

## MEMORANDUM

**DATE:** August 5, 2011

**TO:** Clerk Craft NBAs, Local Presidents & State Presidents

**FROM:** Rob Strunk, Clerk Division Director, Pat Williams, Lamont Brooks & Lyle Krueth, Assistant Clerk Division Directors

**RE: Local Negotiations**

A number of local officers as well as several National Business Agents have inquired as to the advisability of opening negotiations on their Local Memorandum of Understanding during this negotiations period.

It would be presumptuous, indeed, for anyone at this level to dictate, or even advise, on what is certainly a local decision, subject to the autonomy of the individual locals. A decision to request, or not to request, the opening of local negotiations has to be made at the local level, based upon those parties' collective knowledge of the existing LMOU, the needs and wishes of the membership, the parties involved, the local labor/management climate and all other factors known ONLY to those parties.

What we can, and should, suggest from our level are factors unique to the 2010-15 CBA which should at least be considered in making that decision. (*In doing so, we speak on behalf of the Clerk Division only.*) This year, the most critical factor is the introduction of a new category of bargaining unit employee – the Postal Support Employee (PSE). A secondary factor locals may wish to consider is the USPS implementation of a new category of duty assignment in the Clerk and Motor Vehicle Crafts – the Non-Traditional Full-Time (NTFT) duty assignment.

1. **Postal Support Employee (PSE).** The introduction of PSEs could impact your LMOU in at least two (2) areas - Holiday Scheduling and Leave.
  - a. **Holiday Scheduling.** Most LMOU's have casuals somewhere in the holiday pecking order. The casual category of employee no longer exists. While one might argue that, logically, PSE's should simply replace the casual, one could counter just as logically, that failure to include PSE's in our pecking order leaves it to management's discretion when (and whether) they are scheduled - subject, of course, to the restrictions in Article 11.5.B & D. This is particularly important in the Post Offices, level 20 and below, which we represent and where it is critical that we make a determination as to pecking order position of PTF's versus PSE's, since Article 11 fails to do so.

It would seem appropriate to give some careful consideration to exactly where in the pecking order PSE's should fall instead of automatically "assuming" they should simply "replace" casuals in the pecking order. After all, casuals were never bargaining unit employees and our sole responsibility, prior to this CBA was to represent the interests of the career employees. Beginning with the 2010-15 CBA we now have the dual responsibility of representing the interests of BOTH the career employees and the non-career PSE's. We must accomplish this by balancing the interests of seniority, career vs non-career status, the desire

of each of our members to earn an honest living, and at the same time enjoy their holidays when they can.

- b. **Leave.** Unlike casuals, PSE's will earn leave and will have that leave available for use. Whether the PSE's will be part of the regular leave sections (and thus have their numbers included in the count for determining leave percentages) will be a critical issue. If they are included, then some provision will have to be made for how PSE's will be granted leave. While the career employees will be given preference over PSE when scheduling annual leave (Article 10.2.B) – the LMOU will still need to determine how this is accomplished. Will PSE's be permitted to bid on choice vacation at the end of each bidding round, for instance, or will they be required to wait until all career employees have finished all of their vacation choices. When it comes to incidental leave, at what point will the PSE's request for leave be considered while still accommodating the career employee's preference? If PSE's are put into a separate leave grouping, can this be accomplished without negating the career employee preference in Article 10.2.B?

What is clear, is that this is our first real opportunity to truly "represent" the interests of these new bargaining unit employees (and our newest members). Exactly how to accomplish this, while still balancing the PSE's interests against those of our career membership, will be a decision requiring careful deliberation. The answer clearly will not be the same in every local.

- 2. **Non-Traditional Full-Time (NTFT).** The introduction (or even the possibility) of these new duty assignments will give locals an incentive to review more than one area of their Local Memorandum of Understanding.
  - a. **Leave.** Many LMOU's provide for leave in whole weeks, blocks of 40 hours, etc. With full-time employees now possible with as little as 30 hours or as many as 48 hours in a service week, LMOU language regarding the application for, bidding on, and use of leave should be reviewed. Locals will also want to consider how the possibility of work weeks, with other than 5 day weeks, might impact their leave calendars.
  - b. **Overtime.** How will the implementation of NTFT duty assignments impact your existing overtime desired list procedures? Will the prohibition on overtime for the non-OTDL employees impact how you set up your overtime desired lists? Will the mix of NTFT and traditional work schedules impact overtime availability in such a way as must be addressed?
  - c. **Posting and Bidding.** The NTFT MOU requires that if a traditional duty assignment is reposted as a NTFT duty assignment, all duty assignments "in that section" occupied by junior employee must be posted for in-section bidding. Sections for this purpose have not been defined. You are free to utilize your existing sections (which is clearly what would happen in nothing new is negotiated). You are also free to negotiate sections specifically for this purpose.

As stated previously, only the local parties can determine the desirability and/or necessity of opening negotiations. We would not presume to advise or counsel on that decision. The above suggestions are only offered by the Clerk Division in the hope that you will consider these questions in making your decision to open (or not to open) local negotiations.