

PROBLEMS WITH THE NTFT ROLL-OUT PROCESS

1. Insufficient time and/or information being given to the local Union to actually provide meaningful input regarding proposed NTFT duty assignments.
 - a. San Diego, CA
 - b. Boston, MA
 - c. Montgomery County, PA
 - d. Buffalo, NY
 - e. Alexandria, VA

Mgt's response

As the Postal Service stated on the national joint webinar, management is to provide the local union with reasonable time and sufficient information in order to review proposed NTFT duty assignments and provide input for joint discussion prior to posting the positions for bid. If a local union was not given this time and information local management should now provide it.

2. Authority of Local Installation head to actually make decisions regarding the workhours and schedules of proposed NTFT duty assignments, including the obligation to explain and document why NTFT duty assignments are operationally necessary.

Also, as stated by the Service on the joint webinar, installation heads are required to review the operational workload and work hour needs to create efficient assignments that meet the operational requirements of the installation. Local management will discuss and share relevant information with the union on the development of proposed NTFT duty assignments.

3. Union's obligation to also participate in the process in good faith.

We agree. Local unions should be aware that a refusal to review and provide input will not serve to prevent the Service from posting NTFT assignments.

4. Proposed NTFT duty assignments which do not reflect the actual work hour history.
 - a. PTF's historically working 40-50 hours/week.
 - b. Newly converted unassigned regulars working OOS and overtime.
 - c. Non-OTDL getting increased overtime. (November 23, 2011 ban on mandatory overtime in the functional area (i.e., Function 1 or Function 4) if any NTFT duty assignments are utilized)
 - d. Increased cross-craft and 1.6.B violations.

Mgt's response

When determining the appropriate work schedule for an NTFT duty assignment, consideration must be given to a variety of factors, including historical weekly work hours, the need to minimize any additional costs such as OOS premium and overtime pay that might result from an insufficient work hour schedule and ensure compliance with contractual provisions. Other important factors must be considered, as well, including efficiency and budgetary requirements. The fact that a PTF has been working 40 hours per week may indicate a need for such an assignment to be posted, but an operational review may indicate that a correction of inefficiencies will reduce work hours.

5. Posting duty assignments which clearly violate the CBA (e.g. posting jobs to regularly work in multiple installations; R&P duty assignments failing to designate relief assignments).
 - a. Kentucky
 - b. Mid-Carolinas District

NTFT duty assignments must be posted in accordance with the applicable provisions

of the Collective Bargaining Agreement (CBA).

6. Nationally negotiated "rules" for flexible NTFT duty assignments
 - a. Limited to Customer Service
 - b. Limited to 10% of full-time duty assignments in Customer Service
 - c. No "rounding rules" were negotiated
 - d. Maintain daily and weekly guarantees
 - e. Start times and off days may be changed with Wednesday (of preceding week) notice.

The CBA contains the rules to be followed regarding NTFT Flexible assignments.

7. Article 37.4 requires that a duty assignment be posted for every available full-time employee. Posting too many undesirable NTFT duty assignments of less than 40 hours will result in residual NTFT duty assignments and/or unassigned "protected" FTR's ("protected" = FTR as of May 23, 2011).
 - a. Report of proposed assignment of unencumbered "protected" FTRs to residual NTFT duty assignments of less than 40 hours, with additional hours to be "stand-by" is clearly inappropriate.
 - b. Residual NTFT duty assignments cannot be posted to 21 day eReassign for transfer while unencumbered employees remain in installation (this could result in more excessing).
 - c. During negotiations the parties agreed that these residual duty assignments would have to be reposted with more "desirable" schedules so that unassigned "protected" FTR employees would either bid them or be eligible to be assigned.

The terms of Article 37.4. regarding the assignment of unencumbered employees remain in effect in the 2010 CBA. The definition of a "duty assignment" in Article 37.1 provides that it consist of a "set of duties and responsibilities". The NTFT 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."

8. Threats that current FTR employee's duty assignments will be abolished and/or that they will be excessed if they do not bid on NTFT duty assignments are inappropriate.

This matter has been previously addressed at the national level. No employee may be excessed due to their choice to not bid on posted NTFT assignments.

9. This process can work. Parties actually can agree on desirable duty assignments. e.g.:
 - a. Michigan Metroplex
 - b. Chicago

Working together, the local parties should be able to reach agreement on the appropriate posting of NTFT duty assignments.