



American Postal Workers Union, AFL-CIO Maintenance Division

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Agreement Reached on Line H Dispute and Q & A

On May 12, 2017, the Postal Service and the Maintenance Division of the APWU signed an agreement resolving a national level dispute in case number Q15T-4Q-C 17274095. The issue in the case is “the determination of compliance with item 6 of the July 9, 2014 TL-5 MOU”.

In filing the dispute, the Service posed questions like: “whether when determining compliance with item 6 of the July 9, 2014 TL 5 MOU is the Service required to comply exactly with the frequencies and durations outlined on PS Form 4852 and make deductions as a result of any hours worked over or under those frequencies and durations”. Put more simply, can the work hours included in Line H be ‘made up’? The Line H Q&A document attached to the settlement resolution resolved that question at number 4. Stating, in particular, “Once the frequency period of the route has lapsed, the route cannot be made up.” A listing of just a few more of the items resolved include:

Are any hours worked which are more than the frequencies and durations outlined on PS Form 4852 required to be deducted from the total LDC 38 work hours? This was addressed in Q&A number 6. In a nutshell, the answer to this is YES, those hour worked in LDC 38 in excess of the frequency of work will be deducted from the LDC 38 total.

“Will there be any consideration for vacancies that are not filled immediately?” Answer: No. (see #8)

Q&A #1 Provides that: Yes, the APWU Local will designate one Union official to be on the clock to observe/participate in the inventory phase of the staffing (workloading).

Q&A #10 emphasizes that: As required by item 6 of the July 9, 2014 MOU, “the results will be provided to **and discussed with** the Local APWU President or designee.”

#12 identifies and resolves an issue that had occurred in some locations where the supervisor was performing our bargaining unit work when checking-in/out custodians supplies & equipment. Management can make decisions; check that work is/was being done per the procedures and perform observations. We spelled out the check-in/check-out Craft Responsibilities as:

- o Ordering and issuing of equipment and supplies in accordance with established procedures.
- o Receiving of equipment and supplies in accordance with established procedures.
- o Filling of distribution trays
- o Cleaning of equipment

This successful result was due to a team effort on the part of the Maintenance Officers as well as President Dimondstein.

Mr. Steven G. Raymer
Director, Maintenance Division
American Postal Workers Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

RE: Q15T-4Q-C 17274095
APWU #: HQT20160555
Washington, DC 20260-4100

Dear Mr. Raymer:

Recently, we met to discuss the above captioned dispute at the Step 4 level of the grievance-arbitration procedure. Time limits were extended by mutual agreement.

This resolution concerns the dispute appealed to arbitration by the USPS on October 28, 2016. Specifically, the issue herein involves the determination of compliance with item 6 of the July 9, 2014 TL-5 MOU. The parties agree as follows:

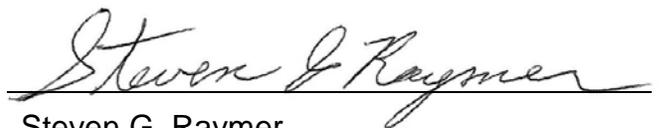
The attached Questions and Answers titled *APPLICATION OF MOU RE: MS-47 TL-5 IMPLEMENTATION AND MAINTENANCE CRAFT PSE CONVERSIONS* resolve the issue contained herein. Unresolved grievances, including those held pending this case, are to be resolved in accordance with this resolution and the attached Q&A.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement. Any cases held pending this dispute shall be released and processed in accordance with Article 15.

Sincerely,



Terry C. LeFevre
Labor Relations Specialist
Contract Administration (APWU)
United States Postal Service



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

Date: May 12, 2017

APPLICATION OF MOU RE: *MS-47 TL-5 IMPLEMENTATION AND MAINTENANCE CRAFT PSE CONVERSIONS*

QUESTIONS AND ANSWERS

The parties are aware there has been confusion over the intent regarding the Line H commitment identified in item 6 of the July 9, 2014 MOU Re: MS-47 TL-5 Implementation and Maintenance Craft PSE Conversions.

The intent of the agreement was to ensure that the authorized LDC 38 work hours were used, as intended, performing custodial duties that form the basis for custodial staffing.

The following Questions and Answers, along with those Q & As agreed to on August 6, 2014 regarding the MS-47 TL-5¹, are designed to be applied to pending and future issues/grievances and represent the agreement that has been in place between the parties.

1. 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?

Answer: One designated union official may be on “steward time” to observe/participate in the inventory phase of development of the staffing package. This is the measuring phase of the work-loading and any Union- Management meetings called to discuss the development of the staffing package.

2. Are Forms 4776 (Preventative-Custodial Maintenance Route) required?

Answer: Yes.

3. Regarding item 6 of the July 9, 2014 MOU Re: MS-47 TL-5 Implementation and Maintenance Craft PSE Conversions, when determining the LDC 38 work hours to be compared to Line H on the authorized PS 4852, is there an agreed upon report to use?

Answer: The LDC 38 work hours can be shown by any report, or combination of reports, that will provide the best evidence of hours worked per Line H. 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 included within the Line H annual time will be used as the comparison. Work hours that do not reflect custodial work, improperly coded work hours or custodial work hours for any work other than that which is identified under Line H will be subtracted, or ignored for the purposes of the LDC 38 end of FY comparison.

¹ Those Q&As from August 6, 2014 are not reprinted above and do remain valid.

4. Throughout the course of a Fiscal Year, can work hours scheduled based on the frequency in the staffing package and included on Line H be 'made up'?

Answer: Work that can still be accomplished within the assigned frequency (e.g. an annual route can be performed anytime during the year, a route performed 4 times per year is done once per fiscal quarter, a route performed 12 times per year is to be done no more than once per month, etc.) Once the frequency period of the route has lapsed, the route cannot be made up. There is a 10% variance built in to the compliance requirement under the MOU item 6. Consequently, the legitimate bypassing of routes is already considered.

5. Can the Line H hours be adjusted, for instance if an individual custodian completes their route in more or less time than estimated on the route?

Answer: The 10% variance referenced above is sufficient to include deviations of time on an established route. Also, note that Line H hours are only changed when an entire staffing package is redone (see MS-47 section 5.11). Issues regarding the attribution of LDC 38 hours will be minimized by applying the directive from MS-47, section 5.10, "*The installation head/designated maintenance official will ensure that all duties expected and anticipated to be performed by custodians are accurately identified in the completed staffing package.*"

6. Are there examples of other LDC 38 work hours that will be subtracted for item 6 compliance purposes?

Answer: Yes, for example if work is performed at a greater frequency than indicated in the staffing package. For instance if a cleaning route was scheduled for 3 times per week and instead management required cleaning 6 times per week, credit is given for the 3 times per week as that cleaning time is included in Line H. This could also be hours worked, or time spent on work orders or routes, for work tasks that are not included in the staffing package. However, if the work is completed in less time than identified in Line H, credit will still be given for the Line H requirement. For example; if a task is identified as requiring 3 hours under Line H, and the custodian completes the task in 2 hours, there will be no deduction of 1 hour from the LDC 38 hours worked. When the annual review is completed, adjustments should be made to Line H items that consistently require more or less frequency, or hours, than was identified in the previous year.

7. Can a work order be used to account for time spent on LDC 38 work hours?

Answer: Yes, a work order is appropriate for certain custodial work. Work included on the right side of the 4852, such as project work or snow removal, is often performed using a work order. Time spent on tasks that are part of the required duties counts, up to the amount of estimated time for those items. Sufficient staffing hours for work orders must be included in the 4852 for the time spent on work orders to count as LDC 38 hours to be compared with the Line H total.

8. Will there be any consideration for vacancies that are not filled immediately?

Answer: No, however; the impact can be minimized by the timely forecasting and filling of vacancies utilizing the pecking order for filling vacant Maintenance Craft duty assignments.

9. What if the route (work order) frequency or estimated time for performance of snow removal is incorrect due to too much or too little snowfall?

Answer: This is the only exception when it comes to modifying Line H for purposes of the end of year review and does not change Line H in the actual staffing package. For MS-47 version TL-3, the Snow Removal line includes a frequency on the PS 4852. If the frequency of performance of snow removal is less than that shown on the PS 4852, then the hours in the PS 4852 Line H total will be adjusted for the number of times the expected snow removal was not performed. In MS-47 TL-5, Snow Removal is indicated as annual work hours under Table C. If the hours required for snow removal are less than that shown for snow removal in Table C, then the hours in the PS 4852 Line H total will be adjusted for the number of hours the snow removal was not performed. LDC 38 work hour credit is not given if the frequencies of performance (TL-3) or annual work hours (TL-5) of snow removal are exceeded.

10. When Local management presents the Local Union the fiscal year end LDC 38 hours for Line H comparison what exchange of information is required?

Answer: As required by item 6 of the July 9, 2014 MOU, “the results will be provided to **and discussed with** the Local APWU President or designee.”

11. How is the liability calculated for the fiscal year that MS-47, TL-5 is implemented?

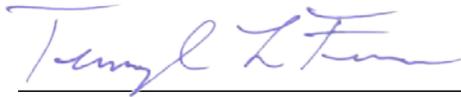
Answer: Step 4 settlement Q10T-4Q-C 14080458 establishes when the effective date of MS-47, TL-5 occurs. MS-47 TL-3 Line H is calculated for the portion of the year MS-47 TL-3 was in effect. MS-47 TL-5 Line H is calculated for the portion of the year MS-47 TL-5 was in effect. The prorated results are treated independently and are not to be averaged or combined. There may be a liability for either, or both. Work that has not been completed and is still available within the assigned frequency at the time of transition should be evaluated by the local parties. For example, when an annual route has not been completed when transitioning occurs 6 months into the FY. Further, if the MS-47 TL-5 review resulted in compliance, the facility will be considered as in compliance going forward under the terms of item 6a.

12. What work in the Custodial Team Cleaning (CTC) check in/check out procedure is bargaining unit work?

Answer: CTC program check in/check out responsibilities:

- EAS Responsibilities
 - Decisions on assigning routes and assigning equipment.
 - Inspect routes to ensure employee has followed the route and job aid which includes the employee cleaning the equipment at the end of the route

- Ensure compliance with required checks such as inspection of the extension cord
- Performing employee observations
- Craft Responsibilities
- Ordering and issuing of equipment and supplies in accordance with established procedures.
- Receiving of equipment and supplies in accordance with established procedures.
- Filling of distribution trays
- Cleaning of equipment



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DATE: May 12, 2017