

**IOWA POSTAL WORKERS UNION
FALL SEMINAR**



**MEMORANDUM OF UNDERSTANDING
REASSIGNMENT PROCEDURES,
CLERK CRAFT**



QUESTIONS & ANSWERS

**NOVEMBER 18-19, 2006
IOWA CITY, IA**

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**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.

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.

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.

Q & A's

Questions and Answers

Memorandum of Understanding Reassignment Procedures,

Clerk Craft

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

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

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

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

Questions and Answers

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

No. This MOU solely applies to the Clerk Craft.

2. Under what conditions can this MOU be used?

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

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

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

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

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

13. What is the definition of a residual vacancy?

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

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

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

15. Who is considered a Preference Eligible?

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

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

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

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

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

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

26. Section A 3 d, If the senior qualified employee with saved grade withdraws prior to entering training and loses his/her saved grade, are the remaining saved grade employees, i.e. second senior, etc. protected from losing their saved grade?

Yes.

27. What happens when an employee fails to qualify?

This MOU does not amend the appropriate actions normally taken when an employee fails to qualify.

28. Does this memo eliminate deferments under 37, 3 F 4 and 3 F 7?

No.

29. In A 4 d, would this "most junior non-preference eligible clerk craft" group of employees include impacted employees if their seniority falls within the most junior group?

Yes.

30. How does this impact shop stewards?

Article 17, Section 3 is not amended by this MOU.

Section B

31. Why withhold in other installations if there are sufficient residual assignments in other crafts within the installation to place all impacted employees?

Because it is not known at the time of declaring withholding whether or not sufficient residual vacancies will become available in the installation to accommodate the excessing. This should be adjusted before reassignments are made if more employees voluntarily move or more residuals are found in the impacted/losing installation.

32. In B 1 A 1, should this withholding be in all crafts in the installation and in APWU crafts in other identified installations?

Yes, this section does not amend the normal withholding requirements of Article 12.

33. What is the minimum time that you must allow employees to bid before proceeding to the involuntary reassignment process?

This MOU did not change the normal time frame between notification and excessing.

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

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

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

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

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

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

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

Yes. This right was not amended by this MOU.

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

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

Section C

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

Yes.

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

Yes.

Questions and Answers

Memorandum of Understanding Reassignment Procedures

Clerk Craft

The following is a continuation of the April 18, 2001, Questions and Answers (Q&A's) document jointly signed by the parties. These additional Q & A's are being issued to provide further direction and assistance to Area/District Labor Relations and APWU Local officials to ensure proper field application of the April 2, 2001, Memorandum of Understanding (MOU) reassignment and assignment processes.

These additional Q & A's are the result of questions from the field and a cooperative effort with the APWU – it has been jointly developed and agreed to.

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

As always, we could not address every situation; so if you come across a circumstance not addressed in this Q & A document, feel free to contact your respective Area/Regional representatives. Since this is a continuation of the previous document, we have continued the numbering, so this document begins with Question 53.

Questions and Answers

53. If the second senior bidder has saved grade and goes into training and fails after a saved grade employee withdraws, does he/she lose his/her saved grade?

No. As stated in the MOU, no more than one saved grade employee loses saved grade for each duty assignment/position posted. Since the first more senior bidder withdrew from training, he/she would be the one to lose saved grade for that assignment posted.

54. In reference to employees who have bid to a lower level position since January 2000, due to impact of the AFSM 100 deployment, do all employees get the new saved grade, or only up to the impacted number?

Only up to the impacted number, by seniority.

55. If an employee bid to a lower level due to being potentially impacted by the AFSM 100 deployment and then bids back to his/her former level and subsequently bids back to a lower level 4, do they get the new saved grade?

No. As stated, the criteria is the employee bid to a lower level due to being potentially impacted by the AFSM 100 deployment AND is still in the lower level.

Note: If a dispute arises over Article 12 application unrelated to the MOUs, it will be subject to the regular grievance/arbitration process.

63. In the previous set of questions and answers, #49 stated that Section C of the April 2, 2001 MOU applied to unencumbered except those who become unencumbered through maximization. Is that correct?

No. Since the publishing of the first set of Q & A's, the parties have agreed in an MOU to include ALL unencumbered, regardless of how they became unencumbered. Therefore, the procedure in section C of the April 2 MOU applies to all Unencumbered clerk employees, which are those that are unassigned Regulars AND Full-time Flexibles.

64. If an employee "opts" to a held pending reversion duty assignment in accordance with the TE agreement, what is he/she considered for future reassignments?

An employee who opts into a held pending reversion duty assignment in accordance with the TE agreement is considered permanently assigned to that assignment. There are no retreat rights back to their former duty assignment, so the employee would be subject to any appropriate reassignments from that duty assignment.

65. When an unencumbered preference eligible is reached for assignment to a vacancy in a lower wage level, who is assigned to that vacancy?

The Article 12 MOU states that the preference eligible will not be reassigned to a vacancy in a lower wage level. The MOU further states that the junior non-preference eligible in the installation holding an assignment in the same wage level will be assigned to the residual vacancy, and the unencumbered preference eligible will be assigned to that resulting vacancy. However, if the next junior unencumbered non-preference eligible employee is junior to the junior non-preference eligible holding a duty assignment, the principals of seniority will be applied and the junior non-preference eligible unencumbered employee shall be assigned to the lower level vacancy.

66. When does an unencumbered employee lose the right to receive the April 2, MOU saved grade?

Any non-preference eligible unencumbered employee who, in the course of the assignment process in Article 37.4.C.2. states a preference for assignment to a job in a lower wage level will receive the saved grade in accordance with the April 2 MOU. If an unencumbered non-preference eligible employee fails to state a preference when offered and is then assigned to a lower wage level position, he/she will receive the saved grade in accordance with Article 37, Section 4.C.2..

67. If the Postal Service re-deploys a piece of equipment, e.g., FSM 881, FSM 1000, to another office due to the AFSM 100 deployment, does the resulting impact and reassignments fall under the April 2, MOU process?

Yes. The April 2, 2001 MOU, states that the procedures will apply due to impacts of the AFSM 100, TACS, & FSM 1000. A re-deployment of equipment due to the impact of AFSM 100 is considered applicable and the procedures of the MOU will be followed to reassign clerks in that circumstance.