

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

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 and the rebuilding phase. For the purposes of this MOU, "impacted employee" is defined as an employee whose official duty station or residence on September 2, 2005, was in an office or area serviced by an office that curtailed all operations due to Hurricane Katrina. Accordingly, the parties agree as follows:

1. Emergency Interim Period (Letter Carrier Regular Work Force)

Impacted employees volunteering to work outside their installation shall be accommodated within their same craft and as close to their permanent work schedule as possible.

Impacted employees not able to work their regular assignment may be employed as needed at any location in order to provide employment and maintain the efficiency of the operations of the Postal Service. In order to provide such employment for impacted employees during this time of emergency, per diem, travel time or out of schedule shall not apply to temporary assignment of impacted employees. Impacted employees will be assigned within a reasonable distance from their home or temporary residence taking into consideration availability of public transportation.

Impacted employees will maintain their employee category within the regular workforce and, as applicable; such employees may bid, opt and carry over their placement on the overtime desired list. An impacted employee's opt will be ended when the employee returns to his/her regular assignment or if the employee is permanently transferred or reassigned. Impacted employees assigned to a different installation will have a craft seniority of September 3, 2005 for the duration of the temporary assignment. If necessary, ties in seniority will be broken using the provisions of the National Agreement.

It is recognized that circumstances may arise where an impacted employee and family decide to locate to another area because of housing needs, e.g., employees presently housed in public shelters who relocate to be with family members in another location. If such circumstances arise the impacted employee may request to change their office of temporary employment during the interim period by providing advance notice to the installation head of the losing facility. Such requests will be approved within seven calendar days unless it is operationally infeasible.

Employees will not be involuntarily moved from their temporary duty station unless transferred or reassigned pursuant to this memo. The interim period shall end with a

permanent placement, transfer, reassignment or return to the work assignment of the impacted employee.

A liberal leave policy will be in effect for impacted employees.

2. Voluntary Transfer Period (Letter Carrier Regular Work Force)

The national parties will establish a joint task force to develop and monitor procedures for the voluntary transfer and retreat of impacted employees. The task force will establish a process that incorporates the eReassign web based computer application to facilitate matching carrier transfer opportunities with carriers requesting voluntary transfer. The task force will also create a merged seniority list of all impacted employees.

Letter carriers who have been temporarily assigned to another installation during the interim period may elect to be permanently transferred to that installation if management indicates that such placement is available. Letter carriers wishing to remain in their temporary installation should list that installation as their first preference within eReassign.

Impacted employees who are not transferred pursuant to the above paragraph, will then be given the opportunity to voluntarily request transfer to another installation. If practical, such requests will be approved. Impacted employees wishing to voluntarily transfer under the provisions of this section will indicate the requested offices in the eReassign application or by submission of an eReassign Request for Reassignment form by midnight on November 15, 2005. If more than one request is made for a vacancy, such requests will be approved based on the merged seniority list established by the task force.

The Postal Service will provide each impacted employee with a letter advising them of request for transfer opportunities and instructions on how to use the eReassign program. Included with this letter will be a copy of the eReassign Request for Reassignment Form.

Letter carrier craft seniority for transferees in their new installation will be September 3, 2005, however they will have retreat rights to their original installation. Employees will receive full seniority upon retreating to their original installation.

Impacted employees will not be permanently transferred to sections or installations, as applicable, where previously excessed letter carriers have current retreat rights, if a section or installation that is currently withholding assignments pursuant to Article 12 of the National Agreement or if the placement of the impacted employee would cause excessing.

In the event a full-time employee is transferred to an installation that does not have a residual vacancy, the impacted employee becomes an unassigned full-time letter carrier.

Full-time regular carriers will carry over their current overtime desired list designation.

Impacted employees who are voluntarily transferred are not entitled to relocation benefits but will receive a \$500.00 lump sum payment.

Reassignments resulting from voluntary transfer requests shall be completed no later than November 30, 2005.

3. Involuntary Reassignment Period (Letter Carrier Regular Work Force)

For the purposes of this MOU, at the end of the voluntary transfer period (November 30, 2005), any remaining excess employees may be involuntarily reassigned pursuant to Article 12 of the National Agreement. Disputes regarding such excessing and retreat will be addressed by the national task force.

The Article 12 involuntary reassignment procedures shall be completed as expeditiously as possible and will be completed no later than January 20, 2006.

4. General

If possible, prior to the permanent placement, transfer or reassignment of an impacted employee the local branch must be informed of the reassignment including the date of reassignment, principle assignment area and hours of duty.

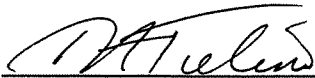
The national task force will oversee the application of this MOU. The Task force will deal with disputes over transfers, scheduling, assignments, leave and other related issues of impacted employees.

The Postal Service will comply with current rules and regulations when reestablishing delivery operations in impacted offices with city delivery. When reestablishing delivery to addresses previously served by city letter carriers, delivery will be performed by city letter carriers.

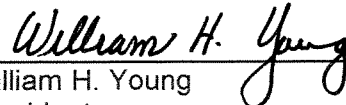
To minimize the impact on career employees, casual employees in the gaining office will be released or will have their hours reduced to the maximum extent possible in order to provide straight-time work hours for impacted employees.

Article 15 procedures will be handled as if the temporarily reassigned employee were a permanent employee of the host office, however, no grievance will be deemed procedurally defective solely because it is instead initiated in the employee's original duty station.

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.



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William H. Young
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National Association of Letter
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Date: 10/21/05

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: Employee Reassignment/Work Issues Arising from Hurricane Katrina (Modification Regarding Voluntary Requests for Transfer)

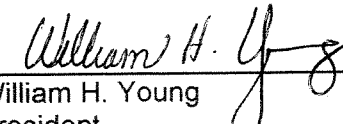
The parties agree to eliminate paragraph 9 of Section 2 of the Memorandum Of Understanding dated October 21, 2005, Re: Employee Reassignment/Work Issues Arising from Hurricane Katrina and replace with the following paragraph:

Any impacted employee, as defined in the October 21, 2005 Memorandum of Understanding, who voluntarily transfers under section 2 will receive bargaining unit relocation expenses consistent with Article 12 Section 5.B.5 of the National Agreement.

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.



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Date: 10/26/05