

NTFT clerks exceeded into letter carrier craft

In the 2011-2015 American Postal Workers Union National Agreement, the APWU and the USPS agreed to create clerk jobs called non-traditional full-time (NTFT) positions. Many of these clerks work regular schedules of fewer than 40 hours per week. The following issue has recently come up: Does management have the contractual right to excess NTFT clerks who work fewer than 40 hours per week into full-time letter carrier positions?

NALC's position is a resounding no!

Articles 7 and 8 of our National Agreement define full-time and part-time positions.

Article 7, Section 1.A.1 defines full-time employees as follows:

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.

Article 7, Section 1.A.2 defines part-time employees as follows:

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 (40) 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.

The April 2009 *Joint Contract Administration Manual (JCAM)* further defines full-time schedules on page 8-1 as follows:

Full-Time Employee Schedules. Read together, Article 8, Sections 1 and 2.C provide that the work week for all full-time carriers (i.e., full-time regulars and full-time flexible—including unassigned regulars, reserve regulars and Carrier Technicians), consists of five days, forty hours per week, and eight hours per day within ten consecutive hours.

This creates a conflict between contracts: The APWU agreement defines these employees as full-time and the NALC agreement defines them as part-time regulars. So

which agreement must the USPS comply with? The answer is both.

National Arbitrator Snow ruled on a similar issue in a 1998 national arbitration award (C-18159, 194N-4I-D 96027608). The issue in that case dealt with the question of whether management had to make cross-craft assignments under Article 29 of the NALC agreement when a letter carrier loses driving privileges, while the APWU agreement prohibited such assignments. National Arbitrator Snow ruled that the Postal Service is obligated to comply with both agreements made with unions.

The APWU agreement may define these employees as full-time, but we believe the provisions of Articles 7 and 8 of the NALC contract quoted above clearly define them as part-time regulars. They must be considered to be in the category of part-time regular when it comes to excessing these clerks into our craft. Therefore, in order to be excessed into full-time positions in the letter carrier craft, these employees must meet the definition of full-time in the NALC National Agreement.

The following provisions of the NALC National Agreement cover the excessing of part-time employees:

Article 12, Section 5.D states:

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.

This language makes clear that a part-time employee may be excessed only into another part-time position in the letter carrier craft. It is a violation to excess part-time employees outside their own category. NALC believes that a clerk who works fewer than 40 hours could be excessed only into another part time regular position, not into a full-time letter carrier position.

Branches should proceed with grievances on this issue as they would on any excessing case. Shop stewards and other NALC representatives should cite the contractual provisions above and document the hours worked by the clerk being excessed into our craft. ☒