

Article 8.5.A

work in the work location where the employees regularly work in accordance with the following:

A. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list.

B. Lists will be established by craft, section, or tour in accordance with Article 30, Local Implementation.

C. 1. a. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected in order of their seniority on a rotating basis.

b. Those absent or on leave shall be passed over.

D. If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.

E. Exceptions to C and D above if requested by the employee, may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, deaths).

F. Excluding December, no full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week.

G. Full-time employees not on the "Overtime Desired" list may be required to work overtime only if all available employees on the "Overtime Desired" list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week. Employees on the "Overtime Desired" list:

1. may be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty overtime pay set forth in Section 4.D for contravention of Section 5.F); and

Article 8.8.B

2. excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more than sixty (60) hours of work in a service week.

However, the Employer is not required to utilize employees on the "Overtime Desired" list at the penalty overtime rate if qualified employees on the "Overtime Desired" list who are not yet entitled to penalty overtime are available for the overtime assignment.

(See Memos, pages 283 and 289)

Section 6. Sunday Premium Payment

Each employee whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of 25 percent of the employee's base hourly rate of compensation for each hour of work performed during that period of service. An employee's regularly scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium payment.

Section 7. Night Shift Differential

For time worked between the hours of 6:00p.m. and 6:00 a.m., employees shall be paid additional compensation at the applicable flat dollar amount at each pay grade and step in accordance with the attached table (Table Two and Table Three).

Section 8. Guarantees

A. An employee called in outside the employee's regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to an employee called in who continues working on into the employee's regularly scheduled shift.

B. When a full-time regular employee is called in on the employee's non-scheduled day, the employee will be guaranteed eight hours work or pay in lieu thereof.

**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 available employees on the overtime desired list and five not on it, and if 10 work hours are needed to get the mail out within the next hour, all ten employees may be required to work overtime. But if there are 2 hours within which to get the mail out, then only the five on the overtime desired list may be required to work.

15. Must all employees on the overtime desired list be utilized twelve hours per day before an employee not on the list works any overtime?

Response: Except when there is an operational window that cannot be met unless non-list employees are worked. At such time, list and non-list employees may be scheduled simultaneously. **NOTE:** Non-list employees, in facilities utilizing NTFT duty assignments in the same Functional area **and overtime section(s)**, cannot work overtime except in an emergency.

16. After a full-time employee reaches twenty hours of overtime within a service week is he/she still available for overtime?

Response: Once the employee reaches twenty hours of overtime within a service week, the employee is no longer available for any additional overtime work.

17. Does paid leave count toward the twelve and sixty work limits?

Response: Yes.

18. Is an employee sent home in the middle of the tour on a regularly scheduled day, because of the bar against employees working more than sixty hours in a service week, entitled to be paid for the remainder of his/her scheduled day?

Response: An employee having been sent home on his/her regularly scheduled day before the end of his/her tour due to the 60-hour ceiling and having experienced no temporary change of schedule, must be compensated for the hours he/she lost that day.

19. If a part-time flexible employee is converted to full-time regular status in the middle of a quarter, as defined in Article 8, Section 5.A, may the employee sign the overtime desired list?

Response: No, unless otherwise provided for in the Local Memorandum of Understanding.

20. Does "Holiday Worked Pay" count towards the fifty-six and sixty-hour work limits?

Response: "Holiday Worked Pay" is a premium paid to eligible employees for hours worked on a holiday. However, since employees are given credit for paid leave on a holiday, the "Holiday Leave" time would count toward the fifty-six and sixty hour limits.

21. Can an employee work fewer hours than the contractual guarantees provided for in Article 8.8?

Response: Management may not solicit employees to work less than their scheduling guarantee, nor may employees be scheduled to work if they are not available to work the entire guarantee. However, an employee may waive a guarantee in case of personal illness or emergency.