

This criteria shall be applied to postal installations with 125 or more workyears of employment.

It is further understood that part-time flexibles converted to full-time under this criteria will have flexible reporting times, flexible nonscheduled days, and flexible reporting locations within the installation depending upon operational requirements as established on the preceding Wednesday.

The parties will implement this in accordance with their past practice.

Date: July 21, 1987

**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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
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. NTFT duty assignments may have regular weekly schedules with a total between 30-48 hours:

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, ten-hour 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 POSPlan office career complement. Function 4 NTFT duty assignments created in POSPlan 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.

5. 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 mail processing operations, transportation

(except as 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.
13. When an occupied traditional clerk FTR duty assignment is reposted as a non-traditional 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.
14. Within the cap restrictions (see Paragraph 3), Function 4 vacant traditional FTR duty assignments can be posted as non-traditional full-time assignments, after notice to the Local Union President and opportunity for input, where operationally necessary.
15. Excessed employees with retreat rights (under Article

12.5.C.4 or 12.5.C.5) may decline the opportunity to retreat to non-traditional full-time assignments without relinquishing the right to retreat to posted traditional full-time regular duty assignments.

16. At the National Level, the APWU and Postal Service will oversee implementation of non-traditional staffing and assignments through regular bimonthly meetings. Meetings may occur more frequently if needed.
17. Before implementing any new non-traditional assignments in Function 4 the Local Union will have the opportunity to review, comment, make suggestions and propose alternatives.
18. Job postings will contain the following language: For retirement purposes, NTFT assignments of less than 40 hours a week are considered part-time work.

OVERTIME RULES FOR NON-TRADITIONAL FULL-TIME (NTFT) DUTY ASSIGNMENTS

1. 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.
2. Overtime built into a non-traditional full-time assignment (exceeding 40 hours in a week) will be FLSA overtime and not subject to Article 8.5, OTDL, or LMOU scheduling rules.
3. The exception to requiring employees in NTFT duty assignments to work overtime will be that Holiday scheduling is accomplished under Article 11 and the LMOU pecking order.
4. Employees in NTFT duty assignments will be eligible to sign the Overtime Desired List(s).

5. These NTFT employees will receive postal overtime for work performed beyond eight (8) hours on any day where their normal schedule is eight (8) hours or less.
6. If these employee's normal schedule is longer than eight (8) hours on any day, they will receive postal overtime only when they exceed their normal schedule for that day. (For example, an employee's normal schedule is ten (10) hours on a given day but the employee works eleven (11) hours on that day. Only the last hour would be subject to postal overtime).
7. For employees in NTFT duty assignments with normal schedules of forty (40) hours or less they will receive postal overtime when in a pay status for more than forty (40) hours in a service week. For employees with normal schedules in excess of forty (40) hours per week they will receive postal overtime when in a pay status for more than the normal weekly scheduled hours.
8. These employees will be guaranteed eight (8) hours on any nonscheduled day.
9. These employees will receive penalty overtime for all hours:
 - a. for daily schedules of ten (10) or less hours, penalty overtime is paid for hours over ten (10) in a pay status;
 - b. for daily schedules exceeding ten (10) hours, penalty overtime is not paid until hours in a pay status exceed the scheduled hours;
 - c. for the first nonscheduled day an employee works in a service week, penalty overtime is paid for time in a pay status exceeding eight (8) hours;
 - d. should an employee work a second, third, or fourth nonscheduled day in a service week, penalty overtime is paid for those hours in a pay status;
 - e. after an employee has worked overtime on four (4) days in a service week, penalty overtime will be paid for any subsequent hours exceeding the daily or weekly scheduled hours.

These NTFT employees will be subject to the 10, 12, 56 and 60-hour limitations. [Exception: employees whose normal daily schedule exceeded ten (10) hours would be exempt from the 10-hour limitation for that day.]

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO, and
National Association of Letter Carriers, AFL-CIO)**

Re: Article 8

Recognizing that excessive use of overtime is inconsistent with the best interests of postal employees and the Postal Service, it is the intent of the parties in adopting changes to Article 8 to limit overtime, to avoid excessive mandatory overtime, and to protect the interests of employees who do not wish to work overtime, while recognizing that bona fide operational requirements do exist that necessitate the use of overtime from time to time. The parties have agreed to certain additional restrictions on overtime work, while agreeing to continue the use of Overtime Desired Lists to protect the interests of those employees who do not want to work overtime, and the interests of those who seek to work limited overtime. The parties agree this Memorandum does not give rise to any contractual commitment beyond the provisions of Article 8, but is intended to set forth the underlying principles which brought the parties to agreement.

The new provisions of Article 8 contain different restrictions than the old language. However, the new language is not intended to change existing practices relating to use of employees not on the Overtime Desired List when there are insufficient employees on the list available to meet the overtime needs. For example, if there are five (5) available employees on the Overtime Desired List and five (5) not on it, and if ten (10) work hours are needed to