



## American Postal Workers Union, AFL-CIO

1300 I. Street, NW, Washington, DC 20005

July, 14, 2014

Updated: July 9, 2018

Lamont Brooks

Assistant Director "A"  
Clerk Division  
202-842-4220  
202-842-8517

### MDAT MISSION STATEMENT

To: Arbitrator/USPS/APWU

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The maximization/desirable duty assignment tool was developed as a result of the 2010-2015 Collective Bargaining Agreement (CBA).

Article 37.3.A.1 states, "Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid."

In the past, the union would request official union time amounting to weeks of steward duty time to graph and chart the hours worked by the employees.

Also, in the past, the union would debate with management over who was working the different hours and challenging the scheduling and who should/could have been scheduled.

The USPS would counter that they had a right to manage or mismanage the scheduling and staffing under Article 3 and the parties would go to arbitration expecting the arbitrator to decide which side prevailed.

**Article 3 states, "The Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations." The Employer, under Article 3 are now subject to the 2010 and the 2015 CBA Article 37.3.A.1 language.**

This would happen in maximization disputes, improper abolishments, improper reversions on the merits, improper excessing, denied retreat rights, posting of newly created duty assignments, posting of duty assignments for unencumbered clerks under Article 37.4, reposting, etc.

In 2011, as a result of the 2010 Collective Bargaining Agreement, the APWU considered investing in a software program to show management could have posted desirable duty assignments, but ultimately, we were confronted with the same problems with the USPS. These schedulers were based on opinions and ideas with neither side able to prove their case. **The APWU's initial program was called the APWU Scheduler and was based on challenging the data used in the Postal Service's tools/models. The Postal Service's models/tools used "earned hours"**

**instead of actual “all available work hours” as negotiated in the 2010-2015 USPS/APWU Collective Bargaining Agreement (CBA). This program was used until approximately May 2013.**

In 2012, I approached the APWU with a theory on developing a software program strictly using the USPS data. Ultimately, I knew it would be impossible for the USPS to argue against their own **work hour** data. While it would not address all the possible duty assignments, it would clearly show the very basic and undisputed duty assignments. The APWU decided that since the USPS does the scheduling and determines who works what hours, we decided to invest in a program based strictly on actual work hours being worked by the employees by using the USPS' own documents.

The software was set up in a manner in which the data from the USPS' reports could not be altered to protect the authenticity of the software program and the Postal Service's documentation.

Knowing that this would be an expensive investment, I secured from the USPS, prior to program development, the response that the USPS would provide the CSV formatted clock rings when requested by the union. The USPS saves tremendous steward duty time as a result of this program. The Postal Service, **(USPS HQ Labor Relations)** was given a **Power Point** presentation on MDAT prior to distribution to the field **(March 2013)** to ensure MDAT was consistent with the Collective Bargaining Agreement and the USPS ETC Everything Reports, which tracks employees actual work hours. **MDAT is an acronym for Maximization/Duty Assignment Tool. The tool identifies duty assignments in accordance with the 2010-2015 CBA and the current 2015 CBA. Since the inception of MDAT in March 2013, the MDAT program and results have never been challenged as being not contractual or flawed at the USPS Headquarters level for over five years.**

**The MDAT program has ALWAYS utilized PSE work hours and any clerk bargaining unit work hours. MDAT has always searched for more desirable duty assignments and new duty assignments. The Postal Service was happy when the program proved when the Union was wrong, because many times MDAT could not identify a new or more desired duty assignment. MDAT became problematic for the Postal Service after they agreed to the Filling of Residual Vacancies MOU in March 2014, of which one of the steps of the process required the conversion of PSEs to career status. Article 37.5.D of the 2015 CBA also requires a process for the PSE conversion to career status. This is simply a case of buyer remorse. It was the 2017 USPS major shifting of work hours from full-time duty assignments using earned hours (reversions, abolishment, excessing) to noncareer PSEs and the Union's success in the grievance procedure that created the all out Postal Service assault on Article 37.3.A.1 and MDAT.**

The USPS is able to provide clock rings in three formats (PDF, HTML and CSV), with the only difference being which of the options selected.

The final reports are all generated based only on the USPS reports that have been validated by USPS management prior to the union requesting the clock rings.

The union requests the clock rings by one of three methods, consistent with USPS handbooks and manuals, as follows:

- 1) On a password encrypted flash drive
- 2) On a CD or DVD
- 3) Via e-mail to an APWU authorized e-mail address

The APWU even provides the USPS supervisor with directions on how to obtain the clock rings.

The Union requests the clock rings in two separate formats:

- 1) CSV excel
- 2) PDF

By requesting the clock rings in the traditional PDF format and the CSV format, the USPS has an opportunity to compare the clock rings in each format and to do their own review to verify the accuracy of the MDAT reports at Step Two of the grievance procedure, in accordance with Article 15. Because the Postal Service provide the CSV and PDF clock rings, they already have access to these specific documents. Step Two of the Article 15 grievance procedure requires the parties to exchange copies of all relevant records or documents in accordance with Article 31. In the event the Postal Service fail to schedule a Step Two meeting and meet in accordance with the Collective Bargaining Agreement, the national agreement requires the Union to advance the grievance to the next step of the grievance procedure. The Postal Service waives their rights to the full exchange of documents and files and to the MDAT charts, graphs and reports.

**The Postal Service is giving canned Step Two and Step Three decisions challenging MDAT with no proof to support their arguments and contentions. They are making numerous arguments, throwing them up against a wall and hoping something will stick with an Arbitrator. They are wrongly stating what MDAT does and does not do, after five years of unchallenged use. They are simply wrong. It is important to note that the USPS is arguing that Lamont Brooks should not be able to testify at an arbitration hearing because they are fully aware of what the outcome will be once MDAT is explained. MDAT identifies duty assignments consistent with the CBA. The MDAT Mission Statement explains clearly what MDAT is about and the Postal Service is free to solicit my testimony. An Article 15, Step Two union representative will not be completely versed in explaining the MDAT software, developed by programmers. That is why the MDAT Mission Statement is included in the grievance file.**

MDAT also reduces the arbitration hearing time and reduces the amount of documentation the Arbitrator would be forced to take home from the hearing. It also reduces Arbitrator study time expenses to both parties.

Any first-time rebuttal of MDAT reports and documentation at the hearing should be rejected as new argument.

In the event the USPS fails to provide the documentation, the arbitrator should make an adverse inference against the USPS, since the reports are actually the USPS' own reports.

While the union could identify exact duty assignments with exact hours, the APWU took the position they would not bound the USPS by such rigid requirements. Under the 2010 CBA, Article 37.4 language, duty assignments could be changed by one hour and in some locally negotiated installations up to two hours without reposting the duty assignment. MDAT still identifies duty assignments of 8 hours within 9, 8 hours within 10, etc. based on the parameters placed in the search profile, in accordance with Article 8, Article 37 and the NTFT MOU. The bar graph identifies what a possible duty assignment would look like when using the combined actual work hours from the selected employees.

What this implies is that if the APWU identified for example a duty assignment from 0900-1700 hours, the USPS would have the latitude to post the duty assignment from 0800-1600 hours or 1000-1800 hours under the one-hour rule. If the office was under the two-hour rule, then the USPS could post the position as early 0700-1500 hours or as late as 1100-1900 hours, not including lunch.

So, for the above reason, the APWU wanted a software program that made it very clear that these were the minimum number of possible duty assignments identified based on the USPS' scheduling and in an effort to resolve the dispute we gave the USPS the latitude to determine the specific schedules in accordance with the above rules.

The software is only looking for the most desirable duty assignments, meaning the local will still be able to still pursue additional less desirable duty assignments as well as some less than 40 hours per week duty assignments. In small offices, level-20 and below there are even greater opportunities to create duty assignments, under the Non-Traditional Full-Time Duty Assignments in Retail Operations, Level 20 and Below Offices MOU.

The software transfers the information from the files provided by the Postal Service into the MDAT software. The information has the actual hours worked in the APWU clerk bargaining unit. The software then identifies possible duties based on the contractual language. The graphs, charts and reports identify the possible duty assignments that could be posted for bid based on the actual hours worked by the employees.

We initially used Postal Support Employees (PSEs) to identify where these hours could be used to post bids for employees to bid. We can also use the PSE hours to supplement NTFT duty assignments to create a more favorable duty assignment and possibly a traditional full-time duty assignment. If necessary, we can manually add the available overtime hours from the traditional FTR, taken only from the PDF files and add those hours to NTFT duty assignments of less than forty (40) hours and/or PSE work hours to create new and/or more desirable duty assignments. We do NOT input any CSV traditional duty assignment regular hours because those hours are not available to create a more desirable duty assignment. They are already used for the existing full-time traditional duty assignment.

*Care should be taken when reviewing the duty assignments that a week containing a holiday would be an anomaly since there would be irregular work schedules based on holiday scheduling work rules and a shorter work week. Additional regular weeks have been added for review to the normal grievance timeframe to allow for this anomaly, only if needed.*

All graph, bar charts and possible duty assignment reports have clear explanations within the document to fully explain what is contained in the reports. The report is based on actual clock rings, without taking consideration other available work hours.

It is my hope that disputes will be resolved at the lowest level as a result of this software.

I provided a MDAT Power Point presentation to USPS HQ Labor Relations. The intent of the program was to reduce grievance time and clearly identify duty assignments using the Postal Service's own data. APWU provided the USPS HQ Manager APWU Contract Administration, Rickey Dean with a demonstration of the software and how it uses work hours that was verified and provided by the Postal Service to the APWU. The Postal Service at the national level was shown how the bar graphs, charts and possible duty assignment final reports was an actual summary of the Postal Service's own clock ring reports. The information is taken directly from the USPS own reports. The purpose of the software is to identify possible duty assignments based on the actual work hours worked by the employees. Both parties felt this was a great opportunity to reduce grievances because we would be relying on the Postal Service's own scheduled work hours, not subject to debate.

What is also important is the report does not reflect all the available work hours as we wanted to only look at the minimum based on clear Postal Service ETC Everything Reports.

**Under MDAT, the APWU does not utilize available work hours when an employee takes partial day leave even though these hours are available to use. In 99% of the cases, we refrain from using traditional full-time assignment overtime hours when these hours are available to use. We use these work hours to counter any Postal Service argument that the PSEs are covering for leave, absences, etc. Overtime hours are generally from 8%-25% per day. Once the APWU identifies a duty assignment, the burden shifts to the Postal Service to identify the specific PSE(s) who is covering a specific leave situation, so that the APWU would be able to rebut the argument at Step Two of the grievance procedure.**

**It is also important to note that the Mail Processing Clerk MOU 2002 and the Mail Processing Day-to-Day Seniority Settlement Agreement 2/2/16 allows for clerks to be moved out of their principal assignment area of their duty assignment.**

The Postal Service's PDF reports support the CSV clock ring reports but only in a different format.

I am available to testify telephonically, if need be, with as little as a ten (10) day notice. I am available to testify in person with a thirty (30) day notice. I am the only one that can accurately explain MDAT in a detailed fashion. If the work hours are there, MDAT will reflect them. If the work hours are not there, MDAT will not show a possible duty assignment. It is just that simple. The intent was to avoid arguments by either side at arbitration with the intent to resolve grievances at the lowest possible step.

Any outstanding issues over whether the Postal Service had a choice as to whether or not to post newly created duty assignments was finally resolved via two Goldberg national arbitration decisions which are binding on regular panel arbitrations. In the first award Goldberg stated the

Postal Service had an obligation to make every effort to use all available hours to create desirable duty assignments. In the second award, he reaffirmed the February 25, 2014 Step Four settlement which dealt with the posting of new duty assignments, when Goldberg required the Postal Service to create new duty assignments in accordance with Article 37.3. A.1. This second National Goldberg case was accelerated to the top of the national arbitration docket after a few regular panel Arbitrators in the minority misapplied the contractual language.

In closing, APWU felt the need to develop the software once we finally were able to negotiate the 2010 USPS/APWU Collective Bargaining Agreement Article 37.3.A.1 language which states, "Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid." Prior to this new language, Arbitrator Byars, in a national arbitration decision would not allow the union to be able to use "all available work hours" for employees to bid.

The second problem the language solved was to eliminate the Postal Service's so-call use of "earned hours" they were using in their models and tools to determine the complement number of duty assignments. The Article 37.3.A.1 language requires the Postal Service to make every effort to use all available work hours for employees to bid.

**With the July 2018 update, MDAT can identify (1) where there is at least thirty (30) hours a week to establish the conversion of PTF employees to full-time status and full-time NTFT and/or (2) it again identify duty assignments of less than eight hours per day (2015 NTFT MOU (pages 277-280), Items 5 and 8) and the 1.6.b Q06C-4Q-C 10005587 Global Settlement (pages 267-269 of the 2015 CBA). The Article 7.3.B language in Item #8 does NOT require the Union to have to identify a duty assignment.**

**Both parties locally have misinterpreted the NTFT Duty Assignment in Retail Operations, Level 20 and Below Offices MOU. This MOU is only in an office with only retail and a box section. If there is a carrier operation in the office it would not be applicable. The PO-209 defines Retail Operations and Article 8 defines both retail/customer service as F-4. This MOU deals with duty assignments and has the "economically and operationally advantageous" language, which is not in the 2015 NTFT MOU.**

**This is how you determine which MOU is applicable.**

Sincerely,



Lamont Brooks

MDAT Site Administrator

Assistant Clerk Craft Director

American Postal Workers Union, AFL-CIO

[lbrooks@apwu.org](mailto:lbrooks@apwu.org)

202-842-4220

***Updated July 9, 2018, to identify some misconceptions about MDAT being made by the Postal Service in their Article 15 decision letters and arbitration. The purpose of this update is to explain in more detail the MDAT program, in an effort to resolve disputes. Updated explanation language has been annotated in bold print.***