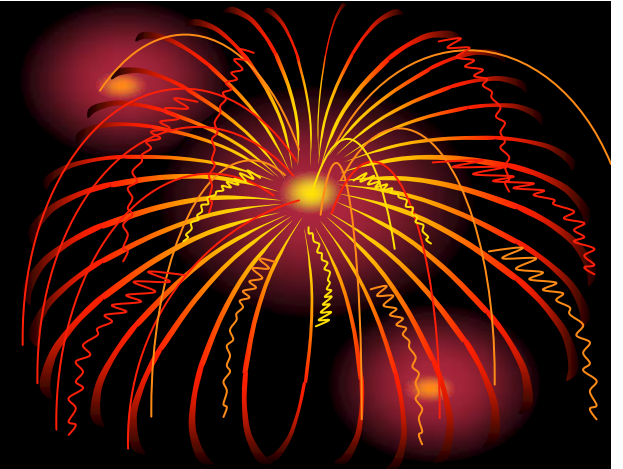




Steven G. Raymer
Director



The APWU HQ Maintenance Team



Gary Kloepper
Assistant Director



Gregory B. See
Assistant Director



Idowu Balogun
Nat'l Rep @ Large

Presents . . .



Custodial Staffing MS-47 Handbook

Maintenance Division

Steve Raymer, Director Gary Kloefer, Assistant Director
Greg See, Asst. Director Idowu Balogun, Nat'l Rep-At-Large



MAINTENANCE CRAFT NATIONAL BUSINESS AGENTS

Southern Region



• **Charlie Robbins**
Maintenance NBA "A"
6951 Pistol Range Road, Suite 106
Tampa, FL 33635
Phone (813) 855-7023
Fax (813) 855-7418



• **Terry Martinez**
Maintenance NBA "B"
800W. Airport Fwy. #1031 Box 6093
Irving, TX 75252
Phone (972) 721-0063
Fax (972) 579-5571

Western Region



• **Charles Sundgaard**
Maintenance NBA "A"
2345 So. Alma School, Ste 201
Mesa, AZ 85210
Phone (480) 777-1880
Fax: (480) 777-1886



• **Shirley Jasper** Maintenance
NBA "B"
150 E. Colorado Blvd., Ste 208
Pasadena, CA 91105
Phone (626) 585-1404
Fax (626) 585-0091

Northeast Region



• **Charlie Wilcox**
Maintenance NBA
2 Electronics Avenue, Suite 38
Danvers, MA 01923
Phone (978) 777-8692
Fax (978) 777-7419



• **William LaSalle**
Maintenance NBA
10 Melrose Avenue, Suite 210
Cherry Hill, NJ 08003
Phone (856) 427-0027
Fax (856) 795-7143

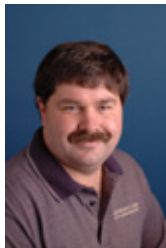
Central Region



• **Don Foley**
Maintenance NBA "B"
1001 E. 101st., Terr., #390
Kansas City, MO 64131
Phone (816) 942-7788
Fax (816) 942-3555



• **Troy Rorman**
Maintenance NBA "C"
8009 - 34th Ave. South, Suite 1540
Bloomington, MN 55425
Phone (952) 854-0093
Fax (952) 854-0268



• **Vance Zimmerman**
Maintenance NBA "A"
7211 N. Main Street, Suite 4
Dayton, OH 45415
Phone (937) 277-2798
Fax (937) 277-4855

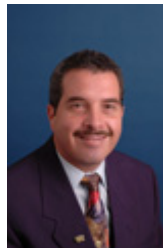
All-Craft NBAs



• **Nilda Chock**
Pacific All Craft NBA
Box 1432 Kailua, HI 96734
Phone (808) 945-0770
Fax (808) 945-2551



• **James Patarini**
Alaska All Craft NBA
P0 Box 210021
Anchorage, AK 99521
Phone (907) 333-6356 work



• **Danny Soto**
Caribbean All Craft NBA
Calle 42 SE 1000
Reperto Metropolitano, Ste 202
Rio Piedras, PR 00921
Phone (787) 758-7985
Fax (787) 250-8376

TABLE OF CONTENTS

Section 1 Notification to the Locals

- a. December 8, 2006 Letter to Locals

Section 2 National Arbitration Decisions

- a. Q98C-4Q-02013900 – MS-47 DAS Award
- b. I94T-4I-C-98116745 – Line J
- c. HOC-NA-C 16 - Frequency Case
- d. A8-NA-375 – Gamser Decision

Section 3 1983 MS-47 Handbook

- a. H1C-NAC-46 – MS-47 Settlement Agreement
- b. October 19, 1982 letter to President Biller notifying the Union that the Postal Service was removing all frequencies of performance and replaced with detailed inspection procedures and a revision of forms.
- c. 1983 MS-47 Handbook
- d. H8T-3P-C 17490 Custodial Staffing is controlled by the provisions of the Gamser award.
- e. H1T-3T-C 28660 Section 240 controls the staffing requirements for full time or a part time regular position.
- f. H7T-3A-C 8445 Once a custodial staffing level is determined it must be maintained and management will not implement frequencies below those in the MS-47.
- g. D94T-1D-C97084381 Postal Service must maintain custodial staffing hours in the absence of a regular custodian. (The Gamser award is controlling.)
- h. B90T-4B-C93015581 Step 4 settlement H7T-3A-C-8445 is applicable when management hires casual employees in lieu of career employees.
- i. Q90T-4Q-C-95004878 USPS withdrawal of its July 26, 1994 MS-47

Section 4 MS-47 Clarifying Documents

- a. Maintenance Bulletin, MMO-7-87. This MMO reduced the number of hours in a man year from 1768 to 1760 as a result of the Union negotiating Martin Luther King Day as a holiday under the provisions of the Collective Bargaining Agreement.
- b. Step 4 Settlement dated July 30, 1991 accepting MMO-30-87 and re-numbering it as MMO-21-91
- c. MMO-129-06 – Pandemic Flu Cleaning Contingency

Section 5 Standard Position Description

- a. Level 2 Custodian
- b. Level 3 Laborer-Custodial
- c. Level 4 Building Maintenance Custodial

- d. **Section 211.11** of Handbook EL-311. This section requires the installation head to forecast the recruitment requirements of the installation to assure that there are qualified persons available for appointment.
- e. **Non MSS Positions.** The procedures outlined in Postal Bulletin 21770 dated August 23, 1990, (a complete revision to Handbook EL-311, Personnel Operations, subchapter 520) must be used to determine eligibility for maintenance craft positions not covered by the procedures in this handbook. These positions are commonly known as Non-Maintenance Selection System Positions.
- f. Test 916, Custodial Examination. This examination took effect September of 2001. The Union has a national level grievance¹

Section 6 Scheduling of Cleaning Service Tasks

- a. Step 4 Settlement, H4T-1J-C-7935, dated March 20, 1986
Employees are not required to deviate from routes on a repetitive, recurring basis.
- b. Step 4 Settlement, H1T-4K-C-21571, dated March 13, 1985. Determining if adequate custodial coverage requires application of the provisions of Section 2 of the Handbook MS-47.
- c. October 31, 1997 letter from Samuel M. Pulcrano to Lingberg requiring the use of PS Form 4776 as required by the MS-47 and MARS programs.
- d. Step 4 Settlement, J90T-4J-C-95062302, dated January 9, 1997.
Requires the use of form PS 4776 until such time as the MS-47 and MS-63 are changed.
- e. PS Form 4776, Preventive-Custodial Maintenance Route.
Section 517 of Handbook MS-63, Maintenance Operations Support.
- f. Standing Work orders. Sections 432, 517.46, and 540 of Handbook MS-63, Maintenance Operations Support.

Section 7 Lawn/Ground Maintenance

- a. Step 4 Settlement, H7T-3D-C-22868, dated June 28, 1993. Establishes the criteria under which lawn/ground maintenance may be subcontracted.
- b. Step 4 Settlement, H87T-4H-C-90015253, dated August 24, 2000.
Apply H7T3D-C-22868 to grievances involving the subcontracting of cleaning services.

¹ APWU Case Number HQT20017

Section 8 Lamping Policy and Procedures

- a. September 12, 2000 letter from J. Gerard Bohan, Manager, Maintenance Policies and Programs. This letter outlines some of the differences between a level 2 and a level 3.
 - i. A level 2 can only replace lamps from the floor level while a level 3 can replace lamps from the floor, ladders, scaffolding and non-powered lift platforms.
 - ii. If the power lift requires a Certificate of Familiarization, then the Level 3 shall receive Level 4 pay.
 - iii. Electrical repairs can not be made by level 2 or level 3

Section 9 Duties for Which Higher Level Pay is Required

- a. Step 4 Settlement dated February 2, 1982 for case H8T-2F-C-6316. Compensation at the Level 7 rate of pay is warranted when custodians perform building equipment maintenance functions (HVAC) that are normally performed by higher level employees.
- b. Step 4 Settlement, H4C-4J-C-11777, dated August 1, 1986, requiring level 5 compensation when a custodian is used to transport mail between stations.
- c. AC-S-15,143 Operating buffers and scrubbing machines as level 3 pay.
- d. APWU 8796 Operation of power driven waxer and other heavy duty industrial equipment is outside a level 2 custodian SPD.
- e. AC-S-10216 Operation of power driven waxer and other heavy duty industrial equipment is outside a level 2 custodian SPD
- f. Step 4 Settlement, I90T-11-C-95076544, dated November 25, 1997. Requires compensation of level 4 when a custodian operates powered equipment. This settlement incorporates the terms and conditions of Step 4 Settlement H1T-5H-C-29378 and Regular Panel Arbitration Award for case D90T-1D-C-95008464.
- g. AC-S-8824 Clearing of clogged mail chutes is level 6.
- h. AC-W-9052 Transporting supplies between stations or shuttling vehicles is level 4 pay.
- i. Step 4 Settlement, H4T-4J-C-28598, dated December 05, 1988. Requires compensation at level 4 rate of pay for operating a mark-lift or any other duties requiring an OF-346.
- j. Step 4 Settlement, H1T-5H-C-7163, dated January 24, 1983; Level 3 custodians must receive higher level pay for operating battery powered riding sweeper.
- k. Step 4 Settlement, AC-S-15036, dated July29, 1977. Custodian shall receive level 4 pay for time spent operating gasoline sweeper provided it required a SF-46.
- l.. Step 4 Decision, AC-N-8256, dated January 18, 1977.
 - i. Custodial employees should not shuttle vehicles
 - ii. Position Description of Custodians does not contemplate custodians will perform the higher level function of driving duties

- m. Step 4 Decision, STN-10, dated May 11, 1972. Level 2 Custodians will receive higher level pay whenever used to operate power driven waxers, buffers and other heavy duty industrial equipment.

Section 10 Part Time Flexibles

- a. September 22, 1982 letter confirms that Part Time Flexibles are not used in the Maintenance Craft.
- b. August 18, 1982 letter identifying the standing Postal Service policy that there shall be no part-time regulars.

Section 11 Part Time Regulars

- a. March 17, 1994 letter regarding part-time regular work schedules. PTR schedules should not be altered on a day-to-day or week to week basis. They normally work within the schedules for which they are hired.

Section 12 VMF, Maintenance Responsibility Guidelines

Postal Service letter dated August 2, 1983 clarifying Vehicle Maintenance and Plant Maintenance responsibilities for Vehicle Maintenance Facilities (VMFs)

Section 13 Miscellaneous Documents

- a. Section 1910.22, General Requirements, from the OSHA Regulations
- b. OSHA Standard Interpretive Letter dated April 3, 1995
- c. OSHA Standard Interpretive Letter dated April 6, 1994 regarding Wet Floors due to weather conditions.
- d. OSHA Standard Interpretive Letter dated February 14, 1997 regarding Aisles and Passageways
- e. OSHA Standard Interpretive Letter dated May 15, 1972 regarding Marking and width requirements for aisles in industrial operations.
- f. OSHA Standard Interpretive Letter dated March 20, 1974 regarding Lesser and lessee responsibilities for posting floor load limits.

Section 14 Requests for Staffing Packages

June 28, 1994 letter to Director Lingberg stating that Article 31 Section 3 governs the Postal Service requirement to produce staffing package. In addition, local management shall release the staffing package once the union makes its request.



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

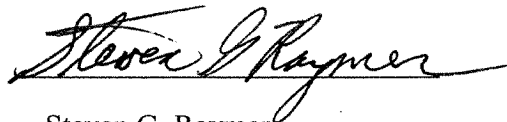
Scheduling Worksheet and PS 4852, Workload Analysis (route sheets, Form 4776, are then developed). As stated above, it is presumed these documents still exist, and in particular the starting point for staffing, the PS 4869, was always in use.

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.

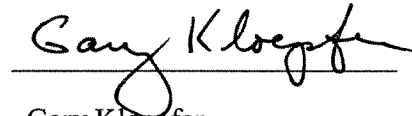
The Arbitrator did not award the Postal Service 'amnesty' for the time it relied upon the 2001 MS-47. Any action the Service undertook in regards to implementation of the 2001 MS-47 was accomplished at its own peril. Only the issue of remedy for the "intervening period" when the now defunct 2001 MS-47 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.



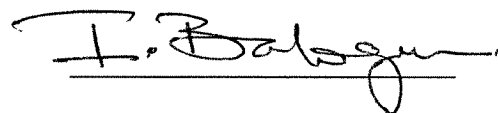
Steven G. Raymer
Director



Gary Kloepper
Assist. Director



Gregory See
Assist. Director



Idowu Balogun
Nat'l Rep. @ Large

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 involuntary 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.

Earl Ray Cox retired from the Postal Service in 2000. He had served as a headquarters postal maintenance specialist. He currently is employed by a consulting firm. Sometime after the 2000 collective bargaining negotiations, and following his retirement, Cox was asked by Gerald Bohan, Manager for Maintenance Policies and Programs, to rewrite the MS-47 Handbook. Bohan, according to Cox, wanted to give the facility manager "the ability to react to different conditions or varying

conditions on a day by day or whatever is necessary basis." Cox testified on direct examination:

He [Bohan] felt that the old MS-47 was very strict whenever you sit down and you try to project into the future exactly how many times you will do something. And Gerry wanted something that gave the facility manager more flexibility to manage the operation based upon the needs.

Q So as I understand it, once that manager made -- filled out the 4839 for the scheduling worksheet, essentially the manager was stuck with that, the calculations that followed thereafter; is that correct?

A He could change it, but to change it, you had to go back through and redo the entire staffing package according to the manual itself. Anything that warranted a change required that the entire package be redone. So there was no ability to react quickly.

Q Okay. So, then, let's hear, in a sentence or two, what is the problem with the old MS-47?

A The strictness of trying to sit down and project into the next 52 weeks what I am going to be doing and 20 percent of those weeks are an anomaly because it doesn't have full 7 days work or 5 days -- 6 days work because of holidays, annual leave, whatever.

Q Well, describe for us what a common anomaly would be that arose under this -- under the old MS-47 then.

A Any small facility that is closed on a holiday, when you sit down and do your

4839, your scheduling worksheet, you put in for basically five or six-day operations. Most of the time it is six. So that you are saying that that office is open six days and you plan for 52 weeks that it is going to be open six days a week for 52 weeks when in reality, when you put in the holidays, it is only open for 42 weeks on Monday because you have your 10 holidays or -- I use Monday. Some of the holidays float, but there is only, you know -- 10 of the 52 weeks there is normally an anomaly there.

Q And what is the problem? How is that a problem?

A You had no way to manage it. To be honest, most of the time when it is not done, it is like the Line-J case we had where the facility was closed on Monday or basically closed on Monday and the argument from the APWU was that we should have done the work anyway.

Cox explained how he went about preparing the new MS-47. He reviewed a marked up copy of the 1983 MS-47 that management had used in discussing some proposed changes with the Union in 1994. (Although those discussions were "good", nothing more was done at that time.) Cox said he also looked to see what private industry was doing. Specifically, he checked out a college website and saw that the college had combined a lot of their various space types in order to more easily manage, that is, budget for, custodial work. In order to determine how much work needs to be done, Cox asked all of the Postal Service areas to send him their existing MS-47 staffing surveys. He received about 500 surveys. Of this total, about 400 were from facilities with a total area of 15,000 sq. ft. or more, where he

could assume they had a custodial employee. The other 100 facilities were small enough that they likely were covered by the parties' Memorandum of Understanding regarding Subcontracting Cleaning Services (Subcontracting MOU), and the work could be contracted out. He disregarded those smaller facilities. The remaining 400 facilities were about 10% of the total postal facilities with 15,000 sq. ft. or more, and Cox considered them to be a representative sample. The purpose of gathering this data was to enable Cox to calculate the midrange of cleaning frequencies in the then current MS-47 staffing surveys.

The new 2001 MS-47 consists of the following five chapters:

- Chapter 1 - Introduction
- Chapter 2 - Determining Workload
- Chapter 3 - Estimating Workhour Budget
- Chapter 4 - Inspections
- Chapter 5 - Performance Standards

As in the prior MS-47, a building inventory (Form 4869) is still completed as before. The performance standards -- minutes per square foot of cleaning, or per fixture or component, etc. -- essentially are the same as before, but they no longer include any frequencies. The prior workload analysis and summary (Form 4852), which was used to calculate the total workload (minutes per year) and the total number of employees needed to perform that workload for staffing purposes, is not part of the 2001 MS-47. In its place is an entirely new procedure which culminates in a Budget Worksheet, which is supposed to be prepared at each facility on an annual basis.

All of the areas included in the building inventory that are to be cleaned on a frequent basis, at least once a week, are grouped into four broad space types -- administrative, common, customer and workspace -- and the total square feet (in 1,000s) for each space type is calculated.¹ Using the 400 staffing surveys he received from the field, Cox calculated area servicing factors to be used to estimate the number of annual workhours for each of the four space types.² These area servicing factors reflect the average number of workhours (per 1000 sq. ft.) for cleaning all of the areas in each space type as shown on the 400 staffing surveys.

Cox also calculated three project factors to cover interior work performed on a less frequent basis. In reviewing the annual workhours (per 1000 sq. ft.) allocated to this project work on the staffing surveys he had collected, Cox determined that the average tended to "move" depending on whether the building size was between 15,000 to 35,000 sq. ft., 35,000 to 100,000 sq. ft. or over 100,000 sq. ft. So he developed three project factors (per 1000 sq. ft.) corresponding to these building size ranges. Finally, he established a uniform exterior factor of 3.52 annual workhours per 1,000 sq.

¹ Toilets now are included in the appropriate space type on the basis of their square footage, not the number of fixtures to be cleaned, as before.

² There are a total of eight area servicing factors: one each for administrative and customer areas and three each for common and workspace areas, depending on whether the facility is a 1-tour, 2-tour or 3-tour facility.

ft. of exterior space. This factor was derived from the parties' agreement in the Subcontracting MOU that taking care of 500,000 sq. ft. of exterior space equals the work year (1760 hours) of one employee.

The Budget Worksheet is prepared by applying the appropriate square footage to the corresponding budget factor to calculate the number of workhours for area cleaning, project and exterior work for that particular facility. These are then totaled. The 2001 MS-47 directs the preparer to compare this total to the facility's anticipated LDC 38 (custodial) workhour usage in the current fiscal year. This comparison, Cox explained, basically "tells you where you are compared to the average". Section 3.1.2.1 of the of the 2001 MS-47 states:

If there is a significant difference between the usage and the average, you should consider the following:

If the usage is less than the average, review any inspection reports, PS Form 4851, if available, to determine if there are any recurring unsatisfactory items.

If there are no recurring unsatisfactory items, determine if any reductions in servicing can be implemented without creating a safety and health hazard.

If reductions can be made, reduce the number of calculated workhours for that space type to generate a new total.

If the usage is greater than the average, review work schedules to determine if tasks are being performed unnecessarily. At a

minimum, the review should include the following:

- (1) Are unoccupied areas of the workroom floor being serviced?
- (2) Is there a mix of policing and cleaning in all areas? Policing tasks are light cleaning tasks whereas cleaning tasks are more deep cleaning tasks.
- (3) Are areas receiving more servicing than necessary?
- (4) Are storage areas being serviced more than necessary?
- (5) Are occupants assisting by disposing of food debris, trash, paper bathroom waste, and cardboard in proper containers? All postal employees are responsible for properly disposing of trash, etc. in designated containers.
- (6) Are the most efficient methods, materials, and equipment being used?
- (7) Are building services personnel aware of their responsibilities and work schedules?
- (8) Is local management providing oversight of the building services maintenance program?
- (9) Has project work been performed as scheduled?
- (10) Are there any unique areas or components that require additional or special servicing?

If reductions can be made, reduce the number of calculated workhours for that space type to generate a new total.

After completing the reviews, enter the current year budget in the Current Fiscal Year LDC 38 Budget space provided; estimate the number of workhours that will be requested for building services maintenance; enter that number in the Number of workhours requested space provided, and forward to the appropriate higher level authority for approval or revision.

(Emphasis added.)

Cox explained that in filling in the number of workhours requested, some managers will put in the average, some will put in less, and some will put in what their budget was last year. More fundamentally, he said, since custodial employees cannot be fired or laid off, a manager has to request the number of workhours needed to cover the number of custodial employees at that facility.³

Section 3.1.3 (Budget Objective) of the 2001 MS-47 states:

The objective is to use the minimum resources necessary to maintain the facility in a clean, safe, and healthful condition that is consistent with the conditions set

³ There was testimony from other Postal Service witnesses that in preparing these Budget Worksheets, their areas also add hours for wash up time, breaks, and training, which were included on the old Form 4852, but are not factored into the Budget Worksheet.

forth in Section 4.2 [Inspection Techniques] of this manual.

Section 3.1.4.3 (Scheduling) states:

In contrast to previous methods of scheduling the building services maintenance tasks, frequencies of service are not predetermined or fixed. Any combination of service (cleaning, policing, or no service) may be used at any time provided that the facility is maintained in a clean, safe, and healthful condition that is consistent with the conditions set forth in Section 4.2 of this manual. For example, cleaning or policing of some areas may be increased during periods of high activity and reduced or eliminated during low activity periods. The deployment of automated mail processing equipment and the reduced manual handling of mail has decreased the amount of litter such as, facing slips, strings, and rubber bands on the floor. As mail volume decreases, or as more mail bypasses an office, or does not require manual handling, servicing frequencies should be adjusted downward. Other factors, e.g., heavy snowfall, shortage of personnel, operational requirements, or the current cleanliness of the facility may require schedule adjustments on a daily basis.

Any combination of full-time and part-time employees may be scheduled to perform the building services maintenance tasks.

The new MS-47 also contains other changes and revisions. Most of these, the Postal Service asserts, involved "simple combination, management, 'wordsmithing', and 'borrowing' of terms and principles carried over from the prior version of

the MS-47." The Postal Service acknowledges there no longer is a provision guaranteeing that once a staffing level is determined it will be maintained, absent a change in circumstances that would necessitate redoing the entire staffing procedure. But the Postal Service asserts that the staffing element remains as part of the budgeting process, in which the total number of annual workhours is determined. Scheduling of custodial personnel is now completed through the automated E-mars system.

The Union points to several key changes in the 2001 MS-47, in addition to the deletion of all cleaning frequencies and the staffing guarantee which were replaced with the budget process. Higher levels of authority are given the power, not just to review, but to approve and revise local management's workhour requests. The Handbook now includes new principles such as: "adopt[] a private sector business perspective"; manage custodial services and employees based on "economic reality and operative needs"; and decide the level and amount of cleaning to be done using "the most cost effective methods". The 2001 MS-47 now states that revisions of a custodial program may arise as a result of "changing economic conditions". Scheduling paperwork is optional, and quarterly inspections now are critical to determining day-to-day custodial needs. Section 1.2.2 states that management must "hold employees accountable for the tasks they are assigned". The Union notes that many custodial employees are disabled veterans, and that the Postal Service has removed the protection included in Section 163 of the 1983 MS-47, which emphasized that the performance standards are not to be used for disciplinary purposes.

The Union also asserts that between January 2, 2002 and December 2, 2004 the total number of bargaining unit custodial employees -- as shown on Postal Service documents listing the maintenance craft count by job titles -- decreased from 18,864 to 17,063. The Union's Maintenance Craft Director testified that he knows that there are many offices which have reverted and eliminated positions, citing the new MS-47 as justification, and he cannot otherwise account for this drop of 1,800 employees. He also noted that these reductions occurred notwithstanding headquarters instructions to the field that:

It was not intended that the revised MS-47 would cause any radical changes in existing custodial workload. Major budget reductions locally based on Area level MS-47 mandates is not acceptable and may very well have a negative impact on the ruling when the revised MS-47 appeal is heard at the national level.

The Postal Service points to other (ORPES) data -- also presented by the Union -- showing that the number of custodial employees decreased from 18,322 in late September/early October 2001 to 18,012 at the end of February 2003. This data, the Postal Service says, shows a much smaller drop (310) in the number of custodial employees. Moreover, the Postal Service presented data and testimony which it asserts establishes that it had subcontracted the work of at least 531 custodial positions during the period from January 2002 to about October 2005 pursuant to the Subcontracting MOU, which the Postal Service has taken greater advantage of since the 2001 MS-

47 highlighted the need to consider its applicability in smaller offices.

UNION POSITION

The Union contends that the revised 2001 MS-47 Handbook violates Article 19 of the National Agreement. In the Union's view, it is a complete nullification of the parties' contractual agreement to the terms of the 1983 MS-47 and undoes the very compromise and consideration that agreement embodied. Changing the MS-47 as the Postal Service has done eliminates the consideration the Union gave in order to agree with the Postal Service on the principles, terms and language of the 1983 MS-47. The Union agreed to a range of cleaning frequencies in the 1983 MS-47 that certainly was less than the absolute standard the 1974 MS-47 required. The parties knowingly predicted that replacing the fixed standard with a range would decrease the amount of cleaning and derivatively the number of custodial employees, but the Union accepted this loss in return for the consideration of a staffing guarantee set forth in Section 116 of the 1983 Handbook. A balance was struck between the parties' competing demands, demands that went to fundamental concerns of job protection and cost effective management.

The revision and implementation of a new MS-47 that eliminates cleaning frequency ranges, eliminates the staffing guarantee, and substantively changes other terms of the MS-47 about which the parties negotiated and agreed, the Union argues, not only is a change to the parties' agreement on the terms of the Handbook itself, but also their concurrent settlement

adopting that agreement as a key and operative term. Without frequency ranges, the Union asserts, the ongoing term of the settlement concerning deviations from the ranges is obviously rendered meaningless. Indeed, the parties' entire history developed since at least 1983 for operating under and understanding the MS-47 is suddenly without import as the result of the Postal Service taking back the bargain it struck without due consideration to the Union. As the author of the 2001 MS-47 readily admitted, there are no cleaning frequencies whatsoever, no staffing guarantees, no scheduling requirements, and no discipline protection, in addition to the other changes to the MS-47.

The Union insists that the Postal Service cannot justify its revisions to the MS-47. Not until arbitration did the Postal Service give a reason for its revisions, and that late-stated reason is, by the Postal Service's own admission, unsupportable. When the parties met about the Postal Service's changes to the MS-47, the Union repeatedly asked for the basic explanation of why the Postal Service was making this revision, but the Postal Service refused to answer. At arbitration, for the first time, the Postal Service claimed it needed more flexibility than the 1983 MS-47 permits, but this claim was inadequate, if not unconvincing.

The Union points out that the 1983 MS-47 described how many employees were needed to staff a year's worth of custodial work, and the Postal Service always had taken the position that nothing in the MS-47, particularly Form 4852, required the Postal Service to perform the work detailed there every week of

the year. In an earlier arbitration case involving that issue, Postal Service witness Cox had testified that the exceptions which he referred to in the present case -- holidays, weather-related closings, local events, etc. -- were to be managed by local maintenance managers work-wise, and were immaterial to staffing issues about which the MS-47 is principally concerned. Case No. I94T-4I-C 98116745 (Das 2004), commonly referred to as the "Line J case". The decision in that case, which was pending arbitration at the time the 2001 MS-47 was drafted, affirmed the flexibility the Postal Service already claimed it had by holding that the average weekly hours total figure on Line J of Form 4852 "is an approximate yardstick against which to measure management's compliance, but does not constitute a rigid obligation which cannot be deviated from."

Moreover, Cox admitted that the 2001 MS-47 still requires managers to project their custodial needs into the future to determine how many workhours they would need annually.

The Union cites the decision in Case No. HOC-NA-C-19007 (Das 2002) for the proposition that if the Postal Service "seeks to change long-standing provisions that on their face afford considerable protection to the bargaining unit it needs at least to provide a convincing explanation of why it determined such a change to be necessary, if it is to satisfy Article 19's requirements that the change be fair, reasonable, and equitable."

The Union further argues that the 2001 MS-47 was poorly developed and poorly designed. It puts form over

substance in that it requires an entire inventory and various budget factor calculations to reach an end that, if local managers want it to be different, can be struck out and replaced with numbers devised from no better guidance than unarticulated speculation, which then can be changed at the whim of "higher level authorities". The Union points out that the method by which the budget factor aspects of the 2001 MS-47 were developed was based on samples that: the Postal Service cannot demonstrate with any level of statistical support are actually representative; were untested; were based on gross lack of relevant research; and lacked any comparison to actual postal conditions. More importantly, the Union stresses, the budget factor component actually is immaterial to the request for workhours. What is material is what was removed -- objective staffing instructions, the prior MS-47's staffing guarantee, the cleaning frequency ranges, written scheduling documents -- and what they were replaced with -- a "private sector business perspective"; managed based only on "economic reality and operative needs"; and using "the most cost effective methods" and "the minimum resources necessary".

Finally the Union argues that the new MS-47 has had a deleterious effect on the size of the bargaining unit. It removes all employment protections at the same time it requires local management to constantly look for additional reductions in cleaning and staffing. Although not required to do so under Article 19, the Union has shown that the revision of MS-47 has resulted in substantial job loss. Regardless of the specific number of bargaining unit positions that were lost, this job

loss is another demonstration that the revised MS-47 violates Article 19.

The Union requests, as a remedy, that the arbitrator direct that the revised MS-47 be rescinded and the 1983 MS-47 be retroactively reinstated in its place, and that the bargaining unit be made whole for any harm from the Postal Service's application of the 2001 MS-47. The Union argues that the retroactive reinstatement of the 1983 MS-47 is the only sensible remedy because the terms of the MS-47 work in tandem and cannot be rationally separated. Nor is it the role of the Arbitrator to rewrite the handbook for the parties from the parts of the MS-47, new and old, that the Arbitrator thinks are less objectionable.

EMPLOYER POSITION

The Postal Service insists that the changes to the MS-47, where they exist, fully satisfy Article 19. The standard of review is whether the changes are "fair, reasonable, and equitable". In addition, the changes must not be inconsistent with the National Agreement. Application of the fairness standard begins with a presumption in favor of management's actions. Article 3, Management's Rights, is the starting point for Article 19 challenges. The Postal Service maintains that it revised the MS-47 to be consistent with the direction of the enterprise: achieving efficiencies in postal operations by assigning the appropriate human resources to the appropriate work areas to be serviced. Therefore, the revisions directly result from the Postal Service's exercise of its most basic

management rights under Article 3. Deference should be accorded to management's operational judgment about how the work should be performed, and the Union should be required to make an especially compelling case for unfairness or inequity before management's operational judgment is overturned.

The Postal Service maintains that during the discussion periods prior to issuance of the 2001 MS-47, management fully complied with its procedural obligations as set forth in Article 19 of the National Agreement in effect at the time.

The Postal Service asserts that at the arbitration hearing the Union identified two ways in which it claims the changes made to the MS-47 are not fair, reasonable, and equitable: the elimination of cleaning frequencies; and the reduction of bargaining unit custodial employees, which the Union alleges occurred as a direct result of the changes made to the MS-47.

The Postal Service argues that the Union's contentions that the elimination of cleaning frequencies is not fair, reasonable, and equitable and/or is in violation of the National Agreement are without merit. The Union claims that the revisions violate the National Agreement by "undoing" the 1983 Settlement Agreement regarding cleaning frequencies. The Postal Service maintains, however, that there is no legal basis to demand that an employer be bound forever from asserting its management rights because of a prior agreement to maintain the status quo ante. See: American Postal Workers Union, AFL-CIO

v. USPS, 99 LRRM 3465 (E.D.N.Y. 1978). In addition, there is no contractual basis for the Union's assertion. The Settlement Agreement by its terms provides that in 1983 the MS-47 would contain certain provisions concerning a range of cleaning frequencies. There is no question that was complied with. The Settlement Agreement does not provide that the 1983 MS-47 Handbook provisions shall never change, nor would it be reasonable to presume that the Settlement Agreement somehow implicitly waived management's future rights to make changes under Article 19 when such changes could be supported as fair, reasonable, and equitable. Moreover, the Postal Service insists, there is no arbitral support for precluding the Postal Service from revising its handbooks, in compliance with Article 19, because of a prior settlement on what its handbooks would contain at an earlier time. In the 1981 Gamser Award, in which the arbitrator found that the Postal Service was required to maintain the fixed frequencies in the 1974 MS-47 that it had imposed upon itself, he also found that the Postal Service could amend the Handbook, subject to the requirements of Article 19.

The Postal Service further contends that, contrary to the Union's assertions that a staffing level is required to be maintained, Arbitrator Gamser made it clear he was not imposing "a manning floor or any manning commitment upon the Service in carrying out its maintenance responsibilities." Arbitrator Gamser's focus was not on staffing levels, but on the "the number of man hours which will be required to perform the tasks at hand." The bottom line in the new 2001 MS-47 is the total number of workhours needed annually to clean the facility. This total is the same as the calculation on Line H of Form 4852 of

the old MS-47. The only difference between the old MS-47 and the new MS-47 on this point is that the total of annual workhours is not divided to determine the staffing level of full-time equivalent postal custodians. However, these workhours, although not expressly, are at least impliedly divided by local managers to determine the number of full-time equivalents, particularly in light of the no-layoff protection afforded many of these custodians. As Postal Service witness Cox testified, a local manager is unlikely to request an annual number of workhours that is less than the equivalent of 1760 for each custodian on staff. As such, the Postal Service asserts, the staffing levels remain constant.

The Postal Service also cites the finding in the Line J case that "Line H is what is critical". The Postal Service states that the critical importance of the total annual workhours is carried over from the old MS-47 to the new MS-47. In light of the arbitral precedent and the critical importance granted solely to the total workhours (and not staffing levels) there does not appear to be any obstacle to elimination of the requirement of dividing the total number of workhours to determine staffing levels.

The Postal Service further stresses that the range of cleaning frequencies was not eliminated. Rather, applying information from the old MS-47, the author of the new MS-47 simply developed a midrange of cleaning frequencies which is now incorporated into the budget factors utilized in filling out the Budget Worksheet.

To the extent the Union has indicated minor objections to other changes in the text of the MS-47, the Postal Service claims the overwhelming majority of those changes clearly demonstrate a rewording of principles carried over or simply updated from the old MS-47. The basic tenets and principles of the old MS-47 have been carried over, including: the maintenance of a clean, safe (and now healthful) condition; the calculation of the number of workhours each year; the concept of cleaning versus policing and the local manager's determination of when to clean and when to police; the assessment of the size of the facility in determining cleaning needs; the procedure for measuring the physical space; the reliance upon quarterly inspections, now to a greater degree, to monitor cleanliness; the importance of local conditions, including the number of employees in the facility; and the exact same performance time standards allotted for cleaning and policing areas. Any other changes that are more than de minimis and directly relate to wages, hours and working conditions, the Postal Service claims, are fair, equitable, and reasonable.

The Postal Service disputes the Union's allegation that the bargaining unit was reduced by 1,800 custodians, approximately 10% of the total custodial work force, as a result of the new MS-47. Initially, the Postal Service argues, the Union's own exhibits suggest that the bargaining unit was reduced only by 310 positions. Moreover, the Postal Service presented evidence that demonstrates that at least 531 custodial positions have been contracted out since publication of the new MS-47.

Finally, the Postal Service requests that if the Arbitrator finds a contract violation, the parties should be afforded the opportunity to meet and discuss an appropriate response. The determination of remedy by the Arbitrator, if any, should await the conclusion of the parties' discussions and further briefing.

FINDINGS

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.

The 1974 MS-47 imposed a uniform set of minimum frequencies for performance of various area and component cleaning tasks. Although it did not contain a staffing guarantee, as such, it was a staffing document in that it established the number of custodial workhours required to perform the mandated cleaning tasks. In the Gamser Award, the arbitrator stressed that he was not imposing "a manning floor or any manning commitment upon the Service," but he clearly also held that the workhours required under the 1974 MS-47 had to be

performed. The Postal Service could not unilaterally determine to depart from the standards in the MS-47, in particular, the minimum frequencies.

Not too long after issuance of the 1981 Gamser Award, the Postal Service tried a different tack to obtain greater flexibility. It prepared a revision of the MS-47 which eliminated any set frequencies, leaving that to be determined at each facility. The Union strongly objected to the proposed elimination of cleaning frequencies when it received notice of the proposed changes under Article 19. Following discussions, the parties were able to reach a compromise, and the 1983 MS-47 was implemented pursuant to the parties' 1983 Settlement Agreement. This compromise gave the Postal Service flexibility to vary frequencies based on the individual circumstances at each facility, and to modify frequencies based on experience or changed conditions, but only within a nationally agreed-to range of frequencies for each task. Frequencies were to be determined -- within the established ranges -- by local management, subject to review by higher levels of authority. See Case No. HOC-NA-C 16 (Das 2002). Another key part of the parties' compromise was that a custodial staffing level would be determined for each facility based on the total annual workhours, as reflected on Form 4852. Any combination of full-time and part-time employees could be scheduled to perform that custodial work, but Section 116 of the 1983 MS-47 provided that:

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.

As the Union notes, the parties in entering into the 1983 Settlement Agreement knew that the MS-47 revisions they had agreed to would result in a reduction in the custodial workforce, because the previously mandated uniform frequencies were the top of the agreed-to frequency ranges. The 1983 Settlement Agreement provided incumbent custodial employees with certain protections, but there was no question that over time the changes in the 1983 MS-47 would result in a reduction in the custodial workforce.

Following implementation of the 1983 MS-47 there were occasional disputes and grievances. In particular, a number of grievances evidently were filed at the local level in which the Union claimed the Postal Service was required each and every week to schedule the number of hours shown on Line J of Form 4852 -- which was the total annual workhours for the facility shown on Line H divided by 52. As the Union points out, however, the Postal Service never agreed that it was obliged to schedule that number of hours each and every week, regardless of circumstances. In a National arbitration decision in the Line J case -- which had been appealed to arbitration before the 2001 MS-47 was drafted, but was not heard or decided until after the 2001 MS-47 was implemented -- this arbitrator found that:

The average weekly hours total shown on Line J of PS 4852 is an approximate yardstick against which to measure management's compliance, but does not constitute a rigid

obligation which cannot be deviated from. As noted above there are a variety of circumstances in which management may schedule and/or work fewer hours than the Line J average in a particular week without violating its obligation to conform to MS-47 standards consistent with the Gamser Award.

Part of the Postal Service's argument in the Line J case was that there were holiday and other weeks when the facility -- or parts of the facility -- were closed due to holidays, etc., and that this justified departure from Line J in certain weeks.

What is striking in the present case is the lack of empirical evidence showing that continued application of the 1983 MS-47 was causing cleaning to be done unnecessarily, or that staffing pursuant to the 1983 MS-47 was leading to custodial employees twiddling their thumbs, so to speak, or that local management was unable to appropriately respond to changed conditions or was having significant difficulty scheduling custodial employees because of constraints imposed by the 1983 MS-47. The Postal Service has not even alleged this was the case, beyond the limited testimony of its witness Ray Cox.

At arbitration, Cox, a former postal maintenance specialist now serving as an outside consultant, stated that upper level management instructed him in 2001 to revise the MS-47 Handbook to provide more day-to-day flexibility to local managers. The Postal Service has not convincingly shown, however, that it had insufficient flexibility under the 1983 MS-47 to deal with the types of situations Cox referred to, such as weeks when a holiday or other local event resulted in the

facility -- or parts of it -- being used less frequently than in other weeks, or those weeks when there were fewer custodial employees at work than usual. But even if Form 4852 of the 1983 MS-47 did not sufficiently take into account that there are a number of weeks each year when area cleaning needs are reduced, due, e.g., to holidays, an appropriate change could have been made to the 1983 MS-47, including Form 4852, to take care of that situation, without dismantling key structural components of that Handbook. Moreover, as pointed out in the decision in the Line J case, management has flexibility, under the 1983 MS-47, in how it schedules component work, which allows it to take into account prime vacation weeks or other circumstances that cause a fluctuation in available custodial staff.

Significantly, in developing the 2001 MS-47 the Postal Service retained the existing building inventory (Form 4869) and did not change the performance standards contained in the 1983 MS-47.⁴ There has been no claim by the Postal Service that the frequency ranges established in the 1983 MS-47 were outmoded or needed adjustment. On the contrary, the Postal Service seems to have embraced the overall past application of those frequencies in creating its new budget factors. The key difference is that the Postal Service eliminated the use of frequencies as part of the basis for determining how often certain cleaning had to be performed at a facility, and substituted "average" factors to be used for budget purposes. The Postal Service apparently decided

⁴ While Cox combined areas on the Form 4869 into a limited number of space types -- a budgeting approach to custodial work he had seen on a college website -- it is not clear how this enhanced workplace efficiency or even managerial flexibility.

that it needed to retain some semblance of the prior frequency ranges in establishing the new budget factors, yet the computation it came up with basically serves only as a yardstick to measure how a particular facility is doing (per 1000 sq. ft.) compared to the pre-2001 average.⁵

In any event, there appears to be only a tenuous connection between the Budget Worksheet calculations and how custodial work is to be performed. There no longer are requirements with respect to the work to be scheduled or staffing. Local management, after performing the budget calculations, is not required to use them to determine the number of workhours to request.⁶ The only constraints are that management cannot lay off custodial staff and, as was true under the 1983 MS-47, is required to perform quarterly inspections to ensure an adequate level of cleanliness. Higher level

⁵ This assumes that the 400 facilities that responded to Cox's request for staffing surveys -- about 10% of total facilities over 15,000 sq. ft. -- truly were a representative sample, which is difficult to determine on the present record.

⁶ As Cox testified, a manager has to request at least the number of workhours needed to cover the number of custodial employees at that facility. An area maintenance management specialist testified that in his area they calculate the average, using the budget factors, but then add additional time for training, breaks and wash-up (as was previously done on Form 4852). If a facility wants to request "a deviation" due to local conditions they note that on their worksheet. This witness and another area manager testified that facilities in their areas do not complete the Budget Worksheets annually, as the 2001 MS-47 provides for, but only where there is a change in the physical inventory or a custodial position is vacated.

authorities also have been given considerably broader authority to substitute their own determination of the number of workhours to be budgeted for.⁷

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.⁸

Use of the new Budget Worksheet also is likely to put pressure on those facilities -- theoretically about one-half the total number -- whose actual custodial workhours exceed the average to reduce their hours, at least over time, so as not to deviate from the total calculated using the fixed budget factors. In this way, what was an average before 2001, might become a sort of ceiling, which all facilities should strive not

⁷ Cox indicated this was not really a change, because higher level authorities de facto had exercised equivalent authority despite the language of the 1983 MS-47. (See: Case No. HOC-NA-C 16.)

⁸ If, as was stated by Cox, inspections previously were often not performed as required by the 1983 MS-47, that would not appear to be a good reason to change the Handbook to put greater reliance on inspections.

to exceed, with reduced consideration for variations in local conditions.

As the Union stresses, the 1983 MS-47 was the result of negotiation and compromise, reflected in the 1983 Settlement Agreement. The latter does not provide that the Postal Service can never change the 1983 MS-47, or that it can only do so with Union approval. The Postal Service did not give up its right to make changes that are fair, reasonable, and equitable. But, the fact that the structure of the 1983 MS-47 was a negotiated compromise is important in applying Article 19, particularly as it seems unlikely, in light of the findings in the Gamser Award, that the Postal Service would have been successful in convincing an arbitrator that elimination of mandated frequencies -- which is what it proposed in 1982 -- was fair, reasonable, and equitable. Also, as I stated in Case No. HOC-NA-C 19007:

The Postal Service is entitled to change its policies, subject to its contractual obligations. But if it seeks to change long-standing provisions that on their face afford considerable protection to the bargaining unit, it needs at least to provide a convincing explanation of why it determined such a change to be necessary, if it is to satisfy Article 19's requirement that the change be fair, reasonable, and equitable.

Improving efficiency and application of sound custodial management techniques, including a number of the factors spelled out in certain portions of the 2001 MS-47, do not appear to be inconsistent with the basic structure of the

1983 MS-47. It also is not clear to me that use of E-mars to schedule custodial work is not compatible with the 1983 MS-47. But if any changes need to be made to accomplish that, or to better enable management to take into account variations that occur in holiday or other weeks, that can be accomplished under Article 19, without throwing out the baby with the bath water.

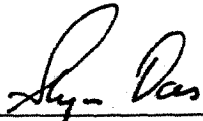
For all of these reasons, I am not able to conclude that the 2001 MS-47 is fair, reasonable, and equitable, for purposes of Article 19. This is not a matter of a few portions of the revised MS-47 not meeting that standard, but is based on the major changes made to key parts of the basic structure of the Handbook.

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. Whether any remedy is appropriate for the intervening period since implementation of the 2001 MS-47, and, if so, what it should be, is a matter remanded to the parties for further discussion. The arbitrator retains jurisdiction over that aspect of the remedy. In addition, it appears that the Union does not have any significant objection to a number of the more minor changes that were designed to streamline or update the 1983 Handbook, without

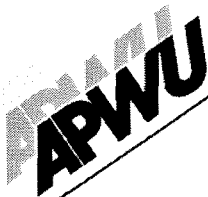
imposing substantive change, and the parties should address incorporation of those changes.

AWARD

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.



Shyam Das, Arbitrator



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

To: Local and State Presidents
National Business Agents
Regional Coordinators
National Advocates
Resident Officers

From: Greg Bell, Director *B*
Industrial Relations

Date: November 27, 2006

Re: MS-47 Handbook Challenge

Enclosed you will find a copy of a recent national-level arbitration award that sustained the APWU's grievance challenging a 2001 revision of the MS-47 Handbook. Arbitrator Das ordered the Postal Service to rescind the 2001 MS-47 Handbook, reinstate the 1983 MS-47 Handbook, and reinstate or prepare staffing packages as soon as practicable. He remanded the issue of an appropriate remedy for the period since implementation of the 2001 MS-47 to the parties for further discussion, while retaining jurisdiction over that aspect of the remedy in this case. In addition, the arbitrator concluded, "it appears that the Union does not have any significant objection to a number of the more minor changes that were designed to streamline or update the 1983 Handbook, without imposing substantive change, and the parties should address incorporation of those changes." (USPS #Q98C-4Q-C 02013900; 11/16/2006)

This case arose after the union filed a challenge to the Postal Service's revised MS-47 Handbook with an effective date of December 31, 2001. The prior MS-47 Handbook became effective in 1983, and replaced the initial MS-47 that was issued in 1974. Both of the previous handbooks contained the statement that the Handbook "concerns itself principally with staffing and scheduling" related to custodial maintenance. Each of these handbooks provided a three-step procedure in which a building inventory is taken, frequency of performance is determined, and staffing requirements are developed. The 1974 MS-47 contained fixed frequencies for how often areas of postal facilities were to be cleaned. In 1981, Arbitrator Gamser rejected the Postal Service's contention that the 1974 MS-47 was only a guide, and concluded that Article 19 requires that the Service "abide by the criteria or standards established in the MS-47 Handbook for both unit performance as well as frequencies." In 1982, after the Postal Service proposed revisions to the MS-47 Handbook that eliminated all frequencies of performance, the union opposed these proposals and the parties reached a compromise that provided for a range of frequencies with the top frequency being that mandated in the 1974 MS-47.

In 2001, management revised the MS-47 Handbook so that it no longer contained frequencies and instead provided for a new procedure that would result in a Budget Worksheet. This worksheet is prepared by applying appropriate square footage of a facility to a corresponding budget factor to calculate the number of work hours for area cleaning, and for project and exterior work at a facility. The budget factor had been arrived at in 2001 when management took the midrange of cleaning frequencies for 400 existing staffing surveys and used that to calculate area servicing factors. These factors reflect the average number of work hours (per 1000 square feet) for cleaning all the areas in a space type as shown on the 400 staffing surveys. In addition, project factors covered interior work performed on a less frequent basis, including three project factors corresponding to different building size ranges. A uniform exterior factor was arrived at of 3.52 annual work hours per 1000 square feet of exterior space. The 2001 MS-47 directs the preparer to compare the figure arrived at for a facility with the custodial work hours for the current fiscal year, and allows for reductions to be made in work hours based on such a comparison. Evidence presented by the union showed that between January 2, 2002 and December 2, 2004 the total number of bargaining unit custodial employees decreased from 18,864 to 17,063.

The union argued that the revised 2001 MS-47 Handbook violated Article 19 of the National Agreement. We asserted that the new handbook eliminated cleaning frequency ranges, staffing guarantees, and changed other terms of the MS-47 upon which the parties agreed in the settlement following 1982 revisions to the handbook. The union contended the revised handbook is a complete nullification of the parties' agreement to terms of the 1983 MS-47 and the compromise and consideration that such an agreement contained. We further argued that the Postal Service did not justify its revisions to the MS-47 except to claim for the first time at arbitration that it needed more flexibility than the 1983 MS-47 permits. The union also cited Arbitrator Das's reasoning in case no. HOC-NA-C 19007 that if the Postal Service "seeks to change long-standing provisions that on their face afford considerable protection to the bargaining unit it needs at least to provide a convincing explanation of why it determined such a change to be necessary, if it is to satisfy Article 19's requirements that the change be fair, reasonable, and equitable." We maintained that in a prior award in case no. I94T-4I-C 98116745, Das indicated that the average weekly hours total figure on Line J of Form 4852 "is an approximate yardstick against which to measure management's compliance, but does not constitute a rigid obligation which cannot be deviated from." Also, the union asserted that the 2001 MS-47 was poorly designed since the sample used to develop the budget factor was not shown to be based upon facilities that are representative of all facilities. Moreover, according to the union, the budget factor is not relevant to the actual request for work hours, and the revised MS-47 removes objective staffing instructions. Finally, we contended that the new MS-47 Handbook has had adverse affects on the bargaining unit since it has resulted in substantial job loss. We requested that the revised MS-47 Handbook be rescinded, and the 1983 MS-47 be reinstated, and bargaining unit members be made whole for any harm caused by the Postal Service's application of the 2001 MS-47.

The Postal Service countered that the changes to the MS-47 Handbook are fair, reasonable and equitable and are not inconsistent with the National Agreement. It maintained that a presumption that management's actions were fair is appropriate given management rights under Article 3 to achieve efficient operations, and therefore, the union should be required to make a compelling case for unfairness or inequity before management's operational judgment is overturned. Moreover, management contended that the union's contentions that elimination of cleaning frequencies are not fair, reasonable and equitable lack merit. The prior settlement agreement that the parties entered into does not require that the 1983 MS-47 Handbook provisions shall never change and it is not reasonable to assume that such an agreement waived management's right to make changes under Article 19, according to the Postal Service. In addition, it contended that the only difference between the old MS-47 Handbook and the new one regarding work hours is that the total number of annual work hours is not divided in the new handbook to determine the staffing level of full-time postal custodians. Management maintained that such a calculation is not necessary since Arbitrator Gamser clearly said that he was not imposing a "manning floor or any manning commitment upon the Service in carrying out its maintenance responsibilities." It also argued that the range of frequencies was not eliminated in the new handbook since the author of the new MS-47 used a midrange of cleaning frequencies in budget factors to be used in filling out the Budget Worksheet. In addition, management contended that the principles of the old MS-47 were carried forward into the new MS-47 including maintaining safe and healthful conditions, calculation of the number of work hours per year, reliance upon quarterly inspections to monitor cleanliness, and the same performance time standards for cleaning and policing areas. Finally, the Postal Service disputed the union's allegation that the bargaining unit was reduced by 1800 custodians as a result of the change, since at least 531 custodial positions were contracted out in accordance with an MOU on subcontracting cleaning work. It requested that if a contract violation is found that the remedy be remanded to the parties for further discussion.

Arbitrator Das found that though the 2001 MS-47 "may provide some greater flexibility to management and may result in the Union filing fewer grievances with respect to scheduled work hours, ... 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." He also reasoned that there was a "lack of empirical evidence showing that continued application of the 1983 MS-47 was causing cleaning to be done unnecessarily, or that staffing pursuant to the 1983 MS-47 was leading to custodial employees twiddling their thumbs, ... or that local management was unable to appropriately respond to changed conditions or was having significant difficulty scheduling custodial employees because of constraints imposed by the 1983 MS-47." He stressed that the "Postal Service has not convincingly shown ... that it had insufficient flexibility under the 1983 MS-47 to deal with ... weeks when a holiday or other local event resulted in the facility – or parts of it – being used less frequently than in other weeks, or those weeks when there were fewer custodial employees at work than usual." Furthermore, he observed that the Postal Service never claimed that "frequency ranges established in the 1983 MS-47 were outmoded or needed adjustment" when it eliminated the use of frequencies and instead substituted average factors to be used in budgeting. Use of the Budget Worksheet has the effect of "put[ting] pressure on those facilities – theoretically about one-half

the total number – whose actual custodial work hours exceed the average to reduce their hours, at least over time, so as not to deviate from the total calculated using the fixed budget hours,” according to Arbitrator Das. “In this way,” Das continued, “what was an average before 2001, might become a sort of ceiling, which all facilities should strive not to exceed, with reduced consideration for variations in local conditions.”

Arbitrator Das found that although the 1983 MS-47 was the result of negotiation and compromise, it did not provide that the Postal Service could never make changes that are fair, reasonable, and equitable. But, he also concluded, “the fact that the structure of the 1983 MS-47 was a negotiated compromise is important in applying Article 19, particularly as it seems unlikely, in light of the findings in the Gamser Award, that the Postal Service would have been successful in convincing an arbitrator that elimination of mandated frequencies – which is what it proposed in 1982 – was fair, reasonable, and equitable.” Citing a prior decision, the arbitrator then indicated that while the Postal Service may make changes to the MS-47 “it needs at least to provide a convincing explanation of why it determined such a change to be necessary, if it is to satisfy Article 19’s requirement that the change be fair, reasonable, and equitable.” In this case, he said he was unable to conclude that the 2001 MS-47 is fair, reasonable and equitable. He stressed that “[t]his is not a matter of a few portions of the revised MS-47 not meeting that standard, but is based on the major changes made to key parts of the basic structure of the Handbook.”

National Arbitration Panel

In the Matter of Arbitration)	
)	
)	
between)	
)	
United States Postal Service	)	Case No.
	)	Q98C-4Q-C 02013900
and)	
)	
American Postal Workers Union)	

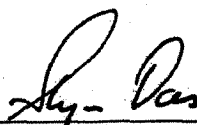
Before: Shyam Das

Appearances:

For the Postal Service:	Patrick M. Devine, Esq. Marisi Ridi, Esq.
For the APWU:	Melinda K. Holmes, Esq.
Place of Hearing:	Washington, D.C.
Dates of Hearing:	February 17-18, 2005 July 11-12, 2005 November 2-3, 2005
Date of Award:	November 16, 2006
Relevant Contract Provision:	Article 19, and Handbook MS-47
Contract Year:	1998-2000
Type of Grievance:	Contract Interpretation

Award Summary

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.



Shyam Das, Arbitrator

This case arises under Article 19 of the 1998-2000 National Agreement, which provides in relevant part:

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. Proposed changes will be furnished to the Union by hard copy or, if available, by electronic file. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believes the proposed changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within sixty (60) days after receipt of the notice of proposed change. Within fifteen (15) days after the issue has been submitted to arbitration, each party shall provide the other with a statement in writing of its understanding of the precise issues involved, and the facts giving rise to such issues. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement,

shall be furnished to the Union upon issuance.

On August 9, 2001 the Postal Service informed the Union that it was revising Handbook MS-47, Housekeeping Postal Facilities, and provided the Union with a draft copy of the revised MS-47. The parties met on September 28 and October 11, 2001, to discuss the proposed changes. The parties have significantly different views as to the tenor and content of the discussions that took place. Suffice it to say the meetings did not result in consensus on whether the changes met the criteria in Article 19. The Postal Service subsequently published the new MS-47 (2001 MS-47) with an effective date of December 31, 2001. In the meantime, the Union submitted its challenge to the revised MS-47 to arbitration on October 15, 2001.

The first MS-47 was issued in 1974. It was replaced in 1983. The 1983 MS-47 remained in effect until it was replaced by the 2001 MS-47 at issue in this case. Both the 1974 MS-47 and the 1983 MS-47 stated that the Handbook "concerns itself principally with staffing and scheduling" relative to custodial maintenance. In each of those Handbooks staffing entailed a three-step procedure in which a building inventory is taken, frequency of performance is determined and staffing requirements are developed.

The 1974 MS-47 established fixed frequencies for how often particular areas and components of postal facilities are to be cleaned. In a 1981 National Arbitration Award in Case No. A8-NA-0375 (Gamser Award), Arbitrator Howard Gamser rejected the

Postal Service's contention that the 1974 MS-47 was merely a guide and that management had the right "to change forms, formulae, frequencies of cleaning as set forth in the Handbook", provided it maintained a satisfactory level of cleanliness. The opinion in the Gamser Award states:

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 the officer 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.

* * *

By requiring that the Postal Service adhere to the standards or criteria for unit performance as well as frequencies contained in the MS-47 Handbook, this Arbitrator is not imposing a manning floor or any manning commitment upon the Service in carrying out its maintenance responsibilities. The Service is required to instruct its facilities to employ these unit performance criteria and frequency standards in

determining the number of man hours which will be required to perform the tasks at hand. Whether the man hours thus required are filled by employing overtime or by the reassignment of employees from activities in which they might otherwise have been engaged, not prescribed by standards or criteria in some other handbook, manual or published regulation, is a management decision.

For the reasons outlined above, the Arbitrator is of the opinion and must find that the provisions of Article XIX impose upon the Service a duty to abide by the criteria or standards established in the MS-47 Handbook for both unit performance as well as frequencies. The unilateral determination to depart from those standards, and particularly from the minimum frequencies contained in the Handbook, have resulted in violations of Article XIX. Article XIX incorporates by reference these working conditions into the collective bargaining agreement. Such modifications thus unilaterally imposed by management which have an adverse impact upon the tenure of employment or the workload of the employees affected must be rescinded.

In 1982, the Postal Service proposed revisions to MS-47 which the parties discussed in accordance with Article 19. The proposed revisions eliminated all frequencies of performance, leaving that to be determined by local management. In an Article 19 grievance, the Union vigorously opposed this attempt to promote flexibility by eliminating frequencies, fearing that local management would seek to cut costs, thereby reducing jobs and the level of cleanliness. The parties ultimately reached a compromise which was incorporated into the

1983 MS-47. The parties agreed on a range of frequencies, the top of which was the frequency previously mandated in the 1974 MS-47. At a given facility, local management could select the frequency for particular tasks within the specified range, commensurate with the Postal Service's responsibilities for maintaining a clean, healthy and safe work environment for postal employees and customers. Management could not go below the bottom frequency without first notifying the Union and justifying the deviation. Moreover, Section 116 of the 1983 MS-47 provided:

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.

The parties also entered into a Settlement Agreement on April 20, 1983 (1983 Settlement Agreement), which states as follows:

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. H1C-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 involuntary 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.

Earl Ray Cox retired from the Postal Service in 2000. He had served as a headquarters postal maintenance specialist. He currently is employed by a consulting firm. Sometime after the 2000 collective bargaining negotiations, and following his retirement, Cox was asked by Gerald Bohan, Manager for Maintenance Policies and Programs, to rewrite the MS-47 Handbook. Bohan, according to Cox, wanted to give the facility manager "the ability to react to different conditions or varying

conditions on a day by day or whatever is necessary basis." Cox testified on direct examination:

He [Bohan] felt that the old MS-47 was very strict whenever you sit down and you try to project into the future exactly how many times you will do something. And Gerry wanted something that gave the facility manager more flexibility to manage the operation based upon the needs.

Q So as I understand it, once that manager made -- filled out the 4839 for the scheduling worksheet, essentially the manager was stuck with that, the calculations that followed thereafter; is that correct?

A He could change it, but to change it, you had to go back through and redo the entire staffing package according to the manual itself. Anything that warranted a change required that the entire package be redone. So there was no ability to react quickly.

Q Okay. So, then, let's hear, in a sentence or two, what is the problem with the old MS-47?

A The strictness of trying to sit down and project into the next 52 weeks what I am going to be doing and 20 percent of those weeks are an anomaly because it doesn't have full 7 days work or 5 days -- 6 days work because of holidays, annual leave, whatever.

Q Well, describe for us what a common anomaly would be that arose under this -- under the old MS-47 then.

A Any small facility that is closed on a holiday, when you sit down and do your

4839, your scheduling worksheet, you put in for basically five or six-day operations. Most of the time it is six. So that you are saying that that office is open six days and you plan for 52 weeks that it is going to be open six days a week for 52 weeks when in reality, when you put in the holidays, it is only open for 42 weeks on Monday because you have your 10 holidays or -- I use Monday. Some of the holidays float, but there is only, you know -- 10 of the 52 weeks there is normally an anomaly there.

Q And what is the problem? How is that a problem?

A You had no way to manage it. To be honest, most of the time when it is not done, it is like the Line-J case we had where the facility was closed on Monday or basically closed on Monday and the argument from the APWU was that we should have done the work anyway.

Cox explained how he went about preparing the new MS-47. He reviewed a marked up copy of the 1983 MS-47 that management had used in discussing some proposed changes with the Union in 1994. (Although those discussions were "good", nothing more was done at that time.) Cox said he also looked to see what private industry was doing. Specifically, he checked out a college website and saw that the college had combined a lot of their various space types in order to more easily manage, that is, budget for, custodial work. In order to determine how much work needs to be done, Cox asked all of the Postal Service areas to send him their existing MS-47 staffing surveys. He received about 500 surveys. Of this total, about 400 were from facilities with a total area of 15,000 sq. ft. or more, where he

could assume they had a custodial employee. The other 100 facilities were small enough that they likely were covered by the parties' Memorandum of Understanding regarding Subcontracting Cleaning Services (Subcontracting MOU), and the work could be contracted out. He disregarded those smaller facilities. The remaining 400 facilities were about 10% of the total postal facilities with 15,000 sq. ft. or more, and Cox considered them to be a representative sample. The purpose of gathering this data was to enable Cox to calculate the midrange of cleaning frequencies in the then current MS-47 staffing surveys.

The new 2001 MS-47 consists of the following five chapters:

- Chapter 1 - Introduction
- Chapter 2 - Determining Workload
- Chapter 3 - Estimating Workhour Budget
- Chapter 4 - Inspections
- Chapter 5 - Performance Standards

As in the prior MS-47, a building inventory (Form 4869) is still completed as before. The performance standards -- minutes per square foot of cleaning, or per fixture or component, etc. -- essentially are the same as before, but they no longer include any frequencies. The prior workload analysis and summary (Form 4852), which was used to calculate the total workload (minutes per year) and the total number of employees needed to perform that workload for staffing purposes, is not part of the 2001 MS-47. In its place is an entirely new procedure which culminates in a Budget Worksheet, which is supposed to be prepared at each facility on an annual basis.

All of the areas included in the building inventory that are to be cleaned on a frequent basis, at least once a week, are grouped into four broad space types -- administrative, common, customer and workspace -- and the total square feet (in 1,000s) for each space type is calculated.¹ Using the 400 staffing surveys he received from the field, Cox calculated area servicing factors to be used to estimate the number of annual workhours for each of the four space types.² These area servicing factors reflect the average number of workhours (per 1000 sq. ft.) for cleaning all of the areas in each space type as shown on the 400 staffing surveys.

Cox also calculated three project factors to cover interior work performed on a less frequent basis. In reviewing the annual workhours (per 1000 sq. ft.) allocated to this project work on the staffing surveys he had collected, Cox determined that the average tended to "move" depending on whether the building size was between 15,000 to 35,000 sq. ft., 35,000 to 100,000 sq. ft. or over 100,000 sq. ft. So he developed three project factors (per 1000 sq. ft.) corresponding to these building size ranges. Finally, he established a uniform exterior factor of 3.52 annual workhours per 1,000 sq.

¹ Toilets now are included in the appropriate space type on the basis of their square footage, not the number of fixtures to be cleaned, as before.

² There are a total of eight area servicing factors: one each for administrative and customer areas and three each for common and workspace areas, depending on whether the facility is a 1-tour, 2-tour or 3-tour facility.

ft. of exterior space. This factor was derived from the parties' agreement in the Subcontracting MOU that taking care of 500,000 sq. ft. of exterior space equals the work year (1760 hours) of one employee.

The Budget Worksheet is prepared by applying the appropriate square footage to the corresponding budget factor to calculate the number of workhours for area cleaning, project and exterior work for that particular facility. These are then totaled. The 2001 MS-47 directs the preparer to compare this total to the facility's anticipated LDC 38 (custodial) workhour usage in the current fiscal year. This comparison, Cox explained, basically "tells you where you are compared to the average". Section 3.1.2.1 of the of the 2001 MS-47 states:

If there is a significant difference between the usage and the average, you should consider the following:

If the usage is less than the average, review any inspection reports, PS Form 4851, if available, to determine if there are any recurring unsatisfactory items.

If there are no recurring unsatisfactory items, determine if any reductions in servicing can be implemented without creating a safety and health hazard.

If reductions can be made, reduce the number of calculated workhours for that space type to generate a new total.

If the usage is greater than the average, review work schedules to determine if tasks are being performed unnecessarily. At a

minimum, the review should include the following:

- (1) Are unoccupied areas of the workroom floor being serviced?
- (2) Is there a mix of policing and cleaning in all areas? Policing tasks are light cleaning tasks whereas cleaning tasks are more deep cleaning tasks.
- (3) Are areas receiving more servicing than necessary?
- (4) Are storage areas being serviced more than necessary?
- (5) Are occupants assisting by disposing of food debris, trash, paper bathroom waste, and cardboard in proper containers? All postal employees are responsible for properly disposing of trash, etc. in designated containers.
- (6) Are the most efficient methods, materials, and equipment being used?
- (7) Are building services personnel aware of their responsibilities and work schedules?
- (8) Is local management providing oversight of the building services maintenance program?
- (9) Has project work been performed as scheduled?
- (10) Are there any unique areas or components that require additional or special servicing?

If reductions can be made, reduce the number of calculated workhours for that space type to generate a new total.

After completing the reviews, enter the current year budget in the Current Fiscal Year LDC 38 Budget space provided; estimate the number of workhours that will be requested for building services maintenance; enter that number in the Number of workhours requested space provided, and forward to the appropriate higher level authority for approval or revision.

(Emphasis added.)

Cox explained that in filling in the number of workhours requested, some managers will put in the average, some will put in less, and some will put in what their budget was last year. More fundamentally, he said, since custodial employees cannot be fired or laid off, a manager has to request the number of workhours needed to cover the number of custodial employees at that facility.³

Section 3.1.3 (Budget Objective) of the 2001 MS-47 states:

The objective is to use the minimum resources necessary to maintain the facility in a clean, safe, and healthful condition that is consistent with the conditions set

³ There was testimony from other Postal Service witnesses that in preparing these Budget Worksheets, their areas also add hours for wash up time, breaks, and training, which were included on the old Form 4852, but are not factored into the Budget Worksheet.

forth in Section 4.2 [Inspection Techniques] of this manual.

Section 3.1.4.3 (Scheduling) states:

In contrast to previous methods of scheduling the building services maintenance tasks, frequencies of service are not predetermined or fixed. Any combination of service (cleaning, policing, or no service) may be used at any time provided that the facility is maintained in a clean, safe, and healthful condition that is consistent with the conditions set forth in Section 4.2 of this manual. For example, cleaning or policing of some areas may be increased during periods of high activity and reduced or eliminated during low activity periods. The deployment of automated mail processing equipment and the reduced manual handling of mail has decreased the amount of litter such as, facing slips, strings, and rubber bands on the floor. As mail volume decreases, or as more mail bypasses an office, or does not require manual handling, servicing frequencies should be adjusted downward. Other factors, e.g., heavy snowfall, shortage of personnel, operational requirements, or the current cleanliness of the facility may require schedule adjustments on a daily basis.

Any combination of full-time and part-time employees may be scheduled to perform the building services maintenance tasks.

The new MS-47 also contains other changes and revisions. Most of these, the Postal Service asserts, involved "simple combination, management, 'wordsmithing', and 'borrowing' of terms and principles carried over from the prior version of

the MS-47." The Postal Service acknowledges there no longer is a provision guaranteeing that once a staffing level is determined it will be maintained, absent a change in circumstances that would necessitate redoing the entire staffing procedure. But the Postal Service asserts that the staffing element remains as part of the budgeting process, in which the total number of annual workhours is determined. Scheduling of custodial personnel is now completed through the automated E-mars system.

The Union points to several key changes in the 2001 MS-47, in addition to the deletion of all cleaning frequencies and the staffing guarantee which were replaced with the budget process. Higher levels of authority are given the power, not just to review, but to approve and revise local management's workhour requests. The Handbook now includes new principles such as: "adopt[.] a private sector business perspective"; manage custodial services and employees based on "economic reality and operative needs"; and decide the level and amount of cleaning to be done using "the most cost effective methods". The 2001 MS-47 now states that revisions of a custodial program may arise as a result of "changing economic conditions". Scheduling paperwork is optional, and quarterly inspections now are critical to determining day-to-day custodial needs. Section 1.2.2 states that management must "hold employees accountable for the tasks they are assigned". The Union notes that many custodial employees are disabled veterans, and that the Postal Service has removed the protection included in Section 163 of the 1983 MS-47, which emphasized that the performance standards are not to be used for disciplinary purposes.

The Union also asserts that between January 2, 2002 and December 2, 2004 the total number of bargaining unit custodial employees -- as shown on Postal Service documents listing the maintenance craft count by job titles -- decreased from 18,864 to 17,063. The Union's Maintenance Craft Director testified that he knows that there are many offices which have reverted and eliminated positions, citing the new MS-47 as justification, and he cannot otherwise account for this drop of 1,800 employees. He also noted that these reductions occurred notwithstanding headquarters instructions to the field that:

It was not intended that the revised MS-47 would cause any radical changes in existing custodial workload. Major budget reductions locally based on Area level MS-47 mandates is not acceptable and may very well have a negative impact on the ruling when the revised MS-47 appeal is heard at the national level.

The Postal Service points to other (ORPES) data -- also presented by the Union -- showing that the number of custodial employees decreased from 18,322 in late September/early October 2001 to 18,012 at the end of February 2003. This data, the Postal Service says, shows a much smaller drop (310) in the number of custodial employees. Moreover, the Postal Service presented data and testimony which it asserts establishes that it had subcontracted the work of at least 531 custodial positions during the period from January 2002 to about October 2005 pursuant to the Subcontracting MOU, which the Postal Service has taken greater advantage of since the 2001 MS-

47 highlighted the need to consider its applicability in smaller offices.

UNION POSITION

The Union contends that the revised 2001 MS-47 Handbook violates Article 19 of the National Agreement. In the Union's view, it is a complete nullification of the parties' contractual agreement to the terms of the 1983 MS-47 and undoes the very compromise and consideration that agreement embodied. Changing the MS-47 as the Postal Service has done eliminates the consideration the Union gave in order to agree with the Postal Service on the principles, terms and language of the 1983 MS-47. The Union agreed to a range of cleaning frequencies in the 1983 MS-47 that certainly was less than the absolute standard the 1974 MS-47 required. The parties knowingly predicted that replacing the fixed standard with a range would decrease the amount of cleaning and derivatively the number of custodial employees, but the Union accepted this loss in return for the consideration of a staffing guarantee set forth in Section 116 of the 1983 Handbook. A balance was struck between the parties' competing demands, demands that went to fundamental concerns of job protection and cost effective management.

The revision and implementation of a new MS-47 that eliminates cleaning frequency ranges, eliminates the staffing guarantee, and substantively changes other terms of the MS-47 about which the parties negotiated and agreed, the Union argues, not only is a change to the parties' agreement on the terms of the Handbook itself, but also their concurrent settlement

adopting that agreement as a key and operative term. Without frequency ranges, the Union asserts, the ongoing term of the settlement concerning deviations from the ranges is obviously rendered meaningless. Indeed, the parties' entire history developed since at least 1983 for operating under and understanding the MS-47 is suddenly without import as the result of the Postal Service taking back the bargain it struck without due consideration to the Union. As the author of the 2001 MS-47 readily admitted, there are no cleaning frequencies whatsoever, no staffing guarantees, no scheduling requirements, and no discipline protection, in addition to the other changes to the MS-47.

The Union insists that the Postal Service cannot justify its revisions to the MS-47. Not until arbitration did the Postal Service give a reason for its revisions, and that late-stated reason is, by the Postal Service's own admission, unsupportable. When the parties met about the Postal Service's changes to the MS-47, the Union repeatedly asked for the basic explanation of why the Postal Service was making this revision, but the Postal Service refused to answer. At arbitration, for the first time, the Postal Service claimed it needed more flexibility than the 1983 MS-47 permits, but this claim was inadequate, if not unconvincing.

The Union points out that the 1983 MS-47 described how many employees were needed to staff a year's worth of custodial work, and the Postal Service always had taken the position that nothing in the MS-47, particularly Form 4852, required the Postal Service to perform the work detailed there every week of

the year. In an earlier arbitration case involving that issue, Postal Service witness Cox had testified that the exceptions which he referred to in the present case -- holidays, weather-related closings, local events, etc. -- were to be managed by local maintenance managers work-wise, and were immaterial to staffing issues about which the MS-47 is principally concerned. Case No. I94T-4I-C 98116745 (Das 2004), commonly referred to as the "Line J case". The decision in that case, which was pending arbitration at the time the 2001 MS-47 was drafted, affirmed the flexibility the Postal Service already claimed it had by holding that the average weekly hours total figure on Line J of Form 4852 "is an approximate yardstick against which to measure management's compliance, but does not constitute a rigid obligation which cannot be deviated from."

Moreover, Cox admitted that the 2001 MS-47 still requires managers to project their custodial needs into the future to determine how many workhours they would need annually.

The Union cites the decision in Case No. HOC-NA-C-19007 (Das 2002) for the proposition that if the Postal Service "seeks to change long-standing provisions that on their face afford considerable protection to the bargaining unit it needs at least to provide a convincing explanation of why it determined such a change to be necessary, if it is to satisfy Article 19's requirements that the change be fair, reasonable, and equitable."

The Union further argues that the 2001 MS-47 was poorly developed and poorly designed. It puts form over

substance in that it requires an entire inventory and various budget factor calculations to reach an end that, if local managers want it to be different, can be struck out and replaced with numbers devised from no better guidance than unarticulated speculation, which then can be changed at the whim of "higher level authorities". The Union points out that the method by which the budget factor aspects of the 2001 MS-47 were developed was based on samples that: the Postal Service cannot demonstrate with any level of statistical support are actually representative; were untested; were based on gross lack of relevant research; and lacked any comparison to actual postal conditions. More importantly, the Union stresses, the budget factor component actually is immaterial to the request for workhours. What is material is what was removed -- objective staffing instructions, the prior MS-47's staffing guarantee, the cleaning frequency ranges, written scheduling documents -- and what they were replaced with -- a "private sector business perspective"; managed based only on "economic reality and operative needs"; and using "the most cost effective methods" and "the minimum resources necessary".

Finally the Union argues that the new MS-47 has had a deleterious effect on the size of the bargaining unit. It removes all employment protections at the same time it requires local management to constantly look for additional reductions in cleaning and staffing. Although not required to do so under Article 19, the Union has shown that the revision of MS-47 has resulted in substantial job loss. Regardless of the specific number of bargaining unit positions that were lost, this job

loss is another demonstration that the revised MS-47 violates Article 19.

The Union requests, as a remedy, that the arbitrator direct that the revised MS-47 be rescinded and the 1983 MS-47 be retroactively reinstated in its place, and that the bargaining unit be made whole for any harm from the Postal Service's application of the 2001 MS-47. The Union argues that the retroactive reinstatement of the 1983 MS-47 is the only sensible remedy because the terms of the MS-47 work in tandem and cannot be rationally separated. Nor is it the role of the Arbitrator to rewrite the handbook for the parties from the parts of the MS-47, new and old, that the Arbitrator thinks are less objectionable.

EMPLOYER POSITION

The Postal Service insists that the changes to the MS-47, where they exist, fully satisfy Article 19. The standard of review is whether the changes are "fair, reasonable, and equitable". In addition, the changes must not be inconsistent with the National Agreement. Application of the fairness standard begins with a presumption in favor of management's actions. Article 3, Management's Rights, is the starting point for Article 19 challenges. The Postal Service maintains that it revised the MS-47 to be consistent with the direction of the enterprise: achieving efficiencies in postal operations by assigning the appropriate human resources to the appropriate work areas to be serviced. Therefore, the revisions directly result from the Postal Service's exercise of its most basic

management rights under Article 3. Deference should be accorded to management's operational judgment about how the work should be performed, and the Union should be required to make an especially compelling case for unfairness or inequity before management's operational judgment is overturned.

The Postal Service maintains that during the discussion periods prior to issuance of the 2001 MS-47, management fully complied with its procedural obligations as set forth in Article 19 of the National Agreement in effect at the time.

The Postal Service asserts that at the arbitration hearing the Union identified two ways in which it claims the changes made to the MS-47 are not fair, reasonable, and equitable: the elimination of cleaning frequencies; and the reduction of bargaining unit custodial employees, which the Union alleges occurred as a direct result of the changes made to the MS-47.

The Postal Service argues that the Union's contentions that the elimination of cleaning frequencies is not fair, reasonable, and equitable and/or is in violation of the National Agreement are without merit. The Union claims that the revisions violate the National Agreement by "undoing" the 1983 Settlement Agreement regarding cleaning frequencies. The Postal Service maintains, however, that there is no legal basis to demand that an employer be bound forever from asserting its management rights because of a prior agreement to maintain the status quo ante. See: American Postal Workers Union, AFL-CIO

v. USPS, 99 LRRM 3465 (E.D.N.Y. 1978). In addition, there is no contractual basis for the Union's assertion. The Settlement Agreement by its terms provides that in 1983 the MS-47 would contain certain provisions concerning a range of cleaning frequencies. There is no question that was complied with. The Settlement Agreement does not provide that the 1983 MS-47 Handbook provisions shall never change, nor would it be reasonable to presume that the Settlement Agreement somehow implicitly waived management's future rights to make changes under Article 19 when such changes could be supported as fair, reasonable, and equitable. Moreover, the Postal Service insists, there is no arbitral support for precluding the Postal Service from revising its handbooks, in compliance with Article 19, because of a prior settlement on what its handbooks would contain at an earlier time. In the 1981 Gamser Award, in which the arbitrator found that the Postal Service was required to maintain the fixed frequencies in the 1974 MS-47 that it had imposed upon itself, he also found that the Postal Service could amend the Handbook, subject to the requirements of Article 19.

The Postal Service further contends that, contrary to the Union's assertions that a staffing level is required to be maintained, Arbitrator Gamser made it clear he was not imposing "a manning floor or any manning commitment upon the Service in carrying out its maintenance responsibilities." Arbitrator Gamser's focus was not on staffing levels, but on the "the number of man hours which will be required to perform the tasks at hand." The bottom line in the new 2001 MS-47 is the total number of workhours needed annually to clean the facility. This total is the same as the calculation on Line H of Form 4852 of

the old MS-47. The only difference between the old MS-47 and the new MS-47 on this point is that the total of annual workhours is not divided to determine the staffing level of full-time equivalent postal custodians. However, these workhours, although not expressly, are at least impliedly divided by local managers to determine the number of full-time equivalents, particularly in light of the no-layoff protection afforded many of these custodians. As Postal Service witness Cox testified, a local manager is unlikely to request an annual number of workhours that is less than the equivalent of 1760 for each custodian on staff. As such, the Postal Service asserts, the staffing levels remain constant.

The Postal Service also cites the finding in the Line J case that "Line H is what is critical". The Postal Service states that the critical importance of the total annual workhours is carried over from the old MS-47 to the new MS-47. In light of the arbitral precedent and the critical importance granted solely to the total workhours (and not staffing levels) there does not appear to be any obstacle to elimination of the requirement of dividing the total number of workhours to determine staffing levels.

The Postal Service further stresses that the range of cleaning frequencies was not eliminated. Rather, applying information from the old MS-47, the author of the new MS-47 simply developed a midrange of cleaning frequencies which is now incorporated into the budget factors utilized in filling out the Budget Worksheet.

To the extent the Union has indicated minor objections to other changes in the text of the MS-47, the Postal Service claims the overwhelming majority of those changes clearly demonstrate a rewording of principles carried over or simply updated from the old MS-47. The basic tenets and principles of the old MS-47 have been carried over, including: the maintenance of a clean, safe (and now healthful) condition; the calculation of the number of workhours each year; the concept of cleaning versus policing and the local manager's determination of when to clean and when to police; the assessment of the size of the facility in determining cleaning needs; the procedure for measuring the physical space; the reliance upon quarterly inspections, now to a greater degree, to monitor cleanliness; the importance of local conditions, including the number of employees in the facility; and the exact same performance time standards allotted for cleaning and policing areas. Any other changes that are more than de minimis and directly relate to wages, hours and working conditions, the Postal Service claims, are fair, equitable, and reasonable.

The Postal Service disputes the Union's allegation that the bargaining unit was reduced by 1,800 custodians, approximately 10% of the total custodial work force, as a result of the new MS-47. Initially, the Postal Service argues, the Union's own exhibits suggest that the bargaining unit was reduced only by 310 positions. Moreover, the Postal Service presented evidence that demonstrates that at least 531 custodial positions have been contracted out since publication of the new MS-47.

Finally, the Postal Service requests that if the Arbitrator finds a contract violation, the parties should be afforded the opportunity to meet and discuss an appropriate response. The determination of remedy by the Arbitrator, if any, should await the conclusion of the parties' discussions and further briefing.

FINDINGS

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.

The 1974 MS-47 imposed a uniform set of minimum frequencies for performance of various area and component cleaning tasks. Although it did not contain a staffing guarantee, as such, it was a staffing document in that it established the number of custodial workhours required to perform the mandated cleaning tasks. In the Gamser Award, the arbitrator stressed that he was not imposing "a manning floor or any manning commitment upon the Service," but he clearly also held that the workhours required under the 1974 MS-47 had to be

performed. The Postal Service could not unilaterally determine to depart from the standards in the MS-47, in particular, the minimum frequencies.

Not too long after issuance of the 1981 Gamser Award, the Postal Service tried a different tack to obtain greater flexibility. It prepared a revision of the MS-47 which eliminated any set frequencies, leaving that to be determined at each facility. The Union strongly objected to the proposed elimination of cleaning frequencies when it received notice of the proposed changes under Article 19. Following discussions, the parties were able to reach a compromise, and the 1983 MS-47 was implemented pursuant to the parties' 1983 Settlement Agreement. This compromise gave the Postal Service flexibility to vary frequencies based on the individual circumstances at each facility, and to modify frequencies based on experience or changed conditions, but only within a nationally agreed-to range of frequencies for each task. Frequencies were to be determined -- within the established ranges -- by local management, subject to review by higher levels of authority. See Case No. HOC-NA-C 16 (Das 2002). Another key part of the parties' compromise was that a custodial staffing level would be determined for each facility based on the total annual workhours, as reflected on Form 4852. Any combination of full-time and part-time employees could be scheduled to perform that custodial work, but Section 116 of the 1983 MS-47 provided that:

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.

As the Union notes, the parties in entering into the 1983 Settlement Agreement knew that the MS-47 revisions they had agreed to would result in a reduction in the custodial workforce, because the previously mandated uniform frequencies were the top of the agreed-to frequency ranges. The 1983 Settlement Agreement provided incumbent custodial employees with certain protections, but there was no question that over time the changes in the 1983 MS-47 would result in a reduction in the custodial workforce.

Following implementation of the 1983 MS-47 there were occasional disputes and grievances. In particular, a number of grievances evidently were filed at the local level in which the Union claimed the Postal Service was required each and every week to schedule the number of hours shown on Line J of Form 4852 -- which was the total annual workhours for the facility shown on Line H divided by 52. As the Union points out, however, the Postal Service never agreed that it was obliged to schedule that number of hours each and every week, regardless of circumstances. In a National arbitration decision in the Line J case -- which had been appealed to arbitration before the 2001 MS-47 was drafted, but was not heard or decided until after the 2001 MS-47 was implemented -- this arbitrator found that:

The average weekly hours total shown on Line J of PS 4852 is an approximate yardstick against which to measure management's compliance, but does not constitute a rigid

obligation which cannot be deviated from. As noted above there are a variety of circumstances in which management may schedule and/or work fewer hours than the Line J average in a particular week without violating its obligation to conform to MS-47 standards consistent with the Gamser Award.

Part of the Postal Service's argument in the Line J case was that there were holiday and other weeks when the facility -- or parts of the facility -- were closed due to holidays, etc., and that this justified departure from Line J in certain weeks.

What is striking in the present case is the lack of empirical evidence showing that continued application of the 1983 MS-47 was causing cleaning to be done unnecessarily, or that staffing pursuant to the 1983 MS-47 was leading to custodial employees twiddling their thumbs, so to speak, or that local management was unable to appropriately respond to changed conditions or was having significant difficulty scheduling custodial employees because of constraints imposed by the 1983 MS-47. The Postal Service has not even alleged this was the case, beyond the limited testimony of its witness Ray Cox.

At arbitration, Cox, a former postal maintenance specialist now serving as an outside consultant, stated that upper level management instructed him in 2001 to revise the MS-47 Handbook to provide more day-to-day flexibility to local managers. The Postal Service has not convincingly shown, however, that it had insufficient flexibility under the 1983 MS-47 to deal with the types of situations Cox referred to, such as weeks when a holiday or other local event resulted in the

facility -- or parts of it -- being used less frequently than in other weeks, or those weeks when there were fewer custodial employees at work than usual. But even if Form 4852 of the 1983 MS-47 did not sufficiently take into account that there are a number of weeks each year when area cleaning needs are reduced, due, e.g., to holidays, an appropriate change could have been made to the 1983 MS-47, including Form 4852, to take care of that situation, without dismantling key structural components of that Handbook. Moreover, as pointed out in the decision in the Line J case, management has flexibility, under the 1983 MS-47, in how it schedules component work, which allows it to take into account prime vacation weeks or other circumstances that cause a fluctuation in available custodial staff.

Significantly, in developing the 2001 MS-47 the Postal Service retained the existing building inventory (Form 4869) and did not change the performance standards contained in the 1983 MS-47.⁴ There has been no claim by the Postal Service that the frequency ranges established in the 1983 MS-47 were outmoded or needed adjustment. On the contrary, the Postal Service seems to have embraced the overall past application of those frequencies in creating its new budget factors. The key difference is that the Postal Service eliminated the use of frequencies as part of the basis for determining how often certain cleaning had to be performed at a facility, and substituted "average" factors to be used for budget purposes. The Postal Service apparently decided

⁴ While Cox combined areas on the Form 4869 into a limited number of space types -- a budgeting approach to custodial work he had seen on a college website -- it is not clear how this enhanced workplace efficiency or even managerial flexibility.

that it needed to retain some semblance of the prior frequency ranges in establishing the new budget factors, yet the computation it came up with basically serves only as a yardstick to measure how a particular facility is doing (per 1000 sq. ft.) compared to the pre-2001 average.⁵

In any event, there appears to be only a tenuous connection between the Budget Worksheet calculations and how custodial work is to be performed. There no longer are requirements with respect to the work to be scheduled or staffing. Local management, after performing the budget calculations, is not required to use them to determine the number of workhours to request.⁶ The only constraints are that management cannot lay off custodial staff and, as was true under the 1983 MS-47, is required to perform quarterly inspections to ensure an adequate level of cleanliness. Higher level

⁵ This assumes that the 400 facilities that responded to Cox's request for staffing surveys -- about 10% of total facilities over 15,000 sq. ft. -- truly were a representative sample, which is difficult to determine on the present record.

⁶ As Cox testified, a manager has to request at least the number of workhours needed to cover the number of custodial employees at that facility. An area maintenance management specialist testified that in his area they calculate the average, using the budget factors, but then add additional time for training, breaks and wash-up (as was previously done on Form 4852). If a facility wants to request "a deviation" due to local conditions they note that on their worksheet. This witness and another area manager testified that facilities in their areas do not complete the Budget Worksheets annually, as the 2001 MS-47 provides for, but only where there is a change in the physical inventory or a custodial position is vacated.

authorities also have been given considerably broader authority to substitute their own determination of the number of workhours to be budgeted for.⁷

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.⁸

Use of the new Budget Worksheet also is likely to put pressure on those facilities -- theoretically about one-half the total number -- whose actual custodial workhours exceed the average to reduce their hours, at least over time, so as not to deviate from the total calculated using the fixed budget factors. In this way, what was an average before 2001, might become a sort of ceiling, which all facilities should strive not

⁷ Cox indicated this was not really a change, because higher level authorities de facto had exercised equivalent authority despite the language of the 1983 MS-47. (See: Case No. HOC-NA-C 16.)

⁸ If, as was stated by Cox, inspections previously were often not performed as required by the 1983 MS-47, that would not appear to be a good reason to change the Handbook to put greater reliance on inspections.

to exceed, with reduced consideration for variations in local conditions.

As the Union stresses, the 1983 MS-47 was the result of negotiation and compromise, reflected in the 1983 Settlement Agreement. The latter does not provide that the Postal Service can never change the 1983 MS-47, or that it can only do so with Union approval. The Postal Service did not give up its right to make changes that are fair, reasonable, and equitable. But, the fact that the structure of the 1983 MS-47 was a negotiated compromise is important in applying Article 19, particularly as it seems unlikely, in light of the findings in the Gamser Award, that the Postal Service would have been successful in convincing an arbitrator that elimination of mandated frequencies -- which is what it proposed in 1982 -- was fair, reasonable, and equitable. Also, as I stated in Case No. HOC-NA-C 19007:

The Postal Service is entitled to change its policies, subject to its contractual obligations. But if it seeks to change long-standing provisions that on their face afford considerable protection to the bargaining unit, it needs at least to provide a convincing explanation of why it determined such a change to be necessary, if it is to satisfy Article 19's requirement that the change be fair, reasonable, and equitable.

Improving efficiency and application of sound custodial management techniques, including a number of the factors spelled out in certain portions of the 2001 MS-47, do not appear to be inconsistent with the basic structure of the

1983 MS-47. It also is not clear to me that use of E-mars to schedule custodial work is not compatible with the 1983 MS-47. But if any changes need to be made to accomplish that, or to better enable management to take into account variations that occur in holiday or other weeks, that can be accomplished under Article 19, without throwing out the baby with the bath water.

For all of these reasons, I am not able to conclude that the 2001 MS-47 is fair, reasonable, and equitable, for purposes of Article 19. This is not a matter of a few portions of the revised MS-47 not meeting that standard, but is based on the major changes made to key parts of the basic structure of the Handbook.

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. Whether any remedy is appropriate for the intervening period since implementation of the 2001 MS-47, and, if so, what it should be, is a matter remanded to the parties for further discussion. The arbitrator retains jurisdiction over that aspect of the remedy. In addition, it appears that the Union does not have any significant objection to a number of the more minor changes that were designed to streamline or update the 1983 Handbook, without

imposing substantive change, and the parties should address incorporation of those changes.

AWARD

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.



Shyam Das, Arbitrator

National Arbitration Panel

In the Matter of Arbitration)	
)	
between)	
	)	Case No.
	)	I94T-4I-C 98116745
United States Postal Service)	
	)	(Line J -
and	)	Custodial Employees)
)	
American Postal Workers Union)	
)	

Before: Shyam Das

Appearances:

For the Postal Service: Courtney B. Wheeler, Esquire

For the APWU: Melinda K. Holmes, Esquire

Place of Hearing: Washington, D.C.

Dates of Hearing: June 18, 2002
April 23, 2003
September 11, 2003
September 12, 2003

Date of Award: July 12, 2004


Relevant Contract Provision: Article 19, 1974 MS-47 Handbook

Contract Year: 1994-1998

Type of Grievance: Contract Interpretation

Award Summary

The issue raised in this arbitration is interpretive and, hence, arbitrable at the National level. The issue is decided on the basis set forth in the above Findings. The underlying grievance from Iron Mountain, Michigan, is remanded to Step 3 to be resolved consistent with the Findings in this decision.



Shyam Das, Arbitrator

BACKGROUND

I94T-4I-C 98116745

The underlying grievance in this case arose in Iron Mountain, Michigan. The basis for the grievance is set forth in the Step 2 appeal form, dated July 28, 1998, as follows:

On 7/06/98 the union became aware that management had failed to work the required number of custodial cleaning hours in PP 12 WK 1 98 (Exhibit 1) as per PS Form 4852 (Exhibit 2). The union contends that management is in violation of Article 19 of the National Agreement, to include handbook MS-47, Section 116 (Exhibit 3). The union maintains that once a custodial staffing has been determined, that staffing and cleaning level must be maintained.

According to the PS Form 4852, a total of 204.10 hours have been determined as the cleaning level. Exhibit 1 is a copy of the hours spent by all custodians in Operation #747 for PP 12 WK 1. The report shows that 192.01 hours in week 1 were worked. The union maintains that 12.07 hours remained unworked in week 1.

Exhibit 4 are copies of custodial schedules, routes and bypasses for the period in question. The union maintains that the Postal Service is not cleaning according to the standards established in the MS-47. Arbitrator Howard Gamser held in 1981 that the provisions of Article 19 impose upon the Postal Service a duty to abide by the standards in the MS-47, for performance frequency, Case #A8-NA-0375.

At Step 3, the Postal Service declared the issue in this grievance to be interpretive. The Union appealed the grievance to Step 4. In its Step 4 answer, dated September 12, 2000, the Postal Service asserted:

The issue in this grievance is whether management is required, at a minimum, to use the number of hours each week noted on line J of PS Form 4582[sic], Workload Analysis Summary.

The Union appealed the grievance to National Arbitration on September 13, 2000.

At the time this grievance arose, the 1983 MS-47 Handbook (Housekeeping - Postal Facilities) was in effect. It replaced an earlier 1974 MS-47. As indicated in both documents, the MS-47 "concerns itself principally with staffing and scheduling" relative to custodial maintenance. Staffing entails a three-step procedure in which a building inventory is taken, frequency of performance is determined, and staffing requirements are developed. A key difference between the 1974 MS-47 and the 1983 MS-47 is that the former established fixed frequencies for how often particular areas and components of postal facilities were to be cleaned. The 1983 MS-47, which was negotiated with the APWU in settlement of an Article 19 grievance, establishes a range of frequencies. At a given facility, management may select the frequency for particular tasks within the specified range, but its selection must be commensurate with the Postal Service's responsibilities for maintaining a clean, healthy and safe work environment for postal employees and customers. Moreover, as set forth in Section 116 of the 1983 MS-47:

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.

In a 1981 National Arbitration Award in Case No. A8-NA-0375 (Gamser Award), Arbitrator Howard Gamser rejected the Postal Service's contention that the 1974 MS-47 was merely a guide and that management had the right "to change forms, formulae, frequencies of cleaning as set forth in the Handbook", provided it maintained a satisfactory level of cleanliness. The opinion in the Gamser Award states:

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 the officer 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.

* * *

By requiring that the Postal Service adhere to the standards or criteria for unit performance as well as frequencies contained in the MS-47 Handbook, this Arbitrator is not imposing a manning floor or any manning commitment upon the Service in carrying out its maintenance responsibilities. The Service is required to instruct its facilities to employ these unit performance criteria and frequency standards in determining the number of man hours which will be required to perform the tasks at hand. Whether the man hours thus required are filled by employing overtime or by the reassignment of employees from activities in which they might otherwise have been engaged, not prescribed by standards or criteria in some other handbook, manual or published regulation, is a management decision.

For the reasons outlined above, the Arbitrator is of the opinion and must find that the provisions of Article XIX impose upon the Service a duty to abide by the criteria or standards established in the MS-47 Handbook for both unit performance as well as frequencies. The unilateral determination to depart from those standards, and particularly from the minimum frequencies contained in the Handbook, have resulted in violations of Article XIX. Article XIX incorporates by reference these working conditions into the collective bargaining agreement. Such modifications thus unilaterally imposed by management which have an adverse impact upon the tenure of employment or the workload of the employees affected must be rescinded.

In its Step 4 answer in the present case, the Postal Service stated:

There is no dispute between that parties that the Gamser Award requires the Postal Service to adhere to minimum standards and frequencies developed in conjunction with the MS-47 Handbook, *Housekeeping-Postal Facilities*. Contrary to the Union's position however, the Postal Service is not bound by a manning floor.

* * *

Gamser clearly held that the unit performance criteria and frequency standards in the then existing MS-47 were to be used to determine the number of man hours required to perform the cleaning tasks. He left management with the discretion of where, when, and how to obtain the employees who would work the required hours.

Postal Service Form 4852, Workload Analysis and Summary (PS 4852), is covered by Section 240 of the 1983 MS-47. Sections 241 and 242 state:

- 241 Form 4852 (See Appendix, Exhibit C) is a preprinted form designed to permit calculation of the building cleaning staffing requirement for all postal facilities.
- 242 Preprinted on the form are: job requirements (areas or components to be cleaned such as workroom toilets, offices, etc.), operations to be performed (clean, police, etc.), the unit by which different components are

measured (Sq. Ft., Fixture, etc.) and the time, in minutes, required to do the operation on one unit of measure. (e.g.: It takes 4.5 minutes to clean one workroom toilet fixture.)

PS 4852 is used to determine the number of minutes per week needed to perform area requirements (for example, cleaning and policing of work room toilets) and the minutes per year needed to perform component requirements where the frequency of performance may vary from once per week to once per year (for example, cleaning light fixtures or snow removal). Using PS 4852, the minutes per year for all job requirements are totaled and converted into work hours per year (Line D). Additional hours for training, breaks and wash-ups are calculated based on established formulae. The total work hours per year, which is used for staffing purposes, is recorded on Line H of PS 4852. Line J -- work hours per week -- is calculated by dividing Line H by 52. The instructions in Section 243(t) of the 1983 MS-47 state:

t. Divide line H by 52 (weeks) to obtain workhours per week. Round to the nearest tenth of an hour. Enter this figure in column (P) line J. Refer to applicable regulations in the *Administrative Support Manual* to determine if the facility may be cleaned by contract. If the facility is to be cleaned by contract, no further calculations are required.

If the facility is not to be cleaned by contract, the number of full-time equivalent postal employees needed to perform the work (Line K) is determined by dividing Line H by the current productive annual work hours for one USPS custodial employee -- 1760 on the PS 4852 at issue in this case.¹

Section 340 of the 1983 MS-47 provides:

340 Scheduling

a. In larger facilities scheduling will be done in accordance with the national handbook or national system by which the office operates.

b. In smaller facilities that do not operate under a specific national handbook or national system, the management official in charge of the facility will be responsible for scheduling. If necessary, the senior MSC maintenance official will provide assistance in scheduling.

¹ It appears that at least by 1991 the determination as to whether the work was to be contracted out was determined on the basis of the Line D total. (See Section 5(2)(b) of MMO-21-91.) In 1994 the parties agreed to a different methodology for determining whether custodial work at a particular facility can be contracted out which is based on facility area rather than work hours. The Union notes that PS 4852 was not revised, and the total work hours per week continued to be shown on Line J. The Postal Service notes that the calculations on PS 4852 were computerized in or about 1991. In 2001, the Postal Service reissued the MS-47 Handbook with significant changes. The Union grieved those changes, and its challenge is pending arbitration. The decision in the present case concerns only the 1983 MS-47.

c. Actual day to day assignments depend on the number of custodial personnel reporting. Generally, when excessive unscheduled absences occur the component cleaning routes should be limited before area cleaning routes.

A Postal Service witness pointed out that Section 340(c) provides greater flexibility than the preceding 1974 MS-47 which only permitted cutbacks in component, not area, cleaning.

A number of management witnesses testified that various Union representatives at the national and local levels had expressed the position that the Postal Service contractually is required to schedule and work the "Line J hours" each week without exception. Starting in the late 1980's or early 1990's, according to Postal Service witnesses, local grievances began to be filed protesting Management's failure to schedule and/or work all Line J hours. Some of these grievances were sustained in regional arbitration. A considerable number of such grievances are now being held at Step 2 and Step 3 pending this National Arbitration.

Steven Raymer, APWU Maintenance Division Director, testified:

The substance of the [underlying] grievance appears to originate with [the fact that the] ... Line J hours were not either scheduled or worked. The Line J represents the weekly work hours that are supposed to be scheduled. Line J constitutes a body of work.

* * *

Now apparently they didn't perform all the work and that is what a bypass report would indicate. And the local would have had bypass reports to show that work wasn't done. The triggering incident would be that Line J wasn't met because that is normally what it is going to take.

... That should tell a local to look into whether or not the work was performed and whether there was compliance with Arbitrator Gamser's award that the work had to be performed.

And in this case, it appears the local union has, as a remedy for the work not being performed, a difference in hours between the work that was done and the Line J hours, which is, in fact, a traditional remedy that is applied in the field. Line J is used as a remedy. When the work is not done, we get the Line J hours.

* * *

... [F]or a fully, properly documented grievance, they would find out what work was not performed.

* * *

Because it would be possible in some circumstance that a custodian would work quicker. Maybe the place wasn't as deteriorated as normal after a given operation or it was likely used in between. They would get it done quicker. That could then reflect less hours after looking at the week. But if all the work was nonetheless

performed, then the Union doesn't have an issue.

Mr. Raymer also testified on cross-examination:

Q Now sir, work hours per week. Line J, you say, represents the work hours that must be done every week?

A Those are the hours that need to be scheduled every week.

Q Well, need to be. Does that mean must be?

A Yes.

Q In your opinion.

A Yes.

Q Okay. So regardless of circumstance, they must be scheduled that week.

A Yes.

A Postal Service witness who scheduled maintenance work at the Iron Mountain facility during the week at issue in the underlying grievance in this case noted that week included the Memorial Day holiday. In preparation for this arbitration, she reviewed the bypass reports and schedules submitted by the Union with the grievance. She testified that the work which the Union claims was not scheduled and/or performed that week was work in portions of the facility that normally would have been open, but were closed due to the holiday and, therefore, did not need to be cleaned. The one exception was the break room which

erroneously was reported to have been bypassed, when it actually was cleaned on the holiday.

The parties agree that the underlying grievance and the issue raised in this case do not involve staffing. The Iron Mountain facility was fully staffed in accordance with the 1983 MS-47.

UNION POSITION

At the outset of the arbitration the Union took the position that this case was not arbitrable at National Arbitration because it does not raise an interpretive issue.² The Union chose not to seek bifurcation in this case, in part because its positions on arbitrability and on the merits are intertwined.

The Union contends that the issue in this case, as defined by the Postal Service at Step 4, is not an interpretive issue. Whether the Postal Service is required to use the number of hours reflected on Line J of any particular PS 4852 each or any week at a specific facility is a matter that can only be determined based upon unique local fact circumstances.

² Because the Postal Service declared the underlying grievance to be an interpretive issue at Step 3, the Union explained, the only way the Union could get that grievance arbitrated was to appeal it to Step 4 and then to National Arbitration, where the Union seeks to have the grievance returned to Step 3 to be arbitrated at the regional level.

The Union stresses that there is no disagreement between the parties or dispute in this case over the Postal Service's obligation to schedule and perform all of the custodial tasks indicated on PS 4852 and to provide employees with time for training, breaks and wash-up in accordance with the National Agreement and local agreements. This work, its derivation and performance, is a requirement of the 1983 MS-47 Handbook in effect when the underlying grievance arose at Iron Mountain, Michigan. If the hours performed are not the same as the hours on Line J, but the standards of the MS-47 are met, the Union does not dispute solely the difference in hours. Whether the Postal Service's commitment to maintain a clean, safe and healthful work environment by complying with the PS-47 is violated by a deviation from Line J will depend on facts particular to each situation.

The Union maintains, however, that Line J can be an accurate measure of the hours worked each week at a particular facility. Generally, Line J hours can be and often are a close, if not exact, calculation of the hours of work for bargaining unit employees performing the various custodial tasks management has listed on PS 4852, a principle that also has been accepted by regional arbitrators. Numerous factors particular to a specific location dictate if there are deviations from this rule. Depending on such factors as the type of custodial work management chooses to perform, whether any of that work is seasonal, local agreements on wash-up times, the relative weight of area cleanings hours (which if bypassed cannot be made up) to component cleaning hours (which if not completed can be

backlogged for later performance), the frequency with which area cleaning is to be performed, whether a facility is operational on holidays, and how management chooses to schedule work, the hours on Line J can accurately reflect the number of custodial hours worked per week at a particular facility. It therefore is impossible, the Union insists, to conclude that the hours on Line J are never the hours custodians should be or actually are working in any given week at any specific facility.

The Union further objects that the Postal Service raised two new arguments for the first time during the arbitration hearing. The Union contends those arguments should not be considered, but in any event are without merit.

The first new argument, the Union asserts, is the Postal Service's claim that Section 340(c) of the 1983 MS-47 referencing excessive unscheduled absences demonstrates that Line J is not an accurate measure of work that must be performed. On the merits, the Union stresses that Section 340(c) neither indicates this, nor provides that the Postal Service is excused from performing custodial work because of absences. Clearly, the Union argues, the Postal Service and regional arbitrators have been and are able to contend with this and other unusual exceptions when Line J hours, and thus work, should, but cannot, be performed under the specific circumstances of a particular case. As with the varied circumstances that might explain discrete deviations from PS 4852 and Line J, however, these exceptions cannot swallow the rule.

The second new argument the Union objects to is the Postal Service's claim that, regardless of its accuracy, the very nature of Line J makes it an inappropriate and improper measure of the Postal Service's obligation to perform certain custodial work. This position is premised on the Postal Service's assertion that Line J only can be referred to as an outdated measure of when the Postal Service can contract out custodial work. The Union contends this argument also is without merit because there is no basis to preclude the Union from looking to Line J as a measure of a possible violation of the Postal Service's undisputed obligation to perform the underlying work.

EMPLOYER POSITION

The Postal Service asserts that the "Line J" issue in this case has existed since the late 1980's or early 1990's when the Union first began to file grievances in which it asserted that the mere fact that Line J hours were not worked, by itself, constituted a contractual violation. The Postal Service maintains that the Union has attempted to obfuscate the issue to suit its own purposes by also alleging in some grievances that the Postal Service violated the National Agreement because it failed to perform specified cleaning work that was supposed to be performed on a weekly basis, and in other grievances blending the two allegations. Nonetheless, the issue is clear. As stated in Management's Step 4 answer it is: whether management

is required, at a minimum, to use the number of hours each week noted on Line J of form 4852.

The Postal Service contends this is an interpretive issue properly to be decided at National Arbitration. First, it requires an interpretation of the 1983 MS-47 Handbook which is incorporated in the National Agreement and which has been interpreted in different ways by regional arbitrators. Second, this MS-47 is the product of national level discussions conducted pursuant to Article 19 of the National Agreement, and, hence, a proper subject for interpretive arbitration. Third, the Union incorrectly assumes that because a decision in this case can be applied to the facts in the grievance that is serving as the vehicle to raise the interpretive issue, the underlying issue is not interpretive. Fourth, the issue raised by the Postal Service is substantially similar to the underlying issue confronting Arbitrator Gamser when he had to determine the proper interpretation of the earlier 1974 MS-47 in National Arbitration.

On the merits, the Postal Service contends that the 1983 MS-47 clearly states that Line J's only purpose is to determine whether facility cleaning can be contracted out. At no time, the Postal Service stresses, was Line J ever used to establish weekly hours for custodial employees. In 1994, Line J ceased to have any purpose because the parties adopted a new methodology to govern contracting out. Although Line J remained on PS 4852 after 1994, it did so only because staffing calculations were by then performed using a computer program

that would have had to be rewritten, and it was a figure that could be ignored because it was not used for anything else.

The Postal Service stresses that the Union presented no documentary evidence or creditable testimony to support its assertion that the 1983 MS-47 establishes a guaranteed number of weekly work hours that must be worked by custodial employees. The sole purpose of the 1983 MS-47 is to determine custodial staffing requirements, as stated in both the transmittal letter issuing the 1983 MS-47 and the Handbook itself. Not only does the 1983 MS-47 not include any guarantee of weekly work hours, Section 340(c) shows just the opposite -- that scheduled work may not be done, especially if it is component cleaning. Where the 1974 MS-47 stated that PS 4852 was used to determine weekly man-hour requirements, the 1983 MS-47 states that the form is used to determine the staffing complement, a matter not in issue in this case.

Moreover, the Postal Service argues, the hours on Line J are based on a normal work week, whereas about twenty percent of the work weeks in a year are not normal, including ten weeks with federal holidays in addition to days when particular offices or facilities are closed due to weather or local events. The Postal Service has not agreed to pay employees to work on days when the building is closed or when they failed to report to work due to illness or vacation. The Postal Service also notes that PS 4852 includes job requirements such as lawn cutting and snow removal which not only are seasonal, but may vary from the norm due to climatic factors.

Finally, the Postal Service contends in its post-hearing brief that the 1981 Gamser Award is not controlling in this case. It was based on the totally different 1974 MS-47.

FINDINGS

The parties agree that the issue presented in this arbitration is that set forth in the Postal Service's Step 4 answer, which is: "Whether management is required, at a minimum, to use the number of hours each week noted on Line J of PS Form 4582 [sic]." The underlying grievance filed in Iron Mountain, Michigan, can be read as asserting such a claim. Although it does not specifically mention Line J, it cites a failure to work the number of hours that correspond to those on Line J of the applicable PS 4852. The grievance also asserts more broadly a failure to clean according to the standards established in the MS-47.

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. I view that to be an interpretive issue.

It also is an issue on which, ultimately, there is little if any dispute. The Union's post-hearing brief plainly states that if the hours performed are not the same as the hours

on Line J, but the standards of the MS-47 are met, the Union does not dispute solely the difference in hours. Some additional context is needed, however, in order to fully understand this narrowly drawn issue.

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. There is no dispute that the Iron Mountain facility was a properly staffed office at the time this grievance arose. 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. That is squarely acknowledged in the Postal Service's Step 4 answer in this case, as well as in a Step 4 settlement dated April 19, 1998 in Case D94T-1D-C 97084381 (Union Exhibit 8). 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.

While the Union does not espouse an absolutist position with respect to the hours on Line J of PS 4852, it rightly points out that Line J hours can be and often are a close, if not exact, calculation of the hours of work for

bargaining unit employees performing the various custodial tasks management has listed on PS 4852.

It is important to keep firmly in mind just what the hours listed on Line J represent. Those hours are merely the mathematical expression of one fifty-second (1/52) of the total yearly work load set out on Line H of the PS 4852. At one time, Line J was used to determine if the custodial work at a particular facility could be contracted out. Actual staffing of the facility -- if the work cannot be contracted out -- is determined on Line K, which takes into account the current productive annual work hours for one USPS custodial employee. Both Line J and Line K are derived from Line H. Line H represents the total number of hours of custodial work, factoring in training, breaks and wash-ups, to be performed in a year as determined using the criteria and standards in the MS-47. Line H is what is critical.

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. Resolution of grievances alleging a failure to comply with the standards of the 1983 MS-47 in a properly staffed facility will almost surely

require a case-by-case analysis taking into account those local factors that may be relevant in a particular case.³

Much of the work listed on the PS 4852 -- area cleaning and policing -- is to be done at set intervals each and every week. Some component work also may be required to be done as often as once a week. But other component work is to be done less frequently, for example, monthly or quarterly. Management has some flexibility in scheduling the latter work -- for instance, it might schedule less than the average amount of such component work in a prime vacation week and more in other weeks.⁴ If there is an unscheduled absence, some component work that was scheduled to be performed that week can be backlogged and performed at a later date.

PS 4852 also includes seasonal component work such as lawn mowing and snow removal, which is not spread evenly throughout the year. There will be weeks when none of that seasonal work is -- or could be -- done, and others when much more than the weekly average included in Line J is done. This

³ A review of the regional arbitration awards submitted as exhibits in this National Arbitration indicates that, while the contractual analyses may differ, the record in those cases in which the Postal Service was found to have committed a violation evidenced a failure to perform work required to comply with the standards of the 1983 MS-47 -- in some cases for a considerable period of time -- not just a failure to work the number of hours listed on Line J.

⁴ A properly staffed office will have sufficient custodial staff to cover for vacations, but vacations may not be evenly spread throughout the fifty-two weeks in a year.

may or may not be precisely balanced by varying the other component work done in the same week. Moreover, in any given year there might be a need for fewer (or more) hours to perform such seasonal work than the total annual hours included on the PS 4852. Theoretically, at least, in a year in which it snowed much less than average, the Postal Service could fully comply with the MS-47 standards and yet work less than the total numbers of hours on Line H.

As the Postal Service also points out, the hours shown on the PS 4852 are based on standards which evidently do not take into account holidays (or other occasions) that may result in all or part of a facility being closed during what otherwise would be normal operating hours. This could provide management a legitimate basis on which to schedule and/or work fewer cleaning and policing hours than those shown on the PS 4852, while still maintaining a clean and healthful working environment consistent with the MS-47 and the Gamser Award. That may have been the case at Iron Mountain during the week in issue, but that depends on local facts and circumstances, and is not an interpretive matter to be decided here.

Even when management schedules sufficient hours to perform the necessary custodial work consistent with the MS-47, it may be faced with unexpected absences. Whether, under the facts of a specific case of that sort, a failure to perform work in accordance with the PS 4852 constitutes a contractual violation and, if so, what if any remedy should be imposed, are separate issues that are not part of this case.

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. The average weekly hours total shown on Line J of PS 4852 is an approximate yardstick against which to measure management's compliance, but does not constitute a rigid obligation which cannot be deviated from. As noted above there are a variety of circumstances in which management may schedule and/or work fewer hours than the Line J average in a particular week without violating its obligation to conform to MS-47 standards consistent with the Gamser Award.

AWARD

The issue raised in this arbitration is interpretive and, hence, arbitrable at the National level. The issue is decided on the basis set forth in the above Findings. The underlying grievance from Iron Mountain, Michigan, is remanded to Step 3 to be resolved consistent with the Findings in this decision.



Shyam Das, Arbitrator

National Arbitration Panel

In the Matter of Arbitration

between

United States Postal Service

and

American Postal Workers Union

)
)
)
)
)
)
)
)
)
)
)

Case No. HOC-NA-C 16

Before: Shyam Das

Appearances:

For the Postal Service: Larissa O. Taran, Esquire

For the APWU: Lee W. Jackson, Esquire

Place of Hearing: Washington, D.C.

Dates of Hearing: April 7, 2000
December 12, 2000
May 22, 2001

Date of Award: August 19, 2002


Relevant Contract Provision: Article 19

Contract Year: 1990-1994

Type of Grievance: Contract Interpretation

Award Summary

The grievance is resolved on the basis set forth in the above Findings. The Postal Service is directed to adhere to the requirements of the MS-47 Handbook consistent with those Findings.



Shyam Das, Arbitrator

BACKGROUND

HOC-NA-C 16

This grievance, filed at Step 4 on March 25, 1992, states:

In a January 23rd letter from Thomas Freeman, Director Maintenance Division, to the Postal Service the union stated that management other than local management (Postmaster/Manager of a postal facility) was determining frequencies of cleaning for a particular office. The letter requested this practice be curtailed.

On February 27th the union received a letter dated February 25th, which stated in part the "local management at the divisional level determined the frequencies required."

The issue to be decided in this grievance is whether management at the divisional level may dictate cleaning frequencies rather than local management as referenced in the MS-47 handbook. We contend that the MS-47 handbook requires the MSC Manager or BMC Manager to approve cleaning frequencies and custodial staffing documents.

The MS-47 handbook is replete with references to local management, that is the Postmaster/Manager of a facility, rather than management at the divisional, regional or national level making these decisions.

In its Step 4 response, dated September 11, 1992, the Postal Service stated, in part:

The issue in this grievance is whether management violated the National Agreement in determining the frequency of cleaning at the Tulsa MSC.

* * *

The MSC Manager/Postmaster of the Tulsa MSC approved the cleaning frequencies for her facility in accordance with the MS-47 Handbook. However, Section 125 of the MS-47 Handbook provides that "[s]taffing levels and all custodial functions determined by application of this handbook are subject to review by higher levels of authority." Concomitant with this review is management's right to adjust, modify or change staffing levels or custodial functions. In this case, Division management reduced the cleaning frequencies for several custodial tasks that had been previously approved by the MSC Manager/Postmaster. None of the changes were below the frequency ranges listed in the MS-47 Handbook nor did they compromise a clean and healthful working environment.

Article 19 of the 1990-1994 Collective Bargaining Agreement, in effect when the grievance was filed, provides in relevant part:

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable....

The MS-47 Handbook is entitled "Housekeeping Postal Facilities". It is used to determine custodial staffing requirements at Postal Service facilities. As stated in Section 142 of the MS-47 Handbook¹:

142 Staffing is a three step procedure in which an inventory is taken on Form 4869, *Building Inventory*, frequency of performance is developed using Form 4839, *Custodial Scheduling Worksheet* and Chapter 4 of this handbook, and staffing requirements are calculated using Form 4852, *Workload Analysis and Summary*.

Section 415 (Frequency of Performance), provides:

The frequency ranges listed in Chapter 4 of this handbook for performing the indicated custodial tasks should be applicable to most postal facilities. The frequency selected for a particular task should be within the specified range, and the specific frequency chosen [sic] is dependent upon local conditions. Local management may determine that frequencies outside the ranges (above or below) listed are required due to local conditions. If one or more of the frequencies selected are below the range(s) listed in this handbook, the custodial staffing package shall be submitted with appropriate justification to Regional Maintenance Management. Implementation of custodial tasks with frequencies below the

¹ Except for specific references to the initial May 30, 1974 MS-47 Handbook, all references to the MS-47 Handbook in this decision are to the April 20, 1983 revision in effect when this grievance was filed.

specified range(s) requires prior Regional Maintenance Management approval.

Chapter 1 of the MS-47 Handbook also includes the following provisions:

110 GENERAL

111 It is the responsibility of the postmaster/manager of a postal facility to assure that custodial maintenance is sustained at a satisfactory level. When making staffing determinations, management must make a commitment to maintain a clean and healthful working environment. When determining what, when and how often to clean, this commitment must be the principal concern.

* * *

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.

120 SCOPE

121 The contents of this handbook are intended to be used by management to develop the custodial maintenance staffing requirements for all postal facilities where the U.S.P.S. is responsible for such services. In the normal course of events, it is anticipated that the initial input will be supplied by local management during the early stages of planning for facility activation. This will provide the basis for

an initial staffing level which, in turn, will be subject to modification based on local experience. This is an ongoing process subject to periodic review.

* * *

123 Local conditions such as climate, customer/employee activity, volume, type of construction, and age of building should be considered when establishing the level of staffing required to maintain a specific facility.

124 Local management must exercise its judgment in order to develop a level of staffing that, based on current inventory, will maintain an acceptable level of cleanliness and a safe and healthful working environment for all employees. This shall be consistent with good housekeeping practices and shall not violate the current *National Agreements*.

125 Staffing levels and all custodial functions determined by application of this handbook are subject to review by higher levels of authority.

The MS-47 Handbook was first issued on May 30, 1974. That version included specific frequencies for the performance of each cleaning function. In a National Arbitration Award dated June 1, 1981, Case No. A8-NA-0375, Arbitrator Gamser rejected the Postal Service's position that the stated frequencies were merely a guide and that management could vary those frequencies, provided it maintained a satisfactory level of cleanliness. Arbitrator Gamser concluded that, under Article 19 of the CBA, the Postal Service was required to abide by the

frequencies specified in the MS-47 Handbook until or unless those provisions were amended in compliance with the requirements of that Article.

In 1982, the Postal Service proposed revision of the MS-47 Handbook. The Postal Service provided the Union with a copy of its proposed revision on October 19, 1982. As stated in its cover letter, one of the key changes in the proposed revision was:

To assure the staffing and scheduling of custodial employees accurately reflects the needs of each installation, local management shall be responsible for determining how often each custodial function will be performed. This determination will be based on local conditions. The existing frequencies of performance contained in the MS-47 are being removed.

The Union filed an Article 19 grievance over the proposed revision of the MS-47 Handbook. Meanwhile, the parties held several meetings to discuss the proposed revision. At those meetings, Union officials objected strenuously to the complete absence of frequencies, expressing their apprehension that, if setting frequencies was left completely to local management, whenever a budget cut occurred the first function to be cut back would be housekeeping. The Union also expressed its concern that if local management had unfettered discretion as to how often the facility must be cleaned, the Postal Service's Article 14 obligation to maintain a clean and healthy workplace would not be met.

In response to the Union's objections, the Postal Service drafted the provision in Section 415 on frequency of performance and proposed a frequency range for each task. The parties negotiated the frequency ranges where there was a difference of opinion. On April 20, 1983, the parties reached final agreement on a revision of the MS-47 Handbook, and the Union withdrew its Article 19 grievance.

Jim Lingberg, who attended the 1982-1983 meetings on the revision of the MS-47 Handbook as National Representative At Large for the Maintenance Division of the APWU, testified that the Union also expressed concern about upper level management dictating cleaning frequencies. He stated that the Postal Service representatives assured the Union that those decisions would be made at the local level. Union-prepared minutes of the initial meeting on October 19, 1982 include the following exchange between Tom Freeman, Assistant Director of the APWU Maintenance Division, and Daniel Kahn, Postal Service Labor Relations representative:

Freeman - What is a satisfactory level of custodial maintenance, refer to part 111.

Kahn - Postmaster determines satisfactory level.

According to Lingberg, there was no disagreement throughout the negotiations that "local management", which has the responsibility to keep a facility clean, would determine the frequency of cleaning, subject to Section 415, and that "local

management" meant the postmaster/manager, not upper level management. Lingberg also testified that Postal Service representatives stated that the "higher level" review (referred to in Section 125) would occur at headquarters level and would be limited to review for accuracy, completeness and to ensure that the most effective cleaning methods were being utilized.

Postal Service representative Kahn stressed that the chief concern expressed by Richard Wevodau, Director of the APWU Maintenance Division and the Union's top representative at the meetings, was that postmasters, with their minds on their budget, would reduce cleaning functions first, and that they often lacked the competence to make appropriate decisions about cleaning frequencies. The Postal Service pointed to portions of both Union-prepared and Postal Service-prepared meeting minutes, which indicate that Wevodau stated:

...by allowing postmaster to change frequency. That will create chaos. Postmaster will do the skimpiest cleaning to stay within the budget or take hours away from maintenance and give them to mail processing.

* * *

Wevodau reiterated that he was violently opposed to the Postal Service allowing the Postmaster to determine frequency.

According to Kahn, both sides understood the reference to "local management" as meaning management below the regional level. If they had meant "postmasters", he added, they would

have said so. He explained that they used the term "local management" because the Postal Service's organizational structure was "pretty fluid" and a "hodgepodge". He insisted that they all knew that postmasters did not have control of the purse strings or authority to come up with funding, so it would have made no sense to give them the final say. Kahn also disagreed that the "higher level" review provided for in Section 125 was limited in scope. On the contrary, he said, the managers exercising that review authority were the persons with the budget authority and expertise that Union representatives Wevodau and Freeman were comfortable working with.

In 1983, the Postal Service's basic organizational structure was as follows:

Headquarters
Region (maintenance mgmt)
District (no maintenance mgmt)
Management Sectional Centers (MSC) (maintenance mgmt)
Sectional Center Facility (maintenance mgmt)
Associate Office (no maintenance mgmt)

The country was divided into five regions, and, according to a Postal Service witness, oversight authority with respect to maintenance management was exercised at the regional level. There was a reorganization in 1986 in which the districts were

replaced by 74 divisions, and maintenance oversight authority was transferred from the regional level to the divisions. After a further reorganization in 1992, the basic structure has been as follows:

Headquarters
Area (maintenance mgmt)
Performance Cluster [or District] (no maintenance mgmt)
Processing & Distribution (maintenance mgmt)
Associate Office (no maintenance mgmt)

The country is divided into ten areas, and maintenance oversight now is located at the area level. Maintenance policies for the Postal Service as a whole have been and are made at headquarters level.

This grievance was triggered when the Union learned that some of the cleaning frequencies in the staffing package requested by the Tulsa, Oklahoma MSC Manager/Postmaster in 1991 were reduced upon review by Oklahoma City Division management. More generally, the Union contends that as part of the Postal Service's nationwide program to reduce the number of custodial employees, initiated in 1993, area level management have established area-wide cleaning frequency standards or "norms", generally at the low end of the frequency ranges set forth in the MS-47 Handbook. The Union presented evidence that local

management has been directed to conform to these norms, and that area teams in the Western Area have been assigned to perform custodial staffing surveys using these area standards, thereby dictating cleaning frequencies to local management.

The Postal Service does not dispute that there are area norms, at least in the Western Area, but it maintains they are based on field studies in the area and are used only as a starting point. According to the Postal Service, departures from those norms can and do occur when justified by special circumstances at a particular facility. The Postal Service points out that after the Tulsa MSC Manager objected to certain cleaning frequency revisions by Oklahoma City Division management, most were changed to her satisfaction.

UNION POSITION

The Union contends that the Postal Service violated the 1983 MS-47 Handbook by dictating cleaning frequencies for various cleaning functions to local postmasters/managers. Under Article 19, the Postal Service is required to adhere strictly to the provisions established in the MS-47 Handbook, and may not make unilateral changes without violating the CBA.

The Union insists that the parties negotiated and agreed that local postmasters/managers would have the final authority to establish cleaning frequencies. Sections 124 and 415 of the Handbook make it absolutely clear that "local management" is responsible for, and has the authority to develop

a custodial staffing package, including the selection of the frequency for performance of cleaning functions. It is also clear from the plain meaning of the term "local management", as well as from the context provided by other provisions of the MS-47 Handbook, such as Sections 111 and 123, and the negotiating history, that the parties were referring to local postmasters/managers. Those are the officials familiar with local conditions at their facility. There is no evidence, the Union asserts, that the parties had any other definition in mind.

The Union points out that Section 415 specifies that "Regional Maintenance Management approval" is required if local management selects cleaning frequencies below the ranges set forth in the MS-47 Handbook. Section 125, in contrast, refers to higher level "review" of staffing levels, but does not provide for approval or adjustment of frequencies determined by local management, provided they are not below the ranges in the MS-47 Handbook. As Union witness Lingberg testified, without contradiction, the Postal Service stated during the 1982-1983 meetings on the new MS-47 Handbook that the only purpose of this review -- which was to occur at headquarters level -- was to check for accuracy, completeness and utilization of the most effective cleaning methods.

The Union maintains that dictation by higher level management of certain frequencies within the ranges set out in the MS-47 Handbook effectively eradicates the range of frequencies itself, and reestablishes the practice of imposing a list of cleaning frequencies that must be used by local

postmasters/managers as had been set out in the 1974 MS-47 Handbook. Local postmasters/managers have been completely deprived of the power to determine frequencies for cleaning functions in their facilities. Instead, they have been required to follow area management standards, regardless of whether they consider those frequencies to be adequate to their particular local needs. The Union insists that this action by the Postal Service clearly violates provisions in the MS-47 Handbook, including Sections 111, 123 and 124.

The Union contends that these unilateral modifications to the MS-47 Handbook imposed by the Postal Service have an adverse impact on: the number of bargaining unit employees performing custodial functions; the job security of incumbents of cleaning positions; the amount of effort required by those employees remaining to perform the work; and the ability of local managers to resolve Article 14 grievances.

POSTAL SERVICE POSITION

The Postal Service contends that the 1983 MS-47 Handbook clearly provides that initial cleaning frequency determinations are to be made by members of local maintenance management, and not by postmasters. The Postal Service stresses that Sections 231 and 243(j) specify that maintenance management familiar with custodial work must complete Form 4839 (Custodial Scheduling Worksheet) and that portion of Form 4852 (Workload Analysis and Summary) which relates to cleaning frequencies. Thus, while the postmaster/manager has the overall

responsibility under Section 111 to assure that custodial maintenance is sustained at a satisfactory level, the actual determination of cleaning frequencies is to be made by local maintenance management.

The Postal Service asserts that the term "local management" was used, rather than a more specific designation, because the organizational structure was fluid and varied somewhat. What is clear from the negotiating history is that the parties -- in particular the Union -- did not want postmasters to have the authority to determine cleaning frequencies. Postmasters simply do not have the capability to make such determinations.

The Postal Service further contends that the MS-47 Handbook contains several broad grants of review authority over initial cleaning frequency determinations, including Sections 121 and 125. Section 113 further provides: "It is incumbent upon all levels of management to assure the use of the most cost effective methods, including mechanized equipment, for the performance of all custodial functions."

The Postal Service stresses that this review procedure is not only provided for in the MS-47 Handbook, but also in the Administrative Support Manual (ASM). In 1992, when this grievance was filed, ASM Section 531.711 provided:

Authorizations. Either Headquarters or the Field Division authorizes custodial and building maintenance positions and staffing

allowances, using current staffing criteria in appropriate maintenance handbooks.

Reflecting the current organizational structure, Section 531.711 now refers to "the area officer" in place of "the Field Division".

Moreover, the Postal Service points out, the staffing approval chain was clearly laid out in a 1991 Maintenance Management Order, MMO-21-91, which was issued to the field as a pre-arbitration settlement with the APWU. MMO-21-91 is a Maintenance Staffing Guide for All Mechanized Offices -- which includes the Tulsa facility where this grievance originated. It provides that custodial staffing is to be determined, using the MS-47 Handbook, by maintenance management at the Processing & Distribution Center (P&DC) level, and that staffing then is to be incorporated into the overall maintenance staffing package. After approval by the postmaster/manager at the plant-level, Section 1 of MMO-21-91 provides:

The completed staffing package should be forwarded through appropriate channels to the Field Division General Manager/Postmaster for final review and approval.

The Postal Service does not dispute that at times higher level reviews do result in a change of frequencies. It notes, however, that the postmaster/manager is afforded the opportunity to question any changes, and further adjustments then may be made -- as occurred in Tulsa in 1991. The Postal Service stresses that it would be unable to manage effectively

if, as the Union claims, a postmaster's frequency selections could not be reviewed, except to check for accuracy, completion and correctness of method. Indeed, if the Union's position were correct, that would result in an anomalous situation where, if a postmaster decided to use the minimum frequencies and this was inadequate to keep the facility clean, the Union could challenge the Postal Service's compliance with Article 14, but higher level management could not otherwise correct the situation.

The Postal Service also insists that it does not "dictate" cleaning frequencies in violation of the MS-47 Handbook.² The Postal Service maintains that the Western Area norms cited by the Union were designed to "normalize the frequencies", so as to best fit the needs of the Postal Service. The norms were developed by maintenance managers with extensive experience in custodial cleaning and staffing, as well as knowledge of the local conditions in the Western Area. The norms are not mandates, the Postal Service insists, but starting points used by area teams to prepare staffing packages after consultation with facility management officials. A review of almost 20,000 entries from various randomly selected Western Area facilities, conducted in response to the Union's

² At the hearing, the Postal Service had raised an objection to the Union expanding the scope of the present grievance to include this issue, citing two subsequent grievances in which the Union raised this as an interpretive issue. In its post-hearing brief, the Postal Service made reference to the two other grievances, but did not continue to press its earlier procedural objection. Both parties presented substantial evidence on this issue, primarily in the context of the Western Area.

allegations, shows that 20-22% of the performance frequencies differed from the area norms.

FINDINGS

Determining the frequency with which various cleaning and maintenance functions must be performed is central to application of the MS-47 Handbook. It is the key determination that requires exercise of management judgment. When the parties agreed to the 1983 MS-47 Handbook, they assigned this determination to be made by local management, within specified ranges, and subject to review by higher levels of authority. This is clear from a reading of Sections 111, 123, 124, 415 and 125.

I am not persuaded that the term "local management" used in Sections 124 and 415 is synonymous with "postmaster/manager of a postal facility" used in Section 111. The parties, in agreeing to the provisions of the MS-47 Handbook, recognized that, while the postmaster/manager has overall responsibility for assuring "custodial maintenance is sustained at a satisfactory level" [Section 111], frequency evaluations require the expertise of "maintenance management familiar with scheduling custodial duties/custodial work" [Sections 231 and 243(j)]. "Local management" in this context reasonably encompasses both the postmaster/manager and local maintenance management. Postmasters/managers may sign off on the staffing packages sent to higher levels of authority for review, but necessarily they must rely not just on the technical knowledge

of local maintenance managers, but also on their judgment and experience in setting cleaning frequencies to attain the desired level of cleanliness in facilities they are familiar with.

When the parties discussed and agreed to the 1983 MS-47 Handbook at issue, local maintenance management was located at Management Sectional Centers (MSCs) and Sectional Center Facilities (SCFs). The next higher level of maintenance management was at the regional level. The entire country was divided into only five regions, and there is no logical or other convincing basis to conclude maintenance management at that level was "local". This is consistent with testimony of Postal Service Labor Relations representative Kahn that both parties at the time understood the term "local management" to mean "management below the regional level".

The MS-47 Handbook provides for local management to determine the cleaning frequencies necessary to maintain a clean, safe and healthful working environment, taking into consideration relevant local conditions. Local management was not given unlimited discretion, however. At the Union's insistence, frequency ranges for all the various tasks were established as part of the MS-47 Handbook. Except to the limited extent set forth in Section 415, local management was required to select frequencies within those established ranges. Under Section 415, local management could only implement frequencies below those ranges on the basis of unusual local conditions and subject to prior approval by regional maintenance management. In addition, the MS-47 Handbook provides that all

staffing levels determined by local management "are subject to review by higher levels of authority" [Section 125].

The term "higher levels of authority" in Section 125 is broad enough to encompass all levels of management above whatever level constitutes local management at a particular facility. While that includes national headquarters, I am not persuaded -- either by the text of the MS-47 Handbook or the extrinsic evidence -- that it does not also encompass other intervening levels, including regions and, in later reorganizations, divisions and areas. Indeed, that is supported by the specific requirement in Section 415 that then regional management approve use of frequencies below the established ranges.

Less clear is what is meant by "subject to review" in Section 125. The Union asserts that such review is limited to ensuring that the staffing packages are accurate and complete, and that they are based on utilization of the most effective cleaning methods and equipment. Union witness Lingberg testified that this was the Postal Service's position in the discussions preceding adoption of the 1983 MS-47 Handbook, but Postal Service witness Kahn disagreed that the parties intended or understood the "review" authority to be so narrow. The meeting minutes in the record -- which are not complete -- do not reflect any discussion on this issue. In a large, nationwide hierarchical organization like the Postal Service, the limited scope of review asserted by the Union seems anomalous, and there is no language specifying such a limited

scope of review in the MS-47 Handbook.³ Moreover, while the Union now evidently sees local management as the greater champion of more frequent cleaning, that hardly was the case when the parties were discussing revisions to the MS-47 Handbook in 1982-1983.

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.

Two Postal Service witnesses, Carl Sumner and Ray Cox, had experience reviewing staffing packages prepared under the 1983 MS-47 Handbook, first at the regional level and then at the division level, in the period prior to this grievance. Their testimony indicates that on occasion they adjusted or changed frequencies, sometimes because of information they had which had not been considered when the package was put together or because the frequencies prepared by local management were at the high or low end of the ranges specified in the MS-47 Handbook without apparent justification. These witnesses stated that they would meet with the postmaster/manager to explain why they were making

³ It is true that Section 415 refers to "approval", whereas Section 125 refers to "review". Section 415, however, requires "prior ... approval" before frequencies below the specified ranges may be implemented, whereas staffing packages within the specified ranges apparently can be implemented, "subject to review".

adjustments. If the postmaster/manager disagreed with the change, they would "negotiate". Moreover, during the years in which maintenance management oversight authority was exercised at the division level, reviewing officials at the 74 division offices frequently had direct knowledge of the facilities whose packages they were reviewing, so that the distinction between higher level management and "local management" was blurred.

That sort of review, which did not involve use of rigid templates and which took local conditions into account, seems consistent with the MSC-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.

Within this analytic framework, there is insufficient evidence to conclude that the changes ultimately made to the 1991 staffing package prepared by the Tulsa MSC management and reviewed by Oklahoma City Division maintenance management violated the MSC-47 Handbook. While the record is quite limited, the process provided for in the MSC-47 Handbook seems to have been followed, and due consideration seems to have been afforded to Tulsa management's judgments as to the needed frequencies. While the initial staffing package submitted by Tulsa was not accepted in its entirety, final changes were made only after further consultation with Tulsa management and additional accommodation to its views. There is no evidence

that Division-level management, which appears to have had direct knowledge of conditions at Tulsa, was applying a prescribed set of standards, rather than making an appropriately individualized review taking into account relevant local factors.

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".

In 1992, the Postal Service underwent a major reorganization. Processing & Distribution Centers replaced the MSCs and the SCFs. Local maintenance management was placed at the P&DC level. The 74 divisions were eliminated and the country was divided into ten areas. Higher level maintenance management now is at the area and headquarters level. Obviously, area management is more remote from local facilities than was division management. In that respect, the areas are much more similar to the five regions that existed when the 1983 MS-47 Handbook was issued.

On November 30, 1993, Peter A. Jacobson at Postal Service headquarters sent a memorandum to Postmaster General Runyan on Reduction of Custodial Employees, which states in part:

As we have discussed in the past, it is our intention to effect a reduction of custodial employees by 3,200 in both Processing and Distribution and Customer Service and Sales

facilities. This is based on a 20 percent target of an AP 10, FY '92 staffing level of 15,997. We intend to achieve this reduction without any losses in the cleanliness and safety of our facilities.

Since these are craft positions, the reductions must be achieved while following certain staffing criteria established with the maintenance division of the American Postal Workers Union (APWU). The existing staffing methodology for custodial positions requires the application of specific time standards and variable cleaning frequencies contained in Maintenance Handbook MS-47, Housekeeping Postal Facilities....

We are currently developing revisions to MS-47 in the areas of task identification, frequency determination and time standards, and intend to deliver them to the APWU by December in compliance with Article 19 of the National Agreement. While revisions must be made to our existing standards in order to achieve our targeted reductions, we feel that we can achieve at least half of them with more stringent application of our existing standards.

Last year's retirements along with a decrease in maintenance supervisors resulted in a reduction in the number of staff skilled in custodial staffing surveys. To address this loss in expertise, we developed a training course in staffing techniques and trained 20 supervisors at the Technical Training Center in late August. These will be supplemented by additional staff early next calendar year and will serve as our area staffing survey teams....

All Processing and Distribution Centers and Facilities (350) will be surveyed by May 15,

1994. All large Customer Service and Sales Facilities (150) will be surveyed by July 31, 1994. Additional reductions will be attained through staffing surveys of smaller offices that employ one custodian and part time custodians....

On December 29, 1993 Western Area management issued a memorandum to the field,⁴ stating in part:

The Area Offices have been tasked to assist the field in optimizing resource utilization within the building services function and provide consistency to the LDC 38 staffing process.

To accomplish this we have formed two teams that will be performing building services staffing reviews at all P&DCs and maintenance capable customer service offices. Our teams will also perform staffing reviews at select stations and branches. These reviews will be completed by July 31, 1994, and the findings of these reviews will become the LDC 38 complement cap for the respective facilities.

* * *

We have attached a review schedule and a list of documentation and resources required to accomplish the LDC 38 review of your facilities. We further request that the maintenance management employee who has primary responsibility for establishing LDC 38 staffing at your facility, assist our review team. This will provide us with the

⁴ It is unclear whether similar action was taken in other areas. The evidence in this case focused on the Western Area.

local information needed to accomplish an accurate staffing package and allow our team to train the employee responsible for this task.

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 -- formally referred to as "Western Area Optimization LDC 38 Normalization Standards -- consist of specific frequencies for each cleaning task. The norms are within the MS-47 Handbook ranges, but, as the Union stresses, usually at the lower end. A May 24, 1994 memorandum from the Field Maintenance Manager at the Albuquerque, New Mexico P&DC to the Postmaster in Edgewood, New Mexico, a small facility where custodial work evidently is subcontracted, is illuminating. It states in part:

During the week of January 10th, members of the Western Area MS-47 Staffing Team visited and provided us with new directives to follow when determining the workhours allowed any facility for job cleaners.

The MS-47, "Housekeeping Postal Facilities," assigns frequency ranges for cleaning tasks. Previously, when we computed hours for a facility we took into consideration such things as how local conditions might affect a facility and assigned the frequencies accordingly, staying in compliance with the MS-47.

As of January 13th, we no longer have that option. We have been provided with the frequencies we must use. Dennis Massard,

Manager Maintenance Support in Denver, heads the Western Area Staffing Team. Mr. Massard has emphasized these directives are to be nationwide and we are not being singled out for hour reductions.

* * *

As Station Manager, you may know of circumstances where the listed frequencies will not be sufficient. In that case, you will be required to furnish us written justification for a deviation to the listed frequencies. The approval of deviations to the 4852 must come from this office before the package is submitted to the Procurement Service Center. Their job is to complete the contract and should not be involved with determination of hours.

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, rather than by higher level policy determinations to apply area-wide norms as part of a national effort to reduce custodial staff. A Maintenance Operations Support Clerk in the Phoenix P&DC, who does the staffing surveys for the Phoenix district and associate post offices, testified that her manager gave her a copy of the Western Area norms in 1994 and told her to redo the staffing packages she had done before to conform to those standards, which lowered a lot of frequencies. Her manager claimed these norms were just used as starting points, but did not otherwise dispute her testimony.

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.

The Postal Service's claim that these area norms are merely starting points seems a mischaracterization. While deviations are not totally excluded, local management is required to provide a justification for any requested deviation. More importantly, the record as a whole suggests that such requests are not likely to be welcomed, and that local

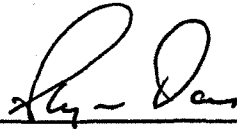
management will be reluctant to make them in the face of pressure to conform to the area norms.

Even accepting the Postal Service's claim that the area norms were developed by experienced maintenance managers familiar with the many different conditions in the area, and that some degree of variation from those norms exists -- for one reason or another -- in as many as 20-22% of the thousands of frequencies in the Western Area, this procedure for determining staffing levels clearly is not sanctioned by the 1983 MS-47 Handbook.

This is not to say that higher level management is precluded from such activities as developing training programs or materials designed to assist local management in preparing staffing packages or from issuing directives that local management seek the most efficient staffing consistent with its commitment to maintain a clean and healthful working environment. Higher levels of management may not, however, displace local management in developing staffing packages within the ranges set out in the MS-47 Handbook or dictate specific frequencies to be plugged into those packages. Moreover, so long as that Handbook remains in effect, higher levels of management must exercise their review authority consistent with the MS-47 Handbook's emphasis on the exercise of local judgment and responsibility.

AWARD

The grievance is resolved on the basis set forth in the above Findings. The Postal Service is directed to adhere to the requirements of the MS-47 Handbook consistent with those Findings.

A handwritten signature in cursive script, appearing to read 'Shyam Das', is written above a horizontal line.

Shyam Das, Arbitrator

UNITED STATES POSTAL SERVICE

NATIONAL AWA

Washington, DC 20260

LOST

DATE: June 10, 1981
OUR REF: LR320:AJJohnson:ltd

SUBJECT: National Arbitrator Gamser
Award A8-NA-375

JUN 10 11 45 AM '81
NEW YORK, N.Y. 10008

JUN 27 1981

10.

Distribution List


You should be aware of the attached national award issued by Arbitrator Gamser on June 1, 1981, involving whether the Maintenance Handbook (MS-47) sets mandatory staffing criteria and cleaning frequencies, or provides flexible guidelines for management to determine local requirements.

The Union alleged that the MS-47 is an integral part of the National Agreement and could only be modified through the provisions of Article XIX and that locally implemented changes in frequencies or substitution of "policing" for actual cleaning violated established MS-47 criteria.

Management argued that the Handbook was designed as a supervisory guide to meet custodial responsibilities and that Article III, preserving Management's Rights to staff operations, assign duties and determine methods of operation, was not modified in any way by the provisions of the MS-47. The Postal Service maintained that the MS-47 "permitted changes in frequencies as long as the facility maintained a satisfactory level of cleanliness."

Arbitrator Gamser examined specific handbook language for time allowed for specific tasks and frequencies of performing these tasks. He contrasted this language with the USPS objective of providing a "satisfactory level of cleanliness."

In sustaining the Union's position the arbitrator ruled that Postal Service forms or bulletin instructions in conflict with the standards and criteria in the MS-47 are to be rescinded or modified to conform with the MS-47. Modifications to the MS-47 must be accomplished in accordance with Article XIX.



Sherry S. Barber
General Manager
Arbitration Division
Office of Grievance and Arbitration
Labor Relations Department

Attachment

UNITED STATES POSTAL SERVICE
NORTHEAST REGIONAL OFFICE

New York, NY 10098

DATE: June 18, 1981

OUR REF. NE221:PVTartaglia:ps:0221

SUBJECT:

• NE430

TO:

Attached please find a copy of a recently issued National interpretative Arbitration Award dated June 1, 1981 wherein the Arbitrator upheld the APWU's argument that the criteria (i.e., frequencies and levels of performance) set forth in Maintenance Handbook MS-47 could not be unilaterally rescinded or modified by the USPS without first complying with its obligation under Article 19 of the National Agreement.

You will note, that while the Arbitrator has reinforced the right of management to alter, rescind or modify its handbooks, manuals or regulations, it must first take the necessary steps to consult and review the changes with the Unions following the accepted procedures utilized in conjunction with Article 19 at the National level.

Please inform field Maintenance Managers at the appropriate time of this award and impress upon them the need to strictly comply with existing criteria as contained in various maintenance handbooks and manuals.

A copy of this letter has been provided as information to all Regional Directors as the concept of modifying and revising manuals and handbooks is equally applicable to all Postal functions.


James G. Merrill
General Manager
Labor Relations Division

Attachment

cc: Regional Directors - w/att.
District Directors of E & LR - w/att.
NYI & BMC Director of E & LR - w/att.
Regional Labor Relations Staff - w/att.

In the Matter of Arbitration between	:	
AMERICAN POSTAL WORKERS UNION, AFL-CIO	:	Arbitration Case No.
	:	A8-NA-0375
and	:	(Washington, D.C.)
UNITED STATES POSTAL SERVICE	:	
	:	<u>OPINION AND AWARD</u>
	:	= =

Appearances:

For the Employer - Howard J. Kaufman, Esq.

For the APWU - O'Donnell & Schwartz
 by: Asher W. Schwartz, Esq.
 Darryl J. Anderson, Esq.

Background:

Pursuant to the provisions of the current collective bargaining agreement between the above-captioned parties, this case was duly noticed for arbitration. At the opening of the hearing, the parties agreed that the case had been properly processed through the requisite steps of the grievance procedure and was before the arbitrator for final and binding disposition.

THE ISSUE:

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 contended 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. In order to implement such departures from the custodial manpower needs as they are established by the formulae, the time standards, and the time frequencies to be found in this Handbook, the Union contended that the Employer had to comply with the provisions of Article XIX which spell out how such changes may be made.

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. Management is not directed by any provisions of the Handbook not to vary the frequencies of cleaning, how cleaning will be carried out, what will be cleaned and by whom it will be cleaned. Management pointed out that it reserves the right to manage in Article III of the Agreement. It makes assignments and reassignments pursuant to Article VII of the Agreement, and the right to excess certain employees in the Maintenance Craft is covered in Article XXXVIII of the Agreement. As long as management maintains a satisfactory level of cleanliness, management has the right to change forms, formulae, frequencies of cleaning as set forth in the Handbook without such guidance imposing a staffing level which cannot be changed.

STATEMENT OF THE CASE:

The specific issue raised by this grievance is well summarized in the exchange of correspondence which attended the filing of this national level grievance on October 17, 1979. The then General President of the APWU wrote to the Postal Service in part as follows:

"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."

The position of the USPS is stated in a January 29, 1980 letter regarding this grievance:

"It is our position that the MS-47 Handbook sets forth guidelines rather than strict criteria where the frequency of cleaning is concerned. This provides necessary flexibility to clean when needed, or to police when this action is sufficient to maintain compliance with safety and health provisions. While the frequency of cleaning may vary, there are minimum times (criteria) which have been established for the performance of specific cleaning tasks."

OPINION OF THE ARBITRATOR:

Article XIX of the Agreement provides as follows:

Article XIX

HANDBOOKS AND MANUALS

Those parts of all handbooks, manuals and published regulations of the Postal Service that directly relate to wages, hours or working conditions as they apply to employees covered by this Agreement, shall contain nothing that conflicts with Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement, and that are fair, reasonable and equitable. This includes but is not limited to, the Postal Service Manual and the F-21 Timekeeper's Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Unions at the national level at least thirty(30)days prior to issuance. At the request of the Unions, the parties shall meet concerning such changes. If the Unions, after the meeting, believe the proposed changes violate the National Agreement (including this Article), they may submit the issue to arbitration in accordance with the arbitration procedure within thirty (30) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement shall be furnished the Unions upon issuance.

What the Union repeatedly asserted, during the process of this grievance in arbitration, was that it did not allege that it had the right to tell the USPS that a certain function had to be performed. That was a management decision, but when management did decide how much cleaning was to be done and how long each act of cleaning is to take, any material changes in these decisions are of concern to it. As the Union alleged, when management varied the amount of cleaning to be done or the time each facet of the cleaning operation was to take, it impacted upon the number of people who would be required to perform the cleaning functions, the job security of incumbents in those cleaning positions, and the amount of effort which would be required of those remaining to do the work at hand.

In effect, and in response to USPS arguments, the Union claimed that Article XIX requires adherence to the specifics contained in the MS-47 Handbook including the staffing criteria established therein. The criteria to which the Union made specific reference and to which it devoted the major portion of the testimony which it adduced were frequency of performance and unit of performance standards.

In reply to this grievance quoted above and in other correspondence contained in this record, the Postal Service conceded that it was bound by the unit of performance standards as they were established in the MS-47 Handbook.

In a number of regional instructions sent to responsible maintenance officials, the USPS typically stated: "Per the MS-47 Handbook, management does have the right to change frequencies; however, the time allotment for each cleaning task as provided for in the MS-47 must be honored." (Underlining contained in the original).

The question therefore in issue now appears to be whether the USPS is complying with the MS-47 Handbook, as such compliance is required pursuant to Article XIX, when local management has unilaterally changed frequencies or substituted policing for actual cleaning operations. The evidence indicates this has been done, as reflected on Forms 4852 and 4864, departing from criteria in the MS-47, employed in certain regions. There does not appear to be a contention on the part of the USPS that adherence to the Handbook's criteria in this area would not be required of the Service if frequency of performance alterations, impacting upon conditions of employment, were not countenanced by the text in the Handbook.

The APWU argued that in numerous management bulletins and correspondence there were references made to the standards in the Handbook being regarded as criteria without a distinction between frequencies and units of performance. The Postal Service pointed out that the purpose of the Handbook, as they maintained, was only to provide guidelines for management. It was the USPS position that the Handbook permitted changes in frequencies as long as the facility maintained a "satisfactor level of cleanliness", as the MS-47 requires.

The USPS emphasized in its presentation that management had to be allowed flexibility in determining the staffing which would be required, the frequencies necessary, and when policing could be substituted for cleaning, depended on changing circumstances which might present themselves at any facility in a region. The Postal Service contended that the terms of the MS-47 contemplated that staffing "will be subject to modification based upon local experience."

More specifically, as to the language of the Handbook, the Service made references to the following in Part One:

Section 1.13:

Local conditions (climate, weather, activity, volume, type of construction, etc.) may provide a legitimate basis for exceptions to the methods, materials, equipment or frequencies, specified herein. Local management must exercise its judgement and authorize only such exceptions as are not inconsistent with good housekeeping practices and do not violate the collective bargaining agreement.

To this argument, the Union replied that in the more specific provisions of the Handbook relating to the actual maintenance practices which are to be followed, found in Parts II and III of the Handbook, as well as in the instructions which have been issued to the field, the frequencies referenced in the Handbook are regarded as minimums, and only increases in such frequencies are countenanced by these latter provisions.

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. The Form 4852 is held out to be a form "which is designed to permit calculation of WEEKLY building cleaning manhour requirements in smaller buildings." Form 1627, the form on which daily assignments are recorded, provides the basis for the workload figures on Form 4864. The other forms which are described and whose use is required also provide the input for the calculation of staffing requirements. Part 4 of the Handbook not only describes in detail all the operations entailed in the housekeeping required for various postal facilities but it also establishes the equipment and materials which will be employed; qualifying factors which must be taken into account; performance expected per man day; the unit performer in minutes; and the frequency with which the described tasks shall be performed.

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 the officer in charge at each postal facility or the respon-

sible 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.

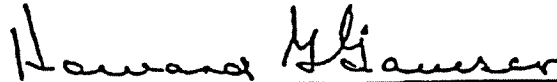
The Postal Service, during the presentation of this case, made reference to new technological discoveries which might materially modify the unit performance standards or the frequencies which might be required. The discovery of a new "miracle" self-cleaning floor or self-waxing floor finish was mentioned. As the Union pointed out, Article XIX does provide for a modification of standards if such were the case. After meeting the notice and consultation requirements of that Article, the USPS could undertake an amendment to the relevant provisions of the Handbook dealing with unit performance standards for floor cleaning and frequencies of cleaning such floors in the Handbook. The new provision could also permit facilities without the new miracle floor to use the old standards. If the Union felt that such changes in the Handbook were not fair, reasonable and equitable, resort to arbitration is provided.

By requiring that the Postal Service adhere to the standards or criteria for unit performance as well as frequencies contained in the MS-47 Handbook, this Arbitrator is not imposing a manning floor or any manning commitment upon the Service in carrying out its maintenance responsibilities. The Service is required to instruct its facilities to employ these unit performance criteria and frequency standards in determining the number of man hours which will be required to perform the tasks at hand. Whether the man hours thus required are filled by employing overtime or by the reassignment of employees from activities in which they might otherwise have been engaged, not prescribed by standards or criteria in some other handbook, manual or published regulation, is a management decision.

For the reasons outlined above, the Arbitrator is of the opinion and must find that the provisions of Article XIX impose upon the Service a duty to abide by the criteria or standards established in the MS-47 Handbook for both unit performance as well as frequencies. The unilateral determination to depart from those standards, and particularly from the minimum frequencies contained in the Handbook, have resulted in violations of Article XIX. Article XIX incorporates by reference these working conditions into the collective bargaining agreement. Such modifications thus unilaterally imposed by management which have an adverse impact upon the tenure of employment or the workload of the employees affected must be rescinded.

A W A R D

This grievance is sustained. Those Postal Service forms or bulletin instructions inconsistent with the standards and criteria contained in Handbook MS-47 are to be rescinded or modified to conform until or unless those provisions of the Handbook are amended in compliance with the requirements of Article XIX.



HOWARD G. GAMSER, ARBITRATOR

Washington, DC
June 1, 1981

UNITED STATES POSTAL SERVICE

NATIONAL AWA

Washington, DC 20260

LOST

DATE: June 10, 1981
OUR REF: LR320:AJJohnson:ltd
SUBJECT: National Arbitrator Gamser
Award A8-NA-375

JUN 10 11 45 AM '81
NEW YORK, N.Y. 10008

JUN 27 1981

10.

Distribution List

You should be aware of the attached national award issued by Arbitrator Gamser on June 1, 1981, involving whether the Maintenance Handbook (MS-47) sets mandatory staffing criteria and cleaning frequencies, or provides flexible guidelines for management to determine local requirements.

The Union alleged that the MS-47 is an integral part of the National Agreement and could only be modified through the provisions of Article XIX and that locally implemented changes in frequencies or substitution of "policing" for actual cleaning violated established MS-47 criteria.

Management argued that the Handbook was designed as a supervisory guide to meet custodial responsibilities and that Article III, preserving Management's Rights to staff operations, assign duties and determine methods of operation, was not modified in any way by the provisions of the MS-47. The Postal Service maintained that the MS-47 "permitted changes in frequencies as long as the facility maintained a satisfactory level of cleanliness."

Arbitrator Gamser examined specific handbook language for time allowed for specific tasks and frequencies of performing these tasks. He contrasted this language with the USPS objective of providing a "satisfactory level of cleanliness."

In sustaining the Union's position the arbitrator ruled that Postal Service forms or bulletin instructions in conflict with the standards and criteria in the MS-47 are to be rescinded or modified to conform with the MS-47. Modifications to the MS-47 must be accomplished in accordance with Article XIX.

Sherry S. Barber

Sherry S. Barber
General Manager
Arbitration Division
Office of Grievance and Arbitration
Labor Relations Department

Attachment

UNITED STATES POSTAL SERVICE
NORTHEAST REGIONAL OFFICE

New York, NY 10098

DATE: June 18, 1981

OUR REF. NE221:PVTartaglia:ps:0221

SUBJECT:

• NE430

TO:

Attached please find a copy of a recently issued National interpretative Arbitration Award dated June 1, 1981 wherein the Arbitrator upheld the APWU's argument that the criteria (i.e., frequencies and levels of performance) set forth in Maintenance Handbook MS-47 could not be unilaterally rescinded or modified by the USPS without first complying with its obligation under Article 19 of the National Agreement.

You will note, that while the Arbitrator has reinforced the right of management to alter, rescind or modify its handbooks, manuals or regulations, it must first take the necessary steps to consult and review the changes with the Unions following the accepted procedures utilized in conjunction with Article 19 at the National level.

Please inform field Maintenance Managers at the appropriate time of this award and impress upon them the need to strictly comply with existing criteria as contained in various maintenance handbooks and manuals.

A copy of this letter has been provided as information to all Regional Directors as the concept of modifying and revising manuals and handbooks is equally applicable to all Postal functions.


James G. Merrill
General Manager
Labor Relations Division

Attachment

cc: Regional Directors - w/att.
District Directors of E & LR - w/att.
NYI & BMC Director of E & LR - w/att.
Regional Labor Relations Staff - w/att.

In the Matter of Arbitration between	:	
AMERICAN POSTAL WORKERS UNION, AFL-CIO	:	Arbitration Case No.
	:	A8-NA-0375
and	:	(Washington, D.C.)
UNITED STATES POSTAL SERVICE	:	
	:	<u>OPINION AND AWARD</u>
	:	= =

Appearances:

For the Employer - Howard J. Kaufman, Esq.

For the APWU - O'Donnell & Schwartz
 by: Asher W. Schwartz, Esq.
 Darryl J. Anderson, Esq.

Background:

Pursuant to the provisions of the current collective bargaining agreement between the above-captioned parties, this case was duly noticed for arbitration. At the opening of the hearing, the parties agreed that the case had been properly processed through the requisite steps of the grievance procedure and was before the arbitrator for final and binding disposition.

THE ISSUE:

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 contended 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. In order to implement such departures from the custodial manpower needs as they are established by the formulae, the time standards, and the time frequencies to be found in this Handbook, the Union contended that the Employer had to comply with the provisions of Article XIX which spell out how such changes may be made.

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. Management is not directed by any provisions of the Handbook not to vary the frequencies of cleaning, how cleaning will be carried out, what will be cleaned and by whom it will be cleaned. Management pointed out that it reserves the right to manage in Article III of the Agreement. It makes assignments and reassignments pursuant to Article VII of the Agreement, and the right to excess certain employees in the Maintenance Craft is covered in Article XXXVIII of the Agreement. As long as management maintains a satisfactory level of cleanliness, management has the right to change forms, formulae, frequencies of cleaning as set forth in the Handbook without such guidance imposing a staffing level which cannot be changed.

STATEMENT OF THE CASE:

The specific issue raised by this grievance is well summarized in the exchange of correspondence which attended the filing of this national level grievance on October 17, 1979. The then General President of the APWU wrote to the Postal Service in part as follows:

"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."

The position of the USPS is stated in a January 29, 1980 letter regarding this grievance:

"It is our position that the MS-47 Handbook sets forth guidelines rather than strict criteria where the frequency of cleaning is concerned. This provides necessary flexibility to clean when needed, or to police when this action is sufficient to maintain compliance with safety and health provisions. While the frequency of cleaning may vary, there are minimum times (criteria) which have been established for the performance of specific cleaning tasks."

OPINION OF THE ARBITRATOR:

Article XIX of the Agreement provides as follows:

Article XIX

HANDBOOKS AND MANUALS

Those parts of all handbooks, manuals and published regulations of the Postal Service that directly relate to wages, hours or working conditions as they apply to employees covered by this Agreement, shall contain nothing that conflicts with Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement, and that are fair, reasonable and equitable. This includes but is not limited to, the Postal Service Manual and the F-21 Timekeeper's Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Unions at the national level at least thirty(30)days prior to issuance. At the request of the Unions, the parties shall meet concerning such changes. If the Unions, after the meeting, believe the proposed changes violate the National Agreement (including this Article), they may submit the issue to arbitration in accordance with the arbitration procedure within thirty (30) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement shall be furnished the Unions upon issuance.

What the Union repeatedly asserted, during the process of this grievance in arbitration, was that it did not allege that it had the right to tell the USPS that a certain function had to be performed. That was a management decision, but when management did decide how much cleaning was to be done and how long each act of cleaning is to take, any material changes in these decisions are of concern to it. As the Union alleged, when management varied the amount of cleaning to be done or the time each facet of the cleaning operation was to take, it impacted upon the number of people who would be required to perform the cleaning functions, the job security of incumbents in those cleaning positions, and the amount of effort which would be required of those remaining to do the work at hand.

In effect, and in response to USPS arguments, the Union claimed that Article XIX requires adherence to the specifics contained in the MS-47 Handbook including the staffing criteria established therein. The criteria to which the Union made specific reference and to which it devoted the major portion of the testimony which it adduced were frequency of performance and unit of performance standards.

In reply to this grievance quoted above and in other correspondence contained in this record, the Postal Service conceded that it was bound by the unit of performance standards as they were established in the MS-47 Handbook.

In a number of regional instructions sent to responsible maintenance officials, the USPS typically stated: "Per the MS-47 Handbook, management does have the right to change frequencies; however, the time allotment for each cleaning task as provided for in the MS-47 must be honored." (Underlining contained in the original).

The question therefore in issue now appears to be whether the USPS is complying with the MS-47 Handbook, as such compliance is required pursuant to Article XIX, when local management has unilaterally changed frequencies or substituted policing for actual cleaning operations. The evidence indicates this has been done, as reflected on Forms 4852 and 4864, departing from criteria in the MS-47, employed in certain regions. There does not appear to be a contention on the part of the USPS that adherence to the Handbook's criteria in this area would not be required of the Service if frequency of performance alterations, impacting upon conditions of employment, were not countenanced by the text in the Handbook.

The APWU argued that in numerous management bulletins and correspondence there were references made to the standards in the Handbook being regarded as criteria without a distinction between frequencies and units of performance. The Postal Service pointed out that the purpose of the Handbook, as they maintained, was only to provide guidelines for management. It was the USPS position that the Handbook permitted changes in frequencies as long as the facility maintained a "satisfactor level of cleanliness", as the MS-47 requires.

The USPS emphasized in its presentation that management had to be allowed flexibility in determining the staffing which would be required, the frequencies necessary, and when policing could be substituted for cleaning, depended on changing circumstances which might present themselves at any facility in a region. The Postal Service contended that the terms of the MS-47 contemplated that staffing "will be subject to modification based upon local experience."

More specifically, as to the language of the Handbook, the Service made references to the following in Part One:

Section 1.13:

Local conditions (climate, weather, activity, volume, type of construction, etc.) may provide a legitimate basis for exceptions to the methods, materials, equipment or frequencies, specified herein. Local management must exercise its judgement and authorize only such exceptions as are not inconsistent with good housekeeping practices and do not violate the collective bargaining agreement.

To this argument, the Union replied that in the more specific provisions of the Handbook relating to the actual maintenance practices which are to be followed, found in Parts II and III of the Handbook, as well as in the instructions which have been issued to the field, the frequencies referenced in the Handbook are regarded as minimums, and only increases in such frequencies are countenanced by these latter provisions.

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. The Form 4852 is held out to be a form "which is designed to permit calculation of WEEKLY building cleaning manhour requirements in smaller buildings." Form 1627, the form on which daily assignments are recorded, provides the basis for the workload figures on Form 4864. The other forms which are described and whose use is required also provide the input for the calculation of staffing requirements. Part 4 of the Handbook not only describes in detail all the operations entailed in the housekeeping required for various postal facilities but it also establishes the equipment and materials which will be employed; qualifying factors which must be taken into account; performance expected per man day; the unit performer in minutes; and the frequency with which the described tasks shall be performed.

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 the officer in charge at each postal facility or the respon-

sible 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.

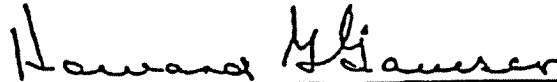
The Postal Service, during the presentation of this case, made reference to new technological discoveries which might materially modify the unit performance standards or the frequencies which might be required. The discovery of a new "miracle" self-cleaning floor or self-waxing floor finish was mentioned. As the Union pointed out, Article XIX does provide for a modification of standards if such were the case. After meeting the notice and consultation requirements of that Article, the USPS could undertake an amendment to the relevant provisions of the Handbook dealing with unit performance standards for floor cleaning and frequencies of cleaning such floors in the Handbook. The new provision could also permit facilities without the new miracle floor to use the old standards. If the Union felt that such changes in the Handbook were not fair, reasonable and equitable, resort to arbitration is provided.

By requiring that the Postal Service adhere to the standards or criteria for unit performance as well as frequencies contained in the MS-47 Handbook, this Arbitrator is not imposing a manning floor or any manning commitment upon the Service in carrying out its maintenance responsibilities. The Service is required to instruct its facilities to employ these unit performance criteria and frequency standards in determining the number of man hours which will be required to perform the tasks at hand. Whether the man hours thus required are filled by employing overtime or by the reassignment of employees from activities in which they might otherwise have been engaged, not prescribed by standards or criteria in some other handbook, manual or published regulation, is a management decision.

For the reasons outlined above, the Arbitrator is of the opinion and must find that the provisions of Article XIX impose upon the Service a duty to abide by the criteria or standards established in the MS-47 Handbook for both unit performance as well as frequencies. The unilateral determination to depart from those standards, and particularly from the minimum frequencies contained in the Handbook, have resulted in violations of Article XIX. Article XIX incorporates by reference these working conditions into the collective bargaining agreement. Such modifications thus unilaterally imposed by management which have an adverse impact upon the tenure of employment or the workload of the employees affected must be rescinded.

A W A R D

This grievance is sustained. Those Postal Service forms or bulletin instructions inconsistent with the standards and criteria contained in Handbook MS-47 are to be rescinded or modified to conform until or unless those provisions of the Handbook are amended in compliance with the requirements of Article XIX.



HOWARD G. GAMSER, ARBITRATOR

Washington, DC
June 1, 1981

Housekeeping Postal Facilities

Maintenance Series Handbook MS-47

U. S. Postal Service
Washington, DC

Housekeeping Postal Facilities
Handbook MS-47

Transmittal Letter 3
June 1, 1983

A. EXPLANATION

The attached document is the complete revision and reissue of MS-47, Housekeeping -- Postal Facilities. It is to be used to assist in determining the realistic custodial staffing level for your facility commensurate with your responsibilities for maintaining a clean, healthy and safe work environment for postal employees and customers.

Paragraph 340 of this handbook, "Scheduling," refers to a national handbook or system by which large offices operate. For Class A offices, it is MS-63, for Class B offices - MS-65, and for BMC's - the Interim BMC Maintenance Staffing Guidelines and Criteria. Instructions for small offices regarding use of the handbook are contained therein.

Staffing remains a three step procedure in which an inventory is taken, frequency of performance is determined, and staffing requirements are developed. It is imperative that the instructions in this handbook be carefully followed in order to complete the staffing package for each of your facilities. In using this revised handbook, a new building inventory must be completed before proceeding to determine frequency of performance and staffing levels. The three step procedure should be reviewed and recalculated at least annually so that required staffing adjustments will be implemented.

B. DISTRIBUTION

1. Initial. Copies of this issue are being initially distributed to all facilities.
2. Additional Copies. Order additional copies from the Maintenance Technical Support Center, P.O. Box 1600, Norman, OK 73070-6708 using Form 1286 (Request for USPS Publications) or Form 7380 (Supply Center Requisition). Headquarters offices order through the Document Control Division.

C. RECISSIONS

All copies of the MS-47 preliminary handbook are hereby cancelled and should be discarded.

D. COMMENTS AND QUESTIONS

Recommendations for improving the guidelines, information and procedures contained in this handbook are solicited from all sources. Anyone wishing to make such recommendations should submit them to:

Director
Maintenance Technical Support Center
P.O. Box 1600
Norman, OK 73070-6708

CONTENTS

FINAL EDITION 1983

CHAPTER 1 INTRODUCTION

110	General	1-1
120	Scope	1-1
130	Cleaning Service Contracts	1-1
140	Determining Staffing Requirements	1-1
150	Scheduling Custodial Personnel	1-2
160	Performance Standards	1-2
170	Safety	1-2
180	Sample Forms	1-2
190	Appendix	1-2

CHAPTER 2 DETERMINING STAFFING REQUIREMENTS

210	Methods of Determining Requirements	2-1
220	Form 4869, Building Inventory	2-1
230	Form 4839, Custodial Scheduling Worksheet	2-3
240	Form 4852, Workload Analysis and Summary	2-3

CHAPTER 3 SCHEDULING CUSTODIAL PERSONNEL

310	Written Work Assignments	3-1
320	Determining Unit Performance Times	3-1
330	Form 4776, Preventive-Custodial Maintenance Route	3-1
340	Scheduling	3-2

CHAPTER 4 PERFORMANCE STANDARDS

410	Performance Standards	4-1
420	Area Cleaning	4-2
430	Component Cleaning	4-22

CHAPTER 5 HOUSEKEEPING INSPECTION

510	General	5-1
520	Inspections	5-1
530	Housekeeping Inspection Form 4851	5-1
540	Reports	5-2

SAMPLE FORMS

Sample 1-1	Completed Form 4869	S-2
1-2	Completed Form 4839	S-3
1-3	Completed Form 4852	S-4
2-1	Completed Form 4869	S-5
2-2	Completed Form 4839	S-6
2-3	Completed Form 4839	S-7
2-4	Completed Form 4852	S-8
3-1	Completed Form 4776	S-9

AMPLE FORMS CONT.

3-2 Completed Form 4776	S-10
3-3 Example Checklist	S-11
4-1 Completed Form 4851	S-12

APPENDIX

Exhibit A Blank Form 4869	A-2
B Blank Form 4839	A-3
C Blank Form 4852	A-4
D Blank Form 4776	A-5
E Blank Form 4851	A-7
F Housekeeping Inspection Techniques	A-8

CHAPTER 1 INTRODUCTION

110 GENERAL

111 It is the responsibility of the postmaster/manager of a postal facility to assure that custodial maintenance is sustained at a satisfactory level. When making staffing determinations, management must make a commitment to maintain a clean and healthful working environment. When determining what, when and how often to clean, this commitment must be the principal concern.

112 This handbook provides procedures for determining staffing and scheduling for the building services maintenance work force. The task of this group includes cleaning and preventive maintenance of the building and grounds that make up the physical plant.

113 While this handbook concerns itself principally with staffing and scheduling, the success of a building services maintenance program also depends on having effective supervision as well as being alert to proven new maintenance products that offer a potential for doing a better job at less cost. It is incumbent upon all levels of management to assure the use of the most cost effective methods, including mechanized equipment, for the performance of all custodial functions.

114 Assurance of a clean facility will be accomplished by performing a quarterly housekeeping inspection. This handbook provides procedures for conducting that inspection.

115 Line supervision has major responsibilities in this program including the training of employees, ensuring effective utilization of the custodial workforce, notifying management of changing workloads or conditions, and enforcing Postal safety policy.

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.

120 SCOPE

121 The contents of this handbook are intended to be used by management to develop the custodial maintenance staffing requirements for all postal facilities where the U.S.P.S. is responsible for such services. In the normal course of events, it is anticipated that the initial input will be supplied by local management during the early stages of planning for facility

activation. This will provide the basis for an initial staffing level which, in turn, will be subject to modification based on local experience. This is an ongoing process subject to periodic review.

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

123 Local conditions such as climate, customer/employee activity, volume, type of construction, and age of building should be considered when establishing the level of staffing required to maintain a specific facility.

124 Local management must exercise its judgement in order to develop a level of staffing that, based on current inventory, will maintain an acceptable level of cleanliness and a safe and healthful working environment for all employees. This shall be consistent with good housekeeping practices and shall not violate the current *National Agreements*.

125 Staffing levels and all custodial functions determined by application of this handbook are subject to review by higher levels of authority.

130 CLEANING SERVICE CONTRACTS

131 Use of cleaning service contracts is governed by the *Administrative Support Manual* and must be in accordance with the current *National Agreements*.

140 DETERMINING STAFFING REQUIREMENTS

141 Chapter 2 of this handbook provides procedures for determining staffing requirements for all postal installations.

142 Staffing is a three step procedure in which an inventory is taken on Form 4869, *Building Inventory*, frequency of performance is developed using Form 4839, *Custodial Scheduling Worksheet* and Chapter 4 of this handbook, and staffing requirements are calculated using Form 4852, *Workload Analysis and Summary*. The Form 4852, which is preprinted with cleaning performance standards, lists the various "Job Requirements" (See Appendix, Exhibit C) which combine to become the total custodial workload. These "Job Requirements" may be an area to be cleaned ("Area Cleaning"), a building component to be cleaned ("Component Cleaning") or some other task that requires custodial workhours.

143 Before staffing requirements can be determined, the following items must be considered:

- a. What must be cleaned.
- b. The size of the area to be cleaned.
- c. The best time to clean a given area.
- d. Weekend cleaning requirements.
- e. The number of times an area is to be cleaned.

144 The items listed in paragraph 143 provide the basic data for determining the actual workload requirements. The most important consideration must be a commitment to maintain a clean and healthful working environment.

145 Instructions for developing the staffing requirements are provided in sequential order. For ease of computations, it is recommended that the steps be followed in the order given. Refer to exhibits, when indicated, as a guide.

150 SCHEDULING CUSTODIAL PERSONNEL

151 Chapter 3 of this handbook provides procedures for scheduling custodial personnel. The time required for a custodial assignment is tabulated by using unit performance standards given in Chapter 4.

0 PERFORMANCE STANDARDS

161 Chapter 4 of this handbook provides:

- a. Duties for each type job.
- b. Equipment & material needed for each type job.
- c. Performance standards per work-day for each type job.
- d. Performance standards for doing one unit of each type job.
- e. Frequency ranges for each type job.

162 The data furnished in Chapter 4 relates to current cleaning methods and materials. Since new methods are always being studied, Chapter 4 is subject to change as new studies are completed and new materials and techniques are adopted.

163 It must be recognized that standards presented in Chapter 4 are based on the reasonable output of an average individual working under normal conditions. Use of these standards is to be limited to the purposes described in this handbook. *They are not to be used for disciplinary action.*

170 SAFETY

171 To ensure the safety of all employees and customers the following minimum precautions must be observed.

- a. Mechanized equipment will only be used by employees trained in its use and authorized to use it.
- b. Wet floor signs must be used when any floor cleaning, wet mopping, or damp mopping activity is being done that may cause unsafe walking conditions.
- c. Access must be blocked to areas where cleaning may cause unsafe conditions. Rope or other suitable material may be used for this purpose.

172 The above are basic safety factors. Managers, supervisors, and employees should refer to the *Maintenance Employee's Guide to Safety* handbook, EL-803, for other safety factors.

180 SAMPLE FORMS

The sample forms section gives examples of various forms used to complete the procedures given in this handbook. The entries on the example forms were chosen to show the various methods and procedures that may be used. The examples were not completed for any specific facility and should not be used as a determination as to what may be best for any individual office.

190 APPENDIX

The appendix contains exhibits which are useful for fulfilling the requirements established by this handbook.

CHAPTER 2

DETERMINING STAFFING REQUIREMENTS

210 REQUIREMENTS

211 The determination of staffing requirements will be a result of conducting the building inventory utilizing Form 4869, preparing the *Custodial Scheduling Worksheet*, Form 4839, and performing the workload analysis utilizing Form 4852.

220 FORM 4869, BUILDING INVENTORY

221 The basic source of data required for completion of staffing forms for buildings and grounds is a complete building inventory. Each area is described by its use (service lobby, postmaster's office, men's toilets, etc.), the type of space (lobby, office, toilet, etc.) and the components of the space (square feet of resilient floors, number of light fixtures, square feet of area, etc.). This inventory is conducted according to the format provided in section 222.

221.1 Building floor plans

a. Layout - Initial plans will require that the maintenance manager obtain the most current copies of the template, block layouts, or architectural drawings of each floor in the building. Scaled layouts of one-eighth inch equals one foot are preferable since they are easier to read and are not too bulky to carry while conducting a building inventory.

b. Verify the scale - If the floor plans will be used to conduct the building inventory it will be necessary to verify the scale indicated in the title block to determine if the scale is accurate. Once the scale is verified, the job may be simplified since room dimensions may be taken directly from the floor plan. The verification procedures can be accomplished by use of an architect's scale which has various graduations, e.g., one-quarter inch equals one foot, etc. Orient the scale to desired graduation, i.e., the scale that compares with the one given in the title block of the plans or drawings. Place the scale on one plan or drawing and check the value listed for one or more building dimensions. If the drawing and scale values agree, room dimensions may be taken directly from the plans. If the two values do not agree, it will be necessary to either secure actual scale drawings, adjust the scale of the drawings, or obtain direct measurement of the areas involved.

c. Review - Review the building floor plans to determine that they are current, accurate, and include all stairways, elevators, escalators, etc. Building alterations or additions must also be included. To accomplish the review, the floor plans must be

taken to the area being inventoried to assure that the plans accurately represent the area.

221.2 Organization - When conducting the inventory a logical sequence should be used such as starting on the top floor of the building and progressing floor by floor down to and including the basement, subbasement, etc.

221.3 Use - The effective management of the custodial work force is dependent upon an accurate determination of the workload in each building. The workload identification provides the information required to plan, schedule, and control the work force. The resources must be made available to achieve the objectives of optimum productivity, minimum cost, and acceptable level of cleaning. To begin this task, it will be necessary to take an accurate inventory of all the space in the building that requires cleaning. This is accomplished by completing Form 4869, *Building Inventory*.

221.4 Measurements - When the areas inventoried are identical to those shown on the floor plan, the required dimensions may be taken from this plan. However, if the configuration of the area is different, measure the area involved, sketch the actual layout and incorporate it into the floor plan.

221.5 Rooms - Compute the floor area of each room by measuring from the normal finish of an interior wall to the opposite interior wall. No adjustment shall be made for columns, alcoves, or other projections.

221.6 Corridors, entrances, and lobbies - Compute the floor area of each corridor, entrance, or lobby by measuring from the finished surface of the walls or partitions that enclose such areas.

221.7 Types of Space - Each area of the building must be classified as one of the following types of space:

- Workroom Toilet
- Office Toilet
- Lunch/Swing Room
- Locker Room
- Workroom
- Office
- Supply Room
- Active Storage Room
- Inactive Storage Room
- Oil Storage Room

Elevator, Freight
 Elevator, Passenger
 Exterior Paved Area
 Exterior Unpaved Area
 Interior Parking and Maneuvering
 Platforms
 Lobby
 Stairway
 Corridor
 Shop
 Janitor's Closet
 Battery Room
 Lookout Gallery

221.8 Components - These are items having similar physical characteristics that permit the items to be grouped together into one classification. Generally, a unit performance factor will be established for each of the various tasks to be done at the time. (e.g., various venetian blinds are grouped as a class and a unit performance factor of 5 minutes was developed for dusting each blind.) This differs from area cleaning in which multiple tasks are done to different elements within that given area. (e.g., office cleaning includes cleaning the ash trays, dusting the furniture, emptying the trash can, etc.) All areas and components requiring cleaning must be included in the building inventory. The following is a *partial* list of items that may be located within the facility and must be included in the building inventory if present:

Light Fixtures
 Carrier Cases
 Venetian Blinds
 Other Cases
 Glass Sq. Ft.
 Floor Types
 Pipes/Ducts

221.9 The following are definitions provided for some of the types of space and inventory items:

- a. **Supply Room** - A room designated specifically for the issuance of tools, parts, and/or supplies, which is staffed on a full time basis over a minimum of one full tour per day.
- b. **Active Storage** - An area utilized for bulk storage and accessed on a daily basis.
- c. **Exterior Glass** - Includes both sides of piece of glass, one of which is exposed to the exterior of the structure, i.e. exposed to the weather.

Interior Glass - Includes both sides of a piece of glass one of which is exposed to the weather. (Note: Glass should be claimed only if it is cleaned as a separate component. Do not claim glass that is cleaned as part of another cleaning task e.g., Cleaning lobby door glass and bulletin board glass in lobbies

is part of lobby cleaning and, therefore, should not be claimed as glass area.)

222 Instructions for completing Form 4869 (See appendix, Exhibit A)

- a. **Location/Facility** - Enter a location that is definitive for the general area covered by this form. (e.g.: 1st Floor Office Tower, Northwest Station, VMF, 2nd Floor Workroom, Main Office, etc.)
- b. **Post Office** - Enter the name of the Main Post Office (City, State, and ZIP Code) having control over this area.
- c. **Date** - Enter the date this form is completed.
- d. **Completed By** - Enter the name of the individual completing this inventory sheet.
- e. **Room/Location** - Enter the room number by which this area is known in the local office. Some areas may not have a room number. In that case enter a general location or leave the space blank.
- f. **Description** - Enter the name by which this room is known in the local office. (e.g.: Postmaster's Office, Stock Room, Women's Toilet, Workroom Operation 010. etc.).
- g. **Type of Space** - All areas must be classified as one of the types of space as defined in paragraph 221.7. Enter this name.
- h. **Sq. Ft. of Area** - Rounding to the nearest whole number, enter the number of square feet of floor space occupied by this area. In some cases an entry other than square feet may be required. In that case, note in the block, the type or unit of measurement used.
- i. **Toilet Fixtures** - Enter the number of toilet fixtures located in that area. "Fixtures" include only showers, lavatories, water closets, urinals and multi-position wash fountains. Do not include sinks in office areas.
- j. **Light Fixtures (Type)** - In the vertical column blanks provided, enter the different types of light fixtures found in the facility. Enter the quantity of each type in the space provided. If more than three types are present, either split a column or utilize the "Misc." column.
- k. **Venetian Blinds** - Enter the number of venetian blinds associated with that area.
- l. **Glass** - Enter the square feet of interior or exterior glass (be sure to count both sides of the glass).
- m. **Cases, Carrier** - Enter the number of cases used by carriers for casing their routes for delivery. Count one case for each

Item 124-C, Standard Carrier Case; Item 144-C, free standing case (wing) and table; or two Item 143-C hinged wing cases. (i.e., The 143-C counts as 1/2 case.)

n. Cases, Other - Enter the number of all cases, except carrier cases, used for mail distribution.

o. Floors Sq. Ft. (Type) - In the blanks provided enter the different types of floor coverings found in the facility. Enter the quantity of each type in the space provided. If more than three types are present, either split a column or utilize the "Misc." column.

p. Misc. - This column is to be utilized for items not specifically listed on the form or for additional types of light fixtures or floor coverings. Note at the top of the column or in the block the component that is listed in the block. This column may also be used for comments or notes.

q. Totals - Total each column to the bottom of the form.

223 Inventory of Exterior Areas

223.1 Exterior areas should be inventoried according to the type covering of the area. (e.g., Unpaved areas may include lawns, hedges, shrubs, etc. Paved areas may include sidewalks, parking/maneuvering area, etc.)

224 The following Sample Inventories are provided:

- a. Sample 1-1 is a complete inventory for a small facility.
- b. Sample 2-1 is a partial inventory for a large facility.

230 Form 4839, CUSTODIAL SCHEDULING WORKSHEET

231 Upon completion of the building inventory, entries must be made on Form 4839 (See Appendix, Exhibit B) to schedule all cleaning assignments that occur more frequently than once a week. In smaller facilities it may be possible to make all the necessary entries on one form. Larger facilities may require one or more forms for each type of space or component to be cleaned. This form must be completed by maintenance management personnel familiar with scheduling custodial duties. If assistance is required for the completion of this form, contact the MSC Manager, Plant Maintenance or the Regional Maintenance Management Division.

232 Instructions for completing Form 4839

232.1 Enter in blocks 1 and 2 (see Fig. 1 and Sample Form 1-2) the Room No. and description of an area as it is identified on the *Building Inventory* Form 4869. (e.g.: Customer Lobby, PM Office, etc.)

232.2 Enter in block 3 under the appropriate day(s) the operation that is being scheduled (e.g.: Clean, Police, Wet Mop,

etc.) These terms should correspond to those as listed in paragraph 242.1. Abbreviations may be used. The frequency of performance should be within the range listed in Chapter 4. (See paragraph 415 for exceptions.)

232.3 Enter in block 4 the tour on which the work is scheduled. If the operation is being done on more than one tour, use a separate line for each tour.

232.4 Enter in block 5 the quantity of the operation being done on the day indicated by the heading. The number entered may be the entire quantity (sq. ft., fixtures, etc.) as indicated on the *Building Inventory*, or it may be a part of inventory, or it may be a part of the quantity.

232.5 If the operation (clean, police, etc.) is being done on only one tour and if the room described in block 2 is the only area of its type (office, toilet, locker room, etc.), add all the no. 5 blocks on the line and put the total in block 6.

232.6 If the operation is done on more than one tour (e.g.: being done on Tour 1 and Tour 3) and/or there is more than one office, more than one locker room, etc., it will be necessary to add the column and put the total in block 7. Then add the No. 7 blocks and put the total in block 8. See Sample 2-2.

232.7 The total figure indicated in block 6 or block 8 now indicates the quantity of this operation that will be done in one week. This total figure will be carried forward to the corresponding line of the weekly quantity, column E on the Form 4852.

232.8 Entries on Sample 1-2 of Form 4839 were taken from Sample 1-1 of *Building Inventory* Form 4869.

232.9 Entries on Sample 2-2 and 2-3 were taken from Sample 2-1 of *Building Inventory* form 4869.

233 As shown by Samples 1-2 and 2-3, it is not necessary to limit the use of a form to one type space. This is a worksheet and may be used in various ways to get a weekly total for each separate operation. *Explanatory notes and/or additional headings should be used on the form where needed. Users are encouraged to use any notation that will help them do a better job.*

240 Form 4852, WORKLOAD ANALYSIS and SUMMARY

241 Form 4852 (See Appendix, Exhibit C) is a preprinted form designed to permit calculation of the building cleaning staffing requirement for all postal facilities.

242 Preprinted on the form are: job requirements (areas or components to be cleaned such as workroom toilets, offices, etc.), operations to be performed (clean, police, etc.), the unit by which different components are measured (Sq. Ft., Fixture,

Housekeeping-Postal Facilities

etc.) and the time, in minutes, required to do the operation on one unit of measure. (e.g.: It takes 4.5 minutes to clean one workroom toilet fixture.)

242.1 Abbreviations used for operations are:

CL-Clean
PL-Police
WM-Wet Mop
VS-Vacuum scrub
DM-Damp mop
INT-Initial Preparation
PERI-Periodic Maintenance
SHAMP-Shampoo
SPOT-Spot Clean
REMOV-Remove

242.2 Abbreviations used for Unit of Measure are:

FX-Fixture
SF-Square Foot
UT-Unit
BL-Venetian Blinds
LF-Linear Foot
EA-Each

243 Completing Form 4852

a. In the heading enter the Post Office, City, State, ZIP Code and Unit covered by this form. These entries should be the same as those entered on the corresponding *Building Inventory*, Form 4869.

b. Enter the gross interior area in the space provided. Be sure to include docks and platforms in this figure. If gross area is unknown, it may be calculated as indicated by Part 2-1102 of Handbook MS-1, *Operation and Maintenance of Real Property*.

c. Enter the total of all paved exterior areas in the space provided.

d. Enter the total of all unpaved exterior areas in the space provided.

e. Entries for column (E) "Weekly Quantity" are obtained from the "Weekly Total" figures on the Form 4839, *Custodial Scheduling Worksheet*.

f. The figure to be entered in column (F) "Weekly Minutes", is obtained by multiplying column (D) times column (E). (Round to the nearest minute.)

g. When all entries have been made in column (F) add the column and enter the total on line 32.

h. Some of the "Job Requirement" items listed in columns (A) and (G) have blanks in their respective "Minutes per sq. ft. or unit" columns. These items have more than one job performance factor (unit performance) for doing the job indicated on the form. Refer to Chapter 4 to obtain the correct performance factor for the job as done in this facility. Enter this factor in the blanks provided.

i. Entries for column (L) are obtained from the total figures on the bottom of the *Building Inventory*, Form 4869.

j. Enter in column (M) the number of times the operation is to be done per year. A member of maintenance management familiar with custodial work must make this evaluation. The operation must be scheduled with sufficient frequency to assure a clean and safe working environment. The frequency of performance should be within the range listed in Chapter 4. (See paragraph 415 for exceptions.)

k. The figure to be entered in column (N), "Annual Minutes", is obtained by multiplying column (K) times column (L) times column (M). (Round to the nearest minute.)

l. In some facilities it may be necessary to use different frequencies for cleaning similar or like components located in different areas within the facility. (e.g.: Light Fixtures.) Extra lines, some preprinted and some blank, have been included on the form to facilitate these entries. If more blank lines are needed, use a blank piece of paper using the same information as appears on the form. Total the extra sheets and make one entry on a blank line of the form. Indicate on the form that the line entry came from a separate sheet.

m. When all entries have been made in column (N), add the column and enter the total on line 77.

n. Multiply line 32 by 52 (weeks) and enter this figure in column (P) line A. This converts the weekly minutes column (F) to minutes per year.

o. Enter in column (P) line B the total from line 77.

p. Add line A to line B and enter the total on line C. Now the total workload is in minutes per year.

q. Divide line C by 60 (minutes) to convert to hours per year. Round to the nearest hour. Enter this figure in column (P) line D.

r. Enter in the spaces provided on lines E, F and G percentage factor for "Training, Breaks and Wash Up Time". These factors are determined by applicable management instructions and/or collective bargaining agreements. Multiply line D by the percentage on each line and enter this figure in

column (P). In some cases, based on local experience, it may be necessary to enter in column (P) just an hours per year figure. (Entries are not required on these lines.)

s. Add lines D, E, F and G. Enter the total in column (P) line H.

t. Divide line H by 52 (weeks) to obtain workhours per week. Round to the nearest tenth of an hour. Enter this figure in column (P) line J. Refer to applicable regulations in the *Administrative Support Manual* to determine if the facility may be cleaned by contract. If the facility is to be cleaned by contract, no further calculations are required.

u. If the facility is not to be cleaned by contract, divide line H by 1768. (Note - The 1768 figure is the current productive annual workhours for one USPS custodial employee. This figure is subject to change.) Round to the nearest tenth. Enter the resulting figure in column (P) line K. If line K is less than one, a part-time position should be authorized. If line K is equal to or greater than one, any combination of full-time and/or part-time positions should be authorized that provides sufficient workhours to perform all the custodial tasks.

v. When a Form 4852 is completed for a facility other than a BMC, it must be reviewed by the MSC Manager Plant Maintenance (or senior maintenance official) and it must be approved by the MSC Manager/Postmaster. For a BMC the Director Plant Maintenance must review the form and the Manager must approve it. The form must be signed and dated by these authorities in the space provided on the bottom of the form.

244 Other Duties - Time may be included, if warranted, for other duties performed by custodial employees such as: furniture moving; loading, unloading, and stacking supplies; replacing lamps; etc. Entries for this time will be made as annual minutes and entered in column (N) on a blank line. (e.g.: 120 minutes per week for furniture moving times 52 weeks per year equals 6,240 annual minutes. See Sample 2-4, line 69.) Custodial duties should be completed before non-custodial duties are assigned.

245 Samples 1-3 and 2-4 have been completed using the data indicated on Samples 1-1, 1-2, 2-1, 2-2, and 2-3. Samples 1-1, 1-2, and 1-3 make a complete staffing package for a small facility. Samples 2-1, 2-2, 2-3, and 2-4 are a portion of the staffing package for a large facility. All the sample forms were completed to provide representative data and do not reflect any one specific facility. The frequencies used to illustrate component cleaning are for example only and do not reflect what may be best for any individual facility.

CHAPTER 3

SCHEDULING CUSTODIAL PERSONNEL

310 WRITTEN WORK ASSIGNMENTS

311 General

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

312 Management Benefits

Precise, written work routines are invaluable management tools which provide:

- a. Effective utilization of available staff.
- b. Continuity in custodial tasks.
- c. Positive direction to personnel.

313 Employee Benefits

Employees benefit from a written work routine because it:

- a. Delineates duties.
- b. Specifies when and where work is to be done.
- c. Assures equal assignment of workload.

320 DETERMINE UNIT PERFORMANCE TIMES

321 Chapter 4 lists custodial work performance standards. The column headed "Unit of Performance (minutes)" refers to the time required to service one unit of measurement (one fixture, one square foot, etc.).

EXAMPLE: The unit of performance for cleaning workroom toilets is 4.5 minutes per fixture.

330 Form 4776, PREVENTIVE-CUSTODIAL MAINTENANCE ROUTE

331 Use

Complete Form 4776, *Preventive-Custodial Maintenance Route*, in duplicate for all regularly scheduled custodial maintenance work listed on Form 4852. Retain the original in the permanent office files. Enclose the duplicate in a transparent plastic cover to be issued to the employee performing the task.

332 Completing Form 4776.

- a. The identification block will be completed in accordance with the handbook or system by which this office operates.
- b. Enter in the block titled "Mail Processing — Building Equipment/Component or System" the type route (e.g.: Area Cleaning Route, Component Route).
- c. Enter in the "Original Issuance Date" block the date this route was first issued.
- d. Enter in the "Date Last Revised" block the last date changes were made to this route.
- e. Enter in the "Estimated Time" block the total workhours estimated for completion of all duties indicated on the route.
- f. Enter in the "Building" block the building in which this route is done. (e.g.: Main Office, VMF, Oak Station, etc.)
- g. Enter in the "Building Location" block the area within the building where this route is done. (e.g.: 1st floor office tower, workroom, etc.)
- h. Mark the "Frequency" block to indicate how often this route is issued. (e.g.: If route is done on Monday only mark the "W" block, if done quarterly mark the "Q" block.)
- i. Enter in the "Tour" block the tour on which this route will be done.
- j. If the route is done on a specific day or more than once a week, enter in the "Basic Work Week" block the day or days of the week this route is done.
- k. Leave the "Item Number" column blank.
- l. Enter in the "MPE-Building Equipment Identification Numbers" block the room number or description of the area where this route is to be done.
- m. If this is an area cleaning route, enter in the "Time" block the time of day the area is to be cleaned. (e.g.: from 7:45 am to 8:30 am) Otherwise, leave this block blank.

n. Leave the "Priority" block blank. For any scheduled "Job Requirement" the priority will be established by the appropriate management official. These priorities may change from day to day as local circumstances warrant.

o. Enter in the "Check List(s) --" block the quantity to be serviced and state the unit of measure. (e.g.: 10 fixtures, 300 sq. ft., etc.)

p. In the "Instructions" block enter:

- a. The operation to be performed.
- b. The equipment and materials to do the operation.
- c. The tasks required to perform the operation.

q. If the instructions are too extensive to put in the "Instructions" block, a separate checklist may be created. Then enter in the "Instructions" block a statement such as "Clean in accordance with Checklist No. CL-1".

r. When making out an area cleaning route, for a specific day, refer to the completed Form 4839. This form already has the tasks to be done and the tour on which assigned for each day of the week. By following the column for a specific day, the operation and quantity are already there. Only the time of day need be calculated.

s. The basic data for preparing a component cleaning route is contained on Form 4862, Columns G through N. When setting up a component cleaning route refer to Form 4869 and consider the location in the building where the task is to be performed. Make each route as compact as possible. Give precise instructions as to the location of the component to be cleaned. Identify the specific area covered on the particular route sheet by structural column numbers, room numbers, etc.

t. Example

Extract all fixtures in workroom areas from Form 4869, *Building Inventory*, column headed "Fluorescent Fixtures." List them on individual Forms 4776 headed Ceiling Light Fixtures - Workrooms, just as they appear on the inventory, giving room number or section, the description of the space (carrier section, outgoing letters, etc.) and the number of fixtures in each area.

333 Refer to Chapter 4 to obtain the method and materials required to perform a specific job. This information should be provided on the route sheet, Form 4776.

334 Form 4776 Samples 3-1 and 3-2 have been completed to illustrate an area cleaning route and a component cleaning route. Sample 3-3 is a suggested separate checklist for toilet room cleaning. Checklists for other duties may be developed as needed.

340 Scheduling

a. In larger facilities scheduling will be done in accordance with the national handbook or national system by which the office operates.

b. In smaller facilities that do not operate under a specific national handbook or national system, the management official in charge of the facility will be responsible for scheduling. If necessary, the senior MSC maintenance official will provide assistance in scheduling.

c. Actual day to day assignments depend on the number of custodial personnel reporting. Generally, when excessive unscheduled absences occur the component cleaning routes should be limited before area cleaning routes.

CHAPTER 4

PERFORMANCE STANDARDS

410 PERFORMANCE STANDARDS

411 This section provides details essential to estimate the total custodial workload.

412 Changes in Performance Standards

Unit performance represents engineering standards which apply to each custodial task. They may be changed only after documented evaluation of new techniques or equipment indicate the need to change. Unit performance standards may only be revised at the national level to ensure compliance with the current *National Agreements*.

413 Tasks Without Performance Standards

Some tasks are assigned to custodial maintenance that do not have a performance standard. To facilitate staffing for these tasks maintenance management may estimate the annual time requirement for these tasks based on local experience and historical data. This time must be included on the staffing form in accordance with the instructions in paragraph 244. Time may be included only if the task is normally considered to be a custodial activity.

414 Safety

When it is necessary to put up ropes and wet floor signs, a time factor should be added for the performance of these safety related functions.

415 Frequency of Performance

The frequency ranges listed in Chapter 4 of this handbook for performing the indicated custodial tasks should be applicable to most postal facilities. The frequency selected for a particular task should be within the specified range, and the specific frequency chosen is dependent upon local conditions. Local management may determine that frequencies outside the ranges (above or below) listed are required due to local conditions. If one or more of the frequencies selected are below the range(s) listed in this handbook, the custodial staffing package shall be submitted with appropriate justification to Regional Maintenance Management. Implementation of custodial tasks with frequencies below the specified range(s) requires prior Regional Maintenance Management approval.

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
a. TOILET ROOM				
(1) Cleaning				
Sweep floor, picking up loose paper and trash. Remove gum spots with putty knife.	Wet mop Two mop buckets One wringer Bowl brush	107 Fixtures ¹ 120 Fixtures ¹	4.5 (In workroom areas) 4.0 (In office areas)	3 to 7 times per week. 2 to 7 times per week.
Wash mirrors, ledges, chrome, and receptacles.	Sponge cloths Sponge Liquid detergent			
Scrub interior and exterior surfaces, including lips of water closets, urinals, lavatories, and multiple wash sinks.	Trash container Pickup pan and broom Putty knife Untreated sweeping mop Polyethelene trash can liners			
Damp wipe toilet partitions and doors, toilet room doors, shower stalls, and all wainscoting.	Wet floor sign Rope			
Dust partition tops and high ledges.				
Dust window sills and vents.				
Refill toilet tissue, paper towel, and soap dispensers. (Do not overstuff towel dispenser.)				
Empty trash receptacles.				
Wet mop and rinse floor. ²				

¹Fixtures include only showers, lavatories, water closets, multiple wash sinks, and urinals.

²See paragraph 430.1 for damp mop and wet mop procedures

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
a. TOILET ROOM				
(2) Policing				
Pick up all loose paper and trash.	Untreated sweeping mop	320 Fixtures ¹	1.5 (In workroom areas)	1 time per tour in facilities with two or more mail processing tours per day, except on tour when room is cleaned.
Refill tissue, towel and soap dispensers. (Do not overstuff towel dispensers.)	Pickup pan and broom	360 Fixtures ¹		
Check plumbing and flushing of water closets and urinals.	Trash container		1.334 (In office areas)	
Damp wipe water closets, lavatories and multiple wash sinks.	Sponge cloths			
	Wet mop			
	Mop bucket with wringer			
	Liquid detergent			
	Polyethelene trash can liners			
	Wet floor sign			
	Rope			
Sweep floor - damp ² mop as needed.				
Empty trash receptacles.				

¹Fixtures include only showers, lavatories, water closets, multiple wash sinks, and urinals.

²See paragraph 430.1 for damp mop and wet mop procedures.

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
b. LUNCH/SWING ROOM				
(1) Cleaning				
Remove all debris from tables and damp wipe with detergent solution.	Treated sweeping equipment Treated dust cloths Sponge cloth	15,000 sq. ft.	.032	3 to 7 times per week.
Empty trash receptacles.	Plastic spray bottle Pail			
Dust horizontal surfaces from floor level, including tops of vending machines.	Liquid detergent Pickup pan and broom Mop bucket with wringer Trash container			
Sweep floor completely.	Polyethelene trash can liners			
Clean drinking fountains with detergent solution.	Wet floor sign Rope			
In combination lunch and locker rooms, locker tops and cabinets will be dusted.				
On other-than-wood floors, damp mop entire floor with detergent solution. ¹				
Spot-clean walls.				

¹See paragraph 430.1 for damp mop and wet mop procedures.

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
b. LUNCH/SWING ROOM				
(2) Policing				
Clear tables of all trash and debris, and damp wipe.	Treated sweeping equipment Wet mop and mop bucket with wringer	45,000 sq. ft.	.0106	On all tours when used, except when cleaned on same tour.
Empty trash from cluttered areas.	Sponge cloth Plastic spray bottle			
Damp mop spillages. ¹	Liquid detergent Polyethelene trash can liners			
Damp wipe drinking fountain.	Wet floor sign Rope			
(3) Wet Mopping¹				0 to 2 time(s) per week.

¹See paragraph 430.1 for damp mop and wet mop procedures.

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
c. LOCKER ROOM				
(1) Cleaning				
Dust mop floor.	Treated sweeping equipment	20,000 sq. ft.	.024	3 to 7 times per week.
Empty trash receptacles and ashtrays.	Wet mop and mop bucket with wringer			
	Sponge cloth			
Dust all horizontal surfaces from floor level, including tops of lockers.	Plastic spray bottle			
	Liquid detergent			
	Trash container			
	Wet floor sign			
Damp-wipe vertical surfaces of one-fifth of lockers.	Rope			
Damp mop entire floor area. ¹				
(2) Policing				
Sweep open areas and aisles.	Treated sweeping equipment	60,000 sq. ft.	.008	On all tours when used, except when cleaned on same tour.
Empty trash receptacles and ashtrays.	Wet mop and mop bucket with wringer			
	Liquid detergent			
Damp mop spillages. ¹	Trash container			
	Wet floor sign			
	Rope			
(3) Wet Mopping¹				0 to 2 time(s) per week.

¹See paragraph 430.1 for damp and wet mop procedures.

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
d. WORKROOM				
(1) Cleaning				
Sweep entire floor area with treated mop or treated dust cloth.	Treated sweeping equipment	45,000 sq. ft.	.0106	2 to 7 times per week
Empty all trash receptacles and take trash to pickup point.	Treated dust cloths Sponge cloth Liquid detergent Plastic spray bottle			
Wash and disinfect all drinking fountains in area.	Toy broom and dust pan Trash container Polyethelene trash can liners			
Dust horizontal surfaces of cases, tables, file cabinets, etc.				
Dust window sills, radiators.				
Spot-clean smudges from walls and doors.				
(2) Cleaning (VMF only)				
Spread grease-absorbent compound on fresh grease and oil deposits on floor. Let stand while completing other tasks.	Grease-absorbent compound Sidewalk brush Sponge cloth Powdered detergent	45,000 sq. ft.	.0106	2 to 7 times per week
Sweep floor with sidewalk brush.	Pail Trash container Toy broom and dust pan			
Control grease and oil smudges on bay partitions by removal with powdered detergent.				
Empty trash.				

420 **AREA CLEANING**

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
d. WORKROOM				
(3) Policing				
Spot sweep cluttered areas.	Treated sweeping equipment	90,000 sq. ft.	.0053	On all tours only for the area used, except when cleaned on same tour.
Pick up large pieces of trash and boxes.	Sponge cloth Plastic spray bottle Toy broom and dust pan			
Empty trash receptacles and dispose of trash.	Trash container Polyethelene trash can liners			
Damp wipe drinking fountains.				
e. OFFICE SPACE				
(1) Cleaning				
Empty and damp wipe ash trays and waste baskets.	Treated sweeping equipment	12,800 sq. ft.	.0375	3 to 7 times per week.
Dust horizontal surfaces of all furniture and equipment.	Treated dust cloths Radiator brush Sponge cloth Plastic spray bottle			
Dust completely all furniture in 1/5 of offices each cleaning.	Vacuum cleaner Toy broom and dust pan Trash container			
Wash lavatories and drinking fountains; spot clean smudges and fingerprints on glass surfaces and walls.				
Sweep floor with treated sweeping equipment.				
Vacuum rugs.				
Spot shampoo rugs as necessary				

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
f. SUPPLY ROOM				
(1) Cleaning				
Dust horizontal surfaces without moving stock.	Treated sweeping equipment	40,000 sq. ft.	.012	3 to 7 times per week.
Sweep floor with treated sweeping equipment.	Treated dust cloths			
g. ACTIVE STORAGE ROOM				
(1) Cleaning				
Dust horizontal surfaces.	Treated sweeping equipment	40,000 sq. ft.	.012	12 to 52 times per year.
Sweep floors.	Treated dust cloth			
	Toy broom and dust pan			
	Trash container			
h. INACTIVE STORAGE ROOM				
(1) Cleaning				
Dust horizontal surfaces.	Treated sweeping equipment	40,000 sq. ft.	.012	4 to 12 times per year.
Sweep floors.	Treated dust cloth			
	Toy broom and dust pan			
	Trash container			

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
I. OIL STORAGE ROOM				
(1) Cleaning				
Spread grease absorbent compound on oil deposits.	Grease absorbent compound	16,000 sq. ft.	.03	Weekly.
Sweep floor with sidewalk brush.	Powdered detergent Sidewalk brush Toy broom and dust pan			
Wet mop with powered detergent solution and rinse with clear water.	2 mop buckets 1 wringer 2 wet mops Wet floor sign			
J. FREIGHT ELEVATOR				
(1) Policing				
Sweep floor.	Treated sweeping equipment	48	10.0	1 to 7 time(s) per week.
Dust walls and doors.	Treated dust cloths Toy broom and dust pan			

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
k. PASSENGER ELEVATOR				
(1) Cleaning				
Remove gum spots from floor.	Treated sweeping equipment	24	20.0	3 to 7 times per week.
Sweep and damp mop floor or vacuum carpet.	Treated dust cloths Liquid detergent Fine steel wool			
Scrub prints and heelmarks from base of cab wall with steel wool.	Mop bucket with wringer Wet mop Vacuum cleaner			
Damp wipe walls, trim, and doors.	Sponge cloth Plastic spray bottle			
Spot shampoo carpet as necessary.	Wet floor sign			
l. EXTERIOR PAVED AREA				
(1) Policing				
Pick up litter - paper, cans, soft drink bottles, etc.	Spiked stick Trash bag	400,000 sq. ft.	.0012	1 to 7 time(s) per week.

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
1. EXTERIOR PAVED AREA				
(2) Sweeping - Select appropriate method				
(a) Manual sweeping ¹				
Sweep sidewalks, parking areas, driveway, maneuvering area, etc.	Pushbroom Trash container	80,000 sq. ft.	.006	1 to 7 time(s) per week.
(b) Pedestrian-type power vacuum ¹				
Sweep sidewalks, parking areas, driveway, maneuvering area, etc.	Pedestrian type power vacuum	120,000 sq. ft.	.004	
(c) Rider type power sweeper ¹				
Sweep sidewalks, parking areas, driveway, maneuvering area, etc.	Rider type power sweeper.	400,000 sq. ft.	.0012	
(3) Snow removal				
Remove snow from sidewalks, parking areas, maneuvering area, driveway, etc.	Snow plow	32,000 sq. ft.	.015	As needed.

¹The most economical method of sweeping must be used in all areas; this may involve a combination of methods in the overall area.

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
m. EXTERIOR UNPAVED AREA				
(1) Policing				
Pick up litter - paper, cans, soft drink bottles, etc.	Spike stick Trash bag	400,000 sq. ft.	.0012	1 to 7 time(s) per week.
Arrange recruiting posters, etc.				
n. INTERIOR PARKING/MANEUVERING				
(1) Manual Sweeping ¹				
Sweep inaccessible areas, bringing dust and litter to open areas.	Fiber pushbroom	80,000 sq. ft.	.006	1 to 7 time(s) per week.
(2) Pedestrian-type power vacuum sweeper ¹				
Sweep areas inaccessible to rider type sweeper.	Pedestrian-type power vacuum sweeper	120,000 sq. ft.	.004	
(3) Rider type power sweeper ¹				
Sweep open areas.	Rider type power sweeper	400,000 sq. ft.	.0012	

Production per work day is based on only that segment of the area swept by the various methods.

¹The most economical method of sweeping must be used in all areas; this may involve a combination of methods in the overall area.

420 AIR CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
o. PLATFORM (Dock)				
(1) Cleaning				
Sweep entire area with treated sweeping equipment or pedestrian type power vacuum sweeper.	Treated sweeping equipment or power vacuum sweeper	45,000 sq. ft.	.0106	3 to 7 times per week.
Dust wipe vestibule doors and door glass.	Treated dust cloth Sponge cloth Plastic spray bottle Toy broom and dust pan			
Empty trash containers.	Trash container			
(2) Policing				
Spot sweep cluttered areas.	Treated sweeping equipment	90,000 sq. ft.	.0053	On all tours in area(s) used, except when cleaned on same tour.
Pick up and dispose of large pieces of trash and empty boxes.	Toy broom and dust pan Trash container			
Empty trash containers.				

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
p. SERVICE/BOX LOBBY .				
(1) Cleaning				
Dust desks, tables and screenline.	Treated sweeping equipment	30,000 sq. ft.	.016	5 to 7 times per week.
Damp wipe desk tops and counter top.	Toy broom and dust pan Treated dust cloth Plastic spray bottle			
Arrange patron desk supplies	Sponge cloth Pail			
Empty cigarette urns, damp wipe inside and out.	Window squeegee Trash container Polyethelene trash can liners			
Sweep entire floor with treated sweeping equipment.				
Empty trash baskets; insert clean polyethelene liner.				
Spot-clean smudges from walls and counter front.				
Damp wipe bulletin board glass.				
Wash lobby door glass.				

430 COMPONENT CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
a. CEILING LIGHT FIXTURES				
(1) Dusting - Select appropriate method				
(a) Feather Duster (See 132.31, Handbook MS-39)	Feather Duster with 22' extension pole	1920	.25	4 to 12 times per year.
OR				
(b) Treated Dust Cloth (See 132.32, Handbook MS-39)	Treated dust cloth Powerlift, scaffolding, or safety platform ladder	320	1.5	
OR				
(c) Vacuum Dusting (See 132.33, Handbook MS-39)	Back-Pak vacuum Powerlift, scaffolding or safety platform ladder	480	1.0	
(2) Washing - Select appropriate method				
(See 133, Handbook MS-39)	2 natural sponges Pail Powdered detergent Masking tape Supply of lamps 55 gal. drum	48 (55 gal. drum)	10.0	1 to 2 time(s) per year.
OR				
	Louver washing tank	54 (Louver washing tank)	8.89	
OR				
	Louver washing machine	96 (Louver washing machine)	5.0	

430 COMPONENT CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
b. VENETIAN BLINDS				
(1) Dusting				
Dust both sides of slats with treated dust cloth.	Radiator brush with extension handle. Treated dust cloth	96	5.0	1 to 4 time(s) per year.
(2) Washing				
Hang blind from blind brackets attached to 2" x 4" x 4" wood blocks nailed to wall or use a washing trough.	Powdered detergent Hand scrub brush Venetian Blind tapes and cord	16	30.0	1 to 2 time(s) per year.
Scrub both sides of slats and tapes.				
Retape as necessary.				
c. EXTERIOR GLASS				
(1) Washing				
Wash and squeegee dry both sides of window glass.	Sponge or sponge cloth Pail Window washing brush	2,700 sq. ft. window surface	.179	Lobby - 12 to 52 times per year, other areas 2 to 4 times per year.
Wipe squeegee blade dry with well wrung out sponge or sponge cloth after each stroke.	Window squeegee Interior-use appropriate high access equipment			
Wipe corners and framework of window pane with sponge or sponge cloth.	Exterior-safety belt for windows equipped with hooks			

430 COMPONENT CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
d. INTERIOR GLASS				
(1) Washing				
Wash and squeegee dry both sides of partition or door glass.	Sponge or sponge cloth Pail Window washing brush	2,700 sq. ft. window surface	.179	2 to 4 times per year.
Prevent runoff of water onto painted partition.	Window squeegee			
Wipe squeegee blade dry with well wrung out sponge or sponge cloth after each stroke.				
Wipe corners and framework of window pane with sponge or sponge cloth.				
e. PIPES AND DUCTS				
(1) Cleaning (Areas normally above 10' in height with exposed pipes and ducts only. Measurements is based on number of sq. ft. of floor area with pipes and ducts overhead.)				
Dust areas that cannot be reached by hand from the floor.	Appropriate high access equipment Treated dust cloths	7,000 sq. ft. workroom floor area	.069	1 to 2 time(s) per year.
Includes all surfaces of pipes and ducts.	Treated sweeping tool Back-pack vacuum cleaner	10,000 sq. ft. non-workroom area	.048	1 to 4 time(s) per year.

430 COMPONENT CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
f. CASES				
(1) Carrier cases				
Vacuum separations with special vacuum cleaner tool.	Vacuum cleaner Case cleaning attachment for vacuum cleaner	120 Cases (carrier wing, PO Item 143-C, counts as 1/2 case. Items 124-C & 144-C count as one case each)	4.0	Annually, or as needed.
(2) Other cases				
Dust all separations with treated dust cloth.	Treated dust cloth	320 cases	1.5	Annually, or as needed.
g. LAWNS, HEDGES, SHRUBS				
(1) Lawns				
Mow and edge.	Power mower Lawn edger Safety goggles Ear protectors	40,000 sq. ft.	.012	Up to 52 times per year.
(2) Hedges and shrubs				
Trim.	Electric hedge shears Safety goggles	400 lineal ft.	1.2	1 to 4 time(s) per year.

430 COMPONENT CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
h. RESILIENT FLOOR CARE				
(1) Damp mopping				
Mix detergent with water according to manufacture recommendation, wring out mop tightly.	Mop bucket and wringer Wet mop Liquid detergent Wet floor sign Rope	32,000 sq. ft.	.015	12 to 52 times per year.
Apply detergent and pick up.				
(2) Initial preparation				
See IIB3a and IVB1 Handbook S-3 (Rev.)		2,000 sq. ft.	.24	0 to 2 time(s) per year.
(3) Periodic maintenance				
See IIB3C and IVB1 Handbook S-3 (Rev.)		5,000 sq. ft.	.096	3 to 12 times per year.
i. TERRAZZO FLOOR CARE				
(1) Initial preparation				
See IIC3a and IVB2 Handbook S-3 (Rev.)		2,000 sq. ft.	.24	Annually.
(2) Periodic maintenance				
See IIC3c and IVB2 Handbook S-3 (Rev.)		4,000 sq. ft.	.12	3 to 12 times per year.

430 COMPONENT CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
J. CONCRETE FLOOR CARE				
(1) Initial preparation				
See IIIC3a and IVB3 Handbook S-3 (Rev.)		2,000 sq. ft.	.24	Annually.
(2) Periodic maintenance				
See IIIC3c and IVB3 Handbook S-3 (Rev.)		5,000 sq. ft.	.096	0 to 4 time(s) per year.
(3) Scrubbing (VMF workroom floor only)				
After cleaning, wet floor down with a hose.	Hose	32,000 sq. ft.	.015	12 to 52 times per year.
	Powdered detergent			
	Deck scrub brush			
Sprinkle powdered detergent on floor and scrub with a deck brush.	Floor squeegee			
	Wet floor sign			
Hose down the floor and squeegee water to floor drain.				

430 COMPONENT CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
k. WOOD FLOOR CARE				
(1) Initial preparation				
See IID2a, IVB5 & IVB6 Handbook S-3 (Rev.)		2,000 sq. ft.	.24	1 to 2 time(s) per year.
(2) Periodic maintenance				
See IID2c and IVB4 Handbook S-3 (Rev.).		4,000 sq. ft.	.12	3 to 12 times per year.

430 COMPONENT CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
1. FLOOR CARE				
(1) Damp mopping				
(Not for wood floors)				
Mop floor with mop dipped in detergent solution mixed according to manufacturer's instructions and wring out tightly.	Mop bucket and wringer Wet mop Liquid detergent Wet floor sign Rope	32,000 sq. ft.	.015	As specified in appropriate area.
Pick up detergent solution from floor.				
(2) Wet mopping				
(Not for wood floors)				
Apply detergent solution mixed according to manufacturer's instructions and allow to stand 5 minutes. Agitate detergent solution on floor with mop and pick up.	2 mop buckets with 1 wringer 2 wet mops Liquid detergent Wet floor sign Rope	16,000 sq. ft.	.03	As specified in appropriate area.
Rinse floor with clear water, changing water frequently. Pick up rinse water.				
(3) Automatic Scrubber-Vacuum (Battery Operated)				
Machine applies cleaning solution, agitates with brush, and vacuums up dirty solution.	Automatic scrubber vacuum Wet mop Wet floor sign Rope	75,000 sq. ft.	.0064	As specified in appropriate area.
Pick up excess solution from				

430 COMPONENT CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
m. CARPET CARE				
(1) Shampooing				
Vacuum carpet thoroughly.	Industrial vacuum cleaner	2,000 sq. ft.	.24	1 to 4 time(s) per year.
Mix shampoo and water according to manufacturers instructions.	Floor scrubbing machine with solution tank and shower-feed brush			
Wet brush bristles thoroughly before placing brush on machine.	Carpet shampoo			
Tilt machine back (with wheels in down position) until brush is no longer in contact with carpet.	Pail for mixing			
	Hand scrub brush			
	Stiff-bristled brush			
	4" x 4" plastic squares or discs cut from polyethelene trash can liner			
Feed shampoo into brush.				
Raise wheels and shampoo carpet with slow, overlapping brush passes. Feed shampoo sparingly.				
Vacuum carpet frequently to remove shampoo entrapped dirt.				
Use a hand scrub brush dipped in shampoo solution for corners.				
Set pile in one direction with stiff-bristled brush. Use discs pre-cut from a polyethelene trash liner under metal furniture glides to prevent rust stains on damp carpet.				

430 COMPONENT CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
n. WALLS				
(1) Dusting				
Remove dust with treated sweeping tool and cover.	Treated sweeping equipment	20,000 sq. ft. (up to 12' height)	.024	0 to 4 time(s) per year.
		10,000 sq. ft. (above 12' height)	.048	
(2) Washing (Marble or ceramic walls only)				
Apply detergent solution to wall and agitate with sponge.	2 natural sponges 2 pails Liquid detergent	3,500 sq. ft. (up to 6' height)	.138	1 to 4 time(s) per year.
Rinse area cleaned.	Appropriate high access equipment Wet floor sign Rope	2,400 sq. ft. (above 6' height)	.20	
(3) Washing (VMF workroom only)				
Apply solution of powdered detergent and water to walls with a window washing brush or deck scrub brush.	Scaffolding Powdered detergent Window washing brush Deck scrub brush Hose	4,000 sq. ft.	.12	Annually.
Work from bottom up.	Floor squeegee Wet floor sign			
Hose down cleaned portions of wall.				

430 COMPONENT CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
o. DECORATIVE METAL (BRASS AND BRONZE)				
(1) Polishing				
Remove tarnish with wadding-type polish.	Wadding-type metal polish	96 each	5.0	Once every two years.
	Clean cloths	(Post Office Boxes)		
Buff with clean cloth.	Acrylic lacquer	192 lin. ft. (railing)	2.5	
Spray on a thin film of acrylic lacquer.		160 sq. ft. (sheet work)	3.0	

p. POST OFFICE BOXES

(1) Cleaning				
Dust inside the box.	Treated dust cloths	240 boxes	2.0	As needed.
Damp wipe window glass.	Sponge cloth			

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
p. SERVICE/BOX LOBBY				
(2) Policing				
Arrange desk or table items.	Treated sweeping equipment	240,000 sq. ft.	.002	As needed.
Pick up loose trash and spot-sweep as needed.	Treated dust cloth Toy broom and dust pan Wet mop			
Empty cigarette urns.	Mop bucket with wringer Trash container			
Damp mop during wet weather.	Wet floor sign Rope			
Layout safety mats in wet weather.				
Empty trash baskets.				
(3) Wet Mopping¹	Select appropriate method			1 to 3 time(s) per week.
(4) Vacuum Scrub¹	Select appropriate method			1 to 3 time(s) per week.
(5) Damp Mopping¹				1 to 3 time(s) per week.

See paragraph 430.1 for damp mop, wet mop and vacuum scrub procedures.

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
q. STAIRWAY				
(1) Cleaning				
Treated - sweep stairs and landings.	Treated sweeping equipment	60 flights (12 ft. flights)	8.0	3 to 7 times per week.
Dust handrails.	Treated dust cloth	floor to floor	10.0	
Spot clean smudges from walls and doors.	Plastic spray bottle Sponge cloth Toy broom and dust pan	48 flights (18 ft. flights) floor to floor		
(2) Policing				
Pick up loose trash.	Toy broom and dust pan	200 flights floor to floor	2.4	Daily, except when cleaned.
Spot sweep as needed.				

420 ARE CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
r. CORRIDOR				
(1) Cleaning				
Sweep corridor with treated sweeping equipment.	Treated sweeping equipment	80,000 sq. ft.	.006	2 to 7 times per week.
Spot clean smudges from walls.	Toy broom and dust pan			
	Plastic spray bottle			
	Sponge cloth			
Empty cigarette urns and damp wipe inside and outside.	Trash container			
Empty trash receptacles.				
(2) Policing				
Pick up loose trash.	Toy broom and dust pan	240,000 sq. ft.	.002	Daily, except when cleaned.
Empty cigarette urns.	Trash container			
Empty trash receptacles.				
Spot sweep as needed.				
(3) Damp Mopping¹	Select appropriate method			2 to 7 times per week.
(4) Vacuum Scrub¹	Select appropriate method			2 to 7 times per week.

¹See paragraph 430.1 for damp mop and vacuum scrub procedures.

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
s. SHOP AREA				
(1) Cleaning				
Sweep entire floor using most practical method.	Treated sweeping equipment or push broom Treated dust cloth	40,000 sq. ft.	.012	Daily, when used.
Dust desks (not work benches) and empty ash trays.	Toy broom and dust pan Trash containers			
Dust horizontal surfaces of file cabinets, lockers, and window ledges.				
Empty trash receptacles.				
t. JANITOR'S CLOSET				
(1) Cleaning				
Scrub interior of sink; damp wipe exterior.	Pickup pan and broom Wet mop One mop bucket	48 closets	10.0	Daily, when used.
Damp mop floor. ¹	Sponge cloths Liquid detergent			
Arrange supplies and equipment.	Wet floor sign Rope			
Restock janitor supply cart.				

¹See paragraph 430.1 for damp mop and wet mop procedures.

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
u. BATTERY ROOM				
(1) Cleaning				
Sweep floor with sidewalk brush.	Sidewalk brush	80,000 sq. ft.	.006	Daily.
Empty trash.	Trash container			
(2) Floor scrubbing				
Mix powdered detergent and water in a mop bucket and lay down solution on floor.	2 mop buckets 1 wringer 2 wet mops Deck scrub brush	5,000 sq. ft.	.096	Weekly.
Scrub with deck scrub brush. Do not use a floor machine in this area.	Powdered detergent Wet floor sign			
Pick up solution and rinse floor with clean water.				

420 AREA CLEANING

Performance	Equipment and Material	Performance Per Work-Day	Unit Performance (Min.)	Frequency Range
v. LOOKOUT GALLERY				
(1) Cleaning				
Sweep floors with treated sweeping equipment.	Treated sweeping equipment	1,000 linear feet	.480	4 to 12 times per year.
Dust walls and lookout slots.	Treated dust cloth Plastic spray bottle			
Damp wipe lookout glass.	Sponge cloth			
Dust ladder rungs, guard rails, rope "tell-tales" and arm ledges.	Extension cord and/or battery lantern Replacement lamps			
Replace burned-out lamps.				

CHAPTER 5

HOUSEKEEPING INSPECTION

510 GENERAL

All postal facilities where the USPS provides custodial maintenance must be inspected for cleanliness at least quarterly. In addition to scheduled inspections, unannounced inspections may be performed at any time. A *Housekeeping Inspection* Form 4851 (see Appendix, Exhibit E) must be completed as part of these inspections. The forms will be consolidated in the MSC maintenance office. A consolidated report will be sent from the MSC to the District Office and to the Regional Maintenance Management Division.

520 INSPECTIONS

In facilities of 25,000 sq. ft. or more, a quarterly inspection will be done by two management representatives. One must be from the facility being inspected. The other must be from maintenance management. The maintenance management representative may be from within or outside the facility.

522 In facilities of less than 25,000 sq. ft., a quarterly inspection will be done by a management representative from the facility being inspected. At least annually, the inspection will be done by two management representatives, one from within and one from outside the facility.

523 The SCM/PM will determine who will perform the required inspections.

524. At the discretion of the installation head, or the SCM/PM, additional personnel may participate in the inspection.

525 Additional unannounced inspections may be performed at any time by management representatives of the MSC, District or Regional Offices.

526 A Form 4851 must be completed during all housekeeping inspections and must be signed by all personnel participating in the inspection.

530 HOUSEKEEPING INSPECTION FORM 4851

531 A Form 4851 must be completed during every housekeeping inspection. (See Appendix, Exhibit E)

532 Instructions for completing Form 4851.

532.1 General - The form should be completed after the inspection. While performing the inspection, it may be

necessary to take notes. A tablet on a clip board is suggested for this purpose. Take a copy of the form while doing the inspection to use as a checklist.

532.2 Heading - In the heading enter the name of the Main Post Office (City, State and ZIP Code) having control over the office. Enter the unit (e.g.: Oak Station, VMF, Main Office, etc.) and the date the inspection is being done. (See Sample 4-1)

532.3 Area Cleaning - In the areas indicated on the form check the items indicated for that specific area. (See Appendix F, *Housekeeping Inspection Techniques* for specifics on how to inspect individual items.) Check either the "S" (Satisfactory) or the "U" (Unsatisfactory) block. All discrepancies which cause a "U" to be checked must be specifically identified in the "Remarks" section.

532.4 Component Cleaning - Check the overall cleanliness of the components listed in this section of the form. Check the "S" or the "U" block. All discrepancies which cause a "U" to be checked must be specifically identified in the "Remarks" section.

532.5 Remarks - All items checked "U" in the Area Cleaning and/or the Component Cleaning sections must have a corresponding statement in the "Remarks" section. The entry must contain: the specific item, the specific location of the item, the specific discrepancy. (See Sample 4-1) If more space is needed for remarks, use the back of the form or add additional sheets. Entries must be specific. Statements such as, "Too many sinks" or "Dirty mirror" are unacceptable.

532.6 Signature Block - The signature and job title of all participants in the inspection must be on the form. If more than two people participate in the inspection, their signatures and titles must be added on the bottom lines of the "Remarks" section.

532.7 Not Applicable - If a listed item does not apply to the facility being inspected, put "N/A" in the S/U blocks.

532.8 Items not on the form - The form has blank space for both the Area Cleaning and the Component Cleaning sections so additional items may be added. State the area or component in the blank provided. Check the "S" or "U" block. Any "U" items must have a corresponding entry in the "Remarks" section.

532.9 Example - A completed Form 4851 is provided in Sample 4-1 in the Sample Forms section of the handbook. This form does not represent a specific facility. Rather, it was completed to show the method by which the form was to be done. For specific inspection techniques, see Appendix F, *Housekeeping Inspection Techniques*.

540 REPORTS

541 Completed Forms 4851 will be forwarded to the MSC to the attention of the Senior Maintenance Official. The Senior Maintenance Official will provide a written report to the SCM/PM noting all discrepancies found during the inspections and actions taken to correct the discrepancies. A copy of this report will be forwarded to the District Office and to the Regional Maintenance Management Division. Upon receipt of a written request, the SCM/PM will provide a copy of the report and/or forms to the requesting labor organization.

542 Maintenance Management at all levels will monitor the reports for recurring problems. Corrective action as necessary will be taken to eliminate the problems. This action may include, but is not limited to, a review of: staffing, training, scheduling, methods of cleaning and materials used. The results of these inspections will not be used to indicate poor performance on the part of an employee.

543 Completed Forms 4851 and the consolidated reports will be retained at the MSC for two years.

SAMPLE FORMS

Sample 1-1 - Completed Form 4869
Sample 1-2 - Completed Form 4839
Sample 1-3 - Completed Form 4852
Sample 2-1 - Completed Form 4869
Sample 2-2 - Completed Form 4839
Sample 2-3 - Completed Form 4839
Sample 2-4 - Completed Form 4852
Sample 3-1 - Completed Form 4776
Sample 3-2 - Completed Form 4776
Sample 3-3 - Example Checklist
Sample 4-1 - Completed Form 4851

U.S. POSTAL SERVICE

LOCATION/FACILITY

POST OFFICE

COMPLETED BY
A. Clerk

COMPLETED BY
A. Clerk

[illegible]

U.S. POSTAL SERVICE WORKLOAD ANALYSIS AND SUMMARY							POST OFFICE <u>Smalltown</u>		GROSS INTERIOR AREA <u>5000</u>					
							STATE AND ZIP CODE <u>USA XXXXX</u>		EXTERIOR PAVED <u>1200</u>					
							UNIT <u>Main Office</u>		EXTERIOR UNPAVED <u>2000</u>					
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	12	54	33	LIGHT FIXTURES	DUST	FX	.25	77	4	77
2		PL	FX	1.5			34		DUST	FX	.25	14	4	14
3	OFFICE TOILETS	CL	FX	4.0			35		DUST	FX				
4	LUNDS/ SWINE RMS	CL	SF	.032	1200	38	36	LIGHT FIXTURES	WASH	FX	10.0	77	1	770
5		PL	SF	.0108			37		WASH	FX				
6		WM	SF	.03	200	6	38		WASH	FX				
7	LOCKER RMS	CL	SF	.024	600	14	39	VENETIAN BLINDS	WASH	BL	30.0	3	1	90
8		PL	SF	.008	600	5	40		DUST	BL	5.0	3	2	30
9		WM	SF	.03	200	6	41	LOBBY GLASS	WASH	SF	.178	200	52	1862
10	WORKROOMS	CL	SF	.0108	7500	80	42	EXTERIOR GLASS	WASH	SF	.178	70	3	38
11		PL	SF	.0083	7500	40	43	INTERIOR GLASS	WASH	SF	.178			
12	OFFICES	CL	SF	.0375	600	23	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	LOOKOUT GALLERY	CL	LF	.48			
15	PASSENGER ELEVATORS	CL	UT	20.0			47	CARRIER CASE	CL	EA	4.0	35	1	140
16	EXT POLICE	PL	SF	.0012	8400	10	48	OTHER CASE	CL	EA	1.5	10	1	15
17	PLATFORMS	CL	SF	.0108	1500	16	49	EXT PAVED	SWEEP	SF	.008			
18		PL	SF	.0083	1500	8	50	EXT PAVED	SWEEP	SF	.004	1200	52	250
19	SERVICE/BOX LOBBY	CL	SF	.018	3000	48	51	EXT PAVED	SWEEP	SF	.0012			
20		PL	SF	.002			52	ACTIVE STORAGE	CL	SF	.012	200	26	62
21		WM	SF	.03	500	15	53	INACTIVE STORAGE	CL	SF	.012	350	6	25
22		VS	SF	.0084			54	RESILIENT FL	DM	SF	.015	3300	12	594
23		DM	SF	.015	1000	15	55		INT	SF	.24	3850	1	924
24	STAIRWAYS	CL	UT				56		PERI	SF	.088	3850	3	1109
25		PL	UT	2.4			57	TERRAZZO	INT	SF	.24			
26	CORRIDORS	CL	SF	.008			58		PERI	SF	.12			
27		DM	SF	.015			59	CONCRETE	INT	SF	.24	850	1	204
28		VS	SF	.0084			60		PERI	SF	.008			
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					378	64		PERI	SF	.12			
(U) WORK HOUR CALCULATIONS (P)							65	LAWNS	MOW	SF	.012	2000	26	624
A	MULT. TOTAL LINE 32 BY 52 WEEKS				19656	MIN/YR	66	HEDGE/SHRUB	TRIM	LF	1.2			
B	ENTER TOTAL FROM LINE 77				7026	MIN/YR	67	SNOW	REMOV	SF	.015	200	6	18
C	TOTAL LINES A & B				26682	MIN/YR	68	P.O. BOXES	CL	EA	2.0			
D	DIVIDE LINE C BY 60 MIN				445	WH/YR	69	Stock Supplies	estimate					180
E	MULT. LINE D BY 1728					H/YR	70							
F	MULT. LINE D BY 1728					H/YR	71							
G	MULT. LINE D BY 1728					H/YR	72							
H	TOTAL LINES D + E + F + G				445	WH/YR	73							
J	DIVIDE LINE H BY 1728				0.6	WK HRS PER WEEK	74							
K	DIVIDE LINE H BY 1728					WORK YRS	75							
L	TOTAL EMPLOYEES						76							
							77	SUB TOTAL					7026	

REVIEWED BY:

M.P. Maint.

xx/xx/xx

DATE

APPROVED BY:

S.C. Manager

xx/xx/xx

DATE

MBC MGR-DIR. PLANT MAINTENANCE
PS FORM 11-17-82 4852

MBC MANAGER/POSTMASTER-MBC MANGER

SAMPLE 1-3

U.S. POSTAL SERVICE BUILDING INVENTORY				LOCATION/FACILITY 1 st Floor Workroom				POST OFFICE Bigtown, USA xxxxx				DATE xx/xx/xx COMPLETED BY A. Clerk				
ROOM/ LOCATION	DESCRIPTION	TYPE OF SPACE	SQ. FT. OF AREA	TOILET FIXTURES	LIGHT FIXTURES (TYPE)			VENE- TIAN BLINDS	GLASS		CASES		FLOORS SQ. FT. (TYPE)			MISC.
					Suspend Floor.				INTER. SQ.FT.	EXTER. SQ.FT.	CAR- RIER	OTHER	Resil. Tile	Non- Resil. Tile	Concrete	
101	Women's Toilet	Toilet	500	10	8									500		Ceramic Tile Floor
103	Women's Locker Rm	Locker	1000		16								1000			
At Col. B-2	Break Area	Lunch/ Swing Rm.	200		4								200			
107	Tour Office	Office	1000		20								1000			
109	Men's Toilet	Toilet	500	12	8								500			Ceramic Tile Floor
111	Men's Locker Rm	Locker	1000		16								1000			
115	Maint. Control Office	Office	1500		30								1500			
117	Mgr. Plant Maint.	Office	250		6								250			
119	Storage Room	Inertive Storage	500		6									500		
123	Maintenance Shop	Shop	1000		20								1000			
127	AMO Shop	Shop	400		8								400			
129	Maint. Supply Room	Supply	1000		20									1000		
131	Office Supplies	Active Storage	500		8									500		
132	Men's Toilet-Carriers	Toilet	500	12	8								500			Ceramic Tile Floor
130	Men's Locker Rm	Locker	1000		16								1000			
At Col. G-10	Break Area	Lunch/ Swing Rm.	200		4								200			
122	Women's Toilet	Toilet	500	10	8								500			
120	Women's Locker Rm	Locker	1000		16								1000			
114	Weigh Room	Workroom	800		16				200				800			
110	Sack Room	Inertive Storage	750		10									750		
1 st Floor	Workroom	Workroom	50,000		1000					180	250	50,000				
100	Lunch Room	Lunch/ Swing Rm.	1000		16								1,000			
TOTALS			65,100	44	1264				200	180	250	60,350	2000	2750		

DATE XX/XX/XX
COMPLETED BY A.M. Manager

Housekeeping-Postal Facilities

U.S. POSTAL SERVICE WORKLOAD ANALYSIS AND SUMMARY						POST OFFICE <u>Bigtown</u>		GROSS INTERIOR AREA <u>150,000</u>						
						STATE AND ZIP CODE <u>USA XXXXX</u>		EXTERIOR PAVED <u>20,000</u>						
						UNIT <u>Main Office</u>		EXTERIOR UNPAVED <u>30,000</u>						
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	286	1287	33	LIGHT FIXTURES	DUST	FX	.25	1,264	4	1,264
2		PL	FX	1.5	462	693	34		DUST	FX	.25	200	6	300
3	OFFICE TOILETS	CL	FX	4.0	100	400	35		DUST	FX	1.5	400	12	7,200
4	LUNCH/SWING RMS	CL	SF	.032	9,800	314	36	LIGHT FIXTURES	WASH	FX	5.0	1,264	1	6,320
5		PL	SF	.0106	32,200	341	37		WASH	FX				
6		WM	SF	.03	2,800	84	38		WASH	FX				
7	LOCKER RMS	CL	SF	.024	8,000	192	39	VENETIAN BLINDS	WASH	BL	30.0	20	1	600
8		PL	SF	.006	16,000	128	40		DUST	BL	5.0	20	1	100
9		WM	SF	.03	2,000	60	41	LOBBY GLASS	WASH	SF	.178	1,600	26	7,446
10	WORKROOMS	CL	SF	.0106	200,000	2120	42	EXTERIOR GLASS	WASH	SF	.178	2,400	3	1,289
11		PL	SF	.0053	300,000	1590	43	INTERIOR GLASS	WASH	SF	.178	950	2	340
12	OFFICES	CL	SF	.0375	12,500	469	44	WORKROOM PIPES/DUCTS	DUST	SF	.069	50,000	4	13,800
13	SUPPLY RMS	CL	SF	.012	6,000	72	45	OTHER PIPES/DUCTS	DUST	SF	.046	750	2	72
14	FREIGHT ELEVATORS	CL	UT	10.0	4	40	46	LOOKOUT GALLERY	CL	LF	.48	430	12	2,477
15	PASSENGER ELEVATORS	CL	UT	20.0	2	40	47	CARRIER CASE	CL	EA	4.0	220	1	880
16	EXT. POLICE	PL	SF	.0012	85,000	102	48	OTHER CASE	CL	EA	1.5	430	1	645
17	PLATFORMS	CL	SF	.0106	3,000	32	49	EXT. PAVED	SWEEP	SF	.006	4,000	52	1,248
18		PL	SF	.0053	5,000	27	50	EXT. PAVED	SWEEP	SF	.004			
19	SERVICE/BOX LOBBY	CL	SF	.016	25,000	400	51	EXT. PAVED	SWEEP	SF	.0012	16,000	52	998
20		PL	SF	.002	30,000	60	52	ACTIVE STORAGE	CL	SF	.012	2,500	12	360
21		WM	SF	.03	5,000	150	53	INACTIVE STORAGE	CL	SF	.012	6,000	6	432
22		VS	SF	.0084	20,000	128	54	RESILIENT FL	DM	SF	.015	90,000	12	16,200
23		DM	SF	.015	25,000	375	55		INT	SF	.24	100,000	1	24,000
24	STAIRWAYS	CL	UT	8.0	4	32	56		PERI	SF	.096	25,000	4	9,600
25		PL	UT	2.4	4	10	57	TERRAZZO	INT	SF	.24	4,000	1	960
26	CORRIDORS	CL	SF	.006	8,000	48	58		PERI	SF	.12	1,000	11	1,320
27		DM	SF	.015	7,500	113	59	CONCRETE	INT	SF	.24	8,000	1	1,920
28		VS	SF	.0084	4,000	26	60		PERI	SF	.096	1,500	1	144
29		PL	SF	.002	2,550	5	61	CARPET	SHAMP	SF	.24	2,000	1	480
30	SHOP AREAS	CL	SF	.012	9,000	108	62		SPOT	SF				
31	JAN CLOSET	CL	EA	10.0	14	140	63	WOOD	INT	SF	.24			
32	SUB TOTAL					9586	64		PERI	SF	.12			
WORK HOUR CALCULATIONS							65	LAWNS	MOW	SF	.012	25,000	26	7800
A	MULT. TOTAL LINE 32 BY 52 WEEKS				498,472	MIN/YR	66	HEDGE/SHRUB	TRIM	LF	1.2	5,000	2	12,000
B	ENTER TOTAL FROM LINE 77				129,915	MIN/YR	67	SNOW	REMOV	SF	.015	30,000	6	2,700
C	TOTAL LINES A & B				628,387	MIN/YR	68	P.O. BOXES		EA	2.0			
D	DIVIDE LINE C BY 50 MIN				10,473	WH/YR	69	Move Furniture				120	52	6,240
E	MULT. LINE D BY 52 WKS				105	H/YR	70	Stock Supplies				60	13	780
F	MULT. LINE D BY 52 WKS					H/YR	71							
G	MULT. LINE D BY 52 WKS					H/YR	72							
H	TOTAL LINES D + E + F + G				524	H/YR	73							
I					11,102	WH/YR	74							
J	DIVIDE LINE H BY 52				213	WK HRS PER WEEK	75							
K	DIVIDE LINE I BY 1728				6.3	WORK YRS	76							
L	TOTAL EMPLOYEES				7		77	SUB TOTAL						129,915

REVIEWED BY:

M.P. Maint.

MSC MER-DIR. PLANT MAINTENANCE
PS FORM 4852
11-17-82xx/xx/xx
DATE

APPROVED BY:

S.C. Manager

MSC MANAGER/POSTMASTER-BMC MANAGER

xx/xx/xx
DATE

SAMPLE 2-4

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)				
Area Cleaning Route										7/25/82								4.1				
BUILDING				BUILDING LOCATION				FREQUENCY										TOUR		BASIC WORK WEEK		
Main Office				Workroom				T	D	W	TH	F	SA	SU	Q	SA	A	BA	2		Mon.	
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																		
				7:30	7:40			-	Clean toilet rooms in accordance with Checklist CL-1.													
									Clean locker rooms in accordance with Checklist CL-2.													
									Obtain fully stocked custodial cart.													
				Room 203	7:40 8:34			12 Fixtures	Clean - Men's Toilet Room													
				Room 205	8:34 9:04			1250 Sq. Ft.	Clean - Men's Locker Room													
				Room 209	9:04 9:34			1250 Sq. Ft.	Clean - Women's Locker Room													
				Room 211	9:34 10:19			10 Fixtures	Clean - Women's Toilet Room													
				Room 240	10:19 11:13			12 Fixtures	Clean - Carrier's Toilet Room													
				Room 246	11:13 11:36			5 Fixtures	Clean - Supervisor's Toilet Room													

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)																									
Windows					7/25/82						2.0																									
BUILDING		BUILDING LOCATION			FREQUENCY								TOUR		BASIC WORK WEEK																					
					<table border="1"> <tr> <td>T</td><td>D</td><td>W</td><td>BW</td><td>M</td><td>BW</td><td>O</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>X</td><td></td><td></td><td></td> </tr> </table>								T	D	W	BW	M	BW	O	SA	A	BA							X				2			
T	D	W	BW	M	BW	O	SA	A	BA																											
						X																														
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																																	
	Room 10				90 sq. ft.	Performance Required: Wash and squeegee dry both sides of window glass, wipe squeegee blade dry with well wrung out sponge or sponge cloth after each stroke. Wipe corners and framework of window pane with sponge or sponge cloth. On interior side, prevent runoff of water onto painted partitions.																														
	Room 12				90 sq. ft.	Equipment and Material Required: Sponge or sponge cloth. Pail. Window washing brush. Window squeegee.																														
	Room 14				90 sq. ft.	Wash 3 windows																														
	Room 17				100 sq. ft.	Wash 3 windows																														
	Room 15				100 sq. ft.	Wash 4 windows																														
	Room 13				200 sq. ft.	Wash 4 windows																														
						Wash 8 windows																														

JOB PERFORMANCE: Clean Toilet Room

EQUIPMENT AND

MATERIAL REQUIRED: Wet Mop.
Two mop buckets, one wringer.
Bowl brush.
Sponge.
Sponge cloth.
Liquid detergent.
Trash container.
Pickup pan and broom.
Putty knife.
Untreated sweeping mop.
Polyethelene trash can liners.

- TASKS REQUIRED:
1. Sweep floor picking up loose paper and trash, remove gum spots with putty knife.
 2. Wash mirrors, ledges, crome, and receptacles.
 3. Scrub interior and exterior surfaces, including lips of water closets, urinals, lavatories and multiple wash sinks.
 4. Damp wipe toilet partitions and doors, toilet rooms doors, shower stalls and all wainscotting.
 5. Dust partition tops and high ledges.
 6. Dust window sills and vents.
 7. Refill toilet tissue, papertowel and soap dispensers.
 8. Empty trash receptacles.
 9. Wet mop and rinse floor.

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

REMARKS:

Sinks in Rm 109 had built up soap scum on undersides .

Mirrors in Rm 122 had a dirty film .

Carrier cases at columns FB & F9 dusty on top .

Ext. Policing - Cigarette butts & beer cans behind shrubs at lobby entrance .

Tunnel - Accumulated dust on floor under conveyor F-1 .

Venetian blinds in Rm 201 were dirty .

INSPECTED BY:

S.B. Serv. Supt. Bldg. Serv. D.M. Supv Tour Supt.

SIGNATURE TITLE SIGNATURE TITLE

APPENDIX

Exhibit A - Blank Form 4869
Exhibit B - Blank Form 4839
Exhibit C - Blank Form 4852
Exhibit D - Blank Form 4776
Exhibit E - Blank Form 4851
Exhibit F - Housekeeping Inspection Techniques

[illegible]

Housekeeping-Postal Facilities

U.S. POSTAL SERVICE WORKLOAD ANALYSIS AND SUMMARY						POST OFFICE		GROSS INTERIOR AREA						
						STATE AND ZIP CODE		EXTERIOR PAVED						
						UNIT		EXTERIOR UNPAVED						
LINE NO.	JOB REQUIREMENT	OPERATION	UNIT OF MEASURE	MINUTES PER SQ. FT. OR UNIT	WEEKLY QUANTITY	WEEKLY MINS.	LINE NO.	JOB REQUIREMENT	OPERATION	UNIT OF MEASURE	MINUTES PER SQ. FT. OR UNIT	QUANTITY	FREQUENCY	ANNUAL MINS.
(A)	(B)	(C)	(D)	(E)	(F)		(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)
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	.006			40		DUST	BL	8.0			
9		WM	SF	.03			41	LOBBY GLASS	WASH	SF	.179			
10	WORKROOMS	CL	SF	.0106			42	EXTERIOR GLASS	WASH	SF	.179			
11		PL	SF	.0053			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	.046			
14	FREIGHT ELEVATORS	PL	UT	10.0			46	LOCKER 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	.006			
18		PL	SF	.0053			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	.0084			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	.0084			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			
(U) WORK HOUR CALCULATIONS														
(V)														
A	MULT. TOTAL LINE 32 BY 52 WEEKS					MIN/YR	65	LAWNS	MOW	SF	.012			
B	ENTER TOTAL FROM LINE 77					MIN/YR	66	HEDGE/SHRUB	TRIM	LF	1.2			
C	TOTAL LINES A + B					MIN/YR	67	SNOW	REMOV	SF	.015			
D	DIVIDE LINE C BY 60 MIN					WH/YR	68	P.O. BOXES	CL	EA	2.0			
E	MULT. LINE D BY 1728					H/YR	69							
F	MULT. LINE E BY 1728					H/YR	70							
G	MULT. LINE F BY 1728					H/YR	71							
H	TOTAL LINES D + E + F + G					WH/YR	72							
I	DIVIDE LINE H BY 52					WK HRS PER WEEK	73							
J	DIVIDE LINE I BY 1728					WORK YRS	74							
K							75							
L	TOTAL EMPLOYEES						76							
							77	SUB TOTAL						

REVIEWED BY:

APPROVED BY:

MSC MGR-DIR. PLANT MAINTENANCE

DATE

MSC MANAGER/POSTMASTER-SMC 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	
										T	D	W	BW	M	BM	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																				

Housekeeping-Postal Facilities

HOUSEKEEPING INSPECTION				POST OFFICE:				UNIT:							
				STATE & ZIP CODE:				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 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/DOCKS										
	DRINKING FOUNT.				HEDGES/SHRUBS										
	FLOORS			LAWN			COMPONENT CLEANING		S	U					
	GENERAL CONDITION			SERVICE/BOX LOBBIES	DESKS/TABLES			LIGHT FIXTURES							
LOCKER ROOMS	DUSTING				CIGARETTE URNS			VENETIAN BLINDS							
	FLOORS				TRASH CANS			GLASS CLEANING							
	GENERAL CONDITION				GLASS CLEANING			FLOOR CARE							
WORK-ROOMS	DUSTING				WALLS/COUNT. FNT			WALLS							
	FLOORS			FLOORS			CASES								
	WALLS/DOORS			SCREENLINE			POST OFFICE BOXES								
	DRINKING FOUNT.			GENERAL CONDITION			PIPES/DUCTS								
	GENERAL CONDITION			STAIRWAYS	STEPS/LANDINGS			DECORATIVE METAL							
SUPPLY/STORAGE ROOMS	DUSTING				WALLS/DOORS			OTHER:							
	FLOORS				RAILINGS			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 inspection 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 once 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 overcroppings 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 wiped 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.

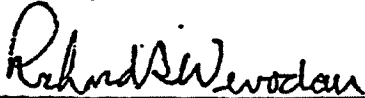
Pipes and Ducts: Pipes and ducts should not have *accumulated* dust. High access equipment may be necessary to properly check these surfaces.

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

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 exceded 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

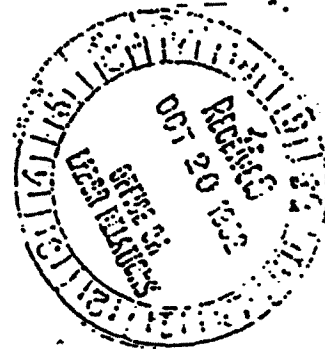
Dated: 4/20/83

JW JG
 WAD DD
 FL 10/20 KG 10/25
 JS 10/20 AS 10/25
 EK 10/21 MK 10/25
 TMC 10/21 WS
 JD FD

*Revised Staffing
10/25/82*

Labor Law

19 OCT 1982



Mr. Moe Miller
 President
 American Postal Workers
 Union, AFL-CIO
 817 14th Street, NW
 Washington, DC 20005

Dear Mr. Miller:

On February 17, 1981, you were provided a draft copy of the revised Maintenance Handbook, Series MS-47, Housekeeping - Postal Facilities. As you may be aware, this version was never published. However, the MS-47 has been revised once again, and is provided to you pursuant to the provisions of Article 19 of the USPS-APWC/NALC National Agreement.

The following summarizes the key changes which we believe are directly related to wages, hours, or working conditions.

- o To assure the staffing and scheduling of custodial employees accurately reflects the needs of each installation, local management shall be responsible for determining how often each custodial function will be performed. This determination will be based on local conditions. The existing frequencies of performance contained in the MS-47 are being removed.
- o Detailed inspection procedures have been established to ensure that each facility is maintaining a safe, clean, and healthful environment.
- o The existing staffing and scheduling forms have been revised to reflect the aforementioned changes in the staffing and scheduling of custodial employees.

Mr. Joe Miller

2

A meeting to discuss the material contained in the draft shall be arranged, if requested. Dan Fahn of my staff is available (245-4751) should there be any questions regarding the foregoing.

Sincerely,

(signed) James C. Gildea

James C. Gildea
Assistant Postmaster General
Labor Relations Department

Enclosure

bcc: P. A. Jacobson, ES100 (w/o enclosure)
E. J. Kuebert, RD110, PSL (w/o enclosure)
V. Drumb, LR200 (w/o enclosure)
W. Henry, LR300 (w/o enclosure)
W. Downes, LR100 (w/o enclosure)
→ Regional Gen. Mgrs., LRD-All Regions (w/o enclosure)
LR100:DAFahn:nb:4110 10/8/82
(File: MS-47)

[Text version](#)[Home](#) [Index](#) [Search](#)

Regulations (Standards - 29 CFR)

General requirements. - 1910.22

◀ [OSHA Regulations \(Standards - 29 CFR\) - Table of Contents](#)

- **Standard Number:** 1910.22
 - **Standard Title:** General requirements.
 - **SubPart Number:** D
 - **SubPart Title:** Walking-Working Surfaces
-

Interpretation(s)

This section applies to all permanent places of employment, except where domestic, mining, or agricultural work only is performed. Measures for the control of toxic materials are considered to be outside the scope of this section.

(a)

"Housekeeping."

(a)(1)

All places of employment, passageways, storerooms, and service rooms shall be kept clean and orderly and in a sanitary condition.

(a)(2)

The floor of every workroom shall be maintained in a clean and, so far as possible, a dry condition. Where wet processes are used, drainage shall be maintained, and false floors, platforms, mats, or other dry standing places should be provided where practicable.

(a)(3)

To facilitate cleaning, every floor, working place, and passageway shall be kept free from protruding nails, splinters, holes, or loose boards.

(b)

"Aisles and passageways."

(b)(1)

Where mechanical handling equipment is used, sufficient safe clearances shall be allowed for aisles, at loading docks, through doorways and wherever turns or passage must be made. Aisles and passageways shall be kept clear and in good repairs, with no obstruction across or in aisles that could create a hazard.

..1910.22(b)(2)**(b)(2)**

Permanent aisles and passageways shall be appropriately marked.

(c)

"Covers and guardrails." Covers and/or guardrails shall be provided to protect personnel from the hazards of open pits, tanks, vats, ditches, etc.

(d)

"Floor loading protection."

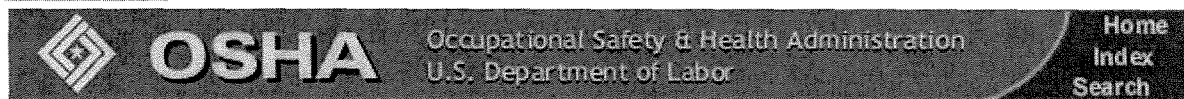
(d)(1)

In every building or other structure, or part thereof, used for mercantile, business, industrial, or storage purposes, the loads approved by the building official shall be marked on plates of approved design which shall be supplied and securely affixed by the owner of the building, or his duly authorized agent, in a conspicuous place in each space to which they relate. Such plates shall not be removed or defaced but, if lost, removed, or defaced, shall be replaced by the owner or his agent.

(d)(2)

It shall be unlawful to place, or cause, or permit to be placed, on any floor or roof of a building or other structure a load greater than that for which such floor or roof is approved by the building official.

◀ [OSHA Regulations \(Standards - 29 CFR\) - Table of Contents](#)

[Text version](#)[Home](#) [Index](#) [Search](#)

Standards Interpretation and Compliance Letters

General Requirement Standard.

◀ [OSHA Standard Interpretation and Compliance Letters - Table of Contents](#)

- **Record Type:** Interpretation
 - **Standard Number:** [1910.22](#)
 - **Subject:** General Requirement Standard.
 - **Information Date:** 04/03/1995
-

April 3, 1996

[Name Withheld]

Dear [Name Withheld]:

This is in response to your letter of February 5, in which you asked the following questions:

1) What constitutes a "floor"? If I have a flat, solid concrete slab that is laid (poured) directly on ground (earth), does that constitute a "floor" as referenced in the standard?

Answer: Neither the OSHA standard, nor the ANSI standard (A58.1-1955) from which it is derived, define floor. Therefore, we are utilizing the dictionary definitions of floor, one of which is: "That part of a room which forms its lower enclosing surface and upon which one walks." If the concrete slab to which you are referring is in a building, it would constitute a floor.

2) Who is the "building official" referenced in the standard?

Answer: "Building official" refers to the local government official who is responsible for enforcing the local building codes.

3) What is a "plate of approved design" as referenced in the standard?

Answer: It is the "floor loading sign" from the local building official.

Attached, for your information, is a copy of 1910.22 from the proposed standard. There

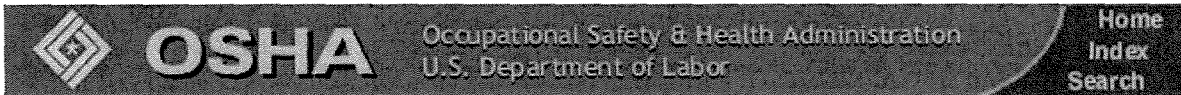
is no longer a requirement for a floor loading sign; however, the employer must ensure that employees involved in warehousing or storage activities know the intended load limits. This applies to "structurally supported surfaces". The floor that you have described, i.e., a concrete slab, would not be covered under this requirement.

If you have further questions, contact Patricia Biles on (202) 219-8031.

Sincerely,

John B. Miles, Jr., Director
Directorate of Compliance Programs

◀ [OSHA Standard Interpretation and Compliance Letters - Table of Contents](#)

[Text version](#)[Home](#) [Index](#) [Search](#)

Standards Interpretation and Compliance Letters

Wet floors due to weather conditions or the entry of vehicles containing melting snow.

◀ [OSHA Standard Interpretation and Compliance Letters - Table of Contents](#)

- **Record Type:** Interpretation
 - **Standard Number:** [1910.22](#)
 - **Subject:** Wet floors due to weather conditions or the entry of vehicles containing melting snow.
 - **Information Date:** 04/06/1994
-

April 6, 1994

Mr. Stuart Flatow
Occupational Health Specialist
2200 Mill Road
Alexandria, Virginia 22314-4677

Dear Mr. Flatow:

Thank you for your letter of January 31, requesting an interpretation of the Occupational Safety and Health Administration (OSHA) standard at 29 CFR 1910.22(a)(2). Specifically, you asked if wet floors due to weather conditions or the entry of vehicles containing melting snow would be subject to 1910.22(a)(2). We apologize for the delay in our response.

The answer to your question is "yes"; wet floors due to water conditions or the entry of vehicles containing melting snow would be subject to 29 CFR 1910.22(a)(2). The first sentence of 29 CFR 1910.22(a)(2) requires floors to be maintained in a clean and, so far as possible, dry condition. Depending on the circumstances, this could require more than regularly scheduled housekeeping.

The second sentence of 1910.22(a)(2) addresses requirements where wet processes are used. A wet floor due to weather conditions would not constitute a wet process. A wet process involves a location where liquid is used to water, wash, soften, cook, or cool a product, and part or all of the liquid residue runs into drains or onto the walking and

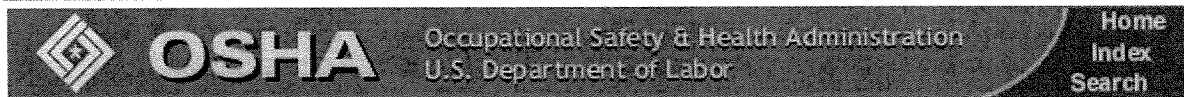
working surfaces.

We appreciate your interest in employee safety and health. If we can be of further assistance, please do not hesitate to contact us.

Sincerely,

H. Berrien Zettler, Deputy Director
Directorate of Compliance Programs

◀ [OSHA Standard Interpretation and Compliance Letters - Table of Contents](#)

[Text version](#)[Home](#) [Index](#) [Search](#)

Standards Interpretation and Compliance Letters

Aisles and Passageways.

◀ [OSHA Standard Interpretation and Compliance Letters - Table of Contents](#)

- **Record Type:** Interpretation
 - **Standard Number:** [1910.22](#)
 - **Subject:** Aisles and Passageways.
 - **Information Date:** 02/14/1977
-

February 14, 1977

MEMORANDUM TO:

Donald E. MacKenzie Acting Director,
Office of Field
Coordination and Experimental Programs

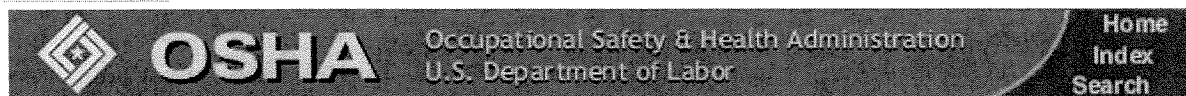
Subject: 29 CFR 1910.22(b)(2), Aisles and Passageways

Attention: Maureen Kelleher

Reference: Hal Bigham

This is in response to your inquiry concerning issuance of citations where there are no painted markings of permanent aisles and passageways for dirt floors or floors covered with sand or dust.

The wording of the standard, 29 CFR 1910.22(b)(2), that aisles and passageways be appropriately marked, does not require marking by painted yellow lines only. Painted yellow lines are usually recognized as the most convenient and inexpensive way to mark aisles and passageways since the lines normally last several years without maintenance or repainting. Dirt floors or floors having continuous concentrations of sand or dust would render the application of painted floor markings infeasible and impractical, especially in foundries. Other appropriate methods such as marking pillars, powder stripping, flags, traffic cones, barrels and many other devices are considered appropriate as long as recognition of such is included in the vehicle operator and employee training

[Text version](#)[Home](#) [Index](#) [Search](#)

Standards Interpretation and Compliance Letters

Marking and width requirements for aisles in industrial operations.

◀ [OSHA Standard Interpretation and Compliance Letters - Table of Contents](#)

- **Record Type:** Interpretation
 - **Standard Number:** 1910.22(b)
 - **Subject:** Marking and width requirements for aisles in industrial operations.
 - **Information Date:** 05/15/1972
-

May 15, 1972

REPLY TO ATTN OF: OSHA/ARAC

SUBJECT: Compliance with Aisle Markings (Part 1910.22(b))

TO: All Area Directors

As a result of numerous calls regarding the marking and widths of aisles in industrial operations, the following are considered to comply with the requirements:

The lines used to delineate the aisles may be any color so long as they clearly define the area considered as aisle space. The lines may be composed of dots, square, strip or continuous, but they too must define the aisle area.

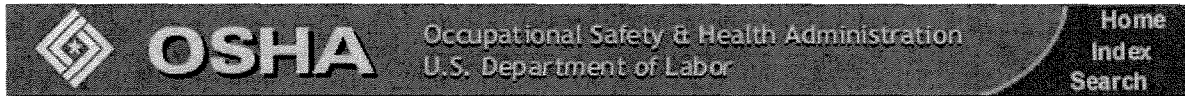
The recommended width of aisle markings varies from 2 inches to 6 inches; therefore, any width 2 inches or more is considered acceptable.

The recommended width of aisles is at least 3 feet wider than the largest equipment to be utilized, or a minimum of 4 feet.

R.A. Wendell
Assistant Regional Administrator
for Compliance

◀ [OSHA Standard Interpretation and Compliance Letters - Table of Contents](#)

[Text version](#)



[Home](#) [Index](#) [Search](#)

Standards Interpretation and Compliance Letters

Lessor and lessee responsibilities for posting floor load limits.

◀ [OSHA Standard Interpretation and Compliance Letters - Table of Contents](#)

- **Record Type:** Interpretation
 - **Standard Number:** [1910.22\(d\)](#)
 - **Subject:** Lessor and lessee responsibilities for posting floor load limits.
 - **Information Date:** 03/20/1974
-

March 20, 1974

Mr. C. M. Westerman
Senior Vice President
Warner Insurance
4210 Peterson Avenue
Chicago, Illinois 60646

Dear Mr. Westerman:

This letter is in response to your request of February 12, 1974, as to who would be cited under certain floor loading situations. A recent opinion by the Associate Solicitor for Occupational Safety and Health is the basis for the following.

The relationship of a building owner and a tenant is that of "lessor" and "lessee."

The tenant's employees are his responsibility, and under Section 5(a)(2) of the Occupational Safety and Health Act of 1970, he is required to provide a place of employment which meets the requirements of paragraph (d) of 1910.22.

The situation you describe where a building owner refused to assist the tenant in evaluating and posting the areas he occupied is between "lessor" and "lessee."

The employer of the employees who are exposed to a recognized hazard would be cited in the event of an inspection.

Your interest in safety and health is greatly appreciated. If I may be of further assistance, feel free to contact me.

Sincerely,

Barry J. White
Associate Assistant Secretary
for Regional Programs

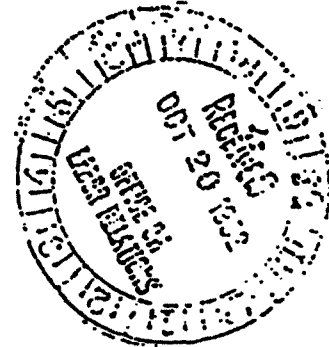
◀ [OSHA Standard Interpretation and Compliance Letters - Table of Contents](#)

JW JG
 WAD DD
 PL 10/20 KG 11/25
 JS 11/20 AS 12/25
 EK 12/21 MK 1/26
 TMC 12/21 WWS
 JD FD

*Route 54
no
skate*

Labor Law

19 OCT 1982



Mr. Moe Miller
 President
 American Postal Workers
 Union, AFL-CIO
 817 14th Street, NW
 Washington, DC 20065

Dear Mr. Miller:

On February 17, 1981, you were provided a draft copy of the revised Maintenance Handbook, Series MS-47, Housekeeping - Postal Facilities. As you may be aware, this version was never published. However, the MS-47 has been revised once again, and is provided to you pursuant to the provisions of Article 19 of the USPS-APWU/NAAC National Agreement.

The following summarizes the key changes which we believe are directly related to wages, hours, or working conditions.

- o To assure the staffing and scheduling of custodial employees accurately reflects the needs of each installation, local management shall be responsible for determining how often each custodial function will be performed. This determination will be based on local conditions. The existing frequencies of performance contained in the MS-47 are being removed.
- o Detailed inspection procedures have been established to ensure that each facility is maintaining a safe, clean, and healthful environment.
- o The existing staffing and scheduling forms have been revised to reflect the aforementioned changes in the staffing and scheduling of custodial employees.

Mr. Joe Eiller

2

A meeting to discuss the material contained in the draft shall be arranged, if requested. Dan Fahn of my staff is available (245-4751) should there be any questions regarding the foregoing.

Sincerely,

(signed) James C. Gildea

James C. Gildea
Assistant Postmaster General
Labor Relations Department

Enclosure

bcc: P. A. Jacobson, ES100 (w/o enclosure)
E. J. Kuebert, RD110, PSL (w/o enclosure)
V. Drumb, LR200 (w/o enclosure)
W. Henry, LR300 (w/o enclosure)
W. Downes, LR100 (w/o enclosure)
➤ Regional Gen. Mgrs., LRD-All Regions (w/o enclosure)
LR100:DAFahn:nb:4110 10/8/82
(File: MS-47)

SETTLEMENT AGREEMENT

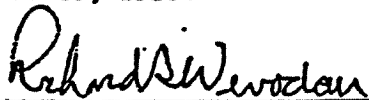
The undersigned parties, by and through their respective representatives agree to the following provisions for the purpose of settlement of the pending grievance in Case No. HIC-NA-C-46.


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



maintenance bulletin

SUBJECT: Current Productive Workhours
HBK MS-47 Housekeeping - Postal
Facilities

DATE: January 12, 1987

NO.: MM0-7-87

TO: 1. Sectional Center Facilities
2. Bulk Mail Centers
3. Maintenance Capable Offices
4. Area Maintenance Offices
5. Divisional Field Directors
Operations Support

FILE CODE: P

The following pen and ink change should be made to the HBK MS-47 Housekeeping - Postal Facilities:

Page 2-6, paragraph u.; the number 1768 should be replaced with 1760 in the first two lines.

"If the facility is not to be cleaned by contract, divide line H by 1760. (note - The 1760 figure is the current productive annual workhours for one USPS custodial employee.)"

Questions or comments should be directed to Maintenance Technical Support Center, Plant Equipment Branch, P.O. Box 1600, Norman, OK 73070-6704; Telephone (PEN) 747-8252.

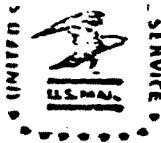
R. Wayne Younkina

R. Wayne Younkina
Field Director
Maintenance Technical Support Center
Office of Maintenance Management

RECEIVED

MAY 19 1988

CINCINNATI DIVISION, APWU



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

June 25, 1981

RECEIVED

APR 20 1982

COORDINATOR-SOUTHERN REGION
AMERICAN POSTAL WORKERS UNION
AFL-CIO

224
Mr. Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

Re: APWU
Charlotte, NC 28228
H8T-3P-C 17490
AB 5 1998

Dear Mr. Wevodau:

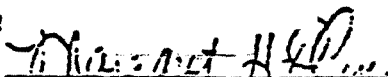
On June 8, 1981, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

The question raised in this grievance involves whether or not custodial staffing at the Charlotte, NC Post Office is in accord with the provisions of Handbook MS-47.

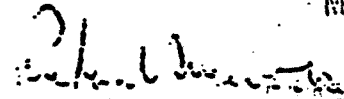
After further review of this matter, we mutually agreed that no National interpretive issue is fairly presented in the particulars evidenced in this case. We also agreed that the issue will have to be decided by applying the provisions the Gamser National Arbitration Award No. A-8-NA-0375 dated June 1, 1981.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary. Please sign a copy of this letter as your acknowledgment of agreement to remand this case.

Sincerely,


Margaret H. Oliver
Labor Relations Department

cc: President, APWU Local
National Vice President


Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union
AFL-CIO

STAFFING WILL BE AS PER THE RESULTS OF THE SURVEY.
COPY OF THE SURVEY.
WALTER FLANAGAN, LABOR RELATIONS DIVISION

THE LOCAL UNION WILL BE ADVISED.
BUSTER CREWS, REGIONAL MAINTENANCE REP.

MAY 10 1982



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

RECEIVED

APR 2 1984

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

MAR 30 1984

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
Lubbock, TX 79402
HLT-3T-C 28660

Dear Mr. Wevodau:

On February 24, 1984, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the National Agreement.

The question raised in this grievance involved whether 2 full-time or 2 part-time custodial positions are needed at the Lubbock, Texas, Post Office.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. There is no dispute between the parties at Step 4 as to the meaning and intent of Section 240 of Handbook MS-47. We agreed that the question raised requires application of that provision to the fact circumstances instead of an interpretation.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing and arbitration if necessary.

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

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

Richard I. Wevodau
Richard I. Wevodau
Assistant Director
Maintenance Clerk Division
American Postal Workers



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.



OFFICIAL OLYMPIC SPONSOR


Thomas Freeman, Jr.

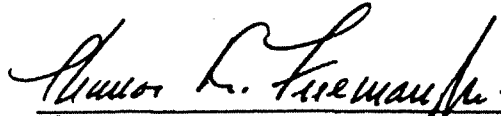
2

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 dark ink, appearing to read "Oscar Ochoa", written over a horizontal line.

Oscar Ochoa
Grievance and Arbitration
Labor Relations

A handwritten signature in dark ink, 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



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

RE: B90T-4B-C 93015581
CLASS ACTION
Providence RI 02904-9998

Dear Mr. Williams:

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

This issue in this grievance is whether management was hiring casual employees in lieu of career employees.

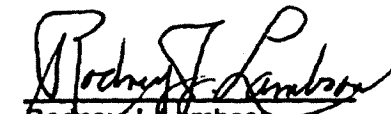
After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. The parties agree that management is required under Section 116 of the MS-47 Handbook to maintain the level of custodial staffing once that staffing level has been determined in accordance with the procedures contained in the MS-47. This has been articulated in Step 4 grievance H7T-3A-C 8445 (attached).

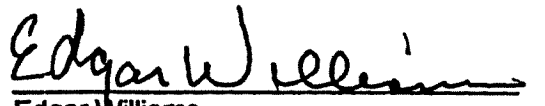
Accordingly, we agreed to remand this case to the stage of the arbitration process prior to this grievance being appealed to Step 4.

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

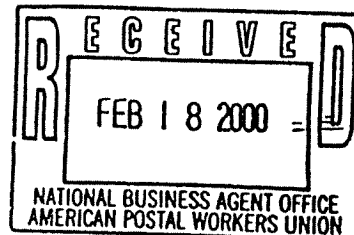
Time limits at Step 4 were extended by mutual consent.

Sincerely,


Rodney J. Lambson
Labor Relations Specialist
Grievance and Arbitration


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

Date: 1-21-99



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

Re: Q90T-4Q-C 95004878
Class Action
Washington, DC 20260-4100


Dear Mr. Donelson:


Recently, we met in a prearbitration discussion concerning the above-referenced grievance.

The issue in this grievance is whether the Postal Service violated Article 19 of the national agreement in its proposed changes (letter dated: July 26, 1994) to the MS-47 Handbook, Housekeeping Postal Facilities.

As discussed, the aforementioned proposal was never placed into effect. Accordingly; this matter is moot and the parties agree that this case is closed and is withdrawn from the list of cases pending National Arbitration.

Please sign and return the enclosed copies of this letter as your acknowledgement of agreement to close this case and withdraw it from the list of cases pending national arbitration.


Thomas J. Valenti
Labor Relations Specialist
Contract Administration


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

February 3, 2000



Maintenance Management Order

SUBJECT: Pandemic Flu Cleaning Contingency

DATE: December 7, 2006

NO: MMO-129-06

- TO:**
1. Maintenance Capable Offices
 2. Plant Manager, Maintenance Capable Offices
 3. Manager, Maintenance Support, Area Offices
 4. Manager, Safety & Health, District Offices
 5. Safety Specialist, Plant
 6. Human Resource Analyst/Safety Area Offices
 7. Manager, Safety & Health, Headquarters

FILE CODE: P2
mrio:mm06158ab

MAINTENANCE MANAGEMENT ORDER

MAINTENANCE MANAGEMENT ORDER

This Maintenance Management Order (MMO) provides guidance regarding additional disinfecting procedures required at any facility located in an area experiencing an influenza pandemic. Following the cleaning requirements contained in MS-47 will ensure a safe and healthful work environment under normal circumstances. During an influenza pandemic however, more stringent cleaning methods must be adopted in order to protect the safety and health of postal employees and postal customers. Given the concern regarding the spread of influenza through contaminated objects and surfaces, additional measures will be required to minimize the transmission of the virus through environmental surfaces such as sinks, handles, railings, and counters. The additional disinfecting requirements contained in this MMO will assist in reducing the spread of influenza.

Each facility should continue with their normal cleaning routines unless they are notified that their facility is located in an identified influenza pandemic area. District or Area management will determine if an influenza pandemic situation exists and notify those facilities that are impacted by the pandemic. Maintenance management must initiate the additional disinfecting requirements once they have been notified an influenza pandemic situation exists in their area. Maintenance management must make preparations in advance to ensure they can adequately respond if notified their facility is in a location affected by an influenza pandemic.

Maintenance Managers should also assist the Senior Postal Official (SPO) at postal facilities that utilize contract custodial services to ensure the additional disinfecting requirements are addressed. The SPO should coordinate the additional requirements with the contracting officer. If custodial resources are not available for these tasks, the SPO may require non-custodial personnel to perform them. However, before non-custodial postal employees can perform these cleaning requirements they must be trained on the proper use of the disinfecting chemicals and provided with any necessary personal protective equipment (PPE).

The attachments in this MMO provide information covering items to focus on, disinfecting frequencies, and recommended products and methods. See list of attachments at the end of this transmittal letter.

Direct any questions or comments concerning this bulletin to the HelpDesk, Maintenance Technical Support Center, P.O. Box 1600, Norman OK 73070-1600; telephone FTS 2000 (405) 573-2123 or toll free (800) 366-4123.

Earl J. Jones
Manager
Maintenance Technical Support Center
Maintenance Policies and Programs

- Attachments:
1. General Information on Influenza
 2. Disinfecting Methods and Materials
 3. Items that Need to be Specifically Disinfected during a Pandemic
 4. Recommendations on Making Bleach Solutions
 5. Documentation and Forms for Tracking Additional Cleaning Activities and Work Hours
 6. Steps Individuals Should Perform to Reduce Contact with Contaminated Surfaces
 7. Resources and Links for Additional Information.

MAINTENANCE MANAGEMENT ORDER

MAINTENANCE MANAGEMENT ORDER

ATTACHMENT 1**GENERAL INFORMATION ON INFLUENZA**

This attachment provides general flu information and emphasizes the importance of escalated cleaning procedures to prevent further spread of disease.

Influenza, also called the flu, is caused by a virus. The virus is an organism too small to be seen by the naked eye. Influenza viruses have threatened the health of human populations for centuries.

Every year, a flu virus infects people around the world. This flu is a yearly, or seasonal, event. In the United States, the flu season begins in late December and ends in March. Typically, the seasonal flu is most dangerous for the very young, the very sick, and the very old.

A pandemic is an outbreak of a disease that covers a wide geographic area and affects large numbers of people. Pandemic flu will affect people worldwide and can appear at the same time as seasonal flu. Pandemic flu is caused by a new virus or one to which humans have not been exposed in a very long time (probably not within the lifetime of anyone currently living). Pandemic flu spreads rapidly and is seen worldwide. Pandemic flu infects large numbers of people of all ages and causes serious illness and deaths. No one knows for sure when the next flu pandemic will occur. The period between flu pandemics does not follow any regular pattern.

The World Health Organization (WHO) states that "once a contagious virus emerges, its global spread is considered inevitable." Also, given the speed and volume of international travel, the virus could reach all continents in less than three months.

There is growing evidence that a significant proportion of flu is spread via hands and surfaces such as handkerchiefs and tissues, faucet and door handles, telephones, and other surfaces touched by an infected person. The most effective way to avoid the flu virus is to wash hands frequently during the day and avoid touching the mouth, nose, or eyes. There is no evidence that influenza transmission can occur across long distances (e.g., through ventilation systems) or through prolonged residence in air.

In the event of a flu pandemic, the Centers for Disease Control and Prevention (CDC) recommends cleaning frequently touched surfaces and commonly shared items at least daily and when visibly soiled. Disinfection of phone receivers, refrigerator doors, kitchen and bathroom faucets, light switches and cover plates, microwave oven handles, TV remotes, and door knobs is also good practice. Items and surfaces common to the postal environment include counters, cases, elevator and vending machine buttons, and machine control buttons. Transmission from contaminated hard surfaces is unlikely, but influenza viruses may live up to 2 days on such surfaces. Surfaces that are frequently touched with hands should be cleaned at least daily during community outbreaks. At a minimum, facilities should develop procedures for disinfecting common and toilet areas during an outbreak and develop procedures for employees to follow to keep work areas clean (e.g., disinfecting phones, keyboards, personal items). There is no evidence to support effectiveness of widespread disinfection of the environment or air as a means of preventing the spread of the flu virus.

Overall, the U.S. Department of Health and Human Services (HHS) recommends that infection control for pandemic influenza in workplaces should focus on keeping sick workers away while they are infectious, promoting respiratory hygiene/cough etiquette, and promoting hand hygiene.

MAINTENANCE MANAGEMENT ORDER

MAINTENANCE MANAGEMENT ORDER

MAINTENANCE MANAGEMENT ORDER

THIS PAGE BLANK

MAINTENANCE MANAGEMENT ORDER

ATTACHMENT 2**DISINFECTING METHODS AND MATERIALS**

This attachment covers disinfecting methods, products and frequency, and disposal of waste.

The best way to kill flu virus on one's person is by washing hands several times a day for at least 20 seconds with either soap or hand sanitizers. It will be up to building occupants to ensure their hands are washed often and long enough, but cleaning crews can still encourage proper techniques. Posted signs in restrooms serve as good reminders.

Cleaning and disinfection of frequently touched surfaces will be the main focus of building services personnel during a pandemic. In order to properly disinfect a surface, it must first be cleaned. Current cleaning products and practices shall stay in place, with the addition of disinfection procedures.

To disinfect surfaces against influenza viruses, the CDC recommends the use of an Environmental Protection Agency (EPA)-registered household disinfectant labeled for activity against bacteria and viruses, an EPA-registered hospital disinfectant, or an EPA-registered chlorine bleach/hypochlorite solution.

The disinfectant should be applied according to the manufacturer's instructions. Common safety precautions related to the mixing and use of chemicals should be followed. Material Safety Data Sheets (MSDS) should be obtained from the supplier or manufacturer prior to use of any new product. Proper Personal Protective Equipment (PPE) should be used as needed. The manufacturer's instructions and MSDS are good places to find PPE recommendations.

Dwell time, or the time the disinfectant or bleach solution remains on a surface prior to wiping or rinsing, is important to how well it kills germs and viruses. For example: the disinfectant mentioned below (Triad III) has a 10 minute dwell time. If a site chooses to use a bleach solution, it should be mixed with water in a 0.24% solution, which is 2/3 cup bleach per 1 gallon water. This bleach solution should be allowed to stand (or dwell) for 5 minutes prior to rinsing. See Attachment 4 for an explanation on how to mix bleach solution.

Tourly cleaning and disinfecting is most effective in preventing the spread of disease. At minimum, common areas, lavatory fixtures, and items subject to frequent hand contact should be cleaned and disinfected daily.

Disposal of used and unused disinfecting products should be done in accordance with all applicable federal, state, and local regulations.

Headquarters has investigated disinfectants available through our nationally mandated contracts. The following items are recommended:

For daily and tourly disinfection by custodians of fixtures, common areas, handrails, case ledges, light switches, buttons, etc :

Clorox Ultra Bleach
Grainger Item # 1VN32
Cleanwise # 50092

Triad III Disinfectant Cleaner
Cleanwise # 56047

MAINTENANCE MANAGEMENT ORDER

MAINTENANCE MANAGEMENT ORDER

For periodic disinfection by employees of items such as telephones, controls, desks, keyboards, steering wheels, etc....:

Disinfectant wipe
Grainger # 1AU21 or 1AU17
Cleanwise # 50094 or 50095

To encourage frequent hand washing:

Sign, wash hands
Grainger # 6CL57, 4NL88 or 6FW26
MSC # 00504779 or 00504787

MAINTENANCE MANAGEMENT ORDER

MAINTENANCE MANAGEMENT ORDER

ATTACHMENT 3**ITEMS THAT NEED TO BE SPECIFICALLY DISINFECTED DURING A PANDEMIC**

1) Toilet Room	Disinfect Tourly
<ul style="list-style-type: none"> a) Door knobs or handles b) Light switches and cover plates c) Paper towel dispenser knobs or handles d) Faucet handles e) Toilet and urinal flush levers f) Toilet and urinal partitions, doors (including knobs, levers or slides) g) Other items identified locally 	
2) Lunch/Swing room	Disinfect Tourly
<ul style="list-style-type: none"> a) Refrigerator door handles b) Microwave door handles and buttons/keypads c) Table tops d) Door knobs or handles e) Light switches and cover plates f) Vending machine buttons g) Drinking fountain h) Other items identified locally 	
3) Locker room	Disinfect Tourly
<ul style="list-style-type: none"> a) Door knobs or handles b) Light switches and cover plates c) Other items identified locally 	
4) Workroom	Disinfect Daily
<ul style="list-style-type: none"> a) Door knobs or handles b) Light switches and cover plates c) Time clock buttons d) Handrails e) Drinking fountain f) Other items identified locally 	
5) Office space	Disinfect Daily
<ul style="list-style-type: none"> a) Door knobs or handles b) Light switches and cover plates c) Telephones d) Other items identified locally 	
6) Elevator (freight and passenger)	Disinfect Daily
<ul style="list-style-type: none"> a) Call and operating buttons b) Other items identified locally 	
7) Service/Box lobby	Disinfect Tourly
<ul style="list-style-type: none"> a) Door knobs or handles b) Light switches and cover plates c) Counters d) Patron desks e) Other items identified locally 	

MAINTENANCE MANAGEMENT ORDER

MAINTENANCE MANAGEMENT ORDER

8) Stairway	Disinfect Tourly
a) Door knobs or handles	
b) Light switches and cover plates	
c) Handrails	
d) Other items identified locally	
9) Corridor	Disinfect Daily
a) Door knobs or handles	
b) Light switches and cover plates	
c) Handrails	
d) Drinking fountain	
e) Other items identified locally	
10) Shop area	Disinfect Tourly
a) Door knobs or handles	
b) Light switches and cover plates	
c) Handrails	
d) Other items identified locally	
11) Janitor's closet	Disinfect Tourly
a) Door knobs or handles	
b) Light switches and cover plates	
c) Faucet handles	
d) Other items identified locally	
12) Other areas unique to site	Disinfect Tourly or Daily
a) Disinfect items commonly touched by hands	
13) Vehicles	Disinfect Tourly or Daily
a) Steering wheels	
b) Door handles	
c) Shift knobs	
d) Dash board controls	

Sites with only one working tour only need to disinfect daily or twice per day, as determined by local management.

ATTACHMENT 4**RECOMMENDATIONS ON MAKING BLEACH SOLUTIONS****Make only enough solution for one day's use.**

Chlorine loses its effectiveness with time. Mix only the amount of solution that can be used in a single day so it will retain its effectiveness.

Dilution of bleach solution

The Postal Service, following guidance from the EPA, requires using a 0.24% bleach solution to kill the influenza virus. This is a dilution of the recommended bleach that contains 6.0% available chlorine. Chlorine solutions that are less concentrated than 0.24% are often used to remove common bacteria from surfaces; however, a 0.24% solution is recommended to kill flu virus. The solution must be in contact with the surface and virus for at least 5 minutes to be effective.

Liquid bleach is a solution of sodium hypochlorite dissolved in water. Liquid household bleach solutions come in various strengths depending upon the manufacturer of the product. The bleach recommended in Attachment 3 of this MMO comes with 6.0 – 7.35% sodium hypochlorite. Other liquid bleach products on the market and the strengths of these solutions vary from 5% to 15% sodium hypochlorite. If liquid bleach from a source other than the nationally mandated suppliers is used, refer to the item below, entitled "How to make a 0.24% solution from other liquid bleach". The recommended bleach solution for flu disinfection should be mixed with water in a 0.24% solution. A 0.24% solution means that 0.24% of the volume of the mixture is chlorine and 99.76% of the volume is water. Sometimes a 0.24% solution is also called a 2400 parts per million (ppm) solution. These names mean the same thing, as shown by the calculations below:

0.24% is a 0.0024 portion of the solution (0.24% divided by 100% = 0.0024)

0.0024 is 2,400 parts per million (0.0024 times 1,000,000 = 2,400 ppm)

1. PRECAUTIONS TO TAKE BEFORE, WHILE AND AFTER MIXING BLEACH

1. Set up the mixing operation in an open area that has:
 - Eyewash station, or access to a source of running water
 - Easy access to the mixing container
 - No personnel in the immediate area of the mixing operation
 - Adequate ventilation
2. Before mixing small amounts (5 gallons or less) of low concentration liquid bleach (less than 10% chlorine), put on the following protective equipment:
 - Gloves (nitrile, natural rubber, polyvinyl chloride or neoprene)
 - Splash goggles (with either no side vents or vents with sealing flaps)
3. When combining bleach and water:
 - Pour liquids and powdered bleach smoothly to avoid splashing or creating dust.
 - Work close to the surface of the solution to reduce the impact of the bleach on the surface of the solution and to keep dust and splashes within the mixing containers.

4. When stirring the mixture, stir smoothly to avoid splashing the mixture.
5. After mixing, wash your hands, face and other exposed skin with soap and water before eating, drinking, or placing anything in your mouth.

2. HOW TO MAKE A 0.24% CHLORINE SOLUTION FROM OTHER LIQUID BLEACH

1. Determine the amount of active chlorine in the bleach
 - a. Read the material safety data sheet (MSDS) to determine the amount of available chlorine in the liquid bleach. If the MSDS does not make the contents clear, call the manufacturer or use a different product.
 - b. Make sure the bleach is sodium hypochlorite. Many products are marketed as "bleach" or "bleaching agents" that contain organic acids, sodium tetraborate, hydrogen peroxide, or other chemicals. Do not use these products.
2. Calculate the mixture.

Use the following formula to calculate the amount of bleach for a 0.24% chlorine solution:

Ratio of water to bleach = (% chlorine in liquid bleach divided by 0.24%) minus 1

Example 1: To make a 0.24% chlorine solution from a 5.25%-chlorine concentrate, use 1 part chlorine in 21 parts water:

5.25% divided by 0.24% = 21.875

21.875 minus 1 = 20.875 parts water for each part chlorine, about a 1 to 21 dilution.

Example 2: To make a 0.24% chlorine solution from a 7.23%-chlorine concentrate, use 1 part chlorine in 29 parts water:

7.23% divided by 0.24% = 30.125, round to 30

30 minus 1 = 29 parts water for each part chlorine

3. Convert the mixture ratios into useful measurements

Convert the mixture ratio calculated in step 2 into volume of liquid to add to a container by using the following formula:

Amount of bleach to add = Units (cups, pints, ounces, etc.) per gallon divided by the mixture ratio times the number of gallons of water

Example 3: Example 1 determined the ratio to be 1 part chlorine in 21 parts water to make a 0.24% chlorine solution from a 5.25%-chlorine concentrate. To determine how many cups of 5.25% bleach to add to 5 gallons of water:

Divide 16 cups per gallon by 21 = .76 cups per gallon

Multiply .76 cups per gallon times 5 gallons = 3.8 or 3¾ cups for 5 gallons

ATTACHMENT 5**DOCUMENTATION AND FORMS FOR TRACKING ADDITIONAL
CLEANING ACTIVITIES AND WORK HOURS**

Use this form to document additional time needed for custodial work hours related to disinfection.

Pandemic Emergency Disinfection Custodial Route Modification

Site name:

Supervisor/Postmaster:

Date:

Tour:

Route no.:

Building Services Area:

- | | | |
|--|---|---|
| <input type="checkbox"/> Toilet Room | <input type="checkbox"/> Lunch/Swing Room | <input type="checkbox"/> Locker room |
| <input type="checkbox"/> Workroom | <input type="checkbox"/> Office Space | <input type="checkbox"/> Elevator (freight and passenger) |
| <input type="checkbox"/> Service/Box Lobby | <input type="checkbox"/> Stairway | <input type="checkbox"/> Corridor |
| <input type="checkbox"/> Shop area | <input type="checkbox"/> Janitor's closet | |
| <input type="checkbox"/> Other Area (describe) | | |

Items Disinfected:

- ☐ Door knobs or handles
- ☐ Light switches and cover plates
- ☐ Paper towel dispenser knobs or handles
- ☐ Faucet handles
- ☐ Toilet and urinal flush levers
- ☐ Toilet and urinal partitions, doors (including knobs, levers or slides)
- ☐ Refrigerator door handles
- ☐ Microwave door handles and buttons/keypads
- ☐ Table tops
- ☐ Vending machine buttons
- ☐ Drinking fountain
- ☐ Time clock buttons
- ☐ Handrails
- ☐ Telephones
- ☐ Elevator call and operating buttons
- ☐ Counters
- ☐ Patron desks

List and describe other items:

Extra time needed on route for disinfection:

☐

Hours

☐

Tenths

Supervisor/Postmaster Signature: _____

This form is to be used as a management tool to document additional time needed for a headquarters mandated directive, not as a custodial scheduling form. It is available on the MTSC Clean web site at: <http://www.mtsc.usps.gov/equipment/clean/>

MAINTENANCE MANAGEMENT ORDER

THIS PAGE BLANK

MAINTENANCE MANAGEMENT ORDER

ATTACHMENT 6**STEPS INDIVIDUALS SHOULD PERFORM TO REDUCE CONTACT
WITH CONTAMINATED SURFACES**

The Centers for Disease Control and Prevention (CDC) recommends hand hygiene as the single most important practice to reduce the spread of disease, including influenza, and as an essential element of standard precautions. The term "hand hygiene," as used by the CDC, includes both hand washing with soap and water, and use of alcohol-based products (sprays, gels, rinses, foams) containing an emollient that does not require the use of water.

Anti-bacterial hand washing products do not offer an advantage over ordinary soap and water. In fact, the relatively harsh detergent action of antibacterial soaps leaves you vulnerable to open sores that can attract bacteria. Use of antibacterial soap is worse than frequent use of other soaps as chemicals in the detergents strip away the naturally protective fats and oils on the skin,

Recommendations for "respiratory hygiene/cough etiquette," such as covering one's mouth when coughing and avoiding spitting, are frequently cited as important measures to prevent transmission of influenza. The benefit of wearing masks in workplace settings has not been established. However, the current policy on use of filtering face pieces remains in affect.

Employees should be cautioned not to place their hands in trash cans, as they may contain items such as tissues which may be contaminated. Employees such as custodians, who are required to come in contact with trash cans, should wear gloves, wash their hands frequently and avoid contacting their face with their hands.

During an influenza pandemic, employees may feel the need for more frequent hand washing and/or disinfection of work surfaces. Management should accommodate this need by providing disinfectant wipes and hand sanitizer products in or near the work area. Replacement stock for these items should be readily accessible to employees.

The recommended disinfectant wipes listed in Attachment 2 are suitable for wiping telephones, keyboards, desks, counters and other common surfaces. They should also be safe for wiping the surfaces of mail processing equipment, including control panels. Disinfectant wipes and bleach solution must not be used on belts or belting. Bleach solution must not be used on painted or bare metal parts; it must not be sprayed into keyboards, control panels or electrical enclosures.

MAINTENANCE MANAGEMENT ORDER**MAINTENANCE MANAGEMENT ORDER**

MAINTENANCE MANAGEMENT ORDER

THIS PAGE BLANK

MAINTENANCE MANAGEMENT ORDER

ATTACHMENT 7

RESOURCES AND LINKS FOR ADDITIONAL INFORMATION

MTSC Clean

<http://www.mtsc.usps.gov/equipment/clean/>

USPS Safety Resource Page

http://safetytoolkit.usps.gov/toolkitweb/hr_dev/tk1_3/home_pg/safety_and_health.htm

CDC - Influenza (Flu) Avian Flu

<http://www.cdc.gov/flu/avian/index.htm>

HHS Pandemic Flu Page

<http://www.pandemicflu.gov/>

White House Pandemic Flu Page

<http://www.whitehouse.gov/infocus/pandemicflu/>

EPA Pesticide (viruscide)

<http://www.epa.gov/pesticides/pestlabels/>

USDA Avian Influenza

http://www.usda.gov/wps/portal/usdahome?navtype=SU&navid=AVIAN_INFLUENZA

WHO Guidelines, recommendations, descriptions

http://www.who.int/csr/disease/avian_influenza/guidelines/en/

MAINTENANCE MANAGEMENT ORDER

MAINTENANCE MANAGEMENT ORDER



Employment and Placement

Handbook EL-312

September 2001
Transmittal Letter

A. Explanation. Issue 2 of the Employment and Placement Handbook incorporates EL-312 published December 1999. This EL-312 obsoletes Chapter 1, remainder of Chapter 2, Chapters 3, 4, and 5 of Handbook EL-311, *Personnel Operations*. Handbook EL-311 is now obsolete in its entirety.

B. Availability

1. **Online copy.** The EL-312 is located on the Postal Service Intranet (<http://blue.usps.gov>) and Internet (<http://www.usps.com>). On the Intranet, find Information, click on either Policies and Procedures, or References, then look for the EL-312 under Handbooks. On the Internet, click on info, Postal Periodicals and Publications, then look for the EL-312 under Handbooks. The online EL-312 is updated immediately following published EL-312 changes in the *Postal Bulletin*. Online incremental updates of EL-312 will be designated as EL-312 2.1, 2.2, etc.
2. **Hard Copy.** The hard copy of EL-312 may be obtained within the Postal Service by submitting Form 7380, *MDC Supply Requisition*, to this address:

MATERIAL DISTRIBUTION CENTER
ATTN SUPPLY REQUISITION
500 SW GARY ORMSBY DR
TOPEKA KS 66624-9602

All others should call MDC Customer Service at 1-800-332-0317 for information on price and ordering instructions.

The hard copy will be updated and reissued annually to incorporate changes published in the *Postal Bulletin* and already included in the online EL-312.

Users of the EL-312 in hard copy need to ensure that it is maintained to include the changes published in the *Postal Bulletin*. The *Postal Bulletin* is distributed internally to postal facilities, available online on the Intranet Policies and Procedures homepage, and may be ordered by the public from the U.S. Government Printing Office by calling 202-512-1800.

2 Recruitment

21 Planning and Coordination

211 Recruitment Strategies

Recruitment is the development and maintenance of sufficient human resources. Recruitment involves attracting a diverse pool of qualified persons for potential Postal Service employment.

Effective recruitment strategies are the foundation of the hiring process. This process involves establishing hiring goals in advance of recruiting efforts. *Interaction with Operations and review of hiring plans must be completed* before a recruitment strategy can be developed. Local management must also fully evaluate its need to hire before implementing recruitment efforts. This process involves, but is not limited to, coordinating recruiting strategies with diversity development specialists, forecasting future hiring needs, assessing existing applicant pools, considering other hiring options, and reviewing upcoming organizational changes and complement reports.

How, when, and where recruitment activities take place are also important decisions in the planning process. The methods and techniques that are used help determine how successful the recruitment effort will be in attracting sufficient numbers of qualified applicants.

211.1 Forecasting

The installation head is responsible for forecasting the recruitment requirements in the installation in sufficient time to assure that there are qualified persons available for appointment. In so doing, consideration must be given to the:

- a. Number of anticipated vacancies.
- b. Special and/or technical skills requirements and pay.
- c. Inclusiveness and representation of all groups of the prospective applicant pool.
- d. Available internal labor market (internal advancement options).
- e. Recruitment budget and projected costs.
- f. Available external labor market (size, age, and applicant response rate of existing hiring register).

- g. Suitability determinations of existing applicants.
- h. Organizational and/or operational changes.
- i. Projected loss of current employees.

While the installation head is responsible for forecasting recruitment needs, local management from all organizational functions must work together in assessing how changing operational needs will affect recruitment needs.

Proper use of the installation hiring plan is essential to quality decisions about bringing new employees into the workforce. If an insufficient number of qualified eligibles exists, arrangements must be made to open the examination. When making arrangements to open an entrance examination, diversity development personnel must be alerted to provide lead time for affirmative employment efforts. Whenever possible, this notification should be made at least 60 days in advance of the examination opening.

211.2 **EEO and Affirmative Action Considerations**

Recruitment efforts must reflect the Postal Service's commitment to affirmative recruitment and to fair and equitable examination and hiring procedures, and they must respond to changing demographics (population characteristics). These efforts must also be tailored to the policies, procedures, and needs of the Postal Service. All executives, managers, and supervisors share in responsibility for the successful implementation and management of an equal employment opportunity program that includes affirmative action recruitment, selection, and placement. Upon notification of a request to open an entrance examination, appropriate steps must be taken to employ strategies that promote fairness and opportunities to maintain an inclusive workforce.

211.3 **Evaluating Vacancies**

When a vacancy is anticipated, the installation head must determine if a continuing need exists for the position. Consideration must be given to whether the personnel complement can be adjusted downward by one vacant position through the elimination of the position. If a decision is made to eliminate a position, action is taken to revert the position according to the appropriate provision of the National Agreement.

212 **Recruitment Options**

212.1 **Noncompetitive Hiring Options**

Noncompetitive hiring options may include reassignment, a change to lower level, or a promotion from a lower level, the reinstatement of eligible former postal or federal employees (see 233.32), or the transfer of career or career-conditional employees from other federal agencies (see 233.33).

Additionally, the options exist for the noncompetitive appointment of veterans with 30 percent or more disabilities, or noncompetitive appointment of Veterans' Readjustment Appointment (VRA) eligibles (see 233.35 and 233.36). Regardless of the choice of action, the appointee must meet the

72 Bargaining Positions

721 **Filling Positions**

The filling of bargaining positions through assignment, reassignment, or promotion is subject to the provisions of the appropriate collective bargaining agreements. Except for provisions in the agreements covering excess and ill or injured employees, vacancies must be filled by promotion or reassignment within the appropriate craft and installation, if qualified bidders or applicants are available (see 212.13, Promotion to Entrance Level Positions).

722 **Conversion to Full-Time Status**

A *full-time residual position* is filled by assigning an unassigned full-time employee or a full-time flexible employee. The conversion to full-time of a qualified *part-time* flexible employee with the same designation or occupation code as the vacancy should occur only after unassigned full-time employees have been assigned. Part-time flexible employees must be changed to full-time regular positions, if appropriate, within the installation in the order specified by the applicable collective bargaining agreement.

723 **Area of Consideration**

The area of consideration is described in the appropriate collective bargaining agreement. If necessary, the area may be expanded to eligible employees in other crafts at the same installation, and then to eligible employees at other installations.

724 **Position Requirements**

Requirements for individual duty assignments are indicated in qualification standards, vacancy announcements, or job postings. These requirements pertain to assignment, reassignment, or promotion. A vacancy announcement or job posting may indicate requirements in addition to those in the applicable qualification standard. These additional requirements include special requirements or typing and/or driving requirements that may be added (see 725.2, Appropriate Special Requirements, and 763.22, Local Options for Typing and Driving Requirements). Qualification standards are available for most bargaining positions on Bqnet, *Bargaining Qualifications on the Net*. When a qualification standard exists for a specific bargaining position, its provisions must be followed. (See 727.2, No Qualification Standards, when a qualification standard is not available for a position.)

725 **Special Requirements**

725.1 **Identification, Justification, and Documentation**

Special requirements must be related to the job, and must be justified to show that the particular requirement will enable applicants to perform critical job duties that they would otherwise be unable to do satisfactorily. Sufficient

LABOR RELATIONS



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

RE: Q98C-4Q-C 01234701
APWU HQT20016
Class Action
Washington, DC 20260-9998

Dear Mr. Kloepper:

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 the National Agreement was violated when the Postal Service created a Promotion Eligibility Register (PER) for a Level 3 Laborer-Custodial position which is a non-MSS position by using Maintenance Selection System (MSS) criteria.

After reviewing this matter the parties mutually agree that no national interpretive issue is fairly presented in this case.

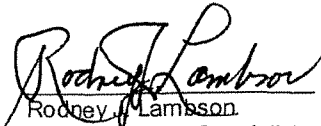
During their discussions the parties agree that the April 1997 Maintenance Selection System Handbook applies to MSS positions and procedures outlined in Postal Bulletin 21770 dated August 23, 1990, should be used to determine eligibility for maintenance craft positions not covered by the procedures in the EL-304 handbook.

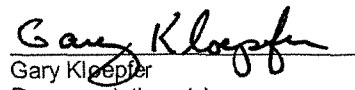
Accordingly, we agree to remand case G94T-1G-C 98126393 to the parties at Step 3 for further processing, including arbitration if appropriate based on fact circumstances and application of the above understanding.

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.

Sincerely,


Rodney Lamson
Labor Relations Specialist
Contract Administration


Gary Kloepper
Representative-at-Large
Maintenance Division
American Postal Workers Union,
AFL-CIO

Date: 4/10/03

OVERVIEW

GENERAL PRINCIPLES OF THE MAINTENANCE SELECTION SYSTEM

The goal of the Maintenance Selection System is to ensure the selection and promotion of qualified maintenance personnel and to promote a uniform application of qualification requirements. The Maintenance Selection System (MSS) is the means to meet that goal.

Note: *Non MSS Positions.* The procedures outlined in Postal Bulletin 21770 dated August 23, 1990, (a complete revision to Handbook EL-311, Personnel Operations, subchapter 520) must be used to determine eligibility for maintenance craft positions not covered by the procedures in this handbook. These positions are commonly known as Non-Maintenance Selection System positions.

MSS GRIEVANCE SETTLEMENTS

Grievance and prearbitration settlements, EEO discussions, or similar actions involving MSS must be coordinated with NTAC and/or Headquarters Labor Relations during the investigative phase. Such coordination will ensure that settlement implementations are in accordance with provisions of MSS. See Labor Relations memorandum dated May 19, 1993 (Exhibit W).

PLANNING

Once a decision has been made to begin the entrance, inservice, or new position incraft process the planning stage begins. It is imperative that once begun, the process continues in a timely and orderly fashion. Review the timelines for the process (Exhibit A). These are the maximum amounts of time these processes should take. NTAC will track your progress once you begin and will report when the process is taking longer than normal to complete. In many cases the process can be accelerated. However, the order of the steps is critical and must be followed exactly. The process can only be accelerated by completely finishing one step early and moving on to the next.

Develop a specific initial timeline - Using the timeline for the process in question as a guide, mark down the dates for those procedures such as announcing and accepting applications which have contractual deadlines that cannot be shortened. Next, if the process is an inservice or incraft process, estimate the number of review panels required and coordinate with maintenance to determine the availability of personnel to conduct review panels. Determine whether the review panel period can be shortened, which will advance the schedule for the later steps. Conversely, if sufficient personnel

Banded Stamped Envelopes

Self-Service Vending Equipment. The 25-cent size 10 Thirteen Star embossed stamped envelope, *Item 2150*, and the 25-cent size 9 Hologram stamped envelope, *Item 2140*, are now available in banded units of five, which sell for \$1.50 each in multicommodity vending machines.

For customer information and convenience, an ordering form for printed stamped envelopes is enclosed with each banded unit of five envelopes. A copy of the ordering form follows:

—Philatelic and Retail Services Dept., 8-23-90

Stamp Transparencies Use and Availability

Field division directors of marketing and communications are reminded that stamp transparencies are sent to them from the Stamp Product Development Branch for promotional use. Once a design has been released through philatelic releases or the *Postal Bulletin*, offices may release and display the designs publicly, even if a stamp has not yet been issued.

Offices are using licensees to reproduce a design on merchandise, it is their responsibility to provide the transparencies. They may duplicate transparencies if they need more than one. Do not refer licensees or vendors to the Stamp Product Development Branch.

Field division directors of marketing and communications should contact their field division director of marketing and communications to obtain transparencies.

—Philatelic and Retail Services Dept., 8-23-90

Privacy Act Statements—Forms

Any postal form—national or local—that requests or collects information about an individual directly from that individual must include a Privacy Act statement. The information is usually tagged with a personal identifier, such as name or social security number, used by the Postal Service to retrieve that information. See *Administrative Support Manual (ASM)* 353.232.

The Records Office at Headquarters must review and approve any new or revised form that may require a Privacy Act statement. Recent amendments to the Privacy Act systems also obligate the Records Office to review any current form scheduled for reprinting, if it collects personal information. Privacy Act statements are drafted to conform to the applicable Privacy Act system of records notice in the appendix of the ASM.

For new and revised forms as well as reprints, originators at Headquarters must complete Form 794, *Request for New or Revised Form*. Originators should work with the Document Control Division and the Records Office to ensure compliance with the provisions of the Privacy Act.

Originators of locally approved forms in field divisions must complete Form 794-A, *Field Request for New or Revised Form*. If the form collects personal information, a copy of the proposed form or form to be reprinted must be attached to Form 794-A and mailed directly to:

US POSTAL SERVICE
RECORDS OFFICE
475 LENFANT PLAZA SW RM 10670
WASHINGTON DC 20260-5010

—Records Office, 8-23-90

Handbook EL-311 Revision

Bargaining Unit Selection Changes

Effective October 20, 1990, subchapters 510 and 520 of Handbook EL-311, *Personnel Operations*, are revised completely, as printed on pages 32-55. Subchapter 510 contains general policies on the assignment, reassignment, and promotion of employees. These revisions define terminology commonly used in selection. Subchapter 520 contains procedures for filling bargaining unit positions. These revisions clarify, expand, and change, to some extent, the procedures used to fill senior and best qualified positions. A more specific summary of the changes is included below.

New Forms 1796-A, *Qualifications Rating Sheet for Senior Qualified Positions*, and 1796-B *Qualifications Rating Sheet for Best Qualified Positions* (both dated April 1990), are printed as Exhibits 527.22 and 527.32. These forms will replace the current Form 1796, *Qualification Rating* (dated April 1971), on October 20, 1990. The new forms are available from the materiel distribution centers.

These revisions will be reflected in a future edition of Handbook EL-311.

—Employee Relations Dept., 8-23-90

Chapter 5 Assignment, Reassignment, and Promotion

510 General Policies

511 Introduction

511.1 Organization of Chapter. Most postal positions, except entrance-level positions, are filled by the assignment, reassignment, or promotion of postal employees. This chapter includes policies and procedures for filling positions by means of those personnel actions. Subchapter 510 contains general policies applicable to filling positions by assignment, reassignment, or promotion. Subchapters 520-540 contain additional specific policies and procedures for the following different kinds of positions:

- 520—Bargaining-Unit Positions
- 530—Initial-Level Supervisor Positions
- 540—Other Nonbargaining-Unit Positions

Note: Each subchapter lists any exclusions to the position coverage.

511.2 EEO Policy

511.21 Assignment, Reassignments, and Promotion. Equal opportunity for assignment, reassignment, and promotion will:

- a. Be based on merit and the relevant experience, training, knowledge, skills and abilities required for the positions being filled.
- b. Comply with the provisions of the applicable collective-bargaining agreements.

511.22 Nondiscriminatory Selection. Effective utilization of employees requires that selections be made without discrimination because of race, color, sex, religion, age, national origin, or mental or physical handicap.

511.3 Eligibility

511.31 Type of Appointment. An employee serving under a career appointment is eligible for reassignment or promotion. An employee serving under a temporary or casual appointment is not eligible for promotion.

511.32 Restricted Positions. Restrictions on filling certain positions by preference eligibles (see 262) do not apply to inservice placement.

511.33 Other Limitations. Eligibility for consideration for some positions is limited to employees in specific grades, occupations, geographic areas, or organizations. These limitations are described in the following subchapters.

511.4 Definitions. The following definitions clarify and standardize the terminology used in selection.

511.41 Requirements. The knowledge, skills, abilities, experience, and physical and other conditions which pertain to a position (or duty assignment) and which an individual needs to successfully perform the duties of the position upon entry. Not all of the items listed above as possible requirements are necessarily used or permitted in all cases.

511.42 Qualifications. The knowledge, skills, abilities, experience, and physical and other conditions which pertain to an applicant or bidder. Applicants and bidders must meet the requirements, which means that they must possess as *qualifications* the same knowledge, skills, abilities, etc. that are *requirements* for the position. It also means that bidders must demonstrate that they possess each of these qualifications at a level which is sufficient for satisfactory (as opposed to unsatisfactory) performance in the position.

Note: For senior qualified positions, see 527.14 for procedures regarding the timing for meeting the requirements.)

511.43 Special Conditions. Special conditions are needs of an assignment which are essential to satisfactory performance at entry and which relate to the applicant's willingness to perform a duty or task (e.g., willingness to travel frequently; willingness to work irregular hours). Special conditions are applicable only to nonbargaining positions.

511.44 Special Requirements. Special requirements are needs of the duty assignment which are essential to satisfactory performance at entry. Oc-

asionally, these may relate to the applicant's or bidder's willingness to perform a duty or task (e.g., travel). However, special requirements are most likely to be a knowledge, skill, or ability which should reasonably be included as a requirement given the particular needs of a specific installation or job assignment. Special requirements are applicable only to bargaining-unit positions.

511.45 Qualification Standard. An official document, published in Handbook EL-303, *Qualification Standards -- Bargaining-Unit Positions*, which states the requirements of bargaining-unit positions that are needed upon entry into the position. The requirements listed are not necessarily an exhaustive list of requirements for continued satisfactory performance in the position.

511.46 Desirable Qualification. A knowledge, skill, ability, or other condition which is not a requirement of the position but which, if the applicant possesses, will be of benefit in performing a specific job duty or duties.

Note: Desirable qualifications apply only to best qualified positions.

511.47 Factors. Clusters of related knowledge, skills, and abilities evaluated as a single requirement. Factors occur only in postmaster and management associate selection.

511.48 Vacancy Announcement or Job Posting. An official document, developed locally, which provides specific information about a vacancy to be filled. Normally, *job posting* (sometimes called *bid posting*) is used when referring to the filling of bargaining-unit senior qualified bid positions; *vacancy announcement* is used when referring to the filling of entrance positions, best qualified positions, or nonbargaining positions. (The terminology *posting* may occasionally refer to best qualified positions.) An announcement or posting will contain either a list of requirements needed upon entry into the position, an indication of the qualification standard number, or an attached qualification standard. Requirements given on a vacancy announcement are not necessarily an exhaustive list of requirements for continued satisfactory performance in the position.

511.5 Philosophy of Selection. The philosophy underlying all selections is that a person placed into a position must be qualified, i.e., that the person meets the requirements of the position. For senior qualified positions, selection is based on a determination of whether the senior bidder is qualified. For best qualified and nonbargaining-unit positions, selection is based on a determination of who best meets the requirements of the position from among those qualified.

511.6 Current Information. Employees are responsible for providing current information about their experience, education, training, and other qualifications in order that their personnel records are up-to-date. Employee relations personnel must furnish employees any assistance needed to properly document this information.

511.7 Physical Requirements. Normally, employees must meet the physical requirements for the positions to which they are assigned. (See 320 for an explanation, including situations in which physical requirements are waived.)

511.8 Positions Not Filled Permanently

511.81 Situations. A position may be filled only temporarily when (a) a career employee has been granted reemployment rights to it, or (b) the regular incumbent is temporarily absent. Examples of such situations are when an employee is:

- a. On active military duty;
- b. Serving as a national officer of a postal employee organization;
- c. Temporarily assigned or temporarily promoted to another position; or
- d. Appointed as an officer-in-charge or MAS master instructor.

511.82 Understanding. Temporary assignment, reassignment, promotion, or appointment to fill a position to which another employee has reemployment or incumbent rights must be made with the candidate's understanding that the candidate will be returned to the present position upon the return of the absent employee. See specific requirements in 513 (Temporary Assignment) and 514.4 (Temporary Promotion).

512 Reassignment

512.1 Definition. A reassignment is the permanent assignment, with or without relocation, of an employee (a) to another established position with the same grade in the same salary schedule or (b) to a position with an equivalent grade in another salary schedule.

512.2 Reassignment to Bargaining-Unit Positions. The appropriate collective-bargaining agreement contains general policies and procedures governing reassignments to positions within the bargaining unit. Detailed policies and procedures are described in 520.

512.3 Reassignment to Nonbargaining Positions

512.31 Management Option. Authorized management officials may reassign nonbargaining-unit employees without following regular competitive procedures.

512.32 Employee Self-Nomination. Employees who desire reassignment may nominate themselves in the same way as employees who desire promotion consideration (see subsequent subchapters for appropriate procedure).

512.33 Unassigned Employees. Unassigned employees (i.e., employees whose positions have been abolished) are reassigned in accordance with ELM 354.

512.4 Mutual Exchanges. Career employees may exchange positions (subject, when necessary, to the provisions of the appropriate collective-bargaining agreement) if the exchange of positions is approved by the officials in charge of the installations involved. Part-time flexible employees are not permitted to exchange positions with full-time employees, nor bargaining-unit employees with nonbargaining-unit employees, nor nonsupervisory employees with supervisory employees. Mutual exchanges must be between positions at the same grade. An exchange of positions does not necessarily mean that the employees involved take over the duty assignments of the positions.

Note: A regular rural carrier may exchange only with another regular rural carrier at a different installation.

513 Temporary Assignment

513.1 Definition. A temporary assignment is the placement of an employee in another established position for a limited period of time to perform duties and responsibilities other than those specifically contained in the regular assignment position description and when a formal reassignment and/or promotion personnel action is not required.

513.2 Bargaining-Unit Positions. The appropriate collective-bargaining agreement contains policies and procedures governing higher-level assignments (i.e., details to higher-grade positions) within the bargaining unit.

513.3 Nonbargaining-Unit Positions

513.31 General Policies.

513.311 Temporary assignments to nonbargaining-unit positions are to be made only for the shortest practical time limits and may be authorized to meet emergencies caused by abnormal workload, change in mission or organization, or unanticipated absences. In the absence of a nonbargaining-unit employee (except a postmaster or sectional center manager), the appointing official will first attempt to have the duties of the absentee's position absorbed by other employees of the same or higher grade. If this is not feasible, a qualified employee may be temporarily assigned to the position under the policies and procedures described in the following sections. Such assignments must be carefully monitored by management to confirm their continued necessity.

513.312 Any qualified employee who best meets service needs may be temporarily assigned by the appointing official or designee. (See 537.3 on temporary assignments to initial-level supervisor positions and 544.8 on temporary assignments to other nonbargaining-unit positions.) Normally, priority is given to unassigned employees (i.e., employees whose positions have been abolished). Policies and procedures governing the temporary assignment of unassigned employees are in ELM 354.

513.313 Employees recuperating from serious injury or illness who are unable to perform their regularly assigned duties may be temporarily assigned (if administratively feasible) to such duties as they can perform for a short period of time

pending their recovery. Generally, the employee should be required to present acceptable medical evidence.

513.314 A temporary assignment may be terminated at any time by management, either at its own discretion or at the request of the employee.

513.32 Time Limits

513.321 Temporary assignment of an employee to a position at the same grade or at a lower grade may not exceed 90 calendar days, which may be extended by the next higher level of management above the appointing official. See 513.33 for time limits on temporary assignment to a higher-grade position.

513.322 Use Form 1723 to document temporary assignments.

513.33 Higher-Grade Temporary Assignment.

513.331 All managerial and supervisory personnel must ensure that no one is temporarily assigned into a higher-grade nonbargaining-unit position *unless* such an assignment is absolutely essential to the effective operations of the Postal Service and the person selected assumes the full *core responsibilities* of the higher-grade position.

513.332 Division, MSC and BMC managers are required to approve in advance any higher-grade temporary assignment of 30 or more calendar days in an organization under their respective jurisdictions.

513.333 Temporary assignment to a higher-grade position, *during the absence of the incumbent*, is limited to a maximum period of 90 calendar days, which may be extended with the prior approval of the Regional Postmaster General.

513.334 Temporary assignment to a higher-grade vacant position, *pending selection of a person for permanent assignment*, is limited to a total of not more than 60 calendar days. If the employee on temporary assignment is a candidate for the vacant position, the higher-grade assignment must be terminated before the 61st day. If that employee is not a candidate, the next higher level of management above the appointing official may approve an extension of that employee's temporary assignment beyond 60 days, until a selection is made and approved, and the new incumbent assumes the position. *Exception:* This

policy does not apply to temporary higher-grade assignments to postmaster, sectional center manager, or initial-level supervisor positions.

513.335 Any exceptions to the policies in 513.331-334 require prior approval by the SAPMG, Human Resources Group.

513.336 Rules governing higher-level pay for temporary assignment to higher-grade nonbargaining-unit positions are in ELM 417.

514 Promotion

514.1 Definition. A promotion is the permanent assignment, with or without relocation, of an employee (a) to an established position having a higher grade than the position to which the employee was previously assigned in the same schedule or (b) to a position with a higher-than-equivalent grade in another schedule. (See ELM 413.)

514.2 Bargaining-Unit Positions. The appropriate collective-bargaining agreement contains general policies and procedures governing promotions to positions within the bargaining unit. Detailed policies and procedures are described in 520.

514.3 Nonbargaining-Unit Positions

514.31 General Policies. Sections 351 and 353 of the ELM describe the general policies governing promotions to nonbargaining-unit positions. The rest of this chapter describes specific policies.

514.32 Immediate Relatives. Section 312.3 of this document explains restrictions on the promotion (or recommendation for promotion) of immediate relatives.

514.33 Absent Employees. Employees with restoration rights by reason of military duty will be considered for promotion if otherwise eligible. Employees on extended leave, including leave without pay, will also be considered provided they are otherwise eligible and have applied for promotion. If the employee is selected for promotion, the personnel action is effected upon return to postal duty. The date placed on the personnel action is the date the promotion would have occurred had the employee not been absent. Upon selection and while the personnel action is

pending, notation of the selection is made in the employee's official personnel folder and on Form 7, *Service Record*, if that form is maintained.

514.34 Selection. Selection for promotion to nonbargaining-unit positions will be made from among the best qualified candidates who are eligible, interested, and available.

514.35 Unassigned Employees. Promotions of unassigned nonbargaining-unit employees (i.e., employees whose positions have been abolished) are made in competition with other eligible employees, unless otherwise specifically provided.

514.36 Applicability to Other Personnel Actions. Competitive promotion procedures apply to all promotions, including temporary promotions (see 514.4), except as otherwise indicated in this handbook. In addition, competitive promotion procedures also apply to the following actions:

a. Filling a higher-grade position by selection from among *postal employees* on an entrance register.

b. Selecting an employee for training where the training is required for promotion. When training is given primarily to prepare employees for advancement and is required for promotion (i.e., an employee is not eligible for promotion unless training has been completed), selection for the training is made under competitive promotion procedures.

514.37 Exceptions to Competitive Promotion Procedures. The following promotion actions are excepted from competitive promotion procedures:

a. Promotion of the incumbent to a position reevaluated at a higher grade without significant change in duties and responsibilities.

b. Promotion and assignment of certain present or former nonbargaining-unit employees to higher-grade nonbargaining-unit positions under the specific conditions described in 536 and 543. This includes employees with retreat (or return) rights, employees previously reduced in grade or serving with saved grade, MAS master instructors, management associates, and management trainees.

c. Promotion of an employee who satisfactorily completes an approved training program which specifically provides for promotion if the employee was selected for the program under competitive procedures, and the fact that selec-

tion could lead to promotion was made known to potential candidates for the program.

514.4 Temporary Promotion

514.41 Use. Temporary promotion should be limited to situations in which a higher-grade position cannot practically be filled through other temporary means (see 513). Such situations include, but are not limited to, the long-term absence of the incumbent, or when action to begin to fill the vacant position on a permanent basis must be deferred for a lengthy period of time.

514.42 Selection. Competitive promotion procedures are used in making a temporary promotion. Regular competitive procedures are used again if the position is subsequently to be filled on a permanent basis by promotion. An employee who has served on a competitive temporary promotion in the position is eligible to recompetete, regardless of the duration of the temporary promotion.

514.43 Duration. A temporary promotion may be made for 1 year or less, depending upon the need. *Exception:* Temporary promotion to replace a person assigned as a MAS instructor is not time-limited, but expires upon return of the instructor to the regular assignment. Candidates for temporary promotion must be informed of the conditions relating to it, including the expected duration. Persons selected must be assured of return to their regular position when no longer needed in the temporary assignment whether or not the expected period has ended. To avoid any misunderstanding at a later date, the following statement is obtained from any employee selected for temporary promotion:

I understand that my selection for the position of (position title) is temporary and that I will be returned to my present permanent position on termination of the temporary promotion.

514.44 Review and Extension. If the employee's services are still needed in the temporary assignment after the initial period expires, a review must be made to determine whether it actually is a temporary situation. If it is no longer a temporary situation, the position should be filled permanently. A temporary promotion may not be extended beyond a total of 1 year without prior approval of the Field Director, Human Resources. No temporary promotion may last more than 2 years.

514.45 Termination. Unless extended, a temporary promotion automatically terminates on the specified date. However, it may be terminated at any prior time at the discretion of management. The adverse action procedures do not apply when employees are returned to their regular position.

514.5 Vacancy File. For promotions made under competitive procedures, a vacancy file is established. (See 520 to 540 for the contents of the file and instructions for its maintenance.)

520 Bargaining-Unit Positions

521 Filling Positions

521.1 General Requirement. The filling of bargaining-unit positions through assignment, reassignment, or promotion is subject to the applicable provisions of the appropriate collective-bargaining agreements.

521.2 Restriction. Except as provided for excess employees and ill or injured employees in any applicable collective-bargaining agreements, vacancies must be filled by promotion or reassignment within the appropriate craft and installation if qualified bidders or applicants, as applicable, are available (see 216).

522 Part-Time Flexibles

Promotions to positions where full-time employees and part-time flexible employees are authorized are usually to part-time flexible positions. A full-time regular position is not normally filled by promotion, reinstatement, reassignment, transfer, or appointment if qualified part-time flexible employees of the same designation or occupational code are available for conversion to the position. Part-time flexible employees must be changed to full-time regular positions within the installation in the order specified by the applicable collective-bargaining agreement.

523 Area of Consideration

The *area of consideration* is described in the appropriate collective-bargaining agreement. If necessary, the area may be expanded as follows:

- a. To other eligibles in other crafts at the same installation, then
- b. To eligibles at other postal installations.

524 Requirements

Requirements for positions may be indicated in qualification standards, vacancy announcements, or job postings. (See definitions, 511.4. These requirements pertain to assignment, reassignment, or promotion. For employment suitability requirements, see chapter 3.) In some cases, a vacancy announcement or job posting may indicate requirements in addition to those on the applicable qualification standard (only typing and/or driving requirements or special requirements may be added -- see 527.121). Qualification standards are available for most bargaining-unit positions and are published in Handbook EL-303, *Qualification Standards -- Bargaining-Unit Positions*. When a qualification standard is not available for a specific bargaining-unit position, refer to 527.122.

525 Special Requirements

525.1 Identification, Justification, and Documentation. Special requirements must be related to the job in question and must be justified to show that the particular requirement will enable applicants to perform critical job duties that they would otherwise not be able to do satisfactorily. Offices must ensure that sufficient documentation is available on these requirements to allow a clear determination of job relatedness. Special requirements must not establish an unreasonably high standard for the position. Personnel officials or persons handling personnel functions must keep all documents used in the development of special requirements for a period of 2 years from the date they were used for a selection. The documents may be kept in the vacancy file.

525.2 Examples

525.21 Appropriate Special Requirements. In general, write special requirements for bargaining-unit positions as knowledge, skill, or ability statements. If justifiable for a particular duty assignment, some examples of appropriate special requirements are:

- a. Knowledge of a language other than English.
- b. Knowledge of a particular computer programming language which cannot readily be acquired after selection.

c. Ability to make written or oral presentations.

525.22 Inappropriate Special Requirements. Educational attainments (e.g., bachelor's degree) or *length of experience* (e.g., 6 months' experience) are not appropriate as special requirements; do not add them locally. If education or experience requirements are listed on a qualification standard, do not modify them. Some other examples of inappropriate special requirements are:

a. A requirement which could readily be met by a brief initial period of orientation and familiarization in the assignment.

b. A requirement which unduly restricts the number of eligible candidates or favors a particular candidate.

c. A requirement not essential to performance in the immediate position (such as one based on a possible future assignment), except in the case of a trainee position when ability and potential to advance to higher grades in the occupation are required.

526 Posting

526.1 General. All vacant craft duty assignments that are not to be reverted must be first posted within the craft for filling in accordance with the applicable collective-bargaining agreement. Bidders must meet all requirements prior to being placed into the position. When posting does not result in successful bidders or applicants, as appropriate, the assignment may be filled by assignment, change of full time, reassignment, promotion, reinstatement, transfer from another federal agency, or appointment.

526.2 Entry Positions in PS-5 and Below. Entry level promotional opportunities to residual vacancies remaining after exhausting the bidding procedures outlined in 526.1 need not be posted; however, procedures must be developed locally to inform lower-level employees about promotional opportunities and to arrange for appropriate inservice administration of examinations for employees who have not already qualified. Management's efforts must be directed toward encouraging employees to apply and toward extending every opportunity for promotion to employees who are eligible, qualified, and available before recruiting from outside sources.

526.3 Senior Qualified PS Positions. Senior qualified positions must be posted for promotional opportunities in accordance with the provisions of the appropriate collective-bargaining agreement.

526.4 Best Qualified PS Positions. Best qualified positions must be posted for promotional opportunity in accordance with the provisions of the appropriate collective-bargaining agreement. This section does not cover those positions controlled by 526.3. The posting must:

a. Identify the position by title, number and grade level, and state the duties involved.

b. Include location and tour of duty and scheduled workweek.

c. Identify any existing requirements. (If a qualification standard is published in Handbook EL-303, it must be used.)

d. State where to send applications, the date by which applications must be submitted, and where additional information can be obtained.

e. Specify that all applications must be in writing.

f. Specify that selection will be made from among the best qualified applicants who are eligible and available.

g. Designate craft, in accordance with provisions of applicable collective-bargaining agreement.

h. Include a statement on equal opportunity.

i. Include a statement on prohibition of political recommendations.

527 Selection Procedures

527.1 General

527.11 Goal. The goal of bargaining-unit selection procedures, whether for entry or inservice positions, is to ensure that qualified people are selected to fill the positions. Eligibles selected, promoted, or reassigned at any level must meet all of the requirements of the position as stated on the qualification standard, vacancy announcement, or job posting.

527.12 Requirements

527.121 Qualification Standards. Qualification standards are available for the majority of bargaining-unit positions and are published in

Handbook EL-303. The qualification standards indicate the requirements which all applicants or bidders must meet to be considered eligible for placement in the position. (See 527.17 regarding placement.) The qualification standards in Handbook EL-303 are applicable when filling both entry and inservice positions. Additional requirements for positions may be established in only two ways: (1) through the local option to require typing and/or driving (see Handbook EL-303, 142), or (2) through applying special requirements under 525 in this subchapter. These additional requirements must be specified on the job posting or vacancy announcement. (See also Handbook EL-303, section 150, for further instructions on using the qualification standards.)

527.122 No Qualification Standard. Some bargaining-unit positions do not have qualification standards. For these positions, requirements must be developed locally. These are then included in the vacancy announcement or job posting to indicate the requirements which all applicants or bidders must meet. Personnel officials or persons handling personnel functions must keep appropriate documentation used to develop requirements for a period of 2 years from the date used for selection. The documentation may be kept in the vacancy file.

527.13 When to Evaluate Qualifications. Human Resources officials always have the obligation to ensure that successful bidders have demonstrated that they meet all of the requirements of the position. However, as indicated below, depending on the bidder's previous positions and the position currently bid, Human Resources officials may make certain assumptions regarding the qualifications of bidders. Whether the position is a *typical* or *nontypical* entry position (as used below) is the decision of the Human Resources officials.

a. Typical Entry Positions. When a bid is to a *typical* entry position (e.g., Distribution Clerk, Machine), the senior bidder is normally expected to possess the qualifications which meet the *General Proficiency Requirements* as given on the qualification standard for these positions. In these cases, offices must not subject senior bidders to unreasonable requests for demonstrating qualifications. However, this assumption of qualifications does not apply to other requirements which may be given on the job posting (i.e., typing requirements, driving requirements, special re-

quirements, scheme requirements) or on the qualification standard (such as *Special Proficiency Requirements*, *Examination Requirements*, *Experience Requirements*, or *Additional Provisions*). Responsible officials must ensure that all other requirements are met and that the assumption of qualifications on the *General Proficiency Requirements* is a reasonable assumption.

b. Nontypical Entry Positions. Many positions which are filled through bidding procedures (e.g., Air Records Processor, Accountable Paper Supply Clerk, Mailing Requirements Clerk) have qualification standards which differ in requirements from typical entry positions. In these cases, it may be necessary to request bidders to demonstrate their qualifications as indicated in 527.24. Responsible officials must ensure that successful bidders have demonstrated that they meet all of the requirements of the position.

c. Bidding for a Change in Schedule. If a person is bidding a position of the same title and level in order to obtain a change in the work schedule, an evaluation of qualifications is limited only to typing or driving requirements and special requirements (if any) which may be different from those in the current position.

d. Bidding to Return to a Position Previously Held. If a person bids to return to a position previously held, offices must review appropriate records to determine if the requirements for the position are the same as when the person originally obtained the position. If any requirements have changed, the bidder must meet all new requirements (regardless of how long it has been since the person left the position). An eligible bidder may be disqualified on a current bid if the bidder was previously removed from the same or other position because of unsatisfactory performance specifically related to performing the tasks of the bid position under consideration. Similarly, a record of impending removal in a previous position may also be grounds for disqualification. In both cases, the amount of time passed between *bidding out* and *bidding back* and the bidder's record in the interim must be considered.

527.14 Timing and Sequences of Evaluation. There are timeframes and sequences appropriate to the evaluation process indicated elsewhere in this chapter and in the National Agreement. In these procedures, where it states that applicants and/or bidders must meet the requirements of the

position, not all requirements must necessarily be demonstrated at the same time. There may be some cases where a particular requirement is normally demonstrated, or permitted to be demonstrated, at another time. For example, for positions with training requirements, after a senior bidder has been found to meet all other requirements of the position, the bidder is placed into training and must then demonstrate satisfactory completion of the training. Also, applicants and bidders may be awarded a position pending the obtaining of a government driver's license. Evaluators, review committees, and selecting officials must take these sequences into account when evaluating qualifications or requesting that applicants and bidders demonstrate their qualifications.

527.15 Evaluating Qualifications. When evaluating qualifications in accordance with 527.13 and 527.2, applicants and bidders have the obligation to demonstrate that their qualifications meet the requirements. (Note: A bidder has no such obligation until after the close of the job posting; see 527.23.) If an applicant or bidder does not meet all of the requirements of the position, including an examination, the person is not qualified and, therefore, not eligible for further consideration. (See 511.42 for an explanation of *meeting the requirements* and 527.14 regarding when requirements must be met.) For promotions to positions filled through best qualified procedures, the highest examination score must not be the sole consideration in the selection.

527.16 Pertinent Information. In evaluating qualifications, evaluators must consider available pertinent information which tends to show that the employee does or does not possess the qualifications. Pertinent information may include, but is not limited to, any of the following:

- a. Interviews.
- b. Supervisory appraisals.
- c. The written application specifying experience, education, and training (accuracy of these should be checked).
- d. Certificates of course completion or transcripts (accompanied by the school catalog specifying course content when requested).
- e. Examination results.

f. Personnel records.

Note: Interviews for best qualified positions must be used as indicated in 527.35. For senior qualified positions, interviews must be used as indicated in 527.253.

527.17 Placement

527.171 Senior Qualified Procedures. When an employee is placed into a position filled through senior qualified procedures, such placement must be based on the following:

- a. The employee's eligibility to bid.
- b. The employee's seniority.
- c. The senior bidder's qualifications in relationship to the requirements.
- d. The employee's successful completion of training, if any.

527.172 Best Qualified Procedures. When an employee is placed into a position filled through best qualified procedures, such placement must be based on:

- a. The employee's eligibility to apply.
- b. The best qualifications among those who have met the requirements.
- c. The employee's successful completion of training, if any.

527.2 Senior Qualified Positions

527.21 General. Qualifications determine whether the career employee who is senior and eligible to bid is designated the senior qualified bidder. Senior qualified bidders, having met the requirements of the position as given on the qualification standard or job posting (see 527.14), are either placed in the position or into training for the position in accordance with the applicable collective bargaining-unit agreement. Human Resources officials are responsible for ensuring that qualifications are evaluated for bids to all senior qualified positions.

527.22 Documentation. In many cases there will be no formal documentation for the evaluation of qualifications. Where documentation is required (see 527.252 and 527.261), the evaluator must complete Form 1796-A, *Qualifications Rating Sheet for Senior Qualified Positions*. (See Exhibit 527.22.)

527.23 Bidding and OPF Review. Prior to the close of the job posting, bidders for senior qualified positions are required to submit only Form 1717, *Bid for Preferred Assignment*, or other agreed-upon form consistent with collective bargaining-unit agreements. Upon close of the posting, offices must evaluate the senior bidder's qualifications through a review of the bidder's Official Personnel Folder (OPF) and other pertinent information (see 527.13). If there is information available in the OPF and/or other pertinent information to demonstrate that the senior bidder meets the requirements of the position (see 527.14), the senior bidder is qualified. Similarly, if there is information available to demonstrate that the senior bidder does not meet the requirements of the position, the senior bidder is not qualified. If there is insufficient information available to make this determination, bidders must be requested to address the requirements of the position in writing.

527.24 Addressing Requirements

527.241 General. If there is insufficient information in the senior bidder's OPF to determine qualifications or sufficient doubt about the senior bidder's qualifications, offices must use these procedures.

527.242 Procedures. When responsible officials have determined the need to use these procedures, the office must identify the five most senior bidders for the position. Personnel officials must ask each of these bidders to address the requirements for the position by indicating their qualifications in writing. (See Handbook EL-303, 134 and 152 for further instructions on addressing requirements.) (Note: If any of the five senior bidders are *currently qualified* in accordance with provisions of the National Agreement, such bidders must not be requested to address the requirements in writing. See also 527.13d.) Form 991, *Application for Promotion or Assignment*, may be used for the purpose of addressing requirements. A supervisory evaluation must not be requested. A copy of the qualification standard (and the B-element questions, if applicable) must be provided to these bidders for this purpose. If the position does not have a qualification standard, a copy of the posting indicating the requirements must be provided to the five senior bidders. Offices must allow bidders not less than 3 days to respond. If a test is required, and if the test is normally given after close of the posting, a

minimum of five most senior bidders are scheduled to take the test, unless currently qualified on that test. If there are fewer than five bidders for a position, these procedures apply to all those who bid.

527.243 Obligations of Bidders. Bidders must demonstrate that they meet the requirements of the position through their written statements (see 527.14). Bidders must address all of the requirements of the position as given on the qualification standard or on the posting (see 527.14). Bidders must return these written statements to the designated office by the deadline.

527.25 Evaluating Qualifications

527.251 Evaluator. An appropriate supervisor or manager from Human Resources (e.g., Supervisor, Employment and Placement) is responsible for the evaluation, although preliminary work may be done by an appropriate staff person. Exception: In associate offices, the postmaster or a designated manager is responsible for the evaluation. A functional area supervisor or manager may participate in the evaluation process.

527.252 Procedures. The evaluation must take place after all applicable test scores have been obtained. The evaluator considers first the senior bidder's qualifications in comparison to the requirements for the position. The evaluator may review the employee's OPF and other official USPS records containing pertinent information. If written statements have been obtained, the evaluator must consider these statements at this stage. Evaluators who wish to clarify specific information contained in written statements, or other documentation, may contact the bidder for an interview or an appropriate supervisor and/or manager to obtain clarification of, or additional information about, the specific items. If written statements have been obtained, evaluators must complete Form 1796-A on the senior bidder to document the evaluation.

Note: See *Selection*, 527.27. Form 1796-A is completed on the senior bidder first, and only the senior bidder. Only if the senior bidder is found to be not qualified will the next senior bidder be evaluated and Form 1796-A completed on that next senior bidder. If the senior bidder is qualified on the basis of the written statements, do not evaluate the qualifications of the other bidders.

527.253 Interviews. For senior qualified positions, interviews must be used only to supplement the written record with regard to establishing whether or not a bidder meets specific requirements. If an office chooses to interview for a senior qualified position, the use of the interviews must be consistent with procedures for filling senior qualified positions. Interviews for senior qualified positions must not be used to rank or selectively choose among bidders.

527.26 Use of Form 1796-A

527.261 Purpose. The purpose of Form 1796-A is to document the determination of whether or not the senior bidder's qualifications meet all of the requirements of the position (see 527.14). Evaluators are not required to complete this form if the senior bidder is determined to be qualified from the OPF review (527.23). However, if the five most senior bidders have been requested to address their qualifications in writing, the evaluator must complete Form 1796-A to document the evaluation of the senior bidder (see *Note*, 527.252). Specific instructions are contained on the form.

527.262 Column A, Identification of Requirements. In this column of the form, the evaluator lists all of the requirements for the position including examination requirements, the knowledge, skills, and abilities (which may be written in B-element format -- see 134 of Handbook EL-303) and any other requirements.

527.263 Column B, Demonstration. For senior qualified positions, the evaluator must decide only whether or not the senior bidder has demonstrated each requirement based on the information available.

Note: If the bidder failed a required examination, the bidder is not qualified. There is no need to complete this section for other requirements. Also, a bidder who does not have a required license (i.e., OF-346, *U.S. Government Motor Vehicle Operator's Identification Card*) at the time of the evaluation may still be considered further and awarded the position pending obtaining the government license for the appropriate type of vehicle.

527.264 Column C, Measurements Used. The evaluator must indicate briefly for each requirement how the determination was made. The purpose of this column is to provide enough

information to enable the evaluator to recall the facts which led to the decision. These statements need not include all facts considered. (This column need not be completed for examination requirements.)

527.265 Section 3, Finding. If the bidder demonstrated every requirement, the bidder is qualified. If the bidder did not demonstrate every requirement (i.e., the evaluator checked No in column B for one or more requirements), the bidder is not qualified. (See 527.14 regarding different sequences for meeting some requirements.)

527.27 Selection. After the evaluation has been completed, the senior bidder is selected if qualified. Only if the senior bidder is found *not qualified* will the evaluator consider the next senior bidder's qualifications. No comparison of qualifications among bidders for a position is permitted. Appropriate documentation, including Forms 1796-A (if completed), Forms 1717, the posting, and written statements (if obtained) must be maintained with employee bidding records (see Item #20 of the ELM appendix).

527.3 Best Qualified Positions

527.31 General. Qualifications determine the relative standing for selection of career employees who are eligible to apply for such positions based on the collective bargaining-unit agreements. Of those applicants who meet all of the requirements, the applicant who is found to be the best qualified on the basis of total qualifications will be selected. This determination is made on the basis of a comparison of total qualifications among applicants for the position.

527.32 Documentation. Form 1796-B, *Qualifications Rating Sheet for Best Qualified Positions*, is used as documentation for the initial determination of qualifications. (See Exhibit 527.32.) (It does not document the entire selection process.) The review committee or, in the absence of a review committee, the selecting official must complete one form for each applicant. More information on this form is covered in 527.36. Any notes made by individual review committee members to assist in evaluating applicants are considered the members' own property and not records of the USPS. Such notes may be discussed only among other committee members; they must not be circulated, nor are they to be included in the vacancy file.

527.33 Selecting Official. For filling best qualified positions, the selecting official is normally the supervisor or manager with the vacancy. Bargaining-unit employees serving as acting supervisors must not serve as selecting officials. The selecting official has a number of options with regard to the review committee and interviews. These options are explained in the following sections. If recommendations are made to the selecting official from a review committee, the selecting official may have access to all information used by the review committee, including completed Forms 1796-B. This does not include personal notes made by individual review committee members to assist in evaluating candidates.

527.34 Evaluating Qualifications

527.341 Procedures. Applicants are required to describe their qualifications in writing (see Handbook EL-303, 152.2). Form 991 may be used for this purpose. The installation head may set a policy on whether to obtain supervisory evaluations on Form 991. The policy should pertain equally to all best qualified positions in the installation. The qualifications of all applicants are compared to the requirements of the position as stated on the vacancy announcement. At a minimum, review committees and selecting officials must review the employees' written statements of qualifications. The employees' OPFs and other official USPS records may be reviewed. It is recommended that the selecting official review the OPF of the person to be selected before finalizing the selection. All information used in making decisions regarding applicants must be pertinent to the vacant position.

527.342 Obligations of Applicants. Applicants for best qualified positions must demonstrate that they meet or exceed the requirements of the position through their written statements. Applicants must address each of the requirements listed on the qualification standard or posting. If the posting indicates that there are desirable qualifications for the position, applicants should also address these in their written statements. Applicants must turn their written statements into the designated office by the posted deadline.

527.343 Use of Review Committee. The selecting official can choose whether or not to use a review committee. Normally, this decision ought to be based on the number of applicants and the time available to the selecting official to review the

applications. The selecting official may also choose to have the review committee make the determination of the best qualified applicant. In this case, the review committee does not make recommendations to the selecting official.

527.344 Review Committee Functions. The function of the review committee is to evaluate the applicants' qualifications. Review committees may also interview applicants (see 527.35). Normally, the review committee will make recommendations to the selecting official on the best qualified applicants. If the review committee wishes to clarify specific information contained in written statements, the committee may contact the applicant, or an appropriate manager or supervisor, to obtain clarification of the specific items.

527.345 Review Committee Structure. The installation head is responsible for designating review committee members. This responsibility may be delegated to the Human Resources function. All committee members must be nonbargaining employees. In large field offices, the review committee will normally consist of two nonbargaining employees from the functional area of the vacancy and one from outside the functional area. (Note: This may not be possible in small field offices or headquarters' facilities.) At least one of the committee members must be a minority or female. The Division Field Director, Human Resources (or corresponding person for the headquarters' facilities), may authorize exceptions to this rule in individual cases if the installation head is unable to locate a minority or female employee to serve on the committee. If the review committee is to make recommendations to the selecting official, this official must not be a member of the review committee. However, if the selecting official has chosen to have the review committee determine the best qualified applicant, the selecting official may also choose to be a member of the committee. In this case, the installation head, or Human Resources designee, is still responsible for designating the other two members of the committee. The review committee must elect a chairperson who is responsible for completing Forms 1796-B and performing any other necessary administrative duties.

527.346 Review Committee Procedures. Review committee procedures follow the principles of independent work followed by consensus decision-making. Specific steps are as follows:

a. Each committee member should independently determine if the applicants have demonstrated each requirement.

b. Members should discuss their decisions and arrive at a consensus for each requirement for each applicant.

c. The committee chairperson must complete Form 1796-B through column B based on this consensus for each applicant. Applicants found not qualified at this stage are removed from further consideration for this vacancy. For those applicants who are not qualified, the chairperson completes column D and section 5, and obtains signatures for section 6 of Form 1796-B.

d. For those applicants who are qualified, review committee members should then independently determine the level of demonstration of each requirement by each applicant.

e. Members should discuss their decisions and, again, arrive at a consensus on the level of demonstration of each requirement by each applicant.

f. The chairperson completes, and all members sign, Form 1796-B on each applicant.

g. If the review committee conducts interviews, it will select applicants based on the highest point totals on Form 1796-B. (There is no set minimum or maximum number to interview.) Applicants who are tied in point totals must be treated the same; either they are all interviewed or none of them are. Note: Applicants found not qualified must not be interviewed.

h. If the review committee makes recommendations to the selecting official, but does not interview, approximately three to five applicants (there is no set minimum or maximum number) will be recommended based on the highest point totals on Form 1796-B. Applicants who are tied in point totals must be treated the same; either they are all recommended or none of them are. The review committee must prepare a signed memorandum to the selecting official indicating, in alphabetical order, the names of the recommended applicants.

i. If the review committee interviews and makes recommendations to the selecting official, approximately three to five applicants (there is no set minimum or maximum number) will be recommended. There is no formal method for incorporating the results of the interview (see 527.35). The review committee must recommend only

those applicants who best meet the requirements of the position based on the point totals from Form 1796-B, the interview, and any other pertinent information reviewed during the evaluation. The review committee must prepare a signed memorandum to the selecting official indicating, in alphabetical order, the names of the recommended applicants.

j. If the selecting official wishes the review committee to determine who is the best qualified applicant, then there are no recommendations to the selecting official. In this case, the review committee must interview. The review committee determines who is the best qualified applicant based on the point totals from Form 1796-B, the interview, any other pertinent information reviewed during the evaluation, and consideration of desirable qualifications, if any. The review committee must prepare a signed memorandum to the Director of Human Resources (or corresponding person in headquarters' facilities) indicating the names of the best qualified applicant and two alternates (in rank order).

527.35 Interviews. The purpose of the interview is to provide a further basis for comparing the qualifications of applicants. Either the selecting official or the review committee must conduct interviews; but both *may* conduct interviews. Whoever conducts interviews must do so after Form 1796-B has been completed. No documentation is required. The review committee must reach consensus on how the outcome of the interview will be combined with the point totals from Form 1796-B and with other pertinent information reviewed to reach final recommendations or final determination of the best qualified applicant.

Note: Postal Data Center officials are reminded that the collective bargaining-unit agreement for the data centers contains language concerning the use of interviews.

527.36 Use of Form 1796-B

527.361 General. Form 1796-B serves two purposes: first, to document if the applicants demonstrated that they meet all of the requirements of the position; and second, for those who did, to document the level of their qualifications. Form 1796-B does not serve as documentation for the interview. See Exhibit 527.361, *Flow Chart of Best Qualified Selection Process*.

527.362 Column A, Identification of Requirements. In this column, the review committee or selecting official lists all of the requirements for the position. On the form, the requirements are divided into three areas:

- a. Examination requirements.
- b. Physical and driving requirements.
- c. Knowledge, skills, and abilities (some of which may be in B-element format), experience, and other requirements. Note: If desirable qualifications are listed on the qualification standard, do not list these as requirements. (See 527.37 for instructions related to desirable qualifications.)

527.363 Column B, Demonstration. In order to complete this column, the review committee determines whether or not the applicant has demonstrated each requirement. The materials used as a basis for evaluating all requirements are those found in the applicant's OPF or other official USPS records, including the description of the applicant's qualifications. If an applicant does not meet all of the requirements (i.e., if the evaluator checked No under Demonstrated for any requirement), the applicant is not qualified. In this case, it is not necessary to complete column C.

Note: If applicants fail a required examination, they are not qualified; therefore, it is not necessary to evaluate other requirements for them. Applicants who do not have a required license (i.e., OF-346) at the time of the evaluation may still be considered further and awarded the position pending obtaining the government license for the appropriate type of vehicle.

527.364 Column C, Points. Complete this column for those applicants only who meet all of the position requirements (as established by column B). In this column, the review committee or selecting official assigns points to indicate the level at which the applicant has demonstrated possession of the necessary qualifications. No points are assigned for driving or physical requirements.

527.365 Column D, Measurements Used. For each requirement, the review committee or selecting official must indicate briefly how the decision was

made. These statements need not include all facts considered.

527.366 Section 4, Score Calculation. Instructions on the form indicate how to determine the total points. The points in column C are totalled, then averaged, and multiplied by 20. The maximum points that can be earned from the evaluation is 100. The examination score (if any) is then added to this to obtain the grand total of points.

527.367 Section 5, Finding. This section summarizes the results of the evaluation of the applicant's qualifications.

527.37 Desirable Qualifications. If desirable qualifications are identified on the qualification standard, the selecting official, or review committee (if it makes the selection), will consider them in the final phase of the selection process following completion of Form 1796-B. Desirable qualifications may be addressed in the interview. If the review committee is making recommendations, it must not consider desirable qualifications when determining whom to recommend to the selecting official.

527.38 Selection. Selection for the position will be based on total qualifications considering the point totals on Forms 1796-B, the results of the interview, desirable qualifications (if any), and any other pertinent information reviewed during the evaluation. The personnel office must maintain in the vacancy file full documentation supporting the decision. This includes a copy of the posting, the qualification standard, applications, Forms 1796-B, a list of review committee members, and the name of the selecting official.

527.4 Selection Oversight The installation head is responsible for ensuring that committee members and selecting officials for best qualified positions, and evaluators for senior qualified positions, know their responsibilities and the principles of selection. It is recommended that large field offices place a Human Resources nonbargaining person on the review committee for best qualified positions to ensure that proper procedures and principles of selection are followed.



Qualifications Rating Sheet for Senior Qualified Positions

(Instructions on page 4)

Employee's Name			Present Position and Level		Bid Position and Level	
(A) Identification of Requirements As found on Qualification Standard and/or Job Posting / Vacancy Announcement			(B) Demon- stration Yes No		(C) Measurements Used To determine Demonstration (B)	
(1) Examination Requirements						
Test Number	Eligible	Ineligible	Yes	No		
(2) Knowledge, Skills, Abilities, and Other Requirements						

PS Form 1796-A, April 1980 (Page 1 of 4)

Exhibit 527.22, Form 1796-A, Qualifications Rating Sheet for Senior Qualified Positions (p.1)

Employee's Name		Present Position and Level	Bid Position and Level
(A) Identification of Requirements As found on Qualification Standard and/or Job Posting / Vacancy Announcement	(B) Demon- stration Yes No	(C) Measurements Used To determine Demonstration (B)	
(2) Knowledge, Skills, Abilities, and Other Requirements			
(3) Finding (Check one)	(4) Evaluator		
<input type="checkbox"/> BIDDER IS QUALIFIED <input type="checkbox"/> BIDDER IS NOT QUALIFIED	Name (Printed or Typed)		
	Title		
	Signature	Date	

PS Form 1796-A, April 1980 (Page 3 of 4)

Exhibit 527.22, Form 1796-A, Qualifications Rating Sheet for Senior Qualified Positions (p.3)

INSTRUCTIONS**COLUMN A — Identification of Requirements**

Requirements for positions are found on a qualification standard (see EL-303, *Qualification Standards—Bargaining Unit Positions*), and/or on a job posting or vacancy announcement.

1. If the position has examination requirements, enter the test number in Section 1. Note whether the bidder's examination score is rated as eligible or ineligible and check the appropriate part headed "Eligible" or "Ineligible."

a. If the bidder's score is rated as eligible, also place a checkmark in the "Yes" part of Column B ("Demonstration").

b. If the bidder's score is rated as ineligible, also place a checkmark in the "No" part of Column B ("Demonstration"). Proceed to Section 3 ("Finding") on page 3 and check the box "Bidder is not qualified." Then complete the form by filling out Section 4 ("Evaluator").

2. Enter in Section 2 the requirements from the qualification standard (knowledge, skills, abilities, and other requirements, including experience and physical requirements if applicable). If the position does not have a qualification standard, enter the requirements as given on the job posting or vacancy announcement.
Note: See Handbook EL-303, 143, regarding physical examinations for inservice employees.

3. Review the job posting or vacancy announcement to see whether any typing, driving, or special requirements were added as local options. If so, those requirements must be entered in the appropriate section. (Typing requirement goes in Section 1; driving and special requirements, Section 2.)

COLUMN B — Demonstration ("Yes" or "No")

1. Review all pertinent information available regarding the bidder. (See both Handbook EL-303, 152, and Handbook EL-311, *Personnel Operations*, 527.16 and 527.25.)

2. For the requirements listed in Section 2 of Column A, determine whether the bidder has demonstrated that he or she meets each requirement. Meeting a requirement may be demonstrated by any combination of training, education, and experience. The following definitions apply:

Demonstration ("Yes")

There is pertinent information available to indicate that the bidder meets the requirement.

Demonstration ("No")

There is no pertinent information available to indicate that the bidder meets the requirement, OR there is pertinent information to indicate that the bidder does not meet the requirement.

3. Place a checkmark in the appropriate part of Column B for each requirement.

COLUMN C — Measurements Used

1. Cite the specific evidence used to determine the bidder's demonstration of each requirement in Column B. Generally, the evaluator would use one or more of the following to support a rating (the numbers and letters may be used in Column C rather than writing out the words):

1. Work experience (including volunteer work)
 - (a) Direct line of work
 - (b) Related line of work
2. Education and training
 - (a) Academic courses
 - (b) Vocational or technical courses
 - (c) USPS training
 - (d) PEDC courses
3. Other evidence

Specify, e.g., awards, letters of commendation, medical examinations, disciplinary actions, etc.

SECTION 3 — Finding

1. If the bidder has demonstrated every requirement, check the box "Bidder is qualified."
2. If the bidder has not demonstrated any one or more of the requirements (including an examination), check the box "Bidder is not qualified."

SECTION 4 — Evaluator

After the rating has been completed, the evaluator must print or type his or her name and title before signing and dating the form.



Qualifications Rating Sheet for Best Qualified Positions

(Instructions on page 4)

Applicant's Name			Present Position and Level		Position Applied for and Level	
(A) Identification of Requirements As found on Qualification Standard and/or Job Posting / Vacancy Announcement			(B) Demonstration Yes No		(C) Points 1, 2, 3, 4, or 5	(D) Measurements Used To determine Demonstration (B) and Points (C)
(1) Examination Requirements						
Test Number	Eligible	Ineligible	Yes	No		
(2) Physical and Driving Requirements						
(3) Knowledge, Skills, Abilities, Experience, & Other Requirements						

PS Form 1796-B, April 1980 (Page 1 of 4)

Exhibit 527.32, Form 1796-B, Qualifications Rating Sheet for Best Qualified Positions (p.1)

43

[illegible]

Exhibit 527.32, Form 1796-B, Qualifications Rating Sheet for Best Qualified Positions (p.2)

Applicant's Name		Present Position and Level		Position Applied for and Level	
(A) Identification of Requirements <i>As found on Qualification Standard and/or Job Posting / Vacancy Announcement</i>	(B) Demon- stration Yes No	(C) Points 1, 2, 3, 4, or 5	(D) Measurements Used To determine Demonstration (B) and Points (C)		
(B) Knowledge, Skills, Abilities, Experience, & Other Requirements					
(4) Score Calculation					
Total the number of points in Column C				+	
Count the number of requirements assigned points in Section 3				+	
Divide the total of points by the number of requirements assigned points to find the applicant's point average				=	
Multiply that average by 20				x 20	
Add the applicant's examination score, if any				(+)	
To arrive at the applicant's GRAND TOTAL OF POINTS				=	
(5) Finding		(6) Review Committee Members			
<input type="checkbox"/> APPLICANT IS QUALIFIED <input type="checkbox"/> APPLICANT IS NOT QUALIFIED		Name and Title (Printed or Typed)		Signature	Date
		Name and Title (Printed or Typed)		Signature	Date
		Name and Title (Printed or Typed)		Signature	Date
PS Form 1796-B, April 1989 (Page 3 of 4)					

Exhibit 527.32, Form 1796-B, Qualifications Rating Sheet for Best Qualified Positions (p.3)

INSTRUCTIONS

COLUMN A — Identification of Requirements
Requirements for the positions are based on a qualification standard (see Handbook EL-303, *Qualification Standards—Bargaining Unit Positions*), and on a job posting or vacancy announcement.

1. If the position has examination requirements, enter the test number in Section 1. Note whether the applicant's examination score is rated as eligible or ineligible.

- If the applicant's score is rated as eligible, place a checkmark in the "Yes" part of Column B ("Demonstration").
- If the applicant's score is rated as ineligible, place a checkmark in the "No" part of Column B ("Demonstration"). Proceed to Section 5 ("Finding") on page 3 and check the box "Applicant is not qualified." Then complete the form by filling out Section 6 ("Review Committee Members").

2. If the position has physical and driving requirements, enter those requirements in Section 2. (See Handbook EL-303, 143, regarding physical examinations for inservice applicants.)

3. Enter in Section 3 the knowledge, skills, abilities, experience, and other requirements as given on the qualification standard. If the position does not have a qualification standard, enter the requirements as given on the job posting or vacancy announcement.

4. Review the job posting or vacancy announcement to see whether any typing, driving, or special requirements were added as local options. If so, those requirements must be entered in the appropriate section. (Typing requirement goes in Section 1; driving requirement, Section 2; and special requirements, Section 3.)

COLUMN B — Demonstration ("Yes" or "No")

1. Review all pertinent information available regarding the applicant. (See Handbook EL-311, *Personnel Operations*, 527.16.)

2. For the requirements listed in Sections 2 and 3 of Column A, determine whether the applicant has demonstrated that he or she meets each requirement. Meeting a requirement may be demonstrated through any combination of training, education, and experience. The following definitions apply:

Demonstration ("Yes")

There is pertinent information available to indicate that the applicant meets the requirement.

Demonstration ("No")

There is no pertinent information available to indicate that the applicant meets the requirement, OR there is pertinent information to indicate that the applicant does not meet the requirement.

3. Place a checkmark in the appropriate part of Column B for each requirement.

4. If the applicant has demonstrated every requirement, proceed to Column C. If the applicant has not demonstrated any one or more of the requirements, the applicant is not qualified for this position. Complete Column D, then proceed to Sections 5 and 6 on page 3. (It is not necessary to complete Column C and Section 4 if the applicant is not qualified.)

Note: At the time of the evaluation, applicants who do not have the required government driver's license (OF-346, U.S. Government Motor Vehicle Operator's Identification Card) may still be considered further and awarded the position pending obtaining the government driver's license for the appropriate type of vehicle.

COLUMN C — Points

1. The applicant's demonstrations of the knowledge, skills, abilities, experience, and other requirements (Section 3) are each evaluated and rated on a point system of 1, 2, 3, 4, or 5, with 5 as the highest level. When an applicant's experience is evaluated, the quality of that experience is more important than the length of that experience.

PS Form 1796-B, April 1980 (Page 4 of 4)

Quality includes: relevancy of the experience to the position to be filled, breadth of the experience, and demonstration of knowledge gained or projects completed.

Note: For Postal Data Center positions, the collective bargaining-unit agreement contains language concerning the evaluation of qualifications.

2. For positions that require examinations (Section 1), the applicant's score will be considered in Section 4. Physical and driving requirements (Section 2) are not evaluated and rated for points. The applicant either meets or does not meet these requirements. Therefore, no points are to be entered in Column C for Sections 1 and 2.

3. The following definitions apply to the points assigned to the knowledge, skills, abilities, experience, and other requirements:

- 1 point — The applicant's record demonstrates a possession of this requirement at a minimal level. People at this level would generally perform marginally with regard to this requirement.
- 2 points — The applicant's record demonstrates a possession of this requirement at an adequate level. People at this level would generally perform acceptably with regard to this requirement.
- 3 points — The applicant's record demonstrates a possession of this requirement at a proficient level. People at this level would generally perform well with regard to this requirement.
- 4 points — The applicant's record demonstrates a possession of this requirement at a high level. People at this level would generally perform very well with regard to this requirement.
- 5 points — The applicant's record demonstrates a possession of this requirement at an expert or superior level. People at this level would generally perform outstandingly with regard to this requirement.

COLUMN D — Measurements Used

1. Cite the specific evidence used to determine the applicant's demonstration of each requirement in Column B and the points assigned in Column C. Generally, the reviewers would use one or more of the following to support a rating:

1. Work experience (including volunteer work)
 - (a) Direct line of work
 - (b) Related line of work
2. Education and training
 - (a) Academic courses
 - (b) Vocational or technical courses
 - (c) USPS training
 - (d) PEDC courses
3. Other evidence

Specify, e.g., awards, talent of communication, medical examinations, disciplinary actions, etc.

SECTION 4 — Score Calculation

Total the points earned in Column C. Divide that total by the number of requirements in Section 3 to determine the average number of points earned by the applicant. Multiply the resulting figure by 20 in order to arrive at a "percentage" score based on 100. Add the examination score (if any) for a grand total.

SECTION 5 — Finding

1. If the applicant has demonstrated every requirement, check the box "Applicant is qualified."
2. If the applicant has not demonstrated any one or more of the requirements (including an examination), check the box "Applicant is not qualified."

SECTION 6 — Review Committee Members

After the evaluation has been completed, each review committee member must print his or her name and title, then sign and date in the date. If there is no review committee, the selecting official prints his or her name and title before signing and dating the form.

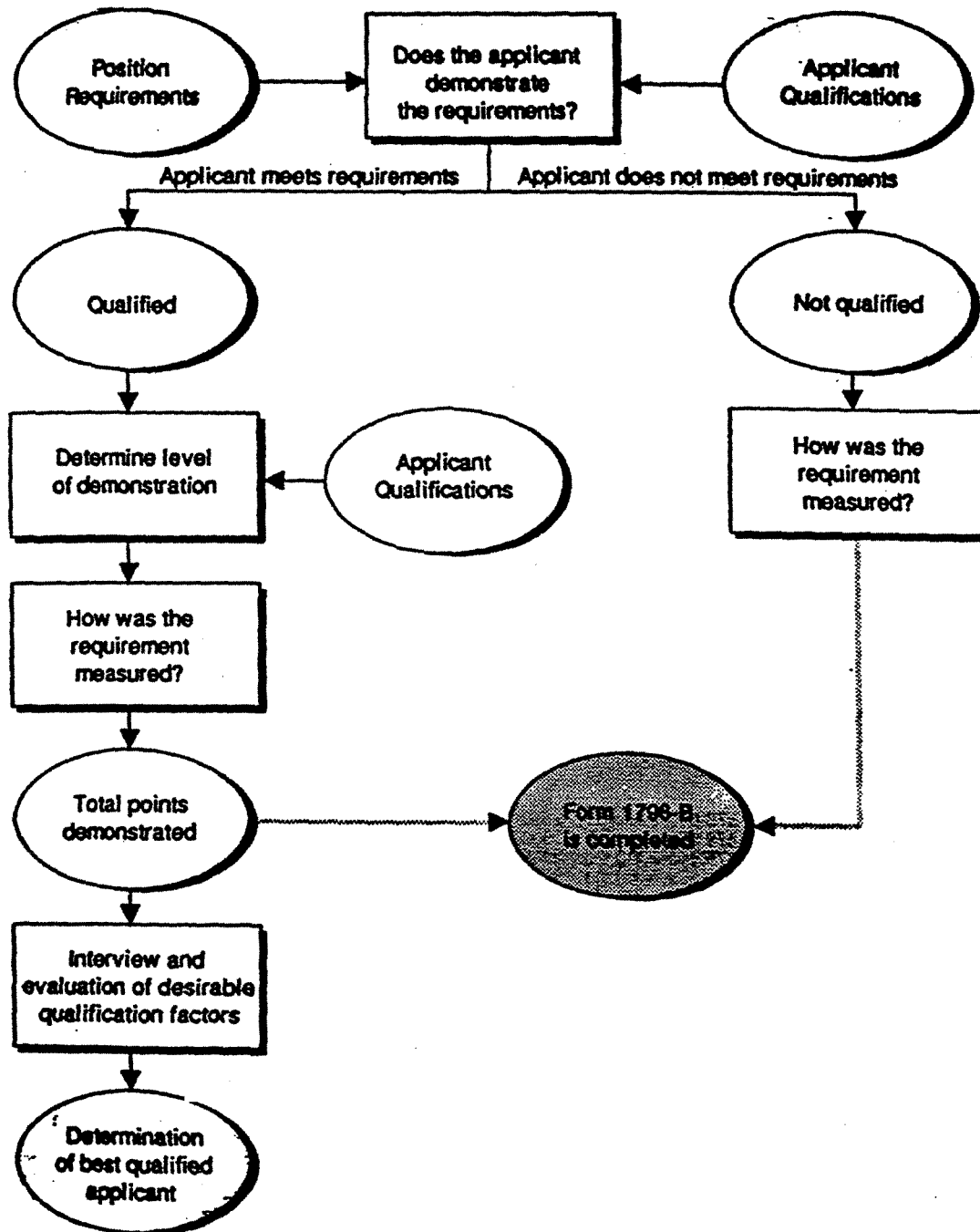


Exhibit 527.361, Flow Chart of Best Qualified Selection Process



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Initiate National Dispute

September 24, 2001

Mr. Anthony J. Vegliante
Vice President, Labor Relations
U.S. Postal Service, Room 9100
475 L'Enfant Plaza
Washington, D.C. 20260

Re: APWU No. HQT20017, Cert No.

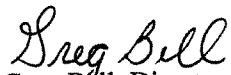
Dear Mr. Vegliante:

In accordance with the provisions of Article 15, Section 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows. The USPS notified the Union by letter dated 9/20/01 they were waiving the 710 and 916 exams for impacted employees. The Union does not agree to this unilateral action. Article 12 does not provide unilateral waiving of qualifications in order to make an employee qualified to be excessed. If the USPS is going to waive unilaterally for the purposes of Article 12 (excessing) the 710 and 916 exams, the APWU's position is the 710 and 916 exams should be waived for all APWU crafts and levels for all purposes.

Please contact Bobby Donelson, case officer, to discuss this dispute at a mutually scheduled time.

Sincerely,


Greg Bell, Director
Industrial Relations

APWU #: HQT20017
Dispute Date: 9/24/01

Case Officer: Bobby Donelson/Jim McCarthy
Contract Article(s): ;



Certified Mail Number
7099 3400 0009 5110 9302

September 20, 2001

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128



Dear Moe:

This letter is to notify you that the Postal Service has decided to temporarily suspend certain selection criteria for employees who are subject to reassignment in accordance with Article 12 and the April 2, 2001 Clerk Craft Reassignment Memorandum of Understanding (MOU). This issue has been the subject of discussions with APWU clerk division officers.

Specifically, the examination requirements involving the newly issued Test 916 for Custodial Maintenance and Test 710, Clerical Abilities, for Data Conversion Operator will be temporarily suspended as indicated below. The suspension of these examinations will be in effect until September 1, 2002.

Test 916 (Custodial Maintenance)

Employees who are impacted and reassigned in accordance with Article 12 and/or moving voluntarily to assignments in accordance with the Clerk Craft Reassignment (MOU) do not have to take the newly issued Test 916. As always, any employee who is being reassigned to a position or duty assignment must meet any additional requirements for the position to which they are being reassigned, including satisfactory completion of any prescribed training.

Test 710 (Clerical Abilities)

Employees being reassigned to the position of Data Conversion Operator, level PS-04, will not be required to demonstrate successful completion of Test 710. However, employees will be required to qualify on Test 714, typing at the high standard, and must successfully fulfil the training requirements of the position.

This action is taken and applies only to those employees being reassigned in accordance with Article 12 and/or moving voluntarily to assignments in accordance with the Clerk Craft Reassignment MOU and only for the time period referenced above.

If you have any questions, please do not hesitate to contact me at (202) 268-3811.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Sgro", written over the printed name.

Peter A. Sgro
Manager
Contract Administration

cc: Cliff Guffey, Director, Clerk Craft

August 10, 2001

MANAGERS, HUMAN RESOURCES (DISTRICTS)

SUBJECT: New Custodial Examination

As advised in March, the new custodial examination 916 will be activated on September 1. Offices will have a six-month window to transition and establish new custodial registers. The new exam 916 is the result of a three-year job analysis, test development, and validation effort. It has been found to be a powerful predictor of success in custodial maintenance positions that require, among other things, the ability to read product label instructions and warnings, equipment operating instructions, building services training materials, material safety data sheets, and cleaning route sheets.

Please distribute the attached guidance package to necessary personnel to implement the new examination. Announcing and examining material for this new examination will be available from the National Test Administration Center after August 24.

This package is available on the Intranet (Selection, Evaluation, and Recognition's home page). If you have any questions regarding these instructions, please contact Michael B. Phillips via cc:Mail.

Susan M. LaChance
Manager
Selection, Evaluation, and Recognition

cc: Steve Leavey
John Mahoney
Tom Valenti
Managers, Human Resources (Areas)

Information can be found on
web.

blue/hrisp/ser/documents/
916prod.doc

under: SER, what's new

American Postal Workers Union, AFL-CIO

Memorandum

Telephone
(202) 842-4246

1300 L Street, NW
Washington, DC 20005

From the Office of WILLIAM BURRUS
Executive Vice President

53

TO:

April 6, 2001

SUBJECT:

Jim Lingberg

**Custodial Maintenance test 911
(Notification No.N19T200111)**

Please find attached a copy of a letter dated 4/3/01 from Thomas J. Valenti, regarding the above reference matter. The following is a description of the issues involved in this notification:

Further regard to previous correspondence concerning the pilot testing of revisions to the Custodial Maintenance test 911. The revised examination will be called Test 916.

You are designated as the APWU contact person in this matter. Contact the USPS representative as soon as possible for discussion, if appropriate. Please provide notification of your review to me by 5/8/01, providing a copy to President Biller. Your secretary should update the Notification Tracking Module in Step 4 CAS as necessary.

Attachment
WB:ha
opeiu #2/afl-cio

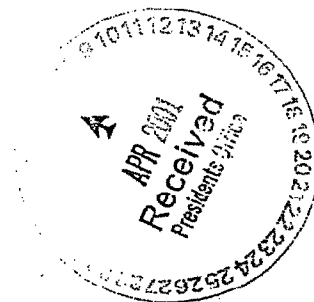
LABOR RELATIONS



Certified Mail Number
7099 3400 0009 5111 4917

April 3, 2001

Mr. Moe Biller
President
American Postal Workers Union,
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128



Dear Moe:

This letter is in further regard to previous correspondence concerning the pilot testing of revisions to the Custodial Maintenance test 911. Upon completion, the revised examination will be called "Test 916."

Enclosed is a copy of correspondence advising the field of the proposed change to allow them to appropriately plan. The final decision to initiate a change to the examination requirements will be made after the current study is completed in May.

Should there be any questions regarding the foregoing, please contact Thomas J. Valenti at (202) 268-3831.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter A. Sgro".

Peter A. Sgro
Manager
Contract Administration

Enclosure



March 23, 2001

MANAGERS, HUMAN RESOURCES (AREAS)

SUBJECT: New Custodial Maintenance Exam--Test 916

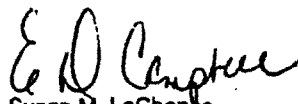
This is to advise you that Selection, Evaluation, and Recognition, in conjunction with Maintenance Policies and Programs, has developed a new examination (Test 916) for use with custodial maintenance positions currently covered by Test 911. The new exam has been designed to enhance the selection quality of our future custodial employees who play a critical role in maintaining a clean, safe, and healthy work environment. While the current Test 911 assesses an applicant's ability to follow oral directions, the new exam contains additional content areas, such as reading, general cleaning, and basic safety.

We anticipate a September 2001 activation. To assist you with your budget and planning activities for the new Test 916, the following information is provided. Please note that offices will have a six-month window (from the new test activation date) to transition and open/establish new custodial registers.

Important Points for Your Consideration

- New custodial registers will need to be established no later than March 31, 2002. As new Test 916 results load in the Hiring & Testing system, the existing custodial registers will be deactivated.
- All applicants on the old Test 911 registers will be required to take the new Test 916 to receive future employment consideration. There will be no "grandfather" provisions.
- Offices should review their current custodial testing plans, including delayed/reopened test schedules, and where possible, defer testing (i.e., applicants tested now will have a short period of eligibility, hold delayed/reopened testing until September 2001 for applications received after March 31, 2001).
- There will be no substitution for Test 916. This is a change to the current policy that allows Test 470 to be used to substitute for Test 911.
- It is anticipated that Test 916 and other related exam materials will be available at the National Testing Administration Center (NTAC) in August 2001. The new test takes approximately one hour to administer.

We will forward more detailed information and specific implementation instructions prior to the Test 916 deployment. We look forward to working with you as this new examination is released and the benefits it will bring to the organization. Should you have any questions, please contact Ms. Beth Campbell at (202) 268-3973.

for 
Susan M. LaChante
Manager
Selection, Evaluation, and Recognition

cc: G. Bohan, S. Leavey, P. Sgro, J. Smith, T. Valenti, District HR Managers



EMPLOYEE RELATIONS DEPARTMENT

RECEIVED

MAR 30 1994

September 25, 1992

JAMES W. LINGBERG
MAINTENANCE DIVISION

MEMORANDUM FOR REGIONAL DIRECTORS, HUMAN RESOURCES
FIELD DIRECTORS, HUMAN RESOURCES

SUBJECT: Inservice Test Requirements Substitution

The expeditious placement of employees who are subject to either voluntary or involuntary reassignment continues to be an important priority. This memorandum establishes substitution provisions for Test 911 used for custodial maintenance positions.

Effective immediately and until further notice, employees who have successfully completed one year of service will be deemed, for the purposes of reassignment, to have satisfied the Test 911 examination requirement if they have successfully completed any one of the following: Test 400, Test 440, or Test 450. Please note that the policy does not allow the reverse, that is, Test 911 cannot be substituted for any of the other exams.

As is usually the case, employees must meet any additional requirements listed on the qualification standards for the positions to which they are being assigned.

William J. Henderson
Vice President
Employee Relations

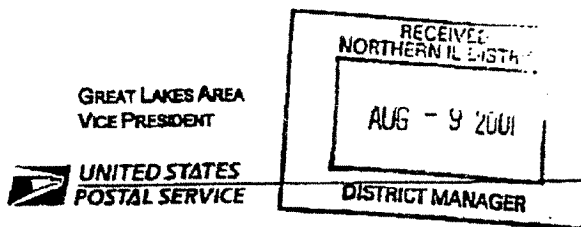
cc: Mr. Mahon

RECEIVED

MAR 30 1994

JAMES W. LINGBERG
MAINTENANCE DIVISION





August 2, 2001

GEORGE KIKUCHI
MARK TOVEY

cc: POOM - R. Jackson C. Dillworth

	LR	ACTION	COORD	INFO
1		X	X	X
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				
70				
71				
72				
73				
74				
75				
76				
77				
78				
79				
80				
81				
82				
83				
84				
85				
86				
87				
88				
89				
90				
91				
92				
93				
94				
95				
96				
97				
98				
99				
100				

890

Subject: Revised Withholding for Northern Illinois District

The withholding for Northern Illinois District authorized on June 23, 2000, is amended to include withholding Custodial Positions Level 3. and below.

Notify Phyllis Lingenfelter, Labor Relations Specialist, at the Area office, on an accounting period basis, as to the actual positions withheld pursuant to this authorization.

Danny Jackson

cc: Peter Allen
District Managers, Human Resources
Robert Jackson
Leo Persails

NORTHERN ILLINOIS DISTRICT
CUSTOMER SERVICE AND SALES



August 14, 2001

DISTRICT MANAGER
NORTHERN ILLINOIS DISTRICT

PLANT MANAGERS
CAROL STREAM P&DC
PALATINE P&DC
ROCKFORD P&DC
CHICAGO METRO SURFACE HUB

ALL POSTMASTERS
NORTHERN ILLINOIS DISTRICT AREA (600-601)

SUBJECT: Full-time Withholding Action - Effective Immediately

The withholding for Northern Illinois District, authorized on June 23, 2000, is amended to include withholding of Custodial Positions, Level 3 and below. While withholding is in effect, no conversions from part-time to full-time regular or accessions (new hires) to full-time positions can be made. It is required that all Installation Heads report all full-time clerk and mail handler vacancies, level 5 and below, and Custodial positions, level 3 and below, to your local union president and to Cathy Kullig, Human Resources Specialist, as soon as they occur.

If you have any questions regarding withholding, please reference Article 12 of the National Agreement or call Labor Relations at (630) 260-5160.

You must give a copy of this correspondence to your local APWU and NMPMH union officials.

A handwritten signature in black ink, appearing to read "William E. Simmons", written over a horizontal line.

William E. Simmons
Manager, Human Resources

CD:cd-9401
Attachment(s)



UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

RECEIVED

JAN 19 1993

January 15, 1993

JAMES W. LINGBERG
MAINTENANCE DIVISION

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

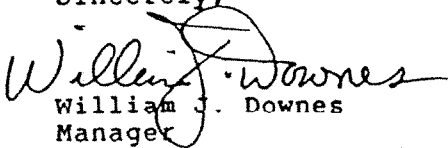
Dear Mr. Lingberg:

This letter is in response to your December 9 correspondence requesting the Postal Service's position regarding what constitutes a residual vacancy for excessed employees.

Vacant duty assignments are filled by senior employees on the appropriate Preferred Assignment Registers (PARs) by occupational group and level. The residual vacancy from this process is the position held for excessed employees.

If there are any questions regarding the foregoing, you may contact Thomas J. Valenti of my staff at 268-3831.

Sincerely,


William J. Downes

Manager
Contract Administration (APWU/NPMHU)
Labor Relations



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Moe Biller, President
(202) 842-4246

March 18, 1993

Ms. Sherry Cagnoli
Assistant PMG
Labor Relations
U. S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260

National Executive Board

Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Robert L. Tunstall
Director, Clerk Division

James W. Lingberg
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeithen
Director, SDM Division

Regional Coordinators

James P. Williams
Central Region

Philip C. Flemming, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region

Dear Ms. Cagnoli:

In a recent letter from Bill Downes of your staff the Postal Service takes the position that "The residual vacancy from this process (PAR) is the position held for excessed employees."

It is the position of the APWU that only jobs remaining at the conclusion of the PAR and PER process may be held for excessed employees. It is clear that a difference exists between the parties.

Therefore, in accordance with Article 15 of the 1990-1994 Collective Bargaining Agreement we are initiating a grievance at Step 4. The precise issue to be decided is whether Article 38.5.B.5 requires completion of the entire process (PAR and PER) once the initial notice of intent is posted.

Please contact Mr. Jim Lingberg of my staff at (202) 842-4213 as soon as possible to arrange a meeting.

Sincerely,

Moe Biller
President

MB:JWL:wj
opeiu #2
afl-cio

cc: Lingberg
Neill



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

December 9, 1992

Maintenance Division
James W. Lingberg
Director

Edgar Williams
Assistant Director "A"

Randy Sutton
Assistant Director "B"

Malcolm T. Smith
National Rep-At-Large

Mr. Bill Downes
Manager Contract Administration
U. S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260

Dear Mr. Downes:

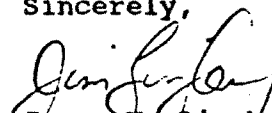
As you are aware, there have been a number of meetings taking place at the regional level concerning placement of employees due to the closing of the MOTSC's. Jobs throughout the regions have been withheld pending placement of these excessed MOTSC employees.

Regional postal managers are taking the position that, residual vacancies are to be withheld by occupational group and level and that they are not required to complete the entire process as spelled out in Article 38.5.B.5.

It is the American Postal Workers Union's position that, the only residual that can be withheld per Article 12 is the residual that results after completion of the Article 38.5.B.5 process including both registers (PAR and PER).

Please advise me immediately of the Postal Service's position on this matter.

Sincerely,


James W. Lingberg
Director
Maintenance Division

National Executive Board

Vice President
President

William Burns
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Robert L. Tunstall
Director, Clerk Division

James W. Lingberg
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeehen
Director, SDM Division

Regional Coordinators

James P. Williams
Central Region

Philip C. Flemming, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Anthe Salisbury
Southern Region

Raydell B. Moore
Western Region

JWL:wj
opeiu #2
afl-cio

bcc: Valenti
Frick
Sutton

STD POSITION DESCRIPTION**U. S. Postal Service**

CUSTODIAN, PS-02

FUNCTIONAL PURPOSE

Performs manual laboring duties in connection with custody of an office or building.

DUTIES AND RESPONSIBILITIES

1. Performs any one or a combination of the duties listed below.
2. Moves furniture and equipment.
3. Uncrates and assembles furniture and fixtures, using bolts and screws for assembly.
4. Loads and unloads supplies and equipment.
5. Removes trash from work areas, lobbies, and washrooms.
6. Tends to lawns, shrubbery, and premises of the post office and cleans ice and snow from the sidewalks and driveways.
7. Stacks supplies in storage rooms and on shelves, and completes forms or records as required.
8. May perform cleaning duties as assigned.

SUPERVISION

Supervisor, Maintenance Operations, or other designated supervisor.

SELECTION METHOD

Senior Qualified

BARGAINING UNIT

BLDG/EQUIP MAINT

KEY POSITION REFERENCE

KP-0001

(End of Document)

STD POSITION DESCRIPTION

U. S. Postal Service

LABORER, CUSTODIAL, PS-03

FUNCTIONAL PURPOSE

Performs manual labor in connection with maintenance and cleaning of the buildings and grounds of a postal facility; assists in firing low pressure boiler and in making minor repairs to the building and equipment.

DUTIES AND RESPONSIBILITIES

1. Makes or assists in making minor maintenance repairs to building and equipment.
2. In smaller buildings assists the fireman-laborer in firing the boiler; in firemen-laborer's absence fires and cleans the boiler.
3. 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.
4. Performs general laboring duties such as uncrating and assembling furniture and fixtures using bolts and screws for assembly, loading and unloading supplies and equipment.
5. Performs janitorial duties such as cleaning, scrubbing, waxing, and polishing floors; washes walls and ceiling; dusts furniture and fixtures; cleans hardware and toilet fixtures; washes windows; cares for lawns and shrubs; cleans sidewalks and driveways and removes ashes, snow and ice.
6. In addition, may: operate elevator, stack supplies in storage rooms and on shelves; move furniture and equipment.

SUPERVISION

Supervisor of unit to which assigned.

SELECTION METHOD

Senior Qualified

BARGAINING UNIT

BLDG/EQUIP MAINT

(Continued on Next Page)

Document Date: 11-02-94Occupation Code: 3502-03XX
SPD Number: SP-6013

BUILDING MAINTENANCE CUSTODIAN, PS-04

FUNCTIONAL PURPOSE

Serves as the principal maintenance service employee in a facility where no maintenance service employee of a higher level is provided. Participates in the normal laboring, cleaning, and maintenance activities required to keep the building, equipment, and grounds in proper condition.

DUTIES AND RESPONSIBILITIES

1. Performs all custodial and maintenance functions at a small facility. Maintains custody of necessary equipment, tools, and supplies.
2. Performs a variety of routine maintenance service on building equipment, mail processing equipment, customer service equipment, and delivery service equipment. Performs designated letter box and Neighborhood Collection Delivery Box Unit maintenance and repair work performed at a small post office.
3. Makes minor carpentry, electrical, plumbing, and mechanical repairs such as: replacing fuses, fluorescent tubes and light bulbs, replacing faucet washers, opening clogged drains, cleaning and oiling hampers and replacing canvas, repairing postal furniture such as distribution cases, and preparing surplus equipment for shipment.
4. May assist higher level technician, directly or remotely, in executing simple tasks, including direct replacement of equipment elements per detailed instruction.
5. Operates simple heating, ventilation, and air conditioning systems and performs designated maintenance and repair operations of a routine nature.
6. Performs custodial duties such as but not limited to, cleaning and scrubbing floors, dusting furniture and fixtures, cleaning walls and windows, cleaning hardware and toilet fixtures, caring for lawns and shrubs, cleaning sidewalks and driveways.
7. In addition, may serve as a working leader to one or more Custodians and/or Cleaners engaged in general laboring and cleaning duties.

320

SUPERVISION

Postmaster or other designated supervisor.

(Continued on Next Page)

STD POSITION DESCRIPTION

U. S. Postal Service

BUILDING MAINTENANCE CUSTODIAN, PS-04

(Continued from Previous Page)

SELECTION METHOD

Senior Qualified when filled from preferred assignment register (PAR). Best Qualified when filled from promotion eligibility register (PER).

BARGAINING UNIT

BLDG/EQUIP MAINT

KEY POSITION REFERENCE

KP-0009

321

(End of Document)

Document Date: 11-02-94

Occupation Code: 4749-10XX
SPD Number: SP-6025

Page: 2

2 Recruitment

21 Planning and Coordination

211 Recruitment Strategies

Recruitment is the development and maintenance of sufficient human resources. Recruitment involves attracting a diverse pool of qualified persons for potential Postal Service employment.

Effective recruitment strategies are the foundation of the hiring process. This process involves establishing hiring goals in advance of recruiting efforts. Interaction with Operations and review of hiring plans must be completed before a recruitment strategy can be developed. Local management must also fully evaluate its need to hire before implementing recruitment efforts. This process involves, but is not limited to, coordinating recruiting strategies with diversity development specialists, forecasting future hiring needs, assessing existing applicant pools, considering other hiring options, and reviewing upcoming organizational changes and complement reports.

How, when, and where recruitment activities take place are also important decisions in the planning process. The methods and techniques that are used help determine how successful the recruitment effort will be in attracting sufficient numbers of qualified applicants.

211.1 Forecasting

The installation head is responsible for forecasting the recruitment requirements in the installation in sufficient time to assure that there are qualified persons available for appointment. In so doing, consideration must be given to the:

- a. Number of anticipated vacancies.
- b. Special and/or technical skills requirements and pay.
- c. Inclusiveness and representation of all groups of the prospective applicant pool.
- d. Available internal labor market (internal advancement options).
- e. Recruitment budget and projected costs.
- f. Available external labor market (size, age, and applicant response rate of existing hiring register).

- g. Suitability determinations of existing applicants.
- h. Organizational and/or operational changes.
- i. Projected loss of current employees.

While the installation head is responsible for forecasting recruitment needs, local management from all organizational functions must work together in assessing how changing operational needs will affect recruitment needs.

Proper use of the installation hiring plan is essential to quality decisions about bringing new employees into the workforce. If an insufficient number of qualified eligibles exists, arrangements must be made to open the examination. When making arrangements to open an entrance examination, diversity development personnel must be alerted to provide lead time for affirmative employment efforts. Whenever possible, this notification should be made at least 60 days in advance of the examination opening.

211.2 **EEO and Affirmative Action Considerations**

Recruitment efforts must reflect the Postal Service's commitment to affirmative recruitment and to fair and equitable examination and hiring procedures, and they must respond to changing demographics (population characteristics). These efforts must also be tailored to the policies, procedures, and needs of the Postal Service. All executives, managers, and supervisors share in responsibility for the successful implementation and management of an equal employment opportunity program that includes affirmative action recruitment, selection, and placement. Upon notification of a request to open an entrance examination, appropriate steps must be taken to employ strategies that promote fairness and opportunities to maintain an inclusive workforce.

211.3 **Evaluating Vacancies**

When a vacancy is anticipated, the installation head must determine if a continuing need exists for the position. Consideration must be given to whether the personnel complement can be adjusted downward by one vacant position through the elimination of the position. If a decision is made to eliminate a position, action is taken to revert the position according to the appropriate provision of the National Agreement.

212 **Recruitment Options**

212.1 **Noncompetitive Hiring Options**

Noncompetitive hiring options may include reassignment, a change to lower level, or a promotion from a lower level, the reinstatement of eligible former postal or federal employees (see 233.32), or the transfer of career or career-conditional employees from other federal agencies (see 233.33).

Additionally, the options exist for the noncompetitive appointment of veterans with 30 percent or more disabilities, or noncompetitive appointment of Veterans' Readjustment Appointment (VRA) eligibles (see 233.35 and 233.36). Regardless of the choice of action, the appointee must meet the

Chapter 2

Recruitment and Selection

210 General

211 Need for Recruitment

211.1 Responsibility

211.11 Forecasting. The installation head is responsible for forecasting the recruitment requirements in the installation in sufficient time to assure that there are qualified persons available for appointment. In so doing, consideration must be given to the number of anticipated vacancies, the size of the available register, and the status of the suitability determinations of eligibles. Proper utilization of the installation hiring plan is essential to quality decisions about bringing new employees into the work force. If there is an insufficient number of qualified eligibles, arrangements must be made to open the examination. When making arrangements to open an entrance examination, Division/MSO EEO Personnel must be alerted to provide lead-time for Affirmative Recruitment.

211.12 EEO Considerations. The installation head is responsible for the implementation of an equal employment opportunity program which includes affirmative action recruitment, selection, and placement. Upon notification of a request to open an entrance examination, appropriate steps must be taken to provide community awareness.

211.13 Absorbing Vacancies. When a vacancy is anticipated, the installation head must determine if there is a continuing need for the position. Consideration must be given to whether the personnel complement can be adjusted so that a vacant position can be eliminated and action taken to revert the position.

212 Noncompetitive Selections

These may include reassignment, change to lower level, or promotion from a lower level of postal employees; reinstatement of eligible former postal or federal employees (see 261.313); or transfer of career or career conditional employees from other federal agencies (261.312). Regardless of the choice of action, the appointee must meet the

qualification standards of the position, including the examination requirement, if any.

213 Transfer to Other Federal Agencies

Under authority of 39 USC 1006, the Federal Personnel Manual of the Office of Personnel Management identifies conditions where career postal employees may be considered for transfer to other federal agencies.

214 Inservice Competitive Selections

214.1 Register. Selections are made from a register of eligibles resulting when one or more applicants from within the career Postal Service have applied to compete for promotions or reassignment and have been rated by the National Test Administration Center (NTAC) on the basis of a written and/or rated application examination.

214.2 Qualifying Exam

214.21 Inservice competitive selection may also be made on the basis of a qualifying examination, either written or a rated application. In this case, the NTAC rates the applicants as eligible, ineligible, or with a specific score, however, score does not determine the order of consideration. All applicants who are rated eligible or attain the minimum qualifying score for the examination may be considered. Final selection is made according to the promotion and reassignment procedures detailed in Chapter 5.

214.22 Inservice competitive selections may also be made in accordance with 525 in Chapter 5.

215 Open Competitive Selections

215.1 Open Examinations. Postal entrance examinations are announced when necessary to meet the staffing needs of the Postal Service. During the period the examination is open, persons who meet the minimum qualifications as stated in the exam announcement may apply. When there are sufficient applications to satisfy foreseeable staffing needs, the exam announcement is closed and applications are no longer accepted. Opening and closing exam announce-

LABOR RELATIONS



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

RE: Q98C-4Q-C 01234701
APWU HQT20016
Class Action
Washington, DC 20260-9998

Dear Mr. Kloepper:

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 the National Agreement was violated when the Postal Service created a Promotion Eligibility Register (PER) for a Level 3 Laborer-Custodial position which is a non-MSS position by using Maintenance Selection System (MSS) criteria.

After reviewing this matter the parties mutually agree that no national interpretive issue is fairly presented in this case.

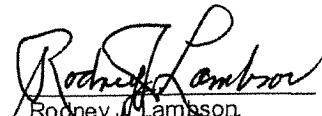
During their discussions the parties agree that the April 1997 Maintenance Selection System Handbook applies to MSS positions and procedures outlined in Postal Bulletin 21770 dated August 23, 1990, should be used to determine eligibility for maintenance craft positions not covered by the procedures in the EL-304 handbook.


Accordingly, we agree to remand case G94T-1G-C 98126393 to the parties at Step 3 for further processing, including arbitration if appropriate based on fact circumstances and application of the above understanding.

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.

Sincerely,


Rodney J. Lamson
Labor Relations Specialist
Contract Administration


Gary Kloepper
Representative-at-Large
Maintenance Division
American Postal Workers Union,
AFL-CIO

Date: 4/10/03

OVERVIEW

GENERAL PRINCIPLES OF THE MAINTENANCE SELECTION SYSTEM

The goal of the Maintenance Selection System is to ensure the selection and promotion of qualified maintenance personnel and to promote a uniform application of qualification requirements. The Maintenance Selection System (MSS) is the means to meet that goal.

Note: *Non MSS Positions.* The procedures outlined in Postal Bulletin 21770 dated August 23, 1990, (a complete revision to Handbook EL-311, Personnel Operations, subchapter 520) must be used to determine eligibility for maintenance craft positions not covered by the procedures in this handbook. These positions are commonly known as Non-Maintenance Selection System positions.

MSS GRIEVANCE SETTLEMENTS

Grievance and prearbitration settlements, EEO discussions, or similar actions involving MSS must be coordinated with NTAC and/or Headquarters Labor Relations during the investigative phase. Such coordination will ensure that settlement implementations are in accordance with provisions of MSS. See Labor Relations memorandum dated May 19, 1993 (Exhibit W).

PLANNING

Once a decision has been made to begin the entrance, inservice, or new position incraft process the planning stage begins. It is imperative that once begun, the process continues in a timely and orderly fashion. Review the timelines for the process (Exhibit A). These are the maximum amounts of time these processes should take. NTAC will track your progress once you begin and will report when the process is taking longer than normal to complete. In many cases the process can be accelerated. However, the order of the steps is critical and must be followed exactly. The process can only be accelerated by completely finishing one step early and moving on to the next.

Develop a specific initial timeline - Using the timeline for the process in question as a guide, mark down the dates for those procedures such as announcing and accepting applications which have contractual deadlines that cannot be shortened. Next, if the process is an inservice or incraft process, estimate the number of review panels required and coordinate with maintenance to determine the availability of personnel to conduct review panels. Determine whether the review panel period can be shortened, which will advance the schedule for the later steps. Conversely, if sufficient personnel

Banded Stamped Envelopes

Self-Service Vending Equipment. The 25-cent size 10 Thirteen Star embossed stamped envelope, *Item 2150*, and the 25-cent size 9 Hologram stamped envelope, *Item 2140*, are now available in banded units of five, which sell for \$1.50 each in multicommodity vending machines.

For customer information and convenience, an ordering form for printed stamped envelopes is enclosed with each banded unit of five envelopes. A copy of the ordering form follows:

—Philatelic and Retail Services Dept., 8-23-90

Stamp Transparencies Use and Availability

Field division directors of marketing and communications are reminded that stamp transparencies are sent to them from the Stamp Product Development Branch for promotional use. Once a design has been released through philatelic releases or the *Postal Bulletin*, offices may release and display the designs publicly, even if the stamp has not yet been issued.

Offices are using licensees to reproduce a design on merchandise, it is their responsibility to provide the transparencies. They may duplicate transparencies if they need more than one. Do not refer licensees or vendors to the Stamp Product Development Branch.

Postmaster sectional center directors of marketing and communications should contact the field division director of marketing and communications to obtain transparencies.

—Philatelic and Retail Services Dept., 8-23-90

Privacy Act Statements—Forms

Any postal form—national or local—that requests or collects information about an individual directly from that individual must include a Privacy Act statement. The information is usually tagged with a personal identifier, such as name or social security number, used by the Postal Service to retrieve that information. See *Administrative Support Manual (ASM)* 353.232.

The Records Office at Headquarters must review and approve any new or revised form that may require a Privacy Act statement. Recent amendments to the Privacy Act systems also obligate the Records Office to review any current form scheduled for reprinting, if it collects personal information. Privacy Act statements are drafted to conform to the applicable Privacy Act system of records notice in the appendix of the ASM.

For new and revised forms as well as reprints, originators at Headquarters must complete Form 794, *Request for New or Revised Form*. Originators should work with the Document Control Division and the Records Office to ensure compliance with the provisions of the Privacy Act.

Originators of locally approved forms in field divisions must complete Form 794-A, *Field Request for New or Revised Form*. If the form collects personal information, a copy of the proposed form or form to be reprinted must be attached to Form 794-A and mailed directly to:

US POSTAL SERVICE
RECORDS OFFICE
475 L'ENFANT PLAZA SW RM 10670
WASHINGTON DC 20260-5010

—Records Office, 8-23-90

Handbook EL-311 Revision

Bargaining Unit Selection Changes

Effective October 20, 1990, subchapters 510 and 520 of Handbook EL-311, *Personnel Operations*, are revised completely, as printed on pages 32-55. Subchapter 510 contains general policies on the assignment, reassignment, and promotion of employees. These revisions define terminology commonly used in selection. Subchapter 520 contains procedures for filling bargaining unit positions. These revisions clarify, expand, and change, to some extent, the procedures used to fill senior and best qualified positions. A more specific summary of the changes is included below.

New Forms 1796-A, *Qualifications Rating Sheet for Senior Qualified Positions*, and 1796-B, *Qualifications Rating Sheet for Best Qualified Positions* (both dated April 1990), are printed as Exhibits 527.22 and 527.32. These forms will replace the current Form 1796, *Qualification Rating* (dated April 1971), on October 20, 1990. The new forms are available from the materiel distribution centers.

These revisions will be reflected in a future edition of Handbook EL-311.

—Employee Relations Dept., 8-23-90

Chapter 5 Assignment, Reassignment, and Promotion

510 General Policies

511 Introduction

511.1 Organization of Chapter. Most postal positions, except entrance-level positions, are filled by the assignment, reassignment, or promotion of postal employees. This chapter includes policies and procedures for filling positions by means of those personnel actions. Subchapter 510 contains general policies applicable to filling positions by assignment, reassignment, or promotion. Subchapters 520-540 contain additional specific policies and procedures for the following different kinds of positions:

- 520—Bargaining-Unit Positions
- 530—Initial-Level Supervisor Positions
- 540—Other Nonbargaining-Unit Positions

Note: Each subchapter lists any exclusions to the position coverage.

511.2 EEO Policy

511.21 Assignment, Reassignments, and Promotion. Equal opportunity for assignment, reassignment, and promotion will:

- a. Be based on merit and the relevant experience, training, knowledge, skills and abilities required for the positions being filled.
- b. Comply with the provisions of the applicable collective-bargaining agreements.

511.22 Nondiscriminatory Selection. Effective utilization of employees requires that selections be made without discrimination because of race, color, sex, religion, age, national origin, or mental or physical handicap.

511.3 Eligibility

511.31 Type of Appointment. An employee serving under a career appointment is eligible for assignment or promotion. An employee serving under a temporary or casual appointment is not eligible for promotion.

511.32 Restricted Positions. Restrictions on filling certain positions by preference eligibles (see 262) do not apply to inservice placement.

511.33 Other Limitations. Eligibility for consideration for some positions is limited to employees in specific grades, occupations, geographic areas, or organizations. These limitations are described in the following subchapters.

511.4 Definitions. The following definitions clarify and standardize the terminology used in selection.

511.41 Requirements. The knowledge, skills, abilities, experience, and physical and other conditions which pertain to a position (or duty assignment) and which an individual needs to successfully perform the duties of the position upon entry. Not all of the items listed above as possible requirements are necessarily used or permitted in all cases.

511.42 Qualifications. The knowledge, skills, abilities, experience, and physical and other conditions which pertain to an applicant or bidder. Applicants and bidders must meet the requirements, which means that they must possess as *qualifications* the same knowledge, skills, abilities, etc. that are *requirements* for the position. It also means that bidders must demonstrate that they possess each of these qualifications at a level which is sufficient for satisfactory (as opposed to unsatisfactory) performance in the position.

Note: For senior qualified positions, see 527.14 for procedures regarding the timing for meeting the requirements.)

511.43 Special Conditions. Special conditions are needs of an assignment which are essential to satisfactory performance at entry and which relate to the applicant's willingness to perform a duty or task (e.g., willingness to travel frequently; willingness to work irregular hours). Special conditions are applicable only to nonbargaining positions.

511.44 Special Requirements. Special requirements are needs of the duty assignment which are essential to satisfactory performance at entry. Oc-

asionally, these may relate to the applicant's or bidder's willingness to perform a duty or task (e.g., travel). However, special requirements are most likely to be a knowledge, skill, or ability which should reasonably be included as a requirement given the particular needs of a specific installation or job assignment. Special requirements are applicable only to bargaining-unit positions.

511.45 Qualification Standard. An official document, published in Handbook EL-303, *Qualification Standards -- Bargaining-Unit Positions*, which states the requirements of bargaining-unit positions that are needed upon entry into the position. The requirements listed are not necessarily an exhaustive list of requirements for continued satisfactory performance in the position.

511.46 Desirable Qualification. A knowledge, skill, ability, or other condition which is not a requirement of the position but which, if the applicant possesses, will be of benefit in performing a specific job duty or duties.

Note: Desirable qualifications apply only to best qualified positions.

511.47 Factors. Clusters of related knowledge, skills, and abilities evaluated as a single requirement. Factors occur only in postmaster and management associate selection.

511.48 Vacancy Announcement or Job Posting. An official document, developed locally, which provides specific information about a vacancy to be filled. Normally, *job posting* (sometimes called *bid posting*) is used when referring to the filling of bargaining-unit senior qualified bid positions; *vacancy announcement* is used when referring to the filling of entrance positions, best qualified positions, or nonbargaining positions. (The terminology *posting* may occasionally refer to best qualified positions.) An announcement or posting will contain either a list of requirements needed upon entry into the position, an indication of the qualification standard number, or an attached qualification standard. Requirements given on a vacancy announcement are not necessarily an exhaustive list of requirements for continued satisfactory performance in the position.

511.5 Philosophy of Selection. The philosophy underlying all selections is that a person placed into a position must be qualified, i.e., that the person meets the requirements of the position. For senior qualified positions, selection is based on a determination of whether the senior bidder is qualified. For best qualified and nonbargaining-unit positions, selection is based on a determination of who best meets the requirements of the position from among those qualified.

511.6 Current Information. Employees are responsible for providing current information about their experience, education, training, and other qualifications in order that their personnel records are up-to-date. Employee relations personnel must furnish employees any assistance needed to properly document this information.

511.7 Physical Requirements. Normally, employees must meet the physical requirements for the positions to which they are assigned. (See 320 for an explanation, including situations in which physical requirements are waived.)

511.8 Positions Not Filled Permanently

511.81 Situations. A position may be filled only temporarily when (a) a career employee has been granted reemployment rights to it, or (b) the regular incumbent is temporarily absent. Examples of such situations are when an employee is:

- a. On active military duty;
- b. Serving as a national officer of a postal employee organization;
- c. Temporarily assigned or temporarily promoted to another position; or
- d. Appointed as an officer-in-charge or MAS master instructor.

511.82 Understanding. Temporary assignment, reassignment, promotion, or appointment to fill a position to which another employee has reemployment or incumbent rights must be made with the candidate's understanding that the candidate will be returned to the present position upon the return of the absent employee. See specific requirements in 513 (Temporary Assignment) and 514.4 (Temporary Promotion).

512 Reassignment

512.1 Definition. A reassignment is the permanent assignment, with or without relocation, of an employee (a) to another established position with the same grade in the same salary schedule or (b) to a position with an equivalent grade in another salary schedule.

512.2 Reassignment to Bargaining-Unit Positions. The appropriate collective-bargaining agreement contains general policies and procedures governing reassignments to positions within the bargaining unit. Detailed policies and procedures are described in 520.

512.3 Reassignment to Nonbargaining Positions

512.31 Management Option. Authorized management officials may reassign nonbargaining-unit employees without following regular competitive procedures.

512.32 Employee Self-Nomination. Employees who desire reassignment may nominate themselves in the same way as employees who desire promotion consideration (see subsequent subchapters for appropriate procedure).

512.33 Unassigned Employees. Unassigned employees (i.e., employees whose positions have been abolished) are reassigned in accordance with ELM 354.

512.4 Mutual Exchanges. Career employees may exchange positions (subject, when necessary, to the provisions of the appropriate collective-bargaining agreement) if the exchange of positions is approved by the officials in charge of the installations involved. Part-time flexible employees are not permitted to exchange positions with full-time employees, nor bargaining-unit employees with nonbargaining-unit employees, nor nonsupervisory employees with supervisory employees. Mutual exchanges must be between positions at the same grade. An exchange of positions does not necessarily mean that the employees involved take over the duty assignments of the positions.

Note: A regular rural carrier may exchange only with another regular rural carrier at a different installation.

513 Temporary Assignment

513.1 Definition. A temporary assignment is the placement of an employee in another established position for a limited period of time to perform duties and responsibilities other than those specifically contained in the regular assignment position description and when a formal reassignment and/or promotion personnel action is not required.

513.2 Bargaining-Unit Positions. The appropriate collective-bargaining agreement contains policies and procedures governing higher-level assignments (i.e., details to higher-grade positions) within the bargaining unit.

513.3 Nonbargaining-Unit Positions

513.31 General Policies.

513.311 Temporary assignments to nonbargaining-unit positions are to be made only for the shortest practical time limits and may be authorized to meet emergencies caused by abnormal workload, change in mission or organization, or unanticipated absences. In the absence of a nonbargaining-unit employee (except a postmaster or sectional center manager), the appointing official will first attempt to have the duties of the absentee's position absorbed by other employees of the same or higher grade. If this is not feasible, a qualified employee may be temporarily assigned to the position under the policies and procedures described in the following sections. Such assignments must be carefully monitored by management to confirm their continued necessity.

513.312 Any qualified employee who best meets service needs may be temporarily assigned by the appointing official or designee. (See 537.3 on temporary assignments to initial-level supervisor positions and 544.8 on temporary assignments to other nonbargaining-unit positions.) Normally, priority is given to unassigned employees (i.e., employees whose positions have been abolished). Policies and procedures governing the temporary assignment of unassigned employees are in ELM 354.

513.313 Employees recuperating from serious injury or illness who are unable to perform their regularly assigned duties may be temporarily assigned (if administratively feasible) to such duties as they can perform for a short period of time

pending their recovery. Generally, the employee should be required to present acceptable medical evidence.

513.314 A temporary assignment may be terminated at any time by management, either at its own discretion or at the request of the employee.

513.32 Time Limits

513.321 Temporary assignment of an employee to a position at the same grade or at a lower grade may not exceed 90 calendar days, which may be extended by the next higher level of management above the appointing official. See 513.33 for time limits on temporary assignment to a higher-grade position.

513.322 Use Form 1723 to document temporary assignments.

513.33 Higher-Grade Temporary Assignment.

513.331 All managerial and supervisory personnel must ensure that no one is temporarily assigned into a higher-grade nonbargaining-unit position *unless* such an assignment is absolutely essential to the effective operations of the Postal Service and the person selected assumes the full *core responsibilities* of the higher-grade position.

513.332 Division, MSC and BMC managers are required to approve in advance any higher-grade temporary assignment of 30 or more calendar days in an organization under their respective jurisdictions.

513.333 Temporary assignment to a higher-grade position, *during the absence of the incumbent*, is limited to a maximum period of 90 calendar days, which may be extended with the prior approval of the Regional Postmaster General.

513.334 Temporary assignment to a higher-grade vacant position, *pending selection of a person for permanent assignment*, is limited to a total of not more than 60 calendar days. If the employee on temporary assignment is a candidate for the vacant position, the higher-grade assignment must be terminated before the 61st day. If that employee is not a candidate, the next higher level of management above the appointing official may approve an extension of that employee's temporary assignment beyond 60 days, until a selection is made and approved, and the new incumbent assumes the position. *Exception:* This

policy does not apply to temporary higher-grade assignments to postmaster, sectional center manager, or initial-level supervisor positions.

513.335 Any exceptions to the policies in 513.331-334 require prior approval by the SAPMG, Human Resources Group.

513.336 Rules governing higher-level pay for temporary assignment to higher-grade nonbargaining-unit positions are in ELM 417.

514 Promotion

514.1 Definition. A promotion is the permanent assignment, with or without relocation, of an employee (a) to an established position having a higher grade than the position to which the employee was previously assigned in the same schedule or (b) to a position with a higher-than-equivalent grade in another schedule. (See ELM 413.)

514.2 Bargaining-Unit Positions. The appropriate collective-bargaining agreement contains general policies and procedures governing promotions to positions within the bargaining unit. Detailed policies and procedures are described in 520.

514.3 Nonbargaining-Unit Positions

514.31 General Policies. Sections 351 and 353 of the ELM describe the general policies governing promotions to nonbargaining-unit positions. The rest of this chapter describes specific policies.

514.32 Immediate Relatives. Section 312.3 of this document explains restrictions on the promotion (or recommendation for promotion) of immediate relatives.

514.33 Absent Employees. Employees with restoration rights by reason of military duty will be considered for promotion if otherwise eligible. Employees on extended leave, including leave without pay, will also be considered provided they are otherwise eligible and have applied for promotion. If the employee is selected for promotion, the personnel action is effected upon return to postal duty. The date placed on the personnel action is the date the promotion would have occurred had the employee not been absent. Upon selection and while the personnel action is

pending, notation of the selection is made in the employee's official personnel folder and on Form 7, *Service Record*, if that form is maintained.

514.34 Selection. Selection for promotion to nonbargaining-unit positions will be made from among the best qualified candidates who are eligible, interested, and available.

514.35 Unassigned Employees. Promotions of unassigned nonbargaining-unit employees (i.e., employees whose positions have been abolished) are made in competition with other eligible employees, unless otherwise specifically provided.

514.36 Applicability to Other Personnel Actions. Competitive promotion procedures apply to all promotions, including temporary promotions (see 514.4), except as otherwise indicated in this handbook. In addition, competitive promotion procedures also apply to the following actions:

a. Filling a higher-grade position by selection from among *postal employees* on an entrance register.

b. Selecting an employee for training where the training is required for promotion. When training is given primarily to prepare employees for advancement and is required for promotion (i.e., an employee is not eligible for promotion unless training has been completed), selection for the training is made under competitive promotion procedures.

514.37 Exceptions to Competitive Promotion Procedures. The following promotion actions are excepted from competitive promotion procedures:

a. Promotion of the incumbent to a position reevaluated at a higher grade without significant change in duties and responsibilities.

b. Promotion and assignment of certain present or former nonbargaining-unit employees to higher-grade nonbargaining-unit positions under the specific conditions described in 536 and 543. This includes employees with retreat (or return) rights, employees previously reduced in grade or serving with saved grade, MAS master instructors, management associates, and management trainees.

c. Promotion of an employee who satisfactorily completes an approved training program which specifically provides for promotion if the employee was selected for the program under competitive procedures, and the fact that selection could lead to promotion was made known to potential candidates for the program.

tion could lead to promotion was made known to potential candidates for the program.

514.4 Temporary Promotion

514.41 Use. Temporary promotion should be limited to situations in which a higher-grade position cannot practically be filled through other temporary means (see 513). Such situations include, but are not limited to, the long-term absence of the incumbent, or when action to begin to fill the vacant position on a permanent basis must be deferred for a lengthy period of time.

514.42 Selection. Competitive promotion procedures are used in making a temporary promotion. Regular competitive procedures are used again if the position is subsequently to be filled on a permanent basis by promotion. An employee who has served on a competitive temporary promotion in the position is eligible to recompetete, regardless of the duration of the temporary promotion.

514.43 Duration. A temporary promotion may be made for 1 year or less, depending upon the need. *Exception:* Temporary promotion to replace a person assigned as a MAS instructor is not time-limited, but expires upon return of the instructor to the regular assignment. Candidates for temporary promotion must be informed of the conditions relating to it, including the expected duration. Persons selected must be assured of return to their regular position when no longer needed in the temporary assignment whether or not the expected period has ended. To avoid any misunderstanding at a later date, the following statement is obtained from any employee selected for temporary promotion:

I understand that my selection for the position of (position title) is temporary and that I will be returned to my present permanent position on termination of the temporary promotion.

514.44 Review and Extension. If the employee's services are still needed in the temporary assignment after the initial period expires, a review must be made to determine whether it actually is a temporary situation. If it is no longer a temporary situation, the position should be filled permanently. A temporary promotion may not be extended beyond a total of 1 year without prior approval of the Field Director, Human Resources. No temporary promotion may last more than 2 years.

514.45 Termination. Unless extended, a temporary promotion automatically terminates on the specified date. However, it may be terminated at any prior time at the discretion of management. The adverse action procedures do not apply when employees are returned to their regular position.

514.5 Vacancy File. For promotions made under competitive procedures, a vacancy file is established. (See 520 to 540 for the contents of the file and instructions for its maintenance.)

520 Bargaining-Unit Positions

521 Filling Positions

521.1 General Requirement. The filling of bargaining-unit positions through assignment, reassignment, or promotion is subject to the applicable provisions of the appropriate collective-bargaining agreements.

521.2 Restriction. Except as provided for excess employees and ill or injured employees in any applicable collective-bargaining agreements, vacancies must be filled by promotion or reassignment within the appropriate craft and installation if qualified bidders or applicants, as applicable, are available (see 216).

522 Part-Time Flexibles

Promotions to positions where full-time employees and part-time flexible employees are authorized are usually to part-time flexible positions. A full-time regular position is not normally filled by promotion, reinstatement, reassignment, transfer, or appointment if qualified part-time flexible employees of the same designation or occupational code are available for conversion to the position. Part-time flexible employees must be changed to full-time regular positions within the installation in the order specified by the applicable collective-bargaining agreement.

523 Area of Consideration

The *area of consideration* is described in the appropriate collective-bargaining agreement. If necessary, the area may be expanded as follows:

- a. To other eligibles in other crafts at the same installation, then
- b. To eligibles at other postal installations.

524 Requirements

Requirements for positions may be indicated in qualification standards, vacancy announcements, or job postings. (See definitions, 511.4. These requirements pertain to assignment, reassignment, or promotion. For employment suitability requirements, see chapter 3.) In some cases, a vacancy announcement or job posting may indicate requirements in addition to those on the applicable qualification standard (only typing and/or driving requirements or special requirements may be added -- see 527.121). Qualification standards are available for most bargaining-unit positions and are published in Handbook EL-303, *Qualification Standards -- Bargaining-Unit Positions*. When a qualification standard is not available for a specific bargaining-unit position, refer to 527.122.

525 Special Requirements

525.1 Identification, Justification, and Documentation. Special requirements must be related to the job in question and must be justified to show that the particular requirement will enable applicants to perform critical job duties that they would otherwise not be able to do satisfactorily. Offices must ensure that sufficient documentation is available on these requirements to allow a clear determination of job relatedness. Special requirements must not establish an unreasonably high standard for the position. Personnel officials or persons handling personnel functions must keep all documents used in the development of special requirements for a period of 2 years from the date they were used for a selection. The documents may be kept in the vacancy file.

525.2 Examples

525.21 Appropriate Special Requirements. In general, write special requirements for bargaining-unit positions as knowledge, skill, or ability statements. If justifiable for a particular duty assignment, some examples of appropriate special requirements are:

- a. Knowledge of a language other than English.
- b. Knowledge of a particular computer programming language which cannot readily be acquired after selection.

- c. Ability to make written or oral presentations.

525.22 Inappropriate Special Requirements. Educational attainments (e.g., bachelor's degree) or *length of experience* (e.g., 6 months' experience) are not appropriate as special requirements; do not add them locally. If education or experience requirements are listed on a qualification standard, do not modify them. Some other examples of inappropriate special requirements are:

- a. A requirement which could readily be met by a brief initial period of orientation and familiarization in the assignment.
- b. A requirement which unduly restricts the number of eligible candidates or favors a particular candidate.
- c. A requirement not essential to performance in the immediate position (such as one based on a possible future assignment), except in the case of a trainee position when ability and potential to advance to higher grades in the occupation are required.

526 Posting

526.1 General. All vacant craft duty assignments that are not to be reverted must be first posted within the craft for filling in accordance with the applicable collective-bargaining agreement. Bidders must meet all requirements prior to being placed into the position. When posting does not result in successful bidders or applicants, as appropriate, the assignment may be filled by assignment, change of full time, reassignment, promotion, reinstatement, transfer from another federal agency, or appointment.

526.2 Entry Positions in PS-5 and Below. Entry level promotional opportunities to residual vacancies remaining after exhausting the bidding procedures outlined in 526.1 need not be posted; however, procedures must be developed locally to inform lower-level employees about promotional opportunities and to arrange for appropriate inservice administration of examinations for employees who have not already qualified. Management's efforts must be directed toward encouraging employees to apply and toward extending every opportunity for promotion to employees who are eligible, qualified, and available before recruiting from outside sources.

526.3 Senior Qualified PS Positions. Senior qualified positions must be posted for promotional opportunities in accordance with the provisions of the appropriate collective-bargaining agreement.

526.4 Best Qualified PS Positions. Best qualified positions must be posted for promotional opportunity in accordance with the provisions of the appropriate collective-bargaining agreement. This section does not cover those positions controlled by 526.3. The posting must:

- a. Identify the position by title, number and grade level, and state the duties involved.
- b. Include location and tour of duty and scheduled workweek.
- c. Identify any existing requirements. (If a qualification standard is published in Handbook EL-303, it must be used.)
- d. State where to send applications, the date by which applications must be submitted, and where additional information can be obtained.
- e. Specify that all applications must be in writing.
- f. Specify that selection will be made from among the best qualified applicants who are eligible and available.
- g. Designate craft, in accordance with provisions of applicable collective-bargaining agreement.
- h. Include a statement on equal opportunity.
- i. Include a statement on prohibition of political recommendations.

527 Selection Procedures

527.1 General

527.11 Goal. The goal of bargaining-unit selection procedures, whether for entry or inservice positions, is to ensure that qualified people are selected to fill the positions. Eligibles selected, promoted, or reassigned at any level must meet all of the requirements of the position as stated on the qualification standard, vacancy announcement, or job posting.

527.12 Requirements

527.121 Qualification Standards. Qualification standards are available for the majority of bargaining-unit positions and are published in

Handbook EL-303. The qualification standards indicate the requirements which all applicants or bidders must meet to be considered eligible for placement in the position. (See 527.17 regarding placement.) The qualification standards in Handbook EL-303 are applicable when filling both entry and inservice positions. Additional requirements for positions may be established in only two ways: (1) through the local option to require typing and/or driving (see Handbook EL-303, 142), or (2) through applying special requirements under 525 in this subchapter. These additional requirements must be specified on the job posting or vacancy announcement. (See also Handbook EL-303, section 150, for further instructions on using the qualification standards.)

527.122 No Qualification Standard. Some bargaining-unit positions do not have qualification standards. For these positions, requirements must be developed locally. These are then included in the vacancy announcement or job posting to indicate the requirements which all applicants or bidders must meet. Personnel officials or persons handling personnel functions must keep appropriate documentation used to develop requirements for a period of 2 years from the date used for selection. The documentation may be kept in the vacancy file.

527.13 When to Evaluate Qualifications. Human Resources officials always have the obligation to ensure that successful bidders have demonstrated that they meet all of the requirements of the position. However, as indicated below, depending on the bidder's previous positions and the position currently bid, Human Resources officials may make certain assumptions regarding the qualifications of bidders. Whether the position is a *typical* or *nontypical* entry position (as used below) is the decision of the Human Resources officials.

a. Typical Entry Positions. When a bid is to a *typical* entry position (e.g., Distribution Clerk, Machine), the senior bidder is normally expected to possess the qualifications which meet the *General Proficiency Requirements* as given on the qualification standard for these positions. In these cases, offices must not subject senior bidders to unreasonable requests for demonstrating qualifications. However, this assumption of qualifications does not apply to other requirements which may be given on the job posting (i.e., typing requirements, driving requirements, special re-

quirements, scheme requirements) or on the qualification standard (such as *Special Proficiency Requirements*, *Examination Requirements*, *Experience Requirements*, or *Additional Provisions*). Responsible officials must ensure that all other requirements are met and that the assumption of qualifications on the *General Proficiency Requirements* is a reasonable assumption.

b. Nontypical Entry Positions. Many positions which are filled through bidding procedures (e.g., Air Records Processor, Accountable Paper Supply Clerk, Mailing Requirements Clerk) have qualification standards which differ in requirements from typical entry positions. In these cases, it may be necessary to request bidders to demonstrate their qualifications as indicated in 527.24. Responsible officials must ensure that successful bidders have demonstrated that they meet all of the requirements of the position.

c. Bidding for a Change in Schedule. If a person is bidding a position of the same title and level in order to obtain a change in the work schedule, an evaluation of qualifications is limited only to typing or driving requirements and special requirements (if any) which may be different from those in the current position.

d. Bidding to Return to a Position Previously Held. If a person bids to return to a position previously held, offices must review appropriate records to determine if the requirements for the position are the same as when the person originally obtained the position. If any requirements have changed, the bidder must meet all new requirements (regardless of how long it has been since the person left the position). An eligible bidder may be disqualified on a current bid if the bidder was previously removed from the same or other position because of unsatisfactory performance specifically related to performing the tasks of the bid position under consideration. Similarly, a record of impending removal in a previous position may also be grounds for disqualification. In both cases, the amount of time passed between *bidding out* and *bidding back* and the bidder's record in the interim must be considered.

527.14 Timing and Sequences of Evaluation. There are timeframes and sequences appropriate to the evaluation process indicated elsewhere in this chapter and in the National Agreement. In these procedures, where it states that applicants and/or bidders must *meet the requirements* of the

position, not all requirements must necessarily be demonstrated at the same time. There may be some cases where a particular requirement is normally demonstrated, or permitted to be demonstrated, at another time. For example, for positions with training requirements, after a senior bidder has been found to meet all other requirements of the position, the bidder is placed into training and must then demonstrate satisfactory completion of the training. Also, applicants and bidders may be awarded a position pending the obtaining of a government driver's license. Evaluators, review committees, and selecting officials must take these sequences into account when evaluating qualifications or requesting that applicants and bidders demonstrate their qualifications.

527.15 Evaluating Qualifications. When evaluating qualifications in accordance with 527.13 and 527.2, applicants and bidders have the obligation to demonstrate that their qualifications meet the requirements. (Note: A bidder has no such obligation until after the close of the job posting; see 527.23.) If an applicant or bidder does not meet all of the requirements of the position, including an examination, the person is not qualified and, therefore, not eligible for further consideration. (See 511.42 for an explanation of *meeting the requirements* and 527.14 regarding when requirements must be met.) For promotions to positions filled through best qualified procedures, the highest examination score must not be the sole consideration in the selection.

527.16 Pertinent Information. In evaluating qualifications, evaluators must consider available pertinent information which tends to show that the employee does or does not possess the qualifications. Pertinent information may include, but is not limited to, any of the following:

- a. Interviews.
- b. Supervisory appraisals.
- c. The written application specifying experience, education, and training (accuracy of these should be checked).
- d. Certificates of course completion or transcripts (accompanied by the school catalog specifying course content when requested).
- e. Examination results.

f. Personnel records.

Note: Interviews for best qualified positions must be used as indicated in 527.35. For senior qualified positions, interviews must be used as indicated in 527.253.

527.17 Placement

527.171 Senior Qualified Procedures. When an employee is placed into a position filled through senior qualified procedures, such placement must be based on the following:

- a. The employee's eligibility to bid.
- b. The employee's seniority.
- c. The senior bidder's qualifications in relationship to the requirements.
- d. The employee's successful completion of training, if any.

527.172 Best Qualified Procedures. When an employee is placed into a position filled through best qualified procedures, such placement must be based on:

- a. The employee's eligibility to apply.
- b. The best qualifications among those who have met the requirements.
- c. The employee's successful completion of training, if any.

527.2 Senior Qualified Positions

527.21 General. Qualifications determine whether the career employee who is senior and eligible to bid is designated the senior qualified bidder. Senior qualified bidders, having met the requirements of the position as given on the qualification standard or job posting (see 527.14), are either placed in the position or into training for the position in accordance with the applicable collective bargaining-unit agreement. Human Resources officials are responsible for ensuring that qualifications are evaluated for bids to all senior qualified positions.

527.22 Documentation. In many cases there will be no formal documentation for the evaluation of qualifications. Where documentation is required (see 527.252 and 527.261), the evaluator must complete Form 1796-A, *Qualifications Rating Sheet for Senior Qualified Positions*. (See Exhibit 527.22.)

527.23 Bidding and OPF Review. Prior to the close of the job posting, bidders for senior qualified positions are required to submit only Form 1717, *Bid for Preferred Assignment*, or other agreed-upon form consistent with collective bargaining-unit agreements. Upon close of the posting, offices must evaluate the senior bidder's qualifications through a review of the bidder's Official Personnel Folder (OPF) and other pertinent information (see 527.13). If there is information available in the OPF and/or other pertinent information to demonstrate that the senior bidder meets the requirements of the position (see 527.14), the senior bidder is qualified. Similarly, if there is information available to demonstrate that the senior bidder does not meet the requirements of the position, the senior bidder is not qualified. If there is insufficient information available to make this determination, bidders must be requested to address the requirements of the position in writing.

527.24 Addressing Requirements

527.241 General. If there is insufficient information in the senior bidder's OPF to determine qualifications or sufficient doubt about the senior bidder's qualifications, offices must use these procedures.

527.242 Procedures. When responsible officials have determined the need to use these procedures, the office must identify the five most senior bidders for the position. Personnel officials must ask each of these bidders to address the requirements for the position by indicating their qualifications in writing. (See Handbook EL-303, 134 and 152 for further instructions on addressing requirements.) (Note: If any of the five senior bidders are *currently qualified* in accordance with provisions of the National Agreement, such bidders must not be requested to address the requirements in writing. See also 527.13d.) Form 991, *Application for Promotion or Assignment*, may be used for the purpose of addressing requirements. A supervisory evaluation must not be requested. A copy of the qualification standard (and the B-element questions, if applicable) must be provided to these bidders for this purpose. If the position does not have a qualification standard, a copy of the posting indicating the requirements must be provided to the five senior bidders. Offices must allow bidders not less than 3 days to respond. If a test is required, and if the test is normally given after close of the posting, a

minimum of five most senior bidders are scheduled to take the test, unless currently qualified on that test. If there are fewer than five bidders for a position, these procedures apply to all those who bid.

527.243 Obligations of Bidders. Bidders must demonstrate that they meet the requirements of the position through their written statements (see 527.14). Bidders must address all of the requirements of the position as given on the qualification standard or on the posting (see 527.14). Bidders must return these written statements to the designated office by the deadline.

527.25 Evaluating Qualifications

527.251 Evaluator. An appropriate supervisor or manager from Human Resources (e.g., Supervisor, Employment and Placement) is responsible for the evaluation, although preliminary work may be done by an appropriate staff person. Exception: In associate offices, the postmaster or a designated manager is responsible for the evaluation. A functional area supervisor or manager may participate in the evaluation process.

527.252 Procedures. The evaluation must take place after all applicable test scores have been obtained. The evaluator considers first the senior bidder's qualifications in comparison to the requirements for the position. The evaluator may review the employee's OPF and other official USPS records containing pertinent information. If written statements have been obtained, the evaluator must consider these statements at this stage. Evaluators who wish to clarify specific information contained in written statements, or other documentation, may contact the bidder for an interview or an appropriate supervisor and/or manager to obtain clarification of, or additional information about, the specific items. If written statements have been obtained, evaluators must complete Form 1796-A on the senior bidder to document the evaluation.

Note: See *Selection*, 527.27. Form 1796-A is completed on the senior bidder first, and only the senior bidder. Only if the senior bidder is found to be not qualified will the next senior bidder be evaluated and Form 1796-A completed on that next senior bidder. If the senior bidder is qualified on the basis of the written statements, do not evaluate the qualifications of the other bidders.

527.253 Interviews. For senior qualified positions, interviews must be used only to supplement the written record with regard to establishing whether or not a bidder meets specific requirements. If an office chooses to interview for a senior qualified position, the use of the interviews must be consistent with procedures for filling senior qualified positions. Interviews for senior qualified positions must not be used to rank or selectively choose among bidders.

527.26 Use of Form 1796-A

527.261 Purpose. The purpose of Form 1796-A is to document the determination of whether or not the senior bidder's qualifications meet all of the requirements of the position (see 527.14). Evaluators are not required to complete this form if the senior bidder is determined to be qualified from the OPF review (527.23). However, if the five most senior bidders have been requested to address their qualifications in writing, the evaluator must complete Form 1796-A to document the evaluation of the senior bidder (see *Note*, 527.252). Specific instructions are contained on the form.

527.262 Column A, Identification of Requirements. In this column of the form, the evaluator lists all of the requirements for the position including examination requirements, the knowledge, skills, and abilities (which may be written in B-element format -- see 134 of Handbook EL-303) and any other requirements.

527.263 Column B, Demonstration. For senior qualified positions, the evaluator must decide only whether or not the senior bidder has demonstrated each requirement based on the information available.

Note: If the bidder failed a required examination, the bidder is not qualified. There is no need to complete this section for other requirements. Also, a bidder who does not have a required license (i.e., OF-346, *U.S. Government Motor Vehicle Operator's Identification Card*) at the time of the evaluation may still be considered further and awarded the position pending obtaining the government license for the appropriate type of vehicle.

527.264 Column C, Measurements Used. The evaluator must indicate briefly for each requirement how the determination was made. The purpose of this column is to provide enough

information to enable the evaluator to recall the facts which led to the decision. These statements need not include all facts considered. (This column need not be completed for examination requirements.)

527.265 Section 3, Finding. If the bidder demonstrated every requirement, the bidder is qualified. If the bidder did not demonstrate every requirement (i.e., the evaluator checked No in column B for one or more requirements), the bidder is not qualified. (See 527.14 regarding different sequences for meeting some requirements.)

527.27 Selection. After the evaluation has been completed, the senior bidder is selected if qualified. Only if the senior bidder is found *not qualified* will the evaluator consider the next senior bidder's qualifications. No comparison of qualifications among bidders for a position is permitted. Appropriate documentation, including Forms 1796-A (if completed), Forms 1717, the posting, and written statements (if obtained) must be maintained with employee bidding records (see Item #20 of the ELM appendix).

527.3 Best Qualified Positions

527.31 General. Qualifications determine the relative standing for selection of career employees who are eligible to apply for such positions based on the collective bargaining-unit agreements. Of those applicants who meet all of the requirements, the applicant who is found to be the best qualified on the basis of total qualifications will be selected. This determination is made on the basis of a comparison of total qualifications among applicants for the position.

527.32 Documentation. Form 1796-B, *Qualifications Rating Sheet for Best Qualified Positions*, is used as documentation for the initial determination of qualifications. (See Exhibit 527.32.) (It does not document the entire selection process.) The review committee or, in the absence of a review committee, the selecting official must complete one form for each applicant. More information on this form is covered in 527.36. Any notes made by individual review committee members to assist in evaluating applicants are considered the members' own property and not records of the USPS. Such notes may be discussed only among other committee members; they must not be circulated, nor are they to be included in the vacancy file.

527.33 Selecting Official. For filling best qualified positions, the selecting official is normally the supervisor or manager with the vacancy. Bargaining-unit employees serving as acting supervisors must not serve as selecting officials. The selecting official has a number of options with regard to the review committee and interviews. These options are explained in the following sections. If recommendations are made to the selecting official from a review committee, the selecting official may have access to all information used by the review committee, including completed Forms 1796-B. This does not include personal notes made by individual review committee members to assist in evaluating candidates.

527.34 Evaluating Qualifications

527.341 Procedures. Applicants are required to describe their qualifications in writing (see Handbook EL-303, 152.2). Form 991 may be used for this purpose. The installation head may set a policy on whether to obtain supervisory evaluations on Form 991. The policy should pertain equally to all best qualified positions in the installation. The qualifications of all applicants are compared to the requirements of the position as stated on the vacancy announcement. At a minimum, review committees and selecting officials must review the employees' written statements of qualifications. The employees' OPFs and other official USPS records may be reviewed. It is recommended that the selecting official review the OPF of the person to be selected before finalizing the selection. All information used in making decisions regarding applicants must be pertinent to the vacant position.

527.342 Obligations of Applicants. Applicants for best qualified positions must demonstrate that they meet or exceed the requirements of the position through their written statements. Applicants must address each of the requirements listed on the qualification standard or posting. If the posting indicates that there are desirable qualifications for the position, applicants should also address these in their written statements. Applicants must turn their written statements into the designated office by the posted deadline.

527.343 Use of Review Committee. The selecting official can choose whether or not to use a review committee. Normally, this decision ought to be based on the number of applicants and the time available to the selecting official to review the

applications. The selecting official may also choose to have the review committee make the determination of the best qualified applicant. In this case, the review committee does not make recommendations to the selecting official.

527.344 Review Committee Functions. The function of the review committee is to evaluate the applicants' qualifications. Review committees may also interview applicants (see 527.35). Normally, the review committee will make recommendations to the selecting official on the best qualified applicants. If the review committee wishes to clarify specific information contained in written statements, the committee may contact the applicant, or an appropriate manager or supervisor, to obtain clarification of the specific items.

527.345 Review Committee Structure. The installation head is responsible for designating review committee members. This responsibility may be delegated to the Human Resources function. All committee members must be nonbargaining employees. In large field offices, the review committee will normally consist of two nonbargaining employees from the functional area of the vacancy and one from outside the functional area. (Note: This may not be possible in small field offices or headquarters' facilities.) At least one of the committee members must be a minority or female. The Division Field Director, Human Resources (or corresponding person for the headquarters' facilities), may authorize exceptions to this rule in individual cases if the installation head is unable to locate a minority or female employee to serve on the committee. If the review committee is to make recommendations to the selecting official, this official must not be a member of the review committee. However, if the selecting official has chosen to have the review committee determine the best qualified applicant, the selecting official may also choose to be a member of the committee. In this case, the installation head, or Human Resources designee, is still responsible for designating the other two members of the committee. The review committee must elect a chairperson who is responsible for completing Forms 1796-B and performing any other necessary administrative duties.

527.346 Review Committee Procedures. Review committee procedures follow the principles of independent work followed by consensus decision-making. Specific steps are as follows:

a. Each committee member should independently determine if the applicants have demonstrated each requirement.

b. Members should discuss their decisions and arrive at a consensus for each requirement for each applicant.

c. The committee chairperson must complete Form 1796-B through column B based on this consensus for each applicant. Applicants found not qualified at this stage are removed from further consideration for this vacancy. For those applicants who are not qualified, the chairperson completes column D and section 5, and obtains signatures for section 6 of Form 1796-B.

d. For those applicants who are qualified, review committee members should then independently determine the level of demonstration of each requirement by each applicant.

e. Members should discuss their decisions and, again, arrive at a consensus on the level of demonstration of each requirement by each applicant.

f. The chairperson completes, and all members sign, Form 1796-B on each applicant.

g. If the review committee conducts interviews, it will select applicants based on the highest point totals on Form 1796-B. (There is no set minimum or maximum number to interview.) Applicants who are tied in point totals must be treated the same; either they are all interviewed or none of them are. Note: Applicants found not qualified must not be interviewed.

h. If the review committee makes recommendations to the selecting official, but does not interview, approximately three to five applicants (there is no set minimum or maximum number) will be recommended based on the highest point totals on Form 1796-B. Applicants who are tied in point totals must be treated the same; either they are all recommended or none of them are. The review committee must prepare a signed memorandum to the selecting official indicating, in alphabetical order, the names of the recommended applicants.

i. If the review committee interviews and makes recommendations to the selecting official, approximately three to five applicants (there is no set minimum or maximum number) will be recommended. There is no formal method for incorporating the results of the interview (see 527.35). The review committee must recommend only

those applicants who best meet the requirements of the position based on the point totals from Form 1796-B, the interview, and any other pertinent information reviewed during the evaluation. The review committee must prepare a signed memorandum to the selecting official indicating, in alphabetical order, the names of the recommended applicants.

j. If the selecting official wishes the review committee to determine who is the best qualified applicant, then there are no recommendations to the selecting official. In this case, the review committee must interview. The review committee determines who is the best qualified applicant based on the point totals from Form 1796-B, the interview, any other pertinent information reviewed during the evaluation, and consideration of desirable qualifications, if any. The review committee must prepare a signed memorandum to the Director of Human Resources (or corresponding person in headquarters' facilities) indicating the names of the best qualified applicant and two alternates (in rank order).

527.35 Interviews. The purpose of the interview is to provide a further basis for comparing the qualifications of applicants. Either the selecting official or the review committee must conduct interviews; but both *may* conduct interviews. Whoever conducts interviews must do so after Form 1796-B has been completed. No documentation is required. The review committee must reach consensus on how the outcome of the interview will be combined with the point totals from Form 1796-B and with other pertinent information reviewed to reach final recommendations or final determination of the best qualified applicant.

Note: Postal Data Center officials are reminded that the collective bargaining-unit agreement for the data centers contains language concerning the use of interviews.

527.36 Use of Form 1796-B

527.361 General. Form 1796-B serves two purposes: first, to document if the applicants demonstrated that they meet all of the requirements of the position; and second, for those who did, to document the level of their qualifications. Form 1796-B does not serve as documentation for the interview. See Exhibit 527.361, *Flow Chart of Best Qualified Selection Process*.

527.362 Column A, Identification of Requirements. In this column, the review committee or selecting official lists all of the requirements for the position. On the form, the requirements are divided into three areas:

- a. Examination requirements.
- b. Physical and driving requirements.
- c. Knowledge, skills, and abilities (some of which may be in B-element format), experience, and other requirements. *Note:* If desirable qualifications are listed on the qualification standard, do not list these as requirements. (See 527.37 for instructions related to desirable qualifications.)

527.363 Column B, Demonstration. In order to complete this column, the review committee determines whether or not the applicant has demonstrated each requirement. The materials used as a basis for evaluating all requirements are those found in the applicant's OPF or other official USPS records, including the description of the applicant's qualifications. If an applicant does not meet all of the requirements (i.e., if the evaluator checked No under Demonstrated for any requirement), the applicant is not qualified. In this case, it is not necessary to complete column C.

Note: If applicants fail a required examination, they are not qualified; therefore, it is not necessary to evaluate other requirements for them. Applicants who do not have a required license (i.e., OF-346) at the time of the evaluation may still be considered further and awarded the position pending obtaining the government license for the appropriate type of vehicle.

527.364 Column C, Points. Complete this column for those applicants only who meet all of the position requirements (as established by column B). In this column, the review committee or selecting official assigns points to indicate the level at which the applicant has demonstrated possession of the necessary qualifications. No points are assigned for driving or physical requirements.

527.365 Column D, Measurements Used. For each requirement, the review committee or selecting official must indicate briefly how the decision was

made. These statements need not include all facts considered.

527.366 Section 4, Score Calculation. Instructions on the form indicate how to determine the total points. The points in column C are totalled, then averaged, and multiplied by 20. The maximum points that can be earned from the evaluation is 100. The examination score (if any) is then added to this to obtain the grand total of points.

527.367 Section 5, Finding. This section summarizes the results of the evaluation of the applicant's qualifications.

527.37 Desirable Qualifications. If desirable qualifications are identified on the qualification standard, the selecting official, or review committee (if it makes the selection), will consider them in the final phase of the selection process following completion of Form 1796-B. Desirable qualifications may be addressed in the interview. If the review committee is making recommendations, it must not consider desirable qualifications when determining whom to recommend to the selecting official.

527.38 Selection. Selection for the position will be based on total qualifications considering the point totals on Forms 1796-B, the results of the interview, desirable qualifications (if any), and any other pertinent information reviewed during the evaluation. The personnel office must maintain in the vacancy file full documentation supporting the decision. This includes a copy of the posting, the qualification standard, applications, Forms 1796-B, a list of review committee members, and the name of the selecting official.

527.4 Selection Oversight The installation head is responsible for ensuring that committee members and selecting officials for best qualified positions, and evaluators for senior qualified positions, know their responsibilities and the principles of selection. It is recommended that large field offices place a Human Resources nonbargaining person on the review committee for best qualified positions to ensure that proper procedures and principles of selection are followed.



Qualifications Rating Sheet for Senior Qualified Positions

(Instructions on page 4)

Employee's Name			Present Position and Level		Bid Position and Level	
(A) Identification of Requirements As found on Qualification Standard and/or Job Posting / Vacancy Announcement			(B) Demon- stration Yes No		(C) Measurements Used To determine Demonstration (B)	
(1) Examination Requirements						
Test Number	Eligible	Ineligible	Yes	No		
(2) Knowledge, Skills, Abilities, and Other Requirements						

PS Form 1796-A, April 1980 (Page 1 of 4)

Exhibit 527.22, Form 1796-A, Qualifications Rating Sheet for Senior Qualified Positions (p.1)

[illegible]

Exhibit 527.22, Form 1796-A, Qualifications Rating Sheet for Senior Qualified Positions (p.2)

Employee's Name		Present Position and Level		Bid Position and Level	
(A) Identification of Requirements <i>As found on Qualification Standard and/or Job Posting / Vacancy Announcement</i>		(B) Demon- stration Yes No	(C) Measurements Used <i>To determine Demonstration (B)</i>		
(2) Knowledge, Skills, Abilities, and Other Requirements					
(3) Finding (Check one)		(4) Evaluator			
<input type="checkbox"/> BIDDER IS QUALIFIED <input type="checkbox"/> BIDDER IS NOT QUALIFIED		Name (Printed or Typed)			
		Title			
		Signature		Date	

P8 Form 1795-A, April 1980 (Page 3 of 4)

Exhibit 527.22, Form 1796-A, Qualifications Rating Sheet for Senior Qualified Positions (p.3)

INSTRUCTIONS

COLUMN A — Identification of Requirements

Requirements for positions are found on a qualification standard (see EL-303, *Qualification Standards—Bargaining Unit Positions*), and/or on a job posting or vacancy announcement.

1. If the position has examination requirements, enter the test number in Section 1. Note whether the bidder's examination score is rated as eligible or ineligible and check the appropriate part headed "Eligible" or "Ineligible."

a. If the bidder's score is rated as eligible, also place a checkmark in the "Yes" part of Column B ("Demonstration").

b. If the bidder's score is rated as ineligible, also place a checkmark in the "No" part of Column B ("Demonstration"). Proceed to Section 3 ("Finding") on page 3 and check the box "Bidder is not qualified." Then complete the form by filling out Section 4 ("Evaluator").

2. Enter in Section 2 the requirements from the qualification standard (knowledge, skills, abilities, and other requirements, including experience and physical requirements if applicable). If the position does not have a qualification standard, enter the requirements as given on the job posting or vacancy announcement.
Note: See Handbook EL-303, 143, regarding physical examinations for inservice employees.

3. Review the job posting or vacancy announcement to see whether any typing, driving, or special requirements were added as local options. If so, those requirements must be entered in the appropriate section. (Typing requirements go in Section 1; driving and special requirements, Section 2.)

COLUMN B — Demonstration ("Yes" or "No")

1. Review all pertinent information available regarding the bidder. (See both Handbook EL-303, 152, and Handbook EL-311, *Personnel Operations*, 527.16 and 527.25.)

2. For the requirements listed in Section 2 of Column A, determine whether the bidder has demonstrated that he or she meets each requirement. Meeting a requirement may be demonstrated by any combination of training, education, and experience. The following definitions apply:

Demonstration ("Yes")

There is pertinent information available to indicate that the bidder meets the requirement.

Demonstration ("No")

There is no pertinent information available to indicate that the bidder meets the requirement, OR there is pertinent information to indicate that the bidder does not meet the requirement.

3. Place a checkmark in the appropriate part of Column B for each requirement.

COLUMN C — Measurements Used

1. Cite the specific evidence used to determine the bidder's demonstration of each requirement in Column B. Generally, the evaluator would use one or more of the following to support a rating (the numbers and letters may be used in Column C rather than writing out the words):

1. Work experience (including volunteer work)
 - (a) Direct line of work
 - (b) Related line of work
2. Education and training
 - (a) Academic courses
 - (b) Vocational or technical courses
 - (c) USPS training
 - (d) PEDC courses
3. Other evidence
Specify, e.g., awards, letters of commendation, medical examinations, disciplinary actions, etc.

SECTION 3 — Finding

1. If the bidder has demonstrated every requirement, check the box "Bidder is qualified."
2. If the bidder has not demonstrated any one or more of the requirements (including an examination), check the box "Bidder is not qualified."

SECTION 4 — Evaluator

After the rating has been completed, the evaluator must print or type his or her name and title before signing and dating the form.



Qualifications Rating Sheet for Best Qualified Positions

(Instructions on page 4)

Applicant's Name			Present Position and Level		Position Applied for and Level	
(A) Identification of Requirements As found on Qualification Standard and/or Job Posting / Vacancy Announcement			(B) Demon- stration Yes No		(C) Points 1, 2, 3, 4, or 5	(D) Measurements Used To determine Demonstration (B) and Points (C)
(1) Examination Requirements						
Test Number	Eligible	Ineligible	Yes	No		
(2) Physical and Driving Requirements						
(3) Knowledge, Skills, Abilities, Experience, & Other Requirements						

FD Form 1796-B, April 1990 (Page 1 of 4)

Exhibit 527.32, Form 1796-B, Qualifications Rating Sheet for Best Qualified Positions (p.1)

[illegible]

Exhibit 527.32, Form 1796-B, Qualifications Rating Sheet for Best Qualified Positions (p.2)

[illegible]

Exhibit 527.32, Form 1796-B, Qualifications Rating Sheet for Best Qualified Positions (p.3)

45

INSTRUCTIONS

COLUMN A — Identification of Requirements
Requirements for the position are based on a qualification standard (see Handbook EL-303, *Classification Standards—Bargaining Unit Positions*), and/or on a job posting or vacancy announcement.

1. If the position has examination requirements, enter the test number in Section 1. Note whether the applicant's examination score is noted as eligible or ineligible.
 - a. If the applicant's score is noted as eligible, place a checkmark in the "Yes" part of Column B ("Demonstration").
 - b. If the applicant's score is noted as ineligible, place a checkmark in the "No" part of Column B ("Demonstration"). Proceed to Section 5 ("Finding") on page 3 and check the box "Applicant is not qualified." Then complete the form by filling out Section 6 ("Review Committee Members").

2. If the position has physical and driving requirements, enter those requirements in Section 2. (See Handbook EL-303, 143, regarding physical examinations for inservice applicants.)

3. Enter in Section 3 the knowledge, skills, abilities, experience, and other requirements as given on the qualification standard. If the position does not have a qualification standard, enter the requirements as given on the job posting or vacancy announcement.

4. Review the job posting or vacancy announcement to see whether any typing, driving, or special requirements were added as local options. If so, those requirements must be entered in the appropriate section. (Typing requirement goes in Section 1; driving requirement, Section 2; and special requirements, Section 3.)

COLUMN B — Demonstration ("Yes" or "No")

1. Review all pertinent information available regarding the applicant. (See Handbook EL-311, *Personnel Operations*, 527.16.)

2. For the requirements listed in Sections 2 and 3 of Column A, determine whether the applicant has demonstrated that he or she meets each requirement. Meeting a requirement may be demonstrated through any combination of training, education, and experience. The following definitions apply:

Demonstration ("Yes")

There is pertinent information available to indicate that the applicant meets the requirement.

Demonstration ("No")

There is no pertinent information available to indicate that the applicant meets the requirement; OR there is pertinent information to indicate that the applicant does not meet the requirement.

3. Place a checkmark in the appropriate part of Column B for each requirement.

4. If the applicant has demonstrated every requirement, proceed to Column C. If the applicant has not demonstrated any one or more of the requirements, the applicant is not qualified for this position. Complete Column D, then proceed to Sections 5 and 6 on page 3. (It is not necessary to complete Column C and Section 4 if the applicant is not qualified.)

Note: At the time of the evaluation, applicants who do not have the required government driver's license (CF-346, U.S. Government Alter Vehicle Operator's Identification Card) may still be considered further and awarded the position pending obtaining the government driver's license for the appropriate type of vehicle.

COLUMN C — Points

1. The applicant's demonstrations of the knowledge, skills, abilities, experience, and other requirements (Section 3) are each evaluated and rated on a point system of 1, 2, 3, 4, or 5, with 5 as the highest level. When an applicant's experience is evaluated, the quality of that experience is more important than the length of that experience.

PS Form 1796-B, April 1990 (Page 4 of 6)

Quality Includes: relevancy of the experience to the position to be filled, breadth of the experience, and demonstration of knowledge gained or projects completed.

Note: For Postal Data Center positions, the collective bargaining-unit agreement contains language concerning the evaluation of qualifications.

2. For positions that require examinations (Section 1), the applicant's score will be considered in Section 4. Physical and driving requirements (Section 2) are not evaluated and rated for points. The applicant either meets or does not meet these requirements. Therefore, no points are to be entered in Column C for Sections 1 and 2.

3. The following definitions apply to the points assigned to the knowledge, skills, abilities, experience, and other requirements:

- 1 point = The applicant's record demonstrates a possession of this requirement at a minimal level. People at this level would generally perform marginally with regard to this requirement.
- 2 points = The applicant's record demonstrates a possession of this requirement at an adequate level. People at this level would generally perform acceptably with regard to this requirement.
- 3 points = The applicant's record demonstrates a possession of this requirement at a proficient level. People at this level would generally perform well with regard to this requirement.
- 4 points = The applicant's record demonstrates a possession of this requirement at a high level. People at this level would generally perform very well with regard to this requirement.
- 5 points = The applicant's record demonstrates a possession of this requirement at an expert or superior level. People at this level would generally perform outstandingly with regard to this requirement.

COLUMN D — Measurements Used

1. Cite the specific evidence used to determine the applicant's demonstration of each requirement in Column B and the points assigned in Column C. Generally, the reviewers would use one or more of the following to support a rating:

1. Work experience (including volunteer work)
 - (a) Direct line of work
 - (b) Related line of work
2. Education and training
 - (a) Academic courses
 - (b) Vocational or technical courses
 - (c) USPS training
 - (d) PEDC courses
3. Other evidence

Specify, e.g., awards, letters of commendation, medical examinations, disciplinary actions, etc.

SECTION 4 — Score Calculation

Total the points earned in Column C. Divide that total by the number of requirements in Section 3 to determine the average number of points earned by the applicant. Multiply the resulting figure by 20 in order to arrive at a "percentage" score based on 100. Add the examination score (if any) for a grand total.

SECTION 5 — Finding

1. If the applicant has demonstrated every requirement, check the box "Applicant is qualified."

2. If the applicant has not demonstrated any one or more of the requirements (including an examination), check the box "Applicant is not qualified."

SECTION 6 — Review Committee Members

After the evaluation has been completed, each review committee member must print his or her name and title, then sign and write in the date. If there is no review committee, the selecting official prints his or her name and title before signing and dating the form.

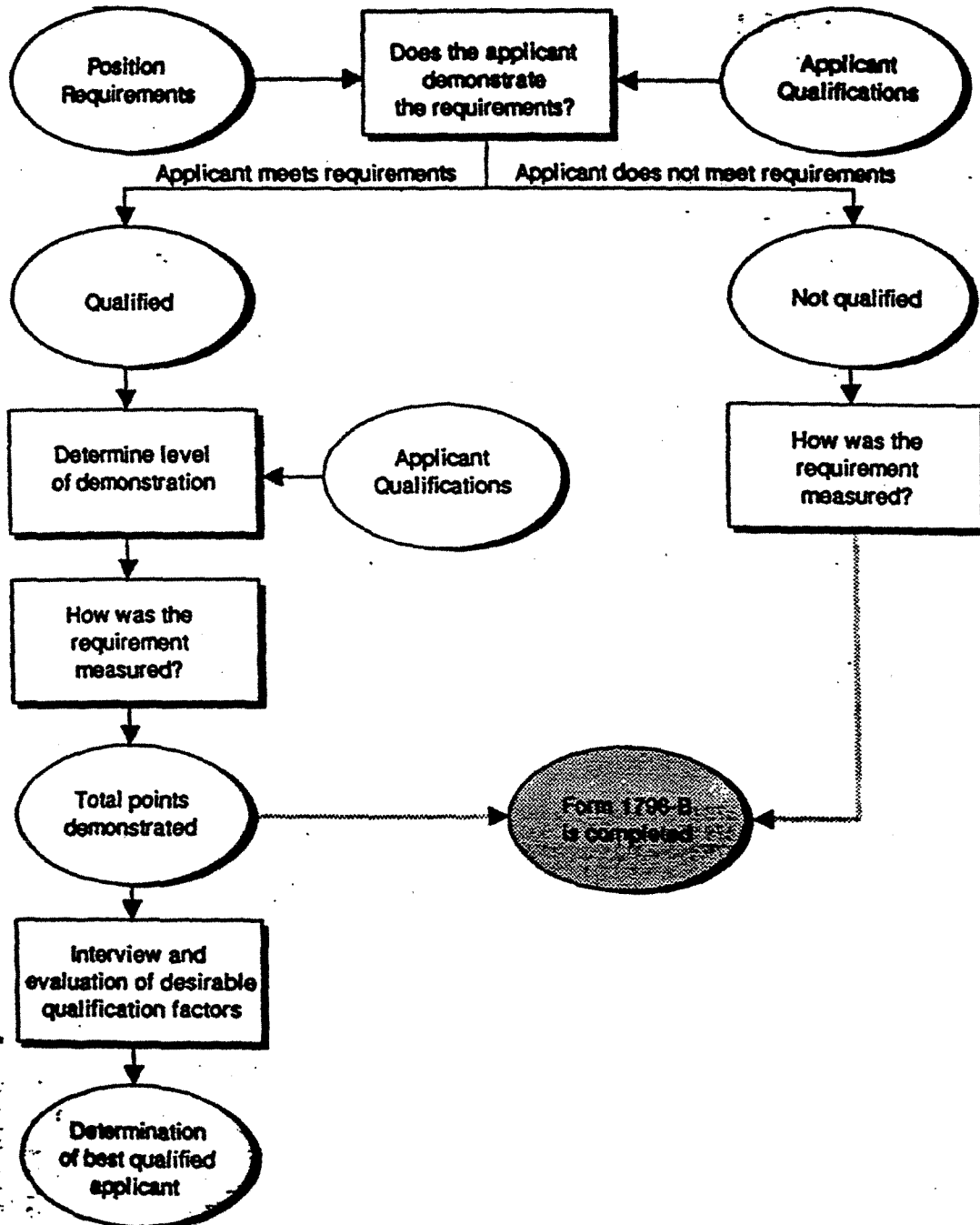


Exhibit 527.361, Flow Chart of Best Qualified Selection Process



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Initiate National Dispute

September 24, 2001

Mr. Anthony J. Vegliante
Vice President, Labor Relations
U.S. Postal Service, Room 9100
475 L'Enfant Plaza
Washington, D.C. 20260

Re: APWU No. HQT20017, Cert No.

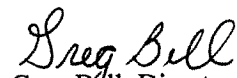
Dear Mr. Vegliante:

In accordance with the provisions of Article 15, Section 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows. The USPS notified the Union by letter dated 9/20/01 they were waiving the 710 and 916 exams for impacted employees. The Union does not agree to this unilateral action. Article 12 does not provide unilateral waiving of qualifications in order to make an employee qualified to be excessed. If the USPS is going to waive unilaterally for the purposes of Article 12 (excessing) the 710 and 916 exams, the APWU's position is the 710 and 916 exams should be waived for all APWU crafts and levels for all purposes.

Please contact Bobby Donelson, case officer, to discuss this dispute at a mutually scheduled time.

Sincerely,


Greg Bell, Director
Industrial Relations

APWU #: HQT20017
Dispute Date: 9/24/01

Case Officer: Bobby Donelson/Jim McCarthy
Contract Article(s): ;



Certified Mail Number
7099 3400 0009 5110 9302

September 20, 2001

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128



Dear Moe:

This letter is to notify you that the Postal Service has decided to temporarily suspend certain selection criteria for employees who are subject to reassignment in accordance with Article 12 and the April 2, 2001 Clerk Craft Reassignment Memorandum of Understanding (MOU). This issue has been the subject of discussions with APWU clerk division officers.

Specifically, the examination requirements involving the newly issued Test 916 for Custodial Maintenance and Test 710, Clerical Abilities, for Data Conversion Operator will be temporarily suspended as indicated below. The suspension of these examinations will be in effect until September 1, 2002.

Test 916 (Custodial Maintenance)

Employees who are impacted and reassigned in accordance with Article 12 and/or moving voluntarily to assignments in accordance with the Clerk Craft Reassignment (MOU) do not have to take the newly issued Test 916. As always, any employee who is being reassigned to a position or duty assignment must meet any additional requirements for the position to which they are being reassigned, including satisfactory completion of any prescribed training.

Test 710 (Clerical Abilities)

Employees being reassigned to the position of Data Conversion Operator, level PS-04, will not be required to demonstrate successful completion of Test 710. However, employees will be required to qualify on Test 714, typing at the high standard, and must successfully fulfill the training requirements of the position.

This action is taken and applies only to those employees being reassigned in accordance with Article 12 and/or moving voluntarily to assignments in accordance with the Clerk Craft Reassignment MOU and only for the time period referenced above.

If you have any questions, please do not hesitate to contact me at (202) 268-3811.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Sgro", with a stylized flourish at the end.

Peter A. Sgro
Manager
Contract Administration

cc: Cliff Guffey, Director, Clerk Craft

August 10, 2001

MANAGERS, HUMAN RESOURCES (DISTRICTS)

SUBJECT: New Custodial Examination

As advised in March, the new custodial examination 916 will be activated on September 1. Offices will have a six-month window to transition and establish new custodial registers. The new exam 916 is the result of a three-year job analysis, test development, and validation effort. It has been found to be a powerful predictor of success in custodial maintenance positions that require, among other things, the ability to read product label instructions and warnings, equipment operating instructions, building services training materials, material safety data sheets, and cleaning route sheets.

Please distribute the attached guidance package to necessary personnel to implement the new examination. Announcing and examining material for this new examination will be available from the National Test Administration Center after August 24.

This package is available on the Intranet (Selection, Evaluation, and Recognition's home page). If you have any questions regarding these instructions, please contact Michael B. Phillips via cc:Mail.

Susan M. LaChance
Manager
Selection, Evaluation, and Recognition

cc: Steve Leavey
John Mahoney
Tom Valenti
Managers, Human Resources (Areas)

Information can be found on
web.

blue/haisp/ser/documents/
916prod.doc

under: ser, what's new

American Postal Workers Union, AFL-CIO

Memorandum

1300 L Street, NW
Washington, DC 20005

Telephone
(202) 842-4246

From the Office of WILLIAM BURRUS
Executive Vice President

April 6, 2001

TO:

SUBJECT:

Jim Lingberg

**Custodial Maintenance test 911
(Notification No.N19T200111)**

Please find attached a copy of a letter dated 4/3/01 from Thomas J. Valenti, regarding the above reference matter. The following is a description of the issues involved in this notification:

Further regard to previous correspondence concerning the pilot testing of revisions to the Custodial Maintenance test 911. The revised examination will be called Test 916.

You are designated as the APWU contact person in this matter. Contact the USPS representative as soon as possible for discussion, if appropriate. Please provide notification of your review to me by 5/8/01, providing a copy to President Biller. Your secretary should update the Notification Tracking Module in Step 4 CAS as necessary.

Attachment

WB:ha

opeiu #2/afl-cio

LABOR RELATIONS



Certified Mail Number
7099 3400 0009 5111 4917

April 3, 2001

Mr. Moe Biller
President
American Postal Workers Union,
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128



Dear Moe:

This letter is in further regard to previous correspondence concerning the pilot testing of revisions to the Custodial Maintenance test 911. Upon completion, the revised examination will be called "Test 916."

Enclosed is a copy of correspondence advising the field of the proposed change to allow them to appropriately plan. The final decision to initiate a change to the examination requirements will be made after the current study is completed in May.

Should there be any questions regarding the foregoing, please contact Thomas J. Valenti at (202) 268-3831.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter A. Sgro".

Peter A. Sgro
Manager
Contract Administration

Enclosure



March 23, 2001

MANAGERS, HUMAN RESOURCES (AREAS)

SUBJECT: New Custodial Maintenance Exam—Test 916

This is to advise you that Selection, Evaluation, and Recognition, in conjunction with Maintenance Policies and Programs, has developed a new examination (Test 916) for use with custodial maintenance positions currently covered by Test 911. The new exam has been designed to enhance the selection quality of our future custodial employees who play a critical role in maintaining a clean, safe, and healthy work environment. While the current Test 911 assesses an applicant's ability to follow oral directions, the new exam contains additional content areas, such as reading, general cleaning, and basic safety.

We anticipate a September 2001 activation. To assist you with your budget and planning activities for the new Test 916, the following information is provided. Please note that offices will have a six-month window (from the new test activation date) to transition and open/establish new custodial registers.

Important Points for Your Consideration

- New custodial registers will need to be established no later than March 31, 2002. As new Test 916 results load in the Hiring & Testing system, the existing custodial registers will be deactivated.
- All applicants on the old Test 911 registers will be required to take the new Test 916 to receive future employment consideration. There will be no "grandfather" provisions.
- Offices should review their current custodial testing plans, including delayed/reopened test schedules, and where possible, defer testing (i.e., applicants tested now will have a short period of eligibility, hold delayed/reopened testing until September 2001 for applications received after March 31, 2001).
- There will be no substitution for Test 916. This is a change to the current policy that allows Test 470 to be used to substitute for Test 911.
- It is anticipated that Test 916 and other related exam materials will be available at the National Testing Administration Center (NTAC) in August 2001. The new test takes approximately one hour to administer.

We will forward more detailed information and specific implementation instructions prior to the Test 916 deployment. We look forward to working with you as this new examination is released and the benefits it will bring to the organization. Should you have any questions, please contact Ms. Beth Campbell at (202) 268-3973.

for 
Susan M. LaChance

Manager
Selection, Evaluation, and Recognition

cc: G. Bohan, S. Leavey, P. Sgro, J. Smith, T. Valenti, District HR Managers



EMPLOYEE RELATIONS DEPARTMENT

RECEIVED

MAR 30 1994

September 25, 1992

JAMES W. LINGBERG
MAINTENANCE DIVISION

MEMORANDUM FOR REGIONAL DIRECTORS, HUMAN RESOURCES
FIELD DIRECTORS, HUMAN RESOURCES

SUBJECT: Inservice Test Requirements Substitution

The expeditious placement of employees who are subject to either voluntary or involuntary reassignment continues to be an important priority. This memorandum establishes substitution provisions for Test 911 used for custodial maintenance positions.

Effective immediately and until further notice, employees who have successfully completed one year of service will be deemed, for the purposes of reassignment, to have satisfied the Test 911 examination requirement if they have successfully completed any one of the following: Test 400, Test 440, or Test 450. Please note that the policy does not allow the reverse, that is, Test 911 cannot be substituted for any of the other exams.

As is usually the case, employees must meet any additional requirements listed on the qualification standards for the positions to which they are being assigned.

William J. Henderson
Vice President
Employee Relations

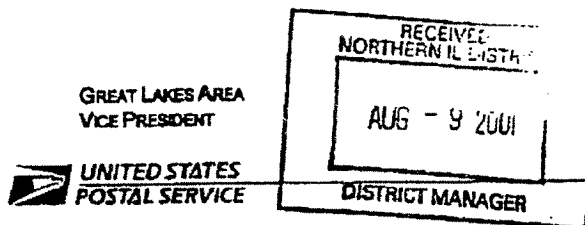
cc: Mr. Mahon

RECEIVED

MAR 30 1994

JAMES W. LINGBERG
MAINTENANCE DIVISION





August 2, 2001

GEORGE KIKUCHI
MARK TOVEY

*cc: Pooms
- R. Jackson
C. Dallin*

	APPROV	COORD	INFO
1	X	X	X
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			
70			
71			
72			
73			
74			
75			
76			
77			
78			
79			
80			
81			
82			
83			
84			
85			
86			
87			
88			
89			
90			
91			
92			
93			
94			
95			
96			
97			
98			
99			
100			

890

Subject: Revised Withholding for Northern Illinois District

The withholding for Northern Illinois District authorized on June 23, 2000, is amended to include withholding Custodial Positions Level 3. and below.

Notify Phyllis Lingenfelter, Labor Relations Specialist, at the Area office, on an accounting period basis, as to the actual positions withheld pursuant to this authorization.

Danny Jackson

cc: Peter Allen
District Managers, Human Resources
Robert Jackson
Leo Persails

10

NORTHERN ILLINOIS DISTRICT
CUSTOMER SERVICE AND SALES



August 14, 2001

DISTRICT MANAGER
NORTHERN ILLINOIS DISTRICT

PLANT MANAGERS
CAROL STREAM P&DC
PALATINE P&DC
ROCKFORD P&DC
CHICAGO METRO SURFACE HUB

ALL POSTMASTERS
NORTHERN ILLINOIS DISTRICT AREA (600-601)

SUBJECT: Full-time Withholding Action - Effective Immediately

The withholding for Northern Illinois District, authorized on June 23, 2000, is amended to include withholding of Custodial Positions, Level 3 and below. While withholding is in effect, no conversions from part-time to full-time regular or accessions (new hires) to full-time positions can be made. It is required that all Installation Heads report all full-time clerk and mail handler vacancies, level 5 and below, and Custodial positions, level 3 and below, to your local union president and to Cathy Kulig, Human Resources Specialist, as soon as they occur.

If you have any questions regarding withholding, please reference Article 12 of the National Agreement or call Labor Relations at (630) 260-5160.

You must give a copy of this correspondence to your local APWU and NMPMH union officials.

A handwritten signature in black ink, appearing to read "William E. Simmons", written over a horizontal line.

William E. Simmons
Manager, Human Resources

CD:cd-9401
Attachment(s)



UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

RECEIVED

JAN 19 1993

January 15, 1993

JAMES W. LINGBERG
MAINTENANCE DIVISION

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 response to your December 9 correspondence requesting the Postal Service's position regarding what constitutes a residual vacancy for excessed employees.

Vacant duty assignments are filled by senior employees on the appropriate Preferred Assignment Registers (PARs) by occupational group and level. The residual vacancy from this process is the position held for excessed employees.

If there are any questions regarding the foregoing, you may contact Thomas J. Valenti of my staff at 268-3831.

Sincerely,

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



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Moe Biller, President
(202) 842-4246

March 18, 1993

Ms. Sherry Cagnoli
Assistant PMG
Labor Relations
U. S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260

Dear Ms. Cagnoli:

In a recent letter from Bill Downes of your staff the Postal Service takes the position that "The residual vacancy from this process (PAR) is the position held for excess employees."

It is the position of the APWU that only jobs remaining at the conclusion of the PAR and PER process may be held for excess employees. It is clear that a difference exists between the parties.

Therefore, in accordance with Article 15 of the 1990-1994 Collective Bargaining Agreement we are initiating a grievance at Step 4. The precise issue to be decided is whether Article 38.5.B.5 requires completion of the entire process (PAR and PER) once the initial notice of intent is posted.

Please contact Mr. Jim Lingberg of my staff at (202) 842-4213 as soon as possible to arrange a meeting.

Sincerely,

Moe Biller
President

MB:JWL:wj
opeiu #2
afl-cio

cc: Lingberg
Neill

National Executive Board

Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Robert L. Tunstall
Director, Clerk Division

James W. Lingberg
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeithen
Director, SDM Division

Regional Coordinators

James P. Williams
Central Region

Philip C. Flemming, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

December 9, 1992

Maintenance Division
James W. Lingberg
Director

Edgar Williams
Assistant Director "A"

Randy Sutton
Assistant Director "B"

Malcolm T. Smith
National Rep.-At-Large

Mr. Bill Downes
Manager Contract Administration
U. S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260

Dear Mr. Downes:


As you are aware, there have been a number of meetings taking place at the regional level concerning placement of employees due to the closing of the MOTSC's. Jobs throughout the regions have been withheld pending placement of these excessed MOTSC employees.

Regional postal managers are taking the position that, residual vacancies are to be withheld by occupational group and level and that they are not required to complete the entire process as spelled out in Article 38.5.B.5.

It is the American Postal Workers Union's position that, the only residual that can be withheld per Article 12 is the residual that results after completion of the Article 38.5.B.5 process including both registers (PAR and PER).

Please advise me immediately of the Postal Service's position on this matter.

Sincerely,


James W. Lingberg
Director
Maintenance Division

National Executive Board
Mike Blier
President

William Burns
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Robert L. Tunstall
Director, Clerk Division

James W. Lingberg
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeehen
Director, SDM Division

Regional Coordinators
James P. Williams
Central Region

Philip C. Fleming, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Anne Salisbury
Southern Region

Raydel R. Moore
Western Region

JWL:wj
opeiu #2
afl-cio

bcc: Valenti
Frick
Sutton

RECEIVED

MAR 21 1986



Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

MAR 20 1986

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
Stamford, CT 06904
H4T-1J-C 7935

Dear Mr. Wevodau:

On February 19, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether maintenance craft employees are being properly utilized on maintenance routes.

During our discussion, we mutually agreed to settle this case based on our having no dispute relative to the meaning and intent of Handbook MS-47, Section 340 C. It is also our understanding that as stated at Step 3, in the Stamford facility, employees are not required to deviate from said routes on a repetitive, recurring basis.

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

Time limits were extended by mutual consent.

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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



RECEIVED

MAR 22 1985

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

Richard I. Wevodau
DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

MAR 21 1985

Re: Class Action
Mid-MO GMF, MO 65299
H1T-4K-C 21571

Dear Mr. Wevodau:

On March 13, 1985, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance involved whether adequate custodial coverage was provided at the Mid Missouri GMF from July 18-22/1983.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We agreed that the issue requires application of the provisions of Section 2 of Handbook MS-47 to the fact circumstances rather than an interpretation.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.

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

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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

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 "Sam Pulcrano".

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



UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

January 9, 1997

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

Re: Class Action
J90T-4J-C 95062302
Bloomington IL 61701-9998

Dear Mr. Donelson

On November 19, 1996, we met to discuss the above captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this case involves whether the use of Form 4776, Preventative Maintenance (PM) Routes is required.

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

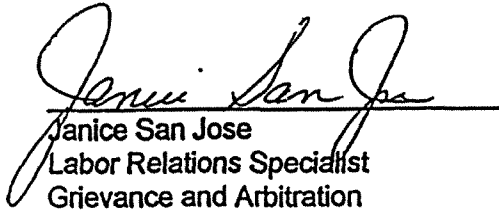
Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, or to be rescheduled for arbitration, as appropriate.


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

CLASS ACTION
J90T-4J-C 95062302
Bloomington IL 61701-9998

Time limits at Step 4 were extended by mutual consent.

Sincerely,


Janice San Jose
Labor Relations Specialist
Grievance and Arbitration


Bobby Donelson
National Representative-at-Large
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO

Date: 1-21-97

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.



Preventive-Custodial Maintenance Route

Mail Processing-Building Equipment/Component or System		Original Issuance Date		Date Last Revised		MMO No.		Estimated Time (Hours & Tenths)					
Building		Frequency										Tour	Basic Work Week
		T	D	W	BW	M	BM	Q	SA	A	BA		
Item No.	MPE-Building Equipment Identification		Time		Priority	Check List(s) Nos. Amount to be Serviced Including Work Units or Square Feet	Instructions						
	Numbers	Class	From	To									

PS Form 4776, November 1991

(See Reverse)

Exhibit 517.21 (p. 1)

Form 4776, Preventive-Custodial Maintenance Route

5 Workload Scheduling and Reporting

PS Form 4776, November 1991 (Reverse)

Exhibit 517.21 (p. 2)

Form 4776, *Preventive-Custodial Maintenance Route*

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.

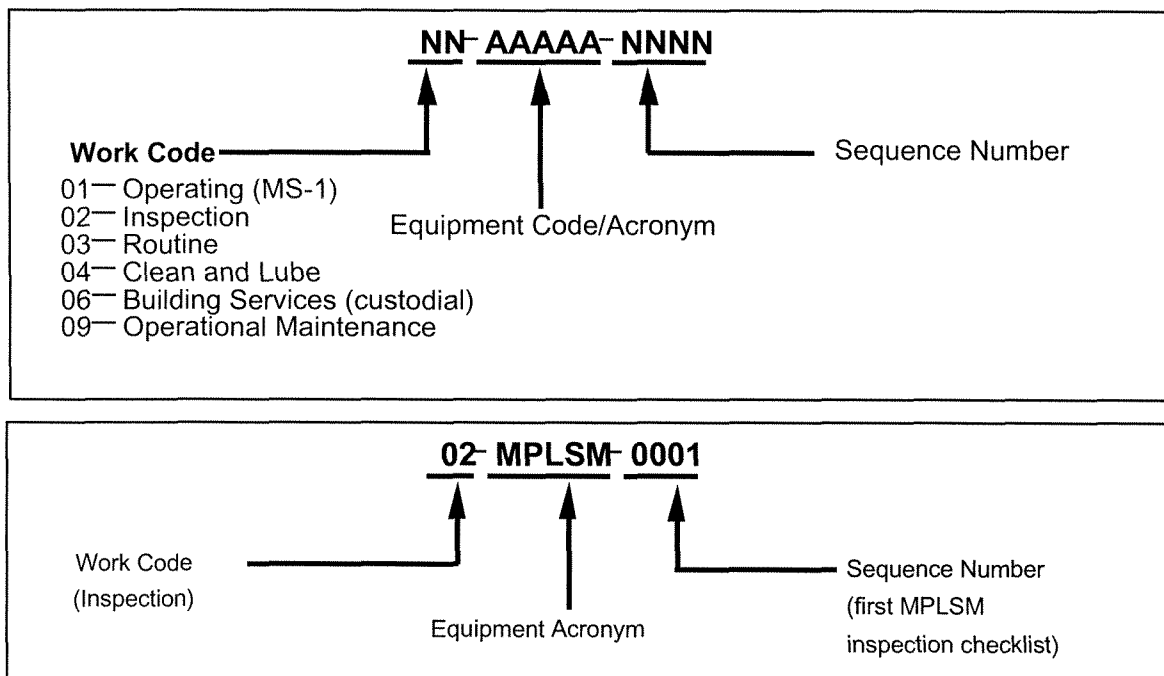


Exhibit 517.22

Route Sheet Identification Instructions for Form 4776

5 Workload Scheduling and Reporting

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)

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.

Sub-site		Register Number	Work Order Number	Prior-ity	Work Code	Equipment Acronym	Equipment Number	Eqpt. Class	Issued		
									Date (MM-DD-YY)	Crew No.	Est. Time

Maintenance Work Order Request

Work Request (To be completed by the requesting office or organization)

Office Name _____ City _____ State _____ Zip + 4 _____

Floor _____ Area _____ Room _____ Person to Contact _____ Phone (include area code) _____

Requested By (Name and title) _____ Originating Department _____ Phone (include area code) _____ Date Required _____

Description of Work Requested (Equipment name and number if known)

Approved By (Name, title, and signature) _____ Date _____

Work Order (To be completed by Maintenance)

Description of Work Performed

Work Completed By _____ Date _____ Work Accepted By (Close Work Order) _____ Date _____

Parts Issue (Use this section to record parts issues when MARS is unavailable for use.)

Part Number	Nomenclature	Quantity	Issued By	Issued To

Official Disposition (Use this section to verify work completion and closing of the Maintenance Work Order.)

Maintenance Official Approval (Signature and title) _____ Date _____ Close Work Order (Maint. Ops. Support initials) _____

PS Form 4805, August 1995

Exhibit 541.1 (p. 1) (maintenance work order request)
Form 4805, Maintenance Work Order Request

5 Workload Scheduling and Reporting

Equipment Breakdown Work Order										Sub-site	Register Number	Work Order Number	Priority	Work Code	Equipment Acronym	Equipment Number	Eqpt. Class	Issued		
																	Date (MM-DD-YY)	Crew No.	Est. Time	
Instructions 1. Use this report to record information about all automation or mechanization equipment breakdowns that last 15 minutes or more. 2. Provide the work order number generated by MARS associated with the breakdown. 3. Provide detailed information about the problem and the diagnostic action taken. Attach additional pages if necessary to give a complete picture of the downtime events. 4. This report should be passed on to each tour until the equipment has been repaired. 5. This report should be reviewed and signed by both Maintenance and Operations personnel. 6. After the repairs are completed and signed off on this report, forward the report to the Maintenance Operation Support unit.																				
Work Request (To be completed by the requesting office or organization)																				
Office Name										City					State			ZIP + 4		
Floor		Area		Room		Person to Contact								Phone (include area code)						
Requested By (Name and title)										Originating Department					Phone (include area code)			Date Required		
Event		Time		Date		Equipment Downtime					Breakdown Codes									
Breakdown Occurred		• AM • PM				Due to Maintenance					Downtime Cause Code									
Maintenance Notified		• AM • PM				Parts Unavailable														
Returned to Operation Status		• AM • PM				Other														
Mail Processing Time Lost										Time (Amount)		Maintenance (Signature)					Operations (Signature)			
Work Order (To be completed by Maintenance)																				
Description of Work Performed																				
										Work Completed By					Date					
Parts Issue (Use this section to record parts issues when MARS is unavailable for use.)																				
Part Number		Nomenclature				Quantity		Issued By					Issued To							
Official Disposition (Use this section to verify work completion and closing of the Equipment Breakdown Work Order.)																				
Maintenance Official Approval (Signature and title)										Date					Close Work Order (Maint. Ops. Support initials)					
PS Form 4805, August 1995 (Reverse)																				

Exhibit 541.1 (p. 2) (equipment breakdown work order)

Form 4805, Maintenance Work Order Request

541.2 Repetitive Work Request

Form 4805-B, Standing Work Order (Exhibit 541.2) is a request for repetitive work on items such as hampers, strapping machines, loading (portable) conveyers, etc. Cleaning and custodial services not covered by area or component cleaning route sheets may be covered under the standing work order procedure.

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

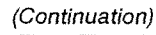
Item	Col.	Description
Action Taken	26-28	Maintenance supervisor, mechanic, or maintenance support clerk enters three-position code: ALU for work code 07 and SLU for work code 09.
Employee Pos. Level	41-42 49-50 57-58 65-66	Position level of employee. Enter level 6 as 06. Enter level 10 as 10.
Labor Code	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 repetitive hours such as travel and training. Standing work orders must be closely monitored to prevent misuse.

PS Form 4805-C, January 1994

Work Accepted By	
------------------	--

Date Accepted

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



LAWN RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20045-4000

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

Re: H7T-3D-C 22868
Montgomery, AL

Dear Mr. Lingberg:

On June 28, you met with Thomas J. Valenti in a prearbitration discussion of the above-referenced case.

The issue in this grievance is whether management violated the National Agreement when it subcontracted lawn care services for the Montgomery, Alabama, General Mail Facility.

The parties agree that the resolution set forth below does not preclude the Postal Service from exercising its rights pursuant to Article 19 to revise the MS-47 and Administrative Support Manual.

It was mutually agreed in full and complete settlement of these cases as follows:

- 1) This resolution resolves case number HOC-NA-C 42. Case H7T-3D-C 22868, H7C-NA-C 94 et al., will be remanded for application of this agreement.
- 2) This resolution defines lawn/ground maintenance which may be subcontracted in accordance with Section 535.23 of the Administrative Support Manual, which was published in Postal Bulletin 21822, August 20, 1992.
- 3) With regard to lawn maintenance, Unit Performance (Min.) for Lawns (Mow and Edge) will be 0.012 for push lawn mowers and 0.006 for rider mowers. The MS-47 will be revised accordingly.
- 4) That portion of lawn maintenance in excess of 300,000 square feet may be contracted out and if so, will not be considered part of the MS-47 for purposes of calculating custodial hours.

- 2 -

5) Lawn maintenance of up to and including 300,000 ^{= =} square feet is considered to be part of the MS-47 for purposes of calculating custodial hours, and this portion must be included on PS Form 4852.

6) A facility with less than 39 hours of custodial cleaning services may contract out all lawn-care as calculated in accordance with the MS-47.

7) A facility with over 39 hours of custodial cleaning services may contract out that portion of lawn maintenance in excess of 300,000 square feet. The Administrative Support Manual, Section 535.23, will be revised accordingly.

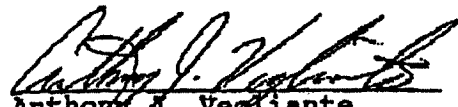
8) New facilities with 39 hours or less of custodial cleaning services, calculated in accordance with paragraph 4 and 5 above, may contract out cleaning services.

9) Replacement facilities, extensions to existing facilities and renewal contracts at existing facilities with 39 hours or less of custodial cleaning services may be contracted out. Renewal contracts need not be with the same contractor or the same site location.

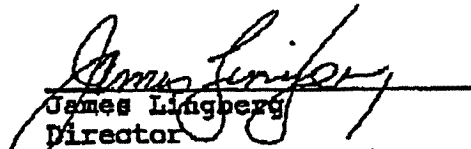
10) Where facilities have contracted out lawn-care maintenance, local management will notify the local union of the contract terms and, upon expiration of these contracts, will adjust the staffing package accordingly.

11) This settlement agreement supplements the Memorandum of Understanding (MOU) on page 293 of the 1990-1994 Collective Bargaining Agreement, Subcontracting Cleaning Services which covers all subcontracting cleaning services.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the aforementioned cases and remove them from the pending national arbitration listing and step four process.



Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations
U.S. Postal Service



James Lingberg
Director
Maintenance Division
American Postal Workers
Union, AFL-CIO

Date: 28-Jun-1993



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

RE: H87T-4H-C 90015253
Old Case: H7T-3R-C 27378
Class/Davidson
Homosassa Springs FL 32647-9998

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 violated the National Agreement when it subcontracted out cleaning services.

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

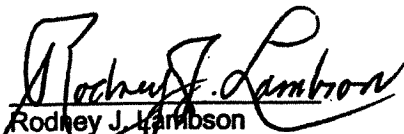
During our discussion we identified this case as being similar to the prearbitration settlement of case H7T-3D-C 22868 (copy attached).

Accordingly, we agreed to remand this case to the parties at Step 3 for application of this settlement.


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

Time limits at Step 4 were extended by mutual consent.

Sincerely,


Rodney J. Lambson
Labor Relations Specialist
Contract Administration

Attachment


Bobby Donelson
Representative-at-Large
Maintenance Division
American Postal Workers Union
AFL-CIO

August 24, 2000

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO
MAINTENANCE CRAFT**

Re: Subcontracting Cleaning Services

The parties agree that the following language will be incorporated into paragraph 535.261 of the Administrative Support Manual.

.26 Cleaning Services

.261 Authorization

- a. **In a new facility or** when a vacancy as a result of an employee's voluntary attrition is identified in an independent installation or in a station and/or branch of an independent installation, the following sequential steps will be taken to determine whether or not a contract cleaning service may be utilized:
 - (1) **Measure the** square footage of the interior area, using procedures identified in **handbook MS-47, Housekeeping-Postal Facilities. Then divide that measurement by 18,000 and round off the** resulting number to four (4) decimal places;
 - (2) **Measure the** square footage of the exterior paved and unpaved area, **to be serviced** using the procedures identified in the MS-47 handbook. **Then divide that measurement by 500,000 and round off the** resulting number to four (4) decimal places;
 - (3) **Add the numbers obtained in steps 1 and 2 together. If the resulting number is less than ONE (1), a contract cleaning service may be used to perform the required work.**
- b. If the determination is made to utilize a contract cleaning service, the local APWU President will be provided a copy of the above computations.
- c. **The formula applies to replacement facilities or existing facilities with extensions or modifications.**
- d. Post Offices, or stations/branches which contract cleaning services under previous criteria may continue to do so.



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

JUL 20 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 Fourteenth Street, N. W.
Washington, DC 20005

Re: W. Williams
Fort Worth, TX
AC-S-15,143/A5SW-11265
APWU-15,143

Dear Mr. Wevodau:

On July 13, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been received and given careful consideration.

The employee will be compensated at the Level 3 rate for all hours worked while operating power driven equipment such as buffers and scrubbing machines on December 15, 16, 17, 22, 23, 29 and 30, 1976. To this extent, the grievance is sustained.

Sincerely,

James L. Tessier
Labor Relations Department

*The employee in this case
was a Level 2 Custodian.*



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

May 20, 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: Elias Mendez, et al
Austin, TX
AC-S-8796/A5-SA-6425
APWU 8796

Dear Mr. Wevodau:

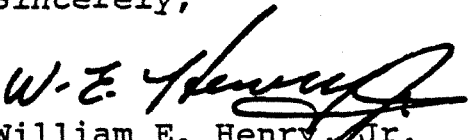
On December 17, 1976, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

As a result of our review in this case, we believe that the operation of a power-driven waxer and other heavy duty industrial equipment as outlined in the job description of a Custodial Laborer, level PS-3, is not encompassed or intended to apply within the job description of a level PS-2 Custodian; therefore, to this extent, the grievance is sustained.

By copy of this letter, the postmaster is instructed to take the necessary measures to assure that the three employees party to this grievance are compensated at the higher level rate of pay for the work performed using the power-driven waxer during the period June 1, 1976-June 4, 1976.

Sincerely,


William E. Henry, Jr.
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

APL

MAY 2 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: I. Stewart
Ft. Worth, TX
AC-S-10430/A5-7975
APWU-10430

Dear Mr. Wevodau:

On January 11, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The grievant will be compensated at the applicable Level 3 pay, a total of 185 hours while driving the wayne sweeper from July 5, 1976 through the date of this decision. To this extent, this grievance is sustained.

Sincerely,

James G. Merrill
James G. Merrill
General Manager
Grievance Division
Labor Relations Department

*Level 2 employee operating
powered equipment.*



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

March 24, 1977

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

Re: F. Moffett
Ft. Worth, TX
AC-S-10216/A5-SW-7472
APWU 10216

Dear Mr. Wevodau:

On January 11, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The employee will be compensated at the level 3 rate for all hours worked while operating waxers and scrubbers between the dates of June 11 through July 2, 1976. To this extent, the grievance is sustained.

Sincerely,

James G. Merrill
James G. Merrill
Labor Relations Department

*Level 2 employee operating
powered equipment.*



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



FEB 4 1982

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260
February 2, 1982

A8-E-1101

Mr. Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

ARTICLE	<i>25</i>
SECTION	
SUBJECT	<i>VENTILATION</i>


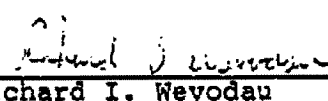
Dear Mr. Wevodau:

On January 28, 1982, you met with Harvey White in pre-arbitration discussion of H8T-2F-C-6316, 6317 and 6318. After a thorough discussion of the issue, it was mutually agreed that the following terms and conditions would represent a full settlement of the dispute in the aforementioned grievances.

1. The U. S. Postal Service acknowledges its contractual obligations under Article XXV of the National Agreement to pay those employees detailed to higher level work whether or not such position has been authorized at the installation.
2. The U. S. Postal Service acknowledges that duties performed by the subject grievant were duties involving building equipment maintenance functions that are normally performed by higher level positions having specific and planned duties and responsibilities other than routine preventive maintenance and repair work relevant to the Heating, Ventilation and Air Conditioning (HVAC) Systems.
3. It is agreed that as a full and final settlement, the grievant will be paid at the PS-7 rate for those hours on May 16, 22 and 24, 1980, when the grievant performed the duties and responsibilities set forth in Item 2 of this settlement Agreement.

please sign and return a copy of this letter acknowledging your agreement with this settlement, withdrawing H8T-2F-C-6316, 6317 and 6318 from the pending National arbitration list.

Sincerely,

	
George S. McDougald	Richard I. Wevoda
Labor Relations Department	President
	Maintenance Craft
	American Postal Workers Union,
	AFL-CIO



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

ARTICLE	<u>25</u>
SECTION	<u>Transportation</u>
SUBJECT	<u>Armed by</u> <u>Coast Guard</u>

AUG 1 1986

Mr. Gerald Anderson
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: Class Action
Whitewater, WI 53190
E4C-4J-C 11777

Dear Mr. Anderson:

On several occasions, the most recent being July 29, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether under the circumstances of this case, the Level 3 Custodial-Laborer at Whitewater, Wisconsin is entitled to higher level pay for transporting mail between Whitewater and Elkhorn.

During our discussion, we mutually agreed that the following constitutes full and final settlement of this case:

1. Laborer-Custodial S. D. Heth shall be compensated at the Level 5 pay rate for transporting mail between Whitewater and Elkhorn.
2. The back pay is limited to the 14-day period preceding 11-12-85 (date of the Step 1 answer).

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

Mr. Gerald Anderson

2

Time limits were extended by mutual consent.

Sincerely,



Muriel A. Aikens
Labor Relations Department



Gerald Anderson
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

JUL 20 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 Fourteenth Street, N. W.
Washington, DC 20005

Re: W. Williams
Fort Worth, TX
AC-S-15,143/A5SW-11265
APWU-15,143

Dear Mr. Wevodau:

On July 13, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been received and given careful consideration.

The employee will be compensated at the Level 3 rate for all hours worked while operating power driven equipment such as buffers and scrubbing machines on December 15, 16, 17, 22, 23, 29 and 30, 1976. To this extent, the grievance is sustained.

Sincerely,

James L. Tessier
Labor Relations Department

*The employee in this case
was a Level 2 Custodian.*



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

May 20, 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: Elias Mendez, et al
Austin, TX
AC-S-8796/A5-SA-6425
APWU 8796

Dear Mr. Wevodau:

On December 17, 1976, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

As a result of our review in this case, we believe that the operation of a power-driven waxer and other heavy duty industrial equipment as outlined in the job description of a Custodial Laborer, level PS-3, is not encompassed or intended to apply within the job description of a level PS-2 Custodian; therefore, to this extent, the grievance is sustained.

By copy of this letter, the postmaster is instructed to take the necessary measures to assure that the three employees party to this grievance are compensated at the higher level rate of pay for the work performed using the power-driven waxer during the period June 1, 1976-June 4, 1976.

Sincerely,

William E. Henry, Jr.
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

March 24, 1977

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

Re: F. Moffett
Ft. Worth, TX
AC-S-10216/A5-SW-7472
APWU 10216

Dear Mr. Wevodau:

On January 11, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The employee will be compensated at the level 3 rate for all hours worked while operating waxers and scrubbers between the dates of June 11 through July 2, 1976. To this extent, the grievance is sustained.

Sincerely,

James G. Merrill
James G. Merrill
Labor Relations Department

*Level 2 employee operating
powered equipment.*



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.

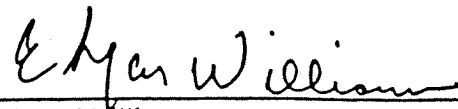
The issue in this grievance is whether a level 3 custodian is entitled to be compensated at level 4 when operating power equipment.

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

David J. Feltz
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, NBA
AMERICAN POSTAL WORKERS UNION
7211 NORTH MAIN STREET, SUITE 4
DAYTON, OHIO 45415

Dear Mr. Neill:

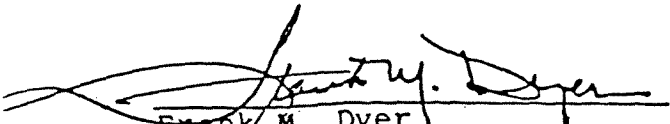
On September 10 we met in prearbitration discussion of HLT-5H-C 29378, Woodland, California. The question in this grievance is whether custodians with SF-46s should be paid higher level pay while driving postal vehicles to the carwash.

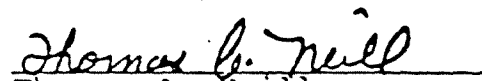
It was mutually agreed to full settlement of this case as follows:

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 P. Drucker, Esq.



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

January 12, 1977

JAN 12 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU Local
Winston-Salem, NC
AC-S-8824/A5-CH-6203
APWU-8824

Dear Mr. Wevodau:

On December 17, 1976, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The position description of a Custodial-Laborer, level PS-3, does not contemplate that such employees would be required to travel to another location for the purpose of freeing a clogged mail chute. The function of clearing such clogged mail chutes is contained in the position of a general mechanic, level PS-5. It is our position that the employees in question in this case were entitled to receive higher level compensation for clearing the mail chutes on the night in question and to that extent, the grievance is sustained.


By copy of this letter, the postmaster is instructed to reimburse employees Mason White and Herbert Spann at level

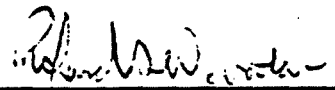
Mr. Richard I. Wevoda

2

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: J. Baldino
Burbank, CA
AC-W-9052/W1695-76A
APWU 9052

Dear Mr. Wevodau:

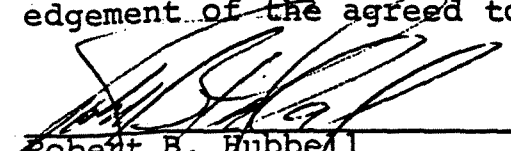
On December 1, 1976, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

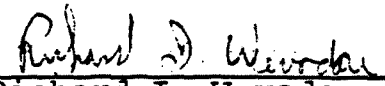
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

This settlement is without precedent and without prejudice to the position of either party, it may not be cited by either party in any future grievance, hearing, arbitration or for any other purpose.

We agreed to settle this grievance by granting the grievant level 4, higher level, compensation while driving a vehicle to transport supplies between stations and the main office and shuttling vehicles to and from the sectional center. The employee will be compensated at the higher rate for the time actually spent performing such driving duties beginning 14 days prior to the date of filing at Step 1.

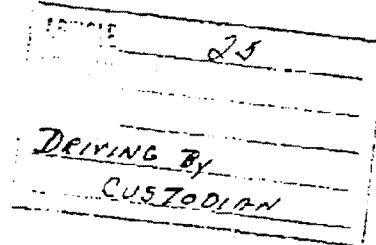
Please sign the attached copy of this letter as your acknowledgement of the agreed to settlement.


Robert B. Hubbell
Labor Relations Department


Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union,
AFL-CIO



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100



Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

December 5, 1988

Re: Class Action
Milwaukee, WI 53203
H4T-4J-C 28598

Dear Mr. Wevodau:

On November 29, 1988, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether Level 3 Custodians should be paid higher level pay when operating a mark-lift.

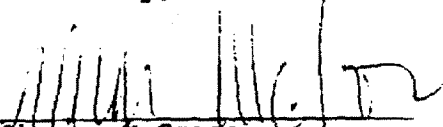
After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. However, we further agreed that lower level employees performing any duties requiring an OP-346 will be paid at PS-4 rate of pay (Pre-Arb Settlement Attached)

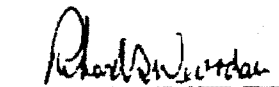
Accordingly, we agreed to settle this case.

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

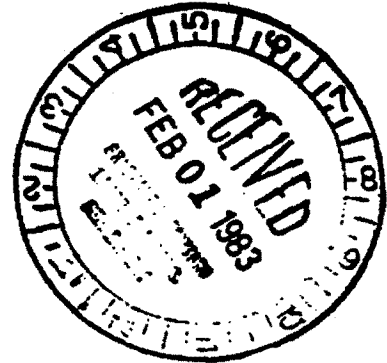
Time limits were extended by mutual consent.

Sincerely,


Sharon McGregor
Grievance & Arbitration
Division


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

January 24, 1983



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

Re: E. Turner
Fresno, CA 93706
EIT-5H-C 7163

Dear Mr. Wevodau:

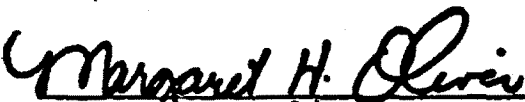
On January 18, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

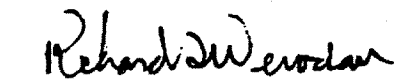
This grievance involved a request for higher level pay for a level 3 custodial laborer who operates a battery-powered riding sweeper.

During our discussion, we agreed to resolve this case based on our finding no entitlement to higher level pay. We also agreed that operation of the sweeper by a level 4 employee does not entitle lower level employees to higher level pay.

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

JUL 29 1977

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

Re: APWU - Local
Memphis, TN (BMC)
AC-S-15036/A5-MS-10592
APWU 15036

Dear Mr. Wevodau:

On June 23, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

This settlement is without precedent and without prejudice to the position of either party, it may not be cited by either party in any future grievance, hearing, arbitration or for any other purpose.

Based on the evidence presented in this grievance, we mutually agreed to fully settle the grievance by granting the custodian Level 4 pay for the time spent operating the gasoline sweeper providing it is the type that is driven and requires a SF-46 to operate. We also agree that higher level wages were not required for operating the tractor.

By copy of this letter the general manager is instructed to pay any higher level wages during conformance with this agreed to settlement.

AUG 1 1977



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

January 18, 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: B. Longstreeth
Pittsfield, MA
AC-N-8256/V76-8225
APWU 8256

Dear Mr. Wevodau:

On December 17, 1976, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The provisions in Section 247.2 of Handbook M-52 do not, generally, contemplate the use of custodial employees to "shuttle" vehicles between points, whether on or off postal premises. Additionally, the job description of a Custodial-Laborer also does not contemplate that employees so assigned will perform the higher level function of driving vehicles. Further, the information of record fails to establish that the situation in question falls within the scope of the provisions of Article VII of the National Agreement. Notwithstanding these apparent deficiencies, it is noted 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.

By copy of this letter, local management is instructed to review the assignments within the maintenance craft to assure that they are consistent with the spirit and intent of the National Agreement, including Article VII on crossing craft lines, and other existing pertinent instructions.

Sincerely,
W. F. [Signature]



OFFICE OF THE POSTMASTER GENERAL

Washington, D.C. 20260

May 11, 1972

Mr. Richard I. Wevodau.
Administrative Aide
American Postal Workers Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005

Re: Grievance - B. Lartigue, M. Brown,
R. Londo, E. Harris
Houston, TX.
STN-10

Dear Mr. Wevodau:

On April 21, 1972, we met with you to discuss the above captioned grievance in accordance with Article IX, of the 1968 Agreement.

The matters presented by you concerning this grievance as well as the applicable contractual provisions have been reviewed and given careful consideration. As a result of this review we believe that the operation of a power driven waxer and other heavy duty industrial equipment as outlined in the job description of a custodial laborer level 3, are not encompassed or intended to apply within the job description of a level 2 custodian, therefore, the grievance is sustained.

The remedy in resolving this grievance is that in the future when the Postal Service assigns level 2 custodians to operate power driven waxers, buffers and other heavy duty industrial equipment the employee will be compensated at the higher level pay (level 3) for the time assigned to that duty. As we mutually agreed, there will be no retroactivity of pay for work performed in the past by the grievants regarding the use of power driven waxers.

Sincerely,

J.G. Merrill
Labor Relations Division
Employee & Labor Relations Group

Washington, DC 20260

TO: T. T. Hlavenka
General Manager
Maintenance Management Division
Western Region

The policy statement contained herein has been reviewed and concurred with by the Office of Programs & Policies, Labor Relations Department.

Concurrence: William J. Downes

UNITED STATES POSTAL SERVICE
Western Regional Office

San Bruno, CA 94099-02

DATE: AUG 18 1982
TO: WE220/RHStevens:nam
SUBJECT: No Part-Time Flexible Employees in
Maintenance Craft
FROM: Tom Hlavenka
WE430

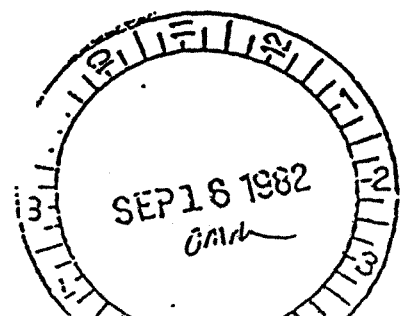
*Please work with
Jim Wilson and let's
contact the pros +
cons of changing this
Union Agreement
THP
cc Wayne*

The long standing policy of the US Postal Service and the former Post Office Department is that in the Maintenance Craft, there shall be no part-time flexible employees; they shall be either full-time regulars or part-time regulars.

Our National Agreement does not reflect the above but the above is the policy which has been and should be followed and is well understood by the Maintenance Craft Union.

R. H. Stevens
R. H. Stevens, General Manager
Labor Relations Division

cc: J. J. Costello
James Gildea
Labor Relations Representatives (R.B. 7 & 33)





LABOR RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

March 17, 1994

Mr. William Burrus
Executive Vice President
American Postal Workers Union,
AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

MAR 1994
Received
Office of the
Vice President

Dear Bill:

This letter is in reference to our discussions regarding the scheduling of part-time regulars (PTRs) and my March 16 correspondence on the same subject.

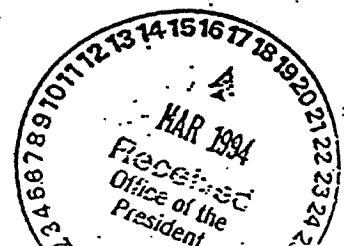
We have advised our field personnel that PTRs' schedules should not be altered on a day-to-day or week-to-week basis. They are normally to be worked within the schedules for which they are hired. However, PTRs can be permanently scheduled for any number of day(s) per week from one to six. There is no minimum number of hours for which they can be scheduled, except as provided under Article 8 provisions, and they can occasionally be required to work beyond their scheduled hours of duty. Still, care should be taken not to extend PTRs' work hours on a regular or frequent basis.

If you have any questions, please contact Curtis Warren of my staff at 202-268-5359.

Sincerely,


William J. Downes

Manager
Contract Administration APWU/NPMHU
Labor Relations





UNITED STATES POSTAL SERVICE
ROOM 9014
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL: 202/268 3616
FAX: 202 268 3074

OFFICE OF THE
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

RECEIVED
AUG 5 1991

Thomas K. Freeman, Jr.
Director, Maintenance Division

Mr. Thomas K. Freeman, Jr.
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

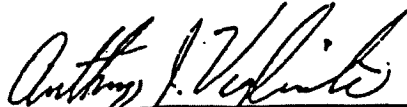
Dear Mr. Freeman:

On July 30, 1991, Thomas J. Valenti, of my staff and James C. Wilson and Joan S. Palmer of the Office of Maintenance Management met with you in prearbitration discussion of case number H4C-NA-C 99, also referred to as case number H4C-NA-C 112. The issue in this case pertains to Maintenance Bulletin, MMO 30-87, dated October 5, 1987, entitled "Maintenance Staffing Guide for All Mechanized Offices." During the discussion, it was mutually agreed that the following represents a full settlement of this case:

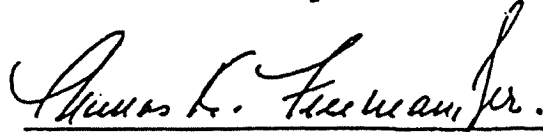
1. Case Number H7T-NA-C 107 will be withdrawn from the pending national arbitration listing.
2. MMO 30-87 will be renumbered and distributed to the field as MMO 21-91.
3. References to Labor Distribution Codes (LDC) will be deleted from the renumbered MMO 30-87.
4. Wherever possible, the replacement document will be updated to reflect current maintenance management orders, handbooks, and manuals.
5. Except for those agreed upon changes in items 3 and 4 of this agreement, the renumbered MMO will remain unchanged.
6. This is a complete, final resolution to those issues filed relative to MMO-30-87 and the renumbered document.

Mr. Freeman

Please sign and return the enclosed copy of this letter as acknowledgment of agreement to withdraw H4C-NA-C 99 and H4C-NA-C 112 from the pending national arbitration listing.



Anthony J. Vegliante
Labor Relations Department
U.S. Postal Service



Thomas K. Freeman, Jr.
American Postal Workers Union,
AFL-CIO

Enclosure



maintenance management order

SUBJECT: Maintenance Workhour Estimating Guide for
All Mechanized Offices

DATE: June 2, 1997

NO: ~~MMO~~-028-97

TO: 1. Senior Maintenance Official,
Maintenance Capable Offices
2. Manager, In-Plant Support,
Area Offices

FILE CODE: M

bgri:MM9554AE

This Maintenance Management Order (MMO) supersedes MMO-021-91, dated July 10, 1991, and MMO-029-91, dated August 13, 1991. Many items and figures from MMO-021-91 are used, but are clarified and updated. Also all workhour estimating guidelines from subsequent Maintenance Criteria MMOs have been included. This MMO provides guidelines (see attachment) to be used to estimate workhours in each functional area. Guidelines contained herein are current as of April 23, 1997 and are derived from existing approved handbooks, MMOs, other source documents, and established historical data bases.

All mechanized offices must estimate maintenance workhours by using the attached guide. The Senior Maintenance Official must be personally aware and involved in applying this guide. The Senior Maintenance Official is also responsible for maintaining this document so that it reflects all changes in guidelines distributed in subsequent issues of MMOs and MS Handbooks. Copies of the completed maintenance workhours estimating package must be available for review during maintenance surveys conducted by Area Maintenance Support Office, the Maintenance Technical Support Center (MTSC), or the Inspection Service.

Bulk Mail Centers (BMCs) should continue to be staffed using Interim Bulk Mail Center Maintenance Staffing Guidelines and Criteria, dated August 16, 1979. These BMC guidelines address fixed mechanization and additions to MS-1, *Operation and Maintenance of Real Property*, and MS-47, *Housekeeping Postal Facilities*, criteria. BMCs must apply MS-1, MS-47, and other appropriate sections of this guide to determine their total staffing.

Changes to and clarifications to MMO-21-91 are as follows:

1. Operational maintenance guidelines are determined by specific equipment type and local operating conditions.
2. Current maintenance guidelines are identified and summarized.
3. Equipment inventories are updated to include all other equipment that has been added and supported nationally.

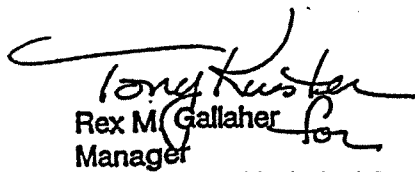
At all locations, estimated maintenance workhours developed from MMO-021-91 shall be revised according to the above changes. Information and assistance in applying and interpreting this guide can be obtained from Area Maintenance Support.

The Senior Maintenance Official is responsible for reviewing the maintenance workhour estimating package annually. If the total workhours identified to support a given function varies from the previous study by more than one man year, either positive or negative, the study or affected portion(s) thereof should be revised, updated, and submitted to the reviewing/approving authority.

A computerized (softcopy) version of this workhour estimating guide is enclosed. The computerized package is designed to provide a similar look and feel as the paper package. This MMO with attached worksheets and tables represents official documentation of approved maintenance criteria. In the future, all workhours packages should be generated using the computerized package which reflects the maintenance criteria contained in this MMO.

Questions or comments regarding staffing criteria and use of the software package should be referred to your Area Office Maintenance Support group.

Questions concerning software errors in the Workhour Estimator Program should be referred to the MTSC HelpDesk at 405-573-2123 or 1-800-366-4123.



Rex M. Gallaher
Manager

Maintenance Technical Support Center
Maintenance Policies and Programs

Attachment: Maintenance Workhour Estimating Guide

Enclosure: Maintenance Estimating Program, Release 1, Version 1.0 (7 diskettes)

SECTION 5

CUSTODIAL STAFFING

1. Complete custodial staffing for the main office and all stations/branches supported by the main office in accordance with the latest revised version of HBK MS-47, Housekeeping - Postal Facilities. Utilize Forms 4869 (sample on page 101), 4839 (sample on page 102), and 4852 (sample on pages 103 - 104).
2. Determine if the station/branch can be contracted by referencing the Memorandum of Understanding on Subcontracting of Cleaning Services in the current National Agreement.
3. If the station/branch custodial work cannot be contracted, it should be staffed with any combination of part-time regular (PTR) and/or full-time regular (FTR) positions necessary to provide the weekly workhours indicated on line J, Form 4852 (see HBK MS-47, Section 243.u - Use 1760 hour per year).
4. If the Main Office will be required to provide coverage for extended absences, give leave allowances for applicable stations and branches to the Main Office.
5. Absences not covered by relief from the main office will be covered by the following:
 - a. In offices with multiple custodial positions, the staff that is present can work additional hours, either extra hours for PTRs or overtime for FTRs.
 - b. In offices with single custodial positions, custodial duties may be performed by non custodial personnel: Mechanics, PT Flexible Clerks, PT Carriers, etc. This is also the procedure to be used in associate offices to compensate for custodial absences.
6. Custodial positions should be allocated based upon task requirements and Position Descriptions.
7. Make entries in the appropriate columns on the Custodial Position Summary form, page 105, as follows:
 - a. Enter the names of the facilities where the main office is responsible for custodial services (Main Office, VMF, Station or Branch). Do not include associate offices.
 - b. Enter the weekly workhours indicated on Line J of the Form 4852 for that facility.
 - c. Under "Full-time Regular Positions", enter the number of each type of position recommended for that facility.

- d. **Under "Part-time Regular Positions", enter the number of each type of position recommended and the weekly workhours for each position.**
 - e. **If the facility is to have a contract cleaner, enter the weekly workhours for which the facility should be contracted.**
 - f. **Total the number of positions at the bottom of the form.**
8. **Staffing determined by this section should be summarized in Section 1B, Page 13.**

Maintenance Technical Support Center

MMO-028-96

[illegible]

[illegible]

U.S. Postal Service WORKLOAD ANALYSIS AND SUMMARY														
Post Office					State and ZIP + 4 Code					Unit				
Gross Interior Area					Exterior Paved					Exterior Unpaved				
Line No	Job Requirement	Operation	Unit of Measure	Minutes Per Sq Ft or Unit	Weekly Quantity	Weekly Minutes	Line No	Job Requirement	Operation	Unit of Measure	Minutes Per Sq Ft or Unit	Weekly Quantity	Frequency	Annual Minutes
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)
1	Work Room 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 Rooms	CL	.032				36	Light Fixtures	Wash	FX				
5		PL	SF	.0106			37		Wash	FX				
6		WM	SF	.03			38		Wash	FX				
7	Locker Rooms	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	Work Rooms	CL	SF	.0106			42	Exterior Glass	Wash	SF	.179			
11		PL	SF	.0053			43	Interior Glass	Wash	SF	.179			
12	Offices	CL	SF	.0375			44	Wkm Pipes/Ducts	Dust	SF	.069			
13	Supply Rooms	CL	SF	.012			45	Other Pipes/Ducts	Dust	SF	.048			
14	Freight Elevators	PL	UT	10.0			46	Lookout Gallery	CL	LF	.48			
15	Passenger Elevators	CL	UT	20.			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	.006			
18		PL	SF	.0053			50	Ext. Paved	Sweep	SF	.004			
19	Svc/Box Lobby	CL	SF	.016			51	Ext. Paved	Sweep	SF	.0012			
20		PL	SF	.002			52	Active Storage	CL	SF	.012			
21		WM	SF	.03			53	Inact 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	.096			
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	.096			
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			

WORKLOAD ANALYSIS AND SUMMARY (Cont'd)														
Line No	Job Requirement	Operation	Unit of Measure	Minutes Per Sq Ft or Unit	Weekly Quantity	Weekly Minutes	Line No	Job Requirement	Operation	Unit of Measure	Minutes Per Sq Ft or Unit	Weekly Quantity	Frequency	Annual Minutes
Work-hour Calculations							65	Lawns	MOW	SF	.012			
(o) (p)							66	Hedge/Shrub	TRIM	LF	.12			
A	Multiply total line 32 by 52 weeks				Min/Yr		67	Snow	Remove	SF	.015			
B	Enter total from line 77				Min/Yr		68	P.O. Boxes	CL	EA	2.0			
C	Total lines A+B				Min/Yr		69							
D	Divide line c by 60 minutes				WH/Yr		70							
E	Multiply line D by.....%(TRG)				H/Yr		71							
F	Multiply D by.....%(Breaks)				H/Yr		72							
G	Multiply line D by.....%(Wash Ups)				H/Yr		73							
H	Total lines D+E+F+G				WH/Y		74							
J	Divide line H by 52				WHS per Week		75							
K	Divide line H by 1760				Work Years		76							
L	Total Employees						77	Sub-Total ➤						
Reviewed By (MSC Mgr./Plant & Equip. Engineering Mgr.)							Date		Approved By (MSC Manager/Postmaster/BMC Manager)				Date	

CUSTODIAL POSITION SUMMARY

[illegible]

1 - Other includes group leader, building maintenance custodian, fireman/laborer.

Sum Columns 1 - 8

**GRAND TOTAL OF ALL POSITIONS
(USPS Craft)**

□

THIS PAGE IS BLANK



maintenance management order

SUBJECT: Maintenance Workhour Estimating Guide for
All Mechanized Offices

DATE: June 2, 1997

NO: MMO-028-97

TO: 1. Senior Maintenance Official,
Maintenance Capable Offices
2. Manager, In-Plant Support,
Area Offices

FILE CODE: M

bgri:MM9554AE

This Maintenance Management Order (MMO) supersedes MMO-021-91, dated July 10, 1991, and MMO-029-91, dated August 13, 1991. Many items and figures from MMO-021-91 are used, but are clarified and updated. Also all workhour estimating guidelines from subsequent Maintenance Criteria MMOs have been included. This MMO provides guidelines (see attachment) to be used to estimate workhours in each functional area. Guidelines contained herein are current as of April 23, 1997 and are derived from existing approved handbooks, MMOs, other source documents, and established historical data bases.

All mechanized offices must estimate maintenance workhours by using the attached guide. The Senior Maintenance Official must be personally aware and involved in applying this guide. The Senior Maintenance Official is also responsible for maintaining this document so that it reflects all changes in guidelines distributed in subsequent issues of MMOs and MS Handbooks. Copies of the completed maintenance workhours estimating package must be available for review during maintenance surveys conducted by Area Maintenance Support Office, the Maintenance Technical Support Center (MTSC), or the Inspection Service.

Bulk Mail Centers (BMCs) should continue to be staffed using Interim Bulk Mail Center Maintenance Staffing Guidelines and Criteria, dated August 16, 1979. These BMC guidelines address fixed mechanization and additions to MS-1, *Operation and Maintenance of Real Property*, and MS-47, *Housekeeping Postal Facilities*, criteria. BMCs must apply MS-1, MS-47, and other appropriate sections of this guide to determine their total staffing.

Changes to and clarifications to MMO-21-91 are as follows:

1. Operational maintenance guidelines are determined by specific equipment type and local operating conditions.
2. Current maintenance guidelines are identified and summarized.
3. Equipment inventories are updated to include all other equipment that has been added and supported nationally.

At all locations, estimated maintenance workhours developed from MMO-021-91 shall be revised according to the above changes. Information and assistance in applying and interpreting this guide can be obtained from Area Maintenance Support.

The Senior Maintenance Official is responsible for reviewing the maintenance workhour estimating package annually. If the total workhours identified to support a given function varies from the previous study by more than one man year, either positive or negative, the study or affected portion(s) thereof should be revised, updated, and submitted to the reviewing/approving authority.

A computerized (softcopy) version of this workhour estimating guide is enclosed. The computerized package is designed to provide a similar look and feel as the paper package. This MMO with attached worksheets and tables represents official documentation of approved maintenance criteria. In the future, all workhours packages should be generated using the computerized package which reflects the maintenance criteria contained in this MMO.

Questions or comments regarding staffing criteria and use of the software package should be referred to your Area Office Maintenance Support group.

Questions concerning software errors in the Workhour Estimator Program should be referred to the MTSC HelpDesk at 405-573-2123 or 1-800-366-4123.

Rex M. Gallaher
Manager
Maintenance Technical Support Center
Maintenance Policies and Programs

Attachment: Maintenance Workhour Estimating Guide

Enclosure: Maintenance Estimating Program, Release 1, Version 1.0 (7 diskettes)

SECTION 5

CUSTODIAL STAFFING

1. Complete custodial staffing for the main office and all stations/branches supported by the main office in accordance with the latest revised version of HBK MS-47 Housekeeping - Postal Facilities. Utilize Forms 4869 (sample on page101), 4839 (sample on page102), and 4852 (sample on pages103 - 104).
2. Determine if the station/branch can be contracted by referencing the Memorandum of Understanding on Subcontracting of Cleaning Services in the current National Agreement.
3. If the station/branch custodial work cannot be contracted, it should be staffed with any combination of part-time regular (PTR) and/or full-time regular (FTR) positions necessary to provide the weekly workhours indicated on line J, Form 4852 (see HBK MS-47, Section 243.u - Use 1760 hour per year).
4. If the Main Office will be required to provide coverage for extended absences, give leave allowances for applicable stations and branches to the Main Office.
5. Absences not covered by relief from the main office will be covered by the following:
 - a. In offices with multiple custodial positions, the staff that is present can work additional hours, either extra hours for PTRs or overtime for FTRs.
 - b. In offices with single custodial positions, custodial duties may be performed by non custodial personnel: Mechanics, PT Flexible Clerks, PT Carriers, etc. This is also the procedure to be used in associate offices to compensate for custodial absences.
6. Custodial positions should be allocated based upon task requirements and Position Descriptions.
7. Make entries in the appropriate columns on the Custodial Position Summary form, page 105, as follows:
 - a. Enter the names of the facilities where the main office is responsible for custodial services (Main Office, VMF, Station or Branch). Do not include associate offices.
 - b. Enter the weekly workhours indicated on Line J of the Form 4852 for that facility.
 - c. Under "Full-time Regular Positions", enter the number of each type of position recommended for that facility.

- d. Under "Part-time Regular Positions", enter the number of each type of position recommended and the weekly workhours for each position.
 - e. If the facility is to have a contract cleaner, enter the weekly workhours for which the facility should be contracted.
 - f. Total the number of positions at the bottom of the form.
8. Staffing determined by this section should be summarized in Section 1B, Page 13.



maintenance management order

SUBJECT: Work Hour Estimator Program (WHEP)

DATE: October 10, 2000

NO: MMO-074-00

TO: 1. Area Maintenance Offices
2. Maintenance Capable Offices

FILE CODE: M
Ejon:M00037AB

This Maintenance Management Order (MMO) supersedes MMO-028-97, dated June 2, 1997, and Chapter 13 of Handbook MS-1. This MMO transmits the Work Hour Estimator Program (WHEP) to be used to estimate maintenance work hours in each functional area. Guidelines contained in the program are derived from existing approved handbooks, MMOs, other source documents, and established historical databases. Refer to applicable documents for explanations of approved staffing hours.

Read the "Read Me 1st" and "Release Notes to VS. 2" text files from CD before proceeding. The WHEP can accept inventory downloads from VMARS or a migration from a previous version.

This MMO is supported by a software program which is distributed with the MMO. The recommended system requirements to install the software are :

Software :
Windows 95/Windows 98/Windows NT 4.0

Hardware :
Pentium-Class System
20 MB of Free Disk Space
32 MB of RAM
17" Monitor capable of 800 X 600 resolution
CD-ROM Drive
Keyboard and Mouse

The MTSC website [http:// www.usps.mtsc.gov](http://www.usps.mtsc.gov) will provide up-to-date information on the WHEP. Select Plant Equipment•WHEP. Refer to this information source before calling for assistance.



maintenance management order

SUBJECT: Work Hour Estimator Program (WHEP)

DATE: October 10, 2000

NO: MMO-074-00

TO: 1. Area Maintenance Offices
2. Maintenance Capable Offices

FILE CODE: M
Ejon:M00037AB

This Maintenance Management Order (MMO) supersedes MMO-028-97, dated June 2, 1997, and Chapter 13 of Handbook MS-1. This MMO transmits the Work Hour Estimator Program (WHEP) to be used to estimate maintenance work hours in each functional area. Guidelines contained in the program are derived from existing approved handbooks, MMOs, other source documents, and established historical databases. Refer to applicable documents for explanations of approved staffing hours.

Read the "Read Me 1st" and "Release Notes to VS. 2" text files from CD before proceeding. The WHEP can accept inventory downloads from VMARS or a migration from a previous version.

This MMO is supported by a software program which is distributed with the MMO. The recommended system requirements to install the software are :

Software :
Windows 95/Windows 98/Windows NT 4.0

Hardware :
Pentium-Class System
20 MB of Free Disk Space
32 MB of RAM
17" Monitor capable of 800 X 600 resolution
CD-ROM Drive
Keyboard and Mouse

The MTSC website [http:// www.usps.mtsc.gov](http://www.usps.mtsc.gov) will provide up-to-date information on the WHEP. Select Plant Equipment•WHEP. Refer to this information source before calling for assistance.

e. Building Services

- (1) The Building Services portion of the WHEP does not perform any significant calculations. It is intended only to take data calculated elsewhere and display it with the rest of the workhour estimates for a given facility to provide a better overall view of that facility.
- (2) The only input required in this section is to "Enter Total from Line H on Form 4852" from the MS-47 package for the facility.

f. Field Maintenance Operations-

- (1) Workhour estimation for Field Maintenance Operations is based upon historical data. This data should be available from VMARS or manual records. Make inputs for line items 1 through 5 and 7 through 9 as applicable. The WHEP will calculate the other lines and forward totals to summaries as appropriate.

g. Maintenance Operations Support-

- (1) The WHEP will calculate the number of recommended MOS positions based on the chart below.

Number of positions supported	0-14	15-29	30-44	45-59	60-74	75-89	90-104	105-124	125-144	145-164	165-184	185-204
MOS Positions Authorized	0-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10	11
Number of positions supported	205-229	230-254	255-279	290-304	305-334	335-364	365-394	395-424	425-454	455-484	485-514	
MOS Positions Authorized	12	13	14	15	16	17	18	19	20	21	22	

- (2) The WHEP will display this calculated value as a default value. This value can be modified as local conditions warrant.

h. Workhour Summary-

- (1) Under "Workhour Summary, there are three tabs, "Workhour Summary", "Standard Craft Positions", and "Additional Craft Positions." On each of these input screens, highlighted cells are calculated by the program; others are for user input.
 - (a) In the "Workhour Summary" section, total calculated workhours are displayed for each major category. Where the WHEP has the appropriate information from prior inputs, these workhours are spread by position. Where the WHEP does not have this information, the WHEP will default all workhours for that category to the lowest level position listed in that category. The user shall spread these workhours according to existing policy and local requirements.
 - (b) In the "Standard Craft Positions" and "Additional Craft Positions" sections there are four columns of data; "current", "estimated", "proposed" and "difference". In the "current" columns, enter the quantity of all current authorized positions. The "estimated" figures will be calculated and entered automatically by the WHEP. The "proposed" data is to be entered by management, considering the "current" and "estimated" figures and



maintenance management order

SUBJECT: Work Hour Estimator Program (WHEP)
Version 2.1

DATE: March 26, 2001

NO: MMO-041-01

TO: 1. Area Maintenance Offices
2. Maintenance Capable Offices

FILE CODE: M

fhad:mm01021aa

This Maintenance Management Order (MMO) is to be used as an addendum to MMO-074-00; dated October 10, 2000, "Work Hour Estimator (WHEP)". This MMO transmits the revised Work Hour Estimator Program (WHEP), Version 2.1.

The principal changes in this version of the WHEP are:

1. Provides the capability to select "A", "B", or "C" severity levels for equipment with MMOs that provide these "condition-based" preventive maintenance procedures.
2. Incorporates data from equipment MMOs that have been issued since the last version of the WHEP.
3. Other minor improvements based on feedback from users.

A detailed listing of the changes is attached.

This MMO transmits the revised version of the WHEP application. The recommended system requirements to install the software are:

Software:

Windows 95/ Windows 98 / Windows NT 4.0

Hardware:

Pentium class system

20 MB of free disk space

32 MB of RAM

17" monitor capable of 800X600 resolution

CD-ROM drive

Keyboard and mouse



UNITED STATES POSTAL SERVICE
ROOM 9014
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

Mr. Thomas Freeman, Jr.
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: H7T-4C-C 9164
Class Action
St. Paul BMC, MN 55200

Dear Mr. Freeman:

On June 13, 1991, 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 properly abolished the Tool and Parts position.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The case is remanded to the parties for application of the Interim Bulk Mail Center Maintenance Staffing Guidelines and Criteria dated August 16, 1979, which are still in effect. A copy of the document is attached to this decision.

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

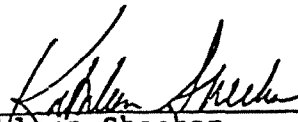
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

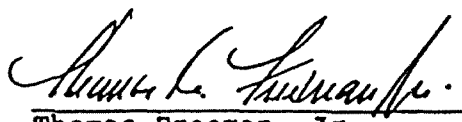


OFFICIAL OLYMPIC SPONSOR

Time limits were extended by mutual consent.

Sincerely,


Kathleen Sheehan
Grievance and Arbitration
Division


Thomas Freeman, Jr.
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO

Date: October 7, 1991

MAINTENANCE TECHNICAL SUPPORT CENTER / MAINTENANCE POLICIES & PROGRAMS
ENGINEERING / UNITED STATES POSTAL SERVICE



maintenance management order

SUBJECT: BMC Maintenance Staffing Guidelines

DATE:

NO: MMO-XXX-02

TO: Bulk Mail Centers

FILE CODE: Y1

dfau:mm03075ae

This Maintenance Management Order (MMO) establishes BMC Maintenance Staffing guidelines to be used to estimate workhours and as the basis for determining the number of positions in each functional area. This MMO supersedes Interim Bulk Mail Center Maintenance Staffing Guidelines and Criteria, dated August 1979.

The enclosed CD has the Bulk Mail Center Maintenance Staffing Guidelines stored as BMCSG.pdf. Also included on the enclosed CD is an Excel Workbook stored as BMCGOLD.xls. Both of these files can also be downloaded from the MTSC BMC Webpage. The entry of data within the enclosed Excel Workbook has been automated to reduce the number of workhours required to complete the staffing package. Maintenance personnel responsible for developing local staffing packages should thoroughly read this MMO before beginning the process.

The Senior Maintenance Official must be personally aware and involved in applying this guide. The Senior Maintenance Official is also responsible for maintaining this document so that it reflects all changes in guidelines distributed in subsequent issues of MMOs. A copy of the current completed maintenance-staffing package must be available for review by the Maintenance Technical Support Center, the Area Maintenance Support Office, or the Inspection Service.

These BMC guidelines will address workhours needed to maintain BMC fixed mechanization. All BMCs are required to apply current MS-1, MS-47, and the other sections of the BMC Staffing Guidelines data to estimate their total staffing.

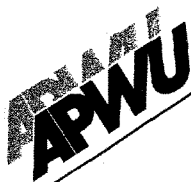
Direct any questions or comments concerning this bulletin to the HelpDesk, Maintenance Technical Support Center, P.O. Box 1600, Norman OK 73070-1600; telephone FTS 2000 (405) 573-2123 or toll free (800) 366-4123.

Rex M. Gallaher
Manager
Maintenance Technical Support Center
Maintenance Policies and Programs

Enclosure: BMC Maintenance Staffing Guidelines CD

This document compares the content between the old 1979 BMC Staffing Package and the new BMC Staffing Package. The DIFFERENCE column explains the changes to old staffing package when compared to the new.

Item Number	1979 Document Page Number	New Document Page Number	Old Content	New Content	Difference Between Old and New
			Worksheet for calculating OP and PACU/SACU workhours	for calculating OP and PACU/SACU workhours	dividing by 2
10	Page 13	Not addressed	ET Staffing	Not addressed	Staffing guidelines establish the total number of workhours given to the BMC. The BMC establishes the number of ETs required to support the BMC. MMOs now provide the minimal skill level required to maintain various equipment.
11	Pages 14-17	Pages 8/9	Building and Equipment staffing	Building and Equipment Staffing	Use current MS-1 (Attachments 8-13). Use attachment 14, page 61 to list all outside contracts (for reference during staffing package development)
12	Page 15 & 18	Page 10	Special Projects	Alterations and Modifications	Same basic definitions – except sites are now given 8% of total workhours for LDC 36 (Major Mechanization, Miscellaneous Postal Equipment, Operational Maintenance and PACU/SACU) (attachment 2, page 17)
13	Pages –19-22	Page 11 and Section 7, page 14	BMC Custodial Staffing	BMC Building Services Maintenance Staffing	Basically the same – Use MS-47 to identify workhours Mail search shall be based on Section 7, Page 14 (15 workhours per 1000 sq. ft) (based on reported historical workhours)
14	Page 21	Page 12, section 5	Item 4 High Cleaning	High Bay Cleaning Section 5, Page 12 & Attachment 7, Page 33	The same – Automated building grid on page 33 (MMO) automates the process. Added statement page 12 (Workhours can be spread between LDC 36 and 38)
15	Page 22	Page 12, section 5 and Attachment 7, page 33	Custodial Staffing Summary	Attachment 7, page 33 & MS-47	Workhours will be calculated using the attachment 7, page 33 and input fromMS-47 No reference to snow removal in new MMO
16	Page 23 - 26	Page 13, Section 6, Attachment 4, page 30	Supervisor and Administration Staffing – Staffing Criteria for BMC Maintenance Control & Maintenance Stores	Maintenance Operations Support Section 6, Page 13 & Attachment 4, page 30	Title changed to Maintenance Operations Support Position – No breakout for stores or Maint. Control – no reference to charts (old page 24/25) New definition (new page 13) identifies responsibilities operations support personnel. MMO calculates the number of Operations Support positions based on the number of positions supported – In addition, on Attachment 4, up to an additional 4 positions are authorized for the



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Steven G. Raymer
Director, Maintenance Division
(202) 842-4213 Office
(202) 289-3746 Fax

December 3, 2004

National Executive Board

William Burrus
President

Cliff "C.J." Guffey
Executive Vice President

Terry R. 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

Regional Coordinators

Sharyn M. Stone
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Frankie L. Sanders
Southern Region

Ormar M. Gonzalez
Western Region

Gary Kloepfer
Greg See
Idowu Balogun
Maintenance NBA's
All Craft NBA's
Regional Coordinators


Re: **Q00T-4Q-C 04127113**
Custodial Work at VMFs

Attached is the headquarters resolution for the above-captioned case. The issue herein was a dispute filed by the APWU at the National level when the Postal Service issued Postal Bulletin 22125 dated April 1, 2004. In that Postal Bulletin, the USPS announced that the new MS-47 was being changed and indicated that there would be no plant custodial maintenance authorized for Vehicle Maintenance Facilities. We did receive reports from the field that local managers then began eliminating the custodial work hours at VMFs and in some instances transferring the work to VMF employees.

The settlement provides that the USPS did not intend to change any existing policies previously identifying cleaning responsibilities in VMFs. The previous policies are contained in nearly identical letters dated July 27, 1983 and October 5, 1995. These letters were referred to by the USPS letter from the Manager of Maintenance Policies and Programs dated March 9, 2004. Whatever work at the VMFs maintenance craft custodians were performing prior to the Postal Bulletin is the work they continue to perform.

I have included the dispute filing and the above-referenced letters along with the settlement. Please inform the Locals in your areas that may have an issue or case held against this one. Custodians denied work opportunities should be made whole. If there are any questions regarding this settlement, please do not hesitate to contact me.

Yours in union solidarity,


Steven G. Raymer
Director, Maintenance Division

Attachments
SGR/syi/opei#2/afl-cio



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."

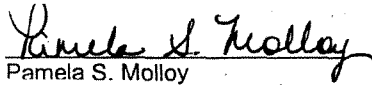
The above listed change was not intended to alter existing assignments of employees in Vehicle Maintenance and the Plant Maintenance Custodians. Cleaning responsibilities in Vehicle Maintenance Facilities has been outlined in documents dated, July 27, 1983; October 5, 1995; and most recently in a letter 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."

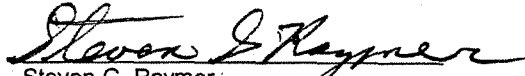
Maintenance Policies and Programs will reissue the March 9th, letter from Mr. Gamache as additional clarification to field offices on cleaning responsibilities in Vehicle Maintenance Facilities.

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

ENGINEERING



TO: Bob Hart 3/15/04
Mike Clegg
Bob Jackson

March 9, 2004

**AREA MANAGERS
OPERATIONS SUPPORT**

SUBJECT: VMF Cleaning Responsibilities and the Revised MS-47 Dated December 31, 2001

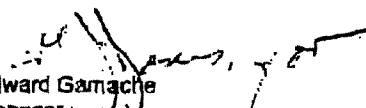
This is to clarify the USPS policy on the subject of cleaning responsibilities in our Vehicle Maintenance Facilities (VMFs) and application of the revised Handbook MS-47, Housekeeping, Postal Facilities, dated 12/31/2001.

Specifically, an issue has arisen on the subject of workroom floor cleaning in the VMF and the verbiage in the MS-47, page 34, that states "At VMF sites where the Garageman position is authorized, no custodial cleaning is authorized for the VMF workroom." This language was inadvertently added in this section by mistake during the development of this handbook and will be removed.

This language was in no way intended to change any existing policies previously identifying the division of maintenance responsibilities in the VMFs as defined in the October 5, 1985, memorandum signed by the Vice President, Operations Support, and the Vice President, Engineering.

Vehicle maintenance is responsible for vehicle maintenance work areas including the shop floors.

We have initiated the process to correct the Handbook MS-47 to remove the reference to the Garageman so as to eliminate the confusion. In the interim, this memorandum serves to clarify the official policy on the subject.


Edward Gamache
Manager
Maintenance Policies and Programs

cc: John Dockins
Michael Spates
Jackie Estes
Earl Jones
Carl Sumner
Rodney Lambson
Sandy Savole

8403 Lee Highway
Merrifield VA 22082-8101

Oct 17 1995



October 5, 1995

MANAGERS, OPERATIONS SUPPORT (AREA)

SUBJECT: Maintenance Responsibility Guidelines

The following guidelines are provided to clarify both Vehicle Maintenance and Plant Maintenance responsibilities for Vehicle Maintenance Facility (VMF) building and equipment maintenance.

A. Vehicle Maintenance has the responsibility for maintenance of:

1. Vehicle maintenance work areas (shop floors).
2. All VMF tools and equipment related to the repair of vehicles used within the VMF.
3. All internal combustion engines used for vehicle maintenance on all non-fixed equipment, except for propane powered tugs or forklifts, lawn mowers, snow removing machines and sweepers that are used by plant maintenance.
4. All non-fixed body shop equipment (see B.3).
5. All non-fixed automotive test equipment.

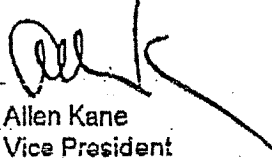
B. Plant Maintenance has the responsibility for:

1. Custodial work, i.e., swing room, rest rooms, stock rooms, offices, windows and common areas other than work bays.
2. Maintenance of overhead doors, exhaust systems, lines (air, hydraulic, water), electric lights, light and lubrication reels.

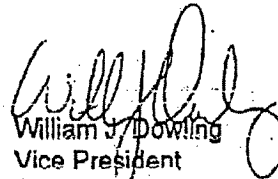
3. Maintenance of building structures and equipment (all fixed equipment which would remain if building were vacated).
4. Compressors and all lines attached.
5. Safety related equipment, i.e., fire extinguishers in building.
6. Electrical equipment using 110 to 480 volts, except A-5.
7. Parts/storage areas and shelving and construction thereof.
8. All building interior and exterior painting, i.e., floors, walls, ceilings, doors, etc.

While this list does not identify every piece of equipment that may exist at a VMF, these guidelines represent the division of responsibilities that will work most effectively based upon past experiences. If a situation arises where the expertise to resolve a needed repair does not exist, (i.e., floor hoist, heavy duty hydraulic equipment, etc.) contractor support may be utilized as appropriate.

Please disseminate this information to the appropriate managers. These guidelines should allow local managers to resolve any uncovered items.

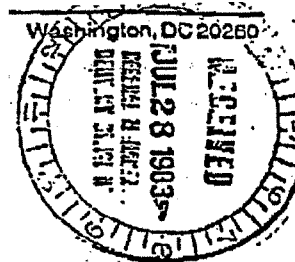


Allen Kane
Vice President
Operations Support



William J. Dowling
Vice President
Engineering

DATE: July 27, 1983
REF: DS420:RTomlinson:mbr:7242
SUBJECT: Maintenance Responsibility Guidelines



Regional Directors, Customer Services Department
Regional Directors, Mail Processing Department

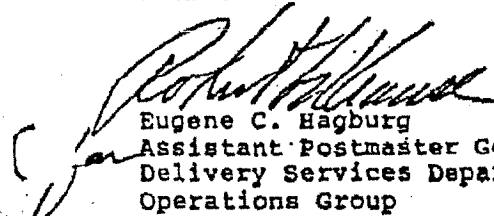
The following guidelines are provided to clarify both Vehicle Maintenance and Plant Maintenance responsibilities for Vehicle Maintenance Facilities (VMFs).

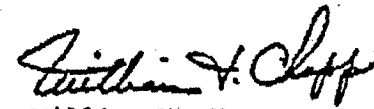
- A. VMFs have the responsibility for maintenance of:
 - 1. Vehicle maintenance work areas (shop floors).
 - 2. All VMF tools and equipment related to the repair of vehicles that are used within the VMF.
 - 3. All internal combustion engines used for vehicle maintenance on all non fixed equipment, except for propane powered tugs or fork lifts, lawn mowers, snow removing machines and sweepers that are used by plant maintenance.
 - 4. All non fixed body shop equipment (see B.3).
 - 5. All non fixed automotive test equipment.
- B. Plant Maintenance has the responsibility for:
 - 1. Custodial work, i.e., swing room, rest room, stock rooms, offices, windows and common areas other than work bays.
 - 2. Maintenance of overhead doors, exhaust system, lines (air, hydraulic, water), electric lights, light and lubrication reels.
 - 3. Maintenance of building structures and equipment (all fixed equipment which would remain if building were vacated).

RECEIVED
AUG 15 1983
MANAGER, FLEET OPERATIONS
MSG NORTHERN VIRGINIA 22081

4. Compressors and all lines attached.
5. Safety related equipment, i.e., fire extinguishers in building.
6. Electrical equipment using 110 to 480 volts, except A-5.
7. Parts/storage bins and shelving and construction thereof.
8. All building interior and exterior painting, i.e., floors, walls, ceilings, doors, etc.

While this list may not identify each and every piece of equipment that may exist at a VMF, these guidelines represent the division of responsibilities that will work most effectively based upon normal training and expertise. If a situation arises where the expertise to resolve a needed repair does not exist, (i.e., floor hoist, heavy duty hydraulic equipment, etc.) contractor support may be utilized as appropriate. These guidelines should allow local MSCs to resolve any uncovered items.


Eugene C. Hagburg
Assistant Postmaster General
Delivery Services Department
Operations Group


William V. Chapp
Assistant Postmaster General
Engineering and Technical Support
Department
Operations Group

cc: General Manager
Delivery Division
All Regions

General Manager
Maintenance Management Division
All Regions

RECEIVED
AUG 15 1983
MANAGER, FLEET OPERATIONS
MSC NORTHERN VIRGINIA 22102

Courtesy of:
Jim Wheeler & Gary Kloepper
APWU. AFL-CIO
816-942-7788 513-277-2798

RECEIVED

SEP 2 1994

CINCINNATI DIVISION, APWU

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

INFORMATION REQUEST
MAINTENANCE (CUSTODIAL) STAFFING SURVEY

TO: _____ TITLE: _____

FROM: _____ TITLE: _____

IN ACCORDANCE WITH THE NATIONAL AGREEMENT, INCLUDING ARTICLES 17 AND 31, AS WELL AS THE NATIONAL LABOR RELATIONS ACT, THE FOLLOWING REQUEST IS MADE.

THIS INFORMATION IS BEING REQUESTED TO DETERMINE IF A GRIEVANCE EXISTS.

1. THE COMPLETE AND CURRENT APPROVED CUSTODIAL STAFFING PACKAGE FOR

_____ FACILITY.

WE REQUEST THAT THIS INFORMATION BE SUPPLIED IN HARDCOPY AND/OR FLOPPY DISK OR CD FORMAT.

2. THE PREVIOUS COMPLETED AND APPROVED CUSTODIAL PACKAGE.
3. CURRENT STAFFING AUTHORIZATION LETTER FROM THE APPROVING AUTHORITY.

INFORMATION REQUEST
MAINTENANCE (MECHANIZATION -- WHEP) STAFFING SURVEY

TO: _____ TITLE: _____

FROM: _____ TITLE: _____

IN ACCORDANCE WITH THE NATIONAL AGREEMENT, INCLUDING ARTICLES 17 AND 31, AS WELL AS THE NATIONAL LABOR RELATIONS ACT, THE FOLLOWING REQUEST IS MADE.

THIS INFORMATION IS BEING REQUESTED TO DETERMINE IF A GRIEVANCE EXISTS.

1. *THE COMPLETE AND CURRENT APPROVED MECHANIZATION STAFFING PACKAGE FOR

_____ FACILITY.

WE REQUEST THAT THIS INFORMATION BE SUPPLIED IN HARDCOPY AND FLOPPY DISK OR CD FORMAT.

2. THE PREVIOUS COMPLETED AND APPROVED MECHANIZATION PACKAGE.
3. *CURRENT STAFFING AUTHORIZATION LETTER FROM THE APPROVING AUTHORITY.
4. *VMARS OR EMARS REPORT (Work Cost Summary by Acronym) TO COVER A FULL ONE-YEAR TIME PERIOD WITH AN ACRONYM SEARCH FROM A-Z.
5. *WEB-EOR MACHINE SUMMARY REPORT BY DATE TO COVER A FULL ONE-YEAR TIME PERIOD.

** Please note that Document-Data dates must be for the same year in each *item requested; i.e., 1. staffing package for 2001; 3. Staffing Authorization Letter for 2001; 4. VMARS report for 2001 and 5 WEB-EOR Report for 2001.*



LABOR RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

June 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,


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

RECEIVED

JUL 06 1994

JAMES W. LINGBERG
MAINTENANCE DIVISION



JOSEPH J. MAHON JR.
VICE PRESIDENT, LABOR RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

December 2, 1993

MEMORANDUM FOR AREA MANAGERS, CUSTOMER SERVICES
AREA MANAGERS, PROCESSING AND DISTRIBUTION
DISTRICT MANAGERS, CUSTOMER SERVICES
PLANT MANAGERS, PROCESSING AND DISTRIBUTION
MANAGERS, HUMAN RESOURCES (ALL AREAS)

SUBJECT: Local Union Information Requests

The National Labor Relations Board has informed me that some information requests made by union officials are being denied by local management representatives on the technical ground that the local union official has no authority to make an information request. It is not the Postal Service's intention to deny an information request on this technical ground and I would appreciate that this fact be communicated to all individuals responsible for responding to local union information requests.

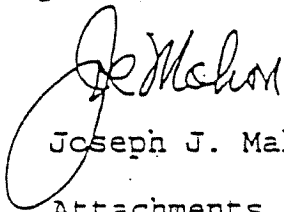
In addition, I would like to take this opportunity to reaffirm the general principle that the unions are entitled to all relevant and necessary information to perform their obligations as the representative of bargaining unit employees. Therefore, if the requested information has some bearing on an issue between the parties, it should be disclosed to the unions. If an information request is unclear, management should attempt to clarify the request, rather than denying the request on a technicality.

Finally, information requests should be timely answered and delays should be avoided. The fact that the information may not reside in the local unit is not sufficient to deny an information request, if management is aware that the information is accessible by alternative means.

If an information request is to be denied or a response cannot be timely answered, please have the individual handling the request advise the local union official explaining the basis for the delay or denial.

Also attached is a copy of a Board notice which has been posted in two geographic locations as a result of an informal settlement the Postal Service has reached with the Board.

Please share this memorandum with all personnel responsible for responding to union information requests.

A handwritten signature in dark ink, appearing to read "J. Mahon", with a large, stylized loop at the beginning.

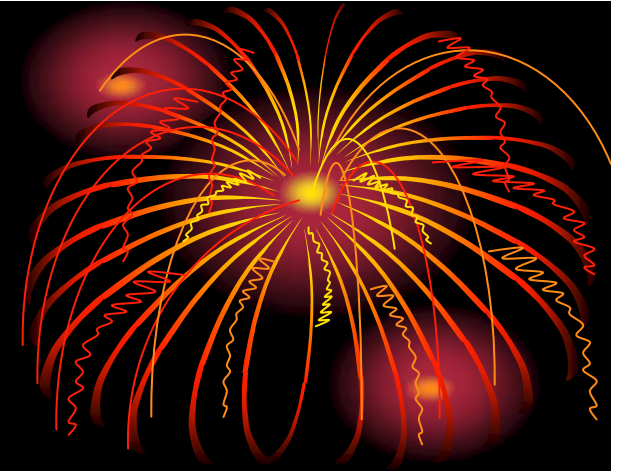
Joseph J. Mahon, Jr.

Attachments

cc: Mr. Jacobson
Mr. Green



Steven G. Raymer
Director



The APWU HQ Maintenance Team



Gary Kloepper
Assistant Director



Gregory B. See
Assistant Director



Idowu Balogun
Nat'l Rep @ Large

Presents . . .



**BUT, before we get
started ... Let's cover a
couple important items
outside of Article 38**

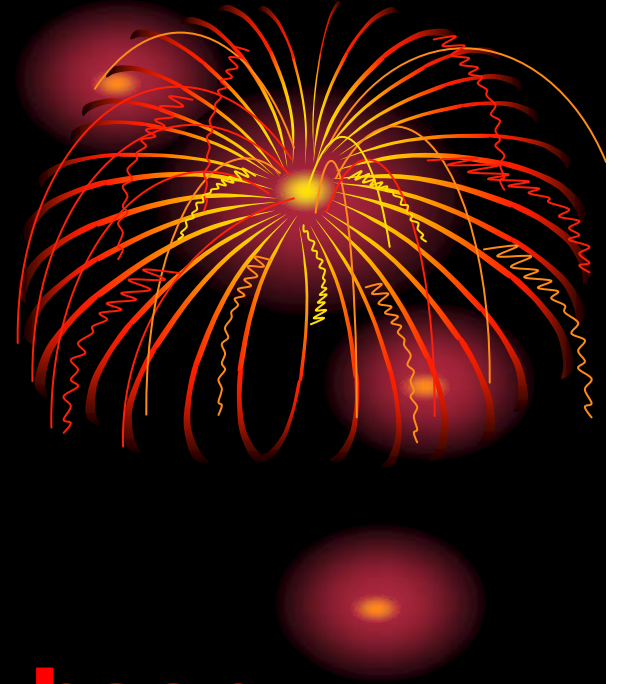
- **Such as:**

- **Contracting
and**
- **Upgrades**

Subcontracting

Article 32.1.C (new)

- **C. When a decision has been made at the Field level to subcontract bargaining unit work, the Union at the Local level will be given notification.**

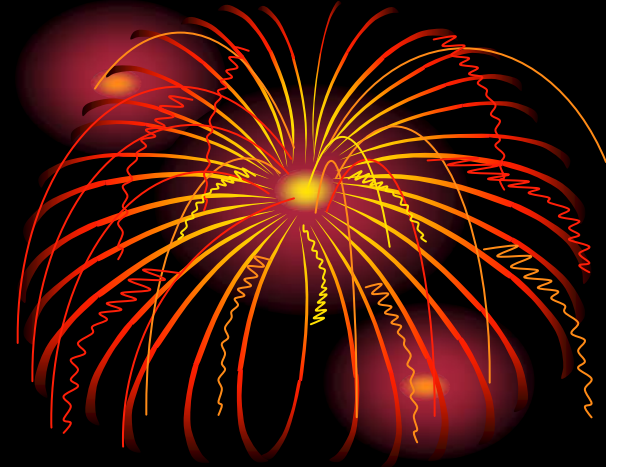


Maintenance views this as a significant gain



- **Covers any contracting out decision not made at the National level.**
- **Will help with any claims of ‘timeliness’ by local management.**
- **Does not alter or change any existing local agreement or resolution on local notification or input.**

Pay & Upgrades



EVERYONE will receive an upgrade !

- \$ All percentage wage increases are based on the September 2006 pay scale.**
- \$ 1.3% already paid retroactive to November 25, 2006.**
- \$ Step range at level 3 is \$366 - \$578**
- \$ Step range at level 11 is \$637 - \$758**

The Final Pay Raise



1.2% will be paid on November 21, 2009.

**\$ Step Range for level 4, Laborer-Custodial
(formerly level 3) is \$369 - \$553**

**\$ Step Range for level 10 ET (formerly level
11) is \$573 - \$680**



In Between is the Upgrade

**This upgrade equates to
2.6% across the board.
AND it is compounded onto
the prior 1.3% raise.**

It's not the number of your pay grade #
\$\$\$\$

\$\$ It's the **MONEY** in your pay grade \$\$

- The following pay chart shows difference between grades; NOTE the difference in pay (money) between the new grades 9 & 10.
- This is due to the elimination of old pay grades that did not have any incumbents.

In Between is the Upgrade



Full-Time Regular Basic Annual Salary Schedule

Effective February 16, 2008 (PP -2008)

RSC P and C (APWU)

Preliminary Upgraded Schedule. The March and September 2007 COLAs will be added to these salaries.

Old	New	Pay Step																	
		BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
2	3	30,801	31,806	32,811	33,816	34,821	35,826	36,831	37,836	38,841	39,846	40,851	41,856	42,861	43,866	44,871	45,876	47,006	
3	4	31,979	32,974	33,969	34,964	35,959	36,954	37,949	38,944	39,939	40,934	41,929	42,924	43,919	44,914	45,909	46,904	47,899	
4	5			35,735	36,672	37,609	38,546	39,483	40,420	41,357	42,294	43,231	44,168	45,105	46,042	46,979	47,916	48,853	
5	6			37,480	38,366	39,252	40,138	41,024	41,910	42,796	43,682	44,568	45,454	46,340	47,226	48,112	48,998	49,884	
6	7			39,322	40,158	40,994	41,830	42,666	43,502	44,338	45,174	46,010	46,846	47,682	48,518	49,354	50,190	51,026	
7	8			40,160	41,022	41,884	42,746	43,608	44,470	45,332	46,194	47,056	47,918	48,780	49,642	50,504	51,366	52,228	
8	9						46,478	47,123	47,768	48,413	49,058	49,703	50,348	50,993	51,638	52,283	52,928	53,573	54,218
← Note that 9 & 10 are gone!																			
11	10						49,656	50,423	51,190	51,957	52,724	53,491	54,258	55,025	55,792	56,559	57,326	58,093	58,860
12	11						50,831	51,645	52,459	53,273	54,087	54,901	55,715	56,529	57,343	58,157	58,971	59,785	60,599

Note the change in step waiting time for the upgraded levels 3 & 8.




Steps (From-To)	BB-AA	AA-A	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O	O-P	Years
Grade 3	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44		13.5
Grade 4	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36		11.1
Grades 5 - 7			36	36	36	36	36	36	36	36	36	36	36	36	36	36		9.7
Grade 8			30	30	30	30	30	30	30	30	30	30	30	30	30	30		8.1
Grades 9 - 11						30	30	30	30	30	30	30	30	30	30	30	30	6.9

- The new level four (4) custodial-laborers now have a 36 week waiting period vs. their old 44 week.
- Upgrades to level 8 have a 30 week waiting period.

ARTICLE 38



- There were significant changes to Article 38 from the 2000 Collective Bargaining Agreement. Certainly, not everything was achieved, but the changes do move the Craft forward toward their goals.



Also, some updating that reflects previously agreed upon items occurred, such as:

- **calendar year (e.g. Open Season date)**
- **pay levels (e.g. prior Upgrades)**

These items do not change or alter the meaning or intent of the Section in which they appear.

The new Article 38 contains the following changes:

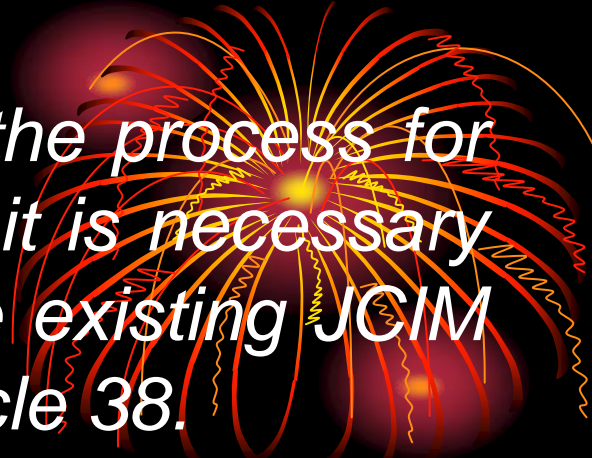
- **Article 38 Section 3.D.3** – *Installation Seniority will be identified on the current seniority list.*

D. Seniority Lists

A current seniority list shall be posted in each installation. A copy of an updated seniority list shall be furnished quarterly to the local Union. For each employee, it shall show:

- Service seniority.
- Seniority for preferred assignments.
- **Installation Seniority**





Article 38 Section 3.J – *Provides the process for breaking ties in seniority whenever it is necessary to do so. This is an example where existing JCM language was incorporated into Article 38.*

J. Seniority for Breaking Ties

When it is necessary to determine the seniority ranking for two or more employees who are **promoted, assigned, reassigned, hired or transferred** to vacancies in the same occupational group and level in the Maintenance Craft on the same day, the following shall be used to break any tie that might exist:

Article 38.3.J Tie-Breakers

1. Maintenance Craft Installation Seniority
2. Maintenance Craft Service Seniority
3. Total Maintenance Craft Service
4. Total Postal Career Service
5. Total Postal Service
6. Total Federal Career Civilian Service
7. Numerical by the last 3 or more numbers (using enough numbers to break the tie, but not fewer than 3 numbers) of the employee's social security number, from the lowest to highest.



Article 38.3.J Tie-Breakers



- **Tie breakers are applied in order until the tie is broken.**
- **Employees excessed into the maintenance craft under the provisions of Article 12 shall begin a new period of seniority.**

Article 38 Section 3.K

Significant new language (items 2-5)

- *Rights of Maintenance employee impacted by Article 12.*
- *'Saved grade' applies (no more 'protected rate')*
 - *Also applies to retreat/return to lower level*
- *Item 3 is for being excessed across craft lines within the installation*
- *Item 4 is when excessed out of the installation with or without a change in craft.*

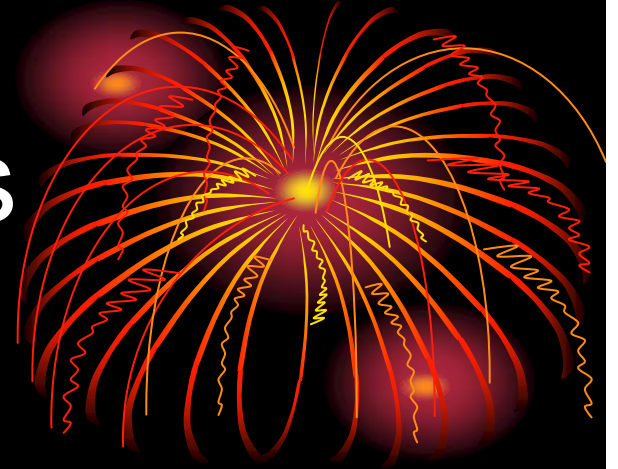
K. Excess Employees

1. Installation Seniority governs in identifying excess employees within an occupational group and level.
2. Employees excessed to lower level under Article 12 into or remaining in the Maintenance Craft shall receive saved grade. Employees receiving saved grade are required to request placement on Promotion Eligibility Registers in their former higher level.
3. When applying Article 12.5.C.5.a.(5), the first opportunity to return to the Maintenance Craft shall be to the first same or lower level duty assignment which remains vacant after the in-craft process for posting and filling duty assignments and for which the excessed employee is qualified.



K. Excess Employees

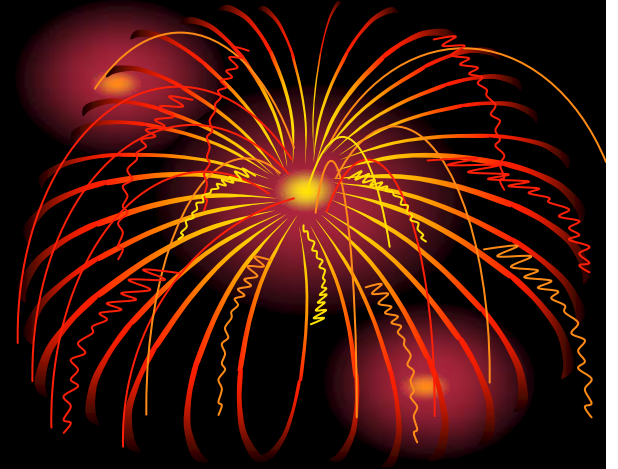
(continued)



4. When applying Article 12.5.C.5.b.(6), a Maintenance Craft employee can exercise their retreat right to any same or lower level duty assignment which remains vacant after the in-craft process for posting and filling duty assignments in their former installation and for which the excessed employee is qualified. Failure to exercise such retreat right results in the employee forfeiting future retreat rights to the occupational group and level for which the retreat was declined.

Excess Employees

(continued)




5. If return or retreat to the craft, under 3 or 4 above, is to a lower level duty assignment, the employee shall receive saved grade.

Article 38 Section 4.A.1

This section formerly contained four separate paragraphs lacking any further identification which covered distinctly different items or procedures. Formatting changes were made by combining two paragraphs into one and by identifying each paragraph so they could be cited properly. No language changes were made and these formatting changes were made to organize this Section without changing the meaning and intent of the language.



Section 4. Posting

- 
- A. In the Maintenance Craft all vacant duty assignments shall be filled as follows:
1. **a.** When a vacant or newly established duty assignment is to be filled, the Employer shall post for a period of seven calendar days, a notice of intent that the duty assignment will be filled using the appropriate preferred assignment selection register and/or promotion eligibility register, except for newly established positions as defined in Article 1, Section 5. Such positions shall be posted as they are created and assigned to the craft unit. A copy of the notice of intent shall be furnished to the local Union.
 - b.** When newly established positions as defined in Article 1, Section 5, are created in an installation or when an established position, for which no promotion eligibility register has been created, is added in an installation, the Employer shall post a notice on all official bulletin boards soliciting applicants for inclusion on the promotion eligibility register. The notice shall be posted for thirty (30) calendar days. The employees who apply will receive the results of their application(s) no later than one hundred fifty (150) days from the closing date of the application period, provided the applications have been properly completed by the applicants. Within fourteen (14) days of the date of the receipt of the promotion eligibility register results, a notice of intent to fill the position shall be posted and the position filled in accordance with the provisions of Article 38.
 - c.** In addition, any employee on sick leave or off-site training on the day of posting shall be furnished a copy of any applicable notice of intent. Employees absent for annual leave who have requested in writing, stating their mailing address, shall have a copy of any applicable notice of intent mailed to them.

Article 38 Section 5.A.2



Current JCIM language was incorporated into this section to clarify that employees list their Preferred Duty Assignment choices in numerical order on their Preferred Duty Assignment Selection Form.

Article 38 Section 5.A.2



2. The employee shall indicate preference(s) **in numerical order** for any vacancy that may occur during that year, including tours and days off **that they prefer over their current duty assignment.** Change in preferred assignment selections shall be submitted on or before January 31. If requested, an employee will be allowed to review the preferred assignment registers and the employee's own preferred assignment selection form(s). If the employee does not submit a change in preferred assignment selections during this period, existing preferred assignment selections shall continue.

Article 38 Section 5.B



- *The word “new” was removed from the description of the maintenance selection system, in 38.5.B.1 since it is no longer “new”. Current JCIM language was incorporated into this section regarding the posting in PERs in installations where an employee is domiciled as well as identifying that Part Time Regulars are listed on the PER below Full Time Regulars.*

Article 38 Section 5.B

Promotions



1. The Employer shall continue to maintain all existing promotion eligibility registers established under the maintenance selection system to be used for the purpose of filling vacancies in particular occupational groups and levels. A promotion eligibility register shall be established for each occupational group and level for which there is a position existing or newly authorized in an installation. Registers established under the maintenance selection system remain in effect throughout the life of this Agreement. Promotion eligibility registers developed by other than the maintenance selection system shall remain in effect until such time as new registers are established by a new maintenance selection system.

Article 38 Section 5.B.1

(continued)



If two or more maintenance occupational groups exist in an installation or in an installation where an employee is domiciled, a promotion eligibility register (PER) offering promotional opportunity for those occupational groups must be established in that installation.

Part-time regular employees are placed on the PER below full-time regulars.

Article 38 Section 5.B



- *Additional changes were made in 38.5.B.5 restoring the normal break points in postings to account for the recent upgrades.*

Article 38 Section 5.B.5



5. To fill a vacant duty assignment at levels PS-7 and above, a notice of intent will be posted to fill the vacancy and all residual vacancies using the preferred assignment eligibility registers and/or promotion eligibility registers, as necessary, until a level PS-6 Maintenance Craft vacancy occurs. To fill a vacant duty assignment at levels PS-4 through PS-6 a notice of intent will be posted to fill the vacancy and all residual vacancies using the preferred assignment eligibility registers and/or promotion eligibility registers, as necessary, until a level PS-3 vacancy occurs. To fill a vacant duty assignment at levels PS-3 and below, a notice of intent will be posted to fill the vacancy and all residual vacancies using the preferred assignment registers and/or promotion eligibility registers.

Article 38 Section 6

Significant changes were achieved in this section:



- *All job training selections are senior qualified volunteer within the occupational group, level and tour where the need for the skill exists.*
- *Involuntary selections will be made be made by inverse seniority.*
- *Distinctions in training selection based on pay level have been deleted.*
- *A minimum of two (2) weeks advance notice for training*

Article 38 Section 6



- *Duty Assignment lock-in for training courses which included mail processing equipment maintenance were modified. It is important to note the JCLM requires that an employee had to be notified of the lock-in prior to the beginning of training and that the notice is to be accomplished by indicating the lock-in on the notice of training billet(s) or by notifying the employee in writing.*

Section 6. Training

A. Maintenance Training

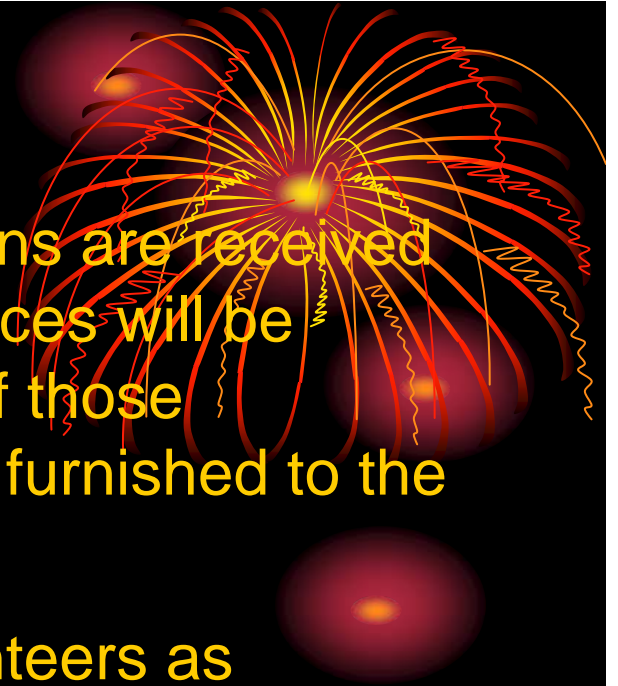


1. All Maintenance Craft job training opportunities will be offered first to the senior qualified volunteer within the occupational group, level and tour where the need for the skills exists. The Employer may choose not to select a volunteer who has attended training for 6 or more weeks during the previous 12 months.

Section 6. Training


A. Maintenance Training

2. As soon as approved training allocations are received at the installation, advance written notices will be published soliciting volunteers. A list of those volunteers shall be posted and a copy furnished to the local Union.
3. Only when there are no qualified volunteers as provided for in 1 above, will involuntary selections be made for training. **Involuntary selections will be made by inverse seniority.**
4. Employees selected for off-site training will be given as much advance notice as is reasonably possible. **Additionally, two (2) weeks notice will be given.**



Section 6. Training

A. Maintenance Training

- 
5. Upon completion of a **job** training course of two (2) or more weeks duration, which includes mail processing equipment maintenance as part of its curriculum, an employee may be required to remain in **the duty** assignment for **which the training was intended for** a period of **six (6)** months. For a **job** training course of three (3) or more weeks duration, the employee may be required to remain in **the duty** assignment for a period of **nine (9)** months. For a **job** training course of six (6) or more weeks duration, the employee may be required to remain in **the duty** assignment for a period of **twelve (12)** months. The above applies unless:
- a. the employee advances to an assignment in higher level;
 - b. the duty assignment is eliminated;
 - c. because of substantiated medical or health reasons whereby continuation in the assignment would be harmful to the employee; or
 - d. the employee has been required to remain in **the duty** assignment(s) for twelve (12) cumulative months during the life of this Agreement.
6. The Union, at the national level, will be furnished annually a copy of the yearly allocation of training billets.

Article 38 Section 7.E

Two major changes were made to this section:

- 1. Prohibiting a Maintenance employee from accepting a Preferred Duty Assignment or a Promotion while detailed to a non-bargaining unit position.*
- 2. In order to avoid circumvention of the intent of this provision, an employee must remain in the Maintenance Craft for a minimum of one continuous pay period, meaning an actual pay period of Saturday through Friday.*



E. Non-Bargaining Position Detail



Maintenance employees temporarily detailed to a non-bargaining unit position are ineligible to accept any **promotion or** preferred duty assignment(s) while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a non-bargaining unit detail and returning to their craft position. Upon return to their craft position, such employees are eligible to accept any **promotion or** preferred duty assignment(s) for which they have properly bid.

E. Non-Bargaining Position Detail (con't)



The duty assignment of a full-time maintenance employee detailed to a non-bargaining unit position, including a non-bargaining unit training program, in excess of four (4) months shall be declared vacant and shall be posted and filled in accordance with the provisions of this Article. Upon return to the Maintenance Craft, the employee will become an unassigned regular. An employee detailed to a non-bargaining unit position **must return to the craft for a minimum of one continuous pay period to prevent circumvention** of the intent of this provision.

E. Non-Bargaining Position Detail (con't)



Form 1723, Notice of Assignment, shall be used in detailing employees to temporary non-bargaining unit positions. The employer will provide the Union at the local level a copy of Form(s) 1723 showing the beginning and ending time and date of all such details.

Employees detailed to non-bargaining unit positions are not entitled to outside of schedule overtime (premium).

AND IF YOU THINK
THAT IS GOOD ...
JUST WAIT UNTIL
NEXT TIME ...

