

**Memorandum of Understanding
Between The
United States Postal Service
And The
American Postal Workers Union, AFL-CIO**


RE: Transfer Opportunities to Minimize Excessing


Pursuant to the Memorandum of Understanding (MOU) on Transfer Opportunities to Minimize Excessing dated September 12, 2005, the parties held a series of meetings to discuss the methods by which this understanding would be implemented. As a result of these meetings the parties agree to the following:

1. All APWU employees in the installation and affected craft experiencing excessing from the craft or installation may voluntarily submit a request for transfer through eReassign. These employees will be placed on a preferred listing within eReassign by date order. These volunteers will be allowed to transfer out of their impacted installation in accordance with the MOU on Transfer Opportunities to Minimize Excessing and the procedures described herein.
 - A. Affected employees requesting transfer must meet the minimum qualifications for the position being considered.
 - B. In accordance with applicable provisions of the EL-312 Handbook, nepotism rules are still in effect.
 - C. The following sections of the Transfer Memorandum of Understanding (page 305, of the 2000-2006 National Agreement) are modified in order to accommodate transfer opportunities to minimize excessing. Specifically:
 1. Section B & C (page 305-306) - Ratios contained in the Transfer MOU are not applicable to affected employees applying for transfer as a result of impending excessing.
 2. Section D (page 306) – Affected employees work, attendance and safety records will not be considered when applying for transfer as a result of impending excessing.
 3. Section D.1 (page 305-307) – Affected employees will not be required to have 18 or 12 months of service (as applicable) in their present installation prior to requesting a transfer to another installation. Additionally, any craft lock in period will also not apply to affected employees that qualify for priority consideration.
 4. Section E (page 307) – A minimum of 30 days notice to the losing installation will be afforded if possible. Neither the gaining nor losing installation can place a hold on the employee. The affected employee will be allowed to transfer prior to the excessing if they desire and choose their effective date of transfer will coincide with the start of a pay period at the gaining installation. The losing installation will coordinate between the employee and the gaining installation.
 - D. The Postal Service will not provide affected employees copies of vacancies at postal facilities in advance of transfer requests. Installations with hard-to-fill vacancies post them in eReassign as Reassignment Opportunities.

Employees can request reassignment to these specific positions. It is the responsibility of the affected employee to check on a regular basis in eReassign for Reassignment Opportunities. Employees may also request transfers to offices that do not have reassignment opportunities listed on eReassign.

2. Selections by installations accepting transfer requests will be on a seniority basis using craft installation seniority from the losing installation.
 - A. In the event of a seniority tie, the tie breaker method will be as follows: a). total career postal time, and b). entered on duty date.
 - B. An employee's seniority in the gaining installation is established by the respective gaining craft article in the collective bargaining agreement based on the employee being a voluntary transfer (not excessed) employee.
3. An employee accepting a transfer under the priority consideration will have their name removed from the priority eReassign pending request list at all locations. Affected employees requesting transfer can change their mind and decline a transfer opportunity. By doing so, the affected employee's name will be removed from the priority eReassign pending request list at the declined location and the affected employee becomes immediately available for involuntary Article 12 reassignment.
4. Employees may transfer across APWU craft lines. Transfers outside craft lines will be processed in accordance with applicable provisions of the collective bargaining agreements and postal regulations. Affected employees requesting transfer must meet the minimum qualifications for the position being considered. The first selection will come from same craft to same craft prior to making cross craft selections. There is no priority consideration to non-APWU craft positions.
5. Simultaneous (duplicate) requests for transfer by the same employee to the same craft and installation in eReassign are not permitted.
6. Employee may receive a printed confirmation of their request through eReassign.
7. Impacted crafts or occupational groups in installations under Article 12 withholding are not available for transfer requests.
8. As a result of the MOU, there are no changes to the Article 12 time frames for notification to the union.
9. Disputes arising from the application of Transfer Opportunities to Minimize Excessing MOU will be processed at the Area level. If unable to resolve at Area level the dispute will be forwarded to the Headquarters level.


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 William Burrus
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