

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

RE: Q10T-4Q-C 13063874
APWU #: 2012MS1-01
Washington, DC

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 filed by the USPS by letter dated January 23, 2013. Specifically, the issue herein involves: Does the designation by the Service of any particular installation as non-maintenance capable permit the excessing of existing Maintenance Craft employees under Article 12.

The parties agree as follows:

The designation of any installation as non-maintenance capable is not a basis or reason for the involuntary reassignment (excessing) of current Maintenance Craft employees.

Where Building Equipment Mechanics (BEM) were excessed due to a facility being considered by management as non-maintenance capable, an equal number of BEM duty assignment(s) will be reestablished, using MS-1 procedures, and made available exclusively for retreat of the excessed Building Equipment Mechanic(s). Duty assignments will be established within 30 days of the signing of this agreement. Employees choosing to retreat do so at their own expense and choose from available assignments based on their seniority. Vacant duty assignments not retreated to may be reverted in accordance with Article 38. These BEMs may work in support of Field Maintenance at other installations.

Additionally, BEMs who were excessed from their former installation and/or craft will be compensated with payment of \$2,700 each, irrespective of current duty assignment or exercise of retreat right.

Any cases held pending this dispute shall be released and processed in accordance with Article 15 and the above. The remedy set forth herein is a one time, non-precedent setting remedy to the specific issue raised in this case as it applies to BEMs. The regional parties, or an arbitrator, may follow but are not bound to applying the above BEM remedy to timely filed disputes where other occupational groups are involved. The appropriate remedy for CBA violations such as excessing

an employee based on the Service declaring an installation as 'non-maintenance capable' will be based on the local fact circumstances.

This remedy is related solely to building equipment maintenance, LDC 37. In the event the BEM is re-established as the only higher level duty assignment in an office with only custodial Maintenance employees, the parties agree that section 110, Scope, of the MS-45 Handbook may be applied if the BEM fails to retreat or subsequently vacates their duty assignment. If this occurs, the Local Union may request verification that the appropriate work hours have been transferred to the respective Field Maintenance Office.

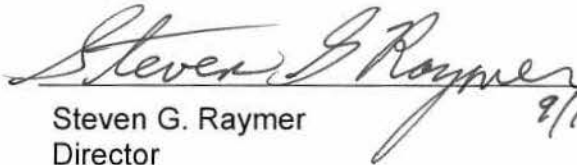
This settlement does not preclude changes in staffing that may result in complement adjustments that are consistent with the provisions of the Agreement.

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

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

9/15/2014

Date: September 12, 2014