

National Arbitration Panel

|                               |   |                      |
|-------------------------------|---|----------------------|
| In the Matter of Arbitration  | ) |                      |
|                               | ) |                      |
| between                       | ) |                      |
|                               | ) | Case No.             |
|                               | ) | I94T-4I-C 98116745   |
| United States Postal Service  | ) |                      |
|                               | ) | (Line J -            |
| and                           | ) | Custodial Employees) |
|                               | ) |                      |
| American Postal Workers Union | ) |                      |
|                               | ) |                      |

Before: Shyam Das

Appearances:

For the Postal Service: Courtney B. Wheeler, Esquire

For the APWU: Melinda K. Holmes, Esquire

Place of Hearing: Washington, D.C.

Dates of Hearing: June 18, 2002  
April 23, 2003  
September 11, 2003  
September 12, 2003

Date of Award: July 12, 2004

Relevant Contract Provision: Article 19, 1974 MS-47 Handbook

Contract Year: 1994-1998

Type of Grievance: Contract Interpretation

### Award Summary

The issue raised in this arbitration is interpretive and, hence, arbitrable at the National level. The issue is decided on the basis set forth in the above Findings. The underlying grievance from Iron Mountain, Michigan, is remanded to Step 3 to be resolved consistent with the Findings in this decision.

  

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Shyam Das, Arbitrator

BACKGROUND

I94T-4I-C 98116745

The underlying grievance in this case arose in Iron Mountain, Michigan. The basis for the grievance is set forth in the Step 2 appeal form, dated July 28, 1998, as follows:

On 7/06/98 the union became aware that management had failed to work the required number of custodial cleaning hours in PP 12 WK 1 98 (Exhibit 1) as per PS Form 4852 (Exhibit 2). The union contends that management is in violation of Article 19 of the National Agreement, to include handbook MS-47, Section 116 (Exhibit 3). The union maintains that once a custodial staffing has been determined, that staffing and cleaning level must be maintained.

According to the PS Form 4852, a total of 204.10 hours have been determined as the cleaning level. Exhibit 1 is a copy of the hours spent by all custodians in Operation #747 for PP 12 WK 1. The report shows that 192.01 hours in week 1 were worked. The union maintains that 12.07 hours remained unworked in week 1.

Exhibit 4 are copies of custodial schedules, routes and bypasses for the period in question. The union maintains that the Postal Service is not cleaning according to the standards established in the MS-47. Arbitrator Howard Gamser held in 1981 that the provisions of Article 19 impose upon the Postal Service a duty to abide by the standards in the MS-47, for performance frequency, Case #A8-NA-0375.

At Step 3, the Postal Service declared the issue in this grievance to be interpretive. The Union appealed the grievance to Step 4. In its Step 4 answer, dated September 12, 2000, the Postal Service asserted:

The issue in this grievance is whether management is required, at a minimum, to use the number of hours each week noted on line J of PS Form 4582[sic], Workload Analysis Summary.

The Union appealed the grievance to National Arbitration on September 13, 2000.

At the time this grievance arose, the 1983 MS-47 Handbook (Housekeeping - Postal Facilities) was in effect. It replaced an earlier 1974 MS-47. As indicated in both documents, the MS-47 "concerns itself principally with staffing and scheduling" relative to custodial maintenance. Staffing entails a three-step procedure in which a building inventory is taken, frequency of performance is determined, and staffing requirements are developed. A key difference between the 1974 MS-47 and the 1983 MS-47 is that the former established fixed frequencies for how often particular areas and components of postal facilities were to be cleaned. The 1983 MS-47, which was negotiated with the APWU in settlement of an Article 19 grievance, establishes a range of frequencies. At a given facility, management may select the frequency for particular tasks within the specified range, but its selection must be commensurate with the Postal Service's responsibilities for maintaining a clean, healthy and safe work environment for postal employees and customers. Moreover, as set forth in Section 116 of the 1983 MS-47:

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.

In a 1981 National Arbitration Award in Case No. A8-NA-0375 (Gamser Award), Arbitrator Howard Gamser rejected the Postal Service's contention that the 1974 MS-47 was merely a guide and that management had the right "to change forms, formulae, frequencies of cleaning as set forth in the Handbook", provided it maintained a satisfactory level of cleanliness. The opinion in the Gamser Award states:

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 the officer 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.

\* \* \*

By requiring that the Postal Service adhere to the standards or criteria for unit performance as well as frequencies contained in the MS-47 Handbook, this Arbitrator is not imposing a manning floor or any manning commitment upon the Service in carrying out its maintenance responsibilities. The Service is required to instruct its facilities to employ these unit performance criteria and frequency standards in determining the number of man hours which will be required to perform the tasks at hand. Whether the man hours thus required are filled by employing overtime or by the reassignment of employees from activities in which they might otherwise have been engaged, not prescribed by standards or criteria in some other handbook, manual or published regulation, is a management decision.

For the reasons outlined above, the Arbitrator is of the opinion and must find that the provisions of Article XIX impose upon the Service a duty to abide by the criteria or standards established in the MS-47 Handbook for both unit performance as well as frequencies. The unilateral determination to depart from those standards, and particularly from the minimum frequencies contained in the Handbook, have resulted in violations of Article XIX. Article XIX incorporates by reference these working conditions into the collective bargaining agreement. Such modifications thus unilaterally imposed by management which have an adverse impact upon the tenure of employment or the workload of the employees affected must be rescinded.

In its Step 4 answer in the present case, the Postal Service stated:

There is no dispute between that parties that the Gamser Award requires the Postal Service to adhere to minimum standards and frequencies developed in conjunction with the MS-47 Handbook, *Housekeeping-Postal Facilities*. Contrary to the Union's position however, the Postal Service is not bound by a manning floor.

\* \* \*

Gamser clearly held that the unit performance criteria and frequency standards in the then existing MS-47 were to be used to determine the number of man hours required to perform the cleaning tasks. He left management with the discretion of where, when, and how to obtain the employees who would work the required hours.

Postal Service Form 4852, Workload Analysis and Summary (PS 4852), is covered by Section 240 of the 1983 MS-47. Sections 241 and 242 state:

- 241 Form 4852 (See Appendix, Exhibit C) is a preprinted form designed to permit calculation of the building cleaning staffing requirement for all postal facilities.
- 242 Preprinted on the form are: job requirements (areas or components to be cleaned such as workroom toilets, offices, etc.), operations to be performed (clean, police, etc.), the unit by which different components are

measured (Sq. Ft., Fixture, etc.) and the time, in minutes, required to do the operation on one unit of measure. (e.g.: It takes 4.5 minutes to clean one workroom toilet fixture.)

PS 4852 is used to determine the number of minutes per week needed to perform area requirements (for example, cleaning and policing of work room toilets) and the minutes per year needed to perform component requirements where the frequency of performance may vary from once per week to once per year (for example, cleaning light fixtures or snow removal). Using PS 4852, the minutes per year for all job requirements are totaled and converted into work hours per year (Line D). Additional hours for training, breaks and wash-ups are calculated based on established formulae. The total work hours per year, which is used for staffing purposes, is recorded on Line H of PS 4852. Line J -- work hours per week -- is calculated by dividing Line H by 52. The instructions in Section 243(t) of the 1983 MS-47 state:

t. Divide line H by 52 (weeks) to obtain workhours per week. Round to the nearest tenth of an hour. Enter this figure in column (P) line J. Refer to applicable regulations in the *Administrative Support Manual* to determine if the facility may be cleaned by contract. If the facility is to be cleaned by contract, no further calculations are required.

If the facility is not to be cleaned by contract, the number of full-time equivalent postal employees needed to perform the work (Line K) is determined by dividing Line H by the current productive annual work hours for one USPS custodial employee -- 1760 on the PS 4852 at issue in this case.<sup>1</sup>

Section 340 of the 1983 MS-47 provides:

340 Scheduling

a. In larger facilities scheduling will be done in accordance with the national handbook or national system by which the office operates.

b. In smaller facilities that do not operate under a specific national handbook or national system, the management official in charge of the facility will be responsible for scheduling. If necessary, the senior MSC maintenance official will provide assistance in scheduling.

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<sup>1</sup> It appears that at least by 1991 the determination as to whether the work was to be contracted out was determined on the basis of the Line D total. (See Section 5(2)(b) of MMO-21-91.) In 1994 the parties agreed to a different methodology for determining whether custodial work at a particular facility can be contracted out which is based on facility area rather than work hours. The Union notes that PS 4852 was not revised, and the total work hours per week continued to be shown on Line J. The Postal Service notes that the calculations on PS 4852 were computerized in or about 1991. In 2001, the Postal Service reissued the MS-47 Handbook with significant changes. The Union grieved those changes, and its challenge is pending arbitration. The decision in the present case concerns only the 1983 MS-47.

c. Actual day to day assignments depend on the number of custodial personnel reporting. Generally, when excessive unscheduled absences occur the component cleaning routes should be limited before area cleaning routes.

A Postal Service witness pointed out that Section 340(c) provides greater flexibility than the preceding 1974 MS-47 which only permitted cutbacks in component, not area, cleaning.

A number of management witnesses testified that various Union representatives at the national and local levels had expressed the position that the Postal Service contractually is required to schedule and work the "Line J hours" each week without exception. Starting in the late 1980's or early 1990's, according to Postal Service witnesses, local grievances began to be filed protesting Management's failure to schedule and/or work all Line J hours. Some of these grievances were sustained in regional arbitration. A considerable number of such grievances are now being held at Step 2 and Step 3 pending this National Arbitration.

Steven Raymer, APWU Maintenance Division Director, testified:

The substance of the [underlying] grievance appears to originate with [the fact that the] ... Line J hours were not either scheduled or worked. The Line J represents the weekly work hours that are supposed to be scheduled. Line J constitutes a body of work.

\* \* \*

Now apparently they didn't perform all the work and that is what a bypass report would indicate. And the local would have had bypass reports to show that work wasn't done. The triggering incident would be that Line J wasn't met because that is normally what it is going to take.

... That should tell a local to look into whether or not the work was performed and whether there was compliance with Arbitrator Gamser's award that the work had to be performed.

And in this case, it appears the local union has, as a remedy for the work not being performed, a difference in hours between the work that was done and the Line J hours, which is, in fact, a traditional remedy that is applied in the field. Line J is used as a remedy. When the work is not done, we get the Line J hours.

\* \* \*

... [F]or a fully, properly documented grievance, they would find out what work was not performed.

\* \* \*

Because it would be possible in some circumstance that a custodian would work quicker. Maybe the place wasn't as deteriorated as normal after a given operation or it was likely used in between. They would get it done quicker. That could then reflect less hours after looking at the week. But if all the work was nonetheless

performed, then the Union doesn't have an issue.

Mr. Raymer also testified on cross-examination:

Q Now sir, work hours per week. Line J, you say, represents the work hours that must be done every week?

A Those are the hours that need to be scheduled every week.

Q Well, need to be. Does that mean must be?

A Yes.

Q In your opinion.

A Yes.

Q Okay. So regardless of circumstance, they must be scheduled that week.

A Yes.

A Postal Service witness who scheduled maintenance work at the Iron Mountain facility during the week at issue in the underlying grievance in this case noted that week included the Memorial Day holiday. In preparation for this arbitration, she reviewed the bypass reports and schedules submitted by the Union with the grievance. She testified that the work which the Union claims was not scheduled and/or performed that week was work in portions of the facility that normally would have been open, but were closed due to the holiday and, therefore, did not need to be cleaned. The one exception was the break room which

erroneously was reported to have been bypassed, when it actually was cleaned on the holiday.

The parties agree that the underlying grievance and the issue raised in this case do not involve staffing. The Iron Mountain facility was fully staffed in accordance with the 1983 MS-47.

#### UNION POSITION

At the outset of the arbitration the Union took the position that this case was not arbitrable at National Arbitration because it does not raise an interpretive issue.<sup>2</sup> The Union chose not to seek bifurcation in this case, in part because its positions on arbitrability and on the merits are intertwined.

The Union contends that the issue in this case, as defined by the Postal Service at Step 4, is not an interpretive issue. Whether the Postal Service is required to use the number of hours reflected on Line J of any particular PS 4852 each or any week at a specific facility is a matter that can only be determined based upon unique local fact circumstances.

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<sup>2</sup> Because the Postal Service declared the underlying grievance to be an interpretive issue at Step 3, the Union explained, the only way the Union could get that grievance arbitrated was to appeal it to Step 4 and then to National Arbitration, where the Union seeks to have the grievance returned to Step 3 to be arbitrated at the regional level.

The Union stresses that there is no disagreement between the parties or dispute in this case over the Postal Service's obligation to schedule and perform all of the custodial tasks indicated on PS 4852 and to provide employees with time for training, breaks and wash-up in accordance with the National Agreement and local agreements. This work, its derivation and performance, is a requirement of the 1983 MS-47 Handbook in effect when the underlying grievance arose at Iron Mountain, Michigan. If the hours performed are not the same as the hours on Line J, but the standards of the MS-47 are met, the Union does not dispute solely the difference in hours. Whether the Postal Service's commitment to maintain a clean, safe and healthful work environment by complying with the PS-47 is violated by a deviation from Line J will depend on facts particular to each situation.

The Union maintains, however, that Line J can be an accurate measure of the hours worked each week at a particular facility. Generally, Line J hours can be and often are a close, if not exact, calculation of the hours of work for bargaining unit employees performing the various custodial tasks management has listed on PS 4852, a principle that also has been accepted by regional arbitrators. Numerous factors particular to a specific location dictate if there are deviations from this rule. Depending on such factors as the type of custodial work management chooses to perform, whether any of that work is seasonal, local agreements on wash-up times, the relative weight of area cleanings hours (which if bypassed cannot be made up) to component cleaning hours (which if not completed can be

backlogged for later performance), the frequency with which area cleaning is to be performed, whether a facility is operational on holidays, and how management chooses to schedule work, the hours on Line J can accurately reflect the number of custodial hours worked per week at a particular facility. It therefore is impossible, the Union insists, to conclude that the hours on Line J are never the hours custodians should be or actually are working in any given week at any specific facility.

The Union further objects that the Postal Service raised two new arguments for the first time during the arbitration hearing. The Union contends those arguments should not be considered, but in any event are without merit.

The first new argument, the Union asserts, is the Postal Service's claim that Section 340(c) of the 1983 MS-47 referencing excessive unscheduled absences demonstrates that Line J is not an accurate measure of work that must be performed. On the merits, the Union stresses that Section 340(c) neither indicates this, nor provides that the Postal Service is excused from performing custodial work because of absences. Clearly, the Union argues, the Postal Service and regional arbitrators have been and are able to contend with this and other unusual exceptions when Line J hours, and thus work, should, but cannot, be performed under the specific circumstances of a particular case. As with the varied circumstances that might explain discrete deviations from PS 4852 and Line J, however, these exceptions cannot swallow the rule.

The second new argument the Union objects to is the Postal Service's claim that, regardless of its accuracy, the very nature of Line J makes it an inappropriate and improper measure of the Postal Service's obligation to perform certain custodial work. This position is premised on the Postal Service's assertion that Line J only can be referred to as an outdated measure of when the Postal Service can contract out custodial work. The Union contends this argument also is without merit because there is no basis to preclude the Union from looking to Line J as a measure of a possible violation of the Postal Service's undisputed obligation to perform the underlying work.

#### EMPLOYER POSITION

The Postal Service asserts that the "Line J" issue in this case has existed since the late 1980's or early 1990's when the Union first began to file grievances in which it asserted that the mere fact that Line J hours were not worked, by itself, constituted a contractual violation. The Postal Service maintains that the Union has attempted to obfuscate the issue to suit its own purposes by also alleging in some grievances that the Postal Service violated the National Agreement because it failed to perform specified cleaning work that was supposed to be performed on a weekly basis, and in other grievances blending the two allegations. Nonetheless, the issue is clear. As stated in Management's Step 4 answer it is: whether management

is required, at a minimum, to use the number of hours each week noted on Line J of form 4852.

The Postal Service contends this is an interpretive issue properly to be decided at National Arbitration. First, it requires an interpretation of the 1983 MS-47 Handbook which is incorporated in the National Agreement and which has been interpreted in different ways by regional arbitrators. Second, this MS-47 is the product of national level discussions conducted pursuant to Article 19 of the National Agreement, and, hence, a proper subject for interpretive arbitration. Third, the Union incorrectly assumes that because a decision in this case can be applied to the facts in the grievance that is serving as the vehicle to raise the interpretive issue, the underlying issue is not interpretive. Fourth, the issue raised by the Postal Service is substantially similar to the underlying issue confronting Arbitrator Gamser when he had to determine the proper interpretation of the earlier 1974 MS-47 in National Arbitration.

On the merits, the Postal Service contends that the 1983 MS-47 clearly states that Line J's only purpose is to determine whether facility cleaning can be contracted out. At no time, the Postal Service stresses, was Line J ever used to establish weekly hours for custodial employees. In 1994, Line J ceased to have any purpose because the parties adopted a new methodology to govern contracting out. Although Line J remained on PS 4852 after 1994, it did so only because staffing calculations were by then performed using a computer program

that would have had to be rewritten, and it was a figure that could be ignored because it was not used for anything else.

The Postal Service stresses that the Union presented no documentary evidence or creditable testimony to support its assertion that the 1983 MS-47 establishes a guaranteed number of weekly work hours that must be worked by custodial employees. The sole purpose of the 1983 MS-47 is to determine custodial staffing requirements, as stated in both the transmittal letter issuing the 1983 MS-47 and the Handbook itself. Not only does the 1983 MS-47 not include any guarantee of weekly work hours, Section 340(c) shows just the opposite -- that scheduled work may not be done, especially if it is component cleaning. Where the 1974 MS-47 stated that PS 4852 was used to determine weekly man-hour requirements, the 1983 MS-47 states that the form is used to determine the staffing complement, a matter not in issue in this case.

Moreover, the Postal Service argues, the hours on Line J are based on a normal work week, whereas about twenty percent of the work weeks in a year are not normal, including ten weeks with federal holidays in addition to days when particular offices or facilities are closed due to weather or local events. The Postal Service has not agreed to pay employees to work on days when the building is closed or when they failed to report to work due to illness or vacation. The Postal Service also notes that PS 4852 includes job requirements such as lawn cutting and snow removal which not only are seasonal, but may vary from the norm due to climatic factors.

Finally, the Postal Service contends in its post-hearing brief that the 1981 Gamser Award is not controlling in this case. It was based on the totally different 1974 MS-47.

#### FINDINGS

The parties agree that the issue presented in this arbitration is that set forth in the Postal Service's Step 4 answer, which is: "Whether management is required, at a minimum, to use the number of hours each week noted on Line J of PS Form 4582 [sic]." The underlying grievance filed in Iron Mountain, Michigan, can be read as asserting such a claim. Although it does not specifically mention Line J, it cites a failure to work the number of hours that correspond to those on Line J of the applicable PS 4852. The grievance also asserts more broadly a failure to clean according to the standards established in the MS-47.

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. I view that to be an interpretive issue.

It also is an issue on which, ultimately, there is little if any dispute. The Union's post-hearing brief plainly states that if the hours performed are not the same as the hours

on Line J, but the standards of the MS-47 are met, the Union does not dispute solely the difference in hours. Some additional context is needed, however, in order to fully understand this narrowly drawn issue.

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. There is no dispute that the Iron Mountain facility was a properly staffed office at the time this grievance arose. 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. That is squarely acknowledged in the Postal Service's Step 4 answer in this case, as well as in a Step 4 settlement dated April 19, 1998 in Case D94T-1D-C 97084381 (Union Exhibit 8). 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.

While the Union does not espouse an absolutist position with respect to the hours on Line J of PS 4852, it rightly points out that Line J hours can be and often are a close, if not exact, calculation of the hours of work for

bargaining unit employees performing the various custodial tasks management has listed on PS 4852.

It is important to keep firmly in mind just what the hours listed on Line J represent. Those hours are merely the mathematical expression of one fifty-second (1/52) of the total yearly work load set out on Line H of the PS 4852. At one time, Line J was used to determine if the custodial work at a particular facility could be contracted out. Actual staffing of the facility -- if the work cannot be contracted out -- is determined on Line K, which takes into account the current productive annual work hours for one USPS custodial employee. Both Line J and Line K are derived from Line H. Line H represents the total number of hours of custodial work, factoring in training, breaks and wash-ups, to be performed in a year as determined using the criteria and standards in the MS-47. Line H is what is critical.

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. Resolution of grievances alleging a failure to comply with the standards of the 1983 MS-47 in a properly staffed facility will almost surely

require a case-by-case analysis taking into account those local factors that may be relevant in a particular case.<sup>3</sup>

Much of the work listed on the PS 4852 -- area cleaning and policing -- is to be done at set intervals each and every week. Some component work also may be required to be done as often as once a week. But other component work is to be done less frequently, for example, monthly or quarterly. Management has some flexibility in scheduling the latter work -- for instance, it might schedule less than the average amount of such component work in a prime vacation week and more in other weeks.<sup>4</sup> If there is an unscheduled absence, some component work that was scheduled to be performed that week can be backlogged and performed at a later date.

PS 4852 also includes seasonal component work such as lawn mowing and snow removal, which is not spread evenly throughout the year. There will be weeks when none of that seasonal work is -- or could be -- done, and others when much more than the weekly average included in Line J is done. This

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<sup>3</sup> A review of the regional arbitration awards submitted as exhibits in this National Arbitration indicates that, while the contractual analyses may differ, the record in those cases in which the Postal Service was found to have committed a violation evidenced a failure to perform work required to comply with the standards of the 1983 MS-47 -- in some cases for a considerable period of time -- not just a failure to work the number of hours listed on Line J.

<sup>4</sup> A properly staffed office will have sufficient custodial staff to cover for vacations, but vacations may not be evenly spread throughout the fifty-two weeks in a year.

may or may not be precisely balanced by varying the other component work done in the same week. Moreover, in any given year there might be a need for fewer (or more) hours to perform such seasonal work than the total annual hours included on the PS 4852. Theoretically, at least, in a year in which it snowed much less than average, the Postal Service could fully comply with the MS-47 standards and yet work less than the total numbers of hours on Line H.

As the Postal Service also points out, the hours shown on the PS 4852 are based on standards which evidently do not take into account holidays (or other occasions) that may result in all or part of a facility being closed during what otherwise would be normal operating hours. This could provide management a legitimate basis on which to schedule and/or work fewer cleaning and policing hours than those shown on the PS 4852, while still maintaining a clean and healthful working environment consistent with the MS-47 and the Gamser Award. That may have been the case at Iron Mountain during the week in issue, but that depends on local facts and circumstances, and is not an interpretive matter to be decided here.

Even when management schedules sufficient hours to perform the necessary custodial work consistent with the MS-47, it may be faced with unexpected absences. Whether, under the facts of a specific case of that sort, a failure to perform work in accordance with the PS 4852 constitutes a contractual violation and, if so, what if any remedy should be imposed, are separate issues that are not part of this case.

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. The average weekly hours total shown on Line J of PS 4852 is an approximate yardstick against which to measure management's compliance, but does not constitute a rigid obligation which cannot be deviated from. As noted above there are a variety of circumstances in which management may schedule and/or work fewer hours than the Line J average in a particular week without violating its obligation to conform to MS-47 standards consistent with the Gamser Award.

AWARD

The issue raised in this arbitration is interpretive and, hence, arbitrable at the National level. The issue is decided on the basis set forth in the above Findings. The underlying grievance from Iron Mountain, Michigan, is remanded to Step 3 to be resolved consistent with the Findings in this decision.

  
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Shyam Das, Arbitrator