

**SETTLEMENT AGREEMENT
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

RE: Q18T-6Q-C 21160044/HQTT20210109 – Revisions to the Administrative Support Manual, Issue 13, Sections 531 and 535

Recently, the parties met to discuss the above-captioned grievance at Step 4 of the grievance/arbitration procedure. Time limits were extended by mutual agreement.

The issue in this dispute is, whether the Postal Service violated Article 15 of the National Agreement, by its definition and application of the Administrative Support Manual (ASM) 13, Sections 531 and 535 to offices that are considered Maintenance Capable or Non-Maintenance Capable.

The parties agree to revise the ASM, Issue 13, last updated in February 2023, as follows:

531.52 Offices Without Maintenance Capability

These are small offices with very small maintenance staffs. Clerk cleaned offices in accordance with the USPS/APWU Memorandum Of Understanding (MOU), *Re: Custodial Duties in Small Post Offices*, and contractor cleaned offices in accordance with the USPS/APWU MOU, *Re: Subcontracting Cleaning Services*, would fall into this classification. Basic maintenance functions in these offices are:

- a. Cleaning. Depending on Postal Service economic analysis, size of office and cleaning workload, cleaning is performed:
 1. Under contract.
 2. By classified Postal Service custodian.
 3. Clerk-cleaned offices in accordance with USPS/APWU MOU, *Re: Custodial Duties in Small Post Offices*.
 4. As a responsibility of the Lessor in Lessor-cleaned offices.
- b. Building and Building Equipment Maintenance. Postmasters are responsible for enforcing maintenance responsibilities imposed on lessors of leased facilities. They are also responsible for ensuring that any maintenance responsibilities imposed on the Postal Service by a lease are fulfilled. When the Postal Service is responsible for maintenance of an associate office, station or branch, and corrective maintenance is required, the field maintenance office (FMO) should be contacted (see 536). The FMO decides whether to have postal personnel perform the maintenance or to contract locally for the service, subject to applicable USPS/APWU MOUs and/or Article 32 provisions of the National Agreement between the USPS and APWU.
- c. Postal Equipment Maintenance. Field maintenance offices are responsible for repairing postal equipment on-site when repairs cannot be made by exchanging parts or equipment, and when contracting for the work is impractical. Any contracting of the work is subject to applicable USPS/APWU MOUs and/or Article 32 provisions of the National Agreement between the USPS and APWU.

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.
- b. When maintenance can be performed by contract, which is subject to applicable USPS/APWU MOUs and/or Article 32 provisions of the National Agreement between the USPS and APWU.

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. Contract service may be authorized subject to applicable USPS/APWU MOUs and/or Article 32 of the National Agreement between the USPS and APWU. The provisions of the applicable Handbook MS-47, *Facility Cleaning*, must also be applied.

The Postal Service will begin the revision process to the ASM, Issue 13, within thirty (30) days of the signing of this agreement.

Any revisions to the above referenced sections following implementation of this agreement, that directly relate to wages, hours or working conditions of bargaining unit employees, will be done in accordance with Article 19 of the National Agreement.

The parties agree that any regional or local grievance held pending this national dispute will be processed in accordance with this agreement and individual fact circumstances up to and including local or regional arbitration. This agreement also resolves any and all issues and remands relative to the Arbitrator Das National Award for case number, HOC-NA-C 19007.

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

Sincerely,

Shannon Richardson

Shannon Richardson
Director
Contract Administration (APWU)
United States Postal Service

Idowu Balogun

Idowu Balogun
Director
Maintenance Division
American Postal Workers Union, AFL-CIO

Date: February 15, 2024