



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

February 5, 2008

To: Local Presidents
Local Maintenance Craft Directors

Maintenance Division

Steven G. Raymer
Director

Gary Kloepfer
Assistant Director 'A'

Gregory B. See
Assistant Director 'B'

Idowu Balogun
National Rep @ Large

(202)- 842-4213 (Office)
(202)- 289-3746 (Fax)

Subject: Settlement Agreement; MS-47 remedy

We are pleased to enclose one of the most significant settlements affecting the Maintenance Craft. The MS-47 remedy settlement finalizes the custodial bargaining unit award by Arbitrator Shyam Das in case number Q98C-4Q-C 02013900. A description of the award follows but first a point of reference and understanding needs to be made regarding the distribution of the monetary portion of the settlement.

Only those employees in the harmed occupational groups, as identified in item 5 of the settlement, on January 29, 2008 will receive the \$2,700.00 payment. If a member left the harmed occupational groups prior to January 29th, e.g. promotion, retirement, etc., then they would not be eligible for any payment under the terms of the settlement. This decision was made at this level based on prior APWU settlements which limited the scope of the employees receiving a financial remedy or a portion of a remedy. It was not our intent, nor did we have the resources, to remedy each person that occupied one of the identified bargaining unit positions between December 31, 2001 and January 28, 2008. As such, our decision was made in the best interest of the harmed bargaining units as well as the Union. While individuals may believe they were slighted by the terms of the settlement, the case was not about individual losses, rather it was about a loss to the Union and our bargaining units.

Our grievance protesting the 2001 MS-47 was not a "rights" case per se, rather it was a case which we established the unilateral abridgement of a prior headquarters settlement agreement as well as an Article 19 grievance in which we protested the changes made by the Postal Service as not being fair, reasonable and equitable. We sought a remedy demanding the restoration of the 1983 MS-47 Handbook including a remedy for the bargaining unit. During remedy discussions with the Postal Service it was determined that the harm to the APWU was the reduction of bargaining unit positions, as our case did not identify an individual Full-Time Regular that had been harmed. We could identify Part-Time Regulars as being individually harmed (their actual hours were reduced) and we are confident that those PTRs that were affected will be compensated appropriately at this level. Thus, the financial remedy was formulated in part on the premise that the USPS, in violation of our CBA, financially enriched itself by the refusal to employ new custodial employees and improperly reducing the size and scope of our bargaining unit. The final settlement language was achieved through negotiations for which the Postal Service needlessly delayed.

National Executive Board

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President

Cliff "C. J." Guffey
Executive Vice President

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Secretary-Treasurer

Greg Bell
Industrial Relations Director

James "Jim" McCarthy
Director Clerk Division

Steven G. "Steve" Raymer
Director, Maintenance Division

Robert C. "Bob" Pritchard
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Regional Coordinators

Sharyn M. Stone
Central Region

Mike Gallagher
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Bill Sullivan
Southern Region

Omar M. Gonzalez
Western Region

Due to the delay we will recap the Arbitrator's award:

UNION POSITION

The Union contended that the revised 2001 MS-47 Handbook violated Article 19 of the National Agreement. In the Union's view, it was a complete nullification of the parties' contractual agreement to the terms of the 1983 MS-47 and unravels the very compromise and consideration that agreement embodied. Changing the MS-47 as the Postal Service had done eliminated the consideration the Union gave in order to agree with the Postal Service on the principles, terms and language of the 1983 MS-47.

As a remedy, the Union requested that the arbitrator direct that the revised MS-47 be rescinded and the 1983 MS-47 be retroactively reinstated in its place, and that the bargaining unit be made whole for any harm from the Postal Service's application of the 2001 MS-47. The Union argued that the retroactive reinstatement of the 1983 MS-47 is the only sensible remedy because the terms of the MS-47 work in tandem and cannot be rationally separated. Nor is it the role of the Arbitrator to rewrite the handbook for the parties from the parts of the MS-47, new and old, that the Arbitrator thinks are less objectionable.

EMPLOYER POSITION

The Postal Service insisted that the changes to the MS-47, where they exist, fully satisfy Article 19. The standard of review is whether the changes are "fair, reasonable, and equitable". In addition, the changes must not be inconsistent with the National Agreement.

ARBITRATOR DAS' AWARD

The 2001 MS-47 was not fair, reasonable, and equitable, for purposes of Article 19. This is not a matter of a few portions of the revised MS-47 not meeting that standard, but is based on the major changes made to key parts of the basic structure of the Handbook.

Under the circumstances, it is appropriate that the Postal Service be directed to:

1. rescind the 2001 MS-47,
2. reinstate the 1983 MS-47,
3. to reinstate or prepare staffing packages as soon as practicable.
4. As the Postal Service has stressed, the building inventories still are in use and the performance standards have not been changed.
5. Prior staffing documents based on the frequencies determined by the appropriate level of management under the 1983 MS-47 presumably still exist, and can be revised under that Handbook where needed.
6. Whether any remedy is appropriate for the intervening period since implementation of the 2001 MS-47, and, if so, what it should be, is a matter remanded to the parties for further discussion.
7. The arbitrator retains jurisdiction over that aspect of the remedy.

The award was issued November 16, 2006 coinciding with the then current National negotiations for a new National Agreement. After ratification of the CBA, the parties met and the Union concluded the Service had no genuine interest in resolving the remedy issue. Under the Arbitrator's retained jurisdiction, the parties presented their cases. Afterward, the parties engaged in serious discussion on resolution and the enclosed settlement, signed January 29, 2008, is the result.



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Remedy Settlement on Case Q98C-4Q-C 02013900 (MS-47)

Maintenance Division

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Gary Kloepfer
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Item 1. Requires local management to provide a completed custodial staffing package within 30 days. Staffing and scheduling must be done in accordance with the 1983 MS-47. The issue of what constitutes timely compliance with an award is not affected.

Item 2. Requires the Local Union is entitled to all information used to develop a custodial staffing and includes a list of the Forms (e.g. 4869 Building Inventory; 4839 Custodial Scheduling Worksheet; 4852 Workload Analysis). This is intended to remove the potential for any dispute over release of information. With items 1 & 2, local management is aware of what they have to do and by when and what information the Local Union may request.

Item 3. Preserves the right of Local Unions to file grievances on the staffing and scheduling packages. Even if such custodial package was prepared earlier and the Local was aware of it, the USPS cannot raise any timeliness arguments in the grievance process. Also provided is that any monetary remedy during the period of December 31, 2001 through February 28, 2008 is covered by this settlement but increases in staffing are permitted during this period. Specifically reserved for Locals to pursue is any applicable remedy which is for time periods outside the above, for instance for a grievance filed prior to 2002 a monetary remedy applicable up until December 31, 2001 may be sought.

Item 4. If the staffing package (ref: item 1) indicates additional positions than presently employed, these must be posted prior to March 29, 2008. The date represents the first 30 days to provide the staffing package and then the Article 38 requirement to post vacancies within 30 days. Remember that employees must have new Preferred Assignment Selection Forms completed. Note that these jobs must be filled as required by the CBA.

Item 5. This is the monetary portion and provides that "every employee" (irrelevant whether part-time or full-time) in the listed occupational groups on January 29, 2008 will be paid \$2,700. The date by which payment must be made is April 18, 2008 which is the pay day for three pay periods from the date of signing. Those who are 'pending qualification' (ref: Article 38.5.C.3) for promotion are included as per their PS Form 50 on January 29, 2008. Those with saved grade are also covered here.

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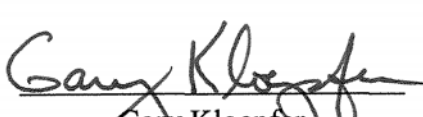
Omar M. Gonzalez
Western Region

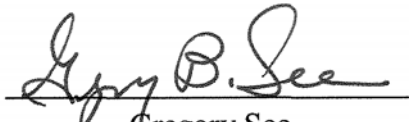
February 5, 2008

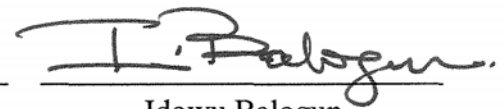
- Item 6. All grievances in which the 2001 MS-47 is the issue which request a remedy which is solely within the December 31, 2001 to February 28, 2008 shall be administratively closed. Grievances with remedy outside this time frame can be resolved or processed. A major exception is if the issue in the grievance is subcontracting. The subcontracting issue brings in CBA provisions, initially, which are different than the MS-47. Any and all applicable staffing, scheduling and/or monetary remedy remains applicable to subcontracting cases. Also, existing grievances involving the reduction of part-time regular work hours are not resolved.
- Item 7. Covers the PTR grievances that have already been filed. These run the gamut from a one hour per week cut to a thirty plus hour per week cut. These cuts resulted in actual monetary loss of income which can be quantified. A set aside of \$1.75 million is to be applied by the HQ parties in resolving these grievances. PTRs covered by this item will have received the \$2,700 from item 5. Whether the previous PTR duty assignment is restored will depend on the staffing package from item 1 and any subsequent challenge by the Local Union.
- Item 8. In the event local conditions changed (ref: MS-47) sufficient to support a management reduction in staffing there will still be no excessing outside of the Maintenance Craft as a result of this settlement.
- Item 9. Is noteworthy as it requires all new duty assignments and the resulting vacancies from the posting(s) shall be filled. Local management cannot engage in the post and revert the next one game.
- Item 10. A noteworthy item which maintains the continuity of the Maintenance Craft's long history with the 1983 MS-47.

Yours in union solidarity,


Steven G. Raymer
Director


Gary Kloepfer
Asst. Director 'A'


Gregory See
Asst. Director 'B';


Idowu Balogun
National Rep @ Large

Enclosure

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

RE: Q98C-4Q-C 02013900
Washington, DC 20260-9998

Dear Mr. Raymer:

Recently, we met to discuss the remedy applicable to Arbitrator Das' November 16, 2006 decision in the above captioned grievance.

This resolution concerns custodial staffing and scheduling and the 1983 MS-47. The parties agree as follows:

1. Arbitrator Das in the above captioned case, directed the Postal Service to rescind the 2001 version and to reinstate the 1983 MS-47 handbook. In reinstating the 1983 MS-47, the Postal Service will complete within 30 days of the signing of this agreement the custodial staffing packages which determine custodial staffing and scheduling of work. The custodial staffing package(s) will be prepared according to the principles of the 1983 MS-47. This is without prejudice to the position of either party regarding any issue of timely compliance with the reinstatement of the 1983 MS-47.
2. The Local union is entitled to all information relied upon in developing the custodial staffing package(s) referenced in Item #1 above, including forms 4869, 4839, 4851, 4776 and 4852 as well as e-MARS reports.
3. Local Unions may challenge the completed custodial staffing package(s) referenced in Item #1 above and the Postal Service will not raise timeliness as an issue where staffing has changed during the intervening period between December 31, 2001 and 30 days following the date of the signing of this agreement. However, in the event of a finding by an arbitrator of a violation, the sole remedy during this intervening period shall be increased staffing. All monetary issues concerning staffing have already been remedied by payment of the amount in Item #5, below. Remedy which may be applicable outside this intervening period (December 31, 2001 and 30 days following the date of the signing of this agreement) is suitable for a regional arbitrator's decision.
4. In facilities where the staffing package results in additional custodial positions than presently on the rolls, these additional positions shall be

posted by notice of intent within 60 days of the signing of this agreement and filled in accordance with the Collective Bargaining Agreement.

5. In full and complete resolution of this case, except as indicated in Item #7 below, the parties agree that purely for the purposes of resolution of this case, every employee occupying a duty assignment in the following job titles and occupational codes on the rolls on the signing of this agreement, shall be paid a lump sum of two thousand seven hundred dollars (\$2,700.00). The distribution of such money to employees shall be accomplished no later than April 18, 2008:

JOB TITLE	OCC CODE
LABORER CUSTODIAL.....	35021019
CUSTODIAN	35660001
LABORER CUSTODIAL.....	35660002
LABORER CUSTODIAL.....	35660003
LABORER CUSTODIAL.....	35660004
CUSTODIAN	35660006
GROUP LEADER, CUSTODIAL	350101XX
LABORER CUSTODIAL.....	350203XX
LABORER CUSTODIAL.....	350203XX
LABORER MATERIALS HANDLING	350214XX
WINDOW CLEANER.....	354001XX
CLEANER	356501XX
CUSTODIAN	356604XX
CUSTODIAL LABORER C	356607XX
BUILDING CUSTODIAN	474906XX
BUILDING MAINTENANCE CUSTODIAN...	474910XX
FIREMAN	540201XX
FIREMAN LABORER.....	540202XX

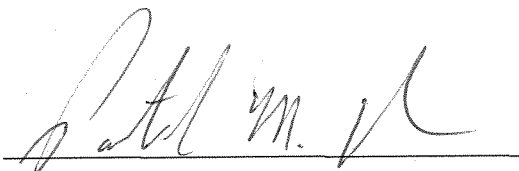
6. For any grievances filed at the National or Local level concerning the 2001 version of the MS-47, no other remedy, except for the payment in Item #5 above, including but not limited to any claim for lost work hours, overtime, payment for bypassed routes, work scheduling and/or out-of-schedule premiums, and/or custodial staffing levels, occurring during the intervening period between December 31, 2001 and the date 30 days following the date of the signing of this agreement shall be given. Any such grievance(s) whose remedy period is between December 31, 2001 and the date 30 days following the date of the signing of this agreement shall be administratively closed. This does not apply where the issue in the grievance is subcontracting. It does not apply also for the grievances

concerning Part-Time Regular (PTRs) who had their work hours reduced after December 31, 2001, as described below in Item 7.

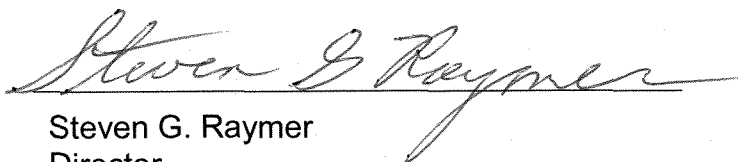
7. For grievances that have been filed previously concerning a PTR(s) who had their work hours reduced after December 31, 2001 (such as listed on the attached) shall be discussed and resolved by the parties at the National level. The aggregate liability for all of these PTR grievances shall not exceed 1.75 million dollars. The issue to be resolved shall be limited to the appropriate remedy, if any, for those PTRs who had their hours reduced during the intervening period (December 31, 2001 and 30 days following the date of the signing of this agreement). No other remedy is available to these PTR(s). PTR work hours established by number 1 above are subject to challenge by the Local Union.
8. No employee will be involuntarily reassigned (ref: Article 12.5.C.5) solely as a result of this settlement or the implementing of the staffing package in number 1 above.
9. All duty assignments created by this settlement and any resulting vacancies shall be filled in accordance with Article 38.
10. 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.

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

Sincerely,



Patrick M. Devine
Labor Relations Specialist
Contract Administration (APWU)
United States Postal Service



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

Date:

1/29/08

**List of PTR Grievances Referenced in Paragraph 7 of the MS-47
Settlement Agreement in Case Q98C-4Q-C 02013900**

"For grievances that have been filed previously concerning a PTR(s) who had their work hours reduced after December 31, 2001 (such as listed on the attached) shall be discussed and resolved by the parties at the National level. The aggregate liability for all of these PTR grievances shall not exceed 1.75 million dollars. The issue to be resolved shall be limited to the appropriate remedy, if any, for those PTRs who had their hours reduced during the intervening period (December 31, 2001 and 30 days following the date of the signing of this agreement). No other remedy is available to these PTR(s). PTR work hours established by number 1 above are subject to challenge by the Local Union. "

#07109289,	Renovo, PA	E00T-4E-C 03144831	Blair, NE
04140385	Birmingham, AL P &DC	E00T-4E-C 03156476	Blair, NE
04145333	Birmingham, AL P &DC	E00T-4E-C 03212887	Blair, NE
05044148	Birmingham, AL P &DC	E00T-4E-C 04027372	Blair, NE
06129852	Birmingham, AL P &DC	E00T-4E-C 04061124	Blair, NE
E00T-4E-C 06158567	Norfolk P&DF	E00T-4E-C 04183934	Blair, NE
E00T-4E-C 02099952	Topeka P&DF	E00T-4E-C 05033590	Manhattan, KS
E00T-4E-C 02140226	Wichita P&DC	E00T-4E-C 06026577	Emporia, KS
E00T-4E-C 02151843	Omaha P&DC	E00T-4E-C 06039455	Emporia, KS
E00T-4E-C 02215899	Spencer	E00T-4E-C 06063026	Emporia, KS
E00T-4E-C 02220655	Wichita P&DC	E00T-4E-C 06147638	Emporia, KS
E00T-4E-C 02223527	Bellevue, NE	E00T-4E-C 06176865	Emporia, KS
E00T-4E-C 02224329	Spencer, IA	E00T-4E-C 06197156	Emporia, KS
E00T-4E-C 02235429	Anamosa, IA	E00T-4E-C 06204080	Emporia, KS
E00T-4E-C 02239395	Central Plains District	E00T-4E-C 06241243	Emporia, KS
E00T-4E-C 02239395	Central Plains CS District	E00T-4E-C 06241249	Emporia, KS
E00T-4E-C 02239398	Mid-America District	E00T-4E-C 06258558	Emporia, KS
E00T-4E-C 02242326	Salina, KS	E00T-4E-C 07026953	Emporia, KS
E00T-4E-C 03004798	Jefferson, IA	E00T-4E-C 03038473	
E00T-4E-C 03007722	Manchester, IA	E00T-4E-C-03038475	
E00T-4E-C 03013151	Hawkeye District	E00T-4E-C 03038482	
E00T-4E-C 03020884	Audobon, IA	E06T-4E-C 08039536	
E00T-4E-C 03020900	WInterset, IA		
E00T-4E-C 03025252	Osage, IA		
E00T-4E-C 03031279	Cherokee, IA		
E00T-4E-C 03031306	Denison, IA		
E00T-4E-C 03127721	Blair, NE		
E00T-4E-C 03144235	Scottsbluff, NE		