

2002

Step 4

Decisions

from

Bobby Donelson

Assistant Maintenance Director "A"



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

RE: D90T-1D-C 93023723
Class Action
Greensboro, NC 27498-9700

Dear Mr. Donelson:

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

The issue in this grievance is whether management violated Article 25 of the National Agreement by not compensating employees at PS-10 when maintenance employees are performing as Postal Service Training Network teletraining facilitators.

After reviewing this matter the parties mutually agree that no national interpretive issue is fairly presented in this case. Employees used to facilitate PSTN training will be compensated pursuant to Article 25 at the PS-10 level¹ for actual hours spent facilitating the PSTN broadcast.

If this case were withdrawn from regional arbitration prior to referral to Step 4, it will be returned to the same stage of arbitration in accordance with the Memorandum of Understanding entitled "Step 4 Procedures." If this case were withdrawn from regional arbitration prior to referral to Step 4, it will be returned to the same stage of arbitration in accordance with the Memorandum of Understanding entitled "Step 4 Procedures."

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

Time limits at Step 4 were extended by mutual consent.

Sincerely,

Handwritten signature of Thomas J. Valenti in black ink.

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

Handwritten signature of Bobby Donelson in black ink.

Bobby Donelson
Assistant Director
Maintenance Division
American Postal Workers Union
AFL-CIO

April 4, 2002

¹ PS-11 after November 16, 2002



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

Re: B90T-4B-C 96018617
Class Action
Farmington, CT 06032-9998

Dear Mr. Donelson:

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

The issue in these grievances is whether management violated the National Agreement at its determination of custodial cleaning frequencies.

After reviewing this matter, it was determined that the issue identified in these cases involves the same or substantially similar issues or facts as case Q90T-4Q-C 77002046¹ currently pending at the national level.

Accordingly, we agreed to remand these cases to the district, to be held, pending discussion at the national level or the outcome of a national arbitration award.

Please sign and return the enclosed copies of this letter as your acknowledgement of agreement to remand and hold these cases.

Time limits at this level were extended by mutual consent.

A handwritten signature in cursive script, appearing to read "Thomas J. Valenti".

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

A handwritten signature in cursive script, appearing to read "Bobby Donelson".

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

April 10, 2002

¹ Old grievance number H0C-NA-C 16



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

Re: B90T-1B-C 95039639
Class Action
Binghamton, NY 13902-9998

Dear Mr. Donelson:

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

The issue in this grievance is whether the Postal Service violated the National Agreement when it contracted out work in the secondary containment area in the Vehicle Maintenance Facility.

After reviewing this matter, the parties mutually agreed that no national interpretive issue is fairly presented in this case. This issue is suitable for local determination by application of the Administrative Support Manual, Section 53, entitled "Maintenance".

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

Please sign and return the enclosed copies of this letter as your acknowledgement of agreement to remand this case.

Time limits at this level were extended by mutual consent.

A handwritten signature in cursive script, appearing to read "Thomas J. Valenti".

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

A handwritten signature in cursive script, appearing to read "Bobby Donelson".

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

April 4, 2002



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

RE: 187T-11-C 91032369
Class Action
Milwaukee, WI 53203-9998

Dear Mr. Donelson:

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

The issue in this grievance is whether management violated the National Agreement by subcontracting cleaning services.

After reviewing this matter, we mutually agree that this case may be resolved by application of the prearbitration settlement of case H7T-3D-C 22868 (attached).

Accordingly, we agreed to remand this case to the parties at Step 3 for possible application of the prearbitration settlement.

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

Time limits at Step 4 were extended by mutual consent.

Sincerely,

Handwritten signature of Thomas J. Valenti in black ink.

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

Handwritten signature of Bobby Donelson in black ink.

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

Attachment

April 4, 2002



LABOR RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4000

Mr. James Lingberg
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: H7T-3D-C 22868
Montgomery, AL

Dear Mr. Lingberg:

On June 28, you met with Thomas J. Valenti in a prearbitration discussion of the above-referenced case.

The issue in this grievance is whether management violated the National Agreement when it subcontracted lawn care services for the Montgomery, Alabama, General Mail Facility.

The parties agree that the resolution set forth below does not preclude the Postal Service from exercising its rights pursuant to Article 19 to revise the MS-47 and Administrative Support Manual.

It was mutually agreed in full and complete settlement of these cases as follows:

1) This resolution resolves case number HOC-NA-C 41. Case H7T-3D-C 22868, H7C-NA-C 94 et al., will be remanded for application of this agreement.

2) This resolution defines lawn/ground maintenance which may be subcontracted in accordance with Section 535.23 of the Administrative Support Manual, which was published in Postal Bulletin 21822, August 20, 1992.

3) With regard to lawn maintenance, Unit Performance (Min.) for Lawns (Mow and Edge) will be 0.012 for push lawn mowers and 0.006 for rider mowers. The MS-47 will be revised accordingly.

4) That portion of lawn maintenance in excess of 300,000 square feet may be contracted out and if so, will not be considered part of the MS-47 for purposes of calculating custodial hours.

5) Lawn maintenance of up to and including 300,000 square feet is considered to be part of the MS-47 for purposes of calculating custodial hours, and this portion must be included on PS Form 4852.

6) A facility with less than 39 hours of custodial cleaning services may contract out all lawn care as calculated in accordance with the MS-47.

7) A facility with over 39 hours of custodial cleaning services may contract out that portion of lawn maintenance in excess of 300,000 square feet. The Administrative Support Manual, Section 535.23, will be revised accordingly.

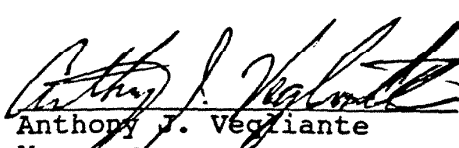
8) New facilities with 39 hours or less of custodial cleaning services, calculated in accordance with paragraph 4 and 5 above, may contract out cleaning services.

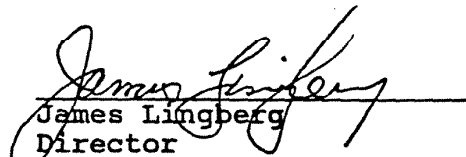
9) Replacement facilities, extensions to existing facilities and renewal contracts at existing facilities with 39 hours or less of custodial cleaning services may be contracted out. Renewal contracts need not be with the same contractor or the same site location.

10) Where facilities have contracted out lawn-care maintenance, local management will notify the local union of the contract terms and, upon expiration of these contracts, will adjust the staffing package accordingly.

11) This settlement agreement supplements the Memorandum of Understanding (MOU) on page 293 of the 1990-1994 Collective Bargaining Agreement, Subcontracting Cleaning Services which covers all subcontracting cleaning services.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the aforementioned cases and remove them from the pending national arbitration listing and step four process.


Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations
U.S. Postal Service


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

Date: 28-Jun-1993



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

Re: C90T-1C-C 95042503
Class Action
Philadelphia, PA 19116-0001

Dear Mr. Donelson:

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

The issue in this grievance is whether the Postal Service violated the National Agreement when it assigned non-bargaining unit employees rather than Electronic Technicians, PS-9, to perform computer hardware work.

After reviewing this matter, it was determined that the issue identified in this case involves the same or substantially similar issues or facts as case H90T-1H-C 94018793 currently pending at the national level.

Accordingly, we agreed to remand this case to the district, to be held pending discussion at the national level or the outcome of a national arbitration award.

Please sign and return the enclosed copies of this letter as your acknowledgement of agreement to remand and hold this case.

Time limits at this level were extended by mutual consent.

Handwritten signature of Thomas J. Valenti in cursive.

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

Handwritten signature of Bobby Donelson in cursive.

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

April 4, 2002



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

RE: D90C-4D-C 94056130
Class Action
Raleigh, NC 27676-9998

Dear Mr. Donelson:

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

The issue in this grievance is whether the Postal Service violated the National Agreement when it denied the grievant out-of-schedule premium pay.

After reviewing this matter the parties mutually agree that no national interpretive issue is fairly presented in this case.

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

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

Time limits at Step 4 were extended by mutual consent.

Sincerely,

Handwritten signature of Thomas J. Valenti in cursive script.

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

Handwritten signature of Bobby Donelson in cursive script.

Bobby Donelson
Assistant Director
Maintenance Division
American Postal Workers Union
AFL-CIO

April 4, 2002



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

RE: E94T-4E-C 97059814
Kittinger, T.
Alamosa, CO 81101-9998

Dear Mr. Donelson:

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

The issue in this grievance is whether the grievant was compensated at the appropriate level of pay for work performed.

After reviewing this matter the parties mutually agree that no national interpretive issue is fairly presented in this case.

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

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

Time limits at Step 4 were extended by mutual consent.

Sincerely,

A handwritten signature in cursive script, reading "Thomas J. Valenti".

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

A handwritten signature in cursive script, reading "Bobby Donelson".

Bobby Donelson
Assistant Director
Maintenance Division
American Postal Workers Union
AFL-CIO

April 3, 2002



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

Re: H94T-1H-C 97092075
Class Action
Saint Petersburg, FL 33730-9998

Dear Mr. Donelson:

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

The issue in this grievance is whether the Postal Service violated the National Agreement when it assigned non-bargaining unit employees rather than Electronic Technicians, PS-9, to perform computer hardware work.

After reviewing this matter, it was determined that the issue identified in this case involves the same or substantially similar issues or facts as case H90T-1H-C 94018793 currently pending at the national level.

Accordingly, we agreed to remand this case to the district, to be held pending discussion at the national level or the outcome of a national arbitration award.

Please sign and return the enclosed copies of this letter as your acknowledgement of agreement to remand and hold this case.

Time limits at this level were extended by mutual consent.

A handwritten signature in cursive script, appearing to read "Thomas J. Valenti".

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

A handwritten signature in cursive script, appearing to read "Bobby Donelson".

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

April 3, 2002



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

Re: B90T-4B-C 96012297
Class Action
Manchester, CT 06040-9998

Dear Mr. Donelson:

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

The issue in this grievance is whether management violated the National Agreement at its determination of custodial cleaning frequencies.

After reviewing this matter, it was determined that the issue identified in this case involves the same or substantially similar issues or facts as case Q90T-4Q-C 77002046¹ currently pending at the national level.

Accordingly, we agreed to remand this case to the district, to be held, pending discussion at the national level or the outcome of a national arbitration award.

Please sign and return the enclosed copies of this letter as your acknowledgement of agreement to remand and hold this case.

Time limits at this level were extended by mutual consent.

Handwritten signature of Thomas J. Valenti in cursive.

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

Handwritten signature of Bobby Donelson in cursive.

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

April 3, 2002

¹ Old grievance number H0C-NA-C 16



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

Re: B94T-4B-C 96026528
Class Action
Derby, CT 06418-9998
B90T-1B-C 95039843
Class Action
Rochester, NY 14692-9997

Dear Mr. Donelson:

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

The issue in these grievances is whether management violated the National Agreement its determination of custodial cleaning frequencies.

After reviewing this matter, it was determined that the issue identified in these cases involves the same or substantially similar issues or facts as case Q90T-4Q-C 77002046¹ currently pending at the national level.

Accordingly, we agreed to remand these cases to the district, to be held, pending discussion at the national level or the outcome of a national arbitration award.

Please sign and return the enclosed copies of this letter as your acknowledgement of agreement to remand and hold these cases.

Time limits at this level were extended by mutual consent.

Handwritten signature of Thomas J. Valenti in cursive.

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

Handwritten signature of Bobby Donelson in cursive.

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

February 28, 2002

¹ Old grievance number H0C-NA-C 16



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

Re: B94T-1B-C 97042106
Class Action
Syracuse, NY 13220-9504

Dear Mr. Donelson:

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

The issue in this grievance is whether the Postal Service violated the National Agreement when it contracted out the removal and relocation of hose reels at the local vehicle maintenance facility.

After reviewing this matter, the parties mutually agreed that no national interpretive issue is fairly presented in this case. This issue is suitable for local determination by application of the Administrative Support Manual, Section 53, entitled "Maintenance".

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

Please sign and return the enclosed copies of this letter as your acknowledgement of agreement to remand this case.

Time limits at this level were extended by mutual consent.

A handwritten signature in cursive script, appearing to read "Thomas J. Valenti".

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

A handwritten signature in cursive script, appearing to read "Bobby Donelson".

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

January 28, 2002



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

RE: H98T-1H-C 99079529
Gager, W.
H98T-1H-C 99079526
Lancaster, R.
West Palm Beach, FL 33406-9401

Dear Mr. Donelson:

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

The issue in these grievances is whether a maintenance craft employee must qualify pursuant to Article 38 and Handbook EL-304; entitled "Maintenance Selection System" to be considered qualified for promotion to a Maintenance Selection System (MSS) maintenance position.

The parties have agreed that the general principles of the MSS, pursuant to the EL-304, page 1, "is to ensure the selection and promotion of qualified maintenance personnel and to promote a uniform application of qualification requirements." Scoring within the MSS is based upon specific competency areas defined in terms of knowledge, skills, and abilities (KSAs). The score for any given KSA may be based on up to three measurement components: job knowledge (written multiple choice) test; review panel evaluation of relevant training, education and work experience; and supervisor's evaluation of current performance. In order to be considered qualified for promotion to an MSS maintenance craft position, an employee must achieve a qualifying composite rating for each scored KSA area.

Accordingly, we agreed to close these cases.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to close these cases. Time limits at the interpretive review process were extended by mutual consent.

Sincerely,

Handwritten signature of Thomas J. Valenti in cursive.

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

Handwritten signature of Bobby Donelson in cursive.

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

January 28, 2002