

APWU, USPS Reach Agreement On Workers Displaced by Katrina

The APWU and USPS have reached an agreement on procedures for assigning employees impacted by Hurricane Katrina, union President William Burrus has announced. A Memorandum of Understanding, signed by Burrus and the USPS Vice President for Labor Relations on Sept. 27, provides for an interim period; a voluntary transfer period; and an involuntary reassignment period.

“This agreement is the first of its kind,” Burrus said. “We have no prior experience trying to relocate thousands of employees. It was quite a challenge.”

Interim Period

During the interim period, “all impacted employees volunteering to work shall be accommodated” with temporary assignments “within their craft and as close to their permanent work schedule as possible.” Impacted employees may be employed “as needed at any location in order to provide employment and maintain the efficiency of the operations of the Postal Service,” the memo says. “During this time of emergency, per diem, travel time and out-of-schedule pay shall not apply.”

A liberal leave policy will remain in effect for impacted employees, who are defined as regular workforce employees in crafts represented by the APWU, “whose official duty station on September 2, 2005, was in an office that curtailed all operations due to Hurricane Katrina.”

The memo stipulates that circumstances may arise in which impacted employees decide to relocate to other areas during the interim period. Such impacted employees may request to change their office of temporary employment during the interim period by providing notice to the installation head of the losing facility. “Such requests will be approved within seven calendar days, unless it is operationally infeasible.”

The interim period will end with the permanent placement, transfer, reassignment or return to the duty assignment of the employee.

Voluntary Transfer Period

Impacted employees will be given opportunities to transfer to other installations, and, “if practicable, such requests will be approved.” Full-time employees shall be considered for transfer as full-time employees into residual duty assignments.

The employees will have craft seniority as if they had been involuntarily reassigned, and will be provided retreat rights to their original installation. Should excessing take place in

the gaining office from the date of the reassignment through Jan. 1, 2010, employees reassigned under the terms of the memo will be placed at the bottom of the seniority list.

The memo also stipulates that at the gaining facility, during the course of a service week, “the employer will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to casuals and/or to Transitional Employees.”

Voluntary transfer requests may begin immediately and must be received no later than midnight Oct. 28. Reassignments resulting from the requests must be completed no later than Nov. 18.

Impacted employees who voluntarily transfer will receive a \$500 lump-sum payment.

Involuntary Reassignment Period

At the end of the voluntary transfer period, on Nov. 19, 2005, all impacted employees who have not returned to their former duty assignment or have not volunteered for reassignment will be reassigned under the provisions of Article 12.5.C.1 of the National Agreement.

Such employees shall receive applicable relocation expenses, such as moving, mileage, per diem, and reimbursement for movement of household goods, in accordance with Article 12.5.B.5 and other applicable regulations.

The involuntary reassignment procedure must be completed no later than Jan. 20, 2006.

General Provisions

The agreement stipulates that in the event of permanent placement, transfer, or reassignment of an impacted employee, the APWU local must be informed of the circumstances of the relocating employee, including the date of reassignment, principle assignment area, and hours of duty.

Impacted employees will not be permanently transferred or reassigned to sections, crafts or installations that have implemented Article 12 excessing where excessed employees have current retreat rights.

Disputes arising from the memo will be handled through the national administrative dispute resolution procedure. The memo and a set of Questions & Answers about it, agreed to by the APWU and USPS, are available at www.apwu.org.