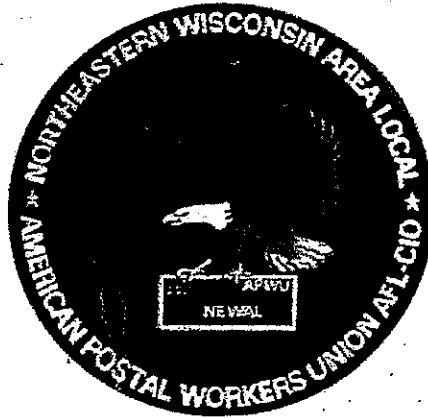


2010 - 2015
Local Memorandum of
Understanding



Between

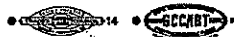
Northeastern Wisconsin Area Local

of the

American Postal Workers Union, AFL-CIO

&

United States Postal Service
Green Bay, WI 54303



2010-2015

Local Memorandum of Understanding

Between

United States Postal Service

And

American Postal Workers Union, AFL-CIO, Maintenance Employees
American Postal Workers Union, AFL-CIO, Motor Vehicle Employees
American Postal Workers Union, AFL-CIO, Postal Clerks

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*NOTE - **Bold** print is additional and / or altered language as a result of negotiations for this 2010-2015 Local Memorandum of Understanding.

ITEM # 1

ADDITIONAL OR LONGER WASH-UP PERIODS

Anyone coming into contact with dirty or toxic material will be granted a reasonable wash-up period. The reasonable wash-up time will continue as in the past.

ITEM # 2

WORK WEEK OF FIVE FIXED OR ROTATING DAYS

All regular craft employees shall have fixed days off as outlined in Article 8 of the National Agreement.

ITEM # 3

GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

1. In determining whether local emergency conditions exist regarding curtailment or termination of postal operations, management will consider severe weather conditions, actions of other employers in the area and civil disturbances and instructions, advice or proclamations issued by local enforcement authorities.
 - A. In the event of a threatening phone call alleging a bomb has been placed in the building, the local police will be contacted for advice and instructions.
 - B. In the event of the discovery of a suspected bomb or explosive device, employees will be protected; if necessary, the building will be evacuated. Instructions of local police will be followed.
 - C. the Integrated Emergency Management Plan (IEMP) may be used as a reference, if needed. However the language in the LMOU will be controlling.
2. Management will contact the local news media for broadcast, when events warrant curtailment or termination of postal operations. When the hours of broadcast do not permit, employees will be contacted by telephone, if reasonable.

ITEM # 4

FORMULATION OF LOCAL LEAVE PROGRAM

The annual leave program shall be administered in accordance with the principle of craft seniority, within the installation, by tour.

Installation is defined as all postal facilities under the jurisdiction of the Main Post Office / GMF and including all stations and branches.

ITEM # 5

THE DURATION OF THE CHOICE VACATION PERIOD(S)

The choice vacation period shall entail the entire leave year, except the weeks of December 7th through December 25th.

ITEM # 6

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD

All annual leave will begin on Monday, except the period between Christmas and New Years which will begin on December 26th.

ITEM # 7

WHETHER EMPLOYEES, AT THEIR OPTION, MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

1. There shall be two rounds of bidding for annual leave which shall entail the entire leave year, except the weeks of December 7th through the 25th.
 - A. The first round of bidding shall begin the Monday following Thanksgiving and continue until completed.
 1. Up to three weeks shall be allowed each employee, depending upon the leave earning status.
 - B. The second round of bidding shall begin after the completion of the first round.
 1. An employee may bid the remaining amount of leave she / he will have earned for that year.

ITEM # 8

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATON PERIOD.

This item shall be in accordance with Article 10.3.F. of the National Agreement.

ITEM # 9

DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

1. Clerk Craft.

- A. The number of Clerk craft employees off each week of the leave year shall be based on the following percentages established by tours:
 1. During the months of June, July and August, sixteen percent of the employees shall be allowed off each week.
 2. The week of Thanksgiving, eight percent of the employees shall be allowed off.
 3. The week between Christmas and New Years, nine percent of the employees shall be allowed off.
 4. December 1st through 6th shall be incorporated into the leave year. During this period seven percent of the employees shall be allowed off.
 5. During the rest of the leave year, other than December 7th through 24th, eight percent of employees shall be allowed off each week.
- B. Within the number of employees allowed off each tour, nineteen percent of each category of automation employees and APBS employees shall be allowed of each week.
- C. Within the number of employees allowed off for Tour 2, sixteen percent of the Window Clerks shall be allowed off each week. This includes all Clerks who normally work at the stations.
- D. In the Clerk Craft positions listed below, at least one employee or relief employee must be in a work status (non leave) each week:

Expeditor Tour 2

1. In the Clerk Craft positions listed below, at least two employees or relief employees must be in a work status (non leave) each week:

Expeditor Tour 1

Expeditor Tour 3

2. In the Clerk Craft positions listed below, 25 percent of the employees per tour, but not less than two, will be allowed off:

Bulk Mail

E. During the first week of November the Union and Management shall meet to establish the number of employees to be allowed off each week of the coming leave year based on the above percentages.

1. Average the number of all career employees on each tour on January 1st and October 1st.
2. Apply the average reached above to each category to provide the weekly number of employees off each week.
3. In all instances, fractions of .50 or better shall be converted to the next whole number.

F. Bid annual leave may be split in any weekly combinations at the discretion of the employee except:

1. Only one choice of up to three weeks shall be allowed during the weeks of June, July and August on the first round of bidding.

G. Best qualified positions will not be a part of their respective tour(s) annual leave master list(s)

2. MOTOR VEHICLE CRAFT

A. Twenty percent of each VMF Craft employee occupational group listed below shall be allowed off each week of the leave year.

- | | |
|----------------------------|-------------------|
| 1. Mechanics / Body Fender | (not less than 2) |
| 2. Garageman | (not less than 1) |
| 3. Clerical | (not less than 1) |
| 4. PVS | (not less than 1) |

B. On the first round of annual leave bidding employees may bid two selections in accordance with the provisions of the National Agreement, Article 10 Section 3.D.

3. MAINTENANCE-CUSTODIAL CRAFT

A. Twenty percent of the Maintenance Craft employees in the positions listed below shall be allowed off each week of the leave year. No more than one per tour, in each category will be allowed off unless the number of employees in that category dictates more than one per tour by utilization of the twenty percent ratio.

1. Building Equipment Mechanic
2. Maintenance Mechanic and Letter Box Mechanic
3. Electronic Technician and Mail Processing Equipment Mechanic
4. Maintenance Support Clerk
5. Custodians at the GMF
6. Custodians at Stations and Branches
7. Area Maintenance Technicians

B. On the first round of annual leave bidding employees may bid two selections in accordance with the provisions of the National Agreement, Article 10 Section 3.D.

ITEM # 10

THE ISSUANCE OF OFFICIAL NOTICE OF EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

1. Each round of bidding shall be on a walk-in basis by craft seniority for each tour. The leave shall be requested on Form 3971 in duplicate and approved by the supervisor by the following weekday. The duplicate copy shall be given to the employee. The 3971 shall be completed with the exception of weeks requested prior to reporting for work on the day of the employee's bid. The employee shall be allowed a reasonable amount of time on the clock to review the leave chart and make his / her selection. This will be done in accordance with paragraph 2 Item #10 of the Local Memorandum of Understanding.
2. All first and second round annual leave or leave approved in advance shall be honored as long as the employee has sufficient annual leave at the time leave is taken. In the event the employee does not have sufficient annual leave for the entire leave period, she / he shall choose on which day(s) the leave shall be taken and notify his / her supervisor by the Monday prior to the work week the leave is scheduled for. She / he shall work the balance of the period. If the employee has used leave for approved emergencies or has used annual leave for Union business, the employee will be allowed an equal amount of LWOP for remaining bid leave.
3. Annual leave other than two rounds of bidding shall be administered according to the following:
 - A. Annual leave for each week within each craft and category within each craft, within the quota allowed off, which has been cancelled or unused, shall be granted to the employee, by seniority, by the third week day after the 3971 requesting the leave is submitted, provided the employee meets the following criteria.

1. The leave is taken in weekly or daily increments.
 2. The leave is submitted at least fourteen days prior to the first day of requested leave.
 3. The leave request (Form 3971) is made out in duplicate.
 4. For the purpose of application of Item # 12 to the first three weeks in January, the conditions set forth in this section shall apply, except that the employer is not obligated to render a decision until after the closing of the second round.
- B. The employee must use the leave requested as long as the employee has enough leave to cover the period requested.
- C. Annual leave request submitted less than fourteen days prior to the first day of the requested leave or if there are more requests than established quotas the leave shall be granted subject to business conditions.
- D. If the number of requests submitted on the same day exceed the total number of employees allowed off each week, the request(s) shall be granted in accordance with the seniority principle.
4. At the time of bidding, unencumbered regulars on each tour, i.e., Tour 1, 2 and 3 shall bid by seniority with the other employees on that tour.
 5. The employee may cancel annual leave with at least thirty days notice to the supervisor. The supervisor will post a notice of the cancelled leave no later than two (2) calendar days after submission. If the employee cancels leave on a Friday the leave will be posted no later than Saturday. The employee canceling the leave will be restricted from bidding any segment of the leave for ten days from the date it is posted. If a slot is available, the leave will be posted for review for a five (5) day period. On days 6-10 employees will submit bids for cancelled leave. In the event the employee does not have sufficient leave on first or second round, paragraph 2 of Item # 10 will apply.
 6. Management, in addition to the numerical quotas established for each craft, shall make an effort to allow additional employees off, subject to business conditions.

ITEM # 11

DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

On November 1st a notice shall be posted on the bulletin boards at the GMF and all stations designating the beginning of the leave year.

ITEM # 12

PROCEDURES FOR SUBMITTING APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

December 7 through December 25 is identified as other than the choice vacation period. Annual leave other than the choice vacation period shall be granted subject to business conditions

ITEM # 13

THE METHOD OF SELECTING EMPLOYEE TO WORK ON A HOLIDAY.

1. Order of selection.
 - A. Volunteers for their holiday or designated holiday by seniority.
 - B. PSE's - Even if overtime is necessary.
 - C. Volunteers who have their holiday or designated holiday as an off day, by seniority.
 - D. Full time regulars who have not volunteered to work on the holiday or designated holiday - by inverse seniority
 - E. Full time regulars who have not volunteered to work their off day, by inverse seniority.
2. The volunteer list shall be posted for a two week period starting no sooner than four (4) weeks prior to the holiday week.
3.
 - A. Non volunteers scheduled to work the holiday or designated holiday shall work the hours of their normal bid assignment, when possible.
 - B. Non volunteers who are on leave the entire week in which the holiday falls shall be excused from working on the holiday.

- C. Non volunteers who are on leave the entire week in which the designated holiday falls shall be excused from working on the designated holiday.
 - D. Non volunteers who are on leave the entire week in which the holiday list is posted and whose holiday or designated holiday runs in conjunction with bid annual leave shall be excused.
4. There shall be no short term, (single day) annual leave granted to any employee for days that fall on a designated holiday, prior to the holiday schedule being posted as outlined in Article 11 of the National Agreement. If the employees are not mandatoried for the designated holiday, by craft, by tour, by station / branch, then short term (single day) annual leave may be granted as outlined in Item 10.6 of this Memorandum of Understanding.

ITEM # 14

WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND / OR TOUR.

1. The overtime desired lists in Article 8 of the National Agreement shall be by tour. The following are the basic tours according to start time:

Tour 1	2005 through 0405
Tour 2	0406 through 1203
Tour 3	1204 through 2004
2. One overtime desired list will be maintained office wide covering all locations for non scheduled day overtime. Overtime will be by tours as outlined in Section 1 for non scheduled days.
3. A separate overtime desired list will be maintained at each location for an employees normal work day overtime, i.e. GMF, Coffin,

Downtown Station, Hansen Road Station or other stations and branches as added by the postal service during the life of this Agreement.

- A. Relief employees working at a station or branch on their normal work day will be considered for overtime along with station personnel on those specific days. This may include an early start or a late ending.
 - B. For the language in this Memorandum of Understanding, Stations and Branches are classified as postal units that are manned by postal employees under the jurisdiction of the Main Post Office in Green Bay Wisconsin. (POM7, August 1, 1996 Section 123)
 - C. **Once employees have placed their names on the quarterly Overtime Desired List their names will be automatically transferred to the next quarterly list regardless of change in bid assignment, work location or change of tour. This automatic transfer will be in effect until the employee notifies management in writing that they would like their name removed from the quarterly ODL.**
4. Anyone promoted to full time regular, or has been assigned to a different tour, and in a work status during the time of promotion shall have one week to place his / her name on the ODL for that quarter. Those on leave for the entire sign up period shall have one week upon return to duty to place his / her name on the ODL for that quarter. Employees who are absent due to authorized off site postal training for the entire signup period, shall have one week upon return to place his / her name on the ODL for that quarter, Employees who are available must sign up during the two week period to be placed on the quarter's ODL.
5. Employees desiring to have their names permanently removed from the quarters ODL must do so in writing to their supervisor. The employee will be required to work overtime, if needed, on the day the request is submitted. Their name will be removed from the ODL at the end of the tour.

ITEM # 15

THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS.

1. All permanent light duty assignments to crafts represented by the APWU shall be the subject of discussion between the Union and Management.

ITEM # 16

THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSLY AFFECTED.

1. Employees of each craft placed on light duty will work the hours and work week of their bid assignments, if possible. The needs of the service and the needs of the employee, as outlined by a medical practitioner, will be considered in making such assignments.
2. It is understood that temporary light duty assignments will not be issued for a period of more than thirty days at a time. An additional medical certificate must be provided to extend light duty assignments.

ITEM # 17

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

1. A copy of all light duty assignments into crafts represented by the APWU will be mailed to the local APWU President.
2. Supervisors will verbally notify the tour, station or branch Chief Steward of his/ her designee of any temporary light duty assignments. This notification will take place during the first day of the light duty assignment(s)

ITEM # 18

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION, EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

1. CLERK CRAFT.
 - A. City scheme.
 - B. Window
 - C. Executive Section.
 - D. Automated Mail Processing Equipment employees.
 - E. Outgoing and non-schemed personnel.
 - F. Mechanized Equipment employees requiring keying or voice distribution.
 - G. BMEU.

2. MAINTENANCE CRAFT.

When it is proposed to reassign employee's excess to the needs of section within an installation, a section will be defined as all employees in the Maintenance Craft in the US Postal Service, Green Bay Wisconsin, within an occupational group in accordance with Article 12.5.C.4 ., of the National Agreement, unless other wise agreed to by mutual consent between the two parties.

ITEM # 19

THE ASSIGNMENT OF PARKING SPACES

The present policy of parking on a first come basis in areas designated for employee parking shall be maintained.

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 PACKAGE

This item will be in accordance with Article 24 of the National Agreement.

ITEM # 21

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THE NATIONAL AGREEMENT.

1. Management shall furnish the Union, and post, an updated seniority list of each APWU craft every four months unless there are no changes.
2. Labor Management Meetings:
 - A. Labor Management meetings will be held monthly.
 1. Meetings will be scheduled for the second Wednesday of each month at 2 PM.
 2. Subject meetings may be changed by either party with five days written notice and scheduled within the following week.
 3. Agenda items will be exchanged on week prior to the scheduled Meetings.
 4. Meetings may be cancelled by mutual consent.
 - B. Attendance at meetings:
 1. Management and the Organization will be limited to eight members each.
 - C. Location of meetings:
 1. Management will provide a suitable place for the meetings.
 - D. Dispositions:
 1. Disposition of the items on the agenda shall be in writing. Two copies shall be furnished to the APWU within ten days of the meeting.
 2. No disposition need be made of agenda items not submitted on Schedule.
3. The present Union bulletin boards will remain (2) at the GMF swing room, (1) at Cofrin Station, (1) at Downtown Station, (1) at annex, (1) at the VMF.

4. Any postal station or branch added during the life of this Agreement will be supplied with a board for APWU utilization.

ITEM # 22

LOCAL IMPLEMENTATION OF THE NATIONAL AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

1. Successful bidder.
 - A. When no salary change is involved, the successful bidder will be assigned to the new assignment within 12 days, except in the month of December.
 - B. When a salary change is involved, the successful bidder will be assigned to the new assignment by the first day of the second pay period after the close of bidding except in the month of December.
 - C. Senior bidders who complete the qualifications to become a successful bidder will be assigned within 10 days, except in the month of December.
2. Reposting.
 - A. If the starting time of the duty assignment as bid, is changed more than one (1) hour the duty assignment shall be posted for bid.
 - B. Maintenance Craft positions are reposted in accordance with Article 38.4.A.4.
 - C. If the scheme assignment, position description number or principal assignment area are changed, the duty assignment will be reposted.
 - D. When more than one vacancy is posted for bid at the same time, separate bid cards (Form 1717) may be used for each bid with each card marked to show preference, i.e., first choice, etc. Multiple bid card (Form 1717A) may also be utilized. Telephone

2010-2015 LMOU Declaration

September 29, 2011

The parties agree to the following stipulations for the NEWAL-APWU and Green Bay WI USPS 2010-2015 LMOU:

- * The parties below have signed this contract with a "good faith" understanding.
- * Consequently any language that is found to be typographically in error shall not be applied but shall be immediately corrected by the parties. A typographical error is one in which the omission, deletion, and / or addition of punctuation marks, spelling errors, synonyms, etc., changes the intent of the language that was not negotiated and /or is not found in the 2010-2015 LMOU.
- * There shall be no time limit on the discovery of errors from the 2006 LMOU to the 2010 LMOU that was not negotiated and / or properly carried forward.

The parties agree.


 Timothy Lewis, Postmaster Date 9-30-11


 Robert Prahl, Manager, P&DC Date 9/29/11


 Dave Kroll, President NEWAL-APWU Date 9/29/11