



MAINTENANCE DIVISION AMERICAN POSTAL WORKERS UNION, AFL-CIO

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Local Management Presents FY2015 LDC38 Reports Showing 90% of Line H Met! Really? --- Are they joking?! --- Have they no shame??!!

We are aware management has been padding the custodial hours recorded in LDC 38 in a blatant attempt to get out of their liability and obligations for staffing and scheduling in accordance with the July 9, 2014 MOU resolving MS-47 T/L-5. In particular Item #6 requires:

In facilities that are maintained by USPS custodians, upon the conclusion of each Postal Fiscal Year (FY), during October of the new FY, the total custodial work hours for the just completed fiscal year shown on the end of year report(s) for Labor Distribution Code (LDC) 38 (custodial work) will be compared with 90% of the custodial work hours shown on Line H of PS Form 4852. The results will be provided to and discussed with the Local APWU President or designee.

This is far more than simple notification. Instead of the Agency meeting its obligation of providing the above information local by local, the Agency is providing a district wide report.

As clarified in the questions and answers sent by Postal management, agreed to by the Maintenance Division, and sent on to Postal management:

26. Regarding item 6 of the July 9, 2014 MOU, when determining the LDC 38 work hours to be compared to Line H on the authorized PS 4852, is there are (an) agreed upon report to use?

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

A quick glance through management's proffered reports shows the depths of bad faith bargaining to which they will sink. The employer's supposed report reveals items that any lay person would say are simply and blatantly FRAUDULENT! One example lists a Post Office which has no maintenance custodians. Nevertheless, the Service assigned hundreds of LDC 38 hours to this office. Why -- we don't know -- APWU members in the office stated they have never performed *any* custodial work!

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Many Locals did a great job enforcing the requirement of FY2014 to staff and schedule our work, so you would think the Service would learn to change their ways. Nope – the employer awoke in June to the realization that they are still doing business as usual and have built up a large potential Line H liability. Time to cheat, steal, mislead and hide work hours in the reports.

The enforcement of the ‘Line H’ criteria, which benefits all of the APWU, does require effort on everyone’s part, including the custodial members that directly benefit the most. When members like you do get involved, the results are excellent – like the \$24,000 to the single custodian in an office in CA or the six figure resolution divided amongst a mid-size office in NJ or the \$6,000+ to each custodian in a large office in TX. And this was only for the 12 weeks covered in FY2014! There are many more outstanding examples across the country of local officers and members putting forth the effort and getting results. But we all realize that even fabulous results, like those obtained in CT, don’t by any means put the issue to rest.

The Service knows, understands and agrees that only LDC 38 hours calculated from the work identified in the staffing package and shown on Line H are valid for comparison purposes. Not every LDC 38 hour that can, either permissibly or fraudulently, be applied to an office is used for comparison. Nevertheless, local level management will cheat you out of the security and opportunity supplied by the T/L-5 agreement. They know the Union is not likely to catch all their nefarious actions. Each time they get away with this, they win and we lose. They were told to meet Line H “or else” and that’s what they will argue they did.

While we would love to report that for the next fiscal year there were zero Line H remedies applied, as that would mean we have all of our duty assignments and all of our work secured, no one is that naïve. For your boss to make his/her bonus, they must cut your work hours and duty assignment opportunities. Not because it saves any money (because it doesn’t) but because it meets a “goal” they have been given.

Your local needs to request from management all supporting documents that were used to create the LDC 38 compliance report. Interviews with custodians about their *actual* work must also follow. Please contact your Maintenance NBA and/or Regional Coordinator for specific reports needed for your installation and each facility in your installation. We also have much of this information posted on the APWU Maintenance web page.

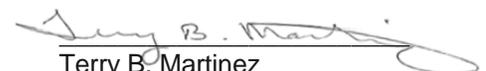
We worked hard coming up with an agreed to standard for staffing and work assignments and a **guaranteed** remedy. All that is needed is for you to reach out and secure it. Let’s put forth the effort and make this a Merry Christmas for all!!



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