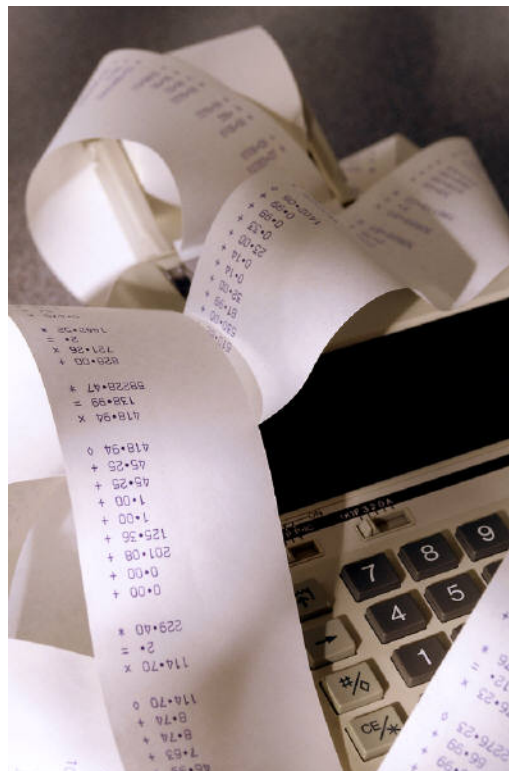


2007 All Craft Conference

MS 47 Custodial Staffing and Scheduling



SETTLEMENT AGREEMENT

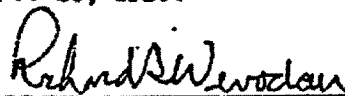
The undersigned parties, by and through their respective representatives agree to the following provisions for the purpose of settlement of the pending grievance in Case No. HIC-NA-C-46.

1. The parties agree to the MS-47 Handbook, "Housekeeping-Postal Facilities" as revised (4/13/83) as found in Attachment One to this settlement agreement.

2. The Postal Service will not implement frequencies below the specified ranges contained in Attachment One without providing the union, at the Regional level, with the relevant document(s) justifying the reduced frequency(ies). Documentation will be provided to the union upon tentative Regional approval of a lower frequency than found in the revised MS-47 and the APWU will have an opportunity to meet with Regional management prior to implementation of a frequency(ies) below those delineated in Attachment One. If there is a disagreement between the parties as a result of this meeting, the dispute is a proper subject for the grievance-arbitration procedure.

3. The Postal Service agrees that due to the implementation of the revised MS-47, employees on the payroll as of the date of this settlement will not be involuntarily excessed outside the commuting areas of their present work location, nor will their hours be reduced due to the implementation and utilization of the revised MS-47.

4. The union agrees to withdraw the grievance scheduled for arbitration on April 29, 1983, on or before April 20, 1983.



RICHARD I. WEVODAU
FOR THE AMERICAN POSTAL WORKERS UNION



WILLIAM A. DOWNES
FOR THE UNITED STATES POSTAL SERVICE

Dated: 4/20/83

Below is additional information and guidance on how to proceed regarding the MS-47 DAS award. Mr. Devine's message is consistent with our direction from MPP.

Please place this and my previous message in your folders for this effort to ensure we are correctly and consistently responded to HQ direction down to the local level.

Thanks,

Thomas D. Duchesne
Area Manager, Maintenance Operations
Eastern Area, U. S. Postal Service
thomas.d.duchesne@usps.gov

412 494-2547

-----Original Message-----

From: Malizia, Stephen C - Eastern Area Office
Sent: Thursday, December 21, 2006 6:55 AM

Subject: FW: MS-47 issues
Importance: High

For your edification the latest on the DAS MS-47 implementation is explained by Pat Devine. I will need to know any union activity generated on our plans to comply with DAS.

-----Original Message-----

From: Devine, Patrick M - Washington, DC
Sent: Wednesday, December 20, 2006 4:15 PM
To: SALOIS, RENE J; Johnston, Gary W - New York, NY; Malizia, Stephen C - Eastern Area Office; Lance, Eloise - Memphis, TN
Cc: Knighton, Alexis V - Gaithersburg, MD; Mlakar, Michael R - Bloomington, IL; DeHate, Kenneth A - Denver, CO; Connely, Gary L - San Francisco, CA; Hambalek, Lisa - Dallas, TX
Subject: FW: MS-47 issues

Hi-

As follow-up to our maintenance telecom last week and to the lengthy discussion we had about the recent Das award, and in response to a spate of e-mails I'm getting, let me offer the following:

The Das award had essentially 3 mandates:

- 1) to rescind the 2001 MS-47 and reinstate the 1983 version;
- 2) to reinstate or prepare staffing packages as soon as practicable; and
- 3) remand to the parties to discuss whether a remedy for the intervening period (2001 to now) is appropriate....Das retaining jurisdiction for the remedy.

As the mandate for 3) clearly runs to us in HQ, be advised that I have already begun discussing the remedy issue with Steve Raymer, Maintenance Craft Director for the APWU, and the discussion will resume upon his return from vacation the first week of January.

Regarding 1) and 2), the Operations folks have already begun digging out the documents associated with the 1983 MS-47: the Form 4869 (Inventory), Form 4839 (Custodial Scheduling Worksheet), and Form 4852 Workload Analysis and Summary.....the 4852 includes the "body count" for staffing packages. As a result of the Das award, local maintenance managers are receiving RFIs for these 3 forms, and local LR folks are being asked that grievances held pending be resurrected pronto. The other piece to this puzzle is that the folks in maintenance Operations automated everything consistent with the 2001 MS-47, and the process of "reinstating or preparing staffing packages as soon as practicable" is somewhat delayed by the conversion electronically back to the 1983 version. Nevertheless, Maintenance Operations mandated the conversion back to the 1983 version. Finally, as the P/S was mandated to reinstate or prepare staffing packages, every Union rep will want us to simply reinstate the 2001 staffing numbers, presuming that the 2001 handbook resulted in less custodians. However, even in converting back to the 1983 MS-47, circumstances throughout the 1983 MS-47 grant local maintenance Managers authority to revise their staffing numbers. As a result, there may not necessarily be a significant rise in custodial staffing, depending on local fact circumstances.

However, as discussed at the telecom, we believe that the time period (probably several months) during the electronic conversion is reasonable, and as the case has not been fully resolved during the remand period, the resurrection of grievances, and the turning over to the Union the requested items, is premature. After all, it is possible that either through discussion during the remand or through arbitration back in front of Das, that there may be no remedy available to these Local unions at all.

For those reasons, and for consistency (as articulated extremely well by Gary Connelly during the telecom), the best course of actions to continue to

- 1) hold the grievances; and 2) deny the RFIs as premature. A written response to Steve Raymer's request for discussion on the remedy is being drafted, and shall indicate the Postal Service's general position regarding 1) and 2), above, and the overall premature theme described herein.

As information, as far as moving forward with the Maintenance Managers moving forward with getting information available, find below a copy of the text of the salvo issued from Maintenance Operations at the HQ level:

"Begin to gather old existing information and to create and update your 4869s. This is part of our effort to reinstate the old MS-47 as soon as practicable. MPP is working on software for eMARS that will allow you to

build new MS-47 staffing packages. The old software is obsolete in our current computing environment and incompatible with our current computer systems. This has been in the works since immediately after the award and is considered by us "as soon as practicable."

Deny information requests at the local level as "inappropriate and premature" since the remedy was remanded to the parties at the national level and has not yet been resolved.

Deny any grievances based on the fact that we are, as an organization, working on a solution to roll back to the previous MS-47 and it is a large undertaking which we are doing "as soon as practicable." Furthermore since the remedy has not been determined, it is premature to discuss any local liability either for the past or for the interim, while we are putting new systems in place.

Please let me know if you need anything further.

Patrick M. Devine, Labor Relations Specialist
Headquarters Labor Relations
(202) 268-5421

LeFevre, Terry C - Merrifield, VA

From: LeFevre, Terry C - Merrifield, VA
Sent: Wednesday, December 20, 2006 12:39 PM
To: Duchesne, Thomas D - Eastern Area Office; Baxter, Douglas D - Scranton, PA
Cc: O'Hara, Dan - Eastern Area Office; Laag, Fredrick D - Eastern Area Office; Zanella, Donald J - Warrendale, PA; Devine, Patrick M - Washington, DC; Gamache, Edward L - Washington, DC; Rogers, Michael G - Merrifield, VA
Subject: RE: MS-47

Currently I can offer the following advice.

Begin to gather old existing information and to create and update your 4869s. This is part of our effort to reinstate the old MS-47 as soon as practicable. MPP is working on software for eMARS that will allow you to build new MS-47 staffing packages. The old software is obsolete in our current computing environment and incompatible with our current computer systems. This has been in the works since immediately after the award and is considered by us "as soon as practicable."

Deny information requests at the local level as "inappropriate and premature" since the remedy was remanded to the parties at the national level and has not yet been resolved.

Deny any grievances based on the fact that we are, as an organization, working on a solution to roll back to the previous MS-47 and it is a large undertaking which we are doing "as soon as practicable." Furthermore since the remedy has not been determined, it is premature to discuss any local liability either for the past or for the interim, while we are putting new systems in place.

Terry C. LeFevre

Engineering - Maintenance Policies & Programs
Phone 703-280-7120
Terry.C.LeFevre@usps.gov

-----Original Message-----

From: Duchesne, Thomas D - Eastern Area Office
Sent: Monday, December 18, 2006 12:40 PM
To: Baxter, Douglas D - Scranton, PA
Cc: LeFevre, Terry C - Merrifield, VA; O'Hara, Dan - Eastern Area Office; Laag, Fredrick D - Eastern Area Office; Zanella, Donald J - Warrendale, PA
Subject: RE: MS-47

Douglas,

Thanks for the note. I have already heard that the Pittsburgh BMC is receiving grievances for 160 hours per week over time relating to the MS-47.

I have heard no further guidance from HQ.

Again, please sit tight my staff and I will forward guidance as it is received.

Thanks again!!

Thomas D. Duchesne
Area Manager, Maintenance Operations

PS-42



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Maintenance

Division

(202)- 842-4224 (Office)
(202)- 289-3746 (Fax)
Steve Raymer, Director
Gary Kloepper, Asst. Dir.
Greg See, Asst. Dir.
Idowu Balogun, Rep@Lg.

December 8, 2006

RE: MS-47 Enforcement

Dear Local/State President & Maintenance Craft Director:

Arbitrator Das has issued the award in case Q98C-4Q-C 02013900 regarding the USPS issuance of a replacement MS-47. The ruling is:

The Union's challenge to the revised MS-47 issued by the Postal Service in 2001 is sustained on the basis set forth in the above Findings.

National Executive Board

William Burrus
President

Cliff "C. J." Guffey
Executive Vice President

Terry Stapleton
Secretary-Treasurer

Greg Bell
Industrial Relations Director

James "Jim" McCarthy
Director, Clerk Division

Steven G. "Steve" Raymer
Director, Maintenance Division

Robert C. "Bob" Pritchard
Director, MVS Division

Sharyn M. Stone
Central Region Coordinator

Jim Burke
Eastern Region Coordinator

Elizabeth "Liz" Powell
Northeast Region Coordinator

William "Bill" Sullivan
Southern Region Coordinator

Omar M. Gonzalez

This is the third in a series of awards addressing the USPS' actions to standardize cleaning frequencies by higher level mandates (Cleaning Frequency Award); reduce work performance & scheduling requirements (Line J Award) and finally to gut the foundation of Postal Custodial staffing and work and eliminate frequencies. Our success in fending off these assaults has been a team effort of all with responsibility to represent the Maintenance Craft.

We again ask for your assistance in implementing a critical aspect of the MS-47 Award. In the award, Arbitrator Das ordered (the entire award is available for download on the APWU web site):

Under the circumstances, it is appropriate that the Postal Service be directed to rescind the 2001 MS-47, to reinstate the 1983 MS-47, and to reinstate or prepare staffing packages as soon as practicable. As the Postal Service has stressed, the building inventories still are in use and the performance standards have not been changed. Prior staffing documents based on the frequencies determined by the appropriate level of management under the 1983 MS-47 presumably still exist, and can be revised under that Handbook where needed. (UA)

With the issuance of his award, the 2001 MS-47 was rescinded as if never issued and the 1983 MS-47 is reinstated. Custodial staffing and work scheduling and performance in facilities under your jurisdiction are to be done as per the 1983 MS-47.

By way of information for you, a custodial staffing package uses three (3) essential forms. They are the PS 4869, Building Inventory; PS 4839, Custodial

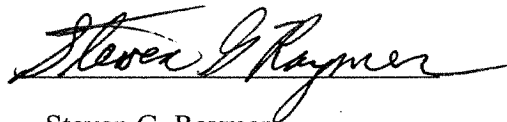
Scheduling Worksheet and PS 4852, Workload Analysis (route sheets, Form 4776, are then developed). As stated above, it is presumed these documents still exist, and in particular the starting point for staffing, the PS 4869, was always in use.

You should make a written inquiry to your local management as to when you can expect your office to be in compliance with the Das award. Please request a copy of the reinstated or adjusted custodial staffing package. Inquire if all PS 4776, Custodial Route Sheets, are being used as required (many had been 'suspended' by Maintenance management). Local management should be able to comply with this part of the arbitration award in a short period of time if they haven't already done so. A response that they are awaiting higher level instructions is insufficient.

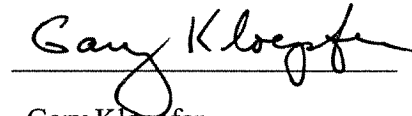
The Arbitrator did not award the Postal Service 'amnesty' for the time it relied upon the 2001 MS-47. Any action the Service undertook in regards to implementation of the 2001 MS-47 was accomplished at its own peril. Only the issue of remedy for the "intervening period" when the now defunct 2001 MS-47 was in the field is remanded to the Headquarters' parties. We are presently in discussions on that aspect of the award. The requirement to come into compliance with the 1983 MS-47, to repeat, is immediate.

Compare your current custodial staffing to that which is required by the PS 4852. If you already have a grievance in the system, you should already have the staffing documents. Since your corrective action in this instance would be prospective, you should apply a remedy for each custodial position your installation is short staffed, including lost work hours, overtime, etc. and out-of-schedule for those that would change duty assignments.

If you have any difficulty with local management, please contact your Maintenance Craft National Business Agent.



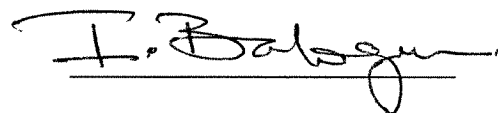
Steven G. Raymer
Director



Gary Kloepper
Assist. Director



Gregory See
Assist. Director



Idowu Balogun
Nat'l Rep. @ Large

Custodial Staffing Grievances – post-Das

When Arbitrator Shyam Das rendered his award in our national level MS-47 dispute (Q98C-4Q-C 02013900, November 16, 2006) he directed the Postal Service to rescind the 2001 revision to the MS-47 and to restore the 1983 MS-47 to its former status as the controlling Handbook on custodial staffing and scheduling.

The Service became obligated, as of November 16, 2006, to apply and abide by the terms of the 1983 MS-47. Locals were asked to obtain copy of staffing packages that had been in place under the MS-47 prior to the 2001 revision or to present to the Service copies Locally retained in order to have the proper staffing levels restored. Locals were also advised to enforce the requirements of the MS-47 for the performance of all required custodial work and for the maintenance of MS-47 staffing levels.

Within weeks after issuance of the Das award, it came to light that Postal Service headquarters officials had given specific direction to their field subordinates to **do nothing** to implement the MS-47 or the Das award. This instruction, itself, constituted a violation of labor law and of the National Agreement. And it directed field managers to, likewise, violate the law and the Agreement. It came out in the form of email messages from Bob Thoensen and Patrick Devine. Many Locals were confronted with local managers' refusal to provide requested information and refusal to comply with the MS-47 staffing and scheduling requirements.

The Union urged every Local to pursue this fight as vigorously as possible. It is true that Arbitrator Das remanded to the national parties discussion of possible remedy for the effects of the 2001 revision during the intervening period. However, he did not grant the Service any "grace period" for implementation of the terms of the MS-47, nor for restoration of the *status quo ante*. Local Unions must request from the Service copies of pre-revision staffing documents and route sheets. You must grieve any failure of the Service to fully and expeditiously cooperate in disclosure of those documents. You should also consider filing charges against the Service on this issue with the National Labor Relations Board. You must also confront the Service with a specific demand that prior staffing and performance levels for custodial work be immediately restored. And you must grieve any failure of the Service to comply. Please note, that any such grievance should include reference to violations of the Service's obligation to provide information and should argue that the Step 1 and Step 2 officials for the Service were robbed of the contractually stipulated authority to resolve the grievance by the Postal Service's headquarters directive (specifically refer to Patrick Devine's order to deny grievances).

Keep in mind it may be desirable to pursue periodic (biweekly) grievances to continue to keep appropriate documentation of the continuing violations of the Agreement. This will also assure that full liability may be remedied and it will apply pressure to the Service to attend to the problem. In grieving failure to comply with your request to restore prior staffing and performance levels, please use the following:

On November 16, 2006, Arbitrator Shyam Das rendered his award in the parties' dispute over the Service's 2001 revision to the 1983 MS-47 Handbook. By this award, the 1983 MS-47 has been restored to its legitimate status as the governing Handbook pertaining to custodial work and staffing. Arbitrator Das stated:

Under the circumstances, it is appropriate that the Postal Service be directed to rescind the 2001 MS-47, to reinstate the 1983 MS-47, and to reinstate or prepare staffing packages as soon as practicable. As the Postal Service has stressed, the building inventories still are in use and the performance standards have not been changed.

[p.34]

Based upon this order, it is clear that the Service is not entitled to continue to impose the results of its violative implementation of the 2001 revision to the MS-47 on the bargaining unit. Clearly, direct and adverse effects of the actions taken by the Service must be reversed in order to comply with the award of Arbitrator Das and to come into compliance with the MS-47 Handbook. The restoration of the 1983 MS-47 as the governing Handbook requires certain actions now, irrespective of the parties' national level efforts to remedy the intervening period.

The MS-47 governs the determination of required custodial tasks and the calculation of required custodial work hours associated with those tasks, as well as the requisite staffing derived from work hours. Paragraph 116 of the MS-47 states,

Once a custodial staffing level is determined using the procedures in this handbook, that staffing level must be maintained. If conditions arise that warrant a change in staffing, the entire staffing procedures must be redone, i.e., new forms must be completed.

This principle has been reinforced by settlement of Step 4 grievance H7T-3A-C 8445, September 7, 1990. Changes to the staffing and scheduling of custodial work have not been made in compliance with the provisions of the MS-47. The Service did not complete new staffing surveys under the terms of the MS-47; it, therefore, did not properly alter the staffing or scheduling of work within the meaning of the contract.

Custodial staffing, according to MS-47, 121, begins with initial facility planning with expected "*modification based on local experience*". Changes to custodial staffing levels are otherwise limited by the terms of paragraph 122,

The need for reassessment may also arise as a result of changing workloads, building or grounds modifications, or the introduction of new cleaning or maintenance methods, materials or equipment.

The changes that have occurred here were for none of these reasons, causing the requirement of paragraph 116 that staffing be maintained to control.

Custodial work must be properly documented. The Service is obligated by the terms of the MS-47 to use PS Forms 4776, *Preventive-Custodial Maintenance Route* for this purpose. MS-47, 311, states,

Written work assignments must be prepared for all regularly scheduled custodial duties. Chapter 3 provides instructions for preparing these work assignments.

and paragraph 331 states,

Complete Form 4776, *Preventive-Custodial Maintenance Route*, in duplicate for all regularly scheduled custodial maintenance work listed on Form 4852.

Any failure by the Service to properly document and schedule custodial work will be treated as a failure to perform required custodial maintenance for which a monetary liability is incurred, consistent with prior arbitral history.

This should form the foundation of a Local grievance. However, please remember it is always the steward's responsibility to fully articulate the "*Detailed Statement of Facts and Contentions*" required for Item 12 of the Step 2 Appeal.

Appropriate corrective action should include the following elements:

- Immediate restoration of custodial staffing level to the last complement established under the 1983 MS-47, or the complement as it existed prior to January 01, 2002.
- Immediate establishment and use of custodial route sheets for assignment of work (PS Form 4776).
- Immediate assurance that all work required by the MS-47 and summarized on the controlling PS Form 4852 be performed.
- Where the custodial complement is not immediately restored, compensation to custodial employees for unfilled positions.
- Where required work is not performed, compensation to custodial employees for the all hours associated with the non-performance of required work.

In offices where a PTR employee's hours were reduced, other remedy must be specific to properly restore the employee. In offices where a reduction caused the subcontracting of cleaning services, remedy must include cessation of subcontracting, compensation and restoration of the lost custodial position.

Corrective action must always be structured to the particular fact-circumstances of the grievance. Pay attention to detail. Be creative, but realistic.

PROBLEM:

On November 16, 2006, Arbitrator Shyam Das rendered his award in the parties' dispute over the Service's 2001 revision to the 1983 MS-47 Handbook. By this award, the 1983 MS-47 has been restored to its legitimate status as the governing Handbook pertaining to custodial work and staffing. Arbitrator Das stated:

Under the circumstances, it is appropriate that the Postal Service be directed to rescind the 2001 MS-47, to reinstate the 1983 MS-47, and to reinstate or prepare staffing packages as soon as practicable. As the Postal Service has stressed, the building inventories still are in use and the performance standards have not been changed.

Based upon this order, it is clear that the Service is not entitled to continue to impose the results of its violative implementation of the 2001 revision to the MS-47 on the bargaining unit. Clearly, direct and adverse effects of the actions taken by the Service must be reversed in order to comply with the award of Arbitrator Das and to come into compliance with the MS-47 Handbook. The restoration of the 1983 MS-47 as the governing Handbook requires certain actions now, irrespective of the parties' national level efforts to remedy the intervening period. The MS-47 governs the determination of required custodial tasks and the calculation of required custodial work hours associated with those tasks, as well as the requisite staffing derived from work hours. Paragraph 116 of the MS-47 states, "Once a custodial staffing level is determined using the procedures in this handbook, that staffing level must be maintained. If conditions arise that warrant a change in staffing, the entire staffing procedures must be redone, i.e., new forms must be completed." This principle has been reinforced by settlement of Step 4 grievance H7T-3A-C 8445, September 7, 1990. Changes to the staffing and scheduling of custodial work have not been made in compliance with the provisions of the MS-47. The Service did not complete new staffing surveys under the terms of the MS-47; it, therefore, did not properly alter the staffing or scheduling of work within the meaning of the contract. Custodial staffing, according to MS-47, 121, begins with initial facility planning with expected "modification based on local experience". Changes to custodial staffing levels are otherwise limited by the terms of paragraph 122, "The need for reassessment may also arise as a result of changing workloads, building or grounds modifications, or the introduction of new cleaning or maintenance methods, materials or equipment." The changes that have occurred here were for none of these reasons, causing the requirement of paragraph 116 that staffing be maintained to control. Custodial work must be properly documented. The Service is obligated by the terms of the MS-47 to use PS Forms 4776, Preventive-Custodial Maintenance Route for this purpose. MS-47, 311, states, "Written work assignments must be prepared for all regularly scheduled custodial duties. Chapter 3 provides instructions for preparing these work assignments." and paragraph 331 states, "Complete Form 4776, Preventive-Custodial

Maintenance Route, in duplicate for all regularly scheduled custodial maintenance work listed on Form 4852." Any failure by the Service to properly document and schedule custodial work will be treated as a failure to perform required custodial maintenance for which a monetary liability is incurred, consistent with prior arbitral history.

REMEDY

The Postal Service shall immediately come in compliance with the 1983 MS-47 Handbook as ordered by National Arbitrator Das by returning the staffing and scheduling requirements effective to December 31, 2001. The bargaining unit staffing shall be immediately restored to the number of custodial employees, duty assignments, and/or work hours since December 31, 2001, such staffing and work shall immediately be restored. The bargaining unit shall be compensated per pay period per number of positions understaffed, until such time as the staffing returns to the level it was at prior to the issuance of the 2001 MS-47. The amount of this remedy will be adjusted appropriately for PTRs, including their being made whole and paid at their hourly rate for lost work hours and where work was not performed in accordance with the 1983 MS-47, the Postal Service will pay at the appropriate rate for the work not performed

JUN 28 1994

Mr. James Lingberg
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Dear Mr. Lingberg:

This letter is in further regard to discussions between you and Thomas J. Valenti of my staff concerning requests for local maintenance staffing surveys.

Pursuant to Article 31, Section 3, "Requests for information relating to purely local matters should be submitted by the local union representative to the installation head or his designee." Therefore, as agreed, requests for staffing surveys should follow the aforementioned contractual path. Further, once the request is received, local management will release the staffing survey (if available) to the union.

If there are any questions regarding the foregoing, please contact Thomas J. Valenti of my staff at (202) 268-3831.

Sincerely,

(signed) William J. Downes

William J. Downes
Manager
Contract Administration (APWU/NPMHU)
Labor Relations



UNITED STATES POSTAL SERVICE
ROOM 9C14
475 L'ENFANT PLAZA SW
WASHINGTON, DC 20260-4100
TEL 202 268 3816
FAX 202 268 3074

OFFICE OF THE
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

RECEIVED

SEP 7 1990

Thomas K. Freeman, Jr.
Director, Maintenance Division

Mr. Thomas Freeman, Jr.
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: H7T-3A-C 8445
Class Action
Ft. Worth, TX 76101

Dear Mr. Freeman:

On several occasions, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether local management violated the National Agreement by failing to implement a staffing package.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

- (1) The parties at this level agree that part 116 of the MS-47 applies: "Once a custodial staffing level is determined using the procedures in this handbook, that staffing level must be maintained. If conditions arise that warrant a change in staffing, the entire staffing procedure must be redone, i.e., new forms must be completed."
- (2) Management also agrees that it will not implement frequencies below the specified ranges identified in the MS-47 without following the procedure outlined in prearbitration decision H1C-NA-C 46.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.




Thomas Freeman, Jr.

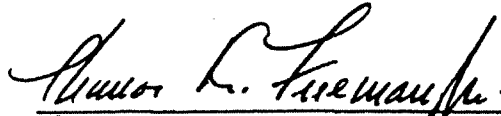
2

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,


Kathleen Sheehan
Grievance & Arbitration
Division


Thomas Freeman, Jr.
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
Date: September 7, 1990.



Mr. Bobby Donelson
National Maintenance
Representative-at-Large
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington DC 20005-4128

Re: D94T-1D-C 97084381
R. Williamson
London KY. 40741-9998

Dear Mr. Donelson:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management is required to maintain custodial staffing hours in the absence of the regular custodian?

After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case.

Furthermore, the National Gamser Award A8-NA 0375 is both controlling and applicable to this issue.

Accordingly, we agreed to remand this case to the parties at Step 3 for possible application of this award, or for further processing including arbitration, if appropriate.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,

A handwritten signature in cursive script, appearing to read "Oscar Ochoa", written over a horizontal line.

Oscar Ochoa
Grievance and Arbitration
Labor Relations

A handwritten signature in cursive script, appearing to read "Bobby Donelson", written over a horizontal line.

Bobby Donelson
National Maintenance
Representative-At-Large
American Postal Workers Union,
AFL-CIO

Date: 4/19/98



September 12, 2000

DISTRICT MANAGERS
PLANT MANAGERS

SUBJECT: Lamping Policy and Procedures

As a result of recent inquiries from field and area offices, the following policy clarification guides field units in replacing lamps in lighting fixtures.

Fluorescent and incandescent lamps may be replaced by PS-2 and PS-3 Custodians. PS-2 Custodians may only perform this work from floor level, while the PS-3 Custodians may work from the floor, ladders, scaffolding and non-powered lift platforms. When powered lift platforms that require a Certificate of Familiarization and Safe Operation are operated, PS-3 Custodians are to be paid at the level 4 rate for the time spent actually operating the powered lift platform. Normally, Lockout/Tagout procedures are not required to perform routine replacement of burned out lamps.

For other types of lighting, such as: High Intensity Discharge (HID), Low or High Pressure Sodium, etc., local management should consult maintenance or safety personnel to determine the position description and any special procedures required. With the number of makes and models of these fixtures, along with the procedures necessary to access the lamps, a specific, national policy cannot adequately address all potential situations.

Other electrical repairs may NOT be performed by PS-2 or PS-3 Custodians. Use qualified postal maintenance employees or a contractor. Contact the maintenance organization serving your facility to determine the appropriate procedures.

Please forward this memorandum to installation heads in facilities, which have custodians.

Requests for further assistance in the area of Building Services, Building Equipment, or Safety may be directed to Wade Raines at 703/280-7896 or Tom Duchesne at 703/280-7872.

A handwritten signature in cursive script, appearing to read "J. Gerard Bohan".

J. Gerard Bohan
Manager
Maintenance Policies and Programs

cc: Managers, Maintenance Support, Area Offices
Managers, In-Plant Support, Area Offices
Managers, Operations Support, Area Offices
William J. Dowling, Sam Pulcrano, Jerry A. Jones, Thomas J. Valenti, Rex Gallaher



Mr. Steven G. Raymer
Director, Maintenance Division
American Postal Workers Union, AFL-CIO
1300 L Street, NW
Washington DC 20005-4128

RE: Q00T-4Q-C 04127113
Class Action
Washington DC 20260-4100

Dear Mr. Raymer:

On May 5, 2004, the American Postal Workers Union initiated a dispute concerning whether the April 1, 2004, change to the 2001 MS-47, *Housekeeping Postal Facilities*, and instructions to the field eliminated certain custodial assignments in Vehicle Maintenance Facilities in violation of Article 19 of the Collective Bargaining Agreement.

On numerous occasions, the last being, August 31, 2004, we discussed the issue in dispute and agree that no National Interpretive Dispute is fairly represented in this case. As a result of this decision, the parties mutually agree to the following as full resolution of this case:

In Postal Bulletin 22125, dated 04/01/2004, on page 77, the USPS notified the field that a change was being made to the MS-47, which would clarify cleaning responsibilities in vehicle maintenance facilities. The change revised the first sentence in Item 2 under section 511d of the 2001 MS-47 to read:

"Cleaning (VMF only) No plant maintenance custodial cleaning is authorized for the VMF workroom."

The former language read:

"Cleaning (VMF only) At VMF sites where the Garageman position is authorized, no custodial cleaning is authorized for the VMF workroom."

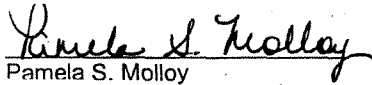
The above listed change was not intended to alter existing assignments of employees in Vehicle Maintenance and the Plant Maintenance Custodians. Cleaning responsibilities in Vehicle Maintenance Facilities has been outlined in documents dated, July 27, 1983; October 5, 1995; and most recently in a letter from Mr. Edward Gamache, Manager Maintenance Policies and Programs, dated March 9, 2004. This letter stated in part,

"This language was in no way intended to change any existing policies previously identifying the division of maintenance responsibilities in the VMFs and defined in the October 5, 1995, memorandum signed by the Vice President, Operations Support, and the Vice President, Engineering."

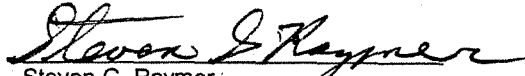
Maintenance Policies and Programs will reissue the March 9th, letter from Mr. Gamache as additional clarification to field offices on cleaning responsibilities in Vehicle Maintenance Facilities.

Additionally, the resolution in this case in no manner affects the existing dispute filed by the APWU, case # Q98C-4Q-C 02013900, concerning the 2001 revisions to Handbook MS-47, *Housekeeping Postal Facilities*.

Time limits at this level were extended by mutual consent as it relates to the Article 15 issues involved in this dispute.



Pamela S. Molloy
Labor Relations Specialist
Contract Administration



Steven G. Raymer
Director Maintenance Division
American Postal Workers Union, AFL-CIO

Date: 12/3/04



UNITED STATES
POSTAL SERVICE

Mr. Edgar Williams
Assistant Director,
Maintenance Craft Division
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

RE: I90T-1I-C 95076544
CLASS ACTION
SIOUX CITY IA 51111-9998

Dear Mr. Williams:


Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

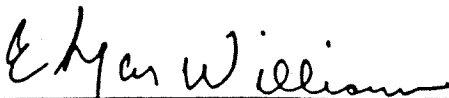
The issue in this grievance is whether a level 3 custodian is entitled to be compensated at level 4 when operating power equipment.

During our discussions the parties identified Cases D90T-1D-C 95008464 and H1T-5H-C 29378, as being similar in nature. Accordingly, the parties agree to remand this case to the parties at Step 3 for application and determination of remedy, if any.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.


Rodney J. Lambson
Labor Relations Specialist
Grievance and Arbitration


Edgar Williams
Assistant Director
Maintenance Craft Division
American Postal Workers Union, AFL-CIO

Date: 11-25-97



HUMAN RESOURCES
Midwest Area

UNITED STATES
POSTAL SERVICE

GRIEVANCE NO.: 190T-11-C 95076544 DIST 501
09/13/95 JL1095
GRIEVANT: CLASS ACTION
SIOUX CITY IA 51101-9998
LOCATION:

Without establishing precedent and without prejudice to the position of either party in this or any other case, the grievance is resolved as follows:

It is mutually agreed that the Custodial Laborers, PS-3, are entitled to be paid at PS-4 for any time spent operating 'rider operated, powered industrial equipment', which may include mules, fork lifts, power sweepers, and commercial grade lawn mowers. The parties at the local level are to review the records to ascertain who has been assigned these duties and the amount of time involved in such assignments from May 29, 1995, to the present, so that they may be properly compensated at the PS-4 level, if they have not already been compensated at that level.

Paul A. Lyons
Management Designee

4/12/99
Date

James A. Foley
Union Designee
4/12/99
Date



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

DEC 12 1985

11/12/85
RECEIVED

DEC 13 1985

RECEIVED
DEC 13 1985

Mr. Thomas A. Neill
Industrial Relations Director
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

COURTESY OF
GARY KLOEPFER, NSA
AMERICAN POSTAL WORKERS UNION
7211 NORTH MAIN STREET, SUITE 4
DAYTON, OHIO 45415

Dear Mr. Neill:

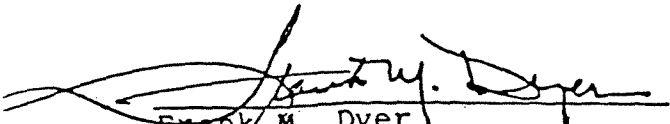
On September 10 we met in prearbitration discussion of HLT-5H-C 29378, Woodland, California. The question in this grievance is whether custodians with SF-46s should be paid higher level pay while driving postal vehicles to the carwash.

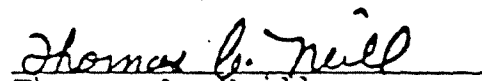
It was mutually agreed to full settlement of this case as follows:

Lower level employees performing any duties requiring an SF-46 will be paid at PS-4 rate of pay.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing HLT-5H-C 29378 from the pending national arbitration listing.

Sincerely,


Frank M. Dyer
Labor Relations Specialist
Arbitration Division
Labor Relations Department


Thomas A. Neill
Industrial Relations
Director
American Postal Workers
Union, AFL-CIO

3-26-86
(Date)

Enclosure

REGULAR ARBITRATION PANEL

In The Matter of the Arbitration)	Grievant: Class
between)	Post Office: Charleston, SC
United States Postal Service)	Case No.: D90T-1D-C 95008464
and)	Local Griev. No: 411C998
American Postal Workers Union)	

BEFORE: Jacquelin F. Drucker, Esq., Arbitrator

Appearances:

For the USPS: William B. Davis
Labor Relations Specialist

For the Union: Eddie Sears
Advocate

Place of Hearing: Charleston, SC

Date of Hearing: April 15, 1997
Record Closed: June 10, 1997

Date of Award: July 10, 1997

Relevant Contract Provisions: Articles 19 and 25
National Settlement

Contract Year: 1990-1994

Type of Grievance: Contract

Award Summary

Grievance denied in part and sustained in part. Award is limited to the finding that under the 1986 national settlement, Custodian Laborers PS 3 are entitled to be paid at Level 4 for time spent assigned to the operation of "rider-operated powered industrial mobile equipment," whether on or off postal premises. The record lacks specific proof of the instances in which Level 4 pay would have been warranted. Thus, no monetary damages are awarded.


JACQUELIN F. DRUCKER, ESQ.

I. STATEMENT OF THE CASE

The instant class-action grievance relates to the level of pay to which custodial laborers are entitled when operating certain types of equipment. The Union timely initiated a grievance, and the matter properly is before the arbitrator. The arbitrator conducted the hearing on April 15, 1997, at the postal facility located at 7075 Cross County Road, Charleston, South Carolina. Both the USPS and the Union were given full opportunity to present evidence, examine and cross-examine witnesses, make arguments, and submit relevant case citations. The parties agreed to submit written closing arguments, which were timely filed with this arbitrator. In reaching the conclusions and award set forth herein, the arbitrator has given full and careful consideration to the complete factual record, all arguments, all cited contractual provisions, and all case citations.

II. ISSUE

The USPS proposed that the issue to be resolved by the arbitrator is as follows:

Did the USPS violate the National Agreement or applicable regulations when Level 3 custodial laborers were not paid Level 4 pay when operating power equipment? If so, what shall the proper remedy be?

The Union would state the issue similarly but would use the terms "power or driving equipment."

III. FACTS

Richard Guarneri, Steward for the Union, testified that in 1994 a few employees were transferred to the Charleston facility from other states. These employees mentioned to the Charleston

workers that, at their prior work locations, when they drove lawn mowers and sweepers and such types of vehicles, they had been paid at a higher level of pay. Mr. Guarneri investigated and found that this had been the practice in Charleston as well. He discovered a national-level settlement that he believed was controlling. That settlement, executed on March 26, 1986, by Frank Dyer for the USPS and Thomas Neill for the APWU, provided as follows:

On September 10 we met in prearbitration discussion of H1T-5H-C 29378, Woodland, California. The question in this grievance is whether custodians with SF-46s should be paid higher level pay while driving postal vehicles to the carwash.

It was mutually agreed to full settlement of this case as follows:

Lower level employees performing any duties requiring an SF-46 will be paid at PS-4 rate of pay.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing H1T-5H-C 29378 from the pending national arbitration listing.

(Joint 2, page 10.) Mr. Guarneri testified that the SF-46 licenses were changed to the OF-346s, and then, at about the same time that the instant grievance was initiated, the OF-346s were eliminated.

Mr. Guarneri initiated a grievance alleging that custodians are being denied higher level pay for driving "mules, big joe, blowers, genie boom, etc." Mr. Guarneri testified that the grievance addresses equipment that is driven by an operator who sits on the machine and steers it with a steering wheel. He contrasted this with the types of equipment that are pushed. Mr. Guarneri testified that by listing "blower" on the grievance, he was referring to a piece of equipment that essentially is a parking lot sweeper, which is driven. With regard to the "big joe," which

is an electrical fork lift, he was not sure if it was driven or walked and did not believe that a license was required for operation. Mr. Guarneri testified that he had training on operation of the Genie Boom, and he believed that the operator gets into it and drives it, but he was not sure. He testified that the Genie Boom extends to reach heights. When asked on cross examination if it were a type of scaffolding, Mr. Guarneri testified that it was, but only in the sense that both a car and a horse are vehicles; the Genie Boom, he testified, is mechanically operated whereas scaffolding is a structure.

The position description for Custodial Laborer, PS 3 has been unchanged since the 1970's and provides in relevant part that the worker "operates a variety of power driven equipment such as floor scrubbers, floor sanders, waxers, and wall washers; adjusts brushes, buffers and other attachments on machines; uses wax, polish and other protective agents appropriate for the various surfaces; washes walls and ceilings from scaffolding." The type of equipment identified in that description, testified Mr. Guarneri, is powerful but is controlled physically; the operator walks behind it. When asked on cross examination if caring for lawns requires the use of mower, Mr. Guarneri responded that it did, but when asked if cleaning walks and driveways required use of parking lot sweepers, he stated that it did not, although it might involve the use of a hand-operated leaf blower.

Mr. Guarneri could not identify a specific instance in which a Level 3 custodian had operated the equipment at issue; he noted that while he knew the names of workers who had operated the equipment, he did not know the specific days. Mr. Guarneri testified that no custodian Level 3 was ever paid at Level 4, and, therefore, any time they operated the equipment at issue a violation occurred. It was, he testified, an on-going situation. He testified that the custodians at PS 3 operate the equipment at issue on a daily basis, although he could not cite specific

custodians with dates on which they operated a particular type of equipment. Mr. Guarneri observed that the route sheets would indicate who operated which equipment on any given day.

The Union offered into evidence a copy of Mr. Guarneri's OF-346 U.S. Government Motor Vehicle Operator's Identification Card, which carries a listing, under the heading "qualified to operate," of the "Handy Herman (lift)" and "forklift (Big Joe)" as well as passenger automobiles and vans. The OF-346 bears the following statement: "The holder of this card is qualified to operate U.S. Government vehicles and/or equipment specified, subject to the restrictions set forth on the other half of this card. Card must be carried at all times when operating Government vehicles."

IV. POSITIONS OF THE PARTIES

A. Position of the Union

The Union argues that the issue posed herein was settled years ago in the pre-arbitration agreement cited above. The Union argues that, while the USPS discontinued the use of SF-46 licenses, they replaced them with the OF-346. The duties performed under the OF-346, argues the Union, are the same, and, therefore, the 1986 agreement still applies. The Union notes that there was no attempt to alter this language or agreement in the negotiations that have followed for subsequent National Agreements.

The Union cites the provisions of Postal Manual EL-311 which relate to Authorization to Operate Motor Vehicles. Section 466.22 pertains, in part, to operation of "rider-operated powered industrial mobile equipment" and, argues the Union, defines what equipment previously required a valid OF-346.

The Union argues that the position description of the custodial laborer contains no reference to driving any postal vehicle and addresses only power-driven equipment that is pushed or walked. The Union also cites a Step 4 settlement dated January 18, 1977, which states that, with regard to the shuttling of vehicles, it is not contemplated that custodian laborers will be assigned to perform higher level functions of driving vehicles and that "the custodial employee who performed the driving duties in question was properly compensated at the higher level rate of pay for performing this work." The Union argues that this agreement establishes that driving duties are "high-level" work for which pay at PS 3 is too

low for the skill level of operating vehicles, be they motor vehicles or rider-operated equipment outlined in EL-311. The Union also cites a national-level agreement date-stamped February 5, 1988, regarding payment at the Level 4 rate to custodians for operating a "vert-a-lift."

Citing ELM Section 436.26, the Union asks that the arbitrator award the custodians back pay for the six years previous to the filing of the grievance.

B. Position of the USPS

The USPS stresses the Union bears the burden of proof in this case and argues that the Union has not met this burden. The pre-arbitration settlement relied upon by the Union, argues the USPS, addresses only the question "whether custodians with SF-46's should be paid higher level pay while driving postal vehicles to the car wash." The USPS argues that, as was stated in the Step 3 decision letter in this case, "the SF-46 and its successor OF-346 were eliminated (well before the date of the grievance), as a requirement for operating not only motor vehicles, but also any and all powered equipment, thus rendering the cited pre-arbitration agreement of no value."

The USPS contends that the Union has failed to demonstrate that custodians are required to be licensed to operate motor powered equipment. They are required to have training but, argued the USPS, they are not required to be licensed to operate the equipment at issue. The USPS notes that, on the OF-346, it is stated that the card is necessary only for operating government vehicles, and the fact that equipment may be listed on an OF-346 simply indicates that the employee has been trained on that device.

The USPS also cites the position description which provides that a custodial laborer "operates a variety of power driven equipment" and "cares for lawns and shrubs; cleans sidewalks and driveway and removes ashes, snow and ice." The USPS notes that the Union witness testified that, in caring for a lawn or cleaning a sidewalk, a custodian commonly will use power-driven equipment such as leaf blowers and lawn mowers.

The USPS asks that the arbitrator deny the grievance.

V. DISCUSSION

The resolution of this case requires first an examination of whether the national-level settlement agreement executed on March 26, 1986, applies, as the Union argues it does, to the work described in the grievance. The settlement states, "Lower level employees performing any duties requiring an SF-46 will be paid at PS-4 rate of pay." The USPS argues that this agreement has no application because the license referred to therein, the SF-46, and its successor, the OF-463, have been eliminated. The arbitrator finds, however, that the reference to the license requirement serves simply as a means of identifying the type of work for which higher pay is appropriate. The nature of that work has not changed and, thus, the fact that the USPS no longer uses OF-346s for any purpose does not change the underlying applicability of the agreement. Had the work itself changed or had the licensing requirement been eliminated for only selected pieces of equipment, the analysis might differ. In this case, however, the USPS has simply eliminated, across the board, the US Government Motor Vehicle Operator's Identification Card. The fact does not reflect upon the nature of the work at issue. The parties used the SF-46/OF-346 as a means of identifying higher level work, and this work still can be identified. Thus, the intention of the parties as to the payment level for given tasks can be given continued meaning and application. The agreement thus remains effective and requires payment at the higher rate for operation of equipment for which an OF-346, when it existed, was required.

In ascertaining the type of work for which an OF-346 was required, the sections of EL-311 cited by the Union are relevant. Section 466.21 of that manual states as follows (quoted from the Union's brief):

All postal employees, regardless of job classification, who are authorized to operate any motor vehicle (private,

hired, contract, leased, or postal owned) or rider-operated industrial mobile equipment on official business, must qualify for and be issued a valid U.S. Government Motor Vehicle Operator's Identification Card OF 346, before being assigned to equipment they are required to operate.

Section 466.22 of the EL-311 then states:

Personnel assigned to operate motor vehicles or rider-operated powered industrial mobile equipment off of the confines of postal installations must have in their possession at all times a valid State driver's license and OF 346. Personnel required to operated rider-operated powered industrial mobile equipment who are restricted to off-street driving shall not be required to possess a State operator's license. Their OF 346, which must be in their possession during duty hours, shall carry the notification Restricted to Off-street driving and should apply only to rider-operated industrial equipment. Operators of motor vehicles must be licensed by the State and possess a valid OF 346.

It is clear from the foregoing provisions that the equipment or which an OF-346 was required and for which Level 4 pay was agreed is "rider-operated powered industrial mobile equipment" whether off-premises or on postal property.

Noting that the OF-346 states only that the holder is "qualified to operate" equipment as specified, the USPS argues that an endorsement for particular equipment simply establishes that the employee has been trained to operate the equipment; it does not mean that the employee is required to have the OF-346 to operate the machine. The USPS is correct in this regard. The settlement does not relate to training or to qualification; it relates specifically to required possession of an SF-46 and, by extension, its successor, the OF-3465. Thus, the determining factor is not whether an OF-346 bears an endorsement for the equipment at issue, but, rather, whether the OF-346 was required for operation of the equipment.

The USPS also argues that, because the dispute that led to the 1986 settlement involved driving of postal vehicles to the carwash, the settlement clearly is limited to motor vehicles and not to equipment. The settlement's terms, however, are unambiguous, clearly setting forth a broad statement that level PS-4 will be paid to lower-level employees "performing any duties requiring an SF-46." Thus, interpretation from the context of the dispute is not required. Operation of "rider-operated powered industrial mobile equipment" clearly is a duty "requiring an SF-46" and, later, an OF-346. The analysis ceases with this language, regardless of whether the mobile equipment would be, could be, or ever was driven to a car wash.

From the testimony, it appears that several of the equipment types described in the grievance fall into the category of "rider-operated powered industrial mobile equipment." The elements are easily specified, the first one being, as argued by the Union, that the equipment must be operated by one who rides, or sits atop the equipment, as opposed to one who walks behind it, carries it, or operates it remotely. In addition, the equipment must be powered, as opposed to being pedaled or pushed, and it must be mobile. The record in this case, however, does not clearly establish the nature of each type of equipment or the manner it is operated. The question of rider-operation in most instances was uncertain. The Union in its brief cited a national-level settlement regarding a vert-a-lift, but the terms of that settlement indicate agreement only that no national interpretive issue was presented and that the case should be decided at the regional level. The matter was remanded for "further processing and application of" the March 26, 1986, settlement, but this does not mean that the parties agreed that, under the 1986 settlement, Level 4 pay was required for operation of a vert-a-lift. The arbitrator cannot conclude from this settlement, nor can she discern from the record, whether a vert-a-lift or other particular piece of equipment is a "rider-operated powered industrial mobile equipment" for which an OF-346

would have been required. There simply is no testimony or other evidence establishing with clarity which of these cited pieces of equipment is rider-operated.

Even if such evidence were present, however, a further impediment to recovery would exist. The Union produced no evidence of identifying instances in which given custodian laborers operated the equipment at issue. Therefore, even if specific equipment were identified as requiring an OF-346, the arbitrator could award no back pay, for the record establishes no evidence of who engaged in such operation, at what time, or for how long. While specific records sometimes are not available, proof is required beyond the general observation that unidentified custodians frequently operated some of the cited equipment for some period of time.

The award in this case therefore is limited to the following finding: Custodian Laborers PS 3 are entitled to be paid at Level 4 for time spent assigned to the operation of "rider-operated powered industrial mobile equipment," whether on or off postal premises.

July 15, 1997

Jacquelin F. Drucker, Esq.



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

OCT 29 1985

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: Class Action
Hollywood, FL 33020
H4T-3W-C 6004

Dear Mr. Wevodau:

On September 26, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure:

The issue in this grievance is whether management is obligated to have a union official present when a staffing survey is completed.

During our discussion, we mutually agreed to close this case based upon the following:

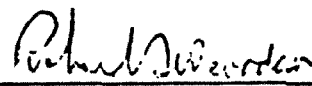
There is no contractual requirement for a union official to be present when a staffing survey is completed; however, the union is not precluded from making a request to perform its own staffing survey due to its disagreement on the package.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to close this case.

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens
Labor Relations Department



Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO

[illegible]

4839

Housekeeping-Postal Facilities

U.S. POSTAL SERVICE WORKLOAD ANALYSIS AND SUMMARY							POST OFFICE STATE AND ZIP CODE UNIT		GROSS INTERIOR AREA EXTERIOR PAVED EXTERIOR UNPAVED					
LINE NO.	JOB REQUIREMENT (A)	OPERATION (B)	UNIT OF MEASURE (C)	MINUTES PER SQ. FT. OR UNIT (D)	WEEKLY QUANTITY (E)	WEEKLY MINS. (F)	LINE NO.	JOB REQUIREMENT (A)	OPERATION (B)	UNIT OF MEASURE (C)	MINUTES PER SQ. FT. OR UNIT (D)	QUANTITY (E)	FREQUENCY (F)	ANNUAL MINS. (G)
1	WORKROOM TOILETS	CL	FX	4.5			33	LIGHT FIXTURES	DUST	FX				
2		PL	FX	1.5			34		DUST	FX				
3	OFFICE TOILETS	CL	FX	4.0			35		DUST	FX				
4	LUNCH SWING RMS	CL	SF	.032			36	LIGHT FIXTURES	WASH	FX				
5		PL	SF	.0106			37		WASH	FX				
6		WM	SF	.03			38		WASH	FX				
7	LOCKER RMS	CL	SF	.024			39	VENETIAN BLINDS	WASH	BL	30.0			
8		PL	SF	.008			40		DUST	BL	5.0			
9		WM	SF	.03			41	LOBBY GLASS	WASH	SF	.179			
10	WORKROOMS	CL	SF	.0106			42	EXTERIOR GLASS	WASH	SF	.179			
11		PL	SF	.0063			43	INTERIOR GLASS	WASH	SF	.179			
12	OFFICES	CL	SF	.0375			44	WORKROOM PIPES/DUCTS	DUST	SF	.069			
13	SUPPLY RMS	CL	SF	.012			45	OTHER PIPES/DUCTS	DUST	SF	.048			
14	FREIGHT ELEVATORS	PL	UT	10.0			46	LOCKOUT GALLERY	CL	LF	.48			
15	PASSENGER ELEVATORS	CL	UT	20.0			47	CARRIER CASE	CL	EA	4.0			
16	EXT POLICE	PL	SF	.0012			48	OTHER CASE	CL	EA	1.5			
17	PLATFORMS	CL	SF	.0106			49	EXT PAVED	SWEEP	SF	.008			
18		PL	SF	.0063			50	EXT PAVED	SWEEP	SF	.004			
19	SERVICE/BOX LOBBY	CL	SF	.018			51	EXT PAVED	SWEEP	SF	.0012			
20		PL	SF	.002			52	ACTIVE	CL	SF	.012			
21		WM	SF	.03			53	INACTIVE STORAGE	CL	SF	.012			
22		VS	SF	.0064			54	RESILIENT FL	DM	SF	.015			
23		DM	SF	.015			55		INT	SF	.24			
24	STAIRWAYS	CL	UT				56		PERI	SF	.086			
25		PL	UT	2.4			57	TERRAZZO	INT	SF	.24			
26	CORRIDORS	CL	SF	.006			58		PERI	SF	.12			
27		DM	SF	.015			59	CONCRETE	INT	SF	.24			
28		VS	SF	.0064			60		PERI	SF	.086			
29		PL	SF	.002			61	CARPET	SHAMP	SF	.24			
30	SHOP AREAS	CL	SF	.012			62		SPOT	SF				
31	JAN CLOSET	CL	EA	10.0			63	WOOD	INT	SF	.24			
32	SUB TOTAL						64		PERI	SF	.12			
WORK HOUR CALCULATIONS							65	LAWNS	MOW	SF	.012			
A	MULT. TOTAL LINE 32 BY 52 WEEKS					MIN/YR	66	HEDGE/SHRUB	TRIM	LF	1.2			
B	ENTER TOTAL FROM LINE 77					MIN/YR	67	SNOW	REMOV	SF	.015			
C	TOTAL LINES 1 & 8					MIN/YR	68	P.O. BOXES	CL	EA	2.0			
D	DIVIDE LINE C BY 60 MIN					WH/YR	69							
E	MULT. LINE D BY 52WKS					H/YR	70							
F	MULT. LINE E BY 52WKS					H/YR	71							
G	MULT. LINE F BY 52WKS					H/YR	72							
H	TOTAL LINES D + E + F + G					WH/YR	73							
J	DIVIDE LINE H BY 52					WK HRS PER WEEK	74							
K	DIVIDE LINE H BY 1768					WORK YRS	75							
L	TOTAL EMPLOYEES						76							
							77	SUB TOTAL						

REVIEWED BY:

APPROVED BY:

MBC MGR-DIR. PLANT MAINTENANCE

DATE

MBC MANAGER/POSTMASTER-BMC MANGER

DATE

PS FORM 4852
11-17-82

EXHIBIT C

Housekeeping-Postal Facilities

U.S. POSTAL SERVICE										IDENTIFICATION																															
PREVENTIVE-CUSTODIAL MAINTENANCE ROUTE										WORK CODE		EQUIPMENT ACRONYM				NUMBER																									
(See Handbook MS-63, 718.2, or Handbook MS-65, Appendix E, Paragraph 5)																																									
MAIL PROCESSING-BUILDING EQUIPMENT/COMPONENT OR SYSTEM										ORIGINAL ISSUANCE DATE				DATE LAST REVISED				ESTIMATED TIME (Hours & Tenths)																							
BUILDING					BUILDING LOCATION					FREQUENCY								TOUR		BASIC WORK WEEK																					
										<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>T</td><td>D</td><td>W</td><td>BW</td><td>M</td><td>BW</td><td>Q</td><td>SA</td><td>A</td><td>BA</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>								T	D	W	BW	M	BW	Q	SA	A	BA														
T	D	W	BW	M	BW	Q	SA	A	BA																																
ITEM NO.	MPE-BUILDING EQUIPMENT IDENTIFICATION NUMBERS	TIME		PRIORITY	CHECK LIST(S) NOS AMOUNT TO BE SERVICED INCLUDING WORK UNITS OR SQUARE FEET	INSTRUCTIONS																																			
		FROM	TO																																						

LABOR RELATIONS



October 31, 1997

Mr. James Lingberg
Director
Maintenance Division
American Postal Workers Union,
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Dear Mr. Lingberg:

This letter is in response to your recent telephone conversation with Thomas J. Valenti of my staff concerning the requirement to complete PS Form 4776, Preventive-Custodial Maintenance Route as required by Handbook, MS-47 Housekeeping Postal Facilities. Specifically, you have asked whether the Maintenance Activity Reporting and Scheduling (MARS) system eliminates the need to use Form 4776.

The aforementioned form is presently required under the MS-47. The MARS system does not eliminate this requirement.

Should there be any questions regarding the foregoing, you may call Mr. Valenti at (202) 268-3831.

Sincerely,

A handwritten signature in black ink, appearing to read "Samuel M. Pulcrano".

Samuel M. Pulcrano
Manager
Contract Administration (APWU/NPMHU)

517 Preventive Maintenance (PM) Routes (Form 4776)

517.1 Route Sheets

517.11 Purpose

PM route sheets list specific groups of machines or systems and designate which should be serviced and which checklist items should be performed. PM routes must not contain different types of machines or systems and should be limited to one type of maintenance with a corresponding checklist.

517.12 Information

Route sheets may contain instructions from the appropriate checklist. A typical route sheet provides the following information:

- a. Work code.
- b. Equipment acronym and equipment class.
- c. Route sheet number.
- d. Workhours required, frequency, and tour.
- e. Location of equipment.

517.13 Same Maintenance Work

Route sheets describe the same classes of maintenance work as the checklists. For example, one equipment inspection route might describe all gear motors of a small bulk conveyor system. Separate routine PM routes might be made up for each of the incoming conveyor lines, the storage areas of parcel sorter machines, or all the portable sorting conveyors on a floor. A cleaning and lubrication route could cover conveyors under the loading platforms. Routes should be combined with other routes to provide from 4 to 7.5 hours of work per employee. Keeping routes within these limits expedites scheduling and allows maintenance employees sufficient time to write work orders and reports. Each employee should be able to perform assigned routes within a workday and still have time for associated duties.

517.2 Preparation of Route Sheets

517.21 Guidelines

PM routes are assignments of work to be performed by maintenance employees (see Exhibit 517.21). These routes identify the equipment to be worked on by one or more employees and checklists to be used. Each route should be limited to:

- a. PM work of the same category and frequency.
- b. Equipment of the same type requiring similar maintenance.
- c. Equipment in the same area.

PS Form 4776, November 1991 (Reverse)**Form 4776, Preventive-Custodial Maintenance Route**

Description	Instructions
Identification (a) Work Code	Enter appropriate work code for type of maintenance to be performed. Appropriate work codes are: 01 Traveling and Stationary Operating Routes 02 Inspection 03 Routine Preventive Maintenance 04 Cleaning and Lubrication 06 Custodial Services
(b) Equipment Acronym	Enter acronym of equipment to identify type of equipment on which maintenance is to be performed such as MPLSM, HVAC, FC, etc.
(c) Class	See Appendix 1.
(d) Number	Enter sequence number that identifies route, a number between 0001 and 9999.
MPE-Building Equipment Component or System	Enter brief description of name of equipment/component or system and equipment class on which maintenance is to be performed.
Original Issuance Date	Enter date route is initiated.
Date Last Revised	Enter date route is initiated or revised.
MMO No.	Enter Maintenance Management Order number.
Estimated Time (Hours & Tenths)	Enter total time estimated for all equipment or areas listed on route.
Building	Enter name or identification of building where equipment or area to be cleaned is located.
Frequency	Enter frequency of route to be done.
Tour	Enter tour during which route is scheduled.
Basic Work Week	Enter inclusive days that route is to be performed. Example: Routes to be performed Monday through Friday may be entered "Mon thru Fri"; or "M-F"; for biweekly routes, enter "week 1 and 3" or "week 2 and 4." For less frequent routes, enter a 1, 2, 3, or 4 for work week route is scheduled to be performed.
Item No.	Enter a number for each item shown on route used to identify quantity of equipment listed.
MPE-Building Equipment Identification:	
(a) Numbers	Enter equipment number as reported on equipment master file.
(b) Class	Enter class of equipment, if applicable, as identified on equipment master file.

Exhibit 517.21 (p. 3)

Form 4776, Preventive-Custodial Maintenance Route—Completion Instructions

5 Workload Scheduling and Reporting

Description	Instructions
Time	Enter beginning and ending time that a room or area is to be cleaned. (Precise time scheduled to be used at management's option.)
Priority	Enter priority code in chronological and alphabetical sequence to identify order of importance for scheduling when labor supply shortage exists.
Checklist(s) Nos.	Enter quantity of area or units to be cleaned or policed. For equipment, enter associated check list number(s) required to perform route.
Instructions	Enter areas or units to be cleaned or policed and any instructions needed to perform route.

Reverse Side

Description	Instructions
Work Due	Enter accounting period and week when route is due to be scheduled.
Assigned	Enter name of employee assigned to perform route, and date route assigned to be performed.
Started	Enter date and time route started.
Completed	Enter date and time route completed.
Total Time Used	Enter total elapsed time (including minor maintenance) used for equipment listed on front of route sheet. For pseudo-equipment, enter total time.
Minor Maintenance Performed (Time)	Enter minor maintenance time used.
Certification of Work Completed (Signature)	Signature of employee certifying route completed as assigned.
Supervisor's Certification	Enter initials and date certifying route performed as assigned.
Maintenance Operations Support Verification	Verify, post, and date as complete.
Minor Maintenance Performed	Enter date, tour, and brief description of minor maintenance performed. Also, enter serial number of parts issue slip, if applicable.

Exhibit 517.21 (p. 4)

Form 4776, Preventive-Custodial Maintenance Route—Completion Instructions

517.22 **Steps**

Scheduling of routes provides better work assignments and time for completing the required summary sheets and records. Suggested steps for preparing a route sheet include:

- a. Select several equipment items, such as units of a conveyor or fan units or an air conditioning plant.
- b. Use a floor plan as a guide, and list each piece of equipment in the order it is to be reached. A floor plan also can identify the applicable total time required for performance of each activity indicated on the checklist.
- c. Add or subtract pieces of equipment until the total route time is within the 4 to 7.5 hour range per employee.
- d. Verify the route by having a qualified maintenance employee perform it.
- e. Assign the route identification (see Exhibit 517.22) using the first two digits to designate the type of activity.
- f. Assign the appropriate acronym as prescribed in Appendix 1 of this handbook, such as CVY for bulk belt conveyor or MPLSM for multiple position letter sorting machine. The four digits are the number of the route sheet in this particular series.

Example: A cleaning and lubricating belt conveyor route sheet would be recorded as 04 CVY 0012.

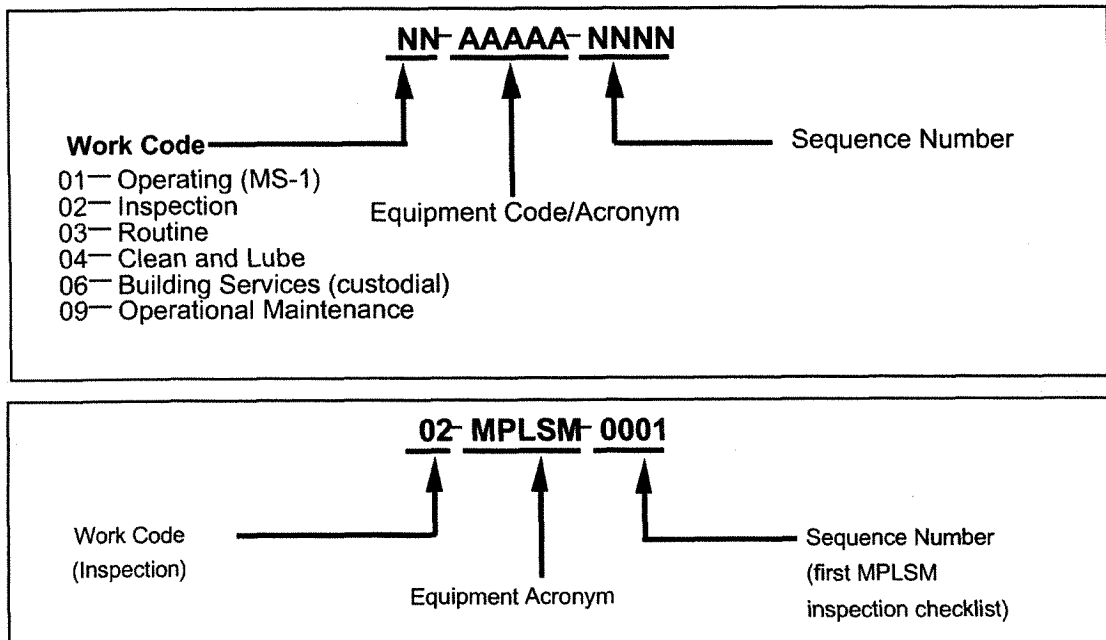


Exhibit 517.22

Route Sheet Identification Instructions for Form 4776

517.3 Uses of Route Sheets

Route sheets have multiple uses. Understanding these uses helps maintenance personnel to accurately prepare the content, wording, and sequence of checklists and route sheets. Route sheets can:

- a. Group equipment in a reasonable and logical manner to facilitate the scheduling and performance of PM operations.
- b. List the equipment to be serviced and the checklist number to be used.
- c. Allow reporting of minor repairs and adjustments, material used, and time required for the work (18 minutes or less).
- d. Verify the completion of assigned work and account for the time required for the employees to perform the PM duties. This information is valuable in future scheduling of similar work.

517.4 Performing Routes

517.41 Traveling and Stationary Routes (Operating) (Work Code 01)

Traveling and stationary routes are performed by personnel maintaining a heating, ventilating, and air conditioning system and other building equipment in a USPS facility. Their primary responsibilities are to turn equipment on and off, log operation of equipment, observe overall performance of equipment, and make minor adjustments. See Handbook MS-1, *Operation and Maintenance of Real Property* for further information.

517.42 Inspection Routes (Work Code 02)

Maintenance employees are furnished the appropriate equipment inspection checklist, PM Work Order Card, and/or route. They must examine or test each point listed on the checklist.

517.43 Routine Preventive Maintenance (RPM) Routes (Work Code 03)

These routes are performed most frequently and require the most time. Routes should be scheduled and assigned to utilize best available staffing. Employees performing RPM must use appropriate checklists. Employees are responsible for all assigned checklists, PM Work Order Cards, and/or routes.

517.44 Cleaning and Lubrication Routes (Work Code 04)

The maintenance employee's primary responsibility is to clean and lubricate the equipment using the appropriate checklists, PM Work Order Cards, and/or routes.

517.45 Custodial Services, Building Cleaning (Work Code 06)

The maintenance employee's primary responsibility is to clean the building as defined in Handbook MS-47, *Housekeeping Postal Facilities* using

appropriate checklists, PM Maintenance Work Order Requests, and/or routes.

517.46 **Operational Maintenance (Work Code 09)**

Employees performing operational maintenance monitor operational performance, make adjustments, and take corrective action to improve equipment performance and sortation quality. Operational maintenance may be reported on Form 4805-B, *Standing Work Order* (see Exhibit 541.2), or entered in the Maintenance Activity Reporting and Scheduling (MARS) system Work Order Management module.

518 **Adjustments and Minor Repairs**

Adjustments and minor repairs or replacements are made by the employee performing the route if the tools and material are on hand and if the work can be completed within 18 minutes for each piece of equipment on the route. When more time, tools, parts, or staffing appear to be required, the discrepancy must be reported to the senior maintenance official or designee with a notation on the route or PM Work Order Card. A Maintenance Work Order Request must be prepared describing the nature of the defect, the required work, the material needed, and an estimate of the workhours. Personnel initiating the work order should make their descriptions as complete as possible.

519 **Completing Route Sheet/PM Work Record Card**

On completion of a scheduled route, the employee must complete the PM Work Order Card. If all items of a scheduled inspection route are not completed, the employee should enter status code W or P, as appropriate, on the PM Work Order Card and use either the Minor Maintenance Performed column or the PM Work Record Card to note the items completed. Information regarding every work assignment must be submitted to the senior maintenance official or designee. PM Work Order Cards are collected and reviewed for completeness. Supervisors must be informed of deficiencies. If required, a work request must be initiated.

52 PREVENTIVE MAINTENANCE (PM) INVENTORY

The *PM inventory* is found in the MARS Preventive Maintenance Management module for all major equipment by route type, class, and equipment number. Routes are also assigned for Custodial Services (CS)

4 Management Procedures

427.3 **Delegating Responsibility**

Maintenance supervisors must review, approve, and initial all checklists and route sheets in Maintenance Capable Offices (MCOs). The senior maintenance official must designate the person responsible for reviewing checklists used in non-MCOs. Recommended changes must be forwarded to Maintenance Operations Support (MOS) or designee.

427.4 **Guideline Changes**

Recommendations for changes to national guidelines must be forwarded to the MTSC for review and approval.

43 CORRECTIVE MAINTENANCE (CM) WORK ORDER (FORM 4805)

431 **Purpose**

Work orders are initiated as a result of maintenance personnel requesting work based on their findings and observations. Other personnel may request the initiation of a work order.

Upon approval, the work order must be assigned a unique number in the appropriate Maintenance Activity Reporting and Scheduling (MARS) register prior to scheduling. The work order should provide:

- a. Documentation, scheduling, and reporting of planned and unplanned corrective, reactive, and breakdown maintenance.
- b. Documentation of CM root causes and costs.
- c. Documentation and reporting of indirect maintenance, training, operational maintenance, alterations, modifications, construction, overhaul maintenance, travel hours, safety, environmental, and energy maintenance costs.
- d. Documentation of workhours and cost for nonroutine Custodial Services (CS).

432 **Maintenance Activity Control**

The work order system is used to control all maintenance activity as shown in Exhibit 432. All work is controlled by a specific work order or by a standing work order, with the exception of scheduled PM routes. Specific work orders apply to planned corrective, reactive, breakdown, operational, alteration, modification, construction, and overhaul maintenance, travel hours, training, environmental, safety, and energy. Standing work orders apply to routine or repetitive maintenance and shop work. To avoid misuse, standing work orders must be monitored and reviewed periodically.

appropriate checklists, PM Maintenance Work Order Requests, and/or routes.

517.46 **Operational Maintenance (Work Code 09)**

Employees performing operational maintenance monitor operational performance, make adjustments, and take corrective action to improve equipment performance and sortation quality. Operational maintenance may be reported on Form 4805-B, *Standing Work Order* (see Exhibit 541.2), or entered in the Maintenance Activity Reporting and Scheduling (MARS) system Work Order Management module.



518 **Adjustments and Minor Repairs**

Adjustments and minor repairs or replacements are made by the employee performing the route if the tools and material are on hand and if the work can be completed within 18 minutes for each piece of equipment on the route. When more time, tools, parts, or staffing appear to be required, the discrepancy must be reported to the senior maintenance official or designee with a notation on the route or PM Work Order Card. A Maintenance Work Order Request must be prepared describing the nature of the defect, the required work, the material needed, and an estimate of the workhours. Personnel initiating the work order should make their descriptions as complete as possible.

519 **Completing Route Sheet/PM Work Record Card**

On completion of a scheduled route, the employee must complete the PM Work Order Card. If all items of a scheduled inspection route are not completed, the employee should enter status code W or P, as appropriate, on the PM Work Order Card and use either the Minor Maintenance Performed column or the PM Work Record Card to note the items completed. Information regarding every work assignment must be submitted to the senior maintenance official or designee. PM Work Order Cards are collected and reviewed for completeness. Supervisors must be informed of deficiencies. If required, a work request must be initiated.

52 **PREVENTIVE MAINTENANCE (PM) INVENTORY**

The *PM inventory* is found in the MARS Preventive Maintenance Management module for all major equipment by route type, class, and equipment number. Routes are also assigned for Custodial Services (CS)

54 WORK ORDERS (FORM 4805)

POLICY—The local maintenance organization will use Form 4805, Maintenance Work Order Requests, for all work requests that are not accomplished through a Preventive Maintenance (PM) program.

541 Description

541.1 Non-Repetitive Work Request

Form 4805, *Maintenance Work Order Request* (Exhibit 541.1), is a request to perform specific work and provides a description of required services. The specific work request provides information for planning repairs and estimating workhours and material. It also provides authorization and instructions for when and how the job is to be done and space for reporting work performed. Work order information becomes a part of the equipment history file.

PS Form 4803, August 1995 (Reverse)

Form 4805, Maintenance Work Order Request

541.2 Repetitive Work Request

order procedure.

Sub Site	W/O Reg No.	Work Code	Equipment Acronym	Equipment Number	Work Order Number

[illegible]

5 Workload Scheduling and Reporting

Item	Col.	Description
Subsite		Enter appropriate two-digit subsite code.
W/O Reg No.		Enter two-digit work order register number.
Work Code		Enter two-digit work code number.
Equipment Acronym		Enter acronym as shown in Appendix 1.
Equipment Number		Enter locally assigned equipment number.
Work Order Number		Enter four-digit work order number.
Date		Enter date work completed.
Employee ID Number		Enter employee's name or employee's ID number.
Level & Labor Code/Hours		Enter level and labor code and hours.
Work Completed By		Initialed by employee completing work.
Action Taken Code		Enter action taken code.
Remarks		Enter a brief description of completed work.
Work Accepted By		Initialed by supervisor accepting completed work.
Date Accepted		Enter date supervisor accepted completed work.
PSDS		
SOM	1	Start of message. No entry necessary.
LOM	2	Length of message. No entry necessary.
Trans ID	3-4	No entry necessary.
Subsite	5-6	Enter two-digit subsite code.
Work Code	7-8	Enter two-digit work code number.
Equipment Acronym	9-13	Enter acronym as shown in Appendix 1.
Equipment Number	14-17	Enter locally assigned number.
Work Order Number	18-21	Enter standing work order number (0001 through 0100).
Equip. Class	22-23	Enter one- or two-position code as shown in Appendix 1.

Exhibit 541.2 (p. 2)

Form 4805-B, *Standing Work Order*—Completion Instructions

Item	Col.	Description
Action Taken	26-28	Maintenance supervisor, mechanic, or maintenance support clerk enters three-position code: ALU for work code 07 and SLU for work code 09.
Employee Pos. Level	41-42 49-50 57-58 65-66	Position level of employee. Enter level 6 as 06. Enter level 10 as 10.
Labor Code	43-44 51-52 59-60 67-68	Enter labor group in positions 43, 51, 59, and 67, and classification in positions 44, 52, 60, and 68.
Workhours Expended	45-48 53-56 61-64 69-72	Enter total workhours and tenths of hours.
EOM		End of message. "@" is preprinted and indicates end of message.

Exhibit 541.2 (p. 3)

Form 4805-B, Standing Work Order—Completion Instructions

541.3 Repetitive Work Request Numbers

The first 100 numbers in each work order register are reserved for standing work orders. Standing work order numbers are posted, and employees are advised of the work order numbers so that they can charge time and material to the right work order. The same standing work order number must be used throughout the year to make sure that the data input identifies the same equipment. This applies to mail processing equipment, building equipment, and building services and other repetitious hours such as travel and training. Standing work orders must be closely monitored to prevent misuse.



Standing Work Order

(Continuation)

Sub Site	W/O Reg No.	Work Code	Equipment Acronym	Equipment Number	Work Order Number

[illegible]

PS Form 4805-C, January 1994

* Currently Not Applicable

Exhibit 541.3 (p. 1)

Form 4805-C, Standing Work Order (Continuation)

Item	Description
Work Code	Enter two-digit work code number.
Equipment Acronym	Enter acronym as shown in Appendix 1.
Equipment Number	Enter locally assigned equipment number.
Work Order Number	Enter four-digit work order number.
Date	Enter date work accomplished.
Employee ID Number	Enter employee's name or employee's ID number.
Level & Labor Code/Hours	Enter levels, labor codes, and hours and tenths of hours.
Work Completed By	Initialed by employee completing work.
Action Taken Code	Enter action taken code: ALU for work code 07 and SLU for work code 09.
Remarks	Enter brief description of completed work.
Work Accepted By	Initialed by supervisor accepting completed work.
Date Accepted	Enter date supervisor accepted completed work.

Exhibit 541.3 (p. 2)

Form 4805-C, *Standing Work Order (Continuation)*—Completion Instructions

Housekeeping-Postal Facilities

HOUSEKEEPING INSPECTION				POST OFFICE: STATE & ZIP CODE:				UNIT: DATE:						
AREA CLEANING			S	U	AREA CLEANING			S	U	AREA CLEANING			S	U
TOILET ROOMS	WATER CLOSETS				OFFICE SPACE	DUSTING				CORRIDORS	FLOORS			
	LAVATORIES					ASH TRAYS					WALLS			
	MULTI-WASH SINKS					TRASH CANS					GENERAL CONDITION			
	URINALS					FLOORS				SHOP AREAS	DUSTING			
	SHOWERS					GENERAL CONDITION					FLOORS			
	PARTITIONS				ELEVATORS	FLOORS				GENERAL CONDITION				
	MIRRORS					WALLS				JANITORY'S CLOSETS	STORAGE			
	FLOORS					GENERAL CONDITION					SINKS			
	WALLS/DOORS				EXTERIOR AREAS	POLICING					FLOORS			
GENERAL CONDITION				SIDEWALKS					OTHER AREAS					
LUNCH/ SWING ROOMS	TABLES					PRK/MANEUVERING								
	DUSTING					PLATFORMS/DOORS								
	DRINKING FOUNT.					HEDGES/SHRUBS								
	FLOORS				LAWN									
	GENERAL CONDITION				SERVICE/ BOX LOBBIES	DESKS/TABLES				COMPONENT CLEANING			S	U
LOCKER ROOMS	DUSTING					CIGARETTE URNS				LIGHT FIXTURES				
	FLOORS					TRASH CANS				VENETIAN BLINDS				
	GENERAL CONDITION					GLASS CLEANING				GLASS CLEANING				
WORK-ROOMS	DUSTING					WALLS/COUNT. FNT				FLOOR CARE				
	FLOORS				FLOORS				WALLS					
	WALLS/DOORS				SCREENLINE				CASES					
	DRINKING FOUNT.				GENERAL CONDITION				POST OFFICE BOXES					
	GENERAL CONDITION				STAIRWAYS	STEPS/LANDINGS				PIPES/DUCTS				
SUPPLY/ STORAGE ROOMS	DUSTING					WALLS/DOORS				DECORATIVE METAL				
	FLOORS					RAILINGS				OTHER:				
									OTHER:					

REMARKS:

INSPECTED BY:

SIGNATURE _____ TITLE _____ SIGNATURE _____ TITLE _____

EXHIBIT F

HOUSEKEEPING INSPECTION TECHNIQUES

General - When performing an inspection in a postal facility, consideration must be given to the function of the facility. By the nature of our business large quantities of dust and dirt are generated every day. Even the most clean facility will show dust and dirt. High traffic areas, such as toilet located next to an MPLSM, may appear to be dirty even though just recently cleaned. Therefore, it is the responsibility of the inspector to differentiate between surface dirt and the dirt that indicates a lack of adequate cleaning.

Before starting the inspector should become familiar with the facility. The inspection should be done in a logical sequence. The "from the top down in a counter clockwise direction" is a good routine to follow. This routine can be applied to the building as well as to the areas within the building. Start on the top floor of the facility and walk that floor in a counter clockwise direction. Enter each room and you come to it and walk that room in a counter clockwise direction. Stand in the center of the room and look around it at the ceiling level. Look around again at eye level. Look around again at floor level. In large areas, such as a workroom, it may be necessary to mentally divide the area into small sections.

As you walk an area, look at the Form 4851 as a reminder of what items to check in that area. Inspect those items as indicated on the form. Note any discrepancies, being sure to be specific as to what and where. Generally observe those items that are part of the component cleaning.

Not all items needing cleaning will be noted in these inspection techniques. There may be items unique to a particular facility. Allowances should be made for these items during the staffing procedure and they should be scheduled for cleaning. Therefore, these items should also be clean. Note these items in the "other" blocks on the inspection form.

AREA CLEANING

TOILET ROOMS:

Water Closets (Toilets): Look for *accumulated* dirt and residue on the outside of the bowl and on the base at floor level. Look under the rim inside the bowl for stains that indicate inadequate cleaning. The bright work (chrome parts) should be clean.

Lavatories (Sinks): Look for *accumulated* dirt and soap scum on and around the faucets, on the interior and exterior (including the bottom side) of the sink.

Multiple Wash Sinks: Look for *accumulated* dirt and soap scum both inside and outside the bowl. The drain should be free of built-up deposits. The base of the sink should be free of deposits that indicate incorrect mopping techniques.

Urinals: Urinals should be inspected the same way as water closets.

Showers: Look for *accumulated* dirt and soap scum on the walls and floor of the shower stall. The drain should be free of built-up deposits.

Partitions: The partitions should indicate they were recently wiped off and graffiti removed to the maximum extent possible with normal cleaning. This is especially important because one graffiti is present, it tends to invite more graffiti. Doors to the stalls should be clean. Be sure to look at the back side of the door.

Mirrors: The glass should be clean.

Floors: Floors must be wet mopped every cleaning and damp mopped as necessary during policing. The floors should indicate this mopping is being done. There should not be accumulated dirt in the corners. The baseboards and floor-mounted fixtures should be free of marks that indicate incorrect mopping techniques.

Walls/Doors: The wainscoting and entrance doors must be damp wiped with each toilet room cleaning. These surfaces should indicate this damp wiping is being done.

General Condition: The overall appearance of the room should be satisfactory. All items in the room should be clean.

LUNCH/SWING ROOMS:

Tables: Look for dried up food deposits and accumulated dirt. Food deposits and gum are germ breeders and must be removed. Tables must be damp wiped with every cleaning. They should indicate this wiping is being done.

Dusting: All horizontal surfaces, including the tops of vending machines, must be dusted with every lunch/swing room cleaning. Therefore, there should not be *accumulated* dust on these surfaces.

Drinking Fountains: The basin should be free of accumulated residue. The drain should be clean. The front and sides should indicate periodic wiping.

Floors: The floor in this area must be damp mopped with every cleaning with spillages being mopped up with every policing. The floor should indicate this mopping is being done.

General Condition: The area should be neat. The general appearance should be one of a healthy environment.

LOCKER ROOM:

Dusting: All horizontal surfaces, including the tops of the lockers, should be dusted with every locker room cleaning. Therefore, there should not be *accumulated* dust on these surfaces.

Floors: The floor in this area must be damp mopped with every cleaning with spillages being mopped up with every policing. The floor should indicate this mopping is being done.

General Conditions: The area should reflect periodic cleaning. Look for other areas where dirt may accumulate such as: window sills, ledges and under the lockers.

WORKROOMS:

Dusting: Cleaning criteria calls for dusting all horizontal surfaces of cases, tables, file cabinets, etc., with every workroom cleaning. However, the tops of cases tend to collect more dust than any other surface in the building. Even so, these horizontal surfaces must not have *large accumulations* of dust.

Floors: Workroom floors should be free of accumulated trash and debris. In VMF workrooms, look for oil and grease deposits that are holding quantities of dust. This is an indication that the floors are not being swept with the required grease absorbent compound.

Walls/Doors: Walls and doors should indicate periodic removal of smudges.

Drinking Fountains: The basin should be free of accumulated residue. The drain should be clean. The front and sides should indicate periodic wiping.

General Condition: The overall appearance of the workroom should reflect a clean and healthful working environment.

SUPPLY/STORAGE ROOMS:

Dusting: All horizontal surfaces in all storage areas must be dusted (without moving the stock) with every cleaning. Look for accumulated dust on shelving, especially on top.

Floors: Floors must be swept with every cleaning. Look for accumulated dust and dirt in corners and behind supplies stacked on the floor.

OFFICE SPACE:

Dusting: Do not judge dusting by looking at desk tops. In many facilities the custodian is limited in dusting the tops of desks by local policy and by the general clutter that is normally found on desks. Do look at the sides of the desks and in the chair well. These are good indicators of how well dusting is being done. Also look at the sides and tops of file cabinets, book cases and other equipment. None of these areas should have *accumulated* dust.

Ash Trays: Ash trays must be damp wiped with every office cleaning. Look for heavy ash deposits. There should not be heavy accumulations of cigarette tar in the notches for resting cigarettes. (DO NOT DUMP ASH TRAYS INTO TRASH CANS.)

Trash Cans: Trash cans must be damp wiped with every cleaning. Look for accumulated deposits. Check the bottom of the can for sticking trash. Sticking trash indicates an unclean can and a breeding place for germs.

Floors: Look for accumulations of dust and dirt in difficult-to-reach areas. These difficult-to-reach areas are often neglected, especially in carpeted offices.

General Condition: The overall appearance should be pleasing to the eye. Excessive clutter is detrimental to effective cleaning and, when placed on top of book cases and file cabinets, is a safety violation. Look at other areas that may indicate poor cleaning such as smudges and fingerprints on glass surfaces and walls.

ELEVATORS (Freight):

Floors: The floors should be swept with every policing. Look for accumulated dust and dirt.

Walls/Doors: The walls and doors must be dusted every time these elevators are policed. Look for accumulated dust on these surfaces.

ELEVATORS (Passenger):

Floors: The floors must be swept and damp mopped, or vacuumed if carpeted, with every cleaning. Look for accumulated dust and dirt.

Walls/Doors: The walls and doors should indicate periodic damp wiping. Prints and heel marks should be scrubbed off.

General Condition: The passenger elevators, especially public use elevators, should be clean in appearance.

EXTERIOR AREAS:

Policing: Look for accumulated trash, cigarette butts, etc., along fence lines and along any other barrier that makes a natural stopping place for windswept litter.

Sidewalks: Look at the sidewalks for accumulated cigarette butts and trash. These surfaces should indicate they are being periodically swept.

Parking/Maneuvering: Look for accumulated debris at entrances, next to the building, around parking blocks and next to the dock. Truck wells are natural collection spots for wind-swept trash. Look around any outside trash containers for accumulated trash. These areas should indicate they are being periodically swept.

Platforms/Docks: Look in the corners and along the edges of the dock. The dock area should not have accumulated debris such as empty cardboard boxes.

Hedges/Shrubs: Hedges/Shrubs should not have large outcroppings of growth that indicate poor maintenance.

Lawn: The lawn should be neatly trimmed and edged. The appearance of the edge of the lawn is a good indicator of proper lawn care.

SERVICE/BOX LOBBIES:

Desk/Tables: Desks and tables should be dusted with every lobby cleaning. Customer supplies should be neatly arranged.

Cigarette Urns: Cigarette urns must be dampened with every lobby cleaning. Large accumulations of cigarette butts should not be present.

Trash Cans: Trash cans must have a clean polyethylene liner.

Glass Cleaning: The glass in the lobby doors must be cleaned every time the lobby is cleaned. Other lobby glass must be clean. Glass exposed to the weather tends to show dirt before interior glass. If present, the glass covering the bulletin board should be clean.

Walls/Counter Fronts: Smudges must be removed from walls and counter fronts with every lobby cleaning. These surfaces should indicate they are being periodically spot cleaned.

Floors: Floors must be swept with every cleaning. Look for accumulated dust and dirt in the corners and under lobby desks.

Screenline: (The screenline is the customer service counter, post office boxes and all the other structure that separates the customer area in front of the counter from the employee area behind the counter.) The screenline should be free of accumulated dust and dirt.

General Condition: Look at the lobby as the customer would see it. The lobby should give a neat and orderly appearance.

STAIRWAYS:

Steps and Landings: Look for accumulated dust and dirt on the stairs and landings.

Walls/Doors: Smudges must be removed from the walls and stairway doors with every stairway cleaning. These surfaces should indicate they are being periodically spot cleaned.

Railings: On stairs with railings that have a top and bottom rail, check the bottom rail for cleanliness. The top rail is cleaned by normal use.

CORRIDORS:

Floors: The floors should be free of accumulated dust and dirt. Look in the corners and along the baseboards.

Walls: Smudges must be removed from walls with every corridor cleaning. These surfaces should indicate they are being periodically spot cleaned.

General Condition: Cigarette urns should be clean. The area should be generally clean.

SHOP AREAS:

Dusting: Horizontal surfaces of desks, lockers, file cabinets, ledges, etc., should be clean. The custodian is not responsible for cleaning work benches, machinery, tools and other items associated with the work of the shop.

Floors: Floors should be free of accumulated dust and dirt.

General Condition: Unsafe and unhealthy conditions should not be present.

JANITOR'S CLOSETS:

Storage: Supplies and equipment should be stored in an orderly manner.

Sink: The slop sink should be clean inside and outside. The drain should not have accumulated dirt.

Floors: The floor must be damp mopped with every cleaning. The floor should indicate this mopping is being done. Look for accumulations of dirt in the corners and under the sink.

COMPONENT CLEANING

Light Fixtures: The fixture should not have *large* accumulations of dust. Louvers, where present, should be clean. Lamps should be clean.

Venetian Blinds: Blinds should be free of accumulated dust. Tapes should not be broken.

Glass Cleaning: Glass should be clear without buildups of film or haze. Glass exposed to the weather shows dirt before interior glass. Look at the corners of the pane to check for proper cleaning techniques.

Floor Care: Resilient floors should have a visible floor finish on them. (If a floor finish is not present, you are wearing out the floor instead of wearing off the floor finish.) There should not be build up in the corners and along the edges. It is not necessary for the floor to have a high shine. Unhardened concrete floors should be sealed. Carpets should be free of spots from normal traffic. (Some stains are impossible to remove.)

Walls: Wall coverings should show signs of proper maintenance. Marble walls should not have *accumulated* dust. Ceramic walls should indicate periodic cleaning.

Cases: Separations and pigeon holes should be free of accumulated dust. Check separations not used frequently. The sides, back, ledges and support structure should indicate periodic dusting.

Post Office Boxes: The inside of the box should not have accumulated dust. The window glass should be clean.

Pipes and Ducts: Pipes and ducts should not have *accumulated* dust. High access equipment may be necessary to properly check these surfaces.

Decorative Metal: The surface should not have accumulations of tarnish. The finish should be clean.

STAFFING CUSTODIAL MAINTENANCE

The following synopses of several arbitration awards is intended to provide a review of significant arbitral thought and some of the progression of the Union's pursuit of issues pertaining to custodial staffing. While each of these cases has significance (some more than others) to the development of the issues, this collection is not intended, by any means, to be exhaustive on the subject. It should be viewed as illustrative and used in conjunction with other materials previously offered by the Maintenance Craft of the American Postal Workers Union.

A8-NA-0375, Howard Gamser, June 1, 1981

Although the parties did not agree upon a definition of the matter in issue, from the conflicting contentions which they advanced it is apparent that this dispute involves the force and effect of Article XIX of the current agreement. The Union contends that, pursuant to the requirements of this Article, the Employer could not put into effect forms and bulletins, in various districts and regions, which when implemented caused substantial variations from the relevant specifications which are contained in Maintenance Handbook, Series MS-47. . .

Management alleged that the Union was seeking to impose upon the Postal Service certain staffing requirements and staffing levels which it did not achieve through collective bargaining. Management asserted that the Handbook is a guide for supervision in carrying out its custodial functions and responsibilities at a satisfactory level. . .

[pp.1,2]

From this framing of the issue, Arbitrator Gamser began his analysis of the case presented for his consideration and concluded with his determination of the extent to which the Service had bound itself to its own staffing criteria and resultant staffing complements. This case is the seminal case for establishing the Union's essential right to a sense of security in the staffing of the bargaining units represented by the Maintenance Craft.

From the issuance of *the Gamser award* in June 1981, we have pursued enforcement of staffing and assertion of a right to have identified work performed. It is undeniable – especially in light of the trilogy of cases decided now by Arbitrator Shyam Das on MS-47 issues – that ***custodial staffing*** enjoys an extraordinary enforceability.

Gamser described the basic positions of the parties, quoting from a Union letter submitted in the lead up to the arbitration,

"Repeated grievances have pointed out that when it benefits Management, the Handbook is a strict criteria. This is when usage of the Handbook causes the reduction of the custodial hours in an office. When it

benefits the Union, it is only a guideline that does not have to be strictly adhered to. This is usually when usage of the Handbook would indicate the need for increasing the custodial man-hours in an office."

and the Service:

"It is our position that the MS-47 Handbook sets forth guidelines rather than strict criteria where the frequency of cleaning is concerned. . ."
[p.2]

After some discussion of the respective positions of the parties, Arbitrator Gamser began reaching some conclusions:

An examination of these other provisions of the Handbook does reveal that the unit of performance determinants were calculated through the use of industrial engineering principles and practices. . .

It must be apparent that if the USPS were going to design a system which would insure the maintenance of standards of cleanliness and safety in its buildings, and provide such detailed guidance to the field as is contained in the MS-47 Handbook, the question of frequency of performance could not be left open ended. To do so would give no assurance whatsoever that such standards of cleanliness and safety would be met. If officers in charge at each postal facility or the responsible official in each region or district could set frequencies of performance, and lower them at will, a deterioration of cleanliness and safety standards could surely result. There is a Postal Service commitment to the maintenance of a clean and safe working environment. The Handbook criteria, both dealing with unit performance as well as frequencies, provide assurance that this commitment will be kept.
[pp.5,6]

The arbitrator went on to point out that the Service's articulated desire to remain flexible to developments in the industry (custodial work techniques and materials) was to be met through its implementation of the procedures described in Article 19 by which it might change the MS-47 Handbook.

Arbitrator Gamser finally dictated the effect of his determinations upon the Service's obligation to staff. He concluded that the unit performance and frequencies established by the handbook *did not* establish *staffing* requirements, but rather *performance* requirements. In other words, Arbitrator Gamser directed the Service to **perform all work** which its own criteria required for the maintenance of its facilities. He allowed the Service

some latitude in determinations about what employees were to perform the work; the question of employee assignments was not before the arbitrator. However, the implications have become very clear – especially with the development of arbitral thought in the years since Gamser – that appropriate staffing with employees of appropriate occupational groups flows from the performance requirements.

Although Arbitrator Gamser specifically found that the MS-47 then under review did not create staffing mandates, work performance and staffing were (and are) inextricably intertwined. Remember, Arbitrator Gamser's award dealt with an earlier version of the MS-47, **preceding** the 1983 revision to the Handbook. Subsequent to the Gamser award, the Service attempted to make changes to the MS-47 that would *overcome* some of the effects of Gamser. However, the Union challenged the Service's proposed changes under Article 19; and the 1983 MS-47 represents the bilaterally negotiated handbook that was the bargain between the parties to resolve yet another handbook dispute. One of the most crucial features of the negotiated MS-47 of 1983 is the inclusion of paragraph 116.

Once a custodial staffing level is determined using the procedures in this handbook, that staffing level must be maintained. If conditions arise that warrant a change in staffing, the entire staffing procedure must be redone, i.e., new forms must be completed.

It was the parties' negotiation of this term into the MS-47 that firmly established the direct link between work performance and staffing. Enforcement of the meaning and intent of this paragraph occurred in Step 4 settlements and occurred repeatedly in the following years in regional arbitration.

In the course of developing our bargaining and arbitral history over the years between 1983 and 2001, the parties clearly established a mutually agreed upon, mutually understood application of remedy for violations of MS-47 staffing requirements. By the mid-to-late 1990's, many grievances over the Service's failure to maintain staffing were either routinely settled in the grievance procedure or resolved in arbitration on this mutual understanding. In some ways, it may be regarded as one of the most remarkable of remedies the parties have seen fit to apply to contractual violations.

- Violation of custodial staffing obligations creates a monetary liability. The remedy for these violations is the payment of compensation to the bargaining unit employees for hours of work ***that were not performed by anyone.***

While some of the notable regional arbitration awards involve the use of casual labor concurrent with a failure to maintain staffing of career employees, the fundamental principle on which the awards were based was the staffing obligation. The Service determines requisite work when it creates the custodial staffing package and, from the work hours, flows the requisite career staffing. Regardless whether the Service performs the work with improper hiring of casuals or simply neglects the work, the result is the same – monetary liability for the failure to staff.

E7T-2E-C 21741, Carl F. Stoltenberg, May 22, 1990

This case involves the Service's choice to utilize casuals for the performance of custodial work instead of filling the established custodial complement with career employees. The arbitrator does not address the Article 19 argument that the complement established through use of the MS-47 must be maintained, though it was raised. He does, however, clearly give recognition to the weight of the staffing determinations in that full-time career positions had thereby been established. His favorable ruling was predicated upon the existence of those career position vacancies coupled with the Service's persistent use of casuals to perform the work of those positions:

... In the instant case the record reveals that the MS-47 Handbook set a level of fourteen custodians. This was three custodians less than the eleven that was presently employed. The record also reveals that the Postal Service recognized the need for the three additional custodians when it posted those positions ... It is observed as significant that even the bidding process would eventually result in a job vacancy which would conclude with a hiring action at some level. It must follow, that when the Postal Service determined that they would fill those job positions with casual employees, they circumvented the hiring process.
[pp.7,8]

On balance, it must be found that the continued use of casuals for some 180 days in lieu of hiring ***the full time employees necessary to staff***

three posted vacancies in the custodial staff violates Article 7, Section 1.B.1 of the Agreement.
[p.9 – **emphasis added**]

The award was for overtime compensation for the hours of work performed by casual custodial employees beyond a "reasonable" time in which the Service should have posted and filled all vacancies.

E7T-2P-C 24651 / 26177, Carl F. Stoltenberg, December 8, 1990

This is another case in which the Union argued against the use of casual custodial employees to perform the work of vacant full-time custodial positions. Again the case was decided on a violation of Article 7, Section 1 – *casuals in lieu*. Again, though, the arbitrator reached his conclusion on the premise that the Union had a right to see established custodial positions posted and filled by **career** employees. This case also involved a frequent Service argument that it should be forgiven because it was operating under a "hiring freeze". The "hiring freeze" or "complement ceiling" argument has been fairly universally rejected by arbitrators – as this arbitrator states, *"The Postal Service's hiring ceiling lacks contractual authority . . ."*

It must be observed as significant that the **level [of staffing] is not some arbitrary figure** over which Management has no control. Conversely, Management **determines staffing levels** using the Provisions of its MS-47 Handbook. Once it determines that **a specific number of full-time positions are required**, it cannot fill those positions with casual employees as the work under these conditions is not supplemental, but rather, it becomes the use of casual employees in lieu of full or part-time employees.
[pp.9,10 – **emphasis added**]

Again the arbitrator awarded overtime compensation as remedy.

E7T-2U-C 23573, Nicholas H. Zumas, May 11, 1992

Here we have a case in which the Service again had vacant full-time custodial positions within the established staffing complement and again the Service argued for relief from its contractual obligations because of a "complement ceiling". In this case there was no dispute raised by the Union about the use of casuals to perform the work of the

positions in question, and the Union specifically argued two Article 19 issues – nonperformance of custodial work and failure to maintain the complement established through the MS-47 staffing criteria. Arbitrator Zumas quoted from parts 111 and 116 of the MS-47, which require the installation head to be responsible for assuring custodial maintenance is sustained at a satisfactory level and that the staffing level be maintained once determined through MS-47 procedures. Zumas discussed the Gamser award:

Despite his sustaining the grievance, Arbitrator Gamser's reference (and relied upon by the Service) as to not imposing a "manning floor or any manning commitment" is arguably unclear. It is this Arbitrator's view, however, that **once Management makes a staffing level determination, Part 116 of the MS-47 Handbook requires that such staffing level be maintained.** Arbitrator Gamser's award is not inconsistent with this finding. [pp.9,10 – **emphasis added**]

In light of the above, Management is ordered to fill the residual vacancies so as to increase the actual custodial complement and make it **consistent with the authorized complement** required by the MS-47 Staffing Survey **as summarized on Form 4852.** [p.10 – **emphasis added**]

The arbitrator was unable to specify other remedy, remanding consideration of monetary remedy to the parties.

S7T-3S-C 40322, Ernest E. Marlatt, November 13, 1992

In this case, the importance of MS-47, paragraph 116 figured prominently, and the arbitrator gave a thorough discussion of its genesis and importance.

In the present case, the Union has done its homework and has presented the bargaining history of Part 116. Mr. James W. Lingberg, National Representative at Large for the Maintenance Division, testified that this language was added to the MS-47 Handbook two or three years after the Gamser decision as a *quid pro quo* for allowing management greater flexibility in cleaning frequencies, and of course Gamser did not have such language before him when he held that the MS-47 does not impose a manning commitment. . . [pp.16,17]

. . . According to Mr. Lingberg's testimony, **Part 116 was negotiated** between the Postal Service and the APWU **on a give-and-take basis.** . .

In its brief, the Postal Service cites the Gamser decision . . . to support its position, but as I have pointed out above, Part 116 was not in the MS-47 Handbook at the time Gamser wrote that decision . . . Thus, the Union argues persuasively that **the negotiators of Part 116 specifically intended to modify the Gamser interpretation** by contracting for a manning floor or a "full crew" clause.

Furthermore, it should be noted that **the word "staff"** as used in the National Agreement **refers to career employees**. . . Thus, I must reject the position of the Postal Service that casuals doing the work may be counted toward prescribed custodial staffing levels.

A similar conclusion was reached by Arbitrator Kenneth M. McCaffree in W7T-5E-C 25094 (North Bay, CA, 1991) who wrote that **"staffing level pertains only to the regular work force."**
[pp. 18, 19 – **emphasis added**]

. . . It would have made no difference, as I have previously commented, if the work had been done under an unauthorized subcontract or by a machine or a trained gorilla, rather than by casuals. **The essence of the violation** was that the staffing survey made pursuant to the MS-47 Handbook **required the assignment of a certain number of full-time or part-time regular career custodians** . . . Some of these positions were not filled, and the work was assigned to persons who were not career custodial employees. This resulted in a *de factor* reduction of the custodial staffing level without a new survey, which is forbidden by Part 116 of the MS-47.
[p.23 – **emphasis added**]

D90T-1D-C 94020357, Michael E. Zobrak, January 18, 1995

Here again we have a case in which there was no **casual in lieu** issue, just a failure by the Service to staff the custodial complement consistent with the staffing level established through the MS-47 staffing procedure. The Union pursued a two-fold argument that the Service was required not only to maintain the complement consistent with part 116 of MS-47, but also to perform all the work hours defined through the MS-47 procedures and identified on the weekly total appearing on the PS Form 4852. Unlike Arbitrator Zumas, this arbitrator agreed to provide remedy for each type of violation:

. . . A proper staffing package was completed and received by Management on August 10, 1993. Management did not begin the hiring process until some time during October, 1993. The hiring process came to a halt when Management contended that a directive was about to be handed down from Postal Headquarters mandating a twenty (20) percent reduction

in custodial staffing. The Union filed the instant grievance when the hiring came to a halt.

Nothing in the ultimate directive from Postal Headquarters justifies local Management's failure to maintain the authorized staffing level. The November 30, 1993 directive clearly states that once a staffing level is determined, it must be maintained until a new staffing survey is performed. . . Clearly, local Management was ***in violation of the National Agreement by not maintaining the authorized staffing levels.***
[p.10 – ***emphasis added***]

Only the appropriate remedy appears to be in dispute. The Postal Service seeks a nonmonetary remedy. The Union is correct in its observation that a nonmonetary remedy would reward local Management for not following the staffing mandates of the National Agreement. . .

. . . [T]he appropriate remedy in this case is to ***award the difference in the number of hours actually worked*** per week by those employees classified as custodians or group leader of the custodians ***as opposed to the number for which there were staffing mandates***, at the straight time rates.
[p.11 – ***emphasis added***]

(As the complement had, prior to the hearing, been filled to the authorized level, the arbitrator was not called upon to order the filling of positions.) While the Union clearly sought payment at the overtime rate and although the arbitrator found such compensation appropriate in some circumstances, for reasons particular to this case, the arbitrator declined to award overtime compensation for *non-performance* of identified work.

J90T-4J-C 94041806, Edwin H. Benn, July 27, 1996

This case presents several questions. First, which of the two staffing packages offered in this case is valid? Is it the Union's . . . specifying a workload of 68.4 maintenance hours per week? Or, is it the Service's . . . specifying 48.1 maintenance hours per week? Second, was the level of maintenance work performed at Carmel below the amount specified in the staffing package? Third, has the Union shown a violation of the Agreement if maintenance hours per week actually performed were less than the number of hours per week specified in the relevant staffing package? Finally, if a violation of the Agreement has been shown, what remedy is appropriate?
[p.5]

As Arbitrator Benn indicates, this case involved complex issues. It addressed both the

performance requirements and the *staffing level* requirements of the MS-47 (as well as the determination about the legitimacy of two competing staffing packages). This is an important, favorable award in that it provides an in-depth discussion of these issues and analysis of arbitral history on the disputes. Arbitrator Benn quotes from the MS-47 and discusses the implications of Article 19:

Thus far in the analysis in this case the Union has demonstrated that the staffing package provided for 68.4 hours per week for custodial work and that Management at Carmel assigned far below those hours per week for that function. The question now is does that showing lead to the conclusion that Management violated the Agreement? I find it does.

The thrust of the Union's case is that Management violated the MS-47 and, hence the Agreement through Article 19 of the Agreement which incorporates the Service's handbooks and manuals.

The MS-47 states at Section 116:

Once a custodial staffing level is determined using the procedures in this handbook, that staffing level must be maintained.....

By assigning far below the 68.4 requirement in the staffing package, Management at Carmel ***violated Section 116*** of the MS-47. The phrase "*must be maintained*" found in the Section 116 of the MS-47 is an ***unequivocal mandate*** to Management to do just that – maintain the custodial hours at Carmel at 68.4 [emphasis added]. Because Article 19 of the Agreement incorporates the handbooks and manuals into the Agreement, Management's ***failure to assign the 68.4 hours of maintenance duties violated the Agreement*** as well.
[pp.12, 13 – ***emphasis added***]

The arbitrator analyzed the implications of the Gamser award and several regional awards with respect to the arbitral support for the finding of a violation. He also studied the call for remedy beyond an order that the Service comply with its own staffing requirements. In so doing Arbitrator Benn gave a thorough rationale for the award of compensation – at the overtime rate – for the Service's failures to abide by the Agreement.

J90T-1J-C 91030930, Edwin H. Benn, April 8, 1997

This case involves another set of circumstances in which casuals were employed *in lieu* of hiring career custodial employees coupled with the persistent existence of

vacancies in full-time custodial positions. In this case, the Service attempted the argument that it should be forgiven its *hiring in lieu* violation of the Agreement on the contention that an Article 12 authorization to withhold positions permitted the extended use of casuals in vacant positions. The arbitrator dismissed this argument, ruled the Service's failure to properly staff was in violation of the Agreement and awarded overtime compensation for the hours of performance by casuals. This case did not specifically raise the *non-performance* issue. Its greatest implication has to do with upholding the strength of the staffing criteria and of the requirement to maintain that staffing level determined through use of the criteria.

Numerous other regional arbitration awards could be quoted to further explicate the application and enforcement of MS-47 work performance and staffing obligations. Such cases were decided even after the Service promulgated the '2001 revision' to the MS-47, but dealt with custodial staffing issues that had arisen prior to the issuance of the '2001 revision'. Irrespective of the Service's attempt to change the rules, regional arbitrators remained consistent with the well-established principles. It is also true that a great many custodial staffing grievances were resolved in the grievance procedure, short of arbitration, because of the parties' well understood history.

This is not to say there were no genuine, fundamental differences between the parties about the meaning and enforcement of the MS-47. The parties took two significant disputes to national interpretive arbitration before Arbitrator Shyam Das, prior to the presentation of the dispute over the Service's '2001 revision'.

H0C-NA-C 16, Shyam Das, August 19, 2002

This case decided the dispute between the parties as to the extent to which higher level management was entitled to make custodial staffing decisions for local managers. The Union had argued that the selection of appropriate frequencies for each of the required custodial tasks was solely within the authority of the installation head or postmaster of an office. The Service had argued that it was entitled to make such decisions at any level. The dispute focused, in large part, on the imposition of standard frequency lists by Postal Service Area offices that were to be employed by local managers when completing a

custodial staffing survey under the terms of the MS-47 Handbook.

Arbitrator Das explored the history of the development of the MS-47 and noted the strengths and weaknesses in the parties' respective arguments over frequencies, coming to a number of conclusions:

At the same time, it is evident that – at least within the designated frequency ranges – the draftsmen of the MS-47 Handbook considered local management, with its knowledge of local conditions and responsibility for maintaining a clean and healthy working environment, generally to be the appropriate level to determine the required cleaning frequencies.
[p.16]

However, the arbitrator also found that "local level" was not as limited as the Union had argued. He found that consultation between a postmaster and division or district level maintenance managers was not at all inappropriate in the selection of proper frequencies for the performance of custodial tasks – and, thereby, reaching proper staffing determinations.

That type of review, which did not involve use of rigid templates and which took local conditions into account, seems consistent with the MS-47 Handbook as well as corresponding portions of the ASM and MMO-21-91 cited by the Postal Service. It is a more reasonable application of the relevant provisions than the Union's position that the judgment of postmasters / managers as to cleaning frequencies within the specified ranges never can be overridden on review.
[p.21]

This is in marked contrast, however, to what occurred after the 1992 Postal Service organizational restructuring and the promulgation of the November 30, 1993 national memorandum on the "Reduction of Custodial Employees".
[p.22]

Thereafter, Western Area teams were assigned to **redo staffing packages** at P&DCs and maintenance capable associate offices – or to direct local personnel to do so – **using area norms**. These area norms . . . consist of specific frequencies for each cleaning task.
[p.25 – **emphasis added**]

There is **no evidence that revisions of existing staffing packages** in the Western Area carried out under this program in 1994 were **prompted by any changes in local conditions** . . .

These Western Area procedures **represent a marked departure** from the process established in and previously followed in application of the MS-47 Handbook. The **MS-47 Handbook grants local management the authority** to create staffing packages for their facilities, within established ranges, depending on local needs and conditions as perceived at the local level. Those packages are subject to review at higher levels. On occasion, they were changed when inaccurate, based on erroneous considerations or inefficient cleaning methods, or where the reviewing authority, after consultation with local management, concluded under the particular circumstances that they were not justified, even allowing for appropriate exercise of local management judgment.

In contrast, at least in the Western Area, area management – which, under the MS-47 Handbook, should review locally prepared staffing packages – in 1994 **established fixed, uniform area-wide frequency norms** for each cleaning task, and either directly used them to create new staffing packages for local facilities or required that they be used by local management.

Even accepting the Postal Service's claim that the area norms were developed by experienced maintenance managers . . . this procedure for determining staffing levels **clearly is not sanctioned by the 1983 MS-47 Handbook.**

[pp.26-28 – **emphasis added**]

194T-41-C 98116745, Shyam Das, July 12, 2004

The second of the Das trilogy of MS-47 cases is what has commonly been called the 'Line J' case. Here the parties disputed the force and effect of the MS-47 work performance requirements with specific reference to the number of weekly work hours specified on Line J of the PS Form 4852. As noted by Arbitrator Das, this was not a staffing grievance – and its implications are only for fully staffed offices. The issue arose in a fully staffed office, where the Union protested the Service's failure to assure that, in each and every week, actual custodial work hours met the Line J weekly hours.

There are times, even in a fully staffed office, when because of absences or the assignment of custodial employees to other duties, the actual custodial work hours fail to match the Line J hours for a given week. The Union asserted in this grievance that the Service was liable for the performance of that number of hours, irrespective of circumstances. The Arbitrator found that the issue presented for interpretation was a very *narrow* one, because the parties were in agreement on most points.

As framed in the Postal Service's Step 4 answer, the issue is not whether Line J in PS 4852 can be an accurate measure of the hours to be worked each week at a particular facility, but whether Line J hours **constitute an absolute minimum** regardless of all other circumstances.
[p.17 – **emphasis added**]

As in the earlier case, Arbitrator Das gave a somewhat detailed account of the history and development of the MS-47 as background. And he offered explanation and elaboration of the Gamser award.

The **primary purpose** of the MS-47 is to determine the **staffing level** required to fulfill management's responsibilities for maintaining a clean, healthy and safe work environment. This is not a staffing case. . . The Gamser Award, however, determined that the provisions of Article 19 impose upon the Postal Service a duty to abide by the criteria or standards established in the MS-47 for both unit performance as well as frequencies. Although the **Gamser Award** dealt with the 1974 MS-47, the **parties clearly have agreed that it is applicable to the 1983 MS-47** at issue in this case. . . Under the 1983 MS-47, management can select from among a range of frequencies for particular tasks, but **once that selection** is made and incorporated into a PS 4852 it **establishes the required standard unless and until the PS 4852 is replaced**.
[p.18 – **emphasis added**]

Finding chiefly in favor of the Service's position on the use of Line J in defining work performance obligations, the arbitrator stated:

Line J simply is a useful measure of the **weekly average** of the total hours on Line H. That **does not mean** that all of those average hours necessarily have to be worked or even scheduled each and every week to comply with the MS-47. Nonetheless, a **significant deviation from this average** particularly over an extended duration is **likely to reflect a failure** to meet the required standards. . .
[p.19 – **emphasis added**]

A careful reading of this award reflects that the arbitrator allowed the Service some "legitimate basis" on which to schedule or work fewer weekly hours than specified on Line J of the PS Form 4852. The conditions Arbitrator Das described in this context were those circumstances where seasonal work – snow removal and lawn mowing – varied sufficiently to affect the actual weekly performance, and where "unexpected" absences prevented meeting the weekly work hours specified. In the end, the Union now finds that – **in a fully**

staffed office – we will have difficulty arguing that the Service has violated the MS-47 standards solely by virtue of deviating from the Line J weekly work hours. We must be able to identify long duration failure or to specifically identify required work that has been neglected.

However, one other ruling in this award is notable. Arbitrator Das found that the Service's obligation to meet the staffing and work performance standards of the MS-47 were defined by a properly executed PS Form 4852 for a specific office.

In sum, the **Postal Service's obligation** in a properly staffed facility is to **abide by the criteria or standards established in the MS-47** for both unit performance as well as frequencies. **The specific frequencies to be followed at a particular location are those specified on the PS 4852.**
[p.22 – **emphasis added**]

Q98C-4Q-C 02013900, Shyam Das, November 16, 2006

This is the final arbitration award in this MS-47 trilogy. It is hoped that it will finally resolve the very protracted dispute between the parties over the MS-47 standards as we once knew them and the abandonment of all standards envisioned by the Postal Service. The arbitrator's award here has restored the 1983 MS-47 as the governing document on custodial work performance and custodial staffing. Having done so, the further effect must be the restoration of the well-established, mutually understood remedial action necessary for violations of MS-47 standards. Consider these three portions of the arbitrator's ruling:

Cleanliness of postal facilities is **critically important** to the working environment, health and safety of postal employees, as well as to the public. As of 2001, the MS-47 Handbook, in its 1974 and 1983 versions, had been a – if not the – **cornerstone of the Postal Service's regulations governing the performance of custodial services** for over a quarter century. A key component of both the 1974 and 1983 MS-47 is a **determination of the number of workhours required** to regularly maintain a facility at the appropriate level of cleanliness. This is calculated in a systematic fashion using a building inventory, performance standards and designated frequencies.
[p.26 – **emphasis added**]

The 2001 MS-47 may provide some greater flexibility to management and may result in the Union filing fewer grievances with respect to scheduled workhours, but **it removed critical components** of the previously agreed to

structure for **ensuring a satisfactory level of cleanliness is maintained within set parameters** and that custodial jobs are not unduly eliminated. The Postal Service places considerable stress on the required quarterly inspections as a guarantee of cleanliness. But the Gamser Award and the parties' subsequent negotiation of the 1983 MS-47 reflect an historical recognition that inspections by themselves are not sufficient.
[p.32 – **emphasis added**]

Under the circumstances, it is appropriate that the Postal Service be directed to **rescind the 2001 MS-47, to reinstate the 1983 MS-47, and to reinstate or prepare staffing packages as soon as practicable**. As the Postal Service has stressed, building inventories still are in use and the performance standards have not been changed. **Prior staffing documents** based on the **frequencies determined by the appropriate level of management** under the 1983 MS-47 **presumably still exist**, and can be revised under that Handbook where needed.
[p.34 – **emphasis added**]

The end result should be the restoration of what is called the **status quo ante** – the situation as it was prior. That is to say, not only is the 1983 MS-47 again **the cornerstone** of Postal Service regulations governing custodial performance and staffing, but also **violations of the MS-47 must be judged and remedied consistent with the remedial actions** developed by the parties over the pre-'2001 revision' history of our use of the Housekeeping Postal Facilities Handbook, MS-47.

This requires that Union stewards and officers, not already familiar, must become educated about this prior history in order to effectively represent our interests.