
In the Matter of the National Arbitration Between

UNITED STATES POSTAL SERVICE)	
)	
and)	
)	
NATIONAL ASSOCIATION OF LETTER)	Case No. Q06N-4Q-C 12114440
CARRIERS, AFL-CIO)	
)	
and)	
)	
AMERICAN POSTAL WORKERS UNION)	NTFT Excessing
Intervenor)	
)	
and)	
)	
NATIONAL POSTAL MAIL HANDLERS UNION))	
Intervenor)	
)	

Before: Dennis R. Nolan, Arbitrator**Appearances:**

For the USPS:	Brian M. Reimer, Attorney, USPS, Washington, DC
For the NALC:	Keith E. Secular, Cohen, Weiss and Simon, LLP, New York, NY
For the APWU:	Darryl J. Anderson, O'Donnell, Schwartz & Anderson, P.C., Washington, DC
For the NPMHU:	Matthew Clash-Drexler, Bredhoff & Kaiser, P.L.L.C., Washington, DC

Place of Hearing: Washington, D.C.**Date of Hearing:** August 27 and October 3, 2013**Date of Award:** February 16, 2014**Relevant Contract Provision(s):** USPS/NALC National Agreement, Articles 7, 8, and 12

USPS/NALC MOU ("Bridge Memo")
USPS/APWU MOU (NTFT Duty Assignments)

Contract Year: USPS/NALC 2006-2011 Contract and USPS/APWU 2010-2015 Contract

Type of Grievance: Contract Interpretation

Award Summary:

The Postal Service may not reassign into a full-time carrier position any clerk craft employee who does not meet the definition of full-time employee specified in the Postal Service's Agreement with the NALC.

Dennis R. Nolan

Dennis R. Nolan, Arbitrator

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OPINION

I. Statement of the Case

The NALC filed this grievance as a class action on November 7, 2011 to contend that the Postal Service violated Articles 3 and 12 by improperly excessing a clerk craft employee into a full-

time city letter carrier position. The parties could not resolve the dispute in the grievance procedure, so the Union demanded arbitration. The APWU and NPMHU intervened because of the potential impact on their represented employees.

The arbitration hearings took place in Washington, DC on August 27 and October 3, 2013. Both parties appeared and had full opportunity to testify, to examine and cross-examine witnesses, and to present all pertinent evidence. Both parties filed lengthy post-hearing briefs with supporting documents, and both intervenors submitted shorter briefs.

II. Statement of the Facts

There are no significant factual disputes. The real controversy is over the interpretation of the collective bargaining agreement, so this grievance stands as a proxy. Although the grievance formally involves just one employee at the Westerly, Rhode Island post office, the NALC filed many similar grievances elsewhere because the issue here could affect many other employees.

A. Background¹

Of course there is a lot of background to that simple statement of the facts. It begins with a 2011 MOU between the APWU and the Postal Service that provided for the use of Non-Traditional Full-Time (NTFT) duty assignments. The MOU allowed the Postal Service to create NTFT assignments in the clerk and motor vehicle crafts consisting of 30-48 hours a week. The object of those assignments was to give the Postal Service more flexibility while providing more work opportunities for APWU employees, and thereby reduce the possibility of layoffs (termed “excessing” in this agency). In return, the Postal Service agreed to convert clerk craft part-time flexible (PTF) employees to full-time status. In the three-month period provided, about 9,000 employees were converted.

So far, so good. The parties differed about what those changes would mean. The APWU thought that the converted employees would all be placed in traditional 40-hour, 5-day schedules. Instead, the Postal Service classified them as unassigned regulars and gave them NTFT schedules of less than 40 hours. The APWU naturally grieved. On July 29, 2012, Arbitrator Shyam Das denied the grievance, finding that “in the unique circumstances” of the case, management’s action did not violate the agreement (NALC Exhibit 4, p. 12).

That left many of the 9,000 converted part-time APWU employees working NTFT schedules for fewer than 40 hours a week. That alone would not have affected the NALC. What happened next did. The Postal Service excessed many of those employees — an NALC witness testified without contradiction that the number was about 700-750 — into the carrier craft. At that point, of

¹The NALC’s brief (pp.6-7) presents the clearest statement of the NTFT background to this case and does so in a relatively objective way. I therefore borrow from that statement in this subsection.

course, NALC employees were affected. As a result, the NALC filed about 70 grievances, including this one.

One other agreement is worth mentioning at this point. The NALC and the Postal Service entered into an MOU, known as the "Bridge Agreement," about cross-craft transfers. The critical portion of that MOU is this:

- A. It is understood by the parties that in applying the provisions of Articles 7, 12 and 13 of this Agreement, cross craft assignments of employees, on both a temporary and permanent basis, shall continue as they were made among the six crafts under the 1978 National Agreement.

The 1978 National Agreement (NALC Exhibit 7, Article 12, Sections 5.B.2., 5.C.5 and 8, and 5.D.), which is similar in relevant respects to the current NALC agreement, provided for the transfer of full-time employees of one craft to full-time positions in other crafts, and the transfer of part-time employees to part-time positions in other crafts.

B. The Leonetti Grievance

As stated concisely in the Step B Impasse decision (NALC Exhibit 2), the instant dispute began when the Postal Service wrote Anthony Leonetti, a Level 6 PTF Clerk, on September 22, 2010. The letter informed Leonetti that he would be reassigned outside the installation due a reduction in staffing needs. He was to be assigned to vacant PTF positions at the same or higher wage level but that never happened. Instead, he was promoted on August 27, 2011 to an NTFT clerk position. He was supposed to work five hours a day for six hours a week, but for some reason he only averaged about 26 hours a week and never worked more than 30 hours. Later, however, he was offered his choice of two vacant full-time jobs in the letter carrier craft in the Westerly facility. The employer confirmed his choice on October 18, 2011.

This grievance followed. The thrust of the grievance was that Leonetti was a part-time clerk employee who was assigned to a full-time carrier job. The Grievance asked that the assignment be rescinded and that he be offered a position as a PTF letter carrier instead.

The Step B team reached impasse. The management member of the team declared that the grievance involved an interpretive issue under the National Agreement, so the dispute advanced to this National Level arbitration.

C. Previous Awards

As is normal in the Postal Service, there are several previous arbitration awards that bear on the issue in this case. While I considered all of the awards cited by the parties, three of them are particularly important.

The first of these was by Arbitrator Carlton Snow in 1998 (Case 194N-4I-D 96027608). In typically thorough and convincing fashion, Arbitrator Snow addressed the question of whether the temporary cross-craft transfer of an employee was controlled by the “losing” or the “gaining” union’s contract. In that case, unlike here, the NALC was the sending union; the APWU was the receiving union. Arbitrator Snow held that the transferring employee must enter the new craft in accordance with that craft’s collective bargaining agreement, rather than in accordance with the former craft’s agreement. His rationale was clear:

A fundamental problem with the argument of the NALC is its failure to recognize that the American Postal Workers Union is not a party to the agreement between the NALC and the Employer and, likewise, that the NALC is not a party to the agreement between the APWU and the Employer. In such a circumstance, the National Association of Letter Carriers cannot determine what rights and obligations are required under the agreement between the APWU and the Employer. It is also true that the NALC cannot determine the meaning of language chosen by other parties in their agreements with the Employer. Nor is the NALC in a position to enforce the language of other agreements against the will of the parties involved in them. These are labor contracts with other parties, and rights and obligations under those agreements are unto themselves, unless there is proof of third party beneficiary rights. No such theory has been asserted in this dispute.

An alternative reading, Arbitrator Snow wrote, would allow one union to affect the rights of employees represented by another union during negotiations at which the second union was not present:

No evidence submitted to the arbitrator established the basis for subordinating rights and obligations of the APWU won through contract negotiations to rights of the NALC in its agreement with the Employer. The APWU was not a party to the NALC negotiations with the Employer or any subsequent agreements, and rights of bargaining unit employees represented by the APWU should not be affected by a negotiation at which it had no opportunity to protect itself. Just as the National Association of Letter Carriers should not be faulted because the Employer promised more than it could deliver, the American Postal Workers Union should not be compelled to bear the burden of the Employer’s lack of planning in negotiations. Accordingly, if a Letter Carrier is to be transferred to a craft represented by the American Postal Workers Union, such an individual must enter the craft in compliance with the collective bargaining agreement between the American Postal Workers Union and the Employer. Where this is not possible, a Letter Carrier is entitled to a different remedy.²

²Another decision by Arbitrator Snow, Case HOC-3N-C 418 (1994), is similar in important respects.

The second award is a 2002 decision by Arbitrator Shyam Das, Case No. E90C-4E-C 95076238. The Postal Service transferred a letter carrier injured on the job to a clerk craft position created specifically for him. The APWU grieved on the basis that any new clerk craft position should be subject to bidding. Relying on the Postal Service's obligations under the Federal Employees' Compensation Act (FECA), which were incorporated in the APWU Agreement, Arbitrator Das rejected the grievance. He held that the job in question was not created for the Postal Service's operational needs but to fit the employee's medical restrictions. "By definition, it would make no sense to create such a uniquely created assignment as a duty assignment that must be posted for bid" (APWU Exhibit 1, p. 20).

The third award is also by Arbitrator Das. In cases Q11C-4Q-C 11322481 and 11322494 (2012), he dealt with an APWU grievance over the Postal Service's placement of the PTF employees who were converted in August 2011. The Postal Service placed the employees in unassigned regular positions with NTFT schedules. The APWU argued that the Employer had to put all those employees in traditional 40-hour positions. Although Article 7.1.A.1. stated that full-time employees were to work five 8-hour days a week, the NTFT MOU modified article 7. NALC contract, in contrast, retains the traditional definition of full-time employee with no such modification. Arbitrator therefore denied the grievance.

III. The Issue

The issue in dispute was originally described broadly: Whether the Postal Service may reassign clerk craft employees in nontraditional full-time regular (NTFT) duty assignments to full-time regular city letter carrier positions. Despite that broad phrasing, the NALC focused during the first hearing day on the particular individual who prompted this grievance. Understandably, at the beginning of the second hearing day the APWU representative sought clarification about whether this decision was to be about the broad issue or about the sole grievant. The NALC's counsel clarified by narrowing the issue:

MR. SECULAR: I'm prepared to respond. Okay. As far as we're concerned, this case is about this one individual and this one fact patter, and to the extent you have to interpret the contract to decide this case, that's the interpretation we're looking for. We are not looking for a categorical statement that all NTFT employees are ineligible for excessing at the full-time positions in the letter carrier craft.

What we do say is that depends on whether those employees meet the definition of full-time employee in the NALC contract. I don't know how many NTFT employees nationwide do meet that definition or don't meet that definition. All I know for sure is that the individual in this case, Mr. Leonetti, did not.

(Tr. 10/3/13, p. 91)

Neither the Postal Service nor the intervenors objected to that phrasing of the issue, so that is the one that I will use.

IV. Pertinent Contractual Provisions

To make this opinion more readable, relevant contract provisions are printed in Appendix 1.

V. The Parties' Positions

A. The NALC Position

The core of the NALC's position is that the Postal Service violated the NALC contract by transferring a clerk craft employee who did not meet that contract's definition of a full-time employee into a full-time carrier position. Article 7 defines full-time as an employee who works five 8-hour shifts in a service week. Leonetti admittedly did not come close to that. Article 12, Section 5.B.2 clearly distinguishes between full-time and part-time positions and makes clear that full-time positions are withheld to accommodate only full-time employees. The following portions of Article 12 confirm this understanding.

The Postal Service's changes in the APWU Agreement do not justify violations of the NALC Agreement. NTFT employees are considered full-time under the APWU Agreement, but they would not be considered full-time under the NALC Agreement. The APWU Agreement itself does not provide for reassignment of a 30-hour a week employee to a full-time carrier position. Even if it did so, the two Agreements would be in conflict. In such a situation, the NALC Agreement must be enforced. A cross-craft assignment is impermissible if it violates the gaining union's collective bargaining agreement. Bi-partite negotiations cannot alter the meaning of a different union's contract.

Arbitral authority, notably the 1994 and 1998 decisions by Arbitrator Snow and the 2012 decision by Arbitrator Das, support the NALC's position. The main case relied on by the APWU, Arbitrator Das's 2002 decision, is inapposite because it involved "unique circumstances" posed by the need to accommodate an injured employee in a temporary position created just for him.

B. The APWU Position

The APWU naturally relies on its own agreements with the Postal Service. The NTFT MOU clearly defines NTFT employees as full time even if they hold a 30-hour per week job. For that reason, they can be excessed into another craft's full-time positions just like any other full-time employee. As the Postal Service points out, if the NALC's agreement prohibits that excessing, the Postal Service might not be able in some cases like this one to excess employees from the clerk craft to the carrier craft. That might lead to layoffs.

The NALC's reliance on Articles 7 and 8 of its Agreement is unpersuasive. Arbitrator Das rejected that reasoning in his 2012 decision. He noted the "anomaly" and "inconsistency" between the right to work five 8-hour shifts and the Postal Service's agreement with the APWU for other arrangements, and commented that the full-time category "no longer is confined to employees

assigned to traditional schedules as defined in Article 7.” For the same reason, the NALC’s reliance on Article 12.5.B.11 is misplaced. Full-time cross-craft assignments must be made as they were when all six crafts bargained together. That means that full-time carrier positions may be withheld when necessary to accommodate excess full-time clerk craft employees, as happened here. Similarly, the NALC’s reliance on inapposite cases like the three Snow awards it cites does not control the result here.

C. The NPMHU Position

The Mail Handlers agree with the NALC’s main point that the Postal Service may not transfer an NTFT clerk craft employee working less than 40 hours a week to a full-time carrier craft position. The NPMHU makes one additional point, that interpreting “full time” under the NALC Agreement should not be based on the APWU Agreement’s definition of “full time.” Article 12.6.B.2. of the NPMHU’s Agreement, like the corresponding provision (Sec. 12.5.B.2) of the NALC Agreement, means that withholdings, excessing, and reassignments are to be done by job category. The Postal Service is supposed to withhold full-time positions for those full-time employees involuntarily reassigned from other crafts, and part-time positions for part-time employees involuntarily reassigned from other crafts.

The critical question is therefore whether the NALC Agreement or the APWU Agreement controls the distinction between full-time and part-time employees. Citing a decision by Arbitrator Carlton Snow (NALC Exhibit 10), the NPMHU argues that one union cannot control the meaning of language used by another union in its collective bargaining agreement. To hold the contrary would mean that one union could affect the rights of employees represented by another union during the course of negotiations at which the second union would not even be present.

D. The USPS Position

The Postal Service’s argument partially tracks that of the APWU but adds some additional points.

It first argues that the losing craft’s contract should control in excessing situations. In this case, that means the APWU’s NTFT MOU governs rather than the NALC National Agreement. The NTFT MOU provides that NTFT employees are full-time employees, and that means that they have the same rights as any other full-time employees to be excessed into another craft. Following the NALC’s Bridge Memo, which provides that cross-craft assignments are to follow the 1978 agreement, would be “stilted and short-sighted.” For example, if Congress directs the Postal Service to deliver mail only four days a week, the parties would have to renegotiate the definition of full-time.

Second, there will rarely be any effect on part-time or non-career employees when an NTFT employee is excessed into the carrier craft. In particular, the harm identified in some of the arbitration awards cited by the NALC would not apply in the NTFT excessing situation. If NTFT

employees could not be excessed into a full-time carrier position, some other employee such as the junior clerk, would be.

Third, the arbitrator should avoid a result that would prevent NTFT excessing into other crafts. The NALC's position would paint the Postal Service into a corner. As Arbitrator Stephen Goldberg recently wrote, an arbitrator should not readily assume that the Postal Service agreed to terms that would create entirely foreseeable problems.

VI. Discussion

I have described the parties' arguments in detail to make clear all the areas in dispute. Having done so, however, it is now apparent that the only real issue is extremely narrow: which of the two agreements, the NALC's National Agreement or the APWU's NTFT MOU, controls the definition of full-time employee for purposes of cross-craft excessing?

The APWU is indisputably correct that its agreements, and arbitral authority under them, treat NTFT clerks as full-time employees entitled to all the protections of that classification. The MOU effectively amended the APWU's Article 7, as Arbitrator Das held. If the APWU agreement controls, therefore, the Postal Service properly excessed Leonetti into a full-time carrier position. Just as indisputably, if the NALC's agreement controls, then Leonetti, who had a 30-hour position but actually worked fewer hours, was not a full-time employee because he did not work five 8-hour shifts.

As to that fundamental question, there is only one fair answer. The problem arises only because the Postal Service negotiates with different unions whose individual agreements contain different provisions and different definitions. So long as the negotiated terms in a particular contract affect only the employees in that bargaining unit, the parties can make whatever bargains they wish. Separate contracts may provide that the Postal Service will treat clerks in one fashion, carriers in another, and mail handlers in a third, even if the issues addressed are exactly the same in each case. But when provisions in one contract affect employees in a different bargaining unit, the representative of those employees has a legitimate objection.

The obvious way to avoid those difficulties is for the Postal Service not to bargain with one union any terms that would harm members of another union unless it first receives the second union's consent. That would, of course, limit the bargaining flexibility of the Postal Service and the first union, but that is one of the risks of having multiple bargaining units. An employer cannot reasonably promise contradictory things to different unions.

If the Postal Service does negotiate conflicting agreements, either intentionally or (more likely) by accident and oversight, it is stuck with the result. The problem is of its own making. The only alternative — the alternative argued here by the Postal Service and the APWU — would mean that the employer and one union could change the terms of another union's agreement in negotiations where the second union would not participate. No rationalization could make that just. Place the

shoes on the other union's feet, and each would take the opposite side. That is why one rule has to apply in all such cases: the Postal Service may not undercut one union's collective bargaining agreement by negotiating with a different union.

In short, when dealing with cross-craft assignments, the gaining bargaining unit's contract must apply. That was exactly the conclusion reached by Arbitrator Snow in his 1998 decision. Arbitrator Das's 2002 decision did not contradict Arbitrator Snow. Arbitrator Das simply found that FECA imposed an overriding legal obligation and that the Postal Service properly created a special temporary position for injured employees pursuant to FECA. No overriding legal obligation obliged the Postal Service to excess into a full-time carrier craft position an employee who did not meet the requirements for full-time status under the NALC Agreement.³

Apparently recognizing that its agreements with the APWU and NALC were likely inconsistent, the Postal Service offered two alternative arguments. One was that reading the contracts literally would be "stilted and short-sighted" because it might create a problem if Congress were to change the law. A hypothetical legislative possibility provides no basis for overriding a negotiated agreement. If Congress were to mandate four-day delivery, as the Postal Service speculates, Congress and the Postal Service would have to deal with the consequences. Fortunately that issue is beyond the scope of this case.

The Postal Service's other argument asserts that upholding the grievance would paint the Postal Service into a corner and limit its ability to engage in cross-craft excessing. The metaphor is inaccurate. The NALC did not paint the Postal Service into a corner, much less the arbitrator. If there was any corner-painting, it was by the Postal Service itself. Had it not negotiated the NTFT MOU with the APWU, or if it had not tried to apply it in this fashion, there would have been no grievance. If complying with the agreement it negotiated with the NALC creates a problem in its relations with the APWU, that is a problem for those two parties to resolve.

³Arbitrator Das's 2012 award did not deal with conflicting bargaining units. It merely held that the APWU's National Agreement was amended by the APWU's NTFT MOU. That MOU did not and could not have anything to do with the NALC.

AWARD

For the reasons stated, I sustain the grievance and find that the Postal Service may not reassign into a full-time carrier craft position any clerk craft employee who does not meet the definition of full-time employee specified in the Postal Service's Agreement with the NALC. The reassignment of Anthony Leonetti must therefore be vacated.

The Postal Service's breach of the Agreement may or may not have harmed any identifiable carriers. The record does not contain evidence on that question, so I will remand that issue to the parties. If any identifiable carriers did suffer losses, the Postal Service must make them whole.

Dennis R. Nolan

Dennis R. Nolan, Arbitrator

February 16, 2014

Date

Appendix 1: Pertinent Contractual Provisions

USPS/NALC 2006-2011 National Agreement

**ARTICLE 7
EMPLOYEE CLASSIFICATIONS**

Section 1. Definition and Use

A. Regular Work Force. The regular work force shall be comprised of two categories of employees which are as follows:

1. **Full-Time.** Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules consisting of five (5) eight (8) hour days in a service week.⁴
2. **Part-Time.** Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules of less than forty (50) hours in a service week, or shall be available to work flexible hours as assigned by the Employer during the course of a service week.

**ARTICLE 8
HOURS OF WORK**

Section 1. Work Week

The work week for full-time regulars shall be forty (40) hours per week, eight (8) hours per day within ten (10) consecutive hours, provided, however, that in all offices with more than 100 full-time employees in the bargaining units the normal work week for full-time regular employees will be forty hours per week, eight hours per day within nine consecutive hours. Shorter work weeks will, however, exist as needed for part-time regulars.

**ARTICLE 12
PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS**

Section 4. Principles of Reassignments

A. A primary principle in effecting reassignments will be that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum, consistent with

⁴The NPMHU National Agreement has the same definition of "full-time." It does not contain any provision for modified work weeks.

the needs of the service. Reassignments will be made in accordance with this Section and the provisions of Section 5. . . .

D. In order to minimize the impact on employees in the regular work force, the Employer agrees to separate, to the extent possible, casual employees working in the affected craft and installation prior to excessing any regular employee in that craft out of the installation. The junior employee who is being excessed has the option of reverting to part-time flexible status in his/her craft, or of being reassigned to the gaining installation.

Section 5. Reassignments

B. Principles and Requirements

2. The Vice Presidents Area Operations shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned. When positions are withheld, management will periodically review the continuing need for withholding such positions and discuss with the NBA the results of such review.
3. No employee shall be allowed to displace, or "bump" another employee, properly holding a position or duty assignment.
4. Unions affected shall be notified in advance (as much as six (6) months whenever possible), such notification to be at the regional level, except under A.4 above, which shall be at the local level. . . .
11. It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position. . . .

C. Special Provisions on Reassignments

5. Reduction in the Number of Employees in an Installation Other Than by Attrition

- a. Reassignments within installation. When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition, that installation:
 - (1) Shall determine by craft and occupational group the number of excess employees;

- (2) Shall, to the extent possible, minimize the impact on regular work force employees by separation of all casuals;
- (3) Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours;
- (4) Shall identify as excess the necessary number of junior full-time employees in the salary level, craft, and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them (except as provided for letter carriers and special delivery messengers and vehicle service employees in Section C.5.b below) in the same or lower level with seniority, whichever is the lesser of:
 - (a) One day junior to the seniority of the junior full-time employees in the same level and craft or occupational group in the installation to which assigned, or
 - (b) The seniority the employee had in the craft from which reassigned. . . .

8. Reassignment—Part-Time Flexible Employees in Excess of Quota (Other Than Motor Vehicle)

Where there are part-time flexible employees in excess of the part-time flexible quota for the craft for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may at their option be reassigned to the foot of the part-time flexible roll in the same or another craft in another installation.

D. Part-Time Regular Employees

Part-time regular employees assigned in the craft units shall be considered to be in a separate category. All provisions of this Section apply to part-time regular employees within their own category.

**MEMORANDUM OF UNDERSTANDING [“Bridge Memo”]
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS,**

AFL-CIO

Re: Article 7, 12 and 13 – Cross Craft and Office Size

- A. It is understood by the parties that in applying the provisions of Articles 7, 12 and 13 of this Agreement, cross craft assignments of employees, on both a temporary and permanent basis, shall continue as they were made among the six crafts under the 1978 National Agreement.

USPS/APWU 2010-2015 Collective Bargaining Agreement

**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 parties agree to the following rules concerning Non-Traditional Full-Time (NTFT) duty assignments: . . .

8. 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.
9. In Function 4, Management may create as many clerk NTFT duty assignments of 30-48 hours in a facility as is operationally necessary.

MEMORANDUM OF UNDERSTANDING

Re: Modified Work Week

The parties at the local level may negotiate the establishment and implementation of a modified work week program for APWU bargaining unit employees in one or more Postal Service operations within local installations. . . .

5. Except as provided for in this MOU or the Modified Work Week Guidelines, no modified work week program can be inconsistent with the National Agreement.