

NATIONAL ARBITRATION

BEFORE IMPARTIAL ARBITRATOR STEPHEN B. GOLDBERG

In the Matter of Arbitration)

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between)

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UNITED STATES POSTAL SERVICE)

Case No. Q11C-4Q-C 12243899

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POStPlan

and)

)

AMERICAN POSTAL WORKERS)

UNION, AFL-CIO)

BEFORE: Stephen B. Goldberg, Arbitrator

APPEARANCES:

United States Postal Service: Brian M. Reimer, Attorney; Todd Coffey,
Labor Relations Specialist

American Postal Workers Union, AFL-CIO: Melinda K. Holmes, Attorney;
Sarah Kanter, Attorney (O'Donnell, Schwartz & Anderson, P.C.)

Place of Hearing: American Postal Workers Union, AFL-CIO, 1300 L
Street, N.W., Washington, D.C. and United States
Postal Service Headquarters, Washington, D.C.

Hearing Dates: May 1, September 19, September 25, 2013;
August 27-28, 2014

Date of Award: September 5, 2014

Relevant Contract Provisions: Article 1, Sections 2, 5, and 6; MOU re Clerical
Work

Contract Year: 2010-2015

Type of Grievance: Contract Interpretation

Summary of Award

1. The Postal Service violated the Clerical Work MOU and Article 1.5 by assigning bargaining unit work in RMPO Level 4 and Level 6 Post Offices to Evaluated Postmasters and Postmaster Reliefs.
2. All clerk craft work in RMPO Level 6 Post Offices is to be performed by career bargaining unit clerks. The parties are to determine a reasonable process for accomplishing the transfer of work from EPMs to career bargaining unit clerks.
3. All clerk craft work in RMPO Level 4 Post Offices is to be performed by bargaining unit Postal Support Employees. PSEs who work in RMPO Level 4 Post Offices will be permitted to perform window work. Such PSEs will not count against the applicable PSE cap except as determined by the parties.
4. All Level 18 Post Offices that are currently staffed by PSEs with the designation-activity code 81-8 will be staffed with a career employee.
5. The Postal Service did not violate the Agreement by assigning bargaining unit work to Postmaster Reliefs in RMPO Level 2 Post Offices.
6. The Arbitrator does not rule on the consolidation issue, but remands it to the parties to determine how to handle this aspect of the POSTPlan restructuring.
7. No other remedies are due, including any monetary remedy, except for the actions required above.

8. The Arbitrator shall retain jurisdiction over this matter to resolve any issues of interpretation or application that cannot be resolved by the parties.



Stephen B. Goldberg, Arbitrator

September 5, 2014

I. INTRODUCTION

Subsequent to the initial hearings in this matter, the parties engaged in extensive discussions in an effort to resolve the many issues raised by POSTPlan. Although they made substantial progress, they were unable to reach final agreement. Accordingly, on August 27-28, 2014, they presented further arguments to the Arbitrator. The instant Decision takes into account those arguments, as well as the evidence and arguments made in the initial hearings and the parties' post-hearing briefs.

Because of the complexity and importance for both parties of the issues presented by this case, the parties have directed that the Arbitrator, where necessary to reach a fair and balanced decision, consider the interests of each party in addition to its rights under the National Agreement. The parties have also agreed that in view of this broad grant of authority to the Arbitrator, the Arbitrator's decision may not be cited by either party in any other case without the consent of both parties, and shall not be regarded as precedent.

II. SUMMARY OF RELEVANT EVIDENCE

A. POSTPlan and its Background

In the period leading up to and encompassing the 2010 – 2011 negotiations for a successor to the 2006 - 2010 Agreement, the Postal Service, under severe financial stress, was searching for means by which to reduce its infrastructure costs. One result of that search was the DUO (Delivery Unit Optimization) plan, which consisted, in essence, of taking the letter carrier function out of some Post Offices and moving it to other Post Offices.

DUO, which was being implemented nation-wide at the time of the 2010 – 2011 negotiations, was not the only Postal Service effort to reduce infrastructure costs. Also under consideration was closing some Post Offices and consolidating others. The reaction to this proposal from the various Postal Service

constituencies was strongly negative, dooming large-scale Post Office closings as an acceptable strategy for reducing infrastructure expenses. Accordingly, the Postal Service turned to considering other means by which to keep Post Offices open at a reduced cost. That led to the May 2012 introduction of POSTPlan.

The parties stipulated with respect to POSTPlan that¹:

1. POSTPlan is the Post Office Structure Plan, the purpose of which is to realign retail window service hours to better match customer use.
2. POSTPlan involves realigning the weekday operating hours to six, four, or two hours a day at many Post Offices classified at EAS Level 16 or below based on the Postal Service's analysis of Post Office earned workload and the offices' proximity to other retail facilities.
3. The Postal Service expects POSTPlan to achieve cost savings by lowering the operating costs of the Post Offices that fall within the scope of POSTPlan.
4. Of the approximately 26,703 Post Offices in the postal retail network, POSTPlan will cover approximately 17,700 offices classified at Level 16 or below. Within those approximately 17,700 offices, approximately 13,000 offices will be reviewed for operating hour reduction as part of the POSTPlan program.
5. In many POSTPlan offices, the weekday operating hours will be either six, four, or two hours a day. Saturday hours are not affected by POSTPlan. The

¹ The stipulation, dated May 1, 2013, was prepared by the Union, and accepted in substantial part by the Postal Service. Those portions of the Union's proposed stipulations to which the Postal Service objected have either been removed or edited to remove the objected-to portions. Such removal does not constitute a ruling, but is made in accordance with what appears to be a sound reading of the record. (Footnotes to the stipulation have been added by the Arbitrator.)

Postal Service will determine the daily weekday retail hours of a Post Office evaluated under POSTPlan, and will consider input from the community.

6. The Post Offices in Paragraph 5 will have a change in Level designation reflecting their new weekday operating hours, i.e., Level 2, Level 4, and Level 6.
7. Some POSTPlan offices will be upgraded to Level 18 or higher in order to accommodate new administrative responsibilities for other Post Offices.
8. At one point, the Postal Service estimated that, upon full implementation of POSTPlan, the total number of Post Offices in the new Levels would be as follows:
 - a. RMPO Level 2 – 1975 Offices
 - b. RMPO Level 4 – 6879 Offices
 - c. RMPO Level 6 – 3925 Offices
 - d. PTPO Level 6 – 409 Offices
 - e. Level 18 – 8661 Offices (4568 reclassified to Level 18 as a result of POSTPlan).
9. The Postal Service is conducting community surveys and meetings in affected communities as part of the implementation of POSTPlan.
10. Remotely Managed Post Offices (“RMPO”) are Level 2, 4, or 6 Post Offices that report to a postmaster at an Administrative Post Office (“APO”).
11. APOs will direct a cluster of not more than ten RMPOs that are geographically contiguous.
12. Part-Time Post Offices (“PTPOs”) are stand-alone offices that do not fit the APO/RMPO model. They are Post Offices qualifying for classification as an

RMPO that are a driving distance of 25 miles or more from the nearest Post Service-operated retail facility or are outside of a 25 mile radius of the nearest APO. PTPOs will have six hours of window service and will report to a District office.

13. The Postal Service plans to operate POSTPlan offices with the following staffing:
 - a. Level 6 RMPOs will be staffed on a 5-day per week assignment by part-time career employees, Evaluated Postmaster (RMPO).
 - b. Level 4 RMPOs will be staffed on a 5-6 day per week assignment by non-career employees, Postmaster Relief (RMPO) – 4 Hr.
 - c. Level 2 RMPOs will be staffed on a 5-6 day per week assignment by non-career employees, Postmaster Relief (RMPO) – 2 Hr.²

14. RMPOs staffed by PMRs will be operated by one or more PMRs who report to an APO. Typically, the primary PMR will work five days a week, and a secondary PMR will cover non-scheduled days and other absences of the primary PMR.

15. Full implementation of POSTPlan is scheduled to be completed by September 30, 2014.

16. The pay scale/range for a PMR in a 2 – or 4-hour office starts at \$11.76/hour and tops out at \$16.80/hour.³

17. The Evaluated Postmaster (RMPO) in the 6-hour offices is to be paid on the EPM-55 pay scale which,

² The Evaluated Postmaster will most frequently be referred to in this decision as an EPM; the Postmaster Relief will most frequently be referred to as a PMR.

³ Level 6 bargaining unit clerks start at approximately \$17.00 per hour; Level 6 non-career Postal Support Employees start at \$14.60 per hour.

beginning January 12, 2013, was increased to start at \$12.42/hour, and tops out at \$18.18/hour.⁴

18. Postmaster Reliefs and Part-time Postmasters will typically be hired by the APO.

Although there was no stipulation to this effect, the parties' post-hearing briefs demonstrated their agreement that, prior to POSTPlan, the supervisory duties of postmasters over clerks in the smallest Post Offices were virtually non-existent. As the Union pointed out, "the vast majority of work in these offices was bargaining unit work with only the smallest amount of supervisory and managerial work." (Brief, p. 5.) The record indicates that in the medium-sized offices, postmasters performed more supervisory work.

In addition to the above, the Union introduced evidence, which I credit, that:

- On January 30, 2013, in response to a Union information request, USPS Labor Relations Specialist Neftali "Nefty" Pluguez sent an e-mail to Lyle Kreuth, Assistant Director, APWU Clerk Division, stating in relevant part:

". . . [T]he PMR or EPM in a RMPO 2, 4, or 6 office will not supervise. . . The Administrative Post Office Postmaster has managerial and administrative responsibility for the Remotely Managed Post Offices."
- Counsel for the Postal Service stated in a July 20, 2012, Postal Service brief to the Postal Regulatory Commission in support of POSTPlan that "RMPOs report to and are managed by a postmaster domiciled at an Administrative Post Office separate from the RMPO, which is designated as the APO for the RMPO."

⁴ According to the National League of Postmasters, quoting U.S. Senator Richard Durbin, some pre-POSTPlan postmasters earned \$60,000 - \$70,000 per year.

- In the proceeding referred to above, the Postal Service specified that the employee in the RMPO was “staffing” the office, and not “managing” the office.

The Union learned of POSTPlan in early May 2012 as the result of a posting on the League of Postmasters website⁵, and was formally notified of POSTPlan by the Postal Service on May 24, 2012. Shortly thereafter, on July 9, 2012, the Union filed a Step 4 grievance challenging the POSTPlan staffing of RMPOs by EPMs and PMRs as violative of the 2010 Agreement.⁶

B. Relevant Contractual Provisions and Bargaining History

The parties have a lengthy history of disputes concerning the performance of bargaining unit work by postmasters. The underlying dynamic in these ongoing disputes has been the conflict between the Postal Service’s interest in having its postmasters, particularly in small offices, fully and effectively employed, including their performance of clerical tasks to the extent they have time to perform those tasks, and the Union’s interest in protecting the work of bargaining unit clerks. The tension between those conflicting interests dates back to the earliest negotiations for a collective bargaining contract following the 1970 Postal Reorganization Act. In the 1971 Agreement, the Union obtained a limited prohibition on supervisors performing bargaining unit work, and in 1973 it sought a total prohibition. The parties ultimately compromised on what became Article 1.6. That Article provides:

- A. Supervisors are prohibited from performing bargaining unit work at Post Offices with 100 or more bargaining unit employees, except:
1. in an emergency;

⁵ The League of Postmasters is one of two organizations, the other being NAPUS (the National Association of Postmasters of the United States), that possess statutory authority to consult with the Postal Service on employment matters affecting supervisors or managers. *See* 39 U.S.C. sec. 1004 *et seq.* These organizations are not “labor organizations” and do not have the authority to bargain collectively on behalf of those postmasters whom they represent.

⁶ The staffing of Part-Time Post Offices (PTPOs) was not challenged by the Union and is not an issue in this case.

2. for the purpose of training or instruction of employees;
3. to assure the proper operation of equipment;
4. to protect the safety of employees; or
5. to protect the property of the USPS.

B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description.

Article 1.6, as interpreted by various national arbitration decisions⁷, has remained in the Agreement without change through and including the 2010 Agreement.

It is undisputed that in the years following the 1973 negotiation of Article 1.6, there were many small Post Offices, particularly those staffed by one employee – the postmaster – in which the vast majority of the work performed by the postmaster was bargaining unit work (including staffing the window and placing mail in customer boxes), with no supervisory duties and only a small amount of managerial work. In 1999, the Union filed a grievance claiming that these postmaster positions should be clerk craft positions, but withdrew that grievance as part of the settlement of an NLRB unit clarification petition.

It is similarly undisputed that the Union's central objective in the negotiations for the 2010 Agreement was work protection. The Union's approach to those negotiations took into account the difficult financial position of USPS by making concessions that resulted in approximately \$3.7 billion in savings to the Postal Service over the 5-year term of the Agreement. In exchange, the Union sought to protect existing bargaining unit work from being assigned outside the unit, and to regain bargaining unit work that had, over time, been assigned to

⁷ See, e.g. Case No. AC- NAT-5221 (Garrett, 1978); Case No. A-C-N-6922 (Snow, 1990); Case No. Q98C-4Q-C 01238942 (Das, 2005); Case No. Q11C-4Q-C 11311239 (Das, 2013).

outside contractors or to Postal Service employees who were not part of the bargaining unit.

Among the work protection/work recapture provisions that the Union succeeded in obtaining, those applicable to this proceeding include revisions to Article 1, Section 5 to reflect the parties' original intent in drafting this section, and a newly-added MOU on Clerical Work. The relevant portions of each are:

Article I, Section 5. New Positions

- A. Each newly created **or revised** position **which contains non-managerial and non-supervisory duties** shall be assigned by the Employer to the national craft unit most appropriate for such position within thirty (30) days after its creation **or revision**. **In addition, the Employer shall identify all new non-managerial and non-supervisory work and assign such work at the national level to the national craft unit most appropriate for performance of such work within thirty (30) days of having done so.** Before such assignment of each new **or revised** position **or non-managerial and non-supervisory work** the Employer shall consult with the Union signatory to this Agreement for the purpose of assigning the new **or revised** position **or non-managerial and non-supervisory work** to the national craft unit most appropriate for such position. . . (New language in bold.)

MOU re Clerical Work

When non-managerial or non-supervisory work, not otherwise excluded by Article 1.2, which was being performed by supervisors, is no longer performed by supervisors, then it must be assigned to clerk craft employees.

According to evidence introduced by the Union, its negotiators made it clear in the course of the negotiations for the 2010 Agreement that one of its central goals was to protect clerical employees from continued encroachment on their work by postmasters. Doug Tulino, USPS Vice President, Labor Relations, who led the USPS bargaining team in 2010, did not disagree. He testified that the objective of the APWU in the 2010 round of bargaining was to gain work. According to Mr. Tulino, although the Union pressed him to agree to “take away the work from the postmasters and give it to them,” he refused to do so.

Mr. Tulino was asked by counsel for the Postal Service whether he made any representations during the negotiations that the Postal Service would reassign any work currently performed by postmasters to bargaining unit employees. He responded that he did not. Rather, according to Mr. Tulino, the bargain struck was the Global Settlement, which reduced the amount of hours that a postmaster is able to conduct work in certain level offices. Mr. Tulino testified that the parties discussed clerk craft work in light of Delivery Unit Optimization (DUO). Mr. Tulino testified that in light of the uncertainty regarding the Postal Service’s future infrastructure, he would not have made a bargaining agreement that required him to take work from postmasters and give it to the bargaining unit.

III. ISSUES

The issues presented by this case are:

- A. Is the Postal Service required by the APWU National Agreement to assign the positions or work in POSTPlan offices to the APWU bargaining unit?
- B. Was the POSTPlan restructuring of formerly independent Post Offices into Remotely Managed Post Offices and Administrative Post Offices a consolidation for purposes of the Agreement?

IV. DISCUSSION

A. Is the Postal Service Required by the APWU National Agreement to Assign the Positions or Work in POSTPlan Offices to the APWU Bargaining Unit?

The Union's initial argument is that Mr. Tulino, in the course of the negotiations leading to the 2010 Agreement, agreed to take work from postmasters and assign that work to bargaining unit employees. In his testimony, Mr. Tulino denied that he had done so, and I credit his denial. Stated otherwise, Mr. Tulino agreed to no change in the status quo regarding the division of bargaining unit work between postmasters and bargaining unit employees (other than the Global Settlement, not relevant here).

Subsequent to the 2010 negotiations, however, the Postal Service made a significant change in the status quo by implementing POSTPlan. Hence, the question presented here is whether the changes introduced by POSTPlan subsequent to the 2010 negotiations violated the contractual provisions to which the Postal Service admittedly agreed in the course of those negotiations, and on which the Union relies – the Clerical Work MOU and the revised language of Article 1.5.

According to the Union (Brief, pp. 22-23):

The Clerical Work MOU requires that non-managerial or non-supervisory work that the Postal Service had assigned to supervisor positions, but that supervisors no longer perform be reassigned to APWU Clerk Craft employees. Here, the work in the RMPOs is, as acknowledged for many years by Article 1.6.B. and the parties' arbitral history, bargaining unit work that is undisputedly non-managerial and non-supervisory . . . POSTPlan is precisely the factual scenario the express terms of the Clerical Work MOU cover . . . As it agreed in

the MOU it would, therefore, the Postal Service should reassign the work in the RMPOs to Clerk Craft employees.

Separately, but congruently, Article 1.5 requires the Postal Service to assign the work performed in and the positions staffing the RMPOs to the APWU bargaining unit. Where, as in POSTPlan, the Postal Service opted to create or revise positions for the purpose of staffing the RMPOs, and those positions have no actual managerial or supervisory responsibilities, Article 1.5 expressly requires the Postal Service to undergo the Article 1.5 process for assigning the positions to the appropriate craft. The functional result is the same as under the Clerical Work MOU, but with the added postal promise that positions, not only the work, be assigned to the bargaining unit . . .

As applied to the Level 2 RMPOs, the Union's argument, to the extent it relies on the Clerical Work MOU, is without merit. The MOU applies only when "non-managerial or non-supervisory work . . . which was being performed by supervisors, is no longer performed by supervisors". The vast majority of the postmasters in the smallest Post Offices, those that are Level 2 RMPOs under POSTPlan, had no clerk craft employees and performed no supervisory duties. To be sure, the Union's efforts to have those postmasters barred from performing bargaining unit work or reclassified as bargaining unit employees were unsuccessful, but that does not change the reality that they were not supervising anyone and were not supervisors. Hence, assigning bargaining unit work to the PMRs in Level 2 RMPOs does not violate the MOU re Clerical Work.

I reach the same result with regard to the Union's argument that Article 1, Section 5, requires that the work and/or positions of the Level 2 PMRs be assigned to the bargaining unit. The first sentence of Article 1, Section 5, applies only when there exists a "newly-created or revised position which contains non-managerial and non-supervisory duties". As pointed out above, however, there is no newly created or revised position in the Level 2 RMPOs. There is a title change, in that the former Postmaster is now a PMR, but the duties of the latter are

indistinguishable from those of the former. And, as for the second sentence of Article 1, Section 5, there is no “new non-managerial and non-supervisory work” in the Level 2 RMPOs.

I reach a different conclusion, however, when considering the Level 4 and Level 6 RMPOs. The evidence shows that Postmasters performed more supervisory duties in these offices. Thus, the assignment of bargaining unit work to the EPMs in the Level 6 RMPOs and the PMRs in the Level 4 RMPOs violated the Clerical Work MOU. Furthermore, because neither the Level 6 EPM nor the Level 4 PMR possess the supervisory authority possessed by the Postmasters they replace under POSTPlan, both the EPM and the PMR are “newly created or revised” positions under Article 1, Section 5. Accordingly, the failure of the Postal Service to assign those positions to the bargaining unit violated Article 1, Section 5.

It follows from the above that the work and positions assigned by POSTPlan to the Level 6 EPM and the Level 4 PMR must be assigned to the bargaining unit. In the Level 6 RMPO, that assignment is to be to career clerks.⁸ With respect to the Level 4 RMPO, however, there is an additional factor which must be taken into consideration pursuant to the Arbitrator’s broad authority to take into account both the contractual rights of the parties and their interests. The core interest of the Postal Service in the negotiations that led to the 2010 Agreement was that of reducing costs; the core interest of the Union was the preservation of work for the bargaining unit. The decision in this case, which returns all RMPO bargaining unit work in Level 6 and Level 4 offices to the Union, excluding only Level 2 bargaining unit work, which had not been performed by bargaining unit employees for years preceding POSTPlan, substantially furthers the Union’s interest in work protection. Accordingly, in order to provide similar protection to the interest of the Postal Service in reducing costs, I shall order that bargaining unit work in Level 4 offices shall be assigned by the Postal Service to Postal Support Employees (PSEs), who are also members of the bargaining unit, but whose wages and benefits are less than those of career employees. Inasmuch as the PSEs will be the sole bargaining unit employees in Level 4 RMPOs, they must

⁸ This Arbitrator recognizes that EPM employees in many Level 6 offices possess certain rights. I remand to the parties the determination of a reasonable process for accomplishing the transfer of work from EPMs to bargaining unit clerks.

of necessity work the windows. The Article 7.1.B.4 prohibition against their doing so is inapplicable.

A conclusion that Level 4 offices should be staffed by PSEs necessarily raises the issue of the PSE cap, and how it should apply to these PSEs. According to the parties' MOU re Postal Support Employees, "PSEs will not be counted toward the allowable percentages of PSEs within a District when employed for new work that is brought into the bargaining units covered by this Agreement" under certain circumstances. The precise manner in which the concept of "new work" should be applied to PSEs working in Level 4 RMPOs is not obvious. The work is not new in the sense that the duties fit within those traditionally performed by clerks, but it is new work in the sense that APWU unit employees have not worked in many of these offices for decades, if at all. I have concluded on the basis of the parties' submissions that PSEs assigned to Level 4 RMPOs will not count against the applicable cap, except in offices where APWU unit employees have worked in the last twenty years. I remand the issue to the parties to determine the resulting number of PSEs that should count against the cap.

In view of the increased use of PSEs in Level 4 RMPOs, and to strike an appropriate balance between the Postal Service's interest in cost savings, and the Union's interest in protecting the work of career employees, I further order that all Level 18 post offices that are currently staffed by PSEs with the designation-activity code 81-8 will now be staffed with a career employee.⁹ These employees will be utilized to perform bargaining unit work in excess of the 15 hour per week limit imposed on postmasters and supervisors in those offices.

B. Was the POSTPlan restructuring of formerly independent Post Offices into Remotely Managed Post Offices and Administrative Post Offices a consolidation for purposes of the Agreement?

At the initial hearings in this case, the APWU argued that an Administrative Post Office (APO) and the RMPOs that report to it constitute an "installation" (or "bid cluster") under the National Agreement, and that the Postal Service performed a consolidation for purposes of the Agreement when it created such

⁹ This decision disposes of pending grievance number Q11C-4Q-C11275789 (PSE Usage), also pending before this Arbitrator.

an arrangement. The Postal Service, in its post-hearing brief, requested that this issue be remanded to the parties for further consideration.

I conclude that the arrangement of Remotely Managed Post Offices and Administrative Post Offices is not the typical type of consolidation that the parties have routinely dealt with for decades under the National Agreement. In order that the parties have further opportunity to discuss the appropriate treatment of Post Office reorganization pursuant to POSTPlan, I shall grant the Postal Service's request that this issue be remanded to the parties.

Finally, in light of the number of bargaining unit jobs returning to the APWU, no remedies are due, including any monetary remedy, other than those provided for in this Award.

V. AWARD

1. The Postal Service violated the Clerical Work MOU and Article 1.5 by assigning bargaining unit work in RMPO Level 4 and Level 6 Post Offices to Evaluated Postmasters and Postmaster Reliefs.
2. All clerk craft work in RMPO Level 6 Post Offices is to be performed by career bargaining unit clerks. The parties are to determine a reasonable process for accomplishing the transfer of work from EPMs to career bargaining unit clerks.
3. All clerk craft work in RMPO Level 4 Post Offices is to be performed by bargaining unit Postal Support Employees. PSEs who work in RMPO Level 4 Post Offices will be permitted to perform window work. Such PSEs will not count against the applicable PSE cap except as determined by the parties.
4. All Level 18 Post Offices that are currently staffed by PSEs with the designation-activity code 81-8 will be staffed with a career employee.
5. The Postal Service did not violate the Agreement by assigning bargaining unit work to Postmaster Reliefs in RMPO Level 2 Post Offices.

6. The Arbitrator does not rule on the consolidation issue, but remands it to the parties to determine how to handle this aspect of the POStPlan restructuring.
7. No other remedies are due, including any monetary remedy, except for the actions required above.
8. The Arbitrator shall retain jurisdiction over this matter to resolve any issues of interpretation or application that cannot be resolved by the parties.



Stephen B. Goldberg, Arbitrator

September 5, 2014