

**American Postal Workers Union
AFL-CIO
Maintenance Division**

Level 5, 7 , and 9 Issues

Moe Biller

President

Jim Lingberg

Maintenance Director

Edgar Williams

Assistant Maintenance Director "A"

Jake Jackson

Assistant Maintenance Director "B"

Bobby Donelson

National Representative at Large

August 1998



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005
August 6, 1998

Dear Local President / Craft Director:

There have been literally hundreds of grievances appealed at the national level regarding which level of employee is to perform which work in the maintenance craft. After more than six months of meetings at the national level, a number of resolutions have been reached in an effort to give the local parties guidance in resolving these disputes. Normally, such disputes are arbitrated at the regional level because it is virtually impossible to resolve a dispute at the national level which is applicable to every facility.

Our efforts were aimed at defining what work is best performed by a Level 5 Maintenance Mechanic (MM-5), a Level 7 Mechanic Mail Processing Equipment (MPE), or by an Electronics Technician (E.T.). An additional agreement attempts to resolve disputes between which work is best performed by a Building Equipment Mechanic (BEM) or by an MM-5. There is further agreement which defines File Maintenance as E.T. work. (copies attached)

The first decision has three parts. Part one agrees that an MM-5 may work on automated equipment. During discussions on the changed job descriptions in 1993, we discussed with the Postal Service that MM-5's could work on automated equipment within their job descriptions and that E.T.-9's should be performing operational maintenance on automated equipment. The Postal Service agreed with the concept and we agreed to put it in writing after the upgrade was completed. After the upgrade, the Postal Service reneged on that understanding.

As a consequence, the union put forth a policy that the position description of the MM-5 did not include working on automated equipment. This position was taken for the sole purpose of giving the union leverage in negotiation. The MM-5 position description has nothing in it to prevent them from working on automated equipment. Additionally, there are those in the Postal Service who want to expand the Senior Mail Processor into the plants. If we maintained our position, the Postal Service advised that they would assign simple maintenance in the plants to clerks. This agreement preserves the work for maintenance while only allowing the MM-5 to perform maintenance on automated equipment within their position description.

Part two of the agreement agrees that an MPE-7 may use a computer as a menu driven test device to perform electro-mechanical checks of the machine. The example that was used during discussions was if a particular gate is not working on a machine, the MPE may use the computer to toggle the gate to determine if it is electro-mechanically operational and to determine if the appropriate signal is received to operate the gate. If it is electro-mechanically operational and the proper signal is not received, then the skills of the E.T.-9 are needed to troubleshoot the electronics. The agreement also agrees that the MPE-7 may use the computer to determine the operational status of the equipment. This means does the machine run.

Taken together, these two functions mean that it is the job of an MPE-7 to run test decks, not an MM-5 as is being done in many offices.

Part three of the agreement requires that 80% of operational maintenance hours associated with automated equipment must be assigned to E.T.-9's when determining staffing for a facility. Previously there was no requirement in a staffing package to assign any hours to E.T.'s. 80% was used because in some larger facilities, there may be times when an MPE-7 is assigned operational maintenance working along with the E.T.'s. It must be remembered that this part applies only to staffing and not to day-to-day scheduling of employees. It does not require changes to those staffing packages which assign more than 80%. This is the first time any document guarantees E.T. hours in a facility.

This agreement protects the work of all three groups, MM-5's, MPE-7's, and E.T.-9's. Additional agreements are being drafted that further protect all occupational groups.

Attached to the agreement is a letter from the manager of maintenance policies and programs, Gerald Bohan, setting out our understanding that this agreement is not intended to allow managers to begin sending MM-5's to training at NCED (formerly TTC) while recognizing that there are contractually correct circumstances where an MM-5 may be sent. The parties do not anticipate any increase in training for MM-5's.

The second agreement provides that when file maintenance is performed by maintenance craft bargaining unit employees it will be done by E.T.-9's. File maintenance is defined as installing, updating, or maintenance of application software. This does not resolve our dispute over EAS managers installing software or making program changes. That dispute will ultimately be settled in arbitration.

August 6, 1998
Page 3

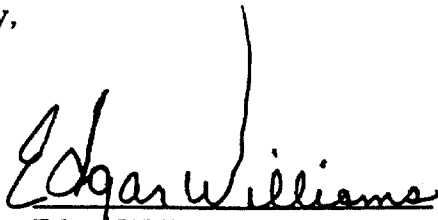
The final agreement distinguishes when work on rider type industrial equipment is to be performed which is the appropriate level to perform the work. If it is troubleshooting, repair, or parts replacement on rider type industrial equipment, the work must be done by a BEM-7, MPE-7, or an E.T.-9. For other than rider type equipment, the work will be assigned based on the task to be performed. The union's position is clear, if the equipment is of complexity similar to rider type, then the work must be performed by the higher levels.

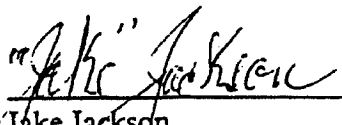
Battery replacement, simple charging of batteries and preventive maintenance may be performed by an MM-5.


Please share this information with the maintenance members in your local. Should you, your officers or stewards have any questions on these matters, please do not hesitate to contact us or one of your business agents.

Yours in union solidarity,


Jim Lingberg
Maintenance Director


Edgar Williams
Asst. Maintenance Director


Jake Jackson
Asst. Maintenance Director


Bobby Donelson
Nat'l Rep.-At-Large

JL:EW:JJ:BD:kms
opeiu #2
afl-cio

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

July 16, 1996

Re: Carrier Sequence Bar Code Sorters ("CSBCS")

Dear Local President and Maintenance Craft Director:

Enclosed is a copy of the recent USPS and APWU Agreement that clarifies the proper level of employees who will provide technical support on the Carrier Sequence Bar Code Sorters ("CSBCS"). This Agreement is a result of the historical Upgrade Agreement reached in 1993 wherein language was added to Electronic Technician job descriptions which state "provide technical support to other employees in the facility or installation within the area served."

After the deployment of carrier sequence local management began training only MPE-7's to provide support for senior mail processing.

This CSBCS sign-off does not preclude the payment of higher level pay for MPE's doing telephone duties in the past. Further, this grievance does not resolve any pending higher level grievances or resolves any grievances concerning overtime.

The first paragraph of the Agreement provides that telephone assistance to lower level Maintenance or other employees on CSBCS equipment is a duty and responsibility of the E.T.-9 job description. It adds that this includes providing technical support during emergency breakdowns. This means if someone calls in for assistance on a CSBCS malfunction – the person providing help by phone should be an E.T. If the problem is not corrected through the telephone call and someone must be sent out to correct the problem, that person should be an E.T.

The second paragraph provides that lower level Maintenance personnel can be detailed to higher level for the amount of time needed to perform the work in paragraph 1. It also includes language to require Management to train E.T.'s as soon as practicable. This means until E.T.'s are trained, higher level details of MPE's may be used. We do not want any grievances filed protesting the crossing of occupational groups until after Management has the opportunity to train E.T.'s. This does not mean such grievances should not be filed if Management does not live up to their obligation to train E.T.'s as soon as practicable; just that we will not file such grievances as long as they make a good faith effort to live up to the agreement.

The third paragraph provides that the minimum skill levels listed in the MM may be utilized to assign the route sheets. These are the Daily Reports and the Quarterly Routes. The stipulation in this paragraph is that the assignment is made

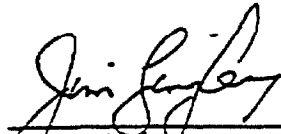
consideration of the task to be performed and the appropriate job description. As with most route sheets, the CSBCS routes require that any discrepancies discovered during the performance must be corrected. We advised Management that if in the correction of discrepancies, the assigned person works beyond their job description an appropriate grievance(s) would be filed. Nothing in this paragraph agrees that Maintenance employees can work beyond their job description.

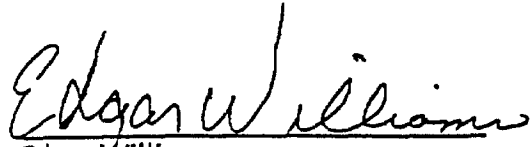
The fourth paragraph agrees that all work hours identified in the MMO are applied to the MPE-7 solely for the purpose of determining staffing. At some future date, we anticipate agreeing on a staffing document that identifies all work and assigns the appropriate level to that work. When this is done, it will be a relatively simple matter to determine the number and level of jobs in a facility. The current staffing document, MMO-21-91, remains in effect and does not currently assign the work hours by level.

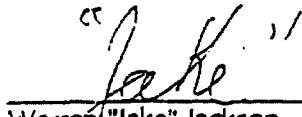
The signing of this Agreement does not relax the provisions of Article 7 under the Collective Bargaining Agreement ("CBA"). If there is a violation as it relates to our position initiate a grievance under Articles 15 or 19, as appropriate.

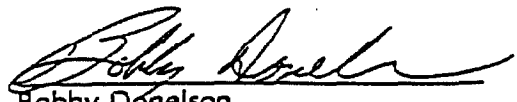
All prior grievances for higher level pay and overtime pay were not resolved by this sign-off; it is fact-circumstance and you should proceed by the contract where these issues are alive and applicable.

Yours in Union Solidarity.


James Lingberg
Director Maintenance


Edgar Williams
Assistance Director Maintenance


Warren "Jake" Jackson
Assistant Director Maintenance
Enclosure
EW/sylopeiu #2\af-cio


Bobby Donelson
National Representative-At-Large

QUESTIONS & ANSWERS 6/27/96 CSBCS AGREEMENT

Q1) If a Senior Mail Processor (SMP) calls in with a Carrier Sequence Bar Code Sorter (CSBCS) problem and a Maintenance Mechanic, MPE, PS-7 helps the SMP over the telephone, does the MPE get paid Level 9 pay?

A1) Yes. This is with the understanding that there are no CSBCS trained Electronic Technicians, PS-9 (ET-9) available. If such an Electronic Technician is available, he/she should provide assistance.

Q2) If the aforementioned situation occurs, but a Maintenance Mechanic, MPE, PS-7 drives to the site and corrects the problem on the CSBCS, does the MPE Mechanic, PS-7 get higher level pay?

A2) The MPE Mechanic, PS-7 would receive higher level pay for any emergency work at the site. All calls from a SMP are not of an emergency nature.

Emergency Situations

- If the MPE Mechanic, PS-7 has to immediately go to the site and perform repairs to get the equipment up and running during that day's scheduled processing window, he/she should be compensated at the Level-9 pay.

Non-emergency Situations

- Those situations that are not of the emergency nature described above, do not necessitate higher level pay. (Example: The CSBCS is down or operating at less than optimum but repairs will not be made until after the scheduled processing window.)

Management has the discretion to send an appropriate higher level employee on any service call to repair the equipment.



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

Date: 9/27/96

Q3) Does the Maintenance Mechanic, MPE, PS-7 pay only apply to normally scheduled routes such as quarterly?

A3) Maintenance Mechanic, MPE, PS-7 employees are compensated at the level 7 pay while performing preventive, corrective and predictive work within and below their position description. The agreement is twofold: a) The help desk function (telephone assistance) is a function of the Electronics Technician, PS-9. b) All other work is to be assigned to the appropriate level which represents the task in the position description. Management maintains flexibility to assign personnel as needed.

Q4) Is this agreement retroactive? Do I pay Level 9 pay for the appropriate work performed by the MPE Mechanic, PS-7?

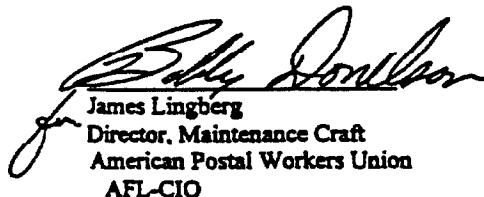
A4) The agreement is only to be applied to timely filed grievances.

Q5) How do I obtain additional training billets for Electronic Technician, PS-9s when the Automated Enrollment System will not let me request billets?

A5) The Training Center is currently utilizing all available resources performing deployment training for CSBCS. When this training is concluded, the system will be opened for billet requests. Offices may wish to document their efforts at obtaining the billets by performing a screen print.

Q6) What happens if it is necessary to provide maintenance instruction to the Senior Mail Processor?

A6) Only the ET-9 position description contains the language "provides technical support to other employees in the facility or in installations within the area served..."



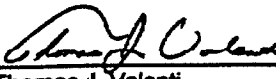
James Lingberg
Director, Maintenance Craft
American Postal Workers Union
AFL-CIO



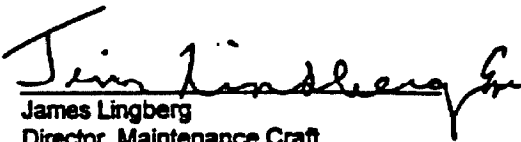
James Lingberg
Director
American Postal Workers Union
AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

In Full and final settlement of grievance number Q90T-4Q-C 95063809 pertaining to the Carrier Sequence Bar Code Sorter (CSBCS) Operations and Servicing Training Manuals (Student and Instructor Guide) and Maintenance Management Orders concerning the maintenance of the (CSBCS), the United States Postal Service and the American Postal Workers Union, AFL-CIO agree as follows:

1. Providing direct telephone assistance to a lower level maintenance or other employee on a CSBCS equipment malfunction in a non-maintenance capable facility is a duty and responsibility of the Electronic Technician, PS-9 Position Description. This also includes providing technical support to a lower level maintenance or other employee during an emergency breakdown in a non-maintenance capable facility.
2. Until such time as a Maintenance Support Facility has sufficient, trained, Electronic Technicians to provide the technical support described in 1 above; lower level, trained, maintenance personnel may be detailed to the position of Electronic Technician. Such detail should only encompass the time necessary to provide the identified technical support. The parties agree that the aforementioned language does not relieve local management of the responsibility to train the appropriate number of Electronic Technician as soon as practicable.
3. All other work assignments may be made by using the minimum skill level identified in the MMO and the consideration of the task to be accomplished and the appropriate standard position description.
4. Solely for the purpose of determining staffing requirements, all work hours identified in the preventive Maintenance Management Order (MMO) shall be applied to the position of Mechanic, Mail Processing Equipment, PS-7.


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

Date: 6/27/96


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

Date: 6-27-96



Mr. Edgar Williams
Assistant Director, Maintenance Craft
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: C94T-1C-C 96028347
Class Action
Akron, OH 44309-9501

Dear Mr. Williams:

On numerous occasions we have met to discuss the above captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this case is whether the Postal Service violated the National Agreement in its assignment of duties and responsibilities for maintenance craft employees.

During our discussions, the parties have identified pre-arbitration settlement Q90T-4Q-C 95063809 and related Questions and Answers, Step 4 decision D94T-1D-C 97010513, and Step 4 decision A94T-1A-C 97010097 (attached), as being similar to the issues in this instant case.

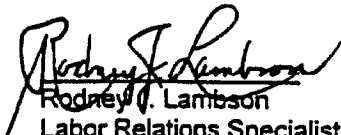
Furthermore, the parties agree that agreements concerning work assignments (levels and position descriptions) on the CSCBS in the maintenance craft are applicable to DBCS assignments.


Accordingly, the parties agree to remand this case to the parties at Step 3 for application of the attached awards. The parties will also meet to determine the fact circumstances and if appropriate, a remedy.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,


Rodney J. Lambson
Labor Relations Specialist
Grievance and Arbitration


Edgar Williams
Assistant Director, Maintenance Craft
American Postal Workers Union, AFL-CIO

Date: 8-7-98

Mr. Bobby Donelson
National Representative At Large,
Maintenance Division
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: C94T-4C-C 98023460
Mesalam, D.
Springfield, OH 45501-9998

Dear Mr. Donelson:

On September 18, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement in its assignment of duties and responsibilities for maintenance craft employees.

During our discussions, the parties have identified pre-arbitration settlement **Q90T-4Q-C 95063809** and related Question and Answers, Step 4 decision **A94T-1A-C 97010097**, and Step 4 decision **D94T-1D-C 97010513** (attached), as being similar to the issues in this instant case.

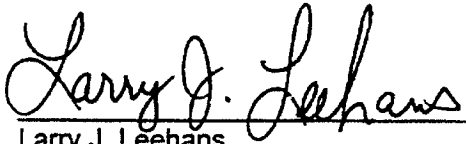
Furthermore, the parties agree that agreements concerning work assignments (levels and position descriptions) on the **CSBCS** in the maintenance craft are applicable to **DBCS** work assignments in the maintenance craft.

Accordingly, we agree to remand this case to Step 3 for application of the attached awards. The parties will meet to determine fact circumstances and if appropriate, a remedy. Afterward, this case may be appealed to arbitration in accordance with the Step 4 Procedures MOU.

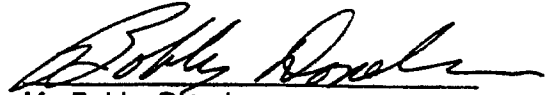
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,



Larry J. Leehans
Labor Relations Specialist
Grievance and Arbitration



Mr. Bobby Donelson
National Representative At Large,
Maintenance Division
American Postal Workers Union,
AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Date: 9/25/98

Mr. Edgar Williams
Assistant Director, Maintenance Division
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: B94T-1B-C 97032216
Class Action
Brockton, MA 02401-5571

Dear Mr. Williams:

On April 23, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement when the ET-09 performed assigned maintenance duties on the DBCS.

After reviewing this matter, the parties agree that no national interpretive issue is fairly presented in this case. The fact circumstances in this case will determine whether the duties performed were within the Position Description of the ET-09.

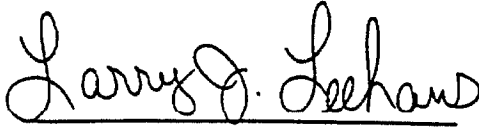
The parties further agree that the Electronic Technician, PS-09, occupational group encompasses the functional purpose and duties and responsibilities of its position description as well as the duties and responsibilities of the Mail Processing Equipment Maintenance Mechanic, PS-07, Maintenance Mechanic, PS-05, and Maintenance Mechanic, PS-04, position descriptions, as they pertain to mail processing equipment and customer service equipment.

Accordingly, we agree to remand this case to Step 3 for determination of fact circumstances and appropriate remedy or to arbitration in accordance with the Step 4 Procedures MOU.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,



Larry J. Leehans
Labor Relations Specialist
Grievance and Arbitration



Edgar Williams
Assistant Director, Maintenance
Division
American Postal Workers Union,
AFL-CIO

DATE: 8-10-98

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

RE: D94T-1D-C 97010513
Dipeitro, R.
Columbia, SC 29292-9511

Dear Jim:

Recently, we met to discuss the aforementioned grievance at the fourth step of the contractual grievance procedure.

The issue in this case is whether the Postal Service violated the National Agreement in its assignment of duties and responsibilities for maintenance employees.

The functional purpose of the Maintenance Mechanic, PS-5 provides that they independently perform semiskilled preventive, corrective, and predictive maintenance tasks associated with the upkeep and operation of various types of mail processing, buildings and building equipment, customer service and delivery equipment.

- The parties agree that the aforementioned language includes automated mail processing equipment.

The functional purpose of the Maintenance Mechanic MPE, PS-7 states that they perform involved trouble-shooting and complex maintenance work throughout the system of mail processing equipment; performs preventive maintenance inspections of mail processing equipment, building and building equipment.

The parties agree that Mechanic MPE, PS-7 may use a computer as a menu driven test device to:

- a) Determine the operational status of the equipment and its electro/mechanical components;
- b) Isolate mechanical and/or electrical malfunctions and verify the results of corrective actions.

The functional purpose of the Electronics Technician, PS-9 states that they independently perform a full range of diagnostic, preventive maintenance, alignment and calibration, and overhaul tasks, on both hardware and software on a variety of mail processing, customer service, and building equipment and systems, applying advanced technical knowledge to solve complex problems.


- The parties agree that the functional purpose of the Electronics Technician, PS-9 includes operational maintenance assignments. For the purpose of determining staffing in accordance with Maintenance Management Order (MMO) 028-97, eighty percent (80%) of the maintenance operational maintenance work hours associated with automated equipment will be used to staff Electronic Technician, PS-9 positions.¹

Accordingly, we agree to remand this case to Step 3 for application of the aforementioned language. The parties will determine the fact circumstances and, if appropriate, a remedy.

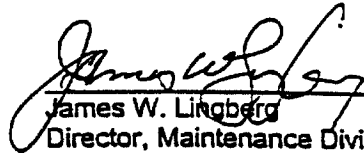
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this issue.

Time limits at this level were extended by mutual consent.

Sincerely,



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



James W. Linberg
Director, Maintenance Division
American Postal Workers Union,
AFL-CIO

Date: July 2, 1998

¹ Automated mail processing equipment is identified for this agreement as equipment which reads addresses or bar codes and sorts either letter or flat mail for either delivery or transportation to another office. This will also include the Advanced Facer/Canceller System.



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

Re: C90T-1C-C 96005522
Class Action
Philadelphia, PA 19116-0001

Dear Mr. Lingberg:

On July 1, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement when the BEM-07 and MPE-07 performed assigned maintenance duties.

After reviewing this matter, the parties agree that no national interpretive issue is fairly presented in this case. The fact circumstances in this case will determine whether the duties performed were within the Position Descriptions of the BEM-07 or MPE-07.

The parties further agree that the Mail Processing Equipment Maintenance Mechanic, PS-07, occupational group encompasses the functional purpose and duties and responsibilities of its position description as well as the duties and responsibilities of Maintenance Mechanic, PS-05, and Maintenance Mechanic, PS-04, position descriptions, as they pertain to mail processing equipment and customer service equipment.

The parties further agree that the Building Equipment Mechanic, PS-07, occupational group encompasses the functional purpose and duties and responsibilities of its position description as well as the duties and responsibilities of Maintenance Mechanic, PS-05, and Maintenance Mechanic, PS-04, position descriptions, as they pertain to building, building equipment and building systems.

Accordingly, we agree to remand this case to Step 3 for determination of fact circumstances and appropriate remedy or to arbitration in accordance with the Step 4 Procedures MOU.

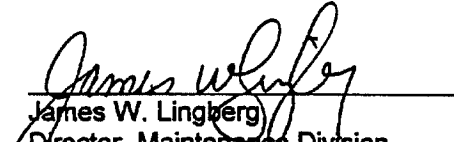
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,



Larry J. Leehans
Labor Relations Specialist
Grievance and Arbitration


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

Date: 8/12/98

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

Re: D94T-1D-C 96059025
Class Action
Charleston, WV 25350-9701

Dear Mr. Lingberg:

On July 31, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement when the MM-05 performed assigned building maintenance duties.

After reviewing this matter, the parties agree that no national interpretive issue is fairly presented in this case. The fact circumstances in this case will determine whether the duties performed were within the Position Description of the MM-05.

The parties further agree that the mere absence of a BEM-07 does not in and of itself entitle an MM-05 to higher level (07) pay. Higher level (07) pay is appropriate when an MM-05 is assigned duties and responsibilities which requires the MM-05 to make judgments on the cause of building equipment malfunctions.

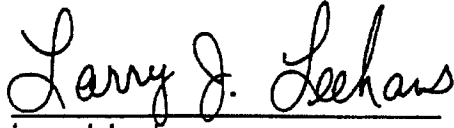
Also, the parties agree that the position description of the MM-05 includes the duties and responsibilities of **"maintains an awareness of equipment operation, especially excessive heat, vibration, and noise, reporting malfunctions, hazards, or wear to supervisor."** These duties and responsibilities do not meet the scope of judgment included in the BEM-07 job description, which requires level 07 pay.

Accordingly, we agree to remand this case to Step 3 for determination of fact circumstances and appropriate remedy or to arbitration if necessary, in accordance with the Step 4 Procedures MOU.

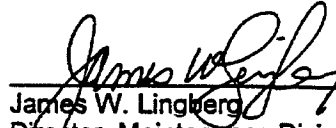
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,



Larry J. Leehans
Labor Relations Specialist
Grievance and Arbitration



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

Date: 8/12/98



Mr. Edgar Williams
Assistant Director, Maintenance Division
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: D94T-1D-C 97080414
Class Action
Raleigh, NC 27676-9997

Dear Mr. Williams:

On September 10, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement when the MM-05 performed assigned maintenance duties on conveyor systems.

After reviewing this matter, the parties agree that no national interpretive issue is fairly presented in this case. The fact circumstances in this case will determine whether the duties performed were within the Position Description of the Maintenance Mechanic, PS-05 (MM-05).

The parties agree that the MM-05's Position Description includes the functional purpose of **"independently performs semiskilled preventive, corrective and predictive maintenance task associated with the upkeep and operation of various types of mail processing equipment. . . ."**; also, the MM-05's job description includes, in the duties and responsibilities, **"performs preventative maintenance and routine repairs on simple control circuitry, bearings, chains sprockets, motors, belts and belting, and other moving parts or wearing surfaces of equipment"** (emphasis added).

The parties further agree that MM-05's will not be assigned to perform skilled maintenance on bulk conveyor systems unless under the direction of skilled maintenance employees or with clearly written instructions from either hard copy or electronic format. If the MM-05 is used in lieu of skilled personnel without such direction or instructions, higher level pay is applicable.

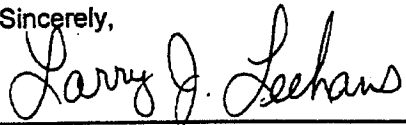
Also, the parties agree that the MM-05 occupational group encompasses the functional purpose and the duties and responsibilities of its position description as well as the duties and responsibilities of the Maintenance Mechanic, PS-04, position description, which includes the duties and responsibilities of **"independently inspects conveyors; cleans, lubricates, adjusts and makes minor repairs of routine nature to mechanized mail processing and mail handling equipment. . ."** (emphasis added).

Accordingly, we agree to remand this case to Step 3 for application of the above language. The parties will meet to determine fact circumstances and if appropriate, a remedy. Afterward, this case may be appealed to arbitration in accordance with the Step 4 Procedures MOU if necessary.

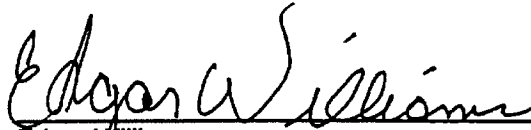
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,



Larry J. Leehans
Labor Relations Specialist
Grievance and Arbitration



Edgar Williams
Assistant Director, Maintenance Division
American Postal Workers Union, AFL-CIO

Date: 9-18-98



Mr. Edgar Williams
Assistant Director, Maintenance Division
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: B90T-1B-C 95060318
Francis, D.
Providence, RI 02902-9998

Dear Mr. Williams:

On September 11, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement in its assignment of duties and responsibilities for maintenance craft employees.

The parties agree that the **Postal Machine Mechanic, PS-06 (PMM-06) job description does not contain duties and responsibilities involving buildings, building equipment and building systems.**

Accordingly, we agree to remand this case to Step 3 for application of the above settlement language. The parties will meet to determine fact circumstances and if appropriate, a remedy. Afterward, this case may be appealed to arbitration in accordance with the Step 4 Procedures MOU.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,

A handwritten signature in cursive script that reads "Larry J. Leehans".

Larry J. Leehans
Labor Relations Specialist
Grievance and Arbitration

A handwritten signature in cursive script that reads "Edgar Williams".

Edgar Williams
Assistant Director, Maintenance Division
American Postal Workers Union, AFL-CIO

Date: 9-18-98

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

Re: C94T-1C-C 97042735
Class Action
Warrendale, PA 15095-1000

Dear Mr. Lingberg:

On numerous occasions and more recently on July 30, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement how it assigned maintenance duties and responsibilities in the battery room.

During our discussions, it was mutually agreed that the following language fully settles this case. Specifically:

That the duties and responsibilities of preventive maintenance, battery replacement, and simple charging of batteries on industrial equipment are within the scope of the duties and responsibilities outlined in the Maintenance Mechanic PS-05(MM-05) standard position description.

That the duties and responsibilities of troubleshooting, repairing and replacement of parts on rider type industrial equipment are within the scope of duties and responsibilities outlined in the Maintenance Mechanic, MPE PS-07(MPE-07), Building Equipment Mechanic PS-07(BEM-07), and Electronic Technician PS-09(ET-09) standard position descriptions. Additionally, the parties agree that the aforementioned duties may be performed by a MM-05 in accordance with Item 4 of the MM-05 position description.

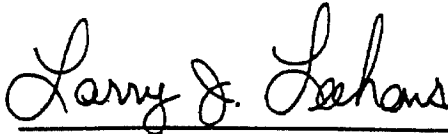
On other than rider-type industrial powered equipment, the work assignments will be made by matching the task to be performed with the appropriate position description.

Accordingly, we agree to remand this case to Step 3 for application of the aforementioned language. The parties will determine the fact circumstances and, if appropriate, a remedy.

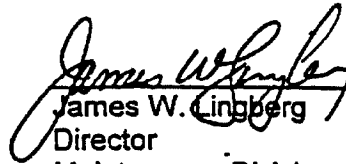
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,



Larry J. Leehans
Labor Relations Specialist
Grievance and Arbitration



James W. Linberg
Director
Maintenance Division
American Postal Workers Union,
AFL-CIO

Date 8/3/98



Mr. Edgar Williams
Assistant Director, Maintenance Division
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington DC 20005-4128

Re: C94T-1C-C 98057919
Kenny C
Warrendale PA 15095-1000

Dear Mr. Williams:

On October 22, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement how it assigned maintenance duties and responsibilities in the battery room.

During our discussions, it was mutually agreed that the following settlement language in case C94T-1C-C 97042735 is applicable. Specifically:

That the duties and responsibilities of preventive maintenance, battery replacement, and simple charging of batteries on industrial equipment are within the scope of the duties and responsibilities outlined in the Maintenance Mechanic PS-05 (MM-05) standard position description.

That the duties and responsibilities of troubleshooting, repairing and replacement of parts on rider type industrial equipment are within the scope of duties and responsibilities outlined in the Maintenance Mechanic, MPE PS-07 (MPE-07), Building Equipment Mechanic PS-07 (BEM-07), and Electronic Technician PS-09 (ET-09) standard position descriptions. Additionally, the parties agree that the aforementioned duties may be performed by a MM-05 in accordance with Item 4 of the MM-05 position description.

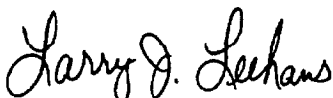
On other than rider-type industrial powered equipment, the work assignments will be made by matching the task to be performed with the appropriate position description.

The parties further agree that the above cited language does not waive an IEM-06's right to perform battery room duties when an IEM-06 is available.

Accordingly, we agree to remand this case to Step 3 for application of the above settlement language. The parties will meet to determine fact circumstances and if appropriate, a remedy. Afterward, this case may be appealed to arbitration in accordance with the Step 4 Procedures MOU.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.



Larry J. Leehans
Labor Relations Specialist
Grievance and Arbitration



Edgar Williams
Assistant Director, Maintenance Division
American Postal Workers Union, AFL-CIO

DATE: 11-2-98

Mr. Bobby Donelson
National Representative At Large,
Maintenance Division
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: D94T-1D-C 96057035
Miller, K.
Charleston, WV 25350-9998

Dear Mr. Donelson:

On September 18, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement how it assigned maintenance duties and responsibilities in the battery room.

During our discussions, it was mutually agreed that the following settlement language in Case Number C94T-1C-C 97042735 is applicable. Specifically:

That the duties and responsibilities of preventive maintenance, battery replacement, and simple charging of batteries on industrial equipment are within the scope of the duties and responsibilities outlined in the Maintenance Mechanic PS-05 (MM-05) standard position description.

That the duties and responsibilities of troubleshooting, repairing and replacement of parts on rider type industrial equipment are within the scope of duties and responsibilities outlined in the Maintenance Mechanic, MPE PS-07 (MPE-07), Building Equipment Mechanic PS-07 (BEM-07), and Electronic Technician PS-09 (ET-09) standard position descriptions. Additionally, the parties agree that the aforementioned duties may be performed by a MM-05 in accordance with Item 4 of the MM-05 position description.

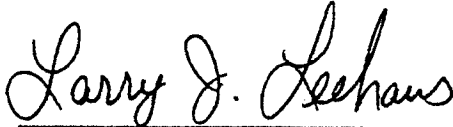
On other than rider-type industrial powered equipment, the work assignments will be made by matching the task to be performed with the appropriate position description.

Accordingly, we agree to remand this case to Step 3 for application of the aforementioned settlement language. The parties will determine the fact circumstances and, if appropriate, a remedy:

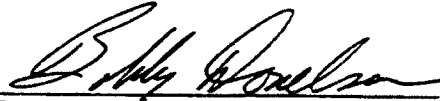
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,



Larry J. Leehans
Labor Relations Specialist
Grievance and Arbitration



Bobby Donelson
National Representative At Large,
Maintenance Division
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Date: 9/25/98



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

Re: A94T-1A-C 97010097
Class Action
Edison, NJ 08899-9998

Dear Mr. Lingberg:

On June 3, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this case is whether the Postal Service violated the National Agreement in its assignment of duties and responsibilities for maintenance employees.

The parties agree that when file maintenance (installing, updating, or maintenance of application software) on mail processing equipment is assigned to and performed by Maintenance Craft bargaining unit employees, the duties are within the duties and responsibilities of the position of Electronics Technician, PS-09.

Accordingly, we agree to remand this case to Step 3 for application of the aforementioned language. The parties will determine the fact circumstances and, if appropriate, a remedy.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,

A handwritten signature in cursive script that reads "Larry J. Leehans".

Larry J. Leehans
Labor Relations Specialist
Grievance and Arbitration

A handwritten signature in cursive script that reads "James W. Lingberg".

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

Date: 8/3/98



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

Re: J90C-4J-C 95006077
Class Action
Park Ridge, IL 60068-9998

Dear Mr. Lingberg:

On July 1, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this case is whether the Postal Service violated the National Agreement in its assignment of file maintenance duties and responsibilities on Maintenance Information Systems to maintenance employees.

The parties agree that when file maintenance (installing, updating, or maintenance of application software) on Maintenance Information Systems is assigned to and performed by Maintenance Craft bargaining unit employees, the duties are within the duties and responsibilities of the positions of Maintenance Support Clerk, Level 05 and 06. Also, an ET-09 may assist a Maintenance Support Clerk with the file maintenance when requested or necessary.

The parties further agree that the Maintenance Support Clerk, PS-06, occupational group encompasses the functional purpose and duties and responsibilities of its own position description as well as the duties and responsibilities of Maintenance Support Clerk, PS-05.

Accordingly, we agree to remand this case to Step 3 for application of the aforementioned language. The parties will determine the fact circumstances and, if appropriate, a remedy.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,

Larry J. Leehans
Labor Relations Specialist
Grievance and Arbitration

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

Date: 10/1/98

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

Re: B90T-1B-C 96006078
Class Action
Brockton, MA 02401-9998

Dear Mr. Lingberg:

On July 1, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this case is whether the Postal Service violated the National Agreement in its assignment of file maintenance duties and responsibilities on Maintenance Information Systems to maintenance employees.

The parties agree that when file maintenance (installing, updating, or maintenance of application software) on Maintenance Information Systems is assigned to and performed by Maintenance Craft bargaining unit employees, the duties are within the duties and responsibilities of the positions of Maintenance Support Clerk, Level 05 and 06. Also, an ET-09 may assist a Maintenance Support Clerk with the file maintenance when requested or necessary.

The parties further agree that the Maintenance Support Clerk, PS-06, occupational group encompasses the functional purpose and duties and responsibilities of its own position description as well as the duties and responsibilities of Maintenance Support Clerk, PS-05.

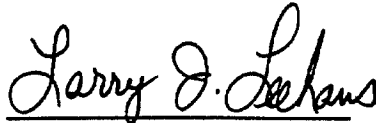
Accordingly, we agree to remand this case to Step 3 for application of the aforementioned language. The parties will determine the fact circumstances and, if appropriate, a remedy.

Pg. B90T-1B-C 96006078
Brockton, MA 02401-9998

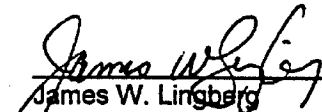
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,



Larry J. Leehans
Labor Relations Specialist
Grievance and Arbitration



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

Date: 10/1/98



July 2, 1998

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

SUBJECT: Mail Processing Equipment Training

The following is in regards to your request for clarification of discussions concerning Maintenance Mechanics, PS-5 attending specific mail processing equipment training courses.

It is not the intention of Maintenance Policies and Programs to demand or advocate any change to the current process of determining the appropriate PS level to attend various training courses at the National Center for Employee Development. To further clarify this understanding:

1. It has been the practice to require PS levels 7 and 9 to attend specific mail processing equipment training courses for job related training. This will continue to be the case. We do not anticipate any increase in the Maintenance Mechanic, PS-5 attending these courses.
2. It has been the practice to require the Maintenance Mechanic, PS-5 to successfully complete specific mail processing equipment training courses to qualify for promotion to a higher level. This practice will continue.
3. When such training billets are available, it has been the practice to require Maintenance Mechanics, PS-5 on the appropriate Promotion Eligibility Register to attend specific mail processing equipment training courses for development training. This practice will continue.

As information, a cover letter explaining the above will be sent to all Maintenance Managers along with the applicable Step 4 Grievance Resolution. If you receive responses from your National Business Agents that the above is not the case, please feel free to contact me. I will be glad to discuss any necessary corrective actions.

A handwritten signature in black ink, appearing to read "J. Gerard Bohan".

J. Gerard Bohan
Manager
Maintenance Policies and Programs

cc: Managers, Maintenance Support, Area

8403 LEE HIGHWAY
MERRIFIELD VA 22082-8101
703-280-7502
FAX: 703-280-8418



Mr. Bobby Donelson
Assistant Director
Maintenance Division
American Postal Workers Union
AFL-CIO
1300 L Street NW
Washington DC 20005-4128

RE: D90T-1D-C 93023723
Class Action
Greensboro, NC 27498-9700

Dear Mr. Donelson:

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 Article 25 of the National Agreement by not compensating employees at PS-10 when maintenance employees are performing as Postal Service Training Network teletraining facilitators.

After reviewing this matter the parties mutually agree that no national interpretive issue is fairly presented in this case. Employees used to facilitate PSTN training will be compensated pursuant to Article 25 at the PS-10 level¹ for actual hours spent facilitating the PSTN broadcast.

If this case were withdrawn from regional arbitration prior to referral to Step 4, it will be returned to the same stage of arbitration in accordance with the Memorandum of Understanding entitled "Step 4 Procedures." If this case were withdrawn from regional arbitration prior to referral to Step 4, it will be returned to the same stage of arbitration in accordance with the Memorandum of Understanding entitled "Step 4 Procedures."

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,

A handwritten signature in cursive script, reading "Thomas J. Valenti".

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

A handwritten signature in cursive script, reading "Bobby Donelson".

Bobby Donelson
Assistant Director
Maintenance Division
American Postal Workers Union
AFL-CIO

April 4, 2002

¹ PS-11 after November 16, 2002



MAY 23 1983

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20250

Mr. Richard I. Wevodau MAY 20 1983
Director
Maintenance Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Wevodau:

On May 17 you met with James J. Stanton in prearbitration discussion of H8T-2D-C 8478 and H8T-2D-C 8479, Northern Virginia, Virginia. The question in these grievances is whether management violated Article 25 by not compensating the grievants at the level 10 rate for time spent in training lower level personnel on ESP, ZMT equipment and LSM technology.

It was mutually agreed to full settlement of these cases as follows:

1. The grievants will be compensated at the PS-10 level for actual hours spent acting as on-the-job instructors in the onsite maintenance certification program. The compensation will be computed from the date 14 days prior to the filing of the grievance.
2. The future application of this settlement is limited to those PS-9 Electronic Technicians who are certified to act as OSMC-OJT informal instructors in the formal OSMC programs and who conduct all of the OJT phases including instruction of trainees, evaluation of trainees, certifying completion of training modules, and final certification of trainees.
3. This settlement is not applicable to those informal on-the-job instruction and guidance duties normally performed on an as-required-basis and outside of the formal OSMC programs.

Mr. Richard I. Wevodau

2

Please sign the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing these cases from the pending national arbitration listing.

Sincerely,

W. E. Hendry, Jr.
William E. Hendry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department

Enclosure

Richard I. Wevodau
Richard I. Wevodau
Director
Maintenance Division
American Postal Workers
Union, AFL-CIO

5/31/83
Date



Mr. Bobby Donelson
Representative-at-Large
Maintenance Division
American Postal Workers Union
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

RE: H98T-1H-C 99079529
Gager, W.
H98T-1H-C 99079526
Lancaster, R.
West Palm Beach, FL 33406-9401

Dear Mr. Donelson:

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

The issue in these grievances is whether a maintenance craft employee must qualify pursuant to Article 38 and Handbook EL-304; entitled "Maintenance Selection System" to be considered qualified for promotion to a Maintenance Selection System (MSS) maintenance position.

The parties have agreed that the general principles of the MSS, pursuant to the EL-304, page 1, "is to ensure the selection and promotion of qualified maintenance personnel and to promote a uniform application of qualification requirements." Scoring within the MSS is based upon specific competency areas defined in terms of knowledge, skills, and abilities (KSAs). The score for any given KSA may be based on up to three measurement components: job knowledge (written multiple choice) test; review panel evaluation of relevant training, education and work experience; and supervisor's evaluation of current performance. In order to be considered qualified for promotion to an MSS maintenance craft position, an employee must achieve a qualifying composite rating for each scored KSA area.

Accordingly, we agreed to close these cases.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to close these cases. Time limits at the interpretive review process were extended by mutual consent.

Sincerely,

A handwritten signature in cursive script, reading "Thomas J. Valenti".

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

A handwritten signature in cursive script, reading "Bobby Donelson".

Bobby Donelson
Representative-at-Large
Maintenance Division
American Postal Workers Union
AFL-CIO

January 28, 2002