

**REGULAR ARBITRATION PANEL**

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In the Matter of the Arbitration	)	Grievant: Class Action
	(	
between	)	Post Office: Milford, DE
	(	
UNITED STATES POSTAL SERVICE	)	Case No.: 4B-19N-4B-C 23019428
	(	
and	)	NALC No.: 906MILF242
	(	
NATIONAL ASSOCIATION OF LETTER CARRIERS	)	
AFL-CIO	)	

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**BEFORE:** Frank E. Giordano, Arbitrator

**APPEARANCES:**

**For the U.S. Postal Service:** Timothy Howell, Presenting; Tanisha St. John, T/A;  
Shannon Garcia, P/M

**For the Union:** Maggie Lee, Presenting; Jeannine Gasper, T/A; Shawn Halloran, President

**Place of Hearing:** NALC Union Office, Milford, DE

**Date of Hearing:** January 17, 2024

**Files Received:** February 17, 2024

**Date of Award:** March 16, 2024

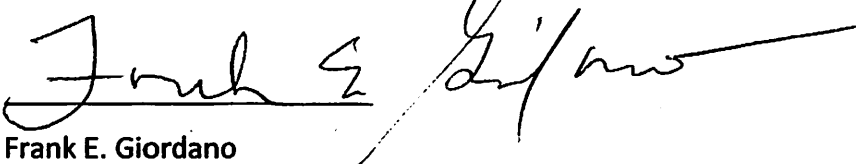
**Relevant Contract Provision:** Articles 15, 17, 19, 31

**Contract Year:** 2023

**Type of Grievance:** Class Action

**AWARD SUMMARY**

That for the reasons set forth herein the grievance is sustained with a modified remedy.

  
Frank E. Giordano

**ISSUE**

Did Management violate Articles 15, 17, 31 and/or Step 4 decision M-01517 via Article of the National Agreement at the Milford DE Post Office by failing to provide information and failing to comply with Step B decision for local grievance 906-MILD-1221? And if so, what shall be the remedy?

**ARBITRATION AWARDS**

**UNION**

Arbitrator Ellen Saltzman Case # C-34314

Arbitrator Lawrence Roberts Case # C 32929

**UNITED STATES POSTAL SERVICE**

Arbitrator Carlton J. Snow Case # WIC-5F-C 4734

Arbitrator Richard Mittenthal Case # H1C-NA-C 97

Case # H1C-NA-C 123

Case # H1C-NA-C 124

Arbitrator M. David Vaugn Case # BUF-93-001-C

Case # 690K-66-C 93055835

**EXHIBITS AND STIPULATIONS**

**Joint Exhibits**

Joint 1 – National Agreement

Joint 2 – JCAM

Joint 3 – Joint File

## **RELEVANT CONTRACT PROVISIONS**

### **JCAM Page 17-4**

Article 17, sections 3 and 4 establish several steward rights:

- The right to investigate and adjust grievances and problems that may become grievances.
- The right to paid time to conduct those activities.
- The right to obtain management information.
- Superseniority concerning being involuntarily transferred.
- An employee's right to steward representation during an Inspection Service interrogation.

Steward Rights – Activities Included. A steward may conduct a broad range of activities related to the investigation and adjustment of grievances and of problems that may become grievances. These activities include the right to review relevant documents, files and records, as well as interviewing a potential grievant, supervisors and witnesses.

### **JCAM Page 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.

### **M-01517**

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.

## **POSITION OF THE PARTIES**

### **UNION**

The Union states on September 1, 2022 a Step B decision for grievance number 906-MILF-1222 was issued that determined Management at the Milford Post Office had violated Articles 15, 17, 19 and 31 of the National Agreement. This decision instructs Management to “provide the Union of any of the requested information on RFI’s that they have not received” coupled with an additional order to cease and desist, violating Articles 15, 17, 31, and or Step 4 decision M-01517 via Article 19 of the National Agreement. The language in this Step B decision gives Management clear instructions. Moreover, the Union charges Management deliberately and egregiously chose to ignore the instructions of this settlement.

Moreover, The Union charges this is a noncompliance grievance. Therefore, there is no dispute that Management was aware of their responsibility to provide the information in question and that it is undisputed that Management failed to do so. The Step B team agreed that Management was aware that they needed to provide the information and still failed to do so.

Specifically, the union points out that Formal A representative Shawn Colleran said that the two requests for information were related to Joint Statement on Violent Behavior (JSOV) grievances related Supervisor Cy Webb and former 204B Rich Warrington. He testified that none of the information regarding Webb had been provided and that he was only able to conduct a few of the interviews he requested pertaining to Warrington, a violation of Articles 17 and 31. Additionally, the Union claims climate surveys and previous discipline records were not provided. At Formal A Management argued this information is privacy protected which is simply untrue, in accordance with Article 17. The Union states it is entitled to those documents to conduct a full and thorough investigation.

The Union asserts Management is attempting to hide damaging information. In that regard, Colleran testified that this information would have been used to prove Webb and Warrington's continued pattern of inappropriate and abusive behavior that detrimentally affected all employees in the Milford Post Office. According to the Union previous discipline records and other Joint Statement grievances filed against them would allow the Union to seek a proper remedy.

What is more, the Union argues that Colleran discussed a letter he received from Postmaster Shannon Garcia, stating that the Postal Service was asking for relevance to the information requested and that Management was asserting a confidential interest because of the nature of the information.

The Union argues Management has an obligation under Article 17 and 31 to provide the Union with the requested information. A Union representative is entrusted with the responsibility to utilize the requested information, Management does not get to pick and choose what information they decide to provide the Union. They must provide the requested information.

The Union points out as a factual matter, at a Labor Management Meeting on April 28, 2023, Management agreed to provide all information by May 6, 2022. According to the Union, PM Garcia admitted she did not provide the information. The Union continued by saying Management is openly and blatantly violating Article 17, 31 19 of the Collective Bargaining Agreement.

According to the Union, the record evidence reveals five (5) precedent setting Step B decisions and two (2) precedent setting Formal A settlements relating to this information request. According to the Union, this amount has come from multiple 50% increments of increases from precedent setting settlements he has filed related to this grievance, because of Managements continual and absolute refusal to provide the requested information.

The Union asserts that President Collieran received a letter from Tim Howell, Labor Relations Specialist, regarding the information requests. This letter states that the Postal Service is looking for the information but have been unable to find the information and goes as far as to ask for suggestions from the Union on how to find the information. The Union responded, it is common knowledge that employee records to include EAS (management) are kept at local offices and on Office of Personal Management Files (OPMF) files, which the Postmaster has absolute access to as well as the Labor Relations Department. If Management was looking for this information regarding a craft employee, they would either pull the local file or go into the system. Only Management has this access, the Union does not. Management could easily pull any information they wanted to regarding an employee; whether they have worked in another craft, locations, accident history, etc. Management is attempting to sabotage this grievance because they are acutely aware of the adverse work environment created by these two (2) Supervisors, not only in the Milford Stations, but other Post Offices where they were assigned. Moreover, the Union opines Postmaster Shannon Garcia confirmed that she did not fulfill the two (2) information requests. Therefore, the Union's contentions in this case are undisputed by Management even though Management has willfully and egregiously failed to comply with precedent setting Step B and Formal Step A resolutions.

In its conclusory argument, the Union states documented evidence undisputed by Management, proves the information sought from this grievance is the same information that was sought from the previous Step B decision. The Union mentions that no arguments were made; the information did not exist.

The Union refers to its duty to protect its members and to properly process a grievance when a violation has occurred. In order to do so, the Union must have all of the information requested. In the instant

case a request for information has not been fulfilled after multiple noncompliance grievances have been filed and settled. The Union charges Management was ordered to comply, yet they have not, the Union is forced to seek monetary remedies as the only way to force Management to comply with their contractual responsibilities.

The Union maintains the monetary amount has continued to increase each time a noncompliance is filed, and Management at the Step Ba and Formal A level have repeatedly agreed to pay the Local Steward and the branch as a part of the settlement. The Union asserts Management did not dispute the payments. All payments agreed upon in previous settlements have been paid. Notwithstanding, the Service willfully and egregiously refuse to provide the information to the Union. The Union charges the Service with noncompliance and increased requested monetary remedy is the only way the Union can attempt to ensure Management will comply.

The Union asks that the grievance be sustained in its entirety.

#### Remedy Requested

1. Management cease and desist violating Articles 15, 17, 31 and M-01517 via Article 19 of the National Agreement regarding Steward rights, failure to provide information and compliance with prior decisions.
2. Due to the repeated violation of the Union Steward rights, and Management obligations under Article 15, even with multiple cease and desist orders settled, and the added cost of the Union incurs from these continued infractions, we ask that a lump sum payment of \$9,135.12 be paid to Local NALC Branch 906 as soon as administratively possible as remedy for the continuing drain on local branch resources fighting repetitive violations that have been adjudicated. This is a 50%

increase from the most recent Formal A decision. The Citable and Precedent Setting Formal A decision is a 50% increase from the most recent McDonough/Rocker Step B Decision.

3. That Local steward, Kaelyn Ayers be paid a lump sum payment of \$3,750.00 for having to repeatedly file this repetitive grievance. This is a 50% increase from the most recent Citable and Precedent Setting Formal A decision. The McDonough/Rocker Step B Team's last decision lends language to merit a 50% increase.
4. The Union is also asking for a \$100.00 per calendar day payment to Branch 906 be made upon this decision, beginning with the No Later Than date May 6, 2022 discussed during the Labor/Management meeting, until Any and All delinquent information requests are fulfilled and given directly to the Branch President. Some of these delinquent information requests date back to 2021. Obviously Additional Compensatory Remedies as stated by Step B team need to be enacted to encourage compliance.
5. And/or whatever the Arbitrator deems appropriate.

#### **UNITED STATES POSTAL SERVICE**

The Employer states, in December of 2021 and February of 2022, the Union submitted two (2) Request for Information (RFI) to the Milford Post Office Management Team. These requests for information pertained to Supervisor Cyprian Webb and Rich Warrington. Postmaster Shannon Garcia provided the Union with what she could and then reached out to the DE-PA2 Labor Relations Department for assistance with the information that she could not provide. Multiple attempts were made to a vast amount of people to locate the requested information. What is more, the Service claims, while it was not for a lack of trying but the missing information could not be found. In the summer of 2021, the



Service went through a reorganization where other districts gained territory from different districts, information was shuffled and may not have landed in the appropriate facility.

Also, the Employer asserts that in September of 2022, a Step B decision for grievance #906-MILF-1222 was issued that determined Management at the Milford Post Office had violated Articles 15, 17 19, and 31 of the National Agreement. This decision instructs Management to provide the Union with any of the requested information on RFI's that they have not received. A Non-compliance grievance under local number 906-MILF-2422 was filed by Local Steward Kaelyn Ayres at the Informal Step A Level, which was denied on November 7, 2022, and moved to the next level of the grievance procedure. Hence, the Service reports that A Formal Step 2 meeting was held between Milford Postmaster Shannon Garcia and Union President Shawn Colleran on November 16, 2022. The grievance was also denied and moved to the next level of the grievance procedure. The grievance was received by the Step B Level of the grievance procedure on November 17, 2022. The B Team declared the grievance an Impasse on January 30, 2023, and then appealed to Arbitration.

The Employer provides the following explication regarding "Burden of Proof in Arbitration".

The burden of proof in a contract case lies with the Union. This has been firmly established in the substantial past history of labor relations between the Postal Service and the Union. This has also been institutionalized in national arbitration awards. In Arbitration case No. 93055835, January 9, 2001, National Arbitrator M. David Vaughn ruled that:

*"It is well established that, in a contract interpretation dispute, the burden of proof rests with the Union to establish, by a preponderance of the evidence, that the interpretation it urges is correct. Management may assert a contractually based defense, based on an alternative interpretation or the implication of another portion of the contract."*

In this instance, the burden for the Union is to prove that the Service has violated Articles 15, 17, 19 and 31 of the Collective Bargaining Agreement when they failed to provide the Union with the requested information.

The Employer charges that Mr. Colleran said he needed the requested information to show repeat offender supervisors who cannot keep their hands to themselves. Notwithstanding, the Employer asserts that Mr. Halleran could not verify what the alleged behavior committed after the settlement. The Service charges the record indicates that Mr. Colleran said, "he did not know because they, (the service) moved the individual." The Service was also critical of Mr. Colleran for failure to cooperate and memory breach.

#### **UNITED STATES POSTAL SERVICE CONCLUSETORY ARGUMENT**

The Service states the issue is whether or not the Service violated Articles 15, 17, 19, and 31 of the National Agreement, when it failed to provide the information requested by the Union and comply with a DRT decision.

The Union has the burden of proof in this contractual case, and they must prove through a preponderance of evidence, that a violation exists. It is the Service's position that the Union failed to prove that burden. The fact of the matter is multiple attempts to locate the requested information were made. Furthermore, the Service asserts the only reason that we are here is because the Union keeps filing the same grievance. There is documentation in the case file that was provided to Union President Colleran to reach out to Labor Relations Specialist Timothy Howell, if he knew any way to assist the Service with finding the information that he feels so strongly exist. Surprisingly, Mr. Colleran could not remember if he made one phone call for this information that is so important. This is simply a money

grab by the Union. Mr. Colleran testified that he knows this information exists but never once assisted local Management or district employees with finding this information.

The Union alleges that the Service simply did not provide the required information. Nevertheless, the Service claims perhaps the information does not exist. Mr. Colleran states he knows the information is out there. Yet, no one, not even the Union, can tell us where it is.

The Service Advocate points out that as stated by Arbitrator Mittenthal in Case number H1C-NA-C-97:

*“Fourth, perhaps most important, the purpose of a remedy is to place employees, (and Management) in the position they would have been in had there been no contract violation. The remedy serves to restore the status quo ante.”*

The Union is requesting an excessive dollar amount, for information that no one really knows exists, for a grievance that they will keep filing over and over.

The Union failed to carry its burden of proof. The evidence and testimony did not prove that Management acted intentionally, unilaterally, arbitrarily, or capriciously or that Management violated Article 15, 17, 19 and 31 of the Collective Bargaining Agreement.

The Employer asks that this grievance be denied in its entirety.

The Collective Bargaining Agreement governing the provisions of Article 15 are manifestly clear.

## **DISCUSSION AND FINDINGS**

The language in Article 15 clearly defines the duties of the dispute resolution team.

The Step B team may,

1. Resolve the grievance\*
2. Declare an impasse.

3. Hold the grievance pending resolution of a representative case at the National Level (i nterpretive Review).
4. Remand the grievance with specific instructions.

In the Seminal case 4B19N-4B-C 22108493 906MILF-4921 on September 1, 2022 the Step B team Rocker and McDonough agreed to resolve the grievance, directing the Employer to comply with the i nformation request contained in the grievance. In addition, compensatory damages were included. On September 1, 2022, USPS #4B19N-4B-C 22300043; NALC#906-MILF-1222 was resolved as follows:

*Decision: The dispute Resolution Team (DRT) has resolved this grievance by determining Management violated Article(s) 15, 17, 19 and 31 of the National Agreement when they failed to comply with Step B Decision USPS# 4B19N-4B-C 22108493; NALC# 906-MILF-4921 instructing Management to provide the Union with “any of the requested information of RFI’s that they have not received at this point.” As a remedy, Management is again instructed, that upon receipt of this decision, they will provide the Union any of the requested information on RFI’s that they have not received to this point and in the future will provide the information or any answer to properly requested information within a reasonable period of time. Additionally, Management is instructed to cease and desist. In line with the previous local precedent settlements, and the precedent settlements, and the precedent setting Step B decisions in the file the DRT shall make a payment of \$390.63 to Steward Shawn Collieran. Also, based on prior precedent setting decisions, within 10 days of receipt of this decision, local management is directed to submit Ps Form 8041 to make a compensatory damage payment to NALC Local Branch 906 in the amount of \$951.58.<sup>1</sup>*

What is more, boundless authoritative contract language was included for the parties to follow.

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<sup>1</sup> If payment was received in the amount of \$390.63 and \$951.58, that part of this award is moot.

*Compliance with this award is not optional. Further violations may result in additional compensatory remedies. A copy of this award will be forwarded to the NALC Region 13 National Business agent, and the appropriate District Labor Representative to determine if there is an additional need for a review of the Dispute Resolution Process in this facility.*

In response to the new arguments presented by the Management Step B representative, in an attempt to circumvent Article 15.2 Formal Step A (d) of the National Agreement, I submit the following detailed text, which reads as follows:

*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 (2) witnesses. Such a right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.*

For further emphasis the Union has included several arbitration awards regarding the Arbitrators affirming the inherent powers of arbitration when formulating remedies.

It is well established that whenever the National Agreement is violated, an appropriate remedy must be granted. The Supreme Court, in its landmark 1960 ruling in *United Steelworkers of America v. Enterprise Wheel and Car Corp.*, 80 S. Ct. 1358, 1361 (M-01787) determined the following:

*"When an arbitrator is commissioned to interpret and apply the Collective Bargaining Agreement, he is to bring his informed judgement to bear in order to reach a fair solution of a problem. This is especially true when it comes to formulating remedies. There the need is for flexibility in*

*meeting a wide variety of situations. The draftsmen may never have thought of what specific remedy should be awarded to meet a particular contingency."*

National Arbitrator Howard Gamser affirmed the applicability of this Supreme Court decision to the National Agreement when he observed in his 1979 national award in Case NC-S-5426 (C-03200):

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

*...No lengthy citations or discussion of the nature of the dispute resolution process which these parties have mutually agreed to is necessary to support such a conclusion."*

This quote from the Gamser Award is especially relevant because it directly answers the question at the heart of this dispute: "Does an Arbitrator have the authority to grant a remedy that is not expressly specified in the National Agreement?" Management relies on its legal department to refute the Union's position, but those alleged experts fail to recognize that since the issue has already been decided in a National Arbitration Award, they are precluded from objecting to it now.

It is abundantly clear the United States Postal Service violated the Collective Bargaining Agreement. More specifically, when the Service failed to execute the Step B settlement in Case # 4B19N-4B-C 22300043. The language contained in the Dispute Resolution Team (DRT) is clear and unambiguous.

*"As a Remedy, Management is again instructed that upon receipt of this decision they will provide the Union with any information they have not received to the point."*

In addition, monetary remuneration was also mentioned as compensatory damages \$390.63 to Shop Steward Colleran and \$951.58 to the Local branch. The USPS failed to honor its commitment. Hence, the Union filed a non-compliance grievance #HB-19N-4B-C 23019428, which is now before the undersigned. The Employers reasons for non-compliance are specious and lack real merit.

For a start,

1. Multiple attempts were made to find the documentation.
2. Labor Relations reached out to the Union for help finding documents.
3. Multiple requests were made to a vast amount of people.
4. Postmaster Garcia provided what she could.
5. There was a massive change in Postal Districts and territories.
6. Employer states the information does not exist.

On the other hand, in a letter dated March 15, 2022, (J-2) Postmaster Garcia said:

*“The Postal Service is asking for the relevance of the information requested for Supervisor Cyprian Webb. PM Garcia said the evidence requested is not relevant to Bargaining Unit work. Therefore, non-presumptively relevant.”*

Also, the Employer stated the information was of a private nature.

It is patently clear the Service vacillated from not knowing where to find the information, to failure to provide documentation for various reasons not covered under the CBA. What is more, under the Banner of Previous Step B decision, a grievance was resolved in the following manner. Case #4B19N-4B-C 23300067:

*“The Dispute Resolution Team (DRT) has resolved this grievance by determining Management violated Article(s) 15, 17, 19 and 31 of the National Agreement when they failed to provide requested information. As a remedy, upon receipt of this decision, Management will provide the Union the requested information. The requested information is climate survey interviews/results. Understandably, employees who participated in the survey are meant to remain anonymous. However, results can still be provided with names, Employee Identification Numbers, and/or any other personal information redacted from documents. (Emphasis mine) At the very least, a summary of questions and answers should be provided. Management is also instructed to, in the*

*future, provide the information or an answer to properly requested information within a reasonable period of time.”*

The resolution supra is similarly situated as the instant case. The Union is seeking information where the contextual relationship is the same. (i.e.) Climate study and the Joint statement on Violent Behavior (JSOVV). Both of these methodologies are mindful of the anonymous private information sensitive to the parties. Based on the latter, I find the Service’s rationale for denying the requested information is contradictory. This instant grievance is the Union’s third attempt to enforce grievances resolved at Step B. 1). B195-4B-2210-8493; 2). 4B1N-4B-C 2230043.

The record evidence in these proceedings consisting of over a three hundred fifty (350) page case file contains a tidal wave of resolutions. The decisions focus on the Employer’s refusal to honor settlements. Arbitrator Lawrence Roberts in Case # K11N-4K-C 17310015 said the following:

*“The entire purpose of Article 15 is to engage the Parties toward a resolution of any conflict at the earliest practical time. There is absolutely no excuse for a violation of this particular section.”*

Arbitrator Roberts continues saying this:

*“And when this language is habitually disregarded, the remedy must escalate proportionally to encourage future compliance.”*

More importantly, however, Arbitrator Roberts points out:

*“Habitual in this case is based on the recent history of those Step B decisions previously mentioned. The Employer may insist that such remedy seems somewhat punitive, however in that same breath, their failure to follow unambiguous language may seem as punitive to the opposing party as well.”*



The Dispute Resolution Teams have been emasculated by Managers who refuse to honor the teams' good faith bargaining.

The Employer argues in its brief:

*"The Union did not prove that Management acted arbitrarily, capriciously, unilaterally or that Management violated Articles 15, 17, 19 and 31 of the CBA."*

I strenuously disagree. The Parties have a comprehensive, thoughtful and technically written Article 15 process. Article 15.2.B.a states:

#### **Dispute Resolution Teams**

*"Step B Teams each consist of two (2) Step B representatives. One appointed by the NALC and the other by the Postal Service."*

However, the contract is diminished of force and effect if one Party openly and notoriously nullifies the spirit and intent of the language.

The Employer did not deny a "climate study" was conducted. Nor did the Service deny an "investigation of a violation of the Joint Statement on Violent Behavior" was conducted (JSOVB). Hence, failure to provide the Union requested information diminishes the Union's ability to represent the work force.

The record of these proceedings establish Management failed to execute at least two (2) formal A settlements and five (5) Step B resolutions. What is more, the Employers systemic violations of Article 15.B undermines the spirit and intent of the language contained in Article 15 and "due process." As far as I can see, these unmitigated violations have continued since 2017.

Arbitrator Ellen Saltzman, in Case # K16N-4K-C 19158037 made the following observation:

*"This is a continuing and repetitive violation which undermines the Parties commitment to compliance with grievance settlements and awards. The Parties must comply, it is not an option."*

*It is mandatory. The Parties did not have to settle the grievances, but once they did, they must comply."*

In a similar case decided in Frederick, MD, Case # K11N-4K-C 17183206, Arbitrator Lawrence Roberts made this observation.

*"In fact, I am convinced that a punitive award is the only preventative measure to curb future violations. And the Parties agreed to an escalating remedy for such future violations."*

That for the reasons set forth herein, the grievance is sustained. All of the conditions articulated in 4B-195-4B 56108493, and 4B19N-4B-C 2230043 (J-3) (P-3) resolve must be provided to the Union. This is a Management cease and desist order for violating Articles 15, 17, 31 and M-0517 via Article 19 of the National Agreement. Failure to provide documentation and compliance with prior decisions.

The payment of \$390.63 to Steward Colleran and \$951.58 payment to the Milford NALC Branch. In addition to all the information requested must be provided within thirty (30) days.

**Remedy requested for punitive damages and other penalties:**

1. The Union's Request for a \$9,135.12 lump sum payment to the NALC Branch.
2. The lump sum payment to Steward Kaelyn Ayers in the amount of \$3,750.00.
3. The \$100.00 per calendar day payment to Branch 906, beginning no later than May 6, 2022.

That for the reasons set forth herein, the grievance is sustained with a modified remedy.

1. Documents requested by the Union shall be provided within thirty (30) days.
2. Payment shall be made to Shop Steward Shawn Colleran in the amount of \$393.63.
3. Payment to the Milford Branch 906 in the amount of \$951.58.

Punitive damages requested by the Union are hereby modified.

A lump sum award of \$5,000.00 shall be equally shared by the Letter Carriers who work in the Milford, Delaware Post Office. This finding shall be carried out within thirty (30) days.

The Arbitrator shall retain jurisdiction in the event this award is not properly executed.