

On November 30, 1971, a Memorandum of Understanding was entered into between the Postal Service and the Mail Handlers Division. On November 19, 1972, a second agreement was entered into between the Postal Service and the Mail Handlers Division which supplemented the November 30, 1971 Memorandum of Understanding. Taken together these two agreements now provide as follows:

MEMORANDUM OF UNDERSTANDING
(November 30, 1971)

The following is the understanding of the parties:

A. In all first-class offices with 25 or more employees and other large customer service and mail processing facilities, employees other than mail handlers may be performing full-time duties within the mail handler bargaining unit on a regularly scheduled basis; therefore, the Employer will review the practices in these installations in order to determine the appropriateness of employees' assignments, classifications and wage levels.

Where it is found that full or part-time regularly scheduled employees have duty assignments on a regular basis which are comprised of all mail handler duties, those duty assignments will be delegated to the mail handler craft. If it is found that mail handler duties have been combined with duties of another craft, to make a full or part-time scheduled duty assignment on a regularly scheduled basis, such assignment shall be filled consistent with Article I, Article VII and Article XII. Employees who may be displaced will be reassigned in accordance with Article XII.

B. The parties recognize that the posting procedures as incorporated in Article XII of the Working Agreement provide that normally an employee shall work the duty assignment for which he has been designated as the successful bidder and should not normally be displaced from his duty assignment by an employee from his or another craft. The parties further

recognize that nothing herein is intended to restrict the right of the Employer to make work assignments in accordance with Article VII.

SUPPLEMENT TO MEMORANDUM OF UNDERSTANDING
(November 16, 1972)

It shall be the understanding of the parties that the phrase 'all Mail Handler duties' in paragraph "A" includes the following duties regardless of whether they appear in any other position description:

1. All duties listed in Key Position Description 8, Mail Handler - Level 4;
2. All duties listed in the currently established and ranked key, standard and individual positions in customer service and mail processing facilities which are set forth in the December 8, 1971, letter from Senior Assistant Postmaster General Blaisdell to Mail Handlers' National Director Lonnie L. Johnson. These positions are:

Key Position

Mail Handler, PS-4, KP-8

Standard Positions

Group Leader Mail Handler, PS-5, SP1-33
Label and Facing Slip Technician, PS-5, SP1-32
Label Machine Operator, PS-4, SP2-579
Label Printing Technician, PS-5, SP2-578
*Laborer, Materials Handling, PS-3, SP1-11
Mail Equipment Handler, PS-4, SP2-247
Mail Handler Technician, PS-5, SP2-498
Mail Processing Machine Operator, PS-5, SP2-354

*When the 'Laborer, Materials Handling' position is authorized for the post office branch, it is delegated to the Mail Handler craft. When authorized for the maintenance branch, it is assigned to the Maintenance craft.

Mail Processing Machine Operator, PS-5, SP2-470
Packer-Shipper, PS-4, SP2-581
Sack Sorting Machine Operator, PS-4, SP2-367
Sack Sorting Machine Operator, PS-5, SP2-438
Typist-Label Printing, PS-4, SP2-580
Watchman, PS-4, SP2-216

Individual Positions

Group Leader Mail Handler, PS-6, 1P248-7
(Chicago, Illinois)

Group Leader Sack Sorting Machine Operator
PS-6, IP25-11-1 (Ft. Worth, Texas)

Mail Handler Leadman, PS-5, IP32-12-1
(Los Angeles, California)

MAIL HANDLER -- LEVEL 4

BASIC FUNCTION. -- Loads, unloads, and moves bulk mail, and performs other duties incidental to the movement and processing of mail.

DUTIES AND RESPONSIBILITIES. --

- (A) Unloads mail received by trucks. Separates all mail received by trucks and conveyors for subsequent dispatch to other conveying units, and separates and delivers working mails for delivery to distribution areas.
- (B) Places empty sacks or pouches on racks, labels them where labels are prearranged or racks are plainly marked, dumps mail from sacks, cuts ties, faces letter mail, carries mail to distributors for processing, places processed mail into sacks, removes filled sacks and pouches from racks, closes and locks same. Picks up sacks, pouches, and outside pieces, separates outgoing bulk mails for dispatch and loads mail onto trucks.
- (C) Handles and sacks empty equipment, inspects equipment for mail content, restrings sacks.
- (D) Cancels stamps on parcel post, operates canceling machines, carries mail from canceling machine to distribution cases.
- (E) Assists in supply and slip rooms and operates addressograph, mimeograph, and similar machines.
- (F) In addition, may perform any of the following duties:
 - (i) Acts as armed guard for valuable registry shipments and as watchman and guard around post office building.

- (ii) Makes occasional simple distribution of parcel post mail requiring no scheme knowledge.
- (iii) Operates electric fork-lift trucks.
- (iv) Rewraps soiled or broken parcels.
- (v) Performs other miscellaneous duties, such as stamping tickets, weighing incoming sacks, cleaning and sweeping in workrooms, offices, and trucks where such work is not performed by regular cleaners.

The foregoing KP-8 job description outlines Mail Handler duties generally. A more detailed and specific list of these duties follows:

MAIL HANDLER DUTIES

1. Acceptance of Mail (Platform and Dock)
 - a. Bulk Mail Acceptance Unit
(Unloading - Loading - Transporting)
 - b. Collection Mail
(Unless unloaded by carrier)
 - c. Parcel Post from stations and branches
(includes unloading and canceling)
 - d. Unloading star routes, trailers, piggy-backs,
and G.V.S. trucks
 - e. Miscellaneous customer mail
(Except rating by weighing clerk -- permit
mail matter)
 - f. Cancelling parcel post
 - g. Rough culling of collection mail
2. Dispatch of Mail (Platform and Dock)
 - a. Transportation of mail to various dock locations
 - b. Loading of nutting trucks

- c. Storage of mail awaiting dispatch
 - d. Loading of star routes, trailers, piggy-backs, and G.V.S. trucks
 - e. Handling dock transfers of mail
 - f. Making station dispatches
(Loading)
 - g. Manning dispatch chutes and sawtooth platforms
 - h. Stowage of empty equipment
 - i. Making dispatch separations
- 3.
- a. Simple separation of sacks or pouches and loading of mail from chutes.
 - b. Simple separation of sacks or pouches and dispatch via chutes
 - c. Transportation of mail to dispatch or distribution areas.
4. Dumping, Culling, Facing and Cancelling
- a. Dumping sacks, containers, hampers
 - b. Separation of mail categories (Parcel Post, 2nd & 3rd Class, flats, slugs, metered)
 - c. Face and remove tare from metered mail, load in trays
 - d. Fine cull letter mail - withdraw identifiable Air Mail
 - e. Cancel and perform simple category separation of odd size mail
 - f. Cancel and orient flats, including simple category separation
 - g. Repair damaged mail matter
 - h. Operate cancelling equipment
 - i. Transport mail to distribution cases, scales or tray transports
 - j. Handle cancelling machine rejects

5. Outgoing Manual Primary (Letters or Flats)
 - a. Load ledges or belts
 - b. Sweep cases, including assembly in mechanized units
 - c. Tie out or loose pack directs
(Except when an integral part of clerk assignment)
 - d. Provide regular withdrawal of Air Mail and Special Delivery mail
 - e. May transport mail to secondary distribution units
6. Mechanized Letter Primary (LSM)
 - a. May withdraw non-machineable mail
 - b. Loose pack, unless done by clerks riffling mail
7.
 - a. Remove mail from tray transport system or rolling equipment and load ledges
 - b. Tie out or loose pack
(Except when an integral part of clerk assignment)
 - c. Return mishthrows to primary distribution cases
(Except when an integral part of clerk assignment)
 - d. Transport mail to dispatch racks
8. Pouching Operation (Outgoing and Incoming)
 - a. Open pouches
(High volume periods)
 - b. Perform simple separation of directs and working mail
(Such as Zip Code and non-Zip Code incoming bundles)
 - c. Hang and lock out pouches
 - d. Transport mail to dispatch area
9. Parcel Post (Manual) or Third Class Distribution Racks (Outgoing and Incoming)
 - a. Transportation of mail to primary distribution area

- b. Dumping sacks or containers
 - c. Removing full hampers or sacks
 - d. Hang and lock out sacks
 - e. Load and transport mail to secondary racks or storage area
 - f. Rewrap
 - g. Perform simple separation
10. Parcel Post Secondary (Outgoing and Incoming)
- a. Hanging racks
 - b. Pulling racks or containers
 - c. Loading and transportation to dispatch area
 - d. Perform simple separation
11. Mechanized Parcel Post
- a. Dumping sacks
 - b. Hanging racks
 - c. (Omitted - no legible copy.)
 - d. " " " " " "
 - e. Rewrap
 - f. Operate sortation equipment
12. Opening Units
- a. Segregate and dump sacks
 - b. Hang and lock out racks
 - c. Load and transport sacks to dispatch area
 - d. Remove tare and tray working mail
 - e. Transport working mail to distribution cases
 - f. Sweep and tie out cases
(Except when an integral part of clerk assignment)

- g. Loose pack
 - h. Lock out racks and transport to dispatch area
 - i. Perform Zip Code distribution on incoming packages
13. Incoming Manual Primary (Letters or Flats)
- a. Load ledges
 - b. Sweep cases and transport to secondary cases
 - c. May loose pack or tie out firm directs and mail for stations
14. Incoming Secondary (Letters or Flats)
- a. Load ledges
 - b. Hang and lock out dispatch racks
15. Additional Duties in Selected Offices
- a. Elevator Operator
 - b. Stowage of empty equipment
 - c. Registry section
 - d. Dead parcel and dead letter sections
- 16.
- a. Unloading and separation of dispatches from mail office
 - b. Dumping sacks, pouches, containers, and loose packs
 - c. Making carrier separations of marked packages
 - d. Loading cases (distribution and letter carrier)
 - e. Acceptance and handling of customer mail on platform
 - f. Cancellation and non-scheme separation of customer Parcel Post
 - g. Loading of dispatches to mail office or distribution annex

- h. Handling and stowage of empty equipment
 - i. Handling station supplies
(Excluding stamp stock)
17. Air Mail Fields
- a. May include any or all duties listed items A-P, dependent on size of AMF
 - b. Weighing pouches and sacks for airline dispatch
18. All duties listed in job descriptions for following:
- a. Group Leader Mail Handler, PS-5, SP1-33
 - b. Group Leader Sack Sorting Machine Operator, PS-6, IP25-11-1
 - c. Sack sorting Machine Operator, PS-5, SP2-438
 - d. Sack Sorting Machine Operator, PS-4, SP2-367
 - e. Label Machine Operator, PS-4, SP2-578
 - f. Label Printing Technician, PS-5, SP2-578
 - g. Typist-Label Printing, PS-4, SP2-580
 - h. Mail Processing Machine Operator, PS-4, SP2-354
 - i. Mail Processing Machine Operator, PS-5, SP2-470
 - j. Mail Handler Technician, PS-5, SP2-498
 - k. Mail Handler Technician, PS-6, IP
 - l. (Omitted - no legible copy)
 - m. Mail Rewrapper, PS-4, IP19-5-4
 - n. Packer-Shipper, PS-4, SP2-581
 - o. Mail Equipment Handler, PS-4, SP2-247
 - p. Laborer, Materials Handling, PS-3, SP1-11
 - q. Order Filler, PS-3, CP-3

ARTICLE VII, SECTION 2 -- NATIONAL WORKING AGREEMENT

To be understood fully, the foregoing provisions of the Mail Handler Memorandum of Understanding and Supplement must be read together with the following provision of Article VII of the 1971 National Working Agreement.

SECTION 2. Employment and Work Assignments

A. Normally work in different crafts, occupational groups or levels will not be combined into one job. However, in order to maximize full-time employment opportunities and provide necessary flexibility management may, after studied effort to meet its requirements by combining within craft or occupational groups, establish full-time or part-time scheduled assignments by including work within different crafts or occupational groups.

Taken together, the foregoing provisions establish the work jurisdiction of the Mail Handlers craft. These provisions must be carefully studied and applied.

THE MEMORANDUM OF UNDERSTANDING

The 1971 Memorandum of Understanding, as supplemented in November 1972, requires Postal management to review all duty assignments consisting of Mail Handler work in almost all first-class offices and in all other large postal facilities to determine whether any full or part-time regularly scheduled employees in other crafts have duty assignments which consist of what has now been clearly defined in the Memorandum as being "Mail Handler duties." If such review shows that such duty assignments exist, the Postal Service is required to award all such duty assignments to employees within the Mail Handlers craft.

The foregoing obligations on the part of the Postal Service are mandatory. And violations of these and other related provisions are subject to the grievance procedure in the National Working Agreement which culminates in final and binding arbitration.

DEFINITION OF TERMS IN MEMORANDUM OF UNDERSTANDING

"Paragraph 'A'" of the Memorandum provides for Employer review of first-class offices and other large customer service and mail processing facilities with 25 or more employees, and states:

"Where it is found that full or part-time regularly scheduled employees have duty assignments on a regular basis which are comprised of all mail handler duties, those duty assignments will be delegated to the mail handler craft." (Emphasis added.)

These terms have the following meanings:

1. "FIRST-CLASS OFFICES" - This covers all mail processing units in each First-Class Office. Each such unit is to be reviewed in the management survey, even though a particular sub-unit may not have 25 employees. All stations and branches of a First-Class Office must be reviewed.
2. "25 or more employees" - This is to be determined on the basis of the total number of craft employees working at a mail processing facility. All facilities having at least 25 craft employees of any category are to be included.
3. (First line omitted - no legible copy.)
employees within any of the seven bargaining units. This includes full-time regulars, part-time flexibles and part-

time fixed schedule employees. It also includes some employees not now in a bargaining unit, such as postal assistants who are regularly scheduled for periods of up to 20 hours per week.

4. "Duty assignments" - This is the daily work assignment of any employee. It is not to be confused with the duties outlined in a position description. If a non-mail handler craft employee has any assignment within his working day which includes what have now been declared as "all mail handler duties," they must be delegated to employees within the Mail Handlers craft.
5. "Regular basis" - This means any degree of recurring frequency.
6. "All Mail Handler Duties" - As a result of the Supplement to the Memorandum of Understanding entered into on November 16, 1972, the Postal Service has agreed that all of the duties in Key Position 8 are "all mail handler duties" even though some of these duties may appear in a position description of another craft. This means that while certain duties may appear in the position description of other crafts, if they also appear in the Mail Handlers position description, they must immediately be assigned to Mail Handlers in accordance with the Memorandum of Understanding and Article VII, Section 2, of the National Working Agreement.

The first sentence of Article VII, Section 2, of the National Working Agreement provides as follows:

Normally work in different crafts, occupational groups or levels will not be combined into one job.

This sentence creates the obligation on the part of postal management to avoid combining work in different crafts into one job under normal or ordinary circumstances. This means that an employee in the Mail Handlers craft is entitled to a full time duty assignment consisting of work which is within the definition of "all Mail Handler duties." This work has been set out in KP-8 as elaborated upon in the list of Mail Handler duties set forth in this manual. This provision of Article VII, Section 2, must be read together with Article VII, Section 2B which recognizes that under Article XII of the National Working Agreement "normally an employee shall work the duty assignment for which he has been designated as the successful bidder and should not normally be displaced from his duty assignment by an employee from his or another craft." (Emphasis added.)

Prior to the November 16, 1972 supplement to the Memorandum of Understanding, work which appeared in the job descriptions of two crafts, i.e., "overlapping duties" could be assigned to employees in either craft. But now that all of the duties in KP-8 have been defined as "all Mail Handler duties" the Postal Service can no longer normally combine Mail Handler duties with work in other crafts to create one job. This means that where jobs currently exist in which employees perform work which consists in part of

'all Mail Handler duties" and in part of duties in the job description of another craft, to comply with the Memorandum of Understanding, the Mail Handlers' duties must be delegated to an employee in the Mail Handlers craft or a new Mail Handler job must be created.

Under Article VII, Section 2, there are certain very limited circumstances in which the Postal Service is entitled to "establish full-time or part-time scheduled assignments by including work within different crafts or occupational groups." However, the only time that management may do so is "after studied effort to meet its requirements by combining (work) within crafts or occupational groups. . . ." This means that before any non-Mail Handler job may be established containing some Mail Handlers' work, management must make a "studied effort" to combine Mail Handler duties to establish "full-time or part-time scheduled assignments. . ." for Mail Handlers. And under the grievance procedure, management is required to provide the union with its records to show just exactly what "studied efforts" it made to combine Mail Handlers' work to create full-time or part-time regularly scheduled Mail Handler jobs before it began combining Mail Handler and non-Mail Handler duties.

In order to comply with the Memorandum of Understanding as supplemented, and the provisions of Article VII, Sections 2A and B of the National Working Agreement, management is required to establish as many full-time or part-time jobs as possible made up entirely of "all Mail Handler duties." To do this, management must prepare a survey of when, how and by whom "all Mail Handler duties" are presently being performed regularly. It must then proceed to combine

such Mail Handler duties to create new full-time and part-time assignments and delegate those assignments to Mail Handlers.

The Mail Handler duties listed on pages 4-9 have been broken down into the following basic 18 categories:

1. Acceptance of mail (platform and dock)
2. Dispatch of mail (platform and dock)
3. Acceptance and dispatch of mail (in house)
4. Dumping, culling, facing and cancelling
5. Outgoing manual primary (letters or flats)
6. Mechanized letter primary (LSMN)
7. Outgoing secondary (letters or flats)
8. Pouching operation (outgoing and incoming)
9. Parcel post (manual) or third-class distribution racks (outgoing and incoming)
10. Parcel post secondary (outgoing and incoming)
11. Mechanized parcel post
12. Opening units
13. Incoming manual primary (letters or flats)
14. Incoming secondary (letters or flats)
15. Additional duties in selected offices
16. Stations and branches
17. Air mail fields
18. All duties listed in other job descriptions within the Mail Handlers craft.

These duties are spelled out in greater detail on pages 4-9 and should be studied carefully.

A bar graph is attached, which indicates a sample of the usual hours when activities 1 through 14 occur. Activities 15, 16 and 17 are not shown as they usually take place in areas which are not normally connected with a mail processing unit.

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bars are drawn to show the hours when Mail Handler work within the 14 categories set out above is being performed regardless of who is presently performing the work. Immediately beneath the horizontal bars the number of Mail Handlers needed to perform this work at hourly intervals for each activity is shown.

A facility total for each hour is arrived at so as to identify the Mail Handler workload for an average day. In the sample graph 34 Mail Handlers are needed from 12:00 a.m. to 8:30 a.m., 25 Mail Handlers are needed from 8:30 a.m. to 5:00 p.m., 22 Mail Handlers are needed from 2:30 p.m. to 11:00 p.m., 30 Mail Handlers are needed from 3:30 p.m. to 12:00 p.m., and 36 Mail Handlers are needed from 5:00 p.m. to 1:30 a.m.

A separate graph would be required for light volume days such as Saturdays, Sundays and holidays.

The actual determination of tours of duty and duty assignments for full-time Mail Handlers involves this kind of studied effort by management as required in Article VII, Section 2(a) of the National Working Agreement.

For the sample office shown on the bar graph, Tour 1 from 12 to 8:30 a.m. can be established, staffed with 34 full-time Mail

Handler employees. Tour 2, 8:30 a.m. to 5 p.m., should be staffed with 25 Mail Handlers. Notice that this is three less than the number of employees required at 9, 10 and 11 a.m.

Since the workload requirement increases materially between 2 and 3 p.m., a Tour 3 crew of 22 Mail Handlers reporting at 2:30 is established, to supply a total of 47 Mail Handlers at 3 p.m.

(First line omitted - no legible copy.)

to report at 3:30 p.m. to meet the work load for a total of 78 Mail Handlers at 4 p.m.

For the period of 3 p.m.-11 p.m., we require Mail Handlers in the following numbers:

<u>3 p.m.</u>	<u>4 p.m.</u>	<u>5 p.m.</u>	<u>6 p.m.</u>	<u>7 p.m.</u>	<u>8 p.m.</u>	<u>9 p.m.</u>	<u>10 p.m.</u>	<u>11 p.m.</u>
47	78	81	109	110	110	95	76	78

From the bar chart, disregarding the Tour 3 crew of 36 employees reporting at 5 p.m., we have scheduled as follows:

<u>3 p.m.</u>	<u>4 p.m.</u>	<u>5 p.m.</u>	<u>6 p.m.</u>	<u>7 p.m.</u>	<u>8 p.m.</u>	<u>9 p.m.</u>	<u>10 p.m.</u>	<u>11 p.m.</u>
47	78	53	53	53	53	53	53	53

We still require:

<u>3 p.m.</u>	<u>4 p.m.</u>	<u>5 p.m.</u>	<u>6 p.m.</u>	<u>7 p.m.</u>	<u>8 p.m.</u>	<u>9 p.m.</u>	<u>10 p.m.</u>	<u>11 p.m.</u>
0	0	28	56	57	57	42	23	25

The total number of hours still required is 288, totaling the hourly workload from 5 p.m.-11 p.m., a six-hour span. Dividing 288 by 8, we obtain the figure 36, the number of full-time employees required to complete a workload of 288 hours.

For this example, a crew of 36 Mail Handlers is scheduled from 5 p.m.-1:30 a.m. Although the crew will remain on duty beyond 11 p.m.,

the end of the heavy work period, it will not be large enough to meet the peak period demand from 6-9 p.m. Studied management effort can eliminate this imbalance by closing down non-essential operations during the peak period and delaying such work until after 11 p.m. Non-preferential opening units, loading and unloading bulk mail and incoming parcel post distribution are typical of full-time Mail Handler positions.

Notice that the bar graph does not represent any particular office, but is merely an example. An analysis of this general type must be made for every office or unit of more than 25 employees.

Before you proceed to file any grievances alleging violation of the Memorandum of Understanding and Supplement, or Article VII, Section 2(a), you should discuss these matters thoroughly with management. Provide members of management with copies of this Manual so that they will be better able to understand the Union's position and their obligations under the National Working Agreement. Show management how by reassigning Mail Handler duties to members of the Mail Handler craft their installation can economize and more effectively perform its job. Try to be helpful to management in its endeavor to comply with the contract regarding work jurisdiction. But at the same time be extremely firm and let management know that you are aware of your rights and of the fact that failure to comply with these provisions is subject to the grievance procedure under the National Working Agreement.

This manual has been prepared to provide you with assistance in implementing the Mail Handler jurisdictional provisions of the National Working Agreement. Please let the National Office of the Mail Handlers Division know what steps management has taken to comply and what changes have been made as a result of its compliance. This is the only way in which your National Office can serve you effectively regarding this matter. In addition, if management has not taken adequate steps to implement these provisions by July 10, 1973, you should file comprehensive grievances with management not later than July 18, 1973.

