

**American Postal Workers Union  
AFL-CIO  
Maintenance Division**

# **Maintenance Issues Volume 5**

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*President*

**Jim Lingberg**  
*Maintenance Director*

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*Assistant Maintenance Director*

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*National Representative at Large*

## **Maintenance Issues Volume Five Introduction**

In order to assist the membership in their daily struggles to police the contract, we have published several volumes of "Maintenance Issues." The latest Volume No. 5 provides copies of grievance worksheets and sample grievances to deal with the most common contract violations that occur on a daily basis.

**Maintenance Issues Volume 5 contains the following:**

1. *Custodial Route Inspections.*
2. *Maintenance Subcontracting (Facility and Plant Equipment)*
3. *Maintenance Subcontracting (Postal Equipment)*
4. *Custodians Operating Power Driven Equipment*
5. *Improper Training Selection*
6. *Improper Training Based on Tour Coverage*
7. *Custodial Subcontracting*
8. *CSBCS Crossing Occupational Groups*
9. *Custodial Staffing*
10. *Lockout/Tagout*
11. *Field Maintenance Subcontracting*
12. *Maintenance Staffing*
13. *PER Update Untimely*
14. *Casuals in Lieu of*
15. *Custodial Route Sheets (4776)*
16. *High Bay Cleaning*
17. *Crossing Occupational Groups & Level (MWRP)*

Each Worksheet includes a list of the necessary documentation to successfully prosecute a grievance on the listed subject matter. In no way is this intended to be an all-inclusive list of the everyday problems faced by our members and stewards. It is hoped that these guides will assist us in properly documenting our grievances so we can continue being successful in these areas.

Worksheet one (1) is intended to ensure that management properly perform the necessary housekeeping inspections so we can maintain a clean workplace. This will also assist us in ensuring that postal facilities are properly staffed.

Worksheet two (2) and three (3) are to be used when management attempts to contract out work that we are capable of performing. Whether the contract is for plant or postal equipment dictates which sample to use. The definitions of plant and postal equipment are found in chapter 5 of the Administrative Support Manual.

Worksheet four (4) is to be used when management assigns custodians to operate power driven equipment without paying higher level pay. It also seeks as a remedy pay for the employees who should have performed the work.

Worksheet five (5) deals with the situation where management selects the wrong person to attend training.

Worksheet six (6) deals with a similar training situation and management claims that the reason for the selection was to provide tour coverage.

Worksheet seven (7) deals with the type of grievance that must be processed when management improperly contracts out custodial work in violation of the Memorandum of Understanding in the contract.

Worksheet eight (8) deals with management using the improper level of employees to provide maintenance and support for the CSBCS.

Worksheet nine (9) provides the necessary information for successfully determining if a grievance exists over custodial staffing. The remedy provides that the Postal Service hires the necessary custodians and that the employees on the rolls are paid for the hours not worked.

Worksheet ten (10) provides guidance on processing a grievance when the proper lockout/tagout procedures are not used when employees are working on equipment. Contractors are also required to follow proper postal lockout/tagout procedures.

Worksheet eleven (11) deals with the processing of grievances when management contracts out work in the field maintenance office.

Worksheet twelve (12) deals with processing a grievance when management fails to live up to their contractual commitment to properly staff postal facilities.

Worksheet thirteen (13) provides for processing a grievance when management fails to update a promotion eligibility register within the contractually required 37 days.

Worksheet fourteen (14) outlines the procedure for processing a grievance when management improperly hires a casual in lieu of a career employee.

Worksheet fifteen (15) outlines the manner to use to grieve management's failure to provide custodial route sheets (form 4776) in accordance with the handbook MS-47.

Worksheet sixteen (16) spells out the procedure for ensuring that management live up to their obligation to provide a clean work environment by requiring that high bay cleaning be done in postal facilities.

Worksheet seventeen (17) deals with crossing occupational groups and level when the United States Postal Service works employees outside their job description and qualification standards.

# **Maintenance**

## **Custodian Inspection Routes (4851)**

# **Grievance Worksheet**

**Maintenance Issues Volume 5**



## Purpose of Grievance

Custodial Inspection must be done quarterly. The reason for the inspections is to ensure the building is clean. The 4851 will assist the local Union if the facility is improperly staffed.

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

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## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1 Custodial Route Inspection</b>	CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>	INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>	ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>	AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>	AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN		STEP 1 MEETING AND DECISION				MET WITH	
UNIT/SEC/BR/STA/OFC <b>6.</b>	DATE/TIME	USPS REP		GRIEVANT AND/ OR STEWARD			
STEP 1 DECISION BY ( NAME & TITLE ) <b>7.</b>		DATE & TIME		INITIALS		INITIALS ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>		ADDRESS		CITY	STATE	PHONE	
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/>	PTR <input type="checkbox"/>	PTF <input type="checkbox"/>	LEVEL	STEP	DUTY HOURS
JOB # PAY LOCATION (UNIT/ SEC/ BR/ STA/ OFC) <b>10.</b>		WORK LOCATION CITY AND ZIP CODE				LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>	VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL, ( Art / Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 5, 19, and MS-47**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## Grievance Number

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### Union Contentions [*CUSTODIAL ROUTE INSPECTIONS*]

The Postal Service is violating the Collective Bargaining Agreement by refusing to abide by the rules and regulations when it comes to performing custodial route inspections. It is the responsibility of the inspector to differentiate between surface dirt and the dirt that indicates lack of cleaning. This is in accordance with the MS-47. The form that is to be used is PS-Form 4851, which indicates the areas of concern. This form provides a specific block for those items.

### Housekeeping Inspection Techniques

Generally, when performing an inspection in a postal facility, consideration must be given to the functions of the facility. By the nature of our business large quantities of dust and dirt are generated every day. Even the most clean facility will show dust and dirt. High traffic areas such as toilets located next to an MPLSM, may appear to be dirty even though just recently cleaned. **Therefore, it is the responsibility of the inspector to differentiate between surface dirt and the dirt that indicates a lack of adequate cleaning.**

### REMEDY

Adhere to the MS-47. Complete 4851's at least on a quarterly basis. Correct all deficiencies noted on the inspection once it is completed.

**AMERICAN POSTAL WORKERS UNION, AFL CIO**

Grievant / Union  
**APWU**

Nature of Allegation  
**Custodial Route Inspections**

\_\_\_\_\_  
Date of Request

To :

Title :

From :

Title :

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

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

1. Copy of Maintenance Authorized Staffing levels ( all occupational groups and levels)
2. Copies of Inspection Form 4851
3. Copies of all and any document related to housekeeping inspection

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

☐ **REQUEST APPROVED**

☐ **REQUEST DENIED**

\_\_\_\_\_  
( date )

\_\_\_\_\_  
( signed )

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

**Grievance  
Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

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

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

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## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1 Maintenance Subcontracting</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>		ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OFC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD		
STEP 1 DECISION BY ( NAME & TITLE ) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>		ADDRESS	CITY	STATE	PHONE
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/>	PTR <input type="checkbox"/>	PTF <input type="checkbox"/>	LEVEL
		STEP		DUTY HOURS	OFF DAYS Sa Su M T W T F
JOB # PAY LOCATION (UNIT/ SEC/ BR/ STA/ OFC) <b>10.</b>		WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>
					VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art. / Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 19 and ASM Chapter 5 and 535.112**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## **Grievance Number**

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### **Union Contentions** **[FACILITY AND EQUIPMENT SUBCONTRACTING]**

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

### **REMEDY**

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



**AMERICAN POSTAL WORKERS UNION, AFL CIO**

Grievant / Union APWU	Nature of Allegation Subcontracting
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Date of Request

To :

Title :

From :

Title :

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

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

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

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

☐ REQUEST APPROVED

☐ REQUEST DENIED

( date )

( signed )

**Maintenance  
Subcontracting  
ASM 535.111  
Postal Equipment**

**Grievance  
Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

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

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

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## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1 Maintenance Subcontracting</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>		ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OFC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD		
STEP 1 DECISION BY (NAME & TITLE) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>		ADDRESS	CITY	STATE	PHONE
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/>	PTR <input type="checkbox"/>	PTF <input type="checkbox"/>	LEVEL
		STEP		DUTY HOURS	OFF DAYS Sa Su M T W T F
JOB # PAY LOCATION (UNIT/ SEC/ BR/ STA/ OFC) <b>10.</b>		WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>
					VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art. / Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 19 and ASM Chapter 5 and 535.111**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## Grievance Number

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### Union Contentions [*MAINTENANCE SUBCONTRACTING - ASM 535.111*]

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

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

### REMEDY

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

**AMERICAN POSTAL WORKERS UNION, AFL CIO**

Grievant / Union APWU	Nature of Allegation Subcontracting
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\_\_\_\_\_  
Date of Request

To :

Title :

From :

Title :

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

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

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

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

☐ REQUEST APPROVED

☐ REQUEST DENIED

\_\_\_\_\_  
( date )

\_\_\_\_\_  
( signed )

**Maintenance**  
**Crossing Occupational**  
**Groups & Levels**  
**Custodians**  
**Operating**  
**Power Equipment**

**Grievance**  
**Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

The use of power driven equipment is not the function of a-level 2 Custodian. The employer rather than pay higher level or upgrade positions to level 3 will work level 2 custodians. The problem is the employer does not pay higher level pay for the work done.

In addition this is a crossing occupational group and level violation. The Maintenance Craft recognizes Occupation Groups and Levels.



# AMERICAN POSTAL WORKERS UNION, AFL-CIO

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## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1 Operating Power Equipment</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>		ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>		AREA CODE ( )	PHONE (OFFICE) ( )	AREA CODE ( )	PHONE (OTHER) ( )
LOCAL UNION PRESIDENT <b>5.</b>		AREA CODE ( )	PHONE (OFFICE) ( )	AREA CODE ( )	PHONE (OTHER) ( )

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OFC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD		
STEP 1 DECISION BY ( NAME & TITLE ) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>		ADDRESS	CITY	STATE	PHONE
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/>	PTR <input type="checkbox"/>	PTF <input type="checkbox"/>	LEVEL
		STEP		DUTY HOURS	OFF DAYS Sa Su M T W T F
JOB # PAY LOCATION (UNIT/ SEC/ BR/ STA/ OFC) <b>10.</b>		WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>
					VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL, ( Art. / Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 5, 7.2, 19, and 25.**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## **Grievance Number**

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### **Union Contentions** ***[Operating Power Equipment, Article 7.2]***

The Postal Service is violating the Collective Bargaining Agreement by assigning a Level-02 Custodian the duties of “operating power driven equipment.” The Postal Service is obligated to utilize a specific occupational group and level employee for specific duties as they pertain to that employee’s job description.

When the Postal Service makes a cross occupational group assignment, this must be justified in accordance with Article 7.2. It has always been the Postal Service’s position that when they assign a Level-02 Custodian the duties of the higher or lower level employee, it is justified by the phrase, “performs such other duties as may be assigned” in the standard job description. Arbitrators have held that this was not the intent of the parties.

### **REMEDY**

Compensate the Level 2 Custodian higher level pay for all hours worked using power driven equipment. Compensate the APWU Maintenance Craft employees designated by the Union overtime at the appropriate rate for all hours the Level 2 Custodian worked with power driven equipment.

## AMERICAN POSTAL WORKERS UNION, AFL CIO

Grievant / Union <b>APWU</b>	Nature of Allegation <b>Custodians Operating Powered Equipment</b>
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\_\_\_\_\_  
Date of Request

To :

Title :

From :

Title :

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

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

- 1. Copies of the work schedules for all Level 2 Custodians**
- 2. Copy of work order assigned to all Level 2 Custodians**
- 3. Copy of routes assigned to all Level 2 Custodians**
- 4. Maintenance Complement for all occupational groups and level**
- 5. PS Form 7381's for the time frame in question**
- 6. All bypassed custodial routes or work**
- 7. Copy of the entire custodial staffing package including forms 4839, 4852, 4869, and 4776's**

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

☐ **REQUEST APPROVED**

☐ **REQUEST DENIED**

\_\_\_\_\_  
( date )

\_\_\_\_\_  
( signed )

# **Maintenance Training Improper Assignment**

## **Grievance Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

The employer and Union have negotiated a training clause in the National Agreement. Article 38. 6 has limited managements' rights to unilaterally send anyone for training.

The local Union should review the training being solicited. The training must be annotated as "job related" or developmental.

If the employer states the training is job related we must match up job descriptions and qualification standards from the EL-201 and EL-303. Based on this review the Union should file (a grievance) if the training is outside the employee's job knowledge and qualifications.

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1 Training Assignment</b>	CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>	INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>	ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>	AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>	AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN		STEP 1 MEETING AND DECISION				MET WITH	
UNIT/SEC/BR/STA/OPC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/OR STEWARD				
STEP 1 DECISION BY (NAME & TITLE) <b>7.</b>		DATE & TIME		INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION		
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>		ADDRESS	CITY	STATE	PHONE		
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/>	PTF <input type="checkbox"/>	LEVEL	STEP	DUTY HOURS	OFF DAYS Sa Su M T W T F
JOB # PAY LOCATION (UNIT/ SEC/BR/STA/OPC) <b>10.</b>		WORK LOCATION CITY AND ZIP CODE				LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>	VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art. / Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 7.2, 19, 25, and 38 Section 6**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## **Grievance Number**

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### **Union Contentions** ***[Improper Training]***

The United States Postal Service violated Article 38.6 because they sent an improper occupational group and level for training. This training is not job related for this occupational group and level. This violation causes many other violations, crossing occupational group and level, higher level, out of schedule, and travel. The affected employees should be properly compensated for the violation.

### **REMEDY**

Post the training for the proper Occupational Group and Level. Compensate harmed parties designated by the union the appropriate rates of pay. Person sent to training should be paid higher level, out of schedule, and for travel time. Compensate proper occupational group and level overtime.

## AMERICAN POSTAL WORKERS UNION, AFL CIO

Grievant / Union APWU	Nature of Allegation Improper Training
--------------------------	---

Date of Request

To :

Title :

From :

Title :

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

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

1. Copy of training solicitation
2. Copy of course description
3. Total hours of training
4. Hours training conducted
5. Travel hours
6. Travel Voucher

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

☐ REQUEST APPROVED

☐ REQUEST DENIED

( date )

( signed )



# **Maintenance Training Tour Coverage**

## **Grievance Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

The employer and union have negotiated a training clause in the National Agreement. Article 38. 6 has limited managements' rights to unilaterally send anyone for training.

The employer cannot use tour coverage as a means to deny a training opportunity to a volunteer.

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1 Training - Tour Coverage</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>		ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OFC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD		
STEP 1 DECISION BY ( NAME & TITLE ) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION (LAST NAME FIRST ) <b>8.</b>		ADDRESS	CITY	STATE	PHONE
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/>	PTR <input type="checkbox"/>	PTF <input type="checkbox"/>	LEVEL
		STEP		DUTY HOURS	OFF DAYS Sa Su M T W T F
JOB # PAY LOCATION (UNIT / SEC / BR / STA / OFC) <b>10.</b>		WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>
					VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art. / Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

#### Article 38 Section 6.1

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

Establish who, what, when, where, and why locally. See attached union contentions.

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

See attached document

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## **Grievance Number**

---

### **Union Contentions** **[*Training Tour Coverage*]**

The proper volunteers are normally assigned to training billets. Article 38.6.1 of the National Agreement allows Postal management to assign employees to training in order to provide tour coverage. Tour coverage includes off day coverage. An example would be employee "A" has a work week of Monday - Friday and is trained on the FSM 881; employee "B" is next in seniority and has volunteered for the training, but also has a Monday - Friday bid; employee "C", who is junior, has a Saturday - Wednesday work week. Management would be allowed to assign employee "C" to the next training billet. In very large facilities, management may have a requirement to have more than one employee on each tour trained to provide tour coverage on a piece of equipment, but not more than three (3). Once management has tour coverage, they may no longer go out of order when assigning training billets.

The Employee and Labor Relations Manual (ELM) allows management to avoid out-of-schedule pay for training purposes. The Union maintains that an employee improperly assigned training is working out of their bid assignment.

### **REMEDY**

The grievants be made whole. The grievant assigned to the training shall be paid at the out-of-schedule rate of pay. The grievant that is denied training be given the next training billet on the piece of equipment in question.

**AMERICAN POSTAL WORKERS UNION, AFL CIO**

Grievant / Union	Nature of Allegation TRAINING, TOUR COVERAGE
------------------	---

Date of Request

To :

Title :

From :

Title :

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

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

1. VOLUNTEER LIST FOR THE TRAINING BILLET IN QUESTION.
2. MAINTENANCE SENIORITY LIST
3. PS FORM 1723 ASSIGNING THE GRIEVANT TO THE TRAINING
4. LIST OF EMPLOYEES ON EACH TOUR TRAINED ON THE EQUIPMENT IN QUESTION.
5. THE INVENTORY SHEET FROM MMO-21-91 SHOWING THE NUMBER OF PIECES OF THE EQUIPMENT IN QUESTION.

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

☐ REQUEST APPROVED

☐ REQUEST DENIED

( date )

( signed )

# **Maintenance Custodial Subcontracting Grievance Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

The employer will seek to reduce career custodians in smaller facilities. The local Union must verify the size of the facility. In addition, if the employer seeks to contract a facility in which the APWU Bargaining unit was working we must ensure voluntary attrition occurred. This means the person left on their own initiative; not due to an involuntary act.

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1 Custodial Subcontracting</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>		ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OFC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/OR STEWARD		
STEP 1 DECISION BY (NAME & TITLE) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>		ADDRESS	CITY	STATE	PHONE
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/>	PTF <input type="checkbox"/>	LEVEL	STEP
				DUTY HOURS	OFF DAYS Sa Su M T W T F
JOB # PAY LOCATION (UNIT / SEC / BR / STA / OFC) <b>10.</b>		WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>
					VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art. / Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 15 and 19, and Memo on Subcontracting Cleaning Services**

**12 DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT**

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13. CORRECTIVE ACTION REQUESTED**

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP



## **Grievance Number**

---

### **Union Contentions** ***[Custodial Subcontracting]***

The USPS violated the National Agreement when they improperly contracted cleaning services. Divide internal square footage by 18,000 and external paved and unpaved square footage by 500,000 and add the two fractions together. If the total is one or greater, the USPS violated the memo on Cleaning Services. In addition, voluntary attrition must have occurred, as required by the memo on Cleaning Services.

### **REMEDY**

Compensate APWU bargaining unit employees for all lost work hours as designated by the Union at the appropriate rate of pay. Create a Career Maintenance Craft position.

## AMERICAN POSTAL WORKERS UNION, AFL CIO

Grievant / Union  
APWU

Nature of Allegation  
Improper Custodial Cleaning Subcontract

Date of Request

To :

Title :

From :

Title :

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

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

1. Copy of the Cleaning Contract
2. Reason for attrition if appropriate
3. Copy of staffing documents 4869, 4839, and 4852.

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

☐ **REQUEST APPROVED**

☐ **REQUEST DENIED**

( date )

( signed )

# **Maintenance**

**Crossing Occupational  
Groups and Levels  
(CSBCS)**

## **Grievance Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

The Union files crossing occupational group and level grievances because the employer, through a program known as the Maintenance Force Realignment Program, seeks to downgrade levels of employees performing a task.

The Union needs to know all the occupational groups and levels involved. Most of all what work was done to determine if there is an occupational group and level violation.

The Local Union needs a copy of all Maintenance Job Descriptions in an Installation.

In the case of the CSBCS the Union and employer have determined that ET-9 work is due during the operation period. Therefore, it is extremely important to know the operational window.

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1 Crossing Occupational Groups (CSBCS)</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>		ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OFC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD		
STEP 1 DECISION BY ( NAME & TITLE ) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION ( LAST NAME FIRST ) <b>8.</b>		ADDRESS	CITY	STATE	PHONE
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/>	PTR <input type="checkbox"/>	PTF <input type="checkbox"/>	LEVEL
					STEP
				DUTY HOURS	OFF DAYS Sa Su M T W T F
JOB # PAY LOCATION (UNIT/ SEC/ BR/ STA/ OFC) <b>10.</b>		WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>
					VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL, ( Art. / Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 7.2, 19, and 25, Step 4 decision Q90T-4Q-C-95063809, CSBCS Q & A 6/27/96**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## **Grievance Number**

---

### **Union Contentions** ***[Crossing Occupational Groups (CSBCS)]***

The parties at the National level agreed that, "Providing direct telephone assistance to lower level maintenance or other employees on a CSBCS equipment malfunction in a non-maintenance capable facility is the duty and responsibility of the Electronic Technician, PS-9 position description." The agreement further provides, "This also includes providing technical support to lower level maintenance or other employees during an emergency breakdown in a non-maintenance capable facility." Furthermore, all work performed by maintenance craft employees on the CSBCS during the operational period is level 9 ET work. In addition, "All other work assignments may be made using the minimum skill level identified in the MMO and the consideration of the task to be accomplished and the appropriate standard position description."

Article 7.2.B. & C. Prohibits USPS management from assigning work from one occupational group and level to another occupational group and level except where it meets the conditions listed in this article. Those conditions were not met in this case.

Article 25 of the National Agreement requires that employees who perform higher level work shall be paid at the higher level rate of pay.

### **REMEDY**

Compensate the bargaining unit ET-9 designated by the Union for all hours in question worked by lower level employees. Compensation is to be at the appropriate overtime rate. Compensate the lower level employees who performed the work in question at the PS-9 rate of pay for all hours worked.

## AMERICAN POSTAL WORKERS UNION, AFL CIO

Grievant / Union	Nature of Allegation <b>CROSSING OCCUPATIONAL GROUPS</b>
------------------	---

Date of Request

To :

Title :

From :

Title :

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

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

1. OVERTIME DESIRED LISTS FOR MAINTENANCE.
2. DAILY ACTIVITY CARD FOR THE EMPLOYEE WHO PERFORMED THE WORK IN QUESTION.
3. CLOCK RINGS FOR THE EMPLOYEE WHO PERFORMED THE WORK IN QUESTION.
4. WORK ORDER OR ROUTE SHEET PERFORMED.
5. OPERATIONAL WINDOW FOR THE CSBCS ON THE DATE IN QUESTION.

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

☐ REQUEST APPROVED

☐ REQUEST DENIED

( date )

( signed )

## QUESTIONS & ANSWERS 6/27/96 CSBCS AGREEMENT

Q1) If a Senior Mail Processor (SMP) calls in with a Carrier Sequence Bar Code Sorter (CSBCS) problem and a Maintenance Mechanic, MPE, PS-7 helps the SMP over the telephone, does the MPE get paid Level 9 pay?

A1) Yes. This is with the understanding that there are no CSBCS trained Electronic Technicians, PS-9 (ET-9) available. If such an Electronic Technician is available, he/she should provide assistance.

Q2) If the aforementioned situation occurs, but a Maintenance Mechanic, MPE, PS-7 drives to the site and corrects the problem on the CSBCS, does the MPE Mechanic, PS-7 get higher level pay?

A2) The MPE Mechanic, PS-7 would receive higher level pay for any emergency work at the site. All calls from a SMP are not of an emergency nature.

### Emergency Situations

- If the MPE Mechanic, PS-7 has to immediately go to the site and perform repairs to get the equipment up and running during that day's scheduled processing window, he/she should be compensated at the Level-9 pay.

### Non-emergency Situations

- Those situations that are not of the emergency nature described above, do not necessitate higher level pay. (Example: The CSBCS is down or operating at less than optimum but repairs will not be made until after the scheduled processing window.)

Management has the discretion to send an appropriate higher level employee on any service call to repair the equipment.

Q3) Does the Maintenance Mechanic, MPE, PS-7 pay only apply to normally scheduled routes such as quarterly?

A3) Maintenance Mechanic, MPE, PS-7 employees are compensated at the level 7 pay while performing preventive, corrective and predictive work within and below their position description. The agreement is twofold: a) The help desk function (telephone assistance) is a function of the Electronics Technician, PS-9. b) All other work is to be assigned to the appropriate level which represents the task in the position description. Management maintains flexibility to assign personnel as needed.

Q4) Is this agreement retroactive? Do I pay Level 9 pay for the appropriate work performed by the MPE Mechanic, PS-7?

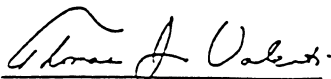
A4) The agreement is only to be applied to timely filed grievances.

Q5) How do I obtain additional training billets for Electronic Technician, PS-9s when the Automated Enrollment System will not let me request billets?

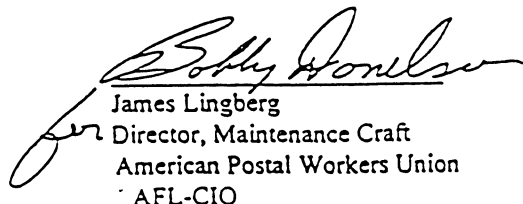
A5) The Training Center is currently utilizing all available resources performing deployment training for CSBCS. When this training is concluded, the system will be opened for billet requests. Offices may wish to document their efforts at obtaining the billets by performing a screen print.

Q6) What happens if it is necessary to provide maintenance instruction to the Senior Mail Processor?

A6) Only the ET-9 position description contains the language " provides technical support to other employees in the facility or in installations within the area served..."



Thomas J Valenti  
Labor Relations Specialist  
Contract Administration (APWU/NPMHU)



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





## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

July 16, 1996

Maintenance Division  
James W. Lingberg  
Director

Edgar Williams  
Assistant Director "A"

Warren "Jake" Jackson  
Assistant Director "B"

Malcolm T. Smith  
National Rep-At-Large  
(202) 842-4213  
(202) 289-3746 Fax

Re: Carrier Sequence Bar Code Sorters ("CSBCS")

Dear Local President and Maintenance Craft Director:

Enclosed is a copy of the recent USPS and APWU Agreement that clarifies the proper level of employees who will provide technical support on the Carrier Sequence Bar Code Sorters ("CSBCS"). This Agreement is a result of the historical Upgrade Agreement reached in 1993 wherein language was added to Electronic Technician job descriptions which state "provide technical support to other employees in the facility or installation within the area served."

After the deployment of carrier sequence local management began training only MPE-7's to provide support for senior mail processing.

This CSBCS sign-off does not preclude the payment of higher level pay for MPE's doing telephone duties in the past. Further, this grievance does not resolve any pending higher level grievances or resolves any grievances concerning overtime.

The first paragraph of the Agreement provides that telephone assistance to lower level Maintenance or other employees on CSBCS equipment is a duty and responsibility of the E.T.-9 job description. It adds that this includes providing technical support during emergency breakdowns. This means if someone calls in for assistance on a CSBCS malfunction – the person providing help by phone should be an E.T. If the problem is not corrected through the telephone call and someone must be sent out to correct the problem, that person should be an E.T.

The second paragraph provides that lower level Maintenance personnel can be detailed to higher level for the amount of time needed to perform the work in paragraph 1. It also includes language to require Management to train E.T.'s as soon as practicable. This means until E.T.'s are trained, higher level details of MPE's may be used. We do not want any grievances filed protesting the crossing of occupational groups until after Management has the opportunity to train E.T.'s. This does not mean such grievances should not be filed if Management does not live up to their obligation to train E.T.'s as soon as practicable; just that we will not file such grievances as long as they make a good faith effort to live up to the agreement.

The third paragraph provides that the minimum skill levels listed in the MMO may be utilized to assign the route sheets. These are the Daily Reports and the Quarterly Routes. The stipulation in this paragraph is that the assignment is made in

National Executive Board  
Moe Biller  
President

William Burrus  
Executive Vice President

Douglas C. Holbrook  
Secretary-Treasurer

Greg Bell  
Industrial Relations Director

Robert L. Tunstall  
Director, Clerk Division

James W. Lingberg  
Director, Maintenance Division

Robert C. Pritchard  
Director, MVS Division

George N. McKeithen  
Director, SDM Division

Regional Coordinators  
Leo F. Persails  
Central Region

Don Burke  
Eastern Region

Elizabeth "Liz" Powell  
Northeast Region

Terry Stapleton  
Southern Region

Raydell R. Moore  
Western Region

consideration of the task to be performed and the appropriate job description. As with most route sheets, the CSBCS routes require that any discrepancies discovered during the performance must be corrected. We advised Management that if in the correction of discrepancies, the assigned person works beyond their job description an appropriate grievance(s) would be filed. Nothing in this paragraph agrees that Maintenance employees can work beyond their job description.

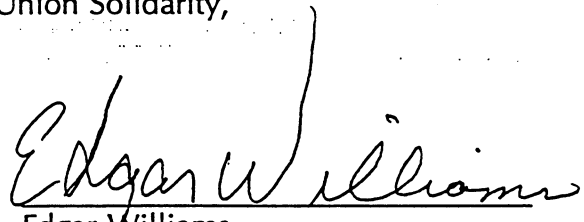
The fourth paragraph agrees that all work hours identified in the MMO are applied to the MPE-7 solely for the purpose of determining staffing. At some future date, we anticipate agreeing on a staffing document that identifies all work and assigns the appropriate level to that work. When this is done, it will be a relatively simple matter to determine the number and level of jobs in a facility. The current staffing document, MMO-21-91, remains in effect and does not currently assign the work hours by level.

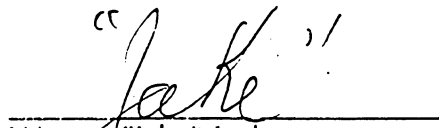
The signing of this Agreement does not relax the provisions of Article 7 under the Collective Bargaining Agreement ("CBA"). If there is a violation as it relates to our position initiate a grievance under Articles 15 or 19, as appropriate.


All prior grievances for higher level pay and overtime pay were not resolved by this sign-off; it is fact-circumstance and you should proceed by the contract where these issues are alive and applicable.

Yours in Union Solidarity,

  
James Lingberg  
Director Maintenance

  
Edgar Williams  
Assistance Director Maintenance

  
Warren "Jake" Jackson  
Assistant Director Maintenance

  
Bobby Donelson  
National Representative-At-Large

Enclosure  
EW/sy\lopeiu #2\af1-cio



James Lingberg  
 Director  
 American Postal Workers Union  
 AFL-CIO  
 1300 L Street, N.W.  
 Washington, DC 20005-4107

In Full and final settlement of grievance number Q90T-4Q-C 95063809 pertaining to the Carrier Sequence Bar Code Sorter (CSBCS) Operations and Servicing Training Manuals (Student and Instructor Guide ) and Maintenance Management Orders concerning the maintenance of the (CSBCS), the United States Postal Service and the American Postal Workers Union, AFL-CIO agree as follows:

1. Providing direct telephone assistance to a lower level maintenance or other employee on a CSBCS equipment malfunction in a non-maintenance capable facility is a duty and responsibility of the Electronic Technician, PS-9 Position Description. This also includes providing technical support to a lower level maintenance or other employee during an emergency breakdown in a non-maintenance capable facility.
2. Until such time as a Maintenance Support Facility has sufficient, trained, Electronic Technicians to provide the technical support described in 1 above; lower level, trained, maintenance personnel may be detailed to the position of Electronic Technician. Such detail should only encompass the time necessary to provide the identified technical support. The parties agree that the aforementioned language does not relieve local management of the responsibility to train the appropriate number of Electronic Technician as soon as practicable.
3. All other work assignments may be made by using the minimum skill level identified in the MMO and the consideration of the task to be accomplished and the appropriate standard position description.
4. Solely for the purpose of determining staffing requirements, all work hours identified in the preventive Maintenance Management Order (MMO) shall be applied to the position of Mechanic, Mail Processing Equipment, PS-7.

Thomas J. Valenti  
 Labor Relations Specialist  
 Contract Administration (APWU/NPMHU)  
 Labor Relations

Date: 6/27/96

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

Date: 6-27-97

**Maintenance**

**Custodial  
Staffing**

**Grievance  
Worksheet**

**Maintenance Issues Volume 5**

## **Purpose of the Grievance**

The United States Postal Service will attempt to reduce cost in a facility or installation by cutting custodial staffing or reducing custodial work hours or not recording all custodial work being performed.

The Postal Service has a Manual known as the MS-47 Housekeeping Manual. This manual is the criterion developed by USPS management in order to determine and staff USPS facilities. Once the employer has determined the staffing, they must maintain the staffing. This can be accomplished by manning to the staffing level or working a reduced number of employees overtime.

The role of the Union is to review the USPS Staffing documents for accuracy. In addition, the Union must ensure the staffing documents include all work being performed by the custodian. In addition, the building must be "clean."

The Union should file a grievance if the employer is not working career employees the number of work hours noted on the PS 4852 Custodial Workload Analysis. The Union should be reviewing details to non custodial assignments, long term absences, removals, admin leave, military leave, court leave, OWCP absences, etc. These absences will normally reduce custodial work hours below the hours noted on Form 4852.

The Union needs all the Custodial Staffing documents. The 4869 tells us what is in the building. The 4839 tells us when the work should be done and how often. The 4852 compiles data from 4869 and 4839 in order to determine the total work hours required to keep the building clean. Then based on the 4869, 4839, and 4852, routes sheets 4776 are developed. The 4776's tell us what to clean, when to clean, and how long it is expected to take to clean. Then the USPS is expected to performed quarterly housekeeping inspection and compile data on Form 4851.

**In conclusion if your building is dirty there probably is a Custodian Staffing problem. We must ensure the USPS buildings are clean.**

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1 Custodial Staffing</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>	ADDRESS	CITY	STATE	ZIP	
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OFC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD		
STEP 1 DECISION BY (NAME & TITLE) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>	ADDRESS	CITY	STATE	PHONE	
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/> PTR <input type="checkbox"/> PTF <input type="checkbox"/>	LEVEL	STEP	DUTY HOURS
JOB # PAY LOCATION (UNIT/ SEC/ BR/ STA/ OFC) <b>10.</b>		WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>
					VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art. / Sec.)

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 15 and 19, ASM Chapter 5 , MS-47, and Gamser National Award A8-NA-0375**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1 Custodial Staffing BMC's</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF)	ADDRESS	CITY	STATE	ZIP	
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>3.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OPC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD		
STEP 1 DECISION BY ( NAME & TITLE ) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION ( LAST NAME FIRST ) <b>8.</b>		ADDRESS	CITY	STATE	PHONE
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	PTR <input type="checkbox"/> PTR <input type="checkbox"/> PTF <input type="checkbox"/>	LEVEL	STEP	DUTY HOURS OFF DAYS <b>Sa Su M T W T F</b>
JOB # PAY LOCATION ( UNIT / SEC / BR / STA / OPC ) <b>10.</b>		WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>
					VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art. / Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 15 and 19, ASM Chapter 5 , MS-47, and Gamser National Award A8-NA-0375, 1979 BMC Interim Staffing Guideline**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## **Grievance Number**

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### **Union Contentions** ***[Custodial Staffing]***

The USPS is not staffing the custodial occupational groups and levels properly. The USPS is not in compliance with staffing requirements as noted in the MS-47. National Arbitration A8-NA-0375 by Arbitrator Gamser and Section 116 of the MS-47 requires the employer to staff up to the staffing levels as determined by the MS-47 Form 4869 (Building Inventory), 4839 (Custodial Scheduling) and 4852 (Workload Analysis). In addition, the USPS is required to establish 4776 (Custodial Routes). All Forms 4869, 4839, 4852 and 4776 are to be re-calculated if changes are to be made.

### **REMEDY**

Staff the Custodial Workforce to the proper levels established by the MS-47 Forms 4869, 4839, 4852 and 4776. Compensate career APWU maintenance employees for hours not worked based on the MS-47 staffing hours at appropriate rate of pay as determined by the local union.



## AMERICAN POSTAL WORKERS UNION, AFL CIO

Grievant / Union  
**APWU, AFL-CIO**

Nature of Allegation  
**Improper Custodial Staffing**

Date of Request

To :

Title :

From :

Title :

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

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

1. 4869 - Building Inventory.
2. 4839 - Custodial Scheduling
3. 4852 - Workload Analysis
4. 4776 - Custodial Routes
5. 4851 - Housekeeping Inspection Form (last four)
6. Latest Area Safety Inspection and Compliance Review
7. Any 1769's report of unsafe or hazardous condition relating to housekeeping
8. List of current custodial compliment
9. List of all vacant custodian positions
10. Copy of ETC Work Hour Report listing hours for custodians.
11. List of Mars bypassed routes
12. Names of employees on long term absences (sick leave, jury duty, military leave, OWCP, admin leave, pending discipline, etc.

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

☐ REQUEST APPROVED

☐ REQUEST DENIED

( date )

( signed )

# **Maintenance Lockout Tagout Procedure Grievance Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

The union must ensure that employees are not working in unsafe conditions. The employer should have a specific lockout/tagout procedure for every piece of equipment in operation. The Union should also encourage employees to follow the procedures. Shortcuts do not benefit anyone.

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1 Lockout / Tagout Procedure</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>	ADDRESS	CITY	STATE	ZIP	
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>	AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)	
LOCAL UNION PRESIDENT <b>5.</b>	AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)	

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OFC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD		
STEP 1 DECISION BY ( NAME & TITLE ) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>	ADDRESS	CITY	STATE	PHONE	
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR PTR PTF <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	LEVEL	STEP	DUTY HOURS OFF DAYS Sa Su M T W T F
JOB # PAY LOCATION (UNIT/ SEC/ BR/ STA/ OFC) <b>10.</b>	WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>	VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art / Sec.)

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 14, and 19 and MMO -027-95**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## **Grievance Number**

---

### **Union Contentions** ***[Lockout/Tagout Procedures]***

It remains the Unions' position that the Postal Service is not adhering to the Lockout/Tagout rules and regulations as they pertain to the Collective Bargaining Agreement. In accordance with the CBA, it is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The employer and the Union insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Maintenance Management Order, MMO-027-95, issued 10/13/95, specifically addresses the purpose of the lockout/tagout procedures and other OSHA requirements as they pertain to the safety of employees.

### **REMEDY**

The Postal Service immediately adhere to the rules, regulations and other OSHA requirements governed by the Collective Bargaining Agreement and further ensure that all employees are properly trained by the authorized personnel.

**AMERICAN POSTAL WORKERS UNION, AFL CIO**

Grievant / Union <b>APWU</b>	Nature of Allegation <b>Lockout / Tagout Procedure</b>
---------------------------------	---

Date of Request

To :

Title :

From :

Title :

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

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

- 1. Specific lockout / tagout procedure for equipment in question.**
- 2. Copies all PS Form 1767's for equipment in question.**
- 3. Copy of employees training records.**
- 4. List of training courses related to equipment in question ( on and off site ).**
- 5. Job Safety Analysis for equipment in question.**
- 6. Any OSHA citations related to equipment in question.**

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

☐ **REQUEST APPROVED**

☐ **REQUEST DENIED**

( date )

( signed )



# maintenance management order

**SUBJECT:** Automation, Mechanization, and Building  
Machinery and Equipment Lockout Procedures

**DATE:** October 13, 1995

**NO:** MMO-027-95

**TO:** 1. All Maintenance Capable Offices  
2. Human Resources/Safety

**FILE CODE:** M2, M3, M8, P

dcle:MM9445AE

The purpose of this Maintenance Management Order (MMO) is to consolidate and update U.S. Postal Service policy concerning machinery and equipment lockout procedures used by maintenance personnel. This MMO supersedes MMO-25-91, *Safety Equipment Lockout*, and complements MMO-038-94 dated July 22, 1994. File and incorporate this MMO according to the above File Codes.

**The Senior Maintenance Official (SMO) at each facility MUST ensure compliance with this MMO. Failure to comply may result in disciplinary action.**

OSHA regulation 29 CFR Section 1910.147, *The Control of Hazardous Energy (Lockout/Tagout)*, requires establishment of a program consisting of:

1. Energy control procedures
2. Employee training
3. Periodic inspections of equipment and lockout/tagout procedures.

A copy of this regulation has been provided for you in MMO-038-94. In the event further information is necessary, refer to CFR 1910-147.

Lockout/tagout procedures are to only be performed by trained and authorized employees.

"CFR 1910.147 (a) (2) (ii) Normal production operations are not covered by this standard (See subpart O of this part). Servicing and/or maintenance which takes place during normal production operations is covered by this standard only if:

- (A) An employee is required to remove or bypass a guard or other safety device; or
- (B) An employee is required to place any part of his or her body into an area on a machine or piece of equipment where work is actually performed upon the material being processed (point of operation) or where an associated danger zone exist during a machine operation cycle.

Note: *Exception to paragraph (a) (2) (ii):* Minor tool changes and adjustments, and other minor servicing activities, which take place during normal production operations, are not covered by this standard if they are routine, repetitive, and integral to the use of the equipment for production, provided that the work is performed using alternative measures which provide

effective protection (See subpart O of this part). " (Due to its size, subpart O is not included in this MMO.)

Equipment and machinery not specifically addressed in this MMO must adhere to OSHA lockout/tagout procedures. This includes any equipment and machinery with hazardous energy. Equipment sometimes overlooked includes overhead doors with springs and/or counterweights, and dock levelers. Lockout/tagout and restoration procedures must be developed in compliance with OSHA regulations, for all mail processing and building support machinery and equipment at each Postal facility. Also each maintenance employee must be provided with individual lockout devices and padlocks. Local offices are responsible for ensuring that energy lockout and restore procedures are developed for all of their machinery and equipment, as specified in OSHA requirements and this MMO. Local offices are also responsible for developing and providing lockout/tagout safety training and inspections, as specified in OSHA requirements.

The written format in Attachment 1 and the forms provided in Attachments 2 and 3 have been reviewed by OSHA and are currently being used in some Postal Facilities. It is recommended that knowledgeable maintenance personnel be used to develop any local facility lockout/tagout procedures.

This MMO consists of:

1. Attachment 1 - - contains a suggested written format that can be used during local development of a Hazardous Energy Control Program.
2. Attachment 2 - - consists of the following forms to help document the lockout/tagout program:
  - a. Hazardous Energy Control Procedures, Energy Source Evaluation
  - b. List of "Authorized" Lockout Personnel
  - c. List of "Affected" Employees by Job Titles
  - d. List of "Other" Employees by Job Titles
  - e. "Authorized" Employee Training Certification
  - f. "Affected Employee Training Certification
  - g. "Other" Employee Training Certification
  - h. Periodic Inspection Certification
3. Attachment 3 - - Includes a form that can be used to develop lockout/tagout procedures and restoration procedures for each machine and equipment. This form was developed using Appendix A of Section 1910.147 (see MMO-038-94). It is suggested that each local office use this form and Appendix A when developing lockout/tagout procedures for all machinery and equipment in their facility. Address each step on the form. Annotate the step with "N/A" when the step does not apply to the specific equipment.

Different levels of lockout/tagout procedures are required, depending on the type of maintenance activities necessary. As an example, the lockout/tagout procedure required to change a belt on a piece of equipment may be different from that needed to



change a power supply. In this case a different written procedure must be developed for each level of activity, unless it is decided to write one that provides the level of protection needed for both activities.

4. Attachment 4 - - Provides lockout guidelines and guidelines for restoring equipment to service for automation, mechanization, and building machinery and equipment supported at the national level. To use these guidelines it is suggested they be inserted into the proper step of the form provided in Attachment 3, then fill in the rest of the form. If these guidelines are not appropriate for your equipment, each facility must develop their own.
5. Attachment 5. - - Provides examples and ready sources of common lockout devices.

#### Helpful Notes:

The requirement for energy control procedures must be satisfied by using Attachment 3 hereto.

When establishing a local training program, be sure to reference the training requirements in Section 1910.147, (7) *Training and Communication*, and use the forms in Attachment 2 that pertain to training.

The periodic inspections of equipment and lockout/tagout procedures can be covered by using the forms in Attachment 2, and referencing Section 1910.147 (6) *Periodic Inspection*. The inspections must be done at least annually.

Mandatory record keeping is included in the regulation requirements.

Local records must show:

1. That the annual inspections have been completed. These records shall identify the machine or equipment on which the energy control procedure was utilized, the date of the inspection, the employees included in the inspection, and the person performing the inspection.
2. That employee training has been accomplished, and is being kept up to date. These records must show each employee's name and dates of training. Any employee retraining must be included with these records.
3. Each energy control procedure (the completed form from Attachment 3).

Where convenient, attach the lockout/tagout procedures to the equipment so it is available to mechanics at all times.

Direct any questions or comments concerning this bulletin to the Maintenance Technical Support Center, P.O. Box 1600, Norman OK 73070-6708; telephone FTS 2000 (405) 573-2123 or toll free (800) 366-4123.



Rex M Gallaher  
Manager  
Maintenance Technical Support Center  
Maintenance Policies and Programs

- Attachments:
1. Written format for Lockout/Tagout Program
  2. Documentation Forms
  3. Lockout/Tagout Procedures Form
  4. Suggested Energy Control Procedures
  5. Common Lockout Devices

**Maintenance**

**Subcontracting**  
**Field Maintenance**  
**Office**

**Grievance**  
**Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

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

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1. Field Maintenance Subcontracting</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2.</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>		ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>		AREA CODE ( )	PHONE (OFFICE) ( )	AREA CODE ( )	PHONE (OTHER) ( )
LOCAL UNION PRESIDENT <b>5.</b>		AREA CODE ( )	PHONE (OFFICE) ( )	AREA CODE ( )	PHONE (OTHER) ( )

WHERE - WHEN		<b>STEP 1 MEETING AND DECISION</b>				MET WITH	
UNIT/SEC/BR/STA/OPC <b>6.</b>	DATE/TIME	USPS REP		GRIEVANT AND/ OR STEWARD			
STEP 1 DECISION BY ( NAME & TITLE ) <b>7.</b>		DATE & TIME		INITIALS		INITIALS ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>		ADDRESS		CITY	STATE	PHONE	
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/>	PTR <input type="checkbox"/>	PTF <input type="checkbox"/>	LEVEL	STEP	DUTY HOURS
JOB # PAY LOCATION (UNIT/ SEC/ BR/ STA/ OPC)		WORK LOCATION CITY AND ZIP CODE				LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>	VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>10.</b>						OFF DAYS Sa Su M T W T F	

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL, ( Art./ Sec.)

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES, L/M MINUTES, ETC

**Article 19, MS-45 Manual, and MMO 21-91**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## **Grievance Number**

---

### **Union Contentions** **[*Field Maintenance Subcontracting*]**

The Postal Service is not privileged to understaff and then to subcontract out work that the Bargaining Unit Employees/Field Maintenance Employees are capable of performing. The Postal Service is obligated to train those employees. The Postal Service did not properly staff and train pursuant to MMO 21-91. Maintenance personnel would have been available had the Postal Service met the staffing criteria. The Postal Service is obligated to establish a plan to include the provision of both scheduled and unscheduled maintenance.

The staffing criteria for Field Maintenance Offices has been based almost entirely on historical data. Although the MS-45 requires that each detached unit have a maintenance plan, very few seem to exist in offices under the jurisdiction of the FMO. The plan that does exist must include provisions for both scheduled and unscheduled maintenance. Unfortunately, much of the work done in the offices under the jurisdiction of the FMO is undocumented.

Grievances must be filed in regards to the Postal Service's failure to fill out the work record sheets (Form 4805) and for the Postal Service's failure to establish a Maintenance Plan as required by the MS-45. MMO 21-91 requires the FMO work subcontracted the previous year be counted when performing the staffing survey for FMO duties. It further requires 10% of the man years to be allocated to modifications, alterations and training.

When requesting copies of the information, also request copies of any correspondence, evidence or documentation of the work being performed in the offices under the jurisdiction of the FMO. Cross reference this information with the FMO staffing grievances filed.

### **REMEDY**

Compensate those Bargaining Unit Employees (who could have and would have performed those duties in dispute) a share of the total amount of hours performed by the contractor(s) at the overtime rate of pay. If the hours performed are not available, pay the cost of the contract minus material to those Bargaining Unit Employees designated by the Union, and all grievants made entirely whole.

**AMERICAN POSTAL WORKERS UNION, AFL CIO**

Grievant / Union <b>APWU</b>	Nature of Allegation <b>Subcontracting of Field Maintenance Duties</b>
---------------------------------	---

\_\_\_\_\_  
Date of Request

To :

Title :

From :

Title :

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

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

- 1. PS-Form 4942, Area Maintenance Office A/P Report**
- 2. PS-Form 8010, Field Maintenance Operation Evaluation**
- 3. PS-Form 8011, Associate Office Evaluation**
- 4. PS-Form 4805, Work Record Sheets**
- 5. PS-Form 4803, Contract Maintenance Cost**

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

**[ ] REQUEST APPROVED**

**[ ] REQUEST DENIED**

\_\_\_\_\_  
( date )

\_\_\_\_\_  
( signed )

# **Maintenance All Non Custodial Staffing**

## **Grievance Worksheet**

**Maintenance Issues Volume 5**



## Purpose of Grievance

The Union should file grievances related to all staffing. The reason is career positions are not being maintained. Furthermore, staffing is based on documents intended to keep machines operational and safe.

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1. Maintenance Staffing MMO-21-91</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2.</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF)	ADDRESS	CITY	STATE	ZIP	
<b>3.</b>					
STEP 2 AUTHORIZED UNION REP (NAME & TITLE)		AREA CODE	PHONE (OFFICE)	AREA CODE	PHONE (OTHER)
<b>4.</b>		( )		( )	
LOCAL UNION PRESIDENT		AREA CODE	PHONE (OFFICE)	AREA CODE	PHONE (OTHER)
<b>5.</b>		( )		( )	

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OFC	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD		
<b>6.</b>					
STEP 1 DECISION BY ( NAME & TITLE )		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION	
<b>7.</b>					
GRIEVANT PERSON OR UNION ( LAST NAME FIRST )	ADDRESS	CITY	STATE	PHONE	
<b>8.</b>					
SOCIAL SECURITY	SERVICE SENIORITY CRAFT	FTR	PTR	PTF	LEVEL
<b>9.</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
JOB # PAY LOCATION ( UNIT / SEC / BR / STA / OFC )		WORK LOCATION CITY AND ZIP CODE		LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>	VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>10.</b>					
<b>11.</b> Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art. / Sec. )					

**Art. 19, ASM Chapter 530, MMO-21-91**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

Establish who, what, when, where, why locally. Then attach the included "UNION CONTENTIONS"

List of attached papers as identified **MAKE SURE YOU LIST ALL DOCUMENTS AND EXHIBITS**

**13.** CORRECTIVE ACTION REQUESTED

**See attached**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## Grievance Number

---

### Union Contentions [*Maintenance Staffing, MMO 21-91*]

MMO-21-91 is a management order that establishes the proper maintenance staffing levels for maintenance capable installations. The Union maintains that management is required to staff an installation in accordance with the criteria set by MMO-21-91. The Union further maintains that MMO-21-91 establishes the amount of maintenance work that must be performed in a Postal installation. The Administrative Support Manual Issue 11 (ASM) states the following:

#### 531.7            **Staffing Requirements and Authorizations**

#### 531.71           **Custodial and Plant Equipment**

##### 531.711        Authorizations

Either headquarters or the area officer authorizes maintenance positions and staffing allowances using current staffing guidelines in appropriate maintenance handbooks and contract maintenance services. The determination to use contract maintenance and/or Postal Service personnel is based on 535.261 for custodial cleaning. \*For plant equipment maintenance, the determination is based on economic justification. \* *currently being challenged by the National APWU.*

##### 531.72           References

Appropriate information can be found as follows:

- a.    *Custodial Requirements.* Use Handbook MS-47, *Housekeeping--Postal Facilities*, for estimating custodial staffing requirements.
- b.    *Plant Equipment Requirements.* Use procedures in Handbook MS-1, *Operation and Maintenance of Real Property*, to estimate building and building equipment maintenance (Postal Service or contract) requirements.

##### 531.72           Postal Equipment

531.721 Guidelines

Calculate **required maintenance staffing** for postal equipment using guidelines in the applicable maintenance handbooks and management orders. Begin with preparing an inventory of all equipment to be maintained and listing tasks **required** of the maintenance workforce. Workhour estimates that have been developed for specific postal equipment are used to estimate total workload and numbers of different skill-level technicians and maintenance personnel **required** to properly support the equipment.

531.722 Maintenance Guidelines

Headquarters Maintenance Policies and Programs prepares performance checklists, detailing preventive maintenance tasks and estimated times **required** by Postal Service personnel \*or contractors to perform the work for most postal equipment. These guidelines are published in maintenance handbooks and maintenance management orders. Total workhours per year **required** to maintain an item of equipment include:

- a. Preventive maintenance time.
- b. Allowance for estimated corrective maintenance time.
- c. Non-productive time.
- d. Time allowance for special access problems.

*\* currently being challenged by the National APWU*

Management at the local level has failed to staff the installation with the proper number of employees as required by the current authorized staffing package. Management has failed to schedule and complete the work that is required by MMO-21-91 and current Handbooks and Manuals.

## REMEDY

Compensate the APWU bargaining unit employees at the appropriate rate, designated by the Union, for all unworked and bypassed hours as set forth in the current authorized staffing package.

## AMERICAN POSTAL WORKERS UNION, AFL CIO

Grievant / Union

Nature of Allegation  
MAINTENANCE STAFFING REQUIREMENTS

Date of Request

To :

Title :

From :

Title :

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

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

1. CURRENT AUTHORIZED STAFFING PACKAGE MM0-21-91.
2. LIST OF ON-ROLLS MAINTENANCE EMPLOYEES BY OCCUPATIONAL GROUP AND LEVEL.
3. LIST OF ALL BYPASSED ROUTES.
4. TOTAL HOURS BYPASSED.
5. TOTAL WORK HOURS USED IN THE LAST YEAR.

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

☐ REQUEST APPROVED

☐ REQUEST DENIED

( date )

( signed )

# **Maintenance Promotion Eligibility Register Update**

## **Grievance Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

The employer and the Union have agreed 37 days is the maximum time allowed in order to update. Local parties must monitor updates and if there are delays file a grievance. An update will assist employees seeking promotions.

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1. PER Update</b>	CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>	INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>	ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>	AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>	AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OFC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD	
STEP 1 DECISION BY (NAME & TITLE) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>	ADDRESS	CITY	STATE	PHONE
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR PTR PTF <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	LEVEL	STEP
JOB # PAY LOCATION (UNIT/ SEC/ BR/ STA/ OFC) <b>10.</b>	WORK LOCATION CITY AND ZIP CODE		LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>	VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art / Sec.)

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

#### Article 38 Section 5 D

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

Establish who, what, when, where, and why locally. See attached union contentions.

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

See attached document

SIGNATURE AND TITLE OF AUTHORIZED UNION REP



## **Grievance Number**

---

### **Union Contentions** **[*PER Update*]**

Article 38.5.D. requires that employees requesting an update shall receive the results of the update no later than 37 days from the date the employee requested an update. Employees that are on the ineligible portion of the P.E.R. must update all failed KSA's within 30 days of gaining additional training, knowledge or experience. Employees on the eligible portion of the P.E.R. may update any KSA which they have gained additional training, knowledge, or experience within the last 30 days. The grievant, having met the requirements for requesting an update, did not receive the results within the 37 days required by Article 38.5.D.

### **REMEDY**

Make the grievant whole for any lost promotions to include differences in level of pay and any out-of-schedule pay where appropriate.

## AMERICAN POSTAL WORKERS UNION, AFL CIO

Grievant / Union

Nature of Allegation  
P.E.R. UPDATES

Date of Request

To :

Title :

From :

Title :

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

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

1. COPY OF REQUEST FOR UPDATE FROM THE GRIEVANT.
2. COPY OF SUPERVISOR'S WRITTEN REQUEST FOR THE TEST, MATERIALS AND REVIEW PANEL & SUPERVISOR REVIEWS.
3. DATE TEST WAS SCHEDULED.
4. DATE REVIEW PANEL HELD.
5. DATE SUPERVISOR COMPLETED EVALUATION.
6. DATE UPDATE MATERIALS WERE SENT TO NTAC.
7. DATE RESULTS WERE RETURNED FROM NTAC.
8. LIST OF ALL PROMOTIONS SINCE THE DATE THE GRIEVANT REQUESTED AN UPDATE.
9. COPY OF CURRENT P.E.R.
10. COPY OF UPDATE RESULTS.

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

☐ REQUEST APPROVED

☐ REQUEST DENIED

( date )

( signed )

# **Maintenance Casual in Lieu Grievance Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

Casual in Lieu issues are extremely important because the employer is replacing career positions or jobs with a non career supplemental workforce.

Unlike some of the other crafts Maintenance Staffing is based on fixed items. Staffing does not fluctuate daily based on mail volume.

Therefore, the union must obtain the staffing documents indicating the number of positions in an office. If staffing is below the authorized level and a casual is working in lieu of full and/or part time regulars in vacant positions you must file a grievance under Articles 19, 8, 9 and 38 of the Collective Bargaining Agreement.

The union steward must know if a casual employee is working and why the casual is in the workforce in order to determine if there is a grievance to file.

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1. Casual in Lieu</b>	CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>	INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>	ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>	AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>	AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OPC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD	
STEP 1 DECISION BY ( NAME & TITLE ) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>	ADDRESS	CITY	STATE	PHONE
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/>	PTR <input type="checkbox"/>	PTF <input type="checkbox"/>
		LEVEL	STEP	DUTY HOURS
				OFF DAYS <b>Sa Su M T W T F</b>
JOB # PAY LOCATION (UNIT/ SEC/ BR/ STA/ OPC) <b>10.</b>	WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>
				VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art. / Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

#### Article 7.1

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## Grievance Number

---

### Union Contentions [*Casuals in Lieu*]

Management at the local level has failed to staff the installation with the proper number of full-time and part-time employees as required by the current authorized staffing package. Work hours contained in the staffing document are career workhours and are not supplemental workhours that would be available for casual employees.

#### Article 7.1. Definition Use

- A. Regular Work Force. The regular work force shall be comprised of two categories of employees which are as follows:
  - 1. Full-Time. Employees five (5) eight (8) hour days in a service week.
  - 2. Part-Time. Employees in this category shall be hired pursuant to such procedures as the employer may establish and shall be assigned to a regular schedule consisting of less than forty (40) hours in a service week, or shall be available to work flexible hours as assigned by the employer during the course of a service week.
- B. Supplemental Work Force.
  - 1. The supplemental work force shall be comprised of casual employees. Casual employees are those who may be utilized as a limited term supplemental work force, but may not be employed in lieu of full or part-time employees.

The MS-47 Handbook establishes staffing and work hour requirements for custodial cleaning services in postal installations. MMO-21-91 is a management order that establishes the proper maintenance staffing levels for maintenance capable installations. The Union maintains that management is required to staff an installation in accordance with the criteria set by MMO-21-91 and MS-47. The Union further maintains that MMO-21-91 and the MS-47 establishes the amount of maintenance work that must be performed in a Postal installation. The Administrative

Support Manual Issue 11 (ASM) states the following:

531.7           **Staffing Requirements and Authorizations**

531.71           **Custodial and Plant Equipment**

531.711          **Authorizations**

Either Headquarters or the area office authorizes maintenance positions and staffing allowances using current staffing guidelines in appropriate maintenance handbooks and contract maintenance services. The determination to use contract maintenance and/or Postal Service personnel is based on 535.261 for custodial cleaning. For plant equipment maintenance, the determination is based \* on economic justification. \* *currently being challenged by the National APWU*

531.712          **References**

Appropriate information can be found as follows:

- a.   *Custodial Requirements.* Use Handbook MS-47, *Housekeeping--Postal Facilities*, for estimating custodial staffing requirements.
- b.   *Plant Equipment Requirements.* Use procedures in Handbook MS-1, *Operation and Maintenance of Real Property*, to estimate building and building equipment maintenance (Postal Service or contract) **requirements**.

531.72           **Postal Equipment**

531.721          **Guidelines**

Calculate **required maintenance staffing** for postal equipment using guidelines in the applicable maintenance handbooks and maintenance management orders. Begin with preparing an inventory of all equipment to be maintained and listing tasks **required** of the maintenance workforce. Workhour estimates that have been developed for specific postal equipment are used to estimate total workload and number of different skill-level technicians and maintenance personnel **required** to properly support the equipment.

531.722

### **Maintenance Guidelines**

Headquarters Maintenance Policies and Programs prepares performance checklists, dealing with preventive maintenance tasks and estimated times **required** by Postal Service personnel \* or contractors to perform the work for most postal equipment. These guidelines are published in maintenance handbooks and maintenance management orders. Total workhours per year **required** to maintain an item of equipment include:

- a. Preventive maintenance time.
- b. Allowance for estimated corrective maintenance time.
- c. Non-productive time.
- d. Time allowance for special access problems.

*\* currently being challenged by the National APWU*

### **REMEDY**

Compensate, at the overtime rate, the APWU bargaining unit employees, designated by the Union, for all hours worked by casual employees.



## AMERICAN POSTAL WORKERS UNION, AFL CIO

Grievant / Union	Nature of Allegation <b>CASUALS HIRED IN LIEU OF FULL-TIME OR PART-TIME</b>
------------------	--

\_\_\_\_\_  
Date of Request

To :

Title :

From :

Title :

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

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

1. LIST OF ALL CASUALS BY DATE HIRED.
2. CURRENT STAFFING PACKAGE MMO-21-91.
3. CURRENT STAFFING PACKAGE MS-47.
4. LIST OF ON ROLLS MAINTENANCE EMPLOYEES BY OCCUPATIONAL GROUP AND LEVEL.
5. LIST OF ANY MAINTENANCE EMPLOYEES ON LONG TERM ABSENCES BY DATE OF ABSENCE.
6. LIST OF ANY MAINTENANCE EMPLOYEES ON LONG TERM SUSPENSIONS OR PENDING REMOVALS.
7. IDENTIFY ANY SUPPLEMENTAL WORK NOT INCLUDED IN ANY OF THE STAFFING DOCUMENTS.

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

☐ **REQUEST APPROVED**

☐ **REQUEST DENIED**

\_\_\_\_\_  
( date )

\_\_\_\_\_  
( signed )

# **Maintenance**

**Custodian  
4776 Routes**

## **Grievance Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

The employers in many locations do not assign custodians routes. The employer does not want routes because the routes reflect work a custodian should perform.

The Union should seek routes because routes ensure custodial work is being done. This will also help ensure the building is clean.

# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1. Custodial Route Sheets</b>	CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>	INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>	ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>	AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>	AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OPC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD	
STEP 1 DECISION BY ( NAME & TITLE ) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>		ADDRESS	CITY	STATE PHONE
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/>	PTR <input type="checkbox"/>	PTF <input type="checkbox"/>
		LEVEL	STEP	DUTY HOURS
				OFF DAYS <b>Sa Su M T W T F</b>
JOB # PAY LOCATION (UNIT/ SEC/BR/STA/OPC) <b>10.</b>		WORK LOCATION CITY AND ZIP CODE		LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>
				VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art / Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 5 and 19, and MS 47 Manual**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## **Grievance Number**

---

### **Union Contentions** **[*Custodial Route Sheets, 4776*]**

Management is obligated to follow the instructions of the MS-47 per transmittal letter dated June 1, 1983.

In accordance with the MS-47, it is the responsibility of the postmaster/manager of a postal facility to assure the custodial maintenance is sustained at a satisfactory level. When making 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 principle concern.

### **MS-47 - Chapter 3 Scheduling Custodial Personnel**

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

Form 4776, Preventive-Custodial Maintenance Route. 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.

### **REMEDY**

The Postal Service will establish and utilize custodial route sheets in accordance with the MS-47.

## AMERICAN POSTAL WORKERS UNION, AFL CIO

Grievant / Union <b>APWU</b>	Nature of Allegation <b>Custodial Route Sheets</b>
---------------------------------	---

\_\_\_\_\_  
Date of Request

To :

Title :

From :

Title :

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

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

1. Copies of PS Form 4776 Routes
2. Copies of document custodian uses for cleaning assignment
3. Copies of MARS Cards

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

**[ ] REQUEST APPROVED**

**[ ] REQUEST DENIED**

\_\_\_\_\_  
( date )

\_\_\_\_\_  
( signed )

**Maintenance**  
**Custodial**  
**Crossing Occupational**  
**Groups and Levels**  
**(Highbay Cleaning)**

**Grievance**  
**Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

The BMC has a document known as the 1979 Interim BMC Staffing Documents. The document allows some mixed work in the area of highbay cleaning. The local parties must determine the areas assigned to the custodians (PS-3) or to other higher level maintenance employees. In addition, these hours should be noted on the custodian and other maintenance staffing documents.



# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1. Highbay Cleaning</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF)	ADDRESS	CITY	STATE	ZIP	
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>3.</b>		AREA CODE	PHONE (OFFICE)	AREA CODE	PHONE (OTHER)
<b>4.</b>		( )		( )	
LOCAL UNION PRESIDENT		AREA CODE	PHONE (OFFICE)	AREA CODE	PHONE (OTHER)
<b>5.</b>		( )		( )	

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OPC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/ OR STEWARD		
STEP 1 DECISION BY ( NAME & TITLE ) <b>7.</b>		DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION	
GRIEVANT PERSON OR UNION (LAST NAME FIRST)	ADDRESS	CITY	STATE	PHONE	
<b>8.</b>					
SOCIAL SECURITY	SERVICE SENIORITY CRAFT	FTR	PTR	PTF	LEVEL
<b>9.</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
JOB # PAY LOCATION (UNIT/ SEC/ BR/ STA/ OPC)	WORK LOCATION CITY AND ZIP CODE			DUTY HOURS	OFF DAYS
<b>10.</b>				LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>	VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL , ( Art. / Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 7.2, 19, and Interim BMC Guidelines**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions.**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## **Grievance Number**

---

### **Union Contentions [HIGH BAY CLEANING]**

The Union is contending that this is a unilateral condition, management in the past did have the custodial craft employees perform highbay cleaning and now is attempting to establish that this work belongs to the MPE's.

#### **1979 Interim BMC Staffing Guidelines**

##### **Item 4; High Cleaning**

The allowances provided herein for high cleaning are intended to include structural cleaning, cleaning of highbay lighting and that portion of mechanization which can be cleaned by custodial personnel. It should be noted that any cleaning which requires climbing; such as on belts, deflectors or slides will be accomplished by mechanics. Cleaning which can be accomplished from floor areas, catwalks, platforms, or approved lifts will be accomplished by custodians.

#### **REMEDY**

The Union and management will meet and attempt to establish the areas of cleaning and the intent of the language in the 1979 Interim BMC Staffing Guidelines and all grievants be made entirely whole to include compensation of all hours lost by the custodians due to management allowing the MPE's to perform highbay cleaning.

## AMERICAN POSTAL WORKERS UNION, AFL CIO

Grievant / Union <b>APWU</b>	Nature of Allegation <b>Highbay Cleaning</b>
---------------------------------	---

\_\_\_\_\_  
Date of Request

To :

Title :

From :

Title :

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

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

1. Copies of PS Form 4776 Routes
2. Copies of document custodian uses for cleaning assignment highbay
3. Copies of MARS Cards
4. Copy of work order assigning highbay cleaning
5. Copy of Maintenance Authorized Staffing levels ( all occupational groups and levels)

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

☐ **REQUEST APPROVED**

☐ **REQUEST DENIED**

\_\_\_\_\_  
( date )

\_\_\_\_\_  
( signed )

# **Maintenance**

## **Crossing Occupational Groups and Levels (MWR Program)**

# **Grievance Worksheet**

**Maintenance Issues Volume 5**

## Purpose of Grievance

The Union files crossing occupational group and level grievances because the employer, through a program known as the Maintenance Workforce Realignment Program, seeks to downgrade levels of employees performing a task.

Levels of work are not assigned based on the equipment being worked on rather assignments are based on the task being performed. This task must be related to the employee's job description as set forth in the EL-201.

The Union needs to know all the occupational groups and levels involved, most of all what work was done in order to determine if there is an occupational group and level violation.

The Local Union needs a copy of all Maintenance Job Descriptions in an Installation.

## Purpose of Grievance

The Maintenance Council meeting in Washington, DC, December 19 and 20, 1995, has attempted to give clarification and further direction to the position of the Maintenance Division on issues involving the distinctions between our occupational groups. In light of the revisions that have been made to the various position descriptions, we have the task of redefining the application of Article 7, Section 2, of the National Agreement. Certain of the specifics we have used in the past in addressing cross-occupational group issues have become irrelevant in light of these changes; however, aside from the obvious, previously issued guidelines on pursuing these issues (such as the American Postal Workers Union Maintenance Division, Article 7, Section 2, Grievance Handbook) are supplemented, not replaced, by the following discussion.

The Electronic Technician, PS-09, occupational group encompasses, for purpose of application of Article 7, Section 2, the functional purpose and duties and responsibilities of its position description as well as the duties and responsibilities of the Mail Processing Equipment Maintenance Mechanic, PS-07, Maintenance Mechanic, PS-05, and Maintenance Mechanic, PS-04, position descriptions, as they pertain to mail processing and customer service equipment. Its inclusion of work on building equipment is limited to servicing the computer employed in an HVAC monitoring system.

The Mail Processing Equipment Maintenance Mechanic, PS-07, occupational group encompasses, for purpose of application of Article 7, Section 2, the functional purpose and duties and responsibilities of its position description as well as the duties and responsibilities of the Maintenance Mechanic, PS-05, and Maintenance Mechanic, PS-04, position descriptions, as they pertain to mail processing equipment. Its inclusion of work on building and building equipment is limited to preventive maintenance inspections of building and building equipment. Consistent with question and answer #29 of the 12-2-93 Q & A document, "It is not anticipated the MPE-7 will perform building work where BEM-7's are assigned to a facility."

The Building Equipment Mechanic, PS-07, occupational group encompasses, for purpose of application of Article 7, Section 2, the functional purpose and duties and responsibilities of its position description as well as the duties and responsibilities of the Maintenance Mechanic, PS-05, and Maintenance Mechanic, PS-04, position descriptions, as they pertain to building, building equipment and building systems.

The Maintenance Mechanic, PS-05, occupational group encompasses, for purposes of application of Article 7, Section 2, the functional purpose and duties and responsibilities of its position description as well as the duties and responsibilities of the Maintenance Mechanic, PS-04, position description.

In accordance with the "Job Consolidation Agreement" of October 18, 1993, the duties and responsibilities of the job description eliminated, in favor of the above listed occupational groups, must be referenced for the full definition and limitation of each respective occupational group.

Without making an attempt to be all inclusive or fully comprehensive in defining the distinctions between each occupational group and the higher level occupational groups, the following criteria are offered as some of the most clearly definable and significant distinctions. Consistent with the position descriptions and qualification standards for each occupational group, for the purpose of application of Article 7, Section 2, the occupational groups are defined and limited in part as follows:

The Maintenance Mechanic, PS-04, occupational group excludes, a) Independent performance of preventive, corrective and predictive maintenance tasks that require the knowledge, skills and abilities appropriate to higher level occupational groups, but which are not listed in the qualification standard for the Maintenance Mechanic, PS-04.

The Maintenance Mechanic, PS-05, occupational group excludes, a) Independent performance of preventive, corrective, and predictive maintenance tasks on mail processing equipment that require knowledge of machine operation such as

safety considerations, start-up, shut-down and operating characteristics (ref. KSA 7, EL-303). b) Independent performance of preventive, corrective, and predictive maintenance tasks on buildings and building equipment that require knowledge, skills and abilities defined by KSAs 12 and 13.

The Mail Processing Equipment Maintenance Mechanic, PS-07, occupational group excludes, a) Performance of diagnostics, troubleshooting and preventive, corrective and predictive maintenance tasks that require knowledge, skills and abilities defined by KSAs 4 and 6. These KSAs distinguish work in digital electronics and the use of computers from work in basic electronic circuits.



# AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

## STEP 2 GRIEVANCE APPEAL FORM

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) <b>1 Crossing Occupational Group &amp; Level</b>		CRAFT <b>Maintenance</b>	DATE	LOCAL GRIEVANCE #	USPS GRIEVANCE #
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) <b>2</b>		INSTALLATION/SEC.CEN/BMC			PHONE
FROM LOCAL UNION (NAME OF) <b>3.</b>		ADDRESS	CITY	STATE	ZIP
STEP 2 AUTHORIZED UNION REP (NAME & TITLE) <b>4.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)
LOCAL UNION PRESIDENT <b>5.</b>		AREA CODE ( )	PHONE (OFFICE)	AREA CODE ( )	PHONE (OTHER)

WHERE - WHEN

### STEP 1 MEETING AND DECISION

MET WITH

UNIT/SEC/BR/STA/OFC <b>6.</b>	DATE/TIME	USPS REP	GRIEVANT AND/OR STEWARD		
STEP 1 DECISION BY (NAME & TITLE) <b>7.</b>			DATE & TIME	INITIALS	INITIALS ONLY VERIFIES DATE OF DECISION
GRIEVANT PERSON OR UNION (LAST NAME FIRST) <b>8.</b>		ADDRESS	CITY	STATE	PHONE
SOCIAL SECURITY <b>9.</b>	SERVICE SENIORITY CRAFT	FTR <input type="checkbox"/>	PTR <input type="checkbox"/>	PTF <input type="checkbox"/>	LEVEL
		STEP		DUTY HOURS	OFF DAYS Sa Su M T W T F
JOB # PAY LOCATION (UNIT/ SEC/ BR/ STA/ OFC) <b>10.</b>		WORK LOCATION CITY AND ZIP CODE			LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>
					VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

**11.** Pursuant to article 15 of the National Agreement we hereby appeal to Step 2 the following Grievances Alleging a Violation of ( but not limited to ) the following : NATIONAL, ( Art./ Sec. )

LOCAL MEMO ( ART / SEC ) OTHER MANUALS, POLICIES , L/M MINUTES, ETC

**Article 7.2, 8, 19, 25, and 38.**

**12** DETAILED STATEMENT OF FACTS / CONTENTIONS OF THE GRIEVANT

**Establish who, what, when, where, and why locally. See attached union contentions**

List of attached papers as identified **List all attached documents**

**13.** CORRECTIVE ACTION REQUESTED

**See attached document**

SIGNATURE AND TITLE OF AUTHORIZED UNION REP

## Grievance Number

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### **Union Contentions** **[ *Crossing Occupational Groups and Levels* ]** **[Maintenance Workforce Realignment Program]**

The Union maintains that work assignments must be consistent with qualification standards and job descriptions. Both the qualification standards and job descriptions are contained in Postal Service Handbooks or Manuals, the EL 201 and 303 respectively.

Article 7.2.A restricts management's ability to combine work from different levels, crafts and occupational groups. This can only be done if certain conditions are present. Those conditions are contained in 7.2.B and C. Article 38 Section 2 provides the definition of Occupational Group.

Management violated the above contractual provisions. The conditions of Article 7.2.B and C were not met.

Recently the Postal Service has been sending their managers to classes to teach them how to implement changes in the manner in which they maintain equipment in postal facilities. Under the name of Maintenance Work Force Realignment Program, your managers are being taught that this Union has somehow agreed to the things that you are being told. Nothing could be further from the truth. Many managers are telling our members that the Union agrees that employees can work across occupational groups or levels. The attached grievance guide sets out the Union's position on what work can be assigned to what level and provides guides in helping you to file the appropriate grievances.

The Union does not agree that Maintenance Mechanics Level 5 can be assigned to perform preventive maintenance on automated mail processing equipment. The Union does not agree that an MPE-7 can be assigned to use a computer to perform diagnostics or to troubleshoot a piece of equipment. The Union has not agreed that the MPE-7 is the proper level to provide support for the CSBCS. The Union did not agree to relax or otherwise modify Article 7, which prohibits the crossing of crafts, occupational groups or levels.

Management may tell you that the MPE-7 job description includes electronics in it, but the qualification standard defines the degree of skill necessary to perform the duties in the job description. The MPE-7 qual standard refers to solid state

electronics. The Electronic Technician qual standard includes knowledge of digital electronics, knowledge of basic computer concepts, and as a desirable component, ability to use informational retrieval systems.

The attached grievance guides are intended to assist you in filing the appropriate grievances. Arbitrators have consistently ruled that to determine the appropriate level to perform a piece of work you must match the job description.

In 1993 the APWU and USPS entered into an agreement now known as the Job Consolidation Memo. The conditions of the memo provided for the consolidation and elimination of a number of maintenance positions that were deemed antiquated. Examples of these maintenance positions include: Oiler, Scale Mechanic, Stationary Engineer, etc. Also resulting from the memo was the upgrading of all MPE level 6 positions to MPE level 7 and Electronic Technician level 8 to level 9. Engineman level 6 positions were also upgraded to the BEM level 7 position. The letter from the Postal Service assigning grade levels to equipment was rescinded.

In July of 1995, the Postal Service sent correspondence to the field offices under the subject of: Maintenance Work Force Realignment. In this letter, the Postal Service outlines instructions for the make up of grade levels for staffing Maintenance employees in installations. It is clear from the language of the letter that the Postal Service and APWU have a disagreement on the meaning of various items contained in the job consolidation memo. For example, the job consolidation memo talks about maintenance positions now being able to perform an expanded set of duties. The job descriptions which were eliminated had their duties and responsibilities included in the new or remaining job descriptions. While the memo provided for expanded duties, having level 4 and 5 mechanics perform many portions of the preventative maintenance on automated mail processing equipment is taking the memo out of context. (The rationale behind expanded duties, was to capture the work previously performed by the now defunct job titles. This was an effort to avoid sub-contracting, pure and simple.)

The Maintenance Division is providing this material for use by Locals because it is anticipated that Article 7.2 grievances will again become prevalent. One of the key problems caused by management's interpretation of the job descriptions is the use of lower level employees performing preventative maintenance on automated mail processing equipment. The Postal Service appears to be advising the field offices that they can now decrease the number of higher level positions and increase the number of level 4 and 5 employees. This is where APWU parts company with the Postal Service.

The information and materials in this packet are intended to assist Locals with enforcing the National Agreement. Article 7.2 continues to be a strong tool for our use. The language is clear and unambiguous as defined by numerous arbitrations. During job consolidation discussions, the USPS attempted to reduce Article 7 disputes. APWU made it clear that Article 7 was NOT being changed. Changes to Article 7 could only be done at the bargaining table. However, by reducing the number of job descriptions, the potential for Article 7 violations is reduced. Prior to consolidation, we grieved most often under 7.2 for work assignments across pay levels. Now we will need to shift the focus from pay level only to occupational group and level for each task performed.

Sufficient arbitration history already exists for Article 7.2 violations. We do not need to prove that crossing occupational group and levels is a violation. We are not going to focus on duties and/or tasks being assigned that are outside the scope of the intended duties and functional purpose for a particular grade level, such as the level 4 and 5 maintenance mechanics.

Included in this version of the Article 7.2 handbook will be portions of the Bloch and Mittenenthal awards which are National level arbitration decisions, some quotes from regional arbitrators concerning Article 7.2, and sample or template grievances. These templates provide the contentions and remedy. Locals only need provide facts such as who performed the work in question, for how long, who should have performed the work, etc.

In summary, this handbook is a revised edition of our previous grievance handbook Article 7.2. APWU Maintenance Division will continue to make this type of information and material available to Locals as the need arises.

#### Maintenance Mechanic 4

The Maintenance Mechanic 4 job description and qualification standard does not support the use of this position for independent work on automated mail processing equipment. The functional purpose of MM-4 is "Independently performs a variety of low technical and semiskilled tasks in various trades and crafts; and assists higher level maintenance employees in the performance of preventive, corrective and predictive maintenance tasks, that require additional knowledge, skills and abilities." A MM-4 performing the most basic preventative maintenance, if it is not under the direction of one or more skilled employees violates the National Agreement. In summary, a MM-4 mechanic should not be assigned preventative or corrective maintenance while working alone. The types of equipment identified in #4 of the level 4 job description include: conveyors, containers and things of this nature.

#### \_\_\_\_\_Maintenance Mechanic 5

This position may be used with higher level employees to perform maintenance on automated equipment. Without either higher level employees or clearly written instructions in hard copy or electronic format, the MM-5 is not intended for independent work nor preventive maintenance on automated mail processing equipment. The functional purpose of a MM-5 is “Independently performs semiskilled preventive, corrective and predictive maintenance tasks associated with the upkeep and operation of various types of mail processing, buildings and building equipment, customer service and delivery equipment.” The equipment listed in number 3 of the MM-5 job description does not identify automated mail processing equipment. This equipment is more closely associated with items such as conveyors, tray transport systems, mail processing belts, and the like. A route sheet or a checklist should not be considered clearly written instructions. Route sheets and checklists inform employees of what has to be done and in what order, however they do not instruct employees on how to perform the task. A MM-5 working alone performing either preventative or corrective maintenance is a violation of the National Agreement.

#### \_\_\_\_\_Maintenance Mechanic-Mail Processing Equipment 7

The MPE-7 can perform corrective and preventative maintenance independent of higher level employees on mail processing equipment. This occupational group can perform a wide variety of tasks including those on automated mail processing equipment. The functional purpose of a MPE-7 is “Performs complex troubleshooting and maintenance work throughout the system of mail processing equipment; performs preventive maintenance inspections of mail processing equipment, building and building equipment.” The MPE-7 is restricted from those tasks involving computer diagnostics. Work involving computer diagnostics and software are limited to those employees in the Electronic Technician occupational group. If an MPE-7 is assigned to work involving computer diagnostics it is a violation of the National Agreement.

The following is a breakdown and a brief explanation of the language and why each particular article is cited:

#### Article 7: Employee Classifications:

Article 7 is cited in the grievance primarily focusing on section 2, Employment and Work Assignments. Article 7.2.A. restricts management’s ability to combine work from different levels, crafts and occupational groups. This can only be done if certain conditions are present. Those conditions are contained in Article 7.2.B and C. When the employer assigns higher level work to lower level employees we cite

Article 7.2. and demonstrate that the conditions contained in Article 7.2.B and C are not present.

Article 8: Hours of Work:

Article 8 provides for the rate of pay after 8 hours per day or 40 hours per week. Simply put, Article 8 is included in the grievance for the remedy portion. The conditions required in Article 7.2 would require Management to maximize an occupational group before assigning another occupational group to the work in question.

Article 19: Handbooks and Manuals:

The Union maintains that this work assignment is not consistent with qualification standards and job descriptions. Both the qualification standards and job descriptions are contained in Postal Service Handbooks or Manuals, the EL 201 and 303 respectively.

Article 25: Higher Level Assignments:

If an employee is working across occupational group lines, and the work in question is a higher wage level than the employee who performed the work in question, this violates Article 25. The employee should receive the appropriate level of pay for the work performed.

Article 38: Maintenance Craft:

Article 38 Section 2.G. defines Occupation Group. The Union maintains that these assignments are in violation of occupational groups and levels as described by Article 38 Section 2.G.

Arbitrator: Bloch/H8S-5F-C 8027

“Taken together, these provisions support the inference that **management’s right to cross craft lines is substantially limited**. The exceptions to the requirement of observing the boundaries arise in situations that are not only unusual but also reasonably unforeseeable. There is no reason to find that the parties intended to give management discretion to schedule across craft lines merely to maximize efficient personnel usage; this is not what the parties have bargained. That an assignment across craft lines might enable Management to avoid overtime in another group... **is not, by itself, a contractually sound reason**. It must be shown either that there “was insufficient work” for the classification or, alternatively, that work was “exceptionally heavy” in one occupational group and light as well, in another...the reasonable intent of this language (paragraphs B and C is) ...not to

provide means by which the separation of crafts may be routinely ignored but rather to provide the employer with certain **limited flexibility in the face of pressing circumstances.** \_ [Arbitrator Mittenthal in case A8-E-1157 would rely heavily on the above case in ruling substantially the same way as Bloch.]

**Arbitrator: Marlatt/S7T-3E-C 17905**

“The Postal Service has cited no authority to the contrary, and since the precedent appears well established, I must conclude that Article 25 does not permit higher-level details in the Maintenance Craft across occupational group lines unless the Postal Service can establish the existence of one or more of the specific exceptions set out in article 7.2B or 7.2C.”

**Arbitrator: Martin/C4T-4H-C 9446**

“If read by itself, Article 25.4 certainly appears to justify the assignment made by management. The question presented, and the only one, is whether Article 7.2 is a restriction on the rights of management under article 25.4. In National Arbitration A8-E 1157 [Note: the case was renumbered H8C-2F-C 7406 at the National Level] Mittenthal quoting Bloch, the finding was made that article 7.2B and C are the only justifications for violating the proscription in Article 7.2. That award refers to cross-craft assignments, but it is obvious that cross occupational group assignment is concluded {sic}, because of the first sentence of Article 7.2A.”

**Arbitrator: McAllister/C4T-4K-C 4832**

I find it would be totally inconsistent not to apply the same proscriptions to work in different occupational groups and levels as are applied to cross craft assignments.”

**REMEDY**

Compensate the bargaining unit APWU Maintenance Craft employees designated by the Union for all hours in question worked by lower level employees. Compensate at the appropriate overtime rate. Compensate the lower level Maintenance Craft employees who performed the work in question at the proper higher level pay.

## AMERICAN POSTAL WORKERS UNION, AFL CIO

Grievant / Union  
**APWU**

Nature of Allegation  
**Crossing Occupational Groups and Level (MFRP)**

\_\_\_\_\_  
Date of Request

To :

Title :

From :

Title :

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

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

- 1. Copy of job descriptions of employees involved**
- 2. Copy of work order or route**
- 3. Number of hours worked**
- 4. Maintenance Complement for all occupational groups and level**
- 5. 1723 Assignment order if issued**

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

**[ ] REQUEST APPROVED**

**[ ] REQUEST DENIED**

\_\_\_\_\_  
( date )

\_\_\_\_\_  
( signed )



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*Nat'l APWU Assistant Maintenance Director A*

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\* \* \* \* \*

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