

**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.

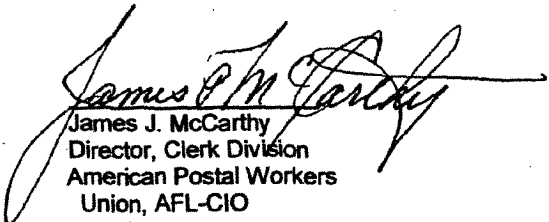
Mail Processing Clerk, Level 5, notice of duty assignments, when posted, will continue to contain information required in Article 37.3.E., which includes in #5:

"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

**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.

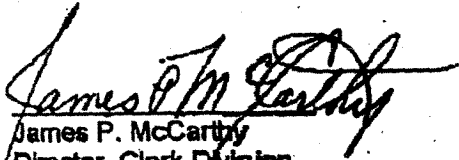
If the former duty assignment was Mail Processor and the principal assignment area was automation, the new duty assignment will be Mail Processing Clerk, Level 5, with automation as the principal assignment area. If the former duty assignment was Distribution Clerk, 030, the new duty assignment will 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

Mail Processing Clerk Questions & Answers

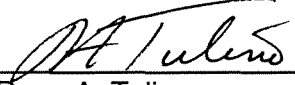
The following clarification is provided to Questions 3 and 4 of the May 9, 2002 Memorandum of Understanding (MOU) regarding the Mail Processing Clerk position.

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

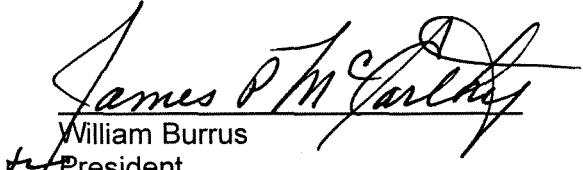
Yes, when moving Mail Processing Clerk employee(s) with the same skills out of their principal assignment area, they will be moved by juniority. Applying seniority in this manner is limited strictly to the provisions of the May 9, 2002 Memorandum of Understanding.

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

It means that when the employer determines a need to assign a Mail Processing Clerk employee or a number of Mail Processing Clerk employees from their principal assignment area in accordance with the May 9, 2002 MOU, the Mail Processing Clerk employees with the same skills are moved by juniority (with the noted exception in Question 1 of the May 9, 2002 questions). As an example, there are two Mail Processing Clerk employees with the same skills in their duty assignment and the same principal assignment area; management determines it needs one of these Mail Processing Clerk employees to work outside the principal assignment area. When moving the Mail Processing Clerk employee, management will take the junior Mail Processing Clerk employee with the skills. Again, applying seniority in this manner is limited to the terms of the May 9, 2002 MOU.



Doug A. Tulino
Manager
Labor Relations Policies and Programs



William Burrus
President
American Postal Workers
Union, AFL-CIO

Date: 6/5/02