

# August 12-13

## National Arbitration “End of Day” Case before Arbitrator Das



Assistant Director Lynn Pallas-Barber, Director Lamont Brooks and Assistant Director Sam Lisenbe

### Violation of Global Remedy Settlement Agreement (End of Day) (Q10C-4Q-C 16050516)

On December 8, 2017, Arbitrator Das found that the “End of Day” button (PMEOD) – a function the Postal Service added into the Retail System Software (RSS) point-of-sale system allowing postmasters to enter and exit the system without fully closing out – did not satisfy the requirement in the Global Settlement Remedy Agreement that postmasters are allowed to perform bargaining unit work for only 15 hours per week in level-18 offices, to be counted from the start to the “end of day.”

Arbitrator Das directed the Postal Service to cease use of the PMEOD button absent an agreement with the APWU that permits its continued use. As soon as practicable, appropriate software changes are to be made to disable the PMEOD function. The issue of back pay remedy for the violations that have occurred is returned to the parties to determine an appropriate remedy that is fair and reasonable, taking into account all relevant factors.

Arbitrator Das retained jurisdiction over the issue of remedy in the event the parties are not able to resolve it. The parties have been unable to resolve the back pay remedy, so the issue of backpay is being returned to the him for remedy.

### Clerk Craft Jobs MOU (Q10C-4Q-C 15174956)

In April 2017, Arbitrator Goldberg awarded 362 administrative and technical duty assignments to be posted and filled in the Clerk Craft. He also ordered remedy all the way down to the employees affected by the “ripple effect” of the filling of these new jobs. The award is as follows:

- A. The Postal Service shall, as soon as reasonably possible, comply with its Clerk Craft Jobs MOU commitment to provide the bargaining unit with 800 administrative and technical positions.
- B. Jobs created by the Postal Service in compliance with the Award in Sales Retention Team, Case No. Q10C-4Q-C 14011344 (Goldberg, 2016) shall not count towards the number of jobs provided to the bargaining unit under the Clerk Craft Jobs MOU.

- C. The Postal Service shall make whole all employees affected by its violation of the MOU by providing each with all pay and benefits lost, as a result of that violation. Employees affected by the violation include those employees who would have successfully bid on one of the promised administrative or technical positions at the time that position should have been filled. Also included among the employees affected by the violation are those who would have been the successful bidders on the vacancies created by the employees who would earlier have been placed in an administrative or technical position had the Postal Service complied with the MOU in a timely fashion.
- D. The Postal Service should have fully complied with the MOU no later than August 1, 2013. Its liability for loss of pay and benefits to employees affected by its violation of the MOU shall commence on that date.
- E. The Postal Service may deduct from back pay awards under this Award the amount of union dues owed by the employees receiving such awards, transmitting those amounts to the union.
- F. The issue of whether the amount of back pay and benefits due to affected employees should be determined at the national level or the local level is remanded to the parties for further discussion and resolution.
- G. The Arbitrator retains jurisdiction over this matter to resolve any issues related to the Decision and Award, including, but not limited to, the issue remanded to the parties.

The Postal Service has not fully complied with the award, as there are many outstanding, unresolved issues. The Clerk Division will make every effort to schedule the case back before Arbitrator Goldberg, who retained jurisdiction.

Please be safe in everything you do during this pandemic. ■