

REGULAR ARBITRATION PANEL

In the Matter of the Arbitration

between

UNITED STATES POSTAL SERVICE,

and

AMERICAN POSTAL WORKERS

UNION, AFL-CIO.

Grievant:

Class Action

Post Office:

Ft. Lauderdale Installation

USPS Case No: G10C-4G-C 15234212

APWU Case No: FL15-0329

Before:

Martin A. Soll, Arbitrator

For the U.S. Postal Service:

Lori Costa

For the Union:

Mike Sullivan

Place/Date of Hearing:

Fort Lauderdale, FL/June 29, 2016

Date of Award:

August 26, 2016

Relevant Contract Provisions/Manuals:

Articles 1 and 15

Contract Year/Type of Grievance:

2010-2015/Contract

AWARD SUMMARY

Postal Service violated the parties' signed July 20, 2004-Step #3 Settlement Agreement of Fort Lauderdale APWU/USPS Class Action Case No. H00C-1H-C04093326 / FL04176, by its unilateral March 2015-initiation, distribution, and administration of its Postal Plus employee survey to all APWU represented bargaining unit employees assigned to the Fort Lauderdale Installation. The instant grievance, accordingly, is sustained/awarded in favor of APWU.

Martin A. Soll

Arbitrator

JURISDICTION

The instant class action grievance charges that Postal Service's March 2015-mailing of its then "new" Postal Pulse employee survey to the APWU represented employees assigned to the Fort Lauderdale Installation (for brevity, "Fort Lauderdale"¹) violated the language of the parties' signed July 20, 2004-Step #3 grievance settlement of Fort Lauderdale APWU/USPS Class Action Case No. H00C-1H-C04093326 / FL04176 (for brevity, the "2004-Settlement").² The said 2004-Settlement stated, in relevant part, as follows:

July [20], 2004	H00C-1H-C04093326
Mr. Robert Stutts, NBA	01-JUN-04 FL04176
APWU - Clerk Craft	CLASS ACTION
8001 N. Dale Mabry, Suite 301	FORT LAUDERDALE, FL
Tampa, FL 33614-3264	33310 9998

Dear Mr. Stutts:

After considering all of the available evidence of record and that presented by the Union at the Step 3 hearing [on] July 20, 2004, it is mutually agreed that the grievance is settled as follows:

*The facts in the file appear to show a violation of the December [30], 2003-pre-arbitration settlement. **In the future, surveys may be conducted [in Fort Lauderdale] as long as the local [APWU] union has agreed to participate.** (Emphasis added).*

It is further agreed that the above settlement is reached on a non-precedent basis, does not constitute a waiver of either Party's position on similar cases, and is not to be cited or referenced by either party in any future case which may arise.

s/*Peter Marcoux*, LHS
Step 3 Management Representative

s/*Robert Stutts*, NBA
Step 3 Union Representative

¹ The Fort Lauderdale Installation (f/k/a the Fort Lauderdale HUB, and the Fort Lauderdale P&DC) also includes its associate (a/k/a "satellite") offices located in Broward County, Florida.

² APWU also alleges that Postal Service's distribution and administration of the Postal Pulse employee survey violated the CBA's Article 1.1. which recognizes APWU "as the exclusive bargaining representative of all employees in the bargaining unit for which each as been recognized and certified at the national level." The undersigned, it is sufficing to say, finds no culpable violation(s) of Article 1.1 in this matter. To that extent, accordingly, the instant grievance is denied.

The one-page March 2015-Postal Pulse employee survey at issue, and its accompanying questions & answers stated, in relevant part, as follows:

The Survey

THE POSTAL PULSE

▼ Start Here

Please check the box below if you do not wish to participate at this time.

I do not wish to participate in the USPS Employee Survey at this time.....☐

		Extremely Dissatisfied			Extremely Satisfied		Don't Know
		1	2	3	4	5	
0.	On a five-point scale, where 5 means extremely satisfied and 1 means extremely dissatisfied, how satisfied are you with the Postal Service as a place to work?	▼	▼	▼	▼	▼	▼
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

On a five-point-scale, where 5 means strongly agree and 1 means strongly disagree, please rate your level of agreement with the following items.

		Strongly Disagree			Strongly Agree		Don't Know/ Does not Apply
		1	2	3	4	5	
		▼	▼	▼	▼	▼	▼
1.	I know what is expected of me at work.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	I have the materials and equipment I need to do my work right.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	At work I have the opportunity to do what I do best every day.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	In the last seven days, I have received recognition or praise for doing good work.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	My supervisor, or someone at work, seems to care about me as a person.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	There is someone at work who encourages my development.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	At work, my opinions seem to count.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	The mission or purpose of my company makes me feel my job is important.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	My fellow employees are committed to doing quality work.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10. I have a friend at work..... ☐ ☐ ☐ ☐ ☐ ☐
11. In the last six months, someone at work
has talked to me about my progress..... ☐ ☐ ☐ ☐ ☐ ☐
12. This last year, I have had opportunities
at work to learn and grow..... ☐ ☐ ☐ ☐ ☐ ☐

THANK YOU for taking the time to complete The Postal Pulse.

Your opinions are important to us!

Please mail your completed survey to Gallup using the postage-paid Business Reply Envelope
provided no later than Friday, April 3, 2015.

The Survey's Frequently Asked Questions & Answers

THE POSTAL PULSE FREQUENTLY ASKED QUESTIONS

- **What is the purpose of the survey?**
The Postal Pulse is part of a program designed to improve the employee experience to ensure individuals and workgroups are able to perform at their best. Creating an engaging workplace will make us more effective in serving our customers, improve collaboration, and help individual employees thrive. Your feedback on the survey is a first step in helping us reach this goal.
- **Is completion of the survey voluntary?**
Yes. Completion of the survey is voluntary. Employees are permitted 15 minutes on-the-clock to complete their survey.
- **Do I have to complete the survey at work?**
No. Employees can choose to take the survey off the clock on their own time.
- **Will anyone be able to track my responses back to me?**
No. Your responses are confidential. An independent contractor receives all completed surveys. No one from the Postal Service sees or is provided individual responses.
- **Is the survey confidential?**
Yes, the survey is completely confidential. Your name will be included on the cover page to ensure that all employees receive a survey. However, this is not attached to the survey you will return, and your responses are completely confidential.
- **What happens if I do not answer every item but I still submit the survey?**
Employees that answer at least one question will have their data counted and included in final reports. Employees that opt out but still return the survey will be counted toward overall participation rates but their unanswered questions will not be included in the final reports.
- **How are the survey results reported?**
All responses to the survey are grouped together and reported at the office, district, area and national levels. Groups with fewer than five respondents will not receive a specific report, and these responses will roll up to the next higher level in the organization.
- **How are the survey results followed up on to create change?**
Measuring something does not create change, action does. Once results are released, all leaders and supervisors will share and discuss their report with their workgroup. Then workgroups work together to create an action plan for improving engagement that will be followed up on prior to the next survey.

The record also shows that Postal Service's initiation of its then new Postal Pulse employee survey was announced by the following March 2015-letter to all postal employees from Mr. Jeffrey

C. Williamson, Postal Service's Chief Human Resources Officer and Executive Vice President, Postal Service Headquarters, Washington, D.C. The March 2015-letter stated and advised, in relevant part:

March 2015

SUBJECT: Postal Pulse to replace Voice of the Employee (VOE) Survey

Today we operate in a hyper-competitive, dynamic marketplace. It is critical that as our business changes, we continuously evolve and improve our internal operations. This includes how we measure and engage our workforce. After serving us well for almost 17 years, we are replacing the Voice of the Employee (VOE) survey with The Postal Pulse.

The Postal Pulse is designed to collect your views about the workplace, which will help us create a work environment that ensures teams and individuals are engaged and work to their fullest potential. We have partnered with the Gallup Company, an industry leader on employee engagement, to administer the program. The Postal Pulse was developed to specifically measure employee engagement by capturing employee responses to 12 actionable workplace elements. These elements have proven links to positive environmental and business outcomes. Gallup's research shows that companies with the highest levels of engagement have:

- 37% less absenteeism and employee turnover
- 48% fewer safety accidents
- 22% higher profitability
- 10% higher customer metrics

We know that our success as an organization depends on an engaged workforce. The Postal Pulse will not only measure your views of the workplace, it will provide us with a tool to design, track, and measure the impact of action plans aimed at improving the workplace.

We will be administering one survey in 2015 to all employees and plan to expand to two surveys for all employees in 2016. We are committed to improving the workplace and this begins by hearing your feedback; however, real change only occurs by acting on the results. We will publish the results of the 2015 Postal Pulse and outline how the organization plans to incorporate your feedback into how we run the business. Our goals are to become a more attractive place to have a career, fully leverage the talents and ideas of our workforce, and to perform at the highest level as we continually compete for customers and fulfill our public service mission.

The Postal Pulse will be mailed to you at work in the next two weeks. Please take the time to complete the survey—your feedback is very valuable. As always, your answers are confidential and you can take time, on the clock, to complete it.

Remaining unresolved, the instant grievance was submitted to binding arbitration before the undersigned neutral arbitrator. A non transcribed evidentiary hearing was held at the Fort Lauderdale Installation on June 29, 2016, wherein, the parties were accorded the full opportunity to call, examine and cross-examine witnesses and submit all evidence pertinent and material to their opposing positions.

ISSUE

1. Did Postal Service's March 2015-initiation, distribution, and administration of its Postal Pulse employee survey to the APWU represented employees at the Fort Lauderdale Installation violate the parties' July 20, 2004-Step #3 grievance settlement of Fort Lauderdale APWU/USPS Class Action Case No. H00C-1H-C04093326 / FL04176?
2. And, if so, what is the appropriate remedy?

SUMMARY OF THE PARTIES' OPPOSING POSITIONS & ARGUMENT

APWU's Positions & Argument

At Step 2, and repeated here, APWU requests that the instant grievance be granted/awarded.

In support, in summary and in relevant part, it contends and argues as follows:

- At issue of whether Postal Service may include Fort Lauderdale's APWU represented bargaining unit employees in employee participation type programs, or processes that directly affect wages, hours and working conditions, in the absence of mutual agreement with APWU's Broward County, Florida Area Local 1201.
- That this dispute also involves the issue of whether Postal Service violates the CBA when it works directly with bargaining unit employees in the decision-making process concerning working conditions, rather than working with and through the national, regional, and local APWU leadership on issues which affect wages, hours and working conditions, including ways of improving customer service, increasing revenue, and reducing postal costs prior to the development of such plans or policies.
- That Postal Service is well-aware APWU elected not to participate in employee participation programs and processes and, therefore, APWU represented bargaining unit employees may not participate in, or be members of any such programs or processes that directly affect wages, hours and working conditions.
- That while other postal unions may permit their bargaining unit employees to participate in employee participation programs, or processes that directly affect wages, hours and working conditions, the APWU does not.
- That APWU has disputed the same issue in this matter many times in the past and has prevailed. In this case, again Postal Service is not in compliance with previous settlements of the same issue.

At arbitration, in support of its case, APWU's advocate again stressed and argued, in summary and in relevant part, that the undersigned award the instant grievance for the following reasons:

- That Postal Service's violation of prior settlements regarding its administration of surveys to APWU represented bargaining unit employee at the Fort Lauderdale Installation is not the first time the issue has been brought forth before the parties to resolve.
- That Postal Service's violation starts with Article 1.1 of the Collective Bargaining Agreement; whereas, the parties, the courts, and the labor board have all agreed that APWU is the exclusive bargaining representative of all employees in the bargaining unit.

- That over the years there has been numerous settlements by APWU with Fort Lauderdale's local management regarding contacting employees on working conditions, surveys, opinions, feedback, suggestions, and analysis of the work place.
- That Fort Lauderdale's local Management has tried over the years to go around the grievance settlements by calling their surveys different names.
- That Fort Lauderdale's local management signed all of these prior agreements/settlements; however, what good is an agreement if every year or every other year management violates the settlement all over again? It makes the grievance procedure useless and extremely frustrating for APWU's local union leaders and the postal employees they represent.
- Thus, APWU requests that the arbitrator sustain the instant grievance.

Postal Service's Opposing Positions

At Step 2, and repeated here, Postal Service argues that the instant grievance be denied. In support, in summary and in relevant part, it argues and contends as follows:

- That APWU has not proven a contractual violation. It alleges that management violated the CBA by directly dealing with APWU represented bargaining unit employees in Fort Lauderdale, rather than the union, when the Postal Pulse survey was given to said employees to complete in March 2015. APWU, however, has not proven how management violated the contract since there is no contractual provision that prohibits postal management from giving bargaining unit employees opinion surveys.
- That APWU also attempts to use past settlements to prove Postal Service's violation(s). However, all are non-precedent and all say they are not to be cited or referred to in future cases that may arise. Accordingly, the settlements cited by APWU bare no weight in this grievance.³
- The Postal Pulse survey was not created locally in this [South Florida] District. It is a National survey that was sent out by Postal Service's Headquarters [in Washington, D.C.], not by Fort Lauderdale's local management. Fort Lauderdale's local

³ The parties are advised the undersigned rejects management's position/argument that no weight be given to the 2004-Settlement at issue. The undersign's ruling is based upon the language stated under Article 15.4 of the parties' July 2012-Joint Contract Interpretation Manual ("JCIM"), which states, "A non-citable, non-precedent settlement, at any level, may only be cited in future proceeding for purposes of enforcing its own terms." It is clear, and the undersigned so finds that such language applies to the July 2004-Settlement at issue in this matter.

management does not control surveys.

- The Postal Pulse survey is completed on a voluntary basis. If employees do not wish to complete the survey they do not have to. The survey is strictly voluntary.
- That if an employee chooses to complete the survey on the clock they are given time to complete it; however, if they choose not to complete the survey at work they may take it home to complete. There is no contractual provision that prohibits this. It is simply a survey, nothing more. The union's belief the survey is bypassing it and using the survey to affect wages, change hours and working conditions is simply not true. The union has not proven that anything has changed affecting wages, hours or working conditions due to employees taking surveys. It is simply hearsay on APWU's part.
- That while APWU alleges that management violated Articles 1 and 15 of the CBA, it fails to say how these articles were violated, nor is there any proof in the file that Article 1 or 15 were violated.
- That management is not negating the fact that APWU is the exclusive bargaining representative of all employees in the bargaining unit.
- That giving a bargaining unit employee a survey does not violate Article 15, nor has management stopped APWU from filing grievances. Management has allowed the union to follow Article 15 to its full extent. The union is free to file grievances through the grievance procedure as outlined in Article 15 - without any interference from management.
- And finally, APWU has not proven how the Postal Pulse survey violated any previous settlements since it was not locally created.

At arbitration, Postal Service further stated, argued and/or repeated that the instant grievance be denied in its entirety, in summary and in relevant part, as follows:

- That the Postal Pulse survey is a Headquarters initiative which focuses on twelve specific questions, none of which relate to wages, hours or working conditions. It is a nationally administered program that is overseen by Gallup, and given to all postal crafts and management.
- The employee's completion of the survey is optional and not required.
- The Postal Pulse survey is administered to collect employees' views about the workplace. Its twelve questions are general and nonspecific. And,
- APWU has not advanced a valid argument on how any bargaining unit members were

harmful by management's administration of the Postal Pulse survey, nor that the survey impacted any bargaining unit employee's hours, wages and working conditions.

FINDINGS

Having reviewed the record in this matter and the parties' opposing positions, the undersigned finds as follows:

1. That the preponderance of the evidence shows, thus, the undersigned so finds that Postal Service's undisputed March 2015-distribution/ mailing of its Postal Pulse employee survey to Fort Lauderdale's APWU represented employees failed to comply, and, thus, violated the parties' 2004-Settlement.
2. That Postal Service's violation is evidenced by its failure to comply with the settlement's second sentence which plainly states "In the future [i.e., after July 2004, that] surveys may be conducted as long as the local union [here, Broward County Area Local 1201] has agreed to participate." Moreover, the undersigned finds no evidence in the record that APWU's Broward County Area Local 1201 ever agreed to participate with Postal Service's conducting of the March 2015-Postal Pulse survey at the Fort Lauderdale Installation for those APWU represented employees assigned to same.
3. Regarding Postal Service's contractual duty to comply with grievance settlements, the undersigned takes notice of the following:
 - The language of Article 15.4.A's second which states that "Every effort shall be made to ensure timely compliance and payment of monetary grievance settlements and arbitration awards."
 - A March 20, 1998-letter signed by Postal Service's Mr. John Potter, Vice President, Labor Relations, which acknowledged that Postal Service "[c]ompliance [with grievance settlements] is not an option but a requirement."⁴

⁴ In relevant part, Vice President's Potter's March 20, 1998-letter stated as follows:

March 20, 1998

It has been brought to our attention that we have an increasing problem with postal managers not complying with arbitration awards and grievance settlements, especially back pay awards.

Arbitration awards and grievance settlements are final and binding. Compliance is not an option but a requirement . . .

Please take affirmative steps to ensure that all arbitration awards and grievance settlements are being complied with in a timely fashion. Failure to do so only damages our credibility with both

- A December 28, 2007-letter signed by Mr. Peter Sgro (Human Resources, Postal Service's Southwest Area, Dallas, Texas) which similarly acknowledged that postal management's "[c]ompliance with . . . grievance settlements is not optional."⁵
- And last, the following language of the December 16, 2002-Opinion and Award of Arbitrator Elliott Newman in APWU/USPS Case No. C00T-4C-C02178732 / 0201372, (California, PA Post Office). In that matter, the arbitrator sustained an APWU grievance (as is the case here), to enforce a signed grievance settlement. As relevant to this matter, Arbitrator Newman stated, found and/or noted the following - all of which the undersigned fully concurs and adopts.

It is very destructive to labor-management relations for either side to renege on a grievance settlement. In a Step 2 settlement, each

our employees and our unions.

⁵ In its entirety, Mr. Sgro's December 28, 2007-letter stated as follows:

December 28, 2007

DISTRICT MANAGERS, HUMAN RESOURCES

SUBJECT: Grievance Settlement and Arbitration Award Compliance

We continue to receive allegations of non-compliance with or significantly delayed implementation of grievance settlements and/or arbitration awards. We have verified that in several cases there has either been inattention or reluctance to implement settlements and arbitration awards in a timely and complete manner, causing inappropriate delays and an unnecessary reopening of additional potential liability for the Postal Service.

This is a reminder to have your appropriate designees make sure that there is complete follow through to closure (full compliance) in an expeditious manner AFTER a settlement and/or Arbitration Award to ensure that whatever the outcome of the decisions the appropriate actions are taken to comply. Normally most cases with pay adjustments should be completed within fourteen (14) days of the settlement with the exceptions of more complex payments related to removals.

Following is a restating of USPS policy on the subject. This policy was set at Headquarters and communicated to the field via memorandum from Pat Donahoe, DPMG and Chief Operating Officer, with an additional correspondence reinforcing this policy sent by the Area-Vice President last year (copy attached).

"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 appropriate managers and supervisors in your district are aware of this policy and their responsibility to implement arbitration awards and grievance settlements in a timely manner.

As information, if there are any future allegations of non-compliance or delays beyond a reasonable time frame (30 days) for appropriate cases with settlements or awards, the Union at the Regional level will notify Area Labor Relations for joint intervention to ensure full compliance with the policy and the collective bargaining agreement.

Designee is entitled to rely on the authority of the other Designee under Article 15, Step 2(c) to settle the grievance in whole or in part. If a resolution and understanding is reached between the two Designees, it is of prime importance that the settlement be final and binding and that in good faith it be implemented. Many arbitrators have recognized the importance of giving full faith and credit to grievance settlements. For example, in a case between these same parties at the Pittsburgh BMO where the parties reached a grievance settlement, Arbitrator Clare B. McDermott In Case No.C94C-1C-C 96033222 (November 12, 1997), did not consider the Services' belated arguments based on the clothing allowance provisions of the National Agreement or the ELM (at page 3). Regarding the validity of the settlement agreement under Article 15 of the National Agreement, Arbitrator McDermott sustained the grievance stating that the Union was only justly insisting that the Service continue to honor the settlement agreement. (at page 6). His [i.e., Arbitrator McDermott's] appropriate Award was that ". . . the Service is directed to continue to carry out the August 3, 1995 settlement of the earlier grievance which it agreed to in paragraph 13 of those grievance documents." (at page 7).

In another Award between these same parties by Arbitrator Richard W. Dissen in Case No. C98C-1C-C9926541 (August 11, 2002), concerning the Service's elimination of a work clothes allowance for employees bidding into General Expediter positions at the Pittsburgh GMF, Arbitrator Dissen found that the Service had failed to honor the terms of a prior grievance settlement and sustained the grievance.

In another case at the Pittsburgh BMC, Arbitrator Jacquelin F. Drucker in Case No. C90C-1C-C95050839 (July 1, 1996), enforced a Step 3 settlement agreement noting that such agreements are as binding on the parties as the National Agreement itself (at page 10). Arbitrator Drucker also noted that under Article 15, the purpose of such a settlement agreement is to resolve and end disputes and is "presumed to have been executed in a desire to resolve, not refuel, a grievance." (at page 12). Finally, as with this case, the settlement agreement indicated that the Service "will" compensate employees out of schedule, and Arbitrator Drucker found that the Service had accepted its obligation to pay monies owed. (at page 11).

In Case No. C90C-1C-C94009465 (April 25, 1995), Arbitrator Linda DiLeone Klein found that a Step 1 settlement was enforceable and should be implemented as written. She further stated that: "Both parties are bound by the settlement even if it can be considered to be a 'bad' settlement." As also succinctly stated by Arbitrator James P. Martin in Case No. C7V-4B-C23044 (September 18, 1990): "Whether the Settlement of the prior grievance was accurate, or wise, or proper, it was binding." (at page 3). In Case No. S7C-3V-16065 (July 9, 1989), Arbitrator Ernest E. Marlatt stated that as the parties had reached a Step 3 settlement agreement in a prior grievance which was binding

on the parties, he would not consider the merits of the grievance before him as “the grievance has already been resolved with finality.” (at page 4).

A sampling of other arbitrators who have written well-reasoned Awards emphasizing the conclusion that grievance settlements are binding on the parties are: Arbitrator Canton J. Snow in Case No. W1C-5D-C25282 (November 17, 1987); Arbitrator Lamont F. Stallworth in Case No. C7C-4H-C12609 (March 25, 1991); and Arbitrator J. Dworkin in Case No. C1C-4B-C9692 (June 19, 1984).

For all of the above reasons, the instant grievance is sustained/awarded in favor of APWU with the following appropriate remedies.

AWARD AND REMEDIES

On the record as submitted and all of the above, the undersigned arbitrator finds that Postal Service, as charged by APWU, failed to comply and, thus, violated the language of the parties’ above quoted 2004-Settlement by its March 2015-unilateral initiation, distribution, and administration of its Postal Pulse employee survey to those APWU represented postal employees assigned to the Fort Lauderdale Installation. To appropriately remedy such violation (and applicable only to the Fort Lauderdale Installation and those APWU represented employees assigned to same), the undersigned orders the following:

1. That Postal Service, at every level of its management, including its Headquarters management, Area management, District management, and Fort Lauderdale local management, shall henceforth and without exception, fully comply with the above quoted signed 2004-Settlement, and particularly its second sentence which plainly states and requires that “In the future, surveys may be conducted [by Postal Service at the Fort Lauderdale Installation] as long as the local [APWU] union [here, APWU’s Broward Area Local 1201] has agreed to participate.”
2. That unless and until APWU’s Broward Area Local 1201 has agreed in writing to participate in the conducting of any future employee survey(s) at the Fort Lauderdale Installation applicable to those APWU represented employees assigned to same, the undersigned further orders that henceforth all levels of Postal Service’s management, including its Headquarters management, Area management, District management, and local Fort Lauderdale management, shall totally refrain and/or desist from initiating, distributing, administering or conducting any employee survey(s) at the Fort Lauderdale Installation applicable to those APWU represented employees assigned to same.

3. That this Opinion and Award, including the above appropriate remedy orders, are final and binding on the parties, shall be complied with by all levels of Postal Service's management, and will remain in effect unless and until the parties' authorized representatives mutually agree otherwise in writing.
4. That the undersigned retains jurisdiction, only to resolve any disputes limited to remedy. And last,
5. That all other issues and/or arguments of the parties in this matter not addressed are deemed moot, thus unnecessary to reach or resolve.

Signed and emailed to the parties this August 26, 2016

Martin A. Soll

Martin A. Soll, Arbitrator