

AWARD

“For the reasons set forth in the above Findings, the Postal Service is directed to make the bargaining unit whole in the total amount of \$8.64 million.”

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The AOI dispute began with the following headquarters notification to the APWU:

On June 7, 1996, the Postal Service sent a letter to APWU President Moe Biller stating: This letter is to inform you about the Postal Service program entitled "Associate Office Infrastructure" (AOI).

The AOI is an information system to support retail, delivery, and Administrative operations in Associate Offices (Post Offices, branches and stations). It will provide a local network, server, and telecommunications services within the Associate Offices and will provide the national management and administration necessary for the ongoing support of these services and their integration with similar capabilities in larger Postal facilities. It will be deployed to the largest 7,836 of approximately 34,000 Associate Offices (AOs) - specifically, those AOs with 3 or more retail windows and to 140 Point of Service ONE training sites.

...

Due to the scope and timetable of the deployment, these activities will be performed by a contractor capable of conforming to national safety and health standards, and meeting any AOI requirement.

The APWU challenged the decision to subcontract our work. The USPS position was that computer and network related work, including the cabling and installation and other maintenance functions, were not Maintenance Craft bargaining unit work.

There were six full, on the record, hearing dates interspersed with four written awards by national Arbitrator Shyam Das, one on the merits and three while we sought the appropriate remedy. These awards were issued (all under case Q94T-4Q-C 97031616):

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|----------------------------------------------|----------------------------------|
| <b>Merits Award on Subcontracting of AOI</b> | <b>Issued: February 11, 2010</b> |
| <b>Interim Supplemental Award</b>            | <b>Issued: May 1, 2013</b>       |
| <b>2nd Interim Supplemental Award</b>        | <b>Issued: October 29, 2013</b>  |
| <b>Final Remedy Award</b>                    | <b>Issued: December 11, 2014</b> |

The first 3 awards have previously been issued to the field and commented on. The last is attached here. Given the time lag, a short review of the matter is warranted.

The award on the merits completely refuted the Service’s position that this was not bargaining unit work. The APWU maintained the maintenance of computers, networks, hardware, software and peripherals (which includes the installation of such) is bargaining unit work. We asserted, successfully, that the Service is in violation of Article 32 and Article 19 (e.g. - the ASM) and Article 38. Arbitrator Das awarded that the AOI work was bargaining unit work as far as the cabling and maintaining servers, etc. went and awarded that we should have done the work and that we should, going forward, be assigned the work. Retroactively, the Arbitrator remanded the matter back

to the parties while stating that a remedy is required. The Service declined to supply information or meet sufficiently to achieve any hope of remedy. Consequently, the APWU had no choice except to go back to the Arbitrator under his retained jurisdiction.

In the normal pattern of the Service to delay and obfuscate, the USPS brought up matters of application of the merit award, including (again) whether any remedy is proper, given their belief that Maintenance would never have succeeded in obtaining any of the work under Article 32. We believed that failing to comply with the prospective portion of the merit award was within the Arbitrator's retained jurisdiction. The award received (1<sup>st</sup> interim) renounced any retained jurisdiction on the prospective portion while also repudiating the position of the Postal Service.

We continued pressing for information and, again, the Service refused or otherwise claimed they no longer possess the information. APWU counsel moved to obtain the information via a subpoena issued by the arbitrator. The Service countered with questioning the authority of a national level arbitrator to issue a subpoena, which then required another ruling. This decision (2<sup>nd</sup> interim) danced around the main point but still required the Service to produce what it could.

Finally, we did go forward with the limited information we had. After again rejecting much of the Service's position on remedy, Arbitrator Das stated and awarded:

To finally bring this case to a close, and recognizing that the totality of the specific circumstances in this case is not likely to be closely duplicated in another and that arbitrators have relatively broad latitude in determining an appropriate remedy in this type of case, I will direct the Postal Service to make the bargaining unit whole in the amount of \$8.64 million. This is one-third of the Postal Service's calculated labor cost of using bargaining unit employees to perform all this work on overtime. I decline to award interest in this case for several reasons: the extraordinary delay in processing and completion of this grievance arbitration cannot solely be attributed to the Postal Service; bargaining unit employees all worked their full regular schedule during this period; it is possible that even less than one-third of the work would have been done on overtime; and, due to the long passage of time, many of the employees who would have done this work presumably no longer are employed by the Postal Service. This is an appropriate remedy both in terms of making the bargaining unit whole and providing a meaningful remedy for the Postal Service's failure to comply with important provisions of Article 32.1.B.

  
Steven G. Raymer  
Director, Maintenance Division  
APWU