March 7, 2007

TO: Local Presidents
    Local Maintenance Craft Directors

Subject: Work Assignments for Automated Mail Processing Equipment

In July of 1998 the parties entered into an agreement at the Headquarters level in case D94T-1D-C-97010513 pertaining to work that certain maintenance occupational groups were permitted to work on automated mail processing equipment. At the time automated mail processing equipment was limited to equipment which read addresses or bar code and sorts either letter or flat mail for either delivery or transportation to another office. The parties also agreed that the Advanced Facer/Canceler System was included as part of this agreement.

The parties agreed to three (3) work assignment tasks among the Maintenance Mechanics (MM), Mail Processing Equipment Mechanic (MPE) and Electronics Technician (ET) occupational groups which was limited to automated mail processing equipment that read addresses or bar codes and sorted either letter or flat mail for either delivery or transportation to another office. The agreement did not extend beyond these types of automated equipment; it was clearly limited in scope. Specifically the parties agreed:

- Maintenance Mechanics, MM, were permitted to perform tasks within their Standard Position Description on automated mail processing equipment that existed at that time i.e. letter and/or flats, e.g. DBCS, AF5M100, etc.

- Mail Processing Equipment Mechanics, MPE, could use a computer as a menu driven test device on automated mail processing equipment that existed at that time i.e. letter and/or flats, e.g. DBCS, AF5M100, etc.

  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.

- In addition to agreeing the operational maintenance properly fell within the Standard Position Description of the Electronics Technician, the parties' agreed that for staffing
purposes, eighty (80%) of the maintenance operational maintenance work hours associated with automated equipment on automated mail processing equipment that existed at that time i.e. letter and/or flats, e.g. DBCS, AFM100, etc. would be used to staff Electronics Technician positions.

Since 1998, the Postal Service has introduced many new pieces of automated mail processing equipment, e.g. the Singulate Scan Induction Unit (SSIU), Automated Package Processing Systems (APPS), Low Cost Tray Sorter, High Speed Tray Sorters, robots, etc and will probably introduce many other types of automated equipment in the future. Based on the introduction of this new automated mail processing equipment the Union sought to expand the terms of the December 1998 Step 4 settlement to this new equipment. By expanding the terms of the settlement to cover all automated mail processing equipment the Union sought to maintain continuity of staffing allowances and work assignments on the work room floor. Unfortunately the Postal Service refused to expand the terms of this settlement to cover all types of automated mail processing equipment. It’s failure to expand the terms of the Step 4 agreement in case D94T-1D-C-97010513 to all automated mail processing equipment prevented the continuity of staffing allowances and work assignments created by the Step 4 to grow with the Postal Service’s evolving automated mail processing environment.

What does the Postal Service’s refusal to expand the terms of our agreement regarding staffing allowances and work task assignments in the Step 4 settlement of case D94T-1D-C-97010513 mean to the bargaining unit?

The Postal Service’s refusal to expand our agreement regarding staffing allowances and work task assignments could and probably will result in lower level maintenance employees being assigned higher level work which will result in higher level employees being deprived of work at either the straight or overtime rate of pay. Therefore the Local Union must file individual grievances any time local management assigns a Maintenance Mechanic (MM), a Mail Processing Equipment Mechanic (MPE) to perform work tasks on automated mail processing systems or fails to assign operational maintenance to an Electronics Technician or assign eighty (80%) of operational maintenance work hours to Electronics Technician for staffing purposes. These grievances are necessary to protect the integrity of our negotiated Standard Position Descriptions as well as protesting the Postal Service’s failure to barging in good faith on this issue. The Postal Service’s actions in these situations represent violations of Article 7 and 25 of the Collective Bargaining Agreement. These grievances must be pursued up through Step 3, if not settled at the lower steps, so that we can track the number of disputes in the field. Holding cases at the Local level prevents us from maintaining accurate numbers.

In summary, the following represents what the Postal Service gave up by refusing to reach agreement on this issue:

1. Maintenance Mechanic (MM) are now limited to being assigned to and performing maintenance task(s) within their Standard position description on automated mail processing equipment that processes letters and flats mail.

2. Mail Processing Equipment Mechanics, MPE, are now limited to being assigned and performing maintenance task(s) such as using a computer as a menu driven tool to determine the working status of a piece of automated mail processing equipment that processes letters and flats mail.
3. Only Electronics Technicians can be assigned to operational maintenance on all mail processing equipment with the exception of automated mail processing equipment that processes letters and flats mail.

4. The Postal Service violates the Collective Bargaining Agreement whenever it fails to assign eighty (80%) of the maintenance operational maintenance work hours associated with automated mail processing equipment with the exception of automated mail processing equipment that processes letters and flat mail for staffing purposes.

In addition to the above the Union has initiated a national level dispute, Q00T-4Q-C-04134590. It is our position that the Postal Service violated Articles 19 and 38 of the National Agreement by classifying Automated Mail Processing Equipment such as the Singulator and the APPS, as mechanized equipment rather than automated mail processing equipment. Consistent with the American Postal Workers Union, AFL-CIO (APWU) position, mail processing equipment, such as the SSIU, Automated Parcel Package Processing System and all other automated mail processing equipment which reads addresses or bar codes and sorts mail (parcels, sacks, trays, etc.) for either delivery or transportation to another office is automated mail processing equipment. As such, the Postal Service actions represent a violation of the Collective Bargaining Agreement. In order to fully protest the Postal Service's attack we need your grievances to support our efforts as well as protect your rights. Please contact us should you have any questions regarding this matter.

Steve Raymer
Director

Gary Klopfer
Assistant Director

Gregory See
Assistant Director

Idowu Balogun
National Representative-at-Large
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  
Dipeito, 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.
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. Lingberg
Director, Maintenance Division
American Postal Workers Union,
AFL-CIO

Date: July 2, 1998

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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/Canceler System.