

American Postal Workers Union AFL-CIO Maintenance Division Information

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Table of Contents

Cover Page	Page 1
Table of Contents	Page 2
National Officers - Washington, DC	Page 3
Maintenance NBA's and All Craft NBA Addresses and Phone Number	Page 4
Regional Coordinator Addresses and Phone Numbers	Page 5
NBA's and Special Assistant to the President Mailing Address	Page 6
Annual Leave Benefit - What You Need to Know	Page 9
BMC Conference (March 24-26, 2001) Information	Page 10
Custodial Staffing Information from Central Region NBA's	Page 11
Custodial Staffing Sample Grievance Form	Page 18
Dependent Care	Page 20
Filling Maintenance Vacancy	Page 21
Holiday Information	Page 22
Leave Exchange	Page 26
Leave Sharing Information	Page 27
Maintenance Contract Changes 1998-2000.(Maintenance Q & A's)	Page 28
Maintenance Changes Article 38	Page 32
Maintenance Division Conference - 2001 Dates and National Convention Dates	Page 33
Membership - Number Employed by USPS 1992-2001	Page 34
Membership APWU Maintenance Craft -	Page 35
Overtime Issue	Page 36
Overtime - Basic Principles	Page 37
Past Practice Information	Page 38
Pending Qualification	Page 42
REC Site Closing- Common Maintenance Issues	Page 45
Resolution 1999 APWU Maintenance Conference - San Diego	Page 53
Resolution 2000 APWU	Page 62
National Maintenance Conference & Convention - Anaheim.	
Resolution 2001 APWU Maintenance Conference - San Juan, PR	Page 70
Step 4 Grievance - National Initiations	Page 72
Travel for Training Procedures	Page 76

**** Information from Executive Cliff Guffey on Back Pay, Lump Sum Payment, and upgrade slotting and Holiday/Leave Option from Industrial Relations Director Greg Bell.**

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Annual Leave Benefit What You Need to Know

Leave Year

The Leave year **will begin** on January 12, 2002.

The Leave year **will end** on January 11, 2003.

The ELM - 512.12 Definitions

The following definitions apply for the purposes of sub-chapter 510

- a. **Leave year** — the year beginning with the first day of the first complete pay period in a calendar year and ending on the day before the first day of the first complete pay period in the following calendar year.
- b. **Accumulated leave** — the total unused leave that remains to the credit of the employee at the beginning of any leave year.
- c. **Current leave** — leave that an employee earns by biweekly pay periods during the current year.
- d. **Accrued leave** — leave that is earned but is unused by an employee during any period during the current leave year.

Leave Categories

4 hour category - Less than 3 years - 4 hours for each full biweekly pay period; i.e. 104 hours (13 days) per 26-period leave year.

6 hour category - 3 years but less than 15 years 6 hours for each full biweekly pay period plus 4 hours in last pay period in leave year; i.e. 160 hours (20 days) per 26-period leave year.

8 hour category - 15 years or more 8 hours for each full biweekly pay period; i.e., 208 hours (26 days) per 26-period leave year.

** Part time workers earned a pro rated benefit based on hours worked ..

Leave Carryover

The maximum leave carryover for bargaining unit employees is **55 days (440 hours)**.

BMC CONFERENCE INFORMATION

2002 BMC Conference Locations

Dallas, Texas
March 3 and 4, 2002

Memphis, Tenn

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CUSTODIAL STAFFING GRIEVANCE

from Central Regional NBA's

The (Your Facility) Facility, which is made up for staffing purposes of the (If not an Associate Office, List All Buildings Covered by This Grievance) are authorized (Line J of Form 4852) weekly hours of Custodial cleaning duties that are required to be completed each week in accordance with the MS-47 Handbook, which is part of the National Agreement through Article 19 of the Agreement. In order to complete all required custodial cleaning weekly hours (Line K and/or L of Form 4852) Full Time Regular Custodian were authorized and approved on (The Date the Staffing Package was Approved). These figures, (Line J of Form 4852) weekly hours and (Line K and/or L of Form 4852) full time custodians were arrived at following the established procedures in the Postal Handbook MS- 47, Housekeeping, Postal Facilities. By not performing all custodial cleaning duties during the time frame identified in this grievance, the Postal Service was in violation of their own rules and regulations, specifically the MS-47 Handbook and the national level settlements which interpreted this Handbook. The Ms-47 Handbook requires:

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

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

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

142 Staffing is a three step procedure in which an inventory is taken on Form 4869, *Building Inventory*, frequency of performance is developed using Form 4839, *Custodial Scheduling Worksheet* and Chapter 4 of this handbook and staffing requirements are calculated using Form 4852, *Workload Analysis and Summary*. The Form 4852; which is preprinted with cleaning performance standards, list the various "Job Requirement" (See Appendix, Exhibit C) which combine to become the total custodial workload. These "Job Requirement" may be an area to be cleaned (Area Cleaning), a building component to be cleaned (Component Cleaning) OR SOME OTHER TASK THAT REQUIRES CUSTODIAL WORK HOURS.

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

243.u If the facility is not to be cleaned by contract, divide line H by 1760 (Note - the 1760 figure is the current productive annual WORK HOURS for one USPS custodial employee. This figure is subject to change.) Round to the nearest tenth. Enter the resulting figure in column (P) line K. If line K is less than one, a part-time position should be authorized. If line K is equal to or greater than one, any combination of full-time and/or part-time positions should be authorized that provides sufficient work HOURS to perform all the custodial tasks.

The Union maintains that management at the (Your Facility) did not adhere to these provisions during the time period identified in this grievance. Thus, employees and customers were exposed to less than the required clean and healthful workroom environment requirement, as management did not maintain this commitment as their principal concern.

In a National level agreement in grievance number H1C-NA-C-46, dated April 20, 1983, the Postal Service agreed in part:

1. The parties agree to the MS-47 Handbook, "Housekeeping-Postal Facilities" as revised (4/13/83) and found in Attachment One to this settlement agreement.
2. The Postal Service will not implement frequencies below the specified ranges contained in Attachment One without providing the Union, at the Regional level, with relevant document(s) justifying the reduced frequency(ies)... In another National level settlement, H7T-3A-C-8445, dated September 7, 1990, the Postal Service agreed,

1) The parties at this level agree that part 116 of the MS-47 applies: "Once a custodial staffing level is determined using the procedures in this handbook, that staffing level must be maintained. If conditions arise that warrant a change in staffing, the entire staffing procedure must be redone, i.e. new forms must be completed."

(2) Management also agrees that it will not implement frequencies below the specified ranges identified in the MS-47 without following the procedure outlined in prearbitration decision H1C-NA-C-46.

At the time of this grievance the MS-47 had not been altered from its agreed upon language of 1983. Thus the Postal Service was required to perform no less than (Line J of Form 4852) weekly hours of custodial cleaning duties each week. This requirement could not be met with fewer than the authorized number of custodians or without the use of overtime by the remaining custodians or the reassignment of other employees to perform the required cleaning duties. To permit the Postal Service to operate in this fashion would permit them to clean the Main Office and its stations and branches below the frequencies established in the MS-47 by simply creating an under staffing condition. National Arbitrator Howard Gamser ruled on page 6 of his decision in case A8-NA-0375 that,

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

For the reasons outlined above, the Arbitrator is of the opinion and must find that the provisions of Article XIX impose upon the Service a duty to abide by the criteria or standards established in the MS-47 Handbook for both unit performance as well as frequencies. The unilateral determinations to depart from those standard, and particularly from the minimum frequencies contained in the Handbook, have resulted in violations of Article XIX.

Had local management followed the requirements of the MS-47 then no fewer than (Line J of Form 4852) weekly hours would have been used to clean each week. The Union maintains that the actions described above, not scheduling and assigning all custodial weekly cleaning hours, not only demonstrated local management's lack of commitment for a clean and healthful work environment but also deprived overtime opportunities to the Custodians for the entire under staffing time period. It is clear that National Arbitrator Gamer, the MS-47 Handbook and various National level settlements require the Postal Service to complete all work hours as listed on Line J of the current authorized and approved staffing package for the specific facility Staffed. The Union maintains that the Postal Service violated the MS-47 Handbook by not maintaining the authorized and approved number of full time career custodians and by not performing all required custodial work. Local management's reliance on the MS-63 Handbook to support the nonperformance of required custodial work hours is unfounded. The MS-63 is a work hour reporting system. Section 130 of this Handbook provides:

The contents of this handbook apply to maintenance functions and a need to collect and report maintenance data. This data will provide management with the necessary information to measure effectively and to control maintenance activities. Class A offices will make full use of the capabilities of NMICS. (See 122 for definition of NMICS)

Section 720.1 of the MS-63 Handbook clearly identifies the MS 47 Handbook as controlling the scheduling of custodial work:

Detailed and Specific instruction for the development of the building cleaning workload requirements, assignment of work, scheduling of daily and project work, and forms preparation are in Handbook Ms-47, Housekeeping Postal Facilities. Reporting of workhorse and material expended shall be in accordance with procedures contained therein.

By not assigning the required weekly cleaning hours from Line J of the Form(s) 4852, the Postal Service adversely affected the bargaining unit in a manner similar to when they use casuals perform our work. The Postal Service was unjustly enriched¹ by not staffing and assigning cleaning duties in accordance with the provisions of the MS-47 Handbook. Had local management followed the requirements of the MS-47 then no fewer than (Line J of Form 4852) weekly hours would have been used to cleaning and maintaining this Facility each week. The Union maintains that the actions described above, not scheduling and assigning all custodial weekly cleaning hours, not only demonstrated local management's lack of commitment for a clean and healthful work environment but also deprived overtime opportunities to the Custodian for the entire time period.

Based on the above, the Union maintains that the Postal Service violated the National Agreement and the MS-47 Handbook by not maintaining the authorized and approved Custodians, (Line K and/or L of Form 4852), and by not completing all required custodial work hours, (Line J of Form 4852) each week. We respectfully request that you find in favor of the Union by ordering the Postal Service to:

1. Immediately staff to the authorized number of custodians, and
2. Complete all custodial work each week as shown on Line J of the approved PS Form 4852, and
3. Compensate the custodial workforce at the appropriate overtime rate for all unworked custodial work (work that was not competed or bypassed as required by National Arbitrator Gamer and the MS-47 Handbook due to their failure to opt to perform required work, and
4. Compensate the Local Union a dollar amount equal to the total biweekly Union dues the employee(s) would have paid to the Union had the Postal Service been maintaining the contractually proper staffing level.

1. TOTAL WEEKLY HOURS REQUIRED TO BE CLEANED= _____ HOURS AT THE MAIN POST OFFICE.

2. One man year equals 1760 hours or 33.8 weekly hours. The figure of 33.8 is calculated by dividing 1760 by 52 weeks.

In a National level arbitration, Carlton J. Snow, in case I90V-4I-C-94005141, stated on page 13:

“Jurisprudential underpinnings for the concept of a continuing grievance are rooted in the doctrine of restitution and the historical effort of the common law to avoid unjust enrichment. If an employer were permitted indefinitely to reject a legitimately aggrieved employee’s complaint regarding a wage dispute on the basis of procedural nonarbitrability, an organization could be unjustly enriched. In such circumstances, courts traditionally have compelled parties to surrender any benefits unjustly received from an injured party. It is a fundamental concept in Anglo-American common law that no one should be unjustly enriched at the expense of another, and arbitrators have adopted the same value. (See Restatement (Second) of contracts, 344, p.106 (1981); 1996 NAA 48th Annual Meeting 150; and Carpenters Local 1913, 213 N.L.R.B. 363, 87 LRRM 1700 (1974).)

The figure of 1760 is found on line K of the 4852's as well as the MS-47 Handbook. The figure of 1760 annual hours, instead of 2080 hours, (or 33.8 weekly hours instead of 40 weekly hours) represents the number of productive work hours each year/week. The remaining hours are nonproductive hours and represent holiday leave and annual and sick leave estimations.

1760 annual productive hours

80 annual holiday leave hours

240 annual hours for vacation, incidental leave, sick leave etc.

2080 annual hours or 40 hours per week.

SUPPORT CITATIONS

WITHHOLDING / HIRING CAP / BUDGET RESTRAINTS ARE NOT PERMISSIBLE REASONS TO AVOID STAFFING AND/OR PERFORMING ALL REQUIRED MAINTENANCE WORK

1. C90T-1C-C-93023708 JOSEPH A. SICKLES

The purpose of this case is to establish that the Cincinnati BMC came of the "withholding" on May 28, 1993 (see pages 6 and 7).

2. E7T-2U-C-23573 NICHOLAS H. ZUMAS

SUBSTANTIAL PERSUASIVE AUTHORITY THAT A UNILATERAL DECISION BY MANAGEMENT NOT TO HIRE OR ITS DECISION TO IMPOSE A WITHHOLDING DOES NOT NEGATE MANAGEMENT'S OBLIGATION TO ADHERE TO ITS REQUIREMENT TO STAFF AND PERFORM ALL MAINTENANCE WORK

1. J90T-1J-C-93028969 EDWIN H. BENN
2. J90T-1J-C-91030930 EDWIN H. BENN

USPS's REQUIREMENT TO MAINTAIN REGISTERS Section 211 of Handbook EL-311

1. C7T-4M-C-32277 WILLIAM F. DOLSON
2. C7T-4M-C-30525 WILLIAM F. DOLSON

USPS REQUIRED TO COMPLETE A NEW STAFFING PACKAGE IN ORDER TO JUSTIFY ANY CHANGES SECTION 142

1. C1T-4A-C-32009 JAMES P. MARTIN

CASES THAT REFERENCE MANAGEMENT'S REQUIREMENT TO COMPLETE ALL REQUIRED MAINTENANCE WORK AS IDENTIFIED IN THE APPROPRIATE STAFFING PACKAGE CUSTODIAL, MM0-21-91(MMO28-97), 1979 BMC INTERIM STAFFING GUIDELINES AND CRITERIA

1. H4C-NA-C-99 / 112 STEP 4 SETTLEMENT DATED AUGUST 5, 1991
 2. H7T-4C-C-9164 STEP 4 SETTLEMENT DATED OCTOBER 7, 1991
 3. SECTION 531.721 of the Administrative Support Manual
 4. C7T-4Q-C-16630 JAMES P. MARTIN
 5. I90T-1I-C-93036556 EDWIN H. BENN
 6. C90T-1C-C-95006449 FRED BLACKWELL
 7. K90T-4K-C-94009624 CHRISTOPHER E. MILES
 - K90T-4K-C-94020308
 8. K90T-4K-C-95014530 CHRISTOPHER E. MILES
- 1760 ANNUAL WORK HOURS EQUALS ONE MAN YEAR**
(Defines the difference between 2080 clock hours and 1760 work hours)
9. E7T-2L-C-39390 CHRISTOPHER E. MILES
 10. E7T-2F-C-27975 PHILIP W. PARKINSON

CUSTODIAL STAFFING

1. A8-NA-375 HOWARD GAMER (NATIONAL LEVEL ARBITRATOR)
2. H1C-NA-C-46 STEP 4 SETTLEMENT
3. H7T-3A-C-8445 STEP 4 SETTLEMENT
4. October 31, 1997 Samuel M. Pulcrano letter to James Lingberg concerning the requirement to complete PS Form 4776, Prevent-Custodial Maintenance Route as required by Handbook, MS-47 Housekeeping Postal Facilities. Specially you have asked whether the Maintenance Activity Reporting and Scheduling (MARS) system eliminates the need to use Form 4776. The aforementioned form is presently required under the MS-47. The MARS system does not eliminate this requirement.
5. C7T-4J-C-29635 LAMONT E. STALLWORTH
6. I90T-1I-C-94036944 WILLIAM BELSHAW
7. D90T-1D-C-94020357 MICHAEL E. ZOBRAK
8. C90T-1C-C-95006449 FRED BLACKWELL

- | | | |
|-----|--------------------|-----------------------|
| 9. | C87T-1C-C-90006204 | FRED BLACKWELL |
| 10. | C90T-4C-C-92032268 | FRED BLACKWELL |
| 11. | J90T-4J-C-94041806 | EDWIN H. BENN |
| 12. | I90T-1I-C-93036556 | EDWIN H. BENN |
| 13. | H94T-1H-C-96055756 | LINDA S. BYARS |
| 14. | C94T-1C-C-97010497 | PHILIP W. PARKINSON |
| 15. | W7T-5G-C-27211 | GARY L. AXON |
| 16. | B90T-4B-C-92018695 | LINDA ROBINS FRANKLIN |
| 17. | W0T-5F-C-7552 | GARY L. AXON |
| 18. | W0T-5F-C-9673 | BENNETT S. AISENBERG |
| | | W0T-5F-C-9674 |
| | | W0T-5F-C-11530 |

NEW ARGUMENT/EVIDENCE RAISED FOR THE FIRST TIME AT ARBITRATION

- | | | |
|----|--------------------|---------------------------------------|
| 1. | NC-E-11359 | BENJAMIN AARON (National Arbitration) |
| 2. | J90C-1J-C-94013796 | LINDA DiLEONE KLEIN |

RELEVANT HANDBOOK DOCUMENTS

1. Section 211.11 of Handbook EL-311, Personnel Operations
2. Section 5 of MMO-21-91 (MMO 28-97)
3. Step 4 Settlement H4C-NA-C-99 / 112 dated August 5, 1991
4. Step 4 Settlement H7T-4C-C-9164 dated October 7, 1997 (for BMC's)
5. 571.71 and 72 of the Administrative Support Manual
This section identifies the required maintenance staffing as well as the identification of the equipment and tasks required of the maintenance workforce to properly support the equipment.
6. Step 4 Settlement H1C-NA-C-46
7. National Arbitration A8-NA-0375
8. Step 4 Settlement H7T-3A-C-8445

Sample Custodial Grievance Form, to complete

The _____ Facility, which is made up for
staffing purposes of the _____ are

authorized _____ weekly hours of Custodial cleaning duties that are
required to be completed each week in accordance with the MS-47 Handbook,
which is part of the National Agreement through Article 19 of the Agreement. In
order to complete all required custodial cleaning weekly hours

_____ Full Time Regular Custodian were

authorized and approved on _____.

These figures _____ weekly hours and

_____ full time custodians were arrived at
following the established procedures in the Postal Handbook MS- 47,
Housekeeping, Postal Facilities. By not performing all custodial cleaning duties
during the time frame identified in this grievance, the Postal Service was in
violation of their own rules and regulations, specifically the MS-47 Handbook and
the national level settlements which interpreted this Handbook. The Ms-47
Handbook requires:

- 111 It is the responsibility of the postmaster/manager of a postal facility to assure that custodial maintenance is sustained at a satisfactory level. When making staffing determinations, management must make a commitment to maintain a clean and healthful working environment. When determining what, when and how often to clean, this commitment must be the principal concern.
- 112 This handbook provides procedures for determining staffing and scheduling for the building services maintenance work force. The task of this group includes cleaning and preventive maintenance of the building and grounds that make up the physical plant.

- 116 Once a custodial staffing level is determined using the procedures in this handbook, that staffing level must be maintained. If conditions arise that warrant a change in staffing, the entire staffing procedure must be redone, i.e. new forms must be completed.
- 142 Staffing is a three step procedure in which an inventory is taken on Form 4869, *Building Inventory*, frequency of performance is developed using Form 4839, *Custodial Scheduling Worksheet* and Chapter 4 of this handbook and staffing requirements are calculated using Form 4852, *Workload Analysis and Summary*. The Form 4852; which is preprinted with cleaning performance standards, list the various "Job Requirement" (See Appendix, Exhibit C) which combine to become the total custodial workload. These "Job Requirement" may be an area to be cleaned (Area Cleaning), a building component to be cleaned (Component Cleaning) OR SOME OTHER TASK THAT REQUIRES CUSTODIAL WORK HOURS.
- 331 Complete Form 4776, *Preventive-Custodial Maintenance Route*, in duplicate for all regularly scheduled custodial maintenance work listed on Form 4852. Retain the original in the permanent office files. Enclose the duplicate in a transparent plastic cover to be issued to the employee performing the task.
- 243.u If the facility is not to be cleaned by contract, divide line H by 1760 (Note - the 1760 figure is the current productive annual WORK HOURS for one USPS custodial employee. This figure is subject to change.) Round to the nearest tenth. Enter the resulting figure in column (P) line K. If line K is less than one, a part-time position should be authorized. If line K is equal to or greater than one, any combination of full-time and/or part-time positions should be authorized that provides sufficient WORK HOURS to perform all the custodial tasks.

The Union maintains that management at the _____ do not adhere to these provisions during the time period identified in this grievance. Thus, employees and customers were exposed to less than the required clean and healthful workroom environment requirement, as management did not maintain this commitment as their principal concern.

Dependent Care

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

Re: Sick Leave for Dependent Care

The parties agree that, during the term of the **1998** National Agreement, sick leave may be used by an employee to give care or otherwise attend to a family member having an illness, injury or other condition which, if an employee had such condition, would justify the use of sick leave by that employee. Family members shall include son or daughter, parent and spouse as defined in ELM Section 515.2. Up to 80 hours of sick leave may be used for dependent care in any leave year. Approval of sick leave for dependent care will be subject to normal procedures for leave approval.

ELM 16 515.2 Definitions

The following definitions apply for the purposes of 515:

- a. Son or daughter — biological, adopted, or foster child, step child, legal ward, or child who stands in the position of a son or daughter to the employee, who is under 18 years of age or who is 18 or older and incapable of self-care because of mental or physical disability
- b. Parent — biological parent or individual who stood in that position to the employee when the employee was a child.
- c. Spouse — husband or wife.

Filling Maintenance Vacancy

EL 304 Page 37

Order In Which Vacant Maintenance Craft Positions Are Filled

- Select the senior employee on the appropriate preferred assignment register (PAR).
- Consider higher level **qualified** maintenance employees requesting change to lower level.

Qualified means eligible under the MSS incraft process for the position in question.

- Select the ranking employee on the appropriate promotion eligibility register (PER).
- Consider maintenance craft employees requesting transfer. (Note: The appropriate PAR and PER must be exhausted before considering other hiring options. Employees who have ineligible ratings for the position under consideration are not considered.)

Transfer requests may be considered **before** or **after** inservice procedures in the following order:

1. Maintenance craft employees who are already qualified for the position in question.
 2. Maintenance craft employees who are not qualified for the position in question but have been afforded an opportunity to qualify under the provisions for qualifying for transfer (see page 38, ***Qualifying for Transfer***).
- Give priority consideration to career maintenance craft employees using the inservice register.
 - Consider career postal employees, regardless of craft, on the inservice register in score order.
 - Consider entrance register eligibles in score order.

Holiday Information

The Article 11 Officer in Washington, DC, is Jake Jackson, Assistant Maintenance Director. Below is information related to holiday scheduling. When the holiday does not come on Monday many confused. The contract address what occurs on the scheduled day off. However the scheduled day has cause a lot of confusion. The contract reference is Article 11 and your LMOU. Both must be reviewed when holiday schedules are posted. In addition ELM Section 518 and 434.4

ELM 16 Holiday Information

518 Holiday Leave

518.1 Observed Holidays

The following 10 days are observed as holidays by the U.S. Postal Service:

- a. New Year's Day January 1.
- b. Martin Luther King Jr.'s Birthday 3rd Monday in January.
- c. Washington's Birthday/Presidents' Day 3rd Monday in February.
- d. Memorial Day Last Monday in May.
- e. Independence Day July 4.
- f. Labor Day 1st Monday in September.
- g. Columbus Day 2nd Monday in October.
- h. Veterans' Day November 11.
- i. Thanksgiving Day 4th Thursday in November.
- j. Christmas Day December 25.

Note: Administrative leave is not granted for absence on state, local, or religious holidays. To the fullest extent practicable, annual leave or LWOP is granted to employees for observance of their religious holidays.

518.2 Holidays on Nonscheduled Workdays

518.21 Saturday

When a holiday falls on a Saturday, the preceding Friday is observed as the holiday.

518.22 Sunday

When a holiday falls on Sunday, the following Monday is observed as the holiday.

518.23 Nonscheduled Workday

When an employee's nonscheduled workday falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday is designated as that employee's holiday.

518.3 Holidays on Scheduled Workdays

Holidays falling on an employee's scheduled workday are observed on those days.

518.4 **Eligibility for Holiday Pay**

See 434.4.

ELM 16

434.4 **Holiday Leave Pay**

434.41 **Policy**

434.411 **Holidays Observed**

The following 10 days are observed as holidays:

- a. New Year's Day.
- b. Martin Luther King Jr.'s Birthday.
- c. Washington's Birthday (Presidents' Day).
- d. Memorial Day.
- e. Independence Day.
- f. Labor Day.
- g. Columbus Day.
- h. Veteran's Day.
- i. Thanksgiving Day.
- j. Christmas Day.

434.412 **Application**

Provisions concerning application of holiday pay are as follows:

- a. On these holidays, eligible employees receive holiday leave pay for a number of hours equal to their regular daily work schedule, not to exceed 8 hours. This holiday pay is instead of other paid leave to which employees might otherwise be entitled on their holiday.
- b. If a holiday falls on an eligible employee's regular scheduled workday, including Saturday or Sunday, the employee observes the holiday on that day.
- c. When a holiday falls on an eligible employee's scheduled non workday, the first scheduled day preceding the holiday is designated as the employee's holiday except as provided in 434.412d. and 434.422.
- d. When a holiday falls on a Sunday that is a nonscheduled workday for an eligible employee, Monday is designated as the employee's holiday. However, if Monday is also a nonscheduled workday, then Saturday is designated as the employee's holiday. For postal police officers, see the USPS-PPO Agreement.
- e. For all full-time postmasters, if a holiday falls on a Saturday that is a nonscheduled workday, the preceding Friday is designated as the postmaster's holiday. Where necessary, additional work hour allowances are authorized for those post offices without a senior supervisor to provide relief coverage during the postmaster's absence on holiday leave.
- f. Holiday leave paid to an employee who is on a continuation of pay (COP) status should be recorded as holiday leave and is counted as one of the 45 calendar days of COP for OWCP purposes.
- g. When a full-time employee has partially overcome a compensable disability and is working a partial schedule under the rehabilitation program, holiday leave is payable up to the number of hours in the partial schedule. The remainder of the holiday leave pay is received from OWCP.

434.42 Eligibility

434.421 Eligibility for Holiday Leave Pay

Eligibility is shown by category on the following chart:

Employee Category Eligible

Full-time Yes

Part-time regular (See 434.422)

Part-time flexible No *

Casual No

Temporary No

Transitional No

* Holiday pay is included in the hourly rate.

To receive holiday leave pay, employees must be in a pay status either the last scheduled hour before or the first scheduled hour after the holiday or designated holiday. However, paid leave for the last scheduled hour before or the first scheduled hour after the holiday or designated holiday, for an employee on extended leave without pay (LWOP) is not approved for the purpose of qualifying the employee for holiday pay.

434.422 Part-Time Regular Employees

Part-time regular employees, including A–E postmasters who are regularly scheduled to work a minimum of 5 days per service week are eligible for holiday leave pay in accordance with 434.41. Part-time regular employees who are regularly scheduled to work less than 5 days in a service week are ineligible unless the holiday falls on their scheduled workday.

434.423 Absences When Scheduled

A full-time or part-time regular employee who is scheduled to actually work on a holiday or on a designated holiday, but does not work, is placed in LWOP status and does not receive holiday leave pay, unless the absence is based on an extreme emergency situation and the absence is excused by the employee's supervisor.

434.43 Pay Computation

Provisions concerning pay computation are as follows:

- a. Eligible full-time and part-time regular employees require no specific authorization to be absent from work on a holiday or a designated holiday, unless scheduled to work.
- b. Eligible employees are paid for the holiday at their basic hourly rate for those hours equal to their regular daily working schedule, not to exceed 8 hours.
- c. Holiday leave pay is in lieu of other paid leave to which an employee might otherwise be entitled on the designated holiday.
- d. Holiday leave pay is payable in addition to compensation for hours actually worked on a designated holiday (see 434.5).

434.5 Holiday-Worked Pay

434.51 Policy

Holiday-worked pay is paid to eligible employees for the hours worked on a recognized holiday or for the hours worked on the employee's designated holiday, except Christmas. (See 434.4 for recognized holidays.) Christmas-worked pay is paid to eligible employees for the hours worked on Christmas day or the day designated as the employee's Christmas holiday.

434.52 Eligibility

Exhibit 434.52 indicates that employees are eligible to receive holiday-worked pay and Christmas-worked pay. Part-time flexible employees receive Christmas-worked pay for up to 8 straight-time hours only if they work on December 25 (see 432.21c).

434.53 Pay Computation

Provisions concerning pay computation are as follows:

a. Eligible employees who are required to work on their holiday or designated holiday are paid (in addition to any pay for holiday leave to which they may be entitled) their basic hourly straight time rate for each hour worked up to 8. Eligible FLSA special exempt employees are paid EAS additional pay for each authorized hour worked on their holiday or designated holiday.

b. Eligible employees, excluding postmasters and officers in charge, who are required to work on Christmas day or their designated Christmas holiday are paid, in addition to authorized holiday leave pay (434.4) and holiday-worked pay, Christmas-worked pay at 50 percent of their basic hourly straight-time rate. Work performed beyond 8 hours is treated as overtime for bargaining unit employees. The Christmas-worked premium is not paid for overtime hours. Also Christmas-worked pay is not authorized during hours of overnight travel on a nonscheduled day (438.133).

c. A holiday scheduling premium equal to 50 percent of the amount paid in 434.53a is paid to eligible employees for time actually worked on a holiday or on the employee's designated holiday (except Christmas) when the holiday schedule is not posted in accordance with national agreements, as follows:

(1) If the schedule is not posted as of Tuesday preceding the service week in which the holiday falls, a full-time regular bargaining unit employee who is required to work on his or her holiday or designated holiday, or who volunteers to work on that day, receives holiday scheduling premium for each hour of work, not to exceed 8 hours. This premium is in addition to both holiday leave pay and holiday-worked pay.

(2) In the event that, subsequent to the Tuesday posting period, an emergency situation attributable to Act(s) of God arises that requires the use of manpower on that holiday in excess of that scheduled in the Tuesday posting, full-time regular employees who are required to work or who volunteer to work in this circumstance(s) do not receive holiday scheduling premium.

(3) When a full-time regular employee who is scheduled to work on a holiday is unable to or fails to work on the holiday, the supervisor may require another full-time regular employee to work the schedule, and the replacement employee is not eligible for holiday scheduling premium.

(4) Employees are not eligible for holiday scheduling premium while temporarily assigned to nonbargaining positions.

d. For those eligible employees who receive TCOLA (439.1), Christmas-worked pay and the holiday scheduling premium are paid at 50 percent of the employee's basic rate, plus TCOLA, in those workweeks when FLSA overtime is earned. In those workweeks when FLSA overtime is not earned, these premiums are calculated in accordance with 434.53b or 434.53c.

Leave Exchange Information

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

Re: ANNUAL LEAVE EXCHANGE OPTION

The parties agree that APWU career employees will be allowed to sell back a maximum of forty (40) hours of annual leave prior to the beginning of the leave year provided the following two (2) criteria are met:

- a) The employee must be at the maximum leave carry-over ceiling at the start of the leave year, and
- b) The employee must have used fewer than 75 sick leave hours in the leave year immediately preceding the year for which the leave is being exchanged.

This Memorandum of Understanding expires on the expiration date of the 1998 National Agreement.

The following is new language from ELM Issue 16 and relates to Leave Exchange. This is from the ELM on the www.usps.gov web page. **ELM 16 Information**

512.63 Annual Leave Exchange

512.631 General

The annual leave exchange program provides eligible employees with the opportunity to receive cash in exchange for leave that they will earn during the next leave year. Accumulated leave and leave accrued during the current leave year cannot be exchanged under this program. The terms and conditions for exchanging leave vary for bargaining unit and nonbargaining unit employees and are explained in the instructions mailed to eligible employees before the open season November 15 through December 15 each year.

512.632 Bargaining Unit Annual Leave Exchange

Certain national collective bargaining agreements provide a leave exchange option for covered employees. Eligibility and the other terms and conditions for this option are set forth in the applicable collective bargaining agreements and information related to administering the program.

512.633 Nonbargaining Unit Annual Leave Exchange

Career employees permanently assigned to a nonbargaining unit position are provided the option at the end of the fiscal year to exchange for cash from 8 to 104 hours of the annual leave they will earn during the next year. To be eligible, employees must have an annual leave balance of 160 hours at the end of the leave year in which the election is made.

512.634 Processing Annual Leave Exchange Options

Open season for the annual leave exchange program runs from November 15 to December 15 each year. Eligible employees are notified of the election before the open season. The exchange is effective the first full pay period of the new leave year.

Note: Postal employees may not exchange leave already earned that exceeds the Postal Service leave carryover limit due to Internal Revenue Service "constructive receipt" regulations.

Leave Sharing

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE

AND THE

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Leave Sharing

The Postal Service will continue a Leave Sharing Program during the term of the 1998 Agreement under which career postal employees are able to donate annual leave from their annual leave account to another career postal employee, within the same geographic area serviced by a postal district. **In addition, career postal employees may donate annual leave to other family members that are career postal employees without restriction as to geographic location. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2.** Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not donate leave to their immediate supervisors. To be eligible to receive donated leave, a career employee

- (a) must be incapacitated for available postal duties due to serious personal health conditions including pregnancy and
- (b) must be known or expected to miss at least 40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and
- (c) must have his or her absence approved pursuant to standard attendance policies.

Donated leave may be used to cover the 40 hours of LWOP required to be eligible for leave sharing. For purposes other than pay and legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave. Donated leave may be carried over from one leave year to the next without limitation. Donated leave not actually used remains in the recipient's account (i.e., is not restored to donors). Such residual donated leave at any time may be applied against negative leave balances caused by a medical exigency. At separation, any remaining donated leave balance will be paid in a lump sum (The preceding Memorandum of Understanding, Leave Sharing, applies to Transitional Employees.) NOTE: GRIEVANCE NUMBER Q90C-4QC 94013818 IS WITHDRAWN.

ELM 16 Information

512.64 Annual Leave Sharing

The annual leave-sharing program provides employees the opportunity to receive and use donated annual leave and to donate their annual leave to another employee under certain conditions. The program is limited to career nonbargaining unit and bargaining unit employees and to noncareer employees designated as transitional employees (TEs) under certain collective bargaining agreements. The terms and conditions for this program are set forth in applicable collective bargaining unit agreements and memorandums of understanding. Instructions for administration of the terms and conditions are found in Management Instruction EL-510-1999-4, Annual Leave Sharing Program.

Two major problems or concerns: Employees want to donate sick leave or leave they may be subject to forfeiture may not be donated or shared with others.

Maintenance Contract Changes 1998-2000

Maintenance Questions and Answer_s

MSS/PROMOTIONS

- 1. If an employee does not complete the necessary forms for the review panel process, can the employee be disqualified and considered as a non-applicant?**

Answer: Yes. The employee has the obligation to totally complete all required forms by the deadline date. An employee who, because of unavoidable circumstances, did not submit the necessary forms may be considered for reinstatement.

- 2. If an employee checks the block in the Candidate Supplemental Application signifying no experience in a Knowledge, Skill, or Ability, what happens?**

Answer: The employee is not interviewed on this Knowledge, Skill, or Ability, and receives the lowest possible review panel rating on this Knowledge, Skill, or Ability.

- 3. Is the mere reading of a magazine or general article sufficient for an employee to request an update?**

Answer: No.

- 4. If an employee receives a promotion based on successful completion of training and fails that training, what happens to that employee's standing on the Promotion Eligibility Register?**

Answer: The employee is declared as inactive on the Promotion Eligibility Register and the Promotion Eligibility Register shall be annotated with an asterisk indicating the employee's requirement to update. The employee may request an update based on additional training, education, or experience in the deficient Knowledge, Skill, or Abilities. When the update score is received, the employee's name will be activated, the asterisk removed and the employee ranked accordingly.

- 5. An employee receives a promotion based on successful completion of training and then, for various reasons, refuses to attend this training. Is this employee still promoted to the position after 365 days?**

Answer: On a case by case basis, management must determine if the explanation given for the refusal is valid. If it is determined to not be valid, the employee will be declared an unassigned regular in his/her original occupational code and level and the position reposted. The employee will be bypassed on the Promotion Eligibility Register for this posting.

If the explanation is valid and, on a one-time basis not to exceed another 365 days, the time limit may be extended until the receipt of training results from the National Center for Employee Development for the next scheduled course.

- 6. Can Industrial Electrical Service be used as a qualifying course for the Maintenance Mechanic, PS-5 position?**

Answer: Yes. However, the Maintenance Mechanic, PS-5 will not be held responsible for passing the module concerned with finding selected sections of the National Electric Code.

- 7. I have an employee who is in a "promotion pending successful completion of training" status. The Notice of Intent listed a specific course that this employee must attend. Do I have to post this billet for volunteers?**

Answer: Yes. The billet is posted for volunteers where the need exists; however, an employee in a "promotion pending successful completion of training" may be selected.

TRAINING

- 1. An employee has successfully completed equipment training in the past but none of that equipment is now in the office. Is the employee required to attend and successfully complete training on the new equipment?**

Answer: Yes.

- 2. May an employee selected from an in-service register be placed into that position prior to the date (Form 50) of the new assignment?**

Answer: Yes. An employee may be detailed to the position for training purposes for up to a two (2) week period ending with the reassignment.

DUTIES AND RESPONSIBILITIES

1. Can a Maintenance Mechanic, Mail Processing Equipment perform scanner alignments on mail processing equipment?

Answer: Yes. A Maintenance Mechanic, Mail Processing Equipment may perform alignments which are electro-mechanical or menu driven.

2. Can a Maintenance Mechanic, Mail Processing Equipment perform operational maintenance on equipment?

Answer: Yes. The position description item 2 states "Observes the various components of the system in operation and applies appropriate testing methods and procedures to insure continued proper functioning".

3. Can a PS-2 Custodian use a domestic type (canister, tank, upright, carpet, etc.) vacuum cleaner to perform interior cleaning?

Answer: Yes

4. Can a Maintenance Mechanic, PS-5 reset and restart the Tray Management System?

Answer: Yes.

5. Can a Maintenance Mechanic, Mail Processing Equipment do simple replacement of a defective printed circuit board?

Answer: Yes, as long as the board is external to the computer.

CUSTODIAL

1. What is the definition of "voluntary attrition"?

Answer: If the employee bids out, is promoted, quits, retires, or dies.

GENERAL

1. If there is more than one residual duty assignment being filled by promotion, assignment, reassignment, hire, or, transfer at the same time, how are the duty assignments awarded?

Answer: Employees make selections based upon their Installation Seniority. In the case of multiple employees with the same Installation Seniority, selections will be made based upon the other "tie-breakers" identified in Article 38.3.J.1-7.

2. Must an employee new to the craft or installation be assigned to a Preferred Duty Assignment?

Answer: Yes. Within 60 days the employee shall be selected from the Preferred Assignment Register to a Preferred Duty Assignment or be assigned in accordance with Article 38.5.A.8.

3. Where are Preferred Assignment Registers and Promotion Eligibility Registers established and posted?

Answer: If two or more maintenance occupational groups exist in an installation or in an installation where an employee is domiciled, a Promotion Eligibility Register for those occupational groups offering promotional opportunity must be established. If two or more employees hold duty assignments within the same occupational group, a Preferred Assignment Register must be established. These registers will be posted in the installation and will be used to fill vacant positions.

4. What is the procedure for stopping the maintenance bidding process prior to the breaks identified in Article 38.

Answer: Prior to posting the Notice of Intent, management must determine if there are duty assignments that will be reverted or changed if they are vacated during the bidding process. These duty assignments must then be listed on the Notice of Intent

Maintenance Changes-Article 38

New Section 2 F defining Maintenance Installation Seniority

Clarified 2 G 2 - preferred and installation seniority are the same for employees who enter an occupational group and level after June 25, 1992.

Clarified 3 J - Added Maintenance Installation and Maintenance Service Seniority to the tie breaker provisions.

Clarified 3 K - Maintenance Installation Seniority is used when excessing is involved.

Clarified 4 A 1 - notice of intent is posted within fourteen (14) days of receipt of the Promotion Eligibility Register results.

Clarified 5 A 9 - employee will receive Preferred Assignment Selection form within fifteen (15) days of entering the Maintenance Craft in an Installation.

Clarified 5 B 2 - definition of what seniority is used for senior qualified and that is time within the occupational group and level.

New 5 B 2 k - Maintenance Support Clerk PS is a senior qualified from the Maintenance Support Clerk 5.

New 5 B 2 l - Maintenance Mechanic, M.P.E. PS 7 is senior qualified from Maintenance Mechanic PS 5.

New 5 B 2 m - Electronic Technician PS 9 is senior qualified from Maintenance Mechanic, M.P.E. PS 7

Add to 5 B 6 - employee will receive Promotion Eligibility Selection form within fifteen (15) days of entering the Maintenance Craft in an Installation.

Clarified 5 B 8 d - definition of what seniority is used for senior qualified and that is time within the occupational group and level.

Clarified 6 A - Maintenance Training will be considered listed as job training. Eliminated reference to developmental training.

Add to Section 7 C - court leave, employee requested leave without pay, and contractor training.

Updated : Cleaning Subcontract memorandum.

New: Development of some Questions and Answers to address Maintenance Issues.

Maintenance Division Conferences
Minneapolis, Minnesota

Pre Convention Workshops
August 8 & 9, 2002

Maintenance Conference
August 10 & 11, 2002

National APWU, AFL-CIO Convention
August 12-16, 2002

Membership 1992 - 2001

AP 03 FOR 1992 - 2000											
AP 01&06 2001											
ALL APWU CRAFTS											
CLERK CRAFT	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001 AP01	2001 AP06
FT	225116	206273	218193	219954	221198	221899	219511	223135	221854	217556	213624
PTF	49943	44239	38629	44452	48874	51296	60816	68712	63056	58345	55166
PTR	2708	2538	3740	3841	4150	4171	4696	5362	5129	4901	4721
TE	0	10646	17720	24510	31817	33628	29719	27223	18867	14268	13870
TOTAL	277767	263696	278282	292757	306039	310994	314742	324432	308906	295070	287381
MAINTENANCE CRAFT											
FT	33157	32102	34842	36325	37607	38763	39503	40661	41441	41758	41955
PTF	1	1	1	0	0	0	0	0	0	0	0
PTR	1386	1165	1081	999	978	948	893	894	858	835	824
TE	0	752	199	143	84	38	7	0	0	4	23
TOTAL	34544	34020	36123	37467	38669	39749	40403	41555	42299	42597	42802
MOTOR VEHICLE SERVICES											
FT	11377	10591	11492	11732	12159	12397	12549	12806	13037	13158	13220
PTF	1247	1289	998	1185	1231	1426	1465	1756	1702	1640	1589
PTR	4	3	19	9	12	10	12	11	11	7	6
TE	0	146	319	299	200	123	8	3	0	0	0
TOTAL	12628	12029	12828	13225	13602	13956	14034	14576	14750	14805	14815
TOTAL ALL APWU CRAFTS											
	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001 AP01	2001 AP06
TOTAL ALL APWU CRAFTS	324939	309745	327233	343449	358310	364699	369179	380563	365955	352472	344998

Maintenance Membership/Non Members

1/02 Maintenance Craft

Members/Non Members

LEVEL	JOB TITLE	Members	Non Members	Total	Percentage
1		19	4	23	82
2		919	302	1221	75
3		12099	3958	16057	75
4		1632	622	2254	72
5		4006	1346	5352	74
6		1135	442	1577	71
7		6041	2363	8404	71
8		276	136	412	66
9		5397	2103	7500	71
10		78	35	113	69
	Total	31602	11311	42913	73

OVERTIME ISSUE

Tools & documents needed to address overtime grievances.

- A. The National Agreement
- B. Your Local Memorandum of Understanding
- C. Collective Bargaining Reports 89-04 & 92-04
- D. Copy of the Overtime Desired List
- E. Copy of the Work Schedule
- F. Names of employees who worked
- G. Names of employees who were bypassed
- H. Statement of proof the employee was available
 - A. employee
 - B. supervisor
- I. Statement and proof the employee was qualified²
 - A. employee
 - B. supervisor
- J. Ask supervisor what was his determination for overtime
- K. Ask supervisor method or means for assigning overtime
 - A. who was scheduled
 - B. was the Overtime Desired List used
 - C. which Overtime Desired List was used
- L. If supervisor states the overtime was scheduled to meet a specific need, request proof of the need

If in doubt, file a grievance to ensure time limits maintained.

²*If there is a dispute, copy of the bid and training records will be needed*

Overtime BASIC PRINCIPLES

1. Overtime paid after eight (8) hours in a day or forty (40) hours in a week.
2. Normal rate is one and half times.
3. Penalty rate or double time on fifth scheduled day of overtime and over eight hours on non-scheduled day or over six days in a service week. Note a service week is from Saturday to Friday.
4. Overtime Desired Lists are normally per Local Memorandum.
5. Signing for Overtime Desired Lists are four times a year, two weeks prior to the start of each calendar quarter
 - a) employees can move from one list to another if they receive another bid
 - b) employees can remove their names from a list with some restrictions
 - c) caution should be used to modify provisions for sign-up period, movement, or removal from OTDL
6. Normal remedy is payment if OTDL person was bypassed by non-OTDL person..
7. Normal remedy is make-up overtime if OTDL person was bypassed by OTDL employees.
8. OTDL is not the normal means of scheduling Holiday Work. This is a separate provision of the Local Memorandum and National Agreement. If overtime is needed on the holiday among the employees schedule then the OTDL provisions and procedures are to be followed.
9. Exceeding the contract limits remedy is based on a case by case basis.
10. Simultaneous Overtime is one for the hottest issues we are faced with. In order to address these issues, locals must determine and prove the practice in existence prior to December of 1984, as well as address below listed provisions.
 - a) address time critical issue
 - b) address operational windows
 - c) was scheduling done to avoid penalty overtime
 - d) What was practice prior to December 1984?
11. Casual and Part-Time Flexible scheduling or not, does not affect OTDL issues. They do not cause OTDL violations.
12. OTDL issues involve full-time regulars only and TE's.
13. OTDL issues involve overtime only, nor regular work hours or out of schedule.
14. *OTDL for the Maintenance Employees is by occupational group and level*

Past Practice Information

Q. What is "past practice"?

- A. The most clear definition of past practice was stated by Arbitrator Clair V. Duff in this way:
Past practice may be described as a pattern of conduct which has existed over an extended period of time and which has been known to the parties and has not been objected to." [(American St. Govain Corp., 46 LA 920, 921).]

Q. When does a past practice become binding on the parties?

- A. Arbitrator Richard Mittenthal concluded that in order for a past practice to rise to the level of a binding past practice, one ordinarily would expect it to be clear, consistently followed, followed over a long period of time and to have been mutually accepted by the parties.

Q. What do we mean by a "clear" past practice?

- A. With respect to clarity, arbitrators have found that the party claiming the past practice should show that given a set of similar circumstances, the past practice was followed in nearly every situation where there were not extenuating circumstances. That is, where the circumstances did not change, the practice was followed on a consistent basis.

Q. What do we mean by "consistently followed"?

- A. To determine if a past practice has been consistently followed, it is not required that in every case the results be the same. The criteria required, given the same set of circumstances, is that the parties could reasonably expect a similar outcome.

Q. What length of time establishes a past practice as a binding one?

- A. Some arbitrators have found that one week is sufficient to establish a past practice and some have required a period of years.

If a certain practice occurs every hour for a period of one week, some arbitrators have found that a past practice would be binding, while a practice which occurs once a year would require a period of years to find that a past practice was established.

The key element arising out of these arbitration decisions is how many times a certain incident has occurred when the underlying circumstances were the same or similar.

Q. How do we determine if a past practice has been "mutually accepted by the parties"?

- A. This particular criteria is the most difficult to determine. To prove that a practice was mutually accepted, a showing must be made that both parties were cognizant of the practice and accepted it.

As Arbitrator Harry Shulman said:

"The union's witnesses remember only the occasion on which the work was done in a manner they urge. Supervision remembers the occasions on which the work was done otherwise. Each remembers details the other does not; each is surprised at the other's perversity; and both forget or omit important circumstances. Rarely is alleged past practice clear, detailed and undisputed; commonly, inquiry into past practice of the type that is not the result of joint determination of agreement produced immersion in a bog of contradictions, fragments, doubts, and one-sided views." (Ford Motor Company 19 LA 237, 242.)

The determination of whether parties had knowledge of the practice lies with the arbitrator. It should be noted, however, that in many cases arbitrators have upheld the validity of past practice, finding that mutuality was determined implicitly by the action or inaction of either party. That is, where it can be shown that a particular practice was widespread, clearly utilized and done over a reasonable length of time, an arbitrator will hold both parties to such a practice, even if they claim at the arbitration hearing they had no knowledge that such a practice was occurring. In those cases, mutuality is implied by the meeting of the other criteria of past practice.

Q. When have arbitrators used past practice to resolve a dispute?

- A. Past practice has been used to resolve disputes involving ambiguous language; to implement general contract language; to amend and clarify clear contract language; and to implement enforceable conditions of employment.

Q. How is past practice used to clarify ambiguous language?

- A. In those cases where arbitrators are called upon to interpret provisions of contracts, the first step that an arbitrator must take is to determine whether or not there is ambiguity within the language to be interpreted.

If the arbitrator finds that such language is unambiguous and clear, then the arbitrator will go no further and will apply that language as written by the parties.

It is noted that a minority of arbitrators will sometimes allow past practices to even supplant the clear and unambiguous contract language.

A commonly held definition of ambiguity was used by Arbitrator Thomas Levak in Rogue Valley Memorial Hospital, Inc., 77 LA 1220, 1223, when he said:

"The arbitrator follows the principle that a provision of an agreement is unclear and ambiguous where plausible contentions may be made by both parties for varying interpretations. Of course, the fact that contentions are made is not enough; the contentions must be truly logical and plausible."

In those circumstances where the arbitrator finds that ambiguity exists within the collective bargaining agreement language, then the arbitrator may apply the past practice to define the mutual intent of the parties.

Additionally, once an arbitrator finds that the past practice has defined the mutual intent of the parties relative to ambiguous language, such a past practice may not be changed unilaterally without collective bargaining with the affected party.

Q. How is past practice used to implement general contract language?

- A. Certain terms of a contract may be intentionally left nonspecific in the hope of being able to encompass all conditions that will arise. This is seen most clearly in contractual provisions which allow the employer the right to discipline an employee for just cause. It would be impossible for the parties to sit down and determine all possible reasons or causes for discipline in a contract. Through the use of general language, they form the method for handling any situation that may arise.

Q. How is past practice used to amend and clarify clear language in the Agreement?

- A. Some arbitrators take the view that even though a specific contract provision is clear and unambiguous, the parties, by their history, may amend and even change the intent of that language. The clear majority, however, believe that evidence of past practice is inadmissible where the contract contains no ambiguity. (AMF Western Tool, Inc. 49 LA 719, 720.)

Q. How is past practice used to implement enforceable conditions of employment when the contract is silent regarding these conditions?

- A. This is most commonly seen in the circumstances when the employer, over a period of time, supplies a benefit such as a company picnic, gifts or perhaps even stock in a particular company. In those circumstances, some arbitrators have found that such a past practice which has been developed and includes the criteria as set forth earlier in this document, becomes a part of the employee's basic wage and compensation package.

Q. When may a past practice be changed?

- A. When a past practice exists and has not been used by an arbitrator to define ambiguous language, then such a practice may be changed if the nature of the circumstances under which it arose have been altered.

As Arbitrator Richard Mittenthal has stated in Houston Electronics Corporation, 70 LA 887:

"One must consider the underlying circumstances that give a practice its true dimensions. A practice is not broader than the circumstances out of which it has arisen."

Q. What are some changes to the "underlying circumstances" that could permit a change in past practice?

- A. There are basically four ways that underlying conditions can be changed, thereby causing the past practice to fall by the wayside.

The first is by showing that the practice has become inefficient or uneconomical. Such a statement must be accompanied by evidence sufficient to support the position by the party indicating that the past practice should be stopped.

A second factor that may invalidate the past practice occurs when there would be an underlying change in the way the company does its business.

The third way that a past practice may be altered is in those situations where the bargaining unit changes. If either the company changes owners or the union that represents the employee changes, then the past practice falls by the wayside. Arbitrators are sharply divided in these situations and may retain the practice if one of the parties remain. (When we speak about the bargaining unit changing, or the company changing owners or unions, we do not mean a change in postmaster general, postmaster, local president, etc.)

The fourth way that a past practice may be changed is if the party that would like to discontinue the practice makes its desire known during the course of negotiating a new contract. If either party fails to do this during negotiations, the practice may not be unilaterally revoked during the life of the contract.

Q. Can all of this past practice discussion be summed up?

A. Arbitrators generally consider past practice where it exists in the interpretation of "rights" issues.

For a past practice to exist, it must be clear, consistently followed, followed over a reasonable length of time and shown by the record to have been accepted by the parties.

Arbitrators consider past practice to clarify ambiguous language and will uphold past practice unless the existing language which contains the ambiguous language is changed during collective bargaining. If the ambiguous language is not changed, the past practice will continue to define mutual intent.

It is crucial to note that where a past practice has developed between the parties, and is not used to define ambiguous language, the practice can be changed or nullified in circumstances where: (1) the practice is no longer economical or efficient; (2) the company changes owners or the bargaining unit changes; (3) the company changes operations or the nature of the business changes; or (4) one party informs the other during the negotiation of a new contract that it is not bringing forth into the new contract the specific past practice that had developed.

Absent these factors, past practice is given great weight in grievance arbitration and should be duly noted by the parties when they prepare for arbitration.

Pending Qualification for Promotions in Maintenance

The history is the APWU/Maintenance Division negotiated a change to Article 38 Section 5 C 3 during 1994-1998 contract negotiations. This changed the status of employees who were promoted and not fully qualified. Employees would no longer have promotion dates or form 50's back dated nor would they be issued a letter of demand due to step increases being higher than the promotion rate. Thus, maintenance promotions required the employer to make adjustments to step waiting periods.

Once this change occurred ELM Section 422.441 came into effect. If an employee met the qualifications or was determined to be qualified after a year, the time spent in a pending qualification status would be credited toward the employees next step in the new level. This meant employees would not lose time toward their next step while detailed.

In addition the change to Article 38 Section 5 C 3 also eliminated two other problems. Employees would be treated as if promoted to the pending qualification position. This allowed employees to select a desirable Preferred Assignments Register (PAR) selections as well as be considered for other Promotion Eligibility Register (PER) positions they were eligible for.

If the employees are denied PAR or PER selections they should file a grievance based on Article 38 Section 5 C 3.

If the employee does not received credit for the pending qualification time toward their next step once promoted the employee should file a grievance based on Article 19 (ELM 422.441) and Article 38 Section 5 C 3.

Documents required if a grievance if needed are:

- 1. The Notice of Intent**
- 2. Notice of Successful Applicant**
- 3. Form 50's - the one for the promotion and the last one in the previous level**

Below are the two controlling provisions Article 38 Section 5 C 3 and ELM 422.441

The contract states: Article 38 Section 5 - C. Successful Applicant(s)

1. Within 8 days after the closing of the original notice of intent to fill a vacancy, the installation head shall post a notice stating the successful applicant and the applicant's seniority date.

2. The successful applicant shall be placed in the new assignment within 14 days after the announcement of the successful applicant. Normally, the successful applicant shall work the duty assignment as posted.

3. An exception to 1 and 2 above shall be when the notice of intent has stated that promotion is contingent upon satisfactory completion of training. In these cases, within 14 days the applicant shall be reassigned as an unassigned regular in his/her current occupational group and level. The employee shall be placed in a detail assignment on the tour and non-scheduled days in the occupational group and level of the duty assignment for which the training is intended. For the duration of the detail assignment, the employee will be treated as if promoted to that position. Upon satisfactory completion of the required training or one (1) year from the date detailed, whichever occurs first, the employee shall be declared the successful applicant and promoted with a preferred assignment seniority date determined according to Section 2.F.2. of this Article.

4. In the event the employee fails to complete satisfactorily the required training discussed in paragraph 3, the employee shall remain as an unassigned regular in his/her current occupational group and level.

The ELM Issue 16 states -

422.44 Adjustments and Increases

422.441 Step Increase Credit

An employee temporarily assigned to a higher grade bargaining unit position is entitled to credit toward the next step increase for service in the higher grade with higher grade pay that is continuous to the date of any subsequent promotion.

422.442 Effect on Promotion

If subsequently promoted, the employee's salary is reviewed to ensure application of the appropriate promotion rule and credit for continuous service at the higher grade if the higher level service is continuous to the time of promotion to the higher grade. (See 422.23 for promotion rules.)

422.232 Supplemental Rules

The supplemental rules are as follows:

- a. Repromotion. An employee repromoted to a previously held grade is assigned the step the employee would have attained with credit toward the next step date as if the employee had remained continuously in that previously held higher grade.
- b. Maximum Step. An employee is placed in maximum step for new grade if there is no other step below the maximum that provides the increases specified in 422.231 above.
- c. Above Maximum Step. An employee's existing basic salary is retained if it exceeds the maximum step of the new grade.
- d. Protected Rate. In applying the rules in 422.231 to an employee whose salary is protected under the provisions of 421.51, the employee's former basic salary is the salary the employee would be receiving except for rate protection.
- e. Saved Rate. An employee with a saved rate, based on a grade above the new grade in accordance with 421.52, receives the increase in 422.231; and the new salary is a saved rate if it is above the maximum rate of the new grade.
- f. Saved Grade. An employee with a saved grade, established in accordance with 421.53, does not receive a

promotional increase —unless the promotion is to a position with a grade higher than the saved grade.

g. Rule Choice. The installation head may determine an employee's salary under rules for appointment in 422.21, instead of under rules for promotion increase when the salary would be more favorable to the employee.

h. Exclusions. Salary received under limited appointments, temporary promotions, or as compensation for service while temporarily assigned to a higher level position cannot be used as the highest previous salary when determining the employee's new salary.

REC Site Closing

Common Maintenance Issues

1. The local must determine if the REC Site is an Independent Site or a Dependent REC Site.
2. The local must know the official date of the closing announcement. This is the date the USPS has placed Installations into a withholding situation.
3. Withholding means the residual positions are filled from employees being excessed.
4. Maintenance Service, Maintenance Installation, and Preferred Maintenance Seniority are a factor.
5. If the REC is a dependent site the seniority list should have been established and noted the Maintenance Service, Maintenance Installation, and Preferred Maintenance Seniority dates.
6. Maintenance Service Seniority is the total time an employee has spent in Maintenance and carries with an employee from installation to installation.
7. Maintenance Installation Seniority is the date an employee became employed in a particular Installation and starts over when you change installations voluntarily. If excessed Maintenance Installation Seniority is carried with you to the new installation.
8. Preferred Maintenance Seniority is divided into two categories -Group A and Group B.
9. Group A - This is for employees who entered an occupational group and level in an Installation prior to June 25, 1992. These people are called Group A and their Maintenance Installation and Preferred Maintenance Seniority may be the same or different. Employees standing always remain the same in Group A. This status only applies if you were actually in the installation and occupational group prior to June 25, 1992.
10. Group B - This is for employees who entered an occupational group and level after June 25, 1992. These employees Maintenance Installation and Preferred Maintenance Seniority are the same. Group A standing are subject to change every time an employee enters an occupational group and level.
11. Preferred Maintenance Seniority is used for bidding or preferred assignment selection. Group A employees in all cases are senior to employees in Group B for bidding purposes.
12. For Overtime, Holiday Scheduling, and vacation selection is determined **locally** and you may use Maintenance Service, Maintenance Installation, and Preferred Maintenance Seniority, total Postal time or total postal time in an office.
13. Once an employee is excess due to closing of the REC Site the employee is assigned a residual position.

14. Once you are reassigned if you came from an Independent REC Site you can apply for all Promotional Eligibility Register positions in the office.
15. Once you are reassigned if you came from an Independent REC Site you can apply for all preferred assignments in the office. You will be given the opportunity to complete a Preferred Assignment Selection Form.
16. If your REC is a dependent site LMOU provisions address sections will apply.
17. If the USPS is able to release you early positions will be offered based on seniority.
18. Excessing per Article 12 is to the same or lower level positions for which you are qualified. For most Maintenance positions you must have met the testing qualification. Depending on the position sought you may be required to pass the 910 examination, 710 & 714 examinations, 931, 932, or 933 examinations. The only waiver of an examination is for the custodial positions if you have more than a year in the Postal Service. The 710, 714, 931, 932, or 933 exams are all elements used to get on a PER.
19. If excessed to a lower level employees will receive save grade.
20. Relocation will be paid for if your new office is requires you to drive more than 50 miles further than you are currently driving.
21. Reassignment outside the with holding area is treated the same way a voluntary transfer is treated. Employees will begin a new period of Maintenance Installation, and Preferred Maintenance Seniority. Maintenance Service will continue.

Reference Material:

1998-2000 National Agreement - Article 4, 12, 37 for Clerks, and 38 for Maintenance.
EL 304 Maintenance Selection System Manual
F-12 Relocation Manual
Rec Site Closing Memorandum for Clerks
Rec Site Closing Memorandum for Maintenance

Sources of Information

Your Local Union Representatives
Regional NBA's
Regional Coordinators
Clerk Division Washington, DC
Maintenance Division Washington DC

Article 4.3

Section 3. New Jobs

Any new job or jobs created by technological or mechanization changes shall be offered to present employees capable of being trained to perform the new or changed job and the Employer will provide such training. During training, the employee will maintain his/her rate. It is understood that the training herein referred to is on the job and not to exceed sixty (60) days. Certain specialized technical jobs may require additional and off-site training. An employee whose job is eliminated, if any, and who cannot be placed in a job of equal grade shall receive saved grade until such time as that employee fails to bid or apply for a position in the employee's former wage level. The obligation here in above set forth shall not be construed to, in any way, a bridge the right of the Employer to make such changes.

Article 12.5.C.1

C. Special Provisions on Reassignments

In addition to the general principles and requirements above specified, the following specific provisions are applicable:

1. Discontinuance of an Independent Installation

a. When an independent installation is discontinued, all full-time and part-time flexible employees shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:

b. Involuntary reassignment of full-time employees with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the Union, it is determined that it is necessary. The Postal Service will designate such installations for the reassignment of excess full-time employees. When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.

c. Involuntary reassignment of full-time employees for whom consultation did not provide for placement under C.1.b above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments under (1) and (2) below, whichever is lesser:

(1) One day junior to the seniority of the junior full-time employee in the same level and craft or occupation in the installation to which assigned, or

(2) The seniority the employee had in the craft from which reassigned.

d. Involuntary reassignment of part-time flexible employees with seniority in any vacancy in the part-time flexible quota in the same craft or occupational group at any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of the part-time flexible employees.

e. Involuntary reassignment of part-time flexible employees for whom consultation did not provide for placement under C.1.d above in other crafts or occupational groups in which they meet minimum qualification at the same or lower level at the foot of the existing part-time flexible roster at the receiving installation and begin a new period of seniority.

f. Full-time employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexible employees in the same craft and placed as such, but shall for six months retain placement rights to full-time vacancies developing within that time within any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the Union it is necessary, U.S. Postal Service will designate such installations for the reassignment of excess full-time employees on the same basis as if they had remained full-time.

g. Employees, full-time or part-time flexible, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.

Article 12.5.C..4

4. Reassignment Within an Installation of Employees Excess to the Needs of a Section

a. The identification of assignments comprising for this purpose a section shall be determined locally by local negotiations. If no sections are established immediately by local negotiations, the entire installation shall comprise the section.

b. Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft or occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available.

c. Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in the salary level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same salary level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. Failure to exercise the option does not terminate the retreat rights in the salary level in which the employee was reassigned away from the section. In the Clerk Craft, an employee may exercise the option to retreat to a vacancy in a lower salary level only to an assignment for which the employee would have been otherwise eligible to bid.

d. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid of the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.

Article 38. 2. E.F.G.

E. Service Seniority.

Service Seniority is based on total part-time or full-time service in the Maintenance Craft, regardless of occupational group and level. It begins with an appointment to the regular part-time or full-time work force in the Maintenance Craft. An exception is a part-time regular employee who is converted to a full-time regular position begins a new period of service seniority. Employees who were on the rolls before May 1, 1958, who had temporary or indefinite appointments, which continued to career appointments, retain seniority credit for combined temporary, indefinite and career employment which was continuous in the same position designation and installation.

F. Installation Seniority.

This seniority is computed from entry into the maintenance craft in the installation. It continues to accrue so long as service in the maintenance craft and installation is uninterrupted.

G. Seniority for Preferred Assignments.

This seniority determines relative standing among regular work force employees eligible to bid for preferred assignments.

1. Employees who enter into a regular work force position in a particular occupational group and level prior to June 25, 1992, shall have seniority for preferred assignments computed from entry into regular work force position in a particular occupational group and level. It continues to accrue so long as service in the same occupational group and level, and installation is uninterrupted. See section 5.A.3. of this Article for order of placement on preferred assignment registers.

2. Employees who enter into a regular work force position in a particular occupational group and level on or after June 25, 1992, shall use installation seniority for preferred assignments. See section 5.A.3. of this Article for order of placement on preferred assignments registers.

Article 38. 4.J.K.

J. Seniority for Breaking Ties

When it is necessary to determine the seniority ranking for two or more employees who are reassigned or promoted to vacancies in the same occupational group and level in the Maintenance Craft on the same day, the following shall be used to break any tie that might exist:

1. Maintenance Craft Installation Seniority
2. Maintenance Craft Service Seniority

3. Total Maintenance Craft Service
4. Total Postal Career Service
5. Total Postal Service
6. Total Federal Career Civilian Service
7. Numerical by the last 3 or more numbers (using enough numbers to break the tie, but not fewer than 3 numbers) of the employee's social security number, from the lowest to highest.

K. Excess Employees

Installation Seniority governs in identifying excess employees within an occupational group and level.

Article 38.5.A.9

9. Employees shall be notified in writing, within 15 calendar days of entering the Maintenance Craft in an installation, that they have 30 days in which to apply for and be placed on the appropriate preferred assignment register.

Article 38.5.B.6.

Employees shall be notified in writing within 15 calendar days of entering the Maintenance Craft in an installation, that they have 30 days in which they may request to be placed on the appropriate promotion eligibility registers. The employees who apply will receive the results of their application(s) no later than one hundred fifty (150) days from the submission date of the application, provided the applications have been properly completed by the applicants.

EL 304 - MSS Manual

QUALIFYING FOR TRANSFERS

An incraft employee may be afforded a special opportunity to qualify for transfer to a different installation in a position covered by the Maintenance Selection System. The transfer position may be either a promotion or change to a lower level. Both of the following criteria must be met: The employee has a letter from the office he or she has requested a transfer to confirming their selection for the position pending qualification. The employee has never completed the MSS process for the group containing the position in question. Note: Employees with a prior rating of ineligible for the position in question are not permitted this special opportunity. Once the above criteria is met the employee must be given a CSA booklet to complete if they have not had a non-update review panel in the last 365 days. They must return the booklet within 21 calendar days. Once they return the CSA booklet they must complete an EMA form that is sent to NTAC. Tentatively schedule the examination and review panel. Review the applicants record after NTAC processes the EMA form to verify that the examination, review panel evaluation, and supervisor evaluation are needed. Cancel the examination and/or review panel evaluation if one is already on file. Notify the supervisor of the need to provide an evaluation if the record review shows one is needed. Submit the components as they are completed. If an applicant receives ratings for a group as a result of this process and does not transfer to a new office the ratings may be used to place the applicant on registers or ineligible applicant lists only during the next Open Season or if a new position is authorized in the office.

QUALIFYING FOR A CHANGE TO A LOWER LEVEL

A qualified incraft employee may request a change to a lower level incraft position in the installation and will be considered as specified in the Registers section of this handbook. An incraft employee who has not qualified under MSS for a position may not be afforded any special opportunity to qualify. The Open Season, New-To-Craft, and New Position processes described in this handbook provide the only opportunities for a incraft applicant to qualify for a lower level incraft position within the installation.

Post the Names of MSS Coordinators

You must permanently post the names, locations, and telephone numbers of both the Human Resources and Maintenance MSS Coordinators in the same location where registers are posted. If your installation does not have Human Resources and/or Maintenance MSS Coordinators, you must post the names, locations, and telephone numbers of the installation coordinator(s).

REC Site Closings

Office	DCO's	TE's	ET's	Total	Closing Date
Phase 1					
Hayward	36	79	5	120	9/4/99
Knoxville	33	60	5	98	11/13/99
Gary	112	85	6	203	5/27/00
Nashua	36	122	5	163	4/1/00
Jacksonville	64	86	5	155	1/22/00
York	51	164	6	221	6/10/00
Madisonville	39	101	4	144	6/24/00
Newport News	63	140	6	209	7/22/00
W.Nassau	76	262	5	343	2/12/00
Phase 2					
Davenport	99	292	6	397	3/25/00
Des Moines	91	191	5	287	4/8/00
Laredo	43	83	5	131	6/17/00
Lumberton	83	106	5	194	7/15/00
Tulsa	41	156	6	203	8/19/00
Lehigh Valley	138	103	5	246	9/2/00
Phase 2B					
Louisville	57	120	5	182	8/5/00
McAllen	78	174	4	256	8/5/00
Birmingham	86	314	5	405	8/12/00
Kalamazoo	62	317	5	384	8/19/00
Antioch	111	188	6	305	8/26/00
Lynchburg	103	176	5	284	9/16/00
Chula Vista	72	157	6	235	10/21/00
Portland, OR	75	120	5	200	2/24/01
Abilene	37	180	6	223	3/17/01
Riverside	57	129	6	192	4/28/01
Baton Rouge	50	151	5	206	5/19/01
Charleston, SC	43	68	6	117	6/19/01
Falling Waters	36	120	4	160	6/30/01
Phase 3					
Greensboro, NC					8/24/01
Twin Falls, ID					8/17/01
Phase 4					
Dayton, Ohio	26	378	6	410	2/23/02
Kearney, NJ	110	272	6	388	2/23/02
Syracuse, NY	61	340	7	408	6/29/02
Sherwood, AR	87	352	4	443	7/29/02
Salem, VA	55	313	5	373	5/4/-2

RESOLUTIONS
1999 APWU MAINTENANCE CONFERENCE
SAN DIEGO, CA
March 3-7, 1999

RESOLUTION #1A

WHEREAS Terry Irvin served the Maintenance Craft and the membership of APWU for over 25 years as local president and state and local craft director

WHEREAS Terry's dedication to the Maintenance Craft and his unique approach to life will be sorely missed by the delegates to this conference

WHEREAS Terry Irvin was the author and the force behind the adoption of the Maintenance Conference rules

BE IT RESOLVED *that in memory of Terry, the Rules will henceforth be known as the Maintenance Conference Terry Irvin Rules of Order.*

RESOLUTION #3

WHEREAS Article 38, Section 6.A be negotiated to read as follows:

BE IT RESOLVED *that all Maintenance Craft job training opportunities must be offered first to the senior qualified volunteer within the occupational group, level and tour where the need for the skills exists. (Delete second paragraph)*

RESOLUTION #7

BE IT RESOLVED *that the words "Office Equipment" be added to the level 9 job description's functional purpose.*

RESOLUTION #8

WHEREAS Article 38.6.A.3 does not delineate the manner in which involuntary selections for training are made and

WHEREAS the principles of seniority application are a fundamental premise of unionism

BE IT RESOLVED *that Article 38.6.A.3 have the following sentence added after the word "training", selections shall be in order of inverse seniority.*

RESOLUTION #10

WHEREAS the body of the Maintenance Craft has historically and repeatedly voted to defeat the concept of universal seniority and

WHEREAS the Maintenance Craft holds that this union (APWU) should recognize the skills and talents required for entrance into each APWU represented craft

BE IT RESOLVED *that the Maintenance Craft be recognized as being categorically opposed to the concept of universal seniority and its application to the principles of craft seniority.*

RESOLUTION #11

WHEREAS the proper monitoring and review of Maintenance staffing levels can be an involved process and

WHEREAS the Maintenance Craft has grown directly as a result of staffing advocates' reviews of existing staffing packages and

WHEREAS the 1998 Detroit National Conventions body is on record that advocacy was not to suffer as a result of budget constraints

BE IT RESOLVED *that the Maintenance Conference insist on an expansion of the Maintenance Staffing Advocacy Program and timely deployment of existing advocates.*

RESOLUTION #12

BE IT RESOLVED *that Maintenance Operations Support Clerks receive work clothes because they are required to handle parts on receipt, storage, and issue.*

RESOLUTION #14

WHEREAS seniority for PER's and PAR's appear to create division amongst the APWU Maintenance Craft members as currently stated

BE IT RESOLVED *that total maintenance craft seniority within the installation be the determining factor for PER's.*

RESOLUTION #15

WHEREAS that since all BEM Level 7's are now required to be certified in order to handle refrigerants which adds more responsibility to their position

BE IT RESOLVED *that the BEM Level 7's should be upgraded to BEM Level 8's.*

RESOLUTION #16

WHEREAS an incentive to conserve an employee's sick leave some form of compensation should be formulated to reward an employee when he retires

WHEREAS CSRS workers get to add their sick leave to their total time at retirement, but FERS workers have absolutely no incentive since they lose their sick leave completely at retirement

BE IT RESOLVED *that the Postal Service pay for sick leave balances at retirement since it would improve (lower) sick leave use.*

RESOLUTION #17

WHEREAS Article 38.4.A.3 currently states, "If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and reasons therefore."

BE IT RESOLVED *that Article 38.4.A.3 be changed to read, "When a vacant duty assignment is under consideration for reversion, the local president will be given an opportunity for input prior to a decision. After local management has provided all documentation justifying the duty assignment that is to be reverted, the decision to revert or not revert the vacant duty assignment shall be made no later than 30 days after it becomes vacant. If the vacant assignment is reverted, a notice shall be posted advising of action taken and reasons therefore.*

RESOLUTION #18

WHEREAS the Western Region is more than twice the size physically than any other region and
WHEREAS numerous locations within the Western Region are not readily accessible by air travel and
WHEREAS travel to many remote areas within the Western Region can take as much as two full days and

WHEREAS travel time is non-productive with regard to the grievance arbitration procedure and
WHEREAS the Western Region Maintenance Division NBA is away from his family significantly more than 40 hours per week

BE IT RESOLVED *that an additional Maintenance Division NBA position for the Western Region be created and appropriately filled.*

RESOLUTION #19

WHEREAS Maintenance craft employees frequently have received minimal advance notification of being selected for off-site training

WHEREAS the family unit in America is recognized as an integral part of the American lifestyle

BE IT RESOLVED *that Article 38.6.A.4 be changed so maintenance craft employees involuntarily selected be notified a minimum of 90 days in advance of the start date of the training.*

RESOLUTION #23

WHEREAS the American Postal Workers Union has vowed to reduce subcontracting of Postal jobs

WHEREAS subcontracting of custodial service does not provide adequate levels of cleanliness

WHEREAS management continues to reduce standards and frequencies which provide safe and healthful working environments

BE IT RESOLVED *to reduce the figures of 18,000 and 500,000 in the memorandum on Subcontracting of Cleaning Services*

RESOLUTION #24

WHEREAS each craft within the APWU has their own distinct and separate skills and responsibilities

WHEREAS each craft is best qualified to understand the needs of its members

WHEREAS there exists a disparity in APWU craft wages as compared to the private sector

BE IT RESOLVED *that each craft within the APWU be given exclusive and final authority to negotiate all matters related to Article 9 of the National Agreement.*

RESOLUTION #25

BE IT RESOLVED *that 38.5.B be changed to read, "all promotions in the Maintenance Craft be filled on the basis of installation seniority."*

RESOLUTION #28

BE IT RESOLVED *that 32.1.B be changed to read, "the employer will give advance notice to the Union at the National and the local level when subcontracting which will have an impact"*

RESOLUTION #29

BE IT RESOLVED that the Maintenance Craft Conference held in the off convention year will conduct a two day general session.

RESOLUTION #33

BE IT RESOLVED that the National APWU will negotiate to change Article 38, Section 4.A.2 & 3 to allow only 28 days to either post and fill or revert a position.

RESOLUTION #35

BE IT RESOLVED that the National APWU will seek to negotiate to reduce the one (1) year time allowance management has for contingency training under Article 38, Section 5.C.3.

RESOLUTION #38

BE IT RESOLVED that the National APWU will seek to negotiate requirements that all Maintenance Craft union time be included in maintenance staffing criteria.

RESOLUTION #40

BE IT RESOLVED that the National APWU will seek to negotiate change to the Maintenance Selection System review panels to require an APWU representative to observe the review panels.

RESOLUTION #41

BE IT RESOLVED that the National APWU will negotiate to specifically ensure that all trade group positions including, but not limited to carpenter, machinist, maintenance electrician, mason, painter, plumber, welder, etc., also area maintenance positions will be retained.

RESOLUTION #43

BE IT RESOLVED that lastly (finally right), for all training classes taken and satisfactorily completed, the student a.k.a. maintenance employee, will receive a Yearly bonus of \$500.00 for the inconvenience and incentive to do satisfactorily while attending the training courses.

BE IT FURTHER RESOLVED that if required to travel on the employee's Scheduled Day Off, the employee will receive the overtime rate of pay for the amount of time traveled or whatever formula for time that might be applicable.

RESOLUTION #44

BE IT RESOLVED that Per Diem: Full Per Diem will be paid to all students, \$4.00 breakfast, \$6.00 lunch and \$13.00 dinner, in advance of travel for the total number of days required to be at the training center, including the travel day(s).

BE IT FURTHER RESOLVED that NCED will continue to service on site food at the usual reduced rate for students and will not charge more than the maximum allowed per diem for that meal for all you can eat meals, i.e., all you can eat breakfast \$4.00.

RESOLUTION #45

BE IT RESOLVED that travel by air shall be paid by the Actual number of hours traveled from your home residence until you arrival at the NCED.

BE IT FURTHER RESOLVED that if traveling using your Privately Owned Vehicle (POV), for classes of more than one (1) week in duration, then all mileage to and from the training center will be paid at the standard rate of mileage. You will also receive the average total number of hours that you would have received had you chosen to fly from your home facility.

RESOLUTION #46

WHEREAS in reference to Article 38.4.A, management has been reverting choice assignments/bids (weekends) without justification

BE IT RESOLVED that before reverting any assignments or bids, management must show the Union at the local level by continuance of the assignment would prove an undue burden to operations.

RESOLUTION #47

BE IT RESOLVED that on the first Tuesday of the Month of September, which is the day after Labor Day, that all Postal Workers be encouraged to contact their elected officials by telephone; these officials being their two State Senators, their Congress person, and the Democratic and Republican Committees in Washington, DC, and tell them "I work for the U.S. Postal Service and I vote. You want your job and I want mine." This is to be accomplished by publishing their names and telephone numbers in our National Newspaper and Bulletins and Local Union Newspapers.

RESOLUTION #48

BE IT RESOLVED that APWU places a union representative on site at the NCED.

RESOLUTION #49

WHEREAS there is no set rotation for ET-10's domiciled in independent installations

BE IT RESOLVED *that the National Maintenance officers negotiate an OTDL for ET-10s domiciled in independent installations with no set rotation and PAR bidding, level 10 on a nationwide basis.*

RESOLUTION #50

BE IT RESOLVED *that the Rank and File be informed; through their Local Presidents or Craft Directors, on the initial proposals by the U.S. Postal Service.*

RESOLUTION# 51

BE IT RESOLVED *that Article 38, Section 5.A.10 replace the words "consideration for filling" with the words "management shall fill" and the words "will be given to" with the word "with".*

RESOLUTION #52

WHEREAS management has penalized craft employees for the use of sick leave and annual leave, (emergency), by making it unscheduled and subsequently using these dates in discipline from LOW to removal

WHEREAS the Family Medical Leave Act is not enough to deter management

BE IT RESOLVED *that the APWU will negotiate that no substantiated sick leave or emergency annual leave shall be cited in or used against any craft employee in any discipline from letter of warning up to and including removal.*

RESOLUTION #54

BE IT RESOLVED *that when Postal employees accept a voluntary demotion in order to enter the Maintenance Craft, the second method for computing their new step at the lower level will be used instead of the first method in ELM paragraph 422.252b that calculates the step as if the employee had always been at the lower level.*

RESOLUTION #55

WHEREAS Blue Ribbon Committee and the national officers need to address the issues of arbitration hearings

WHEREAS we as a union need to staff more NBA's nationwide to bring down the backlog of grievances

BE IT RESOLVED *to staff more NBAs nationwide.*

RESOLUTION #59

WHEREAS during the last National Convention of 1998 which was held in Detroit, Michigan and upon which on the last day in which the Maintenance Craft Report was finally passed only after certain videos and other committee reports which had their merits, but knowing the Maintenance Division of the APWU is one of the three major operations of the Postal Service and cannot operate efficiently

BE IT RESOLVED *the Maintenance report at the next National Convention, in the year 2000 in Anaheim, CA, be forwarded much earlier on the last day, and/or according to the printed program schedule. [some language about all Crafts Resolutions being submitted and reported before non-resolutions business is taken up]*

RESOLUTION #61

BE IT RESOLVED *that the National Officers of the APWU Maintenance Conference will negotiate with the USPS Management to upgrade all trade skill positions (listed) to PS Grade Level 07. This upgrade shall not be combined with any agreement to merge these occupational groups with any other occupational group: Carpenter, Machinist, Maintenance Electrician, Mason, Painter, Plumber, Welder and include Letter Box Mechanic.*

RESOLUTION #66A

BE IT RESOLVED *to mandate that President Biller keeps the staffing advocate program in place and not cut it. It has been a useful tool in saving custodial jobs. It might be in danger of being cut. [resolution adopted even though it was out of order]*

RESOLUTION #67

BE IT RESOLVED *that the National APWU immediately create, establish and fill an additional Maintenance Craft NBA position in the Central Region.*

RESOLUTION #68

BE IT RESOLVED *that the National APWU Blue Ribbon Committee investigate the NBA situation and be required to create a quarterly report on progress of the Committee for publication in the National Tabloid.*

RESOLUTION #69

BE IT RESOLVED *to eliminate new entry step for custodians (AAA if it comes to pass) in Article 9 memo, page 157*

RESOLUTION #71

BE IT RESOLVED to make all MOS Clerk Level 6's instead of any level 5s.

RESOLUTION #73

BE IT RESOLVED to change Article 38, Section 5.B.7 to allow employees the opportunity for inclusion on a promotion eligibility register on a yearly basis at a minimum.

RESOLUTION #74

BE IT RESOLVED to pay salary increase of \$500.00 per completed NCED class offering for levels 7-9 (BEMs thru ETs) to be applied retroactively as a means of providing a salary increase to levels 7-9 and a way to offer incentive for assuring increased responsibility.

The proper wording for resolution #74 as submitted was "To be applied retro-actively as a means of providing a salary increase to levels 7 thru 9 and a way to offer incentive for assuming increased responsibility." Not "a way to offer incentive for assuring increased responsibility". Please note this to your mailing list and as needed to your records., Nevins Bedford Author

RESOLUTION #75

BE IT RESOLVED that the National APWU negotiate to open up PER testing prior to opening up Maintenance Craft positions outside the Craft or to the Street.

RESOLUTION #76

BE IT RESOLVED to pay all OJI higher level pay when performing OJI duties.

RESOLUTION #77

WHEREAS we only get 60% of the COLA

BE IT RESOLVED to move to go for a Full COLA instead of the 60%

Resolutions (Maintenance) 2000

Maintenance Conference and National Convention

1. Opposed to universal seniority

Objective: Reduce internal division among workers when they enter a craft or change installations. The Maintenance Craft does not desire nor see any advantage to disrupt the current method of seniority for entering the craft or entering a new installation.

2. The APWU will seek to negotiate appropriate general increases for all Maintenance Employees, whether by upgrades or by general monetary increases.

Objective: Ensure the USPS remains competitive with the private sector and to properly compensate employees for the work they are performing.

3. The maintenance craft will seek to reduce the number of square feet in the custodial subcontracting memo which allows work to be contracted in.

Objective: Reduce the impact of subcontracting cleaning service in preferred assignments.

4. Equipment specific work

Objective: Reduce the article 7.2 violation and ensure the proper workers are performing the tasks. The union needs to seek assignment of work based on equipment specific assignments. List of equipments will be a joint USPS/APWU List.

5. The maintenance craft seek to negotiate that all customer service and other electronic equipment be installed and maintained by electronics technicians.

Objective: The reduce the erosion of bargaining unit work, ensure work is properly assigned to the correct occupational group and level.

6. The maintenance craft seek to negotiate that all maintenance craft employees be fully compensated for all time spent traveling.

Objective: Employees should be properly compensated for the time spent traveling for training.

7. The Maintenance Craft will seek to negotiate additional compensation for attending off site training.

Objective: Properly compensate employee for addition skills, knowledge, and experience.

8. The maintenance craft seek to negotiate the removal of all maintenance duties from the senior mail processor job description and place these tasks appropriately in the maintenance craft.

Objective: Reduce internal union division by assignment of maintenance work to the maintenance craft.

9. Resolution 316 Lost of seniority as a 204 B

Objective: Reduce the use of 204 B's.

10. That the Maintenance Officers will negotiate an apprenticeship program that will give sufficient training to career employees so that they may become qualified for higher level positions.

Objective: Ensure the USPS has employees available for skilled Maintenance Craft positions and provide upward mobility for current USPS employees represented by the APWU.

11. The maintenance craft seek to negotiate that training will be offered first to the senior volunteer.

Objective: Allows long term employees more selections opportunity.

12. The maintenance craft will seek to negotiate additional time off (administrative leave) upon return from off-site training.

Objective: Compensate employees for time away from family & friends and disruption to the day to day work life.

13. That the Maintenance Officers seek to negotiate a minimum notification period with regard to attendance at Training , and if the minimum notification period is not met the employee will not be required to attend.

Objective: Ensure employees have proper notification when they are required to leave their family, friends, and residence for overnight training.

14. The Maintenance Craft will seek to negotiate to improve the Maintenance Selection System (M.S.S), by eliminating the supervisor's evaluation

Objective: Reduce the impact of the evaluation process and some bias view of an employee's supervisor.

15. The maintenance craft seek to negotiate that if a Promotion Eligibility Register becomes depleted the Register will be reopened for applicants.

Objective: Ensure career employees have access to Maintenance promotions prior to hiring from the street.

16. The maintenance craft will seek to improve the MSS by making the test score the determining factor in deciding if an applicant is qualified.

Objective: Reduce the impact of the evaluation process and some bias view of an employee's supervisor or the review panel.

17. The maintenance seek to negotiate a minimum of 12 hours between return home from training and reporting for duty.

Objective: Ensure all employees have a reasonable and save break between work shifts.

18. That the American Postal Workers Union will seek to negotiate requirements that all Maintenance Craft union time be included in maintenance staffing criteria.

Objective: Ensure Maintenance Staffing document account for all work hours needed to properly staff the Maintenance Craft.

19. The maintenance craft seek to negotiate that if there are not volunteers (inverse) seniority (Juniority) will be the criteria used to select employees.

Objective: Ensure the most opportunity and selections for long term workers in the craft and office.

20. The maintenance craft seek to negotiate that training solicitations include course dates, prerequisites, and if a lock-in is required, and that the Union be provided a copy of the notice and the volunteers.

Objective: Ensure all Maintenance Training is posted to the proper group and selection process as well as be consistent.

21. The maintenance craft seek to negotiate that all vacancies of 30 days or more be posted and filled by the senior bidder.

Objective: Ensure proper staffing is maintained.

22. The maintenance craft seek to negotiate to improve the work clothes program to provide additional quantities and types of clothing as well as improved clothing for women.

Objective: Ensure workers have the work clothes they need.

23. The maintenance craft will seek to have all MSS testing done on an applicant's tour and on the clock.

Objective: Ensure the USPS properly compensate all workers for all work performed for the employer.

24. Language be negotiated that the Postal Service can only repost jobs once per contract.

Objective: Ensure employees know their work schedule and can plan for future events.

25. To change Article 38, section 5.B.7 to give employees the opportunity for inclusion on a Promotion Eligibility Register, at a minimum, on a yearly basis.

Objective: Ensure career employees have access to Maintenance promotions prior to hiring from the street.

26. Assignment to lower level

Objective: Ensure higher level employees seeking a downgrade are not arbitrarily disqualified. This also open a higher level promotion for current employees in many cases.

27. That the National American Postal Workers Union will negotiate to ensure that all trade group positions including, carpenter, machinist, maintenance electrician, mason, painter, plumber, welder, and area maintenance positions will be retained.

Objective: Ensure all occupational groups and levels are maintain and reduces the need to subcontract Maintenance Work.

28. That Article 38.4.A.3 be changed to read, "When a vacant duty assignment is under consideration for reversion, the local president will be given an opportunity for input prior to a decision. After local management has provided all documentation justifying the duty assignment that is to be reverted, the decision to revert or not revert the vacant duty assignment shall be made no later that twenty eight (28) days after it becomes vacant. If the vacant assignment is reverted a notice shall be posted advising of the action taken and the reason therefore.

Objective: Allow the local union officers input when a position is being considered for reversion.

29. That the National Maintenance officers negotiate a nationwide Preferred Assignment Register for ET10s.

Objective: Allow senior Level 10 ET a better opportunity for preferred work hours and days off.

30. In Article 38, Section 5.A.10 the words, "consideration for filling" shall be deleted and shall be replaced by "management shall fill" and words, "will be given to," shall be deleted and shall be replaced by, "with."

Objective: Reduces the subjective and arbitrary actions by some managers.

31. The maintenance craft will seek to shorten the time allotted for establishment of a register.

Objective: Ensure Maintenance Staffing Levels are properly maintained.

32. The maintenance craft seek to negotiate the right to bid on preferred routes by custodial employees as an item for local negotiations.

Objective: Allow more job selection opportunity for senior workers.

33. The maintenance craft seek to negotiate that all scales be calibrated daily by maintenance employees.

Objective: Ensure Maintenance work is performed daily by Maintenance Employees.

34. That Article 38.5.B be changed to read, "all promotions in the Maintenance Craft be filled on the basis of installation seniority.

Objective: Reduces the impact of the Review panel and Supervisor Evaluations and the need to update once an eligibility rating is obtained.

35. That all personnel being transferred into Maintenance Craft come in at their current step.

Objective: Ensure employees do not take pay cut.

36. The maintenance craft seek to negotiate that recycling be performed by custodial employees and the duties be added to form 4852.

Objective: Ensure all custodial type work is on the PS 4852.

37. That there be language negotiated defining what factors are used for “considering” downgrades, transfers and craft reassignments.

Objective: Craft want the consider changed to select.

38. The maintenance craft seek to negotiate a definition of residual vacancy.

Objective: Ensure all parties have the same definition.

39. The maintenance craft seek to negotiate that ,once hired, a part-time regular may not have their hours reduced.

Objective: Ensure workers are properly compensated and do not face job uncertainty.

40. The maintenance craft seek to negotiate to return to the bidding procedure which requires posting each duty assignment and utilization of form 1717.

Objective: Reduce the change to received a job not desired at a particular time.

41. The maintenance craft seek to negotiate the establishment of a list for voluntary downgrades.

Objective: Ensure all parties know who are seeking downgrades.

42. When a level 10 Electronics Technician is detailed to 204b status, his/her duty hours must be assigned to the next employee on the promotion eligibility register.

Rejected by the 2000 Maintenance Conference and National Convention.

43. The maintenance craft seek to negotiate an exchange program for work clothes.

Objective: Ensure all workers have a proper amount of work clothes.

44. The National American Postal Workers Union will seek to negotiate to reduce the one (1) year time allowance management has for contingency training under Article 38, Section 5.C.3. *Rejected by the 2000 Maintenance Conference and National Convention.*

45. That the Maintenance Operations Support Clerks will receive a work clothing allowance.

Objective: Ensure all workers have a proper amount of work clothes.

46. The American Postal Workers Union negotiate a return to the thirty-two (32) hour standard previously outlined in the ASM 535.261

Objective: Reduce the impact of subcontracting cleaning service in preferred assignments.

47. Resolution 170 - That once the employee is received in the new craft, his/her total seniority in the installation shall become his/her craft seniority.

Rejected by the 2000 Maintenance Conference and not acted on by 2000 National Convention.

48. That the present job title of "Maintenance Mechanic, Mail Processing Equipment, PS-07" be changed to "Maintenance Technician, Mail Processing Equipment, PS-07."

Objective: Have job title properly reflected what work is performing.

Resolutions (Maintenance) 2001

Maintenance Conference

2001 Maintenance Conference Resolutions Passed/Adopted

Resolution 1:

Be it resolved that work, i.e., computer assembly and repair, networking and software management, which is presently being performed by EAS Plant support personnel or subcontractors be pursued by the union in order for that work be performed by ET's. Delbert Tullius

Resolution 2:

Whereas, the overwhelming majority of the Puerto Rican people, including the newly elected Governor, oppose the live bombing and the military presence on the Puerto Rican Island of Vieques and

Whereas, the Puerto Rico Area Local of the APWU is on record demanding the stop to the miliary activities in Vieques and

Whereas, the APWU National Constitution as a part of union principles calls for the APWU to stand on the side of dignity and social justice for all,

Therefore be it resolved, that the APWU Maintenance Conference gathered in Puerto Rico in 2001 go on record to stand in solidarity with the Puerto Rican Labor movement and people in the just struggle to stop the occupation of and the live military bombing of Vieques and

Be if further resolved, that the National Union publicize these sentiments to the New Administration in Washington, D.C., The New Governor of Puerto Rico and to our Membership.

Milissa Dimondstein and Daniel Soto

Resolution 3:

Whereas Article 1, Section 3, titled "Facility Exclusions" expressly nullifies the application of our National Collective Bargaining Agreement to those facilities specified in Section 3 of Article 1,

Be it resolved, that the National APWU seeks to eliminate Section 3 of Article 1 if possible and if the complete elimination of Section 3 is not possible then the Union seeks to reduce the facilities listed in Section 3 in order to make our National Agreement applicable in more facilities. Troy Rorman

Resolution 4:

Whereas many of our members spend a great deal of time in Norman, Oklahoma and

Whereas the institution of the meals provide reduction of per diem is mandated upon our members and

Whereas the remote location of the NCED limits our members on their meal options and

Whereas the Marriott Corporation has a system in place to provide all food services on a fee basis, therefore,

Be it resolved that the National Officers enter into immediate negotiations to the end result of full per diem when attending training at NCED. Joe Frega

Resolution 5:

Whereas hundreds of USPS Maintenance Craft employees are assigned to Norman, OK/NCED each week, and

Whereas all of these employees are subject to both general site specific USPS rules and regulations, and

Whereas at this time these employees have no recourse while at NCED to either APWU representation or to the grievance procedure; therefore,

Be it resolved that the responsibility for representing employees temporarily assigned to NCED at Step One and Step Two of the grievance procedure shall be delegated to the Oklahoma City Area Local APWU Chapter; and

Be it further resolved that any grievance appealed to Step Three from NCED be handled by the Southern Region of the APWU; and that any arbitration be held in the grievant's home office; and

Be it further resolved that the National APWU shall reimburse the Oklahoma City Area Local and the Southern Region for their expenses in handling grievances originating at NCED. James H. Sharp

Step 4 Grievance - National Initiations

Q94T-4Q-C 97031907

IPSS - Modification AFCS 12-11-96

This is a straight Article 32 violation.

Work should have been done by ET-9 bargaining unit position.

The USPS failed to supply the union with documentation related to Article 32, Section 1.

The USPS provide the contract but failed to address the other factors in Article 32, Section 1A such as public interest, cost, efficiency, availability of equipment and qualification of employee when the need to subcontract exists.

The USPS failed to address Article 32, Section 1B. This contract had a significant impact on the ET-9 positions in the bargaining unit.

Q94C-4Q-C 98117566

HQTC1998-46 - 8-27-98

Unit clarification issue - twelve (12) EAS position should be bargaining unit positions.

Contract clauses are Article 1, Sections 2 and 5 and Article 7, Section 2.

Remedy is to properly compensate the appropriate national craft unit per Article 1, Section 5.

Q94C-4Q-C 98041649 - HQTC199821 - 1-10-98

Mail Transport Equipment Service Center Network contracting.

Contract clauses Article 17, 19, and 32 and Chapter 5 of ASM.

Remedy is to rescind contract and make bargaining unit whole for any harm resulting from contract of MTEC network.

Q94C-4Q-C 97046657 - 1-29-97

USPS sent the wrong occupational group and level to the FSM - 1000 school. The USPS sent MPE 7's rather than ET-9's. This FSM-1000 course should have been assigned as job related for ET-9's and developmental for MPE 7's. Therefore the USPS created an Article 7.2 violation. Therefore ET-9's should be compensated at the overtime rate and MPE 7's level 9 for all hours in which MPE 7's perform ET-9 work.

Contract clause are Article 7.2, 8, 25, and Article 38, Section 6A.

Q94C-4Q-C 98062563 HQT 1998-31 - 3-6-98

USPS posted 13 EAS positions. The work should be assigned to ET-10's.

Contract clause Article 1.2, 1.5, and 7.2.

Remedy is to compensate appropriate ET-10's for all work performed by EAS positions posted on 3-3-98.

Q94T-4Q-C 98073263 - 4-16-98

The issue is USPS has EAS supervisor performing ET work - software installation.

Contract clause are Article 1.6 and 19, and ET-9 position description.

Remedy is to compensate ET-9 and ET-10 for all hours installing software modification in the CFS unit.

HQT-T1999-2 - POS Maintenance - 1-14-99

USPS has subcontract out POS Maintenance. The USPS Failed to provide requested information.

Contract clauses Article 19 and 32 and Chapter 5 of the ASM.

Remedy is to compensate ET-9, ET-10's for all lost work due to POS maintenance being subcontracted.

Q98C-4Q-C 0063711 - HQT-T 20001 - 1-7-00

F-15 violation. USPS is not considering provisions of F-15 or employee input when employees are required to travel.

Contract clause Articles 15 and 19 and F-15 handbook, Section 2-1.2, 1.4, and 2-2 and 5-1 - 1.3.1 and 5-1.1.3.2.

Q98C-4Q-C 00093816 - HQTG-20002 - 1-17-00

Relief Assignment - placing a duty assignment (preferred duty assignment) on more than one relief assignment. This violates the Article 38, Section 7.C.2 "shall be kept to a minimum provision.

Q98C-4Q-C 00186286 - HQT-20005 - 1-14-00

USPS is violating ELM Section 432.32 and 444.22 by requiring employee to exceed to 12 hour work day while in a travel status.

REMEDY: Properly compensate all employees for hours in excess of 12 hours on any day of travel.

Q98T-4Q-C 00174905 - HQT-20006 - 6-14-00

USPS fail to include predictive maintenance on staffing documents.

REMEDY: Add predictive hours to appropriate staffing documents.

Q98C-4Q-C 1042100 - HQT-200012 - 11-30-00

USPS subcontracted ICS. This violated the 18 month moratorium - 1998-2000 National Agreement. USPS also violated Article 32. Some reasons as noted on number 1.

HQTG- 200019 - 12-11-00

Penalty overtime rate for PTF's are not being properly paid. Two factors over 10 and over 56 hours trigger penalty. USPS is deducting penalty paid as over 10 once the 56 hour limit is reached.

Q98C-4Q-C 01076286 - HQT-T-20011 - 1-24-01

F-15 intermediate trip violation. USPS broke at Christmas and then required employee to stay away from home in excess of three weeks.

REMEDY: compensate all employees who were harmed by being forced to stay at training facility in excess of three weeks.

Q98C-4Q-C 01076275 - HQT-20012 -1-24-01

Unit clarification issue EAS doing ET-9/ET-10 work. TACS is no more than an upgrade ETC and PSDS system.

Contract clauses are Articles 1.2, 1.5, 1.6, 4, 7.2, 19, 35, and 28 as well as ASM 53.

Remedy is all work performed by EAS personnel on the repair, installing, or software installations be paid to appropriate ET-9's or ET-10's at the appropriate overtime rate.

Q98C-4Q-C 01076291 - HQTT-20013 - 1-26-01

USPS has clerk employee doing daily and weekly on Merlin. This violates Article 7 (crossing craft) and Article 19 - ASM - Section 53 violation and also the SMP agreement.

Furthermore daily and weekly times are not corrected, at times are under stated.

HQTT-20014 - 3-28-01

Issue is IEM-6 work as it relates to MM-5, MPE 7's and BEM 7's and ET-9's (battery room and industrial equipment repair)

HQTT-20015 - 3-18-93

Issue is definition of when a residual position occurs. APWU says after PER, USPS says after PAR.

Q98C-4Q-C-02005533 - 9-24-01

Issue is waiver of the 916 and 710 Exams. USPS wants to have selective waiver and union seeks full waiver for both voluntary and involuntary reassignments.

Travel for Training Procedures

A. Travel for training regulations are in the handbook F-15 -Travel Manual.

B. Employees not the employer should plan their travel in accordance with F-15-2-1

The F-15 states:

2-1 Your Responsibilities as a Traveler

When traveling on official business, you represent the Postal Service. You are, therefore, expected to perform your duties in a professional manner and with the same care and prudence as if you were traveling at your own expense. Specifically, you must do all of the following:

1. Comply with the policies stated in this handbook. Title 39, section 410 of the United States Code gives the Postal Service the authority to establish its own travel policy. This handbook presents the current policy.

2. Plan your itinerary to accomplish your purpose with a minimum investment of time and expense. The Postal Service gives you as much freedom as possible within the guidelines of this handbook to decide what expenditures are necessary, and it reimburses you for allowable expenses that you incur while conducting official business.

3. Select the least costly mode of transportation that provides adequate service. The Postal Service is committed to conserving energy and reducing travel costs; you must consider these factors when selecting modes of transportation.

4. Schedule your departure and arrival in order to conduct business as efficiently as possible.

5. Claim reimbursement only for allowable expenses and settle your travel advances promptly.

6. Submit Form 1012, Travel Voucher, as soon as possible after your travel is complete but no later than the end of the accounting period in which you completed travel.

7. If, after your tickets were issued, the carrier made any changes in services or destination which reduced your fare, be sure to obtain a refund coupon from the carrier. The Postal Service must have this coupon to obtain the refund from the carrier or travel agency if the ticket was purchased using the Government Travel Account (GTA).

8. When returning from international travel, you must do the following:

- **Immediately return your official passport to the International Business Unit.**
- **within 30 days of completing travel, prepare a written report and send a copy to the vice president, International Business Unit.**

C. Travel if possible should be scheduled within the regular workweek. The union defines regular workweek as the employees bid hours.

The F-15 states:

2-2.1 Authorizing Travel

2-2.1.1 For All Travelers

Before approving travel, approving officials must make certain that the travel is necessary and directly related to Postal Service business. Approving officials (see appendix C) may approve travel for employees to attend training, meetings and conferences, within or outside the Postal Service. Approving officials notify the employee as soon as possible of impending travel. They should also ensure that, whenever possible, travel has been scheduled within the regular workweek.

D. Meals are provided at the Training Center. However, employees schedule for training during Tour 3 and Tour 1 work hours do not have meals provided in the same manner as Tour 2. The employees being trained on Tour 3 and 1 should seek per diem for meals not provide.

The F-15 states:

A-2.5 Special Situations

When meals and/or lodging are furnished at no charge or nominal fee by a federal government agency, private company, etc., at a temporary duty station, meeting, conference, or training session, the per diem will be appropriately reduced as follows:

Per Diem Rate		Breakfast	Lunch	Dinner	
High Cost	\$42 per day		\$9	\$9	\$22
	\$38 per day		\$8	\$8	\$20
	\$34 per day		\$7	\$7	\$18
Average Cost	\$30 per day		\$6	\$6	\$16
Norman, OK	\$30 per day		\$4	\$6	\$13

- E. If the employer does the full planning and instructions the employee should seek payment for all hours as work at the appropriate rate of pay.

The ELM 16 states:

444.22 Actual Work

444.221 Definition

Actual work is defined as all time which management suffers or permits an employee to work.

444.222 Exclusions

Actual work does not include any paid time off, but does include steward's duty time, time off authorized for a city letter carrier under the 7:01 rule (see 432.53), and travel, meeting, and training time (see 438).

- F. Maximum Hours per day - Employees should file anytime travel or a combination of training and travel exceeds twelve hours a day.

432.32 Maximum Hours Allowed (*The ELM 16 States:*)

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the postmaster general (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters and exempt employees are excluded from these provisions.

432.33 Mealtime

Except in emergency situations or where service conditions preclude compliance, no employee may be required to work more than 6 continuous hours without a meal or rest period of at least ½ hour.

***There are two related national awards H4C-NA-C-27 and H4N-NA-C-21 and a good regional award E7V-2N-C-29124 dated June 8, 1992 - Dayton, Ohio. Current Step 4 Number is Q98C-4Q-C-00186286**

H. Ten Hour Rule :

January 10, 1997 memorandum from Peter Sgro USPS to the field:

This memorandum restates Postal Service policy with respect to schedule changes for employees returning home from Postal sponsored training.

It is imperative that all maintenance managers and vehicle maintenance managers understand the application of Section 434.62 of the Employee and Labor Relations Manual. Employees may request a schedule change in order to attain a reasonable amount of personal time for rest and relaxation prior to reporting to work. Such a request is subject to prior approval of the employee's union steward and supervisor. The employee will not be eligible for out-of-schedule premium as a result of these schedule changes.

When employees do not request a schedule change, and the return time [which equates to the end of the approved training end of course plus approved travel time (*Approved travel time is the time allotted by the Postal Service. Extensions beyond this time at the request of the employee is considered excess time. Employees who request to use*

a Privately Owned Vehicle (POV) for his/hers own personal convenience pursuant to 433.5 of the F-10 handbook is considered excess time.) is within ten hours of the employee's regular scheduled tour, managers will (prior to the beginning of training) identify the training schedule hours as extending through the employee's first non scheduled day following completion of classes. In such circumstances, this schedule change is considered to be required as part of the training and the employees will not be eligible for out-of schedule premium. Th following example identifies this process:

Employee A

Regular scheduled work hours: 12 a.m. to 8:30 a.m.

Scheduled days off. Wednesday, Thursday

Class Schedule: 7 a.m. to 4 p.m.

* Employee A attends class Monday through Friday. Class ends at 3:30 p.m. and after traveling

home the employee arrives at his residence at 7:30 p.m. Since this is within ten hours of the employee's regular scheduled tour, the employee will work Saturday through Tuesday at the training schedule hours (7 a.m. to 4 p.m.) and resume his regularly- Scheduled work hours on Friday.

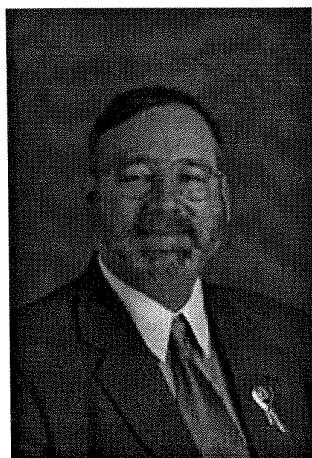
Please disseminate this information to your field managers for their guidance and implementation.

Should there be any questions regarding the foregoing you may contact Thomas J. Valenti of my staff at (202) 268-3831.

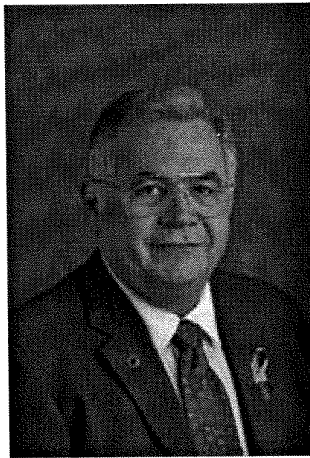
Peter Sgro, APWU

**** The 2000-2003 Interest Arbitration changed Article 36 to state " All travel for job-related training will be considered compensable work hours."**

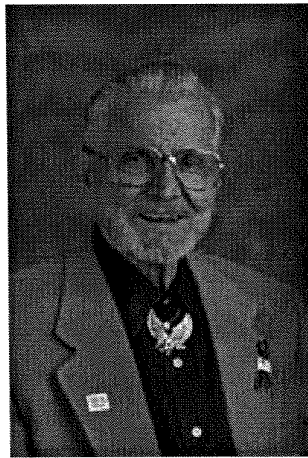
The four Washington, DC Maintenance Division Officers are shown below.



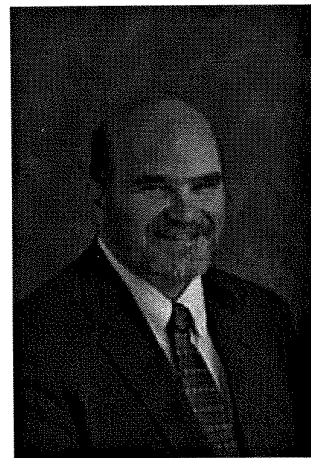
Steve Raymer



Bobby Donelson



Jake Jackson



Gary Kloepper