

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

Re: FILLING OF RESIDUAL VACANCIES

I. Clerk Craft

The parties agree to the following procedures, during the term of this agreement, to fill residual vacant duty assignments, in the clerk craft, that are not subject to a proper withholding order pursuant to Article 12 of the 2010-2015 Agreement.

- A. In order to revert any residual duty assignment for the clerk craft, the procedures listed in the terms of the Memorandum of Understanding (MOU) concerning Reversion of Withheld/ Residual Vacancies dated November 7, 2011 shall be followed. The residual duty assignments released from withholding related to the Area Mail Processing (AMP) excessing events will be considered to be viable under the terms of this MOU without further review.

Residual duty assignments under the terms of this agreement will be filled in the following order:

1. Unencumbered clerks in the same installation.
2. Employees with Clerk Craft retreat rights pursuant to Article 12.5.C.5.a(5) or Article 12.5.C.5.b(6).
3. Full-time regular Clerk Craft employees from an installation impacted by excessing, pursuant to Article 12.5.C.5, who request transfers within the District or a 100 mile geographic radius through eReassign 21-Day Posting.
4. Conversion of Part-Time Flexible (PTF) Clerks in the same installation.
5. Full-time regular Clerk Craft employees from an installation impacted by excessing, pursuant to Article 12.5.C.5, who request voluntary transfers beyond the District or 100 mile geographic radius through regular eReassign.
6. One time posting of remaining residual duty assignments to PTF Clerks in other installations within the District who are on the rolls as of the effective date of this agreement.
7. a) Transfers through regular eReassign, from other APWU crafts, employees with priority consideration b) Transfers through regular eReassign from all crafts, employees without priority consideration. Both a & b combined will be limited to the one in four or one in six rule as defined in the Memorandum of Understanding, *Re: Transfers*, as applicable.

8. Conversion of Clerk Craft Postal Support Employees (PSEs) to career status within the installation.

The above pecking order will be accomplished through normal existing procedures as described below:

- Step 1&2) Those recently released residual duty assignments related to the AMP process, and those residual duty assignments determined to be still viable under the MOU concerning Reversion of Withheld/Residual Vacancies, will be filled no later than the second full pay period after the effective date of this agreement.
 - Step 3) Recently released withheld residual duty assignments which had previously been posted in the Clerk Craft 21-day posting process, will be posted in regular eReassign on the May 1st posting. New residual vacancies must be posted in the Clerk Craft 21-day posting process, before being posted in regular eReassign.
 - Step 4) After employees from impacted installations have had an opportunity to fill the residual vacancies within the District or a 100 mile geographic radius, the duty assignment(s) will be filled by converting a part-time flexible clerk(s) to full-time regular in the same installation, according to Article 37.5 of the 2010-2015 Agreement.
 - Step 5) Residual duty assignments that cannot be filled through steps 1, 2, 3 & 4 above will be posted in regular eReassign for voluntary transfers, for a 21-day period during the next available posting cycle.
 - Step 6) Any residual vacancies remaining will be filled by PTF clerk transfer requests from other installations through a one-time posting of full-time regular residual duty assignments for PTF clerks employed within the District that has the remaining residual vacancies by craft seniority.
 - Step 7) Residual vacancies that remain will be filled by acceptance and placement of voluntary reassignment (transfer) requests in eReassign from all crafts as agreed in point 7 of the pecking order.
 - Step 8) Conversion of Postal Support Employees (PSEs) to career will be by relative standing within the installation. When converting to residual Function 4 duty assignments containing window duties, the conversion to career will be deferred until after a one-time opportunity to train and qualify is provided to those PSEs, with the highest relative standing within the installation, that have not previously qualified. Any PSE, who fails to qualify under this one-time opportunity, will remain in a PSE status, with the same relative standing, for future conversion opportunities.
- B. During the term of this agreement no reassignments in the clerk craft will be made within or between installations or from other crafts, unless the reassignment is made based on a mutual exchange in accordance with Article 37.2.D.7, or through the Article 12 involuntary reassignment process, or pursuant to this agreement.
 - C. The seniority of employees moving between installations pursuant to the terms of this agreement will be determined by application of the 2010-2015 Agreement.

- D. Employees moving between installations pursuant to the terms of this agreement are solely responsible for any and all costs related to relocation.
- E. The union will be provided a list of all residual vacancies posted for each eReassign cycle and the results of the 21-day postings.
- F. This agreement, as it applies to the Clerk Craft, is effective from March 20, 2014 until October 31, 2014. If the agreement is extended beyond October 31, 2014, by mutual agreement, either party may terminate the agreement at the national level by providing 30 days written notice to the other party.
- G. Any disputes regarding this MOU will be resolved through the Alternative Dispute Resolution (ADR) process at the Headquarters Level.

This agreement, as it relates to the Clerk Craft, is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.

II. Maintenance Craft

In the Maintenance Craft, duty assignments will be filled in accordance with Articles 38.3, 38.4, 38.5, and the Order for Filling Vacant Maintenance Positions found at pages 280-281 of the JCIM. After applying item 7.a (Maintenance Transfers) of the Order for Filling Vacant Maintenance Positions, at that point, custodial duty assignment(s) shall be filled by offering conversion to PSE custodian(s). The parties will address procedures concerning PSE conversion in a separate MOU.

III. Motor Vehicle Craft

In the Motor Vehicle Craft, residual duty assignments will be filled by application of Article 39.1.B.6, Article 39.1.B.7 and Article 39.2.A.11. The filling of residual vacancies in accordance with these Articles will be by converting PSEs working in the same position as the residual vacancies (Mechanic, Technician, TTO or MVO) in the same installation.


 Doug A. Tulino
 Vice President
 Labor Relations
 U.S. Postal Service


 Mark Dimondstein
 President
 American Postal Workers
 Union (AFL-CIO)

Date: 3-20-14