

MAINTENANCE ISSUES

VOLUME 2

APWU MAINTENANCE DIVISION

James W. Lingberg
Director

Edgar Williams
Assistant Director

Randy Sutton
Assistant Director

Malcolm T. Smith
National Representative-At-Large

1300 "L" St. NW, Washington, DC 20005 - 202/842-4213



NATIONAL BUSINESS AGENTS

Mr. James Wheeler (Central)
3911 10th St.
Des Moines, IA 50313
816/523-2626

Mr. Gary Kloepfer (Central)
7211 N. Main St. Ste. 4
Dayton, OH 45415
513/277-2798

Mr. Douglas Mirowski (Eastern)
302 Harper Pl. Bldg. 2, Ste. 302
Moorestown, NJ 08057
609/273-1551

Mr. Charles Wilcox (Northeast)
34 Main St.
Peabody, MA 01960
508/531-1120

Mr. Eddie Fuchs & Cliff Lowery (Southern)
800 W. Airport Freeway
Lobby Box 6093, Ste. 1031
Irving, TX 75062
214/721-0063

Mr. Bobby Donelson (Western)
18321 Ventura Blvd. Ste. 700
Tarzana, CA 91356
818/705-1915

Mr. Jim Kammermeyer (Alaska)
3808 Wilson St.
Anchorage, AK 99503
907/266-3283

Carlos Rodriguez (Caribbean)
Box 363983
San Juan, PR 00936
809/758-7985

Ms. Nilda Chock (Pacific)
P.O. Box 1432
Kailua, HI 96734
612/854-0093

MOE BILLER PRESIDENT



UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

RECEIVED

MAY 26 1994

JAMES W. LINGBERG
MAINTENANCE DIVISION

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

RE: Q90C-4Q-C 94 9001
F-10 Revisions

Dear Moe:

Recently, Randy Sutton and Peter Sgro of our respective staffs met in prearbitration discussion of the above captioned case.

The issue in this grievance involves revisions to the F-10, Travel Handbook, regarding per diem rates; specifically, the change of Norman, OK, into a high cost area and the reductions in per diem when meals and/or lodging are furnished at no charge or nominal fee.

After discussing this matter, we agreed to the following as full and final settlement of this dispute:

The following changes (CHANGES ARE UNDERSCORED) will be made to Appendix B (p. 64) of the F-10, Travel Handbook:

E. Special Situations


When meals and/or lodging are furnished at no charge or nominal fee by a federal government agency, private company, etc., at a temporary duty station, meeting, conference, or training session, the per diem will be appropriately reduced, as shown in the following table:

<u>Per Diem Rate</u>		<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
High Cost	\$38	\$8	\$8	\$20
	\$34	\$7	\$7	\$18
	\$30	\$6	\$6	\$16
Average Cost	\$26	<u>\$5</u>	<u>\$5</u>	<u>\$14</u>
Norman, OK	\$30	<u>\$4</u>	<u>\$6</u>	<u>\$13</u>


This settlement is made without prejudice to the Postal Service's ability to make subsequent changes in accordance with Article 19.

Please sign and return the enclosed copy of this letter as your acknowledgment and agreement to settle case number Q90C-4Q-C 94 9001 and remove it from the pending national arbitration listing.

Sincerely,


Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations

Date: _____


Moe Biller
President
American Postal Workers
Union AFL-CIO

Date: 5/25/94



LABOR RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

RECEIVED

MAY 26 1994

JAMES W. LINGBERG
MAINTENANCE DIVISION

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Dear Moe:

Recently, a pre-arbitration settlement was reached on the F-10, Travel Handbook; specifically, revisions to meal allowance deductions for the average cost areas and, in particular, Norman, OK.

With regard to that settlement, the Postal Service will continue discussions with the APWU on the best way to reimburse those employees who have attended Norman, OK, Technical Training Center from February 28, 1994, until the date of the settlement.

The question to be resolved is not whether or not they should be paid, but how to most efficiently reimburse the appropriate employees without undue disruption to the payroll department.

If there are any questions, please contact Peter Sgro of my staff at 202-268-3824.

Sincerely,


Anthony J. Vegliante
Manager
Grievance and Arbitration

Mr. Randy Sutton
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: G90T-1G-C 94018827
P. Wilbur
Coppell TX 75099

Dear Mr. Sutton:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The issue in this grievance is whether management violated the National Agreement by reducing the grievant's per diem for meals provided at the Technical Training Center in Norman, Oklahoma.

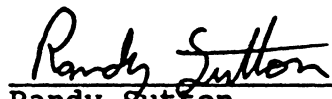
During our discussion, we mutually agreed that all meals provided at the Technical Training Center meet the conditions of Handbook F-10, Appendix B, part II.E, "Special situations."

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case in its entirety.

Time limits at Step 4 were extended by mutual consent.

Sincerely,


Daniel P. Magazu
Grievance and Arbitration
Labor Relations


Randy Sutton
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO

Date: 5-11-94



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

March 2, 1994

Moe Biller, President
(202) 842-4246

Dear Local President/Maintenance Craft Director:

Attached is a sign-off dealing with the current Open Season. This sign-off represents a change to how the Open Season will be handled for those positions covered by the Maintenance Selection System (MSS). As you know a previous agreement established that Open Season will be held every three years beginning in 1994. Any Maintenance employee who wishes to apply for a Promotion Eligibility Register (PER) must apply between March 1 and March 31, 1994. If they fail to do so, that agreement doesn't provide for another opportunity until March 1997.

This sign-off provides that an employee wanting to apply for a PER may pick up a Candidate Supplemental Application Booklet (CSAB) for any job they wish to apply for between March 1st and March 31st. The employee then has until April 21st to return the completed CSAB but it may be turned in any time between April 1st and April 21st.

When the employee returns the CSAB they will then fill out the Form 8085 Personal Data/Job Selection (PD/JS) which will then be processed to put them in the MSS.

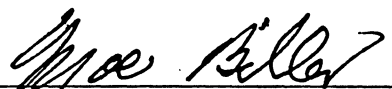
Previously an employee was required to complete the PD/JS when they picked up the CSAB and they had only 21 days to return the CSAB. If they failed to return the CSAB they were abandoned from the system and other employees applying for the same job did not have their score printed until the abandon process was completed.

It is expected that the additional time will allow candidates to more completely identify their qualifications and thus receive a higher rating. Also, it is expected that fewer people will abandon the system and candidates who complete the process will get their scores more quickly.

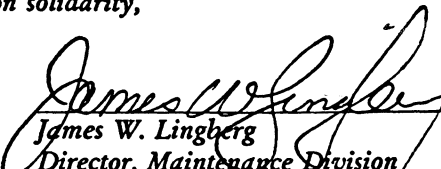
Non-MSS positions must still be applied for during the March 1st - March 31st. Procedures for the non-MSS positions are published in Postal Bulletin 21770 dated August 8, 1990.

Complete instructions have been sent to personnel offices and you can secure copies from your local personnel office. Should you have any questions, please contact the Maintenance Division at (202) 842-4214.

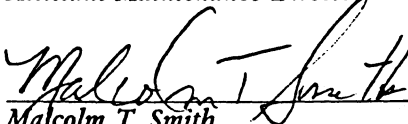
Yours in union solidarity,


Moe Biller
President


Edgar Williams
Assistant Maintenance Director


James W. Lingberg
Director, Maintenance Division


Randy Sutton
Assistant Maintenance Director


Malcolm T. Smith
National Representative-At-Large

wj:opeiu #2



UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

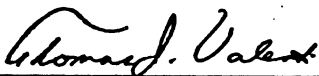
Mr. James Lingberg
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

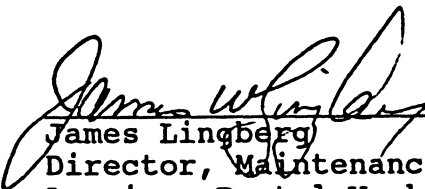
Dear Mr. Lingberg:

This letter is in further regard to our discussions regarding the March 1994 open season. As agreed, the application process will be revised as follows:

Eligible applicants may pick up a Candidate Supplemental Application Booklet(s) (CSAB) between March 1 and March 31 for all groups covering the authorized positions within that office. They will not fill out a Form 8085, Personal Data/Job Selection (PD/JS), form when picking up a booklet(s).

All completed CSAB(s) are to be returned to the local designated location between April 1 and no later than April 21. When the CSAB(s) are returned, the PD/JS form will then be filled out. Applicants who do not have to fill out CSAB(s) [because they have a completed review-panel(s) on file], will be required to fill out the PD/JS form during this same period.


Thomas J. Valenti
Labor Relations Specialist
Contract Administration
(APWU/NPMHU)
Labor Relations


James Lingberg
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO

1-Mar-1994

UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE: March 9, 1994

OUR REF: ER450:BLTolbert:tmw:20260-4250

SUBJECT: Open Season for Non-MSS Positions

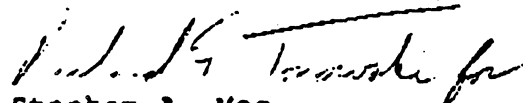
TO: Managers, Human Resources (Districts)
Managers, Maintenance (Plants)

This is a reminder that all non-MSS maintenance craft positions must be open for application during the March open season application period.

Please refer to Postal Bulletin 21770, dated August 23, 1990, for the current promotion procedures and guidance on rating applications using the 1796 process. Also refer to the May 19, 1992, implementation procedures regarding the banding of scores, and how to merge new ratings with existing PERs, for non-MSS positions.

In question 38, of the December 2, 1993, Questions and Answers package on Consolidation/Elimination, information was provided on how to handle current positions that will be covered by the new Maintenance Support Clerk positions. Do not accept applications for these positions. These positions are not yet available to be filled. As information, the Maintenance Control Technician, PS-6, Maintenance Control Clerk, PS-5, Maintenance Control and Stock Clerk, PS-5, Tools and Parts Clerk, PS-5, and Office Clerk Custodian, PS-5, should still have PERs maintained until the new positions are released. Therefore, you can accept applications for these positions and merge the ratings with the existing PERs.

If you need any further assistance in this matter, please feel free to contact Brenda Tolbert on (202) 268-3975.


Stephen A. Moe
Manager
Employment and Placement
Employee Relations

cc: Managers, Human Resources (Area)
Managers, Maintenance (Area)
MSS Coordinators, Human Resources
MSS Coordinators, Maintenance



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Moe Biller, President
(202) 842-4246

Dear Resident Officers, Regional Coordinators, Clerk Craft NBAs, Maintenance Division NBAs, State & Local Presidents:

National Executive Board

Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Robert L. Tunstall
Director, Clerk Division

James W. Lingberg
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeithen
Director, SDM Division

The attached settlement represents a resolution of two (2) National level grievances contesting the pay level and duties assigned to the Senior Mail Processor. It further resolves those situations where a determination must be made concerning the use of Senior Mail Processors to perform the servicing of the Delivery Bar Code Sorter (DBCS) or other automated equipment to which they may be assigned, as well as the circumstances under which a non-maintenance capable site's DBCS maintenance responsibilities will be fulfilled by the establishment of maintenance positions or by providing maintenance coverage. This settlement is not to be used for any other purpose, and should not be cited or used as precedent, except when there is a dispute over the application or meaning of the settlement.

Regional Coordinators

James P. Williams
Central Region

Philip C. Flemming, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region

Anthony J. Vegliante, Manager
Grievance and Arbitration
Labor Relations

Dated: 2/2/94

Moe Biller
President
American Postal Workers Union, AFL-CIO

Dated: 2/2/94



LABOR RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: HOC-NA-C 19008
HOC-NA-C 19010

Dear Moe:

Recently, the U.S. Postal Service and the American Postal Workers, Union, AFL-CIO, met to discuss the above referenced cases.

The issues in these grievances concern the Senior Mail Processor (SMP), PS-5, job description and pay level.

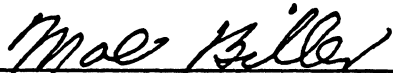
In full and complete settlement of these grievances and all issues related to the SMP, PS-5, position, the parties agree to the following principles:

1. SMPs will be used to perform the servicing of the Delivery Bar Code Sorter (DBCS) in non-maintenance capable sites.
2. SMPs are not authorized to perform the servicing of the DBCS in maintenance capable sites. A maintenance capable site is defined as a facility that has (at a minimum) one full-time Electronic Technician, PS-09, and a National Maintenance Information and Control System (NMICS).
3. When a non-maintenance capable site has met either of the following criteria, the site's maintenance responsibility will be fulfilled by the establishment of maintenance positions or by providing maintenance coverage:

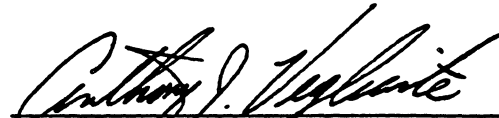
- a) When the total routine servicing (preventive maintenance) on a tour for the DBCS equals 3520 hours in a year, or
- b) When other mechanized or automated equipment (i.e., MLOCR, MPLSM, MPBCS, MPFSM, CFS, and SPBS) is deployed at a non-maintenance capable site, which also utilizes DBCS, a staffing analysis will be conducted to determine whether the 3520 work hours threshold, set forth in 3.a. above, has been met. If the above threshold has been met, the site's DBCS maintenance responsibility will be fulfilled by the establishment of maintenance positions (excluding custodians) or by providing maintenance coverage. This staffing analysis will consist of the DBCS total routine servicing plus staffing hours associated with the deployed equipment.

This settlement is noncitable, nonprecedential, and is made without prejudice to the position of either party.

Please sign and return the enclosed copy of this letter as your acknowledgment to settle the aforementioned cases and remove them from the pending national arbitration listing and step four process.


Moe Biller
President
American Postal Workers
Union, AFL-CIO

Dated: 2/2/94


Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations

Dated: 2/2/94



RECEIVED

MAY 16 1994

May 9, 1994

JAMES W. LINGBERG
MAINTENANCE DIVISION

MEMORANDUM FOR MANAGERS, MAINTENANCE SUPPORT
PROCESSING AND DISTRIBUTION AREA OFFICE

SUBJECT: LDC 38 OPTIMIZATION PROGRAM

As a result of discussions with the APWU and reviews of the completed staffing packages, I am clarifying the following aspects of our LDC 38 Optimization Program:

APWU Involvement

We encourage participation of the local APWU representative. The representative's input and oversight regarding inventories and building measurements are an asset. Additionally, we are providing the APWU National Directors with a listing of Managers, Maintenance Support. We want the discussion of site specific concerns at the Area level. Unresolved matters should be brought to our attention.

Survey Techniques

The inventory and measurement of the facilities must be performed by the trained review teams. The team leader must certify the counts and measurements. Inventories and measurements from previous surveys should not be used. Correct inventories and measurements are a major source of savings in our initial reviews. Frequencies of cleaning must reflect the needs of the facility and judgment in determining the proper frequency is required. In general, the review teams should use the lowest frequency practical to provide a clean safe environment for our customers and employees. The APWU has a specific interest in the cleaning of rest rooms, locker rooms, break rooms and the work room floor. Space designations, such as inactive storage, must accurately reflect the operational requirements of the facility. All frequencies and space allocations must be in accordance with the existing MS-47.

Survey Reviews

Local maintenance and operations staff should participate in the on-site review of the staffing documents. Once the final staffing level is determined by the review team, adjustments due to oversight or discovered information should be made, but the final staffing level is nonnegotiable. The Manager, Maintenance Support, provides the final review and approval of the staffing documents. Assistance in the Area Office review process is available from Maintenance Policies and Programs and the Maintenance Technical Support Center. Soft (diskette) and hard copies of all surveys are to be retained at the Area Office. Provide copies of approved documents to the APWU upon request. Discussion with the APWU on the results of the surveys is encouraged.

Customer Service Surveys

Staffing surveys are to be completed at all Customer Service and Sales facilities that have an LDC 38 employee. The same techniques as used in processing and distribution facilities are to be used. It is suggested that facilities with one LDC 38 employee be given a high priority in the survey schedule. The review and approval of these surveys also rests with the Manager, Maintenance Support.

Staffing Reductions

We currently have three strategies to achieve any identified staffing reduction at a given facility. Each strategy must be applied on a case-by-case basis and be consistent with all current local and national agreements. The first and preferred is attrition. Review employee profiles to determine the effectiveness and timeliness of this strategy. Voluntary transfers are the second method and should be considered when addressing the requirements within a geographical location. Excessing is the last resort. If required, it must be accomplished in accordance with Article 12 of the National Agreement.

Accounting Period (AP) Reports and LDC 38 Focus Group

Reports are due by the close of each AP in the format previously defined. Diskette copies are now preferred. Upon activation of our "CC mail", electronic submission will be pursued. The LDC 38 focus groups hold a telecon every two weeks. Minutes of the discussions are provided to all Area Offices. It will continue to function until all requests for information are completed.



J. Gerard Bohan
Manager
Maintenance Policies and Programs

cc: Jim Linberg, APWU w/Mgrs, MS Addresses



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

June 27, 1994

Moe Biller, President
(202) 842-4246

Mr. Joe Mahon, Jr.
Vice President, Labor Relations
U. S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260

Dear Mr. Mahon:

The purpose of this letter is to determine whether a dispute exists between the parties as to the interpretation of the MS-47, Housekeeping, Postal Facilities.

National Executive Board

Moe Biller
President

William Burns
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Robert L. Tunstall
Director, Clerk Division

James W. Lingberg
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKethen
Director, SDM Division

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Central Region

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Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region

Section 111 specifically assigns the responsibility for assuring that custodial maintenance is sustained at a satisfactory level to the postmaster/manager of a postal facility.

Section 112 mandates the utilization of the procedures in the handbook for determining staffing and scheduling for the building service maintenance work force.

Section 116 provides that "Once a custodial staffing level is determined, using the procedures in the handbook, that staffing level must be maintained." It goes on to state that if conditions arise that warrant a change in staffing, the entire staffing procedure must be redone.

Sections 122 and 123 set forth the criteria which are to be utilized for a determination by local management as to the need for a reassessment of the custodial staffing levels.

Section 124 specifically designates local management as the responsible entity for exercising judgement relative to the level of staffing.

It is the APWU's interpretation that based on the specific provisions listed and the handbook when taken as a whole requires local management to determine appropriate custodial staffing levels. Once those staffing levels have been determined, they must be maintained barring the occurrence of specific changed conditions. The changed conditions must be local in nature and the responsibility for exercising proper judgement is placed with local managers consistent with a proper application of the handbook. This includes the application of the defining provisions of the handbook.

J. Mahon
Page 2
6/27/94

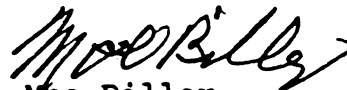
Currently a number of area teams are making inventories of postal facilities, dictating a change in cleaning frequencies to local management and redefining space types in order to reduce staffing. These area teams are operating with national management's direction to reduce custodial staffing to specified levels.

The MS-47 was issued as a handbook by agreement of the parties in 1983 in settlement of case number H1C-NA-C-46. It's the APWU's position that this handbook gives the responsibility for its implementation to local managers and the utilization of area teams to substitute their judgement for local managers' judgement in order to achieve predetermined arbitrary and unreasonable reductions in staffing levels without the specified triggering changes in conditions are a violation of the handbook.

The APWU requests that the USPS states whether they agree with our interpretation of the handbook so that we can decide whether a dispute exists which would warrant the filing of a grievance at the National level.

If there are any quesitons regarding the foregoing, you may contact James Lingberg, Maintenance Craft Director, at 202/842-4213.

Yours in union solidarity,



Moe Biller
President

MB:JWL:wj
opeiu #2
afl-cio

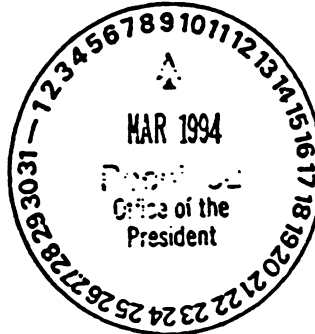
RECEIVED

MAR 10 1994



JAMES W. LINGBERG
MAINTENANCE DIVISION

March 2, 1994



Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Dear Moe:

This is in response to your November 17, 1993, letter regarding the recent Mittenthal award on travel time. I apologize for the delay in responding. However, I had hoped the issues raised in the letter would be resolved by the APWU internally.

The letter raised several concerns relative to the implementation of the Mittenthal travel award. It initially indicates that the National Agreement requires the Postal Service to compensate all travel occurring since the filing of the initial Mittenthal grievance at Step 1 under the terms of the Mittenthal decision, regardless of whether or not a grievance had been filed. The letter then argues in the alternative that Section 436 of the Employee and Labor Relations Manual (ELM) should require the Postal Service to compensate all travel occurring up to six years prior to the issuance of the Mittenthal award. Finally, the letter questions the manner in which FLSA overtime will be calculated in making travel payments.

As you are aware, the parties signed a Memorandum of Understanding on October 15, 1993. The Memorandum, which constituted a full and final settlement of the issue, provided for a lump sum payment for any timely filed grievances which could be resolved by application of the Mittenthal decision. The Memorandum constituted a win-win situation for the parties. APWU employees received a sum of money which certainly equaled, and in many cases substantially exceeded, what they would have received under the terms of the Mittenthal award. Additionally, the employees received payments due under the award more promptly because the Postal Service did not have to review

old records and make manual computations. The Postal Service benefited by not having to expend the resources and time to make such computations.

It appears that Maintenance Craft national officers are now attempting to circumvent the terms of the Memorandum by raising issues put to rest in the document, and simultaneously raising a series of bogus issues concerning travel. Not only are they taking the extreme positions stated in the letter, but they are encouraging their constituents to file a barrage of grievances on those subjects. It is unfortunate that a worthwhile Memorandum is denigrated by these subsequent actions.

The time periods for initiating grievances are specifically spelled out in the National Agreement. The language has been around for a long time and has been consistently interpreted and applied. Never has it been applied in the manner the Union now requests with the result of increasing the eligible number of grievants.

ELM Section 436 had never been contemplated as a mechanism to increase the filing time periods of Article 15 until recently when a few innovative Union advocates raised the matter in regional arbitration. The Postal Service disagrees that ELM 436 somehow expands the 14-day period, provided in Article 15, during which a grievance must be filed. After considering the topic, if the APWU believes an interpretive dispute exists, it would appear appropriate for a national level grievance to be initiated. The Postal Service is willing to schedule an early hearing date to dispose of the question.

Finally, the manner of calculating FLSA overtime for travel will remain consistent with the Postal Service's historical method of calculating FLSA overtime. Nothing stated in the Mittenthal award would have an impact on the method of calculation. The award only increased the circumstances in which FLSA overtime would be paid.

Sincerely,



Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations

UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE: March 2, 1994

OUR REF: LR120:DMagazu:br:20260-4140

SUBJECT: Grievances involving Compensation for Travel
Outside of Schedule

TO: Managers, Human Resources
(All Areas and Districts)

This information is provided in order to assist you and your staff in the processing of grievances involving compensation for travel outside of schedule.

As many of you are aware, the APWU has instructed its local representatives to file grievances seeking travel pay going back as much as six years. Any such grievances should be denied at steps 2 and 3 as untimely and declared to contain a national interpretive issue. They should then either be referred to step 4 or held at step 2 or 3 for application of any national resolution reached on the issue.

ELM 436

The union in some areas is requesting pay adjustments under ELM 436. Then, when the pay adjustment is denied, they argue that the date of that denial begins the 14-day period in which to file a grievance. These grievances should also be denied as untimely, since the union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance at the time the travel actually occurred.

The Postal Service's position is that ELM 436 is not applicable to this situation. ELM 436.11 entitles employees to "back pay for the period during which an unjustified or unwarranted personnel action was in effect which terminated or reduced the basic compensation, allowances, differentials, and employee benefits which the employee normally would have earned during the period."

The position of the Postal Service is that these cases do not involve unjustified or unwarranted personnel actions. Therefore, the grievants have no entitlement to back pay under the provisions of ELM 436.

Some grievances assert that the Mittenthal Award entitles employees who traveled outside their schedules to a back pay remedy. This is incorrect. Arbitrator Mittenthal made no award of remedy. He remanded the cases to the parties to determine an appropriate remedy. The parties met and reached agreement in the form of a Memorandum of Understanding (MOU) dated October 15, 1993. That MOU provided a remedy of \$150 per round trip if a timely filed grievance was outstanding. It did not provide remedy to employees who did not file grievances, and such employees cannot now use that MOU or the Mittenthal award as a basis for claiming back pay. The Memorandum of Understanding constitutes full and final settlement of the remedy issue.

Arbitration Awards

The union has some regional arbitration awards which support their position. However, the Postal Service has also prevailed in a number of cases involving ELM 436. Some regional awards which contain favorable language are:

Case S7C-3W-C 31964 (Dennis)
Case C7T-4H-C 34532 (Fletcher)
Case S1C-3U-C 47504 (Marlatt)
Case N4M-1S-C 16760, 17584 (Tener)

Calculation of Compensation


Grievances are also being filed regarding the method of calculation of compensation for people who have traveled since the Mittenthal award. Some grievances assert that the award entitles employees to time and one-half for hours traveled outside of their schedule. This is incorrect. The Mittenthal award, on page 11, instructs as follows:

What this means is that even though travel time outside of "normal work hours" is not "compensable" under 438.134, it must nevertheless be considered "actual work" under 444.22a for purposes of calculating FLSA overtime. Such travel hours need not be - and are not - paid for by the Postal Service but they must be counted as "actual work" in determining whether an employee has worked "in excess of 40 hours in any FLSA workweek." If so, then hours which would otherwise be paid for at straight time may have to be paid for at the appropriate FLSA Overtime rate.

The Mittenthal award made no change in the method of calculating FLSA overtime. It only increased the circumstances under which FLSA overtime would be paid.

Instructions have been given to local finance offices regarding the method of calculation of pay for employees who have traveled outside their schedules. These instructions are in accordance with the Mittenthal award, ELM 440 (FLSA Administration), and all other applicable handbooks and manuals. As long as the pay was calculated in accordance with those instructions, grievances on the pay calculation should be denied, declared interpretive, and either referred to step 4 or held for resolution of the issue at the national level.

I hope this information provides assistance in handling these grievances.



Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations

USPS . FIN 16-6774
MINNEAPOLIS PDC
REPORT AAN800P1 SFX
B/A 4J MSC 610 SUB

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DDE/DR BROADCAST MESSAGE

11/12/93 09:00 EST

TO: DDE/DR FINANCE PERSONNEL

* * * * *
*
*
* PLEASE! GIVE A COPY OF THIS MESSAGE TO YOUR FINANCE OFFICE. *
*
*
* * * * *

SUBJECT: NON-COMPENSABLE TRAVEL TIME - HOURS CODE 83

THE FOLLOWING MAY HELP RESOLVE THE CONFUSION CONCERNING WHAT HOURS ARE TO BE RECORDED AS NON-COMPENSABLE TRAVEL TIME (HOURS CODE 83):

THE ACTUAL TRAVEL TIME (IN-TRANSIT TIME) FOR A BARGAINING UNIT EMPLOYEE WHICH FALLS OUTSIDE OF THE EMPLOYEES NORMAL SCHEDULED HOURS, AND WHICH IS NOT WITHIN THE SCHEDULED TOUR FOR THE DAY OF TRAVEL WILL BE RECORDED AS HOURS CODE 83. IN-TRANSIT TIME IS THE TIME:

- BEGINNING WITH THE DEPARTURE FROM THE EMPLOYEE'S RESIDENCE OR HOME INSTALLATION AND ENDING WITH THE ARRIVAL AT THE TEMPORARY PLACE OF LODGING OR WORK LOCATION; OR
- BEGINNING WITH THE DEPARTURE FROM ONE TEMPORARY PLACE OF LODGING OR WORK LOCATION AND ENDING WITH THE ARRIVAL AT ANOTHER TEMPORARY PLACE OF LODGING OR WORK LOCATION; OR
- BEGINNING WITH THE DEPARTURE FROM THE TEMPORARY PLACE OF LODGING OR WORK LOCATION AND ENDING WITH THE ARRIVAL AT THE EMPLOYEE'S RESIDENCE OR HOME INSTALLATION.

" EXAMPLE "

MAINTENANCE EMPLOYEE JOHN SMITH HAS A BID ASSIGNMENT AT HIS HOME INSTALLATION OF 7:30PM - 4:00AM WITH 1/2 HOUR LUNCH, MONDAY - FRIDAY.

JOHN WAS SCHEDULED FOR TWO WEEKS OF TRAINING IN NORMAN, OK (10/18 - 10/29). THE TRAINING SCHEDULE WAS 6:30AM - 3:00PM

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B/A 4J MSC 610 SUB

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DDE/DR BROADCAST MESSAGE

>>>> PAY PERIOD 22/93 - WEEK 1 <<<<

JOHN DEPARTED HIS RESIDENCE SUNDAY OCTOBER 17 AT 9:00AM EST AND ARRIVED AT HIS PLACE OF TEMPORARY LODGING AT 3:00PM CST (4:00PM EST). JOHN WOULD BE CREDITED WITH 7.00 HOURS OF NON-COMPENSABLE TRAVEL TIME, HOURS CODE 83, AS ALL OF THE TRAVEL (IN-TRANSIT) TIME OCCURRED OUTSIDE OF HIS NORMAL SCHEDULE HOURS. ASSUMING THAT JOHN'S TRAINING HOURS WERE 40.00 FOR THE WEEK OF OCTOBER 18-22, HIS T&A RECORD SHOULD REFLECT THE FOLLOWING:

HOURS CODE 52 = 40.00 HOURS
HOURS CODE 54 = 40.00 HOURS
HOURS CODE 83 = 7.00 HOURS

ASSUMING JOHN HAS A BASE HOURLY RATE OF \$15.00 HIS SALARY FOR WEEK 1 OF PAY PERIOD 22-93 WOULD BE COMPUTED AS FOLLOWS:

HOURS CODE 52 -- 40.00 HOURS X \$15.00 =	\$600.00
HOURS CODE 54 -- 40.00 HOURS X \$15.00 X .10 =	60.00
HOURS CODE 83 -- 7.00 HOURS X 0 =	0.00

FLSA HOURS = 47.00 (CODE 52 + 83)

CODE 52 \$	\$600.00
CODE 54 \$	60.00
FLSA GROSS =	\$660.00

FLSA REGULAR RATE -- \$660.00/47.00 = \$14.04

FLSA PREMIUM -- (47.00 HOURS - 40.00) X 14.04 X .5	\$49.14
FLSA OFFSET -- N/A	-0.00
FLSA NET =	\$49.14

WEEK 1 GROSS -- \$600.00 + 60.00 + 49.14 = \$709.14

>>>> PAY PERIOD 22/93 - WEEK 2 <<<<

JOHN DEPARTED THE TRAINING CENTER AT 3:30PM CDT (4:30 EST) AND ARRIVED AT HIS RESIDENCE AT 11:30PM EDT FRIDAY OCTOBER 30. ONLY 3.00 HOURS (4:30PM - 7:30PM) OF THE TRAVEL TIME OCCURRED OUTSIDE OF HIS NORMAL SCHEDULE AND WOULD BE RECORDED AS HOURS CODE 83. THE TRAVEL TIME BETWEEN 7:30PM EDT AND 11:30PM EDT WAS WITHIN HIS NORMAL SCHEDULE AND WOULD BE RECORDED AS COMPENSABLE WORK HOURS. ASSUMING JOHN'S TRAINING HOURS WERE 40.00 FOR THE WEEK OF OCTOBER 25-29, HIS T&A RECORD SHOULD REFLECT THE FOLLOWING:

HOURS CODE 52 = 44.00 HOURS*
*40.00 TRAINING + 4.00 TRAVEL WITHIN SCHEDULE
HOURS CODE 53 = 2.00 HOURS**
HOURS CODE 43 = 2.00 HOURS**
**A TOTAL OF 12.00 WORK HOURS ARE CREDITED FOR FRIDAY
HOURS CODE 54 = 40.00 HOURS
HOURS CODE 83 = 3.00 HOURS

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DDE/DR BROADCAST MESSAGE

HIS SALARY FOR WEEK 2 OF PAY PERIOD 22-93 WOULD BE COMPUTED AS FOLLOWS:

HOURS CODE 52 (ST HOURS) -- 40.00 HRS X \$15.00 =	\$600.00
HOURS CODE 53 -- 2.00 HOURS X \$15.00 X 1.5 =	45.00
HOURS CODE 43 -- 2.00 HOURS X \$15.00 X 2.0 =	60.00
HOURS CODE 54 -- 40.00 HOURS X \$15.00 X .10 =	60.00
HOURS CODE 83 -- 3.00 HOURS X 0 =	0.00

FLSA HOURS = 47.00 (CODE 52+53+43+83)

CODE 52 \$	\$600.00
CODE 53 \$ X 2/3	30.00
CODE 43 \$ X 1/2	30.00
CODE 54 \$	60.00
FLSA GROSS =	\$720.00

FLSA REGULAR RATE -- \$720.00/47.00 = \$15.31

FLSA PREMIUM -- (47.00 HOURS - 40.00) X \$15.31 X .5	\$53.59
FLSA OFFSET -- CODE 53 \$ X 1/3	-15.00
FLSA OFFSET -- CODE 43 \$ X 1/2	-30.00
FLSA NET =	\$ 8.59

WEEK 2 GROSS -- \$600.00 + 45.00 + 60.00 + 60.00 + 8.59 = \$773.59

IT IS IMPORTANT TO REMEMBER THAT TIME RECORDED AS HOURS CODE 83 IS NEVER INCLUDED IN WORK HOURS (HOURS CODE 52) OR OUT-OF-SCHEDULE PREMIUM HOURS (HOURS CODE 73).

- REFERENCES:
1. OCTOBER 15 MEMORANDUM FROM MANAGER, GRIEVANCE & ARBITRATION, LABOR RELATIONS; SUBJECT: MITTENTHAL AWARD ON COMPENSABILITY OF TRAVEL TIME
 2. NOVEMBER 4 DDE/DR BROADCAST MESSAGE; SUBJECT: TRAVEL TIME - OUTSIDE OF SCHEDULE
 3. ELM SECTION 438, F-21 SECTION 260, F-22 SECTION 260

QUESTIONS CONCERNING THE NON-COMPENSABLE TRAVEL TIME SHOULD BE DIRECTED TO CHERYL HUBBARD (202) 268-2613.

JAYNE SCHWARZ
MANAGER, ACCOUNTING
FINANCE
USPS - HEADQUARTERS

MOTOR VEHICLE
DIVISION
AF 100

March 17, 1994

'94 MAR 21 11:23

Mr. Donald A. Ross
Director, Motor Vehicle Division
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Dear Mr. Ross:


This letter is follow-up to our Joint Labor-Management Uniform Committee meeting on February 4, and our subsequent meeting with Edgar Williams of the Maintenance Division, regarding uniform allowance eligibility for various positions resultant from the recent maintenance job consolidation effort.

Mr. Williams expressed his belief that all positions converting to Maintenance Mechanic (level 5, Occupation Code 4749-03xx) should receive the regular uniform allowance based on the performance of letterbox mechanic duties as had previously been eligible to General Mechanics performing that function. It is the position of this office that Occupation Code 4749-03xx, Maintenance Mechanic (5), may be entitled to two options if the assignment is meeting the criteria consistent with ELM 932.13 or 932.11.h. provisions: 1) Work Clothing allowance or; 2) if performing letterbox mechanic duties outdoors 50% or more of the time, the Regular Uniform allowance.

I have further consulted with headquarters Maintenance representatives familiar with the consolidation efforts, as well as with Mr. Valenti of Labor Relations and their positions are consistent with this office. As Mr. Williams requested, enclosed is the Postal Service's written position with respect to the current and future uniform allowance eligibility for the affected positions, based on existing ELM 930 provisions.

If there are any questions, please contact me at 268-5848.

Sincerely,

A handwritten signature in cursive script, reading "Nora A. Becker".

Nora A. Becker
Labor Relations Program Coordinator
Programs and Systems
Labor Relations

Enclosure

cc: Mr. Lingberg, APWU

MAINTENANCE POSITION JOB CONSOLIDATION UNIFORM ELIGIBILITY

- 1) Old Position: ENGINEMAN (6) (Occ. Code 5309-02xx)
Uniform Entitlement: Work Clothes
(ELM 932.13.e.)
New Position : BUILDING EQUIP MECH. (7)
(Occ. Code 5306-07XX)
Uniform Entitlement: Work Clothes
(ELM 932.13.e.)
- 2) Old Position: ELECTRONICS TECH. (8)
(Occ. Code 0856-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.13.e.)
New Position: ELECTRONICS TECH. (9)
(Occ. Code 2604-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.13.e.)
- 3) Old Position: MAINT. MECH. MPE (6)
(Occ. Code 5342-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.13.e.)
New Position: MAINT. MECH. MPE (7)
(Occ. Code 5342-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.13.e.)
- 4) Old Position: ELECTRONICS TECH. (9)
(Occ. Code 0856-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.13.e.)
New Position: ELECTRONICS TECH. (9)
(Occ. Code 2604-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.13.e.)
- 5) Old Position: GENERAL MECHANIC (5)
(Occ. Code 4749-02xx)
Uniform Entitlement: Work Clothes/ OR
Regular Uniform**
**Regular Uniform allowance only if
performing letter-box mechanic duties
outdoors 50% or more of their time (ELM
932.11.h.)

- New Position: MAINTENANCE MECH. (5)
(Occ. Code 4749-03xx)
Uniform Entitlement: Work Clothes/ OR
Regular Uniform**
**Regular Uniform if performing letter-
box mechanic duties outdoors 50% or
more of their time (ELM 932.11.h.)
- 6) Old Position: ASSISTANT ENGINEMAN (5)
(Occ. Code 5309-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)
- New Position: MAINTENANCE MECH. (5)
(Occ. Code 4749-03xx)
Uniform Entitlement: Work Clothes /OR
Regular Uniform**
**Regular Uniform allowance only if
performing letterbox mechanic duties
outdoors 50% or more of their time
(ELM 932.11.h.)
7. Old Position: OILER-MPE (4)
(Occ. Code 5323-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)
- New Position: MAINTENANCE MECH. (4)
(Occ. Code 4749-11xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)
8. Old Position: MECHANIC HELPER (4)
(Occ. Code 4701-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)
- New Position: MAINTENANCE MECH. (4)
(Occ. Code 4747-11xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)
9. Old Position: CUSTODIAN (3)
(Occ. Code 3566-04xx)
Uniform Entitlement: Work Clothes/ OR
Contract Uniform**
**if assigned to multi-occupied buildings
operated by the USPS and who meet the
4-hour-a-day or 30-hour-a-week criteria
(ELM 932.12.b. and ELM 932.11.e.)

New Position: LABORER CUSTODIAL (3)
(Occ. Code 3502-03xx)
Uniform Entitlement: Work Clothes/ OR
Contract Clothing**
**if assigned to multi-occupied buildings
operated by the USPS and who meet the
4-hour-a-day or 30-hour a week criteria
(ELM 932.12.b. and 932.11.e.)

10. Old Position: LABORER CUSTODIAL (2)
(Occ. Code 3502-03xx)
Uniform Entitlement: Work Clothes/ OR
Contract Clothing**
**if assigned to multi-occupied buildings
operated by the USPS and who meet the
4-hour-a-day or 30-hour a week criteria
(ELM 932.12.b. and 932.11.e.)

New Position: CUSTODIAN (2)
(Occ. Code 3566-04xx)
Uniform Entitlement: Work Clothes/ OR
Contract Clothing**
**if assigned to multi-occupied buildings
operated by the USPS and who meet the
4-hour-a-day or 30-hour a week criteria
(ELM 932.12.b. and 932.11.e.)

11. Old Position: FIREMAN, LABORER
(Occ. Code 5402-02xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)

New Position: BUILDING MAINT. CUST. (4)
(Occ. Code 4749-10xx)
Uniform Entitlement: Work Clothes/ OR
Contract Clothing**
**if assigned to multi-occupied buildings
operated by the USPS and who meet the
4-hour-a-day or 30-hour a week criteria
(ELM 932.11.e. and 932.12.b.)

12. Old Position: OFFICE APPL. REPAIRMAN (5)
(Occ. Code 4806-04xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)

- New Position: MAINTENANCE MECH. (5)
(Occ. Code 4749-03xx)
Uniform Entitlement: Work Clothes/ OR
Regular Uniform**
**Regular uniform allowance only if
performing letterbox mechanic duties
outdoors 50% or more of their time
13. Old Position: SCALE MECHANIC (5)
(Occ. Code 3341-02xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)
- New Position: MAINTENANCE MECH. (5)
(Occ. Code 4749-03xx)
Uniform Entitlement: Work Clothes/ OR
Regular Uniform**
**Regular uniform allowance only if
performing letterbox mechanic duties
outdoors 50% or more of their time
14. Old Position: CONVEYOR MECHANIC (6)
(Occ. Code 5343-02xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)
- New Position: MAINTENANCE MECH. MPE (7)
(Occ. Code 5342-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)
15. Old Position: INDUSTRIAL EQUIP. MECH. (6)
(Occ. Code 5828-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)
- New Position: BUILDING EQUIP. MECH. (7)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)
16. Old Position: POSTAL MACHINES MECHANIC (6)
(Occ. Code 4801-05xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)
- New Position: to be determined - Level 7
Uniform Entitlement: Work Clothes
17. Old Position: STATIONARY ENGINEER (7)
(Occ. Code 5415-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)

New Position: BUILDING EQUIP. MECH. (7)
(Occ. Code 5306-07xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)

18. Old Position: ELEVATOR MECHANIC (7)
(Occ. Code 5313-03xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)

New Position: BUILDING EQUIPMENT MECH. (7)
(Occ. Code 5306-07xx)
Uniform Entitlement: Work Clothes
(ELM 932.11.e.)

In addition, the following positions have been reviewed for current and future uniform allowance eligibility when job consolidation efforts are complete::

1) Curr. Position: MAINT. CONTROL AND STOCK CLERK (5)
(Occ. Code 0301-19xx)
Uniform Entitlement: NONE

New Position: MAINTENANCE CONTROL CLERK (5)
(Occ. Code 0301-16xx)
Uniform Entitlement: NONE

2) Curr. Position: OFFICE CLERK, CUSTODIAL
(Occ. Code 0301-05xx)
Uniform Entitlement: NONE

TOOL AND PARTS CLERK (5)
(Occ. Code 6904-01xx)
Uniform Entitlement: Work Clothes
(ELM 932.13.a.)

New Position: MAINTENANCE SUPPORT CLERK (5)
(Occ. Code 0301-01xx)
Uniform Entitlement: Work Clothes

3) Curr. Position: MAINTENANCE CONTROL TECHNICIAN (6)
(Occ. Code 0301-07xx)
Uniform Entitlement: Work Clothes

New Position: MAINTENANCE SUPPORT CLERK (6)
(Occ. Code 0303-02xx)
Uniform Entitlement: Work Clothes


Prepared 3/9/94
(Uniform Program:NABecker)

Management Instruction

NTSN Guidelines for PS-10 Electronics Technician Positions

This management instruction contains guidelines for PS-10 electronics technician (ET) positions assigned to the National Technical Support Network (NTSN) directed by Maintenance Technical Support Center (MTSC). These PS-10 ETs are referred to as NTSN technicians in this management instruction. NTSN technicians are the first line of national technical support through the MTSC HelpDesk. These guidelines apply to NTSN technicians, MTSC, area offices (AOs), and local offices.

Date	04-29-94
Effective	04-29-94
Number	AS-530-94-2
Obsoletes	AS-620-87-10
OCC	MTS110


Peter A. Jacobson
Senior Vice President,
Processing and Distribution

BACKGROUND

The complexity of USPS equipment and systems created the need to increase the level of technical expertise available to field offices. The NTSN technician position fills this need.

GENERAL POLICY

NTSN Technician Assignment

NTSN technicians are assigned to postal facilities that are best able to support NTSN logistically. NTSN positions are not part of the authorized complement of local offices.

Goals

NTSN technicians' first priority is to provide emergency technical support. Secondary support is as follows:

1. Reducing the Mean Time To Repair (MTTR) postal equipment.
2. Increasing the Mean Time Between Failure (MTBF) of postal equipment.
3. Contributing to the USPS corporate goals of satisfying the customer and keeping the postal rates below inflation.

DEFINITIONS

Field office—Any customer service and processing and distribution office requiring NTSN support.

Local office—An office administratively responsible for NTSN technicians.

National Technical Support Network (NTSN)—A nationwide network under the direction of the Maintenance Technical Support Center (MTSC). The network provides technical support for field offices. NTSN consists of engineers, analysts, specialists, and technicians at various Postal Service facilities as part of this network.

ACRONYMS

AFL-CIO—American Federation of Labor and Congress of Industrial Organizations

AO—Area Office

ET—Electronics Technician

MMO—Maintenance Management Order

MSS—Maintenance Selection System

MTBF—Mean Time Between Failure

MTSC—Maintenance Technical Support Center

MTTR—Mean Time To Repair

MWO—Modification Work Order

NTSN—National Technical Support Network

OMSS—Organization Management Staffing System

PER—Promotion Eligibility Register

PS—Postal Schedule

SMO—Software Modification Order

Reporting Relationship

NTSN technicians officially report to the NTSN coordinator at MTSC. NTSN technicians report administratively to the local maintenance manager. NTSN technicians are part of the NTSN under MTSC direction. NTSN technicians provide support for all customer service and processing and distribution centers and facilities. NTSN technicians also perform work coordinated by the manager of Maintenance Support at the processing and distribution area office and MTSC. NTSN technicians should not be relied on for completing daily routines at their offices.

STAFFING

Criteria

Approval of NTSN technician positions is based on a demonstrated need to support field requirements. Major factors of consideration are operational need; inventory of automation, mechanization, and telecommunications equipment; and complex building systems. The manager of Maintenance Support at the processing and distribution area office evaluates the need to add new positions and fill vacant positions.

Procedure

The area office in conjunction with the local office submits requests to add, revert, or fill NTSN technician positions to the Maintenance Technical Support Center (MTSC) for evaluation. MTSC authorization is based on the documented rationale for the positions and existing network capabilities. If a position is authorized, MTSC initiates the appropriate action to authorize the position on the Organization Management Staffing System (OMSS). The local office then establishes a PS-10 NTSN ET promotion eligibility register (PER).

Schedule

MTSC and the processing and distribution area office coordinate work schedules for NTSN technicians. These schedules are consistent with the provisions of the *Agreement between United States Postal Service and American Postal Workers Union, AFL-CIO, National Association of Letter Carriers, AFL-CIO*.

Existing PS-10 ET Positions

Employees in the ET positions at the time Management Instruction AS-620-87-10 was issued on August 28, 1987, who are not part of the NTSN, continue at that level. Incumbents remain in their positions and perform the duties associated with those positions. If equipment requiring PS-10 ET skills is deleted from a facility's inventory, employees previously assigned to that equipment are reassigned to duties requiring PS-9 ET skills. These employees retain their PS-10 ET positions if they can perform assigned duties after appropriate training.

SELECTION

Promotion Eligibility Register

NTSN technician positions are filled from a promotion eligibility register (PER). If a PER does not exist, an NTSN technician PER must be established in offices where a position is authorized. A representative of the manager of Maintenance Support at the processing and distribution area office participates in and chairs the review panel of the Maintenance Selection System (MSS).

Qualifications

Employees placed on the PS-10 ET PER must be willing to travel frequently and meet all qualifications for that position as defined in Qualification Standard for PS-10 ET. Ranking on the PER must be established on the basis of best qualified according to applicable provisions of Article 38, Maintenance Craft, of the *Agreement between United States Postal Service and American Postal Workers Union, AFL-CIO, National Association of Letter Carriers, AFL-CIO*.

Local Office

The local office initiates appropriate selection, posting, and promotion actions to fill NTSN technician positions.

TRAINING

Employees selected for NTSN technician positions must successfully complete formal training at the PS-9 ET position. They will be required to attend special job training seminars and courses for developing, sustaining, improving, or expanding their technical proficiency to meet the requirements of this position. Training includes seminars and courses that enhance techniques of hardware and software problem solving. NTSN technicians also train other USPS employees.

RESPONSIBILITIES

Maintenance Technical Support Center

MTSC focuses the efforts of the NTSN to reflect corporate priorities. MTSC ensures national coverage of technical support by the NTSN to reduce the MTTR postal equipment. MTSC coordinates NTSN training. MTSC, with the area offices, coordinates the distribution of work to achieve corporate goals. MTSC also provides NTSN technicians with pagers, tools, test equipment, and other necessary items.

HELPDESK

NTSN technician responsibility—The NTSN technician must call the HelpDesk for any of these actions:

1. To notify the HelpDesk when he or she reports to duty.
2. To report that an assigned problem is resolved and close the log.
3. To transfer an assigned problem before his or her tour is finished.
4. To obtain further assistance for the site if on site and leaving before the problem is resolved.

The MTSC HelpDesk provides a single contact point for resolving field problems. The HelpDesk is the interface between field offices and NTSN technicians. In combination with the NTSN technicians, it is the function of the HelpDesk to help reduce the MTTR postal equipment. Procedures for the HelpDesk and NTSN support are in the most current MMO titled *Procedures for Obtaining Maintenance Support from National Technical Support Network*.

Area Office

The area office (AO) identifies work within its area that requires NTSN resources and coordinates with MTSC to accomplish this work. The AO is the initial contact point for conflicting issues between NTSN technicians and their local office management. The AO may route issues to MTSC if necessary or appropriate.

Local Office

The local office conducts the administrative and corrective actions for NTSN technicians. These actions are done according to the *Agreement between United States Postal Service and American Postal Workers Union, AFL-CIO, National Association of Letter Carriers, AFL-CIO*; postal regulations; and local practices. This includes accumulating all workhours and leave hours and transferring these hours to the appropriate finance number.

Because the network is national and local office actions can affect the ability of the network to accomplish its mission, it is imperative that the local office notify MTSC and the AO before taking any action. This notification includes all administrative actions such as temporary tour changes, personnel actions, and grievance responses.

The local office maintains a PER for the PS-10 ET position in that facility. The local office schedules Technical Training Center training for NTSN technicians as requested by MTSC through the Automated Enrollment System.

The local office provides a work space of at least 100 square feet in a quiet area that can store and secure capital property and documentation. The local office also provides a desk or work table, a chair, and a telephone with two outside lines. One of these telephone lines must roll over to a number staffed 24 hours a day.

The local office supplies necessary tools and parts for completing any work required at the local office. The local office, where practical, provides transportation for local travel. The local office should also ensure access to national bulletin boards.

NTSN Technician

The NTSN technician's primary mission is to reduce the time to repair postal equipment by providing technical expertise by telephone or on-site assistance. This assistance requires frequent travel. *The NTSN technician is empowered to use best judgment to complete assigned jobs when providing emergency technical support.*

The NTSN technician should, first and foremost, respond to a call from the HelpDesk. Each NTSN technician must notify the HelpDesk when he or she reports for duty to indicate availability to take network calls, unless the technician is in scheduled training. The NTSN technician is responsible for calling the HelpDesk for any of these actions:

1. To report that an assigned problem is resolved and close the log.
2. To transfer an assigned problem before his or her tour is finished.
3. To obtain further assistance for the site if on site and leaving before the problem is resolved.

The NTSN technician helps field technicians and local technicians enhance his or her knowledge and skills. The NTSN technician assists the field sites and their local site with implementation of MMOs, MWOs, SMOs, etc. The NTSN technician assists with maintenance reviews, maintenance evaluations, and job training seminars.

The NTSN technician must keep the maintenance manager informed of location and hours when on travel or at their local site. The local office must be informed of travel before departure. Time and attendance are done in accordance with local office procedures. The NTSN technician must observe all Postal Service and local office rules and guidelines.

LEAVE

Leave is administered by the local office following local practices. The NTSN technician must call and inform the HelpDesk of all leave (sick, emergency, annual).

TRAVEL

The NTSN technician follows the guidelines in Handbook F-10, *Travel*, and in the *Employee and Labor Relations Manual*. The NTSN technician must submit a Travel Advance Request and Itinerary Schedule to MTSC for approval of all travel other than emergency assistance.

The NTSN technician must notify the HelpDesk and local office maintenance management before traveling. If traveling for emergency support, the NTSN technician must ensure that a HelpDesk log is open for that site. All travel vouchers must be submitted to:

TRAVEL COORDINATOR
MAINTENANCE TECHNICAL SUPPORT CENTER
US POSTAL SERVICE
PO BOX 1600
NORMAN OK 73070-6708

FUNDING

MTSC provides funding for travel, training, and workhours.

WORKHOURS

Local offices transfer NTSN workhours to MTSC.