

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

Re: Residual Vacancies - Clerk Craft

The parties agree to the following procedures during the term of the 2021 Collective Bargaining Agreement (CBA) to fill Clerk Craft residual vacancies that are not subject to a proper withholding order pursuant to Article 12 of the CBA.

In order to revert a residual Clerk Craft duty assignment, 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.

A. Residual duty assignments will be filled in the following order:

1. assign existing unencumbered clerks in the same installation pursuant to Article 37.4;
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. reassignment of full-time regular Clerk Craft employees in an installation impacted by excessing, pursuant to Article 12.5.C.5, who request a transfer from an installation within the District or a 100-mile geographic radius through the eReassign Clerk Craft 21-Day Posting;
4. conversion of part-time flexible (PTF) Clerk Craft employees in the same installation pursuant to Article 37.5;
5. reassignment of full-time regular Clerk Craft employees in an installation impacted by excessing, pursuant to Article 12.5.C.5, who request a voluntary transfer from an installation beyond the District or 100-mile geographic radius through regular eReassign;
6. residual vacancies that remain after Item 5 above will be filled by the:
 - a) conversion of Postal Support Employees (PSEs) within the same installation; or,
 - b) acceptance and placement of voluntary reassignment (transfer) requests pending in eReassign from bargaining unit employees who meet the minimum qualifications (including full and part-time Clerk Craft employees) or reassignment of bargaining unit employees within the installation. Employees from other APWU crafts in an impacted installation will receive priority consideration. If there are insufficient requests from bargaining unit employees who meet the minimum requirements, nonbargaining unit employees may be reassigned to a full-time regular opportunity.

Reassignment requests will be made with normal considerations contained in the Memorandum of Understanding, Re: *Transfers*, based on the order the

applications are received. The number of career reassignments allowed under this paragraph is limited to one (1) in every four (4) full-time opportunities filled in offices of 100 or more workyears and one (1) in every six (6) full-time opportunities filled in offices of less than 100 workyears. At least three (3) or five (5), as applicable, of full-time opportunities will be filled by conversion of PSEs to full-time regular career status based on their relative standing in the same installation as the full-time opportunities. **For the first full-time opportunity in each block of four or six, if the relative standing date of the PSE within the installation (bid cluster) is older than the date of the request for a transfer to the installation, the PSE will be converted. The process will be continuous, in blocks of 4 or 6, as applicable.** Such conversions will take place no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee or employer rejects the offer/request.

7. **Clerk Craft PTFs/PSEs who express a preference from an installation within a 50-mile geographic radius. All Clerk Craft PTF applicant(s), by installation seniority order, will be processed ahead of PSE applicant(s). In the event there are no PTF applicants, the PSE with the highest installation standing within the 50 miles will be selected. PTF placement in the assignment or conversion of PSEs to career will take place no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee/employer rejects the offer/request. Normal considerations contained in the Transfers MOU will not apply.**

B. When there is a demonstrated need to create and/or fill PTF assignments, such assignments will be filled in the following order:

1. conversion of Clerk Craft PSEs within the installation by relative standing no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee/employer rejects the offer/request;

2. offer to **Clerk Craft PTFs/PSEs working in an installation within a 50-mile radius of the installation with the vacancy. All Clerk Craft PTF applicant(s), by installation seniority order, will be processed ahead of PSE applicant(s). In the event there are no PTF applicants, the PSE with the highest installation standing within the 50 miles will be selected. PTF placement or conversion of PSEs to career will take place no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee/employer rejects the offer/request. Normal considerations contained in the Transfers MOU will not apply.**

C. All residual vacancies will be made available through eReassign for a period of twenty-one (21) days. The results of this posting will be determined by the

application of Items 3 - 6 above.

D. When converting PSEs to residual Function 4 duty assignments with window duty requirements, the conversion to career will be deferred, if necessary, until after the PSE(s) with the highest relative standing is provided an opportunity to train and qualify on window requirements. Any PSE who fails to qualify under this training opportunity, will remain in a PSE status, with the same relative standing, for future conversion opportunities. PSEs who fail to qualify on the window requirements will serve the 180-day restriction provided in Article 37.3.F.7.b.

E. 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 mutual exchange in accordance with Article 37.2.D.7, or through the Article 12 involuntary reassignment process or pursuant to this Agreement.

F. The seniority of employees moving between installations pursuant to the terms of this Agreement will be determined by application of the relevant provisions of the Collective Bargaining Agreement.

G. Employees moving between installations pursuant to the terms of this Agreement are solely responsible for any and all costs related to relocation.

H. The National APWU Director of the Clerk Division, **or designee**, will be provided an **electronic** list of all residual vacancies posted for each **Clerk Craft 21-day posting, Regular eReassign posting, 50-mile canvassing report(s)** and the results **of each**.

I. The parties agree to establish a Task Force, within six (6) months of the signing of this Agreement, to explore ways to expedite the eReassign posting and placement process.