



September 12, 2000

DISTRICT MANAGERS  
PLANT MANAGERS

SUBJECT: Lamping Policy and Procedures

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

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

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

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

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

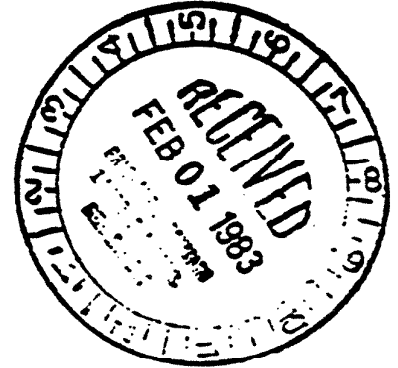
Requests for further assistance in the area of Building Services, Building Equipment, or Safety may be directed to Wade Raines at 703/280-7896 or Tom Duchesne at 703/280-7872.

A handwritten signature in cursive script that reads "J. Gerard Bohan".

J. Gerard Bohan  
Manager  
Maintenance Policies and Programs

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

January 24, 1983



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

Re: E. Turner  
Fresno, CA 93706  
EIT-5H-C 7163

Dear Mr. Wevodau:

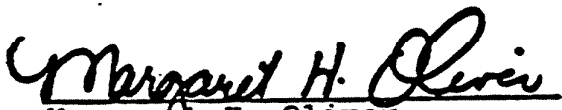
On January 18, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

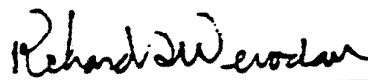
This grievance involved a request for higher level pay for a level 3 custodial laborer who operates a battery-powered riding sweeper.

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

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

Sincerely,

  
Margaret H. Oliver  
Labor Relations Department

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



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

DEC 12 1985

RECEIVED  
DEC 13 1985  
AMERICAN POSTAL WORKERS UNION  
SELECTION

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

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

Dear Mr. Neill:


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

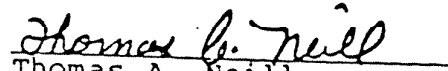
It was mutually agreed to full settlement of this case as follows:

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

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

Sincerely,

  
Frank M. Dyer  
Labor Relations Specialist  
Arbitration Division  
Labor Relations Department

  
Thomas A. Neill  
Industrial Relations  
Director  
American Postal Workers  
Union, AFL-CIO

3-26-86  
(Date)

Enclosure



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

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

Dear Mr. Williams:

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

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

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

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

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

Time limits at Step 4 were extended by mutual consent.

Sincerely,

Handwritten signature of Larry J. Leehans in cursive script.

Larry J. Leehans  
Labor Relations Specialist  
Grievance and Arbitration

Handwritten signature of Edgar Williams in cursive script.

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

Date: 9-18-98



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

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

Dear Mr. Donelson:

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

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

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

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

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

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

Time limits were extended by mutual consent.

Sincerely,

Handwritten signature of Oscar Ochoa in black ink.

Oscar Ochoa  
Grievance and Arbitration  
Labor Relations

Handwritten signature of Bobby Donelson in black ink.

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

Date: 4/19/98

LABOR RELATIONS



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

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

Dear Mr. Williams:

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

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

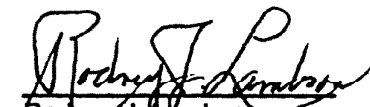
After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. The parties agree that management is required under Section 116 of the MS-47 Handbook to maintain the level of custodial staffing once that staffing level has been determined in accordance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

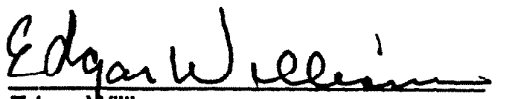
Accordingly, we agreed to remand this case to the stage of the arbitration process prior to this grievance being appealed to Step 4.

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

Time limits at Step 4 were extended by mutual consent.

Sincerely,

  
Rodney J. Lambson  
Labor Relations Specialist  
Grievance and Arbitration

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

Date: 1-21-99



E

EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20260

Page 1

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

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

Dear Mr. Wevodau:

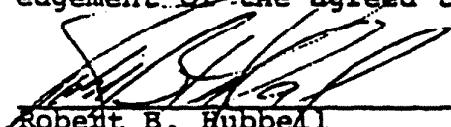
On December 1, 1976, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

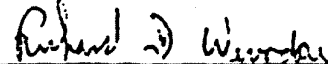
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

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

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

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

  
Robert B. Hubbell  
Labor Relations Department

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



GD

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

December 12, 1986

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

Dear Mr. Wevodau:


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

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

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

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

Sincerely,

  
William J. Downes, Director  
Office of Contract Administration





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

DEC 12 1985

*Highland*  
C  
RECEIVED  
DEC 13 1985  
MAIL ROOM  
STATION 2

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

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

Dear Mr. Neill:

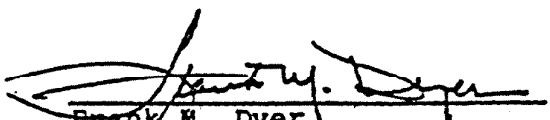
On September 10 we met in prearbitration discussion of H1T-5H-C 29378, Woodland, California. The question in this grievance is whether custodians with SF-46s should be paid higher level pay while driving postal vehicles to the carwash.


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

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

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing H1T-5H-C 29378 from the pending national arbitration listing.

Sincerely,

  
Frank M. Dyer  
Labor Relations Specialist  
Arbitration Division  
Labor Relations Department

  
Thomas A. Neill  
Industrial Relations  
Director  
American Postal Workers  
Union, AFL-CIO

3-26-86  
(Date)

Enclosure



ARTICLE \_\_\_\_\_  
SECTION \_\_\_\_\_  
SUBJECT Driving  
Higher Level

RECEIVED

DEC 13 1985

RECEIVED  
RELATIONS

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

DEC 12 1985

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

Dear Mr. Neill:

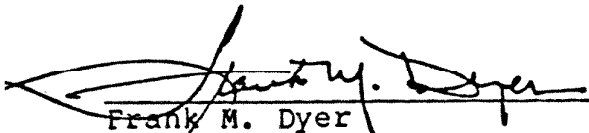
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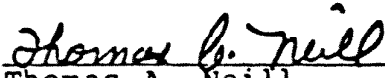
It was mutually agreed to full settlement of this case as follows:

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

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing H1T-5H-C 29378 from the pending national arbitrator listing.

Sincerely,

  
Frank M. Dyer  
Labor Relations Specialist  
Arbitration Division  
Labor Relations Department

  
Thomas A. Neill  
Industrial Relations  
Director  
American Postal Workers  
Union, AFL-CIO

3-26-86  
(Date)

Enclosure

19  
P12B

7-1-82



BO 10 1982

*Drivers License*

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

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

ARTICLE \_\_\_\_\_  
SECTION \_\_\_\_\_  
SUBJECT Drivers License (Govt)  
Pre-Arb

Dear Mr. Wevodau:


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

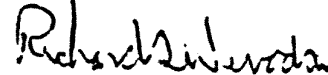
After a discussion of the issue, it was mutually agreed to full settlement of the case as follows:

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

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

Sincerely,

  
William E. Henry, Jr.  
Director  
Office of Grievance  
and Arbitration  
Labor Relations Department

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



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

RECEIVED

MAR 10 1986

*Richard I. Wevodau*  
MAINTENANCE DIVISION, DIRECTOR  
AMERICAN POSTAL WORKERS UNION

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

MAR 7 1986

ARTICLE \_\_\_\_\_  
SECTION \_\_\_\_\_  
SUBJECT Drivers License  
Not Interpretive

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

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

Dear Mr. Wevodau:

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

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

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. This is a local dispute suitable for regional determination by application of Part 142 of EL-303, Qualification Standards-Bargaining Unit Positions, Arbitrator Bloch's award in case no. H1C-NA-C 85, dated October 31, 1985, and Article 38.6C, of the National Agreement to the fact circumstances.

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

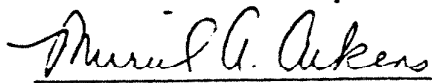
Mr. Richard I. Wevodau

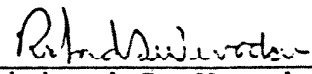
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Please sign and return the enclosed copy of this letter as our acknowledgment of agreement to remand these cases.

Time limits were extended by mutual consent.

Sincerely, ..

  
\_\_\_\_\_  
Muriel A. Aikens  
Labor Relations Department

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



ARTICLE \_\_\_\_\_  
SECTION \_\_\_\_\_  
SUBJECT Drivers License  
Not Interpretive  
SEP 7 1984

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

*Richard I. Wevodau*  
MAINTENANCE CRAFT DIVISION  
AMERICAN POSTAL WORKERS UNION

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

SEP 25 1984

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

L. Thronsen  
Minneapolis, MN 55401  
HLT-4C-C 28654

Dear Mr. Wevodau:

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

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

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

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

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

Sincerely,

*Margaret H. Oliver*  
Margaret H. Oliver  
Labor Relations Department

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



ARTICLE \_\_\_\_\_  
SECTION \_\_\_\_\_  
SUBJECT Driver's License (Govt)

Not Interpretive

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

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

JUN 8 1984

Re: Local  
Sacramento, CA 95813-9998  
H1C-5H-C 21000

Dear Mr. Wevodau:

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

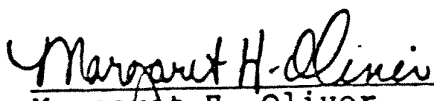
The question raised in this grievance involved the requirement that employees in certain positions must have valid forms SF-46.

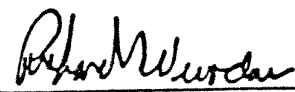
After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We agreed that the question raised requires application of EL 303, Part 142, to the fact circumstances involved. Whether driving is a bona fide occupational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

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

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

Sincerely,

  
Margaret H. Oliver  
Labor Relations Department

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



ARTICLE \_\_\_\_\_  
SECTION \_\_\_\_\_  
SUBJECT Driving  
Cross Craft

EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20260

January 18, 1977

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

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

Dear Mr. Wevodau:

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

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

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

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

Sincerely,