

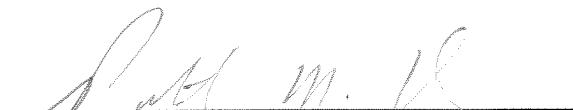
# **Memorandum of Understanding Between the American Postal Workers Union And the United States Postal Service**

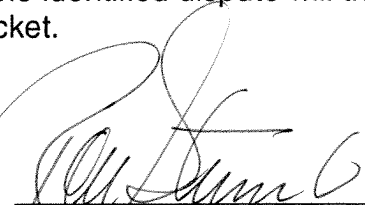
This memorandum represents the parties' agreement with regard to clerk craft employees who are being involuntarily reassigned into clerk craft vacancies in other installations, after being excessed from their present installation.

1. Impacted full time regular clerks will be placed into clerk withheld residual vacancies at the gaining installation at the same, higher, or lower pay level for which they are qualified.
2. Clerks will be excessed from the losing installation by inverse seniority in their craft and status, full time regular or part time flexible, without regard to pay level.
3. If a veteran preference eligible clerk is reached when assigning impacted or unassigned employees to lower pay level duty assignment the following will apply:
  - A. The most junior non-preference eligible same pay level clerk in the gaining installation shall be reassigned to the lower pay level vacancy.
  - B. The impacted preference eligible clerk will then be assigned to the duty assignment previously occupied by that junior non-preference eligible clerk.
  - C. Any employee reassigned to a lower level duty assignment shall receive saved grade and shall not be required to bid to their former level for two years to retain the saved grade.
  - D. The non-preference eligible clerk moved to the lower level duty assignment shall have retreat rights back to the former duty assignment the first time it becomes vacant. If the retreat right isn't used the first time the job was vacated it is lost.
  - E. A veteran preference eligible clerk for personal convenience may waive the right to appeal through the grievance process, to the EEOC, and/or to the Merit Systems Protection Board (MSPB) and select a duty assignment at a lower level with saved grade with the same saved grade in 3C above.

F. If no Level 7 vacancies exist, or if all level 7 occupied positions at the gaining installation are occupied by veteran preference eligible clerks, the Article 12 withholding radius will be expanded to allow for placement unless the veteran preference eligible clerk applies 3C above. For this purpose the 40/50 mile restriction on excessing clerks will not apply. The USPS will discuss with the APWU Director Clerk Division prior to expanding the withholding area. .

4. Impacted clerks, and senior in lieu of volunteers, may be placed as unencumbered regular clerks in the gaining installation provided that local management has completed a bid management review with area concurrence and sufficient vacancies will be available for placement of all such unencumbered regular clerks (regardless of pay level) within three (3) months of the date the employees were placed. These unencumbered clerks must bid on all available vacancies in the gaining installation or be immediately placed into the first available residual vacancy by management in accordance with the provisions of Article 12 of the National Agreement, provided that Level 7 veteran preference eligible clerks who were involuntarily excessed will only be placed into Level 7 residual vacancies or in accordance with paragraph 3 above.
5. In the event that a Level 7 BMEU Tech or Lead SSA are excessed via the terms of this MOU, and the first replacement employee in the losing installation fails to qualify, the excessed Level 7 BMEU Tech or Lead SSA will be returned to their former assignment and the least senior clerk will then be excessed from the losing installation with a 30 day notice to the employee.
6. Any disputes arising from the terms of this MOU, or other Article 12 local issues, will be resolved by the national APWU-U.S. Postal Service Article 12 Task Force. If the Article 12 Task Force cannot agree upon a resolution, either party may declare an impasse. Each party will identify the issue in dispute in writing within 30 days after the declared impasse on the subject. The identified dispute will then be placed on the appropriate Article 15 arbitration docket.

  
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