

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL POSTAL MAIL HANDLERS UNION

Re: Employee Reassignment/Work Issues Arising from Hurricane Katrina

It is the parties' intent to minimize the dislocation and inconvenience to employees while maintaining the efficiency of Postal Service operations in the aftermath of the emergency situation created by Hurricane Katrina. For the purposes of this MOU, an "impacted employee" is defined as a regular work force employee in a craft represented by the NPMHU whose official duty station on September 2, 2005, was in an office that curtailed all operations due to Hurricane Katrina. Accordingly, the parties agree as follows:

**General Principles**

General principles of Article 12 and Article 8 will be followed. Impacted employees who are allowed to work where they have relocated will be treated as voluntary temporary reassignments.

Prior to the permanent placement, transfer or reassignment of an impacted employee the local union should be informed of the circumstances of the relocating employee including the date of reassignment, principle assignment area and hours of duty.

Ill or injured employees requesting to work on a temporary basis in alternative locations due to dislocation caused by Hurricane Katrina shall not be unreasonably denied work based on their physical limitations.

The parties agree to add disputes arising from Hurricane Katrina to the listing of subjects pursuant to the Memorandum of Understanding National Administrative Committee (MOU NAC).

**1. Interim period**

- a. The interim period shall end with a permanent placement, transfer, permanent reassignment or return to the duty assignment of the impacted employee.
- b. 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, provided that it is within a reasonable commuting distance from their current (temporary) residence.

- c. Assignments made during this interim period will be considered voluntary temporary assignments.
- d. Full-time impacted employees will, to the extent possible, be offered an assignment within their same craft and as close to their permanent work schedule as possible. All employees volunteering to work shall be accommodated.
- e. Where work does not exist in the same schedule, employees will report to duty as determined by management.
- f. Every effort will be made to provide part-time employees with work hours commensurate with the work hours worked prior to the Hurricane Katrina impact. If such work hours are not available, they will be assigned work consistent with the minimum contractual work hour guarantee entitlement.
- g. A liberal leave policy will be in effect for impacted employees until such time as management determines to modify or terminate the policy.
- h. No per diem, travel time or out of schedule premium will apply to temporary assignments given to displaced employees.
- i. Work assignments which require the movement of employees within various operations will be made consistent with the provisions of Article 12.3E3 and 4. For these purposes employees displaced by Hurricane Katrina, temporarily assigned to another facility, will have seniority considered one day junior to the junior employee in their same status category, e.g. an impacted full-time employee will be considered one day junior to the junior full-time employee in the host office.
- j. Overtime assignments will be made without detriment to employees on the host office's overtime desired list. Every effort will be made to protect the integrity of the negotiated overtime desired list. If overtime is needed, overtime desired list employees of the host office will have the first opportunity to work.
- k. The local parties will meet and discuss whether temporarily reassigned employees will be added to the overtime desired list, or to the daily overtime desired list. The local parties will discuss whether temporarily reassigned employees will be allowed to sign the overtime desired list for the new quarter, and where these temporarily reassigned employees will be placed on such list(s).
- l. To minimize the impact on career employees casual employees will be released or will have their hours reduced to the maximum extent possible.
- m. Article 15 procedures will be handled as if the temporarily reassigned employee were a permanent employee of the host office, however, no grievances will be deemed procedurally defective should they be filed in the originating local Union or Branch.

## 2. Voluntary transfer period

- a. Impacted employees will be given an opportunity to voluntarily indicate if they wish to permanently transfer to a vacancy in the mail handler craft at a different installation.
- b. Voluntary transfer requests under this MOU must be received no later than midnight on December 15, 2005 in order to receive priority consideration ahead of other transfer requests.
- c. To the extent that there are mail handler vacancies such requests will be approved.
- d. Such transfer requests will be considered ahead of all other voluntary transfer requests.
- e. If impacted employees are granted their voluntary transfer request under the provisions of this memorandum, their seniority in the gaining installation will be retroactively determined as of September 3, 2005.
- f. Their status will be that of a part-time flexible employee. If the September 3, 2005 seniority date would have provided a conversion opportunity for part-time flexible employees in the gaining installation, the transferee will be a full-time regular employee with a seniority date of September 3, 2005.
- g. Impacted employees who are voluntarily transferred under the provisions of Section 2 of the MOU shall receive a \$500 lump sum.

## 3. Involuntary reassignment period

- a. At the end of the voluntary transfer period, remaining impacted employees may be reassigned pursuant to Article 12 of the National Agreement.
- b. For the purposes of assisting employees impacted as a result of Hurricane Katrina, reassignments may be made pursuant to the procedures outlined in Article 12.6.C.1, Discontinuance of an Independent Installation pending further discussions at the National level.

This Memorandum of Understanding does not set a precedent for any purpose, and may be cited in this and other forums only to enforce its terms.

  
\_\_\_\_\_  
Doug A. Tulino  
Vice President, Labor Relations  
United States Postal Service

 9/27/05  
\_\_\_\_\_  
John F. Hegarty  
President  
National Postal Mail Handlers Union