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National Arbitration Panel

In the Matter of Arbitration )  
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 between )  
 )  
 ) Case Nos.  
 United States Postal Service ) Q98C-4Q-C 00183263  
 ) Q98C-4Q-C 01002200  
 )  
 and )  
 )  
 )  
 American Postal Workers Union )

Before: Shyam Das

Appearances:

For the Postal Service: Patrick M. Devine, Esquire

For the APWU: Arthur M. Luby, Esquire

Place of Hearing: Washington, D.C.

Dates of Hearing: July 18, 2003  
November 20-21, 2003  
February 24-25, 2004  
July 27, 2004

Date of Award: September 14, 2005

Relevant Contract Provision: Article 19

Contract Year: 1998-2000; 2000-2003

Type of Grievance: Contract Interpretation

### Award Summary

The grievances are sustained in part and denied in part, and certain matters are remanded to the parties, as specifically set forth in the above Findings. The parties should meet to determine how best to proceed to implement and comply with the determinations made in the Findings. I retain jurisdiction to rule on any outstanding matters that the parties are unable to resolve in accordance with this Award.



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Shyam Das, Arbitrator

BACKGROUND

Q98C-4Q-C 00183263

Q98C-4Q-C 01002200

These two grievances were filed pursuant to Article 19 of the National Agreement, and involve three Maintenance Management Orders (MMOs) which set forth PM (Preventive Maintenance) Guidelines for certain automated mail processing equipment. These MMOs were issued in their final form in 2000 and 2001. MMO-013-01 is for the Delivery Bar Code Sorter (DBCS). MMO-035-01 is for the Multi-Position Flats Sorting Machine (MPFSM). MMO-075-00 is for the Identification Code Sort (ICS).

These MMOs state and describe PM tasks, listing the estimated time required and the minimum maintenance skill level needed to independently perform each task. The tasks are set forth in various routes -- daily, weekly, monthly and/or quarterly. The DBCS and MPFSM MMOs also incorporate the A-B-C maintenance program which utilizes seventy guidelines based on machine runtime to determine the appropriate level of maintenance. For example, in the DBCS MMO, the Daily "C" Route sets forth the tasks to be performed on a daily basis on DBCS machines in the highest category of runtime.

The Union disputes the minimum skill levels and/or estimated times for a number of the tasks in each MMO. At arbitration, the parties reviewed the disputed tasks only in certain sections or routes of the MMOs with the understanding that the Union also was disputing the same or very similar tasks wherever they occur in the MMOs. The Union also contends that it was, and is, entitled to review the engineering reports the Postal Service relied on in establishing the A-B-C severity

guidelines so that the Union can evaluate the guidelines for purposes of exercising its rights under Article 19.

Almost all of the disputes over skill level involve tasks where the MMOs identify Level 5 as the minimum skill level and the Union maintains it should be Level 7. In a very small number of instances, the Union contends the minimum skill level should be increased from Level 7 to Level 9.

The Union asserts that various "checking" activities and internal cleaning tasks are not properly assigned to Level 5 maintenance employees, primarily because they are not semiskilled tasks, but rather require that judgments be made about the operability and serviceability of the equipment and its components and/or that the employee understand the machine and its capabilities. The Union insists that logoff and shutdown of the DBCS machine also requires Level 7 skills. As set forth in its brief, the Union argues:

...To be clear, the issue is not, as the USPS would have it, whether Level 5 mechanics or even custodians can, with appropriate training, handle these duties, much less whether they have the cognitive abilities to understand and apply such training. The question is not the skill level or talents of certain Level 5 employees, but rather the skills necessary to perform the specific assignments in the MMOs and whether such skills are contemplated by the Level 5 position description and the parties' long term understandings as to the division of labor

between semi-skilled, journeyman, and high skill electronics maintenance.

In this respect, while terms like "skilled" and "semi-skilled" are inevitably subjective, the parties have developed a consistent application of these concepts over the years. The term "semi-skilled" as applied to automated mail processing equipment primarily means "cleaning and lubrication" and similar activities or, as described by witness Lingberg and in the grievance papers, "blow and go." All of the relatively few tasks in dispute here are clearly outside the above understanding of "semi-skilled" and are not properly assignable to Level 5 personnel. Therefore, those provisions of the MMOs in dispute providing for such assignments are not consistent with the Agreement or fair, reasonable, or equitable as required by Article 19.

Among other documents, the Union points to an April 22, 1982 Postal Service directive regarding "Assignment of Mechanics to Perform Preventive Maintenance", which states:

We have received a number of questions regarding the use of particular labor grades to perform maintenance in the BMCs. The nature and content of the task matched against the Position Description is the primary determining factor as to which skill level should be assigned to a given task. The use of a particular verb in a work request or maintenance check list (observe, review, check, note, inspect, listen, examine, feel, test, etc.) is not, by itself, indicative of the skill level required for a task.

The MPE PS-7 Position Description includes "performs preventive maintenance inspections for the purpose of discovering incipient (initial stage) mechanical malfunctions and for the purpose of reviewing the standard of maintenance ... Recommends changes in preventive maintenance procedures and practices ... assists in the revision of preventive maintenance checklists and the frequency of performing preventive maintenance routes." Normally, the term trouble shooting would be appropriate for use with this level employee.

Review of Preventive Maintenance checklists or physical routes, with verification of the adequacy of the PM or recommendation of changes is within the scope of the PS-7 MPE. Also, if review of elements of a machine or system where the equipment is so complex or interrelated that incipient failures and relationship of wear and possible failure require special care and analysis, the PM will be assigned to the PS-7 MPE.

The MPE PS-6 Position Description includes "performs preventive maintenance of a journeyman level on mechanical, electrical, electronic pneumatic or hydraulic controls and operating mechanisms of mail processing equipment, ... performs a variety of established preventive maintenance routines using preventive maintenance checklists developed for the equipment... Reports needed repairs or conditions indicating the possible need for repairs."

Performance of established preventive maintenance on a variety of equipment using checklists developed for the equipment and requiring journeyman level skills is within the scope of the level PS-6, MPE position.

The General Mechanic, PS-5 Position Description includes "Performs semi-skilled preventive maintenance and repair assignments associated with a variety of crafts..." and "Under the direction and control of skilled personnel, participates in the skilled preventive maintenance, ... on building, building systems and equipment, and mail processing equipment."

Repetitive, well documented tasks such as routine cleaning and lubrication is well within the position description of the PS-5, General Mechanic.

Position descriptions are not intended to list all tasks which may be performed by employees in that particular position. The position description should be utilized in determining the basic skill level required when establishing task assignments. In addition, consideration should be given to prior training and experience in making work assignments. Certain tasks may require specific training in addition to the appropriate skill level.

(Emphasis in original)

The Postal Service points out that "semiskilled" is not defined in any Postal Service document or arbitration decision. One of its expert witnesses testified:

From our viewpoint, it was having the ability to do routine, day-to-day preventive maintenance, repair work.

For example, like an automobile mechanic that could check all the fluids, change wiper blades, check belts, repair the brakes, check brakes, and replace the

brakes, could replace the carburetor but wouldn't be able to rebuild a carburetor.

They could do the routine day-to-day work that was out there.

In 1993, the parties entered into a Consolidation Agreement. Included in this agreement were new Standard Position Descriptions (SPDs) for Maintenance Mechanic, Level 5 and Electronic Technician, Level 9. Former Electronic Technicians, Level 8 were upgraded to Level 9 and former Maintenance Mechanics, Mail Processing Equipment, Level 6 were upgraded to Maintenance Mechanic, Mail Processing Equipment (MPE), Level 7. The duties of a number of previously separate Level 5 positions were encompassed in the new Level 5 Mechanic SPD.

The SPDs for the Level 5 Mechanic, Level 7 MPE and Level 9 Electronic Technician, as in effect since the 1993 Consolidation Agreement, describe the Functional Purpose of those positions as follows:

Level 5 Mechanic

Independently performs 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.



Level 7 MPE

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.

Level 9 Electronic Technician

Independently performs the 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 Postal Service stresses that there were significant revisions made to the Level 5 SPD as part of the Consolidation Agreement, including addition of the language underlined below in paragraph 4:<sup>1</sup>

Under the direction of skilled maintenance employees, or clearly written instructions from either hard copy or electronic format, performs specific tasks related to disassembling equipment, replacing parts, relocating and reassembling equipment; assists higher level workers in locating and repairing equipment malfunctions.

(Emphasis added)

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<sup>1</sup> A Postal Service witness acknowledged, however, that this paragraph does not refer to PM tasks.

Moreover, the Postal Service points out, the Consolidation Agreement reflected a change in focus from the piece of equipment to be worked on, which historically had been assigned to one grade, to particular tasks that could be performed on any equipment. This permitted the use of minimum skill levels in MMOs for the first time.

The Union insists that one thing it did not do as part of the Consolidation Agreement was agree that Level 5s, who received no increase in level, could perform higher skilled work than before. The Postal Service disagrees, maintaining that the new Level 5 SPD, which the Union agreed to, has that effect.

In 1994, after the parties had entered into an agreement that Level 5 Senior Mail Processors (SMPs) in the clerk craft could service DBCS machines in certain (defined) "nonmaintenance capable" sites, the Postal Service issued MMO-048-94, which established PM Guidelines for the DBCS machine. This was one of the first MMOs to include minimum skill levels. MMO-048-94 was submitted to and discussed with the Union under Article 19. The Union did not raise any issues with respect to the minimum skill levels, and did not file an Article 19 grievance objecting to any part of that MMO.

Thereafter, however, numerous grievances were filed across the country, protesting that Level 5s could not be assigned to work on automated mail processing equipment and/or that specific tasks on such equipment were assigned to the wrong level of maintenance employee (too low or too high). In 1998,

the parties entered into several grievance settlements, including the so-called "South Carolina" agreement, which stated in part:

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.

A Postal Service witness who negotiated this agreement testified that he and his Union counterpart discussed that a Level 5 Mechanic performing preventive or corrective maintenance could turn on the computer on the equipment, and, if it indicated -- without the Level 5 having to perform any diagnosis -- a mechanical part (e.g., a gate) was broken, the Level 5 could replace the part on his or her own. They also discussed, he said, that if a Level 5 saw a belt (or other mechanical part) that was ready to break, the Level 5 similarly could replace it.

The 1998 settlements did not bring an end to disputes regarding maintenance assignments. In or about 2000, the Postal Service forwarded draft versions of the three MMOs at issue in this case to the Union. These grievances subsequently were filed under Article 19. The 2000 contract negotiations

concluded in an Interest Arbitration Award by a panel chaired by Arbitrator Stephen Goldberg. Part of that Award was in the form of an MOU, stating:

The Employer shall bring a group of Bargaining Unit employees and Non-Bargaining Unit employees at its National Training Center in Norman, Oklahoma for a period of one (1) week for the initial meeting. This initial meeting shall take place within sixty (60) days of the effective date of the Collective Bargaining Agreement.

The Union shall be responsible for selecting a total of twelve (12) Bargaining Unit employees, four (4) Maintenance Mechanics, four (4) MPE Mechanics, and four (4) Electronic Technicians.

The Employer shall be responsible for selecting its twelve (12) Maintenance Managers to participate in this endeavor.

The purpose of this meeting "will be to identify, discuss and propose solution(s) to the recognized problems with the assignment of work among the above referenced Occupational Groups. The Group's findings shall be provided to their respective National Representatives.

No later than three (3) months following the completion of the Group's initial meeting, the Employer shall convene the Group again at its National Training Center in Norman, Oklahoma for a one (1) week period so that it will continue its examination of the work assignments within the Maintenance Craft. The Group's findings shall be provided to their respective National Representatives.

\* \* \*

It is the expressed intent and expectation of the parties that this effort will eliminate outstanding issues, resolve pending grievances and appeals to arbitration under Article 19, and prevent further disputes from arising.

Meetings pursuant to this MOU occurred in spring 2002, and included discussion of the new MMOs. The talks were not successful, and these Article 19 grievances were advanced to arbitration. The voluminous record in this case includes a 1000-page transcript, numerous exhibits and extensive (and helpful) post-hearing briefs. The specific issues raised in this case, as developed at the hearing and in the briefs, are addressed in the Findings, in which I have attempted to address the significant arguments raised by each party with respect to those issues.

#### FINDINGS

Article 19 of the National Agreement, under which these grievances were submitted to arbitration, states, in part:

#### ARTICLE 19 HANDBOOKS AND MANUALS

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect

except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable....

MINIMUM SKILL LEVEL

DBCS (MMO-013-01)

Most of the tasks in MMO-013-01 where the Union claims the minimum skill level is too low are tasks that previously were included in MMO-048-94, issued in December 1994. While the Union points out that MMO-013-01 is a new MMO and covers not just DBCS Model 994, but also Models 995, 996 and 998, it has not shown that these tasks on any of the machines differ significantly from those previously included in MMO-048-94.

The Union did not take issue with any of the minimum skill levels in MMO-048-094 when it was issued in 1994. The Union asserts this was because of the earlier February 2, 1994 settlement agreement under which the Union agreed -- on a noncitable, nonprecedential and nonprejudicial basis -- that Level 5 Senior Mail Processors in the clerk craft could be assigned to service DBCS machines in "non-maintenance capable" sites. But, servicing of DBCS machines in maintenance capable sites remained a maintenance craft function and, as the Union ultimately acknowledged in the 1998 "South Carolina" agreement, the revised Level 5 Mechanic SPD agreed to in the 1993 Consolidation Agreement permitted Level 5s to work on automated mail processing equipment. As the Postal Service stresses, the introduction to MMO-048-94 clearly states: "The minimum

maintenance skill level to perform each task on the various checklists is included in the Minimum Skill Level column."

(Emphasis added.) In these circumstances, the Union must or should have understood that the references to Level 5 in that 1994 MMO -- one of the first MMOs issued after the Consolidation Agreement, which for the first time included minimum skill levels -- encompassed Level 5 Mechanics.<sup>2</sup>

Accordingly, the Union reasonably must be considered to have waived any claim that the minimum skill levels in MMO-048-94, as they applied to the maintenance craft, were not "fair, reasonable, and equitable". Nothing that has happened since that time precludes the Postal Service from effectively asserting that waiver in this case. This includes the filing of numerous local grievances since 1994 which claim that Level 5 Mechanics either could not work on automated equipment -- a claim that was abandoned in the 1998 South Carolina agreement -- or that specific tasks were being assigned to the wrong level, as well as the provision in the 2000 (Goldberg) Interest Arbitration Award, under which the parties were to meet in an effort to resolve outstanding maintenance work assignment disputes. Those meetings unfortunately were unsuccessful, but that left both parties free to assert their contractual positions in this arbitration, including the Postal Service's

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<sup>2</sup> The SMP agreement applied to all issues relating to "the SMP, PS-5, position". There is no reference therein to the division of work between different levels in the maintenance craft, and the Postal Service has not attempted to cite the SMP agreement in support of its position in this case.

position that the bulk of the contested items in DBCS MMO-013-01 are not changes for the purposes of Article 19 and previously were effectively accepted by the Union.

To the extent the current MMO-013-01 includes a few new tasks relating to the DBCS, the minimum skill level attached to those tasks should be considered in light of the established levels carried over from the prior MMO-048-94 for essentially similar tasks.<sup>3</sup>

All of the DBCS tasks in MMO-013-01 included in the Union brief's "Glossary of Tasks at Issue" were carried over from the MMO-048-94. These tasks are included in the Daily "A", "B" and "C" Routes. The Union did not specifically identify in its Glossary other daily, weekly or monthly tasks that are essentially similar tasks, with the understanding that they also are disputed by the Union.

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<sup>3</sup> But, taking into account Union testimony regarding the connection between the Union's acquiescence in the minimum skill levels in MMO-048-94 and the 1994 SMP agreement, and recognizing that the Union might have taken a different position on some DBCS tasks in that MMO if it had not already agreed they could be performed by Level 5 clerks, the tasks at issue in the two other MMOs relating to the MPFSM and ICS will be considered on their own merits without reference to the minimum skill levels applicable to the DBCS. As the Union points out, the skill level issue does not relate to individual capability or trainability, but to whether the task falls within the scope of the Level 5 position as defined in the SPD. The Union's acquiescence to the designated minimum skill levels in MMO-048-094 applies only to the DBCS.



The Postal Service's brief identifies three DBCS items in MMO-013-01 which were not previously included in MMO-048-94, as to which one or more Union witnesses indicated a problem with the minimum skill level. Two of these items involve checking activities in the Weekly "C" Route -- #4 (check transport belt drive) and #11 (check feeder alignment) -- for which Level 5 is the designated minimum skill level. These weekly tasks are similar to other daily tasks included in the Union's Glossary which were carried over from MMO-048-94. Because of that similarity, I find that the record does not establish that the designated skill levels for these DBCS tasks are not "fair, reasonable, and equitable".

The third item addressed in the Postal Service's brief is in the Monthly "C" Route -- #16 Perform Certified Mail Detector (CMD) alignment -- for which Level 7 is the designated minimum skill level. This item is not addressed in the Union brief, but, according to a Union witness, involves calibration which the Union believes is covered by the Level 9 SPD, not the Level 7 SPD. No further explanation of the work was provided. The one other DBCS task that the Union claimed required Level 9, not Level 7, skills was Daily Route #23 Check WABCR F-Stop Focus Adjustment. That task also involves calibration, which the Union argued is not included in the scope of the Level 7 SPD. This latter task was carried over from MMO-048-94, and the Union did not challenge the Level 7 minimum skill level designation in

that MMO.<sup>4</sup> On that basis, and because it is not clear to me that this task entails the sort of "complex" calibration function referred to in paragraph 1 of the Level 9 SPD, I find that the record does not establish that the designated minimum skill level for this task is not "fair, reasonable, and equitable".

MPFSM (MMO-035-01)

In its Glossary, the Union has identified eight tasks in MMO-035-01 where it believes the skill level is too low. In each instance, the MMO designates Level 5 as the minimum skill level, and in each instance the Union's position is that the task involves "checking" activities that are not semiskilled preventive maintenance included in the Level 5 SPD.<sup>5</sup> The Postal Service's brief identifies five additional tasks that Union witnesses asserted entail Level 7 skills. These five tasks are also addressed below because the Union may only have excluded them from its Glossary because it considered them to be similar to other tasks included therein.

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<sup>4</sup> Because the designated minimum skill level for that task was Level 7, the Union's acquiescence would not seem to have had anything to do with the SMP agreement.

<sup>5</sup> Although the Union brief appears to identify one of these tasks -- Monthly "C" Route #10 Clean Contacts on Relay R51 -- as a cleaning task, its witnesses claimed this was Level 7 work because it required a judgment call as to whether the contacts need to be burnished or replaced. For that reason, I view this item as involving checking activities.

The Administrative Support Manual includes the following definition of preventive maintenance:

531.311.a Preventive maintenance is the scheduled systematic inspection, examination, cleaning, lubricating, adjusting, and servicing of equipment to maintain it in top operating condition.

Clearly, not all preventive maintenance is within the scope of the Level 5 Mechanic's SPD.

Daily "C" Route #4 Check and Clean Belts, etc., in the MPFSM MMO includes the following instructions:

1. Check belts, pulleys, fingers, sensors, mail guides, and shields for damage, wear, or problems.

\* \* \*

6. Check for bent or misaligned forks at pulley exit.

Even if Level 5s can be trained to perform this task, it clearly is an inspection task that calls for an exercise of judgment as to whether the equipment or component is sufficiently damaged, worn, bent and/or misaligned as to require corrective action. This task is not limited to the equivalent of changing a belt that the Mechanic can see is ready to break. As the 1996 MS-63 Handbook states in regard to "Required Skill Levels": "Inspection Checklist activities must be performed by employees with the capability to identify potential malfunctions at the

earliest stages." While the Postal Service stresses that this PM task does not require a Level 5 to repair or replace parts, the latter work actually may require a lower skill level than the inspection, particularly if performed under the direction of higher level employees.

The Postal Service claims this type of preventive maintenance work is covered by the Level 5 SPD, in particular paragraphs 2 and 5, which state:

2. Performs preventive maintenance and routine repairs on simple control circuitry, bearings, chains, sprockets, motors, belts and belting, and other moving parts or wearing surfaces of equipment.

\* \* \*

5. Maintains an awareness of equipment operation, especially excessive heat, vibration, and noise, reporting malfunctions, hazards or wear to supervisor.

Paragraph 2, notably, does not state that a Level 5 performs such tasks "independently" -- the standard for setting the minimum skill level in the MMO -- which distinguishes paragraph 2 from paragraph 1 of the SPD which states:

1. Independently performs preventive maintenance and minor repairs on plumbing, heating, refrigeration, air-conditioning, low-voltage electrical

systems, and other building systems and equipment.

More importantly, paragraphs 2 (and 5) must be read in the context of the SPD's Functional Purpose which is:

Independently performs 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.

(Emphasis added)

The Postal Service also reads too much into paragraph 5, which notably also is included in the lower Level 4 Mechanic SPD. All employees, particularly maintenance employees, should be alert to obvious signs that a piece of equipment does not appear to be operating properly and should report any such signs to a supervisor, but that is not the same as performing a systematic inspection that requires the exercise of judgment called for in this item of MMO-035-01. Such an inspection goes beyond the scope of "semiskilled" preventive maintenance, which is a term carried over from the pre-Consolidation Agreement Level 5 Mechanic SPD.<sup>6</sup> This inspection work is not equivalent to

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<sup>6</sup> There is no claim that in the negotiation of the 1993 Consolidation Agreement, the parties ever discussed increasing the difficulty or skill level of work to be performed by a Level 5 Mechanic under the revised SPD, which broadened the range or scope of duties that position could perform. (A Union witness testified that he made it clear at the outset of the negotiations that the Union was opposed to that.) The Postal Service claims that even without such discussion and without a

the hypothetical posed by the Postal Service's counsel at arbitration when he asked whether "if I throw a brick through the glass window [of a door] could you tell if it's broken?" Paragraph 5 clearly would apply to that hypothetical.

There are three other tasks in MMO-035-01 which for similar reasons I conclude are not properly within the scope of a Level 5:

- Weekly "C" Route #6 Check Pusher Fingers - Check all pusher fingers and rubber bumpers for freedom of movement and proper operation.
- Weekly "C" Route #9 Service Induction Drive Belt - Clean, check and adjust if necessary, the induction drive belt.
- Weekly "C" Route #11 Check Gates and Gate Activating Pistons - Run sequence test to check gates and gate activating pistons for damage, freedom of movement, leaks, and proper operation.<sup>7</sup>

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change in level, that is what the revised SPD does. At least as to this type of inspection work, I do not agree that the current Level 5 SPD applies.

<sup>7</sup> The evidence as to what this task actually involves was less than crystal clear. As described in the MMO, it appears to involve more than merely running a sequence test by commanding a menu-driven item on the computer. The Mechanic has to determine not only whether the equipment is properly operating, but also has to check for damage and freedom of movement. That goes beyond turning on the computer and, if it says a gate is broken, unplugging and changing the gate, which a Postal Service witness testified the parties agreed in negotiating the "South Carolina" agreement could be done by a Level 5.

The record establishes that the designation of Level 5 as the minimum skill level for these tasks, as well as for Daily "C" Route #4 Check and Clean Belts, etc., is not "fair, reasonable, and equitable". This finding also applies to similar tasks included in other Routes in this MPFSM MMO, which were not specifically addressed by the parties in the interest of efficiency.

The nine other identified tasks in MMO-035-01 where the minimum skill level has been challenged differ in that they do not, in my opinion, involve a similar judgment call to be made by the maintenance employee so as to exceed the limits of semiskilled preventive maintenance. Five involve activating switches to check they perform the safety or other operation they are designed to do and/or making measurements using a gauging tool, which is included in paragraph 6 of the Level 5 SPD. One involves checking if wiring is frayed, and, if so, reporting it to supervision. Another involves listening for and reporting any noises that are out of the ordinary. One involves checking contacts for corrosion, which can be burnished, or pitting, which requires replacement. One involves checking O-rings to see if they are worn down "metal to metal". Employees can be trained to do these semiskilled tasks without having to exercise the sort of judgment as to operability and serviceability of the equipment and its components or knowledge of the machine and its capabilities that exceed Level 5. These nine tasks are as follows:

- Daily "C" Route #7 Activate and Check Safety Devices
- Weekly "C" Route #12 Check Stacking Table Limit Switch
- Monthly "C" Route #6 Check Jam Detection Micro-Switches
- Monthly "C" Route #7 Check Wires on Light Emitters, Sensors and Proximity Sensors
- Monthly "C" Route #10 Clean Contacts on Relay RS1
- Monthly "C" Route #13 Check Encoder O-Rings - Check FMBCR encoder O-rings for wear. Replace if necessary.
- Monthly "C" Route #16 Verify Module Interlock Switch Operation
- Monthly "C" Route #17 Verify Transport Emergency StopSwitch Operation
- Quarterly "C" Route #6 Start MPFSM and Monitor Operation

I find that the record does not establish that the designated skill levels for these nine MPFSM tasks are not "fair, reasonable, and equitable".

ICS (MMO-075-00)

The Union identified two tasks in MMO-075-00 that involve internal cleaning functions which it believes cannot properly be assigned to Level 5s.<sup>8</sup> (The Union also made the same

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<sup>8</sup> The Union Brief also refers to Quarterly Route #4, but the designated minimum skill level for that task is Level 7. While one Union witness testified he was "torn" as to whether this task should be Level 9 because it involved getting into the



claim with respect to several tasks in DBCS MMO-013-01, which were carried over from MMO-048-94.) As stated in its brief:

The Union's issue with these tasks is relatively simple. Level 5s have been traditionally understood to be able to perform cleaning by blowing out dust - hence the term "blow and go" which was testified to and even appears in the grievance papers.... The tasks identified here do not involve something as simple as blowing out dust. Rather, they involve use of a small vacuum or swabs and cleaning fluid to clean dust out of small areas of the machine which can be easily knocked out of alignment or damaged...

Cleaning in and of itself is a function that can be performed at minimum skill levels, i.e., Level 5. However, it is a significantly more difficult responsibility when the mechanic is dealing with internal systems which can be misaligned or rendered inoperable without the mechanic even knowing it - particularly if he is not familiar with the components and their limits.

The two ICS cleaning tasks at issue in MMO-075-00 are as follows:

- Daily Route #3 Clean the Identification Code Sorting System (ICS)-3 Scan Head
- Daily Route #5 Clean interior of ICS-3 Electronic enclosure and Electronic Enclosure Filters (mesh and paper)

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interior of computer systems, the record does not establish that this task is not properly assignable to Level 7s.

The Postal Service asserts that these cleaning tasks are covered by the Level 5 SPD's reference to performance of preventive maintenance, and that if an employee is properly trained, the employee should be able to perform the cleaning task without damaging the equipment.

Vacuuming may have replaced blowing, and training (although not necessarily at the USPS technical center in Norman, OK) and the use of considerable care may be required, but on the present record, I am not persuaded that a maintenance employee needs to understand the machine and its capabilities to perform these routine cleaning tasks or that they exceed the semiskilled scope of the Level 5 SPD. Accordingly, I find that the record does not establish that the designated minimum skill levels for these ICS cleaning tasks are not "fair, reasonable, and equitable".

The Union also claimed that the minimum skill level for Daily Route #2 Power Down and Lockout Power is too low. MMO-075-00 states that this task can be performed by "All" skill levels. The instruction for this task reads: "Power down the machine and lockout its electrical power as prescribed by the current local lockout instructions providing lockout/restore procedures." A Union witness stated the minimum skill level should be Level 9 because it required entry of computer commands and classroom training. This task is allotted zero time to perform. The reason for this, according to a Postal Service witness, is that the ICS machine is an add-on to the DBCS and this daily route is performed in conjunction with the daily DBCS

route. In that context, he stated, the machine already has been powered down and the power locked out as part of the DBCS route. Therefore, there is nothing additional to be performed, which explains both the zero time and "All" skill level. On that basis, I find that the record does not establish that the designated minimum skill level for this "task" is not "fair, reasonable, and equitable".

#### ESTIMATED TIMES

Union witnesses took issue with the estimated times for a good number of the tasks in the three MMOs at issue, claiming they were insufficient.

Most of the estimated times for the DBCS tasks and all of the estimated times for the MPFSM tasks that are in issue evidently were carried over without change from prior MMOs.<sup>9</sup> A Postal Service witness also testified that management revalidated the estimated times at three pilot sites where draft versions of the MMOs at issue were tested prior to their

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<sup>9</sup> When DBCS MMO-048-94 was submitted to the Union for review prior to its issuance in 1994, the Union took issue with only one estimated time. The Postal Service responded that it considered that estimate to be correct, and the Union did not challenge it under Article 19. The Union's acquiescence in the time estimates in MMO-048-94 would not seem to have had anything to do with the SMP Agreement. MMO-41-93 previously covered the MPFSM and was replaced by MMO-035-01. The 1993 MPFSM MMO preceded the 1994 Consolidation Agreement and, unlike DBCS MMO-048-94, did not include minimum skill levels. It did include estimated times.

finalization. The witness did not himself participate in those tests although sometime afterwards he did review the comprehensive notes that were made of those observations. He did not bring those notes to the arbitration, nor were they ever provided to the Union, which says it requested such documents.

A Union witness pointed out that the estimated times are significant because they are used directly to calculate the necessary maintenance staffing for a particular facility. (The Postal Service insists that is all they are used for; they are not used as time limits on which to discipline employees.) The Union witness asserted, based on charts in the MMOs, that these MMOs have reduced the number of work hours associated with preventive maintenance by hundreds of hours per machine.

As best I can determine, however, any reduction in preventive maintenance work hours is not the result of changes in estimated times to complete specific tasks, but rather changes in the frequency with which those tasks are performed under the A-B-C severity guidelines.

I agree that the Union at the national level should have had an opportunity to review the observation notes generated at the pilot sites, or at least have had the opportunity to question Company witnesses who participated in those observations. For one thing, as the Union brief asserts, that might have satisfied the Union as to the reasonableness of the estimated times.

Nonetheless, in this Article 19 proceeding it seems to me that to the extent the estimated times are identical to those for the same tasks that were contained in predecessor MMOs, which were not challenged by the Union when they were issued, the Union has the burden to establish with some specificity a convincing basis for why these previously established and accepted estimated times need to be reassessed. In this context, testimony such as that "it takes longer than that" or "it takes quite a bit of time to do" or that the estimated time "definitely is inadequate" does not suffice. Moreover, it has to be kept in mind that the estimated times are just that, estimates, and that -- depending on the particular conditions -- a task may take longer on one day than others without invalidating the estimated time for the task. Also, the estimated times cover only the preventive maintenance routes, not the time it may take to correct a problem detected during the route.

I am not persuaded on the present record that the Union has established a sufficient basis to make out a *prima facie* case that the bulk of the disputed estimated times in DBCS MMO-013-01 and MPFSM MMO-035-11 which remain unchanged from the prior MMOs are not "fair, reasonable, and equitable". The limited exceptions, which I believe need to be examined further, are: (i) the estimated times for those cleaning tasks that were performed by blowing compressed air at the time the prior time estimates were established, but now are performed by vacuuming the equipment, which Union witnesses testified takes longer to perform; and (ii) the following DBCS tasks (and similar tasks on

other routes) in MMO-013-01: Daily "C" Routes #3, #15 and #18, and Weekly "C" Route #5, as to which Union testimony raised significant doubt as to whether the existing estimates are accurate. The Postal Service contends that the time estimates for all of these tasks not only were unchanged from the prior MMOs, but also were revalidated empirically. But, as discussed in the next paragraph, the evidence relating to that empirical validation is less than satisfactory.

The Postal Service argues that the estimated times for the ICS tasks at issue, like the estimated times for those DBCS tasks that were not carried over from the prior DBCS MMO, are "fair, reasonable, and equitable" because they were determined empirically.<sup>10</sup> The problem with the Postal Service's assertion is that, not only was the Union not provided the opportunity to review the relevant data on which the Postal Service relies, but there is insufficient evidence in this record to verify or even gauge the accuracy of the Postal Service's claim. In these circumstances, the Union's proposal that the parties be directed to jointly validate estimated times or, failing that, develop their own respective sets of observations to be exchanged, seems fair and reasonable. The parties are so directed with respect to the estimated times for the disputed ICS tasks in MMO-075-00 and those disputed DBCS tasks in MMO-013-01 that were not carried over from MMO-048-94, as well as those identified in the

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<sup>10</sup> At one point in its brief, the Postal Service states that the estimated times for the ICS tasks at issue were unchanged from the "prior MMO", but no such prior MMO is referenced in this record.

preceding paragraph as requiring further examination. If that process does not lead to agreement, the parties can present their competing observations and reports in arbitration through appropriate witnesses.

#### A-B-C SEVERITY GUIDELINES

The Postal Service asserts that A-B-C scheduling is not a change, but simply a renamed reiteration of the run-time based program formerly known as Light-Medium-Severe (L-M-S) that has been in existence and accepted by the Union for years. But, while it may not be a new concept, the particular A-B-C severity guidelines incorporated into the DBCS MMO-013-01 and the MPFSM MMO-035-01 were newly developed. As a Postal Service witness testified with respect to the DBCS MMO:

[W]hat we did was assemble a team of subject matter experts at our technical center in Norman, and they took the existing 48-94, the old checklist, and basically broke it out based on historical data. You know, machine performance, and we simply came up with a set of checklists that we felt were more appropriate to servicing a machine based on how many hours it ran.

We then took those draft test checklists and went to three different pilot sites.

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Before we even started testing those routes, when we first went into those sites, we brought the bargaining unit employees in that were going to be performing this work.

We brought the local union representative in, in each one of those sites to explain the whole concept and to get them all actively involved in fixing these checklists so that we would end up with a working document that was sufficient to serve the need.

We tested those checklists for three months, the initial ones. We got a lot of feedback from the employees. They said, we don't want to do this on a weekly. We need to do part of this on the daily. We don't want to do this here. We need to do this. They provided a lot of feedback.

We made adjustments to those routes based on that feedback, developed another set of checklists, and we tested those routes for another three months. After that three-month test, this is the result of those three test sites, the documents that you're looking at today.

The Union does not necessarily dispute the A-B-C guidelines, but maintains it requested and is entitled to review the engineering reports justifying these new guidelines as part of the Article 19 process. A Union witness testified that in the grievance discussions preceding this arbitration the Union requested justification for the time standards in the MMOs, specifically including the development and validation of the A-B-C severity guidelines. The Union further points out that Article 19 of the 2000-2003 National Agreement requires the Postal Service to provide the Union with "any documentation concerning the proposed change from the manager(s) who requested the change addressing its purpose and effect".



The Postal Service argues that the Union has failed to demonstrate that the A-B-C scheduling in the new DCBS and MPFSM MMOs is not "fair, reasonable, and equitable", but the Union has shown that it requested and has not received the engineering reports justifying these newly developed maintenance frequencies. The Postal Service has not established a valid basis for why such documentation should not be provided to the Union so that it can adequately evaluate the A-B-C severity guidelines that have been included in those MMOs. Accordingly, the Postal Service is directed to provide such documentation to the Union.

AWARD

The grievances are sustained in part and denied in part, and certain matters are remanded to the parties, as specifically set forth in the above Findings. The parties should meet to determine how best to proceed to implement and comply with the determinations made in the Findings. I retain jurisdiction to rule on any outstanding matters that the parties are unable to resolve in accordance with this Award.

  
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Shyam Das, Arbitrator