

LOCAL MEMORANDUM OF UNDERSTANDING

2006 - 2010 LOCAL AGREEMENT

BETWEEN

**THE FARGO POST OFFICE
AND
THE FARGO AREA LOCAL APWU**

**AS RECOGNIZED TO INCLUDE:
MAINTENANCE EMPLOYEES
POSTAL CLERKS
MOTOR VEHICLE EMPLOYEES
MAIL EQUIPMENT SHOPS EMPLOYEES
MATERIAL DISTRIBUTION CENTERS EMPLOYEES**



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Item 1: Wash-up

All APWU-represented employees are allowed reasonable and sufficient wash-up time before lunch and before end of tour. This time is for cleaning up one's self. Leaving the building to start vehicles, loitering around the time clock and warming up food in microwaves are examples of activities that are not authorized during the wash-up time. This time must be effectively used for the primary purpose of washing up.

Item 2: Regular work week of five days with either fixed or rotating days off

Section 4. Clerk craft regular schedules shall generally be on a fixed basis as opposed to rotating schedules as outlined in Article 8 of the National Agreement. If additional rotating schedules are established, management will meet and consult with the union.

Item 3: Guidelines for curtailment or termination of postal operations due to emergency conditions

The parties recognize that the Postal Service is the most vital part of the communication machinery of the U.S.A., and that historically this P.O. has provided this service to the public without interruptions; therefore, as a matter of policy, postal operations will not be terminated at the Post Office unless the Postmaster determines that conditions so warrant.

Reasonable consideration shall be given, but not limited to, such conditions as:

1. The safety and health of the employee
2. Civic disorders
3. Acts of God
4. Hazardous weather conditions
5. Advice of local authorities

Management will notify the employees at the earliest possible time of termination of curtailment of postal operations. Such notification will be by telephone, and/or available public media such as TV or radio.

Item 4: Local Leave Program

- A. The parties will meet during the last two full weeks in January to discuss the local leave plan for the upcoming choice vacation period. During this time the parties will calculate the number of employees to which the leave percentages will apply.

Two separate formulas for calculating the number of people off each day are used. For Tour 1 Clerks, Tour 2 Clerks except Prairiewood Clerks and Tour 3 Clerks the following formula is used:

1. Count the total number of employees assigned to the tour. This number is then applied to the percentage to arrive at the number of employees allowed off Monday through Friday (Tuesday through Saturday for Tour I). To calculate the number off for Saturday (Monday for Tour I), count the number of employees normally scheduled to work on Saturdays only and apply the percentage. Sunday is calculated using the same method as Saturday.

For Prairiewood Clerks, CFS Clerks, Tour 1 Maintenance, Tour 2 Maintenance and Tour 3 Maintenance, Maintenance Support Clerks and Area Maintenance Technicians, the following formula is used:

2. Count the total number of employees assigned to the leave section. This number is then applied to the percentage to arrive at the number of employees off each day of the week.

It is agreed that if the percentage figure is less than one (1), one (1) employee is to be allowed a selection.

In applying the percentage factor, if the number results in a fraction, the fraction will be dropped if less than .5, otherwise rounded to next higher whole number. For Prairiewood each day of the week and Main Office Tour 2 Clerks on Saturdays and Sundays, the fraction will always be rounded up to the next higher whole number.

- B. Applications for annual leave during the vacation period defined in Item 5 below will be granted according to seniority within each section. This selection period is defined as February 15 to March 15.

Employees who earn 13 days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period.

Employees who earn 20 or 26 days annual leave per year shall be granted up to

fifteen (15) days of continuous annual leave during the choice period. Employees may, at their option, split their initial vacation period selections into units of either five (5) or ten (10) consecutive days.

ROUND 1: Must be submitted no later than 2/15. Selections of five (5) or ten (10) consecutive day units, maximum of three units (three weeks).

ROUND 2: Must be submitted no later than 2/28. Selections of five (5) or ten (10) consecutive day units, maximum of three units (three weeks).

ROUND 3: Must be submitted no later than 3/15. Selections less than full weeks and single days, full day (8 hours for Full Time Employees) minimum.

Annual leave selections for rounds 1 and 2 shall start on the first day of the employee's basic work week (first scheduled day of work).

Exception Rule: Applications for a full week or more of annual leave shall be approved, even if only one (1) of the scheduled days is already full on the calendar. This applies to Rounds 1 and 2 only, and is effective February 2003.

Employees may not apply for annual leave over and beyond what they have **or will accrue through the current calendar years leave period.**

- C. Where a guideline is needed to determine which employee is to be awarded the selection, seniority will be the determining factor if requests are submitted on the same day.
- D. Same Day Leave or "Spot Annual"
"Spot annual" or spot leave is defined as leave that is approved at management's discretion on the same day it is requested and granted. The amount of time off available and when the leave is available is at the sole discretion of management.

When taking spot leave, employees must indicate the type of leave they wish to use: annual leave or LWOP. Employees must also sign their name **and** time of signing on the spot leave sign-up sheet.

When selecting employees for spot leave, management will start with employees who signed the list within two hours of their start time, by seniority, followed by those who signed later, by seniority. In both instances employees wishing to use annual leave will be approved by seniority, followed by those who wish to use LWOP, by seniority.

Spot annual will be administered separately at Prairiewood, Trollwood and all

other future stations or branches from the Main Post Office.

E. Surrendered Leave

Surrendered vacation periods within a section will be posted for application at all stations and branches.

An employee wishing to surrender approved leave shall make application in writing to the union President or designee, stating the reasons for wishing to surrender leave. Management and the Union will review the application to jointly agree if the request is to be granted. **Employees are allowed 5 surrendered leaves when calendar is full, additional surrendered leave requests would be reviewed by Union President and Postmaster/Plant Manager. Applications to surrender leave must be made at least four weeks prior to the start date for full weeks in June, July and August.** Application for all other surrendered leave must be made at least two weeks prior to the scheduled start of the leave.

Partial leave may not be surrendered. Annual leave may only be surrendered in whole as originally approved.

Surrendered vacation periods within a section will be posted for application on the clipboard or bulletin board, wherever the annual leave calendar is normally posted for employees.

The surrendered leave shall be posted as soon as possible, and shall remain posted for **eight (8)** calendar days **except for full weeks of June, July and August which will remain 10 days.** The leave shall be awarded by seniority under normal guidelines for approval. Union and management may mutually modify date of reposting, length of posting and date of award of the surrendered annual leave.

In an extreme situation, surrendering annual leave inside the **four or** two-week period will be reviewed and both parties must mutually agree to such request. Becoming ill or injured does not mandate surrender of approved annual leave. In such case, employees may have leave charged to sick leave upon request, consistent with Article 10.5.C of the National Agreement.

F. Change of Leave Section

An employee will bring his/her approved annual leave from one leave section to another when he/she is the successful bidder in another leave section. The approved leave will remain charged to the original leave section. The approved leave will mirror the intent of the employee's original leave request.

- .G. Exceptions to the above, which are not inconsistent with the agreement may be granted upon mutual agreement between the parties to this local Memorandum.

Item 5: Duration of Choice Vacation Period

The choice vacation period shall be defined as April 1 through March 31 of the following year.

Item 6: Beginning Day of Employee's Vacation Period

For purposes of selections made under Item 4.B. above, the beginning of an employee's vacation period shall be as defined in Article 10.3.E. of the National Agreement. For employees not having a basic week Monday through Friday, the beginning day shall be the first day after the employee's regular scheduled day(s) off.

Item 7: Option to Request Two Selections During the Choice Vacation Period

Employees applying for leave in accordance with Item 4.B. may, at their option, split their initial vacation period selections into units of either five (5) or ten (10) consecutive days, as described in Article 10 of the National Agreement.

Item 8: Jury Duty and Union Conventions

Jury duty and attendance at National or State Conventions shall not be charged to the vacation period, nor to the actual number of employees determined by the formula specified in Item 9.

Item 9: Number of Employees to Receive Leave During Choice Vacation Period

- A. Five (5) percent of employees within each section are to be allowed leave selections during each day of the following month: December.

Eight (8) percent of employees within each section are to be allowed leave selections during each day of the following months: January, February, March, and April.

Eleven (11) percent of employees within each section are to be allowed leave selections during each day of the following months: May, September, October and November.

Fourteen (14) percent of employees within each section are to be allowed leave selections during each day of the following months: June, July, and August.

B. Leave Sections:

Tour 1 Clerks (except Prairiewood Clerks)
Tour 1 Maintenance Employees (Except Maint. Support Clerks and AMTs)
Tour 2 Clerks (except Prairiewood Clerks)
Tour 2 Maintenance Employees (Except Maint. Support Clerks and AMTs)
Tour 3 Clerks (except Prairiewood Clerks)
Tour 3 Maintenance Employees (Except Maint. Support Clerks and AMTs)
Prairiewood Clerks
Maintenance Support Clerks
Area Maintenance Technicians
CFS Clerks

C. The following periods will define the makeup of Tour(s):

Tour 1: Employees whose greater portion of work **schedule** falls during the period 11:00 p.m. and 7:00 a.m.
Tour 2: Employees whose greater portion of work **schedule** falls during the period 7:00 a.m. and 3:00 p.m.
Tour 3: Employees whose greater portion of work **schedule** falls during the period 3:00 p.m. and **11:00p.m..**

D. It is recognized that exceptions or modifications to the above may be necessary or appropriate due to operational considerations, or other changing conditions which may affect local leave planning. It is agreed, however, that if any such exceptions or modifications are found to be appropriate, they shall be discussed and resolved by the parties signatory here.

Item 10: Notice of Approved Vacation

PS Form 3971 will be made available to all employees when making their application for vacation selection(s) as defined in Item 4.B. An authorized official shall sign these forms and one copy shall be returned to the employee within **ten (10)** days following the close of the submission period.

Item 11: Notifying Employees of the Beginning of the New Leave Year

The Postmaster, or his/her designee shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of calendar year.

Item 12: Procedures for Submission of Applications for Annual Leave During Other Than Choice Vacation Period

After vacation selections have been awarded in accordance with item 4 above it is agreed that applications for vacation selections of less than whole weeks may be submitted for consideration. Leave requests outside of "prime time" should normally be returned to individuals indicating approval or disapproval within 24 hours, but no later than 48 hours, if operationally possible. It is understood the provisions of Item 9.A. will be applicable, if leave requests are submitted 48 hours in advance.

Item 13: Method of Selecting Employees to Work on a Holiday

Holiday scheduling will continue to be administered with all employees within their tour combined: Main Post Office, Prairiewood, Trollwood, NDSU Station and all future stations and/or branches. The definition of tours for holiday scheduling remains the same as Item 14 D: Definition of Tours for Overtime.

- A. The pecking order for holiday work shall be as follows:
1. Full time and part time regular employees who have volunteered to work on the holiday or their designated holiday when such day is part of their regular work schedule. These employees will be assigned by seniority.
 2. Casual employees, at management's discretion, up to 8 hours.
 3. All other full-time and part-time regular volunteers. These employees will be assigned by seniority.
 4. All casual employees, even if overtime in necessary.
 5. Full-Time and Part-Time **Regular** employees who have not volunteered and who will be working on what would otherwise be their non-scheduled day. These employees will be assigned by juniority.
 6. All other full-time and part-time regular employees who have not volunteered and who will be working their designated holiday. These employees will be assigned by juniority.

B. Full-time and Part-time Regular employees will be protected from holiday work if **they have** a minimum of **two (2)** hours of annual leave adjacent to the holiday **approved prior to the sign up list being taken down.**

C. Maintenance Only

Maintenance manager will post a holiday sign up sheet so maintenance employees can volunteer to work their holiday, days off or another tour when holiday work is needed. Employees who volunteer will work their normally scheduled tour prior to being scheduled for another tour. Employees who volunteer to work outside their tour will only be utilized if there are insufficient volunteers on the other tours. When operational needs require scheduling employees from other tours, there shall be no less than eight hours between assignments.

If the holiday sign up sheet does not provide a sufficient number of qualified employees, qualified employees will be forced to work their normally scheduled tours first, then other tours by juniority.

Item 14: Overtime

A. When employees are required to work past their regular scheduled tour, one (1) hour advance notice is to be given to the employee, if operationally possible.

B. Overtime Desired List referred to in Article 8, Section 5.B of the National Agreement will be by Tour.

C. The OTDL for full day increments (day off OT) will continue to be administered with all employees within their tour combined: Main Post Office, Prairiewood, Trollwood, NDSU Station and all future stations and/or branches. **Less than full day OTDL (2 hour) will be administered the same way with the exception of a separate list at Prairiewood.**

D. The following periods will define the makeup of Tours for overtime:

Tour 1 Clerks: All Clerk Craft personnel whose greater portion of work **schedule** falls during the periods 11:00 PM and 7:00 AM.

Tour 2 Clerks: All Clerk Craft personnel whose greater portion of work **schedule** falls during the periods 7:00 AM and 3:00 PM.

Tour 3 Clerks: All Clerk Craft personnel whose greater portion of work **schedule** falls during the periods 3:00 PM and **11:00 PM**.

Tour 1 Maint: All Maintenance personnel whose greater portion of work **schedule** falls during the period 11:00 PM and 7:00 AM.

Tour 2 Maint: All Maintenance personnel whose greater portion of work **schedule** falls during the period 7:00 AM and 3:00 PM.

Tour 3 Maint: All Maintenance personnel whose greater portion of work **schedule** falls during the period 3:00 PM and **11:00 PM**.

CFS Clerks: All Clerks assigned to the CFS Unit.

Prairiewood Tour 1 Clerks: All Prairiewood Clerk Craft personnel whose greater portion of work **schedule** falls during the periods 11:00 PM and 7:00 AM.

Prairiewood Tour 2 Clerks: All Prairiewood Clerk Craft personnel whose greater portion of work **schedule** falls during the periods 7:00 AM and 3:00 PM.

Prairiewood Tour 3 Clerks: All Prairiewood Clerk Craft personnel whose greater portion of work **schedule** falls during the periods 3:00 PM and **11:00 PM**.

E. Overtime Pecking Order

For scheduling of overtime when overtime is necessary, the following pecking order will be utilized:

1. Full-time regular employees from the Overtime Desired List (OTDL) at the time-and-a-half rate, on a rotating basis, by seniority.
2. All remaining full-time regular employees from the OTDL.
3. Full-time regular employees not on the OTDL, who are on the clock, may volunteer by seniority.
4. Casual employees.
5. Full-time regulars, non-volunteers, by juniority on a rotating basis.

F. Overtime Sign Up

The parties agree to utilize the APWU OTDL, having three separate sign-ups for early OT, late OT, and day off OT.

In accordance with the National Agreement these lists are to be signed by those

employees desiring to work overtime when the need arises. If the OTDL does not provide sufficient qualified people, employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee. Once you have signed the OTDL your name can be removed only if requested in writing. Employees may remove their name from one list and still remain on others. The honoring of such a request prohibits you from returning to the list during that same quarter. Such a request shall take effect the next day. However, employees who remove their name from the OTDL must work any overtime scheduled prior to the request for removal. If overtime is needed in excess of 10 hours a day or 56 hours a week employees on the OTDL who wish to work will be utilized prior to working those who do not wish to work beyond the above the 10/56 limits.

Management will allow employees to “pass” or simply decline overtime as long as there are other employees qualified and available who have not yet been asked, as we have done in the past.

Employees desiring to work overtime must sign the OTDL no later than three (3) days before the start of the new quarter.

G. Agreement for Calling in Overtime

Management will follow the overtime desired list in exact rotation even though a clerk has pre-approved annual leave scheduled or is coming back from annual leave.

No clerk on the overtime desired list will be bypassed for an overtime opportunity because of scheduled annual leave on the day before or after the overtime.

Full-time and Part-time Regular employees will be protected from N/S (day off) work if they have a minimum of two (2) hours of annual leave adjacent to their N/S day.

Employees will not be called in for “before or after tour” overtime on a full day of annual leave.

All clerks will be asked if they want the overtime and the overtime can be declined if they have annual leave.

However, clerks on annual leave for one week or more will not be called in. If they want to work overtime after their scheduled annual leave, they are required to notify their supervisor that they would be available should their name come up.

The above policy does not apply to sick leave or to military leave.

Item 15: The Number of Light Duty Assignments Within Each Craft or Occupational Group to be Reserved for Temporary or Permanent Light Duty Assignment

- A. Light duty assignments shall be made available on all tours.
- B. When an employee is placed on a Light Duty Assignment in accordance with Article 13 of the National Agreement, any duties performed on his/her regular job assignment that do not conflict with the Light Duty Assignment and not prohibited by required medical evidence will continue to be performed by the employee.

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 Adversely Affected.

Light duty assignments shall be made available on all tours.

Item 17: The Identification of Assignments That Are To Be Considered Light Duty Within Each Craft Represented In The Office.

- A. Any type of letter, second or third class mail distribution, may be considered as light duty as well as including boxing limited amounts of mail, or such other duties as may be within the capabilities of the employee concerned.
- B. In accordance with Article 13 of the National Agreement, the following assignments are defined as Light Duty within the Clerk Craft.
- C. The following is identified as Assignment:
Number One (1): Sorting mail into sorting cases that does not require scheme knowledge plus boxing mail into customer rental boxes.

Number Two (2): Culling, facing and traying mail plus sorting mail into sorting cases that can or can not require scheme knowledge.

Number Three (3): Two (2) assignments consisting of a combination of Assignment Number one (1), and Assignment Number two (2). These two (2) assignments will be identified as Assignment three "A" (3-A), three "B" (3-B).

- D. Light duty assignments shall be made available on all tours.

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.

For the purpose of the reassignment within the installation of employees declared excess to the needs of the section, the clerical complement of the Fargo Post Office shall be divided into sections. All clerical and maintenance personnel including personnel in the classified station(s) shall be included in the following sections:

Tour 1 Clerks: All clerical personnel whose greater portion of work **schedule** falls during the period 11:00 PM and 7:00 AM.

Tour 2 Clerks: All clerical personnel whose greater portion of work **schedule** falls during the period 7:00 AM and 3:00 PM.

Tour 3 Clerks: All clerical personnel whose greater portion of work **schedule** falls during the period 3:00 PM and **11:00 PM**.

CFS. Clerks in the Computerized Forwarding System unit will be identified as a special section for purposes of scheduling overtime, annual leave, and holiday work. The computerized forwarding system unit employees will work in the computerized forwarding system unit section except in the case of an emergency situation.

Tour 1 Maint: All Maintenance personnel whose greater portion of work **schedule** falls during the period 11:00 PM and 7:00 AM.

Tour 2 Maint: All Maintenance personnel whose greater portion of work **schedule** falls during the period 7:00 AM and 3:00 PM.

Tour 3 Maint: All Maintenance personnel whose greater portion of work **schedule** falls during the period 3:00 PM and **11:00 PM**.

Item 19: The Assignment of Employee Parking Spaces

- A. The parties, recognizing the need for adequate parking for the employees of the Fargo Post Office, agree to the following:

A subcommittee of the Local Joint Labor-Management Committee will be formed to address parking concerns. That subcommittee shall review problems, issues and concerns as they arise and make appropriate recommendations to the installation head concerning such subjects.

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.

Nothing at this time.

Item 21: Those Other Items Which are Subject to Local Negotiations as Provided in the Craft Provisions of this Agreement.

Management will place employees into their new duty assignments within nineteen (19) days from the closing date of the vacancy notice, unless mutually agreed otherwise.

Item 22: Local Implementation of the Agreement Relating to Seniority, Reassignments and Posting.

A. Posting

New details of a temporary nature will be a matter of consultation as to whether to post.

A representative of this local shall be **allowed copies of all postings and awards** for job assignments in crafts represented by the APWU.

No regular duty assignment will be reposted because of change in the starting time unless the change exceeds one (1) hour. Any addition to or subtraction from the total weekly hours of a part-time regular position beyond two (2) hours will require immediate reposting of the duty assignment, unless mutually agreed by union and management. The above two-hour limit for PTR jobs is for the term of the incumbent. A 50% change in duties of a posted assignment shall constitute a new position and be reposted. Determination as to the amount of change will be made a subject of Labor-Management consultation.

B. Principal Assignment Areas

All regular duty assignments that are posted for bid or application shall list the primary work area for the position. This is to identify the specific work area to which the employee will be working. Examples of proper primary work

areas are: Manual Flats, MMP Priority, States Priority, ORDS, Dutch Door, Box Section, Hand Cancel, AFSM 100, Letter Automation and SCF Letters.

This list is not all-inclusive, but simply included to demonstrate proper wording on vacancy notices.

It is understood that management has the exclusive right to work employees outside of their primary work area under normal procedures when work is not available, or when management determines that work in other areas needs to be done.

C. Seniority

Seniority of employees will be a consideration in assignment of personnel on each tour.

The supervisor may use the following as a guideline:

- a. First Class City of ND letters.
- b. Third Class City of ND letters.
- c. Third Class City of ND Flat Circs.
- d. ND Circulars.

Appendix A: Labor-Management Meetings

- Section 1. A meeting not to exceed two (2) hours between management and representatives of the APWU will be held **once a month** subject to the availability of the parties concerned and the submission of an agenda. One Labor-Management meeting must be held each calendar quarter.
- Section 2. Agendas, stating specific items for discussion, will be exchanged at least three (3) days prior to the meeting date. Any unresolved issues shall be an appropriate subject for the next meeting.
- Section 3. The employer will compensate up to two (2) representatives of the Fargo Area Local APWU to attend such meetings. Two additional representatives of the union may be present without compensation by the employer. Management will grant schedule changes and/or LWOP requests to attend meetings if operationally possible.
- Section 4. Management shall prepare dispositions to all agenda items and submit copies to Fargo Area Local APWU. Any corrections to be made to the dispositions are to be made within five (5) days.

Appendix B: Prairiewood Separation

The Parties agree to maintain the Prairiewood Station separate for Staffing, Overtime and Annual Leave within the following guidelines:

1. Staffing:

A. The parties' intention with Pool and Relief help is to cover unforeseen occurrences, not to be utilized as a supplement or regular part of the workforce at the Prairiewood Station.

B. Pool and Relief or main office volunteers by same tour excluding specialty jobs (i.e. window, register room or expeditor), for extended absences, may be brought in prior to overtime only if mutually agreed upon.

2. Overtime:

A. Prairiewood will be considered separate for all overtime assignments less than full day overtime/8OT.

B. Management will utilize the entire 2 hour **OTDL** prior to assigning the Pool and Relief clerks to work at the Prairiewood Station.

C. Only after the entire **OTDL** is used, may any Pool and Relief clerks be eligible to work overtime.

D. The day off OTDL or 8OT will remain combined for all employees within their tour combined: Main Post Office, Prairiewood, Trollwood, NDSU Station and all future stations and/or branches.

3. Annual Leave:

A. The Prairiewood Station will maintain a separate Annual Leave calendar from the Main Office, maintaining the percentages as allowed by the Fargo Area LMOU throughout the year. When the number results in a fraction, at Prairiewood Station everyday and for the Main Office on weekends only, the number will be rounded up to the next whole number.

4. Holidays:

A. Holiday work will remain combined with the Main Office.

It is mutually agreed that this LMOU, negotiated in **May 2007** between the Fargo Post Office and the Fargo Area Local APWU, shall remain in full force and effect until a new Local Memorandum of Understanding is negotiated as a result of negotiations at the National level.

Greg Johnson, Postmaster
Fargo Post Office
United States Postal Service

Diane Fitterer, President
Fargo Area Local APWU 88
American Postal Workers Union

Date Signed: _____