



LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE MANAGEMENT OF THE UNITED STATES
POSTAL SERVICE**

NEW IBERIA, LA 70560-9998

AND

THE NEW IBERIA AREA LOCAL # 3067

OF

**THE AMERICAN POSTAL WORKERS UNION,
AFL-CIO**

NOVEMBER 21, 2010 – MAY 20, 2015

STEVE BREAUX, PRESIDENT

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON THE **27th DAY OF SEPTEMBER 2011**, AT **NEW IBERIA, LOUISIANA**, BY AND BETWEEN REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENTS OF THE UNION SIGNATORY TO THE **2010 – 2015 NATIONAL AGREEMENT**, AMERICAN POSTAL WORKERS UNION, AFL-CIO, ALSO KNOWN AS THE APWU, IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 30, OF THE **2010 – 2015 NATIONAL AGREEMENT**. THE EMPLOYER RECOGNIZES THE APWU AS THE DESIGNATED EXCLUSIVE BARGAINING REPRESENTATIVE FOR ALL EMPLOYEES IN THE CLERK AND MAINTENANCE CRAFTS IN THE NEW IBERIA, LOUISIANA POST OFFICE. THIS MEMORANDUM OF UNDERSTANDING CONSTITUTES AN AGREEMENT ON MATTERS RELATING TO THE LOCAL CONDITIONS OF EMPLOYMENT, PERSONNEL, POLICIES AND PRACTICES AND THE WELL BEING OF THE EMPLOYEES REPRESENTED BY THE NEW IBERIA AREA LOCAL, APWU, AFL-CIO. THIS MEMORANDUM OF UNDERSTANDING COVERS ALL CLERK CRAFT AND MAINTENANCE CRAFT EMPLOYEES IN THE NEW IBERIA, LA POST OFFICE.

IT IS UNDERSTOOD AND AGREED THAT THOSE ITEMS WHICH ARE IN DISPUTE AND HAS BEEN REFERRED TO THE IMPASSE PROCEDURES AND WHICH UPON THE FINAL RESOLUTION BY THE IMPASSE PROCEDURES SHALL BE INCORPORATED INTO THIS MEMORANDUM OF UNDERSTANDING.

THIS MEMORANDUM OF UNDERSTANDING SHALL BE IN FULL FORCE AND IN EFFECT UNTIL MIDNIGHT **MAY 20, 2015**, UNLESS EXTENDED BY AGREEMENT BETWEEN THE PARTIES AT THE NATIONAL LEVEL. THE TERMS OF THIS MEMORANDUM OF UNDERSTANDING ARE SUBJECT TO THE GRIEVANCE PROCEDURE AS CONTAINED IN ARTICLE 15 OF THE NATIONAL AGREEMENT.

NOTIFICATION TO THE UNION ON EEO DECISIONS

WHENEVER A DECISION IS MADE OR IMPLEMENTED AT THE POSTAL SERVICE LEVEL ON AN EEO COMPLAINT WHICH AFFECTS, OR HAS ITS BASIS IN, THE NATIONAL AGREEMENT OR LOCAL MEMORANDUM OF UNDERSTANDING, THE PRESIDENT OF THE NEW IBERIA AREA LOCAL WILL BE ADVISED OF SUCH DECISION IN WRITING.

ITEM # 1: WASH-UP TIME (ARTICLE 8, SECTION 9)

Installation Heads and Supervisors shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

ITEM # 2: THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF (ARTICLE 8, SECTION 2.C)

The regular work week: **Traditional** FTR employees normal work week shall be five (5) service days, each consisting of eight (8) hours within 9 consecutive hours with two (2) fixed days off. As far as practicable the five (5) days shall be consecutive days within the service week. This provision applies to all APWU represented employees.

Impasse Decision, December 20, 2011 GATS # [12022720](#)

ITEM # 3: GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

- A)** The decision for curtailment or termination of postal operations to conform to the orders of local authorities or as local conditions warrant because of emergency conditions shall be made by the installation head or designee. When the decision has been reached to curtail postal operations, management will notify and seek the cooperation of local news media and postal authorities to keep employees informed. Every effort shall be made to protect the safety and welfare of all employees.
- B)** APWU officials will be notified of all decisions on curtailment or termination of Postal Operations.
- C)** In the event local authorities have issued a mandatory evacuation order for a designated area, employees living in that designated area shall be allowed to be excused from work when the mandatory evacuation order has been issued.

Examples of such emergencies or Acts of God: Fires, biological hazards, bomb

threats, toxic material spill, violence or robbery, and weather conditions.

ITEM # 4: FORMULATION OF LOCAL LEAVE PROGRAM

(ARTICLE 10, SECTION 3)

- A)** 14% of the employees in each craft represented by the APWU shall be guaranteed off on annual leave each week during the choice vacation period. In the event PSE'S are on the rolls, these employees shall count toward the percentage. Any fraction of .5 or more shall be rounded up to the next highest number. The custodians and the rehab employees are considered in a separate category and shall choose their vacation on a separate calendar.
- B)** The APWU Steward or Union designee will begin to circulate the vacation calendars no later than November 1st of each year. Each employee shall be allowed a forty-eight (48) hour period of possession of the choice vacation calendar to make their choice vacation selections. Employees will be passed over if employee cannot be contacted to make their choice vacation selection within a seventy-two (72) hour period. Upon return, the employee will have forty-eight (48) hours in which to make a selection in any of the unfilled choice vacation slots.
- C)** Choice vacation shall be on a seniority basis. After the vacation schedule is set, no employee shall be allowed to switch or trade a week of vacation with another employee. They shall be allowed to turn back a week and request another week. The request shall be approved if the percentage has not been met.
- D)** If an employee turns back/cancels choice vacation leave, or retires or transfers, leave shall be posted for bid on a first-come-first-served seniority basis, providing the senior bidder has enough leave to cover the length of time. If the senior bidder does not have enough leave to cover the absence and does not want to turn back any previously scheduled leave, it shall be given to the second senior bidder.
- E)** If an employee does not have enough annual leave accrued for their entire scheduled absence, he/she shall be allowed to take the amount accrued, supplemented by LWOP, if requested and approved, or shall turn back leave. When an employee turns back leave, it must be in writing.
- F)** An employee shall not be required to work on their non-Scheduled days, holidays or designated holidays, during, prior to, or immediately following their choice vacation.
- (1)** However, if they so desire, employees can sign the voluntary holiday list advising their supervisor that they are available to work their holiday, designated holiday, or their non-scheduled day when it is in conjunction with their choice vacation. Employees on the OTDL can advise their supervisor in writing that they are available to work their non-scheduled day when it is in conjunction with their choice vacation.
- G)** If an employee becomes ill while on their choice vacation, that portion of their annual leave, if requested, shall be changed to sick leave. Since

that portion of their choice vacation is no longer part of their choice vacation leave, the employee shall be allowed to make another selection in the choice vacation period equal to the amount that was changed to sick leave, provided that the 14% has not been met.

H) Employees temporarily detailed to a non-bargaining unit position shall not be allowed to select choice vacation annual leave while they are detailed to the non-bargaining unit position. When the non-bargaining unit detail is over, the employee shall be allowed a 24-hour possession of the choice vacation calendar, provided they were passed over, to select their choice vacation, as per the procedures in Item # 4.

I) When an employee is temporarily detailed to a non-bargaining unit position and their choice vacation is during this detail, they shall not count towards the percentage for annual leave. Their leave shall be posted for bid on a first-come-first-served seniority basis, providing the senior bidder has enough leave to cover the length of time. If the senior bidder does not have enough leave to cover the absence and does not want to turn back any previously scheduled leave, it shall be given to the second senior bidder.

J) All advance commitments for granting annual leave must be honored except in serious emergency situations, when the President of the local will be notified. Care shall be exercised to assure that no employee is required to forfeit any part of such employee's choice vacation annual leave.

ITEM # 5: DURATION OF CHOICE VACATION PERIOD
(ARTICLE 10, SECTION 3.C)

The choice vacation period shall be the week of February 1st through the week of November 30th and the weeks of Christmas and New Years.

ITEM # 6: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD (ARTICLE 10, SECTION 3.E)

The beginning day of the choice vacation shall be Monday.

ITEM # 7: NUMBER OF SELECTIONS DURING CHOICE PERIOD
(ARTICLE 10, SECTION 3.D)

A) Choice vacation leave shall be granted as follows by seniority during two selection rounds:

(1) Employees who earn 20-26 days (156-208 Hours) of annual leave per year shall be granted 1 or 2 selections of up to 15 days of continuous annual leave during the first selection round.

(2) Employees who earn 13 days (104 Hours) of annual leave per year shall be granted 1 or 2 selections of up to 10 days of continuous annual leave during the first selection round.

(3) NTFT employees shall request choice vacation leave according to the number of hours they are guaranteed during a course of a service week. It is understood that NTFT employees who work less than 8 hours per day, their unscheduled hours are opened for leave up to the percentage.

(4) One extra slot shall be placed on the calendar for employees who may desire to put their name on a standby basis, should any employee cancel their choice vacation period. These employees shall be granted their choice vacation leave immediately upon the cancellation of any choice vacation leave for the same time period. This standby slot shall be part of the employee's choice vacation selection.

(5) If an employee is excessed into or transfers into this office during the year and the choice vacation selections have been selected for the year, they shall be given 72 hours to choose their choice vacation (First Round Only) within the remaining open slots. The hours chosen shall depend on the amount of leave they earn each year. (See #'s 1 & 2 above). If the employee has an approved PS Form 3971 from their former installation for Choice Vacation, the approved 3971 will be honored only if the percentage has not been met. If the percentage has not been met, the employee must resubmit a new PS Form 3971 for the same time period.

B) During the second round, employees who earn 20-26 days (160-208 Hours) of annual leave shall be granted 1 selection of up to 5 days of continuous annual leave during the second selection round.

C) During the second round, PSE's who have accrued or will accrued 40 hours of annual leave in the coming year, shall be granted 1 selection of up to 5 days of continuous annual leave during the second selection round.

ITEM # 8: WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD
(ARTICLE 10, SECTION 3.F)

A) Union Convention: (Article 10, Section 3.F and Article 24, Section 2)

The week of the National or State Convention will not be included in the choice vacation period for a delegate to said convention. The delegate to said convention shall have the option to use annual leave or leave without pay (LWOP) to attend such conventions. The employee shall be granted another selection in the choice vacation period. The state convention convenes bi-annually on the second Thursday of the month of June in odd number years. The National Convention convenes bi-annually in even number years. The Calendar shall be blocked off during these weeks to allow the delegates, who want to attend, the opportunity to do so, up to the 14%.

B) Jury Duty:

If an employee is called for jury duty during his/her choice vacation, he/she shall be allowed to cancel all or part of his/her choice vacation and reschedule, if so desired, in the choice vacation period, providing the dates of the request are available.

C) Military Leave:

If an employee is required to take military leave during his/her scheduled choice vacation, he/she shall be granted another selection in the choice vacation period, equal to the amount of their scheduled choice vacation for this period, providing the dates of the request are available.

ITEM # 9: DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD
(ARTICLE 10, SECTION 4.B)

The maximum number of employees to be granted annual leave each week during the choice vacation period shall be 14%, but will not be less than one (1) APWU represented employee. Any fraction of .5 or more shall be rounded up to the next highest number. When PSE's are on the roll, they shall count toward the percentage for annual leave.

ITEM # 10: THE ISSUANCE OF OFFICIAL NOTICE OF APPROVED LEAVE (ARTICLE 10, SECTION 4. B. 3)

Upon completion of each of the choice vacation rounds, official notice to each employee of his/her approved choice vacation shall be by returning to the employee their approved copy of PS Form 3971, signed within 10 days, after receipt of 3971's by the supervisor for each completed round. Employees shall submit 3971's in triplicate. The third copy of the PS Form 3971 shall be given to the president of the Local.

ITEM # 11: DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR (ARTICLE 10, SECTION 4.A)

On or before November 1st, management shall post on the bulletin board, near badge readers and time clocks, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

ITEM # 12: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD
(ARTICLE 10, SECTION 4.C)

A) 14% of the workforce represented by the APWU shall be guaranteed off during non-choice vacation (Incidental Leave). Any fraction of .5 or more shall be rounded up to the next highest number. Employees requesting leave other than in the choice vacation period shall do so by using PS Form 3971 in triplicate, no sooner than 90 days prior to the date(s) requested. The duplicate copy of PS Form 3971 shall be approved or disapproved and returned to the employee within 72 hours.

Impasse Decision – XXXXX, GATS # XXXXX

B) Failure to notify or return the PS Form 3971 within the allotted 72 hours will result in the request being automatically approved, provided the employee has obtained a properly signed acknowledgment of the incidental annual leave request being submitted. The supervisor will document on the PS Form 3971, the date, the time received and also the number of PS Form 3971's already accepted for the time requested. Employees who do not receive a disposition of the incidental annual leave request within the 72 hour period will present their signed acknowledgment (triplicate copy of PS Form 3971) to a supervisor prior to starting their leave.

C) NTFT employees shall request incidental annual leave according to the number of hours they are guaranteed during a course of a service week. It is understood that NTFT employees who work less than 8 hours per day, their unscheduled hours are opened for leave up to the percentage.

D) Incidental annual leave shall be granted on a first-come-first-served basis. If two or more applications are received on the same day, and at the same time, SENIORITY will be the determining factor.

E) An employee, who was denied incidental annual leave because the percentage had been met, shall be granted their incidental annual leave immediately upon the cancellation of any incidental annual leave for the same time period.

F) "Same Day or Early-Off" incidental annual leave will be granted on a first come, first served basis with ties determined by seniority. "Same Day or Early-Off" incidental annual leave will be approved if needs of the service permit.

G) Management and Labor agree that every consideration shall be given to incidental annual leave requests for dates that are of special interest to an employee. Examples of such leave are:

- 1)** Employee's Birthday
- 2)** Wedding Anniversary
- 3)** Marriage and Honeymoon Leave

H) Incidental annual leave taken by an employee temporarily detailed to a non-bargaining unit position shall not be part of the 14%.

I) Bereavement - Employees shall be granted up to **three workdays** of annual leave, sick leave or LWOP, to make

arrangements necessitated by the death of a family member or attend the funeral of a family member. Leave beyond the three workdays is subject to the conditions and requirements of Article 10 of the National Agreement, the ELM, Subsection 510 and the LMOU.

J) The employee may be required to present documentation evidencing the death, only when the supervisor deems documentation desirable to protect the interest of the Postal Service.

K) Definition of Family Member:

1) Son or Daughter – a biological or adopted child, stepchild, daughter-in-law or son-in-law

2) Spouse

3) Parent

4) Sibling – brother, sister, brother-in-law or sister-in-law

5) Grandparent

ITEM # 13: THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY
(ARTICLE 11, SECTION 6. B)

As many full-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday. Such employees will not be required to work on a holiday or day designated as their holiday unless all **PSEs** are utilized to the maximum extent possible, unless all full-time regulars with the needed skills who wish to work on the holiday have been afforded an opportunity to do so.

The Pecking Order Will Be As Follows:

- A)** Full-time employees volunteering to work their holiday.
- B)** PSE's
- C)** Full-time employees volunteering to work their non-scheduled day.
- D)** Non-volunteers, non-scheduled day by juniority.
- E)** Non-volunteers, holiday by juniority.

Two weeks prior to the holiday, a Holiday Volunteer list will be posted requesting volunteers for the holiday, day designated as an employee's holiday and non-scheduled day. No list shall be used for more than one holiday. The list will be removed prior to the schedule being posted for that holiday. The holiday schedule shall be posted before the end of the early tour on Tuesdays.

ITEM # 14: WHETHER OVERTIME DESIRED LIST IS POSTED BY SECTION OR TOUR (ARTICLE 8, SECTION 5.A)

A) The overtime desired list shall be posted by sections and by seniority. There will be **three** overtime desired lists posted. The three overtime desired lists are as follows: “**Before tour**”, “**After tour**” and “**Non-scheduled day**”. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime shall place their names on an overtime desired list. Employees on leave shall have seven days to sign the overtime desired list, upon their return to work. If an employee wishes to remove their name from the overtime desired list they may do so at any time, but must give a copy of the request to the supervisor. After a name is removed from the OTDL it may not be put back until the next quarter. Management does not have to immediately honor the request if the employee is needed for overtime on the day the request is made or has previously been scheduled.

B) (1) In the interest of good Labor-Management relations, management will provide at least one hour notice to employees when overtime is required, except in unforeseen circumstances, which are not expected to be of a recurring nature.

(2) For after tour overtime, if management fails to provide at least one (1) hour notice, overtime will be on a voluntary basis except in emergencies. If an employee does not work the overtime called they shall not be charged for a missed opportunity.

(3) Except in emergencies, if overtime is called and canceled, the employee shall have the option to work the overtime called, unless it would cause an employee to go into penalty overtime. If an employee does not work the overtime called, they shall not be charged for a missed opportunity.

C) During the quarter, every effort shall be made to distribute equitably, the hours of overtime among those on the overtime desired lists. Those absent or on leave shall be passed over. Every attempt shall be made to work full-time regulars on the overtime desired lists before working PSE's and NTFT's on overtime.

D) NTFT employees shall be eligible to sign the OTDL. NTFT employees will normally work the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency.

E) Full-time career clerk craft employees who are not on the Overtime Desired List and are in an installation with employees working in NTFT duty assignments in the same Functional area, will not be required to work overtime except in an emergency.

ITEM #'s 15, 16, & 17: LIGHT/LIMITED DUTY REQUESTS

A) In all crafts, when temporary or permanent Light/Limited duty

assignments are needed, management must make every effort to assign an employee to temporary or permanent Light/Limited duty within the employee's craft or occupational group and to keep the hours of Light/Limited duty as close as possible to the employee's regular schedule.

B) In all crafts, when an employee's assignment cannot be modified to meet his/her light Light/Limited duty physical limitation, resulting in not being able to work his/her bid assignment, and when a temporary or permanent light/Limited duty assignment is to be in any craft represented by the APWU, the Postmaster/Installation head must notify the President of the New Iberia Area Local in writing, and upon agreement between the Union and Management, a Light/Limited duty assignment shall be provided within the employee's physical limitations, and within the guidelines of Article 13 of the National Agreement.

C) The reassignment of a FTR or PTF employee to a temporary or permanent Light/Limited duty assignment in any craft represented by the APWU shall not be made to the detriment of any FTR clerk on their bid assignment and shall not be allowed to be bumped off of their bid assignment. Both parties agree that a reassigned Light/Limited duty employee shall not be rewarded by the reassignment especially when it comes to seniority.

D) All requests for temporary Light/Limited duty assignments shall be handled in accordance with Article 13 of the National Agreement, and shall be made upon agreement between the union and management.

Impasse Decision – December 20, 2011, GATS # [12022696](#)

ITEM # 18: THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION

Each craft shall be considered a section for the purposes of Choice Leave, Incidental Leave, Holiday Scheduling, Overtime and Excessing. In the Maintenance Craft only, Sections will be by Occupational Group. Article 12 of the National Agreement shall apply when excessing occurs.

ITEM # 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

All parking shall be on a first come, first served basis. The employer will take reasonable steps to safeguard employee security.

ITEM # 20: THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN
(Article 10, Section 3.F and Article 24, Section 2)

This has already been covered in Item # 8

ITEM # 21: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

CRAFT PROVISIONS

1) CRAFT ITEMS

No employee will be required to work in excess of six (6) hours from the beginning of his/her tour without a minimum 30-minute swing period except in an emergency, which is not expected to be of a recurring nature.

2) NEW EMPLOYEE ORIENTATION

A) During the course of any employment orientation program for new career or non-career employees, or in the event a current postal employee is reassigned to an APWU bargaining unit, a representative of the Union representing the craft or occupational group to which the new or current employees are assigned shall be provided ample opportunity to address such new employees.

B) In addition, at the time any non-career employees become eligible for health insurance, the APWU will be provided ample opportunity to address such employees on this subject.

3) BULLETIN BOARDS

Management shall continue to supply bulletin boards for the exclusive use of the Union.

ITEM # 22: LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

1) ADMINISTRATION OF DAY-TO-DAY SENIORITY

POLICY: The parties recognized that the bid procedure was designed to assure an orderly process for filling positions and to insure the proper administration of seniority. The following shall be observed in the administration of day-to-day seniority:

A) Employees will not be moved from their bid assignments to be utilized elsewhere if they are to be replaced on their bid assignments by others not holding bids on the assignments unless an emergency exists or to provide necessary training, nor will employees holding bid assignments be required to compete for assignment to their positions on a first-come-first-served basis with employees not holding bid assignments.

- B) Preferred duty assignments shall be by seniority.
- C) The work hours among the PSE's shall be as equitable as possible, if their qualifications are the same.
- D) A seniority list for the clerk craft shall be posted and updated on a semi-annual basis, or as needed, with a copy given to the local union president.
- E) A clerk duty assignment roster shall be kept current, listing all bid assignments held by each clerk, including the job titles and position numbers. This roster shall be made available to officers of the Union upon request.

2) CLERK CRAFT

POSTING AND BIDDING

- A) A duty assignment shall be reposted when the change in reporting time exceeds one (1) hour. Management can change the reporting time within a one (1) hour radius, either forward or backward for the life of this LMOU, without reposting the assignment.
- B) A duty assignment shall be reposted when the non-scheduled days are changed.
- C) A duty assignment shall be reposted when the Job Title is changed.
- D) A duty assignment shall be reposted when the duties and responsibilities of a bid assignment change permanently by more than 50%.
- E) A duty assignment shall be reposted when a skill requiring training is either added or deleted from the duty assignment.
- F) When an occupied traditional clerk FTR duty assignment is reposted as a nontraditional full-time assignment, all duty assignments in that section or station/branch currently occupied by employees junior to the incumbent in that assignment will also be reposted for in-section bidding.
- G) When the total hours in the workweek of a nontraditional full-time assignment are changed the assignment shall be reposted.
- H) When the hours worked by a PSE on the window demonstrates the need for a full-time preferred duty assignment, such assignment will be posted

for bid within the section.

- I)** Duty assignments shall be posted for a period of ten (10) days. Within five (5) days after the closing date of the posting, the installation head or designee shall post a notice listing the senior or successful bidder and their seniority date. The successful bidder must be placed into the new assignment within 14 days after the posting of the successful bidder notice. During the opening of the sealed bid box, the president or designee of the local shall be present to witness the opening of the bids for any position represented by the APWU.

FTR

- (1)** The Principle Assignment Area must be listed on each category of

job postings. The Principle Assignment Area is where the greater portion of the employees work is performed. When an employee is moved from a principle assignment area, it must be done by juniority depending on qualifications.

(2) When NTFT duty assignments are posted for bid, an alert shall be placed on the bid assignment which advises traditional full-time employees that their retirement, annual and sick leave accumulation will be affected when they choose duty assignments with less than 40 hours per week.

(3) When an employee is in a temporary non-bargaining unit position they are Excluded from bidding on FTR Duty Assignments and exercising Article 12 rights.

- J)** Employees who are on leave or absent from work during the entire posting period, must be sent a copy of any notice soliciting bids for a duty assignment, by Priority Mail, with Signature Confirmation.

K) All FTR duty assignments will have fixed lunch schedules.

L) If excessing occurs, management shall identify all Residual Vacancies within a 100 mile radius for employees to be able to go on eReassign to transfer into these Residual Vacancies. The employee's who have volunteered to transfer, take their seniority with them. A copy of all residual vacancies shall be given to the President of the New Iberia Area Local and to each employee who is affected.

M) Employees, who perform the duties of close-out and BMEU (Bulk Mail) duties, shall be paid at the Level PS 07 rate in accordance with the following:

- (1)** Close out duties shall be paid at least forty-five (45) minutes per day.
- (2)** BMEU duties shall be paid at least 2 hours per day.

3) NON-TRADITIONAL FULL-TIME REGULARS

- A)** NTFT employees will normally work the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency. These employees are entitled to out of schedule premium for hours worked outside their normal schedule and overtime for hours worked more than 8 hours per day or 40 hours per week.
- B)** NTFT assignments of more than nine (9) hours in a service day shall include a 3rd break excluding lunch.
- C)** NTFT assignments will have no more than a 1 hour lunch break.

4) MAINTENANCE CRAFT

- A)** When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, or that the starting time for such an assignment be changed by 2 or more hours, the affected assignment(s) shall be reposted, by notice of intent.
- B)** If the incumbent in the assignment has more seniority for the preferred assignment than the senior employee on the preferred assignment eligibility register for those off days or hours, the employee may remain in the duty assignment, if the employee so desires.
- C)** The Principle Assignment Area must be listed on each job posting. The Principle Assignment Area is where the greater portion of the employees work is performed.
- D)** When an employee is in a temporary non-bargaining unit position they are excluded from bidding on FTR Duty Assignments, PTR Duty Assignments and exercising Article 12 rights.
- E)** The Postal Service must post Preferred Assignment Registers and Promotion Eligibility Registers.
- F)** Relief assignments in the maintenance craft shall be established to provide coverage of absences of 5 working days or more of scheduled annual leave, sick leave Military leave and National Off-Site Training Programs. If a FTR is scheduled off, the senior PTR shall replace him/her for up to 40 hours, with overtime being paid if management determines that work coverage is necessary.
- G)** A seniority list for the maintenance craft shall be posted and updated on a semi-annual basis, or as needed, with a copy given to the local union.
- H)** All custodians shall have consecutive days off during the service week.

6) MAINTENANCE EQUIPMENT

No member of the Maintenance Craft will be required to furnish his/her personal tools or equipment for use on the job. Management shall provide adequate tools, tool kits and equipment to those employees who require such items to perform their official duties.

MISCELLANEOUS

LABOR-MANAGEMENT COMMITTEE

A meeting shall be held once each quarter with the Postmaster and Union President, or their designees. Labor-management meetings will be held while members of the Union attending are on official time. Additional participants shall be limited to two (2) on each side. Agenda items must be submitted one (1) week prior to the scheduled meeting. Minutes will be taken and a summary of the minutes will be published. The union will be given two copies of these minutes. If no agenda items are submitted by either side, the meeting will be automatically canceled.

SAFETY & HEALTH COMMITTEE

The Safety and Health Committee shall meet quarterly, or more often as mutually agreed. Agenda items must be submitted one (1) week prior to the scheduled meeting. Minutes will be taken and a summary of the minutes will be published. The union will be given two copies of these minutes.

THIS LOCAL MEMORANDUM OF UNDERSTANDING (LMOU)

BETWEEN

THE NEW IBERIA AREA LOCAL
AMERICAN POSTAL WORKERS UNION, AFL-CIO (APWU)

AND REPRESENTATIVES OF

MANAGEMENT OF THE UNITED STATES POSTAL SERVICE
NEW IBERIA, LOUISIANA 70560-9998

IS ENTERED ON **SEPTEMBER 27, 2011** AND SHALL CONTINUE IN
FULL FORCE FROM ITS EFFECTIVE DATE OF SEPTEMBER 27, 2011
AND THROUGH THE DURATION OF THE
2010 – 2015 NATIONAL AGREEMENT
UNLESS EXTENDED BY AGREEMENT BETWEEN THE AMERICAN
POSTAL WORKERS UNION, AFL-CIO AND THE UNITED STATES
POSTAL SERVICE AT THE NATIONAL LEVEL.

ANTHONY GRANDOLFO, POSTMASTER
UNITED STATES POSTAL SERVICE
NEW IBERIA, LOUISIANA 70560-9998

STEVE BREAUX, PRESIDENT
NEW IBERIA AREA LOCAL
APWU, AFL – CIO

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