C-34020

REGIONAL ARBITRATION PANEL

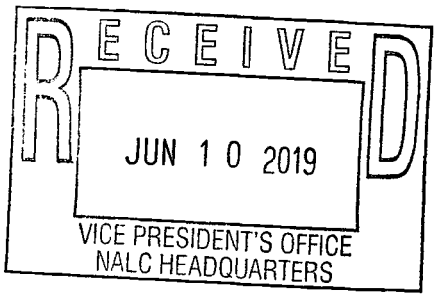
In the Matter of Arbitration	Grievant:	Class Action
Between	Post Office:	New Orleans, LA. 70113
United States Postal Service	USPS No.:	G16N-4G-C 18224523
And	Union No.:	12455618
National Association of Letter Carriers		

BEFORE: Glenda M. August, Arbitrator

APPEARANCES:

For the U.S. Postal Service	James T. D'Aquin
For the National Association of Letter Carriers	Jason Atchley

Place of Hearing:	701 Loyola Ave., New Orleans, LA. 70113
Date of Hearing:	March 29, 2019
Briefs Received:	April 17, 2019
Date of Award:	May 17, 2019
Relevant Contract Provision:	Article 15
Contract Year:	2016 - 2019
Type of Grievance:	Contract



AWARD: The grievance is sustained. Management violated the National Agreement and Policy Letter M-01517, when they failed to comply with the Pre-Arbitration Settlement that is the subject of this grievance. The Union's requested remedy is awarded, with the Arbitrator's changes submitted in bold, as outlined in the body of the Award.

Glenda M. August

Glenda M. August
Arbitrator

I. ISSUE (s)

Did management violate Article 15 Section 3.A of the National Agreement and policy letter M-0517 by failing to comply with the pre-arbitration settlement associated with this case, and if so, what should the remedy be?

II. RELEVANT CONTRACT PROVISIONS

ARTICLE 15
GRIEVANCE-ARBITRATION PROCEDURE

Section 1. Definition

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

III. FACTS

The parties signed a Pre-Arbitration Settlement dated September 6, 2017, which was signed by Labor Relations Specialist, Noah Meyers and Vice President of the National Association of Letter Carriers, Lew Drass. The Settlement Agreement provided that a list of employees would receive conversion to career status retroactive to July 27, 2013. The pre-arb settlement also specified that these conversions would be accomplished within 6 months from the date of the Settlement Agreement.

On April 13, 2018, the Union filed the instant grievance at Informal A contending that the Pre-Arbitration Settlement signed on September 6, 2017 was not completed.

IV. UNION'S CONTENTIONS

The Union contended that Management has violated Articles 15 and 19 of the National Agreement by not complying with Pre-Arbitration Award G11N-4G-C 13311917 and G11N-4G-C 13311895 dated September 6, 2017. According to the Union, the New Orleans Installation has a long history of noncompliance with arbitration awards.

It was the position of the Union that Management had six months to comply with the Pre-Arbitration agreement signed on September 6, 2017, which allowed until March 6, 2018 to comply with the Award. The Union argued that they gave Management more than an additional month to

comply before filing the instant grievance regarding the non-compliance. According to the Union, the parties stipulated that if the authors of the Agreement were to testify, they would agree that the intent of the award was that all affected letter carriers would be made whole in every respect within six months of the date of the settlement. Additionally, they stipulated that if called, the grievants would affirm the answers to the surveys contained in the Joint Exhibit 2 Pages 17-79.

The Union contended that NALC Vice President Lew Drass testified unequivocally at hearing that Mr. Meyers was fully aware of and in agreement that the letter carriers covered under the agreement were to be made whole in every respect within the mutually agreed upon time frame. They further contended that Mr. Drass clarified that compliance with the award included the following for the affected carriers:

1. Having their conversions made retroactive to July 27, 2013
2. Receiving back pay for the difference they were actually paid and what should have been paid, had they been properly converted on July 27, 2013
3. Credit for step increases they should have earned had they been properly converted on July 27, 2013
4. Pay up to eight hours on any day the employee worked less than eight hours back to July 27, 2013
5. Holiday pay for each missed holiday
6. 25% premium pay for any Sunday worked since July 27, 2013
7. Penalty overtime pay for all hours worked over eight on the fifth and sixth days in a service week
8. Minimum contributions from USPS to the employee's TSP account from July 27, 2013
9. Four hours sick leave added to the employee's leave balance each pay period back to July 27, 2013, and
10. Annual leave hours added to the employee's balance each pay period they earned four hours when they should have earned six hours.

According to the Union, put simply, the Drass/Myers agreement mandated that the affected carriers be placed in the position they would have been in had their conversions to career status been executed properly and timely.

The Union noted that Mr. Drass testified as to the intent of the parties that all components of the make-whole remedy, including back-pay and leave credit, were to be accomplished by the mutually agreed date. They cited testimony by Mr. Drass that at the national level, numerous timely CCA conversion grievances were resolved, and the remedies were to be completed in 90 days, yet in a good faith gesture, he agreed to a six-month time frame for compliance in this case.

The Union argued that Mr. Drass rebutted Management's contention that the grievance was on hold at the national level. They contended that Mr. Drass testified that this was untrue. They noted that Vice-President Drass also rebutted Management's contentions at Step B where their Representative argued that the intent of the Drass/Myers agreement did not include any monetary component. The Union argued that the unrebutted testimony of Mr. Drass proved that contention to be without merit.

It was the position of the Union that although the number of issues in the case make it seem complicated, the bottom line of the case is very simple, and that is Management knowingly violated Article 15.3 of the National Agreement and M-01517 by failing to comply with the terms of the Drass/Myers pre-arbitration agreement. The Union maintained that as signatory to the agreement, Mr. Drass and Mr. Myers were very clear that the affected letter carriers were to be made whole in every respect by March 6, 2018.

The Union argued that Management attempted to make excuses and new argument at the arbitration hearing where they attempted to call two witnesses who had nothing at all to do with the instant grievance; however, they were not allowed to testify. They noted that Management stipulated to the violation in the case at bar, which, the Arbitrator stated made it a remedy hearing. According to the Union, Management basically held that they made an agreement which was hard to comply with but they eventually made some payments and took another year, on top of the 6 months allowed, to pay everyone. It was contended by the Union that all remedies due under the Drass/Myers agreement were due pay period (PP) 5 of 2018; they noted that the Joint Exhibit 5 shows that the first payment made to any grievant in this case was PP 7 of 2018 and the last payment made was made in PP 6 of 2019, a year and a pay period late.

Finally, the Union held, without remedies there are no rights. They contended that Management cannot be allowed to make agreements, then comply whenever they decide to. The Union argued that if Management is allowed to ignore settlement language, it does irreparable harm to the Union and their membership. They further argued that if Management's position is upheld, that means the Union cannot enforce grievance settlements and their members will undoubtedly lose faith in the collective bargaining agreement and the Union itself. The Union cited several arbitral decisions and distinguished one of the decisions of this Arbitrator from the

case at bar. They requested that I sustain the instant grievance and Award the remedy requested by the Union.

V. MANAGEMENT'S CONTENTIONS

Management contended that this is a contract case and as such the Union bears the burden of proof that a violation exists. According to Management, the Union has not proven by a preponderance of credible evidence or testimony that a violation of the national Agreement or Policy Letter M-01517 occurred.

Management argued that Settlement Agreement, which is central to the case at bar, is plain and simple in its language and states that the list of employees attached to that agreement would have their conversion to career status retroactively changed to July 27, 2013. Management contended that the settlement further required that this task would be accomplished within 6 months from the date of the settlement agreement. Management maintained that they complied fully with the wording of the settlement and Joint Exhibit 4 demonstrates that all affected employees did have their conversion dates changed to July 27, 2013 and they were all accomplished prior to the end of 2017. The Service argued that the last of the PS Form 50s show a process date of December 19, 2017, and this was accomplished well within the 6-month time-frame of the settlement. Management contended that this was in full and complete compliance with the settlement as written.

It was the position of Management that the Union's argument is that the Service did not comply with the "intent" of the Agreement. Management argued that the operative word is "intent", as the Union contended that although the settlement does not specifically state so, there was an underlying "intent" of the settlement that also required Management to complete all necessary pay anomalies that may have occurred due to the re-creating of the employee's work histories. Management noted that the Union offered the testimony of NALC Vice President Lew Drass who was signatory to the Agreement that this was the intent of the parties, and the Service stipulated that Management Representative, Noah Myers would agree if called.

Management argued that what the parties may have intended was not what they wrote. The Service noted that neither Lew Drass or Noah Meyers were directly involved with the implementation of the settlement, which involved numerous employees in numerous departments

ranging in locations from New Orleans, Louisiana to Eagan, Minnesota. The Service contended that the party's "intent" was not a realistic expectation of time to complete the arduous and tedious process of adjusting 67 employees' work histories. Management noted that once the adjustments were done, a thorough review was required to distinguish any pay anomalies with adjustments made for those anomalies which involved preparing PS Forms 2240s. Management argued that they attempted to call a Postal Service Staffing Specialist to testify regarding the process, however the Arbitrator respectfully denied the Service's request for her to provide testimony.

Management argued that complying with the Settlement Agreement at issue here was no small task; they noted that much of the task was not even under the control of local Management. They further argued that the expectation that this work could be completed within a 6-month time frame was not realistic. The Service contended that the Union at Informal and Formal A has the responsibility to prove with evidence that a grievance exists. They further contended that there is no evidence in the case file that the Union even requested any information to prove a violation occurred. Management argued that the Union at Step B also failed to prove a violation of the National Agreement, simply stating that Management did not comply with the settlement within 6 months.

According to Management the Union is attempting to convince the Arbitrator that the Grievants in this case were harmed due to alleged non-compliance. Management argued that the Union failed to prove any harm was caused; they noted that from 2013 until the pre-arbitration settlement was signed on September 6, 2017, the Grievants were CCAs and neither the Grievant's nor the Union had any inclination that any adjustments needed to be made to their conversion dates. Management maintained that instead, the Grievants should consider this a windfall because their career status was converted back over four years and they received lump sum payments ranging from $3,000 to $14,000 and received additional leave time due to their conversions.

Finally, the Service contended, the Union's remedy cannot be considered anything but punitive. Management noted that the remedy requested by the Union was for "an incentive for future compliance" and makes no mention of any harm caused to the Grievants. The Service cited Arbitrator Richard Mittenthal in case number H1-C-NA-C 97 where he addressed punitive remedies and opined:

> Perhaps most important, the purpose of a remedy is to place employees and management in the position they would have been in had there been no contract violation. The remedy serves to restore the status quo ante.

In summary, Management contended that the Union has not proven a violation of Article 15 of the National Agreement or Policy Letter M-01517. The Service further contended that they complied with the Settlement as written, and the Union has not provided any evidence to demonstrate that the Grievants were harmed in any way. As such, the Union argued, the remedy requested by the Union is strictly punitive. Management requested that this Arbitrator deny the grievance in its entirety.

VI. DISCUSSION AND OPINION

ARTICLE 15

GRIEVANCE-ARBITRATION PROCEDURE

Section 1. Definition

> A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

The Union in the case at bar alleges Management violated the National Agreement at Article 15 when they failed to comply with a Pre-Arbitration Settlement entered into on September 1, 2017 between NALC National Vice President Lew Drass, for the Union and Labor Relations Specialist Noah Meyers, for the Service. According to the Union and as testified by Mr. Drass at the Arbitration hearing, the intent of those parties is that compliance with the agreement was to have occurred within 6 months of signing or by March 1, 2018.

Management contends that they did comply, within the required time period, with the terms of the Agreement as written; they noted that the agreement stated that "the list of employees attached to that agreement will have their conversion to career status retroactively changed to July 27, 2013". Management maintained that the copies of all PS Form 50s contained in Joint Exhibit 4 demonstrated that all affected employees had their conversion dates changed to July 27, 2013, and each action was completed prior to the end of 2017, well within the time limits for compliance.

The Union contended that although the PS Form 50s were processed, the pay adjustments required by the change, including holiday pay and leave balances, was not completed by the deadline and as such, Management failed to comply within the time frame agreed to by Mr. Drass and Mr. Meyers. The Union claimed that the affected employees were harmed by the delay and offered the testimony of one carrier who stated he had to change his IRS deductions in order to have enough money in his paycheck to pay his bills. The Union offered Policy Letter M-01517, which provides guidance to Management regarding compliance with Settlements and Arb Awards mandated by the Postmaster General:

J-1

M-01517

[illegible]
AND EXECUTIVE VICE PRESIDENT

UNITED STATES POSTAL SERVICE

May 31, 2002

VICE PRESIDENTS, AREA OPERATIONS
MANAGER, CAPITAL METRO OPERATIONS

SUBJECT: Arbitration Award Compliance

Headquarters is currently responding to union concerns that some field offices are failing to comply with grievance settlements and arbitration awards. While all managers are aware that settlements reached in any stage of the grievance/arbitration procedure are final and binding, I want to reiterate our policy on this subject.

Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance, and those steps should be documented.

Please ensure that all managers and supervisors in your area are aware of this policy and their responsibility to implement arbitration awards and grievance settlements in a timely manner.

Patrick R. Donahoe

cc: Managers, Human Resources (Area)

The Union argued that Management was also in violation of M-01517 as the Postmaster General established that it is not an option for local Management to decide when or if they will comply with a valid Settlement Agreement. The Union disputed Management's argument that they did comply with the Agreement by the date agreed to since the conversions were completed; they argued that the intent of the agreement was for all actions to be completed by the 6-month deadline, including any leave and compensation adjustments. The Union relied on their witness at hearing, Vice-President Lew Drass, who was a signatory to the agreement, to provide insight on the intent of the parties.

Mr. Drass, in his testimony provided some background on the agreement itself, which actually was one of many agreements signed for offices throughout the country. He averred that in most cases the deadline was 90 days for completion but in good faith, he agreed to 6 months for completion in this New Orleans case after his counterpart, through exercising due diligence, concluded that Management would need 6 months to complete the actions. Most note-worthy is that Mr. Drass testified that the Union communicated with Management during the six-month to get the payments made on time.

Postmaster General Patrick Donahoe found it necessary to issue instruction to Post Offices nationwide since non-compliance apparently had become an issue; his message was clear and very unambiguous. In pertinent part, Policy Letter M-01517 states:

> Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance and those steps should be documented.
>
> Please ensure that all managers and supervisors in your area are aware of this policy and their responsibility to implement arbitration awards and grievance settlements in a timely manner.

This policy clearly states that "compliance is not optional" and that "steps to ensure compliance must be taken in a timely manner". In this case, timeliness was not left to discretion; the parties agreed that 6 months was the deadline for getting the actions completed to comply with the Agreement. According to the Union's witness, Lew Drass, the Union was in contact during that 6-month period in order to ensure the payments were made timely.

Although Management argued that they complied with the subject Pre-Arbitration Agreement as it was written, they did not dispute, and in fact, stipulated that the pay adjustments were not completed by the deadline, and several payments were made after the six-month period. The Union argued that the payments lingered into 2019 with the last payment made in Pay Period 6 of 2019, exactly one year and 1 pay period after the deadline for compliance.

Management argued that they were not allowed to put on their witness (s) due to this arbitrator's ruling, and that the witnesses were being called to provide insight into the complexity of getting the conversions and pay adjustments completed. They further argued that the 6-month period was insufficient and noted that neither Mr. Drass nor Mr. Meyers were involved in any way in getting the work completed so they would not know how long it would take. However, Mr. Drass testified that Mr. Myers was allowed to make several inquiries prior to them entering into this agreement, and he further testified most of the other agreements entered into a 90-day deadline but he agreed to 6 months to allow the required work to be done. Apparently, if there were concerns about getting the work completed, this should have been a topic of conversation during the communication between the parties during the six-month compliance period, not after the deadline has passed and the work was not completed. As it is, the Union did not file the instant grievance until April 13, 2018, almost a month and a half after the 6-month deadline, allowing Management a full 7 and ½ months to get the work completed.

Good faith bargaining relies on both parties to keep their side of the bargain. Even when there is an agreement which Awards benefit to the Union membership, the Postal Service also wins the benefit of having the Grievance resolved. Albeit, there may be some situations where circumstances prevent timely compliance; for the most part, once an agreement is made, it is imperative for the parties to comply as quickly as possible to display good faith. Where the parties find it necessary to set a deadline for compliance, as stated in the Postmaster General's policy statement M-01517, even the deadline for compliance is not an option. Once it is spelled out in the agreement, only another agreement to extend the deadline would suffice to prevent a non-compliance ruling.

The Union offered several arbitral decisions both on non-compliance rulings and remedy. Regarding non-compliance, Arbitrator Tom Maier, offered his opinion regarding pre-arbitration agreements in case number G11N-4G-C 16455341, and concluded:

> A pre-arb agreement is binding, precedent setting and enforceable within the installation, stations and branches where the grievance originated. In the instant case, it is signed by Keith Stanton USPS Labor Relations Specialist, Southern Area and Pete Moss, NALC National Business Agent, Region 8. Both individuals have the authority to make such agreements.
>
> As the pre-arb relates to the instant case, some basic rules in contract interpretation require that the document be read as a whole; the specific terms and exact terms are given greater weight than general language; and that language is to be given its normal and ordinary usage unless circumstances exist to consider alternative meanings.

Likewise, in the instant case, this grievance arises from alleged non-compliance with a pre-arb agreement and as such is binding upon the parties. The pre-arb at issue here was signed by two individuals with authority to make such agreements. Additionally, I agree with Arbitrator Maier regarding the basic rules in contract interpretation.

The parties to the agreement at issue here were very specific in their language. As stated by Arbitrator Maier, the document must be read as a whole, giving greater weight to the specific terms of the agreement. More specifically, **the language is to be given normal and ordinary usage unless circumstances exist to consider alternative meanings**. In this case, Management maintained that they complied with the language used in the agreement; that is to convert the list of employees attached effective July 27, 2013. The agreement states in pertinent part:

> The attached list of employees will have their conversion to career status made retroactive to July 27, 2013. This will be accomplished within six months from the date of this settlement.

Normal and ordinary usage of the aforementioned settlement language states that the employees' conversion will be made retroactive to July 27, 2013 and it will be accomplished within six months from the date of the settlement. It did not state that specific portions of the conversion would be accomplished during that time period and there would be other deadlines for the necessary actions which take place during conversion. Neither was there any additional language included in the agreement, which could have one consider alternative meanings, when the document is read as a whole [JX-2 Page 12]. As such, and by Management's own stipulation, the actions required to comply with the Pre-Arbitration agreement were not completed in the specified time period, in violation of the National Agreement and the Postmaster General's Policy Letter, M-01517.

Regarding remedy, the Union is requesting the following:

1. That Management immediately fully comply with the Drass/Myers agreement and make the grievants that are part of this class action grievance whole in every respect.
2. That the Postal Service (HRRSC/Eagan Accounting Services) be ordered to provide the affected carriers and the Union with the following information to verify compliance with the pre-arbitration settlement dated September 6, 2017 within 60 days of the date of this award. The information should specify the crediting of hours and/or pay levels they were paid in their retroactive back-pay payments and when those payments were made for the applicable pay periods. The information concerning this retroactive conversion shall also specify the annual and sick leave hours they were credited (or paid as terminal leave) and indicate when this was accomplished.
3. That Management cease and desist violating of Article 15.3 of the National Agreement and USPS policy Letter M-01517 by failing to comply with grievance settlements.
4. That each letter carrier that is a part of this class action grievance be paid an additional $20 per calendar day beginning March 7, 2018 and continuing each calendar day until Management fully complied/complies with the Drass/Myers agreement as an incentive for future compliance.

The Union offered numerous arbitral opinions on the authority of Arbitrators to fashion remedies, a few opinions are outlined below:

United States Supreme Court-Steelworkers Trilogy-1960 (pg. 2)

> When an arbitrator is commissioned to interpret and apply the collective bargaining agreement, he is to bring his informed judgement to bear in order to reach a fair solution of a problem. This is especially true when it come to formulating remedies. There the need is for flexibility in meeting a wide variety of situation. The draftsmen may never have thought of what specific remedy should be awarded to meet a particular contingency.

National Award-Arbitrator Gamser-NC-S-5426-1979 (pg. 7-8)

> However, to provide for an appropriate remedy for breaches of the terms of an agreement, even where no specific provision defining the nature of such remedy is to be found in the agreement, certainly is found within the inherent powers of an arbitrator.

The Union highlighted the opinion of the Arbitrator in the only other case of non-compliance with the Drass/Myers Pre-arbitration settlement at issue here. In case number G16N-4G-C 18297460-El Paso, TX-2018, Arbitrator Strapkovic offered the following opinion:

> While it is not clear from the record evidence, on what date the EL Paso management received the pre-arbitration settlement for processing, the "settlement" does establish that the processing of these pay adjustments must be accomplished no later than March 6, 2018. Management offers no explanation as to why this was not accomplished within the specified time limit.

The Union in the instant case noted that Arbitrator Strapkovic acknowledged that the Drass/Myers agreement required that all grievants be made whole in every respect no later than March 6, 2018. They also noted that Management in El Paso, although late with the processing of the conversions, was only about one month late in complying with the back-pay component of the agreement. The Union in their arguments, drew a comparison to the time it took Management in New Orleans to complete the adjustments contending some back-payments were made as little as one-month late and other as much as one-year and two weeks late. Arbitrator Strapkovic went on to provide the following award:

> The grievance is sustained in part. The Postal Service (HRSSC/Eagan Accounting Services) shall provide the 18 affected carriers and/or the Union with the following information to verify compliance with the pre-arbitration settlement dated September 6, 2017: within 60 days of the date of this award. The information should specify the crediting of hours and/or pay levels they were paid in their retroactive back pay payments and when those payments were made for the applicable pay periods. The information concerning this retroactive conversion shall also specify the annual and sick leave hours they were credited (or paid as terminal leave) and indicate when this was accomplished. If management cannot demonstrate that any of the 18 letter carriers, which was a part of this class action grievance, were not paid the retroactive back pay and/or had their leave credited by March 6, 2018, said letter carrier(s) shall receive an additional lump sum of $300. If the Union disputes the information provided by management, said dispute shall be handled in accordance with Article 15 of the National Agreement.

The Union in the case at bar is requesting that the same reference information be provided in this case; however, based on the length of time it took for Management in New Orleans to comply with the Pre-Arb Agreement referenced in Arbitrator Strapkovic's case, they are seeking compensatory damages at the rate of $20.00 per day from March 7, 2018 until the date of compliance.

Based on the evidence of record, testimony at hearing and the stipulation by Management that adjustments were not made by the compliance date, the grievance is sustained. Management is in violation of the National Agreement and USPS Policy Letter, M-01517. The Union's requested remedy, as adjusted by this arbitrator below **(*Arbitrator's changes)** is hereby awarded:

1. That Management immediately fully comply with the Drass/Myers agreement and make the grievants that are part of this class action grievance whole in every respect. ***Testimony at hearing revealed the last payments were made 1 year and 1 month late. The Union is requesting to verify the accuracy of full compliance by review of the accounting information requested below to ensure total compliance has been achieved.**

2. That the Postal Service (HRRSC/Eagan Accounting Services) be ordered to provide the affected carriers and the Union with the following information to verify compliance with the pre-arbitration settlement dated September 6, 2017 within 60 days of the date of this award. The information should specify the crediting of hours and/or pay levels they were paid in their retroactive back-pay payments and when those payments were made for the applicable pay periods. The information concerning this retroactive conversion shall also specify the annual and sick leave hours they were credited (or paid as terminal leave) and indicate when this was accomplished. ***Management is to provide the information to the Union asap but not later than 120 days from the date of this Award. Any obstacles preventing production shall be addressed with the Union as soon as possible and adjustments to the information request and or date of production must be by agreement of the parties.**

3. That Management cease and desist violating of Article 15.3 of the National Agreement and USPS policy Letter M-01517 by failing to comply with grievance settlements.

4. That each letter carrier that is a part of this class action grievance be paid an additional ***Lump Sum payment of $1000.00, and the Union shall be paid a lump sum of $5,000.00 to defray the cost of processing this grievance,** which was based on Management's non-compliance with the Pre-Arbitration Settlement.

AWARD

The grievance is sustained. Management violated the National Agreement and Policy Letter M-01517, when they failed to comply with the Pre-Arbitration Settlement that is the subject of this grievance. The Union's requested remedy is awarded, with the Arbitrator's changes submitted in bold, as outlined in the body of the Award.

Glenda M. August

GLENDA M. AUGUST
Arbitrator

May 17, 2019

New Iberia, LA