



LABOR RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4000

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

Re: H7T-3D-C 22868
Montgomery, AL

Dear Mr. Lingberg:

On June 28, you met with Thomas J. Valenti in a prearbitration discussion of the above-referenced case.

The issue in this grievance is whether management violated the National Agreement when it subcontracted lawn care services for the Montgomery, Alabama, General Mail Facility.

The parties agree that the resolution set forth below does not preclude the Postal Service from exercising its rights pursuant to Article 19 to revise the MS-47 and Administrative Support Manual.

It was mutually agreed in full and complete settlement of these cases as follows:

1) This resolution resolves case number HOC-NA-C 41. Case H7T-3D-C 22868, H7C-NA-C 94 et al., will be remanded for application of this agreement.

2) This resolution defines lawn/ground maintenance which may be subcontracted in accordance with Section 535.23 of the Administrative Support Manual, which was published in Postal Bulletin 21822, August 20, 1992.

3) With regard to lawn maintenance, Unit Performance (Min.) for Lawns (Mow and Edge) will be 0.012 for push lawn mowers and 0.006 for rider mowers. The MS-47 will be revised accordingly.

4) That portion of lawn maintenance in excess of 300,000 square feet may be contracted out and if so, will not be considered part of the MS-47 for purposes of calculating custodial hours.

5) Lawn maintenance of up to and including 300,000 square feet is considered to be part of the MS-47 for purposes of calculating custodial hours, and this portion must be included on PS Form 4852.

6) A facility with less than 39 hours of custodial cleaning services may contract out all lawn care as calculated in accordance with the MS-47.

7) A facility with over 39 hours of custodial cleaning services may contract out that portion of lawn maintenance in excess of 300,000 square feet. The Administrative Support Manual, Section 535.23, will be revised accordingly.

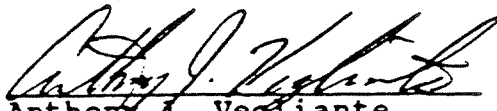
8) New facilities with 39 hours or less of custodial cleaning services, calculated in accordance with paragraph 4 and 5 above, may contract out cleaning services.

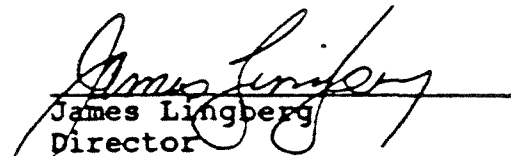
9) Replacement facilities, extensions to existing facilities and renewal contracts at existing facilities with 39 hours or less of custodial cleaning services may be contracted out. Renewal contracts need not be with the same contractor or the same site location.

10) Where facilities have contracted out lawn-care maintenance, local management will notify the local union of the contract terms and, upon expiration of these contracts, will adjust the staffing package accordingly.

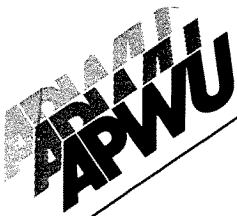
11) This settlement agreement supplements the Memorandum of Understanding (MOU) on page 293 of the 1990-1994 Collective Bargaining Agreement, Subcontracting Cleaning Services which covers all subcontracting cleaning services.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the aforementioned cases and remove them from the pending national arbitration listing and step four process.


Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations
U.S. Postal Service


James Lingberg
Director
Maintenance Division
American Postal Workers
Union, AFL-CIO

Date: 28-Jun-1993



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

July 8, 1993

Moe Biller, President
(202) 842-4246

Dear Local President/Maintenance Craft Director:

Attached is a copy of the lawn care case which was recently resolved. The original case, from Montgomery, Alabama, was scheduled for arbitration in May. There are three issues which are resolved by this settlement:

1. Can the Postal Service let a subcontract for lawn care and not include the work on the Form 4852?

2. Can the Postal Service continue to subcontract all cleaning services if the building is expanded beyond the 39 hour limitation?

3. Does the subcontracting cleaning services memo in the National Agreement (P. 293) apply to new facilities?

After the initial case was filed in Montgomery in 1989 the Postal Service changed the ASM (P.B. 21822 8/20/92) to allow for the subcontracting of lawn/ground maintenance. There were also grievances filed at this level on issues 2 and 3. Because it would now be possible to win the initial Montgomery case and have the victory taken away by a later handbook change and because the other issues were outstanding, we decided to postpone the initial case and attempt to resolve all the issues at one time. This settlement resolves all three issues.

Basically the settlement means this:

1. The first 300,000 square feet of lawn/ground maintenance must be included on the 4852 in each facility.

2. In those few facilities with more than 300,000 square feet of lawns, the excess of lawn over 300,000 square feet may be contracted out.

3. The deciding point on whether any facility (whether its new, a replacement, an expanded, or a reduced size facility) can be contracted out is 39 hours.

National Executive Board

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Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region

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4. If the Postal Service purchases riding type lawn mowing equipment for our custodians, the unit performance on the form 4852 will be .006 min/sq. ft.

5. Only lawn care over 300,000 square feet may be contracted out, all paved area must be included on the 4852.

6. The Postal Service will notify the local presidents of the terms of any existing contracts and upon expiration of those contracts return the work to the bargaining unit and adjust the staffing package accordingly.

The following is a brief explanation of each of the provisions of the agreement by paragraph.

1. This resolution resolves the case filed at this level over whether a succeeding contract is an existing contract under the terms of the memo on p. 293. The case from Montgomery (22868) and the case concerning an expanded facility are remanded to the local level for application of this settlement.

2. This paragraph defines that part of lawn or ground maintenance which may be subcontracted due to the change in the postal bulletin. Because there were a large number of changes made in the postal bulletin, this settlement reduces the areas of dispute when the rest of the changes are arbitrated.

3. This paragraph provides that if the Postal Service provides riding mowers for our custodians the increased efficiency can be reflected on the 4852. There is no requirement to purchase riding equipment, however, it is hoped that the postal service will take advantage of the opportunity for reduced workhours and our members will get the advantage of better equipment. Only riding lawn mowing equipment can be counted at the lower unit performance. Push mowers and self-propelled mowers, regardless of the width of the cut, must be counted at the higher unit performance number (.012).

4. This paragraph provides that only that portion of lawn maintenance in excess of 300,000 sq. ft. may be contracted out. This paragraph, read along with paragraph 5, makes it clear that only that footage above 300,000 sq. ft. may be subcontracted. This means that the paved area may not be subcontracted and must be included on the form 4852.

5. This paragraph provides that all lawn care up to 300,000 sq. ft. must be included on the 4852. This will enable us to recapture lawn care in our large facilities and return to us those facilities where the postal service contracted out lawn care and then, because the facility now fell below the 39 hour cut-off, contracted out the rest of the custodial work.

6. This paragraph provides that lawn care may be contracted out if there are less than 39 hours of cleaning services in the facility.

7. This paragraph is similar to paragraph 4 except the parties agree that the ASM will be changed in the future to reflect this agreement.

8. This paragraph provides that new facilities may be contracted out if they are below the 39 hour limitation and lawn care up to 300,000 sq. ft. is included on the 4852.

9. This paragraph reinforces the agreement that the determining factor for whether a facility may be contracted out is 39 hours regardless whether it is a replacement facility, expanded facility, or a renewal contract for a facility with less than 39 hours. We also agreed that a renewal contract need not be with the same contractor.

10. This paragraph requires local management to notify the local APWU president of the terms of any lawn care contract for any facility so we can ensure the work is returned to the bargaining unit at the completion of the contract. It has been normal for contracts to run for one year.

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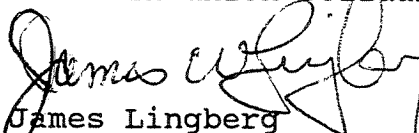
11. This paragraph ties this settlement to the contract memo so there should be no debate over whether they conflict.

We believe this settlement resolves all the major lawn care disputes and will return a great deal of work to us and will allow us to recapture those facilities which fell below the 39 hour limitation because the lawn care was contracted out. It also will allow us to regain facilities which were expanded above the 39 hour limitation and all new facilities which have more than 39 hours.

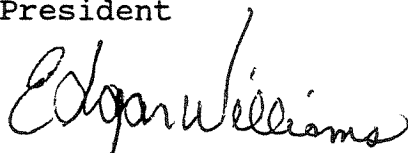
Yours in union solidarity,



Moe Biller
President



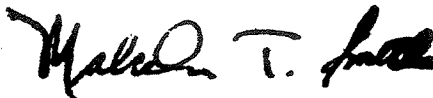
James Lingberg
Director Maintenance Division



Edgar Williams
Assistant Director



Randy Sutton
Assistant Director



Malcolm Smith
Representative At Large

rl
opeiu #2
afl-cio

UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE:

FEB 2 1 1994

OUR REF:

LR400:TJValenti:cmv:20260-4125

SUBJECT:

Lawn Care Settlement

TO:

Managers, Human Resources (All Areas)

Attached is the June 28, 1993, memorandum entered into with the American Postal Workers Union, AFL-CIO, Maintenance Craft, regarding the prearbitration settlement on lawn care. This office has received several questions regarding this settlement and therefore is providing you with the attached analysis.

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

Thomas J. Valenti

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

Attachment

The following is a brief explanation of each of the provisions of the agreement by paragraph:

1. This paragraph resolves the nationally filed case and remands two subsequent cases to the local level for application of the settlement.
2. This paragraph defines the meaning of the Administrative Support Manual, Section 535.23, authorizing that part of lawn or ground maintenance which may be subcontracted (when economically advantageous).
3. This paragraph provides that if the Postal Service provides riding mowers for our custodians, the increased efficiency can be reflected on the 4852. There is no requirement to purchase riding equipment. Only riding lawn mowing equipment can be counted at the .006 unit performance. Push mowers and self-propelled mowers, regardless of the width of the cut, must be counted at the .012 unit performance number.
4. This paragraph provides for that portion of lawn maintenance (in excess of 300,000 sq. ft.) which may be contracted out, when the facility is above 39 hours of custodial cleaning services. Paved areas are not addressed by this memo and are to be included on the PS Form 4852.
5. This paragraph provides that lawn care up to and including 300,000 sq. ft. is part of the MS-47 and must be included on the PS Form 4852.
6. This paragraph is self explanatory.
7. This paragraph is similar to paragraph 4 except the parties agree that the ASM will be changed in the future to reflect this agreement.
8. This paragraph provides that new facilities may be contracted out if they are below the 39 hour limitation and lawn care up to 300,000 sq. ft. is included on the 4852.
9. This paragraph reinforces the agreement that the determining factor for whether a facility may be contracted out is 39 hours regardless whether it is a replacement facility, expanded facility, or a renewal contract for a facility with less than 39 hours. We also agreed that a renewal contract need not be with the same contractor.

10. This paragraph requires local management to notify the local APWU president of the terms of any lawn maintenance contract (in effect at this time) for any facility and, upon expiration of these contracts, (if not already done) adjust the staffing package accordingly.
11. This paragraph ties this settlement to the contract memo so there should be no debate over whether they conflict.

Further, under Section 535.23 of the ASM, work that requires a specific level of expertise (example: such as the spreading of lawn chemicals, the proper pruning of trees, the operation of specialized equipment) or other work not addressed by the MS-47 may be contracted out.