

REGULAR ARBITRATION PANEL

In the Matter of the Arbitration

between

UNITED STATES POSTAL SERVICE

and

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

Grievant: Class Action

Post Office: Church Street Station
Nashville, TN

USPS Case #: G 19N-4G-C 24259864

NALC Case #: B4-00202-24

BEFORE: Amy Lynne Itzla, Esq.
Arbitrator

APPEARANCES:

For the U.S. Postal Service: Timothy Snyder, Labor Relations Specialist
Curtis Miller, Labor Relations Specialist/Technical Advisor

For the Union: Jason Atchley, Regional Grievance Assistant
Donald Jones, Technical Advisor

Place of Hearing: Church Street Station, Nashville, TN

Date of Hearing: February 28, 2025

Date of Award: May 2, 2025

Relevant Contract Provisions: Articles 5, 15, 19, 34, 41

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 by: implementing a local policy ordering all City Letter Carriers out of the Church Street Station within one (1) hour; failing to comply with prior Arbitration Awards, Pre-Arbitration Settlements, Step B Decisions and Formal A Resolutions instructing Management to cease and desist implementing local policies inconsistent with the Agreement and to cease and desist failing to comply with grievance resolutions/settlements in the Nashville Installation; and, by the hostile working environment created at the Church Street Station. Accordingly, the grievance is sustained and a remedy is awarded as described herein.

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 28, 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 written post-hearing briefs, which were received on or before March 21, 2025. All previous arbitration awards submitted have been fully considered.

ISSUES

At the hearing on February 28, 2025, the parties agreed to the following issue for determination, as framed in the Step B Decision of the Tennessee Dispute Resolution Team (“DRT”):

1. Did Management in the Nashville Church Street Station violate Articles 5, 19, and 34 of the National Agreement via Handbook M-39, Handbook M-41, and numerous Step 4 Agreements by implementing a local blanket policy ordering all City Letter Carriers out of the office within one (1) hour? If so, what is the appropriate remedy?
2. Did Management in the Nashville Church Street Station violate Articles 15, 19, and 41 of the National Agreement along with with Postal Policy Letter M-01517 by failing to comply with prior Arbitration Awards, Pre-Arbitration Settlements, Step B decisions and Precedent Formal A Resolutions instructing Management to cease and desist failing to comply with grievance resolutions/settlements in the Nashville Installation? If so, what is the appropriate remedy?
3. Did Management in the Nashville Church Street Station violate the Joint Statement on Violence and Behavior in the Workplace, Section 115.4 of Handbook M-39, and ELM Section 665.24 via Articles 14, 15, and 19 of the National Agreement by the hostile working environment created at the Church Street Station when Management implemented a local policy ordering all City Letter Carriers out of the office within one (1) hour? If so, what is the appropriate remedy?

RELEVANT 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 15 GRIEVANCE-ARBITRATION PROCEDURE

Section 15.2 Formal Step A

(e) Any resolution of a grievance in Formal Step A shall be in writing or shall be noted on the Joint Step A Grievance Form, but shall not be a precedent for any purpose, unless the parties specifically so agree or develop an agreement to dispose of future similar or related problems. If the grievance is resolved, a copy of the resolution will be sent to the steward and supervisor who initially were unable to resolve the grievance.

Step B

(c) The written Step B joint report shall state the reasons in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed from Formal Step A. The Step B team will attach a list of all documents included in the file.

JCAM 15-8

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 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.

JCAM

19-1

Article 19 provides that those postal handbook and manual provisions directly relating to wages, hours, or working conditions are enforceable as though they were part of the National Agreement. Changes to handbook and manual provisions directly relating to wages, hours, or working conditions may be made by management at the national level and may not be inconsistent with the National Agreement.

19-2

Local Policies. Locally developed policies may not vary from nationally established handbook and manual provisions (National Arbitrator Aaron, H1N-NAC-C-3, February 27, 1984, C-04162).

Handbook M-39 Management of Delivery Systems

111.2 Daily Operations

The delivery service manager must on a daily basis:

d. Evaluate daily service rendered by the employees. Observe carriers to assure their performance of duties as outlined in Handbook M-41, City Delivery Carriers Duties and Responsibilities.

115.4 Maintain Mutual Respect Atmosphere

The National Agreement sets out the basic rules and rights governing management and employees in their dealings with each other, but it is the front-line manager who controls management's attempt to maintain an atmosphere between employer and employee which assures mutual respect for each other's rights and responsibilities.

122.2 Carriers' Leaving Schedules

122.21 Establishing Leaving Schedule

The leaving time for the carrier is determined by the following:

- a. Workload. The normal workload for the route;
- b. Availability of Mail. The time all the mail for the same day's delivery is available;
- c. Necessary Office Time. Time required to case this mail, withdraw, tray or strap out mail, obtain parcels, and complete other required office duties; and
- d. Business Hours. Normal community business hours.

222.214(b)

2. There shall be established for each letter carrier route a base minimum time allowance for each of line functions 14, 15, 19, and 21 of Form 1838, where applicable. Those base minimum times shall be fixed at 6 minutes for line 14; 5 minutes for line 15; 3 minutes for line 19; and 9 minutes for line 21. If during the week of count and inspection, the carrier's average actual times for any of those line items exceed the base minimum for the function, the carrier shall be credited with the average time, unless an adjustment to that time can be supported by appropriate comments on Forms 1838 or 1840 or any attachments thereto. In no event may the standard time for these functions be below the base minimum.

Handbook M-41

12 Basic Carrier Duties

121 Office Duties

121.11 Route or case all classes of mail...in sequence of delivery along one or more established routes... The accurate and speedy routing of mail is one of the most important duties of a carrier; you must be proficient at this task.

121.12 Time standards for carrier office work...represent the minimum acceptable performance standards.

- (A) Letters: 18 pieces per minute
- (B) Other size mail: 8 pieces per minute
- (C) Pull down time: 70 pieces per minute (3 minute minimum)

**ARTICLE 34
WORK AND/OR TIME STANDARDS**

C. The Employer agrees that before changing any current or instituting any new work measurement systems or work or time standards, it will notify the Union concerned as far in advance as practicable. When the Employer determines the need to implement any new nationally developed and nationally applicable work or time standards, it will first conduct a test or tests of the standards in one or more installations. The Employer will notify the Union at least 15 days in advance of any such test.

**ARTICLE 41
LETTER CARRIER CRAFT**

Section 3. Miscellaneous Provisions

M. The NALC will be informed concerning changes in existing regulations relating to the duties and functions of city letter carriers. Further, it is agreed that when changes of a substantive nature are made they will only be made in accordance with the contractual obligations already binding upon the parties under Article 34, "Work and/or Time Standards."

JCAM

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 insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In 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.

The Joint Statement on Violence and Behavior in the Workplace ("JSOV")
[2/14/92; M-01242]

We openly acknowledge that in some places or units there is an unacceptable level of stress in the workplace; that there is no excuse for and there will be no tolerance of violence or any threats of violence by anyone at any level of the Postal Service; and that there is no excuse for and will be no tolerance of harassment, intimidation, threats, or bullying by anyone.

We also affirm that every employee at every level of the Postal Service should be treated at all times with dignity, respect, and fairness. The need for the USPS to serve the public efficiently and productively, and the need for all employees to be committed to giving a fair day's work for a fair day's pay, does not justify actions that are abusive or intolerant. *"Making the numbers" is not an excuse for the abuse of anyone.* Those who do not treat others with dignity and respect will not be rewarded or promoted. Those whose unacceptable behavior continues will be removed from their positions.

[Emphasis in original]

ELM Section 665 Postal Service Standards of Conduct

665.2 Prohibited Conduct

665.24 Violent and/or Threatening Behavior

The Postal Service is committed to the principle that all employees have a basic right to a safe and humane working environment. In order to ensure this right, it is the unequivocal policy of the Postal Service that there must be no tolerance of violence or threats of violence by anyone at any level of the Postal Service. Similarly, there must be no tolerance of harassment, intimidation, threats, or

bullying by anyone at any level. Violation of this policy may result in disciplinary action, including removal from the Postal Service.

BACKGROUND

The Union's grievance was initiated at Informal Step A. The Informal Step A portion of the "USPS-NALC Joint Step A Grievance Form," PS Form 8190, indicated that the grievance was filed as a "Class Action" on behalf of the city letter carriers at the Church Street Station in Nashville, Tennessee. The form also documents the individuals who participated in the process at that step. LaMario Meddling printed and initialed his name on the form as Supervisor. Jason Leath printed and initialed his name on the form as Steward.

The Formal Step A portion of the form documents the individuals who participated in the process at that step. Judy Ratton printed and signed her name on the form as USPS Representative. Jason Leath printed and signed his name on the form as NALC Representative. The form includes sections for "UNION'S full, detailed statement of disputed facts and contentions: List and attach all supporting documents. Use additional paper if necessary" and "MANAGEMENT'S full, detailed statement of disputed facts and contentions: List and attach all supporting documents. Use additional paper if necessary." The Union's Contentions were contained in an attachment to the form. Management's Contentions, although difficult to identify without supporting testimony, were contained within the parties' Joint Grievance File ("JGF"), although not accompanying the Formal Step A documentation.

The Union's Contentions in this grievance included, in part, the following:

The Union contends Church Street Station management implemented a mandated blanket order for all carriers to be out of the office and on the street within one (1) hour. The Union contends any local policy by management may not vary from the Nationally established handbook and manual provisions incorporated into our Collective bargaining Agreements.

The Union contends management implementing a blanket policy mandating all city carriers they only have one (1) hour to perform all office duties is contradictory to the M-39, M-41, and applicable Step 4 settlements...

The Union contends management has violated Article 5 of the National Agreement when they unilaterally implemented a mandatory local policy inconsistent with our Collective Bargaining Agreement outside the stipulated manner to be used by all city letter carriers Nationwide in accordance with our established handbooks and manuals. The Union contends the only stipulated directive to office time duties for city letter carriers comes from the M-41 and M-39 Handbook incorporated via Article 19 of the National Agreement.

Page 19-2 of the NALC-USPS Joint Contract Administration Manual (JCAM) states the following relevance: **Local Policies. Locally developed policies may not vary from nationally established handbook and manual provisions...**
[Emphasis added]

A pattern of behavior exhibited by Church Street Station management when implementing a local policy inconsistent with our Collective Bargaining Agreements which has resulted in a toxic and stressful working environment. Behavior that, according to the Joint Statement on Violence and Behavior in the Workplace, will not be tolerated by the Postal Service. Numerous carriers have complained about the abusive behavior inflicted upon them by management to achieve being out of the office within one (1) hour.

The Union contends management is failing to follow the provisions of the M-39 Handbook. Management has implemented a mandatory policy instructing all letter carriers to leave the building within one(1) hour no matter the day, the mail volume, or any other variables that are constantly changing on any given day.

The Union contends Handbook M-41 is the controlling document regarding the office time duties Letter Carriers are responsible for performing. Letter Carriers in the Church Street Station report for duty at 7:30AM and have a fixed office time of 43 minutes. Every Letter Carrier is now allocated only 17 minutes to case letter, flats, sprs, personal needs, etc.; to pull down the route and leave the office with all mail.

The Union contends Church Street management has unilaterally pursued a new work standard in violation of Article 34.C and Section 115 of the M-39 Handbook. Management is improperly implementing their own work methods in direct contradiction to Article 34 and Chapter 2 of the M-39 Handbook, to set a new carrier leave time.

The Union contends management's policy directly contradicts their own data. The grievance case file contains the workhour/workload report for each route from 01/06 - 03/24/2024 which overwhelmingly indicates based on management's own linear measurement inputted into DOIS every route in the Church Street Station is projected to be more than one (1) hour.

The Union referenced, and included with the grievance, several arbitration awards, settlement agreements, and management policy letter directives reiterating and reinforcing the obligation to comply with arbitration awards and grievance settlements.¹ The Union included Step B decisions of the DRT for grievances within the Nashville Installation regarding the implementation of local policies inconsistent with the Agreement. In two of those decisions, the DRT resolved the grievance, finding that the implementation of local policies inconsistent with the M-41 and M-39 Handbooks had violated the Agreement. (C16N-4C-C 19216883/B4-00168-19; C16N-4C-C 19151583/B4-00127-19) The Union also cited numerous Formal Step A resolutions, Informal Step A resolutions, and pre-arbitration settlements, all of a similar nature,

¹ In the Union's post-hearing brief, it represented that the JGF included pre-arbitration settlements for 106 grievances, 9 Step B Decisions, and 34 Formal Step A resolutions.

in which the parties, having agreed there had been a contract violation by the implementation of a local policy, ordered its rescission. These agreements also included cease and desist orders, such as, “The Formal A parties agree management violated the National Agreement and is instructed to cease and desist implementing local policies inconsistent with the M-41 and M-39 Handbooks.” The language of the cease and desist portion of the decisions varied in some instances, between “instructing” and “issuing” a cease and desist, and citing the particular provisions with which the local policy was inconsistent. In a pre-arbitration settlement, for example, the parties agreed that, “Management of the Nashville Installation will cease and desist in formulating local leave policies which are contradictory to Articles 19 and 30 of the National Agreement.” With regard to the argument that agreements at certain levels of the grievance process do not establish a precedent and are not citable in future disputes, the Union cites an award of Arbitrator Lawrence Roberts, in which he held, in a grievance within the Nashville Installation, that, “And in my considered opinion, if the parties agree that a cease and desist order is included in a Formal A Settlement, the intent of the Parties was clearly to specifically establish a precedent. There would be no other reason to include a cease and desist order in any settlement if the express intent of the Parties was not to establish and set precedent.” [*Emphasis in original*] (USPS v. NALC, C16N-4C-C 19421771; May 23, 2020)

In addition to repeated orders to cease and desist implementing such local policies, the Union also refers to the repeated cease and desist orders resulting from the failure to follow the cease and desist orders themselves. The Union asserts that particular failure is a violation of Article 15 and Management Policy Letter M-01517. The Union cited the additional language contained in resolutions of similar cases involving local policies. In addition to an order to cease and desist implementing such policies, those agreements also include the following, or a similar, provision: “Management be issued an additional cease and desist violating Article 15 of the National Agreement and Postal Service Policy Letter M-01517.” The JGF also includes numerous Step B Decisions for grievances within the Nashville Installation that included the following: “Management is issued a cease and desist from violating Article 15 and 19 of the National Agreement and is reminded of the requirements to comply with grievance settlements and that any agreed upon time limits must be strictly adhered to.”

The Union argued that, “Over and over Nashville EAS consistently tries to implement policies not incorporated into our agreements and continues to defy resolutions instructing them not to do so. Management has been instructed in numerous resolutions to cease and desist violating Article 15 and M-01517 by failing to comply with previous resolutions instructing them to stop implementing local policies.”

With respect to a financial remedy in this grievance, the Union cites pre-arbitration settlements and an arbitration award which all directed payment to the impacted employees

and/or the local branch of the Union for the continuing violations of Article 15. Relying on Article 41 of the JCAM, the Union maintains that those remedies are not punitive and are, instead, incentives for compliance. "The Union contends the remedy is raising the cost of failing to comply to an amount that will be noticed so that the failure to comply with Article 15 and M-01517 will actually cease."

Management's Contentions, contained in the Step B Decision, include statements from three management representatives: the Service's Formal A Representative, a Manager from the Church Street Station, and a Supervisor from the Church Street Station, which will be further addressed in the discussion below. The Service asserted that there was no such "blanket policy" and that management did not change any work measurement systems or time standards or institute any new ones in violation of Article 34. Management's Step B Representative also presented its response to each of the carrier statements in the JGF. Management's other arguments included that there could not have been a "mandatory" or "ordered" instruction to the carriers as alleged by the Union, since carriers were exceeding one hour in the office. Had there been a "mandate" or "order," carriers would have been prohibited from exceeding one hour and would not have been doing so. The Service argues that since the Workhour Workload Reports show that carriers were regularly leaving the office beyond one hour, and there was no disciplinary action issued as a result, this is proof that there was no such policy in place. The Service cited Handbook M-39, Section 122.22, which states in part, that "Carriers must be trained and motivated to complete their office work so that they may leave the office on time each day," to show that management is required to motivate carriers to meet their office time.

The Service characterized the Union's invocation of the JSOV as "the ultimate sign of disrespect to the victims in the Royal Oaks Post Office and to any employee who has been legitimately abused," maintaining that the carrier statements do not support a violation.

In response to the Union's inclusion of prior settlements and arbitration awards, the Service explained its position as to why they were not precedential or relevant in this case.

The Service summarized its position as follows:

The Union has failed to support their claims in this case as documentation in the file shows there is no mandate limiting carriers to an office time of one hour. Management has the right to manage according to daily workload, and they are required to motivate carriers to leave the office on time per Handbook M-39. The frequency of instances of carriers exceeding one hour of office time obliterates any Union argument of a mandate or blanket policy. The Union's inability to evidence a local policy renders moot the arguments involving failed compliance. Management denies this grievance in its entirety.

The Union presented the testimony of Jason Leath, Steward, and the following letter carriers: William Allen, Curtis Inmon, and Kiara Bagley. The Service presented the testimony of

LaMario Meddling, Supervisor, Church Street Station; Kimberly Crawford Buckley, Manager, Church Street Station; and, Judy Ratton, Manager, Customer Service, and Formal A Representative.

DISCUSSION

The voluminous record before this Arbitrator consists of: the parties' 568-page JGF, which includes several types of reports; the testimony of the six witnesses at the arbitration hearing; the parties' post-hearing briefs; and prior arbitration awards. The record addressed the three separate issues, referenced above.

The main substantive issue presented is based on the Union's objection to the implementation of a local policy which it deems inconsistent with the Agreement, an improper unilateral action, and, therefore, a violation of the Agreement. From an initial impression of a grievance challenging a policy as improper, it would typically be expected that the Service's response would be to assert that the policy was properly developed and implemented within management's rights, is consistent with the terms of the Agreement, and, therefore, is contractually sound. The resulting analysis would focus on the specifics of the policy, the manner in which it was created, its purpose and connection to other related policies, and its impact on those established policies and practices. Basically, the discussion would be about the policy itself. However, this case requires a preliminary inquiry; Was there, in fact, a policy put in place, as described and challenged by the Union? The Service maintains that there was not.

Before considering the contractual propriety of a policy, the first step in this case is to determine whether there was actually a policy imposed. The Union has the burden in this case to establish that fact with supporting evidence, since the Service has denied its existence. There are a variety of evidentiary components presented by the Union for consideration. There is documentary evidence contained in the JGF. There is also sworn witness testimony that was presented by the Union during the arbitration hearing.

In addition to the extensive contentions written by Mr. Leath on behalf of the Union, he included his own contemporaneous written statement, dated April 12, 2024, regarding the parties' Informal Step A meeting. His account stated the following:

On April 12, 2024 I met with Church Street Station Supervisor LaMario Meddling at the Informal Step A meeting to discuss a grievance for Management mandating all letter carriers to be out of the building within one (1) hour. I asked Supervisor Meddling where the directive was coming from and he stated from District. I asked who from District and he replied all Nashville Installation management are required to be on a telecom daily with District Manager Omar Coleman and Sandy Quick who were the personnel responsible for the implementation of the policy requiring all employees to be out of the office within one (1) hour. I went over all the reports provided by management from their own

postal programs that indicate by their own projections that letter carriers are projected to be in the office longer than one (1) hour. I explained how each route in the station was inspected and evaluated with a fixed office time of a minimum of forty-three (43) minutes. I indicated by the workhouse workload report for "All Routes" letter carriers were beating the projections by -2.51. Supervisor Meddling responded that they did not care about fixed office time and carriers do not need the entire forty-three (43) minutes. I expressed to him carriers have reported management had been pushing, yelling, and harassing carriers to leave within one (1) hour. Reports of management walking back and forth behind the carriers while they were diligently working berating employees to pull down and get out and this has created an unharmonious working environment. His only response was they were doing what they had been instructed to do. - - - - Management did not provide any documentation or rebuttal at this meeting. They added nothing to the case file to be appealed to Formal Step A.

[Emphasis added]

The response Mr. Meddling provided to Mr. Leath at Informal Step A is given substantial weight for several reasons. He provided information to Mr. Leath without an opportunity to consult with others or to prepare a more formal statement. It is likely that this early information, provided immediately when faced with a grievance, was the most authentic. In addition, Mr. Leath's documentation of the meeting was contemporaneous, which preserves the accuracy of the information being transcribed. Mr. Leath provided sworn testimony supporting that his account of the meeting was truthful. Finally, Mr. Meddling's sworn testimony did not include anything about the policy or how he described it to Mr. Leath and clearly did not disturb the content of Mr. Leath's notes. In Mr. Meddling's written statement regarding this grievance, written over three weeks after the Informal Step A meeting was held, he did not refute anything contained in Mr. Leath's description of their meeting. He did not deny any statements attributed to him or that there was, in fact, a policy. He had the opportunity to do so, if necessary, and did not.

The JGF also contains several "Church Street Station Carrier Questionnaires" completed by carriers at the Church Street Station. Mr. Leath testified regarding the manner in which they were distributed and completed. There are thirteen signed questionnaires and two unsigned questionnaires. Three of the carriers who submitted signed questionnaires also provided testimony at the arbitration hearing. The first question in the questionnaire was, "Has Management started a new policy instructing all letter carriers to be out of the office within one (1) hour?" Of the thirteen responses, eleven were "Yes;" one was, "They have 'pushed' us to 'move to the street' within an hour;" and another was, "Management has been applying pressure to leave the office within an hour." The second question asked: "Did Management inform you of the reason for this new policy?" Six respondents answered, "No;" and the other responses included: "Push from District;" "The mail volume;" "They said it came from the Postmaster;" "No just to leave the office in 1 hour 'office time';" "N/A;" and, "Not really. They claim there's not enough mail volume."

Ms. Ratton confirmed in her testimony that she presented management's position at Formal Step A. Her contentions, contained in an undated and unsigned document in the JGF, included the following:

Management has not implemented any new policy regarding office time or anything else. Management has been encouraging carriers to get their mail up and get to the street as quickly as possible with the new added focus on office time. Carriers have an office standard that is required to be met daily. Carriers are required to case at a standard of 18:8. 18 letter or 8 flats per minute. Also they are required to pull down at a rate of 70 pieces per minute.

Management has a right and responsibility to provide instructions to employees. Giving instruction is not creating a hostile work environment simply because the employee doesn't agree with the instruction. Carriers are not being "yelled" at when receiving instructions. No discipline has been issued to employees for not making the "ofc to 60."

Carriers can expect to be supervised at all times while in performance of their daily duties per the M-41 section 16.

Union has provided any article from the national agreement that management has violated simply by providing instructions to employees.

Although Ms. Ratton's statement is brief, it speaks volumes. "Management has not implemented any new policy," would be an accurate statement if it refers specifically to a written policy, since there is no allegation that the policy was in writing. Policies are often documented and presented in writing. There are times when a policy itself is not in writing, but there is a new form required, for example, in which case, the documentation of the new policy is in writing via the form. When there is a written representation of a new policy, its existence is clear and easier to demonstrate. A written instrument is not, however, the only means of communicating a policy or proving that one exists. In this case, while denying the existence of an actual policy, the Service is not denying the fact that *something* was happening at the time. That *something* is what the Union considers a new policy and the Service does not.

Ms. Ratton writes in her statement that, "Management has been encouraging carriers to get their mail up and get to the street as quickly as possible with the new added focus on office time." [*Emphasis added*] Describing the encouraging management "has been" doing, shows that it was recently occurring, as opposed to something management is always doing. The "new added focus," even more clearly highlights that something is "new" that management is doing or applying in the way it is engaging with the carriers. There is definitely a new managerial development being infused into the office and impacting the communication with and supervision of the carriers. It appears from Ms. Ratton's statement that there was, at a minimum, a change in the handling of office time. She described it as the "new added focus."

The chronology implied was that there was the way things were handled before, then something changed, and then it was different. The question then becomes whether the “new added focus” equated to a new policy. Ms. Ratton’s response to the hostile work environment claim will be set aside for now. The next part of her statement continues with another very interesting way of supporting the Service’s stance that, “Management has not implemented any new policy.”

Ms. Ratton states that, “No discipline has been issued to employees for not making the ‘ofc to 60.’” It seems that carriers either *make* or *do not make* “the ‘ofc to 60.’” Whether or not there is discipline for “not making the ‘ofc to 60,’” this sounds very much like it is referring to a standard of some kind. It seems like “not making” is the equivalent of “not meeting” or “not satisfying.” There may be no discipline involved, but there is certainly a lens through which something the carriers are doing or not doing is being viewed and a standard of measurement being applied. With regard to “the ‘ofc to 60,’” this phrasing is an obvious reference to a measurement or standard. The use of “ofc to 60” is not a phrase created by Ms. Ratton for her statement; it is an established title or label. It is the name of something. She has placed it in quotes. In addition, it is referred to as “the ‘ofc to 60.’” [*Emphasis added*] This seems to give it another level of importance; is it just “the ‘ofc to 60,’” or is it referring to “the ‘ofc to 60’” _____, (*fill in the blank*)? Perhaps it is the “ofc to 60” *Rule? Standard? Policy?* There is no doubt it is something of significance. Notably, this was not a term initially included by the Union or by the carriers in the questionnaires; it is a term coined, used, and shared by the Service.

This statement does not help to persuade this Arbitrator that management was simply “encouraging carriers,” or “providing instructions to employees,” as might be considered routine supervision. The Service is trying to convincingly establish that, “Management has not implemented any new policy.” However, there is a “new added focus” and the “new added focus” even has a name: “the ‘ofc to 60.’” The fact that management has not issued discipline to employees for “not making the ‘ofc to 60,’” does not mean it is not a policy; it just means management has not issued discipline. The suggested rationale seems to be that by not issuing discipline to employees for failure to comply with *something*, then that *something* cannot be considered a policy. As a strategy to try to insulate management from a contract violation, this is a creative posture, but it defies logic. It would allow management to implement any local policy inconsistent with, and in violation of, the Agreement; then encourage, instruct, or inappropriately pressure employees to follow it; achieve the best results it can by any means, except for disciplinary action; and, if challenged, assert that, absent disciplinary action for failure to comply, it cannot be considered a policy. This will not be condoned.

In connection with management not taking disciplinary action, Handbook M-39 is also relevant and instructive:

242.33 Office Time Allied Work Rules

242.332 No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards.

This prohibition is another explanation for why there was no disciplinary action taken for a carrier's "failure to meet" the "office to 60" standard. Based on this provision, the absence of disciplinary action does not prove there was no policy. It might just prove that management was complying with this provision.

Ms. Ratton's direct testimony at the arbitration hearing was limited to confirming the content of her written statement. On cross-examination, when asked about the source of the "added focus," she responded that it was the Service. She also testified that "ofc to 60" is "what we identify as added focus," and she referred to it as "just a management term." Ms. Ratton acknowledged that she does not work at the Church Street Station and would not have first-hand knowledge of whether there was yelling or disrespectful behavior. She also agreed that she would not know if the term "office to 60" was being communicated by management at the Church Street Station to the carriers. She added that if it was being communicated, it would not have been appropriate, since there was no new policy.

In support of the Service's position, the JGF also contains written statements from Mr. Meddling and Ms. Crawford Buckley. These two management officials at the Church Street Station provided extremely limited statements. Mr. Meddling's statement, dated May 3, 2024, the same date as the Formal Step A meeting, reads, in full, as follows:

It is part of job to give instructions to employees. I do give instructions.
When doing so, I do not yell at employees when giving instructions.

This general statement does not show a direct connection to this grievance. In the context of this grievance, it appears to be related to the JSOV portion of the grievance. It cannot be ignored, and warrants highlighting, that, although Mr. Meddling is a supervisor at the Church Street Station, he was completely silent as to the crux of the grievance and the primary allegation on which the others are based. He did not address, so he certainly did not deny, the existence of a policy. Mr. Meddling's testimony at the arbitration hearing served only to confirm his written statement.

Ms. Crawford Buckley's statement is undated and, like Mr. Meddling's, it is also brief and not reflective of the main issue presented. She is the manager of the Church Street Station and,

as such, holds a position of ultimate authority and responsibility. Ms. Crawford Buckley's statement is the following:

I Kimberly Crawford Buckley, manager of Church Street Post Office have not yelled or followed any employee and/or telling them to get out of the building. I have given instructions that casing DPS is not a [sic] office function and they should be on the street when touching the DPS. And that based on the mail volume they should be pulling down and going to the street.

This statement also appears mostly related to the JSOV portion of the grievance. As with Mr. Meddling's statement, it does not contain a denial of the existence of a "policy." During Ms. Crawford Buckley's testimony at the arbitration hearing, she explained that she counts the mail in the morning and enters the numbers into DOIS which generates a suggested leave time. She gives each carrier the projected leave time and they can discuss it further if it becomes necessary. These two witnesses, through their statements and their testimony, did nothing to support the Service's position that there was no policy in place. Interestingly, Ms. Ratton, the Service's witness who does not work at the Church Street Station, was the only one who addressed whether or not there was a policy and took the position that there was not. The other two witnesses for the Service actually manage and supervisor the carriers at the Church Street Station and had nothing to say about whether or not there was a policy. Therefore, the only evidence presented from those working at the Church Street Station, the actual worksite, of what was being communicated to the carriers who work there with regard to a policy, came from the carriers, without any first-hand rebuttal.

Management's Contentions in the Step B Decision include that, "There is nothing in the file to show that Management promulgated extra obligations locally on bargaining unit employees, in addition to the bargained-for terms related to City Carrier Duties and Responsibilities included in handbook M-41." The file contains statements from the carriers attesting to the new or "extra" obligations imposed.

For the foregoing reasons, and based on the credible and persuasive evidence presented, it has been determined that management in the Church Street Station did, in fact, implement the local policy. The issue of whether there was a policy was contested by the Service; however, the issue of whether such a policy would be inconsistent with the Agreement was not actively contested. There was no dispute as to the manner in which office time and leave time are determined, or as to the information contained in the various reports contained in the JGF. There was no dispute that the Delivery Operations Information System ("DOIS") is a time-projection tool used by management to estimate the daily workload of city carriers using the mail volume of each particular day. The parties are in agreement that this is not the only tool used. In addition, the carriers' fixed office time was demonstrated to be 43 minutes per the

“Route Base Information Report.” The “Workhour Workload Report (All Routes)” showed that the overall actual office time for the carriers fell below the overall projections during the period captured. The “Workhour Workload Reports (by Route)” showed that each and every route’s office time also fell below the projections for the route during the period captured. The daily “Route/Carrier Daily Performance/Analysis Reports” also supported the information for each carrier, for each day in the period cited. Management violated Articles 5, 19, and 34 of the Agreement by unilaterally implementing a local blanket policy ordering all city letter carriers out of the office within one hour in contravention of Handbook M-39, Handbook M-41, and numerous Step 4 Agreements.

Having determined that management in the Nashville Church Street Station implemented a local policy inconsistent with the Agreement, and after reviewing the numerous prior grievance settlements and decisions, it is also determined that management in the Church Street Station violated Articles 15, 19, and 41 of the Agreement, along with with Postal Policy Letter M-01517, by failing to comply with prior Arbitration Awards, Pre-Arbitration Settlements, Step B decisions and Formal A Resolutions which directed Management to cease and desist from: 1) Implementing local policies inconsistent with the M-39 and M-41 Handbooks, and other contractually binding documents; and, 2) Failing to comply with cease and desist orders. Some examples will be included of those agreements to which the Service, and particularly, local management, was bound.

A Formal Step A Resolution, entered into by the same Formal A Representatives who handled this grievance, was dated May 26, 2023. In that grievance, out of the Glenview Station, the parties agreed that Nashville Installation Management would be issued “an additional cease and desist violating Article 15 Section 3.A and Postal Service Policy Letter (M-01517) when failing to comply with previous grievance resolutions/settlements in the Nashville Installation.” The parties further agreed to the following:

As an incentive to ensure future compliance and due to management’s egregious and willful disregard to abide by previous signed resolutions/settlements instructing management to cease and desist the parties are to award each Glenview Letter Carrier (including CCA’s) a one-time lump sum of \$50.00. The Formal A Parties agree with Article 15 Section 2(e) this resolution is precedent and citable for the Nashville Installation but does not prohibit future escalated monetary payments.

This was not the only Resolution in the JGF awarding a financial award as an incentive, but it is highlighted for its inclusion of the language that, “this resolution is precedent and citable for the Nashville Installation but does not prohibit future escalated monetary payments.” Therefore, it is highly relevant, precedential, and citable in this case. It also shows the parties’ agreement that management’s failure to comply with cease and desist orders constitutes an “egregious and

willful disregard.” In addition, the parties agreed to use a financial incentive to ensure future compliance and had anticipated the possible need to escalate monetary payments in the future.

A Formal Step A Resolution of a grievance from the Church Street Station challenging the implementation of local policies, dated October 13, 2023, included the following:

The Formal A Parties agree Management in the Nashville Installation shall cease and desist from violating Articles 15, 19, and 34 by mandating local policies inconsistent with the Collective Bargaining Agreement and will follow all Postal Handbooks/Manuals concerning the methods of office and street time.

The Formal Step A Parties agree Management in the Nashville Installation will be issued an additional cease and desist violating Article 15 of the national Agreement and M-01517 for failing to abide by previous grievance resolutions instructing Management to cease and desist implementing local policies inconsistent with our Collective Bargaining Agreement.

The Formal A parties agree that the provisions contained in our Collective Bargaining Agreement will provide the National Parties Agreement regarding time projection systems.

In addition to the fact that this prior grievance also arose from the Church Street Station and also challenged locally implemented policies, the Formal Step A was handled by the same representatives who handled the instant grievance at Formal Step A, Mr. Leath and Ms. Ratton. Therefore, Ms. Ratton, on behalf of the Service and Church Street Station management, specifically, entered into the terms of that Resolution. She made that agreement no more than five months before the actions that led the parties here.

In a subsequent grievance out of the Glenview Station, within the Nashville Installation, the Union challenged the implementation of a “local blanket policy ordering all city carriers out of the office within one (1) hour; this is the exact same policy at issue in the instant matter. The parties reached an Informal Step A Resolution, which included, in part:

The Informal A Parties agree Management in the Nashville Installation at the Glenview Station shall cease and desist from violating Articles 15, 19, and 34 by mandating local policies inconsistent with the Collective Bargaining Agreements and will follow all Postal Handbooks/Manuals concerning the methods of office and street time.

The Informal Step A Parties agree Management in the Nashville Installation will be issued an additional cease and desist violating Article 15 of the National Agreement and M-01517 for failing to abide by previous grievance resolutions instructing Management to cease and desist implementing local policies inconsistent with our Collective bargaining Agreement.

The Informal A parties agree the provisions contained in our Collective Bargaining Agreement will provide the National Parties Agreement regarding time projection systems.

This Resolution, addressing the same policy implemented within the Nashville Installation, was signed even closer in time to the actions in this case.

There are many Formal Step A Resolutions and Pre-arbitration Settlements of grievances within the Nashville Installation in the JGF recognizing violations of the same contract provisions as the instant grievance and violations of cease and desist orders.

As included above, the Union cites the decision of Arbitrator Roberts in which he held that, by including a cease and desist order, the parties intended for their agreement to set precedent. This Arbitrator agrees that there would be no purpose or meaning in including a cease and desist order unless it was to serve as precedent. A cease and desist order addresses and controls certain behavior going forward and, by its nature, is applicable to repeated violations in the future.

In addition to the prior grievance resolutions in the JGF, this Arbitrator also finds the arbitration award of Arbitrator M. Zane Lumbley to have applicability and persuasive value. In his award, Arbitrator Lumbley found that the implementation of “the 60-minute office time standard” violated the Agreement, including the JSOV. [USPS. v. NALC, 4E 19N-4E-C 22182814/DS-5-22 (Billings, MT; 12/27/23)]

The final issue presented is whether management in the Nashville Church Street Station violated the JSOV, Section 115.4 of Handbook M-39, and ELM Section 665.24, constituting violations of Articles 14, 15, and 19 of the Agreement when implementing a local policy ordering all city letter carriers out of the office within one hour. The record demonstrated that implementation of the local policy ceased at some point. It is not clear, however, for what period of time the policy was in place. Mr. Allen testified that the policy was in effect for seven months; Mr. Inmon testified that it “went on some months;” and, Ms. Bagley testified that the policy was in place for approximately two to three months, and added that, “It went on for a minute.” The length of time that the policy was in effect had no bearing on the finding that the policy constituted a contract violation. Its potential relevance would be to the issue of management’s conduct. In the questionnaire completed by the carriers, two of the questions posed were of a somewhat similar nature: “How has this new policy affected your work habits and mental health?;” and, “Please describe how this new policy has made you feel and any behavior you have witnessed from management implementing this new policy.” The responses to those two questions will be presented together for each carrier:

- Feeling rushed, like I’m a crappy carrier and can’t case mail in a timely manner.
Feel pressure to do unrealistic job assignment.

- Yes it has left me with stress and headache which doesn't help with my tumor.
It has left me with the sense to always rush due to being yell at by manager and having argument every day.
- Rushing in the Station, feeling bossed and pushed around. Being watched with management coming behind me telling me hurry up. Constant yelling to get hot case mail multiple times and still getting more mail after this 1 hour "office time."
- Does make one feel "pushed" which can add anxiety.
Does make one feel "pushed." As far as management behavior: not at this time.
- Applies more pressure to me, unrealistic standards.
It makes me feel angry.
- It's frustrating because I feel like I'm getting rushed out of the building. Management has been rudely rushing us out of the office and I feel that the routes should go back to the way that they were due to management not counting mail. We lost routes and gained extra territory on all of the routes for no reason. My route gets 50% more mail since they changed the routes and I still get told I only have an hour or less in the building.
- Rushed.
Nothing has been explained thoroughly so I have no idea what's going on. I feel uninformed.
- It's generated stress.
It's an impossible expectation.
- No.
Just pushing to get carriers out the door.
- It's stressful and harassing.
This policy makes you feel like a robot not human. Management is acting like bullies.
- Feel pushed.
Just feel rushed to perform my duties.
- Change is inevitable.
Rushed.
- Can not case some routes right in one hour.
Co-workers do not like this at all.
- Stressful
Everyone's day is different management tells everyone has one hour to get out no matter the day.
- Yes.
They want us to check vehicle safety, case mail, spurs, and be loaded ready to go. I personally have not seen anyone get to the point of precipice

[sic] but it may come at a later time down the road. You can only push your employees so far.

The carriers described management's conduct towards them when implementing the policy. They described management's behavior as rushing, rudely rushing, pressuring, yelling, pushing, pushing around, acting like bullies, and harassing.

Management's Contentions in the Step B Decision included that, "The file does not contain questionnaires completed by all carriers. Additionally, the questionnaires contain leading questions to elicit certain responses." If there was any interest in fully investigating the allegations presented by the carriers, management was entitled to request that the parties "[M]utually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions," as provided for at Formal Step A under Article 15. In investigating the grievance, management had the right to obtain or clarify the information from the carriers in a different manner if it had been interested in having a better understanding of the carriers' concerns.

There was no testimony or evidence produced by the Service to refute any of the conduct allegations presented by the Union and the carriers. Mr. Meddling and Ms. Crawford Buckley, Supervisor and Manager at the Church Street Station, respectively, could reasonably be expected to be the management officials most familiar with this situation and in the best position to address the allegations regarding the behavior and workplace environment described by the carriers. Mr. Meddling addressed it in his written statement to this extent, "I do not yell at employees when giving instructions." In his testimony, he added, "I may raise my voice if speaking to a group," but stated that he never yells. In Ms. Crawford Buckley's statement, she said she has "not yelled or followed any employee and/or telling them to get out of the building;" she confirmed this statement in her testimony but did not address the allegation further. Ms. Ratton's contentions had included that: "No discipline has been issued to employees for not making the 'ofc to 60.'" Since the JSOV mandates that, "*Making the numbers is not an excuse for the abuse of anyone,*" Ms. Ratton's statement is not surprising. However it has been established that "making the 'ofc to 60'" was the cause of the improper treatment of the carriers.

The Union had the burden of establishing, by a preponderance of the evidence, that management's conduct violated the JSOV. There are instances, on a daily basis, in which a supervisor makes a request of an employee or gives instructions to an employee which may seem intimidating to the employee, whether by virtue of the supervisor's demeanor or tone, because the request is outside the realm of routine or ordinary job instructions or assignments, or due to various other reasons an employee may feel that way. However, most typical supervisory interactions do not fall under the auspices of the JSOV's intent and content. In this

case, the Service hastily brushed off the carriers' complaints assuming they described situations of this nature and not those which would even begin to approach the prohibitions of the JSOV.

The JSOV is not only about acts and threats of violence. It includes a spectrum of prohibited behaviors. The identified conduct is not only unacceptable on its own, but also has the potential to lead to more severe conduct which must be prevented. The JSOV prohibits, among other things, any type of harassment, intimidation, threats, bullying, and abuse. It also affirms that all employees should be treated with dignity, respect, and fairness. The JSOV establishes the behavior considered unacceptable and warns of its consequences. It describes the workplace environment expected, deserved, and assured. It also expresses and documents the Service's "commitment," promises "enforcement," and concludes with "We pledge our efforts to these objectives." The carriers credibly described their personal feelings as well as the environment created. The implementation of the policy alone, without the aggression and pressure with which it was communicated, already caused a problem in this regard. Management presented a new work/time standard which conflicted with its own daily data-based standard. The carriers were being given the usual information regarding their office time, and, at the same time being told there was a new, more restrictive expectation in effect. The confusion and pressure caused by that alone created an uncomfortable work environment. That would be the case even if the contradictory and contractually-violative policy was implemented in a calm and respectful manner. The JSOV also specifically states, "We openly acknowledge that in some places or units there is an unacceptable level of stress in the workplace." There was certainly an "unacceptable level of stress" in the Church Street Station resulting from the policy. In addition to disregarding the Agreement in this process, management also disregarded the manner in which their employees are entitled to be treated. All parties to the JSOV agreed that, "We also affirm that every employee at every level of the Postal Service should be treated at all times with dignity, respect, and fairness." To add insult to injury, the improper policy was introduced and handled without treating the employees with "dignity, respect, and fairness." Finally, the behavior accompanying the communication about the policy was intimidating, aggressive, and demeaning. The work environment this created was hostile and not harmonious.

The Service relies on Handbook M-39, Section 122.22, to demonstrate that "Carriers must be trained and motivated to complete their office work so they they may leave the office on time each day," and to establish that it is management's responsibility and requirement to do so. The carriers did not describe being "encouraged" or "motivated," or simply and innocuously being "instructed." That is not the behavior alleged by the carriers and it is not the behavior that has been established by the credible evidence.

This grievance presents a multi-layered contract violation. Not only did management implement a local policy inconsistent with the Agreement; it did so after being ordered not to and after agreeing numerous times not to. The parties jointly issued additional cease and desist orders to management. This means that management agreed to its own cease and desist orders. Despite those orders, the improper local policies continued. In this Arbitrator's view, the failure to cease and desist was even worse. 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. It is not so far-fetched to wonder whether, in implementing the policy in this case, and knowing there would be a grievance forthcoming, there were considerations such as: if the policy is not in writing, it is easier to deny; if there is no disciplinary action taken with regard to the policy, it is easier to deny; and, if the records show the policy did not yield its purported purpose, it is easier to deny. This is not to say that these considerations were, in fact, discussed or planned, it is solely to make the point that, under these circumstances, where agreements are ignored, commitments are not met, and violations continue, it becomes difficult for management's actions to be viewed without the backdrop of chronic non-compliance.

In fashioning a remedy, consideration must be given to the proven futility of cease and desist orders alone. As the parties provided for in the JCAM, "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 insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance." One of the awards cited in support of a monetary remedy, is an award of Arbitrator Glenda M. August. [USPS v. NALC, C11N-4C-C 15261401/08-350786 (January 29, 2016)] In sustaining a grievance in the Nashville Installation involving a failure to comply with Step B decisions to cease and desist repeating the same violations, she awarded a lump sum payment to carriers based on the repeated failure to comply. The parties have previously considered and used such remedies and, at this point, reverting to a remedy without a monetary component will not serve any interest moving forward.

AWARD

1. Management in the Nashville Church Street Station violated the Agreement by implementing a local policy ordering all City Letter Carriers out of the office within one (1) hour;
2. Management in the Nashville Church Street Station violated the Agreement along with with Postal Policy Letter M-01517 by failing to comply with prior Arbitration Awards, Pre-Arbitration Settlements, Step B Decisions and Formal A Resolutions instructing management to cease and desist implementing local policies inconsistent with the Agreement and to cease and desist failing to comply with grievance resolutions/settlements in the Nashville Installation; and,
3. Management in the Nashville Church Street Station violated the Agreement along with the Joint Statement on Violence and Behavior in the Workplace, Section 115.4 of Handbook M-39, and ELM Section 665.24 by the hostile working environment created at the Church Street Station when anagement implemented a local policy ordering all City Letter Carriers out of the office within one (1) hour.

The following remedy is ordered:

1. Management shall cease and desist violating Articles 15, 19, and 34 by mandating local policies inconsistent with the Agreement and will follow all Postal Handbooks/Manuals concerning office time methods;
2. Management will conduct a stand-up talk within ten (10) days of receipt of this Award to rescind the local policy ordering all City Letter Carriers in the Nashville Installation at the Church Street Station out of the office within one (1) hour;
3. Management is issued an additional order to cease and desist violating Article 15 of the Agreement and M-01517, for failing to abide by previous cease and desist orders for implementing local policies inconsistent with the Postal Handbooks/Manuals incorporated into the Agreement;
4. Management shall pay each City Letter Carrier (including CCAs) at the Church Street Station one lump-sum payment of \$250 as an incentive for future compliance;
5. Management shall pay Branch 4 of the Union one lump-sum payment of \$500 as an incentive for future compliance;
6. The payments directed in paragraphs four and five above will be made within fifteen (15) days of receipt of this Award and proof of payment shall be provided to the Union's Formal Step A representative; and,
7. This Arbitrator will retain jurisdiction for sixty (60) days to resolve any matters relating to the implementation of this Award.

Dated: May 2, 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 Interim Order.

Dated: May 2, 2025

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