

Questions and Answers
Memorandum of Understanding
Reassignment Procedures,

Clerk Craft

The following Q & A's are being issued to provide direction and assistance to Area/District Labor Relations and APWU Local officials to ensure that field application of the reassignment and assignment modified processes is in compliance with the Memorandum of Understanding (MOU).

These Q & A's are the result of a cooperative effort with the APWU – it has been jointly developed and agreed to. Many of the questions we have received concerning interpretation of this MOU are addressed.

The parties agree that these Questions and Answers constitute the agreement of the parties as to the interpretation and the related application of the April 2 MOU. The parties also agree that any reference cited herein is for informational purposes only.

As always, we could not address every situation; so if you come across a circumstance not addressed in this Q & A document, feel free to contact your respective Area/Regional representatives.

Questions and Answers

1. Does this MOU apply to the Maintenance, Motor Vehicle or Carrier Crafts?

No. This MOU solely applies to the Clerk Craft.

2. Under what conditions can this MOU be used?

This MOU is to be used for excessing for Clerk Craft employees due to impacts from AFSM 100, FSM 1000 automation and TACS implementation. In addition, it will be used for assignments of unencumbered clerk craft employees normally appropriate under Article 37, Section 4.

3. Does this MOU replace Article 12 or Article 37?

No. This MOU supplements the present provisions contained within Article 12 and Article 37. However, if a conflict arises between the national agreement and this MOU, then this MOU's principles and processes will be followed.

4. Is this MOU intended to allow employees to "bump" other employees?

No. The contract does not allow "bumping". This MOU expands the area of impact to enable a more broad-based application of seniority.

5. What is the effective date of the MOU?

The MOU is effective as of April 2, 2001. It is not retroactive to any reassignments made up until April 2, 2001. The MOU is to be used as a supplement to Article 12 and Article 37. As such, the terms of MOU will not expire on a specific future date.

6. Please explain the use of the saved grade provisions contained in the MOU?

The new saved grade provides an employee with two years during which they will not be expected to bid or apply in order to maintain their saved grade. After the two year period and he/she is still in the saved grade as provided for in this MOU, employees are expected to bid or apply for all jobs in their former wage level for which they are qualified, or could become qualified by entering a scheme deferment period.

7. What does same level mean as used in the MOU?

The term same level used in the MOU refers to the same wage level, e.g., PS-4 – PS-5 – PS-6.

8. If I have saved grade and bid to a job in my former level, will I keep the saved grade for two years?

No. Once you bid to a job in your former level you lose the saved grade protection under the provisions of this MOU.

9. If a saved grade Level 6 employee in a Level 4 position bids on a level 5 position, does he/she lose the level 6 saved grade?

No. The requirement to retain saved grade is to bid or apply to former level positions. Bidding on a level position other than the former level does NOT forfeit the saved grade.

10. Can my supervisor make me bid to lower level jobs if I don't want to?

No. The decision to bid, and/or accept a lower level assignment is entirely voluntary. Each employee should make their choice based on their needs.

11. For purposes of sectional excessing, what will be the sections?

Sections will continue to be those as established by Article 30, Item 18 or Article 12.5.C.4.a. The parties at the local level may re-visit and re-negotiate this provision of their local agreement on a one-time basis only and only if both parties agree.

12. What is required in addition to the normal sectional excessing outlined in Article 12, Section 5.C.4?

Before reassignment outside the section as required in this section, management must identify the duty assignments within the section that will be abolished, reverted and/or changed (e.g., hours, days off). This identification shall be communicated to the local union in writing. After this written notification and discussion with the union, then the employees in the impacted section and level will receive written notice. Beginning with these communications, any employees in that level and section will be granted saved grade when they bid to lower level duty assignments.

13. What is the definition of a residual vacancy?

ITEM #4A

A residual vacancy is defined as a duty assignment that remains vacant after the completion of the voluntary bidding process and reassignment of unencumbered employees in accordance with this MOU and Article 37, Section 4. If the unencumbered employee(s) cannot be placed due to the 90-day bid restriction, then the vacancy can be considered a residual vacancy for a reassignment.

14. Under this MOU, who is considered an "impacted employee"?

Impacted Employees are those employees who are identified as excess to the needs of a section, craft and/or installation. These are the junior employees in the craft, level, status and section/installation who would otherwise be reassigned/assigned to other duty assignments/positions.

15. Who is considered a Preference Eligible?

Preference Eligibles are those employees who have acquired status as a veteran's preference eligible employee in accordance with the law.

16. What does "Qualified" mean for reassignment purposes?

Qualified – *For purposes reassignments, qualified is "minimally" qualified. This means a year of service and/or the entrance examination requirements or the MOU on Interlevel Bidding in the national agreement.*

17. What does "Qualified" mean for retaining saved grade after the two-year period?

Qualified – *For purposes of retaining saved grade status under this MOU, qualified means the employee has a live record in accordance with the contract or the qualification required for the position is attained solely through a scheme deferment period. An example would be everyone would be qualified to bid on a Manual Distribution Clerk position, Level 5, since the scheme knowledge is part of the duty assignment, not the position itself. Also, the employee must possess the appropriate license.*

18. In reviewing A. 3 b, It is noted that after two years employees will be expected to bid or apply for former level duty assignments for which they are qualified or may become qualified by entering a scheme deferment period. Does this mean that they have to bid for former level duty assignments that require a skill such as window clerk?

No, unless they have a live record on the particular skill.

19. When should the Union be notified and must there be an end date?

This MOU does not amend the notification or end dates, so the normal Article 12 and/or 37 notifications will still apply.

Section A.

20. To what extent must an employee be qualified to receive a reassignment?

An employee must be minimally qualified to receive a reassignment, in accordance with Article 12 and 37.

21. Who is expected to bid on posted positions/duty assignments?

Any employee in saved grade whose former level position is the same as the posted position/duty assignments and they are eligible and qualified in accordance with the MOU. For example, a former level 6 employee receiving saved grade in a level 4 position is expected to bid on those level 6 positions for which he is qualified. A former level 5 in level 4 is expected to bid on level 5 posted positions.

22. Section A 3 c, if three former level duty assignments are posted for bid and all the employees with saved grade bid and apply for only one of the former level duty assignment, have they met the criteria of being expected to bid or applied to their former level?

Yes.

23. Section A 3 c, If there are multiple former level duty assignments in the posting and only one saved grade employee who is expected to bid from the saved grade pool bids or applies, does the junior employee(s) lose saved grade and if so how many lose saved grade?

The junior employee(s) expected to bid will lose saved grade up to the difference in the number of duty assignments posted and the number of saved grade employees in the who didn't bid or apply.

24. What if there were 5 vacancies and 3 employees bid for all five vacancies?

The two junior employees in the saved grade pool will lose the saved grade.

25. What if there were 5 vacancies and only one employee bids all five vacancies, what would be the result (saved grade)?

The four junior employees in the saved grade pool will lose saved grade.

34. Section B1, B1 states "An impacted employee may voluntary accept a reassignment to a withheld same or lower level duty assignment in other crafts". Can an impacted employee volunteer to accept reassignment to a residual that has not been withheld?

NO.

35. For reassignments to the Letter Carrier Craft, what are the appropriate same or lower levels?

For reassignments to the Letter Carrier Craft, the Clerk Craft level 6 employees would be comparable to the City Carrier level CC-1.

36. Does the requirement to return an employee who is reassigned to another craft upon the occurrence of the first residual vacancy in the clerk craft apply to impacted employees voluntarily accepting reassignment to a same level assignment in another craft and/or to employees involuntarily reassigned to same level assignments?

Yes.

37. Since the clerk reassigned to another craft returns to the "first residual vacancy", do they retain his/her saved grade if returned to a lower level than his/her former level?

Yes.

38. Since the clerk reassigned to another installation has retreat rights to the installation, do they retain his/her saved grade if returned to a lower level than his/her former level?

Yes. However, if he/she refuses the retreat right, he/she loses the saved grade.

39. How do Full Time Flexibles fit into the reassignment process under the MOU?

It they are working in a section, they are first to go before excessing of FTR. In addition, FTFs are considered unencumbered employees so they can be assigned in accordance with Article 37, Section 4 and Section C of the MOU.

40. Once an employee's bid is abolished, can you give them a work schedule consistent with management's needs?

This MOU does not amend management rights with regard to assigning employee work schedules after abolishment of a duty assignment.

41. When an employee is placed in a lower level position, do they have retreat rights?

Yes, retreat rights are back to a section or installation and to the level from which reassigned.

42. When an employee is placed in a lower level position to accommodate an excessed senior employee or preference eligible, does he/she have retreat rights to the level?

If placed in a lower level position due to placement of an excessed senior employee or preference eligible, he/she will have retreat rights to the former duty assignment/position on a one-time basis if it gets posted. If they refuse the retreat rights, they lose saved grade protection.

43. Can an employee elect to be assigned in accordance with the MOU to a position outside the installation at any time during the Union notification?

No. An employee can elect to be assigned in accordance with the MOU when management determines the excessing is necessary and offers the election.

44. For employees being reassigned out of the section or installation at what point do you advise of the right to retreat?

This is done at the time they are notified in writing that they are excess.

45. Do impacted employees including preference eligible still have the option of reverting to Part Time Flexible status in lieu of being reassigned to the gaining installation?

Yes. This right was not amended by this MOU.

46. Do you vacate the junior non-preference eligible in a gaining installation from his/her duty assignment in order to place the excess preference eligible into the same level duty assignment?

Yes, unless the preference eligible accepts the reassignment to the lower level reassignment.

Section C

47. Does the last sentence in C.1 apply to non-preference eligible and preference eligible?

Yes.

48. C1 advises that once an (unencumbered) employee is assigned and notified in writing of an assignment, saved grade under Section A 3 of the MOU is no longer available. If an unencumbered employee no longer is entitled to the (saved grade) option under Section A 3 of the MOU, is the employee entitled to saved grade under Article 37. 4. C.2?

Yes.

49. This section states that those who became unencumbered for ANY REASON OTHER THAN MAXIMIZATION. Does this mean that for application of this section, it is not necessary for the unencumbered to have been impacted by AFSM 100, TACS or FSM 1000 automation?

Yes. This section for placement of unencumbered employees does NOT have to be a direct result of AFSM 100, TACS or FSM 1000 automation. Unencumbered employees are placed in accordance with this section regardless of the cause of them becoming unencumbered, with the only exception being if it was due to maximization.

50. So does this expand the memo beyond the three identified events?

Yes, but only for placement of unencumbered employees.

General Principles

51. Does the general principle regarding application of Article 12.5.A. 1 through 6 & 8 apply regardless of the specific event?

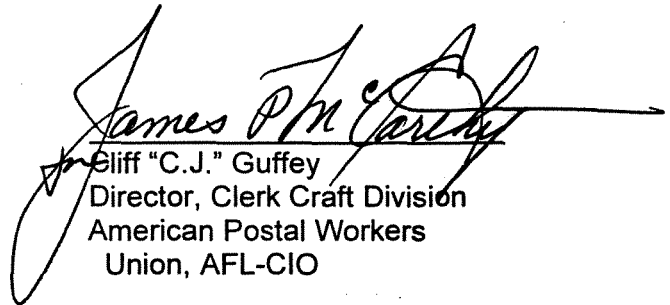
No. Article 12, Section 5.A.1 through 6 & 8 apply only as it relates to the AFSM 100, TACS and FSM 1000 automation initiatives.

52. What happens if a dispute arises over the application of the MOU? Should it be handled like a regular grievance?

Any disputes arising directly as a result of the application of the MOU will not be entered into the grievance process. All disputes of this nature should be forwarded to Headquarters for review and disposition.



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Date: 4/18/2001

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

**Re: Reassignment Procedures, Clerk Craft
AFSM 100, TACS & FSM 1000**

The parties agree that it continues to be necessary to reassign clerk craft employees due to recent and future deployment of automation. Specifically, the Postal Service has begun and will continue deployment of the Automated Flat Sorter Machines (AFSM 100), the Time And Attendance Collection System (TACS), and the automation of the Flat Sorter Machine 1000 (FSM 1000).

The following procedures will apply when it is necessary to reassign clerk craft employees in accordance with the procedures of Article 12, and/or when unencumbered employees are assigned to duty assignments according to the procedures of Article 37, Section 4 due to impacts of the automation initiatives listed above.

Unless specifically provided for in this Memorandum of Understanding (MOU), provisions of Articles 12 and 37 will apply. If a conflict arises between this MOU and Article 12 or 37 of the National Agreement, this MOU will be followed, unless subsequent changes are mutually agreed to by the parties.

**A. REASSIGNMENT WITHIN AN INSTALLATION OF EMPLOYEES EXCESS TO THE
NEEDS OF A SECTION**

When reassigning full time or part-time regular employees out of a section:

1. The Postal Service will identify the duty assignments that will be abolished, reverted, and/or changed. The Postal Service will identify the impacted employees by level and status who need to be reassigned from a section
2. Beginning with employee and local union notification of the reassignments, any employees in the same level, section, and status, up to the number of employees identified above, who bid out of the section will receive retreat rights back to the section.
3. Beginning with the above referenced notification, any employees in the same level, section, and status, up to the number of employees identified above, who bid to a lower level duty assignment will receive saved grade as follows:
 - a. Employees who receive saved grade under this MOU will not be required to bid or apply for vacancies in their former wage level for a period of two years from the time they occupy the lower level duty assignment.
 - b. After the two-year period, employees will be expected to bid or apply to former level duty assignments for which they are qualified or may become qualified by entering a scheme deferment period.

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- c. If no employee in the saved grade status bids or applies to the former level duty assignments, the junior employee(s) in the saved grade status will have their saved grade taken away.
 - d. An employee in saved grade status who bids or applies for a former wage level duty assignment and is declared the senior bidder but fails to qualify, will lose saved grade protection. No more than one employee in the saved grade status group will have saved grade taken away for each former level duty assignment posted.
4. If the above bidding does not result in the necessary number of employee reductions in the section and it becomes necessary to involuntarily reassign a number of junior employees out of the section:
- a. If there are sufficient same level vacancies, the appropriate number of junior employees will be reassigned from the section into those same level residual vacancies.
 - b. If one or more of the employees identified to be reassigned out of a section cannot be reassigned to a same level duty assignment, they will, in seniority order, be given an opportunity to voluntarily accept reassignments to available lower level duty assignments.
 - c. If an employee voluntarily accepts a reassignment to a lower level duty assignment, he/she will be given saved grade in accordance with Section A.3 above and receive retreat rights back to the section in accordance with A.2 above.
 - d. If this does not result in all of the impacted employees being placed, the most junior non-preference eligible clerk craft employees in the same level and status in the installation, up to the number of employees not placed, will be reassigned to available lower level vacancies.
 - e. The remaining impacted employees will then be assigned to the duty assignments previously occupied by those junior non-preference eligible employees.
 - f. Those non preference eligible employees reassigned to lower level duty assignments under d. above shall receive saved grade in accordance with Section A.3 above.

B. REDUCTION IN THE NUMBER OF EMPLOYEES IN AN INSTALLATION OTHER THAN BY ATTRITION

1. Reassignment of full time or part-time regular employees when there are a sufficient number of residual vacancies within the installation to place all impacted employees:
 - a. The Postal Service will identify the number of clerk craft employees excess to the needs of the craft by level and status and notify the union and employees which duty assignments will be abolished, changed, and/or reverted

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1. The Postal Service will begin withholding same and lower level duty assignments in all crafts in the installation and in other identified installations, up to the number of Impacted clerk craft employees identified above, for placement.
 2. Beginning with the above referenced notification to the union(s), employees in the impacted level and status, up to the number of impacted employees identified above, who bid to a lower level duty assignment will receive saved grade in accordance with Section A.3 above.
- b. If the above bidding does not result in the necessary number of employee reductions in the level and status in the installation and it becomes necessary to involuntarily reassign employees out of the craft.
1. An impacted employee may voluntarily accept a reassignment to a withheld same or lower level duty assignment in other crafts. If an impacted employee accepts reassignment to a lower level duty assignment, he/she will be given saved grade in accordance with Section A.3 above.
 2. If this voluntary reassignment process does not result in the necessary reduction in the craft and level in the installation, all impacted employees will be involuntarily reassigned to same level vacancies in other crafts.
 3. If there is a limited number of same level vacancies in other crafts within the installation, impacted preference eligible employees will be reassigned first into those same level vacancies to other crafts within the installation.
 4. If there are sufficient same level vacancies to reassign all impacted preference eligible employees and some of the impacted non-preference employees to other crafts within the installation, the appropriate number of impacted non-preference eligible employees will be included with all impacted preference eligible employees. This group of employees will then be involuntarily reassigned to same level vacancies to other crafts within the installation based on their seniority and in accordance with Article 12.
 5. If this does not result in all of the impacted preference eligible employees being placed in same level duty assignments, the most junior non-preference eligible clerk craft employees in the same level and status in the installation, up to the number of impacted preference eligible employees not yet placed and the remaining number of impacted non-preference eligible employees, shall be reassigned to the lower level vacancies in other crafts in accordance with Article 12.
 6. The impacted preference eligible employees not placed will then be reassigned to those same level duty assignments previously occupied by the most junior non-preference eligible employees in the installation.
 7. Those employees reassigned to lower level duty assignments under 5 above shall receive saved grade in accordance with Section A.3 above, and shall be returned to the first residual vacancy that occurs in the clerk craft.

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2. Reassignment of full-time or part-time regular employees when there is an insufficient number of residual vacancies within the installation to place all impacted employees:
- a. If there is not a sufficient number of residual vacancies in the installation to place all impacted employees, the Postal Service will identify the clerk craft employees who are excess to the needs of the craft and installation by level and status and notify the union and employees.
 - b. Beginning with the above referenced notification, employees in the impacted level and status, up to the number of employees identified above, who bid to a lower level duty assignment in the installation will receive saved grade in accordance with Section A.3 above.
 - c. An impacted employee may voluntarily accept a reassignment to a withheld same or lower level duty assignment in other crafts or another installation. If an impacted employee accepts reassignment to a lower level duty assignment, he/she will be given saved grade in accordance with Section A.3 above.
 - d. Employees in the impacted level and status, up to the number of employees identified above, may voluntarily accept reassignment to a withheld same or lower level duty assignment in another installation. If an employee accepts a reassignment to a withheld lower level duty assignment in another installation, he/she will receive saved grade in accordance with Section A.3 above.
 - e. If the above voluntary selection process does not result in the required number of employee reductions and it becomes necessary to involuntarily reassign employees outside the craft and installation:
 1. Impacted employees shall be involuntarily reassigned to same level vacancies in other crafts within the installation and to same level vacancies in other installation(s) in accordance with Article 12.
 2. If there is a limited number of same level vacancies within the installation and in other installations, impacted preference eligible employees will be reassigned first into those same level vacancies in other crafts within the installation and to other installation(s).
 3. If there are sufficient vacancies to reassign all impacted preference eligible employees and some of the impacted non-preference employees to other crafts within the installation and to other installation(s), the appropriate number of impacted non-preference eligible employees will be included with all impacted preference eligible employees. This group of employees will then be involuntarily reassigned to same level vacancies within and outside the installation based on their seniority and in accordance with Article 12.
 4. If this does not result in all impacted preference eligible employees being reassigned to same level duty assignments and they would otherwise be subject to reassignment to lower level vacancies in other crafts in the installation, the most junior non-preference eligible same level and status clerk craft employees, up to the number of impacted preference eligibles not placed in the installation(s), shall be reassigned to the lower level vacancies in the other craft.
 5. The impacted preference eligible employees not placed will then be reassigned to that same level duty assignment previously occupied by those junior non-preference eligible employees.

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3. If this does not result in all impacted preference eligible employees being reassigned to same level duty assignments and they would otherwise be subject to reassignment to lower level vacancies in another installation(s), the most junior non-preference eligible same level and status clerk craft employees in the other installation(s), up to the number of impacted preference eligibles not placed, shall be reassigned to the lower level vacancies in the other installation(s).
7. The impacted preference eligible employees not placed will then be reassigned to that same level duty assignment previously occupied by those non-preference eligible employees.
8. After placement of the impacted preference eligible employees, the remaining non-preference eligible impacted employees will be placed in accordance with Article 12 to the available lower level vacancies in other crafts or installation(s), as appropriate.
9. Those employees reassigned to lower level duty assignments under 4 or 6 above shall receive saved grade in accordance with Section A.3 above, and shall be returned to the first residual vacancy that occurs in the clerk craft.

C. UNENCUMBERED EMPLOYEES

When assigning unencumbered employees under Article 37, Section 4:

1. Any unencumbered employe(e)s who became unencumbered for any reason other than maximization, will receive saved grade in accordance with Section A.3 above, if he/she voluntarily bids to a lower level duty assignment(s) prior to or during the involuntary assignments. Once an employee is assigned and notified in writing of an assignment, this option will no longer be available.
2. If there are sufficient same or higher level vacancies, unencumbered employees shall be involuntarily assigned to same or higher level vacancies in accordance with Article 37, Section 4.
3. If there are insufficient same or higher level vacancies to accommodate assignment of all unencumbered employees, preference eligible employees will be placed first into the same or higher level vacancies in accordance with Article 37, Section 4.C.1.
4. After placement of the unencumbered preference eligible employees, non-preference eligible unencumbered employees will be placed in accordance with Article 37, Section 4.C.1.
5. If an unencumbered preference eligible employee is reached when assigning employees to lower level duty assignments in accordance with Article 37, Section 4.C.2:
 - a. The most junior non-preference eligible same level clerk craft employee in the installation shall be reassigned to the lower level vacancy.
 - b. The unencumbered preference eligible employee will then be assigned to the duty assignment previously occupied by that junior non-preference eligible employee.


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- c. Any employee reassigned to a lower level duty assignment under a. above shall receive saved grade in accordance with Section A.3 above.


D. GENERAL PRINCIPLES:

1. The principles and processes described above will be utilized by the parties in all other reassignment circumstances contained in Article 12, Section 5.A.1 through 5, and 8.

This agreement shall be without precedent as to any other dispute now pending or to arise in the future between and among these parties and cannot be cited by either party in any forum for purposes other than enforcing or interpreting the provisions contained herein.



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Date: 4-2-2001