

In the Matter of Arbitration

between

UNITED STATES POSTAL SERVICE

Case Nos. HIT-3P-C-1220 and  
HIT-3P-C-1963

and

AMERICAN POSTAL WORKERS UNION

APPEARANCES: Donald J. Cowan for the Postal Service;  
Richard I. Wevodau for the Union

#### DECISION

These two grievances arose under and are governed by the 1981-1984 National Agreement (JX-1) between the above-named parties. The undersigned having been jointly selected by the parties to serve as sole arbitrator, a hearing was held on 22 June 1982, in Washington, D.C. Both parties appeared and presented evidence and argument bearing upon the following issue (as determined by the arbitrator):

Did the Postal Service violate any provisions of the 1981-1984 National Agreement by assigning to Maintenance Mechanic PS-6s at the Greensboro, North Carolina, Bulk Mail Center certain preventive maintenance work alleged by the Union to be normally performed exclusively by Maintenance Mechanic PS-7s, and by failing to compensate PS-6s for the time spent on such work at the PS-7 level.

If so, what is the appropriate remedy?

A verbatim transcript was made of the arbitration proceeding. Each side filed a post-hearing brief. Upon receipt

of the briefs on 10 August 1982, the arbitrator closed the record.

On the basis of the entire record, the arbitrator makes the following

AWARD

The distinctions between the duties of Maintenance Mechanic PS-6s and PS-7s at the Greensboro BMC are too vague and problematical to permit a finding in this case that the duties performed by the two PS-6 mechanics were to be performed only by PS-7 mechanics. The grievances are accordingly denied.



Benjamin Aaron  
Arbitrator

Los Angeles, California  
13 December 1982

In the Matter of Arbitration

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UNITED STATES POSTAL SERVICE

Case Nos. H1T-3P-C-1220 and  
H1T-3P-C-1963

and

AMERICAN POSTAL WORKERS UNION

#### OPINION

#### 1

These two grievances arose at the Greensboro Bulk Mail Center, in Greensboro, North Carolina. The grievants, both classified as Maintenance Mechanic, PS-6, claimed that they had been performing PS-7 work. They asked to be paid at the Maintenance Mechanic PS-7 rate for all work of that classification they had performed. Beyond that, however, the Union asks that preventive maintenance checklists be established by category at the Greensboro BMC, as allegedly required by the Maintenance Handbook, Series MS-58 (UX-4) and Management Class A Offices, Chapter 7, MX-63 (UX-5).

The job descriptions of PS-6 (JX-4) and PS-7 (JX-5) are both dated 1 August 1974. There is considerable overlap between them. The "Basic Function" of PS-6 is as follows:

Performs preventive maintenance and repair work of journeyman level on the mechanical, electrical, electronic pneumatic or hydraulic controls and operating mechanisms of mail process equipment.

The "Basic Function" of PS-7 is as follows:

Performs 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.

Paragraph (A) of the "Duties and Responsibilities" section of the PS-6 job description states in part: "Performs a variety of established preventive maintenance routines using preventive maintenance checklists. . . ." The corresponding paragraph in the PS-7 job description states in part:

Performs the more difficult testing, diagnosis, maintenance, adjustment and revision work, requiring a thorough knowledge of the mechanical, electrical and electronic, pneumatic, or hydraulic control and operating mechanisms of the equipment. . . .

The Union's principal witness, Clarence C. Schoolfield, a PS-7 at the Greensboro BMC, testified that PS-6s have been performing duties spelled out in the following paragraphs of the PS-7 job description:

- (E) Reports the circumstances surrounding equipment failures, and recommends measures for their correction.
- (F) Performs preventive maintenance inspections for the purpose of discovering incipient mechanical malfunctions and for the purpose of reviewing the standard of maintenance. Initiates work orders requesting corrective actions for below standard conditions. . . . Recommends changes in preventive maintenance procedures and practices to provide the proper level of maintenance. . . .

The Union introduced a maintenance checklist for the

"BMC Convey. 6" (UX-1), which Schoolfield testified was being performed at the Greensboro BMC by PS-7s, PS-6s, and, "possibly," PS-5s (Tr. 25). He was asked a number of detailed questions about some of the instructions spelled out in the checklist and, in summary, he described the functions to be performed as PS-7 work. Asked whether the same work was being performed by PS-6s, he replied in the affirmative. At the same time, Schoolfield testified that according to his reading of the PS-6 job description, PS-6s are not supposed to do any inspections, which he defined as "Look, feel, check, examine, inspect," or "to trouble-shoot or make corrections on interlocking conveyor systems or systems in emergency situations that would put mail processing equipment down." (Tr. 48)

Section 2.1 of Maintenance Handbook, Series MS-58, divides preventive maintenance into three major categories: "inspection, cleaning and lubricating, and routine- - each of which is represented by a separate type of checklist." Section 3.12 states in part:

Sets of inspection, cleaning and lubricating, and routine preventive maintenance checklists must be compiled by local maintenance authority. Activities appearing on local checklists will apply specifically to the equipment provided at the local installation. . . .

Section 716.21 (Inspection checklists) of MS-63 states that such checklists "contain only those preventive maintenance actions which are required to assure continued

satisfactory operation. . . ." Maintenance operations included are visual inspection (including the use of test instruments and gauges), adjusting, and tightening.

In respect of required skill levels, MS-63 states in part (716.26):

The purpose of providing separate checklists for different maintenance activities is to permit the maximum utilization of different skill levels of mechanics who will perform the preventive maintenance work. Work performed using the inspection checklist should be performed by mechanics or technicians with an understanding of mechanically [sic] and electrical design of the equipment, and who have the ability to diagnose incipient malfunctions. . . . In addition, routine preventive maintenance does not require the amount of diagnostic ability required for work specified on inspection checklists and, accordingly, should be performed by moderately skilled mechanics.

Schoolfield described those functions in detail. He testified in part (Tr. 43):

Our Level 6's. . . make recommendations; however, they do not understand the system as well as our Level 7's. . . .

They perform the same duties [as the PS-7s], they make the same notations on the preventative maintenance cards for corrections.

The principal witness for the Postal Service was James C. Wilson, Program Manager, Office of Maintenance Management. Contrary to Schoolfield, Wilson expressed the view that "there is. . . very little difference between the two job descriptions [i.e., PS-6 and PS-7]" (Tr. 66). He stated that the major differences between the two are made clear by comparing paragraph (F) of the PS-7 description with

paragraph (A) of the PS-6 description (both of which are quoted above). He also emphasized that paragraph (A) of the PS-7 description refers to troubleshooting, while nothing is said about troubleshooting in the PS-6 description, and that the PS-6 description contains nothing equivalent to paragraph (J) in the PS-7 description, which refers to "overseeing the work of lower level maintenance personnel," and making "in-process and final operational checks" and testing "work completed by lower level maintenance personnel."

Reviewing the maintenance checklist for the BMC Convey. 6 (UX-1), item by item, Wilson stated: "I don't think there is anything here that would specifically be excluded from the Level 6 job description" (Tr. 68).

## II

The Union contends that the Postal Service has violated the provisions of Article 19 (Handbooks and Manuals), Article 25 (Higher Level Assignments), and Article 38 (Maintenance Craft) of the 1981-1984 National Agreement in failing to comply with its own handbooks by using a combined preventive maintenance checklist in the Greensboro BMC, instead of establishing separate checklists for each type of preventive maintenance. This, in turn, according to the Union, has led to the assignment of PS-6s to perform PS-7 work at no extra compensation.

The Union claims, further, that equipment examination

and inspection is properly the work of a PS-7. Accordingly, it asks that whenever PS-6s perform this type of work, they be given the PS-7 rate of pay.

The Postal Service asserts, first, that its handbooks and manuals - - specifically the MS-58 and the MS-63 - - are not applicable to the BMCs. Second, it argues that even if its handbooks and manuals are applicable to the BMCs, the checklists used at the Greensboro BMC are established checklists developed at a higher level and are perfectly appropriate. Finally, the Postal Service claims that because of the substantial amount of overlap in the job descriptions for Maintenance Mechanic PS-6 and PS-7, there are only a small number of areas of PS-7 work that cannot also be properly assigned to and performed by PS-6s.

### III

The evidence in this case raises more questions than it answers. That the functions described in the job descriptions of Maintenance Mechanic PS-6 and PS-7 overlap considerably was conceded by the principal witnesses on both sides. The problem thus created has been exacerbated by the use at the Greensboro BMC of a combined preventive maintenance checklist. The chief distinction between a PS-7 and a PS-6 appears to be that the former performs "preventive maintenance inspections," "involved trouble-shooting," and complex maintenance work," whereas the latter performs "preventive maintenance" (not inspections, as such) and "repair work of



journeyman level." Although the functions thus described in the two job descriptions can be theoretically distinguished, a detailed review by the chief witnesses for the Union and the Postal Service of the combined checklist used at the Greensboro BMC revealed that there is no agreement on the skill levels required to perform those functions.

Also unresolved is the question whether or to what extent the MS-58 and the MS-63 apply to the BMCs. Wilson testified that there are "two national systems in place, the NMICS System, which applies to the general mail facilities, [and] the MIS System, which applies to the bulk mail system, and that [latter] system has been in place since the [bulk mail] facilities were brought on-line." (Tr. 102) Asked whether the provision regarding checklists in the MS-58 applied to the BMCs, he replied in the negative, explaining that "the check lists that are in the manual do not reflect the equipment found at the Bulk Mail Centers" (Tr. 111).

Union Exhibits 6, 7, 8, and 9 do not help much in resolving the basic issues in this case. Union Exhibit 6 consists of a number of individual grievance settlements from 1972 to 1978, and one arbitration decision, almost all of which have no bearing on the problems here in dispute. The exception is a settlement letter dated 27 December 1973 in respect of a grievance in the Ft. Worth, Texas, post office. This letter reads in part:

A review of the facts in this grievance indicates that the grievants should be paid the higher level pay (Level 7) for any work performed on preventive maintenance inspection of mail processing equipment (Equipment Inspection or Equipment Examination) from five (5) days prior to the filing of the grievance, and any similar work since the filing of the grievance. Preventive maintenance inspections of mail processing equipment (Equipment Inspection or Equipment Examination), building and building equipment is a basic function of a Level 7 Maintenance Mechanic, Mail Processing and is not included in the Level 6 position.

Union Exhibits 7, 8, and 9 all relate to maintenance functions on the Mark II Facer-Canceler. Union Exhibit 9 is a Maintenance Bulletin, MMO-21-77, dated 28 March 1977, which states in part:

As a result of interpretations of maintenance policy by the Labor Relations Department, maintenance criteria for Mark II Facer-Cancelers has been revised. This . . . Bulletin contains separate inspection and routine preventive maintenance criteria for Mark II's based on those interpretations. . . .

Whether and to what extent the duties of level 6 and 7 mechanics on Facer-Cancelers in other postal installations have a bearing on those of level 6 and 7 mechanics at BMCs is not revealed by the evidence in this case. The settlement in Union Exhibit 6 was a local settlement without national application.

In the light of all of the evidence, I think the distinguishing line between the duties of the PS-6s and the PS-7s at the Greensboro BMC is so vague and insubstantial that the grievances cannot be sustained. At the same time, the situation seems to cry out for a joint effort by the parties

to revise the job descriptions for these classifications and either to adopt criteria for distinguishing between "preventive maintenance" and "preventive maintenance inspections" or to abandon the use of those terms. The parties should also consider substituting new language for such patently ambiguous terms as "involved trouble-shooting" and "complex" (as opposed to "journeyman-level") maintenance repair work. If and when such changes are made, the development of separate maintenance checklists for different maintenance activities can proceed. To try to do so before those changes, or something like them, are made, however, would seem to be an exercise in futility.



Benjamin Aaron  
Arbitrator