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Upgrading 11,000 LSM Operators To Level 6 Not Confusing—Really

There is nothing all that confusing about Section 3 of Article 37 in the new National Agreement which upgrades all Letter Sorting Machine operators in the Clerk Craft to Level 6.

The "bottom line" is that more than 11,000 additional Level 6 senior-qualified positions in our craft have been created—which is exactly what we set out to achieve.

But we have been deluged with phone calls and letters reflecting apparent misunderstanding of Section 3, in part at least, as a result of misinterpretations by some who were not involved in this area of contract negotiations.

It's not that confusing. Really!

BY THE NUMBERS

Let's start with Section 3-A:

It provides simply that all full-time regulars holding a Letter Sorting Machine assignment will be re-classified to Level 6 effective July 21, 1975. Prior to the National negotiations, approximately 40% of the Letter Sorting Machine operators were Level 6; now all Letter Sorting Machine operators will be Level 6. This represents the achievement of a long-sought goal by the American Postal Workers Union that all Letter Sorting Machine operators should be Level 6.

Your Union took this position from the inception of the Letter Sorting Machine program. Each succeeding National Convention by means of resolutions reiterated this position.

The Union's rationale was based on the fact that employees assigned to Letter Sorting Machines had nothing to do with qualifying on schemes or "management's memory items." Your Clerk Craft negotiators achieved the union's goal when they successfully negotiated Level 6 for ALL

Letter Sorting Machine operators, resulting in the establishment of more than 11,000 additional Level 6 senior-qualified positions in the Clerk Craft.

Section 3-A further provides that all machine-qualified full-time regulars and machine-qualified part-time flexible employees who do not hold a machine bid assignment, but who are utilized on the Letter Sorting Machines, will also be paid at the Level 6 rate for all hours spent on the machines, effective from last July 21.

But—and this is important—if your local management utilizes machine-qualified personnel (part-time flexibles and full-time regulars) not holding a machine bid assignment, to assist in the sweeping on an hour-to-hour basis, these employees will not receive higher level pay for the time spent sweeping.

However: if these same employees are assigned and utilized in the rotation system (keying, loading, sweeping, they WILL receive higher level pay for the full-time spent on the Letter Sorting Machine.

While Section 3-A provides that the Level 6 for all Letter Sorting

READING AID

Just a suggestion: it might be useful to have a copy of the new National Agreement alongside and open to Section 3 of Article 37 as we discuss, in sequence, the interpretations of each item in the section.

Machine operators is effective July 21, 1975, the U.S. Postal Service is presently experiencing problems in preparation of the implementation instructions for its field managers. It is expected, however, that by the time you read this article these problems will be resolved and the instructions promulgated to the field. We are thus unable to give you here the exact date that the Form 50's will be cut elevating the Level 5's to Level 6 or when the employees affected will receive their retroactive Level 6 pay.

Regardless of the date, IT IS MONEY IN THE BANK! SECTION 3-B. DESIGNATION

Now, let's look at Section 3-B of Article 37:

This item provides that, effective with the signing of the National Agreement (September 4, 1975), the U.S. Postal Service will initiate a new policy with reference to the part-time flexible roster in those offices having a Letter Sorting Machine program. This provision does not provide for the establishment of two separate part-time flexible rosters. However, it does authorize the U.S. Postal Service to indicate which part-time flexible employees are machine (aptitude) qualified.

SECTION 3-C, CONVERSION (PART-TIME FLEXIBLES)

This item provides that the United States Postal Service can promote machine (aptitude) qualified part-time flexibles to full-time regular Letter Sorting Machine assignments ahead of non-machine qualified part-time flexibles if the "opportunity for conversion" is to a Letter Sorting Machine position. The KEY to this provision are the words which appear in quotation marks ("opportunity for conversion"). A part-time flexible employee does not reach his or her "opportunity for conversion" until

such time as the normal bidding process has taken place for the fulle regulars in the office. The resil vacancy will then indicate the part-time flexibles' opportunity for conversion.

If the opportunity for conversion is to a non-machine position, the senior part-time flexible on the roster shall be converted. If the opportunity for conversion is to a Letter Sorting Machine position, the senior qualified part-time flexible would be eligible for conversion.

The U.S. Postal Service is forwarding instructions concerning this agreement for distribution to its field managers along with the back pay instructions.

SECTION 3-D

This item provides that part-time flexible employees on the rolls on the effective date of this Agreement (July 21, 1975) will have 90 (ninety) calendar days within which to request Letter Sorting Machine training on the clock. The 90 calendar days is from the date of the signing of the contract (September 4, 1975) in keeping with Item 3-B.

SECTION 3-E, SENIORITY

- 1. Employees presently assigned as full-time Letter Sorting Machine operators are only required to serve one 90 day lock-in period. Those employees who have already served this 90 day lock-in are no longer affected by this lock-in. Those employees who have not completed the 90 day lock-in are only required to complete the original 90 day lock-in.
- 2. Full-time employees on the rolls on the effective date of this Agreement (July 21, 1975) who bid into the Letter Sorting Machine program after that date will be locked-in for 1 (one) year unless they are able to utilize one of the five options listed.
- 3. Part-time employees on the rolls on the date prior to the effective date of this Agreement (July 21, 1975) and who are subsequently converted to a Letter Sorting Machine position will be locked-in for 1 (one) year unless they are able to utilize one of the five options listed in the preceding section of the contract.
- 4. Employees (new hires) appointed in the Clerk Craft on or after the effective date (July 21, 1975) who are subsequently converted to a fultime regular in the machine program will be locked-in for the duration of

the Agreement unless they are able to utilize one of the five options listed in this section.

5. This item reiterates the policy that all Letter Sorting Machine operators will still be able to apply for Clerk Craft bargaining unit positions which are filled on the basis of best-qualified.

SECTION 3-F, ROTATION

This represents a breakthrough because it presents local unions with an opportunity to have some input either through the labor-management meetings or when local management proposes to make a change in the rotation system.

SECTION 3-G, EDIT

In reply to numerous grievances received from the field, the Clerk Craft negotiators were successful in negotiating these safeguards as they relate to management's utilization of the EDIT program. If local union officials will utilize these safeguards, it should eliminate abuses that were cited in those grievances.

Clerks' Jurisdictional Claims Being Prepared

Your Clerk Craft officers are presently cooperating with Emmet Andrews, Director of Industrial Relations, and his staff, in preparation of a paper which will identify the various duty assignments which we believe belong to the Clerk Craft.

The Memorandum of Understanding which established the national level Committee on Jurisdiction provides that "within 90 days of the date of this agreement each union shall submit to the committee a written description of the scope of the duties it believes are properly assignable to employees it represents."

By mutual agreement, the 90 days is figured from the signature date of the agreement (Sept. 4, 1975). It is anticipated that the Clerk Craft description will be completed by the middle of November.

—J.A.M.

CORRECTION

In the September issue, it was stated incorrectly that Thomas E. Byerly and Wayne Bertram were assisting National Vice Presidents and also serving as Coordinators. Correctly stated, Byerly and Bertram are assisting National Vice Presidents who are also serving as Coordinators.

Connecticut Suffers Major Loss In Death Of Ronald L. Croke

Death has claimed Ronald L. "Ronnie" Croke of Hartford, Conn., and has caused a gap in the ranks of postal unionism and his community that will not soon be filled.

His passing at age 78 on June 28 ended a career of public service that spanned more than 35 years including 14 years as President of former Local 147 of the old clerk's union in Hartford. He also served 12 years as President of the Connecticut State Federation of Postal Clerks.

Since 1945 he was Financial Secretary-Treasurer of the Greater Hartford Labor Council, AFL-CIO, and was also active in civic affairs as Chairman of the Hartford Commission on Aging. Most recently he received a big ovation at the APWU Constitutional Convention in Kansas City last June when President Filbey named him as an Honorary Sergeant-At-Arms of the convention.

Ronnie will be remembered for many other achievements, not the least of which was organizing the nation's very first postal labor-management committee in the Hartford Post Office.

He also involved himself in senior citizen and youth activities, community renewal and community chest affairs as well as the Red Cross and public medical clinics. Ronnie in every sense was "a man for all seasons."

Not long before his passing, looking back over his long life, he said "during all this time my chief concern was to secure legislation which would benefit all postal clerks and to improve their working conditions along with wages comparable to outside industry." In this connection he was also chief organizer of the New England Council of Postal Clerks.

He retired from the Post Office in 1966, but only two years ago he was made a life member of the Hartford APWU Local in recognition of his continuing devotion to public service.