

AMERICAN POSTAL WORKERS UNION

MAINTENANCE DIVISION

ARTICLE 7, SECTION 2

GRIEVANCE HANDBOOK

Until recently, the Postal Service has used the concept of "equipment specific" to determine the rate of pay for employees to work on equipment. That is to say, level 9 Electronics Technicians were assigned to maintain ZMT's, Multiline OCR's, Process Control in the BMC's etc. MPE mechanics were assigned to Facer Cancellers, MPLSM's and conveyor systems in the BMC's. Recently, the Postal Service has refused to negotiate the assignment of appropriate skill levels to maintain specific equipment.

The Postal Service has undertaken a new concept of maintenance called Total Productive Maintenance (TPM). Basically, this concept changes from "equipment specific" to "task specific" assignment of work. This means that the Postal Service will determine the proper level to pay an employee based on the work being performed and not on the equipment being worked on. In recent meetings the Postal Service, in response to our questions about the Advance Facer Caller (AFCS), stated that the appropriate level to do the work "depended on the type of work being done, it could be a General Mechanic, and MPE, or an ET." While this will result in a significant increase in the number of grievances filed for higher level pay, our Union is certainly up to the task.

We feel it is extremely important that we ensure the rights of our occupational groups to specific work by aggressively enforcing Article 7. This is a comprehensive program to assist local officers and stewards in this area.

Over the last several years Article 7 Sections 2B and 2C has been widely used to preserve work for a particular craft, occupational group or level. In the Maintenance Craft we have been extremely successful in not only preserving occupational group lines but in winning significant cash awards when management utilized employees across occupational group lines.

Article 7 Section 2B & 2C

Crossing Occupational Groups

B. In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule.

C. During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary.

We have attached a list of arbitration cases dealing with the type of cross-occupational group assignments prohibited by Article 7. We have also attached a brief summary of the decisions to help you understand the thinking of the arbitrators. If you need copies of

the full decisions please contact our office.

As the attached summaries show, two conditions must exist before a cross occupational assignment would be proper; there must be a heavy work load in MPE-6 occupational group and a light workload in the occupational group assigned to do the work. For purposes of determining whether or not a light or heavy workload exists, you should look to several factors. If employees in an occupational group are not working overtime to the limits of Article 8, a strong argument can be made that an "exceptionally heavy workload" does not exist and other occupational groups should not be assigned to work in that occupational group. Thus, if a grievance protesting such assignments is filed, information concerning overtime records should be put in the file.

It would also be difficult for management to contend an occupational group is "experiencing a light workload" if overtime is being worked or if there is a backlog of work orders or if route sheets normally performed by that occupational group are incomplete or are bypassed. It would be necessary to include in the file copies of overtime records, pending work orders, or records of bypassed routes.

We have attached a three part Article 7.2 Grievance Form. This form should assist Local Stewards in providing the documentation necessary to process a grievance for a violation of Article 7.2.B

and/or Article 7.2.C.

The Postal Service is just now changing from the "equipment" to the "task" specific concept and there is little, if any, arbitration history as to what route is to be performed by what level. This will require to you to be extremely careful at the local installation that the proper level is assigned to a particular route as a basis for starting any grievance activity under Article 7. Because of the way arbitrators have interpreted Article 25, this will require that the work being performed be matched to a job description to determine the appropriate occupational group and level.

Let's assume that management normally assigns Route Sheet #1 to an MPE-6 and that this is the proper level for the work being performed. If management should assign an employee in another occupational group in the same or higher level to perform this Route Sheet, an Article 7.2 grievance should be filed. If management assigns an employee in another occupational group that is in a lower level and does not pay the assigned employee higher level pay, two grievances should be filed. A grievance should be filed under Article 25 to pay the assigned employee higher level and a grievance for the Article 7.2 violation should be filed.

We fully realize how much work is involved and how difficult it is going to be to police Article 7 in this manner. However, we truly

believe this is the only way we are going to be able to preserve the distinction between occupational groups that currently exists in our craft.

We have developed and attached a form which you may wish to use to help keep track of the various pieces of equipment and its route sheets, who performed the routes, and on whose behalf the grievances have been filed.

In those instances where the work is assigned to an employee in the same level for less than a full day, Article 7 Section 2B comes into play. Let's assume that a level 6 Engineman is assigned to perform route MPS-001 that is normally, properly assigned to a level 6 MPE Mechanic. In this case Article 7.2.B. allows this cross occupational group assignment only if there is not enough engineman work to complete the day and the employee is qualified to do the work. To successfully process a grievance in this example it would be necessary to prove that there was work (route sheets or work orders, for example) that is normally, properly assigned to the engineman that should have been assigned to the engineman. Please note that in this case there is no heavy workload-light workload requirement. This means that no matter how much work the MPE 6 has to do the Engineman cannot "help out" unless he/she runs out of work. Once again, if management makes such an assignment improperly, the remedy would be to pay overtime to the MPE 6 equal to the amount of hours he/she would have worked except for the

improper assignment.

We have attached two sample forms to assist you in keeping track of these types of violations. The first is a blank form for your future use and the second is filled out using the two examples mentioned above.

ARBITRATION SUMMARIES

1. H8S-5F-C-8027 Arbitrator Bloch - National

"There is no reason to find that the parties intended to give Management discretion to schedule across craft lines merely to maximize efficient personnel usage; this is not what the parties have bargained. That an assignment across craft lines might enable Management to avoid overtime in another group for example, is not, by itself, a contractually sound reason. It must be shown either that there was "insufficient work" for the classification or, alternatively, that work was "exceptionally heavy" in one occupational group and light, as well, in another.

2. H8C-2F-C-7406 Arbitrator Mittenthal - National

"The principle seems clear. Where Management makes a cross-craft assignment, it must justify that assignment under the terms of VII-2-B or VII-2-C. If no such justification is provided, the cross-craft assignment is improper under the "inherent proscription..." in VII-2. The Postal Service does not claim Arbitrator Bloch's interpretation is incorrect.

3. C4T-4K-C-9083 Arbitrator McAllister - Mid MO GMF, MO

"ISSUE Did the Postal Service violate the terms of the National Agreement when it assigned Level 1 Cleaner duties to the Grievant, a level 9 Electronics Technician?"

"... the Postal Service argues it may assign the Grievant to do the custodial work because his Standard Position Description contains the phrase "performs such other duties as may be assigned". The language of Article 7, Section 2, is clear and unambiguous. It is not limited to situations involving cross craft assignments. Rather, it encompasses work in different occupational groups or levels. As concluded by Arbitrator Martin, I, too, must "support the National Arbitration awards".

4. E4T-2B-C-528 Arbitrator LeWinter - South Jersey MSC, NJ

"The question in this case is management's right to cross occupational groups and wage levels within the Maintenance Craft". "If management was obligated to utilize a certain occupational group and wage level employee, the fact that another employee would achieve the desired result less expensively does not permit a violation of its contractual obligations". "Article 7, Section 2, permits cross-craft assignments in paragraphs B and C. This Article must be read in combination with Article 38". "Paragraphs B and C are set forth as exceptions to the general rule of job assignments and, as such, must be construed strictly. Since job assignments are defined in Article 38 to include both occupations

(job description) and wage level, management may cross those job assignments only where permitted by Article 7".

5. C4T-4H-C-16077 Arbitrator Martin - Topeka, KS

"ISSUE Was the Postal Service in violation of the Agreement when it used an Engineman PS-6 to fill a temporary vacancy for ET-9 when there were ET's on the OTDS"?

"If read by itself, Article 25.4 certainly appears to justify the assignment made by Management. The question presented, and the only one, is whether Article 7.2 is a restriction on the rights of Management under Article 25.4. If National Arbitration A8-3 1157, Mittenthal quoting Block, the finding was made that Article 7.2.B.&C are the only justification for violating the proscription in Article 7.2".

6. C4V-4K-C-16077 Arbitrator McGury - Hazelwood, MO

"We observe that 7.2 does not stop with crafts, but goes on to list "occupational groups or levels". It is clear that the prohibition against crossing job lines is not limited to inter-craft assignments.

7. C4T-4G-C-18108 Arbitrator Epstein - Indianapolis, IN

"THE ISSUE Was the Postal Service in violation of the Labor Agreement between the parties when on February 10, 11 and 12, 1986, it assigned Clem Tiggs, a Tool and Parts Clerk, to perform Maintenance Control work"?

"AWARD The Postal Service was in violation of the Labor Agreement between the parties when on February 10, 11 and 12, 1986, it assigned Clem Tiggs, A Tool and Parts Clerk, to perform Maintenance Control work.

8. C7T-4D-C-16172 Arbitrator McAllister - Chicago, IL

"Article 7, Section 2 has been the subject of numerous arbitrations which have held Management's right to include work within different occupational groups is extremely limited by the language of Sections 2A, B, and C. None of the exceptions set forth in Article 7 existed on either December 26, 1988 and January 2, 1989. Article 11 contains no language which states such exceptions are allowed in order to allow as many full time and part time regular employees as can be spared to be off. Reference to employees who possess the necessary skills does not abrogate the language of Article 7, Section 2 when scheduling holiday work. If such were the case, cross craft assignments, as well as combining the work of different occupational groups, could be accomplished at will".

9. S7T-3F-C-3496 & 3497 Arbitrator Schedler - Knoxville, TN

"The instant grievance is a contract interpretation grievance where in the Union alleged a violation of Article 7 Section 2 of the National Agreement. The function of an arbitrator in a contract interpretation grievance is to determine the intent, as nearly as possible, of the parties at the time the parties adopted the language in question. If the meaning of the language in question is clear and unambiguous, then that meaning will be applied. The meaning of Article 7 Section 2.B. and C. is unambiguous. Management can make work assignments across occupational groups or level under 2 situations. Those situations are: (1) Article 7 Section 2.B. allowed management to assign an employee to work in another occupational group or at another level providing there was insufficient work in the employee's occupational group level. (2) Article 7 Section 2.C. allowed management to assign an employee to work in another occupational group or level where the occupational group or level had a heavy work load, and the employee's occupational group or level had a light work load.

10. "The Issue as framed by the parties: Was it a violation of the National Agreement to assign the Custodial Laborer Salary Level 3 duties to a Maintenance Mechanic MPE salary level 6 on the holiday of 2/18/85. AWARD: In view of Management's failure to show there was insufficient work for the MPE on this holiday the grievance as to 8 hours pay for 1 employee is granted".

11. C1T-4C-C-25924 Arbitrator Martin - St. Paul BMC, MN

"The Postal Service can not cross occupational group lines without coming within one of the exceptions set out in Article 7.2, and such exceptions did not exist. It was specifically found by the National Arbitrators that the avoidance of overtime is not a valid basis for disregarding the restrictions in Article 7.2, and there seems little doubt but that is the basis for the actions taken by Management in this case. The grievance is allowed".

12. C4T-4K-C-4832 Arbitrator McAllister - St. Louis BMC, MO

"ISSUE Did the Postal Service violate the terms and conditions of the National Agreement when, on May 28 and 29, 1985, it assigned an MPE Mechanic to perform Electronic Technician's work"? "AWARD The Postal Service violated the terms of the National Agreement when, on May 28 and 29, 1985, it assigned an MPE Mechanic to perform Electronic Technician's work. The grievant is to be paid for sixteen hours at the appropriate rate".

13. C4T-4J-C-38251 Arbitrator Klein - Milwaukee, WI

"In the instant case, Management crossed occupational groups by assigning MPE Mechanics to perform BEM work. The Arbitrator is of the opinion that Management cannot cross occupational lines unless

one of the exceptions set forth in Article 7, Section 2 exists, and that was not the case. There was no showing of insufficient work in the MPE classification and there was no showing of an exceptionally heavy work load in the BEM occupational group with a simultaneous light work load in the MPE occupational group. The criteria for crossing occupational groups was not met".

14. S4T-3C-C-57197 Arbitrator Schedler - Memphis, TN

"AWARD...I find that the answer to the question at issue is, "Yes, the employer violated the 1984-87 National Agreement when management assigned Blacksmith-Welder Webster to perform MPE work on May 1, 1987". The employer will immediately offer to pay the senior MPE on the Overtime Desired List on May 1, 1987 for 8 hours of work at the appropriate overtime rate".

15. S4T-3E-C-17905 Arbitrator Marlatt- Atlanta, GA

"The Postal Service has cited no authority to the contrary, and since the precedent appears well-established, I must conclude that Article 25 does not permit higher-level details in the Maintenance Craft across occupational group lines unless the Postal Service can establish the existence of one or more of the specific exceptions set out in Article 7 2.B or 7 2.C.

16. E7T-2L-C-16548 Arbitrator Klein - Toledo, OH

"There are many job descriptions for employees of the Maintenance Department and it is evident that the parties intended that each occupational group should function within the framework of its established duties. Article 38.2.G. defines an occupational group as being determined by position designation and level. Overtime desired lists in the Maintenance Craft are established by occupational group and level. Although Painters and Laborer Custodians are part of the Maintenance Craft, they are separate and distinct occupational groups. What occurred in this instance was an assignment across occupational group lines. For such an assignment to be permissible, it must be shown that one of the criteria set forth in Article 7.2 was met".

17. E4T-2L-C-48275 Arbitrator Klein - Columbus, OH

"In this case, Management made an assignment across occupational group lines by assigning Laborer Custodians to perform major APC repair work belonging to various mechanics' occupational groups. There was no evidence to demonstrate that any of the exceptions set forth in Article 7.2 existed here". "Although the Laborer Custodian received higher level wages for APC repair, Management is not thereby excused from its obligations under Article 7.2".

18. S7V-3U-C-27129 Arbitrator Dennis - Austin, TX

"The assignment of the Body Fender man to Lead Mechanic duties has no justification based on the facts of this case nor is it supportable under an Article of the contract". "The Body Fender man is clearly in a different occupational classification than a Lead Mechanic, certain conditions must be met. Those conditions are spelled out in Article 7, Section 2 of the Agreement".

19. S4T-3C-C-58601 Arbitrator Sherman - Memphis, TN
S4T-2C-C-42718

"The point is, at the arbitration hearing the main thrust, indeed the only viable theory, of the union's case was the assertion that management had no right to cross occupational group lines (for example, assigning someone who was not a Tool and Parts Clerk to this position rather than calling in another Tool and Parts Clerk on overtime)". "This might be a slight exaggeration, but based upon the last three cases on this subject, this Arbitrator cannot imagine when, if ever, management has the right to fill the position of an absent employee by transfer of temporary upgrade without having the assignment challenged as a violation of Article 7 and the grievance (seeking overtime pay) being sustained in arbitration".

20. S7V-3A-C-33536 Arbitrator Marlatt - Dallas, TX
S7V-3A-C-33637

"A reading of the specifications of the Vehicle Modification Order, quoted above, can lead to no conclusion other than the fact that this was body work, not mechanical work. In a recent decision, S7V-3U-C-27129 (Austin, Texas, 1990), Arbitrator Rodney E. Dennis specifically held that Body and Fender Repairmen occupy a different occupational group from Automotive Mechanic, and that work cannot be assigned across such occupational group lines unless the conditions set out in Article 7.2 are met (i.e., exceptionally heavy work load in one group as opposed to light work load in the other). The Postal Service has not alleged that these conditions existed, and even if they had, Article 7.2 requires the cross craft work to be in the same wage level, which was not the case here since Mr. Elliott was detailed to Level 6 while the work being performed was Level 7 work".

21. S75-3S-C-28466 Arbitrator Schedler - Ft. Lauderdale, FL

"AWARD...I find that the answer to the question at issue is, Yes, the Employer violated Article 7 Section 2 of the National Agreement when management assigned MPE-7 Fred Doctor to work preventive maintenance routines and/or cleaning and lubricating routines. The Employer will immediately offer to pay ODL MPE6's who were available for work, at the time Fred Doctor performed Level 6 work, at the appropriate Level 6 overtime rate".

22. N7T-1R-C-21469 Arbitrator Bello - Buffalo, NY

"REMEDY Having found a violation of Article VII, Section 2.C the remaining issue is that of remedy. I find that the two electricians, Simoncelli and Paganello are entitled to compensation at the overtime rate for time spent by MPE Mechanic Wright and Brudz installing wiring, outlets and any other electrical work incident to the PSDS installation from September 24, 1988 to May 23, 1989".

23. E7T-2M-C-31897 Arbitrator Powell - Clarksburg, WV

"AWARD...Grievance is granted. The employer must cease and desist assigning work normally done by the Area Maintenance Technician to other crafts or occupational groups. The employer will immediately offer to pay Area Maintenance Mechanic Schreve 20 hours of pay at his regular rate".

24. E7T-2F-C-8857 Arbitrator Dean - Johnstown, PA
E7T-2F-C-11267

"Applying the principles of these prior awards to the factual circumstances present in the two grievances before this Arbitrator, it must be concluded that the grievance at No E7T-2FC-11267 is well founded. The Service acknowledged that the carpentry work assigned to the Mail Processing Equipment Mechanic was within the customary job duties of a General Mechanic. Consequently, the Service has admitted that it assigned duties across occupational group boundaries. The evidence of record does not support any claim that the exceptions set forth in Article 7.2.B and 7.2.C are available to justify this assignment".

"The Union demonstrated through evidence that a number of unfulfilled, outstanding work orders from associate offices were available to which Area Maintenance Technicians could have been assigned. Under such circumstances, the Service's use of the Area Maintenance Technician was improper". "For the reasons set forth above, this grievance must likewise be sustained".

25. E4T-2B-C-37674 Arbitrator Powell - MSC Southeastern, PA
E4T-2B-C-37366

"The contractual requisites requires Management to test the rationale and requirements of Article 7, Section 2 B and C. While placing the injured employee into a cross-crafted position was a humane act it nevertheless does not fall within the limitations set forth in Article 7, Section 2B and C. Nor does any other portion of the National Agreement sanction such a move. Crossing craft lines is prohibited and the contractual exceptions must be met".

26. C7T-4M-C-26240 Arbitrator Whitney - Flint, MI
C7T-4M-C-27664
C7T-4M-C-27665

"Claiming the grievance should be granted, the Union alleges the employer violated Article 7, Section 2 (Article 7.2) of the National Agreement. It asserts Management improperly crossed occupational group lines when it assigned Tucker (MPE-6) and Latter (ET-8) to maintain the MLOCR systems, paying them at the rate of the ET-9".

"AWARD...1. Under the circumstances of this case, the Employer violated Article 7.2 of the National Agreement. 2. The Employer is directed to cease and desist assigning any occupational group other than Level 9 Electronic Technicians to perform maintenance on MLOCR systems when ET-9 employees are available, including assignments to overtime work".

27. E7V-2U-C-24730 Arbitrator Condon - Roanoke, VA

"It seems to this Arbitrator that the Postal Service has attempted to convince me that since both the Lead Automotive Mechanic, Level PS-7 and the Body and Fender Repairman, Level PS-7 are in the same craft, their duties are interchangeable". I have to believe that the negotiators of the National Agreement had in mind to distinguish between different crafts and occupational groups. That section of that National Agreement goes on to provide reasons to circumvent that language after certain criteria have been met". "No evidence has been submitted, or testimony offered, to indicate that those actions were taken prior to assigning the duties in question to the Lead Automotive Mechanic".

28. S7T-3T-C-23103 Arbitrator Schedler - Oklahoma City, OK
S7T-3T-C-23273

"In order to assign MPE 6's to do ET-9 work, there had to be insufficient work for the MPE-6 occupational group and an exceptionally heavy work load for the ET-9's. There was no evidence that such a situation existed, therefore, there was a breach of the contract".

Article 7.2 Crossing Occupational Groups & Levels

A94C-1A-C-98059219	Management assigned the Level 4 & 5 Maintenance Mechanics to performing the duties of a Level 6 Painter without the higher-level rate of pay.
A94T-1A-C-96014157	Management assigned Level 7 MPE Mechanics to performing work on the CSBCS, which should have been assigned to level 9 Electronic Technicians.
A98T-4A-C-00138233	Management assigned a level 3 Labor Custodian to perform building equipment work making floor repairs on a continuing basis.
B90T-1B-C-95017376	Management assigned a level 7 MPE Mechanic to perform level 6 Industrial Equipment Mechanic work, maintenance repairs on power industrial equipment.
C4T-4H-C-6129	Management assigned a level 3 Labor Custodian to perform level 5 Tool & Parts Clerk duties. Management failed to establish a light or heavy workload.
C7T-4C-C18440	Management assigned a level 3 Labor Custodian on a continuing and continual basis to perform the work assignment of the level 3 Elevator Operator.
C7T-4D-C16172	Management assigning a level 7 Building Equipment Mechanic ⁷ to perform the duty assignment of the level 6 Letter Box Mechanic.
C7T-4R-C-35759	Management assigned a level 4 Mail Handler to perform the duties of the level 3 Elevator Operators.
C90T-1C-C-94014122	Management assigned level 7 MPE Mechanics to performing the work of level 7 building Equipment Mechanics, removal of steps and catwalks.
C94T-1C-C-97007508	Management assigned level 7 MPE Mechanics to perform the work of level 7 Building Equipment Mechanics. Build a platform for the related to the relocation of the linear sorter from the main BMC to the satellite station.
C94T-1C-C-97087037	Management failed to assign the work of repairing the drain line to the Building Equipment Mechanics once it became clear that the repair was major not minor.
C94T-1C-C-98058765	Management failed to assign the task of spreading salt and snow removal by use of a pickup truck to the custodial occupational group.

D90T-1D-C-93040876	Management assigned a level 5 Maintenance Mechanic to perform the work of the level 6 Blacksmith Welder.
D90T-1E-C-94018691	Management assigned the maintenance work on the DBCS to a level 4 Mail Processor rather than a level 9 Electronic Technician.
D94T-1D-C-96026985 D90T-1D-C-96036117	Management assigned a level 5 Maintenance Mechanic to plow snow when there were custodians available for overtime.
D94T-1D-C-98022989	Management assigned level 7 MPE Mechanics and level 5 Maintenance Mechanics to perform level 9 Electronic Technician work, adjustments on the Ink Jet printers.
D94T-1D-C-99012283	Management assigned a level 5 Maintenance Mechanic to work a day of overtime as a level 7 MPE Mechanic bypassing the overtime list.
D98T-1D-C-99208125	Management assigned a level 7 MPE Mechanic to perform level 9 Electronic Technician work downloading sort plans.
D98T-1D-C-99242634	Management assigned a level 3 Labor Custodian to perform level 5 Maintenance Mechanic work changing (eighty to ninety) lock cylinders
E7T-2B-C-34464	Management assigned overtime work to the level 5 Maintenance Mechanics, that involved the work performed by the Custodial occupational group, the task of moving equipment and furniture.
E90T-1E-C-96014211	Mechanics / ETs Removing Tools and Parts During the Absence of the Maintenance Support Clerk. The Postal Service did not violate Article 7 and of the NA when it failed to staff the temporarily vacant shift and/or by allowing non-maintenance support staff employees to retrieve parts in the performance of their duties as mechanics or electronic technicians.
F90T-1F-C94009646	Management assigned level 4 Mail Handlers to perform maintenance craft assignment, Painting.
G90T-1G-C-95027886	Management assigned custodial employees the task of loading and unloading trailers. The custodians are compensated at the level 4 rate of pay.
G90T-4G-C-95064160	Management assigned a level 7 MPE Mechanic (custodian on detail) to perform level 9 Electronic Technician work repairs on the SBCS.
G94T-1G-C-99044780	The arbitrator found the time spent by maintenance employees removing tools and parts from the Stock Room during the absence of the Maintenance Support Clerk was de minimus.

G98T-1G-C-99040189	Management continued to use level 5 & 6 employees to perform work on the CSBCS, after the expiration of an adequate period of time to train a sufficient work force of level 7 employees
G98T-1G-C-99107043	Management assigned level 7 MPE Mechanics to perform the level 9 Electronic Technician task of downloading updated or revised computer files.
G98T-1G-C-99272849	The Postal Service assigns occupational group work of Maintenance Support Clerks to senior level employees when no Maintenance Clerk is available. Because management has not provided for sufficient clerks to man the stockroom twenty four hours a day, seven days a week, senior level employees are required to perform Maintenance Support Clerk duties each weekend.
G98T-4G-C-99099871	Management failed to maintain the custodial complement required, then assigned custodial work to an underemployed level 5 Maintenance Mechanic.
G98T-4G-C-00243856	Management assigned BEMs the tasks involved with fabricating and installing a Wet Mail Drying Machine. Management should assign alteration of mail handling equipment to the Mail Processing Equipment Maintenance Mechanic occupational group, not to Building Equipment Maintenance Mechanics or Electronic Technicians."Cross Occupational Group Assignment - BEMs Assigned MPE Task -
H90T-1H-C-95030390	Management Assigned a level 3 custodian to perform level 7 Building Equipment Mechanic work.
H94T-1H-C-97064757	Management assigned a level 7 MPE Mechanic to perform the work of a level 9 Electronic Technician, preventative maintenance on the DBCS computers
H94T-1H-C-98046224	Level 5 Maintenance Mechanic Independently Assigned PM on DBCS. The Union protested a Level 5 MM independently performing PM tasks as described in MMO-050-94. The arbitrator ruled that the a level 5 MM working alone and performing maintenance of items that MMO-050-94 listed for a higher level to be a violation. He did not find that a level 5 MM independently performing PM tasks within their position description on automated equipment was a violation.
H94T-1H-C-98030263	The evidence fails to show that an assignment to MPEs to use the reset button on a printed circuit card in the event of a message error on the AFSC included any complex problems that would require the advanced technical knowledge of the ETs to solve, or that a checklist that included ET work preceded the pushing of the button.

H94T-1H-C-99034523	Management assigned 2 level 5 Maintenance Mechanics to perform maintenance at another facility by-passing the overtime desired list.
H98T-1H-C-99150971	Management assigned a level 7 MPE Mechanic to perform level 9 Electronic Technician work (directed to spend time solving a complex technical problems).
I90T-1I-C-94018084	Management assigned a level 7 Building Equipment Mechanic to perform repairs on a letter boxes, when no emergency existed.
I90T-1I-C-94058408	Management assigned a level 5 Maintenance Mechanic to perform level 6 Letter Box Mechanic work
I90T-1I-C-95034027	The assignment of a level 5 Maintenance Control Clerk to perform Tool & Parts Clerk work was improper.
I90T-1T-C-95035336	The assignment of a level 4 Maintenance Mechanic to perform level 7 MPE Mechanic work was improper. Provide compensation to the affected employees
J90T-1J-C-95002391	Management assigned the duties of an level 9 Electronic Technician to a level 7 MPE Mechanic, bypassing the overtime desired list.
J94T-1J-C-96044839	Management assigned a Data Collection Clerk to perform level 9 Electronic Technician work, loading software on the newly computerized scale.
K94T-1K-C-96018002	Management assigned maintenance craft work to the level 5 Senior Mail Processors. This work belongs under the jurisdiction of the Maintenance craft.
S4T-3S-C-31312	Management assigned a detail to a level 5 Maintenance Mechanic and a level 3 Labor Custodian to perform level 6 & 7 MPE Mechanic work.
S7T-3S-C-35409	Management assigned custodians to Vacuum the BCS feeders & Dust off the Tray Transport System.
W0T-5R-C-1223	Management assigned a level 7 MPE Mechanic to perform level 9 Electronic Technician work changing the firmware on PCB Controllers in CFS