |
| UNITED STATES POSTAL SERVICE |) | CASE NO.: C11N-4C-C 15261401 |
| and |) | NALC DRT NO.: 08-350786 |
| THE NATIONAL ASSOCIATION OF LETTER CARRIERS |) | |

BEFORE: Glenda M. August, Arbitrator

APPEARANCES:

For the USPS: Dorethea Chatman

For the NALC: Corey Walton

Place of Hearing: Nashville, TN. 37230

Date (s) of Hearing: December 8, 2015

Briefs Received: January 19, 2016

Date of Award: January 29, 2016

Relevant Contract Provision: Article 8

Contract Year: 2011-2016

Type of Grievance: Contract

AWARD SUMMARY: The grievance is sustained. Management shall "cease and desist" violating Article 8 by assigning overtime to Non-ODL and WAO Letter Carriers on and off their routes prior to maximizing OTDL Letter Carriers to 12 hours per day or 60 hours per week. Remedy is granted as defined in the body of the award.

RECEIVED

Glenda M. August

GLENDA M. AUGUST
Arbitrator

FEB - 9 2016

VICE PRESIDENT'S
OFFICE
NALC HEADQUARTERS

I. ISSUE (S)

1. Did Management violate Articles 3, 8, and 19 of the National Agreement when they forced Non-ODL and Work Assignment Only carriers to work off their assignments prior to utilizing ODL carriers to their maximum extent? If so, what is the appropriate remedy?
2. Did management violate Articles 15 and 41 of the National Agreement when they failed to abide by past cease and desist of utilizing Non-ODL and WAO Letter Carriers to work off their assignments prior to utilizing ODL carriers to their maximum extent? If so, what is the appropriate remedy?

II. RELEVANT CONTRACT PROVISIONS

**ARTICLE 3
MANAGEMENT RIGHTS**

The Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

- A. To direct employees of the Employer in the performance of official duties;
- B. To hire, promote, transfer, assign, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;
- C. To maintain the efficiency of the operations entrusted to it;
- D. To determine the methods, means, and personnel by which such operations are to be conducted;
- E. To prescribe a uniform dress to be worn by letter carriers and other designated employees; and
- F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

(The preceding Article, Article 3, shall apply to City Carrier Assistant Employees.)

ARTICLE 8 HOURS OF WORK

Section 5. Overtime Assignments

When needed, overtime work for full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

A. Employees desiring to work overtime shall place their names on either the "Overtime Desired" list or the "Work Assignment" list during the two weeks prior to the start the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list. Employees may switch from one list to the other during the two weeks prior to the start of the calendar quarter, and the change will be effective beginning that new calendar quarter.

B. "Overtime Desired" lists will be established by craft, section or tour in accordance with Article 30, Local Implementation.

C.1. (RESERVED)

C.2.a. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the "Overtime Desired" list.

b. During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the "Overtime Desired" list.

c. In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated quarterly.

d. Recourse to the "Overtime Desired" list is not necessary in the case of a letter carrier working on the employee's own route on one of the employee's regularly scheduled days.

D. If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.

E. Exceptions to C and D above if requested by the employee may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, deaths).

F. Excluding December, no full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled

days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week.

G. Full-time employees not on the "Overtime Desired" list may be required to work overtime only if all available employees on the Overtime Desired" list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week.

Employees on the "Overtime Desired" list:

1. may be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty overtime pay set forth in Section 4.D for contravention of Section 5.F); and
2. excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more than sixty (60) hours of work in a service week.

However, the Employer is not required to utilize employees on the "Overtime Desired" list at the penalty overtime rate if qualified employees on the "Overtime Desired" list who are not yet entitled to penalty overtime are available for the overtime assignment.

[see Memos and Letter of Intent, pages 172-176]

ARTICLE 19 HANDBOOKS AND MANUALS

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions.

III. FACTS

Management at the Nashville Post Office, on June 15, 2015, mandated a Work Assignment Only (WAO) letter carrier to work on his non-scheduled day before maximizing the Overtime

Desired List (OTDL) carriers up to their 12-hour maximum. Another WAO letter carrier was also forced into an overtime status off his regular assignment prior to utilizing OTDL carriers who were not maximized. The total time utilized by WAO carriers was 9.45 hours yet OTDL carriers were available for 26 hours before their 12 hour maximums. The union alleged that this was done in violation of Article 8 and cited several previous precedent setting Step B decisions which ordered Management to “cease and desist” violating Article 8 when assigning overtime. The parties failed to resolve the grievance which is before this Arbitrator for decision pursuant to the National Collective Bargaining Agreement between the parties, USPS and NALC from 2011 - 2016.

IV. UNION’S CONTENTIONS

The Union contended that Management at the Nashville, Tennessee Post Office continues to blatantly violate Articles 8 and 15 of the Joint Contract Administration Manual (JCAM). The Union held that the sheer volume of precedent-setting Step B and Formal Step A decisions that have been violated for the same Article 8 issue is staggering. They further contended that Management continued to force non-overtime desired list (Non-ODL) carriers into an overtime status off their own assignments when carriers on the OTDL and CCAs were available to do the work.

The Union cited page 18-7 of the JCAM, Article 8.5, and Page 8-17 of the JCAM which stated in part:

Mandatory Overtime

One purpose of the Overtime Desired List is to excuse full-time carriers not wishing to work overtime from having to work overtime before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment on a regularly scheduled day, management must seek to use a carrier from the ODL, even if the ODL carrier would be working penalty overtime.

Article 8.5G

Full-time employees not on the “Overtime Desired” list may be required to work overtime only if all available employees on the “Overtime Desired” list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week.

JCAM Page 8-17

National Arbitrator Mittenthal ruled in H4N-NA-C-21, April 11, 1986 (C-5860) that an employee on the ODL does not have the option of accepting or refusing work over eight hours on a nonscheduled day, work over six days in a service week or overtime

on more than four of the five scheduled days in a service week; instead an employee on the ODL must be required to work up to 12 hours in a day and 60 hours in a week before management may require employees not on the ODL to work overtime.

The position of the Union was that Management's violations were continuous and egregious. They noted that there are some 200 precedent-setting Step B team and Formal Step A decisions from this West Station in the Nashville Installation and another 100 past Step B decisions from the Nashville Installation over the same Article 8 issues. The Union argued that Management made a recent decision to stop paying Non-OTDL letter carriers for Article 8 violations and that is why they are here arguing their position in this grievance. They averred that prior Step B and Formal A decisions have already set the precedent for paying both Non-OTDL and OTDL letter carriers in the Nashville Installation when a violation was proven.

In response to Management's argument that there is an established Window of Operation (WOO) and Dispatch of Value (DOV) which justified their assignment of overtime to Non-OTDL letter carriers, the Union argued that letter carrier clock rings demonstrated that the WOO was regularly surpassed and there are over 100 Step B decisions where Management claimed a WOO existed but it was never recognized by the Step B team. In each of the grievances decided, the Union noted that Management was instructed to cease and desist violating Articles 8 and 15 of the JCAM. They added that the same Step B team which imposed the instant grievance issued the following decision in case number B4-00490-13, dated April 24, 2014:

Management contends to have a daily requirement to be responsible for developing and maintaining their units at a high degree of efficiency and for assuring that USPS standards are maintained. The decisions were made based upon the determination available ODL carriers would not be sufficient to meet the expected personnel requirements necessary for the days final dispatch. Unscheduled carrier absences leave Management with no choice but to utilize the available assistance. Management contends there is not sufficient mail available to allow ODL letter carriers in the West Station to report earlier in the morning."

The DRT notes the Union has submitted five prior Step B Decisions in the file as documentation for previous remedies awarded to the Union for similar infractions in the West Station. The DRT determines the precedent setting decisions included in the grievance file for the West Station instructs the parties of the appropriate remedies for Article 8 violations."

The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. The DRT issues Management of the West Post Office an additional cease and desist in the Violation of Article 8 of the National Agreement by assigning overtime work to Non-ODL carriers prior to maximizing those carriers on the ODL. The DRT agrees the following ODL and Non-ODL carriers will be compensated a one-time lump sum payment, less all applicable deductions which will be processed by the DRT in GATS.

The Union maintained that on page 15-8 of the JCAM, both parties agreed to the following language:

A step B decision establishes precedent only in the installation from which the grievance arose. For this purpose precedent means that the decision is relied upon in dealing with subsequent similar cases to avoid the repetition of disputes on similar issues that have been previously decided in that installation.

The Union also cited page 41-17 of the JCAM with the following relevant language:

In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolution on the same issue and it appears that a "cease and desist" remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance.

The Union contended that the precedent-setting decisions of the DRT have no statute of limitations and Article 41 justifies the escalated remedies that have been asked for based on Management's continued and egregious violations. According to the Union, the disk they submitted with their moving papers included more than 500 past decisions from the Nashville Installation. Those past decisions have awarded Administrative Leave to non-ODL letter carriers for Management's continued and egregious violations of Article 8. They added that the disk also demonstrated that carriers are out regularly past Management's alleged Dispatch of Value. They contended that a call to the Plant verified that any mail delivered there prior to 9:30 pm would be postmarked that same day; a statement that was not rebutted by Management. Finally, the Union contended that Management did not provide one document, or contention that there has ever been a grievance decision from any one of the stations within the Nashville Installation which was denied because Management scheduled carriers based on a Window of Operation or Dispatch of Value.

Based upon their foregoing contentions, the Union requested that this Arbitrator sustain the grievance and grant its' requested remedy in its' entirety.

V. MANAGEMENT'S CONTENTIONS

In the instant case, Management contended that they only maintained the efficiency of the operations entrusted to it, by utilizing the personnel necessary to meet the customers' needs that are consistent with applicable laws and regulations. Management further contended that on the date in question, June 15, 2015, they met their Window of Operations (WOO) in order to make timely dispatch of their outgoing mail. According to Management, they utilized simultaneous scheduling and therefore there was no violation of the National Agreement when they scheduled non-Overtime Desired List (OTDL) employees to perform overtime on June 15, 2015.

It was the position of Management that on the date that is the subject of the instant grievance, ODL carriers worked overtime on their own routes, cased other routes, or carried mail on other routes and all full-time carriers and city carrier assistants returned timely to the office to make the dispatch of value (DOV). Management contended that each grievance must stand on its own facts and circumstances and in the case at bar ODL carriers were maximized to the WOO and they disputed whether any returning ODL carriers could have been sent back out to deliver mail within the rule of reason.

Management, while denying a violation of Articles 8 and 15, also contended that the Union cannot demonstrate any agreed upon contract provision for granting administrative leave under the circumstances presented. They further contended that the Employee and Labor Relations Manual (ELM) Section 519 did not provide for granting Administrative Leave under the circumstances of this grievance. Management argued that the remedy requested by the Union in this case is unjustifiable and unjust enrichment for only ONE day of an alleged violation.

Regarding the violations alleged by the Union, Management contended that Carrier Kropp, who transferred from the Woodbine Station, and who the Union alleged was on the Work Assignment Only list, was in fact on the Overtime Desired List. Management cited page 42 of the Joint Exhibit 2 file which, in the Union's own calculations, Carrier Kropp was on the ODL.

Management testified at hearing that the schedule on page 56 of the JX-2 had not been corrected because it was the previous carrier on the route that was on the WAO list but Carrier Kropp was on the ODL and worked 10.80 hours on the date in question.

Management testified that there were legitimate and valid reasons of operational necessity for establishing a Window of Operations including consistent customer service and the need to get all carriers back to the station to time to meet the Dispatch of Value (DOV). They contended that allowing ODL carriers to work 12 hours and miss the DOV would result in gross inefficiency because truck schedules are set up to maximize plant processing capabilities which are geared towards customer service. On June 15, 2015, Management maintained, the supervisor's need to meet the required deadlines made him decide to affect one (1) non-ODL carrier and schedule him in on his non-scheduled day because they were already splitting one route. According to Management, if they had not scheduled the non-ODL, non-scheduled carrier, they would have affected four non-ODL carriers if they had to split two (2) routes. Management contended that the Window of Operation at West Station is 18:00 hours and the DOV is 18:20. They further contended that it was necessary to schedule the non-ODL, nonscheduled carrier in order to meet the DOV on June 15, 2015. Management asserted that they had the ability as well as the right to simultaneously schedule employees when there is a limited amount of time to complete work/overtime which when divided amongst multiple carriers can be completed in time to meet the Service's operational objectives. They noted that the Postal Service was in a competitive business and if they did not meet their commitments their customers would seek out the services of their competitors.

Management cited the PVS Trucks schedules on page 174 of the JX-2 as the reason for its' setting 18:00 hours as its' Window of Operations. This dispatch they say may or may not provide carriers 12 hours of available work but the reasoning has nothing to do with overtime, but is set based on service standards. Management argued that the Union had not demonstrated that the WOO was an illegitimate deadline or that it could not realistically be met.

Regarding the language of the National Agreement, Management argued that the intent of the parties took into consideration situations where ODL carriers would be worked less than 12 hours before they would find the need to go "off of the list". Management cited the language used-"up to 12 hours"- and argued that the negotiators were aware of such circumstances or they would have

simply stated they “must work 12 hours before going off the list. Management further argued that in the previous Step B and other decisions, they may have improperly forced non-ODL carriers when there were ODL’s available. They maintained that wasn’t the case in the instant grievance. Management held that when they properly maximized the ODL to the DOV, Article 8 permits the use of non-ODL carriers with no mention of any additional penalty.

Finally, Management insisted that an operational window is a reasonable exercise of Management’s Rights under Article 3 and that Article 8 does not override their power to determine the most efficient and economical means to schedule carriers as long as their actions are not arbitrary and capricious. After citing Arbitral decisions in support of their position, Management requested that this Arbitrator be compelled to deny the grievance in its entirety.

VI. DISCUSSION

Article 8.5.G

Full-time employees not on the “Overtime Desired” list may be required to work overtime ONLY if all available employees on the “Overtime Desired” list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week.

This Contract case involves alleged on-going violations of Article 8 at the Nashville, Tennessee Installation following numerous Step B Decisions that issued “cease and desist” orders regarding violations of Article 8 and 15. Specifically the Union alleges that Management at the West Station in Nashville, Tennessee violated the National Agreement when non-ODL and WAO carriers were mandated to work overtime on and off their routes before maximizing carriers on the ODL to 12 hours as required by the National Agreement and Joint Contract Administration Manual.

The National Agreement at Article 8 defines how overtime is scheduled when operationally required and Section 5 of the Article, describes the process which was agreed upon by the parties. An Overtime Desired List (ODL) was established to distinguish between those employees who requested to be voluntarily assigned to overtime on any given day. Management at the West Station in Nashville, Tennessee, on June 15, 2015, utilized WAO, non-scheduled carrier Anderson for 8 hours overtime work on his scheduled day off, prior to maximizing ODL carriers to 12 hours work. Additionally, the evidence of record (JX-2, Page 56-57, West Station Schedule and Overtime

Desired List) indicated Carrier Kropp was signed up for Work Assignment Only, although it was argued by Management that Mr. Kropp was on the OTDL 12 hour list. On the day in question, Management also utilized Mr. Kropp on overtime, off his regular work assignment, prior to maximizing the OTDL carriers to 12 hours.

Management argued that their established Window of Operations (WOO) and Dispatch of Value (DOV) gave them the right to simultaneously schedule ODL and non-ODL carriers to complete the work on June 15, 2015, in time to meet the WOO and subsequent DOV. Management cited Article 8.5D to support their position:

D. If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.

However, Article 8.5G is not silent in regards to simultaneous scheduling. Management, by virtue of the National Agreement at Article 3, has the right to mandate overtime for non-ODL carriers, however, it must do so while adhering to the remaining covenants of the Bargaining Agreement. Specifically, Article 8.5G states:

Article 8.5.G

Full-time employees not on the "Overtime Desired" list may be required to work overtime **ONLY** if all available employees on the "Overtime Desired" list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week.

The parties were very specific in their language and gave no scenarios which included simultaneous scheduling "**Prior**" to utilizing OTDL employees 12 hours in a day or 60 hours in a week. There is no Window of Operation mentioned, nor does the Article state that OTDL Carriers must first be utilized 'up to the "**Dispatch of Value**", it states they must be worked "**up to 12 hours in a day or 60 hours in a week**", prior to requiring non-ODL or WAO carriers to work overtime (not on their route). The parties were undoubtedly aware of truck schedules, absenteeism, and other operational issues prior to negotiating this Agreement. The language at Article 8.5G was negotiated in 1984 and that specific language, to-date, has not changed.

Having established that a violation of Article 8 existed, the Union also alleged a violation of Article 15 as it pertains to the numerous Step B Decisions and Formal Step A Settlements regarding similar violations. The Union argued that the 'cease and desist' orders handed down by the Step B team have simply been ignored by Management and the continued violations have become egregious. They maintained that the mandated overtime forced upon non-ODL and WAO carriers was arbitrary and capricious and has harmed those employees who do not wish to work the additional overtime. The Union cited more than 500 decisions which awarded damages to both ODL Letter Carriers and non-ODL Letter Carriers. Additionally, the Union provided Formal Step A resolutions, signed by both the Union and Management Representative in which they agreed "Management will be issued another "Cease and Desist" violating Article 8 and is on notice that future violations can be met with escalating remedies of pay and administrative leave as demonstrated in past DRT decisions, included in this grievance file". (JX 2- Pages 61-72). In this case, the Union formulated a remedy which included payment at the overtime rate or Administrative leave for all non-ODL/WAO Carriers for the required time worked. They also requested payment at the overtime rate for the hours worked by non-ODL/WAO Carriers to be split amongst ODL carriers who were available to work on June 15, 2015. In addition, the Union is requesting a one-time lump sum payment of \$50.00 to be paid to all ODL Letter Carriers and the two (2) non-ODL/WAO Carrier affected by this grievance. Management in this case contended that those non-ODL and WAO Carriers who were required to work overtime were already paid, at the overtime rate, for the hours they worked and should not receive any additional pay. They maintained that any compensatory damages would be unjust enrichment.

The Union cited Arbitration decisions from several regional arbitrators which specifically addressed repeated violations following precedent setting DRT decisions. One such decision came from Arbitrator Louise B. Wolitz in case number G11N-4G-C 13169944, where she offered the following discussion:

...It is clear that this is not a new issue in Lake Charles, but that the Lake Charles installation has been violating Article 8.5G repeatedly over a long period of time and has been issued many Step B decisions, pre-arbitration settlements, and arbitration awards that begin with the directive to cease and desist these violations. Yet, management does not seem to take these directives seriously. While management

surely has operational responsibilities to timely process and deliver the mail, it also has operational responsibilities to abide by the clear language in the National Agreement and to abide by Step B, pre-arbitration settlements and arbitration awards. This responsibility is not voluntary, but mandatory. In assigning work, Full-time employees not on the "Overtime Desired" list may be required to work overtime only if all available employees on the "overtime Desired" list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week. Moreover an employee on the ODL does not have the option of accepting or refusing work over eight hours on a nonscheduled day, work over six days in a service week or overtime on more than four of the five scheduled days in a service week; instead an employee on the ODL must be required to work up to 12 hours in a day and 60 hours in a week before management may require employees not on the ODL to work overtime. This language is clear. It provides contractual rights that adhere both to ODL employees and non-ODL employees. The ODL employees have the right to work the available overtime hours. Just as importantly, the non-ODL employees have the right not to work overtime hours not on their own route unless all ODL employees have worked twelve (12) hours in a day or sixty (60) hours in a service week. This means that when management assigns overtime work, it must pay attention, first and foremost, to meeting this requirement. It must meet this requirement even when it would like to do otherwise for convenience, for economic savings, or for any other reason. The language removes from management the ability to do otherwise. It must meet its contractual responsibilities. It seems like management in Lake Charles has determined that when it is not convenient to meet the responsibilities of this language, it may fail to do so, and just pay the ODL carriers for the missed work opportunities up to twelve (12) hours in a day or sixty (60) hours in a service week. It reasons that the non-ODL carriers who have been forced to work are getting paid for that work at the overtime rate, and hence are not harmed. However, what this fails to consider is that all the carriers are harmed by management's failure to honor its contractual obligation. Even if they are paid for the overtime they were not assigned to work but should have been, the ODL carriers are additionally harmed by management failing to honor its contractual responsibilities which erodes the trust of the carriers in their management. The non-ODL carriers who are forced to work unwanted and unanticipated overtime are harmed by losing the use of that time however they had planned to use it, despite the fact that they are paid for their overtime. All the carriers in the bargaining unit, even those not directly impacted on a particular day, are harmed by the erosion of contractual rights. The collective bargaining relationship is harmed. The Union is harmed by having to bear the expense of processing grievances and potential arbitration cases over and over again on the same issue. This harm is clear and evident. It is particularly evident in repeated violations over a long period of time over the same issue and repeated failure to abide by settlements and awards.

National decisions support Arbitrator Wolitz' position in the aforementioned grievance; in case number H4N-NA-C-21, (C05860) National Arbitrator Richard Mittenthal ruled:

This dispute is significant not just for those who have placed their name on the ODL. It also has a derivative impact on fulltime regulars not on the ODL...an employee on the ODL does not have the option of accepting or refusing work over eight hours on a nonscheduled day, work over six days in a service week or overtime on more than four of the five scheduled days in a service week instead an employee on the ODL MUST be required to work up to 12 hours in a day and 60 hours in a week before management may require employees not on the ODL to work overtime.

Regarding remedy, the Joint Contract Administration Manual (JCAM), Page 41-15 states:

In circumstances where the violation is egregious or deliberate or after management has received previous instructional resolution on the same issue and it appears that a "cease and desist" remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance.

In reference to that article, Management and the Union, when signing the Formal Step A resolutions (JX-2, Pages 61-72), did exactly what the JCAM instructed and agreed that future violations would be met with escalating compensatory damages to include the payment of Administrative Leave. Based on those agreements and the numerous Step B decisions ordering a "cease and desist" of violating Article 8, the Union's remedy will be granted. For all the foregoing reasons, this grievance is sustained on both issues.

The following remedy is hereby ordered:

Management shall "cease and desist" violating Article 8 by assigning overtime to Non-ODL and WAO Letter Carriers to utilizing OTDL Letter Carriers to perform the work.

The following OTDL Carriers will be compensated a one-time lump sum payment less standard deductions:

| | |
|-----------|----------|
| C. Owen | \$167.58 |
| D. Lafary | \$167.58 |
| M. Davis | \$63.00 |

The following Non-ODL and WAO carriers will receive Administrative Leave for the hours they were required to work overtime on June 15, 2015, based on the Formal Step A settlements agreed to by the parties.

| | |
|-------------|----------------------------------|
| R. Anderson | Administrative Leave--7.98 hours |
| D. Kropp | Administrative Leave--1.50 hours |

The following carriers will be compensated an additional \$50.00 lump sum payment, based on Management's continued violations of Article 8 following the DRT orders to "cease and desist" violating Article 8 at the Nashville Installation.

| | |
|-------------|-------------|
| R. Anderson | D. Witt |
| D. Kropp | M. Davis |
| W. Kirby | R. Jinnette |
| C. Owen | N. Bartlett |
| D. Lafary | |

AWARD

The grievance is sustained. Management shall "cease and desist" violating Article 8 by assigning overtime to Non-ODL and WAO Letter Carriers on and off their routes prior to maximizing OTDL Letter Carriers to 12 hours per day or 60 hours per week. Remedy is granted as defined in the body of the award.

Glenda M. August

GLENDAM. AUGUST
Arbitrator

January 29, 2016
New Iberia, LA