Custodial Duty Assignments & Higher Level Issues



September 12, 2000

DISTRICT MANAGERS PLANT MANAGERS

SUBJECT: Lamping Policy and Procedures

As a result of recent inquines from field and area offices, the following policy clarification guides field units in replacing lamps in lighting fixtures.

Fluorescent and incandescent lamps may be replaced by PS-2 and RS-3 Custodians. PS-2 Custodians may only perform this work from floor level, while the PS-3 Custodians may work from the floor, ladders, scaffolding and non-powered lift platforms. When powered lift platforms that require a Certificate of Familiarization and Safe Operation are operated. PS-3 Custodians are to be paid at the level 4 rate for the time spent actually operating the powered lift platform. Normally, Lockout/Tagout procedures are not required to perform routine replacement of burned out lamps.

For other types of lighting, such as: High Intensity Discharge (HID), Low or High Pressure Sodium, etc., local management should consult maintenance or safety personnel to determine the position description and any special procedures required. With the number of makes and models of these fixtures, along with the procedures necessary to access the lamps, a specific, national policy cannot adequately address all potential situations.

Other electrical repairs may NOT be performed by PS-2 or PS-3 Custodians. Use qualified postal maintenance employees or a contractor. Contact the maintenance organization serving your facility to determine the appropriate procedures.

Please forward this memorandum to installation heads in facilities, which have custodians.

Requests for further assistance in the area of Building Services, Building Equipment, or Safety may be directed to Wade Raines at 703/280-7896 or Tom Duchesne at 703/280-7872.

J. Gerard Bohan Manager Maintenance Policies and Programs

Managers, Maintenance Support, Area Offices
 Managers, In-Plant Support, Area Offices
 Managers, Operations Support, Area Offices
 William J. Dowling, Sam Pulcrano, Jerry A. Jones, Thomas J. Valenti, Rex Gallaher

6403 LEE HIGHWAY MERRIELE VA 22082-8101



January 24, 1983

Mr. Richard I. Wevodau Director, Naintenance Division American Postal Workers Union, AFL-CIO 817 - 14th Street, N.W. Washington, D.C. 20005

> Re: E. Turner Fresno, CA 93706 ElT-5E-C 7163

Dear Mr. Wevodau:

On January 18, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

This grievance involved a request for higher level pay for a level 3 custodial laborer who operates a battery-powered riding sweeper.

During our discussion, we agreed to resolve this case based on our finding no entitlement to higher level pay. We also agreed that operation of the sweeper by a level 4 employee does not entitle lower level employees to higher level pay.

Please sign and return the enclosed copy of this deci-ion as your acknowledgment of agreement to resolve this case.

Sincerely,

Margaret H. Oliver Labor Delations Department

Richard I. Wevodau Director, Maintenance Division American Postal Workers Union, AFL-CIO

DEC 13 1955

ATT STORES



UNITED STATES POSTAL SERVICE 475 L'Enfant Plaza, SW

Washington, DC 20260

DEC 1 2 1985

Mr. Thomas A. Neill Industrial Relations Director American Postal Workers Union, AFL-CIO 817 14th Street, N.W. Washington, D.C. 20005-3399

COUNTESYOF GARY KLOEPFER, NBA AMERICAN POSTAL WORKERS UNION 7211 NORTH MAIN STREET, SUITE 4 DAYTON, OHIO 45415

Dear Mr. Neill:

On September 10 we met in prearbitration discussion of HIT-5H-C 29378, Woodland, California. The question in this grievance is whether custodians with SF-46s should be paid higher level pay while driving postal vehicles to the

. It was mutually agreed to full settlement of this case as

Lower level employees performing any duties requiring an SF-46 will be paid at PS-4 rate of pay.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing HIT-5H-C 29378 from the pending national arbitration listing.

\_Sincerely,

Frank M. Dyer

Labør Relations Specialist Arbitration Division Labor Relations Department Thomas A.

3.26.86 (Date)

Industrial Relations Director American Postal Workers Union, AFL-CIO

Enclosure

LABOR RELATIONS



Mr. Edgar Williams Assistant Director, Maintenance Division American Postal Workers Union, AFL-CIO 1300 L Street NW Washington, DC 20005-4128

> Re: G94T-1G-C 97077490 Class Action Houston, TX 77201-9511

Dear Mr. Williams:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement when it assigned custodial duties and responsibilities.

After reviewing this matter, the parties agree that no national interpretive issue is fairly presented in this case. The parties further agree that Level 03 compensation is appropriate for custodians while operating power driven equipment such as buffers and scrubbing machines.

Accordingly, the parties mutually agree to remand this case to the local parties for application of the above language and appropriate monetary remedy.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,

Larry J. Leehans Labor Relations Specialist Grievance and Arbitration

Edgar Williams

. . .

Assistant Director, Maintenance Division American Postal Workers Union, AFL-CIO

Date:

475 L'ENFANT PLAZA SW WASHINGTON DC 20260-4100 LABOR RELATIONS



Mr. Bobby Donelson National Maintenance Representative-at-Large American Postal Workers Union, AFL-CIO 1300 L Streat NW Washington DC 20005-4128

> Re: D94T-1D-C 97084381 R. Williamson London KY. 40741-9998

Dear Mr. Donelson:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management is required to maintain custodial staffing hours in the absence of the regular custodian?

After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case.

Furthermore, the National Gamser Award A8-NA 0375 is both controlling and applicable to this issue.

Accordingly, we agreed to remand this case to the parties at Step 3 for possible application of this award, or for further processing including arbitration, if appropriate.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely

Oscár Ochoa Grievance and Arbitration Labor Relations

Bothy Donel

Bobby Donelson National Maintenance Representative-At-Large American Postal Workers Union, AFL-CIO

Date:

475 L'ENFANT PLAZA SW WASHINGTON DC 20260-4100 LABOR RELATIONS



Mr. Edgar Williams Assistant Director Maintenance Craft American Postal Workers Union, AFL-CIO 1300 L Street, NW Washington, DC 20005-4128

> RE: B90T-4B-C 93015581 CLASS ACTION Providence RI 02904-9998

Dear Mr. Williams:

Recently, we met to discuss the above captioned grievance at the fourth step of our contractual grievance procedure.

This issue in this grievance is whether management was hiring casual employees in lieu of career employees.

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. The parties agree that management is required under Section 116 of the MS-47 Handbook to maintain the level of custodial staffing once that staffing level has been determined in accordance with the procedures contained in the MS-47. This has been articulated in Step 4 grievance H7T-3A-C 8445 (attached).

Accordingly, we agreed to remand this case to the stage of the arbitration process prior to this grievance being appealed to Step 4.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,

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Rodney J. Lambson Labor Relations Specialist Grievance and Arbitration

Edgar Williams Assistant Director, Maintenance Craft American Postal Workers Union, AFL-CIO

Date:

475 L'Enfant Plaza SW Washington DC 20260-4100



EMPLOYEE AND LABOR RELATIONS GROUP Washington, DC 20260

Fue 1

Mr. Richard I. Wevodau Executive Vice President Maintenance Craft American Postal Workers Union, AFL-CIO 817 - 14th Street, NW Washington, DC 20005

> Re: J. Baldino Burbank, CA AC-W-9052/W1695-76A APWU 9052

Dear Mr. Wevodau:

On December 1, 1976, we met with you to discuss the abovecaptioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

This settlement is without precedent and without prejudice to the position of either party, it may not be cited by either party in any future grievance, hearing, arbitration or for any other purpose.

We agreed to settle this grievance by granting the grievant level 4, higher level, compensation while driving a vehicle to transport supplies between stations and the main office and shuttling vehicles to and from the sectional center. The employee will be compensated at the higher rate for the time actually spent performing such driving duties beginning 14 days prior to the date of filing at Step 1.

Please sign the attached copy of this letter as your acknowledgement of the agreed to settlement.

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Robert B. Hubbell Labor Relations Department

Winday

Richard I. Wevodau Executive Vice President Maintenance Craft American Postal Workers Union, AFL-CIO

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UNITED STATES POSTAL SERVICE Labor Relations Department 475 L'Enfant Plaza, SW Washington, DC 20260-4100

December 12, 1986

Mr. Richard I. Wevodau Director, Maintenance Division American Postal Workers Union, AFL-CIO 817 - 14th Street, N.W. Washington, D.C. 20005-3399

Dear Mr. Wevodau:

This is in response to your letter concerning higher level pay for Laborers, Custodial, PS-3, on any occasion they operate battery powered forklifts and other powered industrial equipment.

In your letter you referenced my May 13 memorandum directing the payment of higher level pay at the level 5 rate to Mail Handlers, PS-4, when they operate a jitney, forklift or pallet truck, are required to possess a valid SF-46, and perform the core requirements of the Mail Handler Equipment Operator, PS-5, position. In light of that memorandum, it is your position that Laborers, Custodial, are also entitled to level 5 pay when they operate that equipment.

The situation you raise differs from that of the Mail Handler Craft employee. The circumstances for payment of level 5 to Mail Handler Craft employees were an item agreed upon by representatives of the Postal Service and the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders, AFL-CIO, during contract negotiations. In those situations where management assigns a Laborer, Custodial, to operate forklifts the employee should be compensated as a Materials Handling Equipment Operator, PS-4, SP 1-9, Occupation Code 5704-01.

Please contact Joan Palmer on 268-3842 if you have any questions concerning this matter.

Sincerely, William J. Downes, Director Office (of Contract Administration

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R. S. S. S.

UNITED STATES POSTAL SERVICE 475 L'Enfant Plaza, SW Washington, DC 20260

# DEC 1 2 1985

Mr. Thomas A. Neill Industrial Relations Director American Postal Workers Union, AFL-CIO 817 14th Street, N.W. Washington, D.C. 20005-3399

COLINESY OF GARY KLOEPFER, NBA AMERICAN POSTAL WORKERS UNION 7211 NORTH MAIN STREET, SUITE 4 DAYTON, OHIO 45415

Dear Mr. Neill:

On September 10 we met in prearbitration discussion of H1T-5H-C 29378, Woodland, California. The question in this grievance is whether custodians with SF-46s should be paid higher level pay while driving postal vehicles to the carwash.

It was mutually agreed to full settlement of this case as . follows:

Lower level employees performing any duties requiring an SF-46 will be paid at PS-4 rate of pay.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing HIT-5H-C 29378 from the pending national arbitration listing.

Sincerely,

rank M. Dver

Labor Relations Specialist Arbitration Division Labor Relations Department

Thomas A.

3-26 .86 (Date)

Industrial Relations Director American Postal Workers Union, AFL-CIO

Enclosure

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ARTICLE SECTION SUBJECT Driving Higher Level

UNITED STATES POSTAL SERVICE 475 L'Enfant Plaza, SW Washington, DC 20260

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<u>3.36.86</u> (Date)

DEC 1 2 1985

Mr. Thomas A. Neill Industrial Relations Director American Postal Workers Union, AFL-CIO 817 14th Street, N.W. Washington, D.C. 20005-3399

Dear Mr. Neill:

On September 10 we met in prearbitration discussion of H1T-5H-C 29378, Woodland, California. The question in this grievance is whether custodians with SF-46s should be paid higher level pay while driving postal vehicles to the carwash.

It was mutually agreed to full settlement of this case as follows:

Lower level employees performing any duties requiring an SF-46 will be paid at PS-4 rate of pay.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing HIT-5H-C 29378 from the pending national arbitration listing.

fincerely,

Frank M. Dyer

Labor Relations Specialist Arbitration Division Labor Relations Department

Thomas A. Nel

Inomas A. Nelli Industrial Relations Director American Postal Workers Union, AFL-CIO

Enclosure

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### UNITED STATES POSTAL SERVICE 475 L'Enfant Plaza, SW Washington, DC 20260

ARTICLE_		
SECTION_		/
SUBJECT_	Drivers	License (Gort)

Mr. Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005

Dear Mr. Wevodau:

17 15,93

> On September 1, you met with Mort Miller in pre-arbitration discussion of H1T-1E-C 1539. The issue in this case is whether management violated Article 19 by adding a requirement to maintenance craft position that is not included in the P-12 B Handbook.

After a discussion of the issue, it was mutually agreed to full settlement of the case as follows:

- Should management determine that driving is essential to the performance of a maintenance craft duty assignment, the notice of intent from which that assignment is to be filled will contain the requirement of a license to operate a motor vehicle (SF-46).
- Maintenance craft employees who currently have licenses (SF-46) to operate Motor Vehicles will retain them provided that management determines that driving is essential to the performance of their duty assignments. SF-46's currently in the possession of other maintenance craft employees will be rescinded.

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing H1T-1E-C 1539 from the pending national arbitration listing.

Sincerely,

William E.

Director Office of Grievance and Arbitration Labor Relations Department

Richard I. Wevodau President, Maintenance Craft American Postal Workers Union, AFL-CIO



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Richard L IULY STUM MAINTERANCE DIVISION, DIRECTOR AMERICAN POSTAL WORKERS UNION

UNITED STATES POSTAL SERVICE 475 L'Enfant Plaza, SW Washington, DC 20260

Mr. Richard I. Wevodau Director Maintenance Craft Division American Postal Workers Union, AFL-CIO 817 14th Street, N.W. Washington, D.C. 20005-3399

ARTICLE_	MAR	7	1985
SECTION_			
SUBJECT	Drivers	L	icense

Not Enterpretive

Re:

J. Garcia Denver, CO 80202 H4T-5F-C 2912

J. Garcia Denver, CO 80202 H4T-5F-C 2914

Dear Mr. Wevodau:

On January 7, 1986, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether local management violated the National Agreement by requiring successful bidders to obtain government driver permits prior to placement in their new jobs.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. This is a local dispute suitable for regional determination by application of Part 142 of EL-303, Qualification Standards-Bargaining Unit Positions, Arbitrator Bloch's award in case no. HIC-NA-C 85, dated October 31, 1985, and Article 38.6C, of the National Agreement to the fact circumstances.

Accordingly, we agreed to remand these cases to the parties at Step 3 for further processing including arbitration, if necessary. Mr. Richard I. Wevodau

Please sign and return the enclosed copy of this letter as our acknowledgment of agreement to remand these cases.

Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens Labor Relations Department Richard I. Wevodau Director Maintenance Craft Division American Postal Workers Union, AFL-CIO

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#### UNITED STATES POSTAL SERVICE 475 L'Enfant Plaza, SW Washington, DC 20260

SEP 2 5 1984

Mr. Richard I. Wevodau Director Maintenance Craft Division American Postal Workers Union, AFL-CIO 817 14th Street, N.W. Washington, D.C. 20005-3399

> Re: Class Action Minneapolis, MN 55401 HlT-4C-C 28604

> > L. Throndsen Minneapolis, MN 55401 -HlT-4C-C 28654

Dear Mr. Wevodau:

On September 4, 1984, we met to discuss the above-captioned cases at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in these grievances involved including a requirement for an SF-46 on a Notice of Intent for a General Mechanic vacancy.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in the cases. We agreed that the question raised requires application of EL-303, Section 142, to the fact circumstances rather than an interpretation.

Accordingly, as we further agreed, the cases are hereby remanded to the parties at Step 3 for further processing if necessary.

Please sign and return a copy of this letter as your acknowledgment of agreement to remand these cases.

Sincerely,

⊌t H. Olî

Labor Relations Department

Richard I. Wevodau Director Maintenance Craft Division American Postal Workers Union, AFL-CIO



ARTICLE SECTION (Gart License SUBJECT Acirca

Not Interpretive

### UNITED STATES POSTAL SERVICE 475 L'Enfant Plaza, SW Washington, DC 20260

JUN 8 1984

Mr. Richard I. Wevodau Director Maintenance Craft Division American Postal Workers Union, AFL-CIO 817 14th Street, N.W. Washington, D.C. 20005-3399

> Re: Local Sacramento, CA 95813-9998

H1C-5H-C 21000

Dear Mr. Wevodau:

On May 10, 1984, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance involved the requirement that employees in certain positions must have valid forms SF-46.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We agreed that the question raised requires application of EL 303, Part 142, to the fact circumstances involved. Whether driving is a bona fide occupational qualification requirement that is reasonably related to the efficient performance of the responsibilities of the jobs involved in this case must be determined by reviewing the local situation.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.

Please sign and return a copy of this letter as your acknowledgment of agreement to remand this case.

Sincerely,

Margaret H. Oliver Labor Relations Department

Richard I. Wevodau Director Maintenance Craft Division American Postal Workers Union,



ARTICLE	•	•
SECTION		
SUBJECT	Driving	
Cross	Craft	

## EMPLOYEE AND LABOR RELATIONS GROUP Washington, DC 20260

## January 18, 1977

Mr. Richard I. Wevodau Executive Vice President Maintenance Craft American Postal Workers Union, AFL-CIO 817 - 14th Street, NW Washington, DC 20005

> Re: B. Longstreeth Pittsfield, MA AC-N-8256/V76-8225 APWU 8256

Dear Mr. Wevodau:

On December 17, 1976, we met with you to discuss the abovecaptioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The provisions in Section 247.2 of Handbook M-52 do not, generally, contemplate the use of custodial employees to "shuttle" vehicles between points, whether on or off postal premises. Additionally, the job description of a Custodial-Laborer also does not contemplate that employees so assigned will perform the higher level function of driving vehicles. Further, the information of record fails to establish that the situation in question falls within the scope of the provisions of Article VII of the National Agreement. Notwithstanding these apparent deficiencies, it is noted that the custodial employee who performed the driving duties in question was properly compensated at the higher level rate of pay for performing this work.

By copy of this letter, local management is instructed to review the assignments within the maintenance craft to assure that they are consistent with the spirit and intent of the National Agreement, including Article VII on crossing craft lines, and other existing pertinent instructions.

Sincerely,



Mr. Bobby **Donelson** Representative-at-Large Maintenance Division American Postal Workers Union AFL-CIO **1300 L Street, NW** Washington, DC 20005-4128

> RE: H94T-1 H-C 97011537 Hassell, B. Ft. Myers, FL 33913-9701

Dear Mr. Donelson:

Recently, we met to discuss the above captioned grievances at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a Level 2 custodian is entitled to higher level pay when using a ladder to clean or replace fluorescent and incandescent lamps.

During their discussions the parties agree that level 2 custodians are entitled to level 3 level pay when using a ladder to clean or replace the aforementioned lamps. This applies to ceiling lighting fixtures, not distribution equipment task lighting located at floor level.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing or to be scheduled for arbitration, as appropriate. If this case was withdrawn from regional arbitration prior to referral to Step 4, it will be returned to the same stage of arbitration in accordance with the Memorandum of Understanding entitled "Step 4 Procedures."

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,

Thomas J. Valenti Labor Relations Specialist Contract Administration

Bobby Donelson Representative-at-Large Maintenance Division American Postal Workers Union AFL-CIO

January 24, 2001

# UNITED STATES POSTAL SERVICE

Washington, DC 20260 DATE: September 22, 1982 OUR REF: ES130: JCWilson:mm:7312 SUBJECT: Part Time Flexible Employees in the Maintenance Craft T. T. Hlavenka General Manager Maintenance Management Division Western Region

> In reference to your request for confirmation of USPS policy concerning part-time flexible employees in the Maintenance Craft, this office concurs with the positions stated in Mr. R. H. Steven's letter to you dated August 18, 1982.

As indicated in Mr. Steven's letter, this has been a long standing policy, even though it is not specifically addressed in the National Agreement.

On occasion, we have noticed a few employees in this category in the Maintenance Craft. While in all likelihood, this can be attributed to a reporting error, appropriate steps must be taken to convert any parttime flexible employee to a part-time regular, in the event of such an error.

This memorandum is applicable to Maintenance Craft employees only and does not address other Crafts. By copy of this letter, we are requesting other Regional Maintenance Managers to coordinate this same action with their Labor Relations Division.

The policy statement contained herein has been reviewed and concurred with by the Office of Programs & Policies, Labor Relations Department.

TO:

Peter A. Jacobson Director Office of Maintenance Management

cc: Reg. Gen. Mgrs, MMD w/attach.

Concurrence:	:	·	·	$\sim$	
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William J. Downes

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WE220/RHStevens:nam

JECT: No Part-Time Flexible Employees in Maintenance Craft

> Tom Hlavenka ME430

San Bruno. CA 94099-02 San Bruno. CA 94099-02 (Level Lit's (Level Lit

The long standing policy of the US Postal Service and the former Post Office Department is that in the Maintenance Craft, there shall be no part-time <u>flexible</u> employees; they shall be either full-time regulars or part-time <u>re-</u><u>gulars</u>.

Our National Agreement does not reflect the above but the above is the policy which has been and should be followed and is well understood by the Mainteance Craft Union.

A. BATANIC

R. H. Stevens, General Manager Labor Relations Division

cc: J. J. Costello James Gildea Labor Relations Representatives (R.B. 7 & 33)

