

CUSTODIAL STAFFING GRIEVANCE **from Central Regional NBA's**

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

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

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

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

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

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

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

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

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

For the reasons outlined above, the Arbitrator is of the opinion and must find that the provisions of Article XIX impose upon the Service a duty to abide by the criteria or standards established in the MS-47 Handbook for both unit performance as well as frequencies. The

unilateral determinations to depart from those standard, and particularly from the minimum frequencies contained in the Handbook, have resulted in violations of Article XIX.

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

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

Section 720.1 of the MS-63 Handbook clearly identifies the MS 47 Handbook as controlling the scheduling of custodial work: Detailed and Specific instruction for the development of the building cleaning workload requirements, assignment of work, scheduling of daily and project work, and forms preparation are in Handbook Ms-47, Housekeeping Postal Facilities. Reporting of workhorse and material expended shall be in accordance with procedures contained therein.

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

¹In a National level arbitration, Carlton J. Snow, in case I90V-4I-C-94005141, stated on page 13:

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

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

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

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

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

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

1760 annual productive hours
80 annual holiday leave hours
240 annual hours for vacation, incidental leave, sick leave etc.
2080 annual hours or 40 hours per week.

SUPPORT CITATIONS

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

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

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

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

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

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

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

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

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

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

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

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

CUSTODIAL STAFFING

1. A8-NA-375 HOWARD GAMER (NATIONAL LEVEL ARBITRATOR)
2. H1C-NA-C-46 STEP 4 SETTLEMENT
3. H7T-3A-C-8445 STEP 4 SETTLEMENT
4. October 31, 1997 Samuel M. Pulcrano letter to James Lingberg concerning the requirement to complete PS Form 4776, Prevent-Custodial Maintenance Route as required by Handbook, MS-47 Housekeeping Postal Facilities. Especially you have asked whether the Maintenance Activity Reporting and Scheduling (MARS) system eliminates the need to use Form 4776. The aforementioned form is presently required under the MS-47. The MARS system does not eliminate this requirement.
5. C7T-4J-C-29635 LAMONT E. STALLWORTH
6. I90T-1I-C-94036944 WILLIAM BELSHAW
7. D90T-1D-C-94020357 MICHAEL E. ZOBRAK
8. C90T-1C-C-95006449 FRED BLACKWELL
9. C87T-1C-C-90006204 FRED BLACKWELL
10. C90T-4C-C-92032268 FRED BLACKWELL
11. J90T-4J-C-94041806 EDWIN H. BENN
12. I90T-1I-C-93036556 EDWIN H. BENN
13. H94T-1H-C-96055756 LINDA S. BYARS
14. C94T-1C-C-97010497 PHILIP W. PARKINSON
15. W7T-5G-C-27211 GARY L. AXON
16. B90T-4B-C-92018695 LINDA ROBINS FRANKLIN
17. W0T-5F-C-7552 GARY L. AXON
18. W0T-5F-C-9673 BENNETT S. AISENBERG
19. W0T-5F-C-9674
20. W0T-5F-C-11530

NEW ARGUMENT/EVIDENCE RAISED FOR THE FIRST TIME AT ARBITRATION

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

RELEVANT HANDBOOK DOCUMENTS

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

Sample Custodial Grievance Form, to complete

The _____ Facility, which is made up for staffing purposes of the _____ are authorized _____ weekly hours of Custodial cleaning duties that are required to be completed each week in accordance with the MS-47 Handbook, which is part of the National Agreement through Article 19 of the Agreement. In order to complete all required custodial cleaning weekly hours _____ Full Time Regular Custodian were authorized and approved on _____. These figures _____ weekly hours and _____ full time custodians were arrived at following the established procedures in the Postal Handbook MS- 47, Housekeeping, Postal Facilities. By not performing all custodial cleaning duties during the time frame identified in this grievance, the Postal Service was in violation of their own rules and regulations, specifically the MS-47 Handbook and the national level settlements which interpreted this Handbook. The Ms-47 Handbook requires:

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preprinted with cleaning performance standards, list the various "Job Requirement" (See Appendix, Exhibit C) which combine to become the total custodial workload. These "Job Requirement" may be an area to be cleaned (Area Cleaning), a building component to be cleaned (Component Cleaning) OR SOME OTHER TASK THAT REQUIRES CUSTODIAL WORK HOURS.

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

The Idiot's guide to maintenance craft staffing! (working title)

This guide is to serve as an aid and resource for local APWU Officers and Stewards in the pursuit of Maintenance Craft Staffing Grievances. The area of staffing may seem a complex and overwhelming issue for a local officer or steward to undertake. The purpose of this Guide is to simplify the process and to allow you to file grievance that has a high probability of success.

This guide will deal with two major documents, **the MS-47-Housekeeping Postal Facilities Handbook** and **MMO-28-97-Maintenance Workhour Estimating Guide for All Mechanized Offices.**

Since 1993 the Service has used computer software programs to perform staffing surveys. The MS47v26c is the current software version in use for establishing custodial staffing and the Workhour Estimator program is used for establishing the MMO-28-97 staffing for Mechanized offices. The MMO-28-97 also includes a summary section for the MS-47 criteria and includes the custodial staffing figures in the grand total of the maintenance craft positions. The APWU has utilized these programs as a means to expedite and simplify the process of staffing but there is still no replacement for sound investigation and legwork.

Definitions

LDC-Labor Distribution Code-In maintenance we deal with LDCs 36 (mail processing equipment-ET, MPE-7, MM-5s assigned to the MPE side, etc.), 37 (building equipment-BEM, AMT, MM-5s assigned to the building side, etc.), 38 (building services-Custodians), and 39 (support/clerical-maintenance support).

MARS-Maintenance Activity and Reporting System-also known as Visual MARS or VMARS-an accounting system for cost/workhour/material usage data.

SUBSITE-a two digit code indicating a specific area work is assigned to, such as subsites 00 (Plant, includes building and mail processing equipment), 20 (stations and branches) and 50 (associate offices).

WORKYEAR-1760 hours are the current productive annual workhours for one employee. This is arrived at by taking the annual work hours possible (2080) and subtracting the annual leave hours (240) and holiday leave hours (80) = 1760. 1760 annual workhours equals 33.8 weekly work hours. It only requires 33.8 weekly work hours to make a full time position (33.8 X 52 weeks=1757.6).

Other Relevant Handbooks

MS-1 Operation and Maintenance of Real Property

MS-10 Floor Care

MS-39 Fluorescent and Mercury Vapor Lighting, Cleaning and Relamping

MS-45 Field Maintenance Program

MS-63 Maintenance Operations Support

MS-110 Associate Office Postmaster's facilities Maintenance Guidelines

Administrative Support Manual (ASM)

Custodial Staffing

The **MS-47** deals with staffing requirements for custodial cleaning in postal facilities. We will concern ourselves with the enforcement of the contract/handbook language and National Awards that apply to those facilities where there are bargaining unit custodians. This Guide will not attempt to discuss custodial subcontracting.

The goal of a custodial staffing grievance should be to show that the Service is not working the required number of custodial hours in a facility. The simplest way to illustrate this is to compare the number of hours required by management's own staffing documents to the actual hours worked. This method is the most straightforward and will meet with the most success. An alternative method is to question the accuracy of management's survey with a survey performed by the Union. This method carries a much higher burden for the Union and is less likely to succeed but may still be necessary.

By using the workhour requirements in the approved staffing survey performed by the Service you will eliminate any need to prove the validity of the Union's position. If the number of workhours required by the Service's own survey are not being worked you have established a violation and the subject will then turn to remedy. The foundation for the Union's success in custodial staffing grievances is the 1981 **Gamser Award** (A8-NA-0375) and subsequent **Step-4** agreements between the parties that have lent further interpretation to the MS-47 handbook.

The appropriate remedy for any custodial staffing grievance would be to make the effected employees whole. To be more specific the custodians on the OTDL should be paid at the overtime rate for all hours listed on the PS Form 4852 but not worked. This amount is established by subtracting the actual hours worked per year by the custodians from the services own requirements (line H PS Form 4852). For example if the approved

PS Form 4852 line H required 10,000 workhours per year and the MARS report for annual workhours indicated that there were only 8500 hours worked the deficit would be 1500 hours. The requested remedy would be 1500 hours of pay at the overtime rate paid to the custodians on the OTDL.

The required workhours could also be broken down into weekly, accounting period or monthly increments as long as you subtract the proper time frame figures from them.

Regional arbitrations that properly address the remedy are included in this resource for persuasive argument and citation purposes.

As noted above the second method is to attack the Service's survey with one of our own. The purpose of this would be to illustrate that the Service has erred in its measurements, cleaning frequencies, or assignment of space types. This process may be expedited if we can utilize the MS47v26 software. The software will allow the Union to utilize the information received from management and create our own staffing package. Your Local President may want to request support from the National APWU to develop a staffing survey to challenge the Service's figures.

For the Union the establishment of the custodial staffing requirements begins with a review of the Service's PS Form 4852 (workload analysis and summary), PS Form 4869 (building inventory) and PS Form 4839 (custodial scheduling worksheet).

The PS Form 4852 may reveal obvious errors or omissions. Areas such as exterior policing, exterior paved sweeping, and other duties as allowed by MS-47 section 244 are frequently trouble spots.

The PS Form 4869 should be examined for proper space type assignment. The MS-47 section 221.7 lists the appropriate classifications. Areas to examine closely are areas that may be classified as active or inactive storage and are utilized as workroom floor or areas that may be omitted completely. Another factor is the age of the building inventory for the approved staffing documents. Many times the Service may allow a period of several years to elapse without reviewing and updating the inventory. During this time you may have had building construction or expansion, changes in the usage of areas that would change the space type or components added or changed. Component cleaning as listed in section 221.8 is also an area in which there are omissions, but increases the component cleaning areas will not have a significant impact in the total hours. Handbooks **MS-10** Floor Care and **MS-39** Fluorescent and Mercury Vapor Lighting, Cleaning and relamping are useful in determining proper frequencies and methods of component cleaning.

The PS Form 4839 is in many ways our most useful document. This form will show how often the areas from the PS Form 4869 building inventory are cleaned or policed. The MS-47 section 420 delineates the frequency of performance for the specific space types. Improper frequencies and omitted tours, or days may represent significant time to your review. An example of this would be a station with a 6 day per week operation but with only a 5 day per week FTR custodian.

The cumulative affect of these changes can amount to significant hours for the custodial staffing.

The MS-47 also requires an annual review and recalculation (USPS transmittal letter June 1, 1983). In that most postal facilities have grown and increased operations in recent years this may be another issue for you to exploit if you believe that the outcome would

be an increase in custodial staffing. A note of caution is due here, do your homework on this argument or you may end up with fewer positions, especially if you are at a smaller office that may have had non-postal tenants who have since moved out of the building.

MMO-28-97 Staffing

The **MMO-28-97** concerns staffing for mechanized offices. The software version of this document is the Workhour Estimator version 1.0. Recent successes in the area of MMO-28-97 staffing by the Union in regional arbitration has given us persuasive tools with which we can more aggressively pursue these arguments.

The MMO is broken down into seven sections. The areas of concern will be those that deal with Postal Operating Equipment, Field Maintenance, Building Equipment, and Maintenance Administration and Summary.

Section 2 of the MMO-28-97 is for the maintenance staffing of **Postal Operating Equipment** which is miscellaneous postal equipment and major mechanization/automation. Within this section are the staffing guidelines for items ranging from Utility Carts to Optical Character readers. The most common error in this section is the lack of an up to date inventory. Additional requirements for operational maintenance are listed in section 2-C

Section 3 is the criteria for the **Field Maintenance** program. A persistent item of concern with this section is the lack of implementation of the program in accordance with the **MS-45**. The MS-45 section 230 requires that a scheduled maintenance program be established. The Service tends to ignore the requirement for a preventive maintenance program and will only concern itself with emergency repairs of the equipment in the

associate offices. The ASM section 536 is also relevant to FMO duties as is the MS-1 and MS-110.

Section 4 contains the procedures for Building Equipment staffing. The MS-1 section 13 is a necessary resource for reviewing this section. This area of staffing is also subject to management's failure to maintain an up to date inventory of building equipment. The addition of equipment and the expansion of facilities are frequently the cause of inaccuracies in building staffing. Also subject to error is the failure to give any allowance for corrective maintenance, miscellaneous, and space adjustment on the PS Form 4839. Section 6 contains the method for Maintenance Administration. The duties of this section are to provide the staffing requirements for maintenance support activity as identified in the MS-63. The criteria in this section are straightforward and based on the number of positions supported.

The Summary in Section 1 contains the total number craft position recommended.

Allowances for additional compliment required for tour coverage may be made through Section 7.

Many offices are still operating under the old MMO-21-91 guidelines. The requirements are similar but the language in the MMO-28-97 requires that the maintenance work hours developed from MMO-21-91 be revised according to the changes in the MMO-28-97.

The MMO-28-97 also requires an annual review by the Senior Maintenance Official (see June 2, 1997 MMO coversheet, back page, second paragraph). If you are confident that it would result in an increase this provision may be used to force an increase in staffing.

Beware, if your office has lost LSMs or any other piece of major equipment you may not want a review, do your homework!

In that by using this guide you have filed a grievance that will be sustained by an arbitrator once the light of his dispassionate reasoning has been shed upon it what you must now overcome is the remedy. The Service will argue that any monetary award will result in “unjust enrichment” for the Union. What we must do is turn that argument around on the Service and show that the Service has been unjustly enriched by failing to abide by the contract. The Service has been unjustly enriched by either not implementing their own staffing package or by implementing an improper or inaccurate one. A National Award by Arbitrator Carlton Snow (**190V-4I-C-94005141**) on page 13 supports this position. You should also show that through agreements relating to **Article 8** that the proper remedy is to pay those harmed.

The APWU national officers, business agents, and staffing advocates are willing to aid locals with staffing concerns. Requests for APWU staffing surveys should be made in writing by local presidents to President Biller and/or James Lingberg, Director, Maintenance Division and include the most current and complete staffing documents, preferably a back-up disk from Management’s automated staffing software.

DOCUMENTATION FOR MAINTENANCE CRAFT STAFFING GRIEVANCES

A. MS-47-Housekeeping Postal Facilities (**Custodial Staffing**)

1. Required information:

- a. Current approved custodial staffing package. (PS Forms 4852, 4839, 4869, 4776)
- b. MARS report indicating the number of annual hours worked for LDC 37. (compare with line J of approved PS Form 4852)
- c. MARS report indicating hours of routes by passed. (shows number of hours not worked)
- d. Any approval/authorization letters from higher authorities. (approval from USPS area managers)
- e. Listing of the number custodial employees on the rolls for the facility.
- f. Overtime Desired Lists for custodians. (for remedy)

B. MMO-28-97-Maintenance Workhour Estimating Guide for **Mechanized Offices** (Postal Operating Equipment, Field Maintenance, Building Equipment, Custodial Staffing, Maintenance Administration).

1. Required information:

- a. Current approved MMO-28-97 staffing documents. (should get entire package, not just summary sheets)
- b. MARS report for the appropriate LDC and subsite. (to compare with summaries from package)
- c. MARS report indicating the hours of routes by passed.
- d. Any approval/authorization letters from higher authorities. (approval from USPS area managers)
- e. Listing of the number employees on the rolls for the proper LDCs in the facility. (compare with the number required on the summary sheets)
- f. Overtime Desired Lists for the appropriate occupational groups and levels (for remedy).

ARBITRATION	SUMMARY
AB-NAT-1009 June 8, 1974 Howard G. Gamser	<p>Where the parties desired to define an installation, at they did in Article 38 of the 1973 agreement dealing with the Maintenance Craft, and distinguish between a post office, stations, branches and subordinate units they knew how to do so:</p> <p>2. Installation. A main post office, airport mail facility, terminal or any similar organizational unit under the direction of one postal official, <u>together with all stations, branches and other subordinate units.</u> (emphasis supplied</p>
H8T-3A-C-17774 November 7, 1983 Richard Bloch	<p>Article 38.2.E.4 does not require posting of cleaning route numbers on vacancy notices in custodial classifications. Actual nature of assignment must be considered in determining information.</p>
H8T-3D-C-27355 May 13, 1993 Richard Bloch	<p>No entitlement for higher level pay when a level 3 Custodian operates a gasoline-powered rider model 240 tennant sweeper to clean the parking lot.</p>
H4T-1J-C-7935 March 20, 1986 Step 4 Settlement	<p>Interprets Section 340.C of MS-47. Employees are not required to deviate from said routes on a repetitive, recurring basis.</p>
H4T-3W-C-9682 September 30, 1986 Daniel G. Collins	<p>USPS violated 1984 Memo of Understanding concerning contracting out for cleaning services when it reverted vacant 15 hour custodial assignment and contracted out the work. The words “work . . . not presently being performed” (paragraph .261(a)(2) of memo) mandate that custodial work not exceeding an average of 32 hours weekly may not be contracted if such work was being performed by postal employees on effective date of memo, i.e. 12/24/86.</p>
A8-NA-375 June 1, 1981 Howard Gamser	<p>USPS’s unilateral modification to MS-47. USPS required to clean no less than the number of hours on Form 4852.</p>

ARBITRATION	SUMMARY
H1C-NA-C-46 April 20, 1983 Pre-arb. Settlement	Agreement on 4/13/83 issue of MS-47 and USPS agreement not to clean outside the established frequencies without higher level authority. (**this decision was revised by Step 4 settlement H7T-5K-C-8239. Regional level management replaced by MOTSC)
H7T-3A-C-8445 September 7, 1990 Step 4 Settlement	1.Once a custodial staffing level is determined . . . it must be maintained. (Section 116 of MS-47) 2.Management agrees not to implement improper frequencies (see H1C-NA-46).
H4C-NA-C-32 May 6, 1988 Richard Mittenthal	APWU protested the position and qualification standards for the Level 4 Building Maintenance Custodian. The determination of the duties was remanded for the parties to resolve. The arbitrator denied our grievance concerning the qualification standards.
H1T-3A-C-41312 June 13, 1986 Daniel Collins	USPS has the right to staff with full time regulars, part-time regulars or a combination of both. (Section 243.n of MS-47)
Part Time Regular Scheduling March 17, 1994 Downes Letter to Burrus	. . . PTR's schedules should not be altered on a day-today or week-to-week basis. They are normally to be worked within the schedules for which they are hired. However, PTR's can be permanently scheduled for any number of days(s) per week from one to six. There is no minimum number of hours for which they can be scheduled, except as provided under Article 8 provisions, and they can occasionally be required to work beyond their scheduled hours of duty. Still care should be taken not to extend PTRs' work hours on a regular or frequent basis. (243.n of MS-47)
WASC 88-039C October 18, 1990 Robert McAllister	USPS violated MS-47 by modifying the provisions of the MS-47 to more accurately reflect the conditions at the Supply Center. USPS had no right to unilaterally depart from standards and minimum frequencies contained in the MS-47. (Section 415 of MS-47)
H0C-NA-C-16 Awaiting Hearing Date Step 4 Appeal	Protesting regional level management making cleaning frequency determinations. Awaiting Hearing Date

ARBITRATION	SUMMARY
E7T-2L-C-39390 December 22, 1992 Christopher Miles	1760 annual hours or 33.8 weekly hours can equate to a full time regular position. (Section 243.n of MS-47)
E7T-2F-C-27975 April 8, 1992 Philip W. Parkinson	1760 annual hours or 33.8 weekly hours can equate to a full time regular position. (Section 243.n of MS-47)
E0T-2J-C-11419 June 24, 1993 Irwin Dean Jr.	Custodian bid schedule changed without the current staffing package being updated. No operational justification for making change to tour and/or off days. (Section 111 & 116 of the MS-47)
C87T-4C-C-90006383 April 15, 1996 Fred Blackwell	In sum, since the management's testimony has not shown any contractually permissible reason for changing the hours of grievant Donces to accommodate the shortage of custodial staff on tour 3, the management is not privileged to deal with the condition of understaffing of maintenance custodial positions by its action of removing the grievant from his dayshift bid custodial position and placing him in an afternoon custodial vacancy, at the regular custodial rate of pay, for a period of time . . . during which time the duties of grievant's tour 2 job duties existed and were performed by other employees. Such actions violated the National Agreement. (Article 38 Section 4 and Sections 111 & 116 of the MS-47)
C7T-4L-C-4070 December 11, 1991 Lamont E. Stallworth	Without any convincing evidence of a change in circumstances which justifies the abolishment of the grievant's tour II position, the arbitrator concludes that the action was arbitrary. (Article 38 Section 4 and Sections 111 & 116 of the MS-47)
C1T-4A-C-32009 October 31, 1986 James P. Martin	Custodian bid schedule changed without the current staffing package being updated. No operational justification for making change to tour and/or off days. (Article 38 Section 4 and Sections 111 & 116 of the MS-47)
C7T-4Q-C-16630 March 7, 1991 James P. Martin	USPS required to staff based on hours and number of employees identified on the approved PS Form 4852 and <u>that the budget can not be used to understaff.</u> (Pages 7-12) (Section 111 & 116 of MS-47)

ARBITRATION	SUMMARY
C7T-4R-C-21287 November 1, 1991 James P. Martin	USPS did not consider the safety and health of the employers when using the budget to determine the number of custodians needed. (Section 111 & 116 of MS-47)
E7T-2U-C-23573 May 11, 1992 Nicholas H. Zumas	USPS must fill custodial positions based on current authorized MS-47 staffing, <u>not complement cap or hiring freeze</u> . (Section 111 & 116 of MS-47)
S7T-3N-C-40351 May 5, 1992 Ernest E. Marlatt	The USPS is not required to fill positions based on an unauthorized/unapproved staffing package.
W7T-5E-C-24976 September 10, 1991 Kenneth M. McCaffree	Arbitrator relied on the fact that no hazard reports had been filed or other complaints recorded regarding dirt or lack of cleanliness at the facility to deny the union's grievance concerning a reduction in staffing levels.
W7T-5R-C-14699 February 5, 1993 Kenneth M. McCaffree	Working alone in and of itself does not constitute a safety hazard.
S0T-3W-C-901 April 23, 1992 Louis V. Baldovin Jr.	USPS required to clean the weekly hours identified on Form 4852. (Section 111 & 116 of MS-47)
C4T-4K-C-14775 February 29, 1988 John P. McGury	Not maintaining office in a clean and healthful manner due to placing custodians in higher level assignments. Not all cleaning work being completed each week (Section 111 & 116 of MS-47)
S1T-3A-C--28153 May 17, 1984 Robert W. Foster	Management not required to rotate work assignments. Section 312 of old MS-47 only provides for equitable distribution of workload.
C0T-4R-C-18112 January 19, 1995 Harvey A. Nathan	The Postal Service did not violate Article 7 or the MS-47 Handbook when it hired casual employees to do custodial work during a period when an appropriate withholding authorization pursuant to Article 12 was in effect.
C0T-4P-C-8227 October 4, 1993 Linda Dileone Klein	An Article 12 withholding notice <u>does not</u> meet withholding requirement of Article 38 Section 4.A.

ARBITRATION	SUMMARY
C0T-4G-C-14749 June 6, 1994 William Belshaw	When a casual employee is hired in response to an Article 12 withholding order then that hiring is in lieu of hiring a career employee.
C0T-4P-C-15097 November 8, 1993 Charles E. Krider	When a casual employee is hired in response to an Article 12 withholding order then that hiring is in lieu of hiring a career employee.
C90T-1C-C-93023708 March 1, 1995 Joseph A. Sickles	TE's were properly utilized as custodians during a withholding period. The union did not present sufficient evidence to demonstrate that the Postal Service failed to follow the procedural requirements prior to the hiring of the TE's, or that the TE's were hired, or utilized, in a manner other than as designated and authorized by the National Agreement.
S0T-3D-C-7826 October 8, 1993 Fallon W. Bentz	USPS not required to staff at MS-47 standards when under an Article 12 withholding. USPS is required to continue to work the 4852 hours.
S0T-3D-C-4577 October 9, 1993 Fallon W. Bentz	USPS required to complete lines E, F, and G on Form 4852. (Section 243r of MS-47)
I90T-4I-C-20272 November 21, 1996 Lamont E. Stallworth	The arbitrator drew a distinction between cleaning services and custodial duties, he claimed that lines E, F, G only have to be completed. Management determines that the work is not to be subcontracted.
W7T-5K-C-23404 August 4, 1992 Edwin R. Render	Staffing with either a full time regular or a part time regular. (Section 243n of MS-47)
S7T-3F-C-31292 September 30, 1991 Charlotte Gold	The union can not enforce a staffing package that has not been properly approved in accordance with the MS-47. (Section 243.v and MMO-21-91)
C7T-4A-C-235 October 2, 1989 Linda DiLeone Klein	USPS not required to provide coverage for incidental annual leave when union can not show unsanitary conditions would result without coverage.

ARBITRATION	SUMMARY
C7T-4M-C-30525 C7T-4M-C-32277 February 1, 1986 William Dolson	Local Mgmt required to establish registers as required in Section 211.11 of Handbook EL-311 and Management Instruction 350-89-2. Local Mgmt can not avoid withholding notice requirements of Article 38 Section 4 with claim that a new staffing package is being developed.
C4T-4A-C-3010 February 1, 1996 Peter DiLeone	Custodians instructed to perform mail search duties are to receive higher level pay. Instructed
S7T-3C-C-31272 December 5, 1990 Earnest E. Marlatt	Arbitrator claimed that overtime pay was not the proper compensation when management did not work all the hours identified on Form 4852 as required in Section 116 of the MS-47 Handbook. (This arbitrator was wrong. He claimed that the Service had options to subcontract or use casuals or non-maintenance employees. A review of the case clearly shows that the use of a subcontractor, casuals or non-maintenance employees was prohibited by the clear language of the National Agreement.)
C7T-4J-C-29635 October 6, 1993 Lamont Stallworth	Payment to the OTDL for the difference in required weekly cleaning hours as found on the 4852 and the actual hours used cleaning. USPS required to use the number of hours on Form 4852. (See Gamser, case A8-NA-375)
I90T-1I-C-94036944 December 28, 1994 William Belshaw	Payment to the OTDL for the difference in required weekly cleaning hours as found on the 4852 and the actual hours used cleaning. USPS required to use the number of hours on Form 4852. He also overturned Arbitrator Marlatt's above decision in case S7T-3C-31272.

ARBITRATION	SUMMARY
<p>D90T-1D-C-94020357 January 18, 1995 Michael E. Zobrak</p>	<p>Payment at the straight time rate for the difference in the number of hours actually worked per week by those employees classified as custodians or group leaders of the custodians as opposed to the number there were for staffing mandates. In regards to the 11/30/93 headquarters letter which called for a 20% reduction in custodians the arbitrator reasoned: “Nothing in the ultimate directive from Postal Headquarters justifies local management’s failure to maintain the authorized staffing level. The November 30, 1993 directive clearly states that once a staffing level is determined, it must be maintained until a new staffing survey is performed . . . clearly local management was in violation of the National Agreement by not maintaining the authorized staffing levels.</p>
<p>C90T-1C-C-9407970 April 17, 1996 Lawrence Loeb</p>	<p>Management failed to maintain the staffing levels established by the procedures outlined in the MS-47 and instead used casuals to perform the work not being done due to the vacancies. The Service is directed to fill the vacancies other than those created by the incumbents having been directed to perform higher level work. Within 30 days of the date of this award the parties shall meet for the purpose of determining which employees on the overtime desired list are entitled to overtime pay for the hours worked by the casuals. (**He is not a good arbitrator for the Union. He will not grant a remedy. He believes the Service should be unjustly rewarded for violating the contract. The options he claims were available simply did not exist. The office did not qualify for subcontracting and Article 7 prevented the assignment of casuals and non-maintenance employees.</p>

ARBITRATION	SUMMARY
<p>C90T-4C-C-4262 (C90T-4C-C-920121071) September 13, 1996 Lawrence Loeb</p>	<p>The Service violated the contract when it cut the number of maintenance hours at the Avon Lake Post Office below the level set pursuant to the MS-47 Handbook. <i>This arbitrator has again refused to grant compensation for unworked custodial hours. Although he agrees that a reduction from 34 to 20 hours was incorrect, he refused to grant compensation because he believes mgt. Had other options rather than overtime to have the cleaning work completed. <u>This ignores the fact that although the Service had options other than overtime to complete the work THEY CHOSE NONE OF THE OPTIONS.</u> The non-performance of the work is the violation. According to this arbitrator, although the Service is contractually required to complete the work under the options available to them, the Service is not penalized for choosing none of the options and not completing the work.</i> (**He is not a good arbitrator for the Union. He will not grant a remedy. He believes the Service should be unjustly rewarded for violating the contract. The options he claims were available simply did not exist. The office did not qualify for subcontracting and Article 7 prevented the assignment of casuals and non-maintenance employees.)</p>
<p>E90T-1E-C-94056510 April 26, 1995 William Eaton</p>	<p>The Postal Service violated Article 19 of the National Agreement by not staffing per the MS-47 manual, and the Postal Service shall staff custodial positions to the level indicated on Form 4852. The pay remedy was remanded. Page 27 - “Management argues that this discrepancy is allowable under Section 340.c of the MS-47 which provides that, ‘Actual day to day assignments depends on the number of custodial personnel reporting.’ The same paragraph provides that ‘when excessive unscheduled absences occur the component cleaning routes should be limited before area cleaning routes’ clearly, however, this reference to ‘unscheduled absences’ cannot be construed to cover vacancies in the custodial staff, which are not ‘unscheduled’ in a day to day sense, but known in advance over a period of time.</p>

ARBITRATION	SUMMARY
C87T-1C-C-90006204 July 13, 1996 Fred Blackwell	<p>The preponderating evidence of records established that the Postal Service violated Article 19 of the National Agreement by refusing to honor the MS-47 custodial staffing determinations for the Shillington Branch of the Reading Post Office. Accordingly, the grievance for make whole compensation to union-designated unit employees is sustained.</p>
J90T-4J-C-94041806 July 27, 1996 Edwin Benn	<p>The union has demonstrated that the valid staffing package at Carmel, Indiana specified 68.4 hours per week for maintenance work which was not completely performed. The failure by management to assign the amount of maintenance work as specified in the staffing package violated the MS-47 Handbook requirements and, therefore, Article 19 of the Agreement. As a remedy, management is directed to comply with the maintenance hours requirements specified in the staffing package (68.4) until that requirement is changed consistent with the procedures set forth in the MS-47. Further, the affected employees shall be made whole for the lost work opportunities in accord with the procedure set forth in III(D) of the opinion.</p>
I90T-1I-C-93036556 May 20, 1995 Edwin Benn	<p>Management violated the agreement when it failed to staff in accord with the levels provided for in the approved maintenance staffing package. Mgt. is directed to staff in accord with the staffing package. The matter is remanded to the parties to compute back pay entitlements, if any, based upon actual lost work opportunities.</p>
W7T-5G-C-27211 November 17, 1993 Gary L. Axon	<p>USPS required to compensate OTDL for difference in actual weekly cleaning hours and weekly cleaning hours required by Form 4852.</p>
B90T-4B-C-92018695 October 13, 1994 Linda Robins Franklin	<p>Mr. Phillips is to be paid at the overtime rate for the difference between the number of hours he worked, either straight or overtime, and sixty hours, for each week, from the week of June 13, 1992 to January 8, 1993. Other employees, such as P/T flexibles who worked as custodians between April 4, 1992 and January 9, 1993 shall be paid up to 40 hours, straight time, for the day(s) they worked. Only one person had to be replaced in one day. The final hours shall not be more than two full time custodians, as expressed in the MS-47.</p>

ARBITRATION	SUMMARY
<p>W0T-5F-C-7552 August 17, 1995 Gary L. Axon</p>	<p>The Postal Service violated Article 19 and the Step 3 agreement by not immediately staffing the Circus Circus Station at the rate established by Form 4852. The Postal Service is directed to compensate the custodian at the straight time rate for 16 hours per week for 7 weeks. The Postal Service may also deduct an additional 16 hours from the compensation in recognition of the time it temporarily assigned a career employee to the Circus Circus Station and any amounts already paid to the career employee. This case involves a claim by the union the Postal Service was not staffing to the levels established by the Form 4852 at the Circus Circus Station. Through an earlier grievance settlement at the Step 3, the Postal Service agreed to “immediately” staff the Circus Circus Station in accordance with the Form 4852. The Postal Service failed to immediately staff the Circus Circus Station pursuant to the Form 4852. Therefore, the arbitrator concluded Postal Service violated the Step 3 Agreement when it failed to immediately bring the custodial staffing in line with the Form 4852.</p>
<p>W0T-5F-C-9673 June 19, 1996 Bennett S. Aisenberg</p>	<p>The union made a full and detailed statement of facts relied on to support its position that the Service had violated the standards set forth in the MS-47 Handbook and thus the Gamser decision. At the arbitration hearing, the union presented sufficient evidence to make the prima facie case and satisfied its burden of proof. The union is to be made whole for all losses it sustained by the virtue of the Service’s violation. 9673 - Understaffed and not working all weekly hours. 9674 - Not filling a vacant custodial position. 11530 - Short staffing at the Garside Station for @ one and one-half months.</p>
<p>C7T-4G-C-33481 January 19, 1994 Harvey Nathan</p>	<p>Local management cannot avoid withholding notice requirements of Article 38 Section 4 in order to create an inservice register.</p>
<p>E7T-2P-C-24651 E7T-2P-C-26177 December 8, 1990 Carl F. Stoltenberg</p>	<p>Local management is prohibited from hiring casuals as custodians due to a hiring freeze. Postal Service is required to staff with career employees according to 4852.</p>

ARBITRATION	SUMMARY
E7T-2P-C-30680 E7T-2P-C-30943 E7T-2P-C-32554 December 29, 1990 James E. Rimmel	Local management is prohibited from hiring casuals as custodians due to hiring freeze. Postal Service is required to staff with career employees according to 4852.
S7T-3Q-C-40353 G87T-4G-C-91023390 January 3, 1994 Rodney Dennis	USPS did not violate the agreement by not working all weekly hours on Form 4852 when the union relies solely on Section 116 of the MS-47. It is management's option to use or not use replacements for sick leave or emergency annual leave coverage. (National arbitrator Gamser in case A8-C-375 required management to work all hours. Section 116 is only for determining staffing levels.)
S4T-3T-C-29609 March 6, 1989 J.D. Dunn	USPS not required to rebut union's custodial staffing "line by line". In the absence of a showing by the union that the Post Office is not being kept clean following a reduction custodial compliment, then there is not contract violation.
C7T-4J-C-30147 June 16, 1994 Edmund Benn	Union failed to show the 4869/3839/4852 figures were better than the Postal Service's.
W7T-5S-C-30955 May 23, 1995 Gary L. Axon	The Postal Service did not violate the agreement when subcontracting cleaning services at the carrier annex. (*Requests have been made to President Biller to have this decision vacated.)
S7T-3N-C-30244 August 17, 1992 Edmund W. Schedler	Union failed to show management's staffing calculations violated MS-47 frequencies or that management abused their discretion assigning the frequencies. <u>The arbitrator gave great credibility to management "expert staffing witness" over the local union official.</u>
E7T-2H-C-43203 July 20, 1992 Robert W. Foster	Union failed to show management's staffing calculations violated MS-47 frequencies or that management abused their discretion assigning the frequencies.
I90T-4I-C-92058354 September 28, 1994 Harvey Nathan	Union failed to show 1) management's staffing calculations violated MS-47 frequencies or that management abused their discretion assigning the frequencies, 2) that voluntary attrition did not occur and 3) management could have combined hours to achieve a full time position .

ARBITRATION	SUMMARY
<p>S7T-3Q-C-37875 September 11, 1991 J. Reese Johnston Jr.</p>	<p>Subcontracting of cleaning services at an independent facility with less than 39 hours of weekly work. The union claimed procedural errors existed due to management not providing the cost comparison errors existed due to management not providing the cost comparison prior to awarding the contract. <u>The arbitrator would not rule on this issue as it was never raised in the grievance procedure, thus he would not permit this argument at the arbitration table.</u></p>
<p>C0T-4P-C-5526 August 26, 1995 Lamont E. Stallworth</p>	<p>The instant grievance is sustained in part. The Service violated the Collective Bargaining Agreement and in particular the 1989 settlement agreement, when it subcontracted out the cleaning work in 1991-1992. No violation of the agreement occurred after June 28, 1993 when the parties agreed to permit subcontracting of cleaning work in facilities with 39 hours or less of custodial cleaning per week. The Service did not violate the agreement by failing to create a full-time regular position. The Service shall recompense the union for the cost of the subcontract for the period between 1991-1992 when the facility opened and June 28, 1993, when the Service was permitted to subcontract the work.</p>
<p>W0T-5G-C-16571 October 19, 1995 Edna E.J. Francis</p>	<p>Contrary to the MS-47, certain custodial duties at a branch facility were not credited on the Form 4852 and departures from specified frequency ranges for various custodial tasks were not approved by higher level management. Since Article 19 of the National Agreement incorporates the MS-47 into the National Agreement, management's failure to adhere to the MS-47 in determining the custodial workload at the facility violated Article 19 of the National Agreement. To remedy the violation, management shall reassess the custodial workload in accordance with the three-step procedure prescribed by the MS-47 and shall assign the custodial work load in accordance with the results of that reassessment. During the reassessment period, management may continue the status quo, i.e. using the services of a contract cleaning service.</p>

ARBITRATION	SUMMARY
C90T-4C-C-93036118 C90T-4C-C-93036137 August 1, 1995 Susan Berk	The Postal Service did not violate the National Agreement when it subcontracted out the cleaning services at the Crooksville and New Lexington Post Offices.
I90T-1I-C-93030141 September 13, 1995 John C. Fletcher	The agreement was not violated when the Postal Service subcontracted custodial cleaning at the Grandview, Missouri Post Office, for the voluntary attrition of the custodian. <u>The arbitrator would not count non-custodian duties as cleaning hours under the cleaning subcontract language.</u>
W0T-5K-S-7071 June 6, 1995 Gary L. Axon	The Postal Service acted in conformance with the National Agreement when it subcontracted the work of <u>cleaning and painting walls</u> at the Billings Post Office.
S7T-3S-C-35409 March 9, 1992 William K. Harvey	USPS violated Article 14 of the Agreement by assigning custodials to clean the interior of the bar code sorters. . . . Testimony seems to demonstrate that there is a potential for a safety hazard to the untrained person reaching and poking his hands through the interior of the equipment when there is some voltage present.