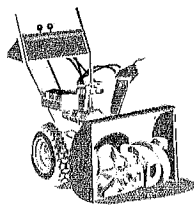
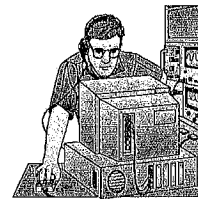
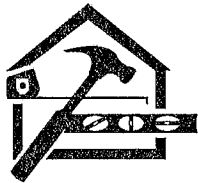


MAINTENANCE SUBCONTRACTING WORKBOOK

Fourth Edition



***Our Work . . .
Our Jobs!***

Newly revised and updated August 2007

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CD Version Contents

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– Introduction –

This workbook is the result of many years of experience, with contributions to its development over those years by numerous Maintenance Craft National Business Agents and Maintenance Craft resident officers. It was completely revised by Gary Kloepper with assistance from Donald L. Foley, Central Region National Business Agents in 2000. Minor revisions occurred in January 2001; and, in preparation for the 2002 National Convention workshop, it was revised and updated again. In 2004 a supplement to the CD version was provided with additional resource material and arbitration cites. This revision is a complete update undertaken to make this workbook expressly more useful for the stewards who process subcontracting grievances, laying the foundation, in many cases, for arbitration of our subcontracting disputes. In doing so, we have decreased emphasis on argument and arbitral history that generally benefits arbitration advocates.

Chief among our purposes in developing this workbook is the hope that it contributes to an understanding of subcontracting issues. With this understanding and by relying on the methods, techniques and strategies described here, stewards should expect to process grievances ready for arbitration as necessary. Where the Postal Service has violated the terms of the National Agreement, this workbook should assist in making that determination and in proving the case.

This workbook draws from its earlier versions, Gary Kloepper's Handbook for Advocates, Gary Hamrick's fine work Subcontracting Grievance Guidelines and countless other sources that have developed over our years of experience. As with any such document, this workbook must be considered by those who use it as a starting point.

*Donald L. Foley
National Business Agent
Maintenance Craft
Central Region*

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Maintenance Subcontracting Workbook

Fourth Edition – CD version

The **Maintenance Subcontracting Workbook CD** contains numerous links between the **Workbook** itself and the documents referred to therein. Please take advantage of this tool to gain access to the contents of the CD. However, do not hesitate to also explore the contents of the CD separately. For example, should you wish to see what arbitration awards have been rendered by a particular arbitrator, you may find the folder **Arbitrations** a good resource as the awards are named and listed alphabetically by arbitrator last name. There are also numerous documents contained on the CD that do not have specific reference or link from the **Workbook**.

This CD contains a **Topic Index**, listing all arbitration awards and Step 4 settlements with links to the actual documents. The documents on the CD are contained in the following **folders** and **subfolders**:

Arbitrations

– *National Interpretive Awards and Regional Awards, alphabetically by Arbitrator*

Administrative Support Manual

– *Issue 13 as of March 29, 2007*

Briefs and Position Statements

– *Mostly post-hearing briefs*

Das ASM revision briefs

– *APWU and Postal Service*

Service briefs

– *A few regional arbitration briefs*

Union briefs

– *Numerous regional arbitration briefs*

Gary Kloepper's Subcontracting Handbook for Advocates, Vol.3

– *Including all documents referenced and linked*

Cleaning Services

– *Miscellaneous documents relating to custodial issues*

Federal Law

– *Davis Bacon Act and Service Contract Act excerpts*

Handbooks

AS504

AS701

MS Series

RE Series

Hourly Rates for Maintenance Labor

– Per MMO and eMARS

Miscellaneous

National Initiatives and Projects

Purchasing Regulations (USPS)

– Interim Purchasing Guidelines, May 2005 (see www.usps.com)

Staffing Guidelines

Step 4's

USPS Documents

USPS Step 2 Training

(If you have only the hardcopy of the **Workbook**, you should feel free to contact your Maintenance Craft National Business Agent for a copy of the CD version or a copy of any of the documents referenced here. Please also note that many of the documents you may need are Postal Service documents, to which you – as a steward – are entitled through an appropriate information request under Articles 17 and 31.)

In general terms the right to subcontract is one that belongs to management, absent any specific contract restrictions. See, Elkouri and Elkouri, How Arbitration Works, (4th Edition, 1985) at pages 537-538. However, subcontracting is frequently a subject of arbitration as it requires a delicate balance between "the employer's legitimate interest in efficient operation and effectuating economies on the one hand and the Union's legitimate interest in protecting the job security of its members and the stability of the bargaining unit on the other." Id. at page 538.

* * *

In achieving a balance between competing interests on the part of the employer and the union when it comes to subcontracting, fundamental notions of good faith and fairness must be considered. Indeed, subcontracting out work that bargaining unit employees believe belongs to them goes to the very core of the employer-employee alliance and can often threaten that important relationship:

Job security is an inherent element of the labor contract, a part of its very being. If wages is the heart of the labor agreement, job security may be considered its soul. Those eligible to share in the degree of security the contract affords are those to whom the contract applies . . . The transfer of work customarily performed in the bargaining unit must therefore be regarded as an attack on the job security of the employees whom the agreement covers and therefore on one of the contract's basic purposes.

Elkouri and Elkouri, supra, at page 549, quoting New Britain Mach. Co., 8 LA 720, 727 (1947).

[I90T-1I-C 94056229/94056230, L.E. Stallworth, pp 28-30]

SUBCONTRACTING OF MAINTENANCE WORK VIOLATIONS OF ARTICLE 32 AND THE

ADMINISTRATIVE SUPPORT MANUAL



Beginning Perspective – The Starting Point

In exchange for the only material element workers bring to the bargain – **work** – an employer agrees to certain concessions.

- *The collective bargaining agreement **does not grant** any rights to the employer. It may memorialize a recognition by the parties that certain of the employer's inherent rights continue, in spite of the bargain and in spite of other specific concessions. But other than a minor statement to that effect, the Agreement delineates, at virtually every point, rights **ceded to** the workers.*
- *Article 32 **does not grant a right to subcontract bargaining unit work.** The Postal Service had this right – to determine what work would be allocated to the bargaining unit and what work would not – as an *inherent right*, not subject to being granted *by* the workers *to* the employer. When the Service negotiated with the Union the terms of Article 32, it ceded its inherent right. It negotiated, instead, specific limitations upon the circumstances under which subcontracting of bargaining unit work might be permissible.*

Section 1. General Principles

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

[Article 32, Subcontracting]

This clause must be understood as a bar to subcontracting, a specific and serious restriction on the Postal Service's right. It is a concession by the Service that its exercise of subcontracting procedures will occur only within the parameters of a certain standard.

Through the workings of Article 19 of the National Agreement, the parties have also incorporated into the collective bargaining agreement those terms of handbooks, manuals and published regulations that relate to wages, hours or working conditions. One such document is the Administrative Support Manual, where in subchapter 53 the Service has written regulations intended to control the exercise of managerial discretion of its field managers. Specifically, the Postal Service has written in subchapter 53 regulations further limiting the subcontracting of maintenance work.

Taken together these controlling contractual provisions represent a recognition by the parties of the workers' right to be secure in their jobs and to be protected against loss of employment by arbitrary decision or abuse of discretion in the removal of work from the bargaining unit.

The Decisional Process –

Disputes between the parties about the subcontracting of bargaining unit work hinge on the decisional process by which the Service reached the point of subcontracting for the performance of the work rather than assigning the work to bargaining unit employees. As clear as it may be that such a decision rests with the Service, it is equally clear that the parties have negotiated standards by which that decision is supposed to be governed and by which it may be judged. Additionally, the Service itself has established specific limitations on the exercise of this decisional process by its field managers. The parties have long recognized that not only does Article 32 provide the fundamental standards by which all subcontracting must be governed, but also that the terms of the Administrative Support Manual (ASM), subchapter 53, regulate these decisions as well.

While the terms of Article 32 of the National Agreement specify restrictions on the Service's right to subcontract **all types** of bargaining unit work, the subcontracting of **maintenance work** is further limited by the provisions of ASM 53. This fact has been recognized by the parties and is reflected in Step 4 settlements that call for application of the provisions of the ASM to a variety of subcontracting disputes.

- For this reason the grievance on subcontracting should cite **Article 32** of the National Agreement as well as specific and appropriate terms of **ASM 53** as having been violated by subcontracting our work.

Article 32 contains **general** language while the ASM provides **specific** language governing management's contractual requirements when it makes a subcontracting decision. These are separate and distinct requirements, both of which obligate the Service and limit its managerial discretion. Even where the Service may be able to show that it did give the requisite **due consideration**, it is also required to meet the standard set by the ASM language.

The importance of the decisional process as the focal point of the dispute cannot be understated, nor can it be in doubt. Several eminent, national panel arbitrators have addressed the importance of that process.

On October 20, 1987, Richard I. Bloch rendered an award (**H4C-NA C 39**) in a dispute over a Postal Service program to sell postage stamps by consignment at various retail outlets, not post offices. He addressed the impact of the Article 32 requirement of due consideration:

The current labor agreement between the parties contains no prohibition, per se, on subcontracting of work. However, Article 32 sets forth certain **procedural constraints** concerning notification, meeting and discussion of the matter with the union **as well as** the employer's obligation to **give "due consideration"** to a variety of factors, including costs and efficiency, among other things. Assuming good faith compliance with the procedural requirements of Article 32, the Postal Service is otherwise unimpeded in the subcontracting process. Those requirements are not to be taken likely [sic]. **If they are not satisfied, "no final decision** on whether or not such work will be contracted out" **may be made.**

[p.3 – **emphasis added**]

Clearly, the requirement to give due consideration is prerequisite to reaching the decision to subcontract the work in question. This ruling builds upon the earlier decisions by Richard Mittenthal in two national interpretive disputes over subcontracting. On November 9, 1981, Arbitrator Mittenthal reiterated (H8C-NA-C 25) what he had written on April 2, 1981 in case **A8-NA-C 0481** when he gave specific interpretation of the Article 32 due consideration requirement:

Unfortunately, the words "**due consideration**" are not defined in the National Agreement. Their significance, however, seems clear. They mean that the Postal Service **must** take into account the five factors mentioned in Paragraph A **in determining whether or not** to contract out surface transportation work. To **ignore** these factors or to examine them in a **cursory fashion** in making its decision would be **improper** [footnote: Ignoring all factors would involve a lack of "due consideration." Examining them in a cursory fashion might constitute "consideration" but certainly not the "due consideration" contemplated by Paragraph A.]. To **consider other factors**, not found in Paragraph A, would be equally **improper**. 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."

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" to the several factors in reaching its decision.[footnote: Conversely, a correct decision does not preclude finding a violation of Paragraph A where the proofs reveal a lack of "due consideration."] The greater the incorrectness, however, the stronger the implication that Management did not meet the "due consideration" test. Suppose, for instance, that "cost" is the only factor upon which Management relies in engaging a contractor, that its cost analysis is shown to be plainly erroneous, and that it would actually have been cheaper for the Postal Service to use its own vehicles and drivers. Under these circumstances, the conclusion would be almost irresistible that Management had not given "due consideration" in arriving at its decision.

[pp.6,7 underlining in original – **emphasis added**]

As national interpretive awards, these rulings are of the same weight as contract language itself. They constitute interpretation of contractual provisions by which the parties are expected to put issues to rest, not having to repeatedly arbitrate the same disputes or, at least, gaining consistency of result. Arbitrator Mittenthal's and Arbitrator Bloch's interpretations of the Service's obligation to give due consideration stand as definitive. And they have been amplified by yet another national interpretive arbitration decision – Arbitrator Carlton J. Snow in case **H4V-NA-C 84** *et al*, July 24, 1992, reinforcing the fundamental notion that the Service is bound by the obligation to make sound decisions.

In 1981, Arbitrator Mittenthal explained the scope of the "due consideration" provision of Article 32.3(A). The agreement makes clear that the Employer is obligated to make a rational decision based on several factors set forth in Article 32.

[p.37]

By now, more than two decades after the first Mittenthal award, the parties should understand very well what is meant by due consideration and its prerequisite role in the decisional process.

Burden of Proof and Burden of Response—

Our burden is to demonstrate that the Postal Service failed to comply with its **general** contractual requirements (Article 32 violation) and that it failed to comply with its **specific** contractual requirements (ASM violation) as well. Our burden can only be satisfied by conducting a thorough and complete investigation prior to filing a grievance, and by properly framing the dispute in the context of the controlling contractual provisions. The investigation should start, in accordance with Articles 17 and 31, with the request for all information used by the Postal Service in making its decision to subcontract bargaining unit work.

Remember, it is the Service's decisional process that is crucial to the issue.

Follow-up requests for information are usually necessary and must be pursued. And the grievance must address the Service's *failures to execute the process properly*, as well as the lack of validity of any *determinations* the Service alleges to have made.

Management's burden is to provide evidence of having given due consideration to the five Article 32 factors **prior to** reaching its decision to subcontract. However, documentation of the Service's process is not automatically provided to the Union.

The Union must make written request for this evidence.

Article 32 now requires that the Service give notice of subcontracting decisions to the Union at the local level.

When a decision has been made at the Field level to subcontract bargaining unit work, the Union at the Local level will be given notification.

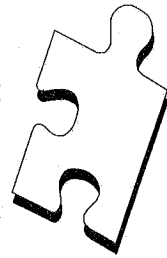
[Article 32, Section 1.C.]

However, as important as this notification is, it does not require submission of evidence of the Service's decisional process. That evidence, part of the Service's burden in the dispute, can only be examined during the steward's investigation if the Union obtains it through information requests.

Additional to the Service's burden to prove compliance with Article 32 requirements, the Service must also prove that its decision was in accord with the limitations imposed by the terms of the ASM.

Timeliness of the Grievance –

While, in the past, the Union often was not aware the Service had decided to subcontract maintenance work until someone noticed contractor employees on the premises, the 2006 National Agreement should change that. With the Article 32 language obligating the Service to give notification to the Local, the Union should learn of a decision when it is made. This *may* be properly viewed as the triggering event for the purpose of filing a grievance. Notification of the **decision**, if given, will begin tolling of the fourteen-day time limit to initiate Step 1.



- Some Locals have successfully achieved commitment from the Service to provide advance notice of projects being considered for subcontracting in the interest of reducing potential grievances and for the purpose of allowing the Union input to the decisional process. Properly constructed, these commitments are **citable** and, in some cases, have formed part of the basis for an arbitrator's favorable award.

It is important for the Union to make certain inquiries in situations where local management informs the Union of a future subcontracting situation. The Union must ascertain if the decision to subcontract has been finalized or is just under consideration.

- If the Service informs the Union that the decision to subcontract *has not been made* but is still under consideration,
*the Local **must** send a written acknowledgment to management stating just that, and requesting confirmation that a final decision has not yet been made.*
- Management does not violate the Agreement by merely *considering* its subcontracting option. It is the final **decision to subcontract** bargaining unit work that is subject to challenge through the grievance procedure.

Once the Union has been made aware that the **decision to subcontract** has been made, the time limits for filing the Step 1 grievance have begun.

In the absence of notification, once the Union has become aware that work is being performed by a subcontractor, the time limits for filing the Step 1 grievance have begun.

As with any grievance, the worst possible way to lose the case is to forfeit on timeliness.

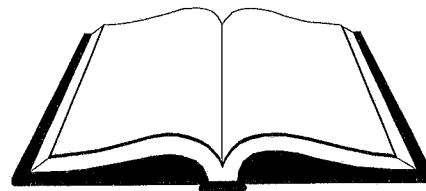
Note: Should the Service fail to give notification of a decision to subcontract as now required by Article 32, **do not fail** to cite this procedural violation when the grievance is pursued.

Sometimes a Union steward argues that he cannot grieve until performance of the work has begun or is complete – **This is an erroneous theory.**

Remember – The grievable event is the **decision** made by the Service. The point at which the Union knows the decision has been made, starts the Step 1 time limit.

Discovery and Disclosure

**Know Your Rights
Assert Your Rights
Enforce Your Rights**



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.**

[emphasis added]

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 Vice-President, Labor Relations.

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

[emphasis added]



APPROACHING THE PROBLEM OF FULL DISCLOSURE

There are actually **three separate and distinct** lines of inquiry to pursue in the full disclosure process.

The first one is designed to seek the Service's disclosure of its **decisional process** and material evidence related to it. The purpose of the Union here is twofold:

- To acquire all information the Service can provide; and
- To box the Service in.

The second line of inquiry is for the purpose of compiling evidence of the contract itself, the work and its performance. This is to assure that we have

- Complete understanding of what is at issue; and
- Material evidence sufficient to develop our case and its remedy.

The third line of inquiry is for the purpose of developing material evidence relating to the arguments of the grievance. This will ensure

- That we support our claims with evidence; and
- That we can effectively refute the Service's attempts to defend its decision.

FIRST LINE OF INQUIRY –

In order to position the Union to address the Service's **decisional process** employed in the determination to subcontract bargaining unit work, requests for information must be handled carefully.

1. Request –
 - A. All information, documentation, records, data, correspondence, etc. that was **considered in the process of making the decision** to subcontract the work in dispute.
 - B. The name of the Postal Service official who made the decision to subcontract the work in dispute.



Based on the response management provides to this initial request, it will be necessary to make certain decisions about how to further pursue this information.

2. Review the supplied documentation to see if it demonstrates the Service has met its Article 32 obligation – i.e., due consideration of the Article 32 factors – and has also met its ASM obligation – specific criteria of 535, depending on nature of work. (See below for full discussion of applicable ASM provisions.)
3. **Only if** the Postal Service claims that it considered cost prior to making its decision to subcontract, should you make a request for a copy of the Postal Service's cost comparison.

4. Respond in writing to the employer, identifying the documents you received. (See the example form below.)
5. If information that ***should exist*** was not provided, then notify management in writing of the documentation that was not received.
Specifically –
 - If the Service provides a cost comparison without supporting documents, request back-up documentation or explanation of **the basis** for all dollar and hour figures used.
 - If the Service asserts a full cost figure for subcontracting but does not separate labor from material and other costs, request specifically how many hours of work, and at what cost, are included in the overall cost.
 - If the Service has failed to identify which occupational groups were considered for in-house performance of the work, request this information.
 - If the documentation does not include a full statement of the scope of the work, request that the Service provide it.
6. Once the Service has identified the official(s) who made the decision to subcontract the work, interview that person.
 - A. Be careful to use the interview only to verify information already provided and to clarify material – for example, seek an explanation of the basis for dollar and hour figures the Service has cited; attempt to pin down the specific date when the decision was made; try to get admissions of the decision-maker's knowledge or lack of knowledge about factors necessary to a proper decision; etc.
 - B. Do not open the door to after-the-fact rationalizations for the subcontract. Predicate all questions on what was known and considered **prior to** the Service reaching the decision to subcontract.
7. If the Service asserts it has provided everything in its possession or that it is unable to obtain further information, you must determine a proper response.
Specifically –
 - If the information is clearly inadequate to give any indication what the decisional process was, then notify management in writing of the inadequacy of the information. And **make another written request for the information**, asserting the expectation that local management should attempt to obtain appropriate information regardless the source.

Remember – If the Service had met its contractual obligation to give due consideration to the Article 32 factors and to satisfy its ASM obligations prior to making the decision to subcontract, then the information you are seeking would already exist and be readily available.

Additionally– It is always true that, regardless who in management has custody of information, your request to local management must be satisfied in order for the Service to comply with Articles 17 and 31. It is up to **local management** to find, secure and provide the information requested by the steward.

If the Service has genuinely provided all information that exists and upon which it claims to have made its decision, then make written statement to the Service asking for confirmation that it has provided **everything**.



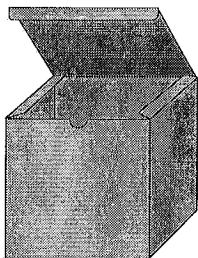
This is a critical point. Once the Service has made a credible assertion that everything it relied upon in the decisional process has been disclosed, it has expressly limited the scope of its defense of the decision.

Note: Whether you separately grieve the Service's response to information requests is an important decision. If the Service clearly refuses or fails to provide information that it ought to be able to provide, *grieve it!*

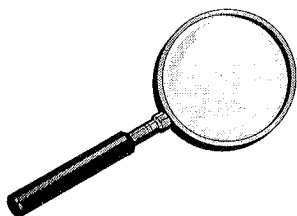
However, tactically it may be far better to accept a credible assertion by the Service that it has provided everything upon which it relied in making the subcontracting decision. If the Service asserts, and we accept, that full disclosure has been made, the Service has effectively preempted itself from attempting to introduce new evidence later in the grievance process.

This is an extremely important part of your investigation. Please note that in many cases the decision to subcontract was made by someone outside the facility many months prior to a subcontractor beginning the work. In these situations it is important to recognize that local management may not be able to respond to the Union's requests for information. However, local management's inability to respond does not in any way adversely impact our grievance ***unless you permit it.***

Local management is required by the National Agreement to either provide the information we seek or forward the request to the person who can provide the information – such as, the person who made the decision to subcontract. Only that person can tell us the factors he or she considered prior to making the decision to subcontract. Any documents or arguments created after the decision to subcontract was made must be viewed as flawed, due to the fact that the content of this material could not have been considered prior to the decision to subcontract.



The purpose of actively pursuing information about the Service's decisional process is to put Postal Service management in a box. We want the Service to commit itself with respect to what constitutes the complete record of what it did. At each step of this line of inquiry, we try to draw the parameters of the dispute closer and closer. We want to put the Service in a box it cannot climb out of at the arbitration hearing by production of material evidence to which we had an entitlement at the earliest steps.

SECOND LINE OF INQUIRY –**INFORMATION NECESSARY TO UNDERSTANDING WHAT IS AT ISSUE AND ESTABLISHING REMEDY**

TAKE CAREFUL NOTICE: *Never allow the grievance to become untimely because of delays in the effort to secure evidence.*

In addition to the information provided by the Service relative to your request(s) for information about the Service's decisional process, there is other evidence you must gather in order to properly address the issue. Remember, the decisional process is critical, but the Union must be prepared to demonstrate that the work belongs to the bargaining unit. We must also be prepared to refute contentions the Service makes.

REQUEST –

1. Copy of the **COMPLETE CONTRACT**, to include the cost for parts and labor. Sometimes parts and labor are figured separately. Unless your request is specific, you might not get all the information you need for your grievance. The complete contract should also include a full statement of the scope of the work.
2. If the Service claimed that it did not possess necessary tools or equipment to perform the work in-house, request that the Service specifically identify the tools and equipment uniquely necessary for performance of this work.
3. Request information on what (if any) tools and equipment belonging to the Postal Service will be provided by the Service for the contractor's use.
4. If the Service claimed that the work was covered under a national level subcontract, demand that the Service provide sufficient evidence to prove the claim. This may be as simple as a letter issued at Postal Service headquarters level; it may be full explanation of a national initiative and its subcontract performance.
 - A. Do not simply accept a claim that the work you are challenging is part of a national subcontract.
 - B. Contact your National Business Agent.
5. Obtain copies of the subcontractor's weekly wages and hours reports.
 - A. The Davis-Bacon and Service Contract Acts require contractors to report weekly wages paid and hours worked to the agency responsible for the contract – the Postal Service. And it also requires contractors to maintain records of these reports for three years after completion of work.

- B. The Service is obligated to provide this information to the Union upon its request.
- C. The importance of this information is principally for purposes of achieving the ***proper remedy*** to the contractual violation – compensation for the hours spent by contract employees in the performance of our work.

Should management claim that they

- do not have this information;
 - cannot obtain it; or
 - offer any other excuse for not providing it;
- then

You must file a grievance protesting the denial of relevant information which is necessary for the processing of the subcontracting grievance.

THIRD LINE OF INQUIRY –

Development of this information is dependent largely on the nature of the work at issue and the Service's defense of its decision. Development of this information is also intertwined with the arguments of the case – both the Union arguments and the Service arguments.

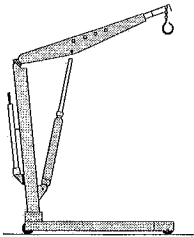
In order to be prepared to refute claims the Service makes in its defense, and in order to be prepared to fully support claims that you will put forward in arguing this grievance, other material evidence may be necessary for you to collect. This may require use of Requests for Information from the Postal Service; it may require your ingenuity in compiling necessary evidence from other sources.

1. Regardless what the Service contends or responds to your questions about the occupational groups it considered for the work, you must determine which Maintenance position(s) had the right to perform the work and had previously performed the same or similar work.
 - A. Identify the appropriate occupational groups and their incumbents.
 - B. Document the level and step of each employee.
 - C. Show the current base wage and overtime wage for each named employee.
 - D. Document employee training records and possession of licenses (if applicable) to show training and qualification to perform the work which was subcontracted.
 - E. If the Service asserts there was an immediate need for the work, develop documentation to prove otherwise or to prove employees were engaged in low priority work during the time of the subcontract performance.
 - F. Document prior instances in which maintenance employees in the office had performed same or similar work.
 1. Copies of completed work orders.
 2. Copies of any preventive maintenance routes that include the same tasks involved in the subcontracted work.
 3. Parts inventory, if the stockroom has the parts or tools.
 4. Any paper work that shows bargaining unit employees have previously performed the work. This may include written statements by employees attesting to their own performance of the same work.
 5. Because some smaller offices do not maintain written records of work performed, a statement from the appropriate employee(s) as to the work performed may be the only records available.



2. Were any tools or equipment of unique or specialized nature, or which the Service did not have, needed to perform the task?

- A. If yes, identify the special tools or equipment.
 B. Were these items readily available to the Service? If yes, then be prepared to prove not only that we could have purchased, borrowed or rented the items, but we also must furnish the cost of doing so.



- C. If the contractor used rented equipment or special service – e.g., use of a crane and operator – be prepared to show the Service could have done exactly the same, and at what cost.
 D. Are our members qualified to use any necessary specialized tools or equipment? If yes, then furnish proof.
 E. Did the contractors furnish their own tools and equipment or were items *furnished by the Postal Service*?

IF THE SERVICE SUPPLIED TOOLS, EQUIPMENT OR PARTS THEN THE COST OF THESE ITEMS ***SHOULD HAVE BEEN*** INCLUDED IN THE COST OF THE SUBCONTRACT.

3. If the Service claimed Maintenance Craft employees were not qualified or were not in possession of required licenses, be prepared to refute these claims.
- A. Generally work performed by Postal Service employees on property owned or controlled by the Postal Service is not subject to local or state licensing requirements. We should be prepared to prove that our people have performed the same work (where this is an issue) without having licenses or certificates.
 B. If maintenance craft employees do possess applicable licenses or certificates, document these.
 C. Collect records of training and certifications that address the needed skills for the work. Analyze and document appropriate standard position descriptions and qualification standards that may, themselves, disprove a Postal Service claim regarding employee qualifications.
4. If the Service claimed that the work must be completed within a certain time frame, analyze this claim and be prepared to refute it.
- A. This claim requires the Local to analyze the facts and documents management provides (if any) to support the claim. We cannot simply dismiss this type of claim, as it goes directly to whether bargaining unit employees were available to perform the subcontracted work.
 B. When management makes this claim, the Union must make a written request for the documentation and/or evidence relied upon by the Service to support its claim. For example, it is reasonable for the Union to request that

management explain the reasons the bargaining unit employees could not perform the work in the same time frame. **Provided the Union requests**, management must also produce the documents it relied upon in making its decision.

- C. Where time limitations are claimed to relate to mail processing needs, collect processing records that might disprove the claim.

5. Does a warranty for the equipment or the work being subcontracted have a bearing on the Service's decision?

If yes, then GET A COPY. The importance of the warranty will have to be determined after receipt of the warranty – **if there is one**.

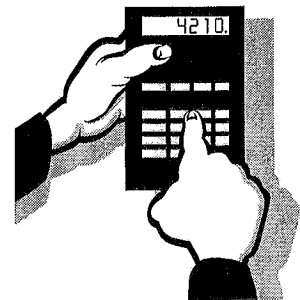


- A. It is not uncommon for the Service to assert it had no choice but to have a vendor perform certain work in order to protect a warranty. This usually comes into play where the Service makes a purchase of equipment and installation is alleged to be included in the purchase.
- B. Do not simply take the Service's assertion as fact. **Demand proof.**

6. If you are not already in possession of the most current, complete staffing package for the office, request that the Service provide it.

7. A copy of the **current complement** (seniority lists) for all occupational groups having the skills to be assigned to the subcontracted work is **essential documentation** for any case.

8. If the Postal Service has provided a cost comparison, it must be analyzed carefully and questioned at every point. It may also be advisable or necessary for the Union to perform its own cost comparison.



- A. The cost comparison should include **all** costs.
1. Subcontractor's wages, taxes, profit and other overhead.
 2. Cost of parts, tool rental, etc. This includes any tools or parts that the Service supplies the contractor.
- B. Also look for the Service's inclusion of administrative costs.
1. Frequently, the Service will claim administrative costs for in-house performance - such as, hours of Maintenance Support Clerks in ordering materials, tracking hours, etc. and hours of supervisors.
 2. However, the Service seldom shows the costs of administering the subcontract - which should include the cost of EAS employees who let the subcontracts and who monitor performance. These may be Facility Services Office (FSO) or Administrative Services Office (ASO) managers or local managers.

- C. The Union's own cost comparison must be as complete and accurate as possible.
1. It should be constructed on more than one in-house hourly wage rate model.
 1. Construct one showing straight time hourly wage rates.
 2. Construct one showing overtime hourly wage rates.
 3. And finally use the Service's published hourly wage comparison figures, which include wages and benefits. These are the figures the Service itself is supposed to use for cost comparisons.
 2. Utilize appropriate prevailing wage rates for the skilled trade and unskilled positions that the subcontractor uses to determine the labor costs for the subcontracting.
 3. Attempt to verify through information requests that the subcontractor actually paid prevailing wage rates to its employees. If the subcontract falls under federal law, the subcontractor is obligated to keep track of its hours and wages paid and to make this information available to the Service upon request. [See Davis-Bacon Act.]
 4. The important factor here is that, if the subcontractor's bid represents a cost lower than federal wage requirements would have dictated, we need to present this element to show that the subcontract – if less expensive than in-house performance – was made so illegally.

These then are the **three lines of inquiry** necessary to the subcontracting grievance. The importance of properly pursuing relevant information cannot be overstated.

- The Union must pursue appropriate Requests for Information with the Service.
- The Union must demand compliance with full disclosure requirements of the National Agreement and grieve Service violations of these requirements.
- The Union must gather its own relevant information to refute the Service's claims and to support its own case, and must make full disclosure to the Service.

A perfectly good grievance can be lost on lack of evidence.

or

The Service's refusal or failure to provide information may be fatal to the Service's defense.

In the processing of a grievance in which disclosure itself becomes an issue, the Union must pursue the additional Article 15-17-31 grievance. There – and in the underlying subcontracting grievance – the Union must argue:

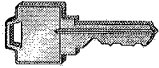
Management's failure to produce requested, relevant documents prohibits it from producing these documents and/or arguments at the arbitration table.

Management's decision not to provide requested, relevant information represents the forfeiture of its right to submit evidence and documents that support its subcontracting decision.

Additionally, this failure denies the Union its right to due process in the handling of this grievance dispute.

- *It is only the Service* who possesses records that might give evidence to its decisional process.
- *It is only the Service* who is in position to articulate to the union, when the union challenges its action, what went into that decisional process.
- *It is only the Service* who can prove that it did or did not exercise the decision to subcontract within the parameters by which that decision is limited.

One last point – always remember, information the Service is entitled to rely upon is exclusively that information it considered in reaching its determination prior to making its decision to subcontract our work.



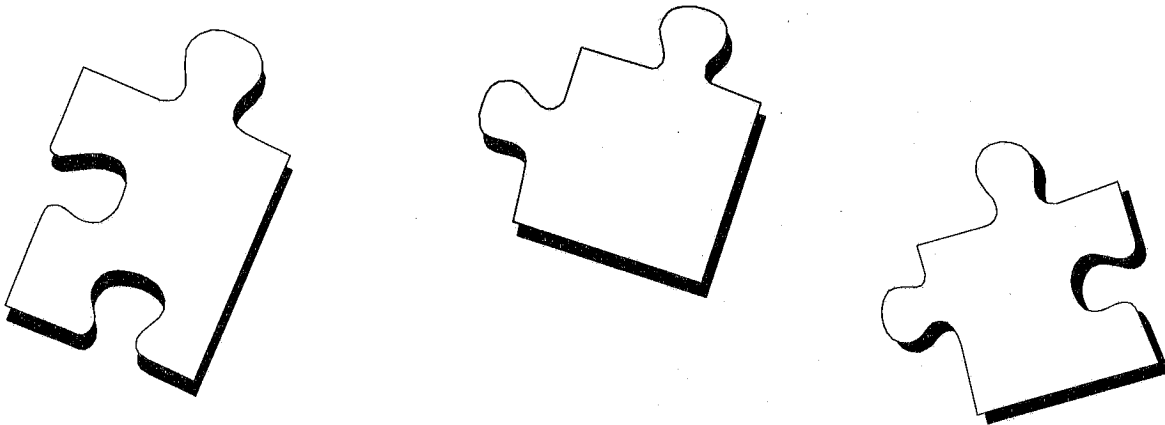
It may be interesting here to note some of the instructions the Postal Service gives its own Step 2 designees, addressing subcontracting issues¹:

"We should be able to provide copies of the contract, Davis-Bacon compliance documents, evidence of Article 32 considerations, maintenance staffing, employee availability, etc.

"Clear differentiation between locally initiated contracts and headquarters/ECB initiated contracts must be made, along with direction for RFI submission. Where the decision to contract was made must be clearly stated and supported.

"Cost should include labor, purchasing, receiving, supervision, support, training, project design and development, the need for permits/licenses.

"Preliminary notice to the union is not required but is very helpful in supporting the due consideration arguments. The union cannot say they were unaware and it shows prior consideration of the craft."



¹

Maintenance Step 2 LR Training, Version 2.5a, distributed on compact disk from USPS Headquarters.

Document Document Document

Make all your requests for information in writing to the installation head or designee as required in Articles 17 and 31 of the National Agreement and as established by local custom or practice.

You must file a denial of information grievance over any documentation that management will not provide. We cannot claim at a later date that the denied information was important to our subcontracting case if we have no record of a denial of information request on hand or a written claim in the grievance papers (Step 2 Appeal, Corrections and Additions, and/or Step 3 Appeal). Not only must the Union be able to document having made its requests for information, we must also document what we received and what efforts we made to further pursue information we sought. Failure to pursue a grievance on the Service's failure to provide information could cause a good grievance to be lost in arbitration.



Problems with information requests are overabundant in our relationship with the Postal Service. In spite of explicit contract language, JCIM reinforcement, other precedent decisions supporting the Union's right and the Service's obligation in this area, we are still plagued with disclosure problems. These problems are both a blessing and a curse.

Our arbitral history is replete with examples of the Union winning grievances over subcontracting solely on the Service's disclosure failures. Either the Service's violation of Articles 15, 17 and 31 is so blatant that an arbitrator decides the merits of the case on the Service's denial of due process; or the Service's failure to produce evidence leads to an inevitable conclusion that its decision to subcontract cannot be supported by the good faith *due consideration* required by the contract.

Our arbitral history is also full of cases the Union lost because of lack of information. Cases in which the Union had claimed that the Service was at fault for not providing information, in which nonetheless the Union could not show that it diligently pursued the information it claimed was essential. There are also those cases in which information was reported by the Union to be an issue, but in which the Union failed to develop evidence of its efforts to obtain the information.

In today's grievance-arbitration climate, we simply cannot afford to ignore essential details. The steward's job becomes more demanding each day.

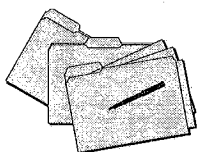
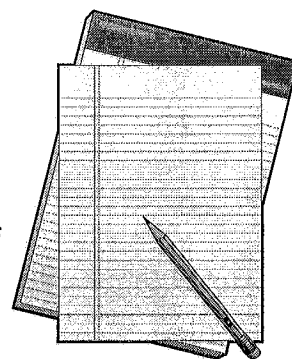
As the parties refine our techniques in arbitration advocacy, we also create increasing obligations on the individuals who process grievances in the lower steps.

The Union must meet this challenge. We must assure that every grievance is properly presented and properly documented.

Timeline –

When documenting the grievance, the steward should keep a timeline of events related to the subcontract and to the grievance procedure. Such a timeline might include the following:

- (1) Date of determination the work was needed.
- (2) Date of decision analysis report (DAR) or justification of expense (JOE).
- (3) Date of decision to subcontract the work.
- (4) Date of bid solicitation.
- (5) Date of bid award.
- (6) Date subcontract work begins.
- (7) Date(s) of submission of RFI(s).
- (8) Date(s) of receipt of response(s).
- (9) Dates of interviews with witnesses and Service officials.
- (10) Dates of Step 1 grievance process.
- (11) Dates of Step 2 grievance process.
- (12) Date of Step 3 grievance appeal.



Document the Documents – Backup Documentation

Additionally, the steward should keep a running log of transactions that occur in the processing of the grievance, such as:

- (1) First request for information (RFI).
- (2) Record of response received.
- (3) Subsequent RFI's submitted and responses received.
- (4) List of documents received and documents developed through research.
- (5) Record of companion grievance on denied information, if applicable.
- (6) Identification of Service position on issues.
- (7) Record of any Service claim that documents are irrelevant to grievance.
- (8) List of documents requested which Service claims are unavailable or non-existent.
- (9) Record of each interview taken.
- (10) Complete record of correspondence between Union and Service.
- (11) List of documents provided to Service through grievance procedure.
- (12) Identification of individual who decided to subcontract work at issue.

Timelines and logs such as these should be used for reference when writing the Step 2 Appeal, the Additions & Corrections and Step 3 Appeal. Remember, *due consideration* can only occur **prior to** the deciding official reaching a determination that the work should be subcontracted. Your timeline can be used to substantiate the Union's assertion that no *due consideration* was given.

Inconsistencies in the Service's assertions and arguments can often be demonstrated through the Union's reliance on these elements of a well-constructed grievance.

SAMPLE FORMS

The following information was requested from _____,
on _____, for grievance number _____,
concerning _____

Date _____

SAMPLE FORM

AMERICAN POSTAL WORKERS UNION, AFL-CIO

**Interview of Witness in the Course of
Grievance Investigation/processing**

Date _____ **Re:** _____

Name/Title of Person Interviewed _____

Interviewed by _____

QUESTION:

ANSWER:

QUESTION:

ANSWER:

QUESTION:

ANSWER:

QUESTION:

ANSWER:

QUESTION:

ANSWER:

QUESTION:

ANSWER:

Person interviewed signature **Date**

Steward's Name

Steward's Signature

Date

SAMPLE FORM

AMERICAN POSTAL WORKERS UNION AFL-CIO

Statement of Witness or Grievant

DATE: _____ **RE:** _____

Statement of: _____
Name

Signature **Date**

Witnessed by: _____
Name

Signature **Date**

SAMPLE FORM

CONTRACT PROVISIONS and GOVERNING REGULATIONS



The Burden of Proof and the Burden of Going Forward

It is critical to understand that the Union has the ultimate burden of proof, but also to understand that each party to the grievance-arbitration procedure has the "*burden of going forward*" – that is the burden to support claims with proof.

What this means in the context of the subcontracting dispute is this –

- First, the Union must prove that work has been subcontracted, and must prove that the work at issue is Maintenance Craft, bargaining unit work.
- Once this is done, the Postal Service must prove that it made its decision to subcontract in compliance with the limitations of Article 32 and the ASM.
- Assuming the Service makes such a showing, it then becomes the Union's burden to prove the opposite; and so on.

The Service may be expected to argue – should the subcontracting grievance go to arbitration – that the Union failed to prove, specifically, in what respect the Service failed to give due consideration to any of the factors of Article 32.

It supports this argument with the national panel arbitration award by Carlton J. Snow, in case **H4V-NA-C 84 et al**, July 24, 1992. Therein, the Arbitrator held that the Union had the burden of proof with respect to the five factors. However, that case dealt with national highway movement of mail subcontracting. Such subcontracting calls for a level of notification and consultation with the Union that simply does not exist when the Service subcontracts Maintenance Craft work in the field.

Nonetheless, **in any case** where the Postal Service claims to have given due consideration to the five factors of Article 32 and articulates what those considerations were, it is **crucially important** for the Union to address each of the Article 32 factors.

- Read the Service's claims.
- Understand what it argues.
- Refute, point for point, whenever possible.

Again, the Union's initial burden is to prove that the Service decided to subcontract and to prove that the work is Maintenance Craft bargaining unit work.

The first element is generally self-evident. It is the second part of this initial burden that bears some discussion. And it causes the steward to rely upon a good understanding of the Administrative Support Manual (ASM) provisions regarding maintenance.

Keep in mind that, while Article 32 provides the **general** proscriptions against subcontracting bargaining unit work, it is the ASM that provides the **specific** limitations on subcontracting of **maintenance work**. This is why we rely on both Article 32 and on the ASM provisions in any Maintenance Craft subcontracting grievance. And regional arbitrators have widely found that the Postal Service, when challenged on subcontracting, must be able to satisfy both Article 32 and the ASM **separately**.

But, first, the steward must utilize the provisions of the ASM properly to satisfy the initial burden of proof and to ensure against later claims by the Service that the work at issue does not properly belong to the Craft.

ARTICLE 32 SUBCONTRACTING [2006-2010]

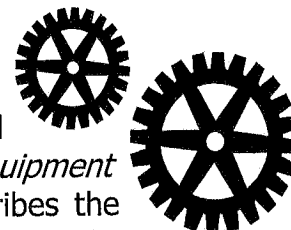
Section 1. General Principles

- 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 with the Union while developing the initial Comparative Analysis report. The Employer will consider the Union's views on costs and other factors, together with proposals to avoid subcontracting and proposals to minimize the impact of any subcontracting. A statement of the Union's views and proposals will be included in the initial Comparative Analysis and in any Decision Analysis Report relating to the subcontracting under consideration. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.
- C. When a decision has been made at the Field level to subcontract bargaining unit work, the Union at the Local level will be given notification.

ADMINISTRATIVE SUPPORT MANUAL (ASM) [Issue 13, with provisions restored by national arbitration]²



EQUIPMENT TYPES SCOPE OF WORK



The Administrative Support Manual (ASM) establishes definitions of *postal equipment* and *plant equipment*. It also fully describes the scope of work for which maintenance is responsible. Yet other provisions regulate differently subcontracting by type of equipment involved or by the nature of the work at issue.

Why Is the ASM So Important –

By its own terms the ASM controls field managers' decisions regarding virtually all maintenance activities –

531. General

531.1 Scope

This subchapter covers policies and requirements for maintenance of facilities, plant equipment, and postal equipment. . .

When the steward lays the foundation for the subcontracting grievance, he or she must first distinguish the *type of work* involved – custodial, plant, postal, etc. This can often be determined by the *type of equipment* involved.

531.21 Definitions

The following definitions apply:

- a. *Building and building equipment* — the building's physical structure, utilities, and environmental systems.
- b. *Postal equipment* — a broad range of equipment used either directly or indirectly in moving the mail and for providing customer services (includes scales, stamp vending machines, collection boxes, letter and flat sorting and canceling machines, containers; and fixed mechanization, such as, but not limited to, conveyors, parcel sorters, and sack sorters).

² It is worth noting here that, although the Union prevailed in reversing a number of improper changes to the ASM by way of the decision of Arbitrator Shyam Das, **H0C-NA-C 19007**, June 21, 2002, the Postal Service (as late as August 2007) has not published appropriate restorative revisions to the ASM. It continues to publish ASM 13 with its **invalid** provisions. It is incumbent upon the Union to always insist on utilizing the **correct** provisions, as restored by the Das award.

Within the meaning of *Postal Equipment* the Service further specifies what constitutes each of several subcategories of equipment type.

534 Postal Equipment Maintenance

534.1 Types of Equipment

534.11 Mail Processing Equipment

This consists of all mechanization and automation used to convey, face, cancel, sort, or otherwise process for delivery all classes of letter and bulk mail. *Examples:* optical character readers, facer-cancelers, parcel and sack-sorting machines, bulk belt and portable powered conveyors, canceling machines, and flat-sorting machines.

534.12 Customer Service Equipment

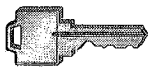
This consists of equipment such as stamp and commodity vending machines, scales, bill changers, self-service postal center equipment, and money order machines.

534.13 Delivery Service Equipment

This consists of equipment such as label imprinters for central markup, label makers, letter boxes, and centralized forwarding systems.

534.14 Support Equipment

This consists of equipment such as Postal Source Data System (PSDS) equipment, electronic time clocks, and maintenance working equipment such as fork-lift trucks, vertical-lift equipment, powered shop equipment, and containers.



These definitions are important. Proper identification of the equipment for which a subcontract has been let points to the work at issue. Ultimately this points to the specific ASM provision governing the decision to subcontract.

Building service – that is, custodial maintenance – has specific ASM limitations. Work that belongs to field maintenance – Area Maintenance Specialists and Area Maintenance Technicians – is uniquely regulated. And some specific types of work – such as, window washing, snow removal, elevator maintenance – also have specific controlling regulations. However, the bulk of subcontracted work that results in grievances is either *plant equipment* maintenance or *postal equipment* maintenance.

The steward dealing with subcontracting of this work, must be careful to cite and use the appropriate ASM paragraph –

535 Maintenance Service Contracts

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 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.

535.112 Facility and Plant Equipment

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

When the Union prevailed in arbitration of case **HOC-NA-C 19007** before Arbitrator Das, one of the critical elements of our success was the reversal of a language change to the exceptions for subcontracting of *Postal Equipment* maintenance.

The Service had sought to make subcontracting easier by including a third exception – the *economically advantageous standard* – to the two existing exceptions for subcontracting *Postal Equipment* maintenance. **The steward must recognize the severity of the limiting provisions of ASM 535.111 – as restored by Arbitrator Das – and must enforce them upon the Service.**



But first, can we claim the work at issue is Maintenance Craft work?

Remember, this is the second element of the Union's initial burden of proof. We look to the ASM to support our claim that the work belongs to us.

The ASM establishes at 531.3 what it refers to as **Maintenance Categories**

531.31 Preventive and Predictive Maintenance

531.311 Definition

- a. *Preventive maintenance* is the scheduled, systematic inspection, examination, cleaning, lubricating, adjusting and servicing of equipment to maintain it in top operating condition. Preventive maintenance and follow-up repair work (scheduled repair or parts replacement) are scheduled in advance.
- b. *Predictive maintenance* is the timely adjustment, repair, or replacement of a part, assembly, or subassembly before a failure or malfunction occurs. It is applicable to plant and postal systems and equipment. . .

531.32 Corrective Maintenance**531.321 Definition**

Corrective maintenance is repair or replacement of a failed or defective part, subassembly, or assembly of an equipment item, or portion of a building or facility, which returns the equipment or unit to operation condition. Corrective maintenance may be *scheduled* (when the imminent failure of a part is detected) or *reactive* (when the failure occurs without warning).

531.322 Repairs to Postal Equipment

Repairs to postal equipment are made by properly trained employees, when it is most economical and beneficial to the Postal Service.

531.33 Operational Maintenance

Operational maintenance is the use of maintenance or other postal personnel available in the vicinity of operationally critical mechanized and automated equipment to ensure minimum downtime from equipment failure. . .

While the work described in these paragraphs may be the "*bread and butter*" of maintenance work, it is not the full scope. And paragraph 531.322 must not be misinterpreted to apply to questions of subcontracting – it does not. It adds to the concept that postal employees are preferred for performance of maintenance work. However, it merely presents the prospect for ***repair or replace***, depending upon economic factors.

We must emphasize the breadth of *preventive*, *predictive* and *corrective* maintenance, but we must understand the ASM defines ***maintenance*** more broadly yet.

To support our claim to the full range of maintenance work, the steward must be prepared to present other portions of ASM regulations.

532.2 Equipment Modifications**532.21 Conditions****532.211 Plant Equipment**

Modifications and improvements to plant equipment and facilities are normally authorized and approved by the facility manager . . .

532.212 Fixed Mechanization

Modifications to fixed mechanization equipment and to equipment unique to one or two sites may be installed on the approval of the facility manager . . .

[Remember 531.21 includes fixed mechanization as *Postal Equipment*]

532.213 Nonfixed Mechanization

Tests of locally proposed modifications . . .

[See 534.11, 534.12, 534.13 and 534.14 for descriptions of *Postal Equipment* in this category]

532.214 Headquarters Developed Modifications

Modifications approved by the ECB . . .

We have in these paragraphs all equipment modifications, under the four named conditions, described as part of *maintenance work*. And now we see how the Postal Service has provided – through its own ASM regulations – for the performance of this work:

532.22 Installation

Approved modifications are installed on field equipment **by Postal Service personnel when feasible**. When personnel, time, special equipment, or cost limitations **preclude** using Postal Service personnel, contract services may be used . . .

[emphasis added]

Note the parallel between the language of this provision and 535.111. But also note that this language applies to work on both *plant* equipment and *postal* equipment. It is highly significant that the Service has chosen to use the term "*preclude*" in this context. Only if the identified factors **preclude** performance by Postal Service personnel, may contract services be considered.

Webster's defines **preclude** –

to make impossible by necessary consequence; rule out in advance

We also point to specific paragraphs that address the scope of *plant maintenance* in particular.

533.4 Building Maintenance**533.41 Postal Service-Owned Buildings****533.411 Scope**

The Postal Service is responsible for ensuring the cleaning and maintenance of all postal-owned facilities, including maintenance of plant equipment. The postmaster or other installation head has jurisdiction over the facility, grounds, and appurtenances, and is responsible for their operation and maintenance.

533.412 Maintenance Responsibilities

The Postal Service is responsible for:

- a. Accomplishing preventive maintenance, that is, keeping facility, grounds, and plant equipment in operational condition through scheduled inspections, adjustments, lubrication, and repairs.
- b. Replacing expendable component parts of building and equipment units (such as switches, starters, flush valves) that can reasonably be expected to wear out repeatedly.
- c. Replacing complete plant equipment units when necessary or economically desirable.
- d. Providing expendable supplies and materials such as gaskets, seals, filters, electronic components, and supplemental refrigerants.
- e. Making necessary changes, modifications, repairs, and improvements to facilities (see Handbook F-66 series on investment policies and procedures).
- f. Maintaining suitable working conditions for all interior and exterior areas for the type of work being performed.

Each of these areas of responsibility is reinforced by the provisions of **Handbook MS-1** and the Service's Standard Position Description for each occupational group.

The Union contends – except as otherwise, explicitly excluded – all this work belongs to Maintenance Craft employees.

The steward must become fully familiar with all elements of subchapter 53 of the ASM in order to fully appreciate the extent to which it defines the scope of maintenance work. The referenced paragraphs above represent some of the most significant provisions in this regard; however they are not all inclusive of ASM provisions the steward may cite to prove the work at issue is our work.

And it cannot be overemphasized that the Key Position Descriptions and Standard Position Descriptions found in **Handbook EL-201** are also indispensable statements of what constitutes our work.

- Do not ignore the burden to prove the work at issue is Maintenance Craft work.
- Do not presume "*everyone knows*" maintenance is more than route sheets.
- Properly refute any claim by the Service that the work at issue is outside the realm of maintenance activities.

THE ARGUMENTS

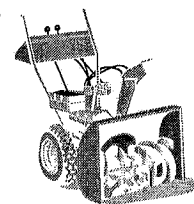
With evidence in hand, and having done enough to satisfy the initial burden of proof, the steward must turn to the fundamental arguments necessary to make the case. Which arguments to make will depend on several factors –

- What type of work is at issue.
- Whether the Postal Service met its procedural requirements – chiefly, giving notice to the Local Union of a decision to subcontract.
- Whether the Postal Service responded to the Union's requests for information.
- Whether the Postal Service claimed reliance on ***due consideration*** of the five factors of Article 32.
- Whether the Postal Service claimed reliance on terms of the ASM.

The Type of Work

As already stated, the steward must be able to properly distinguish whether the work at issue is custodial maintenance, field maintenance, postal equipment maintenance or plant equipment maintenance. It is necessary to further refine this – for example, Was the work modification of existing equipment? Or was it repair or replacement work? Additionally, the steward must know that certain custodial maintenance work is governed by very specific terms of the ASM, just as postal equipment maintenance is controlled by a paragraph different from that controlling plant equipment maintenance.

Custodial Maintenance



535.2 Contract Criteria

535.21 Removal of Ashes and Rubbish

Contract service may be authorized when the municipality or lessor is not obligated to provide removal services. When contractors are required to use Postal Service-owned equipment, such as crane hoists or elevators to remove ashes and rubbish from the premises, they must use the equipment according to safety rules established by the postmaster. The postmaster must have this equipment inspected periodically to ensure its safe operating condition.

535.22 Cloth and Laundry Service

Contract service may be authorized when necessary.

535.23 Window Cleaning, Lawn and/or Grounds Maintenance, and Snow and Ice Removal

Contract service may be authorized only when the work cannot be done expediently by the existing maintenance workforce. Lobby windows are washed weekly. Other exterior windows are washed as scheduled.

Note again, 535.23 is the language restored by Arbitrator Das in **H0C-NA-C 19007**. The Union argued and Das found the pre-1992 language provided significant protection from subcontracting. The restored language – per Das’ interpretation – provides greater protection than the *economically advantageous standard* sought by the Postal Service.

The Postal Service must be pressed to demonstrate how it determines that this work – snow and ice removal, lawn or grounds maintenance or window cleaning – **cannot** be done expediently by custodial maintenance employees.

Prior to the arbitration of our ASM dispute before Arbitrator Das, the parties themselves had resolved the fundamental dispute about lawn/grounds maintenance. In that settlement – **H7T-3D-C 22868** – the parties limited the scope of this subcontracting to square footage only in excess of 300,000 and agreed that the standards of 535.23 controlled subcontracting of that area in excess of the 300,000 that always belongs to us.

535.26 Cleaning Services

535.261 Authorization

Authorization is secured as follows:

- a. In a new facility or when a vacancy as a result of an employee's voluntary attrition is identified in an independent installation or in a station and/or branch of an independent installation, the following sequential steps will be taken to determine whether or not a contract cleaning service may be utilized:
 - (1) Measure the square footage of the interior area, using procedures identified in Handbook MS-47, *Housekeeping – Postal Facilities*. Then divide that measurement by 18,000 and round off the resulting number to four decimal places.
 - (2) Measure the square footage of the exterior paved and unpaved area to be serviced, using the procedures identified in Handbook MS-47. Then divide that measurement by 500,000 and round off the resulting number to four decimal places.
 - (3) Add the numbers obtained in steps 1 and 2 together. If the resulting number is less than one, a contract cleaning service may be used to perform the required work.
- b. If the determination is made to utilize a contract cleaning service, the local APWU president will be provided a copy of the above computations.
- c. The formula applies to replacement facilities or existing facilities with extensions or modifications.
- d. Post offices, stations, and/or branches that contract cleaning services under previous criteria may continue to do so.

The existence, use and effects of these provisions of the ASM by now should be familiar to most officers and stewards. We have seen losses of custodial positions in many, many small post offices and stations and branches of large installations as a result of the Postal Service's use of cleaning services subcontracting. Where we may be able to challenge these actions, we do so on procedural grounds.

- The first precedent factor must be the occurrence of a vacancy by *voluntary attrition* – defined by the parties as, "*If the employee bids out, is promoted, quits, retires, or dies.*" [see **JCIM**, November 2005, page 221]
- The next is proper completion of the prescribed computations.
- This must be followed by notice to the Local Union President.
- Finally, the vacant position must be properly reverted in accordance with the procedure called for in the **National Agreement** and **JCIM, Article 38, Section 4.A.3.**

If the Postal Service fails on any one of these elements, we may successfully reverse the subcontracting and regain the lost position.

535.262 Tenant Space

Contracts may be authorized for cleaning buildings or portions of buildings occupied by nonpostal tenants and not used for proprietary postal functions, ***provided such space is not being cleaned by field service custodial maintenance employees.*** This includes office space adjacent to or above or below postal operating space; identifiable sections of buildings that are separated from postal space and outleased to nonpostal functions; and buildings that have been vacated by the Postal Service and are awaiting final disposition.

[emphasis added]

In the 1992 ASM changes made by the Postal Service, the Service had deleted language that protected our work from subcontracting. Arbitrator Das restored this language, protecting loss of work in tenant space where we are already performing cleaning service.

Plant Maintenance



535.112 Facility and Plant Equipment

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

This is the fundamental limitation on all subcontracting of *plant equipment* maintenance work. It establishes the *economically advantageous standard* by which a Postal Service decision must be measured.

The Postal Service must be able to **prove** that subcontracting our work was economically advantageous to the Service. If it cannot, the decision is flawed and must be reversed.

It is up to the steward to force the issue.

Challenge hollow assertions.

Demand proof.

Disprove false claims.

532.22 Installation

Approved modifications are installed on field equipment by Postal Service personnel when feasible. When personnel, time, special equipment, or cost limitations preclude using Postal Service personnel, contract services may be used . . .

As already discussed above, this is very limiting language. While it only applies to installation of modifications on field equipment, that covers a lot of work that the Service routinely seeks to subcontract.

The Postal Service must be pressed to **prove** that Maintenance Craft personnel were **precluded** from performance of the work.

535.24 Air Conditioning Service

Contract service may be authorized for facilities in which the Postal Service is responsible for operating and maintaining certain types of air conditioning equipment. Handbook MS-24, *Heating, Cooling, and Ventilating*, specifies instructions for use of air conditioning contract maintenance service. This handbook:

- a. Must be followed by post offices with central air conditioning systems using chillers, water cooling towers, and air handlers.
- b. Is available to offices with self-contained units with compressors rated at 5 tons or above, if the Postal Service is responsible for maintenance of the air conditioning equipment.

Handbook MS-24 states –

A refrigeration-service contract is permissible for those installations where maintenance personnel are ***not qualified*** to perform the ***routine preventive*** maintenance. ***Usually***, buildings requiring 60 tons of refrigeration and over have maintenance personnel qualified to operate and maintain the equipment properly ***without a contract***. A refrigeration ***contract should not be needed*** at buildings requiring less than 60 tons of refrigeration, if a member of the maintenance staff has satisfactorily completed a course at a USPS basic air-conditioning maintenance school. [MS-24, 720 – ***emphasis added***]

535.25 Elevator, Escalator, and Dumbwaiter Service**535.251 Operation**

Contract service may be authorized for facilities in which the Postal Service is responsible for operating and maintaining elevators, escalators, or dumbwaiters. The Postal Service has this responsibility in all Postal Service-owned facilities. In leased facilities, the Postal Service generally has routine maintenance responsibility and sometimes has repair and replacement responsibility. In questionable cases, review the lease (see 535.111). Use Handbook AS-707-G, *Contracting for Elevator Repair and Maintenance*, as a reference when developing a contract.

535.252 Maintenance

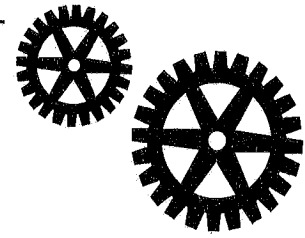
Routine maintenance of this equipment (inspection, adjusting, cleaning, oiling, and greasing) requires highly technical skills. Post offices that do not have employees with these skills should request authority to procure the necessary maintenance service under contract with a qualified elevator maintenance company.

Commonly, when the Postal Service elects to subcontract (passenger or freight) elevator maintenance, it asserts lack of sufficiently trained technicians. Not only is this claim generally overstated, but it misses the mark entirely.

The ASM requires application of 535.112 – that subcontracting must be *economically advantageous*, because this is *plant equipment* – and application of the more specific provisions of 535.252. But the standard here is not *training*. The applicable standard here is possession of "*highly technical skills*". Possession of skills is a matter of qualification, not a matter of training.

The Building Equipment Mechanic occupational group is one of the highest skilled positions in all of Postal Service maintenance. And it is to this occupational group to whom this work falls.

Postal Maintenance



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 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.

532.22 Installation

Approved modifications are installed on field equipment by Postal Service personnel when feasible. When personnel, time, special equipment, or cost limitations preclude using Postal Service personnel, contract services may be used . . .

The subcontracting of *postal equipment* maintenance is severely limited by 535.111. This paragraph expresses the clear preference for performance of this work by Maintenance Craft employees – ***whenever possible***. That means that the Postal Service must be able to prove that it would be ***impossible*** to have Maintenance Craft employees perform the work. And, the Service must make such proof exclusively within the context of just two possible exceptions.

- Capable personnel are Maintenance Craft employees possessing the necessary skills to perform the work – i.e., ***qualified***.
- Being available includes the possible use of overtime. And a failure by the Service to properly staff the facility cannot be used as an excuse for availability. That would be an attempt to justify one contract violation by relying upon another.
- Prototype, experimental or unusually complex mean just that. The Service must be able to prove such a condition actually exists. And the condition must be such that subcontracting would be the ***only practical*** solution.

Clearly, the Postal Service has a much heavier burden of proof in subcontracting postal equipment maintenance work. That is one of the chief reasons the steward must properly distinguish between plant and postal equipment. Forcing the Service to meet the higher quantum of proof required for subcontracting postal maintenance could make all the difference in the grievance.

And, again, while 532.22 only applies to installation of modifications on field equipment, that covers a lot of work that the Service routinely seeks to subcontract. The Postal Service must be pressed to **prove** that Maintenance Craft personnel were **precluded** from performance of the work.

Field Maintenance



Subcontracting of Maintenance Craft work that would otherwise be performed by Field Maintenance Office employees – normally, Area Maintenance Technician (AMT) and Area Maintenance Specialist (AMS) employees – is a growing concern. And we do not have a great deal of arbitral history in this area.

Grievances on subcontracting of this work must – as with all similar Maintenance Craft subcontracting – be analyzed in the context of **Article 32** and the **ASM**.

According to the ASM Field Maintenance work is the responsibility of the Field Maintenance Office (FMO), and includes a broad range of duties:

536 Field Maintenance Program

536.1 General

536.11 Policy

Field maintenance offices (FMOs) support those associate offices that do not have maintenance management capability. FMOs perform maintenance in these cases:

- a. Maintenance capability does not exist at the associate office.
- b. Repairs cannot be made by exchange of parts or equipment items.
- c. A local contract for the required services is not possible or economical.

536.12 Responsibilities

The FMOs are responsible for a wide variety of relatively complex plant and postal equipment maintenance, such as:

- a. Installation of stamp vending machines.
- b. Installation of portable conveyors.
- c. Installation and alteration of screenlines.
- d. Repair of scales, stamp vending machines, twine-tying machines, canceling machines, money order machines, postage meter bases, lock boxes, self-service postal centers, time recorders, portable conveyors, and other postal equipment, according to existing instructions.
- e. Installation, repair, and removal of alarm systems provided by the Postal Service for safes and vaults.
- f. Repair of safe and vault combinations, including lockouts.
- g. Preventive maintenance inspection of postal and plant equipment, including heating, ventilation, and air conditioning equipment, if required, during visits to a post office to make a repair.

Field maintenance work is generally controlled by **Handbook MS-45**. The first reference in the handbook to subcontracting states:

335 Contractor Maintenance

Contractor maintenance is work completed by non-postal personnel. All arrangements for maintenance work by non-postal personnel must comply with the Administrative Support Manual (ASM); current Purchasing Manual instructions, and "Cleaning Services Local Buying Agreement Guidelines."

This specific reference back to the ASM should be relied upon to cite those terms of the ASM that place appropriate limits on subcontracting, consistent with the type of equipment and type of work at issue – *plant equipment* or *postal equipment*.

The AMT and AMS occupational groups include work in both areas of maintenance. This is reflected in the Standard Position Description for each occupational group, and in the terms of the **MS-45**:

320 MAINTENANCE TASKS

321 Definitions

321.1 Plant Equipment - A facility's physical plant includes the building, grounds, equipment such as heating, ventilation, air-conditioning (HVAC), plumbing, electrical systems, and support equipment (lawnmower, vacuum cleaner, etc.).

321.2 Operating Equipment - Operating equipment is that used in daily business operations, such as mail processing equipment, customer services equipment, and mail processing support equipment (scales, stamp vending machines, canceling machines, security containers, cases, dock lifts, etc.).

Facilities Single Source Provider Program – FSSP

In 2003 the Postal Service began a new program for creating uniformity in its process of contracting for a variety of maintenance and vendor services. That is what **FSSP** is. The Postal Service closed its Administrative Services Office and transferred its functions to the Facilities Service Office (**FSO**).

In Associate Offices formerly the Postmaster previously had full responsibility for a wide variety of maintenance and contract service. Now that responsibility has been shifted elsewhere. In larger offices with maintenance management structure, there should be little obvious change with the deployment of **FSSP**.

What **FSSP** does is to give Postal Service managers a single source for obtaining contract service, when a decision is made to use contract service. **This does not change any Postal Service obligations under the National Agreement with the American**

Postal Workers Union. It makes no change in the Service's Article 32 obligations, nor does it change the limitations of the Administrative Support Manual.

These are the key points of the **FSSP** –

- It applies to every postal facility greater than 50 square feet.
- Each Postal Service Area has one **FSO** responsible for administering the **FSSP** and through which requests for contract and vendor service must be sent. The **FSO** then administers the contracting process.
- **FSSP** is a web-based system with extensive tracking capability.
- When an Associate Office (AO) Postmaster needs work performed, he or she contacts the **FSSP** telephone answering system, starting the process.
- The work request is referred to the Field Maintenance Office (**FMO**) manager responsible for that AO, **who then has the responsibility for making a decision whether the work will be performed in-house or by subcontract.**
- When a maintenance capable office Maintenance Manager needs work performed, he or she **must make the decision whether to have the work performed in-house or by subcontract.**
- Once the decision has been made to subcontract, by communication through the **FSSP** web-based system, the **FSO** is informed to begin the subcontracting process.

Whether it is the **FMO** manager, in place of an AO Postmaster, or the Maintenance Manager, in a large office, making a decision to have a job performed by subcontract, **FSSP** cannot begin the process until that decision is made. And that decision – regardless who makes it – must conform with the requirements of both Article 32 and the Administrative Support Manual.

In communications with the APWU at our headquarters level, the Postal Service has been very clear – full compliance with contractual requirements is expected and is, supposedly, built into the **FSSP** system.

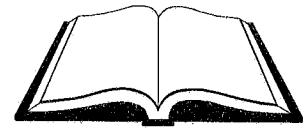
The web-based communications aspect of this program **should** make the steward's job of tracking when jobs arose, who made decisions and what the status of a job is better than previously.

Hard copy of these web-based communications and other records should be obtained as part of the routine documentation of any subcontracting grievance.

Remember, every one of these subcontracting decisions is a **local management** decision. As such it creates specific obligations on local management. See our Step 4 settlements, and keep in mind the Article 32 requirement for local notification.



Article 32 vs ASM 535



"... Article 32.1 of the National Agreement sets forth the following general principle:

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.

The provisions of ASM 535 reflect the Postal Service's application of this general principle in various maintenance contexts."

[Arbitrator Shyam Das, H0C-NA-C 19007, June 21, 2002, p.19]

This simple statement is precisely what the Union has successfully argued in regional arbitration of subcontracting cases for years. Article 32 sets the general limitations on all forms of subcontracting; the ASM sets specific, **additional** limitations on decisions to subcontract Maintenance Craft work.

The Union's challenge to subcontracting is always to the Postal Service's decisional process. That decisional process is limited by Article 32 in that the Service must give due consideration – as it was defined by Arbitrator Mittenenthal – to each of the five factors listed. And that decisional process is further limited by whatever specific provisions of the ASM are applicable to the type of work under consideration for subcontracting.

- The steward must, first, claim and prove that a decision to subcontract has been made.
- The steward must, next, claim and prove that the work at issue is Maintenance Craft bargaining unit work.
- Based on how the Postal Service has presented its decisional process and depending upon the nature of the work at issue, the steward must **fully articulate** in what ways the decision violates the limitations of both Article 32 and the ASM.

The steward should rely upon national precedents to support his or her arguments. Regular, regional panel arbitration decisions are helpful to the steward in seeing how arbitrators have dealt with similar issues. But the steward need not get bogged down trying to persuade the Postal Service with regional arbitration awards. To do so may unnecessarily limit the scope of argument of the case.

Instead the steward should be prepared to cite and refer specifically to national interpretive arbitration awards – especially Mittenenthal on due consideration and Das on the applicability of the ASM. Additionally, the parties have entered into a number of very useful Step 4 settlements of subcontracting grievances. These will support the arguments that

- the ASM is applicable to a wide variety of maintenance subcontracting issues; and
- local decisions to subcontract require local management to document its decisional process.

The following chart shows some of the arguments and issues that arise in the context of **Article 32** due consideration factors, and how to address them.

POSTAL SERVICE CLAIMS**Public Interest**

1. The project directly or indirectly impacts mail processing, customer service or delivery operations.
2. Subcontracting is in the public interest for identifiable reasons.

Cost

1. The National Agreement does not require that a cost comparison be done.
2. Cost comparison was unnecessary.
3. In-house cost would include overtime pay.
4. Administrative costs (supervision, maintenance support, etc.) are included in the in-house figures.

UNION RESPONSES**Public Interest**

1. The Service must be able to specify just what impact may be at issue.
2. Determine whether the Service has considered impact of the project itself or impact of subcontracting versus in-house performance of the project.

Cost

1. While not required by the National Agreement, lack of a cost comparison may show lack of **due consideration** of cost. (ASM requirement to show "*economically advantageous*" cannot be met without cost comparison.)
2. Omission of any factor may demonstrate lack of **due consideration**.
3. Maintenance hourly rate cost is dictated by Service published figures in eMARS. Asserted necessity for overtime may point to understaffing. Service insistence that work would require overtime dictates overtime compensation in remedy.
4. If administrative costs are included in the in-house figures, such costs must also appear in figures for subcontract performance – i.e., FSO, ASO, contracting officer, maintenance support hours, etc.

Efficiency

1. Subcontracting provides highly experienced, skilled labor.
2. Other necessary maintenance work would suffer by in-house dedication of hours to project.
3. Subcontracting provides warranty.
4. Service is relieved of liability for injuries and outcome of work by subcontracting.
5. The project at issue must be performed within a specified time frame prohibitive to in-house performance.

Efficiency

1. Maintenance Craft employees possess high skill levels and produce high quality work.
 2. The Service routinely makes decisions what work to perform and what work to bypass. It sets priorities for the maintenance workforce. Whether or not other work may be sacrificed is subject to proof. The primary function of maintenance support units is to plan and prepare for work of all types.
 3. If there is a warranty, as claimed, it may or may not make a difference if the work is performed by Postal Service employees. Warranty for materials generally only requires proper installation. Warranty for labor is usually required in any contract; however, the Service self-warranties performance of work by its own employees.
 4. Contracts without outside entities do not relieve the Service of liabilities. As with warranties, the Service is self-insuring.
- Note:* Neither warranty nor liability truly apply to a consideration of *Efficiency*. They may apply to a consideration of *Cost*; however, this requires the Service to quantify those cost elements.
5. Whether a short time frame is required or is discretionary must be addressed. If there is a pressing deadline, the Service's subcontracting processes may be shown to have delayed performance of the job.

Availability of Equipment

1. Performance of the project requires specialized equipment not in possession of the Postal Service.
2. Purchase of such equipment would be cost-prohibitive.

Qualifications of Employees

1. Insufficient personnel to perform the project and other maintenance duties.
2. Bargaining unit employees lack the qualifications.

Availability of Equipment

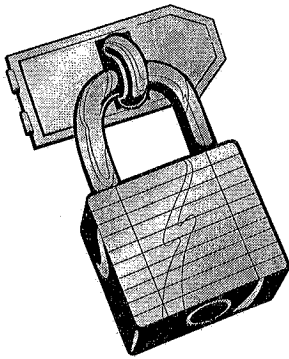
1. The Service must be able to specify what such equipment is. It may or may not be truly necessary to the job. It may not be in possession of the installation, but available through internal Postal Service borrowing. It may also be available from Postal Service internal eBuy network or Postal Service excess equipment.
2. The Service may fail to amortize the cost of new equipment – e.g., snow removal equipment to be used for many years.
3. The equipment at issue may be available from rental resources (the contractor may be expected to rent rather than own some specialized equipment, such as a crane). Rental resources must be investigated and documented.

Qualifications of Employees

1. Sufficiency of personnel is a question of availability. *Availability* applies to equipment not to employees. Interference with other work may go to *Efficiency* or to *Cost*, but not to *Qualifications*. In either of the former two factors, this would require that the Service **quantify** its claim – i.e., produce the numbers.
2. A Service claim that its employees lack qualifications for the job **must** be fully refuted. Prior performance of similar work is good evidence. The Standard Position Descriptions and Qualification Standards for the involved occupational groups are essential.
3. The Service must be challenged to specify just what qualifications are at issue and necessary to the job.

It is not unusual for the Postal Service to assert certain reasons for subcontracting in its Step 2 grievance denial. Such assertions may present problems if not addressed properly. As previously stated, regardless when local management informs us of the reasons for subcontracting bargaining unit work, it is the Union's burden to challenge those reasons.

When the Service produces its only explanation of the decisional process – for the first time – in its Step 2 response to the grievance, the Union must challenge this explanation through a properly constructed *corrections and additions* document. We cannot allow the Service to enter such information into the record of the grievance unchallenged.



Remember, any information relevant to the decisional process should have existed long before the subcontract was let, well before the work was performed. We were entitled to have received this information through information requests much earlier than a Step 2 decision.

Generally, we take the position that such an explanation must be viewed as self-serving and unreliable. We must demand that the Service produce evidence contemporaneous to the time when the decision was actually made. Mere assertions made in defense of the subcontract well after its execution prove nothing.

In the case where the decision to subcontract is made by someone outside the facility, we must not accept at face value local management's explanation of that decision. We must determine whether local management is providing information based on actual knowledge of the subcontracting decision or if it is creating its own version of the subcontracting decision. This can only be determined by conducting a thorough investigation and giving thorough discussion to the relevance of the information that has been developed.

Remember, in our grievance procedure the burden of going forward – that is, the responsibility for advancing the argument – should shift between the parties.

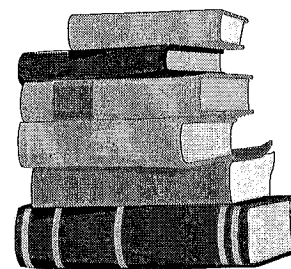
- The steward must make the *prima facie* case that Maintenance Craft work was subcontracted.
- The Service must then attempt to prove that its decision was made in compliance with the terms of the collective bargaining agreement.
- The Union then must prove that the Service's explanations and argument fail.

If the Service successfully proves its decision was in accord with Article 32 and the ASM, there is no viable grievance.

If the Union proves the Service failed to give due consideration or failed to satisfy the ASM requirements or denied the Union due process, we have a good case.

The Postal Service will always enjoy the *presumption* that it acts in accordance with the terms of the collective bargaining agreement.

The Union's *burden of proof* will always be to prove otherwise.



REFERENCE MATERIAL

DIRECTIVES - HANDBOOKS - MANUALS

The links made available here (in the CD version of this Workbook) will open each of the listed documents as they were available at the time of this revision. The steward should check on the most current version of any reference material needed for any particular grievance.

- MMO-28-93** Hourly Rates for Maintenance
- MMO-020-94** Hourly Rates for Maintenance
- MMO-064-94** Hourly Rates for Computing Labor Costs
- MMO-016-96** Hourly Rates for Computing Maintenance Labor Costs
- MMO-148-98** Hourly Rates for Computing Maintenance Labor Costs
- MMO-022-00** VMARS Hourly Rates for Computing Maintenance Labor Costs
- MMO-009-02** VMARS Hourly Rates for Computing Maintenance Labor Costs
- MMO-041-03** VMARS Hourly Rates for Computing Maintenance Labor Costs
- 2004 eMARS Hourly Rates for Maintenance Labor
- 2005 eMARS Hourly Rates for Maintenance Labor
- MMO-042-05** Hourly Rates for Maintenance Labor
- MMO-038-06** Hourly Rates for Maintenance Labor
- 2006 eMARS Hourly Rates for Maintenance Labor

[These rates change continuously. And the Service has abandoned issuing MMO's to announce the rates (see MMO-038-06). The steward must now obtain appropriate rates from Maintenance Support, recorded in eMARS.]

- MMO-028-97** Maintenance Workhour Estimating Guide for All Mechanized Offices
- MMO-074-00** Work Hour Estimator Program (WHEP)
- MMO-041-01** Work Hour Estimator Program (WHEP) Version 2.1

ADMINISTRATIVE SUPPORT MANUAL - SUBCHAPTER 53

Handbook P-1, General Purchasing Concepts and Practices; and
Handbook P-2, Design and Construction Purchasing Practices
are still in place (as of this writing) and available at www.usps.com/publications

The Purchasing Manual (Issues 1, 2 and 3), while still available, is obsolete and has been replaced by the **Interim Internal Purchasing Guidelines (IIPG)**. These may be found at www.usps.com/publications

Various Handbooks –

AS-504	Space Requirements
AS-701	Material Management
EL-201	Bargaining Unit Position Descriptions
EL-602	Food Service Operations
MS-1	Operation and Maintenance of Real Property
MS-10	Floors, Care and Maintenance
MS-21	Elevator Maintenance
MS-22	Street Letter Box Maintenance
MS-24	Heating, Venting and Cooling
MS-39	Fluorescent and Mercury Vapor Lighting
MS-43	General Maintenance for Mail Handling Equipment
MS-45	Field Maintenance Program (August 15, 1987)
MS-45	Field Maintenance Program (June 15, 2006)
MS-47	Housekeeping - Postal Facilities
MS-49	Energy Conservation & Maintenance
MS-55	Neighborhood Delivery and Collection Boxes
MS-56	Fire Prevention & Control
MS-63	Maintenance Management Class A Offices (August 1996)
MS-63	Maintenance Operations (June 22, 2006)
MS-70	Intra-BMC Container-lightweight
MS-110	Associate Office Postmaster's Facilities Maintenance Guidelines
RE-04	Standards for Facility Accessibility
RE-05	Building and Site Security Requirements
RE-06	Facilities Environmental Guide
RE-12	Repair and Alteration Surveys
RE-13	Repair and Alteration Program

Documents Related Specifically to Bulk Mail Centers

Interim Bulk Mail Center Maintenance Staffing Guidelines and Criteria, August 1979

MMO revising BMC Maintenance Staffing Guidelines, March 2004

Facilities Single Source Provider Program (FSSP)

Subcontracting Grievance Guidelines – Gary Hamrick

Summary of National Subcontracting Issues (July 24, 2006)

Subcontracting Handbook for Advocates, Vol.3 (March 2007)

***Federal Law* – Service Contract Act; Davis-Bacon Act**

*Win by persuasion when possible,
Beat them at the table when necessary, and
Give 'em hell generally.*