

May 14, 2002

TO: National Business Agents
Regional Coordinators
Local Presidents

FROM: Clerk Division Officers

SUBJECT: MAIL PROCESSING CLERK, LEVEL 5

The Clerk Division has signed an agreement on the new position description, Mail Processing Clerk, Level 5. This new position description basically combines Mail Processor, Distribution Clerk and Optical Character Reader Operator into one position description.

HISTORY

The APWU challenged the ranking of Mail Processor at Level 4 before Arbitrator Richard Mittenthal claiming that mail processor duty assignments had been improperly posted. The union argued that mail processors were performing the duties of OCR Operator, Level 5. Arbitrator Mittenthal agreed with the union and ordered the USPS to upgrade current mail processors in Fargo, ND to level 5 and place them into the OCR Operator position description.

After the USPS refused to upgrade all mail processors nationally, the union argued during Interest Arbitration proceedings that, along with window clerks and others, all mail processors should be upgraded to level 5. Arbitrator Goldberg issued an award that upgraded all mail processors to level 5 but ordered all our related grievances on the matter closed.

MAIL PROCESSORS PERFORMING DISTRIBUTION AND VICE VERSA

When the APWU presented its case before Arbitrator Mittenthal, we took a position that the position description we believed mail processors should be placed into, that of OCR Operator, could also perform manual distribution. We also knew that FSM and LSM Operators could perform manual distribution.

Following the interest arbitration award, the USPS created a new position description they called Mail Processing Clerk, Level 5. This position description included the Distribution Clerk, Mail Processor and OCR Operator position descriptions and also included FSM Operator and Parcel Post Distribution Clerk (machine) as well. The union refused to agree to this position description at level 5.

The USPS then informed us that they were going to upgrade the level 4 mail processors to OCR operators and add a scheme instead of Mail Processor, Level 5. After the APWU informed management that all duty assignments impacted must be reposted, the USPS withdrew their implementation instructions to the field.

Management then dropped the FSM and Parcel Post Distributor (machine) position description and duties from the new position description. While this new draft included duties that still met with our opposition, our concerns were addressed when those duties were deleted and a new mail processors position description was issued (see attached).

We understand that some clerks may have concerns with the combining of these three position descriptions. It is true we could have challenged management on this new position description, but after many hours of research and discussion, we came to the conclusion our chances of ultimate success would have been limited, based on the fact the employer could have established OCR Operator duty assignments and added schemes. We believe that this created an opportunity for the Clerk Division to negotiate "day to day" seniority for our members as well as firming up the definition of principal assignment area, which have been long sought after goals of the Clerk Division in contract negotiations.

We believe, that this position description postures our membership for the changing workroom floor of the future.

PRINCIPAL ASSIGNMENT AREA

The foundation of the "day to day" seniority provisions of our agreement is the principal assignment area (PAA). Some locals have allowed management to post duty assignments without clerk principal assignment areas. This requirement of Article 37 is a key element of every duty assignment and is necessary to protect the integrity of our bidding procedure. Management will now have an even clearer obligation to post a PAA on every clerk craft duty assignment.

PAST PRACTICE

While some clerk craft duty assignments may not have a clearly defined PAA, each local has a practice of which duty assignment has which particular PAA. Overtime provisions, local grievances, local memorandums of understanding and disputes regarding daily operations and work have formed a basis for past practices that locals should immediately review to determine if there will be a dispute regarding establishing a clear and proper PAA for every duty assignment.

Also, attached are a series of Q&As negotiated by the parties that address our concerns as to the implementation of this new position description as well as providing protection for all of our members.

Yours In Union Solidarity

Attachments

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

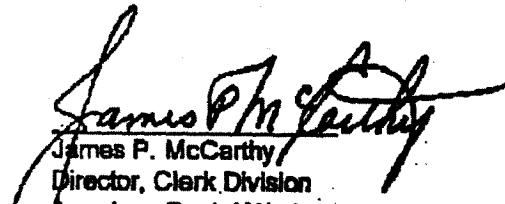
RE: Senior Mail Processors (SMP) PS-6 in Non-Maintenance Capable Offices

- 1) The determination of whether an office is "non-maintenance capable" for the purposes of this Memorandum of Understanding (MOU) shall be governed by the provisions of the attached February 2, 1994, grievance settlement in Case Nos. HOC-NA-C 19008 and HOC-NA-C 19010.
- 2) The senior bidder for all SMP positions and mixed duty assignments which include SMP duties, will enter a deferment period and be provided appropriate combinations of training, testing, and practical demonstration of ability to perform in the actual position. Permanent assignment to the duty assignment will be deferred until successful completion of the above mentioned requirements. If the employee does not satisfactorily complete these requirements or withdraws, the employee will be returned to his/her former duty assignment and the next senior bidder will be placed into training.
- 3) SMP duty assignments (full-time and part-time regular) may be established as mixed duty assignments and include Mail Processing Clerk; Window Clerk; Distribution and Window Clerk; Sales, Service and Distribution Associate; and Sales & Service Associate duties.
- 4) For purposes of this agreement, management will staff non-maintenance capable offices with a number of SMPs (either full-time regular, part-time regular, or part-time flexible) based on the attached criteria of active equipment.
- 5) This MOU will replace the April 6, 1995, MOU and is non-citable and non-precedential concerning issues involving Clerk Craft "mixed" duty assignments and is made without prejudice to the position of either party concerning "mixed duty assignments" issues in general.


Peter A. Sgro
Manager
Contract Administration

5/9/02
Date

Attachment


James P. McCarthy
Director, Clerk Division
American Postal Workers
Union, AFL-CIO

10' 02 (FRI) 09:55

P. 003

Number of Active CSBCS
per site

SMPs
Per Site

1	1
2	1
3	1
4	2
5	2
6	3
7	3
8	4
9	4
10	5
11	5
12	6
13	6
14	7
15	7

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

RE: Mail Processing Clerk Position

The Postal Service notified the American Postal Workers Union (APWU) by letter dated March 1, 2002, of its decision to implement a new position of Mail Processing Clerk pursuant to Article 1, Section 5 of the USPS/APWU Collective Bargaining Agreement. The Postal Service additionally notified the APWU by letter dated April 30, 2002, that the Mail Processing Clerk position would become effective May 4, 2002.

The parties agree that the Mail Processor position duties and responsibilities will be combined with Level 5 Mail Processing and Distribution positions' duties to establish one position description entitled Mail Processing Clerk, PS-5. The Mail Processing Clerk, PS-5 position will replace the following job descriptions:

Mail Processor, PS-5
Distribution Clerk, PS-5
Optical Character Reader Operator, PS-5

Implementation Procedures

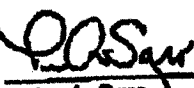
All current employees in the position descriptions listed above will be automatically placed in the newly established Mail Processing Clerk position.


Mail Processing Clerk, Level 5, notice of duty assignments, when posted, will continue to contain information required in Article 37.3.E, which includes in #5:

"The principal assignment area (parcel post, incoming or outgoing in the main office, or specified station, branch, or other location(s) where the greater portion of the assignment will be performed)."

The employees' current duty assignments will continue unless changed by management in accordance with the appropriate provisions of the Collective Bargaining Agreement. It is understood that employees in the Mail Processing Clerk, Level 5 position may be assigned in mail processing operations in accordance with the employees' training and qualifications, and in accordance with the Collective Bargaining Agreement.

This understanding is made for the purposes described above and is not intended to alter any of the provisions of the Collective Bargaining Agreement. This agreement is made without prejudice or precedent to either party's position with respect to position descriptions or any other provision of the National Agreement.


Peter A. Sgro
Manager
Contract Administration
U.S. Postal Service


James J. McCarthy
Director, Clerk Division
American Postal Workers
Union, AFL-CIO

Date: 5/9/02

STD POSITION DESCRIPTION

U. S. Postal Service

MAIL PROCESSING CLERK, PS-05

FUNCTIONAL PURPOSE

Performs a variety of clerk duties required to process mail using automated mail processing equipment or manual methods of sortation and distribution.

DUTIES AND RESPONSIBILITIES

1. Makes one or more sortations of outgoing and/or incoming mail using the appropriate sort program or manual distribution scheme.
2. On a rotation basis, performs all of the following duties: loads mail onto automated equipment; culling out non-processable items; enters sort plan and starts equipment; monitors flow of mail to ensure continuous feed; sweeps separated mail from bins/stackers; and stops equipment when distribution run or operation is completed. Runs machine reports, clears jams and contacts maintenance for assistance when required.
3. Prepares work area, ensuring all necessary support equipment and materials, including labels, trays, and other containers, are in place.
4. Removes sorted mail from bins or separations and places into appropriate trays or containers for further processing or dispatch based on knowledge of operating plans and dispatch schedules, or at the instruction of supervisors or expeditors; may riffle or verify mail to ensure sortation accuracy as needed.
5. In addition, may perform any of the following duties: provide service at public window for non-financial transactions; maintain records of mails; examine balances in advance deposit accounts; and record and bill mail requiring special service.
6. Uses established safe work methods, procedures and safety precautions.
7. Performs other job related tasks in support of primary duties.

SUPERVISION

Supervisor, Distribution Operations; Supervisor, Customer Services, or other designated supervisor

SELECTION METHOD

BARGAINING UNIT

CLERK

(End of Document)

Document Date: 04-25-02

SPD Number: SP-2046

Occupation Code: 2315-0063

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

RE: Mail Processing Clerk Position

The following are questions and answers regarding the Mail Processing Clerk Position Memorandum of Understanding (MOU) signed on May 9, 2002. This document was developed jointly by the American Postal Workers Union (APWU) and U.S. Postal Service (USPS) and reflects common understandings of the interpretation and application of the provisions of the Mail Processing Clerk Position MOU.

1. Does this allow management to assign employees to other mail processing areas?

Yes. Management may assign employees in accordance with operational needs and the employee's qualifications. However, if there is more than one employee working in a principal assignment area with the necessary skills, management may move employees out of the principal assignment area as needed by juniority.

NOTE: The only exception to this rule is if an employee with a scheme in his/her duty assignment has not reached the current minimum 30 hour sortation requirement in an AP. In that instance, a more senior employee may be moved out of the principal assignment area.

2. What does the term principal assignment area mean?

Principal assignment area is defined in Article 37 as follows:

"The principal assignment area (parcel post, incoming or outgoing in the main office, or specified station, branch, or other location(s) where the greater portion of the assignment will be performed)." (Article 37.3.E.5)

3. Does this give employees day-to-day seniority rights?

Yes, when moving employee(s) with the same skills out of their principal assignment area.

4. What does day-to-day seniority mean for this application?

It means that when the employer determines a need to assign an employee or a number of employees outside of their principal assignment area, the employees are moved by juniority (with the noted exception in number 1). As an example, there are two employees with the same skills in their duty assignment and same principal assignment area and management determines it needs one to work outside the principal assignment area. When moving the employee, management will take the junior employee with the necessary skills.

5. With the Mail Processing Clerk, PS-05, position, how will the employee know which duties he/she has for a duty assignment?

When posting the bid notice, management will post the duties of the assignment and the principal assignment area.

6. Is there a requirement that the principal assignment area be posted on duty assignments?

Yes. Article 37 requires this information on all postings. Local practice in defining a principal assignment area will continue. If no principal assignment area has been established for a duty assignment(s), management will determine the principal assignment areas for those duty assignments in accordance with the definition in Article 37, provide them to the local union and inform the employees.

7. Can a duty assignment have more than one principal assignment area?

No.

8. Can all posted duty assignments in an installation be posted identically with the same principal assignment area?

Not usually. Normally, in an installation, there would be more than one principal assignment area.

9. Can a duty assignment be posted with Mail Processing (Automation) and Manual Distribution (scheme or non-scheme) duties and responsibilities?

Yes.

10. Can you add a scheme as part of the duties of a current duty assignment?

Yes. Schemes may be added to duty assignments and implemented in accordance with the Collective Bargaining Agreement.

11. Can a Mail Processing Clerk duty assignment be posted with Sales and Service Associate duties and responsibilities?

No. However, the Mail Processing Clerk may perform any of the following duties: provide service at public window for non-financial transactions; maintain records of mails; examine balances in advance deposit accounts; and record and bill mail requiring special service.

12. What will be the qualifications for the new position description?

There will be a qualification standard developed for the Mail Processing Clerk, PS-05 position description. All employees currently on the rolls in duty assignments created from the existing position descriptions will be deemed minimally qualified for the new position description.

13. What about training for the duty assignments?

Training will be provided as necessary on any of the duties that are incorporated into a duty assignment when it is posted. For example, if the principal assignment area is automation and the duty assignment includes manual scheme distribution, the employee will be trained on the scheme and the automation duties.

14. Will all employees currently in one of the mail processing job descriptions listed in the MOU be considered Mail Processing Clerks?

Yes, all employees in those listed job descriptions will be placed in the Mail Processing Clerk, PS-05 position description.

15. Will this change make any established positions obsolete?

Yes. The Mail Processor, PS-05; OCR Operator, PS-05; and Distribution Clerk, PS-05 will be eliminated for use in future postings. However, the Distribution Clerk, PS-05, KP12 will continue to be utilized for ranking purposes.

16. Will the change in position title change the principal assignment area of any of the current duty assignments?

No. For purposes of placing all employees in the newly created position description, the individual duty assignments will carry their current principal assignment area and duties with them.

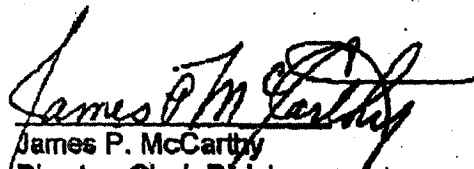
If the former duty assignment was Mail Processor and the principal assignment area was automation, the new duty assignment will be Mail Processing Clerk, Level 5, with automation as the principal assignment area. If the former duty assignment was Distribution Clerk, 030, the new duty assignment will be Mail Processing Clerk, PS-05, with distribution, 030 as the principal assignment area. This change is not intended to change Local Memorandum of Understanding (LMOU) or previously existing principal assignment areas.

In the future, management may post or re-post duty assignments, consistent with the National Agreement and applicable LMOUs.

17. Does this change alter or amend the Local Memorandum of Understanding (LMOU)?

No. This change also cannot be used by management to challenge previously existing LMOU language as "in conflict and inconsistent" with the National Agreement pursuant to the Goldberg award.


Peter A. Sgro
Manager
Contract Administration
U.S. Postal Service


James P. McCarthy
Director, Clerk Division
American Postal Workers
Union, AFL-CIO

Date: 5/9/02