

**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.

- 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.

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.

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.

6. 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 employee(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.

- 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 6, 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