

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