

NATIONAL ARBITRATION PANEL

In the Matter of the Arbitration)
)
between)
)
UNITED STATES POSTAL SERVICE) Case No. Q10C-4Q-C 16050516
)
and)
)
AMERICAN POSTAL WORKERS)
UNION, AFL-CIO)
)

BEFORE: Shyam Das

APPEARANCES:

For the Postal Service: Katherine S. Attridge, Esq.
Mark A. Lippelman, Esq.

For the APWU: Melinda K. Holmes, Esq.

Place of Hearing: Washington, D.C.

Dates of Hearing: July 13, 2017
July 14, 2017

Date of Award: December 8, 2017

Relevant Contract Provisions: Article 1.6.B, Global Settlement MOU
and Global Settlement Remedy Agreement

Contract Year: 2010-2015

Type of Grievance: Contract Interpretation

Award Summary:

Unilateral deployment and use of the Postmaster End of Day button is not consistent with the parties' agreement in Paragraph 2.A of the December 5, 2014 Global Settlement Remedy Agreement.

The Postal Service is directed to cease use of the PMEOD button absent an agreement with the Union 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. I retain jurisdiction over the issue of remedy in the event the parties are not able to resolve it.

A handwritten signature in black ink, appearing to read "Shyam Das", is written over a horizontal line.

Shyam Das, Arbitrator

On March 8, 2011, the APWU and the Postal Service agreed to a Global Settlement Memorandum of Understanding resolving longstanding disputes regarding supervisors' performance of bargaining unit work under Article 1.6. The Global Settlement identifies bargaining unit work hour limits for postmasters and supervisors in Level 15, Level 16, and Level 18 offices. This case involves Level 18 offices where, under the Global Settlement, a postmaster is permitted to perform no more than 15 hours of bargaining unit work per week.¹

The Global Settlement provides that: "All time the supervisor or Postmaster spends staffing the window during the day will be counted toward the permissible bargaining unit work limits." The APWU appealed an interpretive dispute over this language to arbitration (Case No. Q11C-4Q-C 11311239). On March 29, 2013, this Arbitrator issued the Global Settlement merits award, finding that "staffing the window" applies to "all time the supervisor or postmaster is covering the window, which, in the absence of a clerk, includes all time the window is open." The parties ultimately sought a remedy determination from the Arbitrator. On October 16, 2013, this Arbitrator issued the Global Settlement Remedy Award, which granted the Union a monetary remedy for violations of the Global Settlement from the effective date of the merits award. The parties subsequently entered into a Global Settlement Remedy Agreement (GRSA), dated December 5, 2014.

In the present National dispute, initiated in December 2015, the Union alleges that the Postal Service is in violation of the GSRA, which states in relevant part:

In accordance with the terms of this Settlement Agreement, the parties agree to a full and final resolution and remedy of pending disputes involving postmasters/supervisors in small offices performing bargaining unit work arising under the Global Settlement Memorandum of Understanding, Arbitrator Das' Awards in the above-referenced national level cases, and grievances held pending the outcome of the issues in the above-referenced national level cases as follows:

1. The USPS reaffirms that the performance of bargaining unit work by postmasters/supervisors may not exceed the bargaining unit work hour limits established in the Global Settlement. The bargaining unit limits, known as the

¹ The Postal Service no longer has Level 15 or 16 offices.

"bright line", as expressed in the Global Settlement are: Level 18 offices, no more than 15 hours per week; Level 15 & 16 offices, no more than 25 hours per week. Postmasters/supervisors in offices covered by the Global Settlement will record their time spent performing bargaining unit work on any day of the service week, including "all time spent staffing the window" as defined in the Das award in Case No. Q11C-4Q-C 11311239. Nothing in this Agreement changes the requirements of the Global Settlement.

2. The method for postmasters/supervisors recording such time will be in accordance with the Global Settlement.
 - A. In the event that both a clerk and a postmaster/supervisor are staffing the window at the same time, all time that the postmaster/supervisor is logged into POS (*defined to mean the entire period from start of day to end of day*) will be counted as bargaining unit work. The postmaster/supervisor must include this time on the PS Form 1260 as bargaining unit work. Reports available from Point of Sale technology (ex: POS), TACS Time and Attendance Records, Facility Database Report, etc., will assist the parties in verifying the postmaster/supervisor bargaining unit work time, when necessary.
 - B. When performing bargaining unit work (unrelated to the window) the postmaster/supervisor will also record the appropriate bargaining unit work operation number and properly annotate it on the PS Form 1260. Reports such as the Mail Arrival Profile (MAP) report and the Facility Database report will assist the parties in verifying the postmaster/supervisor bargaining unit work time, when necessary.
3. The USPS will develop a modified, automated PS Form 1260 to be used by all postmasters/supervisors, covered by this agreement, to record the performance of bargaining unit work on a daily basis. This modified PS Form 1260 will be used to provide a report to the American Postal Workers Union Headquarters level, in an electronic format, every four week reporting period with information needed to monitor compliance with the provisions of the Collective Bargaining Agreement and this Agreement. The report will include the same information currently reported on PS Form 1260, including the operation number and the total

time worked for all bargaining unit work performed by the postmaster/supervisor. The first report will be provided to the Union no later than March 6, 2015.

4. Whenever the bargaining unit work hours limit is exceeded in a service week, the USPS will pay the time in excess of the limit to the appropriate clerk, as determined by the local union, at the applicable rate, using a lump sum payment through TACS AdjustPay. This remedy should be implemented in a timely fashion and normally should not require the filing of a grievance. In the event the issues are not resolved, and a grievance is necessary, then the 14-day period for the local union to institute filing an Article 15, Section 2, Step 1 dispute will start from the date of the Union's receipt of the report at the HQ level.

This is the third installment of disputes over implementation of the GSRA. In the first two cases, the Arbitrator established basic principles that are applicable here. The first case concluded that the language in the Global Settlement saying all time the supervisor or postmaster spends staffing the window means all time the postmaster is covering the window, which, when no clerk is present, means the entire time the office is open. In the subsequent remedy proceeding in that case, the Arbitrator affirmed the automatic remedies agreed upon by the parties, whereby a postmaster going over her weekly limit triggers a presumptive remedy for the bargaining unit employee who should have been assigned the work. The Arbitrator noted that, particularly in offices with no clerk, the Postal Service has agreed to provide the data to the Union to show where the violations had occurred so the automatic remedy could be applied by the parties without having to resort to arbitration.

As provided in Paragraph 3 of the GSRA, postmasters/supervisors use a Form 1260 to record all time spent performing bargaining unit work on a daily basis. It is used to provide a report to the Union at the Headquarters level, in an electronic format, every four-week reporting period. The Union alleges in this grievance that postmasters are not reporting all their time on the window. In particular, the Union asserts, handbooks and manuals, guides, and jointly developed training materials outline that "End of Day," as specifically referenced in Paragraph 2.A of the GSRA, requires a four-step process including advance deposit, final remittance, verifying of supporting documentation, and a daily PS Form 1412 closeout. There

are Form 1412s for individual clerks and for the unit. A clerk 1412 is the accounting for that clerk's money for the day. A unit 1412 is the accounting for the whole unit. The 1412 also can be and is used as a means to verify that postmasters properly are recording window time on the 1260.

The four-step process, the Union asserts, was used by clerks and postmasters to close out their individual sessions in POS (Point of Sale) technology when the GSRA was agreed to. Subsequently, the Postal Service replaced POS ONE with RSS (Retail System Software). Since introducing RSS, the Postal Service created a PMEOD (postmaster end of day) button which the Union contends does not comply with the GSRA and has resulted in underreporting of time on the window.

Prior to the changeover from POS ONE to RSS, an employee starting to work the window -- whether a clerk or a postmaster -- would log into the system. At the End of Day they would follow the four-step process and generate a Form 1412.² The Form 1412 showed the employee's start and end time as well as an accounting of receipts and disbursements. An individual could perform more than one End of Day on a particular workday, in which case the final End of Day 1412 would show the total receipts and final disbursements and the start and end time for each session. The End of Day process differed from logging out of POS for a period of time, which simply paused the system and did not generate a 1412.

Lamont Brooks, Assistant Director of the Union's Clerk Division, stressed that in negotiating the GSRA the Union specifically defined the period the postmaster is logged into POS and deemed to be performing bargaining unit work as meaning "the entire period from start of day to end of day," so as to make clear that logging out without completing the end of day process was not sufficient. This was to prevent postmasters from logging out after every transaction and then logging back in only when the next transaction occurred, even though the postmaster was covering the window in between transactions.

² Depending on the circumstances, some of the steps might not be necessary in order to complete an End of Day. If POS was not in use at that office, a Form 1412 would be manually completed.

Starting in March 2015, the Postal Service replaced POS ONE with RSS, which was completely deployed by April 2016. The original RSS generated a Form 1412 which showed end time, but not start time. At the Union's request, RSS was modified to include start time. This occurred in late 2015. At the same time, without the Union's knowledge or agreement, RSS was modified to add the PMEOD (postmaster end of day) button, which triggered this grievance.

Laura Graven, Retail Management Specialist-Senior, explained that the PMEOD button was created to eliminate the complexity of multiple deposits during a day. It is used by a postmaster who anticipates returning to the window some time later in the same workday. Prior to this button, if a postmaster -- or a clerk -- performed an End of Day, any cash in excess of \$100.99 (the maximum that could be retained in the drawer) had to be removed as a cash remittance. If this was done at the end of the workday the cash remittance(s) would be secured for ultimate deposit in a bank. If done during the day, the cash had to be placed in a secure location. Graven explained that the PMEOD button allowed a postmaster to generate a 1412 during the work day, but instead of a cash remittance (AIC 752), the cash in the drawer was placed in cash retained (AIC 753). Later, the postmaster would do a final End of Day and the accumulated cash would then be recorded as a cash remittance (AIC 752).

Graven explained how the PMEOD button typically might be used. When the postmaster relieved the clerk to take a 15-minute break, the postmaster would log on and start the day. After the clerk returned from the break and the postmaster no longer was covering the window, the postmaster would push the PMEOD button. When the clerk took a lunch break, the postmaster would perform another start and the cash retained would roll into that session. This would happen until the final End of Day was completed and a cash remittance was generated. She stressed that pushing the PMEOD button generated a 1412, just like the final End of Day, showing a start and end time.³ She also noted that postmasters are not required to use the PMEOD button, and some do not. Graven testified that the Form 1412 that is generated by the PMEOD button and the Form 1412 that was generated by the old POS ONE End of Day

³ The 1412s are cumulative in that each form shows all the start and end times that day up to the final End of Day form.

process are the same. The only difference is the account the money now would be in -- AIC 753 (cash retained) or 752 (cash remitted).

APWU witness Brooks pointed out that by using the PMEOD button, a postmaster can avoid completing the four-step End of Day procedure set forth in Postal Service regulations. The PMEOD button, he insisted, was no different than a logout button, and a postmaster could start the clock as often as she wants without doing a 1412 or the whole closeout process.

Brooks said that while he was dealing with this issue with management he was receiving copies of 1412s from the field showing postmasters starting and ending window sessions multiple times in a day. They would start a day and then end it a few minutes later on a repetitive basis. Because management was telling him this was not happening, he proposed a site visit.

Graven, an RSS engineer and a Labor Relations representative were present, along with Brooks, at a site visit to the Mt. Vernon post office on July 28, 2016. They observed the postmaster logging out using the PMEOD button after each customer transaction and then logging back on for the next transaction. When the Postal Service RSS engineer corrected the Postmaster, she stated that she was doing what she was told to do, and that without logging out between customers she could never maintain compliance with the 15-hour limit and she would be chastised by District management the following Monday. Brooks said after this happened three times, Graven asked him to give the Postal Service a chance to fix the situation. Graven testified that she was very alarmed because the postmaster was misusing the PMEOD button.

Brooks said he kept waiting for the Postal Service to remove the PMEOD button, but that did not occur. He said he offered a compromise, in an effort to provide the Postal Service some flexibility, which would have allowed the postmaster to perform more than one End of Day to cover a clerk's break or lunch period, even though that was not required by the GSRA, which requires counting all time from login until End of Day.

On January 24, 2017, Kelly Sigmon, Vice President -- Retail and Customer Service Operations, sent a letter to the field stating:

AREA MARKETING MANAGERS
MANAGER, OPERATIONS SUPPORT

SUBJECT: RSS Level 18 Postmaster End of Day

As part of the proper recording of the level 18 Postmaster time in Web 1260, back up documentation from the RSS POS should be used to calculate the time. Time spent by a Postmaster staffing the window must be tracked and recorded on the 1260. The recording of bargaining unit time is not by the time spent only conducting customer transactions, but rather all time spent staffing the window and is to be counted into the 15 hours permissible during a service week....

The RSS POS system was updated with a PMEnd of Day button to allow Postmasters at these level 18 offices to perform End of Day and roll their deposit into AIC 753 instead of making multiple deposits throughout the same business day. This allows the Postmaster to work the window for his/her necessary times but only requires one deposit for the day.

The PMEnd of Day button should not be used after every customer transaction as this does not accurately reflect the Postmaster time staffing the window. Although there are emergency situations or times when the Postmaster has to otherwise get the customer line(s) down, the Start of Day and PMEnd of Day should *usually* be used only 3 times a day for break relief and lunch relief.

Brooks stressed that the final part of this directive was based on his settlement offer and that the Postal Service had never before brought up covering breaks or lunch. He also pointed out that the RSS Manual does not state that when an End of Day is performed the deposit can be rolled into AIC 753 (cash retained). Instead, it provides that when a closeout advanced deposit is made it goes into AIC 752 (cash remittance final) and if the window is reopened it goes back in AIC 751 (cash remittance advance). He added that prior to the Step 4 meeting in this grievance the Postal Service never brought up the issue of multiple bank

deposits. Their issue was multiple 1412s which, he said, they did not realize could be done. Once they learned that was possible, he said, they told him: "I think we have a deal."

Rickey Dean, Manager of Contract Administration, testified that a postmaster or supervisor can perform bargaining unit work in Level 18 offices if it is in their job description. There is a limit of 15 hours per week on the amount of bargaining unit work they can perform. They are required to report the amount of bargaining unit work they perform on a Form 1260, which in its electronic format is known as an e1260 (or Web 1260). The e1260 is provided to the Union. The local can see the report on a weekly basis and a national-level report is provided to the Union every four weeks. Dean said that the PMEOD button did not change the way postmasters are supposed to report their bargaining unit work.

The Postal Service proposed the following issue:

Whether the parties' GSRA requires postmasters and supervisors in Level 18 offices to perform a full end-of-day closeout each time they leave the retail window to perform non-retail window-related activities.

The Union proposed the following issue:

Whether the Postal Service should be excused for violating the GSRA by unilaterally creating and using the postmaster-end of-day-button.

UNION POSITION

The Union argues that the parties agreed to use End of Day to measure the time postmasters spend performing bargaining unit work on the window. It contends that the Postal Service, implicitly or explicitly, admits to violating the GSRA with the PMEOD button. The Postal Service admits that by agreeing to the "end of day" language, it was agreeing to use the End of Day in POS as the endpoint for a postmaster's session on the window. The Postal Service admits that the PMEOD is not an End of Day and that it designed the button to be

different from the four-step End of Day function to make it faster and easier for postmasters to clock out of POS during the day. The Postal Service knew what it was agreeing to in the GSRA. Yet, it created the PMEOD button for postmasters to allow them to exit RSS during the day before doing their final individual closeout. In the Union's view, the PMEOD is essentially a standby button with a name that includes "end of day."

The Union asserts that it is no coincidence that deployment of the PMEOD button coincided with a 65 percent drop in 15-hour violations, as indicated in a May 10, 2016 report on Postmasters and Supervisors Performing Bargaining Unit Work (Report No. HR-MA-16-004) by the USPS Office of Inspector General (OIG). The OIG credits this decrease in part to "tools to track and monitor bargaining unit work" that the Postal Service put in place in the fall of 2015. The Union points out that the PMEOD button was deployed in October 2015.

The Union contends that the Postal Service put in the PMEOD button as an end-run on its agreement with the Union because it wanted to limit liability for 15-hour violations, and found it could do so by using the PMEOD button. Postmasters can too easily move in and out of the system minute by minute when they do not need to reconcile their drawer every time they exit the RSS. Brooks testified that the purpose of requiring the End of Day procedure was not merely to print a report, but to drive behavior in a direction that would most closely comply with the Global Settlement's limits on how much and when postmasters could perform bargaining unit work.

The Union also argues that the Postal Service has no legitimate reason for the PMEOD button. There is no evidence that banking errors occurred under the End of Day procedure. Nor is there evidence that the PMEOD button prevents errors. Although the Postal Service claims that it created the PMEOD button to cut down on "banking and financial issues" and errors, the Postal Service did not express concern over those issues to the Union until after it deployed the button. Furthermore, the Postal Service never explained, much less proved, what those errors were and how they occurred in connection with postmasters' using the End of Day process.

The Union says that the Postal Service did not prove its claim that making multiple "deposits" or "bank deposits" when performing an End of Day could lead to miscalculations and errors. The Union claims that what became evident was that what the Postal Service calls "deposits" are internal to an office and involve removing monies and forms from one's drawer as prompted by the system. RSS is fully automated and there are only a couple of conceivable "errors" a postmaster or clerk could make, like stealing or failing to turn in the money that is in his drawer. The Union insists that the PMEOD button would not prevent either of those events.

The Union stresses that it is concerned with the entire End of Day process, not only generating a Form 1412. Brooks testified that the Union's interest in using the End of Day process is because it would discourage postmasters from inaccurately measuring their time on the window by jumping on and off the system. The Postal Service's claim that the Union's only concern is the Form 1412 is not valid. The Union argues that the language in Paragraph 2.A of the GSRA should control. It provides that the clock stops when a postmaster completes the End of Day process, not when the postmaster prints a Form 1412.

The Union asserts that the End of Day process is critical to proper adherence to the GSRA and the Global Settlement MOU. The Postal Service's argument that the End of Day is immaterial and unimportant in the overall context of the Global Settlement MOU is unsupported. The Postal Service suggests that other functions referenced in the GSRA serve no real purpose because postmasters self-report their hours performing bargaining unit work on the e1260. However, the language of the GSRA allows Postal Headquarters and the national Union to monitor the e1260 which is an effective deterrent to postmasters falsifying their e1260s. The Union points out that it also allows the national Union to enforce the Global Settlement MOU without spending the time and money to file and litigate every violation, because it identifies where automatic remedies are due. Moreover, postmasters use the Form 1412s to complete the e1260, which, the Union asserts, shows that the reporting and recording in RSS of bargaining unit work a postmaster performs on the window is not merely technical; it is substantively important to accurately measuring time postmasters spend performing bargaining unit work and remedying violations of the 15-hour limit.

The Union urges the Arbitrator to reject any reliance the Postal Service places on its January 2017 letter instructing postmasters to limit their use of the PMEOD button to three times a day. The Union's offer of compromise by allowing the Postal Service to keep the PMEOD button only if it is used to cover clerk breaks was raised by Brooks as a possible way to settle this dispute. The Union objects to the Postal Service creating policy based on that settlement concept. It also objects to the Postal Service using that policy to defend its violation of the Global Settlement.

The Union is asking for a specific remedy instead of making a general remedial request. The Union asks the Arbitrator to specify the process to implement the remedy so that liability and remedial issues are addressed in one Award. The Postal Service should immediately remove the PMEOD button. Until the button is permanently removed, the Postal Service should be subject to liability if the button is used. The Award should be a cease and desist order, instructing the Postal Service to desist from making other changes to the RSS and other programs or practices that impact the agreed method in the GSRA, unless those changes are negotiated with the Union.

The Union maintains that the Arbitrator also should instruct the Postal Service to recalculate the hours of bargaining unit work performed on the window in Level 18 offices using the method set out in the GSRA. Each office that used the PMEOD button should be identified and should recalculate the amount of bargaining unit work performed on the window starting from the time the postmasters logged into RSS until the postmasters completed the four-step End of Day function. The Postal Service can use its documents and data to determine the end time necessary to re-calculate window work hours. It can determine whether the 1412 is an official End of Day 1412 by checking that it shows money accounted for in AIC 752 (cash remitted), reflecting use of the four-step End of Day process.

The Union asserts that the Arbitrator should direct the Postal Service to pay the bargaining unit a financial remedy in accordance with the GSRA and the JCIM. If the recalculation measuring the time that postmasters did bargaining unit work results in the total

number of hours reported on the e1260 either exceeding the 15-hour limit or exceeding an earlier violation, bargaining unit members identified by the Union should be made whole at a rate consistent with the Joint Contract Interpretation Manual (JCIM).⁴

Finally, the Union asks that the Arbitrator direct the Postal Service to comply with the remedy portion of the Award within 90 days of its issuance. The Postal Service should report in writing to the Arbitrator and the Union 60 days following the Award on the status of its compliance and identify any issues impeding its full compliance by 90 days.

POSTAL SERVICE POSITION

The Postal Service argues that the PMEOD button fully complies with the language and intent of Paragraph 2.A of the GSRA. It points out that Paragraph 2.A clarifies how to count the bargaining unit work a postmaster performs when a clerk and a postmaster are jointly staffing the window at the same time. The PMEOD satisfies the Union's concerns as they were articulated at the hearing.⁵

The PMEOD button, according to the Postal Service, provides the mechanism for the postmaster to close out his session in RSS, and is a more efficient analog to the End of Day process in POS ONE. The Postal Service stresses that the only significant difference between an End of Day using the PMEOD button and a regular End of Day process is that the postmaster does not conduct the final remittance, and instead rolls money into cash retained. Whenever an End of Day is conducted using the PMEOD button, the time spent staffing the window is identified and a Form 1412 is generated, indicating the time spent on the window. The Postal Service asserts that the PMEOD button, which is identical to the End of Day process

⁴ The Union cites APWU Case No. Q10C-4Q-C 15174956 at 12 (Goldberg 2017).

⁵ The Union said that it was important for the GSRA to include End of Day language because (1) it clarified that the entirety of the time the postmaster was logged into the retail software between a start of day/End of Day sequence would be counted as bargaining unit work; (2) the End of Day process recorded the amount of time spent on the window on a Form 1412, which could be used to verify the amount of bargaining unit work postmasters reported on Form 1260; and (3) once completed, the End of Day process prevented postmasters from performing additional bargaining unit work in the system without starting a new session.

in POS ONE, prevents postmasters from performing additional bargaining unit work in the system until they conduct another start of day.

The Postal Service contends that the PMEOD button has not changed how supervisor performance of bargaining unit work is tracked or reported. If a postmaster is staffing the window, that counts as bargaining unit work no matter how much work he or she does. That time is self-reported by the postmaster and is entered on the e1260. The Form 1412s generated by the End of Day process in RSS may be used to verify the postmaster bargaining unit time, but are not the official record of the bargaining unit work performed by the postmaster. Whether a postmaster generates five Form 1412s or one Form 1412 using the PMEOD button, he is obligated to report all of his time spent staffing the window on the e1260.

The Postal Service rejects the Union's suggestion that the multistep End of Day process prevented the underreporting of bargaining unit work and claims that the Union presented no evidence supporting that suggestion. The Postal Service stresses that the PMEOD button did not alter the way postmasters report their bargaining unit work.

The Postal Service contends that it properly exercised its Article 3 management right to build an efficiency into the End of Day process with the creation of the PMEOD button. Nothing in the GSRA, the National Agreement or the parties' handbooks or manuals prevents the Postal Service from creating a more efficient End of Day process by eliminating the need for postmasters to make a final remittance every time they conduct an End of Day closeout. Article 3 of the National Agreement gives the Postal Service the exclusive right "[t]o maintain the efficiency of the operations entrusted to it," and to "determine the methods, means, and personnel by which such operations are to be conducted." The Postal Service cites an Arbitrator Mittenthal Award which states that this Management function includes the right to determine "new 'methods,' new ways of doing things...." APWU Case No. H1C-NA-C-49 at 5 (Mittenthal, 1983). Absent a contractually binding restraint on this authority, Management had the right to create a more efficient postmaster End of Day process using the PMEOD button. See NALC Cases No. NB-N-3908 and NB-N-5125 at 13 (Garrett, 1978); APWU Case No. Q06C-4Q-C 09051867 at 33 (Das, 2010).

The Postal Service refutes the Union's arguments that other documents show that the End of Day process consists of four steps including a final remittance. The "On the Job Checklist" from a Sales and Services Associate Training Guide, cited by the Union, was not a document binding on management. Also, the RSS Procedures Guide, which shows clerks how to navigate through the RSS software, does not limit Management's authority to eliminate an inefficiency in the End of Day process.

The Postal Service argues that the Union's vague allegation that postmasters misuse the PMEOD button by using it after every transaction to avoid accurately capturing all time spent performing bargaining unit work is unsubstantiated. The Union did not identify where or how often this alleged misuse occurs. The Postal Service stresses that any allegations that postmasters are incorrectly reporting hours spent performing bargaining unit work are not appropriate for resolution at the national level because they do not satisfy the requirement that a Step 4 grievance involve an interpretive issue of general application. See APWU Cases No. Q06C-4Q-C 10032106 and Q06C-4Q-C 10005587 at 33 (Das, 2010).

The Postal Service insists that its policy does not encourage postmasters to use the PMEOD button after every retail transaction. Headquarters management directed the field in a January 2017 letter that the PMEOD button should not be used after every transaction, but generally only three times per day -- for break relief and lunch relief. There is a mechanism in place for addressing violations by a postmaster incorrectly reporting his or her hours spent performing bargaining unit work. That is a fact-specific issue meant for resolution at the local level, not through a national-level arbitration.

FINDINGS

When the parties agreed to the GSRA, the Postal Service was well aware that the Union was not agreeable to measuring time spent staffing the window based on when a postmaster logged on to POS and logged off. That required only pushing a button, and the Union presciently was concerned that postmasters might seek to reduce the time they had to

report on Form 1260 as performing bargaining unit work by logging off and on between transactions, even though they actually were staffing the window in the interim. The Union also wanted a means to verify the times reported by postmasters on the 1260s. This was the basis for APWU Assistant Director Brooks' proposal -- ultimately accepted by the Postal Service -- to define time spent logged into POS "*to mean the entire period from start of day to end of day.*" End of Day was a specific event consisting of four steps: advance deposit, final remittance, verification of supporting documentation and a Form 1412 closeout. As part of the End of Day process, the computer-generated 1412 provided the start and end times for a postmaster staffing the window that could be used to verify the information reported on Form 1260. Under the GSRA, the parties also agreed that the information on the 1260s was to be transmitted to the Union on a monthly basis and, where time limits were exceeded, payments were to be made to appropriate clerks without the need to file individual grievances.

Until the Postal Service's development of the PMEOD button in late 2015, there was only the one four-step End of Day process.⁶ If a postmaster performed more than one End of Day in a workday, this entire process had to be completed on each occasion just as if it were the final End of Day for that individual. The Postal Service, which did not include the Union in its development and deployment of the PMEOD button, acknowledges that use of the PMEOD button does not constitute completion of a full End of Day. The PMEOD button takes a second to push, in contrast to the approximately five minutes (the Postal Service's estimate) needed to perform a full four-step End of Day. Although it is documented on a Form 1412, a PMEOD otherwise is very analogous to logging off POS, which the Postal Service had proposed, but which the Union successfully resisted. Use of the PMEOD button makes it easier and possibly more tempting for a postmaster concerned about not exceeding the 15-hour weekly limit to use the PMEOD button on a transactional or other reduced time basis. This clearly and repeatedly was observed -- and acknowledged as being her practice by the postmaster -- during the Mt. Vernon site visit which occurred in later July 2016, many months after the PMEOD button was deployed in late 2015. While the Postal Service may be correct in asserting that such underreporting could have occurred even prior to deployment of the PMEOD button, it is not

⁶ In some circumstances as Retail Management Specialist Graven explained, one or more steps occasionally might not be needed.

unreasonable for the Union to conclude that it is more likely to occur with the introduction of the PMEOD button, which was only developed after the parties agreed to the GSRA and when the Postal Service was having to make large payouts for violation of the 15-hour limit.

It is true, as the Postal Service stresses, that each use of the PMEOD button continues to generate a Form 1412, which includes the start of day and End of Day times, and that the parties have access to these 1412s. But reviewing 1412s, to determine whether they provide a basis to conclude or infer misuse of the PMEOD button to underreport time actually spent staffing the window, takes time and effort and any disputes would have to be handled on an individual basis at the local level. This is not the equivalent of the End of Day measure agreed to by the parties.

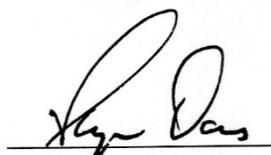
For these reasons, I have to conclude that the protection afforded the bargaining unit in Paragraph 2.A of the GSRA has been lessened to a meaningful extent by the Postal Service's deployment of the PMEOD button. If, as the Postal Service asserts, it developed the PMEOD button because it was concerned with multiple advance deposits and practical problems handling cash, etc., on multiple End of Days, rather than a single final End of Day, it could have brought such concerns to the Union's attention and sought to negotiate a change in the End of Day process. Unilateral implementation of the PMEOD button under the present circumstances was not consistent with the parties' agreement in the GSRA on the mechanism for determining time spent staffing the window.

The Postal Service will be directed to cease use of the PMEOD button absent an agreement with the Union that permits its continued use. As soon as practicable, appropriate software changes are to be made to disable the PMEOD function. Although the Union has requested that the arbitrator provide a specific back pay remedy for the violations that have occurred, I am returning that issue to the parties to determine an appropriate remedy that is fair and reasonable taking into account all relevant factors, including the fact that use of multiple End of Days to provide clerk break and lunch relief is not inconsistent with the Global Settlement and GSRA. I will retain jurisdiction over the issue of remedy in the unlikely event the parties are not able to resolve it.

AWARD

Unilateral deployment and use of the Postmaster End of Day button is not consistent with the parties' agreement in Paragraph 2.A of the December 5, 2014 Global Settlement Remedy Agreement.

The Postal Service is directed to cease use of the PMEOD button absent an agreement with the Union 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. I retain jurisdiction over the issue of remedy in the event the parties are not able to resolve it.

A handwritten signature in black ink, appearing to read "Shyam Das", is written over a horizontal line.

Shyam Das, Arbitrator