

APWU

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Some Highlights of MS-47 TL-5 & PSE Conversion MOU

The MS-47 TL-5 is accepted (as it was modified during negotiations). There are two MMOs on Team Cleaning and Housekeeping Inspections that go along with this. Included in the accepted version is:

APWU enforcement of the staffing results

The prohibition against disciplining custodians

The use of Team Cleaning specialists -- Utility; Restroom; Vacuum; Light Duty

The requirement to include all duties custodians perform

Revised performance standards based on the ISSA 540 standard

An automatic penalty for failing to perform the custodial work determined at the end of the fiscal year.

Implementation rules, including that there will be no excessing (except for cross-section within the craft & installation - 12.5.C.4) of employees based on the change at a facility to the MS-47 TL-5.

The MS-47 TL-5 does result in a reduction in staffing at most locations. The actual impact varies, with a larger staffing reduction, in terms of number of positions, at the largest facilities. Smaller or no reduction occurs at the smaller facilities.

All Maintenance PSEs on the rolls, approximately 3,157, will be converted to career status within 30 days of July 9, 2014.

The conversion to career will be "in place" meaning they will be assigned to the duty assignment that is being covered.

Prospectively, the existing CBA provisions and MOUs covering PSEs are applied.

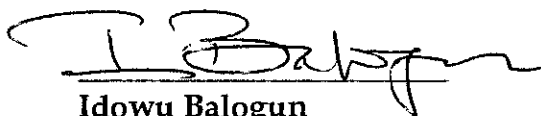
No additional PSE probation if completed 2 terms or is employed in one of the 10 identified sites currently under or going under TL-5.

MS-47 TL-5 can be implanted in 15 locations for FY2014 and 100 more for FY2015.

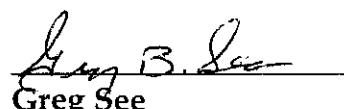
Until implementation of TL-5, the 1983 MS-47 TL-3 remains applicable.



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Time to Start a New Page of History

Back in 1983, the APWU and the USPS signed a 'Settlement Agreement' relating to a new version of the MS-47 Handbook which covers custodial work and staffing. This came after Arbitrator Gamser issued an award on the 1974 version of the MS-47 sustaining the Union's position that the MS-47 was not merely guidelines and was in fact enforceable criteria. The Service was set to publish it's own new document and the

Peace seemed to reign over the land of the custodian and most issues involving the MS-47 were resolved by mutual agreement. Over time, as people changed positions and roles and new management would come aboard with "new" ideas, more and more disputes went to arbitration. In the mid-1990s, the Postal Service served notice on the APWU of a new MS-47, but withdrew it shortly after. The parties continued to meet and agree on step 4 resolutions.

Then the Service tried having cleaning frequencies issued from the Area level to individual Post Offices. Shortly thereafter, the Service decided it need not clean up to the hours required by application of the MS-47 Handbook. Both of these issues were disputed by the National APWU. The first became known as the 'Cleaning Frequency Case' and the second as the 'Line J Case'.

Finally, in December 2001, immediately following the interest arbitration award (dated 12/18/2001) which set the terms of the 2000 Collective Bargaining Agreement, the Service did in fact issue a new MS-47. This too was challenged by APWU headquarters. This simply became known as 'The MS-47 Case'.

The Cleaning Frequency case award was issued on August 19, 2002 with the APWU being upheld. The Arbitrator awarded: "The Postal Service is directed to adhere to the requirements of the MS-47 Handbook consistent with those Findings." The Arbitrator ruled that higher levels of management could not dictate frequencies of cleaning to the local level.

The Line J case was next up with the award coming July 12, 2004 stating, "In sum, the Postal Service's obligation in a properly staffed facility is to abide by the criteria or standards established in the MS-47 for both unit performance as well as frequencies. The specific frequencies to be followed at a particular location are those specified on the PS 4852. The average weekly hours total shown on Line LI of PS 4852 is an approximate yardstick against which to measure management's compliance, but does not constitute a rigid obligation which cannot be deviated from."

Then came the big one -- the 2001 MS-47. Issued on November 16, 2006 in the midst of National negotiations for a new CBA, the Arbitrator ruled, "The Union's challenge to the revised MS-47 issued by the Postal Service in 2001 is sustained on the basis set forth in the above Findings." The Arbitrator found that the changes made by the Service in going from a staffing and scheduling agreement with the Union to a method that was based only on budgetary concerns could not be rectified by simply changing a few things here and there. He directed the Service to fully rescind the 2001 handbook and restore the 1983 MS-47. Later, on

January 8, 2008, the parties reached final settlement on the remedy with \$48M being distributed to custodial personnel.

Now, the Service rides again on the mantra of re-issuing a new MS-47. The difference this time is they learned from their past 'education'.

Via notice on December 11, 2011, the Service announced "*As a matter of general information the Postal Service is reconsidering the efficacy of its current Housekeeping processes.*" Pilot sites were being looked for to study new custodial cleaning methods and equipment using the ISSA 540 standard. We engaged and actually started laying the groundwork for what we believed would be a necessary arbitration. Several more notifications came in over time with somewhat different subject matter but all on the same basic issue, the Service was after a new MS-47.

The changes the Service put forth started and continued to be with emphasis on doing the job better. Making the facilities cleaner and having more healthful working conditions for everyone. They stressed the standardization of technics and work methods. Not to mention standardizing their procurement practices so that every installation would use the same cleaning agents to do the same job. This leverages their purchasing power and decreases the number of MSDSs that are maintained and the wide variation of chemicals, some hazardous, that custodians work with. The Service also opined their goal was to improve on the esprit de corps amongst custodians and that they wanted them to know the effort they put forth and the job they perform is important and appreciated. It is, of course, difficult to argue with any of that and in fact mirrors in some respects items the Union had previously stressed.

The Service's goal, as we believed it, was to cut the workforce, plain and simple. The Service hired consultants (ManageMen) to test and implement their pilot program. This included a method called 'Team Cleaning'. We met numerous times and were fully involved. A number of changes were made to the original notification on MS-47, TL-5 (TL = Transmittal Letter or the version of the handbook).

We weighed fully the prospects on succeeding, fully or in part, on an Article 19 challenge where the burden of proof on us is whether the changes proposed by the Service is "fair, reasonable and equitable." Intense negotiations continued resulting in keeping much of our current 1983 (TL-3) version history and many other protections for the bargaining unit. After much internal discussion and debate, we reached agreement on the new MS-47 and signed an MOU implementing it on July 9, 2014.

In the TL-5 version, much of the history of our struggles since the settlement agreement on the TL-3 version have been maintained. TL-5 is not a guideline, it is mandatory (Gamser). The frequencies must be adhered to and are developed locally. The staffing level is to be maintained. The work is required to be scheduled and performed. This and other items are all incorporated in the TL-5 version. Keeping or adding our history to the current handbook means our history is now our present.



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

Re: MS-47 TL-5 Implementation and Maintenance Craft PSE Conversions

The parties acknowledge their commitment to the orderly implementation of the MS-47 TL-5 upon release. The parties accordingly agree to the following understandings and provisions;

- 1) The United States Postal Service (USPS) and the American Postal Workers Union (APWU) jointly agree to the MS-47 TL-5 dated June 27, 2014 as written. A copy of that document is Attachment A to this Memorandum of Understanding (MOU).

The following Maintenance Management Order(s) (MMO), copies of which are Attachments B and C to this MOU, respectively, are accepted as written:

- Draft MMO mm14001af (MMO-001-14) Team Cleaning Tools and Equipment for Facility Custodial Cleaning
- Draft MMO mm14003ae (MMO-003-14) Housekeeping Inspection Techniques

The MS-47 TL-5 and the above referenced MMOs represent the agreed upon changes resulting from Article 19 discussions between the parties.

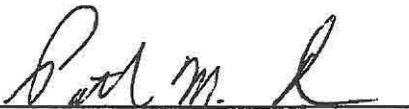
- 2) Except for those employees permitted to make a different choice by this paragraph, the USPS will convert "in-place" all current Maintenance Craft Postal Support Employees (PSEs) to career status, either to full-time regulars (FTRs) or part-time regulars (PTRs), consistent with the duty assignment the PSE currently works. These conversions will take place as soon as reasonably possible, but no later than within 30 days after the signing of this agreement. Any Maintenance PSE who has been converted prior to the date of this MOU or has made a selection of a duty assignment for conversion will have the choice of remaining in their present location and duty assignment or returning to the duty assignment they covered immediately prior to their conversion provided that duty assignment has not already been filled in accordance with Article 38. An employee who returns to a former installation under the terms of this paragraph will have the career status (FTR or PTR) they would have received had they been converted "in-place" as described herein and will receive seniority credit as if they had not left the former installation.
- 3) The complete conversion of all Maintenance Craft PSEs to career status in the Maintenance Craft pursuant to this MOU fully resolves all disputes at all levels regarding Maintenance Craft PSE cap violations in Function 3B including, but not limited to, all Maintenance examples cited in case Q10C-4Q-C 13126898 / APWU HQTG 20130201.
- 4) This MOU further satisfies item 3b of the Maintenance Craft – PSE Conversion to Career MOU dated March 28, 2014 and the reference therein to October 31, 2014 is moot. The remainder of that MOU and the pecking order for PSE conversion to career stated in the Conversion to Career MOU shall remain in effect and is hereby reconfirmed.
- 5) Maintenance Craft PSEs converted to career who have already served two full terms as a PSE will not be required to serve an additional probationary period after conversion to career.
 - a) This provision applies whether conversion is under this MOU or any other provision causing a PSE conversion to career. An exception to serving an additional probationary period is in the ten (10) already identified sites where converted PSEs working at those sites will not serve a probationary period regardless of whether they have completed two full terms as a PSE. A document listing those ten sites is Attachment D to this MOU. Further, any Maintenance PSE converted to career who does serve an

additional probationary period is not to be separated due to "lack of work" during their probationary period.

- 6) 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. Falling short of 90% of the work hours shown on PS Form 4852 Line H will result in compensation for each hour short of 90% of the hours on PS Form 4852 Line H paid at the overtime rate to the custodial employees who will be identified in writing by the APWU Local Union. The APWU Local Union will determine the appropriate custodial employee(s) to compensate. In the fiscal year of the MS-47 TL-5 implementation, the period shall be prorated for the time MS-47 TL-3 PS Form 4852 was in effect and the time MS-47 TL-5 PS Form 4852 was in effect. Where staffing changes have been made during the course of the fiscal year, the final Line H hours of the PS Form 4852 to be considered for comparison at the end of the FY shall be the sum of the hours shown on each PS Form 4852 Line H prorated for the period each of the staffing packages were in effect during the FY. The 90% of Line H work hours is not intended to permit the staffing level for the individual facility (e.g. a station, branch, VMF, annex, etc.) covered by the PS Form 4852 to be below the number of employees shown on the PS Form 4852. Where a custodial duty assignment works at more than one facility, the local parties are to agree on how to apply the work hours.
 - a) Further in any facility where the facility has fallen short of the 90% of work hours on PS Form 4852 Line H for a FY and in the succeeding Fiscal Year comparison, the facility is again short of achieving the 90% of work hours on PS Form 4852 Line H, the payments made under this paragraph will then be equal to the difference between the custodial work hours shown on the end of year report(s) for LDC 38 and 100% of the work hours shown on PS Form 4852 Line H for that Fiscal Year. (after prorating if applicable).
 - b) Compensation at 100% of work hours reflected on the PS Form 4852 Line H calculation will only occur when the facility has failed to achieve the 90% threshold in successive, consecutive years but shall continue at the 100% level until the facility has achieved 90% of the work hours in a fiscal year. For subsequent failure to reach the 90% of work hours on the PS Form 4852 the process described herein repeats.

Note: PS Form 4852 Line H shall be pro-rated for any period that the facility had to suspend operations on account of an emergency, disaster or otherwise of an Act of God.
- 7) Installations where the MS-47 TL-5 has as yet not been implemented, the USPS may hire Maintenance Craft PSEs within the applicable cap and assign them to the hours and days off of a residual vacancy which the Service declares as a held pending reversion duty assignment. A duty assignment may be declared as held pending reversion after the Service has notified the Union of the intent to implement the MS-47 TL-5 at that facility and after an initial work loading has been completed indicating reduced custodial staffing. Until the implementation of the MS-47 TL-5 with its approved staffing package, the installation, for the purpose of applying paragraph six (6) above, Line H from MS-47 TL-3 PS Form 4852 will be used (see item 11 for placing residual vacancies existing on the signing of this MOU as held pending reversion).
- 8) Upon implementation of MS-47 TL-5 in a facility, duty assignments may be reverted provided the staffing level does not go below that required by MS-47 TL-5.
- 9) All LDC 38 work hours, career and PSE count towards PS Form 4852 Line H hours.
- 10) Staged implementation of MS-47 TL-5:
 - a) The USPS and APWU agree to implement the MS-47 TL-5 dated June 27, 2014 and its cleaning procedures at no more than 15 facilities during Fiscal Year (FY) 2014 (for purposes of this MOU only a "facility" is a single site or location which has its own PS Form 4869, PS Form 4839 and PS Form 4852). By the end of FY 2015 no more than 100 facilities shall have the MS-47 TL-5 cleaning procedures implemented. (This number 100 includes facilities, where the MS-47 TL-5 was implemented in FY 2014). The implementation in the remaining facilities shall be completed thereafter.

- b) For purposes of this MOU no involuntary reassignments (excessing), except for actions taken under Article 12.5.C.4, may occur due to the implementation of MS-47 TL-5 at any installation.
- c) The parties understand that until the Service implements MS-47 TL-5, the MS-47, TL-3 version is applicable to the facility. Outside of item 6 above, this settlement is not intended to nullify or modify any prior headquarters agreements, settlements or awards in which the 1983 MS-47 was an issue.
- 11) Custodial duty assignments which are vacant upon the signing of this MOU, and which are not being covered by Maintenance Craft PSEs or committed for employee transfer may be declared as held pending reversion or reverted, if reversion is otherwise permitted under Article 38.4, within 120 days of the signing of this MOU. The work hour requirements of item 6 above must still be met. Duty assignments declared as held pending reversion under this item will be counted toward the staffing level for the facility under the MS-47 TL 3. Duty assignments declared as held pending reversion under this item may be filled by a PSE if allowed within the applicable PSE cap.
- 12) After the date on which this MOU is signed, a vacant custodial duty assignment in an installation which has not implemented the MS-47 TL-5 may be reverted only in accordance with Article 38 or placed in held pending reversion based on this MOU (see item 6 above) and only then provided the applicable PSE cap is not exceeded.



Patrick M. Devine
Manager, Contract Administration (APWU)
United States Postal Service

Date: 7-9-14



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

Date: 7/9/2014

Note: APWU Maintenance Division concurs
Steve Raymer, Director
8/6/2014

From: [LeFevre, Terry C - Merrifield, VA](#)
To: [#LR Area Mgrs](#)
Cc: [Devine, Patrick M - Washington, DC](#); [Bunnell, Thomas A - Greensboro HR Shared Srv Cntr](#); [Bratta, Dominic L - Merrifield, VA](#); [Coffey, Todd C - Washington, DC](#); [Dean, Rickey R - Washington, DC](#); [Adona, Jacqueline D - Washington, DC](#); [Virk, Vijay V - Washington, DC](#); [Brenker, Robert C - Washington, DC](#); [Steven Raymer](#)
Subject: RE: Revised - Expanded Q & As re: MOU MS-47 TL-5 Implementation and Maintenance Craft PSE Conversion
Date: Wednesday, August 06, 2014 3:02:41 PM
Attachments: [MS-47 Additional Q & A 08062014 1455.docx](#)

All,

Attached are the latest agreed upon Q & A's. Q. #28 has been added further clarifying Q. #1. Please use the file attached as the most recent guidance

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From: LeFevre, Terry C - Merrifield, VA
Sent: Monday, August 04, 2014 1:05 PM
To: #LR Area Mgrs
Cc: Devine, Patrick M - Washington, DC; Bunnell, Thomas A - Greensboro HR Shared Srv Cntr; Bratta, Dominic L - Merrifield, VA; Coffey, Todd C - Washington, DC; Dean, Rickey R - Washington, DC; Adona, Jacqueline D - Washington, DC; Virk, Vijay V - Washington, DC; Brenker, Robert C - Washington, DC; "Steven Raymer" (sraymer@apwu.org)
Subject: Revised - Expanded Q & As re: MOU MS-47 TL-5 Implementation and Maintenance Craft PSE Conversion
Importance: High

All,

Former Question #26 regarding the acceptability of the August 9 conversion date has been removed as we have not mutually agreed on the answer. Please use this file version of the Q & A for reference to mutually agreed responses.

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MS-47 Maintenance MOU Questions

1. Are PSE conversions to newly created positions that will match current PSE schedules that exceed the current authorized custodian staffing considered UAR positions? If they are considered valid, full time regular or part time regular placements that are part of current MS-47 staffing, do the newly created positions need to be posted to the installation per the contract?
 - A. PSEs should be considered as assigned to the position they are converted into. These jobs are not to be posted for bid except in accordance with Article 38. They are considered "filled" by the PSE that was converted.
2. Does this MOU eliminate the need for conversions based on District and/or Installation seniority registers for the purpose of converting PSE custodians on the rolls prior to the signing of the MOU?
 - A. Conversions that have occurred and resulted in a scheduled reporting date (award) should be completed. Further conversions as required by the March 28 MOU up to October 31 are no longer required and remaining PSEs will be converted IAW the July 9, MOU Re: MS-47 TL-5 Implementation and the Maintenance Craft PSE Conversions. Per item 4 of the July 9 MOU, the *remainder* of the March 28, MOU including provisions for career conversion remain in effect. Also see answer 12 below.
3. If there are more residual positions, FTR/PTR, than there are PSE custodians in an installation, will the remaining residual positions be filled by in-service registers and other means per the JCIM (Item 7B forward)? Must they be held pending reversion or can the position be reverted if these positions are not authorized under the current MS-47?
 - A. Remaining residual vacancies may be filled IAW Article 38 and the pecking order established in the JCAM and the March 28, Maintenance PSE Conversion MOU, or may be reverted or held pending reversion IAW Article 38 or the MOU Re: MS-47 TL-5 Implementation and the Maintenance Craft PSE Conversions.
4. If a position is held pending reversion, is there a requirement to cover this position with a PSE hire as long as there is room within the cap? If there is no room within the cap, what other options are permitted under the MOU?
 - A. When a position held pending reversion remains required as part of the current staffing package it may be covered with a PSE if there is room in the cap. (See MOU #11) If there is no room within the PSE cap to cover a required position the position should be filled IAW Article 38, JCIM and applicable MOU's.
5. The MOU indicates PSEs converted to regular will have the option to return to their former installation/position, if the position is still available. Would the starting point for these reviews be conversions done on or after March 20, 2014?
 - A. Yes
6. The Area has two Districts that provided the required local notification to the APWU for excessing to the needs of the section based on recent WHEP's. This occurred prior to July 9, 2014. Higher level impacted occupational codes, including MOS clerks, were to be offered lower level residual custodian positions in these offices. Will we be continuing with the excessing within the installation and within the craft and holding residual positions for the excessing? How will the Districts be handling the PSE custodian conversions in these installations if excessing is to continue within the installation? Would the PSE's be converted to UAR schedules until the excessing is completed?
 - A. This should not impact plans to excess other occupational groups except by reducing the number of available custodial vacancies.

7. If an installation is under the MS-47 TL-3 authorized staffing and there are residual positions that exceed that authorized staffing, does Item 11 of the MOU give the installation the ability to revert these positions as long as the reversion occurs within 120 days of the signing of the MOU?
 - A. *Remaining* residual vacancies that are in excess of the required staffing may be reverted. See item 11 of the MOU.
8. By "in place" conversions, this means there will be no preferencing by seniority for residual positions within an installation correct?
 - A. There will be no seniority consideration for different assignments as a result of the conversion. Subsequent bidding will be IAW the posting and filling of positions per Article 38.
9. How are we to handle a custodian PSE that does not have a regular schedule for conversion purposes?
 - A. The parties will need to make that determination locally. PSE's should be covering duty assignments.
10. If the Custodian PSE schedule includes work in more than one installation with no more than 30 minutes of unpaid travel time per the Maintenance MOU for insourced work, is it a local determination for assignment of the position for the purpose of the MS-47? And how will that be credited for the 90% threshold when the installations are moved to the new model?
 - A. Conversion to career does not necessarily impact these assignments. The work hours will be reported as agreed to by the parties per item 6 in the MOU.
11. Are Custodian PSE's allowed to decline the "in place" conversions?
 - A. No
12. Under Item 2, any PSE who "has made a selection of a duty assignment for conversion", would this include preferencing selections that had been made but not yet finalized by HQ's through the due diligence process and so not yet communicated to the employee?
 - A. Employees who have already been assigned and reporting, or scheduled or expected to report, may exercise their right under item 2.
13. Will disputes that arise over this MOU continue to go through the ADR process currently in place if a local solution cannot be reached?
 - A. Yes
14. Are PSEs in the "1500" offices that were insourced to be included in the conversion to career?
 - A. Yes
15. Are the PS Form 4852 Line H calculations outlined in Item 6 of the MOU in effect for FY 2014?
 - A. Calculations for Line H should be prorated from July 9 through the end of FY 2014.
16. Does the term "in-place" mean "installation" or actual duty assignment/schedule the PSE is working?
 - A. For the purpose of this MOU "in-place" means the location and actual duty assignment being covered or if not in a specific duty assignment the schedule the PSE was assigned.

17. If we have residuals for placement of the PSEs in the installation, do we canvas the PSEs for their preference?
- A. No. PSEs converted under this MOU do not preference except as provided in Item 2 of the MOU.
18. If a PSE was converted based on the March 28 PSE Conversion MOU and they elect to return to their former assignment as provided in Item 2 of the MOU, but they were not covering a duty assignment in the former installation, do they select a residual duty assignment, and what if there are none?
- A. The employee is placed in the schedule they were assigned, and in the appropriate career category based on that schedule as provided in Item 2 of the MOU.
19. How long do we allow a converted PSE to decide on whether or not to return to the former assignment?
- A. Management will canvas PSE converted under the March 28 MOU. The PSE must indicate a preference when canvased.
20. A current PSE schedule is different than a residual position in the same installation - do we create an additional position for placement of the PSE or can the PSE be placed into the residual position containing the different schedule?
- A. For the purpose of this MOU "in-place" means the location and actual duty assignment being covered or if not in a specific duty assignment the schedule the PSE was assigned.
21. 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?
- A. One designated union official may be on "steward time" to observe development of the staffing package.
22. Can PSEs be converted to career in any other bargaining unit jobs e.g. Group Leader Custodial, or Building Maintenance Custodian?
- A. No
23. Will Maintenance PSEs in small offices who worked non-custodial related hours in excess of the MS-47 earned hours for the office(s) they were assigned have those non-custodial hours included in their schedule?
- A. No.
24. Do current career employees have the right to bid on residual vacancies and schedules the PSEs are initially given upon PSE conversion to career IAW this MOU prior to the PSE conversions?
- A. No.
25. Can a newly converted PSE who was not covering a residual vacancy and was working hours and non-scheduled days not matching a vacant residual duty assignment be made Unassigned Regular (UAR) and scheduled for the hours and days off they were actually working as a PSE?
- A. Yes
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 agreed upon report to use?
- A. The LDC 38 work hours can be shown by whichever report, or combination of reports, will be 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.

27. Regarding question #13 above. Will all issues go through the ADR process if unable to be resolved locally?

A. Only issues related to the PSE conversions are expected to be resolved through the ADR process.

28. Can you provide further clarification of question #1 above?

A. Regarding question #1 above. For further clarification, if a PSE is converted and placed in a previously existing (on the PAR) duty assignment which they were "covering", they are assigned to that duty assignment and it is not available for posting and bidding except in accordance with Article 38 (Example 38.4.A.4). Where a PSE was not covering (working in) a specific duty assignment they may become an Unassigned Regular, and be given the schedule they were actually working. Immediately (if addressed in the LMOU, the next posting cycle, otherwise 14 days) after the PSE's have been converted per this MOU, **all** existing vacant and residual PS-4 Laborer Custodial duty assignments will be posted for all eligible employees within the occupational group within the bid cluster and filled by PAR. Current employees and newly converted former PSE employees will all have the opportunity to PAR. Any remaining Unassigned Regulars may be assigned IAW 38.5.A.8.

August 6, 2014