

Non-Traditional Full-Time Assignments Otherwise Known as Traditional Part-Time Assignments:

No to Shifty Nifty (NTFT)

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As shown in the statements below, the Chairman of the Board of Governors and the PMG believe that the tentative agreement between the USPS and the APWU is much better for management than they would otherwise receive at arbitration. Both cite the, “workforce flexibility” concessions made by the union as a key factor of the agreement. The Chairman of the Board of Governors, Louis Giuliani, in his prepared statement to the Government Oversight Committee states,

“This tentative agreement provides the Postal Service with three important things: immediate cost control; greater workforce flexibility; and long-term structural changes. Of these, the workforce flexibility and long-term structural change offer the most significant potential for lowering total labor costs.

Most importantly, **we do not believe these vital changes would have been possible in arbitration.** Years of experience have taught us that these types of breakthrough changes in workforce utilization are very unlikely in an arbitrated settlement. Given the law that we negotiate under, we strongly believe that this was the best outcome possible.” (emphasis mine)

The Postmaster General, Patrick Donahoe states,

“One of the most important aspects of this tentative agreement is that it provides significant workforce flexibility. We will be able to schedule our employees in ways that make sense for a variable work flow business, and we will be able to increase the use of non-career employees.”

The statements by the Chairman of the Board of Governors and the Postmaster General fear arbitration and praise the flexibility of the new contract for good reason. The flexibility that management is enamored with involves the increase in casuals from 6% to 20% district wide, much of the new work going to casuals, and the Non-Traditional Full-Time (NTFT) assignments. The NTFT assignments are one of the most concessionary and frightening aspects of the proposed contract. As stated by management, an arbitrator would not grant such huge concessions in this area.

Many union activists do not even understand everything about this proposed contract. Yet, what is becoming clear is that the more that is revealed about the tentative

agreement, the less appealing it is. This is particularly true of the specifics regarding the new NTFT assignments.

NTFT Defined

The memorandum on page 201 outlines the new flexible jobs. The memo states,

“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.”

Despite the fact that the memo above states that the parties agree to, “discuss opportunities for the creation of these non-traditional duty assignments” after the agreement is ratified, there are contract changes in Article 37 and other memorandums already providing rules on NTFTs. Therefore, it does not seem that we can reject the NTFT assignments once the contract is ratified.

Also, the APWU PowerPoint presentation (which incidentally I can’t find on the APWU national web site) describes the NTFT jobs as follows:

“Non - Traditional Full Time Assignments – More or Less than 5 days; Between 30-48 hour weeks; Between 4-12 hour days; limited flexibility and limited split shifts. NTFT assignments will have no more than a 1 hour lunch. [Exception: In Post Offices (level 20 and below) where necessary to accommodate the conversion of PTF’s status to fulltime, split shifts will be permissible.]”

The first and most obvious clue that something is wrong with this picture is that the Non-Traditional Full-Time Assignments are not full-time assignments. 30 hours a week is a Traditional Part-Time Assignment. To agree to use such misleading language is to be misleading in and of itself.

“More or Less than 5 days” is also a very unusual way of describing the work week and another sign that something is not quite right. As it stands, given the bottom limit of 30 hours per week and the top limit of 12 hours per day, NTFT assignments could be anywhere from 3 to 7 days a week, working anywhere from 4 to 12 hours a day.

No Overtime or Guaranteed Time

The NTFT jobs will have a regular schedule and the jobs will be posted for bid. The memorandum provides rules on overtime for NTFT assignments. The memo states,

“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 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.)”

Therefore if an employee is scheduled to work two 12 hour days in a row and two 8 hour days, they no longer receive overtime. To give up the 8 hour day and the benefits of working overtime, for management “flexibility” is a big step in the wrong direction.

I also do not see any provisions for overtime for employees working 6 days a week, if this is their schedule and the total hours for the week is 40 or less. Overtime begins on the first non-scheduled day.

Also, in explaining a reason for penalty overtime, the memo states,

“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;”

It is interesting to note that the memo mentions the possibility of working 4 non-scheduled days, which implies only 3 scheduled days per week.

There is overtime for the first non-scheduled day worked and penalty overtime for any hours after that. Employees are guaranteed or forced (however you want to look at it) for 8 hours on their non-scheduled day (The memo states, “These employees will be guaranteed 8 hours on any non-scheduled day.”)

Given the low wages for the new hires and the casuals (PSEs) and the Postal Service’s history of utilizing mass overtime, it is likely that management may have many employees working at least their first non-scheduled day. If penalty overtime and other overtime rules are attacked and then conceded next contract, management will have even more reason to work new workers and casuals (PSEs) overtime as overtime pay for new hires and casuals will be almost like straight time for current workers.

Employees scheduled for 4 hours on any particular day who are told to work more than 4 hours do not get overtime until their work time goes over the 8 hour mark. The new language states,

“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.”

The employee working more than their assigned scheduled but less than 8 will instead receive out of schedule pay. I am not quite sure of the significance of the difference at this point as both are paid time and a half. By not calling working beyond the normal schedule as overtime, it could be that the employees could be kept over their schedule and are not able to grieve that the ODL should be used first.

Possible NTFT Assignment Under Proposed Contract

What will NTFT jobs look like? The jobs can be posted with from 3 to 7 days of work per week and 4 to 12 hours of work per day. NTFT jobs could possibly look like this:

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Total
4 hrs		5 hrs		7 hrs	12 hrs	12 hrs	5 days for 40 hrs
4 hrs		4 hrs		4 hrs	12 hrs	12 hours	5 days for 36 hrs
4 hrs		4 hrs			12 hrs	12 hrs	4 days for 32 hrs
			6 hrs		12 hrs	12 hrs	3 days for 30 hrs
4 hrs		4 hrs	4 hrs	4 hrs	12 hrs	12 hrs	6 days for 40 hrs
4 hrs		4 hrs	4 hrs	4 hrs	4 hrs	10 hrs	6 days for 30 hrs
4 hrs	5 hrs	6 hrs	7 hrs	8 hrs	10 hrs		6 days for 40 hrs
5 hrs	5 hrs	5 hrs	5hrs	5 hrs	5 hrs	5hrs	7 days for 35 hrs
4 hrs	8 hrs	12 hrs	7 days for 40 hrs				
							Etc.

Unlike the real protections of our current contract, under the new contract, none of the jobs posted for bid above would receive guaranteed time or overtime for working their bid schedule.

Overtime Desired List

NTFT employees will be able to sign up on the ODL. At the very top of the new ODL rules it states,

“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).”

I am not sure how many facilities have a problem with mandatory overtime. However, given the amount of casuals (PSEs) and NTFT positions, the number of full-time career employees will eventually be very small, and the Postal Service will have more than enough ability to utilize employees other than FTRs to accomplish the work. Management still can use an “emergency” situation as a way of bypassing the rules.

Moreover, it appears that the union has conceded language as to what is categorized as an emergency. The current Article 3 language, states that management has the right,

“F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.”

The language defines an emergency as, “an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.” Stewards have previously used this language to defend overtime and other rules when management claims an emergency. However, the new proposed rules gives examples of unforeseeable circumstances as “PVS drivers stuck in traffic, weather conditions.” Stewards have argued that traffic and weather are often foreseeable circumstances.

Current Workers Subject to NTFT Rules

There are some rules regarding NTFTs in the memorandum on page 188. An important part for current workers 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.”

And Article 37 is changed to include the following language regarding the conversion of a Full-Time Regular job into a NTFT job:

“(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.”

The language above allegedly protecting current workers is weak and is more accurately described as language allowing an attack on current workers. Management gains the right to convert an occupied full-time job to a NTFT job.

Most current employees work 8 hours a day, 5 days a week, with two consecutive days off. Under the proposed contract, the Postal Service will be able to take that job away from the employee, no matter how senior and force the employee into working a job that has Sunday and Tuesday off (unless consecutive days off rules apply), works 6 hours on Monday, 6 hours on Wednesday, 8 hours on Thursday, 10 hours on Friday, and 10 hours on Saturday. Although the full-time employee worked less than 8 hours, the Postal Service would no longer pay the employee for 8 hours. Although the full-time employee worked 10 hours in a day, the Postal Service would not pay overtime.

The only limitations for the Postal Service in reassigning a Full Time Regular to a NTFT position is that the job must have between 40 to 44 hours a week, must have at least 6 hours a day and no more than 10 hours in a day, and must have two days off.

The NTFT jobs that current workers could be forced into could look like this:

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Total
6 hrs		6 hrs		8 hrs	10 hrs	10 hrs	5 days for 40 hrs
6 hrs	7 hrs	8 hrs	9 hrs	10 hrs			5 days for 40 hrs
10 hrs	8 hrs	10 hrs	6 hrs	6 hrs			5 days for 40 hrs
7 hrs		10 hrs	10 hrs		6 hrs	7 hrs	5 days for 40 hrs
							Etc.

Again, unlike the real protections of our current contract, under the new contract, none of the jobs posted for bid above would receive guaranteed time or overtime for working their bid schedule. With the new contract language, current workers can be forced to work two 10 hours days in a row and will receive no overtime.

The fact is that current workers can have their jobs converted or reposted as NTFT jobs and then face the difficulties associated with a reposting. The NTFT memo explains the process when a FTR has their job taken away,

“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.”

This process will add further job stress to many other current employees in addition to the FTR whose job is converted/reposted. All employees junior to the person whose job is being posted will also have their jobs potentially at risk. This reposting process could

happen quite often as will be explained later with regard to how the proposed contract allows for half the jobs in mail processing and nearly all the jobs in the stations to be NTFT assignments.

If the person whose job was converted/reposted does not bid on the junior employee's bids or the NTFT job, the person would then become unencumbered. Management would be required to post a FTR job for them, but it could be an undesirable job for that particular person. If the person does not bid and get the job, they can then be assigned the undesirable job since they are unencumbered. At some point, it could be likely that a current FTR will bid an NTFT job for the hours and/or duties. As Eleanor Roosevelt once said, "damned if you do and damned if you don't."

And then if an employee bids into an NTFT job, they are still not safe. In new changes to Article 37,

"(6) When the total hours in the workweek of a nontraditional full-time assignment are changed the assignment shall be reposted."

Management can therefore change any NTFT job just to add or subtract hours and the job will be reposted.

If management does not want to be too mean right away, they can wait for the job to become vacant and make the conversion then. The NTFT memo states,

"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."

Union stewards are very familiar with the weakness of "input" rules. Who controls the output is what is important and unfortunately it will not be the union.

A big problem with the new NTFT rules is that management can take away a job from even the most senior current employee so easily. This will give management much greater power over people at work. Management will be able to use their weapons of favoritism and discrimination in regards to whose job they mess with.

Another problem is that management will be able to reassign employees to a job that the employee would not normally bid on and/or employees will bid on NTFT jobs because the available FTR job was undesirable.

And with the new rules, there is not overtime or guaranteed time (8 hours a day). If the new contract is ratified, a current full-time employee can be assigned only 6 hours and not get guaranteed time. A current full-time employee can be scheduled to work two ten hour days in a row and receive no overtime.

And yet there is more bad news about the NTFT assignments.

Up to 50% NTFT Assignments in Mail Processing (Function 1)

The amount of NTFT jobs that are allowed in mail processing is massive. The memo states,

“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.”

Function 1 is Mail Processing. Given the language above, half the clerk craft duty assignments in mail processing could be jobs with as little as 30 hours per week. Half the clerk craft duty assignments in mail processing could be jobs that worked 12 hours some days and 4 hours on other days or some other flexible hours. Half the clerk craft duty assignments in mail processing could be jobs that work 6 days a week.

Unlimited NTFT Assignments in Stations (Function 4)

The memo also states,

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

Since management will be able to determine what is “operationally necessary,” management will be able to make as many NTFT jobs as they want in retail/station work.

If this proposed contract is approved by the membership, half the assignments in mail processing and perhaps all the assignments in the stations can be part-time jobs.

The Return of the Full-Time Flexible – With Even More Flexibility

There is new language granting greater flexibility for the Full-Time Flexible. The memo states,

“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 start times 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.”

As seen above, management will be able to change the Full-Time Flexible’s start times, days off and duties from week to week with no advance notice. And 10% of the full-time assignments and therefore 10% of the career employees in retail/station sections will be in these highly flexible jobs.

Favorable Language Not So Favorable

The language in the NTFT rules does contain some seemingly favorable aspects as evidenced by the following:

“Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid.

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.”

If you recall the basic assumption agreed to in the NTFT memo is that the changes are for management’s sake, then arguments with management or an arbitrator will tend to be won by management, who after all, need the, “additional flexibility to match employee work schedules with operational needs.” The union gets to provide input, suggestions, comments, proposals, etc., but management makes the decision.

Perhaps the most favorable language is that, “Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid.” Yet, stewards have seen similar language before and again management will be in a better position to do what is desirable for management and not the employee.

Interestingly, disputes will not be handled through the grievance procedure, but instead through National. National Officers explained the reason was to ensure the NTFT issues get quicker action than they would otherwise receive in the grievance procedure.

Other Changes/Caveat

There are many other significant changes in the proposed contract regarding NTFT assignments. It would be difficult to properly address them all. I am trying to report on the proposed agreement the best I can and wish to collaborate with others to understand

the contract better so the membership can have an informed vote. Therefore, please correct me if information in this article is inaccurate or unclear in any way. Everyone should fully understand the changes this new contract represents before voting.

The Flexibility is for Management's Sake, Not Yours

Do not be fooled into thinking that the flexible hours means that management will be flexible to accommodate your schedule. It is not about you. The flexibility is for management's sake. Management determines the hours and you flex yourself to fit into their schedule. The memo states,

“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.”

Although employees may be hopeful for four 10 hour days, management has had the ability for a long time and chose not to create them. If the contract is ratified, it seems more likely that management is going to use their new ability to use schedules to reward and punish much like is done now, but to a much higher degree.

The NTFT assignments together with the 20% casuals (PSEs) and the casuals doing the new work that doesn't count as part of the 20% cap will be an invasion of horrible job assignments in the Post Office. To accept this contract is to accept a Trojan Horse nightmare. Once these rules are accepted, current workers will find themselves surrounded by workers working for less pay and with erratic work schedules. It will then be likely that many current workers will be converted to NTFTs and management will be looking to cut their pay in the next contract.

This contract is being sold as a clever contract that is, “out of the box.” Out of the box is not necessarily good as the lesson of Pandora's Box tell us.

All the misleading language is significant. At the contract presentation by the union negotiators in Portland, Oregon, it was shocking that highly respected union officials would be presenting these concessionary changes as a good thing for the membership. I have a tremendous amount of respect for our regional and national leadership, so the contract talk was like a bad surreal dream. When Mike Morris, a favorite union representative, stated that the name he came up for the NTFT jobs was, “Nifty,” it all seemed too much. I started to seriously consider the National Officers were testing the membership to see the level of bullshit we could accept. It seemed like a chapter out of “The Emperor has No Clothes.” When I came home and told my wife about the changes and the “Nifty” remark, I said the jobs could better be described as shi**y. My wife, the clever one, said a better word would be shifty.

I do not see any logical reason to voluntarily give concessions on job assignments or any other union benefit at this time. The lower wages for new hires and the fact that they will not reach the top scale are other concessions that should not be agreed to. The Board of Governors and management agree that arbitration would be better for the union. The

limits on management's ability to schedule employees without regard to an employee's health, family, and quality of life were very difficult to win and important for workers and their families. We owe these hard won rights to courageous APWU members of the past and have no right to give away these important rights so easily.

If the current membership does not want to end up with a nifty shifty contract, they should vote no on this proposed contract and start supporting their union to build the power required to defend our common interests as workers and protect the young and future members of the APWU. Our union can do better than this proposed contract, but we have to be willing to continue the struggle to improve our working conditions and wages and be active and supportive union members. Vote this contract down and build our union up. We have the power. We just have to use it. En La Union Esta La Fuerza.