

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the National Postal Mail Handlers Union ("NPMHU"), the American Postal Workers Union ("APWU"), and the United States Postal Service ("Postal Service"):

1. The APWU accepts the Postal Service's position on OCR Mail Preparation (Case H7C-3Q-C 16764). The Postal Service's position, as articulated on February 20, 1990, is as follows:

The basic function of cutting bundles, traying mail and otherwise preparing mail for the OCR operations is primary craft work of the mail handler craft and should be so assigned when such work meets the criteria of Regional Instruction 399.

However, such duties may properly be performed by mail processors assigned to the machine as part of the staffing currently outlined in Handbook PO-411. For example, such duties may properly be performed by the mail processors responsible for loading the ledge, if they are able to cut the bundles during that process. When an employee solely prepares mail and is not part of the regular rotation, the mail preparation function will be performed by mail handlers.

All open grievances and disputes involving this issue will be promptly resolved or otherwise processed in accordance with this paragraph and the principles of RI-399. All grievances held at the National level involving this issue will be promptly remanded to the Regional Dispute Resolution Committee ("RDRC") for prompt resolution.

2. The APWU accepts the Postal Service's position on MOD Scale System (Case H7C-NA-C 45). The Postal Service's position, as articulated on August 10, 1989, is as follows:

The transmitting of pertinent information into the MOD system (whether through an intercom or a Scale Work Station) is an integral part of weighing mail in accordance with Handbook F-53A 411.1, .11 which states in part; "In facilities where mail is weighed at each scale console and the employee transmits the information, . . .". Since neither the PSDS Data Technician or Mail handlers have a proprietary right to weighing the mail, our position is that neither has a proprietary right to the inputting of

data into the MOD Scale System. Any employee who weighs the mail has the duty to input (transmit) the information to the Scale Work Station.

All open grievances and disputes involving this issue will be promptly resolved or otherwise processed in accordance with this paragraph and the principles of RI-399. All grievances held at the National level involving this issue will be promptly remanded to the RDRC for prompt resolution.

3. After the signing of this MOU, the next dispute to be arbitrated at the National level shall be the one selected by the APWU from among the remaining disputes identified in Question and Answer # 1 in the October 21, 1992 document entitled "Q and A – RI-399 Dispute Resolution Procedures" ("Q&A #1"). These remaining disputes are: Containerization of trays/tubs (Case H7C-1G-C 15210); Containerization of ACDCS mail (Case H4C-3F-C 15342); SPBS (H7C-NA-C 69); and Presort.

4. At the conclusion of the dispute arbitrated pursuant to Paragraph 3, the NPMHU shall select the next dispute for arbitration at the National level from any dispute then pending before the NDRC.

5. At the conclusion of the dispute arbitrated pursuant to Paragraph 4, the next dispute for arbitration at the National level shall be the one selected by the APWU from among the remaining disputes identified in Q&A #1.

6. At the conclusion of the dispute arbitrated pursuant to Paragraph 5, the NPMHU shall select the next dispute for arbitration at the National level from any dispute then pending before the NDRC.

7. The parties shall proceed in the manner described in Paragraphs 3 through 6 until all disputes identified in Q&A #1 are resolved.

8. If there are no NPMHU-initiated disputes pending at the time the NPMHU is entitled to select a dispute under Paragraphs 4, 6, or 7, then the NPMHU's turn to select a dispute

to be arbitrated shall be passed over and the APWU will select the next case for arbitration at the National level.

9. Notwithstanding the identification of Presort as one of the remaining National-level disputes in Q&A #1, nothing in this MOU shall affect the issue of whether Presort is a pending National-level dispute. If this issue remains unresolved when the time to arbitrate Presort arrives, the issue shall be resolved in National level arbitration. By entering into this agreement, the parties take no position on whether there is in fact a national dispute on Presort.

10. Nothing in this MOU shall affect the issue of the order of scheduling disputes to be arbitrated at the National level once the disputes listed in Q&A #1 are resolved.

11. This MOU shall not be amended except by a writing signed by all of the parties hereto.

**AMERICAN POSTAL WORKERS UNION**

By James P. McCarthy  
James P. McCarthy  
Director, Clerk Division

Dated 6/4/07

**NATIONAL POSTAL MAIL HANDLERS UNION**

By William J. Flynn, Jr.  
William J. Flynn, Jr.  
National Dispute Resolution Committee

Dated 6/4/07

**UNITED STATES POSTAL SERVICE**

By Patrick M. Devine  
Patrick Devine  
National Dispute Resolution Committee

Dated 6/4/07