

REASSIGNMENTS

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With the continued changes to the Postal Service's network, we can expect to see reversions, abolishments, and changing of hours and scheduled days off of the current bids. When these changes occur, it could result in mail handlers being excessed from their sections or even possibly from the installation. Since we have been getting many questions recently, especially regarding sectional excessing, this article addresses how these different changes are handled.

When management makes the determination that mail handlers must be reassigned within an installation due to an excess of employees within a section, the provisions of Article 12.6C4 of the National Agreement will apply in most cases. Article 12.6C4a provides that the identification of assignments that comprise a section are to be determined locally through local negotiations. Those local negotiations, which are covered in Article 30, are normally conducted shortly after each new National Agreement. The identification of what is considered a section is usually shown in Item P or Item S of the installation's Local Memorandum of Understanding. Article 12.4 allows that a section may be defined as: a pay location, by floor, tour, job within an area, type of work, by branches or stations, entire installation, incoming or outgoing. If no sections are established by local negotiation, the entire installation shall comprise the section. When the entire installation is the section, the provisions of Article 12.6C4 will not apply. In that instance, other provisions of Article 12 covering abolishment, reposting and bidding of assignments will apply.

Under Article 12.6C4b and 12.6C4d, management must first identify the full-time duty assignments that are to be abolished and the junior full-time mail handlers that will be reassigned. The employees who will be reassigned from the section will be the junior full-time employees in the section who are at the same salary level (either Level 4 or Level 5) of the assignments that will be abolished. These mail handlers may not be the actual employees holding the bid positions of the assignments that are being abolished. These junior employees who are excessed will become unassigned regulars, retain their seniority and salary level, and may bid on any existing vacancies for which they are eligible to bid. They

also will be assigned a fixed schedule until they either successfully bid or are placed in a residual vacancy.

These reassigned employees are also entitled to retreat rights back to the section upon the first residual vacancy in their salary level. Failure of the reassigned employee to accept the first residual vacancy will end their retreat rights. The right to retreat to a lower salary level in the section such as in the case of a Level 5 to a Level 4 vacancy is optional and does not end the retreat right entitlement.

It is important to note that under Article 17.3C, an employee serving as a steward or chief steward may not be involuntarily reassigned to another tour, station, or branch of the installation unless there is no job for which the employee is qualified. This language does not apply to alternate stewards.

The provisions in Article 12.6C4d3 apply to the employees who remain in the section. Management must implement an expedited selection process for the duty assignments that remain. This process allows the senior employee whose duty assignment was abolished to now be offered his/her choice of duty assignments in their same level that are remaining in the section, starting with the duty assignment that was held by the employee that was junior to him/her. That process continues in seniority order until all of the duty assignments are filled. Any employee who declines to make a selection will be assigned to the remaining duty assignments after the expedited selection process is over. The results of this expedited selection process become effective at the beginning of the next pay period.

It is important to remember that all newly created duty assignments, duty assignments where the scheduled hours are being changed more than four hours and duty assignments where the scheduled days off are being changed must be posted for bid for the entire installation. These assignments are not offered as part of the expedited selection process.

When it becomes necessary to excess from the facility, Article 12.5 applies. These provisions state that the following should occur: that dislocation and inconvenience to the regular workforce be kept to a minimum; that if a major relocation of employees is planned, the parties must meet at the national level at least 90 days in advance of implementation; that an Area/Regional meeting must also take place as

much as six months in advance if possible, where the Union will be advised of the anticipated impact by craft, and of the installations with available vacancies for the employees to be reassigned; that to minimize the impact on the regular workforce, casual mail handlers and MHAs will be separated to the extent possible prior to excessing Full Time Regular career Mail Handlers from the installation; and that the junior full time employee subject to excessing has the option of reverting to part time flexible status, if available in that installation, instead of being reassigned.

The provisions that cover the reduction of the number of employees in an installation other than through attrition are found in Article 12.6C5. Before excessing outside the installation, management must identify the number of excess junior employees in the craft. Those employees who meet the minimum qualifications for vacant assignments in other crafts in the installation will be involuntarily reassigned into those vacant positions which are in the same (equivalent) or lower level. Article 12.6C5a4 of the National Agreement allows that prior to resorting to reassignment outside of the installation, any senior employee who has been identified as excess and who meets the minimum qualification standards for the vacant assignment in other crafts may volunteer to remain in the installation in the other craft in lieu of the junior employees who are identified as excess. The excess employees who are placed in these other craft positions will be returned to the mail handler craft at the first opportunity.

When it becomes necessary to excess outside of the installation, mail handlers are excessed by inverse seniority by status (Full Time Regular, Full Time Flexible, Part Time Regular, Part Time Flexible) regardless of their level. Whether an employee is on limited or light duty would have no bearing on the employee being excessed. The only factor in determining who will be excessed is seniority.

The Regional Director for the NPMHU will be notified at least thirty days in advance of any excessing outside of an installation that does not involve employee relocation. The notice will include a list of potential vacancies for reassignment. The impacted employees will also receive the same notification. When relocation benefits are applicable, the Regional Director and the impacted employees will receive at least a sixty-day notification which will also include a list of potential vacancies.

Relocation benefits include moving, mileage, per diem and reimbursement for movement of household goods. Relocation benefits are not available unless you are involuntarily reassigned to a facility where your new commute

is fifty miles or more than your current commute. In depth information on relocation benefits can be found in Handbook F-15C, Relocation Policy.

Article 12.2G6 establishes the seniority for any mail handler who is involuntarily reassigned. A mail handler who is involuntarily moved from one installation to another will have their seniority established as the employee's time in the Mail Handler craft. This would mean that an employee would take their seniority with them and would be merged into the gaining facility seniority list. In some cases, a mail handler could actually gain seniority if they previously had time in mail handler craft in another facility and had lost that seniority by voluntarily transferring.

Employees who have been reassigned also have retreat rights. This means that the employees shall be entitled to be returned to the first vacancy in any level in the craft in the installation from which they were reassigned. Employees

are retreated by the seniority that was held in the losing installation. The right to retreat is honored until the employee withdraws or declines to accept an opportunity to return. Under provisions added in the 2011 National Agreement, these retreat rights are automatic, and a mail handler need not apply for them.

A senior mail handler in the same installation, who is not subject to being excessed, may also volunteer to be reassigned to the gaining facility in lieu of the senior full-time employee who was to be involuntarily excessed. This "senior in lieu of" employee would take the seniority of the senior full-time employee that he or she would be replacing. The senior employee who accepts the reassignment as a "senior in lieu of" does not have retreat rights back to the installation.

To also minimize the impact of excessing in an installation, the parties have agreed to a Memorandum of Understanding Re: Excessing Issues. This MOU allows all mail handlers in a facility that is experiencing excessing to have priority eReassign status. This means that the employee will be able to request a voluntary transfer to another facility, with placement on a preferred listing. The priority status begins the day that the Regional Director is given an impact notice and continues until the excessing from that installation is completed. An employee's work, attendance, and safety record are not considered when applying for transfer under the terms of this MOU. This is considered a voluntary transfer. An employee would start a new period of seniority, would receive no relocation allowances, and would have no retreat rights.

If you have any questions about any of these processes, please see your steward.

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