AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Conversions Under the Maximization Memorandum

As discussed, when a full-time assignment(s) is being withheld in accordance with Article 12, the subsequent backfilling of the assignment(s) will not count towards the time considered for maximizing full-time duty assignments, in accordance with the Memorandum of Understanding. The parties also recognize that employees are to be converted to full-time consistent with the Memorandum, provided the work being performed to meet maximization qualification is not being performed on assignment(s) described above.

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MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Non-Traditional Full-Time Duty Assignments in Retail Operations, Level 20 and Below Offices

The parties agree that for retail operations in Level 20 and below offices, non-traditional full-time duty assignments may be created when the Union can demonstrate the need for such non-traditional duty assignments and it is economically and operationally advantageous to do so.

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AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Non-Traditional Full-Time (NTFT) Duty Assignments

The following rules shall apply concerning Non-Traditional Full-Time (NTFT) duty assignments:

- 1. NTFT duty assignments will be eliminated in Function 1 and Function 3A. Current Function 1 and 3A NTFT duty assignments will be reposted as traditional full-time duty assignments as soon as reasonably practicable but not later than 120 days of the effective date of the 2015 National Agreement. There will be no NTFT duty assignments in Function 3b (Maintenance). The "Modified Work Week" Memorandum of Understanding is in full force and effect and Local parties may mutually agree to maintain four-day, tenhour work weeks currently in place as well as apply the MOU to future duty assignments.
- 2. The parties at the National Level will explore future possibilities of allowing NTFT duty assignments by mutual agreement at the Local Level and the parameters that Local parties can bring to such consideration.
- 3. In Function 4, clerk NTFT duty assignments are limited nationally to eight (8) percent of all Function 4 career clerks, minus the POStPlan office career complement. Function 4 NTFT duty assignments created in POStPlan offices are excluded from the cap calculations.
- 4. In Function 4, in offices with no employees working in NTFT duty assignments, at least 25% of employees will have consecutive days off. However, if there are employees working in NTFT duty assignments, and a NTFT schedule has three (3) or more scheduled days off, at least two (2) must be consecutive.

Where operationally necessary Function 4 NTFT duty assignments of six (6) days a week may be utilized in Level 22 and below offices that have a complement of seven (7) clerks or less. Where operationally necessary, Function 4 NTFT duty assignments of six (6) days a week are permitted in Finance Units associated with Level 22 and below offices if the Finance Unit has a dedicated complement of seven (7) or less clerks. In Finance Units associated with offices above Level 22, Function 4 NTFT duty assignments of six (6) days a week that currently exist shall be permitted to continue until vacated by the incumbent or modified by mutual agreement at the Local Level.

- Non-traditional full-time assignments will have no more than a 1-hour lunch. Exception: in post offices (Level 20 and below) where necessary to accommodate the conversion of PTFs to full-time status, split shifts will be permissible.
- 6. No clerk or MVS employee who has a full-time regular work schedule of 40 hours a week will be involuntarily reassigned to occupy a NTFT duty assignment of less than 40 hours a week. However, such employees may be reassigned to occupy a NTFT duty assignment of 40-44 hours a week, so long as those assignments have at least two (2) scheduled off days, with no scheduled work days of less than six (6) hours or more than ten (10) hours. All other employees, including current PTRs, PTFs, and any career employees hired after the effective date of the 2015 Agreement, may be assigned to any residual NTFT duty assignment in accordance with Articles 37 or 39, respectively.
- 7. Full-time career Clerk Craft and Motor Vehicle Craft employees who are not on the Overtime Desired List and are in the same facility with employees working in NTFT duty assignments of less than 40 hours in the same Functional area and overtime section(s), as defined in the Local Memorandum of Understanding, will not be required to work overtime except in an emergency, as defined in Article 3, Section F.

- 8. Part-time flexible (PTF) employees may work in Function 4 offices Level 20 and below. Offices, Level 20 and below, remain subject to the Article 7.3.B obligations to maximize the number of full-time employees and minimize the number of part-time flexible employees who have no fixed work schedules.
- 9. Employees occupying FTR duty assignments (traditional and NTFT) in postal installations which have 200 or more workyears of employment in the regular workforce, career employees in processing operations, transportation (except provided for under Paragraph 4 of the MOU Re: Highway Contract Route (HCR) Limitation) and vehicle maintenance facility operations will have consecutive days off, unless otherwise agreed to by the parties at the Local Level. For employees occupying NTFT duty assignments, if the NTFT schedule has three (3) or more scheduled days off, at least two (2) must be consecutive.
- 10. NTFT assignments of more than nine (9) hours in a service day shall include a 3rd break excluding lunch.
- 11. These 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.
- 12. Within the 8% cap (see Paragraph 3), full-time flexible Clerk Craft non-traditional assignments (10% of all full-time assignments in an installation, but at least one (1) in any installation) may be created and utilized in retail (Function 4) operations to cover vacancies and absences subject to negotiated rules. The start times and off-days of flexible non-traditional full-time assignments may be changed from week-to-week without out-of-schedule obligations, subject to a Wednesday of the prior week notification. Weekly and daily guarantees will remain unchanged.

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