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## American Postal Workers Union, AFL-CIO

Jimmie Waldon, Assist. Dir.    Idowu Balogun, Director    Terry B. Martinez, Assist. Dir. B

### New MS 1 Settlement and Implementation

The attached MS-1 Step 4 settlement, dated August 08, 2019 stated in part:

- *Maintenance work in stations and branches transitioning to Field Maintenance Operations (FMO) as a result of the MS-1/TL-6 will continue to be performed by employees currently performing those duties until adjustments occur resulting from attrition. When attrition at the installation results in a staffing level below the authorized complement, management may determine the occupational group of the employee(s) that will continue to perform the work in the stations and branches.*
- *The parties agree that due to the transferring of maintenance work of stations and branches from plant maintenance to FMO, the FMO authorized staffing may increase in order to provide maintenance for the stations and branches. For FMO staffing increases that exceed the available plant LDC 37 positions that were providing maintenance for the stations and branches within the FMO coverage area, those positions shall be posted and filled under the FMO in accordance with Article 38 and the Joint Contract Interpretation Manual (JCIM).*
- *The Postal Service will publish the final versions of MS-1 TL 6 and MMOs on August 8, 2019.*

#### BACKGROUND

In May 2016, the Postal Service issued a new MS1 TL 5, proposing draconian changes to the then current MS1 TL 4 Handbook. The APWU filed a dispute, Idowu Balogun was the assigned case Officer. In 2017, Arbitrator Goldberg concluded the dispute by remanding the case back to APWU and USPS to resolve.

(The Agency issued MS 1 TL 6 while we were still meeting in MS 1 TL 5.)

#### Arbitrator Goldberg September 13, 2017 Remand:

The issues of whether the revisions to the MS-1 dealing with (a) preventative maintenance time allowances and frequencies, and (b) space adjustments and miscellaneous work time allowances violated Article 19 are remanded to the parties. As part of that remand, I shall direct the Postal Service to provide the Union with all data and data analysis collected by the Review Team, including Mr. Bratta, relating to appropriate allowances for (a) preventative maintenance time and frequencies; (b) space adjustment and miscellaneous work. (If the parties wish to jointly validate appropriate allowances, they are encouraged to do so.) If this exchange of information does not lead to agreement, either party may request the Arbitrator to reopen the hearing, which that the proposed revisions in (a) preventative maintenance time allowances and frequencies; (b) space adjustment and miscellaneous work allowances are fair, reasonable, and equitable, it cannot prevail with respect to those proposed revisions.

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August 8, 2019

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

**Re: Q10T-4Q-C-14171644 / Q10T-4Q-C-16481407 and Handbook MS-1, TL-5 and TL-6 Revisions and Related Maintenance Management Orders**

Dear Mr. Balogun,

The parties met on multiple occasions to discuss revisions to the Handbook MS-1/TL-5, the MS-1/TL-6 (Operation and Maintenance of Real Property), and related Maintenance Management Orders (MMOs) and to resolve any outstanding issues arising from the 2017 arbitration award in case nos. Q10T-4Q-C-14171644 / Q10T-4Q-C-16481407 (MS-1/TL-5 version was never published).

1. Review of MS-1/TL-6 and related MMOs:

- A. In accordance with the parties' February 27, 2018, Agreement *RE: Q10T-4Q-C 14171644/Q10T-4Q-C 16481407 MS-1 Handbook Revisions* (Feb. 2018 Agreement), the parties agree on the following work hour allowances to be incorporated in the MS-1/TL-6 and its related MMOs:
  - i. The percentage of time allocated for Miscellaneous Work Hours, which includes Space Adjustments, will be 8% and applied to the Preventative Maintenance 4896 and 4896A (columns C and D on the 4893).
  - ii. Corrective Maintenance/Misc (column H on the 4893) is calculated at 8 hours per 1000 square feet.
  - iii. The Preventative Maintenance time allowances and frequencies discussed and mutually agreed upon by the parties.
- B. The Postal Service will publish the final versions on August 8, 2019. Any conflict between the work hour allotments and frequencies in the final publications and those agreed-upon in accordance with the February 2018 Agreement will be resolved by using the work hour allowances and frequencies agreed to in the February 2018 Agreement:
  - i. Handbook MS-1, Maintenance Series Handbook, TL-6;
  - ii. MM0 -99-18, Guidelines for Transitioning Station/Branch Building Equipment Maintenance to Field Maintenance Operations;

- iii. MMO-100-18, Guidelines for Creating Detailed Local Building and Building Equipment Maintenance Preventative Maintenance Checklists;
  - iv. MMO-101-18, Guidelines for Creating Detailed Local Building Equipment Emergency System Operational and Preventative Maintenance Checklists; and
  - v. MMO-102-18, Electronic Work Hour Estimator.
2. **Transfer of Maintenance Work in Stations and Branches from Plant Maintenance to Field Maintenance Operations**
- A. Maintenance work in stations and branches transitioning to Field Maintenance Operations (FMO) as a result of the MS-1/TL-6 will continue to be performed by employees currently performing those duties until adjustments occur resulting from attrition. When attrition at the installation results in a staffing level below the authorized complement, management may determine the occupational group of the employee(s) that will continue to perform the work in the stations and branches.
  - B. The parties agree that due to the transferring of maintenance work of stations and branches from plant maintenance to FMO, the FMO authorized staffing may increase in order to provide maintenance for the stations and branches. For FMO staffing increases that exceed the available plant LDC37 positions that were providing maintenance for the stations and branches within the FMO coverage area, those positions shall be posted and filled under the FMO in accordance with Article 38 and the Joint Contract Interpretation Manual (JCIM).
  - C. For fiscal year 2020 only, FMO staffing including positions from the plant assigned to FMO, will be calculated based on the number of positions for the prorated square footage of the stations and branches being serviced.<sup>1</sup> This FMO staffing will be reevaluated after fiscal year 2020 through an analysis of the assigned FMO historical data. In order to minimize the dislocation and inconvenience to employees, however, the parties agree that staffing adjustments that would require a reduction in FMO staffing will occur no sooner than October 2021.
  - D. When a new plant eWhep staffing package is approved and additional positions are required in the FMO to provide maintenance for the stations and branches, when the existing plant LDC37 complement is above the authorized level and there are no additional positions to move to the FMO, management can revert vacant plant LDC37 positions that are in excess of their authorized complement, determine the occupational group of the employee(s) that will continue to perform the work in the stations and branches, and post duty assignments under the FMO to accommodate the necessary maintenance of the stations and branches.

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<sup>1</sup> Prorated square footage is calculated as the total FMO facility square footage currently maintained by the FMO, divided by the total FMO FTEs complement to determine the FMO FTEs per square foot. Then take the station and branch square feet and divide it by the FMO FTEs per square foot to determine the number of additional positions to perform maintenance in the stations and branches under the FMO group.

- E. Promptly upon an MS-1/TL-6 and eWhep staffing package receiving final approval, a copy of the approved staffing package will be provided to the appropriate Local APWU President and/or designee.
3. All outstanding regional cases that are being held pending this Agreement or the outcome of case nos. Q10T-4Q-C-14171644 / Q10T-4Q-C-16481407 are returned to the field for resolution, including arbitration if necessary, in accordance with the above.



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