

National Arbitration Panel

In the Matter of Arbitration)	
)	
between)	
)	
United States Postal Service)	Case No. HOC-NA-C 19007
)	
and)	
)	
American Postal Workers Union)	
)	

Before: Shyam Das

Appearances:

For the Postal Service: Peter Henry, Esquire

For the APWU: Melinda K. Holmes, Esquire

Place of Hearing: Washington, D.C.

Dates of Hearing: July 26, 2001
October 17, 2001
December 19, 2001

Date of Award: June 21, 2002

Relevant Contract Provision: Article 19

Contract Year: 1990-1994

Type of Grievance: Contract Interpretation

Award Summary

The Union's challenge to the changes in the ASM 530 provisions in dispute is sustained in part and denied in part. The challenge to the changes in ASM 531.23, 531.33 and 533.521 is denied. The challenge to 535.111, 535.23, 535.262 and 531.52 is sustained to the extent set forth in the above Findings, and those provisions are remanded to the parties for further Article 19 discussions consistent with these Findings.



Shyam Das, Arbitrator

BACKGROUND

HOC-NA-C 19007

This case arises under Article 19 of the 1990-1994 National Agreement, which provides in relevant part:

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable....

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Unions at the national level at least sixty (60) days prior to issuance. At the request of the Unions, the parties shall meet concerning such changes. If the Unions, after the meeting, believe the proposed changes violate the National Agreement (including this Article), they may then submit the issue to arbitration in accordance with the arbitration procedure within sixty (60) days after receipt of the notice of proposed changes....

On November 29, 1991 the Postal Service furnished notice to the APWU of proposed revisions to Subchapter 530 (Maintenance) of the Administrative Support Manual (ASM). The parties met to discuss these revisions on several occasions. The Union asserts that Postal Service representatives were only able to provide vague explanations -- e.g., "it better fits our needs" -- for the proposed substantive changes. The Postal Service maintains it answered all the Union's questions, either

at the meetings or in follow-up conversations with Union representatives. The parties agreed to extend the Article 19 deadline. On August 2, 1992, the Union submitted the changes to arbitration in accordance with Article 19. The changes were officially promulgated in ASM Issue 9 in August 1993.

The specific changes the Union objects to fall into four basic groupings: (1) subcontracting of maintenance services; (2) maintenance echelons; (3) offices without maintenance capability; and (4) Handbook MS-39 (Fluorescent and Mercury Vapor Lighting Cleaning and Relamping).

Joan Palmer, the Maintenance Management Specialist assigned to revise ASM 530 in 1991, testified that the substantive changes were designed to meet the Postal Service's new maintenance philosophy "to work smarter and work more efficiently and to cut costs". Other Postal Service witnesses indicated that the changes were driven by the expanded deployment of new automated equipment to the field. Computer controlled Delivery Bar Code Sorter (DBCS) equipment was replacing the largely mechanical Multi-Purpose Letter Sorting Machines (MPLSM) which had been located only in plants or major facilities. The DBCS was a smaller, simpler machine that could be deployed in smaller offices, thus allowing mail processing to be further decentralized.

Earl Ray Cox, who worked in the office of Maintenance Management in 1991-92, explained that the DBCS is a lot easier to maintain than the MPLSM. It has more field-replaceable

modules and self-diagnostic tools. The Postal Service sought to develop a strategy to deal with maintenance issues relating to the DBCS, particularly in offices that historically did not have assigned maintenance capability. The strategy was designed to keep the equipment in an operational state without having to get a maintenance employee from a remote location to perform a simple repair that might take only five minutes or having to assign a maintenance employee to a facility where there was insufficient work to keep the employee busy. A major part of the Postal Service's strategy was creation of a new Senior Mail Processor (SMP) clerk craft position. The SMP, which is not in dispute, combines mail processing duties with certain routine maintenance tasks. Other less frequent maintenance tasks require the expertise of maintenance craft employees.

The specific changes in issue, and the parties' positions with respect thereto, are discussed below. In general, the Union contends that these changes violate the Postal Service's obligation under Article 19 to make changes that are consistent with the National Agreement and are "fair, reasonable, and equitable". In some changes, the Union asserts, the Postal Service did not even respond to the Union's challenge; in others, it offered only general justifications. In most cases, the Union charges, the Postal Service revised the ASM with a heavy hand, allegedly trying to achieve limited results with very broad revisions. In all cases, the Union argues, the Postal Service failed to meet its burden of demonstrating that the revisions satisfy the contractual limitations of Article 19. The Postal Service insists that the

changes are not inconsistent with the National Agreement and are "fair, reasonable, and equitable". It stresses that the revisions directly result from the Postal Service's exercise of its management rights under Article 3 to direct employees in the performance of official duties, to maintain the efficiency of operations and to determine the methods, means and personnel by which such operations are to be conducted. It insists that the Union has not met its burden of proving a violation of the National Agreement, including Article 19.

Subcontracting of Maintenance Services

The Union protests the following revisions to ASM 535 (Maintenance Service Contracts) in 535.111, 535.23 and 535.263 [renumbered 535.262]:¹

535.111 Postal Equipment

Maintenance of postal equipment should be performed by Postal Service Personnel, whenever possible. Exceptions are:

- a. Where capable personnel are not available~~er~~.
- b. When maintenance can be performed by contract and it is economically advantageous.

¹ The text is as set forth in ASM Issue 9, August 1993. New language is shown in lighter face type. Deleted language (as it appeared in ASM Issue 8, August 1991) is shown with lines through it.

- c. When a piece of equipment is a prototype or experimental model or unusually complex, so that a commercial firm is the only practical source of required maintenance expertise.

* * *

**535.23 Window Cleaning, Lawn and/or
Grounds Maintenance and Snow and
Ice Removal**

Contract service may be authorized only when the work cannot be done expediently by the existing maintenance workforce. Lobby windows are washed weekly. Other exterior windows are washed as scheduled. it is economically advantageous.

* * *

535.262 Tenant Space

Contracts may be authorized for cleaning buildings or portions of buildings occupied by nonpostal tenants and not used for proprietary postal functions, provided such space is not being cleaned by field service custodial maintenance employees. This includes office space adjacent to or above or below postal operating space; identifiable sections of buildings that are separated from postal space and outleased to nonpostal functions; and buildings that have been vacated by the Postal Service and are awaiting final disposition.

The Postal service maintains that these changes to ASM 535 are reasonable and satisfy the requirements of Article 19.

It stresses that ASM 535.112 (and predecessor provisions in the Postal Service Manual) long has provided that:

Contract service is encouraged for Postal Service-operated facility and plant equipment maintenance, when economically advantageous.

In the revisions in issue, the Postal Service extended this economic advantage standard to work covered by 535.111, maintenance of postal equipment, and 535.23, window cleaning, etc.²

The Postal Service asserts that the change to ASM 535.111 was part of its strategy for providing cost-effective maintenance in a timely manner for its decentralized mail processing operations. It also served, as did the change to 535.23, to increase efficiency by using the economic advantage standard already applicable to facility and plant equipment maintenance. Plainly, this incorporation of the plant equipment standard satisfies the requirement that the change not be inconsistent with the National Agreement. This is particularly true, the Postal Service argues, because the definitions of plant equipment (531.211) and postal equipment (531.212) were revised by transferring "fixed mechanization, such as, but not limited to, conveyors, parcel sorters and sack sorters" from plant equipment to postal equipment.

² The parties have settled a dispute regarding contracting of lawn care services and that is not an issue in this case.

The Postal Service contends that these changes are the result of its efforts to achieve real efficiencies in maintenance services and not an effort to harm the maintenance craft. It stresses that, as it anticipated, there has been an increase, not decrease, in craft maintenance work since these changes were made. Moreover, contractors now are required to satisfy the same requirements and guidelines for the maintenance of plant and postal equipment as bargaining unit employees.

The Postal Service asserts that the deletion in 535.262 of certain restrictions on contracting cleaning services in buildings or portions of buildings occupied by nonpostal tenants was designed to make such space more attractive to potential tenants who might prefer use of contracted cleaning services for a number of reasons, including cost. It notes that this contracting rarely arises, and so it can produce little if any harm to the bargaining unit.

The Union insists that these revisions, which broaden the Postal Service's ability to contract maintenance work, very plainly are not fair, reasonable, or equitable. The ASM places limits on subcontracting in addition to the criteria the Postal Service is required to consider under Article 32 (Subcontracting) of the National Agreement. The revisions in issue corrode those limits. Moreover, the Union stresses that the Postal Service has not provided adequate explanation for these changes.

The Union contends that efficiency arguments are not sufficient to overcome the inherent unfairness and unreasonability of these revisions which have the potential for great harm to the maintenance craft. Subcontracting is not an unqualified Article 3 management right.³ Even if efficiency were a relevant consideration, the Postal Service provided no hard evidence to demonstrate that these revisions would lead to the claimed efficiencies. At most, the Union argues, the Postal Service might have a limited basis to expand contracting in connection with the special circumstances relating to the introduction of the SMP position and the deployment of DBCS equipment.

As remedy, the Union requests that these revisions be rescinded. Alternatively, the Union suggests that if the arbitrator finds that some change was justified in connection with the limited changes surrounding the SMP, which the Postal Service claims some of the revisions were meant to address, the matter should be remanded to the parties for discussion on that narrow basis.

³ Indeed, the Union points out, subcontracting is a mandatory subject of bargaining. While the Union does not seek any Article 5 (prohibition of Unilateral Action) remedy, it argues that the unilateral nature of the change is still inequitable under Article 19, even if it is not found to be contractually impermissible or unlawful.

Maintenance Echelons

The Union protests deletion of ASM 531.23 (Maintenance Echelons) which provided as follows:

531.23 Maintenance Echelons

531.231 General. Generally, USPS policy is to perform maintenance by the first echelon (level) possessing the necessary basic skills, if economically practical.

531.232 First. The operator or user performs first echelon maintenance on the equipment. Tasks to be performed at this echelon will not require the use of special tools and test equipment. It will include visual inspection of equipment before and after operation, cleaning operator work area, replenishment of fluid reservoirs, and restocking of consumable items. This activity is normally performed by operating personnel rather than maintenance personnel, and is accomplished when equipment is operationally ready or in use.

531.233 Second. Second-echelon maintenance is performed on the equipment during normal operating tours (shifts) and is referred to as "on-line" maintenance. This echelon of maintenance is intended to return equipment that has malfunctioned to an operational status as rapidly as possible. This is to be accomplished by on-line replacement of easily replaceable (plug-in) assemblies, subassemblies, modules and parts, and by on-line replacement of discrete piece parts on nonreplaceable assemblies and subassemblies. This echelon of maintenance will require the use of whatever tools and test equipment are necessary to isolate and replace on-line

replaceable items. On-line replaceable items that are defective and repairable will be sent to a higher echelon of maintenance for repair or disposition. This echelon emphasizes rapid diagnosis, isolation, and repair to achieve the planned operational on-line availability of facilities and equipment.

531.234 *Third.* Third-echelon maintenance is performed at the equipment or local shop location normally during a maintenance (nonoperating) tour and is referred to as "off-line" maintenance. Tasks to be performed at this echelon will be scheduled preventive maintenance and repair of designated third-echelon repairable assemblies, subassemblies, and modules. This will include fault isolation, repairs, and tests to ensure quality repairs. Third-echelon maintenance will use such tools, test equipment, and documentation (O&M handbooks) as necessary to perform assigned tasks.

531.235 *Fourth*

a. Fourth-echelon maintenance activities are those "depot level" maintenance functions normally performed at a central location, remote from the using postal facility, such as the Central Repair Facility. This work is beyond the capability of the third echelon because of the need for expensive jigs, fixtures, special test equipment and/or that requiring specialized training. Some of the tasks are those associated with manufacturing processes. Other tasks include the repair of modules and subassemblies that have been determined for economic and other reasons to be handled at that echelon of maintenance.

b. Mobile overhaul and technical support functions are included in fourth-echelon maintenance to provide skilled specialists and materials on-site at various postal facilities.

In conjunction with eliminations of ASM 531.23, the Postal Service revised 531.33 as follows:

531.33 Operational Maintenance

Operational maintenance (formerly called *area assurance*) is the use of maintenance or other postal personnel available in the vicinity of operationally critical mechanized and automated equipment to ensure minimum downtime from equipment failure....

The Postal Service maintains that in the new decentralized environment the categories described by the echelons became an anachronism. They were removed for sake of clarity and to avoid confusion. At one time, work described in the second and third echelons was performed only by maintenance craft employees. With the SMP and even earlier (NPMHU) Mail Processing Machine Operator jobs in place, this no longer is the case. As Postal Service witnesses testified, the Postal Service did not look to these echelons in developing position descriptions, for example, for the SMP. Instead, the Postal Service seeks to develop a cohesive set of duties for a particular job. Work assignments then are made on the basis of position descriptions, rather than these echelons. The Postal Service wanted to avoid a conflict between the position descriptions and these obsolete ASM provisions.

The Postal Service disputes the Union's claim that the echelons are necessary to maintain jurisdictional lines between maintenance and other crafts. The Postal Service notes that, as Union witness Lingberg acknowledged, Article 7.2 of the National Agreement protects the scope of the maintenance craft. The Postal Service also stresses that these revisions to the ASM have not interrupted the steady growth in the maintenance craft. Even assuming, however, that deletion of the echelon language resulted in a reduction in the maintenance craft, Article 19 does not prohibit a change that otherwise is a reasonable exercise of business judgment by the Postal Service. Compared to the enormous efforts to improve and streamline mail processing, the Postal Service asserts, deletion of redundant craft jurisdiction protection hardly qualifies as unreasonable. While the Union maintains that the changes could have been more narrowly tailored, the Postal Service argues that their precise breadth involves policy considerations that arbitrators are not contractually empowered to address.

The Union insists that principles of craft jurisdiction, encompassed in Article 1.1 and 7.2 of the National Agreement, are frustrated by the elimination of the echelons of maintenance in the ASM. Those echelons protect maintenance craft jurisdiction by affirming postal policy that all maintenance tasks above the first echelon are to be performed by the maintenance craft. As former Union Maintenance Division Director Jim Lingberg explained, the existence of the echelons allowed operators to do limited maintenance on their equipment

(covered in the first echelon) without the need to write that into their operator job descriptions. By eliminating the echelons, the Postal Service is inviting jurisdictional disputes because, with only a few exceptions like the SMP, operator job descriptions do not include maintenance duties.⁴

Lingberg testified that, in his view, the Postal Service eliminated the echelons because they got in the way of what it intended for the SMP's. That also was the reason, in his view, for the change to 531.33. The Union maintains that it would have been reasonable to revise the echelons to take into account the SMP position. If that had been done, and the echelons otherwise had remained in place, there would be no problem with the revision to 531.33. Absent the echelons, however, that change also undermines the jurisdiction of the maintenance craft. Contrary to Postal Service witnesses, the Union does not believe that the echelons are confusing.

The Union raised one other issue with respect to ASM 531.232. In 1987 the Postal Service inserted the word "special" before the word "tools" in that description of the first echelon. The Union, however, never was notified of this change under Article 19. It also has never been told what a "special"

⁴ The Union asserts that jurisdictional disputes were avoided during the interim period (since August 1993) because the Postal Service did not assign maintenance duties in echelon two or three to nonmaintenance positions other than the SMP, but the Union anticipates problems with clerk craft positions that can perform some maintenance on new equipment, such as the Automatic Bar Code Evaluator, but do not have those duties within their position descriptions.

tool is. Under the original language, maintenance work requiring the use of any tools elevated a task to a higher echelon within the maintenance craft's jurisdiction. The qualifying use of the term "special" could therefore arbitrarily expand the work that could be performed by nonmaintenance crafts under the first echelon. Accordingly, the Union seeks to have the term "special" in 531.232 deleted.

Offices Without Maintenance Capability

ASM Issue 9, issued in August 1993, changed ASM 531.52 as follows:

531.52 Offices Without Maintenance Capability

These are small offices ~~without custodial~~
with very small maintenance staffs....

In providing notice of this proposed change to the Union, it should be noted, the Postal Service had indicated that "without custodial maintenance staffs" would be replaced by "with maintenance staffs of level 4 and below". At arbitration, the parties focused on that proposed change.

The Union does not object to the revision of ASM 531.52, as such. Its concern relates to the application of 531.61, which was not changed. That provision states:

531.61 Requirements

All maintenance-capable offices must follow applicable standards and requirements in the listed documents.

The Union stresses that as a result of the change to 531.52, maintenance handbooks, maintenance management orders, modification work orders, software modification orders, bulk mail center staffing guidelines, equipment drawings and specifications and maintenance guidelines -- the "listed documents" referred to in 531.61 -- will not apply to certain offices that have low level maintenance employees and that had been treated as offices with maintenance capability in the past. Some of these documents directly relate to employee safety and health. The Union stresses that the Postal Service has presented no explanation for why such a gap in coverage is necessary or justified under Article 19.

The Union cited as an example a Management Maintenance Order (MMO) directed on its face only to "All Maintenance Capable Offices" [and "All District Managers"] which concerned a critical change of standard for cleaning the Carrier Sequence Bar Code Sorter (CSBCS) to lessen the risk of anthrax contamination. A Union witness explained that this equipment often is found in offices that, under the Postal Service's revision, are without maintenance capability, but which have low level maintenance employees cleaning the CSBCS equipment. Even to the extent a particular instruction or guideline states it applies to nonmaintenance capable offices, the Union adds, this creates a contradiction with 531.61.

Thus, the Union contends, this revision violates the provisions of Article 14 [Safety and Health] of the National Agreement and is not fair, reasonable, or equitable.

The Postal Service argues that to the extent 531.61 omits a reference to nonmaintenance capable offices, that provision -- which was not revised -- is not subject to challenge in this case. The Postal Service also notes that this provision contains no general exemption for nonmaintenance capable offices. It asserts that the record shows the Postal Service does require such offices to follow applicable standards; instructions and guidelines applicable to those offices are addressed to them. In particular, the MMO cited by the Union, relating to cleaning the CSBCS, includes nonmaintenance capable offices within its scope.

Handbook MS-39

The Union protests elimination of the reference to Handbook MS-39 in ASM 533.521, which previously provided:

533.521 The following handbooks contain methods for custodial work:

- a. Handbook MS-10, *Floors, Care, and Maintenance.*
- b. Handbook MS-39, *Fluorescent and Mercury Vapor Lighting, Cleaning, and Relamping.*
- c. Handbook MS-47.

The Postal Service asserts that deletion of the reference to MS-39 was proper. It had no practical impact on the work it covered, i.e., cleaning and servicing fluorescent lamps. Before this revision, the Postal Service had stopped using this handbook because it was obsolete. Much of the fluorescent lighting equipment had changed, and MS-39 contained instructions and procedures that no longer were followed.

The Union claims that the Postal Service offered no evidence to explain this deletion except the testimony of a former field manager, not involved in the ASM revision, about his opinion and practice in using MS-39. A Union witness testified that MS-39 still has applicability in facilities that continue to have this type of lighting. In any case, the Union argues, its deletion is unfair in that it fails to identify what should replace the standards and methods set out in MS-39.

The Union also contends that to the extent this revision was an attempt to retire MS-39, the method was improper. The wholesale elimination of an entire handbook, the Union argues, requires separate notice to the Union under Article 19, and may not be accomplished simply by deleting reference to it in the ASM. It urges that the reference to MS-39 should be restored until such time as the Postal Service consciously takes the appropriate action to retire and replace MS-39.

FINDINGS

Arbitrator Mittenthal in Case No. H4C-NA-C 81 (1990) stated:

The collective bargaining forces behind Article 19 seem fairly clear. The Postal Service must have sought the greatest possible managerial discretion with respect to its rule-making authority. The APWU, on the other hand, must have sought to prevent new or changed rules which might adversely affect its members. A compromise solution was inevitable. Provision had to be made for the rule changes which are necessary to the rational conduct of any enterprise. Provision also had to be made to insure against unreasonable changes.

The result can be found in the language of Article 19. Not all Postal Service regulations are subject to challenge through this clause. Only those that "directly relate to wages, hours or working conditions" can be attacked by the APWU on the ground that they are not "fair, reasonable, and equitable." A regulation not related, or only indirectly related, to "wages, hours or working conditions" cannot violate Article 19....

In another decision, Case No. H4C-NA-C 34 (1992), Arbitrator Mittenthal also observed:

There are many different ways of judging what is "fair, reasonable, and equitable." One can examine a "manual" provision intrinsically, on its own terms alone. Or one can examine such a provision from the

standpoint of history, how the present relates to the past. Or one can examine the provision through comparisons.... These are merely examples of the many possibilities of defining "fair, reasonable, and equitable." Each is a legitimate method of arguing the merits of the case....

Other arbitrators have noted that the "fair, reasonable, and equitable" standard in Article 19 is not only tautological, but ambiguous. Discussion of technical burdens of proof in the context of Article 19 does not seem to me to be very fruitful.

Subcontracting of Maintenance Services

These changes clearly directly relate to wages, hours or working conditions. Article 32.1 of the National Agreement sets forth the following general principle:

A. The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.

The provisions of ASM 535 reflect the Postal Service's application of this general principle in various maintenance contexts. Prior to the disputed changes, the three provisions in issue -- 535.111, 535.23 and 535.262 -- imposed certain conditions on contracting out of maintenance of postal equipment, window cleaning and snow and ice removal, and cleaning of tenant space. These provisions, each of which was

different, provided significant protection to the bargaining unit.

Under Article 19, the Postal Service had the right to change these provisions if the changes were not inconsistent with the National Agreement and were fair, reasonable, and equitable. Even assuming that the changes in issue were consistent with Article 32 -- and the Union has not claimed otherwise -- some justification of the need to eliminate or change the protections that had been included in these ASM provisions for many years was required to show that they were fair, reasonable, and equitable.

It is not enough for the Postal Service to claim these changes were designed to cut costs and to point out that the economic advantage standard adopted in 535.111 (maintenance of postal equipment) and 535.23 (window cleaning and snow and ice removal) was "borrowed" from 535.112 (maintenance of facility and plant equipment). The Postal Service, as reflected in the ASM, historically took a very different view of maintenance of postal equipment (to be performed by USPS personnel "whenever possible", subject to availability of capable personnel and required expertise) and maintenance of facility and plant equipment (contracting "encouraged" when economically advantageous). Indeed, as changed by the Postal Service, 535.111 is somewhat anomalous in that it begins by continuing to state that maintenance of postal equipment should be performed by USPS personnel "whenever possible", but then includes as a

new exception: "When maintenance can be performed by contract and it is economically advantageous."

The Postal Service is entitled to change its policies, subject to its contractual obligations. But if it seeks to change long-standing provisions that on their face afford considerable protection to the bargaining unit, it needs at least to provide a convincing explanation of why it determined such a change to be necessary, if it is to satisfy Article 19's requirement that the change be fair, reasonable, and equitable. In this case, there was little or no evidence on that issue.

The only concrete explanation -- and that went only to the change in 535.111 -- was the need to adjust to the changed maintenance situation resulting from the decentralization of mail processing operations and establishment of the SMP position. It may well be that this change called for some adjustment of 535.111, but the change made by the Postal Service, which applies across the board to maintenance of postal equipment in all postal plants and facilities, does not correspond to that need.

There is no evidence to support the need to change the standard in 525.23, under which window cleaning and snow and ice removal could be contracted out only when the work cannot be done expediently by the existing maintenance work force. The same is true of 535.262, under which cleaning of tenant space could be contracted out provided that space was not being cleaned by field service custodial maintenance employees. A

Postal Service witness who had no involvement in the ASM revisions simply gave his opinion as to some reasons why a tenant might prefer to have the Postal Service contract out such work. Moreover, the change is not conditioned on tenant preferences. On this record, and considering the potential adverse effect on the bargaining unit, I have no solid basis on which to conclude that these changes were fair, reasonable, and equitable.

Accordingly, I am unable to conclude that the changes to ASM 535.111, 535.23 and 535.262 are fair, reasonable, and equitable. I am persuaded, however, that decentralization of mail processing operations and the installation of the SMP position reasonably called for some change in the ASM contracting out provisions. Both parties have suggested that in these circumstances it is appropriate to remand that issue to the parties for further Article 19 discussion, consistent with the findings in this decision.⁵

Maintenance Echelons

The maintenance echelons in ASM 531.23 basically attempted to describe different levels of maintenance work: relatively simple work that could be performed by operators; "on-line" maintenance that could be performed on equipment

⁵ In addition, as the Postal Service points out, there were some other changes, for instance, in the definition of postal equipment and plant equipment that were not protested by the Union, but which affected the scope of 535.111 and 535.23. These will also need to be considered by the parties.

during normal operating hours; "off-line" maintenance to be performed at the equipment or local shop location and "depot level" maintenance performed at a remote central location.

These provisions are not primarily jurisdictional in nature. The only craft line is between the first (operator) echelon and the other echelons. There is no question that with the installation of the SMP and some other positions, that jurisdictional line has moved. The Union recognizes the need for some change, but argues that the echelons should be kept primarily because they serve to deter maintenance craft employees from claiming jurisdiction over first echelon work performed by nonmaintenance employees whose position descriptions may not expressly refer to such work.

There has been no showing that removal of the echelons, which the Postal Service views as obsolete and no longer helpful, will harm the maintenance craft or anyone else. Contractual craft lines are not affected. The Postal Service does not utilize these echelons in putting together a cohesive set of duties to be performed by a particular position. Jobs such as the SMP do not conform to the echelons. Distinctions between the second, third and fourth echelons basically reflect the general policy stated in 531.231 to perform maintenance by the lowest echelon possible, where economically practical. That goes primarily to application of the Postal Service's Article 3 right to determine the method, means, and personnel by which its operations are to be conducted.

In short, the Postal Service, under the present circumstances, no longer considers these maintenance echelons to serve a useful purpose, and there is no objective basis on which to conclude that their elimination is not fair, reasonable, and equitable.

The change to 531.33, which defines "Operational Maintenance", merely recognizes that some of the work covered in this definition is performed by other than maintenance craft employees. The Union does not disagree. This provision does not empower the Postal Service to expand the work of other crafts or nonbargaining unit employees to the detriment of the maintenance craft. This change also is fair, reasonable, and equitable.

Offices Without Maintenance Capability

The Union makes a valid point that documents covered by 531.61 may apply to offices that no longer are covered by that provision because of the change to 531.52, which the Union does not otherwise object to. While 531.61 was not changed, one cannot fairly evaluate the reasonableness of the change to 531.52 in a vacuum. While the Postal Service states that the relevant documents will still go to all appropriate offices, it offered no reason why this could not have been indicated in the ASM. On its face, the change to 531.52 creates a result that is not fair, reasonable, and equitable, but this can easily be corrected. Accordingly, this change will be remanded to the

parties for further Article 19 discussion consistent with the findings in this decision.

Handbook MS-39

Union witness Lingberg stated that MS-39 is an "important" handbook because it outlines criteria for cleaning light fixtures and relamping procedures under which fluorescent tubes are automatically replaced at certain intervals. A management witness with substantial field experience stated, however, that the latter procedures no longer are followed and that some of the cleaning methods described in MS-39 are contrary to present postal policies.

The methods to be used in cleaning and relamping fluorescent and mercury vapor lighting are a matter to be determined by the Postal Service under Article 3, subject of course to its obligation to protect the health and safety of its employees. While the record in this matter is not as developed as might be desirable, it seems that this manual basically is obsolete and no longer was being followed in the field. There is no evidence that its discontinuance raised any safety or health issues or otherwise had any detrimental effect on working conditions. Nor is there an evidentiary basis on which to conclude that employees in the field now are at a loss as to how they are expected to clean and replace these light fixtures, to the extent they still exist.

I am not persuaded on this record that elimination of the reference to MS-39 in 533.521 was inconsistent with the National Agreement or was not fair, reasonable, and equitable. Nor is it clear to me that the Postal Service was required to provide separate notice of the proposed retirement of MS-39 or required to replace it with another handbook if it determined that was unnecessary.

AWARD

The Union's challenge to the changes in the ASM 530 provisions in dispute is sustained in part and denied in part. The challenge to the changes in ASM 531.23, 531.33 and 533.521 is denied. The challenge to 535.111, 535.23, 535.262 and 531.52 is sustained to the extent set forth in the above Findings, and those provisions are remanded to the parties for further Article 19 discussions consistent with these Findings.



Shyam Das, Arbitrator