

Line “H” Issues



2015 All Craft Conference

**Las Vegas, Nevada
October 2015**

American Postal Workers Union, AFL-CIO
Mark Dimondstein, President

Maintenance Division HQ Officers

Steven G. Raymer, National Director

Idowu Balogun, Assistant Director A

Terry Martinez, Assistant Director B

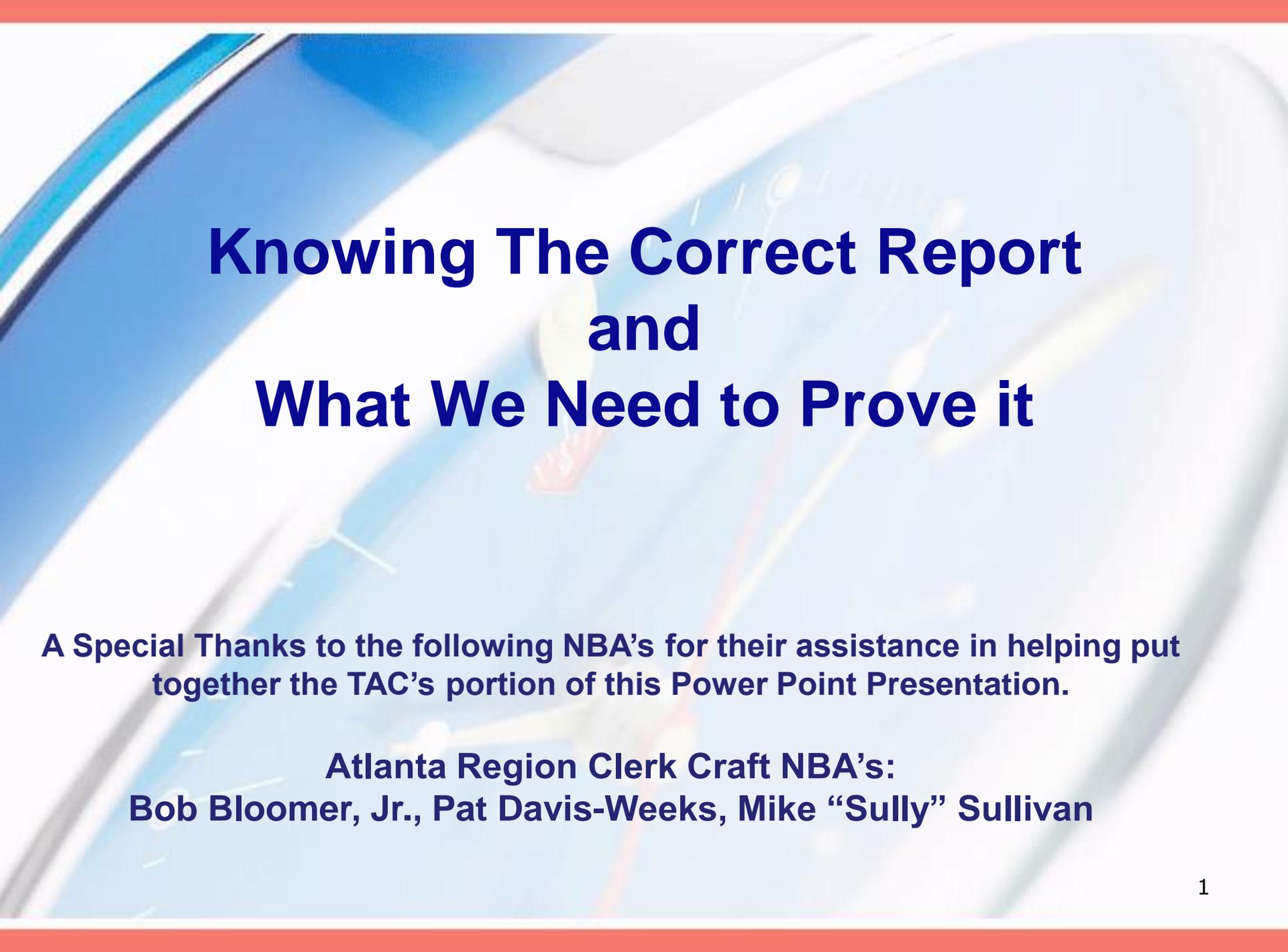
**Presented By Western Region Maintenance NBAs
Jimmie Waldon and Louis Kingsley**



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- 2: July 9, 2014 M.O.U.
- 3: August 6, 2014 Q & A's on the July 9, 2014 M.O.U.
- 4: Maintenance Director Raymer explanation of the
Line H hours pertaining to the July 9, 2014 M.O.U.
- 5: Example of the MS-47, TL-3, PS-Form 4852
- 6: Example of the MS-47, TL-5, PS-Form 4852
- 7: Line H hours and Non-compliance to the July 9, 2014 M.O.U
Recent Regional Award Case # J10T-4J-C 15092710
By Arbitrator Stallworth date of Award September 20, 2015
- 8: EMARS Reports Arbitration Case # F06T-1F-C 09101953,
Local # 289M09JW By Arbitrator Gary Connely, Date of
Award March 18, 2013
- 9: Two tour and additional Arbitration Award
Case # F06T-4F-C 10390292, Local # 0110HLMK
By Arbitrator Fragnoli dated February 27, 2013.

1: Copy of Line H Power Point Presentation



Knowing The Correct Report and What We Need to Prove it

A Special Thanks to the following NBA's for their assistance in helping put together the TAC's portion of this Power Point Presentation.

**Atlanta Region Clerk Craft NBA's:
Bob Bloomer, Jr., Pat Davis-Weeks, Mike "Sully" Sullivan**

Objectives of Class

Use the Correct report and verification of managements reports

Verify what the Service says

What Reports Are Available?

Which Report Should I Use?

When to use EMARS reports?

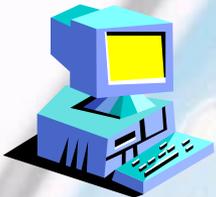
EMARS is the most accurate for route completion

JCIM Article 17, Q&A No. 21

21. What information is the Union entitled to when investigating a grievance or a possible grievance?

Response. Articles 15, 17, and 31 intend that any and all information which the parties rely on to support their positions in a grievance is to be furnished and exchanged (with the exception of certain medical records). This will foster maximum resolution at the lowest level.

Information requests for timekeeping records, leave records, prior discipline records, staffing records, and work schedule records are normally regarded as relevant with respect to the union's determination whether or not to file a grievance concerning those matters. For such routine requests, no specific explanation of relevancy is required on the union's request form. Requests for other types of information require the union to show the basis of the information's relevancy. [emphasis added]



Information Requests

from 4-7.4.b of Handbook AS-353

◆ Costs:

- ❖ **Free** for the *first 100 pages of duplication* and the *first 2 hours of search time*.
- ❖ After that **15 cents per page** and additional search time @ **\$32/hour**.



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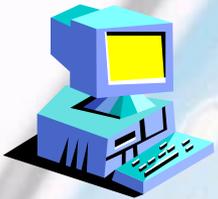
\$

Electronic Information

- Is this something that can be given to you via email?
- **Use only union email accounts.**
- How you save it matters
- Transferring a read only to an accessible form
- Flash drive or desktop folder

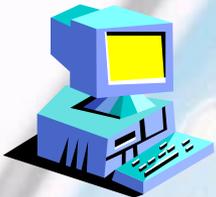
ARTICLE 17, Section 3

The steward, chief steward or other Union representative...may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists...Such requests shall not be unreasonably denied.



ARTICLE 31, Section 3

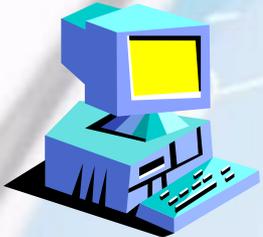
The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.



WHAT IS AVAILABLE?

617897877177780
607069133868545626572
57865566376

- At least 52 different reports!
- At least 9 are "archived"*



* Retrievable for 3 years

D/A – Designation/Activity Codes

(See F-21, Exhibit 112.5.b)

	CLERK	MAILHANDLER	LETTER CARRIERS
FTR (Traditional)	11-0	12-0	13-4
FTR (NTFT)	21-0		
FTR (FLEX NT)	21-5		
PTR		32-0	33-4
PTF	41-0	42-0	43-4
PSE (Non-Window)	81-3		
PSE (Window)	81-4		
PSE (DCO)	81-2	[Being disputed by APWU]	
Casual		62-0	
TE			83-4

MAINTENANCE

	Building Services	Bldg & Plant Equipment	Post. Op. Equipment	Administrative
FTR	16-6	16-7	16-8	16-9
PTR	36-6	36-7	36-8	36-9
PTF				
PSE	86-6	86-7	86-8	86-9
Supervisor	06-6	06-7	06-8	06-9

MOTOR VEHICLE

	VMF Mechanics & Analysts	VMF Garagemen & Jr. Mechanics	Vehicle Operators	VMF Administrative
FTR (Traditional)	15-1	15-2	13-5	15-3
FTR (NTFT)	25-1	25-2	23-5	85-3
PSE	85-1	85-2	83-5	25-3
Supervisor				05-3

RURAL CARRIERS

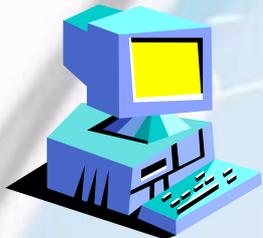
Regular Rural Carrier	71-0
Temp Relief Carrier	70-0 or 70-1
Sub RC	72-0 or 73-0
RCA	74-0, 76-0, or 79-0
Rural Carrier Relief	75-0
Rural PTF	76-0
Auxiliary Rural Carrier	77-0

POSTMASTERS AND SUPERVISORS

	Postmasters	Officers-In-Charge	Managers & Supervisors
FTR	08-0	88-0	09-0
PTR	38-0		
Temporary	58-9		
PMR	58-0		

TACS REPORTS

- Employee everything report
- Hours analysis report
- Higher level details report
- Employee listing report
- LTATs weekly summary



Always include First page of Clock Rings (EER)

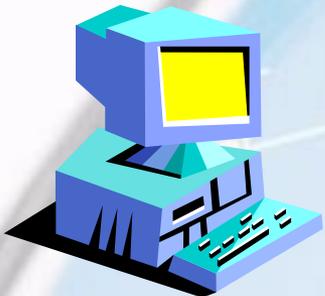
Why?

- Shows base operation
- Shows EIN
- Show SDOs
- Shows FMLA/SL hours

EMPLOYEE EVERYTHING REPORT

TAC500R3

- **Lists almost every thing in the TACS database for a particular employee for a particular year, pay period and week.**



Employee Reports Module

TAC500R0 Employee Reports Module 01-Feb-2005 Restricted Information

- Auth H/L
- Auto H/L
- Emp All
- Emp Comp
- Emp List
- Emp Move
- Emp On Clock
- H/L Dtl
- LTD Dt...

Finance Numbers

All
 List

▲

 ▼

Range -

Finance Units

All
 List

▲

 ▼

Range -

Pay Locations

All
 List

▲

 ▼

Range -

- Clear
- Find
- Add
- Delete

YrPPW(Online & Archive)

Single
 Range

-

Week Period

- Entire Week
- Tuesday
 - Wednesday
 - Thursday
 - Friday
 - Saturday
 - Sunday
 - Monday

Page Breaks

- Finance Level
- Finance/Sub-Unit
- Finance Level

Output as

- PDF
- HTML
- CSV

- Run
- Close

Selection

All Employees

Single Employee

▲
 ▼

D/A Codes

- Help

Report: TAC500R3	Restricted USPS T&A Information	User ID: KXSQCX
YrPPWK: 2004-05-2	West Williston, ND	Date: 08/02/05
Fin #: 36-9783	Employee Everything Report	Time: 01:55 PM
YrPPWK: 2004-05-2	Weekly	Page: 2
Sub Unit: 0000		

Pay Loc/Fin. Unit	001 /0000	Variable EAs	N	Annual Lv Bal.	385.36	FMLA Hrs.	2056.38
Employee ID	XXX-XX-5565	Borrowed	N	Sick Lv Bal.	598.75	FMLA Used	11.50
Employee Name	PEBBLES B B	Auto H/L	N	LWOP Lv Bal.	00.00	SLDC Used	03.50

Processed Clock Rings

Tuesday																	
Base	04300:	002.00	05200:	004.00	05300:	002.00	05400:	002.00									
H/L E0-16	05200:	008.00															
EBR#																	
004-102	BT	02/17	04.00	36-9783	2400-00	000000	---	---	---	00.00							
000-0000	OT	02/17	04.00	36-9783	2400-00	00000	04.00	XXX-XX-6458	02/17	09.45							
004-102	MV	02/17	08.00	36-9783	7060-00	000000	---	---	---	00.00							
000-0000	09000	02/17	08.00	36-9783	H/L E0-16		08.00	XXX-XX-6458	02/17	09.41							
004-102	OL	02/17	11.50	36-9783	2400-00	000000	---	---	---	00.00							
004-102	IL	02/17	12.00	36-9783	7060-00	000000	---	---	---	00.00							
004-102	ET	02/17	16.50	36-9783	2400-00	000000	---	---	---	00.00							
Wednesday																	
Base	05200:	004.48	05699:	03.52													
EBR#																	
000-0000	05699	02/18	08.00	36-9783	5680-00	00000	04.00	XXX-XX-6458	02/18	11.56							
004-102	BT	02/18	12.02	36-9783	5680-00	000000	---	---	---	00.00							
004-102	ET	02/18	16.50	36-9783	5680-00	000000	---	---	---	00.00							
Thursday																	
Base	05696:	008.00															
EBR#																	
000-0000	05696	02/19	08.00	36-9783	5680-00	00000	08.00	XXX-XX-1204	02/19	09.32							
Friday																	
Base	05697:	008.00															
EBR#																	
000-0000	05697	02/20	08.00	36-9783	5680-00	00000	08.00	XXX-XX-1204	02/19	09.33							
Weekly Total																	
Paid Hours:	Base	043:	010.00	052:	031.46	053:	008.98	054:	002.00	056:	019.52	057:	008.00	058:	008.00	068:	01.02
	H/L E0-16	052:	008.00														
TACS Hours:	Base	043:	010.00	052:	031.46	053:	008.98	054:	002.00	056:	019.52	057:	008.00	058:	008.00	068:	01.02
	H/L E0-16	052:	008.00														

Un-Processed Rings
EBR#

Sub Unit: 0000 Weekly

Pay Loc/Fin. Unit	001 /0000	Variable EAS	N	Annual Lv Bal.	385.36	FMLA Hrs.	2056.38
Employee ID	XXX-XX-5565	Borrowed	N	Sick Lv Bal.	598.75	FMLA Used	11.50
Employee Name	PEBBLES B B	Auto H/L	N	LWOP Lv Bal.	00.00	SLDC Used	03.50

Job	D/A	LDC	Oper/Lu	RSC	Lvl	FLSA	Route #	Fin. #	Fin. #	Loaned	Effective Start	Effective End	Begin Tour	End Tour	Lunch Amt.	1261 Ind.	Schedule
Base	11-0	4200	5680-00	P0	05	N		36-9783			2004-05-2		08.00	16.50	0.50	N	--MTWTF

Processed Clock Rings

Saturday																		
Base 05200: 006.98 05300: 006.98 06800: 1.02																		
EBR#																		
004-102	BT	02/14	07.00	36-9783	2400-00	000000												(W)Overtime Not Authorized
004-102	MV	02/14	08.20	36-9783	5680-00	000000												
004-102	OL	02/14	12.50	36-9783	5680-00	000000												
004-102	IL	02/14	13.00	36-9783	5680-00	000000												
004-102	MV	02/14	13.00	36-9783	2400-00	000000					XXX-XX-6458	02/17	09.35					
004-102	ET	02/14	14.48	36-9878	2400-00	000000												
000-0000	06800	02/14	14.48	36-9783	2400-00	000000	1.02				XXX-XX-6458	02/17	09.35					
Sunday																		
Base 04300: 008.00 05200: 008.00																		
EBR#																		
004-102	BT	02/15	08.00	36-9783	2400-00	000000												
000-0000	OT	02/15	08.00	36-9783	2400-00	000000	08.00				XXX-XX-6458	02/17	07.22					
000-0000	09300	02/15	12.00	36-9783	2400-00	000000					XXX-XX-6458	02/17	09.38					
004-102	ET	02/15	16.00	36-9783	2400-00	000000												
Monday																		
Base 05200: 008.00 05700: 008.00 05800: 08.00																		
EBR#																		
004-102	BT	02/16	06.00	36-9783	2400-00	000000												
000-0000	09300	02/15	12.00	36-9783	2400-00	000000					XXX-XX-6458	02/17	09.39					
004-102	ET	02/09	14.00	36-9783	2400-00	000000												

TACS HOURS CODES

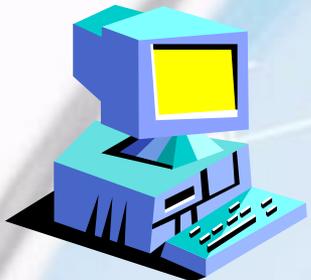
- **043 PENALTY OVERTIME PAYMENT (POP)**
- **052 WORK HOURS**
- **053 OVERTIME HOURS**
- **057 HOLIDAY WORK**
- **058 HOLIDAY LEAVE**
- **068 OVERTIME GUARANTEE**
- **091 OVERTIME AUTHORIZATION**
- **093 NO LUNCH PUNCH**

What does the EER show ?

BT, ET,
Operation
When OT began
FMLA hours
DA Code
Finance #
EBR..

HOURS ANALYSIS REPORT TAC120R2

- **Displays work, overtime, sick leave and annual leave hours for each employee.**



ARCHIVED

Schedule Reports Module

TAC120R0 Schedule Reports Module 01-Feb-2005 Restricted Information

Guar Warr/No Lunch Hrs Any Hrs Type Inq Mast Sched Hol Rep Daily Hrs Sched Rep

Finance Numbers

Radio buttons for All, List, Range and three input fields with up/down arrows.

Finance Units

Radio buttons for All, List, Range and three input fields with up/down arrows.

Pay Locations

Radio buttons for All, List, Range and three input fields with up/down arrows.

Buttons: Clear, Find, Add, Delete

YrPPW(Online & Archive)

Radio buttons for Single, Range and a date input field showing 2005-01-1.

Week Period

Radio buttons for Entire Week, Tuesday, Saturday, Wednesday, Sunday, Thursday, Monday, Friday.

Page Breaks

Radio buttons for Finance Level, Finance/Sub-Unit.

Buttons: Output as (PDF, HTML, CSV), Run, Close, Help



Report: TAC120R2
 YrPPWk: 2004-17-1
 Fin. #: 26-0012
 YrPPWk: 2004-17-1
 Sub-Unit: 0000

Restricted USPS T&A Information
 Whiporwill City P&DC
 Hours Analysis Report

Date: 08/05/05
 Time: 08:55 AM
 Page: 1

Weekly

Employee ID	D/A	Schedule	Hours	Sat.	Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Total	Pct.
002-32-5601 MORRIS	11-0	--MTWTF	WORK	0.00	0.00	8.00	0.00	0.00	8.50	8.00	24.50	
		M L	OT	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.50	02.0%
			POP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
016-11-3650 KEMP	12-0	--MTWTF	WORK	0.00	0.00	8.00	0.00	0.00	9.00	8.00	25.00	
		J D	OT	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	04.0%
			POP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	8.00	8.00	0.00	0.00	16.00	40.0%
111-22-3344 WILLIAMS	61-0	SSMTWTF	WORK	4.28	0.00	6.36	9.45	8.26	9.63	8.12	46.10	
		P L	OT	0.00	0.00	0.00	0.00	0.00	0.50	6.10	6.10	13.2%
			POP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
126-36-6902 STRUNK	41-0	SSMTWTF	WORK	6.32	0.00	7.52	10.52	8.51	9.02	8.00	49.89	
		R M	OT	0.00	0.00	0.00	2.00	0.51	1.02	5.84	9.37	18.8%
			POP	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.52	01.0%
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
198-02-9988 WORKSALOT	11-0	S--TWTF	WORK	12.00	10.00	0.00	9.00	10.00	10.00	11.99	62.99	
		R C	OT	2.00	8.00	0.00	1.00	2.00	2.00	0.00	15.00	23.8%
			POP	2.00	2.00	0.00	0.00	0.00	0.00	3.99	7.99	12.7%
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
222-55-0012 MCCARTHY	81-0	SSMTWTF	WORK	5.07	0.00	6.45	8.00	7.54	6.25	4.15	37.46	
		J L	OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			POP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
255-64-3201 MELLEN	11-0	S-MTW-F	WORK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		W M	OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			POP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			AIL	8.00	0.00	8.00	8.00	8.00	0.00	8.00	40.00	100.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
302-60-0023 GAMEBOY	11-0	S--TWTF	WORK	8.00	0.00	10.00	8.00	10.00	10.00	11.99	57.99	
		P A	OT	0.00	0.00	8.00	0.00	2.00	2.00	2.00	14.00	24.1%
			POP	0.00	0.00	2.00	0.00	0.00	0.00	1.99	3.99	06.9%
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
415-98-3002 STEVENS	41-0	SSMTWTF	WORK	4.26	0.00	7.23	11.32	8.51	9.02	8.45	48.79	
		V C	OT	0.00	0.00	0.00	2.00	0.51	1.02	3.94	7.47	15.3%
			POP	0.00	0.00	0.00	1.32	0.00	0.00	0.00	1.32	02.7%
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%



Report: TAC120R2
 YrPPWk: 2004-17-1
 Fin. #: 26-0012
 YrPPWk: 2004-17-1
 Sub-Unit: 0000

Restricted USPS T&A Information
 Whiporwill City P&DC
 Hours Analysis Report

Date: 08/06/05
 Time: 08:55 AM
 Page: 1

Weekly

Employee ID	D/A	Schedule	Hours	Sat.	Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Total	Pct.	
002-32-5601 MORRIS	11-0	--MTWTF M L	WORK	0.00	0.00	8.00	0.00	0.00	8.50	8.00	24.50		
			OT	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.50	02.0%	
			POP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
016-11-3650 KEMP	12-0	--MTWTF J D	WORK	0.00	0.00	8.00	0.00	0.00	9.00	8.00	25.00		
			OT	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	04.0%	
			POP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	8.00	8.00	0.00	0.00	16.00	40.0%	
111-22-3344 WILLIAMS	61-0	SSMTWTF P L	WORK	4.28	0.00	6.36	9.45	8.26	9.63	8.12	46.10		
			OT	0.00	0.00	0.00	0.00	0.00	0.50	6.10	6.10	13.2%	
			POP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
126-36-6902 STRUNK	41-0	SSMTWTF R M	WORK	6.32	0.00	7.52	10.52	8.51	9.02	8.00	49.89		
			OT	0.00	0.00	0.00	2.00	0.51	1.02	5.84	9.37	18.8%	
			POP	0.00	0.00	0.00	0.52	0.00	0.00	0.00	0.52	01.0%	
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
198-02-9988 WORKSALOT	11-0	S--TWTF R C	WORK	12.00	10.00	0.00	9.00	10.00	10.00	11.99	62.99		
			OT	2.00	8.00	0.00	1.00	2.00	2.00	0.00	15.00	23.8%	
			POP	2.00	2.00	0.00	0.00	0.00	0.00	3.99	7.99	12.7%	
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
222-55-0012 MCCARTHY	81-0	SSMTWTF J L	WORK	5.07	0.00	6.45	8.00	7.54	6.25	4.15	37.46		
			OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			POP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
255-64-3201 MELLEN	11-0	S-MTW-F W M	WORK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
			OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			POP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			AIL	8.00	0.00	8.00	8.00	8.00	0.00	8.00	40.00	100.0%	
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
302-60-0023 GAMEBOY	11-0	S--TWTF P A	WORK	8.00	0.00	10.00	8.00	10.00	10.00	11.99	57.99		
			OT	0.00	0.00	8.00	0.00	2.00	2.00	0.00	14.00	24.1%	
			POP	0.00	0.00	2.00	0.00	0.00	0.00	1.99	3.99	6.9%	
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
415-98-3002 STEVENS	41-0	SSMTWTF V C	WORK	4.26	0.00	7.23	11.32	8.51	9.02	8.45	48.79		
			OT	0.00	0.00	0.00	2.00	0.51	1.02	3.94	7.47	15.3%	
			POP	0.00	0.00	0.00	1.32	0.00	0.00	0.00	1.32	02.7%	
			AIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%
			SIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0%

When to use the Hour Analysis Report

To ensure that each employee in a facility works in that facility

Compare the facility seniority lists to all employees listed in the hours analysis report

Employees acting as 204bs, sick leave, higher level, OWCP, LWOP must be excluded from the year end line "H"

These issues must be addressed timely and compiled each fiscal year

Asking for a Report

- So when asking for a report, figure out what you need and tell management what you want so they can run the correct report.

They FAILED to give me my requested information

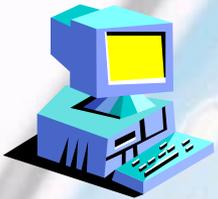
What do you need to do to prevail on this?

- Signed RFI
- Dated RFI
- Include it in file
- Argue it again, cite article 31

HIGHER LEVEL DETAILS REPORT

TAC500R8

- **Will generate a report listing those employees on long term higher level details.**



Employee Reports Module

TAC500R0 Employee Reports Module 01-Feb-2005 Restricted Information

- Auth H/L
- Auto H/L
- Emp All
- Emp Comp
- Emp List
- Emp Move
- Emp On Clock
- H/L Dtl
- LTD Dt...

Finance Numbers

All

List

▲

▼

Range -

Finance Units

All

List

▲

▼

Range -

Pay Locations

All

List

▲

▼

Range -

- Clear
- Find
- Add
- Delete

YrPPW(Online Only)

Single

Range

-

Week Period

- Entire Week
- Tuesday
- Saturday
- Wednesday
- Sunday
- Thursday
- Monday
- Friday

Page Breaks

- Finance Level
- Finance/Sub-Unit
- Finance Level

Output as

- PDF
- HTML
- CSV

- Run
- Close

Selection

- Higher Level Detail
- Temp Job-No H/L
- Expiration PP/WK

- Help



Report: TAC500R8
 YrPPWk: 2004-17-1
 Fin. #: 48-9985

Restricted USPS T&A Information
 Bugville Station
 Higher Level Detail Report

Date: 08/05/05
 Time: 08:55 AM
 Page: 1

Weekly

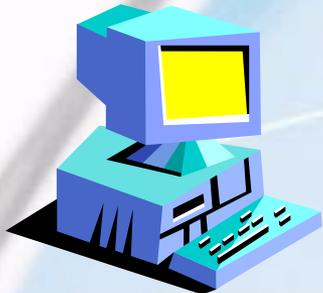
Sub-Unit: 0000

<u>Employee ID</u>	<u>Employee Last Name</u>	<u>F</u>	<u>M</u>	<u>Base</u>	<u>Base</u>	<u>H/L</u>	<u>H/L Start</u>	<u>H/L End</u>	<u>Expires</u>
		<u>I</u>	<u>I</u>	<u>D/A</u>	<u>RSC Level</u>	<u>RSC Level</u>			<u>This Week</u>
156-96-8763	ABELARD	H	M	11-0	P0-05	<u>E0-16</u>	2004-14-1	2004-22-2	
458-89-7714	SMITH	R	K	11-0	P0-05	<u>P0-06</u>	2004-01-1	2004-26-2	

EMPLOYEE LISTING REPORT

TAC500R5

- Lists the employees within the office.



ARCHIVED

Employee Reports Module

TAC500R0 Employee Reports Module 01-Feb-2005 Restricted Information

- Auth H/L
- Auto H/L
- Emp All
- Emp Comp
- Emp List
- Emp Move
- Emp On Clock
- H/L Dtl
- LTD Dt...

Finance Numbers

All

List

▲

▼

-

Range

Finance Units

All

List

▲

▼

-

Range

Pay Locations

All

List

▲

▼

-

Range

- Clear
- Find
- Add
- Delete

YrPPW(Online & Archive)

Single

Range

-

Week Period

Entire Week

Tuesday

Saturday

Wednesday

Sunday

Thursday

Monday

Friday

Page Breaks

Finance Level

Finance/Sub-Unit

Finance Level

Output as

PDF

HTML

CSV

- Run
- Close

All/City/Rural

All

City

Rural

Employee Selection

All

Flexible

Trans

Repl

FT Reg

Temp

D/A

Dual

PT Reg

Casual

LDC

Sort by

Employee_Id

Last_Name

Route_No

- Help



Report: TAC500R5
 YrPPWk: 2004-17-1
 Fin. #: 21-3456

Restricted USPS T&A Information
 North Fargo, ND
 Employee Listing Report

Date: 08/05/05
 Time: 08:55 AM
 Page: 1

YrPPWk: 2004-17-1
 Sub-Unit: 001

All Employees

Employee ID	Employee Last Name	<u>I</u>	<u>I</u>	<u>RSC</u>	<u>D/A</u>	<u>LDC</u>	<u>Oper/LU</u>	<u>Route</u>	<u>Begin</u>	<u>End</u>	<u>Schedule</u>	<u>Sch.</u>	<u>Lunch</u>
		<u>I</u>	<u>I</u>						<u>Tour</u>	<u>Tour</u>		<u>Week</u>	<u>Amount</u>
089-00-2211	SIROIS	F	G	Q	43-4	2100	7220-01	000000	08.00	16.50	SSMTWTF	01	0.50
091-66-0666	WHITNEY	M	A	Q	43-4	2100	7220-01	000000	08.00	16.50	SSMTWTF	01	0.50
094-01-7788	PIETSCH	M	D	P	11-0	4300	2400-01	000000	07.00	15.50	--MTWTF	01	0.50
096-23-4587	TUSCHERER	A	J	Q	43-4	2100	7220-01	000000	08.00	16.50	SSMTWTF	01	0.50
100-89-9864	CARRIERE	P	N	Q	13-4	2100	7220-01	001008	07.00	15.50	S-MTW-F	05	0.50
102-44-0012	COLLETTE	D	B	P	11-0	4300	2400-01	000000	07.00	16.00	--MTWTF	01	1.00
108-92-7456	SEVRE	D	K	F	09-0	2000	7050-01	000000	07.00	15.50	--MTWTF	01	0.50
111-21-4356	MCCANN	P	D	Q	13-4	2100	7220-01	001007	07.00	15.50	S-MTW-F	05	0.50
112-09-7801	ECKER	D	M	Q	13-4	2100	7220-01	001001	07.00	15.50	S-MTW-F	05	0.50
115-32-3232	FRICKE	J	S	Q	13-4	2100	7220-01	001005	07.00	15.50	S-MTW-F	05	0.50
120-11-9987	MCKENNA	P	L	Q	43-4	2100	7220-01	000000	08.00	16.50	SSMTWTF	01	0.50
122-50-4657	ENK	D	E	Q	13-4	2100	7220-01	001004	07.00	15.50	S-MTW-F	05	0.50
125-21-2143	FERARRI	M	L	P	11-0	4300	2400-01	000000	07.00	15.50	--MTWTF	01	0.50
128-99-2776	MATER	M	L	Q	13-4	2100	7220-01	001002	07.00	15.50	S-MTW-F	05	0.50
149-54-4221	DOWLING	G	F	P	31-0	4300	2400-01	000000	07.00	12.00	S-MTWTF		0.00
152-897891	STANKE	G	P	Q	13-4	2100	7220-01	001006	07.00	15.50	S-MTW-F	05	0.50
155-10-0023	ROGERS	P	M	Q	13-4	2100	7220-01	001009	07.00	15.50	S-MTW-F	05	0.50
167-92-3344	FAWCETT	T	S	Q	13-4	2100	7220-01	001003	07.00	15.50	S-MTW-F	05	0.50
175-82-0230	PRETZER	M	S	P	11-0	4300	2400-01	000000	07.00	16.00	S--TWTF	07	1.00
201-88-1120	EDGBERG	L	D	P	11-0	4300	2400-01	000000	07.00	16.00	--MTWTF	01	1.00
234-87-9822	NEUHARTH	G	S	Q	13-4	2100	7220-01	001010	07.00	15.50	S-MTW-F	05	0.50
298-41-1074	VOLKERT	R	C	Q	13-4	2100	7220-01	001013	07.00	15.50	S-MTW-F	05	0.50
401-27-9898	KAEHLER	M	P	Q	13-4	2100	7220-01	001012	07.00	15.50	S-MTW-F	05	0.50
529-90-1003	GALLO	R	V	Q	13-4	2100	7220-01	001011	07.00	15.50	S-MTW-F	05	0.50

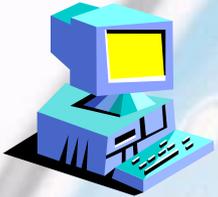
What a Great Report

Use it for:

- Start and stop times for multiple tour proof
- A Must for Class action remedies for years later, who is to be paid
- Showing staffing in the office
- Showing this employee does not belong here for OT or work

LTATS – WEEKLY SUMMARY REPORT TAC860R3

- **Displays work and overtime, hours that have been transferred to a different LDC/DA or loaned to another office.**



LTATS Reports Module

TAC860R0 LTATS Reports Module 01-Feb-2005 Restricted Information

- LTATS - Loaned Employee
- LTATS - Missing Cag A To G
- LTATS - Summary
- LTATS-Estimated Transacti...

Finance Numbers

All
 List

▲
 ▾

Range -

Finance Units

All
 List

▲
 ▾

Range -

Pay Locations

All
 List

▲
 ▾

Range -

- Clear
- Find
- Add
- Delete

YrPPW(Online Only)

Single
 Range

-

Week Period

- Entire Week
- Tuesday
- Saturday
- Wednesday
- Sunday
- Thursday
- Monday
- Friday

Page Breaks

- Finance Level
- Finance/Sub-Unit

Output as

- PDF
- HTML
- CSV

- Run
- Close

- Help



Report: TAC860R3
YrPPWk: 2004-17-1
Fin. #: 17-0044

Restricted USPS T&A Information
Jimmytown, ND
LTATS - Weekly Summary Report

Date: 08/05/05
Time: 08:55 AM
Page: 1

Sub-Unit: 0000

<u>Seq. Num</u>	<u>Entry Code</u>	<u>From D/A</u>	<u>From LDC</u>	<u>From P/L</u>	<u>From LU</u>	<u>Work Hours</u>	<u>OT Hours</u>	<u>To D/A</u>	<u>To LDC</u>	<u>To Finance</u>	<u>To P/L</u>	<u>To Unit</u>	<u>To LU</u>	<u>To Period</u>
028823	A	11-0	4500	000	00	11.93	0.00	11-0	4500	17-0123	000	0000	00	004-17-1
028822	A	11-0	4500	000	00	8.97	0.00	11-0	4300	17-0123	000	0000	00	004-17-1
028821	A	41-0	4500	000	00	18.23	2.23	41-0	4300	17-0089	000	0000	00	004-17-1

How to use LTATS Weekly Summary Report

- Verify using proper people
- Where did they work and at what office?

USPS Must differentiate

- What the USPS will try and use
- How do we do this?
- What do we use to show this?
- When do we address this

FY WEEK:	51	YTD Estimated Liability Hours (Under 90%):	7,996
Goal % of Line-H:	90%	YTD Estimated Liability Cost:	\$359,814
FY2015 Days Left:	12	Projected EOY Total Liability Hours (Under 90%):	5,711
		Projected EOY Total Liability Cost:	\$256,983

District	LDC38 FN NO	LDC38 FN NO Site Name	Current Annual LINE H Hours (eMARS Roll Up)	FY2015 Prorated Annual LINE H Hours (eMARS Roll Up)	YEAR TO DATE						FY2015 END OF YEAR					
					YTD Prorated LINE H Hours	YTD Actual LDC38 Workhours (eFLASH)	AVG LDC38 Workhours (Last 4 Weeks)	YTD LINE H Hours 90% Target	YTD Liability Hours	YTD Liability Costs	FY2015 EOY Prorated Line H Hours 90% Target	Projected FY2015 Total Workhours	Projected FY2015 End %	Projected FY End Liability Hours (Under 90%)	Projected FY Liability Cost	Weekly Burn Rate Needed to Reach EOY 90%
NEVADA-SIERRA	317282	RENO NV PSDC	40,551	41,190	39,860	34,406	711	35,874	1,468	\$66,041	37,073	35,525	96%	1,449	\$65,186	1,677
NEVADA-SIERRA	314894	LAS-PARADISE VALLEY STA	3,111	3,111	3,009	2,278	42	2,708	430	\$19,340	2,800	2,350	76%	449	\$20,225	342
NEVADA-SIERRA	057556	SUSANVILLE PD	1,079	1,087	1,051	943	19	946	405	\$16,138	970	575	59%	400	\$19,127	287
NEVADA-SIERRA	311350	CARSON CITY PD	3,552	3,552	3,436	2,720	68	3,052	372	\$16,742	3,197	2,836	89%	361	\$16,265	308
NEVADA-SIERRA	314900	LAUGHLIN NV PD	1,866	1,866	1,805	1,408	30	1,624	216	\$9,730	1,679	1,459	79%	220	\$9,902	177
NEVADA-SIERRA	311351	CAR-ORMSBY FINANCE UNIT	800	800	774	555	2	697	142	\$5,371	720	558	76%	162	\$7,282	110
NEVADA-SIERRA	313200	GARDNERVILLE PD	1,054	1,054	1,019	832	37	917	85	\$3,546	949	895	85%	53	\$2,395	75
NEVADA-SIERRA	317286	REN-DOWNTOWN STA	499	406	393	330	0	354	24	\$1,064	367	330	81%	37	\$1,697	29
NEVADA-SIERRA	314887	LAS-EAST LAS VEGAS STA	2,081	2,081	2,013	1,795	38	1,812	17	\$746	1,873	1,860	99%	13	\$596	47
NEVADA-SIERRA	311200	CARLIN PD	713	713	690	592	22	621	29	\$1,293	642	929	98%	13	\$593	30
NEVADA-SIERRA	314881	LAS VEGAS NV PSDC	46,629	46,629	45,096	41,935	858	40,586	-	-	41,966	43,409	93%	-	-	-
NEVADA-SIERRA	310960	BOULDER CITY PD	1,627	1,627	1,574	1,508	36	1,416	-	-	1,464	1,570	96%	-	-	-
NEVADA-SIERRA	311750	CRYSTAL BAY PD	402	402	389	459	61	350	-	-	362	563	140%	-	-	-
NEVADA-SIERRA	312961	ELK-ASPEN STA	1,620	1,623	1,570	1,500	31	1,413	-	-	1,461	1,554	96%	-	-	-
NEVADA-SIERRA	312962	ELK-SPRING CREEK STA	844	844	816	854	31	734	-	-	759	1,008	119%	-	-	-
NEVADA-SIERRA	312960	ELKO PD	1,921	1,934	1,871	1,772	34	1,684	-	-	1,741	1,829	95%	-	-	-
NEVADA-SIERRA	312640	ELY PD	1,509	1,509	1,450	1,713	35	1,314	-	-	1,358	1,773	117%	-	-	-
NEVADA-SIERRA	312880	FALLOW PD	1,676	1,677	1,622	1,435	44	1,460	25	\$1,124	1,510	1,510	90%	-	-	-
NEVADA-SIERRA	314081	HEN-VALLE VERDE STA	3,350	3,360	3,250	3,635	83	2,925	-	-	3,024	3,777	112%	-	-	-
NEVADA-SIERRA	314082	HEN-SEVEN HILLS STA	3,717	3,717	3,595	3,472	58	3,236	-	-	3,346	3,571	96%	-	-	-
NEVADA-SIERRA	314080	HENDERSON PD	3,286	3,286	3,178	3,855	85	2,860	-	-	2,957	4,003	122%	-	-	-
NEVADA-SIERRA	316201	NOR-MEADOW MESA STA	3,558	3,562	3,445	3,179	68	3,100	-	-	3,206	3,256	93%	-	-	-
NEVADA-SIERRA	316200	NORTH LAS VEGAS PD	2,514	2,519	2,436	3,571	74	2,193	-	-	2,267	3,698	147%	-	-	-
NEVADA-SIERRA	316480	PAHRUMP PD	2,408	2,410	2,331	5,365	96	2,096	-	-	2,169	5,530	229%	-	-	-
NEVADA-SIERRA	057408	SOUTH LAKE TAHOE PD	1,809	1,811	1,752	1,679	38	1,576	-	-	1,630	1,744	96%	-	-	-
NEVADA-SIERRA	316030	SILVER SPG PD	845	845	817	845	20	739	-	-	761	879	104%	-	-	-
NEVADA-SIERRA	318241	SPA-SUN VALLEY FINANCE UNIT	581	581	562	575	2	506	-	-	523	579	100%	-	-	-
NEVADA-SIERRA	318242	SPA-VISTA STA	2,476	2,478	2,397	2,939	58	2,157	-	-	2,230	3,038	123%	-	-	-
NEVADA-SIERRA	318240	SPARKS PD	2,090	2,096	2,027	2,538	43	1,824	-	-	1,886	2,612	126%	-	-	-
NEVADA-SIERRA	057657	SUS-EAGLE STA	906	907	875	879	27	750	-	-	817	925	102%	-	-	-
NEVADA-SIERRA	319760	WINNEMUCCA PD	1,783	1,780	1,724	3,182	28	1,552	-	-	1,605	3,230	181%	-	-	-
NEVADA-SIERRA	319840	YERRINGTON PD	1,480	1,490	1,444	1,798	38	1,299	-	-	1,343	1,963	125%	-	-	-
NEVADA-SIERRA	314882	LAS VEGAS MPA	8,755	8,755	8,467	7,900	171	7,620	-	-	7,879	8,193	94%	-	-	-
NEVADA-SIERRA	314895	LAS-RED ROCK VISTA STA	2,975	2,975	2,877	3,021	95	2,590	-	-	2,678	3,114	105%	-	-	-
NEVADA-SIERRA	314891	LAS-HUNTRIDGE STA	1,857	1,857	1,796	1,945	24	1,617	-	-	1,672	1,904	102%	-	-	-
NEVADA-SIERRA	314895	LAS-CROSSROADS STA	5,213	5,213	5,042	5,696	143	4,538	-	-	4,892	5,902	113%	-	-	-
NEVADA-SIERRA	314901	LAS-SUNRISE ANX	3,463	3,463	3,349	3,117	54	3,014	-	-	3,117	3,210	93%	-	-	-
NEVADA-SIERRA	314899	LAS-EMERALD STA	2,434	2,434	2,354	2,917	46	2,118	-	-	2,190	2,968	123%	-	-	-
NEVADA-SIERRA	314890	LAS-GARSDIE STA	2,668	2,668	2,571	2,972	67	2,314	-	-	2,393	3,087	136%	-	-	-
NEVADA-SIERRA	314903	LAS-KING STA	3,035	3,035	2,936	2,818	49	2,642	-	-	2,732	2,962	96%	-	-	-
NEVADA-SIERRA	314896	LAS-SILVERADO STA	2,334	2,334	2,257	2,494	39	2,031	-	-	2,100	2,360	110%	-	-	-
NEVADA-SIERRA	314897	LAS-SPRING VALLEY STA	2,183	2,183	2,111	2,554	34	1,900	-	-	1,964	2,612	120%	-	-	-
NEVADA-SIERRA	314899	LAS-SUMMERLIN STA	3,321	3,321	3,212	3,410	67	2,891	-	-	2,989	3,507	100%	-	-	-
NEVADA-SIERRA	314902	LAS-TOPAZ STA	1,162	1,162	1,123	1,674	32	1,011	-	-	1,045	1,728	149%	-	-	-
NEVADA-SIERRA	314904	LAS-WESTRIDGE STA	2,806	2,806	2,713	3,050	54	2,442	-	-	2,525	3,143	112%	-	-	-
NEVADA-SIERRA	314903	LAS-WINTERWOOD STA	2,147	2,147	2,077	2,547	35	1,869	-	-	1,933	2,607	121%	-	-	-



User ID: KZSPN0

Report: TAC100R2 v3.001

Restricted USPS T&A Information

Date: 10/29/14

YrPPWk: 2014-15-2 to 2014-21-2

KIRKLAND WA

Time: 03:03 PM

Fin. #: 54-4144

LDC Summary Report

Page: 7

YrPPWk: 2014-18-2

Weekly Summary

Sub Unit: 0000

<u>LDC</u>	<u>Work Hrs</u>	<u>Overtime Hrs</u>	<u>% OT</u>	<u>Penalty Hrs</u>	<u>% Penalty</u>	<u>Sick Leave</u>	<u>% SL</u>
3800	27.27	6.00	22.00	0.00	0.00	0.00	0.00
Total Function 3	27.27	6.00	22.00	0.00	0.00	0.00	0.00
ALL FUNCTIONS	27.27	6.00	22.00	0.00	0.00	0.00	0.00
FLSA OVERTAGES (-)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BORROWED HRS (-)	14.99	0.00	0.00	0.00	0.00	0.00	0.00
LOANED HRS (+)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL T&A HRS (=)	12.28	6.00	48.86	0.00	0.00	0.00	0.00

PM Daily / Senior By Crew Summarized

Crew: 008 Supervisor: Tour: 3

WEST SACRAMENTO PD
3775 INDUSTRIAL BLVD
WEST SACRAMENTO, CA. 95799-9930

Begin FY: 2008 PD: 05
End FY: 2009 PD: 04

U.S.P.S.: eMARS Reports
DATE: 02/11/2009
TIME: 10:46:07

FY	PD	Acronym	Est Wks Time	Act. Time	QTY Sched	QTY Comp	QTY Part	QTY Bypass	Reason Count					
									0	1	7	8	9	
2008	05	BLDGS	2,461.3	1,388.2	302	265		37	37					4
2008	06	BLDGS	2,385.8	1,297.8	305	258		46	46					2
2008	07	BLDGS	2,449.3	1,477.7	299	270		29	29					
2008	08	BLDGS	2,420.8	928.7	299	176	2	121	121					
2008	09	BLDGS	2,508.5	238.4	300	55		245	245					
2008	10	BLDGS	2,336.2	451.9	296	83	3	210	210					
2008	11	BLDGS	2,336.2	1,264.1	296	245	4	47	47					
2008	12	BLDGS	2,336.2	1,264.8	296	234	21	41	41					
2008	13	BLDGS	2,336.2	1,295.9	296	232	27	37	37					
2008	01	BLDGS	2,336.2	1,402.0	296	240	14	42	42					
2009	02	BLDGS	2,336.2	1,385.8	296	248	21	27	27					
2009	03	BLDGS	2,336.2	1,275.4	296	232	25	39	39					
2009	04	BLDGS	2,336.2	1,199.8	296	228	26	42	42					
Grand Total:			30,915.8	14,898.3	3,873	2,767	143	963	963					6
% Completed:			71.44%											

Note Key: 0 = Bypass by computer 1 = Non-Availability of Resources 7 = Oper. Requirements 8 = Eqp. down for Maint.
9 = Eqp Not Oper. since last Sched Maint./Custodial Routes did not need to be performed (Bypass 9 not included in "Qty Sched" and "Qty Bypassed")

pre013.rdf

Page 1

PM Daily / Senior By Crew Summarized

Crew: 065 Supervisor: Tour: 2

WEST SACRAMENTO PD
3775 INDUSTRIAL BLVD
WEST SACRAMENTO, CA. 95799-9930

Begin FY: 2008 PD: 05
End FY: 2009 PD: 04

March 1, 2008
Jan. 31, 2009

U.S.P.S.: eMARS Reports
DATE: 02/11/2009
TIME: 10:37:24

FY	PD	Activity	Est Wk Time	Act. Time	QTY Sched	QTY Comp	QTY Part	QTY Bypass	Reason Count:					
									0	1	7	8	9	
2008	05	BLDG	4.0	3.0	4	3		1						
2008	05	BLDGS	2,472.4	2,671.4	409	380	1	28	28					
2008	06	BLDG	5.0	4.0	5	4		1						
2008	06	BLDGS	2,413.0	2,895.5	408	385	3	20	20					
2008	07	BLDG	3.0	3.0	3	3								
2008	07	BLDGS	2,261.0	2,602.4	391	370	3	18	18					
2008	08	BLDG	5.0	5.0	5	5								
2008	08	BLDGS	2,263.0	2,542.4	393	374	5	14	14					
2008	09	BLDG	3.0	3.0	3	3								
2008	09	BLDGS	2,261.0	2,666.2	391	372		19	19					
2008	10	BLDG	4.0	4.0	4	4								
2008	10	BLDGS	2,282.0	2,698.1	392	364	16	12	12					
2008	11	BLDG	5.0	5.8	5	5								
2008	11	BLDGS	2,293.0	2,903.2	393	388	1	4	4					
2008	12	BLDG	4.0	4.0	4	4								
2008	12	BLDGS	2,282.0	2,772.1	392	369	12	11	11					
2008	13	BLDG	4.0	4.0	4	4								
2008	13	BLDGS	2,282.0	2,658.3	392	379		13	13					
2009	01	BLDG	4.0	3.0	4	4								
2009	01	BLDGS	2,282.0	2,821.3	392	363	1	28	28					
2009	02	BLDG	3.0		3			3	3					
2009	02	BLDGS	2,281.0	2,512.5	391	361	4	26	26					
2009	03	BLDG	4.0	3.0	4	3		1	1					
2009	03	BLDGS	2,134.8	2,363.0	371	346	4	21	16	5				
2009	04	BLDG	4.0	2.0	4	2		2	2					
2009	04	BLDGS	2,092.4	2,229.9	364	320	3	41	41					
Grand Total:			29,521.8	33,982.1	5,131	4,815	53	263	258	5				
% Completed:			93.84%											

Note Key: 0 = Bypass by computer 1 = Non-Availability of Resources 7 = Oper. Requirements 8 = Equip. down for Maint.
9 = Equip Not Oper. since last Sched Maint./Custodial Route did not need to be performed (Bypass 9 not included in "Qty Sched" and "Qty Bypassed")

PM Daily / Senior By Crew Summarized

Crew: 011 Supervisor: Tour: 1

WEST SACRAMENTO PD
3775 INDUSTRIAL BLVD
WEST SACRAMENTO, CA. 95799-9930

Begin FY: 2008 PD: 05
End FY: 2009 PD: 04

U.S.P.S.: eMARS Reports
DATE: 02/11/2009
TIME: 10:42:20

FY	PD	Acronym	Est Wkr Time	Act Time	QTY Sched	QTY Comp	QTY Part	QTY Bypass	Reason Count				
									0	1	7	8	9
2008	05	BLDGS	1,668.9	1,160.4	344	274	34	36	35	1	7	8	9
2008	06	BLDGS	1,581.8	1,135.1	340	291	16	31	31				
2008	07	BLDGS	1,586.4	1,068.8	338	240	25	73	71	2			
2008	08	RI DCS	1,564.8	935.2	226	180	17	139	120	11			
2008	09	BLDGS	1,696.8	1,126.8	337	250	7	50	32	16			
2008	10	BLDGS	1,564.8	920.2	336	195	1	140	100	39	1		
2008	11	BLDGS	1,564.8	1,041.8	336	229		107	95	12			
2008	12	BLDGS	1,564.8	1,153.4	336	284	6	46	34	12			
2008	13	BLDGS	1,564.8	1,140.1	336	271	4	61	54	7			
2009	01	BLDGS	1,564.8	1,050.2	336	238	4	93	69	24			
2009	02	BLDGS	1,564.8	941.9	336	181	4	151	151				
2009	03	BLDGS	1,564.8	954.9	336	192	3	141	140	1			
2009	04	BLDGS	1,564.8	690.0	336	112		224	224				
2009	04	TRNG	1.0		1			1	1				
Grand Total:			20,616.1	13,318.8	4,383	2,967	123	1,293	1,165	127	1		1
% Completed:			67.69%										

Note Key: 0 = Bypass by computer 1 = Non-Availability of Resources 7 = Oper. Requirements 8 = Eqp. down for Maint.
9 = Eqp Not Oper, since last Sched Maint/Custodial Route did not need to be performed (Bypass 9 not included in "Qty Sched" and "Qty Bypassed")

pre013.rtf

A close-up, artistic photograph of a watch movement. The dial is a vibrant blue with gold hands and hour markers. The watch is shown from a low angle, emphasizing the curvature of the case and the intricate mechanical parts of the movement. The text "That's it!" is centered over the image in a bold, black, sans-serif font.

That's it!

2: July 9, 2014 M.O.U.

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

Re: MS-47 TL-5 Implementation and Maintenance Craft PSE Conversions

The parties acknowledge their commitment to the orderly implementation of the MS-47 TL-5 upon release. The parties accordingly agree to the following understandings and provisions;

- 1) The United States Postal Service (USPS) and the American Postal Workers Union (APWU) jointly agree to the MS-47 TL-5 dated June 27, 2014 as written. A copy of that document is Attachment A to this Memorandum of Understanding (MOU).

The following Maintenance Management Order(s) (MMO), copies of which are Attachments B and C to this MOU, respectively, are accepted as written:

- Draft MMO mm14001af (MMO-001-14) Team Cleaning Tools and Equipment for Facility Custodial Cleaning
- Draft MMO mm14003ae (MMO-003-14) Housekeeping Inspection Techniques

The MS-47 TL-5 and the above referenced MMOs represent the agreed upon changes resulting from Article 19 discussions between the parties.

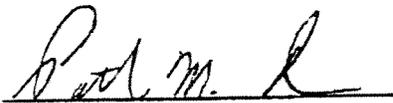
- 2) Except for those employees permitted to make a different choice by this paragraph, the USPS will convert "in-place" all current Maintenance Craft Postal Support Employees (PSEs) to career status, either to full-time regulars (FTRs) or part-time regulars (PTRs), consistent with the duty assignment the PSE currently works. These conversions will take place as soon as reasonably possible, but no later than within 30 days after the signing of this agreement. Any Maintenance PSE who has been converted prior to the date of this MOU or has made a selection of a duty assignment for conversion will have the choice of remaining in their present location and duty assignment or returning to the duty assignment they covered immediately prior to their conversion provided that duty assignment has not already been filled in accordance with Article 38. An employee who returns to a former installation under the terms of this paragraph will have the career status (FTR or PTR) they would have received had they been converted "in-place" as described herein and will receive seniority credit as if they had not left the former installation.
- 3) The complete conversion of all Maintenance Craft PSEs to career status in the Maintenance Craft pursuant to this MOU fully resolves all disputes at all levels regarding Maintenance Craft PSE cap violations in Function 3B including, but not limited to, all Maintenance examples cited in case Q10C-4Q-C 13126898 / APWU HQTG 20130201.
- 4) This MOU further satisfies item 3b of the Maintenance Craft – PSE Conversion to Career MOU dated March 28, 2014 and the reference therein to October 31, 2014 is moot. The remainder of that MOU and the pecking order for PSE conversion to career stated in the Conversion to Career MOU shall remain in effect and is hereby reconfirmed.
- 5) Maintenance Craft PSEs converted to career who have already served two full terms as a PSE will not be required to serve an additional probationary period after conversion to career.
 - a) This provision applies whether conversion is under this MOU or any other provision causing a PSE conversion to career. An exception to serving an additional probationary period is in the ten (10) already identified sites where converted PSEs working at those sites will not serve a probationary period regardless of whether they have completed two full terms as a PSE. A document listing those ten sites is Attachment D to this MOU. Further, any Maintenance PSE converted to career who does serve an

additional probationary period is not to be separated due to "lack of work" during their probationary period.

- 6) In facilities that are maintained by USPS custodians, upon the conclusion of each Postal Fiscal Year (FY), during October of the new FY, the total custodial work hours for the just completed fiscal year shown on the end of year report(s) for Labor Distribution Code (LDC) 38 (custodial work) will be compared with 90% of the custodial work hours shown on Line H of PS form 4852. The results will be provided to and discussed with the Local APWU President or designee. Falling short of 90% of the work hours shown on PS Form 4852 Line H will result in compensation for each hour short of 90% of the hours on PS Form 4852 Line H paid at the overtime rate to the custodial employees who will be identified in writing by the APWU Local Union. The APWU Local Union will determine the appropriate custodial employee(s) to compensate. In the fiscal year of the MS-47 TL-5 implementation, the period shall be prorated for the time MS-47 TL-3 PS Form 4852 was in effect and the time MS-47 TL-5 PS Form 4852 was in effect. Where staffing changes have been made during the course of the fiscal year, the final Line H hours of the PS Form 4852 to be considered for comparison at the end of the FY shall be the sum of the hours shown on each PS Form 4852 Line H prorated for the period each of the staffing packages were in effect during the FY. The 90% of Line H work hours is not intended to permit the staffing level for the individual facility (e.g. a station, branch, VMF, annex, etc.) covered by the PS Form 4852 to be below the number of employees shown on the PS Form 4852. Where a custodial duty assignment works at more than one facility, the local parties are to agree on how to apply the work hours.
 - a) Further in any facility where the facility has fallen short of the 90% of work hours on PS Form 4852 Line H for a FY and in the succeeding Fiscal Year comparison, the facility is again short of achieving the 90% of work hours on PS Form 4852 Line H, the payments made under this paragraph will then be equal to the difference between the custodial work hours shown on the end of year report(s) for LDC 38 and 100% of the work hours shown on PS Form 4852 Line H for that Fiscal Year. (after prorating if applicable).
 - b) Compensation at 100% of work hours reflected on the PS Form 4852 Line H calculation will only occur when the facility has failed to achieve the 90% threshold in successive, consecutive years but shall continue at the 100% level until the facility has achieved 90% of the work hours in a fiscal year. For subsequent failure to reach the 90% of work hours on the PS Form 4852 the process described herein repeats.

Note: PS Form 4852 Line H shall be pro-rated for any period that the facility had to suspend operations on account of an emergency, disaster or otherwise of an Act of God.
- 7) Installations where the MS-47 TL-5 has as yet not been implemented, the USPS may hire Maintenance Craft PSEs within the applicable cap and assign them to the hours and days off of a residual vacancy which the Service declares as a held pending reversion duty assignment. A duty assignment may be declared as held pending reversion after the Service has notified the Union of the intent to implement the MS-47 TL-5 at that facility and after an initial work loading has been completed indicating reduced custodial staffing. Until the implementation of the MS-47 TL-5 with its approved staffing package, the installation, for the purpose of applying paragraph six (6) above, Line H from MS-47 TL-3 PS Form 4852 will be used (see item 11 for placing residual vacancies existing on the signing of this MOU as held pending reversion).
- 8) Upon implementation of MS-47 TL-5 in a facility, duty assignments may be reverted provided the staffing level does not go below that required by MS-47 TL-5.
- 9) All LDC 38 work hours, career and PSE count towards PS Form 4852 Line H hours.
- 10) Staged implementation of MS-47 TL-5:
 - a) The USPS and APWU agree to implement the MS-47 TL-5 dated June 27, 2014 and its cleaning procedures at no more than 15 facilities during Fiscal Year (FY) 2014 (for purposes of this MOU only a "facility" is a single site or location which has its own PS Form 4869, PS Form 4839 and PS Form 4852). By the end of FY 2015 no more than 100 facilities shall have the MS-47 TL-5 cleaning procedures implemented. (This number 100 includes facilities, where the MS-47 TL-5 was implemented in FY 2014). The implementation in the remaining facilities shall be completed thereafter.

- b) For purposes of this MOU no involuntary reassignments (excessing), except for actions taken under Article 12.5.C.4, may occur due to the implementation of MS-47 TL-5 at any installation.
 - c) The parties understand that until the Service implements MS-47 TL-5, the MS-47, TL-3 version is applicable to the facility. Outside of item 6 above, this settlement is not intended to nullify or modify any prior headquarters agreements, settlements or awards in which the 1983 MS-47 was an issue.
- 11) Custodial duty assignments which are vacant upon the signing of this MOU, and which are not being covered by Maintenance Craft PSEs or committed for employee transfer may be declared as held pending reversion or reverted, if reversion is otherwise permitted under Article 38.4, within 120 days of the signing of this MOU. The work hour requirements of item 6 above must still be met. Duty assignments declared as held pending reversion under this item will be counted toward the staffing level for the facility under the MS-47 TL 3. Duty assignments declared as held pending reversion under this item may be filled by a PSE if allowed within the applicable PSE cap.
- 12) After the date on which this MOU is signed, a vacant custodial duty assignment in an installation which has not implemented the MS-47 TL-5 may be reverted only in accordance with Article 38 or placed in held pending reversion based on this MOU (see item 6 above) and only then provided the applicable PSE cap is not exceeded.



Patrick M. Devine
Manager, Contract Administration (APWU)
United States Postal Service

Date: 7-9-14



Steven G. Raymer
Director, Maintenance Division
American Postal Workers Union, AFL-CIO

Date: 7/9/2014

3: August 6, 2014 Q & A's on the July 9, 2014
M.O.U.

Note: APWU Maintenance Division concurs
Steve Raymer, Director
8/6/2014

From: [LeFevre, Terry C - Merrifield, VA](#)
To: [#LR Area Mgrs](#)
Cc: [Devine, Patrick M - Washington, DC](#); [Bunnell, Thomas A - Greensboro HR Shared Srv Cntr](#); [Bratta, Dominic L - Merrifield, VA](#); [Coffey, Todd C - Washington, DC](#); [Dean, Rickey R - Washington, DC](#); [Adona, Jacqueline D - Washington, DC](#); [Virk, Vijay V - Washington, DC](#); [Brenker, Robert C - Washington, DC](#); [Steven Raymer](#)
Subject: RE: Revised - Expanded Q & As re: MOU MS-47 TL-5 Implementation and Maintenance Craft PSE Conversion
Date: Wednesday, August 06, 2014 3:02:41 PM
Attachments: [MS-47 Additional Q & A 08062014 1455.docx](#)

All,

Attached are the latest agreed upon Q & A's. Q. #28 has been added further clarifying Q. #1. Please use the file attached as the most recent guidance

Terry C LeFevre
Labor Relations Specialist
Contract Administration (APWU)
(717)257-2160
terry.c.lefevre@usps.gov

From: LeFevre, Terry C - Merrifield, VA
Sent: Monday, August 04, 2014 1:05 PM
To: #LR Area Mgrs
Cc: Devine, Patrick M - Washington, DC; Bunnell, Thomas A - Greensboro HR Shared Srv Cntr; Bratta, Dominic L - Merrifield, VA; Coffey, Todd C - Washington, DC; Dean, Rickey R - Washington, DC; Adona, Jacqueline D - Washington, DC; Virk, Vijay V - Washington, DC; Brenker, Robert C - Washington, DC; "Steven Raymer" (sraymer@apwu.org)
Subject: Revised - Expanded Q & As re: MOU MS-47 TL-5 Implementation and Maintenance Craft PSE Conversion
Importance: High

All,

Former Question #26 regarding the acceptability of the August 9 conversion date has been removed as we have not mutually agreed on the answer. Please use this file version of the Q & A for reference to mutually agreed responses.

Terry C LeFevre
Labor Relations Specialist
Contract Administration (APWU)
(717)257-2160
terry.c.lefevre@usps.gov

MS-47 Maintenance MOU Questions

1. Are PSE conversions to newly created positions that will match current PSE schedules that exceed the current authorized custodian staffing considered UAR positions? If they are considered valid, full time regular or part time regular placements that are part of current MS-47 staffing, do the newly created positions need to be posted to the installation per the contract?
 - A. PSEs should be considered as assigned to the position they are converted into. These jobs are not to be posted for bid except in accordance with Article 38. They are considered "filled" by the PSE that was converted.
2. Does this MOU eliminate the need for conversions based on District and/or Installation seniority registers for the purpose of converting PSE custodians on the rolls prior to the signing of the MOU?
 - A. Conversions that have occurred and resulted in a scheduled reporting date (award) should be completed. Further conversions as required by the March 28 MOU up to October 31 are no longer required and remaining PSEs will be converted IAW the July 9, MOU Re: MS-47 TL-5 Implementation and the Maintenance Craft PSE Conversions. Per item 4 of the July 9 MOU, the *remainder* of the March 28, MOU including provisions for career conversion remain in effect. Also see answer 12 below.
3. If there are more residual positions, FTR/PTR, than there are PSE custodians in an installation, will the remaining residual positions be filled by in-service registers and other means per the JCIM (Item 7B forward)? Must they be held pending reversion or can the position be reverted if these positions are not authorized under the current MS-47?
 - A. Remaining residual vacancies may be filled IAW Article 38 and the pecking order established in the JCAM and the March 28, Maintenance PSE Conversion MOU, or may be reverted or held pending reversion IAW Article 38 or the MOU Re: MS-47 TL-5 Implementation and the Maintenance Craft PSE Conversions.
4. If a position is held pending reversion, is there a requirement to cover this position with a PSE hire as long as there is room within the cap? If there is no room within the cap, what other options are permitted under the MOU?
 - A. When a position held pending reversion remains required as part of the current staffing package it may be covered with a PSE if there is room in the cap. (See MOU #11) If there is no room within the PSE cap to cover a required position the position should be filled IAW Article 38, JCIM and applicable MOU's.
5. The MOU indicates PSEs converted to regular will have the option to return to their former installation/position, if the position is still available. Would the starting point for these reviews be conversions done on or after March 20, 2014?
 - A. Yes
6. The Area has two Districts that provided the required local notification to the APWU for excessing to the needs of the section based on recent WHEP's. This occurred prior to July 9, 2014. Higher level impacted occupational codes, including MOS clerks, were to be offered lower level residual custodian positions in these offices. Will we be continuing with the excessing within the installation and within the craft and holding residual positions for the excessing? How will the Districts be handling the PSE custodian conversions in these installations if excessing is to continue within the installation? Would the PSE's be converted to UAR schedules until the excessing is completed?
 - A. This should not impact plans to excess other occupational groups except by reducing the number of available custodial vacancies.

7. If an installation is under the MS-47 TL-3 authorized staffing and there are residual positions that exceed that authorized staffing, does Item 11 of the MOU give the installation the ability to revert these positions as long as the reversion occurs within 120 days of the signing of the MOU?
 - A. *Remaining* residual vacancies that are in excess of the required staffing may be reverted. See item 11 of the MOU.
8. By “in place” conversions, this means there will be no preferencing by seniority for residual positions within an installation correct?
 - A. There will be no seniority consideration for different assignments as a result of the conversion. Subsequent bidding will be IAW the posting and filling of positions per Article 38.
9. How are we to handle a custodian PSE that does not have a regular schedule for conversion purposes?
 - A. The parties will need to make that determination locally. PSE's should be covering duty assignments.
10. If the Custodian PSE schedule includes work in more than one installation with no more than 30 minutes of unpaid travel time per the Maintenance MOU for insourced work, is it a local determination for assignment of the position for the purpose of the MS-47? And how will that be credited for the 90% threshold when the installations are moved to the new model?
 - A. Conversion to career does not necessarily impact these assignments. The work hours will be reported as agreed to by the parties per item 6 in the MOU.
11. Are Custodian PSE's allowed to decline the “in place” conversions?
 - A. No
12. Under Item 2, any PSE who “has made a selection of a duty assignment for conversion”, would this include preferencing selections that had been made but not yet finalized by HQ's through the due diligence process and so not yet communicated to the employee?
 - A. Employees who have already been assigned and reporting, or scheduled or expected to report, may exercise their right under item 2.
13. Will disputes that arise over this MOU continue to go through the ADR process currently in place if a local solution cannot be reached?
 - A. Yes
14. Are PSEs in the "1500" offices that were insourced to be included in the conversion to career?
 - A. Yes
15. Are the PS Form 4852 Line H calculations outlined in Item 6 of the MOU in effect for FY 2014?
 - A. Calculations for Line H should be prorated from July 9 through the end of FY 2014.
16. Does the term “in-place” mean “installation” or actual duty assignment/schedule the PSE is working?
 - A. For the purpose of this MOU “in-place” means the location and actual duty assignment being covered or if not in a specific duty assignment the schedule the PSE was assigned.

17. If we have residuals for placement of the PSEs in the installation, do we canvas the PSEs for their preference?
- A. No. PSEs converted under this MOU do not preference except as provided in Item 2 of the MOU.
18. If a PSE was converted based on the March 28 PSE Conversion MOU and they elect to return to their former assignment as provided in Item 2 of the MOU, but they were not covering a duty assignment in the former installation, do they select a residual duty assignment, and what if there are none?
- A. The employee is placed in the schedule they were assigned, and in the appropriate career category based on that schedule as provided in Item 2 of the MOU.
19. How long do we allow a converted PSE to decide on whether or not to return to the former assignment?
- A. Management will canvas PSE converted under the March 28 MOU. The PSE must indicate a preference when canvased.
20. A current PSE schedule is different than a residual position in the same installation - do we create an additional position for placement of the PSE or can the PSE be placed into the residual position containing the different schedule?
- A. For the purpose of this MOU "in-place" means the location and actual duty assignment being covered or if not in a specific duty assignment the schedule the PSE was assigned.
21. Per Section 5.11 of the MS-47 a local APWU representative may observe in the development of the staffing package. Is the representative on the clock?
- A. One designated union official may be on "steward time" to observe development of the staffing package.
22. Can PSEs be converted to career in any other bargaining unit jobs e.g. Group Leader Custodial, or Building Maintenance Custodian?
- A. No
23. Will Maintenance PSEs in small offices who worked non-custodial related hours in excess of the MS-47 earned hours for the office(s) they were assigned have those non-custodial hours included in their schedule?
- A. No.
24. Do current career employees have the right to bid on residual vacancies and schedules the PSEs are initially given upon PSE conversion to career IAW this MOU prior to the PSE conversions?
- A. No.
25. Can a newly converted PSE who was not covering a residual vacancy and was working hours and non-scheduled days not matching a vacant residual duty assignment be made Unassigned Regular (UAR) and scheduled for the hours and days off they were actually working as a PSE?
- A. Yes
26. Regarding item 6 of the July 9, 2014 MOU, when determining the LDC 38 work hours to be compared to Line H on the authorized PS 4852, is there are agreed upon report to use?
- A. The LDC 38 work hours can be shown by whichever report, or combination of reports, will be provide the best evidence. The end of FY LDC 38 work hours used must reflect

the actual custodial work performed that is included in the Line H total. In other words, only custodial work identified in the staffing package and reflected on the Line H annual time will be used as the comparison. Work hours that do not reflect custodial work, improperly coded work or custodial work not included in Line H will be subtracted or ignored for the purposes of the LDC 38 end of FY comparison.

27. Regarding question #13 above. Will all issues go through the ADR process if unable to be resolved locally?

A. Only issues related to the PSE conversions are expected to be resolved through the ADR process.

28. Can you provide further clarification of question #1 above?

A. Regarding question #1 above. For further clarification, if a PSE is converted and placed in a previously existing (on the PAR) duty assignment which they were "covering", they are assigned to that duty assignment and it is not available for posting and bidding except in accordance with Article 38 (Example 38.4.A.4). Where a PSE was not covering (working in) a specific duty assignment they may become an Unassigned Regular, and be given the schedule they were actually working. Immediately (if addressed in the LMOU, the next posting cycle, otherwise 14 days) after the PSE's have been converted per this MOU, **all** existing vacant and residual PS-4 Laborer Custodial duty assignments will be posted for all eligible employees within the occupational group within the bid cluster and filled by PAR. Current employees and newly converted former PSE employees will all have the opportunity to PAR. Any remaining Unassigned Regulars may be assigned IAW 38.5.A.8.

August 6, 2014

4: Maintenance Director Raymer explanation of the
Line H hours pertaining to the July 9, 2014 M.O.U.

Tracking Custodial Work Hours

From: Steve Raymer, Director Maintenance Division

The MOU of July 9, 2014 regarding the MS-47, TL-5 implementation contained, amongst other noteworthy items, a provision for an automatic remedy for a violation regarding staffing and work performance. This was done at item 6 of the MOU:

6. In *facilities that are maintained by USPS custodians*, upon the conclusion of each Postal Fiscal Year (FY), *during October of the new FY*, the total custodial work hours for the just completed fiscal year shown on the end of year report(s) for Labor Distribution Code (LDC) 38 (custodial work) will be compared with 90% of the custodial work hours shown on Line H of PS form 4852. *The results will be provided to and discussed with the Local APWU President or designee. Falling short of 90% of the work hours shown on PS Form 4852 Line H will result in compensation for each hour short of 90% of the hours on PS Form 4852 Line H paid at the overtime rate to the custodial employees who will be identified in writing by the APWU Local Union. The APWU Local Union will determine the appropriate custodial employee(s) to compensate. In the fiscal year of the MS-47 TL-5 implementation, the period shall be prorated for the time MS-47 TL-3 PS Form 4852 was in effect and the time MS-47 TL-5 PS Form 4852 was in effect. Where staffing changes have been made during the course of the fiscal year, the final Line H hours of the PS Form 4852 to be considered for comparison at the end of the FY shall be the sum of the hours shown on each PS Form 4852 Line H prorated for the period each of the staffing packages were in effect during the FY. The 90% of Line H work hours is not intended to permit the staffing level for the individual facility (e.g. a station, branch, VMF, annex, etc.) covered by the PS Form 4852 to be below the number of employees shown on the PS Form 4852. Where a custodial duty assignment works at more than one facility, the local parties are to agree on how to apply the work hours.*

a) *Further in any facility where the facility has fallen short of the 90% of work hours on PS Form 4852 Line H for a FY and in the succeeding Fiscal Year comparison, the facility is again short of achieving the 90% of work hours on PS Form 4852 Line H, the payments made under this paragraph will then be equal to the difference between the custodial work hours shown on the end of year report(s) for LDC 38 and 100% of the work hours shown on PS Form 4852 Line H for that Fiscal Year. (after prorating if applicable).*

b) *Compensation at 100% of work hours reflected on the PS Form 4852 Line H calculation will only occur when the facility has failed to achieve the 90% threshold in successive, consecutive years but shall continue at the 100% level until the facility has achieved 90% of the work hours in a fiscal year. For subsequent failure to reach the 90% of work hours on the PS Form 4852 the process described herein repeats.*

The above spells out with a good deal of specificity what occurs and when. Taking things from the beginning, note that the above applies to “*facilities that are maintained by USPS custodians.*” There is no mention of whether the facility is covered by TL-3 or the TL-5 version of the MS-47. That is because it does not matter. Item 6 applies to all facilities where we have maintenance custodians. Next is, “*during October of the new FY*” which advises the Local when the comparison of work hours (from LDC 38) to the staffed for work hours (Line H from the 4852) will occur. The comparison is spelled out as the difference between the LDC 38 hours and 90% of the Line H hours.

Tracking Custodial Work Hours

Remember that each facility (building) in your installation has their own staffing package. The comparison is done individually for each MPO, P&D, station, VMF, branch or other subordinate unit. This also prevents local management from playing the game of sending station custodians into the plant to attempt to artificially raise the LDC 38 work hours in the plant since they will come up short at the station. It is left to the Local to decide how hours worked between facilities are divided up.

Next, "The results will be provided to and discussed with the APWU Local President ..." This is clear that it is management that will give the comparison to the Local. Of course, the Local can request the information to get the ball rolling. And, don't believe for a second that your Local manager can't get the LDC 38 hours - they either have the direct access or they make a phone call and have the LDC 38 report sent to them.

If the comparison results are less than 90% of the Line H hours, then payment is due at the OT rate for the number of hours that would bring LDC 38 up to the 90% threshold. If again the next FY, the Service is less than 90% of the Line H hours, then the payment at the OT rate will be for the number of hours between the LDC 38 hours and 100% of the Line H hours.

The work that must be done by the Local representatives is to ensure that the LDC 38 hours are actually made up of work that has been included in the staffing package. If custodians are regularly performing some kind of work (e.g. - moving furniture) and there is no time allotted in the staffing package for moving furniture, then those LDC 38 hours cannot be included in the year-end total. The way to determine the number of hours used for moving furniture is to pull the year-end report for the work order or route that was used to track the work. This is to ensure an apples-to-apples comparison.

Custodial work must be included in the staffing package. If the work is not in the staffing package, then the LDC 38 hours cannot be augmented with the additional hours. The point here is to ensure that the office is properly staffed to perform the identified work. If management wants the additional work (and so do we of course), then it gets included in the staffing package. If management will not include it in the package, then they will end up paying for the performance of that work every fiscal year.

Our policing job through the year is to remind everyone to punch onto the proper operation, get your higher level whenever appropriate (e.g. - driving, P.I.E. operation) and that any work being done by custodians is verified as included within the staffing package. If the work is not in the package and reflected on Line H, even if it is legitimate custodial work, the local should track this including, if necessary, filing a grievance demanding the work hours not be included in the end of FY comparison. Policed properly, come October, the automatic remedy at the OT rate will apply. Or, better yet, your office is fully staffed and we are performing all of our work. **Merry Christmas ☺**

5: Example of the MS-47, TL-3, PS-Form 4852

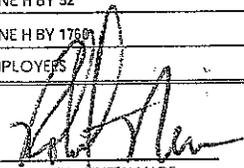
U.S. POSTAL SERVICE WORKLOAD ANALYSIS AND SUMMARY	POST OFFICE	CITY OF INDUSTRY	GROSS INTERIOR AREA	438,351	
	STATE AND ZIP CODE	15421 GALE AVE.		EXTERIOR PAVED	605,945
	UNIT	CA, 91715-9810		EXTERIOR UNPAVED	46,497

Line No	JOB REQUIREMENT (A)	Operation (B)	UNIT OF MEASURE (C)	MINUTES PER SQ.FT OR UNIT (D)	WEEKLY QUANTITY (E)	WEEKLY MINS. (F)	Line No	JOB REQUIREMENT (G)	Operation (H)	UNIT OF MEASURE (J)	MINUTES PER SQ.FT OR UNIT (K)	QTY (L)	Frequency (M)	ANNUAL MINS. (N)

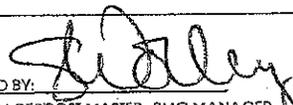
32	SUBTOTAL	49,632.07
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(O) WORK HOUR CALCULATIONS		(P)
A	MULTI.TOTAL LINE 32 BY 52 WEEKS	2,580,867.52 MINYR
B	ENTER TOTAL FROM LINE 82	508,891.19 MINYR
C	TOTAL LINE A and B	3,089,758.70 MINYR
D	DIVIDE LINE C BY 60 MIN	51,495.98 WHYR
E	MULTI. LINE D BY % (TRG)	514.98 HYR
F	MULTI. LINE D BY % (BREAKS)	3,218.50 HYR
G	MULTI. LINE D BY % (WASH UPS)	1,071.12 HYR
H	TOTAL LINE D + E + F + G	56,300.55 WHYR
J	DIVIDE LINE H BY 52	1,082.70 WK HRSWK
K	DIVIDE LINE H BY 1760	32.0 WORK YRS
L	TOTAL EMPLOYEES	32.0

82	SUBTOTAL	508,891.19
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REVIEWED BY: 
 MSC MGR, DIR, PLANT MAINTENANCE
 PS Form 4852 JUL-02-10 01:21 PM

DATE: 7/2/10

APPROVED BY: 
 MSC MANAGER/POST MASTER-BMC MANAGER

DATE: 7/6/10

U.S. POSTAL SERVICE WORKLOAD ANALYSIS AND SUMMARY	POST OFFICE	CITY OF INDUSTRY	GROSS INTERIOR AREA	438,351
	STATE AND ZIP CODE	15421 GALE AVE.	EXTERIOR PAVED	605,945
	UNIT	CA, 91715-98T0	EXTERIOR UNPAVED	46,497

Line No	JOB REQUIRMENT (A)	Operation (B)	UNIT OF MEASURE (C)	MINUTES PER SQ.FT OR UNIT (D)	WEEKLY QUANTITY (E)	WEEKLY MINS. (F)
1	Workroom Toilets	CL	FX	4.5000	662	3069.00
2		PL	FX	1.5000	1220	1830.00
3	Office Toilets	CL	FX	4.0000	185	740.00
4	Lunch/Swing RMS	CL	SF	0.0320	47374	1515.97
5		PL	SF	0.0108	133058	1440.41
6		WM	SF	0.0300	8334	250.02
7	Locker RMS	CL	SF	0.0249	14031	336.74
8		PL	SF	0.0080	43920	351.36
9		WM	SF	0.0300	0	0.00
10	Workrooms	CL	SF	0.0166	926281	9618.32
11		PL	SF	0.0053	3428055	18168.85
12	Offices	CL	SF	0.0325	116769	4378.84
13	Supply RMS	CL	SF	0.0120	30058	360.70
14	Freight Elevators	PL	EA	10.0000	5	50.00
15	Passenger Elevators	CL	EA	20.0000	10	200.00
16	EXT Police	PL	SF	0.0012	873062	1047.67
17	Platforms	CL	SF	0.0106	177530	1881.88
18		PL	SF	0.0053	425774	2255.60
19	Service/Box Lobby	CL	SF	0.0190	28465	455.42
20		PL	SF	0.0020	26328	52.66
21		WM	SF	0.0300	0	0.00
22		VS	SF	0.0064	0	0.00
23		DM	SF	0.0150	15774	236.61
24	Stairways 12	CL	FL	8.0000	9	72.00
25		PL	FL	2.4000	6	14.40
26	Corridors	CL	SF	0.0060	41658	249.95
27		DM	SF	0.0150	25330	379.95
28		VS	SF	0.0064	0	0.00
29		PL	SF	0.0020	33330	66.66
30	Shop Area	CL	SF	0.0120	32329	387.95
31	Jan Closet	CL	EA	10.0000	29	290.00

Line No	JOB REQUIRMENT (G)	Operation (H)	UNIT OF MEASURE (J)	MINUTES PER SQ.FT OR UNIT (K)	QTY (L)	Frequency (M)	ANNUAL MINS. (N)
33	LF (Feather)	DUST	FX	0.2500	10	0.0	0.00
34	(Cloth)	DUST	FX	1.5000	0	0.0	0.00
35	(Vacuum)	DUST	FX	1.0000	0	0.0	0.00
36	LF (Sponge)	WASH	FX	10.0000	10	0.0	0.00
37	(Louer Tank)	WASH	FX	8.8900	0	0.0	0.00
38	(Louer Machine)	WASH	FX	5.0000	0	0.0	0.00
39	Vertical Blinds	DUST	BL	5.0000	1	1.0	5.00
40	Vertical Blinds	WASH	BL	30.0000	25	1.0	750.00
41	Jobby Glass	WASH	SF	0.1790	165	12.0	354.42
42	Exterior Glass	WASH	SF	0.1790	3194	4.0	2286.90
43	Interior Glass	WASH	SF	0.1790	12	0.0	0.00
44	WR Pipes and Ducts	DUST	SF	0.0690	6818	1.0	470.44
45	Other Pipes and Ducts	DUST	SF	0.0490	988	1.0	46.08
46	Lockout Gallery	CL	LF	0.4800	3719	6.0	10710.72
47	Carrier Cases	CL	EA	4.0000	0	0.0	0.00
48	Other Cases	DUST	EA	1.5000	75	1.0	112.50
49	Ext. Paved (Broom)	SWEEP	SF	0.0060	8558	52.0	1109.47
50	Ext. Paved (Power Vac)	SWEEP	SF	0.0040	2957	52.0	615.06
51	Ext. Paved (Rider)	SWEEP	SF	0.0012	601736	52.0	37543.33
52	Active Storage	TCL	SF	0.0120	2157	3.0	1116.49
53	Inactive Storage	TCL	SF	0.0120	31579	4.0	1515.79
54	Resilient FL	DM	SF	0.0450	270066	13.0	53832.87
55	Resilient FL	INT	SF	0.2400	7884	2.0	3784.32
56	Resilient FL	PERI	SF	0.0960	7884	4.0	3027.46
57	Terrazzo FL	INT	SF	0.2400	0	0.0	0.00
58	Terrazzo FL	PERI	SF	0.1200	0	0.0	0.00
59	Concrete FL	INT	SF	0.2400	95806	1.0	22993.44
60	Concrete FL	PERI	SF	0.0960	63122	1.0	6059.71
61	Carpet	SHAMP	SF	0.2400	12940	2.0	6211.20
62	Carpet	SPOT	SF	0.1200	0	0.0	0.00
63	Wood FL	INT	SF	0.2400	0	0.0	0.00
64	Wood FL	PERI	SF	0.1200	0	0.0	0.00
65	Lawns (Push)	MOW	SF	0.0420	44399	40.0	21311.52
66	Lawns (Rider)	MOW	SF	0.0060	0	0.0	0.00
67	Hedges/Shrubs	TRIM	LF	1.2000	2898	4.0	10070.40
68	Snow	REMOV	SF	0.0150	0	0.0	0.00
69	PO Box	CL	EA	2.0000	2401	1.0	4802.00
70	Ceramic FL	PERI	SF	0.1200	7918	3	2850.49
71	Concrete FL	DM	SF	0.0450	10180	13	1985.10
74	Ceramic FL	DM	SF	0.0150	18	13	3.51
75	Ceramic FL	INT	SF	0.2400	614	0	0.00
76	RECYCLING	EA	EA	1467.0000	1	52	76284.00
79	MOVING FURNITURE	EA	EA	35.8000	1	52	2761.60
80	BAT RM	CL	SE	0.0060	5330	52	1662.96
81	BAT RM	SCRUB	SF	0.0960	1068	52	6321.47
81	Ceramic FL	PERI	SF	0.2400	4388	2	2106.24
76	Ceramic FL	INT	SF	0.2400	7918	1	4900.92
72	Ceramic FL	PERI	SF	0.1200	614	0	0.00
77	Ceramic FL	INT	SF	0.2400	4388	2	2106.24

32	SUBTOTAL	49,632.07	
(O) WORK HOUR CALCULATIONS (P)			
A	MULTI.TOTAL LINE 32 BY 52 WEEKS	2,580,867.52	MINYR
B	ENTER TOTAL FROM LINE 82	508,891.19	MINYR
C	TOTAL LINE A and B	3,089,758.70	MINYR
D	DIVIDE LINE C BY 60 MIN	51,495.98	WHYR
E	MULTI. LINE D BY % (TRG)	514.96	HYR
F	MULTI. LINE D BY % (BREAKS)	3,218.50	HYR
G	MULTI. LINE D BY % (WASH UPS)	1,071.12	HYR
H	TOTAL LINE D + E + F + G	56,300.55	WHYR
J	DIVIDE LINE H BY 52	1,082.70	WK HRSWK
K	DIVIDE LINE H BY 1760	32.0	WORK YRS
L	TOTAL EMPLOYEES	32.0	

82	SUBTOTAL	508,891.19
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REVIEWED BY: *[Signature]*
 MSC MGR, DIR. PLANT MAINTENANCE
 PS Form 11-17-82 4852 JUL-02-10 01:21 PM

DATE: 7/2/10

APPROVED BY: *[Signature]*
 MSC MANAGER/POST MASTER - BMC MANAGER

DATE: 7/16/10

U.S. POSTAL SERVICE WORKLOAD ANALYSIS AND SUMMARY	POST OFFICE	CITY OF INDUSTRY	GROSS INTERIOR AREA	438,351	
	STATE AND ZIP CODE	15421 GALE AVE.		EXTERIOR PAVED	605,945
	UNIT	CA, 91715-9810		EXTERIOR UNPAVED	46,497

Line No	JOB REQUIREMENT (A)	Operation (B)	UNIT OF MEASURE (C)	MINUTES PER SQ.FT OR UNIT (D)	WEEKLY QUANTITY (E)	WEEKLY MINS. (F)	Line No	JOB REQUIREMENT (G)	Operation (H)	UNIT OF MEASURE (J)	MINUTES PER SQ.FT OR UNIT (K)	QTY (L)	Frequency (M)	ANNUAL MINS. (N)
1	Workroom Toilets	CL	FX	4.5000	0	0.00	33	LF (Feather)	DUST	FX	0.2500	0	0.0	0.00
2		PL	FX	1.5000	0	0.00	33	LF (Feather)	DUST	FX	0.2500	2636	4.0	2836.00
3	Office Toilets	CL	FX	4.0000	0	0.00	34	(Cloth)	DUST	FX	1.5000	0	0.0	0.00
4	Lunch/Swing RMS	CL	SF	0.0320	0	0.00	35	(Vacuum)	DUST	FX	1.0000	0	0.0	0.00
5		PL	SF	0.0106	0	0.00	36	LF (Sponge)	WASH	FX	10.0000	2633	1.0	26330.00
6		WM	SF	0.0300	0	0.00	37	(Louver Tank)	WASH	FX	8.8900	0	0.0	0.00
7	Locker RMS	CL	SF	0.0240	0	0.00	38	(Louver Machine)	WASH	FX	5.0000	0	0.0	0.00
8		PL	SF	0.0080	0	0.00	39	Venetian Blinds	DUST	BL	5.0000	0	0.0	0.00
9		WM	SF	0.0300	0	0.00	39	Venetian Blinds	DUST	BL	5.0000	24	4.0	480.00
10	Workrooms	CL	SF	0.0106	0	0.00	40	Venetian Blinds	WASH	BL	30.0000	0	0.0	0.00
11		PL	SF	0.0053	0	0.00	41	Lobby Glass	WASH	SF	0.1790	0	0.0	0.00
12	Offices	CL	SF	0.0375	0	0.00	41	Lobby Glass	WASH	SF	0.1790	1175	42.0	8833.65
13	Supply RMS	CL	SF	0.0120	0	0.00	42	Exterior Glass	WASH	SF	0.1790	0	0.0	0.00
14	Freight Elevators	PL	EA	10.0000	0	0.00	42	Exterior Glass	WASH	SF	0.1790	324	2.0	115.98
15	Passenger Elevators	CL	EA	20.0000	0	0.00	43	Interior Glass	WASH	SF	0.1790	0	0.0	0.00
16	EXT Police	PL	SF	0.0012	0	0.00	43	Interior Glass	WASH	SF	0.1790	2419	4.0	1732.00
17	Platforms	CL	SF	0.0106	0	0.00	44	WR Pipes and Ducts	DUST	SF	0.0690	0	0.0	0.00
18		PL	SF	0.0053	0	0.00	45	Other Pipes and Ducts	DUST	SF	0.0480	0	0.0	0.00
19	Service/Box Lobby	CL	SF	0.0160	0	0.00	46	Lookout Gallery	CL	LF	0.4800	0	0.0	0.00
20		PL	SF	0.0020	0	0.00	47	Carrier Cases	CL	EA	4.0000	0	0.0	0.00
21		WM	SF	0.0300	0	0.00	48	Other Cases	DUST	EA	1.5000	0	0.0	0.00
22		VS	SF	0.0064	0	0.00	49	Ext. Paved (Broom)	SWEEP	SF	0.0060	0	0.0	0.00
23		DM	SF	0.0150	0	0.00	50	Ext. Paved (Power Vac)	SWEEP	SF	0.0040	0	0.0	0.00
24	Stairways 18	CL	FL	10.0000	0	0.00	51	Ext. Paved (Rider)	SWEEP	SF	0.0012	0	0.0	0.00
25		PL	FL	2.4000	0	0.00	52	Active Storage	CL	SF	0.0120	5857	52.0	3854.77
26	Corridors	CL	SF	0.0060	0	0.00	53	Inactive Storage	CL	SF	0.0120	0	0.0	0.00
27		DM	SF	0.0150	0	0.00	54	Resilient FL	DM	SF	0.0150	0	0.0	0.00
28		VS	SF	0.0064	0	0.00	55	Resilient FL	INT	SF	0.2400	282961	1.0	67766.69
29		PL	SF	0.0020	0	0.00	56	Resilient FL	PERI	SF	0.0960	0	0.0	0.00
30	Shop Area	CL	SF	0.0120	0	0.00	56	Resilient FL	PERI	SF	0.0960	283245	3.0	83574.56
31	Jan Closet	CL	EA	10.0000	0	0.00	57	Terrazzo FL	INT	SF	0.2400	0	0.0	0.00
							58	Terrazzo FL	PERI	SF	0.1200	0	0.0	0.00
							59	Concrete FL	INT	SF	0.2400	0	0.0	0.00
							60	Concrete FL	PERI	SF	0.0960	0	0.0	0.00
							61	Carpet	SHAMP	SF	0.2400	0	0.0	0.00
							61	Carpet	SHAMP	SF	0.2400	20072	1.0	4817.28
							62	Carpet	SPOT	SF	0.1200	0	0.0	0.00
							63	Wood FL	INT	SF	0.2400	0	0.0	0.00
							64	Wood FL	PERI	SF	0.1200	0	0.0	0.00
							65	Lawns (Push)	MOW	SF	0.0120	0	0.0	0.00
							66	Lawns (Rider)	MOW	SF	0.0060	0	0.0	0.00
							67	Hedges/Shrubs	TRIM	LF	1.2000	0	0.0	0.00
							68	Snow	REMOV	SF	0.0150	0	0.0	0.00
							69	PO Box	CL	EA	2.0000	0	0.0	0.00

32	SUBTOTAL	49,632.07
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(O) WORK HOUR CALCULATIONS		(P)
A	MULTI.TOTAL LINE 32 BY 52 WEEKS	2,580,867.52 MINYR
B	ENTER TOTAL FROM LINE 32	508,891.19 MINYR
C	TOTAL LINE A and B	3,089,758.70 MINYR
D	DIVIDE LINE C BY 60 MIN	51,495.98 WHYR
E	MULTI. LINE D BY % (TRG)	514.96 HYR
F	MULTI. LINE D BY % (BREAKS)	3,218.50 HYR
G	MULTI. LINE D BY % (WASH UPS)	1,071.12 HYR
H	TOTAL LINE D + E + F + G	56,300.55 WHYR
J	DIVIDE LINE H BY 52	1,082.70 WK HRSWK
K	DIVIDE LINE H BY 1760	32.0 WORK YRS
L	TOTAL EMPLOYEES	32.0

82	SUBTOTAL	508,891.19
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REVIEWED BY: *[Signature]* DATE: 7/2/10
 MSC MGR, DIR, PLANT MAINTENANCE
 APPROVED BY: *[Signature]* DATE: 7/2/10
 MSC MANAGER/POST MASTER-BMC MANAGER
 PS Form 4852 JUL-02-10 01:21 PM MS4300.rdf -- eMS-47 ver.1.0

U.S. POSTAL SERVICE WORKLOAD ANALYSIS AND SUMMARY	POST OFFICE	CITY OF INDUSTRY	GROSS INTERIOR AREA	438,351
	STATE AND ZIP CODE	15421 GALE AVE.	EXTERIOR PAVED	605,945
	UNIT	CA, 91715-9810	EXTERIOR UNPAVED	46,497

Line No	JOB REQUIRMENT (A)	Operation (B)	UNIT OF MEASURE (C)	MINUTES PER SQ.FT OR UNIT (D)	WEEKLY QUANTITY (E)	WEEKLY MINS. (F)	Line No	JOB REQUIRMENT (G)	Operation (H)	UNIT OF MEASURE (J)	MINUTES PER SQ.FT OR UNIT (K)	QTY (L)	Frequency (M)	ANNUAL MINS. (N)
1	Workroom Toilets	CL	FX	4.5000	0	0.00	33	LF (Feather)	DUST	FX	0.2500	0	0.0	0.00
2		PL	FX	1.5000	0	0.00	34	(Cloth)	DUST	FX	1.5000	0	0.0	0.00
3	Office Toilets	CL	FX	4.0000	0	0.00	35	(Vacuum)	DUST	FX	1.0000	0	0.0	0.00
4	Lunch/Swing RMS	CL	SF	0.0320	0	0.00	36	LF (Sponge)	WASH	FX	10.0000	0	0.0	0.00
5		PL	SF	0.0106	0	0.00	37	(Louver Tank)	WASH	FX	8.8900	0	0.0	0.00
6		WM	SF	0.0300	0	0.00	38	(Louver Machine)	WASH	FX	5.0000	0	0.0	0.00
7	Locker RMS	CL	SF	0.0240	0	0.00	39	Venetian Blinds	DUST	BL	5.0000	0	0.0	0.00
8		PL	SF	0.0080	0	0.00	40	Venetian Blinds	WASH	BL	30.0000	0	0.0	0.00
9		WM	SF	0.0300	0	0.00	41	Lobby Glass	WASH	SF	0.1790	0	0.0	0.00
10	Workrooms	CL	SF	0.0106	0	0.00	42	Exterior Glass	WASH	SF	0.1790	0	0.0	0.00
11		PL	SF	0.0053	0	0.00	43	Interior Glass	WASH	SF	0.1790	0	0.0	0.00
12	Offices	CL	SF	0.0375	0	0.00	43	Interior Glass	WASH	SF	0.1790	375	2.0	34.25
13	Supply RMS	CL	SF	0.0120	0	0.00	44	WR Pipes and Ducts	DUST	SF	0.0690	0	0.0	0.00
14	Freight Elevators	PL	EA	10.0000	0	0.00	45	Other Pipes and Ducts	DUST	SF	0.0480	0	0.0	0.00
15	Passenger Elevators	CL	EA	20.0000	0	0.00	46	Lookout Gallery	CL	LF	0.4800	0	0.0	0.00
16	EXT Police	PL	SF	0.0012	0	0.00	47	Carrier Cases	CL	EA	4.0000	0	0.0	0.00
17	Platforms	CL	SF	0.0106	0	0.00	48	Other Cases	DUST	EA	1.5000	0	0.0	0.00
18		PL	SF	0.0053	0	0.00	49	Ext. Paved (Broom)	SWEEP	SF	0.0060	0	0.0	0.00
19	Service/Box Lobby	CL	SF	0.0160	0	0.00	50	Ext. Paved (Power Vac)	SWEEP	SF	0.0040	0	0.0	0.00
20		PL	SF	0.0020	0	0.00	51	Ext. Paved (Rider)	SWEEP	SF	0.0012	0	0.0	0.00
21		WM	SF	0.0300	0	0.00	52	Active Storage	CL	SF	0.0120	0	0.0	0.00
22		VS	SF	0.0064	0	0.00	53	Inactive Storage	CL	SF	0.0120	0	0.0	0.00
23		DM	SF	0.0150	0	0.00	54	Resilient FL	DM	SF	0.0150	0	0.0	0.00
24	Stairways 12	CL	FL	8.0000	0	0.00	55	Resilient FL	INT	SF	0.2400	0	0.0	0.00
25		PL	FL	2.4000	0	0.00	56	Resilient FL	PERI	SF	0.0960	0	0.0	0.00
26	Corridors	CL	SF	0.0060	0	0.00	57	Terrazzo FL	INT	SF	0.2400	0	0.0	0.00
27		DM	SF	0.0150	0	0.00	58	Terrazzo FL	PERI	SF	0.1200	0	0.0	0.00
28		VS	SF	0.0064	0	0.00	59	Concrete FL	INT	SF	0.2400	0	0.0	0.00
29		PL	SF	0.0020	0	0.00	60	Concrete FL	PERI	SF	0.0960	0	0.0	0.00
30	Shop Area	CL	SF	0.0120	0	0.00	61	Carpet	SHAMP	SF	0.2400	0	0.0	0.00
31	Jan Closet	CL	EA	10.0000	0	0.00	62	Carpet	SPOT	SF	0.1200	0	0.0	0.00
							63	Wood FL	INT	SF	0.2400	0	0.0	0.00
							64	Wood FL	PERI	SF	0.1200	0	0.0	0.00
							65	Lawns (Push)	MOW	SF	0.0120	0	0.0	0.00
							66	Lawns (Rider)	MOW	SF	0.0060	0	0.0	0.00
							67	Hedges/Shrubs	TRIM	LF	1.2000	0	0.0	0.00
							68	Snow	REMOV	SF	0.0150	0	0.0	0.00
							69	PO Box	CL	EA	2.0000	0	0.0	0.00

32 SUBTOTAL ➔ 49,632.07

(O) WORK HOUR CALCULATIONS		(P)	
A	MULTI.TOTAL LINE 32 BY 52 WEEKS	2,580,867.52	MINYR
B	ENTER TOTAL FROM LINE 82	508,891.19	MINYR
C	TOTAL LINE A and B	3,089,758.70	MINYR
D	DIVIDE LINE C BY 60 MIN	51,495.98	WHYR
E	MULTI. LINE D BY % (TRG)	514.96	HYR
F	MULTI. LINE D BY % (BREAKS)	3,218.50	HYR
G	MULTI. LINE D BY % (WASH UPS)	1,071.12	HYR
H	TOTAL LINE D + E + F + G	56,300.55	WHYR
J	DIVIDE LINE H BY 52	1,082.70	WK HRSWK
K	DIVIDE LINE H BY 1760	32.0	WORK YRS
L	TOTAL EMPLOYEES	32.0	

82 SUBTOTAL ➔ 508,891.19

REVIEWED BY: 

DATE: 7/2/10

APPROVED BY: 

DATE: 7/6/10

6: Example of the MS-47, TL-5, PS-Form 4852

WORKLOAD

ANALYSIS AND SUMMARY

SITE NAME MARGARET SELLERS PDC
BUILDING(S) MARGARET SELLERS PDC, VMF
ADDRESS 11251 RANCHO CARMEL DRIVE, SAN DIEGO, CA 92199-9731

GROSS INTERIOR AREA
TOTAL INTERIOR CLEANABLE AREA 637,610.17
EXTERIOR PAVED 808,574.00
EXTERIOR UNPAVED 554,950.12

PS FORM 4852
10-10-2014

TABLE A: ROUTINE WEEKLY HOURS

LINE NO.	TASK DESCRIPTION	WEEKLY HOURS
1	BATTERY ROOM	1.41
2	BREAKROOM / LUNCHROOM	72.6
3	CUSTODIAL CLOSET	11.35
4	ELEVATOR	1.65
5	GENERAL SHOP AREA	.68
6	HALL / CORRIDOR	7.75
7	INTERIOR PARKING	0
8	LOCKER ROOM	17.99
9	OFFICE	56.76
10	PAVED	31.53
11	PLATFORM DOCK - ENCLOSED	54.36
12	PLATFORM DOCK - NON-ENCLOSED	0
13	RESTROOM	118.15
14	SERVICE / BOX LOBBY	40.27
15	STAIRWELL	3.6
16	SUPPLY ROOM	3.8
17	UNPAVED	11.1
18	VESTIBULE	0
19	WORK ROOM	602.74
20	TRASH ROUTES	12.47
21		
22		
23		
24		
25		
26		
27		
SUB TOTAL		1048.21

WORK HOUR CALCULATIONS

A	MULTIPLY TABLE A SUBTOTAL BY 52 WEEKS	54506.92	HRS/YEAR
B	TOTAL TABLE B SUBTOTAL + TABLE C SUBTOTAL	4371.51	HRS/YEAR
C	TOTAL LINES A + B	58878.43	HRS/YEAR
D	MULTIPLY LINE C BY 12.5%	7359.8	HRS/YEAR
E	TOTAL LINES C + D	66238.23	WH/YEAR
F	DIVIDE LINE E BY 1720	38.51	WORK YEARS
G	MULTIPLY LINE F BY 40	1560	WH/YEAR
H	TOTAL LINES E + G	67798.23	WH/YEAR
I	DIVIDE LINE H BY 52	1303.81	WH/WEEK
J	DIVIDE LINE H BY 1760	38.52	WORK YEARS
K	TOTAL EMPLOYEES	38.52	

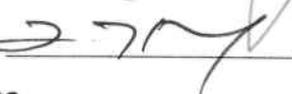
TABLE B: ANNUAL PROJECT HOURS

LINE NO.	TASK DESCRIPTION	ANNUAL HOURS
28	Automatic Scrubber 27 inch Walk behind - Project Route	0
29	Automatic Scrubber 32 inch Rider - Project Route	56.61
30	Battery Room - Scrub Floor with Brush	23.33
31	Carpet Cleaning - Extraction Machine	33.25
32	Carpet Cleaning - Treatment Spray	0
33	Clean Active Storage - Includes LDS and VS	1.85
34	Clean Exterior Glass	0
35	Clean Exterior Glass - Lobby	3.07
36	Clean Inactive Storage - Includes LDS and VS	0.41
37	Clean LOG - Includes LDS and VS	20.11
38	Clean/Polish with Trigger Sprayer/Chemical & Cloth	0
39	Concrete Init Prep - Manual	39.54
40	Concrete Init Prep - Rider Auto Scrubber	8.19
41	Concrete Init Prep - Walk-Behind Auto Scrubber	3.42
42	Concrete Periodic - Manual	0
43	Concrete Periodic - Rider Auto Scrubber	0
44	Concrete Periodic - Walk-Behind Auto Scrubber	0
45	Damp Mop with Microfiber Mop and Dual Bucket - Project Route	824.7
46	Hard Floor Periodic - Manual	596.97
47	Hard Floor Periodic - Rider Auto Scrubber	0
48	Hard Floor Periodic - Walk-Behind Auto Scrubber	63.32
49	Lawn Mowing - Push Mower	0
50	Lawn Mowing - Rider Mower	55.5
51	Lights Pipes and Ducts - Ladder with Vacuum	763.77
52	Stairwells - Spot Mop as Needed	3.6
53	Terrazzo Initial Prep - Manual	0.89
54	Terrazzo Initial Prep - Walk-Behind Auto Scrubber	1.29
55	Terrazzo Periodic - Manual	3.73
56	Terrazzo Periodic - Rider Auto Scrubber	0
57	Terrazzo Periodic - Walk-Behind Auto Scrubber	0
58	Trim Hedges and Shrubs	867.44
59	Wood Periodic - Manual	0
60	Wood Periodic - Walk-Behind Auto Scrubber	0
61	Spot Clean Carpet	0.52
SUB TOTAL		3371.51

TABLE C: SUPPLEMENTAL PROJECT HOURS

LINE NO.	TASK DESCRIPTION	ANNUAL HOURS
62	RECYCLE	1000
63		
64		
65		
66		
67		
68		
69		
70		

REVIEWED BY:  DATE: 6-17-15

APPROVED BY:  DATE: 6/29/15

WORKLOAD

SUMMARY DETAIL

PS FORM 10-10-2014 **4852a**

SITE NAME	MARGARET SELLERS PDC	GROSS INTERIOR AREA	692,863.94
BUILDING(S)	MARGARET SELLERS PDC, VMF	TOTAL INTERIOR CLEANABLE AREA	637,610.17
ADDRESS	11251 RANCHO CARMEL DRIVE, SAN DIEGO, CA 92199-9731	EXTERIOR PAVED	808,574.00
		EXTERIOR UNPAVED	554,950.12

TABLE A: ROUTINE WEEKLY HOURS

LINE NO.	SPACE TYPE/TASK DESCRIPTION	SPECIALIST	ACTION	UNITS OF MEASURE	UNITS PER HOUR	QUANTITY	WEEKLY HOURS
1	BATTERY ROOM	US	US ROUTINE	SQ FT	5568	7850.65	1.41
2A	BREAKROOM / LUNCHROOM	LDS	LOW SPEED	SQ FT	5700	95610.91	16.77
2B	BREAKROOM / LUNCHROOM	LDS	POLICE	SQ FT	10000	184987.79	18.5
2C	BREAKROOM / LUNCHROOM	US	US ROUTINE	SQ FT	4650	95610.91	20.56
2D	BREAKROOM / LUNCHROOM	US	US ROUTINE	SQ FT	20408	0	0
2E	BREAKROOM / LUNCHROOM	US	US ROUTINE	SQ FT	12526	0	0
2F	BREAKROOM / LUNCHROOM	VS	LOW SPEED	SQ FT	5700	95610.91	16.77
3A	CUSTODIAL CLOSET	LDS	LOW SPEED	SQ FT	5700	5379.32	10.19
3B	CUSTODIAL CLOSET	US	US ROUTINE	SQ FT	4650	5379.32	1.16
4A	ELEVATOR	LDS	LOW SPEED	EACH	6	9	1.5
4B	ELEVATOR	US	US ROUTINE	EACH	60	0	0
4C	ELEVATOR	VS	LOW SPEED	EACH	60	9	0.15
5A	GENERAL SHOP AREA	LDS	LOW SPEED	SQ FT	16575	5623.31	0.34
5B	GENERAL SHOP AREA	VS	LOW SPEED	SQ FT	16575	5623.31	0.34
6A	HALL / CORRIDOR	LDS	LOW SPEED	SQ FT	16575	45068.71	2.72
6B	HALL / CORRIDOR	LDS	POLICE	SQ FT	16575	38226.56	2.31
6C	HALL / CORRIDOR	US	US ROUTINE	SQ FT	4650	0	0
6D	HALL / CORRIDOR	US	US ROUTINE	SQ FT	12526	0	0
6E	HALL / CORRIDOR	US	US ROUTINE	SQ FT	20408	0	0
6F	HALL / CORRIDOR	VS	LOW SPEED	SQ FT	16575	45068.71	2.72
7A	INTERIOR PARKING	US	US ROUTINE	SQ FT	50000	0	0
7B	INTERIOR PARKING	US	US ROUTINE	SQ FT	15000	0	0
7C	INTERIOR PARKING	US	US ROUTINE	SQ FT	10000	0	0
8A	LOCKER ROOM	LDS	HIGH SPEED	SQ FT	10000	15862.4	1.59
8B	LOCKER ROOM	LDS	LOW SPEED	SQ FT	10000	7742.87	0.77
8C	LOCKER ROOM	LDS	POLICE	SQ FT	16575	138618.46	8.36
8D	LOCKER ROOM	US	US ROUTINE	SQ FT	4650	22851.98	4.91
8E	LOCKER ROOM	US	US ROUTINE	SQ FT	20408	0	0
8F	LOCKER ROOM	VS	HIGH SPEED	SQ FT	10000	15862.4	1.59
8G	LOCKER ROOM	VS	LOW SPEED	SQ FT	10000	7742.87	0.77
9A	OFFICE	LDS	LOW SPEED	SQ FT	10000	283840.51	28.38
9B	OFFICE	VS	LOW SPEED	SQ FT	10000	283840.51	28.38
10A	PAVED	LDS	POLICE	SQ FT	50000	768150	15.36
10B	PAVED	US	US ROUTINE	SQ FT	50000	808574	16.17
10C	PAVED	US	US ROUTINE	LINEAR FT	7920	0	0
10D	PAVED	US	US ROUTINE	SQ FT	10000	0	0
10E	PAVED	US	US ROUTINE	SQ FT	15000	0	0
11A	PLATFORM DOCK - ENCLOSED	LDS	HIGH SPEED	SQ FT	16575	73400	4.43
11B	PLATFORM DOCK - ENCLOSED	LDS	LOW SPEED	SQ FT	13015	36700	2.82
11C	PLATFORM DOCK - ENCLOSED	LDS	POLICE	SQ FT	16575	660600	39.86
11D	PLATFORM DOCK - ENCLOSED	VS	HIGH SPEED	SQ FT	16575	73400	4.43
11E	PLATFORM DOCK - ENCLOSED	VS	LOW SPEED	SQ FT	13015	36700	2.82
12A	PLATFORM DOCK - NON-ENCLOSED	LDS	LOW SPEED	SQ FT	16575	0	0
12B	PLATFORM DOCK - NON-ENCLOSED	LDS	POLICE	SQ FT	16575	0	0
12C	PLATFORM DOCK - NON-ENCLOSED	US	US ROUTINE	SQ FT	5556	0	0
13A	RESTROOM	RS	LOW SPEED	RR FIXTURE	20	1324	66.2
13B	RESTROOM	RS	POLICE	RR FIXTURE	40	2078	51.95

TABLE A: ROUTINE WEEKLY HOURS

LINE NO.	SPACE TYPE/TASK DESCRIPTION	SPECIALIST	ACTION	UNITS OF MEASURE	UNITS PER HOUR	QUANTITY	WEEKLY HOURS
14A	SERVICE / BOX LOBBY	LDS	HIGH SPEED	SQ FT	10000	108338.37	10.83
14B	SERVICE / BOX LOBBY	LDS	LOW SPEED	SQ FT	10000	21667.67	2.17
14C	SERVICE / BOX LOBBY	LDS	POLICE	SQ FT	16575	130006.04	7.84
14D	SERVICE / BOX LOBBY	US	US ROUTINE	SQ FT	12225	21667.67	1.77
14E	SERVICE / BOX LOBBY	US	US ROUTINE	SQ FT	12526	0	0
14F	SERVICE / BOX LOBBY	US	US ROUTINE	SQ FT	4650	21667.67	4.66
14G	SERVICE / BOX LOBBY	VS	HIGH SPEED	SQ FT	10000	108338.37	10.83
14H	SERVICE / BOX LOBBY	VS	LOW SPEED	SQ FT	10000	21667.67	2.17
15A	STAIRWELL	LDS	LOW SPEED	FLIGHT	20	27	1.35
15B	STAIRWELL	LDS	POLICE	FLIGHT	20	18	0.9
15C	STAIRWELL	VS	LOW SPEED	FLIGHT	20	27	1.35
16A	SUPPLY ROOM	LDS	HIGH SPEED	SQ FT	16575	19207.74	1.16
16B	SUPPLY ROOM	LDS	LOW SPEED	SQ FT	13015	9603.87	0.74
16C	SUPPLY ROOM	VS	HIGH SPEED	SQ FT	16575	19207.74	1.16
16D	SUPPLY ROOM	VS	LOW SPEED	SQ FT	13015	9603.87	0.74
17	UNPAVED	LDS	POLICE	SQ FT	50000	554950.12	11.1
18A	VESTIBULE	LDS	LOW SPEED	SQ FT	16575	0	0
18B	VESTIBULE	LDS	POLICE	SQ FT	16575	0	0
18C	VESTIBULE	US	US ROUTINE	SQ FT	4650	0	0
18D	VESTIBULE	US	US ROUTINE	SQ FT	20408	0	0
18E	VESTIBULE	VS	LOW SPEED	SQ FT	16575	0	0
19A	WORK ROOM	LDS	HIGH SPEED	SQ FT	16575	813957.25	49.11
19B	WORK ROOM	LDS	LOW SPEED	SQ FT	13015	406978.62	31.27
19C	WORK ROOM	LDS	POLICE	SQ FT	16575	7325615.25	441.98
19D	WORK ROOM	VS	HIGH SPEED	SQ FT	16575	813957.25	49.11
19E	WORK ROOM	VS	LOW SPEED	SQ FT	13015	406978.62	31.27
20	TRASH ROUTES	US	TRASH	LINEAR FT	7920	98756	12.47
21							
22							
23							
24							
25							
26							
27							
SUB TOTAL							1048.21

TABLE B: ANNUAL PROJECT HOURS

LINE NO.	TASK DESCRIPTION	SPECIALIST	UNITS OF MEASURE	UNITS PER HOUR	QUANTITY	ANNUAL HOURS
28	Automatic Scrubber 27 inch Walk behind - Project Route	US	SQ FT	12526	0	0
29	Automatic Scrubber 32 inch Rider - Project Route	US	SQ FT	20408	1155264	56.61
30	Battery Room - Scrub Floor with Brush	US	SQ FT	2500	58319.08	23.33
31	Carpet Cleaning - Extraction Machine	US	SQ FT	2670	88788.68	33.25
32	Carpet Cleaning - Treatment Spray	US	SQ FT	5156	0	0
33	Clean Active Storage - Includes LDS and VS	LDS,VS	SQ FT	8288	15369.75	1.85
34	Clean Exterior Glass	US	SQ FT	455	0	0
35	Clean Exterior Glass - Lobby	US	SQ FT	455	1396.33	3.07
36	Clean Inactive Storage - Includes LDS and VS	LDS,VS	SQ FT	8288	3439.31	0.41
37	Clean LOG - Includes LDS and VS	LDS,VS	SQ FT	2850	57324	20.11
38	Clean/Polish with Trigger Sprayer/Chemical & Cloth	US	SQ FT	1000	0	0
39	Concrete Init Prep - Manual	US	SQ FT	1579	62438.35	39.54
40	Concrete Init Prep - Rider Auto Scrubber	US	SQ FT	5519	45178.44	8.19

TABLE B: ANNUAL PROJECT HOURS

LINE NO.	TASK DESCRIPTION	SPECIALIST	UNITS OF MEASURE	UNITS PER HOUR	QUANTITY	ANNUAL HOURS
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TABLE B: ANNUAL PROJECT HOURS

LINE NO.	TASK DESCRIPTION	SPECIALIST	UNITS OF MEASURE	UNITS PER HOUR	QUANTITY	ANNUAL HOURS
41	Concrete Init Prep - Walk-Behind Auto Scrubber	US	SQ FT	3548	12133.38	3.42
42	Concrete Periodic - Manual	US	SQ FT	1579	0	0
43	Concrete Periodic - Rider Auto Scrubber	US	SQ FT	5519	0	0
44	Concrete Periodic - Walk-Behind Auto Scrubber	US	SQ FT	3548	0	0
45	Damp Mop with Microfiber Mop and Dual Bucket - Project Route	US	SQ FT	4650	56122908	824.7
46	Hard Floor Periodic - Manual	US	SQ FT	1579	942622.53	596.97
47	Hard Floor Periodic - Rider Auto Scrubber	US	SQ FT	5519	0	0
48	Hard Floor Periodic - Walk-Behind Auto Scrubber	US	SQ FT	3548	224661.49	63.32
49	Lawn Mowing - Push Mower	US	SQ FT	5000	0	0
50	Lawn Mowing - Rider Mower	US	SQ FT	10000	554950.12	55.5
51	Lights Pipes and Ducts - Ladder with Vacuum	US	SQ FT	2500	1909414.78	763.77
52	Stairwells - Spot Mop as Needed	US	FLIGHT	30	108	3.6
53	Terrazzo Initial Prep - Manual	US	SQ FT	552	488.74	0.89
54	Terrazzo Initial Prep - Walk-Behind Auto Scrubber	US	SQ FT	1145	1473.37	1.29
55	Terrazzo Periodic - Manual	US	SQ FT	1579	5886.31	3.73
56	Terrazzo Periodic - Rider Auto Scrubber	US	SQ FT	5519	0	0
57	Terrazzo Periodic - Walk-Behind Auto Scrubber	US	SQ FT	3548	0	0
58	Trim Hedges and Shrubs	US	LINEAR FT	50	43372	867.44
59	Wood Periodic - Manual	US	SQ FT	1579	0	0
60	Wood Periodic - Walk-Behind Auto Scrubber	US	SQ FT	3548	0	0
61	Spot Clean Carpet	US	SQ FT	60000	30947.9	0.52
SUB TOTAL						3371.51

REVIEWED BY: *[Signature]* DATE: 6-17-15
 APPROVED BY: *[Signature]* DATE: 6/29/15

PS FORM 10-10-2014 **4852a**

7: Line H hours and Non-compliance to the July 9, 2014 M.O.U
Recent Regional Award Case # J10T-4J-C 15092710
By Arbitrator Stallworth date of Award September 20, 2015

In the Matter of Regular Arbitration Between

)
UNITED STATES POSTAL SERVICE) **Grievant: Class Action**
) **Post Office: Jefferson City, Missouri**
)
 and)
) **USPS Case No. J10T-4J-C 15092710**
)
AMERICAN POSTAL WORKERS)
UNION, AFL-CIO)
_____)

BEFORE **ARBITRATOR LAMONT E. STALLWORTH, PH.D.**

APPEARANCES

For the Service: Cassandra Walker
Labor Relations Specialist – Gateway Cluster

For the Union: Jeffrey Beaton
National Business Agent - Maintenance Craft

Place of Hearing: Jefferson City, Missouri

Dates of Hearing: August 7, 2015

Post-Hearing Submissions: August 11, 2015

Date of Award: September 20, 2015

Relevant Provision(s): Article 38 and MOU Re: MS-47 TL-5 PSE
Conversions

Contract Year: 2010 - 2015

Type of Grievance: Contract Interpretation

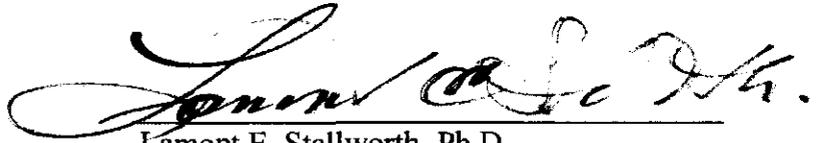
AWARD

Based upon the facts and circumstances of the instant grievance, the Undersigned Arbitrator must find that the Service failed to comply with Paragraph 6 of the July 9, 2014 Memorandum of Understanding Re: MS-47 TL-5 Implementation and Maintenance Craft PSE Conversions, by failing to maintain and make available to the Union appropriate records delineating the actual work hours devoted by the Jefferson City MPO and Capital View Station Custodians to duties that were within the scope of custodial duties included in Line H of the PS Forms 4852 for the MPO and Capital View Station facilities.

The Service also failed to comply with Paragraph 6 of the MOU by not working the MPO Custodians in the final twelve weeks of FY 2014 at least 90 percent of the prorated number of hours required by Line H of the Form 4852 for the MPO facility. Accordingly, the Service must immediately do the following: (1) compile and, on a timely basis under Paragraph 6 of the MOU, make available for discussion with the Union, records reliably reflecting the hours actually worked by Custodians assigned to the MPO and the Capital View Station, differentiating hours that involve actual custodial work included in Line H of the applicable PS Forms 4852 from hours devoted by the Custodians to other tasks; and (2) immediately compensate the Custodian(s) assigned to the Jefferson City MPO who may be designated by the Union in the total amount of \$12,429 for the extent to which their actual work hours in the final twelve weeks of FY 2014 fell short of 90 percent of the prorated hours listed on Line H of the Form 4852 for the MPO facility.

The Arbitrator shall retain jurisdiction over the remedial aspect of this Award for a reasonable period of time, not to exceed sixty (60) calendar days unless otherwise formally and mutually agreed by both Parties.

Grievance sustained per Opinion.



Lamont E. Stallworth, Ph.D.
Arbitrator

ISSUE

The Parties submitted the following issue to be decided by the Undersigned Arbitrator:

1. Did the Service comply with Paragraph 6 of the July 2014 Memorandum of Understanding on MDS-47 TL-5 Implementation and Maintenance Craft PSE Conversions, between July 2014 and the end of the 2014 fiscal year, by working the Custodians at the main Post Office and the Capital View Station in Jefferson City, Missouri at least 90 percent of the hours shown on Line H of the applicable PS Form 4852?
2. If not, what is the appropriate remedy?

RELEVANT CONTRACT PROVISIONS

ARTICLE 19 HANDBOOKS AND MANUALS

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions.

* * * * *

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

Re: MS-47 TL-5 Implementation and Maintenance Craft PSE Conversions

* * * * *

6. In facilities that are maintained by USPS custodians, upon the conclusion of each Postal Fiscal Year (FY), during October of the new FY, the total custodial work hours for the just completed fiscal year shown on the end of year report(s) for Labor Distribution Code (LDC) 38 (custodial work) will be compared with 90% of the custodial work hours shown on Line H of PS form 4852. The results will be provided to and discussed with the Local APWU President or designee. Falling short of 90% of the work hours shown on PS Form 4852 Line H will result in compensation for each hour short of 90% of the hours on PS Form 4852 Line H paid at the overtime rate to the custodial employees who will be identified in writing by the APWU Local Union. The APWU Local Union will determine the appropriate custodial employee(s) to compensate. In the fiscal year of the MDS-47 TL-5 implementation, the period shall be prorated for the time MSD-47 TL-3 PS Form 4852 was in effect and the time MSD-47 TL-5 PS Form 4852 was in effect. . . . The 90% of Line H work hours is not intended to permit the staffing

level for the individual facility (e.g. a station, branch, VMF, annex, etc.) covered by the PS Form 4852 to be below the number of employees shown on the PS Form 4852. . . .

a) Further, in any facility where the facility has fallen short of the 90% of work hours on PS Form 4852 Line H for a FY and in the succeeding Fiscal Year comparison, the facility is again short of achieving the 90% of work hours on PS Form 4852 Line H, the payments made under this paragraph will then be equal to the difference between the custodial work hours shown on the end of year report(s) for LDC 38 and 100% of the work hours shown on PS Form 4852 Line H for that Fiscal Year (after prorating if applicable).

* * * * *

BACKGROUND

The instant grievance involves the “Memorandum of Understanding between the United States Postal Service and the American Postal Workers Union, AFL-CIO, Re: MS-47 TL-5 Implementation and Maintenance Craft PSE Conversion” (hereafter, “the MOU”, Joint Exhibit No. 11). The Parties at the national level entered into the MOU on July 9, 2014. (*Id.*) In the MOU, the Parties affirmed their mutual commitment “to the orderly implementation of the MS-47 TL-5,” as agreed to on June 27, 2014, and accordingly agreed to several related orders and understandings primarily having to do with the conversion of Maintenance Craft Postal Support Employees (PSEs) to career status employees.

Among the understandings set forth in the MOU was a commitment, in paragraph 6 of the MOU, that henceforth the custodial employees at each Postal facility would work at least ninety percent of the work hours set forth for them on Line H of the PS Form 4852 applicable to their facility. Failing that, the MOU requires that the custodians be

compensated for the extent to which their work hours fall short of the ninety percent.

Specifically, Paragraph 6 of the MOU provides:

6. In facilities that are maintained by USPS custodians, upon the conclusion of each Postal Fiscal Year (FY), during October of the new FY, the total custodial work hours for the just completed fiscal year shown on the end of year report(s) for Labor Distribution Code (LDC) 38 (custodial work) will be compared with 90% of the custodial work hours shown on Line H of PS form 4852. The results will be provided to and discussed with the Local APWU President or designee. Falling short of 90% of the work hours shown on PS Form 4852 Line H will result in compensation for each hour short of 90% of the hours on PS Form 4852 Line H paid at the overtime rate to the custodial employees who will be identified in writing by the APWU Local Union. ... In the fiscal year of the MDS-47 TL-5 implementation, the period shall be prorated for the time MSD-47 TL-3 PS Form 4852 was in effect and the time MSD-47 TL-5 PS Form 4852 was in effect. ...

(Joint Exhibit No. 11, p. 2).

On August 6, 2014, another document (Union Exhibit No. 4) containing questions and answers on the implementation of the MOU was released and distributed by the Service to its Labor Relations Area Managers. The Q and as in that document included the following paragraph 26:

26. Regarding item 6 of the July 9, 2014 MOU, when determining the LDC work hours to be compared to Line H on the authorized PS 4852, is there [an] agreed upon report to use?

A. The LDC work hours can be shown by whichever report, or combination of reports, will be provide [sic] the best evidence. The end of FY LDC 38 work hours used must reflect the actual custodial work performed that is included in the Line H total. In other words, only custodial work identified in the staffing package and reflected on the Line H annual time will be used as the comparison. Work hours that do not reflect custodial work, improperly coded work or custodial work not included in Line H will be subtracted or ignored for the purposes of LDC 38 end of FY comparison.

(Union Exhibit No. 4, pp. 4 – 5).

In January 2015, APWU Local Union 336 (“the Union”), requested from Vince Owens, Maintenance Supervisor for the Service at Jefferson City, Missouri, certain information including the clock rings and various reports concerning the hours worked, from July through September 2014, by the four Custodians assigned to the Main Post Office (MPO) and the Capital View Station (Capital View Station) in Jefferson City. (Union Exhibit No. 1). There were two Custodians assigned to the MPO and two Custodians assigned to the Capital View Station.

In response to the information requests of the Union, the Service responded that certain of the detailed reports requested by the Union did not exist or were not available. (Union Exhibit No. 1). However, the Service produced the requested clock rings (Joint Exhibit 13) and the pay stubs (Joint Exhibit Nos. 4 – 7) for the four Custodians relating to the July – September 2014 time period. The Service also produced the LDC 38 reports for those months for the Jefferson City MPO and the Capital View Station. (Union Exhibit Nos. 2 and 3). These documents did not reflect the specific types of tasks performed by the Custodians during the twelve week period in question, although the pay stubs (Joint Exhibit Nos. 4 – 7) reflected the number of hours in each pay period for which the Custodians were paid at rates higher than their normal hourly rates due to their having performed certain tasks outside their normal duties as Custodians.

On January 20, 2015, the Union initiated the instant grievance alleging that the Service was in violation of Custodial staffing requirements, as outlined in the July 2014 MOU, at the Jefferson City MPO and Capital View Station. (Joint Exhibit No. 12). The grievance noted that the Union was still seeking information from the Service concerning the work that the four Custodians had performed and indicated that the Union believed

that “some of the work hours do not reflect Custodial work.” (*Id*, p. 5). The grievance asked that the Service come into compliance with the MOU at Jefferson City, and that the Custodial employees be compensated in accordance with the MOU if their Custodial work hours were below 90 percent of the hours set forth on Line H of the pertinent PS Form 4852. (*Id*, p. 6).

A Step 2 meeting on the grievance was held before Jefferson City Postmaster Jason Hirschvogel on February 18, 2015. (Joint Exhibit No. 3, p. 10). At the Step 2 meeting, the Union offered computations suggesting that, under the MOU, the Service was required to compensate the two Jefferson City MPO Custodians in the amount of \$10,253.30 each, and that the Service owed the two Capital View Station Custodians the sum of \$1,109.57 each. (Joint Exhibit No. 14).

On February 26, 2015, the Postmaster denied the grievance at Step 2, stating in part:

The actual hours worked for LDC 3800 (Custodial) for Jefferson City, MO in Fiscal Year 2024 were 7097 hours. 3667 hours at the Jefferson City MPO and 3340 at Capital View Station. The latest PS Form 4852 for Jefferson City, MO shows that there are 7461 hours that are allotted for LDC 3800. 4590 hours allocated for Jefferson City MPO and 2872 hours allocated for Capital View Station. As you can see above, the total hours worked of 7097 in Jefferson City, MO by our custodians is well within the 90% of the total hours allotted on PS Form 4852's for Jefferson City, MO which is what the memorandum of understanding regarding implementation of the MS-47 TL-5 handbook at the conclusion of Fiscal Year 2014 is requiring. With this being the case there is no possible way that the custodial employees are due the amount of money that is being requested by local union officials.

(Joint Exhibit No. 3, p. 8). The Union advanced the grievance to Step 3 on March 2, 2015. The Service denied the grievance at Step 3 on May 12, 2015, adhering to the

reasons set forth by the Postmaster in the Step 2 denial. (*See*, Joint Exhibit No. 3, pp. 5 – 6).

On May 19, 2015, the Union submitted Step 3 Additions and Corrections for the instant grievance. (Joint Exhibit No. 3, pp. 3 – 4). In the Additions and Corrections, the Union asserted, among other things, that to determine compliance with the MOU, the Jefferson City MPO and the Capital View Station had to be considered separately, and that only the hours worked by the Custodians between July 9 and September 30, 2014, on tasks included in the PS Form 4852, could be counted toward the 90 percent requirement of the MOU. (*Id.*) Also on May 19, 2015, the instant grievance was appealed to arbitration. (Joint Exhibit 3, p. 1).

POSITION OF THE UNION

It is the position of the Union that the Service did not satisfy the July 9, 2014 MOU at either the Main Post Office (MPO) or the Capital View Station (Capital View Station) in Jefferson City, Missouri, during the interval between the effective date of the MOU and the end of the 2014 fiscal year on September 31, 2014. The Union points out that, under paragraph 6 of the MOU (Joint Exhibit No. 11, p. 2), only the hours worked by custodians during that interval can be counted to determine if those work hours met or exceeded 90 percent of the Custodial work hours shown on the applicable PS Form 4852 for those facilities. The MOU, as the Union notes, provided that, for purposes of the 90 percent comparison, the annual work hours shown on the Forms 4852 were to be prorated to arrive at an amount attributable to just the twelve out of fifty two weeks that elapsed during that interval.

The Union further argues that, under the August 6, 2014 Q and As for implementing the MOU (Union Exhibit No. 4), only hours worked by the Custodians performing “custodial work identified in the staffing package and reflected on Line H” of the Forms 4852 can be counted in determining if the Service met or exceeded the 90 percent threshold prescribed in the MOU. Therefore, according to the Union, all work by Custodians at the Jefferson City MPO or Capital View Station that involved tasks other than the tasks included in Line H of the Forms 4852 cannot be counted in determining whether the 90 percent threshold was reached. The Union argues that the Custodians assigned to the Jefferson City MPO and Capital View Station devoted numerous hours to tasks not included in the Forms 4852 during the twelve weeks between July 9 and September 31, 2014. The Union is not able to specify exactly how many hours the Custodians devoted to such tasks, however, due to the failure or inability of the Service to produce reports indicating precisely what tasks the Custodians performed and when.

Finally, the Union argues that the Forms 4852 that must be utilized in performing the 90 percent calculations are the forms dated February 21, 2008 that are in the record as Joint Exhibit No. 8. According to the Union, those were the latest approved Forms 4852 for the facilities in question at the time the work was performed in 2014. The Union argues that the calculations reflected in the Step 2 answer by the Service to the instant grievance (Joint Exhibit No. 3, pp. 8 – 9) are invalid because those calculations rely on Forms 4852 (in the record as Joint Exhibit Nos. 9 and 10) that were not generated until January 2015 and that therefore were not in effect at the relevant time.

The Union notes that, at the time of the hearing in the instant grievance, the Service effectively conceded that the calculations required by Paragraph 6 of the MOU

had to be performed separately for the Jefferson City MPO and Capital View Station. The Service also effectively conceded that the 2008 Forms 4852 for those facilities had to be used, because they were the Forms in effect at the relevant time.

The Union observes that, considering the MPO and Capital View Station facilities individually, and using their 2008 Forms 4852, the Service calculated at the hearing that the actual work hours of the MPO Custodians fell 322.1 hours short of the 90 percent mark between July 9 and September 31, 2014 after subtracting some 112 hours that the Service conceded were for tasks not included in the Form 4852 staffing plan. Accordingly, the Service acknowledged at the hearing that, under the MOU, the Service owed compensation in the amount of \$12,429 to the appropriate MPO Custodian(s) whom the Union may identify as stated in the MOU. The Union states that it does not dispute this calculation of the compensation that is owed, due to the shortfall in work hours at the Jefferson City MPO.

As to the Jefferson City Capital View Station, however, the Union disputes the contention of the Service that the Capital View Station Custodians worked at least 90 percent of the prorated work hours set forth for them on Line H of the 2008 Form 4852 for the Capital View Station. The Union argues that, if the hours devoted by the Capital View Station Custodians to non-custodial duties not included in the Form 4852 are subtracted, the actual work hours for the Capital View Station Custodians also would fall below the 90 percent mark prescribed by the MOU. The Union is unable to specify exactly how many hours must be deducted from the actual work hours of the Capital View Station Custodians, however, due to the failure of the Service to produce records that would show the hours they devoted to extraneous tasks. As a result, the Union is

unable to calculate the amount of compensation that the Service may owe to the Capital View Station Custodians under the MOU.

Accordingly, the Union asks that the instant grievance be sustained, and that the Service be ordered to pay \$12,429 in compensation under the MOU to the Custodian (or Custodians) assigned to the Jefferson City MPO whom the Union may identify. The Union asks that the Service be deemed in noncompliance with the MOU at the Capital View Station facility as well, but the Union is unable to state what amount of compensation if any maybe due the Capital View Station Custodians. The Union further asks that the Service be ordered to come into compliance with the MOU at both facilities by henceforth compiling and producing reports from which one can differentiate the hours devoted by the MPO and Capital View Station Custodians to tasks that are included in Line H of the applicable PS Forms 4852 from their hours that involve duties not within Line H.

POSITION OF THE POSTAL SERVICE

It is the position of the Service that, even if the Union is correct that, for purposes of Paragraph 6 of the July 2014 MOU, only the work hours that custodians have devoted to tasks that were included in Line H of the applicable PS Form 4852 can be counted, the Jefferson City Main Post Office (MPO) fell short of the 90 percent mark by only 322.1 hours between July 9 and September 31, 2014. Accordingly, the Service argues that it owes compensation in the gross amount of only \$12,429 to the Custodians assigned to the MPO attributable to that period.

It is the position of the Service that, on the other hand, the Union has failed to show that the actual work hours of the Custodians assigned to the Jefferson City Capital

View Station for the same period fell short of 90 percent of the prorated figure from Line H of the Form 4582 applicable to the Capital View Station. The Service points out that Line H on the 2008 Form 4852 for the Capital View Station (Joint Exhibit No. 8, p.2) called for 3,310.27 annual work hours, which prorates to 685.23 hours for the twelve weeks between July 9 and September 31, 2014. In comparison, the Service notes, the LDC 38 reports for the Capital View Station (Management Exhibit No. 1) show that the Custodians assigned to the Capital View Station actually worked 914.53 hours during that twelve-week period. According to the Service, the pay stubs for the Capital View Station Custodians (Joint Exhibit Nos. 6 and 7) indicate that they were paid for performing 19.31 hours of higher-level duties during that period. The Service argues that, even if those 19.31 hours are subtracted from the 914.53 total hours worked, it still appears that the Capital View Station Custodians devoted 895.22 hours to regular custodial duties, or considerably more than the number of hours required by the MOU for that period.

For purposes of these calculations, the Service has utilized the February 2008 PS Forms 4852 for the Jefferson City MPO and Capital View Station (Joint Exhibit No. 8), which the Union argues must be used for this purpose, rather than the unapproved 2015 Forms 4852 (Joint Exhibit Nos. 9 and 10) that the Jefferson City postmaster used in his Step 2 answer to the instant grievance. The Service appears to acknowledge that the 2008 Forms must be used for MOU purposes in the instant case, because they were the applicable Forms in effect at the relevant time. However, the Service argues that the 2008 Forms overstated the appropriate work hours for Custodians in 2014, particularly at the Jefferson City MPO, since as the Postmaster testified, the Service in 2012 leased two

floors of the MPO facility to the State of Missouri, whereupon the MPO Custodians were no longer responsible for cleaning that space.

Accordingly, the Service argues that the instant grievance should be denied, subject to the stipulation that the Service owes compensation under Paragraph 6 of the MOU in the gross amount of \$12,429 to the appropriate MPO Custodian(s) whom the Union may identify. It is the position of the Service that such a dismissal of the grievance is appropriate, because the Union has failed to show that the Service failed to satisfy the MOU except to the limited extent that the Service has conceded, as set forth above.

OPINION

The instant grievance involves the issue whether the Postal Service satisfied the July 9, 2014 Memorandum of Understanding between the United States Postal Service and the American Postal Workers Union, AFL-CIO, regarding MS-47 TL-5 Implementation and Maintenance Craft PSE Conversions (“the MOU,” Joint Exhibit No. 11) at two postal facilities in Jefferson City, Missouri, between the effective date of the MOU and the end of the 2014 fiscal year. Thus, the issues submitted by the Parties to the Undersigned Arbitrator for decision are:

1. Did the Service comply with Paragraph 6 of the July 2014 Memorandum of Understanding on MDS-47 TL-5 Implementation and Maintenance Craft PSE Conversions, between July 2014 and the end of the 2014 fiscal year, by working the Custodians at the main Post Office and the Capital View Station in Jefferson City, Missouri at least 90 percent of the hours shown on Line H of the applicable PS Form 4852?
2. If not, what is the appropriate remedy?

The Undersigned Arbitrator has carefully considered all of the record evidence, arguments and positions of the Parties. Based upon all the facts and circumstances, the Undersigned Arbitrator must find that the Service failed to fulfill the requirements of Paragraph 6 of the July 2014 MOU at the Jefferson City Main Post Office (MPO) and Capital View Station (Capital View Station) with regard to the July through September 2014 time period. Specifically, the Service did not maintain and produce records regarding the Custodians assigned to either the MPO or the Capital View Station reflecting the hours worked by those Custodians that involved actual custodial work included in Line H of the applicable PS Forms 4852.

In addition, the Service did not meet the 90 percent requirement of Paragraph 6 of the MOU from July, 2014 through September 2014 with respect to the Custodians assigned to the MPO, and therefore owes compensation to those Custodians in the gross amount of \$12,429. However, the Undersigned Arbitrator is unable to find that the Service failed to meet the 90 percent requirement of the MOU with respect to the Custodians assigned to the Capital View Station during that period.

Accordingly, it is the conclusion of the Undersigned Arbitrator that the instant grievance must be sustained, and the Service must be ordered to do the following: (1) immediately begin maintaining records reflecting the work hours of Custodians assigned to the Jefferson City MPO and the Capital View Station that differentiate between hours relating to actual custodial duties included in Line H of the applicable PS Forms 4852 and hours relating to other tasks; and (2) immediately compensate those Custodian(s) whom the Union may designate, who were assigned to the Jefferson City MPO during the period in question, in the total amount of \$12,429. No monetary remedy is due to the

Custodians who were assigned to the Jefferson City Capital View Station during the period in question.

The Undersigned Arbitrator's consideration of the evidence, reasoning and conclusions leading to this determination are discussed below.

The July 9, 2014 Memorandum of Understanding Re: MS-47 TL-5 Implementation and Maintenance Craft PSE Conversion ("the MOU, Joint Exhibit No. 11) provided as follows in its Paragraph 6:

6. In facilities that are maintained by USPS custodians, upon the conclusion of each Postal Fiscal Year (FY), during October of the new FY, the total custodial work hours for the just completed fiscal year shown on the end of year report(s) for Labor Distribution Code (LDC) 38 (custodial work) will be compared with 90% of the custodial work hours shown on Line H of PS form 4852. The results will be provided to and discussed with the Local APWU President or designee. Falling short of 90% of the work hours shown on PS Form 4852 Line H will result in compensation for each hour short of 90% of the hours on PS Form 4852 Line H paid at the overtime rate to the custodial employees who will be identified in writing by the APWU Local Union. ... In the fiscal year of the MDS-47 TL-5 implementation, the period shall be prorated for the time MSD-47 TL-3 PS Form 4852 was in effect and the time MSD-47 TL-5 PS Form 4852 was in effect. ...

(Joint Exhibit No. 11, p. 2).

It is clear, as the Parties now appear to agree, that the analysis of custodial work hours required by this provision was to be performed for the Jefferson City MPO and Capital View Station separately, even though they are located in the same municipal area. Paragraph 10(a) of the MOU states that, "for purposes of the MOU . . . a 'facility' is a single site or location which has its own PS Form 4852." (*Id.*) The record reflects that, at the time in question during fiscal year 2014, the Jefferson City MPO and Capital View

Station were covered by separate, individual PS Forms 4852, both dated in February 2008. (Joint Exhibit No. 8, pp. 1, 2).

As the Parties also appear to now agree, it is the opinion of the Undersigned Arbitrator that the PS Forms 4852 from February 2008 are the Forms that must be used for the calculations required by Paragraph 6 of the MOU in the instant case. The new PS Forms 4852 for the MPO and Capital View Station facilities that were in process in January 2015 (Joint Exhibit Nos. 9 and 10), and that were relied on by the Jefferson City Postmaster in his Step 2 answer to the instant grievance (Joint Exhibit No. 3, pp. 8 – 9), were not then signed or approved by the Service, and therefore could not have been in effect in fiscal year 2014.

The February 2008 Forms evidently were the most recent, approved Forms at the time the MOU calculations were required to be made. Accordingly, the 2008 Forms must be used in the instant case. If circumstances have changed since 2008, such as due to the Service leasing some of the Jefferson City facilities to other entities that may warrant updating the Forms 4852; however the record indicates that no such updating had been completed at the time of the events of the instant grievance.

Consequently, Paragraph 6 of the MOU required the Service, in October of 2014, to examine end-of-year reports reflecting actual custodial work hours for the Custodians, separately for the Jefferson City MPO and Capital View Station. Paragraph 6 then required the Service to compare those actual custodial hours worked with the numbers of required custodial hours for each facility shown on Line H of the applicable Form 4852. Since FY 2014 was the fiscal year of the MS-47 TL-5 implementation, moreover, the last line of Paragraph 6 quoted above required the Service to compare just the actual hours

worked between July 9, 2014, when the MOU became effective, and the end of the fiscal year on September 30, 2014, with the annual Line H numbers prorated for that twelve week period of time.

Paragraph 6 of the MOU is not explicit about whether the comparison required of the Service as of the end of FY 2014 could include all the hours worked by the Custodians in the final twelve weeks of FY 2014, or only certain actual work hours. However, since the comparison was to be between actual hours worked and the number of required hours set forth on Line H of Form 4952, it is reasonable to conclude that only actual work hours devoted to the custodial duties included in Line H of the Form 4852 should count. This was made explicit, in any event, in the “Q and A” document released by the Service to its Area Labor Relations Managers on August 6, 2014 (Union Exhibit No. 4). That document included the following question and answer:

26. Regarding item 6 of the July 9, 2014 MOU, when determining the LDC work hours to be compared to Line H on the authorized PS 4852, is there [an] agreed upon report to use?

A. The LDC work hours can be shown by whichever report, or combination of reports, will be provide [sic] the best evidence. The end of FY LDC 38 work hours used must reflect the actual custodial work performed that is included in the Line H total. In other words, only custodial work identified in the staffing package and reflected on the Line H annual time will be used as the comparison. Work hours that do not reflect custodial work, improperly coded work or custodial work not included in Line H will be subtracted or ignored for the purposes of LDC 38 end of FY comparison.

(Union Exhibit No. 4, pp. 4 – 5 (Emphasis added).

Thus, in the opinion of the Undersigned Arbitrator, Paragraph 6 of the MOU, when read together with the Q and A document prepared by the Service, required the Service to consult records that delineated the actual hours worked by the Jefferson City

MPO and Capital View Station Custodians on tasks that were among the tasks included in Line H of their respective Forms 4852. **The MOU and Q & A item 26 further required that the Service identify from those records the actual hours worked by the Custodians on such tasks between July 9 and September 31, 2014.** The documents then required the Service to compare the resulting number of actual work hours for each facility with twelve fifty-seconds (12/52) of the number on Line H of the Form 4852 for that facility, since the Line H number is an annual number and the comparison was to be prorated for only twelve weeks of the year.

Once the Service had (1) compiled for each facility the reports that revealed the hours actually devoted by the Custodians in 2014 to custodial duties included in Line H, and (2) extracted from those reports such actual work hours for just July 9 through September 31, and then (3) compared those numbers with the prorated figures from Line H of Form 4852, Paragraph 6 of the MOU imposed an additional obligation on the Service, stating:

The results will be provided to and discussed with the Local APWU President or designee.

(Joint Exhibit No. 11, p. 2).

To satisfy this obligation, in the opinion of the Undersigned Arbitrator, the Service obviously had to **possess** reports or records reliably differentiating the hours worked by the Custodians on tasks within Line H from the hours they worked on other tasks, within the applicable period. The Service also had to be able and willing to promptly share those records, and to discuss them, with the Union.

The Service evidently was unable to comply with this obligation in the instant matter. The Parties essentially agree that reports do not exist at the Jefferson City MPO or

Capital View Station, at least for FY 2014, differentiating the hours worked by Custodians on tasks within Line H of the pertinent Forms 4852 from the hours they may have worked on other tasks. The Union claims, and there was testimony tending to corroborate, that the MPO and Capital View Station Custodians performed work that was beyond the scope of custodial duties that are included in Line H of the 2008 Forms 4852. Neither the Union nor the employees, however, were able to specify exactly when such duties were performed or precisely how many hours were devoted to such tasks during the relevant twelve-week period in 2014.

Capital View Station Custodian Dwayne Smith testified that, on most of his workdays during 2014, he was asked by the Service to deliver express mail, which took him from one to three hours on each such occasion. The Parties agree that delivering express mail is not a normal custodial function, and that Mr. Smith should have been paid at a higher wage rate for his time devoted to such work. The Service does not concede that Mr. Smith delivered express mail as often as he suggested, although other witnesses tended to corroborate Mr. Smith's testimony about the frequency with which he did so. The Service also insisted that Mr. Smith was paid at a higher wage rate whenever he did deliver express mail, which the record (Joint Exhibit No. 7) indicates did not amount to more than a couple hours here and there.

The Service now acknowledges that the Capital View Station Custodians assigned to the Jefferson City MPO did not work enough hours, especially when their hours devoted to concededly non-custodial tasks are ignored, to meet the 90 percent of Line H hours required by Paragraph 6 of the MOU. The Service calculates that the prorated number of hours that the MPO Capital View Station Custodians should have worked in

the relevant time period, based on Line H of their Form 4852, was 1083.82 hours. After subtracting hours for which they were paid at a higher wage rate, the Service computes that the MPO Custodians actually worked 761.72 hours on legitimate custodial tasks in the last twelve weeks of FY 2014.

Accordingly, the Service concedes that it owes compensation for 322.1 work hours, calling for a payment (at the overtime rate as required by the MOU) in the gross amount of \$12,429 to the MPO Custodian(s) whom the Union may designate. (As the Service acknowledges, Paragraph 6 of the MOU specifies that “[t]he APWU Local Union will determine the appropriate custodial employee(s) to compensate” in such a situation). The Union does not dispute these calculations by the Service regarding the shortfall in custodial hours at the MPO and the compensation therefore owing to the MPO Custodians.

A dispute remains between the Parties, however, concerning whether the Custodians assigned to the accordingly in Jefferson City failed to work 90 percent of the legitimate custodial work hours prescribed for them on the 2008 Form 4852 for the Capital View Station. The Service calculates that the prorated number of hours required for the Capital View Station Custodians, based on Line H of their Form 4852, was 685.23 hours. Using the LDC 38 report (Management Exhibit No. 1) and after subtracting the hours for which the Capital View Station Custodians were compensated at higher wage rates, the Service computes that the Capital View Station Custodians actually worked 895.22 hours on legitimate custodial duties in the final twelve weeks of FY 2014. Accordingly, the Service argues that the Capital View Station Custodians substantially

exceeded the work hours prescribed for them on Line H of their Form 4852, and therefore do not come close to requiring compensation under Paragraph 6 of the MOU.

The Union does not dispute that Line H of the 2008 Form 4852 for the Capital View Station, when prorated for just the relevant twelve weeks, required that the Capital View Station Custodians work only a total of 685.23 custodial hours during the period in question. The Union argues that the Capital View Station Custodians worked enough non-custodial hours during that period to have fallen below 90 percent of 685.23.

That would require, however, that the hours worked by the Capital View Station Custodians on Line H-qualifying tasks during the period would have to be fewer than 616.7 hours. That in turn would mean that the number of their actual work hours during the period, i.e., 914.53 hours as reflected on Management Exhibit No. 1, would have to be inflated by almost 300 hours, or nearly 33 percent.

In the opinion of the Undersigned Arbitrator, the evidence is insufficient to indicate either that as many as one third of the 914.53 actual work hours were devoted to non-Line H-qualifying duties. For example, even if Capital View Station Custodian Dwayne Smith devoted some eight hours each week (two hours per day, four days per week) to delivering express mail instead of performing custodial duties, that would reduce the figure of 914.53 total hours only to about 816 hours, still 200 hours in excess of the 616.7 hour mark which would have triggered the obligation to monetarily compensate the Capital View Station Custodians under the MOU.

Accordingly, the Undersigned Arbitrator cannot conclude that the Service must compensate the Capital View Station Custodians for not having worked at least 90 percent of the prorated Line H hours in the relevant period, as required by the MOU.

The Undersigned Arbitrator is mindful that the Union was handicapped, in showing that the actual number of work hours the Capital View Station Custodians devoted to legitimate custodial work during the relevant period was fewer than 616.7 hours, by the failure of the Service to keep and produce pertinent records concerning the actual duties they performed. That failure, as stated above, constituted non-compliance by the Service with Paragraph 6 of the MOU, in the opinion of the Undersigned Arbitrator.

In the absence of contemporaneously-maintained records, neither Party can now reconstruct precisely how many hours the Capital View Station Custodians devoted to which duties during the relevant twelve-week period. However, the record indicates to the Undersigned Arbitrator that, even if appropriate records had been maintained and made available by the Service, as the MOU required, the records would not likely establish that nearly one of every three hours worked by the Custodians during the period in question involved non-custodial duties, so as to require that the Custodians now receive monetary compensation from the Service under the MOU.

Nonetheless, it is the opinion of the Undersigned Arbitrator that the Service violated Paragraph 6 of the July 2014 MOU by not maintaining, providing and discussing with the Union, in October 2014, records reliably reflecting the hours actually worked by the Jefferson City MPO and the Capital View Station Custodians between July 9, 2014 and September 30, 2014 on tasks included in Line H of their respective Forms 4852. Paragraph 6 of the MOU clearly required the Service to have such records and to provide and discuss them with the Union at that time.

The “Q & A document” (Union Exhibit No. 4) does not require that the information be contained in any particular report. Instead, that document states that the hours actually worked on Line H-qualifying tasks “can be shown by whichever report, or combination of reports, will provide the best evidence.” As a consequence, in the Arbitrator’s opinion, the Service has discretion as to what records or reports to maintain. However, to satisfy Paragraph 6 of the MOU the Service must maintain and make available to the Union for discussion **some** records or combination of records constituting solid “evidence” regarding hours worked on Line H-qualifying versus non-qualifying tasks. The failure of the Service to do so in the instant case requires remediation, through an arbitral order that the Service immediately begin compiling such records and making them available to the Union for MOU compliance purposes on a timely basis in the future.

In addition, the Service must be ordered to compensate the MPO Custodian(s) whom the Union may designate under Paragraph 6 of the MOU in the stipulated gross amount of \$12,429, for the undisputed shortfall in actual custodial hours that the MPO Custodians experienced during the final twelve weeks of FY 2014.

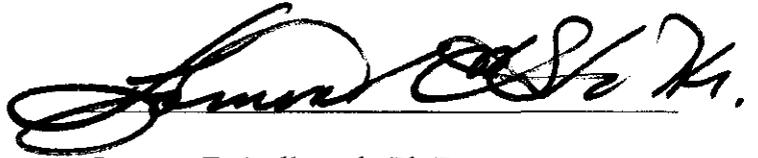
AWARD

Based upon the facts and circumstances of the instant grievance, the Undersigned Arbitrator must find that the Service failed to comply with Paragraph 6 of the July 9, 2014 Memorandum of Understanding Re: MS-47 TL-5 Implementation and Maintenance Craft PSE Conversions, by failing to maintain and make available to the Union appropriate records delineating the actual work hours devoted by the Jefferson City MPO and Capital View Station Custodians to duties that were within the scope of custodial duties included in Line H of the PS Forms 4852 for the MPO and Capital View Station facilities.

The Service also failed to comply with Paragraph 6 of the MOU by not working the MPO Custodians in the final twelve weeks of FY 2014 at least 90 percent of the prorated number of hours required by Line H of the Form 4852 for the MPO facility. Accordingly, the Service must immediately do the following: (1) compile and, on a timely basis under Paragraph 6 of the MOU, make available for discussion with the Union, records reliably reflecting the hours actually worked by Custodians assigned to the MPO and the Capital View Station, differentiating hours that involve actual custodial work included in Line H of the applicable PS Forms 4852 from hours devoted by the Custodians to other tasks; and (2) immediately compensate the Custodian(s) assigned to the Jefferson City MPO who may be designated by the Union in the total amount of \$12,429 for the extent to which their actual work hours in the final twelve weeks of FY 2014 fell short of 90 percent of the prorated hours listed on Line H of the Form 4852 for the MPO facility.

The Arbitrator shall retain jurisdiction over the remedial aspect of this Award for a reasonable period of time, not to exceed sixty (60) calendar days unless otherwise formally and mutually agreed by both Parties.

Grievance sustained per Opinion.



Lamont E. Stallworth, Ph.D.
Labor Arbitrator

Dated this 20th day of September, 2015

City of Chicago
County of Cook
State of Illinois

Sworn to and subscribed before me this 20th day of September, 2015



LES/sg/cs



8: EMARS Reports Arbitration Case # F06T-1F-C 09101953,
Local # 289M09JW By Arbitrator Gary Connely, Date of
Award March 18, 2013

REGULAR ARBITRATION PANEL

In the Matter of the Arbitration

Grievant: Class Action

between

Post Office: Sacramento P&DC

UNITED STATES POSTAL SERVICE

USPS Case No: F06T-1F-C 09101953

and

APWU Case No: 289M09JW

AMERICAN POSTAL WORKERS

UNION, AFL-CIO

BEFORE:

Gary L. Connely, Arbitrator

APPEARANCES:

For the U.S. Postal Service:

Steven Marney

Tawnya King

For the Union:

Jimmie Waldon

Chuck Sundgaard

Place of Hearing:

Sacramento P&DC

Date of Hearing:

November 28, 2012

Date of Award:

March 18, 2013

Relevant Contract Provision(s):

Article 19; MS-47, Sections 116 and 243

Contract Year:

2006-2010

Type of Grievance:

Contract

Award Summary

The grievance is arbitrable. As discussed herein, the Union's claim that the custodial operation was not staffed in accordance with the MS-47 Handbook during the time in question must be resolved using the PS Form 4852 prepared in compliance with national post-arbitration

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settlement #Q98C-4Q-C 02013900. In the event that the operation was not properly staffed, the affected custodial employees who otherwise will be compensated accordingly.

INTRODUCTION AND HEARING OVERVIEW:

I am a member of the Sacramento District regular contract arbitration panel. By scheduling letter dated September 26, 2012, the parties selected and assigned me to hear grievance #F06T-1F-C 09101953, a "class action" grievance filed by Local 66 on behalf of custodial employees at the Sacramento P&DC. The grievance alleges that Management "understaffed" custodial operations at the P&DC during the period of March 1, 2008 through January 31, 2009. The arbitration hearing was convened on November 28, 2012, at the P&DC. The Service was represented by Pacific Area Labor Relations Specialist Steven Marney; Sacramento District Labor Relations Manager Tawnya King "sat second chair." The Union was represented by National Business Agent Jimmie Waldon; National Business Agent Chuck Sundgaard sat second chair.

The representatives submitted four (4) Joint Exhibits:

- 1) The 2006-2010 Collective Bargaining Agreement, (CBA);
- 2) The 2012 edition of the Joint Contract Administration Manual, (JCIM);
- 3) A 160 page grievance file including:
 - The "moving papers," (the Union's grievance appeal forms, Management's decisions and the Union's letters of "corrections and additions" to the decisions);
 - The PS Form 4852, "Workload Analysis and Summary," printed on February 11, 2009.
 - PS Forms 4839, "Custodial Scheduling Worksheet;"
 - eMARS¹ custodial route completion summary reports;
 - eMARS LDC 38² productive work hour reports;
 - PS Forms 4851, "Housekeeping Inspection" reports;
 - PS Forms 1767, "Hazardous Condition" reports;
 - Internal USPS e:mail messages;
 - Local Labor-Management Committee meeting agendas and minutes;
 - Documents pertaining to individual light and/or limited duty custodians;

¹ "MARS" is an acronym for the "Maintenance Activity Reporting and Scheduling" system.

² "LDC 38" is an acronym for "Labor Distribution Code 38," the code used for custodial functions.

- Documents pertaining to individual custodians detailed as Acting Supervisors;
 - Custodian attendance rosters;
 - Custodian seniority lists, dated March 3, 2008;
 - Custodian Overtime Desired Lists; and
- 4) The 1983 edition of the MS-47 Handbook, "Housekeeping – Postal Facilities."

The representatives presented both oral and written opening statements.

Local 66 Maintenance Craft Director James Welenofsky testified at the Union's request. Lead Maintenance Manager Mary Alt testified on behalf of Management.

The Union submitted 12 Union Exhibits:

- 1) National arbitration award #A8-NA-0375, (Howard G. Gamser, June 1, 1981);
- 2) Step 4 grievance decision #D94T-1D-C 97084381, April 19, 1998;
- 3) National arbitration award #I94T-4I-C 98116745, (Shyam Das, July 12, 2004 – the "first" Das award);
- 4) National arbitration award #Q98C-4Q-C 02013900, (Shyam Das, November 16, 2006- the "second" Das award);
- 5) National post-arbitration settlement #Q98C-4Q-C 02013900, January 29, 2008, (the "Devine/Raymer" agreement³);
- 6) Step 4 grievance decision #B90T-4B-C 93015581, January 21, 1999;
- 7) National pre-arbitration settlement #H1C-NA-C 46, April 20, 1983;
- 8) Step 4 grievance decision #J90T-4J-C 95062302, January 21, 1997;
- 9) USPS HQ level letter to the APWU, October 31, 1997;
- 10) Regular arbitration award #F90T-1F-C 94043041, (Jerilou Cossack, August 28, 2000);
- 11) The 41 page grievance file for pending arbitration case #F06T-1F-C 08347818⁴; and,
- 12) The 2006 edition of the MS-63 Handbook, "Maintenance Operations."

The Service submitted two (2) Management Exhibits:

- 1) The laborer custodial seniority list, dated October 15, 2009; and
- 2) A "compilation" list of the employees listed in the attendance rosters submitted in Joint Exhibit 3.

³ So called because it was signed by USPS HQ Labor Relations Specialist Patrick Devine and APWU Maintenance Division Director Steven Raymer, acting as the parties national representatives.

⁴ Submitted solely for the purpose of showing that the issue articulated therein has been grieved.

The representatives elected to submit closing briefs. The Service's brief was received on January 28, 2013. It included the following regular arbitration awards:

- 1) #F90T-1F-C 94043041, (Jerilou Cossack, August 28, 2000);
- 2) #S7T-3N-C 40351, (Ernest Marlatt, May 5, 1992);
- 3) #C06T-4C-C 07310547, (Joseph Harris, January 31, 2010);
- 4) #C94N-4C-C 98063480, et al, (Collman Lalka, March 24, 2000);
- 5) #W0V-5R-C 4221, (Vern Hauck, August 21, 1998);
- 6) #F98N-4F-C 01103737, (Donald Olson, February 9, 2002);
- 7) #F01N-4F-C 04017431, (Donald Olson, March 18, 2004);
- 8) #S7T-3C-C 31272, (Ernest Marlatt, December 5, 1990);
- 9) #J90C-1J-C 95064983, et al, (John Fletcher, February 2, 2002); and
- 10) #E06T-1E-C 08212233, (Paul Chapdelaine, July 20, 2012).

The Union's brief was received on January 29, 2013. It included the following regular arbitration awards:

- 1) #F90T-1F-C 94043041, (Jerilou Cossack, August 28, 2000);
- 2) #W0T-5F-C 9673, et al, (Bennett Aisenberg, June 19, 1996);
- 3) #H06T-1H-C 10046095, et al, (Christopher Miles, August 17, 2011);
- 4) #A06T-1A-C 09196224, (Robert Brown, June 4, 2010);
- 5) #H06T-4H-C 08391682, (Andrew Strongin, January 3, 2010);
- 6) #E90T-4E-C 95013220, (Thomas Levak, June 15, 1999);
- 7) #J90T-4J-C 94041806, (Edwin Benn, July 27, 1996);
- 8) #K00T-1K-C 06038371, (Glynis Gilder, March 27, 2008);
- 9) #E7T-2U-C 23573, (Nicholas Zumas, May 11, 1992);
- 10) #C94T-4C-C 96017197, (William Miller, Jr, October 28, 2000);
- 11) #C94T-1C-C 97087047, (Christopher Miles, August 6, 2007); and,
- 12) #G06T-1G-C 08254232, (Joseph Cannavo, Jr, December 10, 2012).

As agreed by the representatives, I forwarded the Union's brief to the Service on January 30, 2012, by regular mail – inadvertently, the Service had already sent its brief to the Union.

Having received no rebuttal from either representative, I closed the record on February 11, 2013.

BACKGROUND:

Step 1:

On February 5, 2009 Local 66 Maintenance Craft Director James Welenofsky filed the grievance at Step 1 with Maintenance Operations Supervisor Jerry Kaminaga. According to the PS Form 2608, "Grievance Summary – Step 1,"⁵ prepared by Mr Kaminaga, Mr Welenofsky alleged that:

"Management understaffed custodians at the Sacramento P&DC for over 9 months, from March 1st of 2008 thru January 31st, 2009. Management was not in compliance with the MS-47 and National Awards by Das and Gamser. National MS-47 Awards: Q98C-4Q-C 02013900, I94T-98116745, H0C-NA-C 16 and A8-NA-0375. Step 4's: J90T-4J-C 95062302, B90T-4B-C 93015581, H8T-3P-C 17490, and D94T-1D-C 97084381. The Postal Service failed to staff or work up to hours identified on the PS-4852."

Mr Welenofsky asked that Management remedy the grievance by:

"Staff[ing] to the MS-47 PS 4852 staffing levels. Compensat[ing] career employees at the appropriate overtime rate for all hour[s] not worked in accordance with the... PS 4852. Ensur[ing] all custodians have written routes. Comply[ing] with all national awards. Comply[ing] with all Step all Step 4 decisions...."

In response, it was Mr Kaminagas's position that:

"Due to instructions from higher headquarters, we are unable to fill our vacancies through the normal process, and are awaiting the results of our vacancies being offered and accepted by employees at other districts before these vacancies are filled. Because of our budgetary restraints, we are again unable to work the overtime hours to make up the shortfall caused by our inability to fill these vacant positions."

Mr Kaminaga denied the Step 1 grievance on February 5, 2009, saying:

"Our inability to fill these vacancies was the result of instructions from the Pacific Area to withhold residual vacant clerk, custodial, and mail handler craft positions for Article 12 excessing. Additionally, we were instructed at first to work only overtime days that had to

⁵ Although Step grievances are "oral," the grievance file includes a Step 1 grievance work sheet prepared by Mr Welenofsky. Mr Kaminaga's PS Form 2608 is consistent with Mr Welenofsky's work sheet.

be approved by the Area, and later, we were instructed to cease working overtime altogether. Therefore this grievance is denied.”

Step 2:

Mr Welenofsky appealed the grievance to Step 2 on February 10, 2009, by submitting a standard Step 2 grievance form stating:

“Management understaffed custodians...for over 10 months.... Custodial staffing is determined in accordance with the...MS-47.... Management should provide the justifications and reasons they failed to staff or work the work hours per the ...PS Form 4852. It is the Postal Service’s responsibility to assure custodial maintenance is sustained at a satisfactory level. In accordance with MS-47, Section 112, the MS-47 is used to determine staffing and scheduling for the building service custod[ial] work force. In accordance with MS-47, Section 116, once custodial staffing levels are determined using the procedures of the MS-47, that staffing must be maintained. Staffing must be in accordance with MS-47, Section 211. The USPS should ensure compliance with Section 244, custodian duties should be completed before non-custodian duties are assigned. The USPS is not in compliance with Section 311, because the employees are not provided written working assignments. The issue of custodial staffing has been addressed....⁶

The unfortunate factor is Management does not want to comply with the decisions: They do not want the building clean. They do not want to maintain the custodial staffing, The Postal Service has had more than 10 months to be in compliance, and have chosen to reject prior settlements. Arbitrator Das, in national case #I94T-4I-C 98116745 provided the USPS some relief on the weekly staffing hours. However, his decision did not provide an indefinite delay of work hours. This grievance is being filed because the USPS has not complied with the MS-47 staffing levels and national awards.

Step 1 designee, Jerry Kaminaga blamed Headquarters for not allowing them to fill vacancies through normal processes, and due to budgetary restraints, which will not

⁶ Here, Mr Welenofsky cited the various national level arbitration awards and Step 4 grievance decisions that had been submitted at Step 1. He also cited four (4) regular arbitration awards: #W7T-5F-C 33417, #E7T-2U-C 23573, #S7T-3S-C 40322, and #C7T-4Q-C 16630.

allow us to work overtime hours to cover the non-worked custodial work hours. Neither of which are legitimate excuses to not follow former agreements, decisions, manuals and the contract.”

Mr Welenofsky asserted that the foregoing allegations constitute a violation of Articles 14, 19 and 38 of the CBA and various Sections of the MS-47 Handbook.

As a Step 2 remedy, Mr Welenofsky repeated his Step 1 request.

Maintenance Operations Support Manager Raymond Maedar was Management’s Step 2 designee and his April 7, 2009, denial was short and to the point:

“Management was unable to fill those custodial positions because of a hold on our residual positions as directed by the Pacific Area due to an Article 12 excessing and mandated freeze on overtime work by Headquarters due to budget restraints.”

In response to Mr Maedar’s decision, Mr Welenofsky submitted a lengthy letter of “corrections or additions,” dated April 15, 2009:

“Postal Management...failed to maintain pre-determined minimal custodial staffing levels required in accordance with the M-47 Handbook to maintain the facility in a safe and healthful working environment for all employees.... The number of predetermined hours are listed on PS Form 4852.... The number of hours management failed to work amounted to approximately 36,000 hours. Management had options for working these hours, such as hiring from the in-service register, hiring from the E-reassign transfer register, working overtime, denying details out of the craft and the establishment of relief positions to cover shortages, such as injuries, annual leave, and leave without pay situations. Management claimed that Headquarters refused to allow them to use many of these options as is indicated in Management's Step 1 decision.... The Union brought up these options throughout the period of time the under staffing was taking place. The answer...was that area or Headquarters would not allow it. This is not an excuse for not honoring former agreements, decisions and following Postal Manuals and the contract.

Management failed to honor the January 2007 Labor-Management Meeting minutes when they agreed to bring custodian staffing up to required levels.

Management failed to provide all requested information for the processing of this grievance. The Union received a copy of custodial route bypass and partial listings. The

Union requested to know which routes were not completed or bypassed and was never provided this information – requested two times.

In June, 2008... Management unilaterally expanded the area radius for withholding residual vacancies from 100 miles to 500 miles, due to excessing, without consulting with Regional Coordinator Omar Gonzales before doing so, as agreed upon in Article 7 of the Joint Contract Interpretation Manual, (JCIM). These custodial positions should not have been withheld and should have been filled with employees on the in-service register, and transfers on E-reassign.

An injured custodian was assigned a position performing MOS clerk duties for a year, and instead of clocking into the correct operation for his detailed position, kept clocking into the building services operation, (operation #747). He performed no custodial work during this time period. This time amounted to 704 hours that were incorrectly logged as custodial work that was being accomplished, but was not.

Management detailed several custodians up to 204b supervisory positions even though we were short staffed at the time of the details. This is shown on the higher level slips and copies of the employees' work schedules. No employees covered their work hours.

The Union requested, and was provided with, copies of the Housekeeping inspection forms (4851s) for the period of time under staffing, and the quarterly reports clearly show that the facility was not being properly maintained. The Union also obtained a 1767, safety write up that had been submitted by an irate employee for unclean restrooms during this time period.

The Productive Work Hour Summary for ...LDC38, provided by Management for the period of time, (March 1, 2008 thru January 31st, 2009), 11 months, indicated that only 72,313 hours of the required 108,604.24 hours were worked. Leaving a deficit of 36,290 work hours, plus the 704 hours limited duty employee Oscar Soto improperly clocked into custodial operation 747, brought the total of non-worked custodial hours to 36,994.74 hours. Management had one month to work these hours. Over the prior 11 month period of time the average monthly worked custodial hours amounted to 6,573 hours. Figuring in this amount still leaves over 30,000 hours of work for the one year period of time, that was not worked. At the average overtime rate of pay for custodians,

\$900,000.00 should be divided among the custodians on the rolls who worked during this time period. Area or Headquarters can pay it.

After submitting his Step 2 "corrections or additions," Mr Welenofsky appealed the grievance to Step 3.

Step 3:

Mr Welenofsky appealed the grievance to Step 3 on April 17, 2009. As stated therein, the reasons for the appeal were:

"Management... failed to properly maintain minimal custodial staffing levels required in accordance with their MS-47 Handbook to properly maintain the facility in safe and healthful working environment for all employees.... Management continues this understaffing at the present time. Local Management agreed in both the Step 1 and Step 2 denials... that it is occurring, but claims that their hands are tied due to instructions from Headquarters and Area on requirements to withhold positions, stop all overtime, and do away with all custodial relief positions. This is not an excuse for not honoring former agreements, decisions, Labor-Management Meeting agreements and following Postal Manuals, the Collective Bargaining Agreement, and providing a clean facility.... Based on Line J award, Case #I94T-4I-C 98116745 a period of time is necessary to allow for changes in PM and Routes due to seasonal conditions, etc. to demonstrate violations in such a large facility as Sacramento P&DC. The Union attempted numerous time throughout the year to convince... Management to work the short hours with the use of overtime to get the work done."

The record submitted to me does not include a copy of Management's Step 3 decision – in fact, it appears that the grievance was never heard or discussed at Step 3. Instead the grievance was appealed to arbitration by notice dated January 7, 2010. In relevant part, the notice states:

"Please be advised that Management has made no attempt to schedule a Step 3 meeting on this case. I [National Business Agent Jimmie Waldon] have therefore decided to appeal this case to arbitration without the benefit of a Step 3 meeting."

Arbitration:

Although the grievance was appealed to arbitration without either the Step 3 meeting having been held or the Step 3 decision having been issued, the representatives stipulated that procedurally the grievance is "ripe" for arbitration and is properly before me.

ISSUE:

By written submission statement, the representatives stipulated that the issue before me is:

"Did the Postal Service violate Article 19 of the Collective Bargaining Agreement by not staffing at the Sacramento P&DC per the MS-47 requirements from March 1st 2008 through January 31st 2009? If so, what is the appropriate remedy?"

Although the representatives have agreed that the grievance is procedurally arbitrable and have stipulated as to the issue on the merits, the Service asserts that the grievance is not substantively arbitrable.

POSTAL SERVICE'S POSITION: SUBSTANTIVE ARBITRABILITY:

The following *italicized* substantive arbitrability arguments and quotations have been drawn from the Service's closing brief:

"...Chapter 1, Section 116 of the MS-47 requires, 'Once a custodial staffing level is determined using the procedures in this handbook, the staffing level must be maintained. If conditions arise that warrant a change in staffing, the entire staffing procedure must be redone, i.e. new forms must be completed.'

An 'authorized staffing package,' determined through observance of the procedures contained in the MS-47 was not provided by the Union in the instant grievance.

...Chapter 2, Section 243(v) of the MS-47 requires that, "When a Form 4852 is completed for a facility other than a BMC, it must be reviewed by the MSC Manager Plant Maintenance (or senior maintenance official) and it must be approved by the MSC Manager/Postmaster. The form must be signed and dated by these authorities in the space provided on the bottom of the form.'

The only PS Form 4852 placed into evidence by the Union to represent the 'authorized staffing package' in this grievance is not signed or dated....

...the instant grievance is not arbitrable. The National Agreement is very clear in limiting an arbitrator's authority and preventing any exercise of arbitral discretion outside the specific provisions contained therein. Article 15.6 reads, "All decisions of arbitrators shall be limited to the terms and provisions of this Agreement, and in no way may the terms and provisions of this Agreement be altered, amended or modified by an arbitrator." Management observes the arbitrator draws his authority from the National Agreement. The instant case has been rendered moot and is inarbitrable based upon the following:

On January 31, 2009, the Union filed the instant grievance wherein it claimed Management had failed to staff in accordance with the 'authorized staffing package' in effect on that date. In support of this claim the Union proffered the staffing package documents and PS Form 4852. As noted above, to qualify as an 'authorized staffing package' the PS Form 4852 must be signed by those authorizing the package. The Union has failed to establish the necessary staffing and custodial work hours through submission of an 'authorized staffing package.' The MS-47 is very clear in requiring at Chapter 2, Subsection 243 (v), 'When a Form 4852 is completed for a facility..., it must be reviewed by the MSC Manager Plant Maintenance (or senior maintenance official) and it must be approved by the MSC Manager/Postmaster.... The form must be signed and dated by these authorities in the space provided on the bottom of the form.' Because the Forms submitted in support of their position...are not signed, they are not 'authorized.' The union erred in not submitting an 'authorized staffing package' in effect at the time the instant grievance was filed. The failure to submit an 'authorized staffing package'...renders the grievance substantively inarbitrable as the custodial staffing and concurrent custodial work hours are not known to Management or the Arbitrator.

On June 16, 2000, the Union went to arbitration on this very issue in this very facility. The Union argued in that case, #F90T-1F-C 94043041, that the failure to complete a new staffing package prior to imposition of reduced staffing levels violated the MS-47 Handbook and Article 19.... Arbitrator Jerilou Cossack observed that a PS Form 4852 had been duly executed on September 8, 1993. She observed the Union's position that '...currently the only authorized 4852 shows 57.1 work years or positions.' She further

noted the Union testimony, 'Union Vice President Waldon testified it was never his contention in this grievance that Management was required to maintain a staff of 57 custodians until a new Form 4852 was finalized....It was his contention that Management was required to work up to the 57 man hours of the September 1993 Form 4852 until such time as a new Form 4852 was properly completed....' The union position was referenced again, 'The original 4852 must be adhered to as per the MS-47 until all forms of the 4852 are completed.' Finally Arbitrator Cossack states, "While it is true the Union couched some of its terms in custodial positions, each of the Union's protests specifically stated a new Form 4852 had not been completed prior to the reduction in custodial positions....the staffing mandates of the September 1993 Form 4852 should have continued in effect until April 6, 1994, when a new staffing procedure was completed in its entirety."

The Union is now estopped from arguing an unsigned PS Form 4852 can constitute an 'authorized staffing packages' when they argued the exact opposite position before Arbitrator Cossack in case #F90T-1F-C 94043041....the grievance must be denied in its entirety."

UNION'S POSITION: SUBSTANTIVE ARBITRABILITY:

The Union's position concerning substantive arbitrability can best be summarized by its response to the argument at the hearing:

- 1) Pointing at the "moving papers," the Union noted that Management had not raised the substantive arbitrability argument, or anything even vaguely resembling it, at any Step of the grievance procedure. The Union argued that such disclosure is required by the Articles 15.2.Step 2.(d) and 2.(f) and 15.2.Step 3.(c). In the Union's view, Management's failure to disclose the claim during the grievance procedure, effectively bars it from raising the argument for the first time at arbitration; and,
- 2) The Union stressed that the "unsigned" PS Form 4852, which is the basis for Management's substantive arbitrability claim, was provided to it by Management, in response to an information request submitted by Mr Welenofsky on February 9, 2009, for the "current authorized custodial staffing numbers." According to the Union, Management should not be permitted to provide a document in response to an

information request and then turn around and argue in arbitration that the document is somehow fatally defective.

The Union raised a “continuing objection” to the substantive arbitrability claim at the hearing and asked that it be dismissed as “new argument.”

FINDINGS AND CONCLUSIONS: SUBSTANTIVE ARBITRABILITY:

The Grievance is Substantively Arbitrable:

This is one of those uncomfortable situations in which both representatives are at least partly right....

First, the Service is right, Section 243.v of the MS-47 Handbook, requires that a Form 4852 be both reviewed and approved by the appropriate postal authorities and then it must be signed and dated. In this regard, I agree with Arbitrator Cossack who held, (in case #F90T-1F-C 94043041) – an unsigned, undated Form 4852 is not complete and cannot be implemented until such time as it is signed and dated.⁷ The form upon which this grievance is based is not signed and dated and, consequently, it cannot be implemented or, more importantly for the purposes of this grievance, enforced. But....

My review of the moving papers also confirms the Union’s claim – at no time during the processing of this grievance did Management ever assert that the Form 4852 was invalid. The Service raised this assertion for the first time at arbitration.

The general rule is that “new evidence or argument,” i.e. evidence or argument that has not been disclosed at Step 2 or Step 3 of the grievance procedure, is not admissible at arbitration. Article 15.2.Step 2.(d) has this to say:

“At the meeting the Union representative shall make a full and detailed statement of facts relied upon.... The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties’ representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents....”

⁷ The Cossack award, which has been submitted to me by both representatives, is of particular interest because it was rendered in the Sacramento P&DC and involved many of the same people who are involved in this case.

Seeing as how Management was the source and provider of the Form 4852, it certainly knew or reasonably should have known that the Union was prosecuting this grievance using an unsigned and undated form. There is no dispute that Management gave the form to Mr Welenofsky on or about February 11, 2009, in response to his February 9th request for information. Mr Welenofsky's February 10, 2009, Step 2 appeal repeatedly refers to the Form 4852 and yet, two months later, Management's April 9, 2009, Step 2 decision makes no mention of it at all.⁸ If Management believed that the form was invalid, it certainly had ample opportunity to raise the claim at Step 2 – it failed to do so.⁹

At least three of the “founding fathers” of postal arbitration – Howard Gamser, Benjamin Aaron and Richard Mittenthal – have issued national-level awards addressing the question of whether, and under what circumstances, new evidence or argument is admissible at arbitration; and several hundred regular arbitrators, including me, have issued awards guided by their opinions.¹⁰

The only usual exception to the general rule prohibiting the admission of new evidence or argument at arbitration pertains to “substantive arbitrability.” This concept has best been addressed by Arbitrator Mittenthal in national-level award #H7T-3W-C 12454.¹¹ In that award, Arbitrator Mittenthal held, “The Postal Service is free to raise this arbitrability defense at the arbitration hearing even though it had not raised the matter earlier.” But Arbitrator Mittenthal describes “this arbitrability defense” this way, “Should APWU pursue a grievance on the basis of something other than ‘the terms and provisions of this Agreement,’ the arbitrator would have no jurisdiction and could not make a ruling on the merits.” That’s “substantive arbitrability” as Arbitrator Mittenthal saw it, and that’s the sort of argument that he deemed to be an exception to the general rule that new evidence or argument is not admissible at arbitration. But that’s not the sort of argument that the Service is making here.

⁸ The Step 2 appeal form is dated February 10, 2009; the Form 4852 has a “production date” of February 11, 2009. The Step 2 appeal appears to “pre-date” the Form, but neither representative made any claim that the February 11th form is not the form that has been at issue throughout the processing of this grievance.

⁹ Normally Management would also have had the opportunity to raise this claim at Step 3, but in this case no Step 3 meeting was held and no Step 3 decision was issued.

¹⁰ Neither representative has provided me with copies of these national-level awards, however I have previously discussed them in detail in decision #F06C-4F-C 09169588, (San Francisco P&DC, April 11, 2012). That decision includes a detailed analysis of “substantive arbitrability,” as that concept is addressed by Arbitrator Mittenthal in national-level decision #H7T-3W-C 12454, et al.

¹¹ See footnote 10.

The Union's reliance on an unsigned and undated Form 4852 may not be appropriate under the MS-47, but at least within the context of this grievance, it does not constitute pursuit of the grievance on the basis of something other than "the terms and provisions of the Agreement." The grievance is substantively arbitrable.

"Good Faith" Demands That the Grievance be Arbitrated:

In relevant part, Article 15.4.A states:

"The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end."

I'll be blunt, in my opinion the Service's substantive arbitrability argument, based on an invalid Form 4852, that was both created and provided by Management, smacks of "bad faith."

Mr Welenofsky requested a copy of the "current authorized custodial staffing numbers." In response to that request, Management provided him with the Form 4852 which is at issue. The Union prosecuted and appealed the grievance relying on that form. At no time during the processing of the grievance did Management ever say that the form was invalid. And now, four years after the grievance was filed, the Service asserts that it should not be arbitrated because the Form that IT provided is invalid.

An award upholding the Service's substantive arbitrability argument under these circumstances could be construed as sanctioning the worst kind of grievance process gamesmanship, and in the long run, would do the parties a distinct disservice. I will not and cannot do so. The good faith principles enshrined by Article 15.4.A demand that I reject the argument and find the grievance to be arbitrable.

UNION'S POSITION: MERITS:

The following *italicized* quotations and arguments have been drawn directly from the Union's closing brief:

...Management at the Sacramento installation did not adhere to the MS-47 during the time period identified in the grievance.¹²

...the Postal Service must adhere to the standards and frequencies established in the MS-47, National Arbitrator Gamser stated award #A8-NA-0375:

“It must be apparent that if the USPS were going to design a system that would insure the maintenance of standards of cleanliness and safety in its buildings, and provide such detailed guidance to the field as is contained in the MS-47 Handbook, the question of frequency of performance could not be left open ended. To do so would give no assurance whatsoever that such standards of cleanliness and safety would be met. If the officer in charge at each facility or the responsible official in each region or district could set frequencies of performance, and lower them at will, a deterioration of cleanliness and safety standards could surely result. There is a Postal Service commitment to the maintenance of a clean and safe working environment. The Handbook criteria, both dealing with unit performance as well as frequencies, provide assurance that this commitment will be kept....the Arbitrator is of the opinion and must find that the provisions of Article XIX impose upon the Service a duty to abide by the criteria or standards established in the MS-47 Handbook for both unit performance as well as frequencies.”

In July of 2004 National Arbitrator Das issued award #I94T-4I-C 98116745. The issue in that case was whether line “J” of the PS-4852 was an absolute minimum regardless of all other circumstances. He did not have before him a staffing violation issue. As such, its implications are limited in fully staffed offices. The facts demonstrate that in this case, the Sacramento installation was not fully staffed. This is not in dispute as evidenced by the Service’s own Step 1 and 2 answers. Arbitrator Das’ award says in part:

“The primary purpose of the MS-47 is to determine the staffing level required to fulfill management’s responsibilities for maintaining a clean, healthy and safe work environment. This is not a staffing case. There is no dispute the Iron Mountain facility was a properly staffed office at the time....

¹² The Union relies on MS-47 Sections 111, 112, 116, 142, 243.u, 243.v, 310, 312 and 331.

“Line H represents the total number of hours of custodial work, factoring in training, breaks and wash-ups, to be performed in a year as determined using the criteria and standards in the MS-47. Line H is what is critical.

“Line J is simply a useful measure of the weekly average of the total hours on line H. That does not mean that all of those average hours necessarily have to be worked or even scheduled every week to comply with the MS-47. Nonetheless, a significant deviation from this average, particularly over an extended duration, is likely to reflect a failure to meet the required standards.

On November 16, 2006, Arbitrator Das issued another national award, #Q98C-4Q-C 02013900. The issue in that case was based on a 2001 roll-out of a revised MS-47. The 2001 edition of the MS-47 was an attempt by the Postal Service to wash away decades of negotiated working conditions. Arbitrator Das ruled that the roll-out violated Article 19 and he restored the 1983 version of the MS-47. Having done so, he further restored the well-established, mutually understood remedial action necessary for violation of the MS-47 standards. Arbitrator Das wrote:

“Cleanliness of Postal Facilities is critically important to the working environment, health and safety of postal employees as well as to the public. As of 2001, the MS-47 in its 1974 and 1983 versions have been a – if not the – cornerstone of the Postal Service’s regulations governing the performance of custodial services for over a quarter century. A key component of both the 1974 and 1983 MS-47 is a determination of the number of work hours required to regularly maintain a facility at the appropriate level of cleanliness.”

To be in compliance with the Gamser and Das awards, the Postal Service is required to staff or work to the levels listed on Line H of the PS Form 4852.

In the Sacramento installation this requirement was not met. The Union showed through testimony and documentation a significant deviation in the hours required and the hours worked performing custodial duties over an 11 month period from March 1st, 2008, to January 31st, 2009. In fact, over 30% of the custodial hours required to satisfy the Form 4852 were not worked and approximately 30% of the custodial routes were bypassed. The Headquarters parties have thoroughly discussed and recognize by way of a series of Step 4 settlements that the Gamser award and the MS-47 are controlling relative to

custodial staffing and scheduling and the requirement to use route sheets. The Step 4 agreements also show that the parties also intended the use of MARS reports as verification of MS-47 compliance. The Step 4 and national level settlements are instructive and cannot be overlooked or ignored, these tell us the parties' agreements on MS-47 issues.¹³

...Management had the right to determine staffing levels and cleaning functions under the parameters of the MS-47, but once they did so, Management was bound by that decision.

The representatives stipulated that the employees listed in Joint Exhibit 3, tab 23, if called to testify, would state that they were available and willing to work overtime if asked.

Mr Welenofsky testified that he has been employed by the Postal Service for 40 years; he has been a Union official for 25 years; and that he is the author of this grievance. He testified that he filed the grievance because the office was understaffed and there was a significant deviation from the average required weekly hours over an extended duration based upon 204b details, injured custodians and vacancies that he was aware of. He testified that little to no overtime was being worked relative to the number of vacancies. He stated while looking at Joint Exhibit 3, tabs 5 and 7, that the time frame for the grievance was March 1, 2008, to January 31, 2009, as stated in the Step 1 and step 2 appeal forms. He testified that Line h of the Sacramento Form 4852 called for 108,604.24 custodial work hours per year, equaling 61.71 custodians and that the MARS¹⁴ reports, Joint Exhibit #3, tabs 10 and 11, provided by Management showed only 72,313 custodial hours had been used performing custodial routes. Mr Welenofsky stated that left some 36,994.74 hours of custodial routes not worked. The Service did not object to or disagree with the MARS reports at Steps 1 or 2, per Mr Welenofsky, and were not contested at the hearing. Mr Welenofsky stated that when he asked Management to show what routes were specifically bypassed he did not receive the information. He also testified that he filed another grievance because Management failed

¹³ The Union specifically refers to national prearbitration settlement #H1C-NA-C 46; Step 4 decision #B90T-4B-C 93015581; and, Step 4 decision #J90T-4J-C 95062302.

¹⁴ MARS = Maintenance Activity Reporting and Scheduling.

to provide him with the entire staffing package.¹⁵ Mr Welenofsky stated that the February 11, 2009, Form 4852 was the only authorized Form according to Maintenance Supervisor and Step 1 representative Jerry Kaminaga and that its validity was not challenged throughout the entire grievance procedure. Mr Welenofsky testified that most if not all of the information included in the grievance file was provided by Management and that the information was shared and developed by the parties at Step 1 and 2. Mr Welenofsky said that Management provided no documents or arguments supporting their actions other than to blame the Area and Headquarters. He testified that Management never challenged the accuracy of his findings as represented by the MARS reports.

Mr Welenofsky explained that he requested the eMARS bypass reports and productive workhour reports in accordance with the national-level "Raymer/Devine" settlement and several other Step 4 decisions. He testified that the most accurate way to determine compliance is the custodial routes themselves and the MARS or eMARS reports – not clock rings. Mr Welenofsky stated that clock rings cannot and do not show what route if any the employee is working. He stated that Management is required to use PS Forms 4776s per the MS-47 and report the same under their tracking system, per the MS-63. He stated that management and the Union relied on this information created by the eMARS system as a source to provide an accurate accounting of custodial hours not worked and routes bypassed. He testified that Management had not worked some 36,290 hours between the period of March 1, 2008, and January 31, 2009, which was the 11 months immediately following the grace period outlined in the "Raymer/Devine" settlement.

...the Union, under the parameters of the CBA, sought information in support of this grievance, and was provided same by Management to develop the grievance. To that end, it must be viewed as reliable.... Management was fully aware of the Union's issue and that we were grieving their failure to employ the number of employees necessary to fulfill the man hours required by the Form 4852 or utilize sufficient overtime to complete the custodial routes. The Union, in compliance with the Step 2 requirements, informed management that it was relying on the figures generated by these reports, etc. Mr

¹⁵ Union Exhibit #11 – This exhibit was entered into evidence solely for the purposes of corroborating Mr Welenofsky's statement. The grievance is currently pending arbitration and I have made no findings concerning its merits or lack thereof.

Welenofsky testified that none of the Union's contentions or arguments were contradicted by Management. If management believed that it had complied with the Form 4852 staffing levels, it had an obligation to not only say it, but prove it. Management never did either.

The approved staffing criteria for the Sacramento P&DC indicated hours for 61.72 full-time regular custodians. Mr Welenofsky testified that at the time the grievance was filed there were 12 custodial vacancies according to the seniority roster and that there were times during the 11 month period when there were as many as 18, because of withholding, details and injuries.

...the figures requiring 2088 weekly hours of custodial routes was arrived at using the MS-47 procedures. By not working the required hours during the 11 month period, Management was in violation of its own rules and regulations.... By failing to follow these regulations, not only did Management demonstrate a lack of commitment for a clean and healthful work environment, but it also deprived custodians of work opportunities. The custodians who would have, should have performed this work, should be compensated for these missed opportunities.

SERVICE'S POSITION: MERITS:

The following *italicized* quotations and arguments have been drawn directly from the Service's closing brief:

The Union has failed to establish that Management has violated the MS-47 handbook or Article 19 of the National agreement. The Union has not included an "Authorized Staffing Package" in the grievance file and as such has failed to meet its burden of proof.... The Union has failed to establish the custodial staffing or custodial work hours required in the Sacramento P&DC during the time period at issue through the production of legitimate, authorized documentation to establish staffing levels. The union has also failed to establish with accuracy the number of custodial hours worked during the time period at issue. The Union relies on the MARS reports to support their position that Management has only worked 72,313.5 hours during the relevant time period. As previously observed, the hours reflected in an "authorized Staffing Package" represent the staffing levels and/or custodial work hours that should be worked in a one-year period. The

documentation produced by the Union to support their position in this grievance represents a time period of less than one year.... Consequently, the Union cannot establish through reliable documentation the custodial hours were not worked in compliance with an "Authorized Staffing Package." This is akin to comparing apples and oranges. A shortfall in custodial work hours at the point the grievance was filed fails to support the Union's position that there would be a shortfall at the end of the one-year period.

Management... maintains the MARS reports do not accurately reflect the actual custodial hours worked. MARS is a system that reflects data that is entered by employees that work in Maintenance. It does not reflect the actual custodial hours worked. The Union entered national level settlement #B90T-4B-C 93015581 and argued that it supports their position, but the settlement does not represent an agreement that MARS data is accurate or reflects the actual number of custodial hours worked. The settlement was in response to a national level arbitration decision wherein Arbitrator Das directed the Postal Service to rescind the 2001 version of the MS-47 and to reinstate the 1983 edition. He opined, "In reinstating the 1983 MS-47, the Postal Service will complete within 30 days of the signing of this agreement the custodial staffing packages which determine custodial staffing and scheduling of work." Subsequent to the November 2006 award, Management and the Union entered into a resolution relative to the remedy, the "Devine/Raymer" agreement. It was agreed at Item #2, "The Union is entitled to all information relied upon in developing the custodial staffing package(s)..., including 4869, 4839, 4851, 4776 and 4852, as well as e-MARS reports." It is clear that the parties agreed the Union was entitled to the information relied upon by Management in developing the custodial staffing packages. The agreement did not in any fashion or manner state the eMARS or MARS was an accurate reflection of the custodial hours worked. It was not agreed or understood that MARS reports could be appropriately and directly compared to 4852 work hours as the determining data base. MARS is a tool to utilize in determining scheduling and staffing. The Union has not submitted any documents, awards, decisions or settlements that support their position in this regard.

The MS-47 does not identify the e-MARS or MARS as being an accurate reflection of custodial hours worked. Custodians are normally scheduled 7.5 hours per day of custodial work when they work an 8 hour day. The parties have not agreed in any manner this is then not to be considered 8 hours of custodial work.

Given these deficiencies in the record, the Arbitrator cannot determine a contractual violation exists. The time period being less than a full year, the failure to establish custodial hours worked through accurate data and the absence of an "Authorized Staffing Package" are all important deficiencies. This is a situation wherein the Arbitrator must now "guess" as to the number of custodial hours worked as measured against a number of hours that may, or may not have been determined as necessary. When we are left guessing, as in this grievance, the Union has failed to meet their burden of proving a contractual violation through clear and convincing evidence.

...the staffing list placed in the grievance file reflects that there were 90 custodians on the rolls. Additionally, the schedules in the file reflect that 67 custodians worked in the Sacramento P&DC during the time period at issue. The term "staffing level" as used in Part 116 of the MS-47 does not refer to the number of career employees required to accomplish the job, but rather refers to the number of available individuals by whom the work is actually performed. Part 116 of the MS-47 requires that once a determination has been made as to how many hours it takes to do a job, the Postal Service should maintain enough personnel to cover such hours.

...the remedy requested by the Union in this case is inappropriate. There has been no showing that anyone was harmed by Management's decisions relative to staffing and/or scheduling. The Union has not established the custodians in this facility did not work overtime during the relevant time period. Furthermore, the evidence of record reflects that the facility was being kept clean with the available custodial staffing.

...Arbitrators almost without exception have remanded to the local parties the determination of appropriate remedy, when considering the very issues present in this grievance. Should the Arbitrator find a contractual violation, Management requests that the remedy determination be remanded to the local parties. This would allow the parties to consider any mitigating factors such as overtime worked by custodians during the relevant time period. This would be appropriate as the parties could access any necessary data bases, relevant records, etc....

The awards of arbitrators given the same issues have been inconsistent and varied. After finding a contract violation, some arbitrators have ordered positions to be filled. Others have required payments at the straight time rate and some have required payments at the overtime rates. The appropriate remedy can only be supported in

consideration of all the various factors involved. This would best be accomplished through review and analysis by the two representatives assigned to this case.

FINDINGS AND CONCLUSIONS: MERITS:

The PS Form 4852:

In 2001 the Postal Service significantly revised the 1983 edition of the MS-47 Handbook. The Union challenged the revision under Article 19 and the grievance was arbitrated before national-level arbitrator Shyam Das, as case #Q98C-4Q-C 02013900. By award dated November 16, 2006 – the second Das award – Arbitrator Das directed the Postal Service to rescind the 2001 MS-47 and reinstate the 1983 edition. He also ordered that, “Prior staffing documents based on the frequencies determined by the appropriate level of management under the 1983 MS-47 presumably still exist, and can be revised under the Handbook where needed.” Arbitrator Das then remanded the grievance to the national parties for any further remedy.

On January 29, 2008, via the “Devine/Raymer” agreement, the national parties resolved all of the remaining issues related to Arbitrator Das’ second award and reinstatement of the 1983 MS-47. The following “Items” in the agreement are particularly relevant to this grievance:

- 1)In reinstating the 1983 MS-47, the Postal Service will complete within 30 days of the signing of this agreement the custodial staffing packages which determine custodial staffing and scheduling of work. The custodial staffing package(s) will be prepared according to the principles of the 1983 MS-47....
- 2) The Local union is entitled to all information relied upon in developing the custodial staffing package(s) referenced in Item #1 above, including forms 4869, 4839, 4851, 4776 and 4852 as well as the e-MARS reports.
- 3) Local Unions may challenge the completed custodial staffing package(s) referenced in Item #1 above and the Postal Service will not raise timeliness as an issue where staffing has changed during the intervening period between December 31, 2001 and 30 days following the signing of this agreement. However, in the event of a finding by an arbitrator of a violation, the sole remedy during this intervening period shall be increased staffing.... Remedy which may be applicable outside this intervening period (December 31, 2001 and 30 days following the date of the signing of this agreement) is suitable for a regional arbitrator’s decision....

The "30 day period" established by the Devine/Raymer agreement was January 30 through February 28, 2008. Pursuant to Item #1 of the agreement, the Sacramento P&DC, like all other postal installations, was required to "...complete...the custodial staffing packages which determine custodial staffing and scheduling of work...", no later than February 28, 2009. Further, per Item #2, Mr Welenofsky, representing Local 66, was "...entitled to all information relied upon in developing the custodial staffing packages..., including forms 4869, 4839, 4851, 4776 and 4852 as well as e-MARS reports." Finally, the Sacramento P&DC should have begun scheduling custodial work using the Devine/Raymer mandated staffing package, on or about March 1, 2008.

In my opinion the Devine/Raymer Item #1 requirement that Management "complete" the custodial staffing package, includes a requirement that the Form 4852 be signed, dated and approved as required by MS-47, Section 243.v:

"When a Form 4852 is completed for a facility.., it must be reviewed by the MSC Manager Plant Maintenance (or senior maintenance official) and it must be approved by the MSC Manager/Postmaster...."

There is no doubt that when Mr Welenofsky requested the "current authorized custodial staffing numbers" on February 9, 2009, what he was requesting was the Devine/Raymer staffing package. That was his testimony at the hearing and I note that his request specifically referred to the time period beginning March 1, 2008 – the first day after expiration of the Devine/Raymer 30 day period, and the day the staffing package should have been implemented. There is also no dispute that what Mr Welenofsky received from Mr Kaminaga in response to his request was the unsigned, undated Form 4852, printed on February 11, 2009, that is included in the grievance file.

Mr Kaminaga did not testify at the hearing and I will not speculate as to the reasons that he did not satisfy Mr Welenofsky's information request by providing him with a copy of the signed, dated, approved Devine/Raymer Form 4852. In fact, I'm not entirely sure that the February 11, 2009, form is not a "copy" of the Devine/Raymer form, but in the absence of such a concession by the Service or any supporting evidence from the Union, I cannot reach such a conclusion.

As I've previously mentioned, Arbitrator Cossack has already held in the Sacramento P&DC that a custodial staffing package is not complete until such time as it has been reviewed and approved as required by MS-47, Section 243.v. I agree with her holding. In that case, Arbitrator

Cossack ordered that the staffing mandates of the “old” Form 4852 be continued until such time as the “new” form was properly signed and dated. Accordingly, is clear that the February 11, 2009, Form 4852 cannot be enforced – for the purposes of this case, the parties must use an authorized Form 4852 produced in accordance with Item #1 of the Devine/Raymer agreement.

Calculation of the Custodial Work Hours:

The Service vigorously argues that the custodial work hour data reported via eMARS is unreliable and cannot be trusted. In the Service’s view, the only accurate method to determine the actual custodial work hours is a review and analysis of the actual “clock rings” recorded by the custodians. There are two problems with this argument.

First, as the Union asserts, the Service never raised this argument during the processing of the grievance. While there may have been some ambiguity in Mr Welenofsky’s Step 1 and Step 2 appeals concerning the “source” he was using for his custodial work hour calculations, that ambiguity was resolved when he filed his April 16, 2009, letter of “corrections and additions” to Management’s Step 2 decision. Mr Welenofsky’s letter expressly refers to the eMARS “Productive Work Hour Summary” report and the custodial work hour calculations that were based on it. There is no dispute that Mr Welenofsky’s letter was properly submitted to Management’s Step 2 representative and that it was also properly attached to the Step 3 appeal. So if there was some confusion on this point at the early Steps of the grievance procedure, there was certainly none by the time the grievance was appealed to Step 3. I recognize that the grievance was not discussed at Step 3, but that failure doesn’t mean that the Service is now free to raise new arguments – particularly since the failure appears to have been the Service’s responsibility.¹⁶

Just as the Service’s “substantive arbitrability” argument is inadmissible because it is ‘new argument,’ so is its claim concerning the alleged “unreliability” of eMARS. Management never opposed the use of eMARS as a tool for calculating the custodial work hours during the grievance procedure and it’s too late to do so now.

¹⁶ As previously discussed, the Union’s appeal to arbitration was made after the time limits for a Step 3 meeting had expired. The appeal includes the statement, “Please be advised that management has made no attempt to schedule a Step 3 meeting on this case. I have therefore decided to appeal this case to arbitration without the benefit of a Step 3 meeting.”

Second, even if the argument was admissible, the Service doesn't actually claim that the eMARS reports can't be used to calculate custodial work hours. Instead, it argues that eMARS shouldn't be used because it is unreliable, apparently based on the old adage, "garbage in, garbage out." I find this argument to be unpersuasive.

Section 5.1 of the MS-63 Handbook states:

"eMARS provides reports to assist in the analysis of maintenance performance and in achieving World Class Maintenance status. The information in the reports is generated from the data manually input or downloaded from other postal data systems.

Information input into the eMARS system must be complete, accurate and timely in order to generate valid data..." (bold emphasis added).

If the eMARS reports generated for the Sacramento P&DC are inaccurate and/or unreliable, Management had an affirmative obligation to correct those deficiencies, in accordance with the MS-63.

I note that Item #2 of the Devine/Raymer agreement specifically refers to "e-MARS reports" as part of the information relied upon to develop the custodial staffing packages. Frankly, I doubt that the national parties would expressly rely on reports generated by eMARS if they thought those reports were unreliable or inaccurate. At least for the purposes of this grievance, the relevant eMARS reports can be used as a tool for the calculation of custodial work hours.

Custodial Staffing:

Section 116 of the MS-47 states:

"Once a custodial staffing level is determined using the procedures in this handbook, that staffing level must be maintained. If conditions arise that warrant a change in staffing, the entire staffing procedure must be redone, ie new forms must be completed."¹⁷

As stated in Section 142 of the Handbook:

¹⁷ The Postal Service has agreed at the national level that Section 116 means exactly what it says: "...management is required...to maintain the level of custodial staffing once that staffing level has been determined in accordance with...the MS-47..." Step 4 decision #B90T-4B-C 93015581.

“...[custodial] staffing requirements are calculated using Form 4852, *Workload Analysis and Summary*. The Form 4852, which is preprinted with cleaning performance standards, lists the various ‘Job Requirements’...which combine to become the total custodial workload. These ‘Job Requirements’ may be an area to be cleaned, (‘Area Cleaning’), a building component to be cleaned (‘Component Cleaning’) or some other task that requires custodial work hours.”

In a 1981 national level arbitration award #A8-NA-0375, Arbitrator Howard Gamser found that, “...the provisions of Article XIX impose upon the Service a duty to abide by the criteria or standards established in the MS-47 for both unit performance as well as frequencies.” He also held that:

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

When the MS-47 and the Form 4852 are looked at through the lens established by the Gamser award, it is clear that local maintenance managers must adhere to the custodial staffing requirements set by the Form 4852 for their facility, but that “custodial staffing” must be measured in terms of custodial work hours, rather than a specific number of custodians.

Twenty years after Gamser, the national parties found themselves in dispute over whether “Line J” on the Form 4852 requires management to use at least the number of average weekly custodial hours entered on that line. The dispute was heard by Arbitrator Das, and on July 12, 2004, he issued national level award #I94T-4I-C 98116745 – the first Das award. In relevant part, Arbitrator Das held:

“It is important to keep firmly in mind just what the hours listed on Line J represent. Those hours are merely the mathematical expression of one fifty-second (1/52) of the total yearly work load set out on Line H of the PS 4852. At one time, Line J was used to

determine if the custodial work at a particular facility could be contracted out. Actual staffing of the facility – if the work cannot be contracted out – is determined on Line K, which takes into account the current productive annual work hours for one USPS custodial employee. Both Line J and Line K are derived from Line H. Line H represents the total number of hours of custodial work, factoring in training, breaks and wash-ups, to be performed in a year as determined using the criteria and standards in the MS-47. **Line H is what is critical.**” [Bold emphasis added]

“Line J is simply a useful measure of the weekly average of the total hours on Line H. That does not mean that all of those average hours have to be worked or even scheduled each and every week to comply with the MS-47. Nonetheless, a significant deviation from this average particularly over an extended duration is likely to reflect a failure to meet the required standards....”

“In sum, the Postal Service’s obligation in a properly staffed facility is to abide by the criteria or standards established in the MS-47 for both unit performance as well as frequencies. The specific frequencies to be followed at a particular location are those specified on the PS 4852. The average weekly hours total shown on Line J of PS 4852 is an approximate yardstick against which to measure management’s compliance, but does not constitute a rigid obligation which cannot be deviated from....there are a variety of circumstances in which management may schedule and/or work fewer hours than the Line J average in a particular week without violating its obligation to conform to MS-47 standards consistent with the Gamser Award.”

By adding the first Das award to the Gamser award, it becomes clear that local maintenance managers must adhere to the custodial staffing requirements set by the MS-47; that custodial staffing is measured in terms of work hours, rather than a specific number of custodians; and that the actual number of custodial work hours used in any particular week may be less than the average number of weekly hours recorded on Line J.

How are the Gamser and first Das awards implicated in this case? Much of the discussion between the parties at Steps 1 and 2 had to do with whether the Sacramento P&DC custodial unit was “understaffed” during the period of March 1, 2008 through January 31, 2009. A review of Mr Kaminaga’s Step 1 response and Mr Maeder’s Step 2 answer shows that neither of these

Management representatives ever disputed Mr Welenofsky's claims. In fact, Mr Maeder's Step 2 answer says:

"Management was unable to fill those custodial positions because of a hold on our residual positions as directed by the Pacific Area due to an Article 12 excessing and mandated freeze on overtime work by Headquarters due to budget restraints"

Presuming that Mr Maeder's answer accurately reflects Management's position, and I have no reason to believe that it did not, he conceded that there were an unspecified number of vacant custodial positions¹⁸ in the facility and that Management had not covered those positions by using overtime. But as can be seen from the Gamser and first Das awards, neither the fact that there were vacant custodial assignments, (for whatever reason), nor the fact that the Area was limiting overtime is relevant to whether Management had satisfied its custodial staffing obligations under the MS-47. The question of whether Management satisfied its custodial staffing obligations can be answered only by comparing the actual custodial hours worked to Line H of the Form 4852 – and the Form 4852 for this case must be the form prepared by the Sacramento P&DC in compliance with Item #1 of the Devine/Raymer agreement.

The Relevant Time Period:

One of the arguments advanced by the Service is that the grievance was prematurely filed because the time period in question – March 1, 2008 through January 31, 2009 – is "only" 11 months long. This argument is premised on the fact that Form 4852 work hour calculations at Line H are based on a one year period. But I see no contractually grounded basis for this claim. In fact, the first Das award and several of the regular arbitration awards submitted by the representatives in this case, including the Cossack award, involve time periods of less than one year. A period of less than one year may make Line H claims more difficult for the Union to successfully prosecute or conversely for Management to defend, depending on the specific fact circumstances, but the shorter period does not somehow render the grievance "premature."

¹⁸ A list of withheld custodial positions prepared in January 2009 indicates that there were at least nine (9) withheld positions.

Other Arbitral Opinion:

The representatives have provided me with three national-level arbitration awards, (Gamser and the two Das awards), and 21 regular awards. When it comes to the opinions of other arbitrators, I adhere to the principle that national level awards “interpret” the CBA and those interpretations are binding precedent for all regular panel arbitrators. On the other hand, regular panel awards “apply” contract language on a situational basis and are applicable in other regular cases only to the extent that the arbitrator finds them to be persuasive.¹⁹

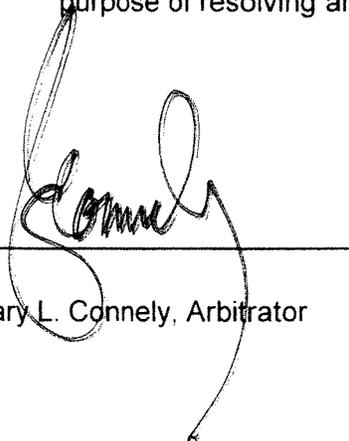
Except for Arbitrator Cossack’s award, I find the underlying fact circumstances and issues in this case to be so dissimilar to those in the other regular awards submitted by either party, that they have no persuasive value whatsoever.

AWARD:

- 1) The grievance is arbitrable on its merits.
- 2) The representatives, or their designees, shall jointly make the following determinations:
 - A) Because the PS Form 4852 produced on February 11, 2009, is unsigned and, therefore, invalid, the merits must be resolved using an authorized Form 4852 produced by Management in compliance with Item #1 of national post-arbitration settlement #Q98C-4Q-C 02013900. The value of Line H must be prorated to reflect the number of weeks in the period of March 1, 2008, through January 31, 2009. The prorated value may be further adjusted by deduction of any nonessential seasonal or other work;
 - B) The number of custodial hours actually worked during the period of March 1, 2008, through January 31, 2009, shall be determined using the relevant eMARS reports;
 - C) If the number of custodial hours actually worked is less than the prorated, adjusted value on Line H, the custodial employees who would have otherwise done the “missed” work shall be compensated at the rate they would have earned had they actually performed the work. The actual work can be “spread,” (ie assigned across four lines and or weeks), to minimize overtime compensation, provided such spreading is consistent with the usual local scheduling practices.

¹⁹ However, I also endorse Arbitrator Dana Eischen’s views, (as discussed in national level award #E95R-4E-D 01027978), concerning the interpretive nature of majority “main stream” regular arbitral opinion, at least until such time as a final national level award decides a particular issue

3) I shall retain jurisdiction for 60 days following the date of this award for the exclusive purpose of resolving any dispute concerning implementation of the award.



A handwritten signature in cursive script, appearing to read "Gary L. Connely", is written over a solid horizontal line. The signature is fluid and somewhat stylized, with a long, sweeping tail that extends downwards and to the right.

Gary L. Connely, Arbitrator

9: Two Tour and additional Arbitration Award
Case # F06T-4F-C 10390292, Local # 0110HLMK
By Arbitrator Fragnoli dated February 27, 2013.

REGULAR ARBITRATION PANEL

IN THE MATTER OF ARBITRATION

between

UNITED STATES POSTAL SERVICE

and

AMERICAN POSTAL WORKERS
UNION, AFL-CIO

§
§
§
§
§
§
§

Grievant:

Gary Lovett

Post Office:

Hemet, CA

USPS Case Nos.:

F06T-4F-C 10390292

APWU Case No.:

0110HLMK

BEFORE: Kathy Fragnoli, J.D., Arbitrator

APPEARANCES:

For the Postal Service: John Cunningham, Labor Relations Specialist

For the Union: Louis M. Kingsley, Jr., Arbitration Advocate

Place of Hearing: Hemet, CA

Date of Hearing: November 16, 2012

Close of Case: February 4, 2013

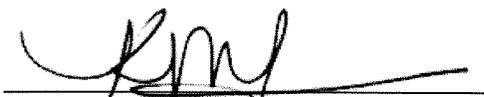
Date of Award: February 27, 2013

Relevant Contract Provisions: Article 19, Handbook MS-47

Type of Grievance: Contract

Award Summary

The grievance is sustained. The Postal Service violated Article 19 of the National Agreement when it failed to provide an accurate staffing package for the Hemet Post Office. The remedy is set forth herein.


Kathy Fragnoli, J.D., Arbitrator

Issues

The Union submits the issue as:

Did the Postal Service violate Article 19 and the MS-47 Postal handbook by not providing an accurate staffing package for the Hemet Post Office? If so, what is the appropriate remedy?

Management submits the issue as:

Does the custodial staffing package for the Hemet Post Office violate Handbook MS-47, Housekeeping Postal Facilities? If so, what is the remedy?

Relevant Contract Language

Handbook MS-47, Housekeeping Postal Facilities

- 111 It is the responsibility of the postmaster/manager of a postal facility to assure that custodial maintenance is sustained at a satisfactory level. When making staffing determinations, management must make a commitment to maintain a clean and healthful working environment. When determining what, when and how often to clean, this commitment must be the principal concern.
- 116 Once a custodial staffing level is determined using the procedures in this handbook, that staffing level must be maintained. If conditions arise that warrant a change in staffing, the entire staffing procedure must be redone, i.e., new forms must be completed.
- 142 Staffing is a three step procedure in which an inventory is taken on Form 4869, *Building Inventory*, frequency of performance is developed using Form 4839, *Custodial Scheduling Worksheet*, and Chapter 4 of this handbook, and staffing requirements are calculated using Form 4852, *Workload Analysis and Summary*. The form 4852, which is preprinted with cleaning performance standards, lists the various "Job Requirements" (See Appendix, Exhibit C) which combine to become the total custodial workload. These "Job Requirements" may be an area to be cleaned ("Area Cleaning"), a building component to be cleaned ("Component Cleaning") or some other task that requires custodial work hours.
- 211 The determination of staffing requirements will be a result of conducting the building inventory utilizing Form 4869, preparing the *Custodial Scheduling Worksheet*, Form 4839, and performing the workload analysis utilizing Form 4852.
- 221 The basic source of data required for completion of staffing forms for buildings and grounds is a complete building inventory. Each area is described by its use (service lobby, postmaster's office, men's toilets, etc.), the type of space (lobby, office, toilet, etc.) and the components of the space (square feet of

resilient floors, number of light fixtures, square feet of area, etc.). This inventory is conducted according to the format provided in section 222.

221.3 Use – the effective management of the custodial workforce is dependent upon an accurate determination of the workload in each building. The workload identification provides the information required to plan, schedule, and control the work force. The resources must be made available to achieve the objectives of optimum productivity, minimum cost, and acceptable level of cleaning. To begin this task, it will be necessary to take an accurate inventory of all the space in the building that requires cleaning. This is accomplished by completing Form 4869, *Building Inventory*.

231 Upon completion of the building inventories, entries must be made on Form 4839 (See Appendix, Exhibit B) to schedule all cleaning assignments that occur more frequently than once a week. In smaller facilities it may be possible to make all the necessary entries on one form. Larger facilities may require one or more forms for each type of space or component to be cleaned....

244 **Other Duties** – Time may be included, if warranted, for other duties performed by custodial employees.... Custodial duties should be completed before non-custodial duties are assigned.

Background

The Union filed this grievance on July 8, 2010, after being contacted by the Grievant, Gary Lovett. Mr. Lovett reported that, as the sole custodian at the Hemet Post Office, he was not being worked enough hours to keep up with the housekeeping duties at that facility. The Union obtained the custodial staffing package for the Hemet Post Office and performed its own staffing survey pursuant to the guidelines of the Handbook MS-47. In its grievance, the Union complained that Management's staffing package, dated June 2009¹, contained errors and was therefore insufficient. As a result, it urged that Management was not providing proper cleaning standards in accordance with the frequencies set forth in the MS-47. The Union requested that Management replace its existing staffing package with the one put together by the Union.

During the grievance process, Management responded that it was Management's prerogative, not the Union's, to determine the appropriate staffing package. It conceded that some of the items in

¹ During the grievance process, there was an issue regarding Management not providing the June 2009 staffing package to the Union but rather discussing a February 2008 staffing package. It appears that the 2009 staffing package was provided to the Union after Step 2. However, at the arbitration hearing the Union had accepted and was basing its case (at least in part) on the 2009 package.

the current survey were erroneous and offered to correct some of them and to work with the Union to conduct a new survey. It denied that there had been harm to any bargaining unit employee.

At the hearing, the Grievant testified that he has had his hours reduced significantly over the past few years to the point where now he is never being given any overtime, even though he is the only custodian at the Hemet facility. He stated that he is frequently sent to deliver Express Mail and is assigned a number of other non-housekeeping duties, including changing locks and safety inspections. The Union submitted work orders to demonstrate the time the Grievant has spent performing non-housekeeping tasks during the grievance period.

Mr. Lovett testified that the fact that he is given insufficient time to clean the Hemet facility has resulted in many housekeeping duties not being performed with sufficient frequency, which often causes dirt, grime and dust to build up becoming unsanitary and more difficult to clean. Overall, the Grievant's testimony established that he takes great pride in his work and has been pushing himself very hard to keep the Hemet office clean. Before he could finish testifying the Grievant became too upset to continue and had to leave the hearing.

The Union introduced documents showing the start and end times for employees at the Hemet Post Office, indicating that employees are working there between 3:00 a.m. and 6:30 p.m. Mr. Lovett also explained that some employees often come to work before 3:00 a.m. and some work later than 6:30 p.m. at the Hemet Station.

The Union submitted a six-page discrepancy report indicating items that are inaccurate or insufficient and pointed out that certain items on Management's current survey are inaccurate; specifically the inventory entries regarding the flooring in the conference room and the postmaster's office. It also pointed out that light fixtures affixed to carrier cases were not properly included in the inventory of light fixtures for cleaning purposes.

Management did not present any witnesses. The parties stipulated that Steven Crawford, Manager of Maintenance Operations, would have testified that the MS-47 Component Cleaning chart corresponding to light fixtures at line 127 of Form PS 4869 refers to ceiling light fixtures

only, as distinguished from the lights on carrier cases, the cleaning of which is included in the case count. Management also disputed that Hemet is a two-tour facility.

Position of the Union

The Union argues that it has made a *prima facie* showing that Management violated the National Agreement by failing to provide an accurate staffing package pursuant to the MS-47 handbook. It claims that Management has failed to rebut its list of discrepancies, which establishes that the current (June 2009) staffing package is erroneous and inaccurate. Therefore, the Union urges that the survey and staffing package it prepared in 2010 should be implemented.

Specifically, the Union claims that the current package does not provide sufficient man hours for the Hemet station to be kept clean pursuant to the standards set forth in the MS-47. It contends that the Grievant has been improperly assigned “other duties,” such as delivering Express Mail and performing safety inspections, which should only be assigned after all housekeeping duties are finished.

The Union points out that throughout the grievance process, Management has only objected to two specific items on its list of discrepancies—the inventory of light fixtures and the issue of whether Hemet is a one- or two-tour operation. With respect to light fixtures, the Union urges that the MS-47 does not distinguish between ceiling light fixtures and those affixed to the carrier cases and/or the P.O. Box area. All light fixtures must be dusted four times per year and sponge washed once per year. Regarding the number of tours, the Union argues that the evidence shows that the Hemet Post Office on average stays open for 19 to 20 hours per day.

The Union relies on the 1981 National award of Arbitrator Howard Gamser, Case No. A8-NA-0375, which held that the Union may challenge the adequacy and/or accuracy of custodial staffing packages. It also relies on a number of regional arbitration awards that have sustained grievances and awarded remedies based on Management’s failure to prepare a staffing package with accurate underlying inventories and frequencies of task performance.

As a remedy, the Union requests that the Arbitrator award the Grievant 2,344.03 hours—the difference between the yearly hours provided in Management’s 2009 staffing package and the Union’s proffered package—as overtime, for a total of 3,516.045 hours.

Position of the Postal Service

The Postal Service relies upon its right under the contract to establish custodial staffing packages. To the extent there are any errors in the survey underlying the current staffing package, Management contends that the appropriate remedy is to direct the parties to address those discrepancies jointly, not to substitute the staffing package prepared by the Union. Management also stresses that this is a case about the adequacy of the staffing package only, not whether all of the man hours provided in that package are actually being assigned.

Management contests two aspects of the Union's contentions—the issue regarding the inventory of light fixtures and the question of whether Hemet is a one- or two-tour operation. It argues that the language of the MS-47 clearly indicates that “light fixtures,” for purposes of the inventory, are *ceiling* light fixtures that require special equipment to access and clean. Fixtures attached to carrier cases or P.O. boxes, on the other hand, are accessible at floor-level and should be considered part of the case or box area for cleaning purposes.

Regarding the number of tours, Management contends that no employees at Hemet are scheduled to work hours that could reasonably be described as Tour I (11:00 p.m. to 7:00 a.m.) or Tour III (3:00 p.m. to 11:00 p.m.). Employees work between 3:00 a.m. and 6:30 p.m., which would reasonably be considered a “day shift,” or Tour II. Management urges that Hemet is a delivery operation only with no mail processing activity. Therefore, it asserts, it is considered to have one tour even if the employees do not all begin and end their tours at the same time.

Finally, Management claims that Paragraph 244 of the MS-47 states that “other duties” performed by custodial employees *may* be included in the staffing package; there is no requirement that they *must* be.

The Postal Service objects to the Union's requested remedy on the grounds that the Union has not shown any monetary loss to the Grievant.

Discussion

Did the Service Violate Article 19 and Handbook MS-47 by not providing an accurate custodial staffing package for the Hemet Post Office?

In a contract dispute, the Arbitrator's task is to ascertain and apply the mutual intent of the parties. The most reliable indicator of mutual intent is the words of the contract themselves. Where the terms of the contract are clear, the Arbitrator must give full effect to those terms. In the Postal context, National-level awards and settlements interpreting the language of the National Agreement are equivalent to the contract language itself. If the contractual language is ambiguous or susceptible to conflicting interpretations, the Arbitrator will look to other indicators to ascertain the mutual intent of the parties. In the event that all of these factors fail to reveal mutual intent, the Arbitrator must then determine the most reasonable interpretation of the provision in light of all of the circumstances presented. Decisions and reasoning by other regional arbitrators may be considered in this final type of analysis.

Here, the language of Handbook MS-47, together with National awards by Arbitrators Gamser and Das, establish that Management has the discretion to perform surveys and determine frequencies in order to prepare staffing packages in accordance with the Handbook. However, it is also established that the Union may challenge a staffing package, once implemented, as inaccurate.

Here, the Union has challenged the staffing package and has presented a *prima facie* case through its own staffing survey and six-page discrepancy report, as well as through the testimony of the Grievant. Throughout the grievance process, Management conceded that some of the discrepancies raised by the Union were accurate. The only discrepancies it challenged specifically were the inventorying of light fixtures and the contention that Hemet should be considered a two-tour operation. It has also argued that it was not improper, under the MS-47, for the postmaster to require the Grievant to perform duties other than those required under the staffing package.

Based on this evidence, there is no serious dispute that the June 2009 staffing package was inaccurate in many of the respects raised in the Union's discrepancy report. The only specific issues to be decided by the Arbitrator involve light fixtures, number of tours and "other duties."

As to the light fixtures, Management's explanation that the light fixtures affixed to carrier cases and P.O. boxes should not be inventoried like ceiling light fixtures raises a possible ambiguity in the language of the MS-47. Given this potential ambiguity and the lack of any other indication of the parties' intent as to this matter, Management's position seems persuasive so long as carrier

cases and the box areas are dusted and cleaned at least as frequently as ceiling light fixtures. There is a difference in the amount of effort and time required to clean ceiling light fixtures as opposed to light fixtures that are within arm's reach. Those fixtures become part of the surface of the carrier cases and box areas. As long as the cases and boxes are scheduled to be cleaned as frequently as ceiling light fixtures, there is no need to include the light fixtures attached them in the inventory of ceiling lights. However, if the ceiling light fixtures are required to be cleaned more often than cases and boxes, the light fixtures attached to cases and boxes must be cleaned with the frequency of ceiling light fixtures.

The issue of the number of tours at the Hemet station is similarly ambiguous. The MS-47 does not define what a "tour" consists of; neither does any other provision of the National Agreement shed any light on how a "tour" should be construed for purposes of custodial staffing. The parties' practice with regard to other issues (primarily job bid descriptions and scheduling) recognize three tours of operations at Postal facilities, each tour consisting of roughly 8 hours (with some overlap to recognize breaks).

The evidence established that employees regularly work at the Hemet station between 3 a.m. and 6:30 p.m., and frequently work outside of even those hours. This is clearly more than eight hours. It is much closer to two tours than one. Arbitrator Gamser's award makes clear that Management may not deviate from the minimum frequencies set forth in the MS-47. These minimum frequencies depend in significant part on the number of tours a given facility operates. Therefore, the fact that Hemet operates two tours rather than one is a deficiency in Management's 2009 staffing package.

I am persuaded by the 2006 award of Arbitrator Carl Bosland, Case No. E94T-4E-C 97103948, that the staffing package is not required (to the extent it can avoid doing so under the provisions of the MS-47) to include extra frequencies for cleaning areas and items that are not used in more than one tour. The record indicates that is the workroom floor (the casing area but not necessarily the cases themselves), the break room and restrooms that are primarily affected by the operation of two tours at Hemet.

Finally, the Handbook provides that "time may be included, if warranted, for other duties performed by custodial employees." Management argues that this means that it has the discretion to include "other duties" that custodial employees perform in the considerations of its staffing package but it is not required to do so. That is not necessarily what the handbook says. Paragraph 244 says that the time may be included if warranted. This could indicate that time should be included if custodial employees are expected to perform "other duties" frequently

enough and for sufficient duration that the performance of those duties could impact the staffing necessary to comply with the handbook. The Handbook further states that “Custodial duties should be completed before non-custodial duties are assigned.” Clearly this provision has been violated as the record shows that the Grievant was assigned various non-custodial tasks while housekeeping duties went unperformed.

In conclusion, the Union has established its initial burden. It has demonstrated that Management violated the National Agreement by failing to provide an adequate staffing package.

What is the appropriate remedy?

The Union requests, as a remedy, that the staffing package it put together before it filed this grievance be substituted for Management’s June 2009 package. This does not appear to be an appropriate remedy. The Union carried its burden to establish that there was a violation of the contract but it did not establish the validity of each and every item on its six-page discrepancy report. Indeed, one item that it pursued particularly—the inventorying of light fixtures—was not resolved in its favor. Accordingly, it is not clear that either party’s proposed staffing package is accurate.

The remedy is that the staffing package and all of its attendant surveys and calculations must be redone entirely. Management is directed to cooperate with the Union to prepare a new package with consideration of all items identified in the Union’s discrepancy report. Management is directed to begin this new process within 30 days of receipt of this award and to proceed promptly.

Having found that the Union’s proposed staffing package is not accurate itself, it is inappropriate to award the remedy requested by the Union—which is the difference between the man hours required in its package and those required in the June 2009 package. This remedy is also inappropriate because from discussion at the hearing, it appears that Management may concede that it has not been assigning all of the hours called for in its own package. Management cautioned, however, that the instant grievance is not one complaining about failure to comply with a staffing package; it is limited to the accuracy of the package.

That being said, the inaccuracy of the package has clearly taken a toll on, i.e. caused harm to, Mr. Lovett. The totality of the evidence indicates that Management has taken advantage of the pride he takes in doing his job well, maintaining a clean facility, by denying him overtime (which is available to other employees) and requiring him to perform non-custodial duties at the expense of completing his primary job duties. The result is that Mr. Lovett performed the work

of two or perhaps three people during part of the time in question in an effort to maintain proper sanitation. There is evidence, in fact, that he worked off the clock to keep the facility clean.

The damage to the Grievant is difficult, if not impossible, to quantify. The issue is made more confusing for the Arbitrator because the Grievant's testimony indicated that he might have been working overtime during some portion of the grievance period—that it was only after Postmaster Boegeman came to Hemet that he was denied overtime entirely. In addition, for some period of time there was a casual employee performing custodial duties along with the Grievant.

Rather than assign the parties the dubious task of determining how to compensate the Grievant, it makes more sense in a breach of contract like the one at bar to fashion a remedy to compensate him for the harm incurred. The Grievant is entitled to four hours of overtime per week for the duration of the grievance period, except for the period of time when another custodial employee was working at the Hemet Post Office. Management may offset this award on a week-by-week basis with any overtime that the Grievant actually worked. The parties are directed to review the Grievant's payroll information in order to implement this award. The award is to be implemented within 60 days. The undersigned will retain jurisdiction for purposes of any clarification as to the remedy.

Award

The grievance is sustained. The Postal Service violated Article 19 of the National Agreement when it failed to provide an accurate staffing package for the Hemet Post Office. The remedy is set forth herein.