



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

To: State & Local Presidents and Representatives

From: Robert D. Kessler and Dennis Taff
National Business Agents

Date: August 23, 2011

Re: New Conversion and NTFT

Attached is a modified copy of our previous correspondence on the issue of conversion of PTF's (or PTR's) into 30 (or other) hour **schedules**.

Specifically, we have modified the language regarding disputes involving assignments on the remedy page, as conversion to 30 hour "schedules" (assignments) **must be** pursued through the grievance procedure.

We will not pursue disputes regarding proposed NTFT duty assignments until after discussions with the local - as they must be processed through the ADRP procedure which will be addressed in another correspondence we will be sending later today or tomorrow.

They have acknowledged that they will be unable to post any NTFT duty assignments (because of Shared Services problems) until late September. Therefore, they are notifying the PTF's they will be converted to (mostly) 30 hour schedules. YOU MUST GRIEVE THESE CONVERSIONS WITHIN 14 DAYS OF WHEN THEY ARE CONVERTED. Some of these PTF's have been working as many as 50 hours per week! You should inform the PTF's that the letter attributing their conversion as being in accordance with the terms of the new agreement, is false and a blatant violation of the agreement for which we are grieving both locally and nationally. Inform them that in the meantime they should notify you if they work any hours outside the "schedule" they are being converted into as they must be paid out-of-schedule premium for those hours — **but probably won't be unless we grieve.** This also applies to the assignment of PTR's to NTFT schedules.

In addition we have modified the written narrative regarding remedy to correspond with that of the spreadsheet.

USE THE LAST 'PROBLEM'-----'MANAGEMENT IMPROPERLY CONVERTS PTR OR PTF INTO A NTFT SCHEDULE AS AN UNASSIGNED REGULAR.

A handwritten signature in black ink that reads "Robert D. Kessler".

Robert D. Kessler
National Business Agent

A handwritten signature in black ink that reads "Dennis Taff".

Dennis Taff
National Business Agent

To all,

This correspondence is being sent to assist you in grieving the upcoming conversion of PTF's and PTR's in Function 1 or in post offices Level 21 and above on August 27th -- as we have been informed that they will be creating NTFT **SCHEDULES** consisting mostly of 30 hours and assigning PTF's or PTR's to those **SCHEDULES** without CREATING DUTY ASSIGNMENTS or posting bids after consulting with the local as required by the NTFT MEMO. The following is the only procedure they may take in assigning PTF's or PTR's into "residual" duty assignments. Therefore, it is our position that conversions to "schedules" are a blatant violation of the agreement and must be grieved as the requirement to convert is contained within the provisions that establish NTFT duty assignments and must therefore be undertaken within the context of that MEMO. This argument should be included in your written grievance.

CONVERSIONS OF PTR'S AND PTF'S

The Postal Service is required to convert all PTR's and PTF's in Function 1 or in post offices Level 21 and above on August 27th (pay period 19).

Non-Traditional Full-Time (NTFT) Duty Assignment MOU (see page 189)

- There will no longer be Part-Time Flexible (PTF) employees working in Function 1 or in post offices Level 21 and above.
- There will no longer be Part-Time Regular (PTR) employees in the clerk craft.

PTF's and PTR's can only be placed into "RESIDUAL" full-time duty assignment/vacancy. (See page 189)

Article 37.1 defines a residual vacancy

H. Residual Vacancy. A duty assignment that remains vacant after the completion of the voluntary bidding process.

The same rules apply to NTFT duty assignments. NTFT duty assignments cannot be considered to be a residual vacancy until the position has gone through the voluntary bidding process. Additionally, Article 37.1.a states:

a. Full-time duty assignments

- (1) Newly established full-time duty assignments are posted to full-time employees eligible to bid.

Unless assigned to a **residual** full-time duty assignment/vacancy position on or before August 27th, the newly converted PTF's and PTR's **should** become "unencumbered full-time regulars." That means they should be assigned a full-time schedule of 5 eight hour work days.

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 (9) consecutive hours

The Assignment of Unencumbered Employees is addressed in Article 37.4 of the CBA and the JCIM.

Section 4. Unencumbered Employees

A. Coverage. Full-time flexible employees and unassigned regular employees are considered unencumbered employees.

B. An employee who becomes an unassigned regular will continue to work the same hours and scheduled days the employee worked immediately prior to becoming unassigned unless notified of a change in work schedule before expiration of the first 28 days after the date on which the employee became unassigned. Additional work schedule changes may be made, provided that such change cannot be made effective until 180 days after the effective date of any previous change.

C. Assignment of Unencumbered Employees

Assignment of unencumbered employee(s) will be made within 21 days of the duty assignment becoming **residual**(Article37.1) in accordance with the following:

(Sections 1,2,3,4 concerns placement of unencumbered preference eligible employees.)

5. To the Same or Higher Level

a. Employees not encumbered in bid duty assignments **shall** bid on duty assignments posted for bid. These employees shall be assigned to **residual** full-time duty assignments in the same or higher salary level for which the employees meet the minimum qualifications. The assignments will be made in the following order:

- (1) Currently Qualified Employees.
- (2) Partially Qualified Employees.
- (3) Employees Not Currently or Partially Qualified

b. Unencumbered clerks who are detailed to nonbargaining positions are considered to be unavailable for assignment in accordance with a. above.

6. To a Lower Level

a. Lower-level **residual** vacancies that still exist after application of **4.C.5** above **will** be offered to unencumbered employees and their preference shall be honored by seniority. Then assign unencumbered employees by inverse seniority to lower-level residual fulltime assignments.

These basic rules are also outlined in the JCIM as follows:

Q. #221 - In what order must unencumbered employees be assigned to the same or higher level?

Response: After the assignment of preference eligible clerks, Article 37.4.C.1 requires that unencumbered employees be assigned in the following order: 1) currently qualified employees, 2) partially qualified employees, 3) employees not currently or partially qualified.

Article 37.4.C.5 is applied in the following order:

- (a) Currently qualified: Offer by seniority, assign by seniority
- (b) Partially qualified: Offer by seniority, assign by seniority
- (c) Not Currently or Partially Qualified: offer by seniority, assign by seniority

It is clear that these newly converted PTF's and PTR's can only be placed into **residual** full-time duty assignments/vacancies - simply put, they can only be assigned to a duty assignment that has gone through the voluntary bidding procedure.

These rules apply to all NTFT duty assignments. The Non-Traditional Full-Time (NTFT) Duty Assignment MOU states:

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 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.**

There is no reference anywhere in the CBA or the MOU to involuntary assignment to anything other than a residual NTFT assignment.

If your particular office has "withheld **residual** vacancies," those duty assignments should also be offered to the newly converted PTR's and PTF's in accordance with the "unencumbered" rules of Article 37.4 and the JCIM. Management should **not** be reverting those positions. Once those positions were posted for bid they are to filled.

Additional, the newly converted PTF's and PTR's can bid on any posted vacant duty assignment(s) effective August 27th.

IT IS TOTALLY UNLIKELY THAT THEY WILL DISCUSS NTFT POSITIONS WITH THE LOCAL, POST THEM FOR BID, AND HAVE RESIDUAL VACANCIES BY AUGUST 27th TO ASSIGN TO THE CONVERTED PTF'S AND PTR'S . THEREFORE, ANY CONVERSION OTHER THAN TO AN 8 HOUR TRADITIONAL UNENCUMBERED ASSIGNMENT WILL BE A VIOLATION OF THE N/A AND MUST BE GRIEVED!! (See below)

Non-Traditional Full-Time (NTFT) Duty Assignment MOU

- 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 the posting of non-traditional duty 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.

REMEDY

Our remedy is to make them whole by compensating them the difference between the hours they are assigned and the 40 hours which they should have received due to the conversion required by the provisions of the NTFT MEMO which eliminated PTR'S and PTF's in the clerk craft in these offices.

Make whole, including but not limited to:

- Out of schedule premium pay.
- Guarantee for any days of less than 8 hours (including 6th and 7th day).
- Postal Overtime for any hours in excess of 8/40.
- Credit for all leave hours grievant(s) would have accrued if worked 40 hours.
- Post an appropriate duty assignment within 120 days.
- Any other applicable remedy - JCIM Article 7, page 6.

(SEE ATTACHED SPREADSHEET)

PROBLEM	CONTRACT REFERENCES	IN ADDITION TO GENERAL MAKE WHOLE REMEDY, REQUESTED REMEDY SHOULD INCLUDE AT LEAST:
<p>MANAGEMENT FAILS TO CONVERT PTR OR PTF BY AUGUST 27, 2011</p>	<p>1) MOU Re: NTFT Duty Assignments 2) APWU/USPS Q&A #25 and #26 dated 6-28-11 3) JCIM, Article 7, page 6 (REMEDIES) 4) Article 37.4 No provision for unencumbered NTFT</p>	<p>Make the affected clerk whole using remedy from JCIM Article 7, page 6.</p> <p>NOTE: Clerk was entitled to conversion to unassigned FTR - unassigned NTFT is inappropriate (see below)</p>
<p>MANAGEMENT IMPROPERLY CONVERTS PTR OR PTF INTO A NTFT DUTY ASSIGNMENT WITHOUT FIRST POSTING JOB FOR BID</p>	<p>1) Art 37.3.A.1 requires all newly created "duty assignments" to be posted for bid. 2) Article 37.1.H definition of "residual vacancy" 3) No reference anywhere in CBA to involuntary assignment to anything other than residual NTFT. 4) All references in NTFT MOU (pp 188-189) concern assignment to "residual" NTFT assignments</p>	<p>For Assigned Employee: 1) Out of Schedule Premium 2) Guarantee on any days of less than 8 hours 3) Postal OT for any hours in excess of 8 / 40 Post duty assignment and "make whole" remedy for successful bidder.</p>
<p>MANAGEMENT IMPROPERLY CONVERTS PTR OR PTF INTO A NTFT SCHEDULE AS AN UNASSIGNED REGULAR</p>	<p>1) NTFT MOU refers to "NTFT duty assignments"; there is no mention of "NTFT employees." 2) Art 37.3.A.1 requires all newly created "duty assignments" to be posted for bid. 3) No reference in CBA or NTFT MOU to involuntary assignment to anything other than residual NTFT.</p>	<p>For Assigned Employee: 1) Out of Schedule Premium 2) Guarantee on any days of less than 8 hours 3) Postal OT for any hours in excess of 8 / 40 Post appropriate duty assignment within 120 days</p>