
AMERICAN POSTAL WORKERS UNION

AFL-CIO

WILLIAM BURRUS, PRESIDENT

**SUBCONTRACTING
GRIEVANCE
GUIDELINES**

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INTRODUCTION

The Maintenance craft has been subjected to subcontracting on an ever-increasing basis over the years. The USPS has done so claiming contractual rights. The language in our Collective Bargaining Agreement has remained essentially unchanged. The contract does not prohibit subcontracting. It does provide limits and restrictions on the determination and awarding of these subcontracts. Arbitrator Bloch wrote "The impact of a changing technology upon the workforce has posed problems to both Management and Labor not easy of solution." We in the Maintenance craft are faced with economic changes that are also not easily solved. As representatives of our craft we are tasked with policing the contract. It is our duty to abide by the language of our contract. It is also our duty to enforce the language. The primary methods that we can exert pressure to control our future is through contract negotiations and the grievance procedure. Management is not granted any rights over and above those granted to the Union. Management directs and in the interest of the employees the UNION grieves when it objects.

Maintenance Issues Volume 5 states the purpose for which we file subcontracting grievances. "The UNION files grievances on subcontracting because career postal service positions are not being maintained".

To maintain the maintenance craft positions we must demand that Management adhere to the contractual language as numerous arbitrators have consistently interpreted it.

The information in this guideline is just that, a guideline. It was compiled from many sources and with the help of many UNION stewards and officers. Included is the Central Region Workbook as a valuable resource guide.

This material was gathered in an attempt to give an insight to subcontracting grievances. The procedures and methods can guide you through developing and arguing subcontracting issues.

Hopefully this guideline will provide you with the information and some of the documentation and reduce your research time.

In subcontracting grievances it has been established through arbitration two points which must be proven by the Union to shift the burden of proof to management.

- (1) There was work subcontracted.**
- (2) There were qualified maintenance craft personnel.**

You will read many times in the information provided in this guideline and in the workbook that after you have proven the two initial points above your grievance will be centered on Management's decision process in determining the need for the subcontract.

Regardless of the Union's ability to shift the burden of proof to management, the Union must request the documents used and the name of the official making the

decision. The Central Region Workbook contains an important warning “GET IT IN WRITING”.

The starting point for every grievance should be “TIMELINESS”. The Central Region Workbook pages 4 and 5 provide information on timeliness.

As you know all grievances contain variables and subcontracting is no different. This guideline is not written in stone. Should you have or develop methods procedures or arguments that are good or bad share them. Do not forget there is strength in numbers and knowledge.

STATEMENTS

Regardless of how the subcontract is brought to your attention you will need to obtain statements. The Central Region Workbook covers statements on pages 11-15.

Statements should attempt to provide as much of the following information as possible.

- 1. State the type of subcontracting being performed.**
- 2. State the specific tasks being performed by the subcontractor.**
- 3. How many subcontract employees are being used?**
- 4. During what hours was the work performed (day of week and hours).**
- 5. How long did they work? (i.e., two hours a day for three days on tour three)**
- 6. Were Local and OSHA safety policies and regulations followed?**
- 7. What types if any of equipment was used? (vertical-lift, pressure washer, paint sprayer etc.).**
- 8. Were special chemicals or procedures used? If so was MSDS available and proper personal protective equipment available and used.**
- 9. Did Management inspect or oversee the work?**
- 10. Did bargaining unit personnel follow behind to complete, perform again, or repair incomplete or inferior workmanship.**
- 11. Have these tasks or similar tasks been performed in the past by bargaining unit employees? Give levels, occupational groups, and approximate dates.**
- 12. Were bargaining unit/non bargaining unit personnel used to assist and/or work with the contractor.**
- 13. Include with the employee's statement the employee's base hourly wage, step and level if the subcontract affects their occupational group and level.**

REQUESTS FOR INFORMATION

The Central Region Workbook pages 7-9 provide an approach to requests for information.

Initial Request

As provided in the Maintenance Volume 5 there are (10) ten basic items to be requested.

- 1) Any and all documents considered in the process of making the decision to subcontract. Including Solicitation for bids, bids, and the award, or warranties.**
- 2) Name of the official making the decision to subcontract.**
- 3) Return on investment. (Usually applies to the difference between contract versus in house)**
- 4) Statement of the work to be/or being subcontracted. (detailed)**
- 5) Decision analysis report on the cost comparison.**
- 6) Copy of the contract.**
- 7) Number of hours used to complete the contract. (including prep)**
- 8) Total cost of the contract.**
- 9) Copy of the authorized compliment. (Staffing Package)**
- 10) Number of employees on the rolls by occupational group and level**
- 11) Hours of work. (dates and times)**

This request should precede your step one to allow sufficient time for a response. This initial request historically produces few or no results.

Second Request

At the completion of your step one. If Management claims that the Union has been provided with all pertinent information make note of this on your step 2 appeal and your information log. The Central Region Workbook contains a sample log on page 9. You should submit a second request and identify it as such . This request should mirror your initial request for items not provided. Add any items discussed at step one, such as MSDS if special chemicals were used, types of special equipment or tools, warranties or any further information introduced in the step one meeting. Make a note of any and all documents received. Include content and date and time.

Third Request (if needed)

At the beginning of the step two meeting a verbal request for the requested information should be given. Review any documents provided and add them to your previous notes. You should also note the lack of documentation requested. If Management agrees that further information is forthcoming make note of this and submit a third request marked as such. If Management claims all documents used in the decision process have been provided make note of this and include it on your Corrections and Additions as well as your Step 3 Appeal.

SUBCONTRACTING

STEP ONE

Timeliness is the first issue in the filing of any grievance. Grievances should be filed in accordance with Article 15 when advance notice is given, the actual work is performed, or in any instance where the Union has become aware of the possibility of subcontracting. Upon receipt of information you have requested review and if needed request in writing if there has in fact been a decision to subcontract.

Articles in violation: 1,5,7,19,32

Supporting Articles: 7,8,9,38

A) PROBLEM: 1) The UNION contends that the subcontracting of was improper.

2) The UNION contends that there are qualified APWU bargaining unit maintenance unit employees to perform the tasks in question.

3) The subcontracting in question is in violation of Article 32. Specifically the USPS did not give "due consideration" to the factors as outlined under this article.

4) A violation of Article 19 occurred when the subcontract was awarded outside the limitations of the ASM chapter 5 (535.111 or 535.112).

B) BACKGROUND: Fill in this section using the information provided in your statements and from any documentation you have received.

Establish the following:

(1) That subcontracting has occurred.

(2) That bargaining unit personnel have performed or are capable of performing the work in question.

C) DOCUMENTS: List all documentation you have at the time of the step 1 meeting. Any documents received as a result of you information request should be logged. (See Central Region Workbook pg.9)

D) REMEDY: Make the grievant(s) whole, including but not limited to: Pay the APWU designated maintenance craft employees at the appropriate rate for work hours performed by subcontracting. If the hours are not available, then pay the cost of the contract less materials.

E) MANAGEMENT'S RESPONSE: Give a short narrative of your discussions and the decision given. Make note of any documents mentioned as utilized in the decision process.

INFORMATION REQUEST: Submit a second request for information for documents not received as well as any documents discussed as being used in the decision process.

STEP 2 APPEAL

Your appeal should be based upon the information you have received and the response presented by the step 1 designee. The step one meetings usually do not provide you with the information you have requested. Management's response is most often very broad.

Your appeal should be a detailed narrative of the step 1 meeting.

Address each of the contentions made in section A of your step 1 worksheet detailing the response given. Pay particular attention to establishing that the subcontract work was done, and the bargaining unit personnel have in the past or are capable of performing the work in question.

Develop a timeline for the events up to and including the step 2 appeal.

List all documentation received, and make sure you have made a second request for documents not provided.

A lengthy step 2 appeal is not necessary. Your time would be better spent preparing documentation, statements, and other documents.

Remember, prove the subcontract work was done and that bargaining unit personnel have done or could have done the work in question. With that shown you can begin to challenge the process by which the subcontract was awarded and the decisions made and reasoning used in determining the award of the subcontract.

It is important to include only the arguments provided by Management at step one. Do not fall into the trap of trying to argue everything at step one.

STEP 2 MEETING

Prior to meeting at step 2 you should request and review the following:

- A. Copy of the 2608 (step 1 decision).**
 - B. All documentation previously requested and not received.**
 - C. Log times and dates of information received.**
 - D. Read the arguments provided in the sample opening statement, the argument section, and the arbitration's provided in this guideline and the Central Region Workbook.**
-
- 1) At the step 2 meeting make another verbal request for the 2608 (if not received) and previously requested information not yet received.**
 - 2) Log times and dates of any information provided. Update your timeline.**
 - 3) Review the request for information with the step 2 designee and make note of any missing items. Make a verbal request for the missing items and note any items said to be unavailable.**
 - 4) Review any information received before continuing the meeting.**
 - 5) If 2608 is provided compare it with the step 1 worksheet and the step 2 appeal. Make note of the differences if any and discuss them with the step 2 designee.**
 - 6) Take time to update your timeline with any new information as well as your list of documents received.**
 - 7) Discuss the subcontracting and make note of any pertinent information.**
 - 8) Review the contentions made at step 1. Establish management's step 1 decision as given or as the 2608 details.**
 - 9) Restate your arguments on Articles 19 and 32 in general and address specifically only the items raised by management. Make note of the points raised by management to compare with the step 2 decision letter.**
 - 10) Inform the step 2 designee that failure to provide the requested information will result in adding Articles 15, 17, and 31 as contractual violations. Make your second request adding items based on Management's justifications.**
 - 11) You have the option of filing a separate grievance and/or an Unfair Labor Practice charge. Do so only after consulting your local president and craft director.**

STEP 2 DECISION LETTERS

Article 15.2(step 2)f contains the procedures and time limits for management to furnish a written decision.

Your corrections and additions are the last chance to rebut or argue before the grievance moves out of your immediate control and will be based on your step 2 meeting and the decision letter.

Carefully read the letter completely before making any notes. Read the letter a second time making note of new arguments or changes from the step 2 meeting.

Review any documentation accompanying the decision letter. Make note of any items listed but not provided. Log and enter these into your timelines.

Make entries on your timeline using any dates provided in the letter. Making note of any discrepancies from previous dates. It is important to compare your notes of the step 2 meeting with the decision letter.

It is helpful to list all arguments as you read. This will allow you to address each in your corrections and additions.

Pay particular attention to the factors of Article 32 and the decision process used if any.

Should Management fail to provide you with a written decision you do not have the option of submitting corrections and additions. You are limited to your step 3 appeal. Make your appeal as complete as possible under the provisions of Article 15.2(step 3)h and Article 15.2(step 3a) "and shall specify the reasons for the appeal".

CORRECTIONS AND ADDITIONS

Article 15.2(step 2)g contains the procedures and time limits for corrections and additions.

Your corrections and additions are based on the step 2-decision letter provided by Management and your notes from the step 2 meeting.

Corrections and additions give you an opportunity to fine tune your arguments based on the results of your review of the decision letter.

Arguments given in the decision letter not addressed at the step 2 meeting should be noted and rebuttal given.

Additional information received should be reviewed, logged, and argued as needed. Modify your timeline and make note of any discrepancies from previous documents.

Be sure to include your request for information log and your timeline in the corrections and additions. Reference them in your arguments.

Review your requests for information and add a violation of Articles 15, 17, 31 for failure to fully disclose all information needed to develop all necessary facts. Make note of the decisions made by management based upon documentation not provided.

STEP 3 APPEAL

The step three appeal is an administrative step in the grievance/arbitration process. Your appeal should make reference to the step 2 appeal as well as your corrections and additions. Should for any reason no decision be provided from step 2 your appeal should contain detailed account of the issues discussed at the step 2 meeting specifying the reasons for the appeal.

As stated in Article 15.2(step 2) "Any appeal must include copies of:

- (1) the standard grievance form**
- (2) the Employer's written step 2 decision, and if filed,**
- (3) the Unions corrections and additions to the step 2 decision.**

DOCUMENTATION

Supporting documentation provides the foundation of your grievance. The following documents along with your requested information will provide the basis for all arguments you will make. The Central Region Workbook pages 11-14 cover documentation as well as information.

- 1. Advanced notification. Any notice or document concerning the subcontract. For example did Management provide notice of closure of an entrance, parking lot, driveway, or that the subcontracted work was to be performed. These may have been part of Safety/Service talks. If not submitted as a document, obtain statements of the verbal notification and the date/time of notification.**
- 2. Copy of the appropriate sections of the ASM 535.111 or 535.112 etc.**
- 3. Copy of Article 32.**
- 4. Copy of the impacted occupational group and level standard position description as well as the qualification standards. These are found in the EL-201& EL-303.**
- 5. Prior subcontracting arbitration or grievance settlements from your facility.**
- 6. Log of requested documents and their date of receipt. (See Central Region Workbook page 9)**
- 7. Timeline. A timeline is often helpful to determine the order of events surrounding a subcontract. A timeline will allow you to properly track when documents were signed, bids were awarded, etc..**
- 8. Your notes. Any notes you make to yourself should be separated, stapled together and identified as "FOR UNION EYES ONLY". This package will also serve as reminders for the stewards involved when the case eventually makes it to arbitration.**
- 9. Employee training records.**
- 10. Employee certifications and or licenses.**
- 11. Employee work records and schedules for the time of the subcontracting work.**

TIMELINE/LOG

When documenting subcontracting grievances you should keep a timeline of events relating to the work and the grievance/arbitration procedures.

A sample timeline would include:

- (1) date of determination the work was needed**
- (2) date of bid solicitation**
- (3) date of bid award**
- (4) date of decision analysis**
- (5) date subcontracting started**
- (6) date subcontracting ended**
- (7) date of the step 1**
- (8) date of request for information**
- (9) date of step 1 decision**
- (10) date of step 2 appeal**
- (11) date of the step 2 meeting**
- (12) date of step 2 decision**
- (13) date of corrections and additions**
- (14) date of step 3 appeal**

A log of information requested and received would include:(see sample Central Region Workbook page 9).

- (1) first request for information**
- (2) dates of receipt of any items requested**
- (3) second request for information**
- (4) dates of receipt of any items received**
- (5) date of step 2 verbal request for information**
- (6) date of receipt of any items requested**
- (7) third request for information**
- (8) date of separate grievance if any on information denial (Art. 15,17,31)**
- (9) list of any items Management claims are irrelevant**
- (10) list of items Management says are unavailable and reason**
- (11) request for official making the decision**
- (12) request for status of the decision**

**Use the timeline and log as reference when writing your appeals at all steps.
Refer to the timeline when making your "due consideration" arguments.
Use both to track and identify documents exchanged during all steps.**

A timeline will show when there are inconsistencies in Management's attempt at a good faith effort to give "due consideration" as well as "economically advantageous".

A. PUBLIC INTEREST

- 1) Directly impacts mail delivery
- 2) Indirectly impacts mail delivery
- 3) Is in the public's best interest

B. COST

- 1) CBA does not require a cost comparison
- 2) A cost comparison was not available
- 3) Sufficient workload for all employees
- 4) Overtime would be required to complete

A. PUBLIC INTEREST

- 1) Determine the impact on mail delivery
- 2) Does the work affect service standards
- 3) Effect on public access or just convenience

B. COST

1. Cost comparisons are not required nor are they barred
2. Unavailability or refusing to produce a cost comparison hinders the UNION. These papers submitted should be considered documentation after the fact
3. Management is tasked by both the MS-1 and MS-63 with establishing a staffing level capable of maintenance, repair, of postal buildings, grounds and equipment
4. The CBA does not require management to utilize overtime nor does it prohibit the use of overtime. By agreement postal service employees may be worked up to 12 hours in a day and 60 hours in a week.

Management by making the claim the work would require use of overtime assumes the burden of proof. A simple assertion is not sufficient. Management must show overtime would have been unavoidable and due to legitimate and sound business reasons.

C. EFFICIENCY

1. Subcontracting provides expert and/or skilled labor
2. Other facility equipment would be affected
3. Warranty
4. Liability

C. EFFICIENCY

EFFICIENCY is defined as producing the desired result with a minimum of effort, expense, or waste

1. Are bargaining unit employees qualified/skilled and capable of producing the desired result.
2. Management is tasked with providing comprehensive planning that best utilizes available; labor resources, repair parts, supplies, and time allocated for maintenance activities including staffing. Efficient management of resources would result in almost no need for subcontracting.
3. Upon receipt of any warranty information review to determine if it covers installation, materials, equipment, or a combination. On installation and equipment contact manufacturer to determine if installation by bargaining unit would void the warranty. Materials could be under warranty if not applied by authorized users. If management claims warranty would be void, again just stating this does not make it so. The burden of proof falls on management to show this would be the case.
4. The USPS assumes liability for any work subcontracted or otherwise. The subcontractor would be subject to the provisions of the contract.

D. AVAILABILITY OF EQUIPMENT

- 1) Specialized equipment not available
- 2) Specialized equipment cost prohibitive

E. QUALIFICATION OF EMPLOYEES

- 1) Insufficient personnel to perform normal duties or other ongoing projects
- 2) Bargaining unit employees are not capable of performing a project this size
- 3) All qualified and available employees are scheduled elsewhere

D. Availability of equipment

1. Documentation provided to show that specialized equipment was available (rental) or could be purchased at a reasonable price or borrowed from another facility. Was the equipment actually used?
2. Research and counter USPS claims with documentation of pricing of equipment used by the subcontractor or a comparable substitute. Was the equipment actually used?

E. QUALIFICATION OF EMPLOYEES

1. Insufficient personnel is not a determination of QUALIFICATION. Article 32 addresses "AVAILABILITY" only with respect to equipment. Any question of availability should have been answered by a cost comparison and/or Management's EFFICIENCY argument. When you show qualified bargaining unit employees on the roles your argument is due consideration.
2. Project size is not a consideration of qualification for the same reasons as in item 1.
3. This argument acknowledges qualified employees. Again availability is not a determination of qualification.

ASM ARGUMENTS

Article 32 sections 1 and 2 contain the contractual provisions negotiated to limit subcontracting. This language includes "National notification" and the "Due Consideration" factors.

The ASM arguments will in some ways mirror your Article 32 arguments. The ASM applies more specific restrictions to subcontracting in relation to the "General Principles" of Article 32. The ASM restricts subcontracting of work customarily performed by bargaining unit maintenance craft personnel.

Section 531.21 defines Plant and Postal Equipment.

Section 532.2 identifies the authorizing and approving official and tasks the USPS to use Postal Service personnel when feasible. This section also states the limited exceptions to personnel, time, special equipment, or cost limitations.

Section 534 contains further examples and definitions of categories and types of equipment.

Section 535 concerns Maintenance Service Contracts specifically Section 535.111 and 535.112 address Postal, Facility, and Plant Equipment. These sections concern the different provisions for the two types of equipment.

ASM ARGUMENTS

MANAGEMENT

(1) PERSONNEL

A. QUALIFIED

B. AVAILABILITY

C. USE OF OVERTIME

UNION

(1) PERSONNEL

- A. Provide certifications and licenses of employees. Show work orders and/ or statements showing work has been performed by the bargaining unit in the past or has been performed in a previous job by bargaining unit employees on the rolls.
- B. The justification for availability should and can be made by a properly prepared cost comparison. Availability is not a factor of personnel but efficiency.
- C. Staffing Package will show if the facility is properly staffed. Unjustified understaffing constitutes a manufactured claim for use of overtime. Has Management shown time critical conditions for the completion of the subcontract. The CBA does not prohibit use of overtime. Has Management shown legitimate and sound business reasons that would limit the completion of the contract work to use of overtime hours?

MANAGEMENT

UNION

(2) TIME

(2) TIME

A. TIME RESTRAINTS

A. This argument would be based on the documentation provided. A claim by Management is not sufficient; Management must show time restraints that are legitimate and unavoidable.

B. EXCESSIVE TIME TO COMPLETE

B. The argument given for A. above accompanied by documentation barring Management from reassigning personnel from lower priority work. Utilize your timeline to show ample time for scheduling from the discovery of the need for the work and the actual start date.

(3) SPECIALIZED EQUIPMENT

(3) SPECIALIZED EQUIPMENT

A. AVAILABILITY

A. Was specialized equipment actually utilized. If so was comparable equipment available at a reasonable cost, for rent or lease, available from another facility (ASM 536.23). Can the subcontract be completed without specialized equipment?

B. QUALIFICATION OF EMPLOYEES

B. Have bargaining unit employees operated the stated equipment or similar equipment or have the ability to utilize the equipment.

(4) COST LIMITATIONS

(4) COST LIMITATIONS

The USPS has not shown by documentation or a properly prepared and developed cost comparison proving it has acted in good faith following the decision process for awarding subcontracts.

ADDITIONAL ARGUMENTS

BASED ON:

Lack of info requested

Statement of work provided

Absent statement of work

Availability (Overtime)

UNION RESPONSE

Because Management failed to provide information or evidence to be discussed at the step-2 meeting, arguments based on subsequent documentation or evidence not noted as forthcoming are not admissible.

Bargaining unit maintenance employees have previously performed or are qualified to perform the tasks associated with the type of work defined in the statement of work.

Bargaining unit maintenance employees are qualified to perform the tasks subcontractors were observed performing.

Overtime is not a proper factor under the terms of the contract as defined by Article 32. Overtime is properly entered into consideration by means of a properly prepared cost analysis.

Availability (Staffing)

Staffing is not a proper factor under the terms of the contract as defined by Article 32. If bargaining unit employees are qualified, and the tasks involved in the subcontract constitute a standard duty and responsibility of their occupational group as defined by the job description to argue they are unavailable due to routine scheduled maintenance is flawed. With this argument Management is in effect arguing that it would never be able to assign any work other than routine preventative maintenance to the bargaining unit. All other corrective, predictive, or operational maintenance would have to be subcontracted. This in no way can be considered normal staffing criteria. The MS-63 and Management's own job description task them with determining a suitable level of staffing.

Equipment or task complexity

By making this statement without documentation Management has failed to establish that the task or the equipment is of an unusually complex nature requiring a subcontractor as the only practical source of the required technical expertise.

Types of work:

(1) New Construction

- (1) The MS-63 section 433.11 defines new construction. Subcontracting of new construction falls under the contractual language of Article 32.

(CONTINUED ON NEXT PAGE)

Types of work (continued)

- | | |
|--|---|
| <p>(2) Installation and not modification</p> <p>(3) Scheduled at the national level</p> <p>(4) Renovations and additions</p> <p>(5) National contract award</p> <p>(6) Time restrictions or emergency</p> | <p>(2) Installation of newly acquired equipment not including modification would be subject to the contractual provisions of Article 32. (see item 4)</p> <p>(3) This claim falls under the additional language provided in Article 32 sec.1b. Any claim made to this would require proof. Contact your national officers with the contract number for verification.</p> <p>(4) Claims to subcontracting of this nature are controlled by the language of Article 32. The MS-1 section 6-2 states the procedures required to initiate repairs and alterations of structures. The Engineering Change Board (ECB) authorizes modifications to equipment through Modification Work Orders (MWO) and Software Modification Orders (SMO) as defined in Appendix 9 of the MS-63.</p> <p>(5) This claim is subject to the provisions of Article 32 sec.1a and 1b. Contact your national officer to establish the subcontract as a national award.</p> <p>(6) In addition to Article 32 and the ASM any claim to subcontract for these situations would require documentation.</p> |
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CONTRACTUAL PROVISIONS

Article 1: Article 1 recognizes the APWU as the exclusive bargaining representative of maintenance employees. Section 4 states "this Agreement shall be applicable to all employees in the regular work force of the USPS as defined by Article 7". When the USPS fails to recognize the Union and the Collective Bargaining Agreement the Union has a right as well as an obligation to represent the interest of the employees. The subcontracting of work normally or capable of being performed by the bargaining unit has an adverse effect on the UNION creating prejudice to the status and integrity of the representation provided by the UNION.

Article 3: Management in defense of their actions raises Article 3, however the rights granted to management by this article are conditional. Article 3 states "... subject to the provisions of this agreement and consistent with applicable laws and regulations...". These rights may be exercised only in conjunction with the APWU bargaining unit employees covered by this collective bargaining agreement. Subcontracting is restricted to the contractual provisions of Articles 19 (ASM 535) and 32.

Article 5: Article 5 provides contract language prohibiting unilateral action. The award of subcontracts outside the limitations provided by Articles 19 and 32 directly affect the wages, hours and other terms and conditions of employment provided to the bargaining unit by the collective bargaining agreement.

Article 7: Article 7 provides the contractual language concerning employee classifications. This article defines the regular workforce as referenced by Article 1. Section 2 provides for employment and work assignments.

Article 8: Article 8 concerns hours of work. This article is included to provide for the remedy requested.

Article 14: Article 14 contains the contractual language pertaining to safety and health. At all times safety is an implied factor but

any decision based solely on safety does not meet the requirements of Article 32. It is fair and reasonable to use safety as a consideration when assessing the qualifications of the bargaining unit.

Article 15: Article 15 contains the contractual language governing the grievance-arbitration procedure. Specifically section (2) Step 2 (d) states "The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article 31". The UNION has two options available when little or no information is provided. (1) The UNION at arbitration can ask the arbitrator to exclude the evidence withheld, and/or ask the arbitrator to resolve the grievance in favor of the UNION. (2) The UNION can file a separate grievance with a remedy requiring compliance with the request for information. Failure to provide the relevant requested information has prejudiced the UNIONS position. For management to argue that the UNION then has provided no argument, much less a basis for the grievance, is a self fulfilling defense providing a burden of proof for the UNION that is impossible to provide.

Article 17: Article 17 section 3 defines the rights of a steward to request and obtain access through the appropriate supervisor documents files and other records necessary for processing a grievance or determining if a grievance exists. As stated in Articles 15 and 31 the violation is the same.

Article 19: Article 19 provides for those handbooks, manuals, and published regulations that directly relate to wages, hours, or working conditions. These include but are not limited to; ASM(section 535), MS-1,MS-47,MS-63,and EL-201, EL-202,EL-303 as they relate to the issue of this grievance.

Article 31: Article 31 section 3 specifically addresses information, the request for and furnishing access to. As stated under Articles 15 and 17 the violation remains unchanged.

Article 32: Article 32 provides the contractual language governing subcontracting. This article provides the five factors to be given "due consideration" when making a determination to award a subcontract. Management has failed to provide evidence to show a good faith effort was made to evaluate those factors before making the decision to subcontract.

Article 38: Article 38 is the contractual language provided exclusively for the maintenance craft. This article is provided to support the contentions of this grievance.

**Maintenance
Subcontracting
ASM 535.112
Facility & Plant
Equipment**

**Grievance
Worksheet**

Maintenance Issues Volume 5

Purpose of Grievance

The Union files grievances on subcontracting because career postal service positions are not being maintained. The employer is having work done by career employees , farmed out to non union workers in many cases. The bargaining unit is harmed because we could perform the work in question. The Union contends the work by the contractor should be done by career postal workers. The Union also contends the ASM Chapter 5 does not give management a blanket right to subcontract.

Grievance Number

Union Contentions [FACILITY AND EQUIPMENT SUBCONTRACTING]

The United States Postal Service contracted work without a valid cost comparison. The employer was not able to determine if it was economically advantageous to subcontract. Bargaining unit employees were available and qualified to perform the work at a savings.

REMEDY

Compensate the APWU Maintenance Craft employees designated by the union the appropriate rate for work hours performed by the contractors. If hours are not available, then compensate the cost of the contract less materials.

ART 35.
Defination of Installation to include
all stations /branches.

AMERICAN POSTAL WORKERS UNION, AFL CIO

Grievant / Union APWU	Nature of Allegation Subcontracting
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Date of Request 12-11-2000

To: I. Baldwin Title: SMO
From: Ray Wilson Title: Steward

Subject: REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO
PROCESSING A GRIEVANCE

We request that the following documents and / or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so their relevancy to the grievance:

1. Return on Investment
2. Statement of work
3. Decision Analysis Report on Cost Comparison
4. Copy of contract
5. Number of hours used
6. Total Cost
7. Copy of total authorized compliment
8. Number of employees on rolls by occupational group and level.
9. Hours of work
10. All documents related to the subcontract (solicitation and award)
11. Copy of 2608 - USPS Step 1
12. Copy of 2609 - USPS Step 2

NOTE: Article 17, Section 3 requires the Employer to provide for review of all documents, files, and other records necessary in processing a grievance. Article 31, Section 3 requires that the Employer make available for inspection by the Unions all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement. Under 8a(5) of the National Labor Relations Act it is an Unfair Labor Practice for the Employer to fail to supply relevant information for the purpose of collective bargaining. Grievance processing is an extension of the collective bargaining process.

☐ REQUEST APPROVED

☐ REQUEST DENIED

(date)

(signed)

**Maintenance
Subcontracting
ASM 535.111
Postal Equipment**

**Grievance
Worksheet**

Maintenance Issues Volume 5

Purpose of Grievance

The Union files grievances on subcontracting because career postal service positions are not being maintained. The employer is having work done by career employees farmed out to non union workers in many cases. The bargaining unit is harmed because we could perform the work in question. The Union contends the work by the contractor should be done by career postal workers. The Union also contends the ASM Chapter 5 does not give management a blanket right to subcontract.

Grievance Number

Union Contentions [MAINTENANCE SUBCONTRACTING - ASM 535.111]

The United States Postal Service violated Article 19 and ASM Chapter 5 when they failed to utilize maintenance craft employees and subcontracted work. Bargaining unit employees in the appropriate occupational group and levels with proper planning and scheduling would have been available had the United States Postal Service properly assigned the work. The Postal Service is not privileged to understaff and/or fail to train or subcontract work that bargaining unit employees are capable of performing or being trained to perform. The Postal Service does not meet the exception in 535.111, **Postal Equipment**, Maintenance of postal equipment should be performed by Postal Service personnel, whenever possible. Exceptions are: a) *Where capable personnel are not available, * b) When maintenance can be performed by contract and it is economically advantageous, c) When a piece of equipment is a prototype or experimental model or unusually complex so that a commercial firm is the only practical source of required maintenance expertise.* Therefore, the subcontracting of the work is precluded.

(*“b” is a provision currently under challenge at the National Level)

REMEDY

Compensate the APWU bargaining unit employees designated by the union who could have performed the work or been trained to perform such. Compensation to be at the appropriate overtime rate for all hours worked by the contractor performing the disputed work. If hours are not available, then pay the cost of the contract minus material.

OPENING STATEMENT

FOR THE

AMERICAN POSTAL WORKERS UNION, AFL-CIO
NORTHWEST ILLINOIS AREA LOCAL, # 7140

IN CASE NUMBER

J90T-1J-C-95073303

GRIEVANT: Class Action / American Postal Workers Union, AFL-CIO

ISSUE: Subcontracting of Bargaining Unit Work

HEARING DATE: April 12, 2001

HEARING LOCATION: Palatine Illinois P&DC

ARBITRATOR: John C. Fletcher

FOR THE UNION: Gary Kloepper
National Business Agent
Maintenance Division

ISSUE

Did the Postal Service's decision to subcontract the bargaining unit work in question, installation of air line drops and electrical drops, violate the National Agreement and its associated handbooks and manuals? If yes, then what shall the remedy be?

RELEVANT CONTRACT LANGUAGE

ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE

Section 2. Grievance Procedure Steps

Step 2.(d)

At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article 31. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

ARTICLE 17 REPRESENTATION

Section 3. Rights of Stewards

When it is necessary for a steward to leave his/her work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied.

In the event the duties require the steward leave the work area and enter another area within the installation or post office, the steward must also receive permission from the supervisor from the other area he/she wishes to enter and such request shall not be unreasonably denied.

The steward, chief steward or other Union representative properly certified in accordance with Section 2 above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.

ARTICLE 19 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 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. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believe 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. 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 Union upon issuance.

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours or working conditions shall apply to transitional employees only to the extent consistent with other rights and characteristics of transitional employees negotiated in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to transitional employees pursuant to the same standards and procedures found in Article 19 of this Agreement.

ADMINISTRATIVE SUPPORT MANUAL

Section 531.21 Definitions

531.21a *Plant Equipment.* Includes the building's physical structure, utilities, and environmental systems.

531.5 *Maintenance Capability*
531.51 *Offices With Maintenance Capability*
531.511 *Definition*

A maintenance-capable office is an office that has assigned maintenance personnel qualified to maintain a facility and the equipment installed in that facility. In addition, the office must maintain a maintenance stockroom and be authorized to requisition repair parts from the material distribution centers.

Section 535 **Maintenance Service Contracts**

535.112 *Facility and Plant Equipment*

Contract service is encouraged for USPS-operated facility and plant equipment maintenance, when economically advantageous.

535.13 *National Agreement Considerations.*

Installation heads must be knowledgeable about Article 32, Subcontracting, of the National Agreement with the postal unions, before considering contract maintenance service.

535.27 Other Contract Service

If another type of contract service is needed, forward a complete description of the service desired, the need for it, and the estimated cost and duration of the contract to the purchasing service center (PSC).

**ARTICLE 31
UNION-MANAGEMENT COOPERATION**

Section 3. Information

The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or his designee. All other requests for information shall be directed by the National President of the Union to the Senior Assistant Postmaster General for Human Resources.

Nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

**ARTICLE 32
SUBCONTRACTING**

Section 1. General Principles

- A. The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.
- B. The Employer will give advance notification to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet to consider the Union's views on minimizing such impact. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.

**ARTICLE 38
MAINTENANCE CRAFT**

Section 1. Introduction

All craft positions listed in the P-1 Handbook assigned to the Maintenance Craft shall be under the jurisdiction of the Maintenance Craft Division of the American Postal Workers Union, AFL-CIO.

Section 2. Definitions

- B. **Installations.** A main post office, airport mail facility, terminal, bulk mail center,

maintenance overhaul and technical service center or any similar organizational unit under the direction of one postal official, together with all stations, branches and other subordinate units.

- G. Occupational Group.** In the Maintenance Craft, occupational group shall be determined by position designation and level.

Mr. Arbitrator,

On January 19, 1994, the Union filed a Class Action grievance protesting the Postal Service's decision to subcontract bargaining unit work, the installation of voltage drops and compressed air lines. The Union was represented by Ed Kopke and the Postal Service was represented by Willie Davis. On January 26, 1994 Mr. Davis denied the Union's grievance by claiming, "The work being performed by contractors are out the scope of a maintenance electrician level 6." No other explanation or documentation was provided by Mr. Davis. The Union then appealed its grievance to Step 2 on February 4, 1994.

In its Step 2 Appeal the Union stated that the Postal Service had not provided requested relevant documentation, that the bargaining unit has always performed the bargaining unit tasks of installing voltage drops and compressed air lines, that there were at least three (3) licensed Electricians working in the maintenance department and that bargaining unit employees could have performed the work in a more cost effective manner. As a remedy, the Union requested compensation at the appropriate overtime rate to the appropriate employees on all three tours for all hours worked by the contractors.

The grievance was discussed at Step 2 by Ed Kopke for the Union and Dave Pische for the Postal Service. On August 10, 1995, Mr. Pische issued a written Step 2 denial to the Union's grievance. In his denial Mr. Pische claimed that Section 535.112 of the ASM had not been violated as it was economically advantageous. Although the Union requested evidence of this statement, Mr. Pische did not produce any documentation regarding an economical advantage for the Postal Service for either the voltage drops or the installation of the compressed air lines. In addition, Mr. Pische stated that the Postal Service followed Article 32 Section 1.A., however the Postal Service did not provide a copy of the contract at any time during the lower steps of the grievance procedure. As such, whether or not the Postal Service complied with Article 32 Section 1.A is pure speculation on the part of Mr. Pische. In addition, the Postal Service's failure to provide this information during the lower steps of the grievance arbitration process prevents it from presenting testimony and documentation at the arbitration table¹. Finally, Mr. Pische claimed that the contractor had five (5) class A electricians on site for five months and that there were "NO" class A

1

See National Arbitrator Aaron in case NC-E-11359

licensed electricians working in the Maintenance department.

Just as important as the Postal Service's stated reasons for denying the grievance at Step 2, is the absence of evidence that it gave good faith consideration to any factor listed in Article 32 prior to making its decision to subcontract the bargaining unit work in dispute. The Postal Service made no claim that its employees were not available, that its employees were not qualified, that its employees have not performed the same type of work prior to the contract or that they continue to perform the same type of work. The Postal Service did not claim that it lacked the tools and/or equipment necessary to perform the work, or that there was a public interest served by the subcontracting of this work.

It is also important to note that the Postal Service's Step 2 denial contains no rebuttal to the Union's claim regarding the installation of the compressed air lines. Rather the Postal Service only made a vague reference, i.e. lip service, to class A electricians.

The Union submitted its Corrections to the Step 2 denial on August 23, 1995. The Union once again described the bargaining unit work that had been subcontracted, that the Postal Service failed to perform a cost comparison, that the Postal Service failed to provide relevant information, that bargaining unit employees were available, qualified and could have and have performed the subcontracted work. The grievance was then appealed to Step 3 on August 24, 1995. It was discussed at Step 3 on December 11, 1995 and denied the following day. Once again, the Postal Service failed to produce any documentation demonstrating that it gave good faith consideration to any of the factors in Article 32 prior to subcontracting the bargaining unit work in dispute. Also, the Postal Service once again failed to refute the Union's claim regarding the installation of the compressed air lines and continued its vague "lip service" reference to class A electricians.

The Union appealed this denial to regional arbitration on December 18, 1995. This case, being properly and timely processed through the lower steps of the grievance procedure is now properly before you today for final resolution.

Mr. Arbitrator,

The specific contract language of Section 535.112 of the Administrative Support Manual (ASM) along with the general language of Article 32 Section 1.A of the National Agreement are the relevant Contractual provisions governing the subcontracting of bargaining unit work as it relates to the facts of this grievance. The language contained within these two contractually binding sections must be used together when determining whether the Postal Service violated the National Agreement at the time it made the decision to subcontract the bargaining unit work in dispute. As such, any right the Postal Service may have to subcontract bargaining unit work involving Plant Equipment has been substantially restricted through the clear and unambiguous language of Section 535.112 the ASM and Article 32 of the National Agreement as well as negotiation at the Headquarters level. This fact is further emphasized by a Step 4 settlement addressing the contractual language that governs the Postal Service's subcontracting decisions involving Plant Equipment. This Step 4 settlement requires the parties to comply with Part 535 of the Administrative Support Manual when making subcontracting decisions regarding Plant Equipment.

The Postal Service has argued that it complied with Article 32 and that Article 32 of the Agreement, by itself, allows for this type of subcontracting. However, as stated above, the specific language of Section 535.112 of the ASM, which permits subcontracting of this type of work only when it is economically advantageous, contains the more restrictive and controlling language in this situation. It is also well established through arbitrable precedent that the Postal Service must give and provide more than simple lip service to the due consideration factors identified in Article 32 prior to making the decision to subcontract bargaining unit work. Thus the Postal Service must have demonstrated, no later than the Step 2 meeting, with evidence that exceeds the clear and convincing standard that it gave "good faith" consideration² to the factors contained in Article 32, which in the case of Plant Equipment has been contractually limited to a demonstrated economical advantage, with the production of evidence and documents that predated the decision to subcontract. In

2

See pages 5 & 6 of National Arbitrator Mittenenthal's award in case H8C-NA-C-25.

this case, the Postal Service failed to provide all requested relevant information at the lower steps of the grievance procedure so that the Union could determine if the Postal Service had indeed given good faith consideration to the subcontracting factors. The clear language of Article 15 Section 2. Step 2.d required local management to produce the document(s)/evidence which demonstrated good faith consideration for the subcontracting decision no later than the Step 2 meeting. Since it did not produce the necessary relevant documentation/evidence at Step 2 or prior to the Step 2 meeting, any testimony and/or documents, etc. not previously supplied by the Postal Service must be rejected.

The Union will show that management's reason for subcontracting the work in dispute was not supported by evidence of good faith consideration to economical factors as required by Section 535.112 nor any other factors. The Postal Service did not submit any cost data nor any other documentation that demonstrated good faith consideration was given to economic or other required subcontracting factors. The failure of the Postal Service to provide properly requested relevant information/documentation at the lower steps of the grievance procedure prevented the Union from considering the data as well as preparing rebuttal evidence and argument. The Postal Service, by its failure to provide requested relevant information for this grievant, has forfeited its contractual right to submit any such documents and/or testimony today. To permit the Postal Service to submit evidence, documents etc. at this late date would be a violation of the National Agreement. The Postal Service simply can not withhold relevant information that was within its possession at all time during the lower steps of the grievance procedure.

The Union will show maintenance employees were qualified and available to perform this work. The Union will show that the Postal Service failed to provide any evidence that good faith consideration to any of the factors identified in Article 32 such as an economic advantage, availability of employees, qualification of employees, etc. or Section 535.112 of the ASM were given good faith considered prior to making the decision to subcontract. In light of local management's decision not to provide all relevant documentation prior to making the decision to subcontract the work in dispute, as required by Section 535.112 of the ASM, the arbitrator must draw a negative inference from the Postal Service's refusal to provide this relative information and grant the Union's grievance.

It is a well established principle that bargaining unit employees are harmed when

"strangers" or subcontractors enter the work place and perform work which is rightfully belongs to the bargaining unit.³ Not only are bargaining unit employees denied work opportunities but they are also denied the use of their seniority rights to bid to the work location of the subcontractor. The weight of arbitrable authority demonstrates that when the Postal Service's subcontracting decision violates the National Agreement the bargaining unit employees can only be made whole by the immediate cancellation of the subcontract and compensating the bargaining unit employees that should have been assigned to perform the contracted work at the overtime rate of pay for all hours worked by the contractor⁴. The Union believes that it is plain that the bargaining unit is adversely affected whenever bargaining unit work is given away to non-unit employees, regardless of whether the work would otherwise have been performed by employees already in the Maintenance bargaining unit or by new Maintenance bargaining unit employees who would have been hired into the Maintenance bargaining unit.

The Union maintains that the Postal Service violated the Agreement by not

³ Edwin H. Benn - 190T-11-C-93036556

The type of relief sought by the Union is more typical of a remedy in a subcontracting case. In those situations where an employer improperly subcontracts bargaining unit work, the employees have suffered a loss of work opportunities because strangers to the contract have performed work that otherwise would have been performed by the bargaining unit.

⁴ John C. Fletcher 190T-11-C-96023145 / 96063841 / -96063847

The Arbitrator found that the Service had violated Article 32 when it contracted the tasks of sandblasting, priming, and painting of mail boxes. The arbitrator's decisions was based on the following items:

1. The parties stipulated that the Letter Box Mechanics and Painter were fully employed during the time the work was performed by a subcontractor. *"Full employment goes to 'availability.' While 'availability' is addressed in Article 32 with respect to equipment, it is not addressed with respect to employees. The criteria with respect to employees is 'qualification.' Accordingly, if qualified employees are on the roles, full employment is not justification for subcontracting."*
2. The cost comparisons presented by the Service was skewed. "The burden of establishing that it was cost effective to have a contractor do the work rested with Management. It failed to be persuasive in this area, thus it has not met its burden on this point."

demonstrating that it gave good faith consideration to the required factors prior to subcontracting the bargaining unit work in dispute. As such we respectfully request that you find in favor of the Union and award the remedy requested by the Union.

Gary Kloepper
National Business Agent

SUBCONTRACTING

There are two different types of subcontracting that will be covered by this document. One is the contracting out of maintenance functions. The second is the contracting out of Motor Vehicle activities. In order to understand the principle of subcontracting the reader must first understand that the National Agreement has bound the parties to the principle that craft workers employed by the Postal Service have an exclusive bargaining agent as specified in article one of that agreement.

The worker and not the work is covered by the agreement. Our major business is to transport and deliver the mail. In order to perform this function the company hires employees to manage the operation and people to perform the tasks. What work is to be performed by the hired workers or is purchased from someone else (contracted out) is a function of the managers the company hired. The workers on the other hand band together to protect their interests against unwanted or improper infringement on their collective rights. Those rights do not include a determination of what work they can or cannot perform. Thus the agreement they make with the company for mutual protection concerns only the worker vs. manager and company. It does not concern the specific work. Management can choose to pay for the service of other companies to provide their products. There are obvious limitations. Arbitrators have defined those limitations. Our handbooks and manuals cover job descriptions of the work to be performed by the craft employee. In so doing those same manuals determine the work the employees can perform.

When other companies perform work that previously was performed by Postal Employees and receive payment or a mailing discount for doing that work there is created no violation of our agreement with the union. Nor is it considered contracting out of work. We are not doing the work. We are not paying for the worker. Some examples are:

1. Presort mailings- discounts are given. Whole companies have been formed to handle this type of work.
2. Stamp sales in grocery and convenience stores. They handle what a window clerk would do.
3. Postal operation experiment at Sears Department Store. This was handling parcel post and other forms of mail. It was stopped only because of pressure from the unions, not because it violated any part of our contract with the unions.
4. Postal Contract Stations. These have been created all over the country without the Postal Unions having a major issue.

In fact while there have been unfair labor charges filed by the unions and some litigation begun from time to time there has never been anything which has come out which prevents the Postal Service from contracting or allowing others to do some of the work we could have done in house.

Relevant Contract Language

July 21, 1973 National Agreement Article XXXII SUBCONTRACTING

Section 1. The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.

Section 2. The Employer will give advance notification to Unions at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet to consider the Unions' views on minimizing such impact. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Unions.

Section 3. A joint committee is established at the national level to study the problems in this area leading towards a meaningful evolutionary approach to the issue of subcontracting.

The 1975 National Agreement was unchanged.

The 1978 National Agreement had a cosmetic change for the existing language with a major addition. It is retyped with the new language in bold print.

Article XXXII – SUBCONTRACTING

Section 1. General Principles

A. The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.

B. The Employer will give advance notification to Unions at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet to consider the Unions' views on minimizing such impact. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Unions.

Section 2 Mail Handler Craft

A. The Employer and the Union agree that at sectional center post offices or mail processing center post offices where mail handler craft employees are assigned and on duty on the platform at the time a star route vehicle is being loaded or unloaded exclusively by a star route contract driver, a mail handler(s) will assist in loading and unloading the star route vehicle, unless such requirement delays the scheduled receipt and dispatch of mail or alters the routing or affects the safety requirements provided in the star route contract.

B. At offices where this Section is applicable, the schedules of mail handlers will not be changed nor will the number of mail handlers be augmented solely on the basis of this section.

Section 3. City Letter Carrier Craft

The Employer and the Union agree that upon the request of the NALC National President, the Employer will furnish relevant cost information prior to the commencement or renewal of any contract delivery route which performs service formerly performed in a particular installation by a city letter carrier. The Employer's decisions to whether to commence or renew the contract delivery route will be made on a cost effective basis.

Section 4. Motor Vehicle Craft—Highway Movement of Mail

A. The American Postal Workers Union, AFL-CIO, and the United States Postal Service recognize the importance of service to the public and cost to the Postal Service in selecting the proper mode for the highway movement of mail. In selecting the means to provide such transportation the Postal Service will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees.

B. For highway contracts covered by this Section and expiring on June 30, the Unions will be furnished the information enumerated in Paragraph D below by February 15 of the calendar year in which the contract is expiring. No later than April 1 the Union may request a meeting to discuss a specific contract(s). Should the Postal Service fail to provide the Union with the information enumerated in Paragraph D below by February 15, the April 1 date shall be extended, when necessary, so as to allow the Union thirty (30) days to review the information. In situations where a meeting is requested by the Union, the parties will exchange their basic cost analyses no later than ten (10) days in advance of the actual meeting in order to facilitate discussions.

C. For other contracts covered by this Section, the Unions will be furnished the information enumerated in Paragraph D below. If at all possible, this information will be furnished at least 60 days prior to the scheduled installation of the service. Within 30 days of being furnished such information, the Union may request a meeting to

discuss a specific contract(s). The Union will submit its documented analysis in advance of the actual meeting to facilitate discussions.

D. The information will include the following:

1. A statement of service for each route, including the annual mileage, equipment requirements, and current contractual cost for all existing routes.
2. The schedule for each highway contract.

E. Should there subsequently be substantive modifications in the information provided the Union in D above, the Union will be notified as soon as such decision is made.

F. The parties agree that the following factors will be used in any cost comparisons for the type of transportation mode to be selected:

1. The Motor Vehicle employee costs for Motor Vehicle Operators will be Level 6, Step 9 and Level 8, Step 9 for tractor trailer Operators, as per the wages current at the time.
2. The vehicle costs will be computed from the last two quarters of the Vehicle Make/Model Cost Reports. These costs will be computed separately for each Region. the parties will consider an adjustment for exceptional cost variances.
3. The Postal Vehicle Service will be charged 10 minutes at the start and 10 minutes at the end of each route, regardless of the vehicle used.

G. For all routes for which the Union submitted a cost comparison, if a contract is awarded, the Union will be furnished the cost of such contract.

H. These provisions shall be applicable when evaluating the type of service to be provided for routes that are:

1. Over \$45,000 per annum, but not more than 350 miles in round-trip length, and
2. Not more than 8 hours in operating time from terminus to terminus,
3. Being then operated by bargaining unit employee(s) of the Motor Vehicle Craft, regardless of annual cost, round-trip length or operating time.

I. The information will be furnished for all routes covered by this Section and subject to renewal, extension, conversion of existing postal vehicle service to highway contract service subject to the limitations stated herein. The following collection and box delivery; small contract operations in areas where no Postal Vehicle Service is currently operating and where Postal Vehicle Service operation is economically unfeasible; or any star route contracts let on a temporary or emergency basis.

J. The parties recognize that specific conditions may justify and require alteration of the time requirements specified herein.

Section 5. A joint committee is established at the national level to study the problems in the area leading towards a meaningful evolutionary approach to the issue of subcontracting.

The 1981 National Agreement made no changes to article 32 except to eliminate the Mail handlers from the JBC and to change some numbers around. The Mail Handlers agreement eliminated the reference to the other crafts and changed section 5 (under their new numbering system Section 32.3 Committee) to read:

Subcontracting is a proper subject for discussion at Labor-Management Committee meetings at the national level provided in Article 38.

The 1984 National Agreement contained several changes in the JBC contract. There was an addition of two memorandums added to the back of the Agreement. They read:

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO
MAINTENANCE CRAFT

The parties agree that the following language will be incorporated into paragraph 535.261 of the Administrative Support Manual and that such language will not be changed during the life of the 1984 National Agreement. Subsequent changes may be made pursuant to the provisions of Article 19 of the USPS- APWU/NALC National Agreement.

.26 Cleaning Services

.261 Authorization

- a. Cleaning services contracts may be authorized for cleaning offices branches, or stations (1) if the average weekly workload does exceed 32 hours, and (2) provided the work is not presently being performed by field service maintenance employees.
- b. Cleaning service contracts are not authorized for (1) offices with less than 190 revenue units, or (2) building at which classified custodial maintenance employees are assigned.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO
MOTOR VEHICLE CRAFT

In furtherance of ongoing application of Article 32, Section 3 of the National Agreement the parties agree to the following principles:

1. The U.S. Postal Service reaffirms its commitment to require compliance with the highway contract specifications including the Service Contract Act. Contraction officers and administrative officials at the local level, when advised by American Postal Workers Union officials of complaints and/or provided information concerning alleged violations of a specific contract(s), especially those that relate to vehicle schedules, wage rates, and safety violations will, in a business-like manner, acknowledge to the interested American Postal Workers Union official, receipt of said information and the action taken in response to the situation identified. Background information concerning scheduled routes will not be unreasonably denied.
2. the Headquarters Office of Transportation and International Services, within 30 days of ratification of the National Agreement, will advise all TMOs of the requirement to accurately reflect vehicle equipment needs when developing transportation service requirements. Specifically, reasonable efforts will be made at the TMO level to reconcile vehicle requirements to existing postal vehicle sizes. In those situations where it is determined that the vehicle needed substantially differs from that which is available in the U.S. Postal Service Fleet, justification will be provided the Office of transportation and International Services for those routes that otherwise meet the criteria of Article 32.
3. The Office of Transportation and International Services will encourage all contractors to display clearly and conspicuously on all vehicles, while engaged in the transport of mail, their company name, address and the fact that they are contract vehicles.
4. When the Union is advised of the decision to award and /or renew a highway contract(s), the U.S. Postal service will provide a reasonable explanation of its decision.

The 1987 contract and with minor changes the 1990 contract showed a completely different paragraph 535.261. of the Administrative Support Manual. The new language read:

.261 Authorization

- a. When a vacancy as a result of an employee's voluntary attrition is identified in an independent installation with 39 hours or less of custodial cleaning, the following sequential actions will be taken:

A cost ascertainment study will be undertaken to determine if it is more economical to utilize a contract cleaning service or a career maintenance employee to perform the required work.

For purposes of the comparison, the salary of \$19,960 and the benefits appropriate to that salary will be utilized.

If the determination is made to utilize a contract cleaning service, the local APWU President will be provided a copy of the cost comparison and management's determination.

- b. When a vacancy as a result of an employee's voluntary attrition is identified in a station and/or branch of an independent installation with 39 hours or less of custodial cleaning, the following sequential actions will be taken:

Before proceeding to ascertain whether custodial cleaning services can be subcontracted, local management shall ascertain whether, consistent with the needs of the Service, the work hours of the vacated position can be combined with that of another career service maintenance employee's position to constitute either a full-time regular or expanded part-time regular maintenance position.

If the vacated work hours cannot be combined as discussed above, then management may proceed to develop a cost ascertainment study to determine if it is more economical to utilize a contract cleaning service or a career maintenance employee to perform the required work.

For purposes of the comparison, the salary of \$19,960 and the benefits appropriate to that salary will be utilized.

If the determination is made to utilize a contract cleaning service, the local APWU President will be provided a copy of the cost comparison and management's determination.

c. The foregoing is not intended to modify existing cleaning services contracts.

Section 3, Motor Vehicle Craft- Highway Movement of Mail, part B, C and G were totally changed. The old part D was eliminated with the remaining letters moving up one. Part E2 was changed from the last 2 quarters to the last 4 quarters. No changes were made in the Mail Handler agreement. The new language of B, C and G read:

B. For highway contracts covered by Article 3, Section 3, the Union will be furnished the information enumerated in Paragraph C below. This information will be furnished at least sixty (60) days prior to the scheduled installation of the service. Within forty (40) days of being furnished such information, the Union may request a meeting to discuss a specific contract(s). Within forty-five days of being furnished such information, the parties will exchange the basic cost analyses on order to facilitate discussions. The parties will meet on or before the sixtieth (60th) day. At no time will the subject highway contract(s) for which a meeting has been requested be awarded prior to the actual meeting.

C. The information will include the following in a concise summary form:

1. A statement of service including frequency, time of departure and arrival, annual mileage, and proposed effective date of contract.
2. Equipment requirements. If not comparable to standard USPS equipment available at that facility, the reasons therefor along with the cubic foot justification are to be provided.
3. A statement as to whether the proposed contract is a renewal of then existing contract and/or a partial or completely new contract solicitation.
4. For contract renewals, the current contractual cost is to be provided along with any specifics, if the terms of the renewal are modified to whatever degree.
5. If the new contract solicitation replaces in part or in whole existing Postal Vehicle Service (PVS) service, specifics as to the existing PVS service are to be provided as to the span of operation time, equipment utilized, annual cost, how the PVS employees impacted will otherwise be utilized and the projected Transportation management Office (TMO) cost for subcontracting the work in question.

G. These provisions shall be applicable when evaluating the type of service to be provided for routes that are:

1. A fixed annual rate contract over \$75,000 per annum, but not more than 350 miles in round-trip length, and
2. an annual rate or non-annual rate contract such as local drayage, spotting or shuttle service where the estimated annual compensation will exceed \$48,000, and
3. Not more than 8 hours in operation time from terminus to terminus.
4. Being then operated by bargaining unit employee(s) of the Motor Vehicle Craft, regardless of annual cost, round-trip length or operating time.

The 1987 National Agreement with the JBC had one change, other than cosmetic. It was in Section 32.3E1 which then read.

E. The parties agree that the following factors will be used in any cost comparisons of the type of transportation mode to be selected:

1. The Motor Vehicle employee costs for Motor Vehicle Operators will be the average cost of Level 5 Motor Vehicle Operators and the Motor Vehicle employee costs for Tractor-Trailer Operators will be the average cost

of Level 6 Tractor-Trailer Operators, as per these employees' straight time wages inclusive of fringe benefits. The average of each level will be a weighted average based on the number of employees in each step of the respective levels and their respective wages. The Motor Vehicle employee costs will be updated within 30 days following each salary adjustment for the Motor Vehicle Craft.

The 1990 National Agreement contains no changes to the language. It does incorporate Transitional Employees in the Agreement.

All of the language of the original National Agreement and the various changes made though the years have never restricted management's right to subcontract. They have required the contact, discussion and justification. Therefore the union argument that any of the work is craft work and cannot be contracted out would be 100% incorrect.

On June 30, 1989 in a memorandum for the Senior management committee, David Charters, Senior Assistant Postmaster General wrote:

Subject: Subcontracting

The following is provided as follow-up to the Policy and Strategy items developed during the March 27 meeting of the Senior Management Committee.

As we explore future opportunities in subcontracting, consideration must be given to effective management of the labor relations aspects of our decision process.

As you know, Article 32 Section 1 of our national labor agreements with the major unions requires that we "give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract."

There is little question as to the procedural requirements of Article 32; they are essentially threefold. At the national level management must:

1. Give "advance notification" when the U.S. Postal Service is considering subcontracting that will have a "significant impact" on bargaining unit work. Any doubt as to whether a decision has a significant impact on bargaining unit work should be decided in favor of meeting with the appropriate union pursuant to Article 32
2. Meet with the union(s) to consider its views on minimizing such impact and provide information necessary to the union(s) understanding of the situation and, in good faith consider any proposals the union(s) advances.
3. Discuss the matter with the union(s) prior to a final decision on the subcontracting programs.

Once the contractual requirements have been met, and all issues considered the U.S. Postal Service may proceed to implement.

As an organization, we need to ensure that we have addressed our labor contract obligations. In the arbitration/litigation of issues, the U.S. Postal Service's liability could be substantial in the event any subcontracting decision is reversed.

Accordingly, I am asking that you review the attached decision tree for the subcontracting process and ensure, through ongoing interaction with our Labor Relations Department and the Office of Labor Law, that we can support "yes" interim decisions in the arbitration/litigation forums in each step leading to a final decision in favor of contracting out.

To assist each department in this process, Anthony J. Vegliante of the Labor Relations Department has been designated as the primary contact person, and Edward F. Ward, Jr. of the Office of Labor Law has been designated as the secondary contact person.

A memorandum which supports each of the "yes" determinations at each step identified in the decision tree should be developed by the department initiating exploration of any subcontracting initiative and should be sent to Mr. Vegliante for review and necessary guidance. Because of our contractual requirements, this memorandum must also support the fact that management has given "due consideration" to the following five items when evaluating the need to subcontract and must be provided to the Labor Relations Department for evaluation before any effort is commenced:

1. Public Interest
2. Cost
3. Efficiency
4. Availability of Equipment
5. Qualification of Employees

I am sure you share with me a desire that any subcontracting efforts we might undertake meet our contractual obligations and not fail on account of procedural irregularities.

David H. Charters

There are five (5) National Awards on the issue of subcontracting which deal with the Postal Service's right to contract work.

A8-NA- 0481 Arbitrator Mittenthal, April 2, 1981

The union argued that management should not be allowed to contract the movement of mail in Spokane, WA. It contended that Management had inflated the figures.

The arbitrator stated " Thus, the Postal Service's obligation relates more to the process by which it arrives at a decision than to the decision itself. An incorrect decision does not necessarily mean a violation of Paragraph A. Incorrectness does suggest, to some extent at least, a lack of 'due consideration,' But this implication may be overcome by a Management showing that it did in fact give 'due consideration'."

H8C-NA-C 25 Arbitrator Mittenthal, November 9, 1981

The union argued that management should not be allowed to contract the movement of mail in Baton Rouge, Louisiana. It contended that Management had inflated the figures.

The arbitrator reaffirmed the decision in A8-NA-0481. There are basically five factors that must be considered in determining which of the two possible modes of highway transportation to use, i.e. postal service or contractors. They are; due consideration to public interest, cost efficiency, availability of equipment and qualification of employees. He emphasized that "due consideration" is not defined and the five factors are not weighted. He concluded that "The Postal Service must, in short, make a good faith attempt to evaluate the need for contracting out in terms of the contractual factors. Anything less would fall short of 'due consideration'."

AB-NAT 6291 Arbitrator Gamser, November 24, 1977

The union argued that the Postal Service had given work to Banks to perform which had previously been done by Postal workers, including the selling of stamps. It contended that in one case the Service had opened a Contract Station in a bank after a nearby Post Office had closed down. The unions' argument was based on the allegation that Management had not complied with the proper procedure of Article XXXII.

The arbitrator stated "The union also argued that the use of banks as contract stations is also quite obviously a form of subcontracting. The lease signed by the USPS with a bank, wherein a self service unit or units is installed, calls for the bank to receive a fixed credit and to account for it. This is 'window clerk' work for which Postal employees also vie because it provides work on the more desirable day shift." and goes on to say "The APWU did not claim that the provisions of Article XXXII prohibit subcontracting. It only pointed out that this Article requires that the USPS take a series of steps before embarking on this form of subcontracting."

Arbitrator Gamser points out two additional aspects of the National Agreement that differ from other contracts on the subject. The National Agreement does not provide that the Service is prohibited from subcontracting where it can be shown that the Service can do the job as efficiently and cheaply as the subcontractor. Secondly, the Service must consider public interest which is not a normal criteria in the private sector.

H4C-NA-C 39 ARBITRATOR BLOCH, OCTOBER 20, 1987

The arbitrator stated " There is little question as to the procedural requirements of Article 32; they are essentially three-fold. Management must:

1. Give 'advance notification' when it is considering subcontracting that will have a 'significant impact' on bargaining unit work.
2. Meet with the Union to consider its views on minimizing such impact.
3. Discuss the matter with the Unions prior to a final decision on the subcontracting program.

Reasonably speaking, this means that, in the overall, the Union is to be consulted and the matter is to be discussed between the Company and the Union. This is not a new conclusion; Arbitrator Mittenthal has made the same observation."

H4V-NA-C 84,85,86,87/H7C-NA-C 1,3,5 ARBITRATOR SNOW, JULY 24, 1992

In his analysis the arbitrator states "Resolving this consolidated grievance flows directly from long-established arbitral precedent interpreting Article 32 of the parties' collective bargaining agreement. As will be explained in detail, Article 32 has been a part of the parties' collective bargaining agreement since 1973. Although provisions of Article 32 have evolved since that time, the substantive purpose of the article has not. It is the purpose which long has been recognized by arbitrators interpreting the agreement between these parties and largely dictates the resolution of this dispute."

His analysis goes on to support the finding and conclusions of arbitrators Gamser and Mittenthal. In fact the award reiterates their guidelines.

His specific conclusions for each of the questions asked were:

1. Article 32.3 does not preclude the Employer from considering taxes foregone;

2. Article 32.3 does not preclude the Employer from updating information until the time of the decision to subcontract;
3. Article 32.3 does not preclude the Employer from renewing with a highway contractor for good faith reasons even when the estimated in-house cost is shown to be slightly lower.
4. Article 32.3 does not preclude the Employer from returning to the incumbent contractor and seeking a best and final offer; and
5. Article 32.5 does not preclude the Employer, when it decides not to renew a contract, from solicitation bids for the contract and its routes.

There are other National Arbitration decisions on subcontracting. They basically go to whether the enunciated criterion for subcontracting have been met. They are:

H4T-3W-C 9682 ARBITRATOR COLLINS, SEPTEMBER 3, 1986 contracting out custodial work when the position became vacant.

There are several Regional Awards on the subject of subcontracting which deserve consideration. They are:

N1T-1J-C 7757 ARBITRATOR MARX, SEPTEMBER 11, 1984
S1T-3T-C 20710 ARBITRATOR FOSTER, JUNE 15, 1989

Both maintained the Service's right to use subcontract personnel in constructing new facilities as this could not be considered maintenance of facilities by creating something new.

C8T-4E-C 34116 ARBITRATOR SEIDMAN, DECEMBER 29, 1982
E1T-2B-C 11911 ARBITRATOR POWELL, NOVEMBER 1, 1984

Both maintain the postal service has a right to subcontract work which does not have any effect on the craft.

RC-C 0393 ARBITRATOR FELDMAN, JUNE 6, 1980

In a case later overturned in federal court, the arbitrator ruled that the Postal Service failed to consider public interest when deciding to contract out work.

C1V-4A-C 36906 ARBITRATOR MARTIN, MAY 27, 1986

The arbitrator maintained that Management blatantly violated the steps of the contract concerning Article 32 and 12. He said Management abolished motor vehicle positions without allowing drivers to exercise excessing procedures and subcontracted their positions. There is more involved in this case other than the subcontracting issue.

C4V-4J-C 4790 ARBITRATOR ERBS, AUGUST 13, 1986

In a case involving Express Mail and subcontracting the arbitrator stated " At the outset the Arbitrator is convinced that the USP Service was faced with a serious problem involving Express Mail in June of 1984.... The Arbitrator believes USPS has consistently attempted to meet performance obligation of service to the public at a reasonable cost. Article 32.3.A requires consideration to be given to cost, efficiency, public interest and availability of equipment and qualified employees. Secondly while the Union might disagree, it is the Arbitrator's opinion that USPS has attempted to work within the confines of the National Agreement. On this point the Arbitrator must recall that Article 32 discussions and Step 4 compliance did take place for solicitation of the permanent contracts. This fact alone causes the Arbitrator to doubt any willful violation of the contract as charged in Union's grievance... " "The Arbitrator is simply unwilling to say that the use of these subcontractors was outside the conditions and/or unusual need's constituting an emergency under both the Highway Contract Route Administration Manual and the Postal Operations Manual."

N1V-1J-C 16080 ARBITRATOR ROBINS, FEBRUARY 12, 1986

She said "Nothing in the agreement has been shown which would require this result. Article 32 of the National Agreement, and Section 324 of the M-52 Manual, both referred to by the Union, do not appear to support the Union claim that the VMF personnel had to be fully utilized (going into overtime, if necessary) before the work could be contracted out. There is nothing in the Union presentation to show that the use of the contractors was not a financially acceptable choice."

H1R-4H-C 26640 ARBITRATOR ZUMAS, OCTOBER 31, 1985

In a case dealing with emergency service contracts for H.C.R's the arbitrator stated "No provision of the Agreement between the parties has been cited that would prohibit the selection of the date of December 15, 1983 as the date of such conversion (to a Highway Contract Route). From that date, the nature and manner of Postal Service on the route in question ceased to be of legitimate concern to the Union. The fact that the service utilized an Emergency Service Contractor for 4 months in this case does not mean that it is obligated to prove the then existence of emergency conditions. The restrictions on the use of emergency service contractors do not pertain to routes that have already been converted to highway contract delivery. The distinction in this case between an Emergency contractor and a permanent contractor is nominal only, there being no such thing as a delivery contract permanent in nature."

WOT-5R-C 1675 ARBITRATOR ABERNATHY, DECEMBER 23, 1993

"The Union did not establish, however, that the job could have been done in an equally professional manner in the same amount of time and at less cost with bargaining unit employees, as compared to the contractor. Thus, the Union certainly did not establish that bargaining unit employees could do the job more professionally or in less time than the contractor. Since the Postal Service showed that it would be "economically advantageous" to contract the work, the Postal Service decision to do so was consistent with Seciton 535.. and met the requirements of Article 32, Section 1.A, of the National Agreement...." "The decision has no long-term impact on bargaining unit employees. Moreover, as discussed earlier, the decision also had no significant short-

term impact on the bargaining unit...." "The subcontracting in this case is not the type of subcontracting decision that falls within the purview of Section 1.B...." "The decision to subcontract is to be based on all of the listed factors that apply to the particular case, not just the single factor of workload."

W7T-5F-C 32108 ARBITRATOR ABERNATHY, NOVEMBER 20 1992

"Did the Postal Service Window Cleaning Contract violate: The National Agreement including the Subcontracting Cleaning Service Memorandum of Understanding; and or ASM 535.23; and or MS-47 Housekeeping Manual; and/or the National Arbitration of Arbitrator Gamser (AB-NA-0375). I will use this issue, the National Agreement, then in turn, ASM 535.23, the MS-47 manual and the arbitration awards. National Agreement - First, it requires the Employer to give "due consideration to public interest, cost, efficiency, availability of equipment and qualification of employees when evaluating the need to subcontract..." "A second limitation is triggered when subcontracting will have a significant impact on bargaining unit work. None of the evidence before me convinces me that was the case here. So I conclude the triggering event never occurred and that this limitation does not apply. I conclude that Article 32 was not violated." "This MOU is triggered by a vacancy arising "as a result of an employee's voluntary attrition." The evidence in this case clearly establishes that the window washing subcontract did not occur as a result of such vacancy. Therefore, the triggering event did not occur and this MOU does not apply to the fact situation of this case. Administrative Support Manual 535.23: The evidence is clear and undisputed that the original window washing subcontract was let in January 1989 and that it was more cost effective to subcontract window washing. The Union grieved that subcontracting action but later dropped that grievance. When the subcontract was reissued in 1991 the Union grieved again. "That section provides that window washing can be subcontracted only when the work cannot be done expeditiously by the existing maintenance work force... "I find the evidence simply does not support the Union's position that Section 535.23 was violated. MS-47 Housekeeping Manual... I find that the Union failed to show how this handbook is applicable to this grievance or to show that it had been violated. In summary, I have carefully read and summarized these decisions by other arbitrators and have found that the fact patterns in those cases are clearly distinguishable from the facts in the case before me. In none of those cases did the Postal Service issue a subcontract, causing the Union to grieve, and then have the Union drop the grievance. In none of those cases was the subcontract re-let a year later. In none of those cases did the Union agree to a staffing plan with zero minutes for the subcontracting activity. In none of those cases did the Union sign an LMOU that agreed to a staffing level and to zero minutes for the subcontracted activity at that staffing level. In none of those cases did the Union sign an LMOU agreeing not to grieve the staffing level. In short, the cases submitted were distinguishable. For all the reasons set forth above, I will enter an award denying the grievance.

C7T-4G-C 33339 ARBITRATOR BENN, JUNE 24, 1993

"Did the Service violate the Agreement by subcontracting certain maintenance work on neighborhood delivery cluster box units and parcel post lockers?... This dispute concerns the subcontracting of certain painting and repair work on neighborhood delivery cluster box units (NDCBU) and parcel post lockers (PPL) in the Indianapolis area.... The Service's action will be analyzed under Article 32 of the Agreement and

Section 535.111 of the Administrative Support Manual... Article 32.1.A of the Agreement requires the Service to give "due consideration.".... to specified factors:... The evidence satisfactorily shows that the factors set forth in Article 32.1.A. were given "due consideration...." The letter box mechanics did not have the time to perform the work, could not get it done and the work was backing up.... I am satisfied that "due consideration" was sufficiently given to factors listed under Article 32.1.A.—particularly the public interest and efficiency. With respect to Article 32.1.B. again, I find no violation. There was no 'significant impact on bargaining unit work on the local level, much less the national level.... Therefore, no violation of Article 32 can be found. Section 535.111 of the Administrative Support Manual states, in relevant part: Maintenance of postal equipment should be performed by USPS personnel, whenever possible. Exceptions: Where capable personnel are not available. Under Section 535.111(a), capable personnel (were) not available thereby bringing this case within the exception to postal equipment should be performed by Service personnel "whenever possible..." The grievance is denied. Under the particular circumstances of this case, the evidence fails to support a finding that the Service improperly subcontracted the disputed work."

S7V-3W-C 30484 ARBITRATOR CARAWAY, DECEMBER 17, 1992

"At first blush, it would appear that the Postal Service's plea of untimeliness has merit and must be granted. This would be true except for the application of the principle of a continuing violation... "The evidence in this case, as is shown by the testimony of Mr. Pawson, Union Craft Director, is that the vehicle maintenance work with the outside contractor ended two months after the grievance was filed. This testimony was not refuted by the Postal Service. Therefore, this grievance is deemed as timely filed...." "The evidence shows that the cost of using Post Office mechanics to perform the preventive maintenance would have been equal to or probably more than the labor cost paid to the subcontractor. There is the further factor that scheduling the work with in-house mechanics would have created problems in that the work would have to be done on an overtime basis. This was not a problem with the subcontractor. The work could be handled promptly and expeditiously. Thus, the two weeks average could be overcome and the preventive Maintenance Program brought up to date. The conclusion must be that the cost and efficiency favored the subcontracting out of the work...." "The Union grievance is denied."

B90V-1B-C 93052142 ARBITRATOR DENNIS, JULY 22, 1994

The Union.... "is required to demonstrate that Management had no right to subcontract work that normally would be performed by bargaining unit members. In the instant case, it has failed to do so. The route between Albany and Saratoga, and Albany and Gloversville was already in the hands of a Highway Route Contractor. No work that was formerly performed by Postal employees was taken away. The Postal Service argued that it had authority from Washington to use Emergency Contracts and extend them when required for movement of mail. The Union presented no arguments to persuade me the Postal Service violated the Agreement in this instance."

ND4-IN-C-C003544

N7C -1N-C 35344 ARBITRATOR DENNIS, JULY 22, 1994

The Union in this instance failed to file grievances on each of the three contracts in question in a timely manner. It did so at its own peril. There is no rational reason for the Union not to have been aware of the contracts in question immediately after contractors began moving mail in and out of the Albany GMF. Local Union personnel in Albany are experienced Union leaders...." "The Union reasonably should have become aware of the contracts in question soon after they were issued and the work begun."

N7V-1W-C 37970 ARBITRATOR DENNIS, JUNE 15, 1992

"The work subcontracted in this instance clearly fall under the exclusions listed in Section H. It is a small contract operation in an area where no PVS operation is currently operating and where a PVS operation is economically unfeasible and the work could legitimately be let on a temporary contract. What is wrong in this instance, and what gives the Union a legitimate claim is that the Postal Service used an emergency contract rather than a temporary contract or a regular contract at the outset to purchase the Express Mail Transportation Service between Albany and Glens Falls...." "In the instant case, it is my opinion that local MV people should have been used to transport the Express Mail from Albany to Glens Falls until a proper contract could have been advertised and awarded...." "I do conclude that the employee or employees who were denied the work between February 9, 1991, and May 9, 1991, should receive compensation for the lost work opportunity."

CON-4Q-C 66097 ARBITRATOR ERBS, MARCH 20 1992

"The parties, in negotiating Article 32 of the National Agreement, did not establish a prohibition against subcontracting as is often contained in collective bargaining agreements. Instead the parties have, in Article 32.1.A., established certain guidelines that the Postal Service must follow when it is to evaluate the need to subcontract. It is noted that there is no blanket prohibition against subcontracting but instead due consideration must be given to certain factors before it may subcontract. Those factors include the public interest, cost, efficiency, availability of equipment, and qualifications of employees...." "In the instant case, the unrebutted evidence is that the Postal Service did give consideration to public interest, costs, efficiency, availability of equipment and qualification of employees prior to evaluating the need to subcontract. The only issue that is to be decided is whether, under Article 32.2 the Postal Service was required to notify the National President, the Local Branch Office, and/or the National Bargaining Agent of the intent to contract prior to the time that it could commence the contracting...." "What is significant to the arbitrator in this case is that there was a notice to the local union of the possibility of the subcontracting of this work. The union has argued that the carriers were notified as carriers, and not as a union, and since they are 50 miles from the local branch that notice has no significance. The arbitrator does not agree. The persons that were notified were the local stewards who are the agents of the union."

N7V-1T-C 25727 ARBITRATOR GERMANO, AUGUST 21, 1990

During the period March 6-11 and June 6-12, 1989, Management at the Hicksville Postal Facility utilized contract drivers to transport empty trailer boxes between the Long Island Facility and two New Jersey Mail Facilities for a total of 22 trips...." "The

union claimed that bargaining unit employees were available to perform these duties and that their utilization would have been cost effective and more expeditious than hiring a private contractor to do the work...." "The Postal Service's position was that it properly contracted the work in question in accordance with the provisions of Article 32 of the collective bargaining agreement. It claimed that due consideration was given to public interest, cost, efficiency, availability of equipment, and qualifications of employees...." Documentary evidence as well as testimony showed that if bargaining unit employees were paid overtime it would have cost the Postal Service more to utilize them only if the private contractor was hired for only one way transportation. In fact, however, contrary to the Postal Service's claim, evidence was submitted which showed that the contractor in some instances was utilized for round-trip transportation...." "Had the Postal Service given advance notice to the union and conducted a legitimate cost analysis as the contract requires, a truly efficient and cost-effective method for transporting the empty trailers may have been realized. The Postal Service's claim that the situation was of an "emergency nature" is not supported because it took the contractor six and seven days to accomplish the task, which bargaining unit employees could have completed in a shorter period of time...." "The Postal Service shall pay the appropriate bargaining unit employees a total of 148 hours of overtime pay."

E7T-2H-C 43203 ARBITRATOR FOSTER, JULY 20, 1992

"The Union's objection to subcontracting the cleaning of lobby windows is unpersuasive in view of the expressed recognition by part 535.23 of the Administrative Support Manual that contract service may be appropriate when the work cannot be done expeditiously by the existing maintenance work force. Mr. Wangness testified convincingly that there was a legitimate business reason for the subcontracting because the custodial work force needed the services of a maintenance mechanic to remove the sunscreens covering the windows prior to cleaning. While custodians could undoubtedly perform some of this work, Arbitrator Searce had it right when he stated in the case cited by the Employer, it does not appear to be economical or practical to segregate such incidental work particularly where as is indicated here the contractor charged a single-service fee to accomplish all of the tasks."

S7T-3W-C 36631 ARBITRATOR GOLD, JANUARY 29, 1992

"Article 32 of the National Agreement (subcontracting) dictates that the employer must give due consideration to several factors in evaluating the need to subcontract. These include the public interest, cost, efficiency, availability of equipment, and qualification of employees. The evidence in this case supports the service's contention that it did properly weigh these factors...." "Section 535 of the Administrative Support Manual states that, with two exceptions, maintenance of postal equipment should be performed by USPS personnel...." "Because of his special skills, the grievant has proven to be a great benefit to the Postal Service. He has been, and apparently will continue to be used to work on repairs, installations, and additions, as the operational needs of the service dictate. I find nothing in the record, however, to support the contention that the work here has been subcontracted out in violation of the National Agreement."

C7T-4M-C 34067 ARBITRATOR GOLDSTEIN, AUGUST 17, 1992

"In sum, the evidence proffered by Management in this case does not prove that the available Maintenance Mechanics could not have done the work at issue without the necessity for a subcontract, I believe...." "I thus find a violation of Article 32.1A, since the subcontracting decision was not made in accordance with the requirements of that contractual provision, as I read the record evidence...." "Based on my assessment of the skills required for the tension spring, especially in light of the testimony of Employer witness Brown, I find that Jacobs, Odykirk, and Corcoran were "qualified and available" on the Overtime Desired List and should receive a monetary remedy for the lost work opportunity and in order to maintain the integrity of the National Agreement. I so hold."

ETV-2B-C 38714 ARBITRATOR HOWARD, OCTOBER 24, 1991

"It should be noted that the subcontracting of painting work was unavoidable at the outset because the existing spray paint facility was found to be a safety hazard for the employees...." "It should be noted that neither the union nor the company presented what the arbitrator considered accurate cost figures or the replacement of the spray paint booth. Manager Bruno's figure of \$75,000-\$125,000 is too broad a range to be considered an accurate estimate, and it was not accurately arrived at.... The body shop operator is obviously interested in gaining business, not in encouraging an in-house facility...." "Moreover, the installation of a new spray paint facility would mean the loss of considerable work space for other maintenance work which the present structure affords. Thus, there would be a significant loss of space for maintenance work or the need to construct a new maintenance facility, a significant capital investment.

C7T-4L-C 26029 ARBITRATOR KLEIN, APRIL 12, 1993

"The subcontracting complained of herein is violative of the ASM and the Step 4 Settlement. The work at issue in Champaign belongs to the bargaining unit. Although Management would have been required to purchase new equipment to perform the lawn care/snow removal work, the specific provisions of the ASM and the step 4 settlement cannot be ignored...." "Bargaining unit employees had performed grounds work at the Neil Street Station for years, and even though the work at the GMF was on a much larger scale, they nevertheless had the skills and experience to perform the outside duties in question...." "The considerations outlined in Article 32 do not appear to be valid here; nor do they override the provisions of the ASM or the Step 4 Settlement. The grievance is granted. Management shall comply with the December 19, 1989, Step 4 Settlement in Case No. H7C-NA-C 27. The appropriate custodial personnel shall be compensated at the straight time rate for the hours worked by the subcontractors."

A90V-1A-C 92004456 ET AL ARBITRATOR LIEBOWITZ, OCTOBER 18, 1994

"When evaluated on this global basis, the Union's "emergency" contention falls short of being established; the argument also encounters the obstacle presented by the facts that the emergency contracts at issue have long since expired and that they have been superseded by regular highway service contracts as to which the evidence shows that the Postal Service did follow the provisions of Article 32, and particularly of 32.3.G, of the National Agreement, a point amplified below." "Thus, while the Union states that it has not invoked the provisions of Article 32 in these grievances, on the evidence and authorities presented, it is apparent that those provisions are operative...." "The

difficulty for the Union here arises from the fact that the evidence shows that the Service did follow the provisions of Article 32.3.G. as to the regular highway contracts.... " "The difficulty for the Union is that it has not proved the contractual violation which would substantiate its concern and call for the remedy it seeks. The evidence shows that no bargaining unit work was lost, no positions were abolished or curtailed, and there was no adverse effect upon employment within the bargaining unit arising from the changes that took place."

W1T-5C-C 19965 ARBITRATOR LEVAK, JULY 31, 1987

"Article 32.1.A. merely provides that the USPS must give due consideration to certain factors when evaluating any decision to subcontract. That provision requires only that the service act in good faith and that it give thoughtful managerial consideration to the factors therein set forth. Article 32.1.B further limits the union's ability to question or attack a subcontracting decision. That provision is the type of subcontracting clause that is aimed at preventing a reduction in the number of bargaining unit employees. It does not appear to be aimed at preventing or limiting subcontracting that would not have a direct effect on the number of bargaining unit personnel...." "The Arbitrator can find no violation of the National Agreement, the ASM, or the Step 4 Grievance Decision. It should be emphasized that under the circumstances of this case, Management had the absolute right under Article 3 to establish the reasonable time constraints involved and also to establish the scope of work set forth on the Form 7381."

W0T-5S-C 9035 ARBITRATOR MARLATT, OCTOBER 12, 1992

The grievance alleges that the Postal Service violated the National Agreement by contracting out certain bargaining unit work; specifically, the painting of some 44 letter boxes over a period of six months in 1991. The grievance was not filed until the work had been completed, but no objection to timeliness was raised even though the painting was done at the Post Office and maintenance craft employees must have been aware of it...." "It is clear from the position descriptions quoted above that painting letter boxes is bargaining unit work of the Maintenance Craft. Furthermore, Part 535.111 of the ASM specifically provides: 535.111 Postal Equipment. Maintenance of postal equipment should be performed by USPS personnel, whenever possible...." "The applicability of this ASM provision to the painting of letter boxes was expressly recognized in two Step 4 settlements...." "While the Union has the burden of proof in a contract dispute, it is not required to prove that the above criteria would favor the performance of the work within the bargaining unit. Rather, it is up to the Postal Service to prove that there is a 'need' to subcontract. In this case, management offered almost no evidence at all to show that it gave "due consideration" to the listed factors...." "I conclude, therefore, that the subcontracting out of bargaining unit work in this case violated the National Agreement."

S7T-3W-C 34282 ARBITRATOR MARLATT, JANUARY 29, 1992

"In the present case, however, the evidence establishes that subcontracting of HVAC preventive maintenance results in a net savings to the Postal Service. Even though postal maintenance craft employees work at a lower hourly rate of pay than contractor employees, it is necessary to add in the numerous employee benefits which the Postal

Service must provide, the cost of transporting the employees to and from the stations and branches, and the cost of filters, lubricants, and refrigerants. When all these factors are taken into account, the cost of performing these services with postal employees would exceed the approximately \$4,000 a year being paid to the contractor. Furthermore, contracting out this kind of work frees up maintenance employees to devote their time more productively to working on postal equipment of a specialized nature...." "Accordingly, I conclude that the Postal Service did not violate the National Agreement by entering into preventive maintenance contracts for the HVAC systems at the Fort Myers stations and branches.

C1T-4K-C 35749 ARBITRATOR MARTIN, FEBRUARY 14, 1991

Violations of clear language of the Agreement, which are continuing in nature, also are not time limited. If Management is not allowed to subcontract each day it operates under a subcontract is a continuing violation, and a Grievance may be filed on that matter at any time. The failure to file for a long period of time will certainly affect the remedy, but not the inherent right to grieve the violation of the Agreement. To find otherwise would be to allow the Contract to be interpreted, waived, and/or distorted by the inattention or incompetence of the parties at a local level. If employees are entitled to certain work, and it is done under subcontract, each day that they are deprived of their work is another violation of the employee's rights under the Contract, and he does not lose those rights due to temporary inaction...." "Since the violation is continuing, the 14-day time limit also continues, and the matter does not become non-arbitrable because of the passage of a long period of time...." "Arbitrator Gamser found that the MS-47 Handbook contains standards binding upon Management; Arbitrator Collins found that ASM, Part 535.261 is binding upon the parties, and Arbitrator Zumas found that lawn care is included in the cleaning service referred to in the ASM Section 535.261, and the limitations there are as binding on the subcontracting of lawn care as on any other form of cleaning service. Article 32 had no relevance to this Grievance, because there were more specific limitations on subcontracting of the work here involved...." "The only consideration left is the remedy. There are two facets of that: the time when a remedy commences, and the nature of the remedy. As to the first, the Grievance was filed after Management had been subcontracting lawn care for some five years, and shortly after a new Contract was signed. The remedy cannot be effective more than 14 days prior to the filing of the Grievance, and that time is inappropriate based upon other facts. Management had developed a right to rely upon its authorization to subcontract, and signed a new subcontract shortly prior to the filing of the Grievance, the specifics of which were not put in the record. Therefore, the remedy will commence upon the conclusion of the Contract which was signed just prior to the filing of the Grievance. When the facts are applied to Article 32, the generic subcontracting authority, there does not appear to be clear justification for the subcontracting. No showing of any public interest in the subcontract was made, the cost appears to be more likely greater under the subcontract than under in-house maintenance, efficiency was not supported by any evidence, availability of equipment was also not supported by evidence and the qualification of the employees was found to be adequate, or if not adequate to be the fault of Management. The specific authorizations for the subcontract would have come from the ASM, which while encouraging contract service when economically advantageous, does not encourage subcontracting when not economically advantageous. Further, it directs Management to MS (47) for the specifics of its subcontracting, and that document, part of the

Contract under Article 19, appears to make subcontracts permissible only for those installations where maintenance personnel are not qualified to perform the routine preventative maintenance...." "Based on all of the above, the conclusion must be drawn that the subcontracting of refrigeration service was in violation of the Agreement, principally Article 19.

SOV-3U-C 3651 ARBITRATOR MOBERLY, MARCH 9, 1994

The arbitrator in the instant case accepts the rational of Arbitrator Caraway as to the continuing nature of the alleged subcontracting violation, and finds the grievance herein to be timely filed...." "Nothing in the contract requires that management employ PTF's for forty hours per week before subcontracting work. Moreover, the Union did not show that the factors set forth in Article 32.1 favored its position. In fact, the testimony taken as a whole showed that the opposite was true. This subcontracting has existed since the early 1980's. Management's testimony was persuasive in showing that its subcontracting was cost effective, safe, and required less inventory and equipment to be on hand. For example, painting has always been contracted out for safety reasons. Accordingly, the grievance must be denied.

C7V-4L-C 34655 ARBITRATOR NATHAN, MARCH 26, 1993

The issues in this case are as follows: Did the Postal Service violate the National Agreement when it contracted out auto body and fender repair work after moving into a new VMF? If so, what is the appropriate remedy? While the Union faults the VMF for not inquiring whether any employees had experience, there would be no reason to do so if the positions were not authorized. And, the VMF had initially sought such authorization and it was denied. The Union also criticizes the failure to conduct a formal cost analysis before contracting out the work. For the purposes of this case, however, even if management should have conducted such an analysis, that by itself is not a basis to sustain the Grievance. The Union still has to prove that contracting out is not cost effective. Assuming for the sake of discussion that there was a procedural error in the subcontracting process, it is still for the Union to prove that the subcontracting did not meet the criteria set out in Article 32.1. The Union has not done this. It attacks the Service's computations, but it does not supply one of its own to show that keeping the work in-house would be more cost effective. The problems with much of the Union's case is that it is based upon speculation and not evidence.

C1T-4C-C 23371 ARBITRATOR NATHAN , OCTOBER 1, 1992

In the present case, it is apparent that the Service failed to give due consideration to the relevant factors. The parties have stipulated that the necessary equipment was available and that the bargaining unit employees were qualified to perform the subcontracted work. Although Manager Drier testified that he also gave due consideration to cost and efficiency factors in making the subcontracting decision, his testimony has been amply rebutted by the Union. Finally, the Service contends that the Union cannot question whether due consideration was given to issues of public interest because public interest was not among the factors cited in the grievance documents. This grievance cannot be overruled because the Union omitted a reference to one factor from its description of the alleged violation when it was otherwise implied in the description.

E7T-2E-C 13473 ARBITRATOR POWELL, FEBRUARY 28, 1990

"It is the position of the Union that the contracting out of lawn care is a continuous violation, and that the omission to file at an earlier date, only limits their request for damages and does not preclude their right to grieve contracting out of a function and the included jobs...." "The failure to file has not prejudiced the Employer....", "if any, to the Union. Thus, the Union's demand for damages would be limited to the fourteen-days prior to the filing and the subsequent period if they prevail...." "Based on the testimony presented by management, there has been no adverse impact on the number of custodial employees employed. No employees were laid off as a result of subcontracting the lawn work. The property is receiving expert care, and no employees had been previously trained in the care and feeding of lawns, trees, shrubs, and the plantings of same. There have been definite savings over and above the use of new hires and the cost of equipment and supplies which would be necessary. The Union has failed to show any adverse impact on any of the employees presently employed. To the contrary, management has shown that there has been no diminution in numbers of employees. That the work involved has never been performed by the current employees either in the volume required or the know-how expected. In the present case, management did follow the dictates of the MS-47 and the ASM in arriving at a decision to subcontract lawn care at the Reading facility. Based on the evidence presented, I find that the Employer has complied with the subcontracting requirements of the Collective Bargaining Agreement and has met the requirements of efficiency and effectiveness set forth in Article 3. Permitting this case to be decided on its merits and not dismissing the matter on the basis of untimeliness was done for two purposes. The Union on their part failed to explain the inexcusable delay in filing for relief, and management was not able to demonstrate resulting prejudice or injury because of the delay."

E7T-2N-C 19045 ARBITRATOR POWELL, DECEMBER 18, 1990

"Management has demonstrated both a good faith business justification for its subcontracting decision and the absence of any anti-Union or anti-bargaining unit motivation. It has relied upon the existence of a relatively broad management rights clause acknowledging its rights and obligations to work efficiently and effectively plus specific criteria which is demanded by Article 32. Employee job security has not been diluted nor have any general contractual obligations been undermined."

N7T-1R-C 34813 ARBITRATOR SHEA, APRIL 10, 1992

"The arbitrator must concur with the union's contentions that when considering the contractual appropriateness of the subcontracting of maintenance work, the general provisions of Article 32 must be read in conjunction with the more specific provisions of the ASM. Specifically, the arbitrator determines that ASM Section 535.23 is controlling on the issue of whether or not the service was contractually authorized to subcontract snow removal and ASM Section 535.26 is controlling concerning the same issue relative to the internal cleaning work at the CFS Annex. In the opinion of the arbitrator, ASM Section 353.23 limits the subcontracting of snow removal work to circumstances where the work cannot be performed expediently by bargaining unit employees within

the criteria of Article 32. The arbitrator determines that the union, as the moving party, must produce sufficient evidence to establish a prima facie case that career employees could perform the work in question. The arbitrator finds that the union met that burden."

E7T-2N-C 21984 ARBITRATOR ZOBRAK, JULY 31, 1992

"The record fails to reveal any evidence of adverse impact on the bargaining unit or individual employees caused by the contracting out of the dock door repairs. The record, instead, leads to the conclusion that the repair and maintenance of the mail processing equipment would have been jeopardized and the efficient handling and processing of the mail would have been negatively affected. It must be remembered that when the Postal Service considers subcontracting, the public interest and efficiency must be considered. The primary function of the MPEs is to assure that the mail processing equipment is functioning properly. The MPEs were working a full work week and some overtime to assure the efficient processing of the mail. It is further concluded that there is no contractual obligation for the Postal Service to use the MPEs on overtime to avoid the contracting out of the disputed work. For all these reasons, the remedy requested will not be granted."

N7M-1T-C 38718 ARBITRATOR ZUMAS, JULY 7, 1992

On February 19, 25, 16, and March 4 and 8, 1991, private mailer trailer drivers for Mailing Services, Inc., unloaded mail at the Hicksville postal facility. The Union alleged that this was impermissible in that it was subcontracting out work depriving Mail Handlers of the right to perform the work.... "Management took the position that the unloading of mail by private mailers is consistent with the guidelines of the Bulk Mail Acceptance Handbook, DM-102; and also that mailings prepared by the mailer are not considered to be U. S. Mail until accepted and verified at the accepting Postal facility...." "The above-quoted regulations make it clear that: 1) Private Mailers have an obligation to off load this mail without assistance on the dock of the accepting facility; 2) It is not considered to be U. S. Mail unless and until it is accepted, by various procedures, at the accepting facility; and 3) There is no obligation on the part of Management to assist in the off loading of this mail."

S7T-3Q-C 31264 ARBITRATOR LARSON, APRIL 20, 1994

"It is clear that the 1984 and 1987 Memoranda and the quoted provisions of the ASM and the MS-47 Manual are contractual and expand on the meaning and application of Article 32. The usual tasks performed in maintaining lawns, shrubbery and trees, including planting of flowers, are custodian's work...." "But in the present case the work subcontracted went considerably beyond usual maintenance or cleaning service. Accordingly, my conclusion is that management did not commit a contract violation in subcontracting the redesign and reconstruction of the flower bed outside the GMF building. This conclusion is consistent with the distinction which is made out in the cases cited by the PS and the union."

C4T-4F-C 8761 ARBITRATOR ORDMAN, DECEMBER 29, 1988

"Management should have utilized its own personnel to do the subject work under Section 535.111 (of the ASM). Neither of the exceptions applies. Capable personnel were available and no special equipment, not readily available, was needed...." "The estimate of its own electricians as to the labor cost if they did the job was \$2,062.80. A representative of management indicated that the projected labor cost for the outside labor contractor was in the neighborhood of \$20,000...." "There was undisputed evidence that more complex and extensive electrical projects had been assigned and performed by the staff electricians in the past...." "I conclude and find that all elements enumerated in Articles 17 and 32 of the National Agreement and in section 535 of the Administrative Support Manual having been considered and applied, the work here in dispute should have been assigned to the three maintenance electricians herein identified."

S7T-3W-C 28476 ARBITRATOR SCHEDLER, JANUARY 18, 1990

"The situation in a contracting out award is not a bright line that tells management, or an arbitrator, when work should be contracted out and when it should not be contracted out. This grievance involved 8 hours of work for 4 employees. I am satisfied that there are many occasions when management could save money contracting out custodial work, however, for the small amount of hours involved and, if there are employees and equipment available to do the work, management has a greater obligation to honor the recognition clause and work in harmony with the employees than to save a few dollars by contracting out."

E7T-2M-C 40906 ARBITRATOR SICKLES, APRIL 1, 1992

"The union clearly established that the service's staffing determination contemplated that snow removal would be performed by custodians, a function clearly within their job description. The general right of the service to subcontract under Article 32 must give way to the specific protections to continued work accorded by the MS-47 Handbook as incorporated by reference in Article 19. (See specifically, N7T-1W-C 26079). In any case the service did not make a case that the arrangement with the subcontractor was any more efficient or beneficial to the public than using USPS workers...." "Although there are at least two decisions which find otherwise, my decision is to follow the precedent set in N4T-1G-C 33419 where Arbitrator Liebowitz ordered compensation at the applicable hourly rate...." "The grievance is sustained as noted above."

N0T-1N-C 2291 ARBITRATOR TENER, FEBRUARY 20, 1993

"The Service has not shown that it was not expedient or unsafe to have custodial employees handle the window cleaning in question. It is a fact that nobody lost a work opportunity. The work in question is a small part of the over-all window cleaning at the facility. Nevertheless, there is an important issue of principle here. The Manual is clear in setting limits on the subcontracting of this specific task...." The Union has shown that the window cleaning work in question is work within the maintenance craft. It was contracted out because of an alleged safety hazard. The record does not support the Service's position on that score."

B90M-1B-C 92936319 ARBITRATOR:TALMADGE MAY 2, 1995

"The Pre-Arbitration Agreement of February 13, 1992, case #47A -MA-C 191027 between the parties concerning the revision to the Domestic Mail Manual (DMM) 722.421 led to an understanding that the revisions were not designed to eliminate Mail Handlers work. More over that the service's policy with respect to unloading and bedloaded shipments is as was provided in Section 5.2 of the "Drop Ship Program Operation Guidelines" dated September 27, 1991...." The service demonstrated that it gave "due consideration" to factors specified in Section 32.1 and Section 32.2. Accordingly, the Arbitrator finds that the Postal Service did not violate the provisions of the National Agreement by having drivers and other non-postal personnel unload drop-shipment trailers.

MANAGER, MAINTENANCE, EAS-23

FUNCTIONAL PURPOSE

Manages the maintenance function of a major mechanized/automated mail processing center or facility including the maintenance, repair and modification of all equipment, buildings and related systems that support postal operations. Provides technical support to post offices in an assigned area.

DUTIES AND RESPONSIBILITIES

1. Manages the maintenance, repair and modification of all systems and equipment that support the facility's operations and its detached units; manages the inspection of all buildings, systems, and equipment; ensures that corrective action is taken.
2. Manages the maintenance, repair, and alteration of all postal buildings within an assigned area.
3. Manages the maintenance safety and energy conservation programs; ensures that buildings and equipment comply with all federal safety standards; ensures that maintenance employees are trained in and comply with safety regulations.
4. Manages planning and maintenance control activities including the procurement and stocking of repair parts and supplies, planning and scheduling work, and maintaining service histories.
5. Identifies the need for contract services for maintenance, repair, or alterations; ensures that work is completed according to the terms of the contract.
6. Oversees the installation and testing of new or relocated equipment including site preparation.
7. Participates as required, in local, area and national programs for testing, development, and evaluation of postal systems and equipment.
8. Manages a large size workforce of electronic technicians, journeymen, mechanics and custodians through a small to medium size group of supervisors.
9. Provides technical support to postmasters and supervisors in post offices related to the maintenance of postal buildings and equipment.
10. Provides input for facility's budget; controls costs within budget allocations.
11. Manages the cleaning of a postal facility and its detached units.

SUPERVISION

Manager, Processing and Distribution Center/Facility; Manager, Bulk Mail Center; or Manager, Airport Mail Center/Facility, Manager, International Service Center

(Continued on Next Page)

SUPERVISOR, MAINTENANCE OPERATIONS, EAS-16

FUNCTIONAL PURPOSE

Supervises the building and equipment maintenance, and custodial activities at a small associate office mail processing center.

OPERATIONAL REQUIREMENTS

This position is intended for use as the principal maintenance supervisor at a small associate office mail processing center where automated mail processing equipment, (i.e., OCR, BCS, etc.) is operational.

DUTIES AND RESPONSIBILITIES

1. Supervises directly a small to medium-size group of electronics technicians, mechanics and custodial employees.
2. Supervises all preventive and corrective maintenance activities related to the mail processing equipment, the building, and the building's systems. Determines the cause of failures to systems and equipment; recommends changes in procedures, if appropriate.
3. Supervises the preparation of maintenance schedules, determines priorities, assigns work, and ensures that work assignments are completed satisfactorily.
4. Ensures compliance with established maintenance standards, safety regulations, and energy conservation practices.
5. Coordinates maintenance activities with other supervisors within the facility, as required.
6. Supervises on-the-job training for the subordinate group of maintenance employees.
7. Provides input for the facility's operating budget; controls costs within budget allocations.
8. Participates, as required, in regional and national programs for testing, development, and evaluation of postal systems and equipment.
9. Meets with union representatives to resolve disagreements.

SUPERVISION

Manager, Mail Processing; Superintendent, Postal Operations, or Postmaster

SELECTION METHOD

See Handbook EL-311, Section 540 - Selection Policies For Nonbargaining Positions.

(End of Document)

GROUP LEADER, CUSTODIAL, PS-04

FUNCTIONAL PURPOSE

In accordance with specific instructions, or well defined work assignments furnished by supervisor, oversees the work of up to approximately 15 laborers, janitors and cleaners performing general laboring and cleaning duties.

DUTIES AND RESPONSIBILITIES

1. Assigns tasks to be performed by laborers, janitors and cleaners.
2. Checks performance of employees both during and upon completion of assignments.
3. Instructs new employees in cleaning methods and in the proper use of tools and equipment.
4. Oversees the moving of furniture and equipment.
5. In addition may perform laboring tasks as required; acts for supervisor in that person's absence.

SUPERVISION

Supervisor of unit to which assigned.

328

SELECTION METHOD

Senior Qualified when filled from Custodial Laborer (Lvl 3) 3502-03XX, SP 6-13. Best Qualified when filled from any other position.

BARGAINING UNIT

BLDG/EQUIP MAINT

KEY POSITION REFERENCE

KP-0008

(End of Document)

Document Date: 11-02-94

Occupation Code: 3501-01XX

SPD Number: SP-6058

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23-3

MAINTENANCE MECHANIC, PS-04

FUNCTIONAL PURPOSE

Independently performs a variety of low technical and semiskilled tasks in various trades and crafts; and assists higher level maintenance employees in the performance of preventive, corrective and predictive maintenance tasks, that require additional knowledge, skills and abilities.

DUTIES AND RESPONSIBILITIES

1. Independently inspects conveyors; cleans, lubricates, adjusts and makes minor repairs of a routine nature to mechanized mail processing, mail handling, delivery and/or building equipment; performs mail searches and clears jams and blockages.
2. Makes minor repairs to electrical systems, motors and case lights; assembles, disassembles, and repairs equipment or furniture; performs minor painting jobs and assists in major painting jobs.
3. Under the direction of skilled maintenance employees, locates and corrects sources of trouble and performs repair, relocation or modification of equipment or systems, disassembles equipment, and replaces parts or components.
4. Maintains an awareness of equipment operation, especially excessive heat, vibration, and noise; reports obvious equipment malfunctions, hazards or wear to supervisor.
5. May drive a vehicle to transport tools, equipment, employees, materials or in the normal performance of assigned duties.
6. Completes or initiates work record sheets, as required. Maintains required records and takes readings from meters, gauges, counters and other monitoring and measuring devices.
7. Follows established safety practices and requirements while performing all duties.
8. Uses necessary hand and power tools, gauging devices, and test equipment as required in the course of assigned duties.
9. Performs other duties as assigned.

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Document Date: 11-02-94

Occupation Code: 4749-11XX

SPD Number: SP-6086

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MAINTENANCE MECHANIC, PS-04

(Continued from Previous Page)

SUPERVISION

Supervisor of unit to which assigned.

SELECTION METHOD

BARGAINING UNIT

BLDG/EQUIP MAINT

KEY POSITION REFERENCE

KP-0009

355

(End of Document)

Document Date: 11-02-94

Occupation Code: 4749-11X1

SPD Number: SP-6086

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23.5

MAINTENANCE MECHANIC, PS-05

FUNCTIONAL PURPOSE

Independently performs semiskilled preventive, corrective and predictive maintenance tasks associated with the upkeep and operation of various types of mail processing, buildings and building equipment, customer service and delivery equipment.

DUTIES AND RESPONSIBILITIES

1. Independently performs preventive maintenance and minor repairs on plumbing, heating, refrigeration, air-conditioning, low-voltage electrical systems, and other building systems and equipment.
2. Performs preventive maintenance and routine repairs on simple control circuitry, bearings, chains, sprockets, motors, belts and belting, and other moving parts or wearing surfaces of equipment.
3. Assembles, installs, replaces, repairs, modifies and adjusts all types of small operating equipment such as letter boxes, mechanical scales, stamp vending equipment, building service equipment, mailhandling equipment and related equipment.
4. Under the direction of skilled maintenance employees, or clearly written instructions from either hard copy or electronic format, performs specific tasks related to disassembling equipment, replacing parts, relocating and reassembling equipment; assists higher level workers in locating and repairing equipment malfunctions.
5. Maintains an awareness of equipment operation, especially excessive heat, vibration, and noise, reporting malfunctions, hazards or wear to supervisor.
6. Uses a variety of hand and power tools, gauging devices and test equipment required, or as directed, to perform the above tasks.
7. May drive a vehicle to transport tools, equipment, employees, materials or in the normal performance of assigned duties.
8. Completes or initiates work record sheets, as required. Takes readings from meters, gauges, counters and other monitoring and measuring devices. Maintains logs and other required records; reports on breakdowns and equipment being tested.

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Document Date: 11-02-94

Occupation Code: 4749-03XX

SPD Number: SP-6087

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MAINTENANCE MECHANIC, PS-05

(Continued from Previous Page)

9. Follows established safety practices and requirements while performing all duties.
10. May serve as a working leader over a group of lower level employees assigned to a specific task.
11. Performs other duties as assigned.

SUPERVISION

Supervisor of unit to which assigned.

SELECTION METHOD

BARGAINING UNIT

BLDG/EQUIP MAINT

KEY POSITION REFERENCE

KP-0010

357

(End of Document)

Document Date: 11-02-94

Occupation Code: 4749-031

SPD Number: SP-601

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23-7

BUILDING EQUIPMENT MECHANIC, PS-07

FUNCTIONAL PURPOSE

Performs involved trouble shooting and complex maintenance work on Building and Building Equipment systems, and preventive maintenance and preventive maintenance inspections of building, building equipment and building systems, and maintains and operates a large automated air conditioning system and a large heating system.

DUTIES AND RESPONSIBILITIES

1. Performs, on building and building equipment, the more difficult testing, diagnosis, maintenance, adjustment and revision work, requiring a thorough knowledge of the mechanical, electrical, and electronic, pneumatic, or hydraulic control and operating mechanisms of the equipment. Performs trouble shooting and repair of complex supervisory group control panels, readout and feedback circuits and associated mechanical and electrical components throughout the installation; locates and corrects malfunctions in triggering and other electromechanical and electronic circuits.
2. Observes the various components of the building systems in operation and applies appropriate testing methods and procedures to insure continued proper operation.
3. Locates the source of and rectifies trouble in involved or questionable cases, or in emergency situations where expert attention is required to locate and correct the defect quickly to avoid or minimize interruptions.
4. Installs or alters building equipment and circuits as directed.
5. Reports the circumstances surrounding equipment and failures, and recommends measures for their correction.

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Document Date: 11-02-94

Occupation Code: 5306-07XX

SPD Number: SP-6020

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23-8

BUILDING EQUIPMENT MECHANIC, PS-07

(Continued from Previous Page)

6. Performs preventive maintenance inspections of building equipment to locate incipient mechanical malfunctions and the standard of maintenance. Initiates work orders requesting corrective actions for conditions below standard; assists in the estimating of time and materials required. Recommends changes in preventative maintenance procedures and practices to provides the proper level of maintenance; assists in the revision of preventive maintenance checklists and the frequency of performing preventive maintenance routes. In instances of serious equipment failures, conducts investigation to determine the cause of the breakdown and to recommend remedial action to prevent recurrence.
7. Uses necessary hand and power tools, specialized equipment, gauging devices, and both electrical and electronic test equipment.
8. Reads and interprets schematics, blue prints, wiring diagrams and specifications in locating and correcting potential or existing malfunctions and failures.
9. Repairs electro-mechanically operated equipment related to the building or building systems. Repairs, installs, modifies, and maintains building safety systems, support systems and equipment.
10. Works off ladders, scaffolds, and rigging within heights common to the facility. Works under various weather conditions out doors.
11. Completes duties and tasks related to building equipment maintenance as required.
12. Observes established safety practices and requirements pertaining to the type of work involved; recommends additional safety measures as required.
13. In addition, may oversee the work of lower level maintenance employees, advising and instructing them in proper and safe work methods and checking for adherence to instructions; make in-process and final operational checks and tests of work completed by lower level maintenance employees.
14. Performs other job related tasks in support of primary duties.

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BUILDING EQUIPMENT MECHANIC, PS-07

(Continued from Previous Page)

SUPERVISION

Supervisor of unit to which assigned.

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-0019

(End of Document)

Document Date: 11-02-94

Occupation Code: 5306-07XX

SPD Number: SP-6020

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23-10

MAINTENANCE MECHANIC, MAIL PROCESSING EQUIPMENT, PS-07

FUNCTIONAL PURPOSE

Performs involved trouble-shooting and complex maintenance work throughout the system of mail processing equipment; performs preventive maintenance inspections of mail processing equipment, building and building equipment.

DUTIES AND RESPONSIBILITIES

1. Performs the more difficult testing, diagnosis, maintenance, adjustment and revision work, requiring a thorough knowledge of the mechanical, electrical and electronic, pneumatic, or hydraulic control and operating mechanisms of the equipment. For example, performs trouble shooting and repair of complex interlocking and supervisory group control panels, keying circuits, memory storage circuits, readout and feedback circuits, and associated mechanical and electrical components throughout the installation; locates and corrects malfunctions in scanning, triggering and other electromechanical and electronic circuits.
2. Observes the various components of the system in operation and applies appropriate testing methods and procedures to insure continued proper functioning.
3. Locates the source of and rectifies trouble in involved or questionable cases, or in emergency situations where expert attention is required to locate and correct the defect quickly to avoid or minimize interruptions to mail processing activities.
4. Installs or alters equipment and circuits as directed.
5. Reports the circumstances surrounding equipment failures, and recommends measures for their correction.
6. Performs preventive maintenance inspections for the purpose of discovering incipient mechanical malfunctions and for the purpose of reviewing the standard of maintenance. Initiates work orders requesting corrective actions for below standard conditions; assists in the estimating of time and materials required. Recommends changes in preventive maintenance procedures and practices to provide the proper level of maintenance; assists in the revision of preventive maintenance checklists and the frequency of performing preventive maintenance routes. In instances of serious equipment failures conducts investigation to determine the cause of the breakdown and to recommend remedial action to prevent recurrence.

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MAINTENANCE MECHANIC, MAIL PROCESSING EQUIPMENT, PS-07

(Continued from Previous Page)

7. Uses necessary hand and power tools, gauging devices, and both electrical and electronic test equipment.
8. Reads schematics, blue prints, wiring diagrams and specifications in locating and correcting potential or existing malfunctions and failures.
9. Observes established safety practices and requirements pertaining to the type of work involved; recommends additional safety measures as required.
10. In addition, may oversee the work of lower level maintenance employees, advising and instructing them in proper work methods, and checking for adherence to instructions; or make in process and final operational checks and tests of work completed by lower level maintenance employees.

SUPERVISION

Supervisor or manager of unit to which assigned.

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-0019

(End of Document)

Document Date: 11-02-94Occupation Code: 5342-01XX
SPD Number: SP-6064

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ELECTRONIC TECHNICIAN, PS-09

FUNCTIONAL PURPOSE

Independently performs the full range of diagnostic, preventive maintenance, alignment and calibration, and overhaul tasks, on both hardware and software on a variety of mail processing, customer service, and building equipment and systems, applying advanced technical knowledge to solve complex problems.

DUTIES AND RESPONSIBILITIES

1. Performs complex testing, diagnosis, maintenance, alignments and calibration, overhaul, and revision, of electronically operated or controlled equipment or systems; may be required to perform maintenance of associated electromechanical equipment and systems.
2. Observes the operation of systems and equipment, and applies various testing and diagnostic methods and procedures to locate and correct malfunctions and/or failures and ensures maximum system performance.
3. Performs equipment inspections to assess the quality of service or maintenance received, and to discover incipient malfunctions; initiates work orders requesting corrective actions for equipment not meeting maintenance or operating standards; estimates time and materials necessary to make corrections and conducts investigations of frequent or serious equipment failures to determine the cause of the breakdown and to recommend remedial maintenance action.
4. Recommends changes to servicing and preventive maintenance activities; assists in the revision of preventive maintenance and operator checklists, and their frequency to sustain the proper degree of maintenance.
5. Performs analyses of equipment failures; reviews operational reports, audits, and other information, to determine where operational enhancement can be made to prevent equipment or systems deterioration.
6. Participates in the installation, removal, modification, assembly, and/or disassembly of systems and equipment.
7. Participates in classroom, on-the-job, and correspondence training programs; attends courses at postal facilities, trade schools, and manufacturers sites; assists in developing and implementing training programs; provides on-the-job training to other lower level maintenance employees.

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ELECTRONIC TECHNICIAN, PS-09

(Continued from Previous Page)

8. Provides technical support to other employees in the facility or in installations within the area served; performs in-process and final operational checks and tests work completed by other employees; may work without direct supervision.
9. May drive a vehicle or use other appropriate modes of transportation in the course of assigned duties.
10. Follows established safety practices and requirements while performing all duties; reads and adheres to instructions listed in applicable maintenance directives; maintains a library of maintenance directives.
11. Performs other duties as assigned.

SUPERVISION

Supervisor of unit to which assigned.

SELECTION METHOD

BARGAINING UNIT

BLDG/EQUIP MAINT

KEY POSITION REFERENCE

KP-0023

(End of Document)

Document Date: 11-02-94

Occupation Code: 2604-01XX
SPD Number: SP-6080

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23-14

STANDARD OPERATING PROCEDURE

TITLE Contractors Safety Rules on USPS Property

SOP NUMBER	ORIG. DATE	REVISION DATE	PAGE NUMBER
S10	12/26/96	04/30/97	01 OF 02

1.0 SCOPE

This standard operating procedure is to provide safety rules that contractors must follow while performing work on USPS property.

2.0 DEFINITIONS

Contractors are any person/s not employed by the USPS performing work for the US Postal Service due to a contract or services requisitioned.

3.0 PURPOSE

To provide a standard set of rules that contractors must follow when performing work on any US Postal Service property.

4.0 APPLICATIONS

Applies to all work performed on USPS property by anyone not considered a USPS employee.

5.0 EXCEPTIONS/RESTRICTIONS

The use of USPS equipment by contractors is prohibited.

6.0 MANAGEMENT CONTROLS

Adherence to these procedures is essential in accident prevention.

7.0 PUBLICATIONS/REFERENCES

None

TITLE Contractors Safety Rules on USPS Property
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SOP NUMBER	ORIG. DATE	REVISION DATE	PAGE NUMBER
S10	12/26/96	04/30/97	02 OF 02

8.0 PROCEDURES

1. All contractors should be given a copy of safety rules.
2. The contractors representative should return a signed copy of these rules, reflecting their understanding prior to the start of any work. (Rules and acknowledge sheet below)

9.0 IMPORTANT TO REMEMBER

Disregard by contractors to these safety rules could result in injury to themselves, USPS employees or customers and damage to USPS property.

USPS management always have the right to stop work and remove the contractor/s from the premises for failure to follow these rules.

END OF PROCEDURE

CONTRACTOR
SAFETY REGULATIONS

UNITED STATES POSTAL SERVICE

(PLANT OR STATION NAME)

CONTRACTOR'S SAFETY RULES

A. FIRE SAFETY AND "HOT WORK" REQUIREMENTS FOR WELDING/CUTTING OPERATIONS

A "Hot Work" permit must be completed and filed by all Contractors before commencement of cutting operations. The Hot Work permit must be filed with the Maintenance Manager or Postmaster before any work begins. The permit must be signed-off by the Maintenance manager and the contractor, after the work area has been inspected and the document properly completed.

During welding or cutting operations, the following procedures are to be considered the minimum safety precautions:

1. Water buckets - Fire extinguisher - Fireproof tarpaulins, must be used and kept in close proximity to all "Hot Work" operations. The tarpaulin must be placed on section of wooded floors in immediate vicinity of "Hot Work", and when working over mechanized equipment.
2. Adjacent walls, galleries, etc., are to be wet down before, during, and after any "Hot Work" operations.
3. "Fire Watcher" is to be kept on duty during the "Hot Work", and for a least one-half hour thereafter, in order to detect any smoldering fire.
4. Area must be cleared of flammable rubbish, paper, waste, etc., for at least a 25 foot radius. Also, must be cleared of working mail, sacks, pouch racks, and other mail containers.
5. Area is to be roped off and shielded to protect personnel from hot sparks, falling materials, and ultra-violet radiation.
6. Flammables and explosive gases must be stored off premises. Only the minimum amount actually required for the immediate work shall be taken to the point of operations and shall be kept at a safe distance from the "Hot Work".
7. Make sure welding/cutting fumes are well ventilated out of work area to minimize any employee discomfort. Metal ventilating ducts and conduits must not be cut by torch, but by mechanical means. When "Hot Work" is done in the vicinity of such ventilating equipment, the air "intake" must be shut off and locked in the OFF position. This can be done by notifying the maintenance official in charge.

Following completion of the welding/cutting operations, the area is to be inspected to ascertain that it is fire safe and the Hot Work permit will be signed off in Section B.

Hot Work Permit

Permit for cutting and welding
with portable gas or arc equipment

Section A (to be completed before work begun)

Location of work

1. Building _____
2. Floor _____
3. Location within building _____

Time

This permit is valid from _____ to
hour date

hour date

No hot work is to be performed under the authority
of this permit outside of this period.

Description of work _____

Special precautions to be taken _____

Is a Fire Watch Required? Yes No

The answers to the following questions must be yes
or not applicable.

- * Are installed sprinklers and fire alarms in
service? _____
- * Are fire extinguishers readily available to
personnel doing the hot work? _____
- * Do workers know how to turn in a fire alarm?

- * Are combustible and flammable materials
moved at least 50 feet away from the hot
work, or protected from sparks by
noncombustible blankets or guards? _____
- * Are walls, within 50 feet, and floors made of
noncombustible materials or covered with
noncombustible blankets or guards? _____
- * Are wall and floor openings covered? _____

* Is the work area roped off? _____

* Are conveyors, towveyers, or other equipment
which could bring combustible materials into
work area either locked out or covered? _____

* Are covers suspended beneath work to collect
sparks which could damage equipment below?

* Does the fire watcher have an extinguisher?

Signed _____
Designated Management Representative
(after inspection)

Signed _____
Mail Processing Tour Superintendent

Signed _____
Contractor's Representative

SECTION B

Final Check (to be completed after completion of
work)

FINAL CHECKUP

Work area and all adjacent areas to which
sparks and heat might have spread (including
floors above and below and on opposite sides
of walls) were inspected 30 minutes after the
work was completed and were found fire free.

Signed _____
Designated Management Representative
or Fire Watcher

Signed _____
Contractor's Representative

MS-56 TL-2, Jan. 86

B. OVERHEAD WORK - SCAFFOLDS, LADDERS, ETC

1. Scaffolding must be erected securely, and have securely fastened guard rails and toe boards. planking must be suitable and in good condition to support the load and secured from falling down.
2. Proper ladder(s) must be used for the job. ladder(s) should not be left unattended in postal work areas.
3. Scaffolds or tarpaulins are to be placed below overhead work to protect personnel from any falling tools or materials, in addition to toe boards.
4. Area is to be roped off to keep Postal employees at a safe distance (minimum 15 feet in all directions from the point of operation).
5. Contractor employees are not permitted to stand on postal tables, conveyors, containers, or other postal equipment to do overhead work. They are to use their own, properly designed equipment.
6. All scaffolding will be erected, constructed, and used in accordance with (CFR) 1910.28 et seq CFR 1926.
7. All scaffolding less than 45 inches wide and over 4 feet high, or any tubular scaffolding over 10 feet high must be equipped with guard rails and toe boards.

C. HAZARDS OF INCOMPLETED WORK

1. Open switch boxes and live wires must be protected against unauthorized employees.
2. Holes in floors must be securely covered to prevent tripping or falling into the hole.
3. No work is to be started (steel beams hung etc.), which cannot be properly secured before work is finished for the day.
4. Project Manager or maintenance Manager must be informed of the unfinished status each day.

D. ELECTRICAL LOCKOUT PROCEDURES

For the protection of all personnel working within the facility, a lockout policy has been established and must be adhered to explicitly.

1. Before any power is disconnected or reconnected, the Maintenance Department must be notified.
2. A minimum of two locks shall be required on any locked-out circuit (Contractor/ USPS Maintenance).
3. Red tags will be required with the following information:
 - a. Circuit nomenclature
 - b. Date
 - c. Contractor/ maintenance names and signatures
 - d. Reason for lockout
4. Prior to starting work on de-energized circuits, always check with proper instrument to ascertain that they are de-energized. In case there are electrical devices, controls or capacitors on these lines, be sure that they are grounded and any charge has been neutralized.

E. HOUSEKEEPING REQUIREMENTS

1. Contractors are positively prohibited from using Post Office equipment and tools (skids, trays, tubs, tractors, forklifts, etc.)
2. Contractors are to consult with the Project Manager in charge of the installation before bring in materials. so that he can designate storage points which will not interfere with postal operations. Materials are to be placed in an orderly manner in designated areas so there are safe passageways for employees and postal handtrucks.
3. Contractors are to remove their tools, supplies, etc., to the proper storage areas when they end the day's work.
4. Contractor is to clean all scrap material from the workfloor each day. A container or bin should be provided by the contractor to discard metal, wire, wood, etc. Carelessly discarded scrap materials have been responsible for accidents to employees.
5. Contractor is to disconnect electric cords from welding equipment or from electrical outlets when they are not needed and roll them up neatly.
6. Lunch wrappings, coffee containers, package wrappings, and other refuse are not permitted on the workfloor.
7. Indoor smoking is prohibited in all postal facilities. Outdoor on postal premise smoking is also prohibited in many Postal facilities. Contractors are prohibited from smoking indoors in all Postal facilities. Additionally, at facilities where outdoor on premise smoking is permitted, contractors will only be allowed to smoke in designated areas.
8. Contractor must take precautions to protect postal patrons when their work affects vehicular and pedestrian traffic.
9. Must observe compound/ facility speed limit and traffic regulations.

F. HAZARD COMMUNICATION

1. Contractor must provide a Material Safety Data Sheet (MSDS) for every hazardous material (as defined by the Occupational Safety and Health Administration's Hazard Communication Standard) they intend to use on Postal premises.
2. The USPS will provide MSDS sheets on materials used in house.
3. Recent incidents involved application of floor sealers and paints which caused facility evacuations, employee discomfort, and disruption to operations. This identifies the need to establish a mechanism to ensure that management and employees are informed of potential hazards. Accommodations for specific types of ventilation (exhaust fans) etc. and additional safety precautions may need to be implemented-contract maintenance manager facility.
4. Contractors are responsible for removing any hazardous waste generated by their activities. they are responsible for storing, transporting, and disposal, as well as acquiring necessary permits.
5. The USPS will take all possible steps to ensure materials are free of Lead or (ACBM) Asbestos Containing Building materials prior to start of all work.

G. PROTECTION FROM CURIOUS OR CARELESS PERSONNEL

Contractors should provide a number of "Danger", "Keep Out", signs, ropes, and barricades to warn people of any hazardous work operation. This protection is very important when postal and non-postal personnel are working in the immediate area.

In order to help complete work in a safe manner and without unnecessary delays and interruptions, the contractor should coordinate his plans for operation with the Project manager and Supervisor in charge of the installation - IN ADVANCE. We must make every effort to ensure that the contractor work is completed without injury, accident, fire or preventable incidents that unduly interfere with the efficient processing of the mails.

II. CONFINED SPACES

Contractors are required to comply with OSHA requirements for confined spaces. Questions regarding confined space locations can be identified by contacting the local maintenance manager.

I. DIGGING

1. Call All utilities!
2. Shoring of trenches greater than 4 feet.

I have read and understand the responsibilities of the USPS Contractor Safety Regulations.

Contractor Signature/ Date

Postal Representative/Date