

ARTICLE 12 PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

Article 12.1.A

PROBATIONARY EMPLOYEES

Article 12.1 provides that employees separated during the probationary period do not have access to the grievance procedure concerning their separation, including challenges on the grounds of noncompliance with Section 365.32 of the Employee and Labor Relations Manual (ELM.) A dispute over whether the action separating an employee occurred during his/her probationary period is subject to the grievance-arbitration procedure, because separation during the probationary period is a precondition to the applicability of Article 12.1.A.

Employees who were serving their probationary period at the time of entry into active duty in the military service and who meet the probationary time period while serving on active duty are considered as having met the probationary time.

Employees do not have seniority during their probationary period. Once the probationary period is completed, an employee's seniority is computed from the date of employment. When an employee is separated from the Postal Service and later rehired, the employee must serve a new probationary period.

Article 12.1.B

FALSIFICATION OF EMPLOYMENT APPLICATION

Article 12.1.B provides that the falsification of an employment application may be used as a reason for discharge, even if the falsification is not discovered during the probationary period.

However, this rule does not change the Article 16, Section 1 requirement that non-probationary employees may only be disciplined for "just cause."

Article 12.2

SENIORITY – RETURN TO THE BARGAINING UNIT

The seniority for an employee who left the bargaining unit on or after November 20, 1994 and returned to the same craft and installation is as follows:

- An employee that left for a position outside the Postal Service would begin a new period of seniority.
- An employee that left the bargaining unit for a non-bargaining unit position and returned to the craft within a year would regain the seniority the employee had in the craft without credit for the time spent in the non-bargaining unit position.
- An employee that returned after a year would begin a new period of seniority.

An employee who left the bargaining unit during the period from July 21, 1973 to November 19, 1994 and returned to the same craft shall have seniority as specified in the 1990-1994 National Agreement. Seniority will be established as follows:

- An employee returning from a position outside the Postal Service would begin a new period of seniority.
- An employee returning from a non-bargaining unit position after two years would begin a new period of seniority.
- An employee returning from a non-bargaining unit position within two years would regain the seniority the employee had in the craft without credit for the time spent in the non-bargaining unit position.

An employee who left the bargaining unit before July 21, 1973 and returns to the same craft shall have seniority as specified in the 1971-1973 National Agreement. Seniority will be established as follows:

- An employee that returns from a position outside the Postal Service begins a new period of seniority.
- An employee that returned to the craft would regain the seniority the employee had in the craft without credit for the time spent outside the craft.

Article 12.2.B, 12.2.C, and 12.2.D provide rules which govern the seniority for employees who left the bargaining unit and later returned to the same craft. In each circumstance an employee that left the bargaining unit for a position outside the Postal Service begins a new period of seniority.

- Section 12.2.B has a one year time frame and an employee returning within a year regains the seniority the employee had without credit for the time spent out of the craft. An employee gone more than a year begins a new period of seniority.
- Section 12.2.C has no time frame and an employee that left the bargaining unit prior to July 21, 1973 regains the seniority the employee had when he/she left regardless of how long the employee was gone.
- Section 12.2.D has a time frame of two years and an employee that returns within two years regains the seniority the employee had without credit for the time he/she was gone. An employee that returns after two years begins a new period of seniority.

SENIORITY - RETURN AFTER ONE YEAR

An employee who left the craft and/or installation and returns to the same craft and/or installation will begin a new period of seniority if gone more than one year.

An employee that returns in less than a year regains the seniority he/she had within the craft without credit for the time the employee was gone.

There is an exception to the above rule in the motor vehicle (Article 39) and material support crafts (Article 41). Where there are inconsistencies concerning seniority between Article 12 and the appropriate craft article, the craft article prevails.

PART-TIME FLEXIBLE EMPLOYEES

The reassignment of a supervisor to the bargaining unit, who has not retained his or her seniority to full-time regular status, violates the seniority right of part-time flexible employees waiting to be converted.

Article 12.3

BIDDING LIMITATIONS

An employee may be designated a successful bidder no more than five times during the duration of this agreement, unless such bid is covered by one of the **four** exceptions listed in Article 12.3.A.1 through Article 12.3.A.4.

The bidding exceptions listed in Article 12, Section 3, are to be applied from the first bid.

Examples of the bid limit exception for bids which do “not require a deferment period or additional off-site training” are:

- 1. The employee bids to a duty assignment for which the employee is currently qualified; or**
- 2. The employee bids to a duty assignment for which the employee has a live record.**

Bids will only be counted if the employee is required to enter a deferment period or receive additional off-site training for qualification.

Article 12.4

REASSIGNMENT – GENERAL PRINCIPLES

Article 12.4 establishes the following reassignment rules:

- The dislocation and inconvenience to bargaining unit employees be kept to a minimum.
- Reassignments will be made in accordance with Article 12.4 and 12.5.
- Where a major relocation of employees is planned, the parties must meet at the national level at least 90 days in advance of implementation of the plan.
- The Postal Service will provide the APWU information at the national level regarding consolidating postal installations, when those consolidations result in a major relocation of employees.
- Meetings with the union at the area/regional level are required no less than 90 days (six months if possible) in advance of any anticipated reassignments from an installation under Article 12. In such case, the union will be advised of the following:
 1. The anticipated impact, by craft.

2. The installations with available residual vacancies for the employees to be reassigned.
3. When a new installation is involved, the new installation's anticipated complement by tour and craft.

The above information must be updated periodically and provided to the union at the area/regional level.

PROPOSED EXCESSING

Field managers and/or supervisors should not discuss with bargaining unit employees proposed excessing outside the craft or installation until the area/regional parties have held their discussions. This should prevent employees from receiving erroneous information from management or the union, and control the appropriate flow of information.

Article 12.4.B

AREA/REGIONAL NOTIFICATION

The union at the area/regional level will be given notice when technological, mechanization or operational changes impact the bargaining unit no less than 90 days in advance, (six months in advance whenever possible). This notice shall be in the form of an *Impact/Work Hour Report*.

Involuntary reassigning bargaining unit employees outside their craft/installation requires an area/regional labor management meeting. It is in the interest of both parties to meet as soon as practicable and to develop an ongoing flow of communications to insure that the principles of Article 12 (reassignment) are met. The first area/regional labor management meeting must be held no less than 90 days prior to the involuntary reassignment.

STUDIES/REPORTS

If a study/report (Function 4, BPI, etc.) results in the reassignment of employees outside the craft/installation, a copy of the appropriate study/report will be provided to both the local and regional union and a meeting will take place at the area/regional level. If local management chooses to make operational changes based on the results of a study/report, local management will notify and meet with the local union to discuss any proposed changes and share supporting documentation, including a copy of the report.

Article 12.5.B

IDENTIFICATION OF EMPLOYEES FOR EXCESSING

Clerk craft employees holding senior qualified duty assignments are identified for excessing based on their craft, pay level, status (FTR, PTF) and seniority. Clerks holding best qualified duty assignments are identified for excessing based on their seniority in their best qualified position title. Maintenance craft employees are identified for excessing based on their installation seniority and occupational group.

Motor Vehicle craft employees are identified for excessing by their craft seniority and position designation.

Full-time regular, Part-time regular and Part-time flexible employees are each excessed within their separate categories.

For purposes of future excessing, the level of an employee receiving saved grade after being excessed into a lower pay level duty assignment is the level of the employee's present duty assignment as indicated on the employee's PS Form 50.

WITHHOLDING OF RESIDUAL VACANCIES

The Postal Service will provide the APWU Regional Coordinator with a notice of intent to withhold residual vacancies in which to place impacted employees.

A residual vacancy is a duty assignment that goes unbid, and remains after assignment of unencumbered/unassigned employees and activation of retreat rights, including Clerk Craft bidding pursuant to Part 7 of the MOU Re: Transfer Opportunities to Minimize Excessing. When a duty assignment is identified as residual, the local manager will give the local union president a written notice that the duty assignment is being withheld pursuant to Article 12.

Following Regional notification, the parties will meet at the Regional/Area level to discuss the excessing event. At this meeting, the Employer will provide a listing of the residual vacancies for the excessing event.

After notification to the union at the area/regional level, residual vacancies **may be** withheld at the same or lower level in all crafts in the affected installation, and residual vacancies at the same or lower level in surrounding installations. Residual vacancies in other crafts at the same or lower level in the losing/surrounding installations may also be withheld for the involuntary reassignment of employees identified as excess to the needs of the installation to which assigned.

SELECTION OF WITHHELD FULL-TIME REGULAR CLERK CRAFT DUTY ASSIGNMENTS BY CLERK CRAFT EMPLOYEES IMPACTED BY ARTICLE 12

Impacted employees will use their seniority to select a withheld duty assignment for which they meet the minimum qualification(s). Minimum qualifications are usually the requisite entrance examination, a driving license (including a Commercial Driving License [CDL] where necessary), an experience requirement, or a demonstration of a skill (e.g., typing). Employees will be given a minimum of ten (10) work days in which to make their selections. The minimum qualifications for a particular position are determined by the qualification standards.

Subject to the specific exceptions noted herein, an impacted employee may be placed into a withheld duty assignment in the same or lower pay levels. An APWU represented employee impacted by a REC closing, may be placed in a higher pay level withheld duty assignment in APWU represented crafts per the parties' agreement.

The pay level for placement of an impacted Clerk Craft employee receiving saved grade is the pay level the employee is presently being paid. That is the saved grade pay level. For example, a Mail Processing Clerk, PS-6 receiving saved grade PS-7, may be placed into withheld duty assignments from PS-7 and its equivalent or lower (*Clerk Craft only*).

When excessing from multiple pay levels, affected employees including senior volunteers in lieu of impacted employees, regardless of pay level, by category (FTR, PTF or Best Qualified), will select from available withheld residual vacancies in seniority order. **Clerks from multiple pay levels are placed into a combined group of impacted and volunteers in lieu of impacted employees. They will make their selection from available vacancies by their Clerk Craft seniority without regard to their pay level.**

If employees are being excessed from more than one installation within a close geographic area at the same time, the impacted installations will be merged together for selection purposes and employees will make their selection by seniority. The USPS Area office will discuss with the APWU Regional Coordinator before the selection begins.

WITHHOLDING OF CLERK CRAFT PTF VACANCIES

Article 12 allows the Postal Service to withhold PTF vacancies when excessing PTFs or when discontinuing an independent installation.

WITHHOLDING OF RESIDUAL MVS VACANCIES

There must be an impacted employee who meets the minimum qualifications, before a residual vacancy can be withheld in the motor vehicle craft.

WITHHOLDING OF RESIDUAL MAINTENANCE VACANCIES

Maintenance craft residual duty assignments PS-5 and above will only be withheld if an identified impacted employee meets the minimum qualifications for that withheld duty assignment.

NUMBER OF WITHHELD POSITIONS (DUTY ASSIGNMENTS)

A sufficient number of residual duty assignments will be withheld to place impacted employees. Management may not withhold more positions than are reasonably necessary to accommodate any planned excessing. Article 12.5.B.2 authorizes management to withhold “sufficient ... positions within the area for employees who may be involuntarily reassigned.” The geographic area within which residual vacancies will be withheld will depend on the number of employees being excessed, residual vacancies available in other crafts within the installation, and the attrition rate.

Management shall identify duty assignments within the appropriate radius held by Postal Support Employees (PSEs) which shall be made available for the reassignment of excessing career employees.

The Postal Service may substitute residual duty assignments to the withheld pool that are closer to the impacted office, or residual duty assignments within the same craft. The Postal Service will release residual withheld duty assignments not needed. These

withheld duty assignments will be released for PTR bidding, PTF preference, or transfers where applicable.

The length of time residual vacancies may be withheld should be based on projected impact, attrition, and the scheduled date the event is to occur. There are no "blanket rules" that determine whether management is withholding an excessive number of positions, or withholding positions for an excessive period of time. Rather, each situation must be examined separately based upon local fact circumstances.

Generally, determining the number of positions to withhold involves:

- Calculating the number of positions that will be reduced, the length of time over which the reductions will occur, and then determining whether the reductions will occur faster than can be accommodated by attrition.
- Withholding positions for excessing is justified when positions in the losing craft or installation must be reduced faster than can be accomplished through normal attrition.
- Projections of anticipated attrition must take into account local historical attrition data.
- Accurate projections require an examination of the local fact circumstances, rather than the application of a national average attrition rate.
- Quarterly reports of all attrition totals will be provided to the APWU Regional Coordinator by area office.
- **All attrition from duty assignments for which impacted employees are minimally qualified within the craft and installation regardless of level (and not limited to the impacted work location) will be counted after the Area notification to the Regional Coordinator including the exchange of the Automated Impact Report (AIR). In addition, all attrition created by the eReassign 21 day posting process that occurs after Area notification to reduce the impact in the losing installation will also be counted.**

REASSIGNMENT OF EMPLOYEE(S) TO WITHHELD VACANCIES OUTSIDE OF THE EMPLOYEE'S PRESENT INSTALLATION

When the reassignment of employee(s) represented by the APWU is to withheld vacancies outside of the employee's present installation, the date on which the reassignment will occur will be the same for all impacted employees within the same Postal Area in which the excessing is occurring. Excessing of APWU employees within the same Postal Area cannot occur more than once in any three (3) calendar month period, except by mutual agreement of the parties.

The "moving day" is a rolling date. When a "moving day" occurs anywhere within a Postal Area, there may not be another "moving day" within that Postal Area until a three month period has elapsed, e.g., if the Move Date is March 10, the next Move Date cannot be before June 10.

POST EXCESSING NOTIFICATION

Within seven days of the completion of an individual excessing event, the area office will provide the Regional Coordinator with written notice detailing:

- The date that the excessing event was finalized.
- How the reduction was accomplished (e.g. attrition, excessing.)
- The name of employees (if any) who were excessed, the date of excessing, the office to which each employee was reassigned, each employee's seniority date upon reassignment, and whether the reassignment was voluntary.
- A copy of the withholding cancellation for the excessing event.

EXCESS WITHHELD VACANCIES

The Postal Service will not withhold more residual vacancies than are necessary to place all impacted employees. The Postal Service may substitute residual duty assignments to the withheld pool that are closer to the impacted office, or residual duty assignments within the same craft. The Postal Service will release residual duty assignments not needed.

Normally, a duty assignment, once it has been posted for bid, will be filled. There may be, on occasion, exceptions wherein the Postal Service may leave vacant a duty assignment after it has been posted and no bids were received or there were no successful bidders. However, these exceptions must be operationally justified, and will be limited to changes such as those occurring through mechanization and technological changes, transportation changes, etc.

In the Clerk Craft, previously withheld residual vacancies may only be considered for reversion when operationally justified because of significant operational changes, transportation changes, technological and mechanization changes, etc., through application of an alternative dispute resolution process which includes the following:

- Prior to management taking any action to revert a withheld residual vacancy, the appropriate Area Labor Relations manager, or designee, will contact the APWU Regional Coordinator or designee for discussions related to that duty assignment.
- The parties will discuss the rationale presented by management in regard to their operational justification for the reversion of the withheld residual vacancy. The Union will provide the employer with input related to the matter.
- If there is an acknowledgement between the parties that the withheld residual vacancy is operationally justified, the residual vacancy will remain on the list.

- If there is an acknowledgement between the parties that the residual vacancy is no longer operationally justified, the employer will notify the APWU in writing that the residual vacancy is reverted with the reasons for the reversion(s).
- If there is a disagreement between the parties in regard to the continuing need for the withheld residual vacancy, the employer will notify the APWU in writing at the Regional and Local levels that the residual vacancy is reverted. The APWU may appeal this determination along with their contentions via the alternative dispute resolution process to the USPS Manager of Strategic Compliment Reassignment and the APWU Clerk Craft Director.
- These parties will meet and discuss their respective contentions relative to the reversion. If there is an acknowledgement between the parties that the duty assignment is operationally justified, the residual vacancy will remain on the list.
- If there is a disagreement between the parties in regard to the continuing need for the withheld residual vacancy, the employer will notify the APWU Regional Coordinator in writing that the duty assignment is reverted and then APWU may appeal that determination directly to Regional Regular Panel Arbitration.

PART-TIME FLEXIBLE CONVERSION

Once management has determined that withholding is necessary, part-time flexible employees should not be converted to full-time regular status and placed in residual vacancies within the area of withholding until management has withheld sufficient residual vacancies.

When a full-time assignment is being withheld in accordance with Article 12, the subsequent backfilling of the assignment will not count towards the time considered for maximizing full-time duty assignments. However, part-time flexible employees are to be converted to full-time (pursuant to the Memorandum of Understanding regarding Maximization/Full-time Flexible), provided the work being performed to qualify for maximization is not being performed on an assignment(s) being withheld.

PTF's must be working in withheld positions for their hours to be excluded for purposes of maximization.

Article 12.5.B

EMPLOYEE NOTIFICATION

Affected regular work force employees are entitled to an advance notice before making involuntary details or reassignments from one installation to another. The language relative to the **advance** notice, "if possible," is not intended to be permissive, but is a requirement. If it is at all possible to provide notice **as described below**, then management must do so. When the employee is provided the **advance** notification, the

APWU local president will be notified and a copy of the subsequent reassignment letter given to the employee(s) will be sent to the APWU local president at both the gaining and losing installations.

- **If the radius of the excessing event exceeds 50 miles, the parties will agree on a timeframe for the offering and awarding of the residual vacancies. This agreed-upon process is to provide the impacted employee(s) at least 60 days written notice of the awarded duty assignment prior to the reporting date, unless the parties agree to a lesser period.**
- **If the radius of the excessing event is within 50 miles, the parties will agree on a timeframe for the offering and awarding of the residual vacancies. This agreed-upon process is to provide the impacted employee(s) at least 30 days written notice of the awarded duty assignment prior to the reporting date, unless the parties agree to a lesser period.**

When excessing from the installation, the Postal Service will provide a minimum of 60 days general advance notice to the potentially impacted employees and a minimum of 30 days specific advance notice to the impacted employees that will include the identification of their placement selection and the report date. If the excessing is outside the installation and within 50 miles, the impacted employee will be provided at least a 30 day written notice of the awarded duty assignment prior to the moving date, unless the parties agree to a shorter period.

RELOCATION EXPENSES

When involuntary reassignments are made, the affected employees are entitled to receive moving, mileage, per diem, and reimbursement for movement of household goods, as appropriate, if legally payable **(including the 50-mile rule as defined by IRS regulations)** pursuant to **applicable USPS Handbooks and Manuals**. For relocation expenses, an employee who volunteers to be excessed in lieu of a junior employee is treated the same as an involuntarily reassigned employee. **Employees should check with their district relocation coordinator to determine eligibility. When employees who received relocation benefits are offered retreat rights they do not receive relocation benefits on the move back. In addition, any employee who received relocation benefits and is offered retreat rights need not reimburse the Postal Service for relocation benefits received on the move out.**

COMPARATIVE WORK HOUR REPORT

This report no longer has to be requested by the Union. When employees are excessed out of their craft or installation, the Union at the regional level shall be provided with a comparative work hour report of the losing craft or installation forty-five (45) days, whenever possible, after the excessing of any APWU represented employee outside either their craft or their installation. The report provides a listing of all work hours used on a daily basis in the affected craft for the period of thirty days before and thirty days after the reassignments. If the report does not indicate that conditions warranted the reassignments, the retreat rights of the affected

employees shall be activated. If the retreat rights are denied, the employees have the right to initiate a grievance pursuant to Article 15.

IMPACT/WORK HOUR REPORT

The *Impact/Work Hour Report* is to be supplied to the union at the area/regional level. Whenever changes occur in the original *Impact/Work Hour Report*, the union at the area/regional level will be provided an updated *Impact/Work Hour Report*.

MINIMIZING IMPACT

In order to minimize the impact on employees (FTR, PTR, PTF), **all Postal Support Employees (PSEs)** working in the affected craft and installation will be separated to the extent possible prior to making involuntary reassignments. **When the excessing event is at a Level 20 or below post office**, to the extent possible, part-time flexible employee hours will be reduced. There is an obligation to separate PSEs if doing so would yield sufficient hours for a regular duty assignment, **either NTFT or traditional**: that is, eight hours within nine or ten hours, five days during a service week.

In addition, management shall identify duty assignments within the appropriate radius held by Postal Support Employees (PSEs) which shall be made available for the reassignment of excessed career employees. In addition to those residual duty assignments into which PSEs have opted to occupy, the parties shall identify the existence of any other duty assignments within the withholding area occupied by PSEs in order to minimize the impact of excessing on full-time career employees (FTR, PTR, PTF) in the regular work force.

LIGHT AND LIMITED DUTY EMPLOYEES

The following rules apply to the circumstances described below when excessing (from a section or craft/installation) pursuant to Article 12:

- An employee in a light/limited duty status **who occupies a duty assignment** will be excessed in the same way that employees in a full duty status are excessed, based on the pay level of the duty assignment that they hold and their seniority **and status**. They will receive reasonable accommodation if necessary in their new duty assignment and or installation.
- When excessing occurs in a craft, either within the installation or to another installation, the sole criteria for selecting the employees to be excessed is seniority. Whether an employee in the affected craft is recovering from either an on- or off-the-job injury would have no bearing on his/her being excessed.
- Other limited duty employees who are temporarily assigned to the craft undergoing excessing, will be returned to their respective crafts before excessing can occur.
- In accordance with the provisions of Article 13.4.C, the reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible employee preference over other part-time flexible employees.

- No offer of reemployment or reassignment for limited duty employees can be made until all employees with retreat rights have had the opportunity to retreat in accordance with Article 12.5.A.4 and 12.5.A.5.

BASIC PRINCIPLES & REASSIGNMENTS

Article 12.5.A.4 should be applied when it is necessary to reassign full-time regular or part-time regular employees from one section to another section.

The provisions of Article 12.5.A.5 should be applied when it is necessary to decrease the actual number of employees in the installation other than by attrition.

An employee entitled to specific placement pursuant to Article 12 may exercise such entitlement only if no other employee has a superior claim to the same position (such as by seniority or incumbency).

STEWARDS – SUPERSENIORITY

When it is proposed to reassign a steward or a chief steward, the employee will not be involuntarily transferred to another tour, station, or branch of the particular post office or to another independent post office or installation unless there is no job for which that employee is qualified on such tour, or in such station or branch, or post office.

Following excessing, stewards maintain this “superseniority” for the purpose of bidding on initial vacancies over excessed employees wishing to exercise their retreat rights.

MOTOR VEHICLE CRAFT

In the motor vehicle craft, excessing from a position designation is by length of MVS service (service seniority) in the same installation (Article 39, Section 1.D).

MAINTENANCE CRAFT

Installation seniority governs identifying excess employees within an occupational group and level (Article 38, Section 3.K).

CLERK CRAFT

When excessing from a section occurs (Article 12.5.C.4), any duty assignments remaining within the section occupied by clerks junior to the senior clerk whose duty assignment was abolished or reposted, will be posted for bid to currently qualified clerks within the section.

BEST QUALIFIED

Incumbents in each best qualified position and salary level are considered a separate category for Article 12 excessing purposes. Employees holding best qualified duty assignments are identified for excessing based on their seniority in their best qualified position title.

NON-TRADITIONAL FULL-TIME (NTFT) DUTY ASSIGNMENTS

Employees in both Traditional and Non-Traditional Full Time (NTFT) duty assignments are considered all one category for excessing and retreat rights purposes.

An employee may not be excessed for failing to bid on any NTFT duty assignment. Employees are excessed based on their seniority in a craft, pay level, and status (FTR, PTR, PTF) up to the number of the identified impact.

Article 12.5.B.11

SURPLUS/EXCESS EMPLOYEES

Surplus/excess employees from headquarters, area offices, non-mail processing and non-mail delivery installations or from other Federal departments or agencies shall be placed at the foot of the part-time flexible roll and begin a new period of seniority.

Except as provided for in Article 12.2, surplus/excess Postal Service employees from an APWU bargaining unit in any of the facilities cited in 12.5.B.11 shall begin a new period of seniority but will retain their full-time or part-time status.

DEFINITION OF AN INSTALLATION

An installation is the composite of the work areas and/or facilities in which any craft employee may use seniority to bid or apply (bid cluster).

DEFINITION OF 100 MILE RADIUS

The 100 mile criteria identified in Article 12, (e.g. 12.5.C.1.b, 12.5.C.1.d, 12.5.C.1.f, 12.5.C.5.b.(1), and 12.5.C.5.b.(1)(a) is measured **by determining the shortest driving distance between the losing installation and the gaining installation. When an installation has multiple facilities, the point of measurement is set at the plant (or acknowledged main office in any customer service only installation).**

Article 12.5.C.1

DISCONTINUED INSTALLATION FULL-TIME REASSIGNMENTS

Article 12.5.C.1.(a) provides that when an independent installation is discontinued, full-time and part-time employees will be involuntarily reassigned to continuing installations, to the maximum extent possible, in accordance with Article 12.5.C.1.(b) through 12.5.C.1.(g).

Article 12.5.C.1.b and 12.5.C.1.c provide for the involuntary reassignment of full-time employees in the following order:

- Reassign (with their seniority) to vacancies in the same or lower level in the same craft or occupational group to installations within 100 miles; then,
- If, after consultation with the affected union, it is determined necessary, vacancies in the same or lower level in the same craft or occupational group will be identified in installation beyond 100 miles; then,
- Reassign to residual vacancies in the same or lower level in other crafts or occupational groups in which the employees meet the minimum qualifications. Employees reassigned across craft lines begin a new period of seniority.

The seniority provisions provided for in Article 12.5.C.1.c.(1) and Article 12.5.C.1.c.(2) have no application to the above reassignment process.

When consulting with the union pursuant to Article 12.5.C.1.b and/or 12.5.C.1.d, a primary principle in effecting reassignments is to keep dislocation and inconvenience to employees in the regular workforce to a minimum, consistent with the needs of the Postal Service.

DISCONTINUED INSTALLATION PART-TIME REASSIGNMENTS

Article 12.5.C.1.(d) provides for the involuntary reassignment of part-time flexible employees, with their seniority, to vacancies in the same craft or occupational group, in installations within 100 miles, (or in more distant installations if necessary), following consultation with the union at the regional level.

When the reassignment of all part-time flexible employees cannot be accomplished, the remaining part-time flexible employees will be assigned to other crafts or occupational groups for which they meet the minimum qualifications of the position to which assigned. Such part-time flexible employees will be placed at the foot of the part-time flexible roll and begin a new period of seniority.

Full-time employees changed to part-time flexible status retain for six months placement rights to vacancies within 100 miles of the discontinued installation, or in more distant installations following consultation with the union at the regional level.

Article 12.5.C.1.(g) provides retreat rights should the discontinued installation be reestablished. Retreat rights are exercised based on seniority or prior standing on the part-time flexible roll, as appropriate.

Article 12.5.C.2

CONSOLIDATION OF INSTALLATIONS

Article 12.5.C.2.(a) provides for the involuntary reassignment of all career employees, with their seniority, to the continuing installation when two installations are consolidated.

When an independent installation is consolidated with another installation, bargaining unit employees are involuntarily assigned to the continuing installation. That means that the seniority lists and part-time flexible rolls are merged respectively. In the event that the installation continuing after consolidation has insufficient vacancies to accommodate all the reassigned employees Article 12.5.C.2 provides for involuntary reassignment from that installation. Since the involuntary reassignments are accomplished by the consolidated installation, the reassignments would be governed by Article 12.5.C.5.

Should the consolidated installation become independent again, retreat rights are exercised based on seniority or prior standing on the part-time flexible rolls as appropriate.

When facilities are consolidated, matters associated with the Local Memorandum of Understanding are addressed by the application of Article 30.F. (See JCIM Article 30.F for more information).

REMOTE ENCODING CENTERS (REC)

Whenever it becomes necessary to make a Remote Encoding Center (REC) part of an existing installation, those (REC) Clerk Craft career employees who were voluntarily reassigned to the REC site directly from the continuing installation, will have their seniority calculated as if their service was uninterrupted in the continuing installation.

REMOTE ENCODING CENTER CLOSING

Starting with the junior employee, impacted full-time data conversion operators may be involuntarily reassigned with their seniority, consistent with Article 12.5.C.5.b.(1), to residual duty assignments in the same, higher, or lower level in APWU crafts in installations within 100 miles of the losing installations, or in more distant installations if, after consultation with the union, it is determined that is necessary.

Article 12.5.C.3***TRANSFER OF CLASSIFIED STATION/BRANCH***

Article 12.5.C.3 provides for the transfer of a classified station or classified branch to the jurisdiction of another installation. When implementing this provision, the following steps should be taken:

- Full-time employees with bid assignments at the subject station or branch are given the option of retaining their bid assignment and seniority at the gaining installation or remaining in the losing installation as an unencumbered regular.
- Once management has determined the number of assignments needed at the station or branch after the transfer, any vacancies resulting from employees unwilling to move with their assignments are to be posted for bid, office-wide, at the losing installation.
- Should the posting under Article 12.5.C.3.b not result in sufficient employees (voluntary) to cover the remaining vacancies, management may involuntarily reassign employees from the losing installation. Such employees are entitled to retreat rights.

Article 12.5.C.4***LOCAL NOTIFICATION***

When it is proposed to reassign within an installation employees excess to the needs of a section, union notification shall be at the local level (as much as six months in advance when possible), pursuant to Article 12.5.B.4. The identification of assignments comprising a section is determined through the local implementation procedure (See Article 30.B.18). If no sections are established by local negotiations, the entire installation shall comprise the section.

REASSIGNMENTS WITHIN THE INSTALLATION/SECTIONS

Before involuntarily reassigning full-time employees from a section, the following must be completed:

- Before excessing from a section, all full-time employees not holding a duty assignment (e.g., **unencumbered/unassigned**) must be assigned outside the section.

- Return any limited or light duty employees from other crafts who are temporarily assigned to the affected section to their respective crafts.
- Identify the full-time duty assignments to be abolished; and
- Identify the junior full-time employees to be reassigned; and
- Identify the number of duty assignments occupied by the junior full-time employees that will remain following their reassignment. These duty assignments are to be posted for sectional bidding.
- In the clerk craft, identify the number of duty assignments remaining within the section occupied by clerks junior to the senior clerk whose duty assignment was abolished or reposted and post for bid to currently qualified clerks within the section.

When making involuntary reassignments from a section, start with the junior full-time employee in the same craft or occupational group and in the same salary level regardless of whether the junior employees' duty assignment was abolished.

Junior full-time employees excessed from a section retain their seniority and are reassigned as unassigned full-time employees in the same craft or occupational group and in the same salary level. Duty assignments vacated by the reassigned junior employees are posted for bid to employees remaining in the section. If no bids are received, the unassigned employees remaining in the section **are** assigned to the vacancies.

Junior full-time employees who are reassigned outside the section as unassigned/unencumbered full-time employees must be assigned to a full-time schedule with either fixed or rotating non-scheduled days off, as determined by the Local Memorandum of Understanding.

Unassigned/unencumbered full-time employees may bid on vacancies for which they are otherwise eligible to bid. Unassigned/unencumbered full-time employees who are unsuccessful in bidding may be assigned to residual vacancies.

Unassigned/unencumbered full-time employees temporarily assigned to a work area cannot use their seniority to the detriment of employees holding regular bid assignments in the work area.

Initial vacancies occurring within a section, in the same salary level from which excessed employees have active retreat rights, are posted for bid within the section for employees of the same salary level as the excessed employees. **For purposes of this in-section bidding, eligible clerks within the section would not be subject to any existing bidding restrictions as such in-section bidding is controlled by Article 12, not Article 37.** The resulting residual vacancies, if any, are then offered to employees in the same salary level who have retreat rights to the section.

Excessed employees with retreat rights to the section may decline their right to retreat to any NTFT duty assignment without relinquishing their right to retreat to any future posted traditional or non-traditional duty assignment.

If vacancies remain after offering retreat rights to eligible employees, the vacancies are then posted for bid installation wide.

In the Clerk Craft, the NTFT MOU requires that if the traditional FTR duty assignment occupied by a senior clerk is reposted as a NTFT duty assignment all duty assignments within the section occupied by junior clerks must be reposted for in-section bidding, except for any reposted duty assignments occupied by junior clerks which are changed sufficiently to meet the reposting requirements in Article 37.3.A.4, and will be posted installation-wide. However, if an Article 12.5.C.4 sectional excessing occurs simultaneously with the repostings (or if any clerk still retains retreat rights to the section from a prior excessing) all duty assignments must be posted in-section until all retreat rights have been satisfied.

A Clerk Craft or MVS duty assignment must be posted installation-wide any time it is either changed from traditional to NTFT or from NTFT to traditional, unless there are employees with retreat rights to the section.

SECTIONAL RETREAT RIGHTS - IMPACT OF SUBSEQUENT EXCESSING FROM CRAFT/INSTALLATION

The sectional retreat rights (Article 12.5.C.4.c) held by an APWU represented employee who is subsequently excessed from the craft/installation are suspended until the employee is returned to the craft and/or former installation. Then the right to retreat to the former section will be reinstated.

Article 12.5.C.5.a

REASSIGNMENT ACROSS CRAFT LINES WITHIN THE INSTALLATION

Article 12.5.C.5.a(4) provides for the involuntary reassignment of full-time employees who meet the minimum qualifications by juniority, to residual vacancies in other crafts within the installation. **The contract of the gaining craft/union will determine the employee's seniority.**

APWU CRAFTS

If involuntarily reassigned across craft lines within the installation, the employee has no option and must be returned to the first available vacancy. **If an employee (including those excessed between APWU crafts prior to May 23, 2011) is reassigned to an APWU represented craft, when the installation notifies the employee in writing that he or she will be returned to the craft from which reassigned, and before the employee is returned, the employee may waive return to the former craft by written notification to the installation head or designee within five (5) business days of the notification. This opportunity applies only to employees excessed from one APWU craft to another APWU represented craft.** If involuntarily reassigned outside the installation, including across craft lines, the employee can exercise his/her option to

return to the vacancy. **Employees who waive their return to their former craft, electing to remain in a lower level assignment, will no longer retain saved grade.**

If the first available residual vacancy is in a lower wage level, the returning employee will receive saved grade.

When an opportunity arises for excessed employees to return to a vacancy in their former craft or installation, the Postal Service will contact all excessed employees in seniority order prior to awarding bids in the former installation and the order of return will be based on the seniority standing among all excessed employees, both across craft lines and outside the installation. If the employee does not meet the minimum qualifications for the vacancy, it will not be considered as an opportunity.

MINIMUM QUALIFICATIONS

Minimum qualifications are usually the requisite entrance examination, a driving license (including a Commercial Driving License-CDL where necessary), an experience requirement, or a demonstration of a skill (e.g. typing).

Please check the qualification standards to determine the minimum qualifications for a particular position.

MAINTENANCE CRAFT

The first opportunity to return to the Maintenance Craft shall be to the first same or lower level duty assignment which remains vacant after the in-craft process for posting and filling duty assignments and for which the excessed employee is qualified. If return to the craft is to a lower level duty assignment, the employee shall receive saved grade.

Article 12.5.C.5.b

REASSIGNMENTS OUTSIDE THE INSTALLATION

Article 12.5.C.5.b(1) provides for the involuntary reassignment of full-time employees by juniority to other installations to residual vacancies in the same or lower level in the APWU crafts. **When offices are downsized under the Delivery Unit Optimization (DUO) clerks who are displaced do not have the right to follow their work to the gaining installation.**

Management designates the available residual vacancies and if a sufficient number is not identified within **the appropriate radius** of the losing installation, consultation with the affected union is required.

If employees are being excessed from more than one installation within a close geographic area at the same time, Area management and the APWU Regional Coordinator will meet and determine the appropriate method to be used for selection from the list **of available withheld vacancies.**

Article 12.5.C.5.b (3)***VOLUNTEERS IN LIEU OF EXCESSED EMPLOYEES***

An employee may volunteer to replace an impacted employee in the same craft or occupational group. These volunteers will be selected by seniority.

Article 12.5.C.5.b.(3) permits senior maintenance employees in the same occupational group in the same installation to volunteer to be reassigned to the gaining installation and take the seniority of the senior employee subject to involuntary reassignment.

Employees excessed into a different craft outside of the installation have retreat rights (except for senior in lieu of volunteers) and may return, but are not required to return, to their former craft and former installation.

Employees who are voluntarily reassigned to another installation in lieu of a junior employee subject to reassignment do not have retreat rights.

A senior non-impacted employee may volunteer for placement in withheld duty assignments outside of their craft and within their installation only if it is from and to an APWU represented craft. Senior non-impacted employees may volunteer for placement into withheld duty assignments outside their craft and outside their installation within the same or lower wage level and status. The Postal Service will post a notice on official bulletin boards to notify non-impacted employees of the opportunity to replace an impacted employee and including a listing of the withheld duty assignments. Selections of volunteers will be made by seniority. Seniority for employees in their new installation/craft is established in the respective gaining craft article.

Clerk Craft volunteers will retain their seniority and status (outside the installation). In the Motor Vehicle Craft the volunteers will take their own seniority in the same wage level and position designation. Maintenance Craft employees will retain their own seniority.

Article 12.5.C.5.b (4)

If more than one vacancy is available for the full-time employees subject to involuntary reassignment, the senior of those junior employees to be reassigned is given first choice.

Article 12.5.C.5.b (5)

Excess full-time **clerks** have the option to revert to part-time flexible status in lieu of involuntary reassignment and such employee is placed on the part-time flexible roster in accordance with their seniority. **Effective May 23, 2011, this provision applies only to Level 20 and below Post Offices.**

The employee who opted to change to part-time flexible would **retain** their seniority and upon a later conversion to a full-time vacancy would be senior to any junior employee who returned to the installation as a result of exercising their retreat rights.

If impacted full-time regular clerks elect to remain in the installation by voluntarily converting to PTF status there is no increase in the overall PTF work hours available for the PTF pool, in fact, there will be a reduction due to Article 12 prerequisites.

Should a sufficient number of full-time employees elect to change to part-time flexible in lieu of involuntary reassignment, which results in overstaffing of the part-time flexible category, then management may in accordance with Article 12.5.C.8 accomplish the following.

- Identify sufficient part-time flexible vacancies to accommodate excess part-time flexibles as follows:
 - Vacancies in other crafts within the installation.
 - Vacancies in all crafts in other installations

The part-time flexible employees subject to involuntary reassignment may request to be reassigned to vacancies beginning with the vacancies in other crafts within the installation.

Article 12.5.C.5.b (6)

If a full-time employee junior to the employee who elected to change to part-time flexible is excessed or involuntarily reassigned to another installation, that employee has retreat rights in accordance with 12.5.C.5.b.(6). The senior employee who changed to part-time flexible has no retreat right to the full-time work force.

RETREAT RIGHTS

To obtain retreat rights, an involuntarily reassigned employee must file a written request to be returned to the first available vacancy in the same salary level, in the craft or occupational group, in the installation from which reassigned. The retreat rights will be honored until the employee is returned, the request for retreat rights is withdrawn, or the employee declines an opportunity to return in accordance with the requested retreat rights. **Excessed employees with retreat rights may decline their right to retreat to any NTFT duty assignment without relinquishing their right to retreat to any future posted traditional or non-traditional duty assignment.**

Employees who volunteered to be reassigned in lieu of junior employees subject to involuntarily reassignment are not entitled to retreat rights [see Article 12.5.C.5.b.(3)].

In the clerk craft (Article 37, Section 2.D.5.c); an employee involuntarily reassigned is entitled, at the time of such reassignment, to file a written request for retreat rights.

The request must indicate whether the employee desires to retreat to the same, lower, and/or higher level duty assignment and, if so, what salary level(s). The written request for retreat rights shall serve as a bid for all vacancies in the former installation, in the level from which reassigned, and for residual vacancies in the other levels for which the

employee has expressed a desire to retreat. If vacancies are available in a specified lower, higher or same salary level, the employee will be given the option.

The employee may only retreat to those lower level duty assignments for which the employee would have been otherwise eligible to bid. Withdrawal of a bid or failure to qualify for a vacant or residual duty assignment terminates retreat rights to the level of the vacancy. An employee who voluntarily retreats to a lower level duty assignment is not entitled to salary protection.

Employees who have been excessed from an installation pursuant to Article 12 should be given an opportunity to retreat prior to converting a part-time flexible employee to full-time.

MAINTENANCE CRAFT

A Maintenance Craft employee can exercise their retreat right to any same or lower level duty assignment which remains vacant after the in-craft process for posting and filling duty assignments in their former installation and for which the excessed employee is qualified. Failure to exercise such retreat rights results in the employee forfeiting future retreat rights to the occupational group and level for which the retreat was declined. If return to the craft is to a lower level duty assignment, the employee shall receive saved grade.

Article 12.5.C.6

REASSIGNMENTS TO CENTRALIZED INSTALLATIONS

When involuntary reassignments are made due to Centralizing Mail Processing and/or Delivery Installations, full-time clerks involuntarily reassigned are not eligible to bid for 180 days and the reassignment is treated as a detail for that period of time to avoid inequities at the gaining installation.

The clock on the 180 day detail begins to run with the involuntary reassignment of the first full-time employee. (Article 12.5.C.6) (Clerk Craft only.)

During the 180 day detail period, all full-time duty assignments which were established prior to the centralization are posted for bid as they become vacant to the full-time employees who were assigned to the installation prior to the involuntary reassignment of the first full-time employee.

Article 12.5.C.6 provides that part-time flexible employees may be reassigned pursuant to Article 12.5.C.8.

All newly created and remaining Clerk craft vacant duty assignments shall be posted for bid at the close of the detail period, and all full-time clerks then assigned to the centralized installation are eligible to bid.

When the centralized installation is a new installation, applications are solicited from full-time clerks at the losing installation(s), and the senior full-time clerks applying for reassignment will be reassigned with their seniority.

Such reassignments will be made in the order of seniority from those full-time clerks submitting applications, up to the number of full-time clerks who have been identified as excess in the installation(s).

Should an insufficient number of full-time clerks apply from the losing installation(s) and the involuntarily reassignment of junior full-time clerks be required, such reassignments would be made pursuant to Article 12.5.C.5.

When the Postal Service initiates a centralization to a gaining installation where there are clerks holding current retreat rights to that installation, the clerks holding retreat rights back to their former installation will be offered the first selection from the detail list. If those clerks do not make a selection or decline an offer to return they will have waived their retreat right back to their former installation and the offered pay level. Clerks accepting retreat rights to details in their former installation will be considered to be unencumbered and may bid without the 180 day restriction. The Postal Service will not post the duty assignments created by the new work until the end of 180 days. If the duty assignments held by those clerks exercising their retreat right back to their former installation is the assignment they were placed into when first excessed, it will be withheld and used for placement of the impacted employees/volunteers at the impacted centralized installation. If the duty assignment is not the original placement it will go through the appropriate Article 37 process. The clerks being excessed into the gaining installation due to the centralization will select from the remaining details not selected and the other withheld residual duty assignments in the withholding area.

Article 12.5.C.7

MOTOR VEHICLE CRAFT

Article 12.5.C.7 provides that when a vehicle maintenance facility is established to replace an auxiliary garage, the newly created full-time duty assignments in the new vehicle maintenance facility (VMF) shall be posted for application to full-time employees in the losing installation. The senior qualified applicants shall be reassigned with their seniority, up to the number of employees identified as excess in the losing installation.

When a VMF is established to replace vehicle maintenance in a perimeter office, the newly created full-time duty assignments in the new facility shall be posted for application to the full-time employees in the losing installation. The senior qualified applicants shall be reassigned with their seniority, up to the number identified as excess in the losing installation.

When vehicle operations are changed by transfer from one installation to another, the newly created full-time duty assignments in the gaining installation shall be posted for applications in the losing installation by full-time employees in the craft. The senior qualified applicants shall be reassigned with their seniority, up to the number identified as excess from the losing installation.

Bidding performed under Article 39.2.A.6 and Article 39.2.A.7 is not counted as a successful bid under Article 12.3.A.

Exceptions to the reassignments of Motor Vehicle Craft employees by juniority are provided for in Article 12.5.C.5.b(1)(a), 12.5.C.5.b(3), and 12.5.C.5.b(5).

Involuntarily reassigned Motor Vehicle Craft employees may volunteer and shall be reassigned to any vacant motor vehicle position for which they are qualified. When reassignment is to the same occupational group, they would retain their seniority.

Article 12.5.C.8

PART-TIME FLEXIBLE REASSIGNMENTS

The term "quota" comes from the previous staffing practice calling for one substitute for each five regulars. The reference to quota no longer applies and has not since Postal Reorganization.

Part-time flexible employees may, at their option, be involuntarily reassigned to the part-time flexible rolls in the same or another craft in another installation, or to another craft in the same installation.

When reassigned across craft lines in the same or another installation, part-time flexible employees are placed at the foot of the gaining part-time flexible roll and begin a new period of seniority.

When reassigned to the same craft in another installation, upon conversion to full-time, the employee will be credited with seniority from the losing installation augmented by seniority from the gaining installation.

A part-time flexible employee who is reassigned to a vacancy in another craft within the installation must be returned to the first available part-time flexible vacancy within the craft and level from which reassigned.

CLERK CRAFT (LEVEL 20 & BELOW POST OFFICES)

When a part-time flexible employee is voluntarily or involuntarily reassigned to the Clerk Craft from another craft, the employee shall be assigned to the bottom of the part-time flexible roll and begin a new period of seniority effective the date of reassignment.

When reassigned in the same craft to another installation, the employee is placed at the foot of the part-time flexible roll in the gaining installation; however, when converted to full-time at the gaining installation, the employee regains the seniority lost when reassigned.

Senior part-time flexible employees who elect to be reassigned to the gaining installation will be placed at the bottom of the part-time flexible roll. Upon conversion to full-time, an employee's seniority for preferred duty assignments shall include part-time flexible service in both the losing and gaining installations.

RETREAT RIGHTS – PART-TIME EMPLOYEES

Part-time flexible employees who were involuntarily reassigned to vacancies in other installations have retreat rights in order of their standing on the part-time flexible roll when reassigned.

Part-time flexible employees who volunteered for reassignment in lieu of part-time flexible employees who were subject to involuntary reassignment are not entitled to retreat rights.

To be entitled to retreat rights, affected employees must make a written request at the time of reassignment from the losing installation. Retreat rights must be honored unless withdrawn or the employee declines an opportunity to return.

Any part-time flexible employee holding retreat rights to the clerk craft in a 200 work year installation after December 1, 2007, may retreat to a residual full-time vacancy regardless of level, at the first available opportunity.

Any part-time flexible employee holding retreat rights to the clerk craft in Function 1 or Level 21 and above Post Offices after May 23, 2011, may retreat to a residual full-time vacancy regardless of level, at the first available opportunity.

A PTR excessed from the MVS or Clerk Crafts will now have retreat rights to a full-time assignment in their original installation and craft. Failure to exercise the opportunity to retreat to the first available full-time assignment (including any NTFT duty assignment) would terminate such rights.

Article 12.5.D

PART-TIME REGULARS (MAINTENANCE CRAFT)

Part-time regular employees are in a separate category for the purposes of applying Article 12.5. They can be involuntarily reassigned, if necessary, using the provisions of Article 12.5.C.1 through 12.5.C.8, as appropriate.

Article 12.6

TRANSFERS

The parties agree that the following procedures will be followed when career Postal employees request reassignment from one postal installation to another.

REASSIGNMENTS (TRANSFERS)

The following rules apply to employees who request a voluntary transfer:

- A. Installation heads may continue to fill authorized vacancies first through promotion, internal reassignment and change to lower level, transfer from other agencies, reinstatements, etc., consistent with existing regulations and applicable provisions of the National Agreement.
- B. Installation heads will afford full consideration to all reassignment requests from employees in other geographical areas within the Postal Service. The requests will be considered in the order received consistent with the vacancies being filled and type of positions requested.

Such requests from qualified employees, consistent with the provisions of this memorandum, will not be unreasonably denied. Local economic and unemployment conditions, as well as EEO factors, are valid concerns.

When hiring from entrance registers is justified based on these local conditions, an attempt should be made to fill vacancies from both sources.

Except in the most unusual of circumstances, if there are sufficient qualified applicants for reassignment at least one out of every four vacancies will be filled by granting requests for reassignment in all offices of 100 or more work years if sufficient requests from qualified applicants have been received. In offices of less than 100 work years a cumulative ratio of 1 out of 6 for the duration of the National Agreement will apply.

- C. Districts will maintain a record of the requests for reassignment received in the offices within their area of responsibility. This record may be reviewed by the union on an annual basis upon request.

Additionally, on a semiannual basis local unions may request information necessary to determine if a 1 out of 4 ratio is being met between reassignments and hires from the entrance registers in all offices of 100 or more work years.

- D. Managers will give full consideration to the work, attendance, and safety records of all employees who are considered for reassignment. An employee must have an acceptable work, attendance, and safety record and meet the minimum qualifications for all positions to which they request reassignment.

1. Both the gaining and losing installation head must be fair in their evaluations. Evaluations must be valid and to the point, with unsatisfactory work records accurately documented. For reassignments within the geographical area covered by a district or to the geographical area covered by adjacent districts, the following applies:

An employee must have at least eighteen months of service in their present installation prior to requesting reassignment to another installation.

Employees reassigned to installations under the provisions of this memorandum must remain in the new installation for a period of eighteen months, unless released by the installation head earlier, before being eligible to be considered for reassignment again, with the following exceptions: 1.) in the case of an employee who requests to return to the installation where he/she previously worked; 2.) where an employee can substantially increase the number of hours (eight or more hours per week) by transferring to another installation and the employee meets the other criteria, in which case the lock-in period will be twelve months.

Employees serving under craft lock-in periods per the provisions of the National Agreement must satisfy those lock-ins prior to being reassigned to other installations. These transfers are included in the 1 out of 4 ratio.

2. For all other reassignments, the following applies: An employee must have at least one-year of service in their present installation prior to requesting reassignment to another installation.

Employees reassigned to installations under the provisions of this memorandum must remain in the new installation for a period of one year, unless released by the installation head earlier, before being eligible to be considered for reassignment again, except in the case of an employee who requests to return to the installation where he/she previously worked.

Employees serving under craft lock-in periods per the provisions of the National Agreement must satisfy the lock-in prior to being reassigned to another installation.

- E. Installation heads in the gaining installation will contact the installation head of the losing installation and arrange for mutually agreeable reassignment and reporting dates. A minimum of thirty days notice to the losing office will be afforded. Except in the event of unusual circumstances at the losing installations, reasonable time will be provided to allow the installation time to fill vacancies, however, this time should not exceed ninety days.
- F. Reassignments granted to a position in the same grade will be at the same grade and step. Step increase anniversaries will be maintained. Where voluntary reassignments are to a position at a lower level, employees will be assigned to the step in the lower grade consistent with Part 420 of the Employee and Labor Relations Manual.
- G. Employees reassigned under these provisions will be reassigned consistent with the provisions of the appropriate craft article contained in the National Agreement. Employees will not be reassigned to full-time regular positions to the detriment of career part-time flexible employees who are available for conversion at the gaining installation. Seniority for employees transferred per this memorandum will be established consistent with the provisions of the National Agreement.
- H. Relocation expenses will not be paid by the Postal Service incident to voluntary reassignment. Such expenses, as well as any resulting interview expenses, must be borne by employees.
- I. Under no circumstances will employees be requested or required to resign, and then be reinstated in order to circumvent these pay provisions, or to provide for an additional probationary period.

TRANSFER OPPORTUNITIES TO MINIMIZE EXCESSING

Excluding installations concurrently experiencing excessing, posted Clerk Craft vacancies within the District which are determined to be residual as well as residual vacancies outside the District but within a 100 mile geographic radius of the impacted installation are made available for a period of 21 days through eReassign

for transfer requests by FTR clerks in installations impacted by excessing before they may be withheld under Article 12 and Article 37.3.A.3.

When APWU is notified of pending excessing of one or more clerks from the craft and/or installation, all clerks in the impacted installation will be notified by management of their right to apply for transfer to residual vacancies within the District and/or 100 mile geographic radius through eReassign for a period of 21 days posted on the first day of each month and ending on the 21st day at midnight CT until the event has occurred, the impact has been achieved, or has been withdrawn. The jobs posted in the 21 day process are FTR Clerk Craft residual duty assignments posted after the assignment of any unencumbered clerks and after activation of any existing retreat rights. These duty assignments are posted one time in eReassign and then if not selected will be withheld for impacted employees to preference.

The area of consideration for this special opportunity to voluntarily transfer applies to posted Clerk vacancies within the District and to posted Clerk vacancies in installations outside the District, but within a one hundred (100) mile geographic radius of the impacted installation, which are determined to be residual after completion of the bidding/assignment process in Article 37.3 and 37.4.

The one hundred (100) mile radius for 21 day eReassign is an actual geographic radius from the impacted installation. Unlike the radius for involuntary excessing it is not measured by determining the shortest driving distance between the losing installation and the gaining installation. When an installation has multiple facilities, the point of measurement is set at the plant (or acknowledged main office in any customer service only installation). The parties at headquarters may mutually agree to expand the area of consideration beyond the 100 mile geographic radius if they determine it is necessary to provide sufficient vacancies for offices with excess clerks. This mutual agreement may only occur at the national level before the opening of the current month's 21 day posting. The Postal Service will announce the expansion to the impacted employees in advance of the next posting.

All full-time clerks, regardless of seniority, level, or senior/best qualified status, in the impacted installation will be eligible for consideration. This will reduce the number of involuntary reassignments necessary in an excessing situation.

The transferring clerk will be awarded the specific posted residual vacancy as identified on eReassign.

If multiple clerks from one or more impacted office(s) request transfer to a residual vacancy within the District or one hundred (100) mile radius as listed in eReassign, the successful applicant for transfer will be determined on a seniority basis using craft installation seniority from the losing installation(s).

The selecting official will usually finalize the selections within five business days of the closing of the 21 day posting period on the 21st of each month at midnight CT. The successful applicants will be notified in writing within one week. A minimum of

30 days notice to the losing installation will be afforded if possible. Neither the gaining nor losing installation can place a hold on the employee. The affected employee will be allowed to transfer prior to the excessing if they desire and choose their effective date of transfer that will coincide with the start of a pay period at the gaining installation. The losing installation will coordinate between the employee and the gaining installation.

These same special transfer opportunities will also be made available for part-time flexible clerks in offices where PTF's have been identified as excess to the needs of the installation. PTF clerks in offices impacted by PTF clerk excessing are given a special priority for transfer to PTF openings within the District and 100 mile radius using the eReassign procedure. They will be selected before consideration of applicants in the APWU Priority Consideration and regular eReassign applicants. PTF clerks selected at the end of the 21 day process must accept the selection. They have no right to decline.