

REGULAR ARBITRATION PANEL

IN THE MATTER OF THE ARBITRATION

BETWEEN

EMPLOYER

UNITED STATES POSTAL SERVICE

AND

UNION

AMERICAN POSTAL WORKERS UNION,  
AFL-CIO

GRIEVANT: CLASS ACTION

POST OFFICE:

DES MOINES, IA P&DC

CASE NO: I94C-1I-C 98022134

BEFORE: GEORGE EDWARD LARNEY

APPEARANCES:

FOR THE POSTAL SERVICE:

MARCIA G. GRANT  
Labor Relations Specialist  
Hawkeye District

FOR THE UNION:

BRUCE CLARK  
President  
Iowa Postal Workers Union

PLACE OF HEARING:

1165 Second Avenue  
Des Moines, IA 50318

DATE OF HEARING:

SEPTEMBER 28, 2000

DATE OF AWARD:

JANUARY 19, 2001

CONTRACT YEAR:

1994-98

TYPE OF GRIEVANCE:

Contract - Mandatory Overtime

AWARD SUMMARY

The Arbitrator finds that the Postal Service committed the overtime infraction as charged by the Union. Accordingly, the Arbitrator rules to sustain the grievance.

GRIEVANCE SUSTAINED.

  
GEORGE EDWARD LARNEY  
Arbitrator

WITNESSES: (in order of respective appearance)

FOR THE EMPLOYER

PATRICIA LADURINI \*/  
Supervisor

FOR THE UNION

MELISSA SEELEY  
Union Steward

JIM SPINA  
Clerk Craft Director &  
Union Steward

ISSUE

At the hearing, the Parties stipulated to the following issue as being properly before the Arbitrator for resolution on the merits:

Did the Postal Service violate the National Agreement (Jt. Ex. 1) when it mandated overtime for two (2) employees not on the Overtime Desired List (OTDL) on Saturday, July 26, 1997?

If so, what shall be the proper remedy?

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\*/ Testified in both the Case-in-Chief and in Rebuttal.

RELEVANT DOCUMENTATIONI. APPLICABLE CONTRACT PROVISIONS (Jt. Ex. 1)

- §§ 3, 8.4F, 8.5, 19
- Memorandum of Understanding Re:  
Article 8

II. OTHERA. LOCAL MEMORANDUM OF UNDERSTANDING (Jt. Exs. 5 & 6)

- Item 14 - Overtime - All APWU Bargaining Unit Employees (Jt. Ex. 5)
- Item 18 - Definition of a Section (Jt. Ex. 6)

B. LAMPS SETTLEMENT AGREEMENT - DES MOINES POST OFFICE, APWU NO. 77-88-4038 (Jt. Ex. 4)

- Attachment: Arbitration Case No. I94C-1I-C 97021338 (Arb. Larney, 12/7/99)

BACKGROUND

In July of 1997, Tour 1 regularly scheduled work hours were 10:30 p.m. to 7:00 a.m. and Tour 2 regularly scheduled work hours were 7:00 a.m. to 3:30 p.m. at the Des Moines, Iowa Processing and Distribution Center (P&DC). At this time, Tour 1 was severely short staffed and, as a result, Tour 2 employees were utilized on overtime to supplement Tour 1 staffing and to fill in on vacancies. If a need arose to work Tour 1 employees on end of tour overtime, said overtime was called anytime between 4:00 a.m. and 6:00 a.m. On each tour, which also includes Tour 3, six (6) Flat Sorting Machines (FSM) are operated but, not all six (6) are operated for the entire tour as preventative maintenance is performed on some of the machines for two (2) hours at a time. Specifically, Tour 1 operates all six (6) FSMs from 11:00 p.m. to 3:00 a.m. At 3:00 a.m., one (1) FSM is taken out of production for maintenance which leaves five (5) FSMs running and operational between 3:00 a.m. to 5:00 a.m. At 5:00 a.m., another FSM is taken out of production leaving five (5) FSMs running and operational between 5:00 a.m. and 7:00 a.m., the end tour time of Tour 1. On Tour 1, therefore, for half of the tour (4 hours), six (6) FSMs are being operated and for the other half of the tour, five (5) FSMs are being operated. On Tour 2, maintenance is performed on three (3) FSMs in two (2) hour increments (known as maintenance windows) and on Tour 3, maintenance is performed on one (1) FSM. Thus, over each 24 hour period (three, eight hour tours), all six (6) FSMs have undergone preventive maintenance.

Patricia Ladurini, Acting Tour 1 Manager, Distribution Operations (MDO) in July of 1997, the subject time period within which the events occurred that resulted in the instant grievance being filed, testified that among the mail processed on the FSMs during Tour 1 was Zone 9 mail that consisted of first class flats (oversized envelopes) sent to a Business District in the Greater Des Moines area. Ladurini explained that the common modus operandi of the general public in sending such first class flats to a company in a business district was not to address the mail by street name and number but, rather by designating the address using the cross streets of the company's location such as, for example, 9th and Keel. According to Ladurini, Zone 9 mail constituted the largest volume of mail than any other zone and, except for Zone 9 mail addressed to the West Des Moines business district, the vast majority of other Zone 9 mail was not susceptible to being processed by 4-keying. Ladurini explained that 4-keying is where an FSM operator keys the four digits of a zip code that follows the standard five (5) digit zip code, further noting that the last four (4) digits of the nine (9) digit zip code designates the letter carrier on the route. According to Ladurini, 4-keying Zone 9 mail would not be effective since it would not identify the building, the company being mailed to resided in. Ladurini maintained that Zone 9 mail therefore was never 4-keyed and was never bar coded.

Ladurini explained that there was an attempt to convert Zone 9 mail to Alpha but that attempt failed in that it did not work. According to Ladurini, of the number of employees who were regularly assigned to Tour 1, only three (3) were qualified on the Zone 9 mail scheme in July of 1997 and they were, Laura Freeman, Rita Peiffer, and David Simmons. The record evidence reflects that of these three (3) employees only Simmons was signed up on the Overtime Desired List (OTDL or ODL) for the quarter in question, July, August and September, 1997. The record evidence further reflects that of the total of 29 employees on Tour 2, fourteen (14) were signed up on the OTDL but, according to Ladurini, there were no employees among these fourteen (14) Tour 2 employees that were scheme qualified to key Zone 9 mail on the FSMs as were Freeman, Peiffer and Simmons.

Ladurini testified that on July 26, 1997, the volume of Zone 9 mail was greater than usual and therefore, it was necessary to call overtime to process the remainder of the Zone 9 mail that did not make the last dispatch at 6:30 a.m. Ladurini explained that typically, Zone 9 mail was finalized at 6:00 a.m. but that was not the case on Saturday morning, July 26th. As a result, Ladurini testified, she called two (2) hours of overtime to be worked by Freeman and Peiffer who worked on processing the remainder of the Zone 9 mail between 7:00 a.m. and 9:00 a.m. Ladurini asserted that if the remaining Zone 9 mail had not been processed on Saturday morning and thereafter dispatched at a later time that morning, it might not have been fully processed until the following Tuesday, July 29, 1997. This was so, Ladurini explained, because Freeman's scheduled days off were Monday and Tuesday and Peiffer's scheduled days off were Sunday and Monday. Simmons, the only other FSM operator that was Zone 9 qualified on Tour 1 was signed up to work overtime only on his days off which were Wednesday and Thursday. So that left Simmons as the only Zone 9 qualified FSM operator who could process the remaining Zone 9 mail on Sunday, July 27, 1997, and Peiffer as the only Zone 9 qualified FSM Operator who could process the Zone 9 mail on her next regularly scheduled tour which was Tuesday, July 29, 1997. Ladurini acknowledged however, that there was one FSM operator in the Manual Section that was also Zone 9 qualified whom she utilized on occasion to process excess volume of Zone 9 mail and, on those occasions where Freeman and Peiffer both were off work on their overlapping regularly scheduled days due to, for example, reporting off from work on sick leave.

Union Steward and Clerk Craft Director, Jim Spina, testified that from 1997 to 1998 the P&DC was short employees in the Flat Sorter area on all tours and, as a result, every day, for almost one (1) year, employees from Tour 2 were called in to work on Tour 2 four (4) hours of overtime prior to the start time of their tour meaning

they came to work at 3:00 a.m.<sup>1</sup> According to Spina, Tour 2 employees working this overtime processed SCF (Sectional Center Facility) mail, did alpha keying, and processed Zone 9 mail as well. Spina noted that the Flat Sorter Section processed mail for 15 to 16 zones and of these zones, only two (2) zones required being scheme qualified, specifically Zone 9 and West Des Moines. According to Union Steward, Melissa Seeley, on July 26, 1997, there were several Tour 2 employees on the OTDL that Ladurini could have called in and utilized to process the excess volume of Zone 9 mail rather than forcing Freeman and Peiffer to work mandatory overtime of two (2) hours, neither of whom were signed up for overtime on the Tour 1, OTDL. The record evidence reflects that of the Tour 2 employees on the OTDL, the following employees could have been called in to work begin tour overtime the morning of July 26, 1997, to wit: Trudy Backstrom and Wayne Benefiel. Also, according to the record evidence, Tour 2 employees, Jung Won, David Heiser and Geverna Lamar, were called in to work two (2) hours of overtime on July 26th but they could have been utilized for four (4) hours of overtime that day. Furthermore, Tour 2 employee, Dennis Gunn who was signed up for begin tour overtime and who was regularly scheduled to work Saturdays was not called in to work any overtime on Saturday, July 26th (see fn. 1, supra). Additionally, the record evidence reflects that Tour 2 employees, Ronald Richards, Raymond Brunk, and Jim Spina, all of whom had Saturdays as one of their non-scheduled days but all of whom were signed up on the OTDL and indicated their availability to work overtime on their days off, could also have been called in to work the overtime on Saturday, July 26th, that employees Freeman and Peiffer were mandated/forced to work on that date even though they were not signed up on the OTDL for the time period in question. In his

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<sup>1</sup> The Arbitrator notes there were 26 employees assigned to the Flat Sorter area on Tour 1 and of this total, seven (7) employees had signed up on the OTDL for the three (3) month period, July, August and September, 1997 (Jt. Ex. 7). On Tour 2, there were 29 employees assigned to the Flat Sorter area and, of this total, fourteen (14) were signed up on the OTDL for the three (3) month period, July, August, September, 1997 (Jt. Ex. 8). It is further noted that employees on the OTDL specify a preference as to when they will work the overtime specifically, their availability to work overtime in advance of their regularly scheduled tour or, at the end of their regularly scheduled tour or, on their non-scheduled days or, any combination of these three (3) times. It is noted that of the seven (7) Tour 1 employees on the OTDL, none indicated they were available to work overtime at the end time of tour and of the fourteen (14) Tour 2 employees on the OTDL, eleven (11) indicated they were available to work overtime in advance of the begin time of their tour. It was this fact that resulted in calling in Tour 2 employees to cover overtime that occurred in the second half of Tour 1 as there were no Tour 1 employees signed up on the OTDL willing to work end of tour overtime.

testimony, Spina noted that even though Tour 1 employees Timothy White and Adrian Bowley are not scheme qualified for Tour 9 mail, nevertheless, both possess the skill to 4-key and both have worked Zone 9 mail (Un. Ex. 5) asserting therefore, that Ladurini could have utilized their services to assist in processing Zone 9 mail prior to the end of tour rather than force Freeman and Peiffer to work two (2) hours of overtime on Saturday, July 26th. In fact, a perusal of the clock rings for White on July 26th, reflects that for some amount of time that tour, he did work on Zone 9 mail designated as Operation 146 (Un. Ex. 5).

Ladurini acknowledged in her testimony that during the time period in question, Tour 2 employees on the OTDL were regularly called in to work overtime on Tour 1 but asserted that none were scheme qualified to process Zone 9 mail and instead, were utilized to process Iowa mail, to finalize bar code mail and to key flats on the FSM. Under the given circumstances prevailing on Saturday morning, July 26, 1997 and confronted with the Postal Service goal of delivering every piece of mail that can possibly be delivered everyday, Ladurini maintained she had no other option but to retain employees Freeman and Peiffer to work the two (2) hours of overtime even though neither were on the OTDL at the time.

The Arbitrator notes that at the hearing, the Union objected to Ladurini's testimony regarding her assertion that employees other than Freeman, Peiffer and Simmons lacked the qualifications to process Zone 9 mail on grounds that this was never an argument raised in the grievance procedure throughout the handling of this grievance prior to progressing it to arbitration and therefore, it constitutes new argument subject to exclusion from the Arbitrator's consideration. According to the Union, the only argument raised by Management in the grievance procedure was one of availability of other employees to process Zone 9 mail. Ladurini, in rebuttal, testified that as part of their deliberation at Step 2, she raised with Spina the matter of scheme qualifications to process Zone 9 mail and the resultant need to call the mandatory overtime in question. As support for her position, Ladurini referenced her written Step 2 denial response of the grievance as follows:

**THE FACTS AS MANAGEMENT UNDERSTANDS THEM ARE AS FOLLOWS:**

That on July 26 for the 27 mandatory overtime was call on Tour One employees. That the Overtime Desired List was not utilized 12hrs a day of 60hrs work week. The Union states that this is a violation of Art. 8 of the National Agreement. That Laura Freeman and Rita Peiffer be compensated 75% at the overtime rate and be made whole. According to Art. 8, Section 5 of the National Agreement reads that if the voluntary "Overtime Desired" List does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to

work overtime on a rotating basis with the first opportunity assigned to the junior employee.

The staffing and operational need determine when and how many employees are needed to process mail to ensure dispatch discipline. Unfortunately, Tour Two employees are not available to finalize states and SCF and are not on Zone 9 or to sort alpha on the flat sorter machines. Tour One also has scheduled maintenance windows that prevent Tour One to utilize the Overtime Desired List up to 4 hr. of begin time.

That past records will show that Management has utilized the Tour Two overtime list 4 hr. prior to tour whenever the opportunity arises.

Management finds that the Union has failed to show a contractual violation, thus this grievance is denied at Step Two.

(Jt. Ex. 2)

As the Parties were unable to reach a mutually satisfactory resolution of the issue in dispute in the preceding lower steps of the grievance procedure, the matter comes now before this Arbitrator for a final and binding determination.

CONTENTIONSUNION'S POSITION

Foremost, the Union asserts that under all the prevailing circumstances of this instant case, the Postal Service failed to adhere to the overall general principle and mutual understanding between the Parties to honor those employees who wish not to work overtime by shielding them from having to work overtime through the establishment and administration of an Overtime Desired List whereby, employees who desire to work overtime are utilized for that purpose whenever the need arises to call overtime. The Union submits that the record evidence clearly establishes that employees, Laura Freeman and Rita Peiffer, were not signed up on the Tour 1 Overtime Desired List (OTDL) for the Flat Sorter Section for the July, August, September quarter of 1997 yet, they were each forced to work two (2) hours of mandatory end of tour overtime on Saturday, July 26, 1997. The Union argues that the only way Management could have utilized these two (2) employees on forced overtime is if it had followed and exhausted the pecking order set forth in the October 20, 1988 Lamps Settlement Agreement for scheduling of overtime (Jt. Ex. 4) which it failed to do in the case at bar. The Union notes that had Postal Service Management followed this pecking order which takes into account the factor of skills required to perform the work in question requiring overtime for its completion, Management is given four (4) options it can exercise in a hierarchical manner to secure the necessary complement of employees to fill its overtime needs before having to reach to the fifth and last option of utilizing non-volunteer employees (meaning those not signed up on the OTDL) in the section and tour requiring the overtime on their non-scheduled day, by inverse seniority with the necessary skills (Jt. Ex. 4).

The Union, consistent with its position that Management never defended its actions at any time in the grievance procedure that it required scheme qualified employees to process the excess volume of Zone 9 mail, argues that Ladurini could have utilized Tour 2 employees on the OTDL to process the subject Zone 9 mail by bar coding it, by alpha keying the mail, by 4-keying the mail or, by manual sort (going from the most efficient to the least efficient way in handling this mail).

Finally, even assuming Freeman and Peiffer processed the remaining Zone 9 mail in the two (2) hours of overtime they each worked on Saturday morning, July 26, 1997, the fact is, the Union asserts, this mail was not dispatched to the appropriate Des Moines Station in sufficient advance time of the carriers "hitting the streets" which, at its latest is 9:30 a.m. As testified to by Ladurini, when the mail is dispatched it is sent from the first floor of the

P&DC to the truck terminal on the other side of the building, loaded onto trucks and then delivered to the various postal stations. The Union submits that, as there are no time critical dispatches that occur on Tour 2 FSM shift, the excess Zone 9 mail worked by Freeman and Peiffer on forced overtime did not make it to the Des Moines Station that delivers Zone 9 mail until after 9:30 a.m., meaning that this mail was not delivered until the following Monday morning, July 28, 1997.

The Union asserts this identical overtime issue has been arbitrated in previous cases and Management has not prevailed in its position. Accordingly, the Union requests that the subject grievance be sustained in its entirety including its requested remedy of punitive pay to Freeman and Peiffer in the amount of 75% at the overtime rate of pay and that a cease and desist order be issued by the Arbitrator.

#### EMPLOYER'S POSITION

The Employer takes exception to the Union's argument that its position relative to working Freeman and Peiffer on overtime because they and no other employees were scheme qualified to process Zone 9 mail, constituted a new argument and, as such, surprised the Union, as the written responses exchanged by the Parties in the grievance procedure clearly shows that skills was a topic that was part and parcel of the consideration given the subject grievance in the grievance procedure. The Employer asserts that pursuant to its Management Rights as set forth in Article 3 of the National Agreement (Jt. Ex. 1), it retains the right to call overtime on those occasions it deems overtime to be necessary in order to accomplish its mission/goal of delivering every piece of mail it can possibly deliver everyday. In the case at bar, it determined that overtime was necessary to process the excess Zone 9 mail in question and, in light of the fact that no Tour 2 employee on the OTDL was scheme qualified to process Zone 9 mail and there were no such qualified employees on the OTDL For Tour 1 to utilize, it became necessary to force Freeman and Peiffer to work the subject two (2) hours of overtime because they possessed the skills, that is, the scheme qualifications, to process the Zone 9 mail in question.

The Employer submits that in utilizing Freeman and Peiffer on overtime to process the excess Zone 9 mail, it did so in conformance with relevant provisions of the National Agreement (Jt. Ex. 1) and in conformance with other provisions, such as, the October, 1988 LAMPS Settlement Agreement on the issue of overtime (Jt. Ex. 4), as well. Accordingly, the Employer requests the Arbitrator to deny the subject grievance in its entirety but, should the Arbitrator rule otherwise, the Employer submits that the

remedy sought by the Union of the penalty pay of 75% of the overtime rate is wholly inappropriate as Freeman and Peiffer were already compensated at the overtime rate of pay for the two (2) hours of overtime they each worked on Saturday July 26, 1997. Furthermore, the Employer asserts that the Memorandum of Understanding set forth in the National Agreement (Jt. Ex. 1) relative to appropriate remedy for overtime infractions committed, such as, the infraction alleged here by the Union, makes clear that the monetary remedy sought is not appropriate as this MOU states that the appropriate correction for an overtime infraction shall not obligate the Employer to any monetary obligation, but instead will be reflected in a correction to the opportunities available within the OTDL.

In the final analysis however, the Employer argues it did not commit any overtime infraction in fulfilling its mission of delivering every piece of mail it can deliver everyday in order to satisfy its customers' expectations of receiving their mail in a timely fashion.

OPINION

The record evidence persuades the Arbitrator that the Union's position it was taken by surprise with the introduction of new argument by the Employer specifically, that Ladurini pursued her course of utilizing employees Freeman and Peiffer on forced overtime to process excess Zone 9 mail on Saturday, July 26, 1997, must be rejected as it is clear from a straightforward reading of the responses in the various steps of the grievance procedure leading up to this arbitration, that the Postal Service held it acted in accordance with the provisions set forth in Article 8, Section 5D of the National Agreement (Jt. Ex. 1) which states, in pertinent part, the following: "if the voluntary 'Overtime Desired' list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee." Certainly, the reference to **qualified employees** means employees who possess the necessary skills to perform the work in question. The fact that the Employer has also relied on Article 8, Section 5G in support of its utilization of employees Freeman and Peiffer who were not on the OTDL to work the overtime in question, which section refers to those employees on the OTDL not being available because of total hours previously worked, does not negate the fact the Postal Service also asserted, in its defense, the need to utilize the skills of Freeman and Peiffer specifically, their being scheme qualified to process Zone 9 mail.

However, the Arbitrator concurs in the Union's central argument that Ladurini failed to abide by the pecking order set forth in the 1998 LAMPS Settlement Agreement (Jt. Ex. 4) in securing qualified employees on the OTDL to work the Zone 9 mail in question instead of forcing employees Freeman and Peiffer who were not on the OTDL to perform the subject work on end of tour overtime. It is abundantly clear from Ladurini's own testimony that she did not look beyond Tour 2 employees on the OTDL, all of whom she declared lacked the necessary scheme qualifications to process Zone 9 mail, to secure other OTDL employees who did possess the required skill instead of forcing employees Freeman and Peiffer to each work two (2) hours overtime at the end of their tour to process the subject Zone 9 mail. In other words, the record evidence fully supports the Union argument that Ladurini failed to exhaust the established pecking order set forth in the Lamps Settlement Agreement (Jt. Ex. 4) before utilizing the conscripted services of Freeman and Peiffer. The record evidence also establishes that had Ladurini followed the pecking order she most certainly would have found employees on the OTDL of other sections and tours that were scheme qualified to process Zone 9 mail. But, even assuming arguendo this was not the case, the record evidence reflects that this excess Zone 9 mail could have been processed by Tour 1 employee, David Simmons the very next day on Sunday, July 27, 1997 and that waiting

this extra time may not have caused any greater delay in delivery of this mail than having it processed by Freeman and Peiffer as the subject mail processed by them on Saturday morning was delivered to the Postal station after the Carriers left the station for their routes. With no delivery of mail on Sunday, the subject mail that was processed by Freeman and Peiffer most likely was delivered on Monday, July 28, 1997. Had Ladurini assigned the subject work to Simmons on Sunday, rather than forcing Freeman and Peiffer to work two (2) hours of overtime on Saturday morning, said mail most likely would also have been delivered on Monday, July 28, 1997. Thus, with no resultant difference in date of delivery, Ladurini could have spared forcing Freeman and Peiffer to work the overtime in question.

Having so found that Ladurini infringed the LAMPS Settlement Agreement (Jt. Ex. 4) the issue of inappropriate remedy remains. On this argument, the Arbitrator concurs in the Employer's position that the penalty pay sought by the Union is inappropriate given the provisions of Article 8, Sections 4 and 5. It is clear from a straightforward reading of the relevant provisions set forth in these two sections of Article 8 that penalty overtime pay is applicable only to those situations in which the employees are made to work in excess of maximum overtime hours allowable on either a daily or weekly basis. Furthermore, the provision pertaining to a remedy where the overtime principles set forth in the Article 8 Memorandum of Understanding contained in the National Agreement (Jt. Ex. 1) are contravened, is likewise inapplicable as that remedy, a non-monetary one provides for making another overtime opportunity available. This remedy, of course, has no applicability here because both Freeman and Peiffer were not on the OTDL and this non-monetary remedy applies only to employees on the OTDL. The Union argues that because the Employer committed a violation of the Contract it should be subject to some penalty for if it is not, it will continue to incur the same infraction knowing it can do so with impunity. While the Arbitrator is sympathetic with the Union's stated position, it does not appear there is an appropriate remedy here beyond issuing a cease and desist order warning the Employer that for any future violations it may be subject to a unique remedy fashioned by the arbitrator presiding over future arbitration cases involving this identical issue. For now, however, it does not appear that the Employer has a predisposition to commit such future violations of the kind in evidence here with any great frequency or, for that matter, even to repeat the subject infraction ever again, given changes in method and technology in sorting mail since the time this disputed issue arose.

Based on the foregoing analysis, the Arbitrator finds that the subject grievance must be sustained but, at the same time, the Arbitrator rules that the subject remedy requested by the Union cannot be fully supported.

A W A R D

Based on the rationale set forth in the preceding Opinion section, the Arbitrator finds taht the Postal Service did violate applicable provisions of the National Agreement (Jt. Ex. 1) when it mandated overtime for employees Freeman and Peiffer on Saturday, July 26, 1997, who were not on the Overtime Desired List at the time. Accordingly, the Arbitrator rules to sustain the grievance but does not rule to grant the full remedy sought by the Union for the reasons stated in the preceding Opinion section.

The Arbitrator directs the Employer to cease and desist from committing further such infractions of the National Agreement (Jt. Ex. 1) as evidenced in this case in the future.

GRIEVANCE SUSTAINED

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GEORGE EDWARD LABNEY  
Arbitrator

Chicago, Illinois  
January 19, 2001