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

**Assignments**

**The parties agree to the following rules concerning Non-**

**Traditional Full-Time (NTFT) duty assignments:**

**• No Clerk or MVS employee who at the signing of this**

**Agreement, 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 assignments of 40-44 hours a week, so long as**

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**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 PTR’s, PTF’s, and any career employees hired**

**after the signing of this Agreement, may be assigned to**

**any residual NTFT duty assignment in accordance with**

**Articles 37 or 39, respectively.**

**• Effective 6 months from the signing date of the 2010**

**National Agreement, full-time career clerk craft and**

**motor vehicle 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.**

**• There will no longer be Part-Time Flexible (PTF)**

**employees working in Function 1 or in post offices Level**

**21 and above.**

**• 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.**

**• There will no longer be Part-Time Regular (PTR)**

**employees in the clerk craft.**

**• There will no longer be Part-Time Regular (PTR)**

**and Part-Time Flexible (PTF) employees in the motor**

**vehicle craft. Management may create Flexible Non-**

**Traditional Duty assignments to replace PTR and PTF**

**duty assignments.**

**• Employees occupying FTR duty assignments (traditional**

**and NTFT) in postal installations which have 200 or more**

**man years of employment in the regular work force, career**

**employees in mail processing operations, transportation**

**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 3 or more**

**scheduled days off, at least 2 must be consecutive.**

**• In Function 1, no more than 50% of all duty assignments**

**in the facility may be NTFT duty assignments of 30-48**

**hours, unless otherwise agreed to by the parties at the**

**local level.**

**• In Function 4, Management may create as many clerk**

**NTFT duty assignments of 30-48 hours in a facility as**

**is operationally necessary.**

**• 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 3 or more scheduled days off, at least**

**2 must be consecutive.**

**• Non-traditional full-time assignments will have no more**

**than 1 hour lunch. Exception: in Post Offices (level**

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**20 and below) where necessary to accommodate the**

**conversion of PTF’s to full-time status, split shifts will**

**be permissible.**

**• NTFT assignments of more than nine (9) hours in a**

**service day shall include a 3rd break excluding lunch.**

**• 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.**

**• Full-Time Flexible Clerk Craft non-traditional**

**assignments [10% of full-time assignments, but at least**

**one (1) in any installation] may be created and utilized**

**in retail (Function 4) operations and to cover vacancies**

**and absences subject to negotiated rules. The starttimes**

**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.**

**• 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.**

**• Vacant traditional FTR duty assignments can be posted**

**as non-traditional full-time assignments, after notice to**

**Local Union President and opportunity for input, where**

**operationally necessary. For MVS duty assignments**

**this notice will also be provided to the local MVS Craft**

**Director.**

**• Excessed employee with retreat rights (under 12.5.C.4 or**

**12.5.C.5) may decline the opportunity to retreat to nontraditional**

**full-time assignment without relinquishing**

**the right to retreat to posted traditional full-time regular**

**duty assignments.**

**• Article 37.3.A.4.(c) will be amended to add (5) and (6)**

**to read as follows:**

**(5) Any occupied traditional full-time regular duty**

**assignment which is converted to a non-traditional**

**full-time assignment shall be reposted. Any occupied**

**non-traditional full-time regular duty assignment**

**which is converted to a traditional full-time**

**assignment shall be reposted.**

**(6) When the total hours in the workweek of a**

**nontraditional full-time assignment are changed the**

**assignment shall be reposted.**

**• Add to 37.3.A.1:**

**Every effort will be made to create desirable duty**

**assignments from all available work hours for career**

**employees to bid.**

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**• At the National Level, the APWU and Postal Service**

**will oversee implementation of non-traditional staffing**

**and assignments through regular bi-monthly meetings.**

**Meetings may occur more frequently if needed.**

**• Before implementing any new non-traditional**

**assignments the local union will have the opportunity**

**to review, comment, make suggestions and propose**

**alternatives.**

**• Should concerns or disputes about non-traditional**

**assignments arise, the local union will refer them to**

**the appropriate APWU National Business Agent who**

**may meet with local, District, or Area management as**

**appropriate. Any unresolved issues will be forwarded**

**to the National Level.**

**• Any concerns or disputes regarding non-traditional**

**staffing and assignments will not be pursued through**

**the normal grievance procedure. Such issues will be**

**processed through ADRP with an opportunity for**

**discussion with operations management at the local level,**

**District, Area, and National Level. If any disputes arise**

**and remain unresolved after such reviews, the National**

**APWU may appeal the dispute to the appropriate**

**arbitration docket.**

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**OVERTIME RULES FOR NON-TRADITIONAL**

**FULL-TIME (NTFT) DUTY ASSIGNMENTS**

**• Effective 6 months from the date of the 2010 National**

**agreement, full-time career clerk craft and motor vehicle**

**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. In the Motor Vehicle craft, employees**

**may also be required to work overtime in the event of**

**unforeseeable circumstances (e.g., PVS drivers stuck in**

**traffic, weather conditions).**

**• 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.**

**• 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.**

**• Employees in NTFT duty assignments will be eligible to**

**sign the Overtime Desired List(s).**

**• 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.**

**• 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**

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**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.)**

**• 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.**

**• These employees will be guaranteed 8 hours on any**

**non-scheduled day.**

**• These employees will receive penalty overtime for all**

**hours:**

**o For daily schedules of ten (10) or less hours, penalty**

**overtime is paid for hours over ten (10) in a pay**

**status;**

**o For daily schedules exceeding ten (10) hours, penalty**

**overtime is not paid until hours in a pay status exceed**

**the scheduled hours;**

**o For the first non-scheduled day an employee works**

**in a service week, penalty overtime is paid for time**

**in a pay status exceeding eight (8) hours;**

**o Should an employee work a second, third, or fourth**

**non-scheduled day in a service week, penalty overtime**

**is paid for those hours in a pay status;**

**o 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.]**

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**Memorandum of Understanding (MOU)**

**Between The**

**United States Postal Service**

**And The**

**American Postal Workers Union, AFL-CIO**

**Re: Non-Traditional Work Schedules Task Force**

**The parties agree that the creation of “full-time” duty assignments**

**that have nontraditional scheduling may have**

**the potential to provide management additional flexibility**

**to match employee work schedules with operational needs.**

**These nontraditional work schedules may include those**

**with less than 40 hours or less than 5 days a week, or**

**more than 8 hours a day, split shifts, etc. During the term**

**of the 2010 National Agreement, the parties will explore**

**how these duty assignments with non-traditional schedules**

**may be created.**

**To further this effort, the parties agree to establish a**

**national joint task force to discuss opportunities for the**

**creation of these non-traditional duty assignments. This**

**joint task force shall begin meeting no later than 30 days**

**from the signing of this Agreement. At the discretion of**

**the task force, pilots or trial programs may be authorized**

**to test these non-traditional schedules at facilities and in**

**operations designated by the parties. These programs**

**should be initiated no later than by June, 2011. At the**

**conclusion of these trial programs and tests, but no later**

**than by August 30, 2011, the parties will meet to determine**

**whether such tests should be continued, expanded, or**

**implemented in whole or part, or terminated at the request**

**of either party.**

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