

Custodial Maintenance Staffing – Post Das

A Summary of Our History in Enforcement of Custodial Staffing

STAFFING CUSTODIAL MAINTENANCE

The following synopses of several arbitration awards is intended to provide a review of significant arbitral thought and some of the progression of the Union's pursuit of issues pertaining to custodial staffing. While each of these cases has significance (some more than others) to the development of the issues, this collection is not intended, by any means, to be exhaustive on the subject. It should be viewed as illustrative and used in conjunction with other materials previously offered by the Maintenance Craft of the American Postal Workers Union.

A8-NA-0375, Howard Gamser, June 1, 1981

Although the parties did not agree upon a definition of the matter in issue, from the conflicting contentions which they advanced it is apparent that this dispute involves the force and effect of Article XIX of the current agreement. The Union contends that, pursuant to the requirements of this Article, the Employer could not put into effect forms and bulletins, in various districts and regions, which when implemented caused substantial variations from the relevant specifications which are contained in Maintenance Handbook, Series MS-47. . .

Management alleged that the Union was seeking to impose upon the Postal Service certain staffing requirements and staffing levels which it did not achieve through collective bargaining. Management asserted that the Handbook is a guide for supervision in carrying out its custodial functions and responsibilities at a satisfactory level. . .

[pp.1,2]

From this framing of the issue, Arbitrator Gamser began his analysis of the case presented for his consideration and concluded with his determination of the extent to which the Service had bound itself to its own staffing criteria and resultant staffing complements. This case is the seminal case for establishing the Union's essential right to a sense of security in the staffing of the bargaining units represented by the Maintenance Craft.

From the issuance of *the Gamser award* in June 1981, we have pursued enforcement of staffing and assertion of a right to have identified work performed. It is undeniable – especially in light of the trilogy of cases decided now by Arbitrator Shyam Das on MS-47 issues – that ***custodial staffing*** enjoys an extraordinary enforceability.

Gamser described the basic positions of the parties, quoting from a Union letter submitted in the lead up to the arbitration,

"Repeated grievances have pointed out that when it benefits Management, the Handbook is a strict criteria. This is when usage of the Handbook causes the reduction of the custodial hours in an office. When it

benefits the Union, it is only a guideline that does not have to be strictly adhered to. This is usually when usage of the Handbook would indicate the need for increasing the custodial man-hours in an office."

and the Service:

"It is our position that the MS-47 Handbook sets forth guidelines rather than strict criteria where the frequency of cleaning is concerned. . ."
[p.2]

After some discussion of the respective positions of the parties, Arbitrator Gamser began reaching some conclusions:

An examination of these other provisions of the Handbook does reveal that the unit of performance determinants were calculated through the use of industrial engineering principles and practices. . .

It must be apparent that if the USPS were going to design a system which would insure the maintenance of standards of cleanliness and safety in its buildings, and provide such detailed guidance to the field as is contained in the MS-47 Handbook, the question of frequency of performance could not be left open ended. To do so would give no assurance whatsoever that such standards of cleanliness and safety would be met. If officers in charge at each postal facility or the responsible official in each region or district could set frequencies of performance, and lower them at will, a deterioration of cleanliness and safety standards could surely result. There is a Postal Service commitment to the maintenance of a clean and safe working environment. The Handbook criteria, both dealing with unit performance as well as frequencies, provide assurance that this commitment will be kept.

[pp.5,6]

The arbitrator went on to point out that the Service's articulated desire to remain flexible to developments in the industry (custodial work techniques and materials) was to be met through its implementation of the procedures described in Article 19 by which it might change the MS-47 Handbook.

Arbitrator Gamser finally dictated the effect of his determinations upon the Service's obligation to staff. He concluded that the unit performance and frequencies established by the handbook *did not* establish *staffing* requirements, but rather *performance* requirements. In other words, Arbitrator Gamser directed the Service to **perform all work** which its own criteria required for the maintenance of its facilities. He allowed the Service

some latitude in determinations about what employees were to perform the work; the question of employee assignments was not before the arbitrator. However, the implications have become very clear – especially with the development of arbitral thought in the years since Gamser – that appropriate staffing with employees of appropriate occupational groups flows from the performance requirements.

Although Arbitrator Gamser specifically found that the MS-47 then under review did not create staffing mandates, work performance and staffing were (and are) inextricably intertwined. Remember, Arbitrator Gamser's award dealt with an earlier version of the MS-47, ***preceding*** the 1983 revision to the Handbook. Subsequent to the Gamser award, the Service attempted to make changes to the MS-47 that would *overcome* some of the effects of Gamser. However, the Union challenged the Service's proposed changes under Article 19; and the 1983 MS-47 represents the bilaterally negotiated handbook that was the bargain between the parties to resolve yet another handbook dispute. One of the most crucial features of the negotiated MS-47 of 1983 is the inclusion of paragraph 116.

Once a custodial staffing level is determined using the procedures in this handbook, that staffing level must be maintained. If conditions arise that warrant a change in staffing, the entire staffing procedure must be redone, i.e., new forms must be completed.

It was the parties' negotiation of this term into the MS-47 that firmly established the direct link between work performance and staffing. Enforcement of the meaning and intent of this paragraph occurred in Step 4 settlements and occurred repeatedly in the following years in regional arbitration.

In the course of developing our bargaining and arbitral history over the years between 1983 and 2001, the parties clearly established a mutually agreed upon, mutually understood application of remedy for violations of MS-47 staffing requirements. By the mid-to-late 1990's, many grievances over the Service's failure to maintain staffing were either routinely settled in the grievance procedure or resolved in arbitration on this mutual understanding. In some ways, it may be regarded as one of the most remarkable of remedies the parties have seen fit to apply to contractual violations.

- Violation of custodial staffing obligations creates a monetary liability. The remedy for these violations is the payment of compensation to the bargaining unit employees for hours of work ***that were not performed by anyone.***

While some of the notable regional arbitration awards involve the use of casual labor concurrent with a failure to maintain staffing of career employees, the fundamental principle on which the awards were based was the staffing obligation. The Service determines requisite work when it creates the custodial staffing package and, from the work hours, flows the requisite career staffing. Regardless whether the Service performs the work with improper hiring of casuals or simply neglects the work, the result is the same – monetary liability for the failure to staff.

E7T-2E-C 21741, Carl F. Stoltenberg, May 22, 1990

This case involves the Service's choice to utilize casuals for the performance of custodial work instead of filling the established custodial complement with career employees. The arbitrator does not address the Article 19 argument that the complement established through use of the MS-47 must be maintained, though it was raised. He does, however, clearly give recognition to the weight of the staffing determinations in that full-time career positions had thereby been established. His favorable ruling was predicated upon the existence of those career position vacancies coupled with the Service's persistent use of casuals to perform the work of those positions:

. . . In the instant case the record reveals that the MS-47 Handbook set a level of fourteen custodians. This was three custodians less than the eleven that was presently employed. The record also reveals that the Postal Service recognized the need for the three additional custodians when it posted those positions . . . It is observed as significant that even the bidding process would eventually result in a job vacancy which would conclude with a hiring action at some level. It must follow, that when the Postal Service determined that they would fill those job positions with casual employees, they circumvented the hiring process.

[pp.7,8]

On balance, it must be found that the continued use of casuals for some 180 days in lieu of hiring ***the full time employees necessary to staff***

three posted vacancies in the custodial staff violates Article 7, Section 1.B.1 of the Agreement.
[p.9 – **emphasis added**]

The award was for overtime compensation for the hours of work performed by casual custodial employees beyond a "reasonable" time in which the Service should have posted and filled all vacancies.

E7T-2P-C 24651 / 26177, Carl F. Stoltenberg, December 8, 1990

This is another case in which the Union argued against the use of casual custodial employees to perform the work of vacant full-time custodial positions. Again the case was decided on a violation of Article 7, Section 1 – *casuals in lieu*. Again, though, the arbitrator reached his conclusion on the premise that the Union had a right to see established custodial positions posted and filled by **career** employees. This case also involved a frequent Service argument that it should be forgiven because it was operating under a "hiring freeze". The "hiring freeze" or "complement ceiling" argument has been fairly universally rejected by arbitrators – as this arbitrator states, "*The Postal Service's hiring ceiling lacks contractual authority . . .*"

It must be observed as significant that the **level [of staffing] is not some arbitrary figure** over which Management has no control. Conversely, Management **determines staffing levels** using the Provisions of its MS-47 Handbook. Once it determines that **a specific number of full-time positions are required**, it cannot fill those positions with casual employees as the work under these conditions is not supplemental, but rather, it becomes the use of casual employees in lieu of full or part-time employees.
[pp.9,10 – **emphasis added**]

Again the arbitrator awarded overtime compensation as remedy.

E7T-2U-C 23573, Nicholas H. Zumas, May 11, 1992

Here we have a case in which the Service again had vacant full-time custodial positions within the established staffing complement and again the Service argued for relief from its contractual obligations because of a "complement ceiling". In this case there was no dispute raised by the Union about the use of casuals to perform the work of the

positions in question, and the Union specifically argued two Article 19 issues – nonperformance of custodial work and failure to maintain the complement established through the MS-47 staffing criteria. Arbitrator Zumas quoted from parts 111 and 116 of the MS-47, which require the installation head to be responsible for assuring custodial maintenance is sustained at a satisfactory level and that the staffing level be maintained once determined through MS-47 procedures. Zumas discussed the Gamser award:

Despite his sustaining the grievance, Arbitrator Gamser's reference (and relied upon by the Service) as to not imposing a "manning floor or any manning commitment" is arguably unclear. It is this Arbitrator's view, however, that ***once Management makes a staffing level determination, Part 116 of the MS-47 Handbook requires that such staffing level be maintained.*** Arbitrator Gamser's award is not inconsistent with this finding. [pp.9,10 – ***emphasis added***]

In light of the above, Management is ordered to fill the residual vacancies so as to increase the actual custodial complement and make it ***consistent with the authorized complement*** required by the MS-47 Staffing Survey ***as summarized on Form 4852.*** [p.10 – ***emphasis added***]

The arbitrator was unable to specify other remedy, remanding consideration of monetary remedy to the parties.

S7T-3S-C 40322, Ernest E. Marlatt, November 13, 1992

In this case, the importance of MS-47, paragraph 116 figured prominently, and the arbitrator gave a thorough discussion of its genesis and importance.

In the present case, the Union has done its homework and has presented the bargaining history of Part 116. Mr. James W. Lingberg, National Representative at Large for the Maintenance Division, testified that this language was added to the MS-47 Handbook two or three years after the Gamser decision as a *quid pro quo* for allowing management greater flexibility in cleaning frequencies, and of course Gamser did not have such language before him when he held that the MS-47 does not impose a manning commitment. . . [pp.16,17]

. . . According to Mr. Lingberg's testimony, ***Part 116 was negotiated*** between the Postal Service and the APWU ***on a give-and-take basis.*** . .

In its brief, the Postal Service cites the Gamser decision . . . to support its position, but as I have pointed out above, Part 116 was not in the MS-47 Handbook at the time Gamser wrote that decision . . . Thus, the Union argues persuasively that **the negotiators of Part 116 specifically intended to modify the Gamser interpretation** by contracting for a manning floor or a "full crew" clause.

Furthermore, it should be noted that **the word "staff"** as used in the National Agreement **refers to career employees**. . . Thus, I must reject the position of the Postal Service that casuals doing the work may be counted toward prescribed custodial staffing levels.

A similar conclusion was reached by Arbitrator Kenneth M. McCaffree in W7T-5E-C 25094 (North Bay, CA, 1991) who wrote that **"staffing level pertains only to the regular work force."**
[pp. 18, 19 – **emphasis added**]

. . . It would have made no difference, as I have previously commented, if the work had been done under an unauthorized subcontract or by a machine or a trained gorilla, rather than by casuals. **The essence of the violation** was that the staffing survey made pursuant to the MS-47 Handbook **required the assignment of a certain number of full-time or part-time regular career custodians** . . . Some of these positions were not filled, and the work was assigned to persons who were not career custodial employees. This resulted in a *de factor* reduction of the custodial staffing level without a new survey, which is forbidden by Part 116 of the MS-47.
[p.23 – **emphasis added**]

D90T-1D-C 94020357, Michael E. Zobrak, January 18, 1995

Here again we have a case in which there was no **casual in lieu** issue, just a failure by the Service to staff the custodial complement consistent with the staffing level established through the MS-47 staffing procedure. The Union pursued a two-fold argument that the Service was required not only to maintain the complement consistent with part 116 of MS-47, but also to perform all the work hours defined through the MS-47 procedures and identified on the weekly total appearing on the PS Form 4852. Unlike Arbitrator Zumas, this arbitrator agreed to provide remedy for each type of violation:

. . . A proper staffing package was completed and received by Management on August 10, 1993. Management did not begin the hiring process until some time during October, 1993. The hiring process came to a halt when Management contended that a directive was about to be handed down from Postal Headquarters mandating a twenty (20) percent reduction

in custodial staffing. The Union filed the instant grievance when the hiring came to a halt.

Nothing in the ultimate directive from Postal Headquarters justifies local Management's failure to maintain the authorized staffing level. The November 30, 1993 directive clearly states that once a staffing level is determined, it must be maintained until a new staffing survey is performed. . . Clearly, local Management was ***in violation of the National Agreement by not maintaining the authorized staffing levels.***

[p.10 – ***emphasis added***]

Only the appropriate remedy appears to be in dispute. The Postal Service seeks a nonmonetary remedy. The Union is correct in its observation that a nonmonetary remedy would reward local Management for not following the staffing mandates of the National Agreement. . .

. . . [T]he appropriate remedy in this case is to ***award the difference in the number of hours actually worked*** per week by those employees classified as custodians or group leader of the custodians ***as opposed to the number for which there were staffing mandates***, at the straight time rates.

[p.11 – ***emphasis added***]

(As the complement had, prior to the hearing, been filled to the authorized level, the arbitrator was not called upon to order the filling of positions.) While the Union clearly sought payment at the overtime rate and although the arbitrator found such compensation appropriate in some circumstances, for reasons particular to this case, the arbitrator declined to award overtime compensation for *non-performance* of identified work.

J90T-4J-C 94041806, Edwin H. Benn, July 27, 1996

This case presents several questions. First, which of the two staffing packages offered in this case is valid? Is it the Union's . . . specifying a workload of 68.4 maintenance hours per week? Or, is it the Service's . . . specifying 48.1 maintenance hours per week? Second, was the level of maintenance work performed at Carmel below the amount specified in the staffing package? Third, has the Union shown a violation of the Agreement if maintenance hours per week actually performed were less than the number of hours per week specified in the relevant staffing package? Finally, if a violation of the Agreement has been shown, what remedy is appropriate?

[p.5]

As Arbitrator Benn indicates, this case involved complex issues. It addressed both the

performance requirements and the *staffing level* requirements of the MS-47 (as well as the determination about the legitimacy of two competing staffing packages). This is an important, favorable award in that it provides an in-depth discussion of these issues and analysis of arbitral history on the disputes. Arbitrator Benn quotes from the MS-47 and discusses the implications of Article 19:

Thus far in the analysis in this case the Union has demonstrated that the staffing package provided for 68.4 hours per week for custodial work and that Management at Carmel assigned far below those hours per week for that function. The question now is does that showing lead to the conclusion that Management violated the Agreement? I find it does.

The thrust of the Union's case is that Management violated the MS-47 and, hence the Agreement through Article 19 of the Agreement which incorporates the Service's handbooks and manuals.

The MS-47 states at Section 116:

Once a custodial staffing level is determined using the procedures in this handbook, that staffing level must be maintained.....

By assigning far below the 68.4 requirement in the staffing package, Management at Carmel **violated Section 116** of the MS-47. The phrase "*must* be maintained" found in the Section 116 of the MS-47 is an **unequivocal mandate** to Management to do just that – maintain the custodial hours at Carmel at 68.4 [emphasis added]. Because Article 19 of the Agreement incorporates the handbooks and manuals into the Agreement, Management's **failure to assign the 68.4 hours of maintenance duties violated the Agreement** as well. [pp.12, 13 – **emphasis added**]

The arbitrator analyzed the implications of the Gamser award and several regional awards with respect to the arbitral support for the finding of a violation. He also studied the call for remedy beyond an order that the Service comply with its own staffing requirements. In so doing Arbitrator Benn gave a thorough rationale for the award of compensation – at the overtime rate – for the Service's failures to abide by the Agreement.

J90T-1J-C 91030930, Edwin H. Benn, April 8, 1997

This case involves another set of circumstances in which casuals were employed *in lieu* of hiring career custodial employees coupled with the persistent existence of

vacancies in full-time custodial positions. In this case, the Service attempted the argument that it should be forgiven its *hiring in lieu* violation of the Agreement on the contention that an Article 12 authorization to withhold positions permitted the extended use of casuals in vacant positions. The arbitrator dismissed this argument, ruled the Service's failure to properly staff was in violation of the Agreement and awarded overtime compensation for the hours of performance by casuals. This case did not specifically raise the *non-performance* issue. Its greatest implication has to do with upholding the strength of the staffing criteria and of the requirement to maintain that staffing level determined through use of the criteria.

Numerous other regional arbitration awards could be quoted to further explicate the application and enforcement of MS-47 work performance and staffing obligations. Such cases were decided even after the Service promulgated the '2001 revision' to the MS-47, but dealt with custodial staffing issues that had arisen prior to the issuance of the '2001 revision'. Irrespective of the Service's attempt to change the rules, regional arbitrators remained consistent with the well-established principles. It is also true that a great many custodial staffing grievances were resolved in the grievance procedure, short of arbitration, because of the parties' well understood history.

This is not to say there were no genuine, fundamental differences between the parties about the meaning and enforcement of the MS-47. The parties took two significant disputes to national interpretive arbitration before Arbitrator Shyam Das, prior to the presentation of the dispute over the Service's '2001 revision'.

H0C-NA-C 16, Shyam Das, August 19, 2002

This case decided the dispute between the parties as to the extent to which higher level management was entitled to make custodial staffing decisions for local managers. The Union had argued that the selection of appropriate frequencies for each of the required custodial tasks was solely within the authority of the installation head or postmaster of an office. The Service had argued that it was entitled to make such decisions at any level. The dispute focused, in large part, on the imposition of standard frequency lists by Postal Service Area offices that were to be employed by local managers when completing a

custodial staffing survey under the terms of the MS-47 Handbook.

Arbitrator Das explored the history of the development of the MS-47 and noted the strengths and weaknesses in the parties' respective arguments over frequencies, coming to a number of conclusions:

At the same time, it is evident that – at least within the designated frequency ranges – the draftsmen of the MS-47 Handbook considered local management, with its knowledge of local conditions and responsibility for maintaining a clean and healthy working environment, generally to be the appropriate level to determine the required cleaning frequencies.

[p.16]

However, the arbitrator also found that "local level" was not as limited as the Union had argued. He found that consultation between a postmaster and division or district level maintenance managers was not at all inappropriate in the selection of proper frequencies for the performance of custodial tasks – and, thereby, reaching proper staffing determinations.

That type of review, which did not involve use of rigid templates and which took local conditions into account, seems consistent with the MS-47 Handbook as well as corresponding portions of the ASM and MMO-21-91 cited by the Postal Service. It is a more reasonable application of the relevant provisions than the Union's position that the judgment of postmasters / managers as to cleaning frequencies within the specified ranges never can be overridden on review.

[p.21]

This is in marked contrast, however, to what occurred after the 1992 Postal Service organizational restructuring and the promulgation of the November 30, 1993 national memorandum on the "Reduction of Custodial Employees".

[p.22]

Thereafter, Western Area teams were assigned to **redo staffing packages** at P&DCs and maintenance capable associate offices – or to direct local personnel to do so – **using area norms**. These area norms . . . consist of specific frequencies for each cleaning task.

[p.25 – **emphasis added**]

There is **no evidence that revisions of existing staffing packages** in the Western Area carried out under this program in 1994 were **prompted by any changes in local conditions** . . .

These Western Area procedures **represent a marked departure** from the process established in and previously followed in application of the MS-47 Handbook. The **MS-47 Handbook grants local management the authority** to create staffing packages for their facilities, within established ranges, depending on local needs and conditions as perceived at the local level. Those packages are subject to review at higher levels. On occasion, they were changed when inaccurate, based on erroneous considerations or inefficient cleaning methods, or where the reviewing authority, after consultation with local management, concluded under the particular circumstances that they were not justified, even allowing for appropriate exercise of local management judgment.

In contrast, at least in the Western Area, area management – which, under the MS-47 Handbook, should review locally prepared staffing packages – in 1994 **established fixed, uniform area-wide frequency norms** for each cleaning task, and either directly used them to create new staffing packages for local facilities or required that they be used by local management.

Even accepting the Postal Service's claim that the area norms were developed by experienced maintenance managers . . . this procedure for determining staffing levels **clearly is not sanctioned by the 1983 MS-47 Handbook.**

[pp.26-28 – **emphasis added**]

I94T-4I-C 98116745, Shyam Das, July 12, 2004

The second of the Das trilogy of MS-47 cases is what has commonly been called the 'Line J' case. Here the parties disputed the force and effect of the MS-47 work performance requirements with specific reference to the number of weekly work hours specified on Line J of the PS Form 4852. As noted by Arbitrator Das, this was not a staffing grievance – and its implications are only for fully staffed offices. The issue arose in a fully staffed office, where the Union protested the Service's failure to assure that, in each and every week, actual custodial work hours met the Line J weekly hours.

There are times, even in a fully staffed office, when because of absences or the assignment of custodial employees to other duties, the actual custodial work hours fail to match the Line J hours for a given week. The Union asserted in this grievance that the Service was liable for the performance of that number of hours, irrespective of circumstances. The Arbitrator found that the issue presented for interpretation was a *very narrow* one, because the parties were in agreement on most points.

As framed in the Postal Service's Step 4 answer, the issue is not whether Line J in PS 4852 can be an accurate measure of the hours to be worked each week at a particular facility, but whether Line J hours **constitute an absolute minimum** regardless of all other circumstances.
[p.17 – **emphasis added**]

As in the earlier case, Arbitrator Das gave a somewhat detailed account of the history and development of the MS-47 as background. And he offered explanation and elaboration of the Gamser award.

The **primary purpose** of the MS-47 is to determine the **staffing level** required to fulfill management's responsibilities for maintaining a clean, healthy and safe work environment. This is not a staffing case. . . The Gamser Award, however, determined that the provisions of Article 19 impose upon the Postal Service a duty to abide by the criteria or standards established in the MS-47 for both unit performance as well as frequencies. Although the **Gamser Award** dealt with the 1974 MS-47, the **parties clearly have agreed that it is applicable to the 1983 MS-47** at issue in this case. . . Under the 1983 MS-47, management can select from among a range of frequencies for particular tasks, but **once that selection** is made and incorporated into a PS 4852 it **establishes the required standard unless and until the PS 4852 is replaced**.
[p.18 – **emphasis added**]

Finding chiefly in favor of the Service's position on the use of Line J in defining work performance obligations, the arbitrator stated:

Line J simply is a useful measure of the **weekly average** of the total hours on Line H. That **does not mean** that all of those average hours necessarily have to be worked or even scheduled each and every week to comply with the MS-47. Nonetheless, a **significant deviation from this average** particularly over an extended duration is **likely to reflect a failure** to meet the required standards. . .
[p.19 – **emphasis added**]

A careful reading of this award reflects that the arbitrator allowed the Service some "*legitimate basis*" on which to schedule or work fewer weekly hours than specified on Line J of the PS Form 4852. The conditions Arbitrator Das described in this context were those circumstances where seasonal work – snow removal and lawn mowing – varied sufficiently to affect the actual weekly performance, and where "*unexpected*" absences prevented meeting the weekly work hours specified. In the end, the Union now finds that – **in a fully**

staffed office – we will have difficulty arguing that the Service has violated the MS-47 standards solely by virtue of deviating from the Line J weekly work hours. We must be able to identify long duration failure or to specifically identify required work that has been neglected.

However, one other ruling in this award is notable. Arbitrator Das found that the Service's obligation to meet the staffing and work performance standards of the MS-47 were defined by a properly executed PS Form 4852 for a specific office.

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.**
[p.22 – **emphasis added**]

Q98C-4Q-C 02013900, Shyam Das, November 16, 2006

This is the final arbitration award in this MS-47 trilogy. It is hoped that it will finally resolve the very protracted dispute between the parties over the MS-47 standards as we once knew them and the abandonment of all standards envisioned by the Postal Service. The arbitrator's award here has restored the 1983 MS-47 as the governing document on custodial work performance and custodial staffing. Having done so, the further effect must be the restoration of the well-established, mutually understood remedial action necessary for violations of MS-47 standards. Consider these three portions of the arbitrator's ruling:

Cleanliness of postal facilities is **critically important** to the working environment, health and safety of postal employees, as well as to the public. As of 2001, the MS-47 Handbook, in its 1974 and 1983 versions, had been a – if not the – **cornerstone of the Postal Service's regulations governing the performance of custodial services** for over a quarter century. A key component of both the 1974 and 1983 MS-47 is a **determination of the number of workhours required** to regularly maintain a facility at the appropriate level of cleanliness. This is calculated in a systematic fashion using a building inventory, performance standards and designated frequencies.
[p.26 – **emphasis added**]

The 2001 MS-47 may provide some greater flexibility to management and may result in the Union filing fewer grievances with respect to scheduled workhours, but **it removed critical components** of the previously agreed to

structure for ***ensuring a satisfactory level of cleanliness is maintained within set parameters*** and that custodial jobs are not unduly eliminated. The Postal Service places considerable stress on the required quarterly inspections as a guarantee of cleanliness. But the Gamser Award and the parties' subsequent negotiation of the 1983 MS-47 reflect an historical recognition that inspections by themselves are not sufficient.
[p.32 – ***emphasis added***]

Under the circumstances, it is appropriate that the Postal Service be directed to ***rescind the 2001 MS-47, to reinstate the 1983 MS-47, and to reinstate or prepare staffing packages as soon as practicable***. As the Postal Service has stressed, building inventories still are in use and the performance standards have not been changed. ***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.***
[p.34 – ***emphasis added***]

The end result should be the restoration of what is called the ***status quo ante*** – the situation as it was prior. That is to say, not only is the 1983 MS-47 again ***the cornerstone*** of Postal Service regulations governing custodial performance and staffing, but also ***violations of the MS-47 must be judged and remedied consistent with the remedial actions*** developed by the parties over the pre-'2001 revision' history of our use of the Housekeeping Postal Facilities Handbook, MS-47.

This requires that Union stewards and officers, not already familiar, must become educated about this prior history in order to effectively represent our interests.