

REGULAR ARBITRATION PANEL

In the Matter of the Arbitration

Grievant: Class Action

between

Post Office: Downtown Stn., Huntsville, AL

UNITED STATES POSTAL SERVICE

USPS Case No: 4G 19N-4G-C 24244157

and

NALC Case No: B462138DT24

**NATIONAL ASSOCIATION OF
LETTER CARRIERS, AFL-CIO**

BEFORE: Amy Lynne Itzla, Esq.
Arbitrator

APPEARANCES:

For the U.S. Postal Service: Byron Wesley, Labor Relations Specialist
DJ Jadeja, Manager, Sr. Labor Relations Specialist (TA)

For the Union: Shawn Stout, Local Business Agent

Place of Hearing: Huntsville, AL

Dates of Hearing: February 20, 2025

Date of Award: May 17, 2025

Relevant Contract Provisions: Articles 3, 5, 8, 15, 17, 19, 31; M-39, Section 122

Contract Years: 2019-2023

Type of Grievance: Contract

AWARD SUMMARY

On the substantial and credible evidence of this case as a whole, the Arbitrator finds that the Service violated the Agreement when management: changed letter carrier start times to 9:00 a.m.; failed to furnish requested information to the Union in a timely manner; and, continued its non-compliance with prior grievance settlements/decisions. Accordingly, the grievance is sustained. The Service shall restore the start time of the Huntsville Downtown Station city letter carriers to 8:00 a.m., effective June 7, 2025; shall pay Out-of-Schedule Premium to all Huntsville Downtown Station city letter carriers from April 6, 2024, through June 7, 2025; shall pay an additional lump-sum payment of \$250 on or before June 7, 2025, to all Huntsville Downtown Station city letter carriers as an incentive for future compliance with the provisions addressed herein; and, shall cease and desist from violations of Articles 15, 17, 19, 31, and Policy Letter M-01517.

Amy Lynne Itzla, Esq.

Amy Lynne Itzla, Esq.

Arbitrator

The United States Postal Service (“the Service”) and the National Association of Letter Carriers, AFL-CIO (“the Union”) are parties to a collective bargaining agreement (“the Agreement”). The Agreement provides for the arbitration of unresolved grievances. In accordance, therewith, this Arbitrator was designated to hear and decide this matter. The parties appeared before the undersigned for an arbitration hearing on February 20, 2025.

The parties had a full and fair opportunity to present evidence and argument, to engage in the examination and cross-examination of sworn witnesses, and to otherwise support their respective positions.

The parties submitted post-hearing briefs, which were received on or before March 22, 2025. All previous arbitration awards submitted by the parties have been fully considered.

ISSUES

At the hearing on February 20, 2025, the parties agreed to the following issues for determination, as framed in the Step B Decision of the Alabama/Mississippi Dispute Resolution Team (“DRT”)¹:

1. Did Management violate Section 122 of the M-39 Handbook via Article 19 of the National Agreement when they changed letter carrier start times to 9:00a.m. and, if so, what should the proper remedy be?
2. Did Management violate Articles 17 and 31 of the National Agreement by failing to furnish requested information in a timely manner at the Downtown Station and, if so, what is the appropriate remedy?
3. Did Management violate Article 15 Section 3.A of the National Agreement and Policy Letter M-01517 by failing to comply with the settlement for Formal A settlement B464-134-DT-19, Step B decision B462-161-DT-23, Pre-Arbitration settlement B462-111-DT-23, and by continuing the flagrant and habitual history of non-compliance with the grievance settlements/ awards at the Downtown Station in Huntsville, AL and if so, what should the remedy be?

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:

¹ There were five issues identified in the Step B Decision. At the arbitration hearing, the Union informed the Arbitrator and the Service that it was not pursuing the other two issues. Therefore, they are not included herein.

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;

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While postal management has the right to manage the Postal Service, it must act in accordance with applicable laws, regulations, contract provisions, arbitration awards, letters of agreement, and memoranda. Consequently, many of the management rights enumerated in Article 3 are limited by negotiated contract provisions.

ARTICLE 5 PROHIBITION OF UNILATERAL ACTION

The Employer will not take any actions affecting wages, hours and other terms and conditions of employment as defined in Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

ARTICLE 8 HOURS OF WORK

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Pages 8-4 to 8-5

Rules for Out-of-Schedule Premium. In the letter carrier craft the out-of-schedule premium provisions are applicable only in cases where management has given advance notice of the change of schedule by Wednesday of the preceding service week. In all other cases a full-time employee is entitled to work the hours of his or her regular schedule or receive pay in lieu thereof and the regular overtime rules apply—not the out-of-schedule premium rules.

- If notice of a temporary change is given to a full-time employee by Wednesday of the preceding service week, even if this change is revised later, management has the right to limit the employee's work hours to the hours of the revised schedule and out-of-schedule premium is paid for those hours worked outside of, and instead of, his or her regular schedule.

ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE

Section 2. Grievance Procedure—Steps

Formal Step A

(d) At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Articles 17 and 31. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

Step B:

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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.

Section 3. Grievance Procedure - General

A. The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in resolution of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end. At each step of the process the parties are required to jointly review the Joint Contract Administration Manual (JCAM).

M-01517 (5/31/02)

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

ARTICLE 17 REPRESENTATION

Section 3. Rights of Stewards

The steward, chief steward or other Union representative properly certified in accordance with Section 2 above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.

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Right to Information. The NALC's rights to information relevant to collective bargaining and to contract administration are set forth in Article 31. This section states stewards' specific rights to review and obtain documents, files and other records, in addition to the right to interview a grievant, supervisors, and witnesses.

Steward requests to review and obtain documents should state how the request is relevant to the handling of a grievance or potential grievance. Management should respond to questions and to requests for documents in a cooperative and timely manner. When a relevant request is made, management should provide for review and/or produce the requested documentation as soon as is reasonably possible.

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.

Handbook M-39

122 Scheduling Carriers

122.1 Establishing Schedules

122.11 Consider the following factors in establishing schedules:

- a. Schedule carriers to report before 6 a.m. only when absolutely necessary.
- b. Fix schedules to coincide with receipt and dispatch of mail. At least 80 percent of the carriers' daily mail to be cased should be on or at their cases when they report to work.

- c. Schedule carriers by groups. Form groups of carriers who make the same number of delivery trips and whose office time is approximately the same.
- d. Generally, schedule carriers of the same group to begin, leave, return, and end at the same time.
- e. Schedule so that delivery to customers should be approximately the same time each day.
- f. Make a permanent schedule change when it is apparent that one or more days' mail volume varies to where it is causing late leaving.
- g. Schedule carrier's nonwork days in accordance with the *National Agreement*.

ARTICLE 31 UNION-MANAGEMENT COOPERATION

Section 3. Information

The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee. All other requests for information shall be directed by the National President of the Union to the Vice President, Labor Relations.

ARTICLE 41 LETTER CARRIER CRAFT

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In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a cease and desist remedy is not sufficient to ensure 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 these circumstances, care should be exercised to ensure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

BACKGROUND

In a management posting dated April 3, 2024, all carriers in the Huntsville Downtown Station were notified of the following:

**SATURDAY 4/6/2024
ALL CARRIER'S
BEGIN TOUR
WILL START AT
9:00 AM.**

The carriers' begin tour was changed from 8:00 a.m. to 9:00 a.m., effective April 6, 2024.

Kate Drass, the Union's Formal Step A Representative, met at Informal Step A with Chelsea Kaminski, Supervisor, on April 15, 2024. A Formal Step A meeting was held on April 26, 2024, between Ms. Drass and Pamela White, Manager, Customer Service. Both parties' contentions are included in the Joint Grievance File ("JGF"), also referred to as the "case file." The Union alleged violations of Articles 3, 5, 15, 17, 19, and 31, along with Section 122 of the M-39 Handbook. The Union asserted that the reason provided by Postmaster Stephen Cosby, who notified the Union of the time change, was that it was due to "performance." The Union's contentions included that: 80% of the carriers' daily mail to be cased is available when they report to work at 8:00 a.m.; there has been no change in the truck delivery schedules causing any delays; there were no operational changes causing any delays; this was a blanket start time change for the entire Huntsville installation; and, in addition to the violations of the contractual provisions, the action also violated a previous Formal Step A settlement, prior Step B decisions, and a pre-arbitration settlement. In addition, the Union's multiple requests for information needed to investigate the grievance were met with a request for additional time to respond, followed by incomplete information, and unreadable information. The Union contended that there was no information provided until the Formal Step A meeting and that some of the requested information was never provided. In addition to violating Articles 17 and 31, the Union cites a Step B decision and pre-arbitration settlements violated by the insufficient response to the Union's information requests. The grievance also addressed management's failure to comply with grievance settlements, which it claimed has been a long-standing problem.

On a PS Form 2609, "Grievance Summary - Step 2," Ms. White documented "Management's Position" as "80% of workload is not available due to increase in parcels. Union was notified of start time in a timely manner. Carriers used 354 wait time while waiting on mail." Ms. White also provided several pages of management's contentions, as an attachment to the "USPS-NALC Joint Step A Grievance Form." In addition to the argument that 80% of the mail is not at the carriers' cases when they report to work, and that the Union was properly notified of

the change, the contentions also included that: the Distribution Up-Time (“DUT”) has been late; and, the composition of the types of mail had changed, requiring carriers to wait for parcels, which increases their office time.

The DRT issued a Step B Decision dated June 28, 2024, which declared an impasse. The grievance was then appealed by the Union to arbitration.

The Union presented the testimony of Kate Drass, Formal Step A Representative, and the following letter carriers: Ingrid Parker, Scott Watson, and Stan Segers. The Service presented the testimony of Pamela White, Manager, Customer Service; and Stephen Cosby, Postmaster.

DISCUSSION

The voluminous record before this Arbitrator consists of: the parties’ almost 4000-page JGF; the testimony of the six witnesses at the arbitration hearing; the parties’ post-hearing briefs; and, prior arbitration awards cited in support of the parties’ respective positions.

As a starting point in considering whether the Service violated the Agreement, due weight and deference must be given to Article 3. The parties instilled in management the rights, among others, “To maintain the efficiency of the operations entrusted to it,” and “To determine the methods, means, and personnel by which such operations are to be conducted.” Therefore, any challenged managerial actions are, at first glance, seen through the lens of these exclusive rights. Upon further examination, it must be determined whether those rights were exercised in accordance with the provisions of the Agreement and consistent with applicable laws and regulations. In this case, the Union asserts that management’s actions violated several contractual provisions, as indicated in the issue statement above.

There have been multiple arguments presented by the Union in support of its class action contract violation grievance. Prior to addressing the circumstances surrounding the carriers’ schedule change from an 8:00 a.m. start time to a 9:00 a.m. start time, it is important to look at the history associated with the 8:00 a.m. start time and the parties’ previous agreements, settlements, and positions with regard to the carriers’ start times in the Huntsville Downtown Station.

The following events, prior to the instant grievance, are related to the Huntsville Downtown Station carriers’ start times, and the portions relevant to this matter are as follows:

9/28/23: Pre-Arbitration Settlement(s)

[This document resolved three grievances in the Huntsville Installation, including one filed for the Huntsville Downtown Station (USPS:G19N-4G-C 23190282; DRT:08-607137; Local Union: B462-111-DT-23) That grievance arose from a change in the carriers’ start time from 8:00 a.m. to 8:30 a.m. effective March 4, 2023]

1. Huntsville Management will strictly comply with handbook M-39 Section 122 via Article 19 of the National Agreement in the future.

2. Huntsville Management shall cease and desist violating Articles 17 and 31 of the National Agreement, to specifically include providing information timely. In keeping with past decisions for failing to provide information in a reasonable amount of time Steward Drass and Steward McCoy shall each be paid \$100.00.

3. Huntsville Management shall cease and desist violating Article 15 of the National Agreement and Policy Letter M-01517.

4. The start time for the Huntsville Installation shall be changed back to 8:00 am. This shall be accomplished no later than 09/30/2023. When establishing City Carrier Start times in the future in the Huntsville Installation the Agency shall follow Formal A settlement B462-134-DT-19.* The Agency agrees to a moratorium on start time changes later than the 8:00 am agreed to for 180 days from the signing of this agreement.

5. - - - - In accordance with Article 8 management shall pay the appropriate out-of-schedule and/or overtime pay to each Letter Carrier at the stations listed above for each day their schedules have been inappropriately changed to 8:30 am. - - - -

* B462-134-DT-19: The Formal Step A remedy for this grievance, dated October 12, 2019, stated, in part, that:

As a result of the Dispute Resolution Process we the parties at the Formal Step A Level have agreed that management violating [sic] Section 122.11 of the M-39 handbook via Article 19 at the Downtown Station when they changed the report time for City Letter Carriers at the Downtown Station from 7:30 am to 8:00 am when at least 80 percent of the Carriers' daily mail was on or at their cases at the report time of 7:30 am.

As a result of this Formal A discussion in the Dispute Resolution Process we the parties agree to the following resolution of this grievance:

1. That Management cease and desist from future violations of Section 122.11 of the M-39 Handbook via Article 19.

2. That Management change City Letter Carriers report time back to 7:30 am when at least 80 percent of the Carriers' daily mail is on or at their cases in accordance with Section 122.11 of the M-39 Handbook via Article 19.

9/29/23: Step B Decision

[This document resolved a grievance filed for the Huntsville Downtown Station (USPS:4G 19N-4G-C 23387102; DRT:11562; Local Union: B462-161-DT-23) That grievance arose from a second change in the carriers' start time, from 8:30 a.m. to 9:00 a.m., effective July 22, 2023, prior to the resolution of the grievance for the 8:00 a.m. to 8:30 a.m. change in the "9/28/23: Pre-Arbitration Settlement(s)" above.]

- - - -The Team agrees management violated Article 15, 17 and 31 of the National Agreement in failing to provide information and in failing to meet at Formal Step A. Management violated Article 15 of the National Agreement and policy letter M-01517 when it failed to abide by previous Step B decisions and settlement agreements. Management is issued a cease and desist from violating Article 15, 17 and 31 of the National Agreement and policy letter M-01517. In line with prior DRT settlements, steward Drass shall be paid a lump sum of \$100.00 for non-compliance.

The Team agrees management violated M-39 Handbook section 122 in adjusting start times on 07/22/2023. Management shall strictly comply with the provisions of M-39 Handbook section 122 in adjusting start times in the future. Per the Pre-Arb dated 09/28/2023, *“the start times for the Huntsville Installation shall be changed back to 8am no later than 09/30/2023. When establishing city carrier start times in the future in the Huntsville Installation, the agency shall follow Formal A settlement B462-134-DT-19.”*

Statements in the file show at least 80 percent of the carriers mail is ready when carriers arrive at 8am. - - - - M-39 Handbook states to factor schedules on receipt of mail not clerk distribution time. National Arbitrator Carl Snow stated in case C-23986 to the following:

It is undisputable that the employer has a right to determine the method, means and personnel by which operations are to be conducted and also to make reasonable decisions that maintain the efficiency of the operation. Managerial control of work schedules, however is not totally unfettered or without limitations. The M-39 Handbook specifies that schedules must be fixed to coincide with the receipt and dispatch of mail.

11/1/23: Formal Step A Remedy - B462-178-DT-23

[This document was an agreement resolving a grievance regarding management’s non-compliance with paragraph 4 of the “9/28/23: Pre-Arbitration Settlement(s)” above. The carriers’ start time was not changed back to 8:00 a.m. until October 6, 2023, which was beyond the deadline of September 30, 2023.]

Management violated Article 15, Section 3.A of the National Agreement and policy letter M-01517 by failing to comply with #4 of Pre-Arbitration Settlement for cases - - - - and by failing to comply with the history of non-compliance with grievance settlements/ awards at the Downtown Station in Huntsville, AL and Management violated Article 8.4.B and ELM, Section 434 via Article 19 of the National Agreement by failing to pay Letter Carriers at the Downtown Station out-of-schedule premium when Management required them to work outside of their regular schedules during the period 9/30/23-10/6/23 and have agreed to **RESOLVE** the grievance:

1. Management strictly comply with Article 8 of the National Agreement and Section 434 of the ELM via Article 19 of the National Agreement.
2. That Management pay the appropriate out-of-schedule pay and/or overtime pay to each Letter Carrier at the Downtown Station for each day their schedules have been inappropriately changed to 9:00 AM for the period 9/30/23-10/6/23, in accordance with Pre-Arbitration Settlement for cases - - - -.

3. That Management strictly comply with Article 15, Sections 2 Step B (c) and 3.A of the National Agreement and Policy Letter M-01517 by complying with Formal Step A settlements, Step B decisions, Pre-Arbitration Settlements, and Arbitration Awards in the future.

4. That each Letter Carrier on the rolls at the Downtown Station be paid a lump sum of \$100.00 for the cumulative repetitive contract violations associated with this case and specifically failing to comply with #4 of Pre-Arbitration Settlement for cases - - - - -to serve as an incentive for future compliance.

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1/31/24: Step B Decision

[This document resolved a grievance regarding management's non-compliance with paragraph 5 of the "9/28/23: Pre-Arbitration Settlement(s)" and the Step B Decision dated September 29, 2023, based on the non-payment of the agreed upon out-of-schedule premium to the carriers for the period during which their scheduled was improperly changed.]

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For the time from 03/04/2023 until 10/06/2023 (date compliance was made in changing the start time) the Team agrees each city carrier is owed out of schedule premium for the week as stated by prior DRT 11562 and the pre-arbitration agreement. The Team agrees based on file and TACS the following carriers shall be paid a one-time lump sum payment minus applicable deductions for the out of schedule: [Specific amounts were indicated for each of the 49 carriers listed.]

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Management must take steps to ensure compliance is made timely for all grievance settlements made. The TACS in the file shows the start time was not changed in Downtown Station until 10/06/2023. The team agrees management violated Article 15 in failing to comply with pre-arbitration agreement made.

The Team agrees Management violated Article 15.3.A of the National Agreement when it failed to properly comply with Pre-arbitration agreement dated 09/28/2023 in changing the start time as agreed and in failing to pay out of schedule as agreed. Management is issued a cease and desist from violating Article 15.3.A of the National Agreement. In line with prior DRT 8668 in the file, the Team agrees to pay an additional lump sum of \$100 each carrier for the noncompliance in changing the time as agreed by 09/30/2023 and in failing to pay out of schedule as agreed.

The details and facts specific to the instant grievance must be viewed in the greater context of the history presented, because the issues presented incorporate that history. The JGF contains a far more extensive history of prior agreements, settlements, resolutions, and arbitration awards related to the issues presented. However, those cited above are highlighted, since three of them are specifically cited in the issues presented and, with the others, provide the most recent background and activity related to the instant matter. The actions grieved, the contract violations alleged, and the arguments raised are closely intertwined with the

settlements and decisions above. In those prior determinations, the parties established obligations, expectations, and commitments applicable to similar future circumstances such as those presented here. Each issue will be considered separately, although there will be some degree of overlap.

1. Did Management violate Section 122 of the M-39 Handbook via Article 19 of the National Agreement when they changed letter carrier start times to 9:00a.m. and if so what should the proper remedy be?

Ms. Drass testified that there was no evidence of any operational change that could potentially warrant a change in the start time of the carriers. She described the relevance of the information in the “Volume Feedback Reports” and the “Unit Volume Feedback Reports” contained in the JGF. The data supports the carriers’ statements that 80% of the mail to be cased by the carriers is on or at their cases when they report to work at 8:00 a.m. In fact, the report shows that all mail, 100%, is done by 8:00 a.m. Although Ms. Drass did not receive the truck schedules she requested, there are PS Form 3922s, “Customer Service Volume Recording Worksheets” for January 2, 2024, through April 19, 2024, in the JGF. She explained that the handwritten times on the forms indicate that the last truck arrived on most days at 6:30 a.m. Ms. Drass showed that this information was consistent with the statement of Clerk James Baker who wrote that, “Downtown station receives 2 trucks daily from the plant. 1st truck arrives before 4:30 a.m. which is my start time 2nd truck arrives approximately around 6:30-6:45. a.m. It is safe to say that 100 percent of the mail is in the building to be processed at that time.” Therefore, truck schedules did not change, so that could not be suggested by management as a reason for the action. In fact, management did not allege any such change.

In the Pre-Arbitration Settlement between the parties, dated September 28, 2023, management agreed to “strictly comply with Handbook M-39 Section 122” in the future. The parties agreed that the carriers would receive out-of-schedule pay for each date that their scheduled start time had been inappropriately changed to 8:30 a.m. In agreeing to change the carriers’ start time back to 8:00 a.m., management also agreed that, in the future, “Formal A settlement B462-134-DT-19” would be followed when establishing start times. That settlement twice emphasized the critical determinant to be “when at least 80 percent of the Carriers’ daily mail is on or at their cases in accordance with Section 122.11 of the M-39 Handbook via Article 19.” In the DRT’s Step B Decision, issued on September 29, 2023, the day after the Pre-Arbitration Settlement, the violations were reiterated, with regard to the additional change from 8:30 a.m. to 9:00 a.m., the cease and desist orders were reinforced, and the remedies affirmed and added to. The DRT reiterated the order that management “shall strictly comply” with Section 122, and that, “Formal A settlement B462-134-DT-19” is to be followed in the future. The DRT included the content of Section 122 of the M-39 handbook and added additional emphasis, by

using bold font and underlining, to subsection b., **“Fix schedules to coincide with receipt and dispatch of mail. At least 80 percent of the carriers’ daily mail to be cased should be on or at their cases when they report for work.”** The DRT credited the statements in the file that “show at least 80 percent of the carriers mail is ready when carriers arrive at 8am.” The JGF in the instant grievance also contains consistent carrier statements to that effect. In the DRT’s decision, the parties cited a decision of National Arbitrator Carlton Snow for his finding that, “The M-39 Handbook specifies that schedules must be fixed to coincide with the receipt and dispatch of mail.”

When resolving prior grievances, management had repeatedly agreed to “strictly comply with Handbook M-39 Section 122” and follow the Formal Step A agreement (B462-134-DT-19) in the future with regard to start time changes. The Formal Step A had found that management violated Section 122 “when they changed the report time for City Letter Carriers at the Downtown Station from 7:30 am to 8:00 am when at least 80 percent of the Carriers’ daily mail was on or at their cases at the report time of 7:30 am.” [*Emphasis added*] Again, these same local parties, resolving grievances arising out of the same facility, agreed on the terms for handling these matters in the future. In this case, the Union clearly and overwhelmingly demonstrated that at the 8:00 a.m. start time, “At least 80 percent of the carriers’ daily mail to be cased [*was, in fact,*] on or at their cases when they report to work.”

At the outset of the arbitration hearing, the parties entered into a stipulation that all of the approximately thirty-nine individuals who provided written statements that are included in the JGF would provide sworn testimony that was the same as their statements if they were presented as witnesses. By entering into this stipulation, the Service forwent the opportunity to cross-examine the authors of the statements. It is important to highlight the most relevant content of the written statements, since the stipulation gave them value equivalent to sworn testimony. Three of the statements were completed by mail clerks. To the question of, “Do the City Letter Carriers consistently have at least 80 percent of their daily mail to be cased for their route(s) on or at their case at 7:30 A.M.?” the clerks all responded, “Yes.” To the question of, “Do the City Letter Carriers consistently have at least 80 percent of their daily mail to be cased for their route(s) on or at their case when they report to work at 8:00 A.M.?” they all responded, “Yes.” To the question of, “Do the City Letter Carriers consistently have at least 80 percent of their daily mail to be cased for their route(s) on or at their case at 7:30 A.M.?” the approximately thirty-six letter carriers all responded, “Yes.” To the question of, “Do the City Letter Carriers consistently have at least 80 percent of their daily mail to be cased for their route(s) on or at their case when they report to work at 8:00 A.M.?” they all responded, “Yes.” The overwhelming majority of the respondents stated that those circumstances had been true for the entire period that they have worked in the Downtown Station. To give perspective on the length of time they

were referring to, the three clerks reported working at the Downtown Station for one year, three years, and over ten years, respectively. Of the approximately thirty-six letter carriers, twelve worked at the Downtown Station for over ten years, with five of those working there for over twenty years. The three letter carriers who provided testimony on behalf of the Union, Ms. Parker, Mr. Watson, and Mr. Segers, have been letter carriers at the Huntsville Downtown Station for nineteen years, over twenty-one years, and seventeen years, respectively. They all testified that for the entire time they have worked there, at least 80 percent of their daily mail to be cased has been on or at their case at 7:30 a.m. and, therefore, the same, but likely more than 80 percent, was true for 8:00 a.m. The credible testimony of these long-tenured carriers was not refuted in any way. There is nothing in the record challenging the statements and sworn testimony of these witnesses; they were not even cross-examined following their direct testimony.

The Service did not provide any sufficient evidence in support of the start time change. Ms. White, Manager, Customer Service, served as the Formal Step A representative for the Service. She described her handling of the Union's requests for information. Ms. White explained that she did not make the decision to change the start time. She stated that Postmaster Cosby made the change. Ms. White was asked what led to the change. After providing her answer, the Union objected to her testimony, since she was offering information that had not been included in management's contentions. The Service acknowledged that the reason she was describing had not been previously provided and, therefore, that testimony was stricken from the record. Ms. White was asked about her contention at the Formal Step A that, "80% of the carrier's daily mail is not at the carrier's case when they report to work." She was also asked about her inclusion of the DUT report information to support her contention. Ms. White relied on the data in the DUT report and included its figures in her contentions to establish that the DUT was consistently late and the later start time would accommodate the late DUT. However, during her testimony, she acknowledged that the DUT report figures were for the entire Huntsville Installation, all five stations, and not only for the Downtown Station. When she was asked to confirm if the figures cited were not relevant to the Downtown Station alone, her response was, "Correct." Therefore, the information relied upon to justify the start time change was not an accurate reflection of the Downtown Station's DUT. In addition, the DUT data is a product of clerk distribution and the times captured are clerk generated. Most importantly, the Step B Decision dated September 29, 2023, determined, in part, that, "the M-39 Handbook states to factor schedules on receipt of mail not clerk distribution time," [*Emphasis added*] and then cited the award of National Arbitrator Snow. Ms. White's reliance on the DUT reports was improper in a variety of ways, as discussed. The applicability of their overall numbers to the Downtown Installation was inaccurate and misleading. The parties were bound to the Step 3

Decision's reinforcement of the M-39 directive that "clerk distribution time," or DUT, is not an appropriate basis on which to factor carrier schedules. The Service's post-hearing brief states, in part, the following:

Here, it is clear that the primary considerations in changing the start times were the late delivery of mail to the office and the delay in distribution due to inexperienced clerks. These two factors resulted in the office DUT being routinely late by an hour, and at times by as much as two hours.

First, there has been no actual evidence of the "late delivery of mail to the office." Second, "inexperienced" clerks, also referred to in the brief as "inexperienced and untrained clerks," is not a legitimate consideration or basis for changing the carriers' start time. The Service states that these two factors resulted in DUT lateness. As already addressed above, clerk distribution time is not an appropriate consideration.

Mr. Cosby has been the Huntsville Postmaster since January 13, 2024. Prior to this position, he was a Postmaster in North Carolina. Mr. Cosby testified that he made the decision to change the carriers' start time. He described his multiple advance communications to the Union and stated that he sent them "to get any feedback, see if any apprehensions, or anything to discuss before doing so." He said he did not receive any response to his correspondence. Mr. Cosby sent an email, dated March 28, 2024, with the subject "Start time changes," to a number of management and union representatives, including Ms. Drass, and stated the following: "Please accept this email as notification of management's intention to change city carrier start times installation wide. I spoke to Shop Steward Mardis on March 20 about the intent to do so." Mr. Cosby sent an email, dated April 26, 2024, to the same group with the apparent addition of another recipient, with the subject "Start time changes in the HSV Installation." In the email he recounted his conversation with Mr. Mardis on March 20, 2024, and his email dated March 28, 2024. He also stated that when Ms. Drass called him on April 2, 2024, to inform him that a matter they were planning to meet about that day had been resolved, he stated that he would still meet with her to discuss the time change since no one had responded to his notifications. They discussed the time change on the phone and did not meet. In his email, he identified the phone discussion as "the third notification." During his testimony, Mr. Cosby was asked what he had told Mr. Mardis. He said he told Mr. Mardis, "Just to make you aware, I'm intending to change the start time for the entire city." In Mr. Cosby's email on March 28, 2024, he labeled it a "notification" of "management's intention." There was nothing in his conversation with Mr. Mardis or in his email suggesting a discussion, inviting feedback, or indicating anything other than that a decision had been made and the change was happening. As the Union states in its post-hearing brief, "Mr. Cosby's emails do not open the door for a conversation but instead they keep the door closed by notifying the union of his intention, that is an already made up decision."

Mr. Cosby sent an email on April 26, 2024, and prepared a separate written statement, which both recount his correspondence with the Union and are included in the JGF. The email was written on the same date as the Formal Step A meeting and the statement is undated. Since the statement and emails are identified in the “Table of Contents” for management’s contentions as, “Statement from Postmaster Stephen Cosby and Supporting Documentation,” and the statement is presented first with the emails as the supporting documentation, it can be reasonably concluded that the statement was written on or after April 26, 2024. At that time, Mr. Cosby was clearly aware of the Union’s grievance. Although he prepared the April 26, 2024, email and the written statement during the grievance process, and the grievance was triggered by his change in the start time, he did not provide any statement with regard to the substantive matter of his decision. There was no explanation offered for why his communication with the Union warranted a written statement in the file, but his decision, which was the basis for this grievance, did not. There was nothing included in the grievance file to demonstrate the basis for Mr. Cosby’s decision.

The record is void of any cogent explanation or documentary support for the time change. There was no specific, legitimate operational reason provided. In addition, there is no evidence of the factors contained in Section 122 of M-39 being considered, except by Ms. White in the context of the installation as a whole. Mr. Cosby made a blanket decision to change the start time for all city carriers in the Huntsville Installation. Although only the Huntsville Downtown Station is the subject of the grievance before this Arbitrator, the manner in which the decision was made, to apply to all stations across the board, sheds light on management’s inability to provide any station-specific information or rationale.

Another subject of the Arbitrator’s curiosity after reviewing the lengthy and extensive record in this case is whether Mr. Cosby had any awareness of the history between the parties in the Huntsville Installation, and in the Downtown Station in particular, involving changes to the carriers’ start times. Mr. Cosby’s appointment to the Huntsville Installation on January 13, 2024, followed the Pre-Arbitration Settlement of September 28, 2023; the Step B Decision of September 29, 2023; and, the Formal Step A Remedy of November 1, 2023. Although these events preceded his arrival, they were very recent. When he arrived to the Huntsville Installation, a Step B Decision was pending and was ultimately issued on January 31, 2024. Is it possible that Mr. Cosby was unfamiliar with all of the recent history when he devised the plan to change the start time? Is it possible that he did not discuss the idea with other management officials who were very familiar with these matters? If he had not, is it possible that he was not informed by other management officials when he announced his decision? On the other hand, is it possible that Mr. Cosby was fully aware of the history, and simply awaiting the end of the 180-day moratorium, as the Union has suggested? If so, did he believe that the 180 days was the

only restriction on taking action? Mr. Cosby's knowledge and motive is irrelevant to the determination of whether management violated the Agreement; these are just fairly obvious unanswered questions still remaining after the end of this lengthy grievance process.

The evidence of record was entirely sufficient, credible, and persuasive in establishing the contractual violations alleged.

2. Did Management violate Article 17 and 31 of the National Agreement by failing to furnish requested information in a timely manner at the Downtown Station and if so, what is the appropriate remedy?

Article 17.3 provides, in part, that, "The steward, chief steward or other Union representative properly certified in accordance with Section 2 above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists..." [*Emphasis added*] Article 31.3 provides that, "The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement." [*Emphasis added*] Article 15.2 Formal Step A(d) provides that, "The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Articles 17 and 31." [*Emphasis added*] Three separate Articles of the Agreement address the Union's right to request information and the Service's obligation and responsibility in that regard. A request for information is an inherently time-sensitive matter given the strict contractual timelines for the filing of a grievance and appeals thereafter. The record clearly established the Service's failure in this case to provide prompt, complete, and clear information and documents in response to the Union's repeated requests for information. Ms. Drass testified with regard to the requests she submitted and the correspondence about them. She also described which documents she received, which she did not receive, and those that she received but were illegible, blurry, cut off, or redacted.

Unfortunately, the Service's failure in this regard was not an unusual occurrence limited to this matter; it was preceded by numerous similar violations, admissions of such violations, agreements to cease and desist from future violations, and, still further repeated violations. In the Pre-Arbitration Settlement between the parties, dated September 28, 2023, management agreed to "cease and desist violating Articles 17 and 31 of the National Agreement, to specifically include providing information timely." Based on that violation, management also agreed, "In keeping with past decisions for failing to provide information in a reasonable amount of time Steward Drass and Steward McCoy shall each be paid \$100.00." In the DRT's Step B Decision, issued on September 29, 2023, the violations of Article 17 and 31 were reiterated for

the failure to provide information, stating that, “The union has a fundamental right to review and obtain information in a timely manner by management.” The DRT issued a cease and desist and ordered a \$100 lump sum payment to Steward Drass. The violation in this grievance was, therefore, a violation of Articles 15, 17, and 19 for failing to timely and fully comply with the requests for information, and a violation of Article 15 and M-01517 for failing to comply with the prior Pre-Arbitration Settlement and Step B Decision.

Evidence of the violation of Articles 15, 17, and 19, based on the information requests, was also provided in another form. The Service’s post-hearing brief contains the following acknowledgement:

The Service in this case readily admits that management failed to timely provide information requested by the Union in the filing and processing of this grievance.

The Service’s position is that it failed in this regard, but... “In this instance, the fact that management did not provide the requested information within a timely manner ultimately did no harm.” The arbitration award referred to by the Service in making this point, which cited a decision of the United States Supreme Court, is not persuasive to the issue here and, as recognized by the Service, was “not directly on point.” This Arbitrator finds that it is not anywhere near the point. Management failed in its contractual obligation, thus violating the Agreement. The parties’ Agreement does not provide language requiring demonstrated prejudice or measurable harm in order for a failure to constitute a violation. Violations of these contractual provisions do not exist on a spectrum. The Service violated the Agreement with regard to the information requests, admits as much, and a violation is a violation.

3. Did Management violate Article 15 section 3.A of the National Agreement and Policy letter M-01517 by failing to comply with the settlement for Formal A settlement B462-134-DT-19, Step B decision B462-161-DT-23, Pre-Arbitration settlement B462-111-DT-23, and by continuing the flagrant and habitual history of non-compliance with the grievance settlements/ awards at the Downtown Station in Huntsville, AL and if so, what should the remedy be?

In the Pre-Arbitration Settlement between the parties, dated September 28, 2023, management agreed to “cease and desist violating Article 15 of the National Agreement and Policy Letter M-01517.” In the DRT’s Step B Decision, issued on September 29, 2023, it stated that, “The file reflects numerous prior settlements and decisions regarding management’s failure to provide information and failing to comply with agreements made.” The DRT included the language from M-01517, and described that it “explicitly tells management that compliance with a grievance settlement is not optional.” The DRT added that, “This policy letter language is enforceable and non-compliance of this memo by management at any level is

a violation of the National Agreement via Articles 15 and 19.” The DRT issued a cease and desist from violating Article 15 and policy letter M-01517. The Union filed another grievance that resulted in the parties’ Formal Step A Remedy agreement, dated November 1, 2023. This was based on management’s failure to restore the 8:00 a.m. start time on or before September 30, 2023, as agreed to in the Pre-Arbitration Settlement dated September 28, 2023, as well as the failure to pay out-of-schedule premium for that extended period. The Union filed yet another grievance that resulted in the Step B Decision dated January 31, 2024. This was based on management’s failure to pay the out-of-schedule premium in compliance with the previous agreements. The Step B Decision reiterated Article 15.3.A and policy letter M-01517, issued another cease and desist, and added an additional lump sum payment for the carriers.

The violations in this case demonstrate a blatant and repeated disregard for the Agreement, the intent and purpose of the grievance process, and the good-faith foundation of the parties’ relationship. Management has continued to enter into settlements reiterating and adding to promises already inscribed in the Agreement, and then shown, again and again, its refusal to honor all levels of binding contractual obligations. This grievance did not result from a managerial oversight or the misunderstanding of a provision of the Agreement not previously the subject of dispute, as can sometimes occur even where the best of intentions are present. The basis for this grievance was an active, conscious choice to proceed as desired with complete disregard for contractual requirements that, by this point, should have been fully understood. To make matters worse, the disregard extended beyond the provisions of the Agreement alone. Management disregarded Formal Step A resolutions and a pre-arbitration settlement, in which management committed to a certain protocol going forward, which, therefore, rendered those agreements binding on management. Management disregarded Step B Decisions of the DRT, which established precedent in the Huntsville Installation, and even showed the same rejection of arbitration awards on the issue, which was the subject of M-01517. Management’s actions in this case send a message that goes well beyond the subject of changing start times and well beyond the audience of the carriers and the Union. The message that agreements can be reached in the moment and later ignored, and that the grievance process’s focus on cooperation and resolving disputes at the lowest level is not fully respected, can have implications and cause strife throughout a facility, beyond the carriers and their Union, to all other crafts and their representatives.

The remedy sought by the Union in its grievance includes monetary relief to the affected employees. Employee and Labor Relations Manual (“ELM”), Section 434, Overtime and Premium Pay, addresses the payment requested by the Union: Out-of-Schedule Premium (“OOSP”):

434.6 Out-of-Schedule Premium

434.61 Policy
434.611 General

Out-of-schedule premium is paid to eligible full-time bargaining unit employees for time worked outside of and instead of their regularly scheduled workday or workweek when employees work on a temporary schedule at the request of management.

[Emphasis added]

The carriers' regular workday had begun at 8:00 a.m. prior to April 6, 2024, when it became 9:00 a.m. Ms. Drass testified that subsequent to the start time change on April 6, 2024, to 9:00 a.m., management changed the start time to 8:30 a.m. She stated that this occurred in or around January 2025. For purposes of considering the applicability of OOSP, it is the time the carriers worked at the end of the day, beyond the time their day had previously ended, that the carriers "worked outside of and instead of their regularly scheduled workday." Under ELM 434.611, only a temporary schedule would warrant OOSP. Since management's action of changing the start time, which led to the carriers working "outside of and instead of their regularly scheduled workday" has been, in this Award, found to violate the Agreement and, at this point, it has effectively become a "temporary schedule" they have worked, despite management's intention when imposing the change. The carriers, who will now be restored to their previous schedule, will have worked "on a temporary schedule at the request of management," from April 6, 2024, through the date that their 8:00 a.m start time is restored. Therefore, they are entitled to receive OOSP for their time "worked outside of and instead of their regularly scheduled workday."

This grievance presents a multi-layered contract violation. Not only did management change the carriers' start time in a manner inconsistent with the Agreement; it did so after being ordered not to and after agreeing numerous times not to. The same is true for the handling of information requests and compliance with binding settlements and decisions. The parties jointly issued cease and desist orders to management. This means that management agreed to its own cease and desist orders. The next layer on this pile of violations was the repeated failure to cease and desist not ceasing and desisting. Yes, that sounds absurd, and it is. It appears that when agreeing to cease and desist, whether in the first instance or at the enhanced double cease and desist level, management was only agreeing to do so *until the next time*, without serious reflection, consideration, or good-faith intent. By showing so much disregard for the agreements it makes to cease and desist, there is doubt cast upon its motives and credibility each time another violation occurs.

In fashioning a remedy, consideration must be given to the proven futility of cease and desist orders. The record demonstrates that the parties have previously used additional monetary remedies in an attempt to deter future violations or, in the converse, as an incentive to

encourage future compliance. Whichever way such remedies are viewed, reverting to a remedy without an additional monetary component would be a step back instead of a step forward at this point. The Union has requested a lump-sum payment of \$100 to be paid to each city letter carrier to incentivize management in the future. However, the same remedy had previously been agreed to by the parties and did not achieve the intended result. (See 11/1/23: Formal Step A Remedy - B462-178-DT-23; 1/31/24: Step B Decision) There is no reason to believe that directing the same remedy now will have a different impact.

AWARD

On the substantial and credible evidence of this case as a whole, the Arbitrator finds as follows:

- 1) Management violated Section 122 of the M-39 Handbook via Article 19 when they changed the Huntsville Downtown Station's city letter carriers' start times to 9:00 a.m.;
- 2) Management is ordered to cease and desist violations of Section 122 of the M-39 Handbook via Article 19;
- 3) The start time of the Huntsville Downtown Station's city letter carriers shall be restored to 8:00 a.m., effective June 7, 2025;
- 4) The Service shall pay Out-of-Schedule Premium to all Huntsville Downtown Station city letter carriers for the period from April 6, 2024, through June 7, 2025;
- 5) If the city letter carriers' start time is not restored to 8:00 a.m. effective June 7, 2025, the period for which Out-of-Schedule Premium must be paid to the carriers will extend until such time as the 8:00 a.m. start time is restored;
- 6) Ms. Drass and Mr. Wesley, or his designee, shall meet on or before June 7, 2025, unless they mutually agree to an extension of that date, to determine the amount of Out-of-Schedule Premium pay to be processed by management for each city letter carrier;
- 7) Management violated Articles 15, 17, and 31 of the Agreement by failing to furnish requested information to the Union in a timely manner;
- 8) Management is ordered to cease and desist violations of Articles 15, 17, and 31;
- 9) Management violated Article 15 Section 3.A of the Agreement and Policy Letter M-01517 by failing to comply with the settlement for Formal A settlement B464-134-DT-19, Step B decision B462-161-DT-23, Pre-Arbitration settlement B462-111-DT-23, and by continuing the flagrant and habitual history of non-compliance with the grievance settlements/ awards at the Huntsville Downtown Station;

- 10) Management is ordered to cease and desist violations of Article 15 and Policy Letter M-01517;
- 11) Management shall pay each city letter carrier at the Huntsville Downtown Station an additional lump-sum payment of \$250 on or before June 7, 2025, as an incentive for future compliance with the provisions addressed herein, with which there has been a continued failure to comply despite repeated cease and desist orders; and,
- 13) This Arbitrator will retain jurisdiction for sixty (60) days to resolve any matters relating to the implementation of this Award.

Dated: May 17, 2025

Amy Lynne Itzla, Esq.
Amy Lynne Itzla, Esq.
Arbitrator

State of New York) ss:
County of Westchester)

I, Amy Lynne Itzla, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

Dated: May 17, 2025

Amy Lynne Itzla, Esq.
Amy Lynne Itzla, Esq.
Arbitrator