

RCAM

Rural Contract Administration Manual



*United States Postal Service
and
National Rural Letter Carriers' Association*

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INTRODUCTION

This Rural Contract Administration Manual (RCAM), jointly prepared by the National Rural Letter Carriers' Association and the United States Postal Service, represents a good faith effort to educate local parties regarding contractual issues so disputes can be resolved at the lowest possible level.

While the parties at the national level recognize the existence of disputes as to the proper application of some of the portions of the USPS-NRLCA National Agreement, there are areas of significant agreement. This RCAM represents the parties' effort to guide and inform labor and management in the field encouraging consistency and compliance with the narrative explanations of the parties' joint understanding. The parties are bound by this manual and grievances should not be initiated which assert a position contrary to the RCAM.

Some sections in the manual do not have a narrative explanation.

The actual language contained in the USPS-NRLCA National Agreement is shaded.

PREFACE

The RCAM is self-explanatory. It does not modify in any way the rights, responsibilities, or benefits of the parties under the Collective Bargaining Agreement.

At each step in the grievance process, the parties should jointly review the RCAM in order to facilitate resolution of disputes. The RCAM may be introduced in arbitration as dispositive of those issues covered by the manual. If introduced as evidence in arbitration, the document shall speak for itself. Without exception, no testimony shall be permitted in support of the content, background, history or any other aspect of the RCAM's narrative.

The parties at the national level will update the RCAM periodically. The parties at the local level should exercise caution to insure they are working from the most current issue and apply any revisions or modifications prospectively.

PREAMBLE

This Agreement (referred to as the USPS-NRLCA 2021 National Agreement) is entered into as of March 23, 2022, by and between the United States Postal Service (hereinafter referred to as the "Employer") and the National Rural Letter Carriers' Association (hereinafter referred to as the "Union") and supersedes the provisions of the 2018 USPS-NRLCA National Agreement.

ARTICLE 1 UNION RECOGNITION

Section 1. Union

A. Recognition

The Employer recognizes the Union as the exclusive bargaining representative of all employees in the bargaining unit for which the Union has been recognized and certified at the national level.

B. Terms

The applicable provisions of Article 30 and the applicable provisions of other Articles in which they are specifically named contain the exclusive terms and conditions of employment for part-time flexible rural carriers, substitutes, rural carrier associates, rural carrier relief employees, and auxiliary rural carriers.

Section 2. Exclusion

The employee group set forth in Section 1 above does not include, and this Agreement does not apply to:

- a. Managerial and supervisory personnel;
- b. Professional employees;
- c. Employees engaged in personnel work in other than a purely non-confidential clerical capacity;
- d. Security guards as defined in Public Law 91-375, 1201 (2);
- e. All Postal Inspection Service employees; and
- f. All other bargaining unit craft employees.

Rural carriers serving in a temporary supervisory position (204b) are still considered to be craft employees and are covered by the National Agreement.

Section 3. Facility Exclusions

This Agreement does not apply to employees who work in other Employer facilities which are not engaged in customer services and mail processing, previously understood and expressed by the parties to mean mail processing and delivery, including but not limited to Headquarters, Area Offices, Information Service Centers, William F. Bolger Center for Leadership Development, Technical Training Center, Field Centers, Material Distribution Centers, Mail Equipment Shops, and Mail Transport Equipment Centers/Repair Centers.

Section 4. Definition

Subject to the foregoing exclusions and provisions, this Agreement shall be applicable to all employees covered by Section 1 above at all present and subsequently acquired installations, facilities, and operations of the Employer, wherever located.

Section 5. New Positions

Each newly created position shall be assigned by the Employer to the national craft unit most appropriate for such position within thirty (30) days after its creation. The Union shall be notified promptly regarding assignments made under this provision.

Section 6. Performance of Bargaining-Unit Work

A. More than 100 Bargaining-Unit Employees

Supervisors are prohibited from performing bargaining-unit work at post offices with 100 or more bargaining-unit employees, except:

1. In an emergency;
2. For the purpose of training or instruction of employees;
3. To assure the proper operation of equipment;
4. To protect the safety of employees; or
5. To protect the property of the U.S. Postal Service.

B. Less than 100 Bargaining-Unit Employees

In offices with less than 100 bargaining-unit employees, supervisors are prohibited from performing bargaining-unit work, except as enumerated in Section 6.A.1. through 5. above or when the duties are included in the supervisor's position description.

ARTICLE 2 NON-DISCRIMINATION AND CIVIL RIGHTS

Section 1. Statement of Principle

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, or marital status. In addition, consistent with the other provisions of this Agreement, there shall be no unlawful discrimination against disabled employees, as prohibited by the Rehabilitation Act.

The USPS guidelines concerning reasonable accommodation are contained in Handbook EL-307, Guidelines on Reasonable Accommodation, An Interactive Process.

Section 2. Discrimination Grievances

Grievances arising under this Article may be filed at Step 2 of the grievance procedure unless filed directly at the national level, in which case, the provisions of this Agreement for initiating grievances at that level shall apply.

ARTICLE 3 MANAGEMENT RIGHTS

The Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

- a. To direct employees of the Employer in the performance of official duties;
- b. To hire, promote, transfer, assign, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;
- c. To maintain the efficiency of the operations entrusted to it;
- d. To determine the methods, means, and personnel by which such operations are to be conducted;
- e. To prescribe a uniform dress to be worn by letter carriers and other designated employees; and

- 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 Postal Service's "exclusive rights" under this article are basically the same as its statutory rights under the Postal Reorganization Act 39 U.S.C. § 1001(e). While management has the basic power to "manage" the Postal Service, it must do so in accordance with applicable laws, regulations, contract provisions, arbitration awards, letters of mutual understanding and memoranda of understanding.

Consequently, management rights enumerated in Article 3 are limited by other negotiated contract provisions. For example, the Postal Service's Article 3 rights to "suspend, demote, discharge, or take other disciplinary action against" employees are subject to the provisions of Articles 15 and 16.

Article 3.F gives management the right to take whatever actions may be necessary to carry out its mission in emergency situations. Again, an emergency is defined 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."

ARTICLE 4

TECHNOLOGICAL AND MECHANIZATION CHANGES

Section 1. Statement of Principle

Both parties recognize the need for improvement of mail service.

Section 2. Advance Notice

The Union will be informed as far in advance of implementation as practicable of technological or mechanization changes which affect jobs including new or changed jobs in the area of wages, hours, or working conditions. When major new mechanization or equipment is to be purchased and installed, the Union at the national level will be informed as far in advance as practicable, but no less than 90 days in advance.

Section 3. Resolution of Differences

Upon receiving notice of the changes, an attempt shall be made at the national level to resolve any questions as to the impact of the proposed change upon affected employees, and if such questions are not resolved within a reasonable time after such change or changes are operational, the unresolved questions may be submitted by the Union to arbitration under the grievance-arbitration procedure. Any arbitration arising under this Article will be given priority in scheduling.

Section 4. New Jobs

Any new job or jobs created in the rural carrier craft by technological or mechanization changes shall be offered to present regular rural carrier employees capable of being trained to perform the new or changed job, and the Employer will provide such training. During training, the employee will be paid based on hours actually worked at the equivalent of a 40-hour evaluated route, attained step. It is understood that the training herein referred to is on the job and not to exceed sixty (60) days. Certain specialized technical jobs may require additional and off-site training. The obligation herein above set forth shall not be construed to, in any way, abridge the right of the Employer to make such changes.

ARTICLE 5 PROHIBITION OF UNILATERAL ACTION

The Employer will not take any actions affecting wages, hours and other terms and conditions of employment as defined in Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

Management actions are not considered to be unilateral when they are covered by the National Agreement or when they are an exercise of rights that the parties have reserved to management as provided in Article 3.

ARTICLE 6 NO LAYOFFS OR REDUCTION IN FORCE

It is agreed by the Employer that no employees employed in the career work force will be laid off on an involuntary basis during this Agreement.

ARTICLE 7 EMPLOYEE CLASSIFICATIONS

Section 1. Career Employees

A. Regular Carriers (Designation Code 71)

For administrative and reporting purposes, regular rural carriers who serve on an established rural route on the basis of tri-weekly, five (5), five-and-a-half (5 ½), or six (6) days in a service week, are considered to be full-time employees.

B. Part-time Flexible Rural Carriers (Designation Code 76)

Part-time flexible rural carriers are those substitutes or rural carrier associates appointed following an assignment posting. These employees provide service on regular and auxiliary routes as directed by management.

Section 2. Substitute Rural Carriers, Rural Carrier Associates, Rural Carrier Reliefs and Assistant Rural Carriers

The following employees provide service on established regular and auxiliary rural routes in the absence of regular or auxiliary rural carriers. This service may be as leave replacement and/or covering vacant regular routes pending the selection of regular rural carriers, as an auxiliary assistant, or as an auxiliary route carrier:

A. Substitute Rural Carriers (Designation Code 73)

Substitute rural carriers are those employees hired prior to July 21, 1981, with an appointment without time limitation.

B. Rural Carrier Associates (RCAs) (Designation Code 78)

Rural carrier associates are those employees selected from a hiring list or reassigned from rural carrier relief or auxiliary carrier positions, on or after April 11, 1987, without time limitation.

C. Rural Carrier Associates (RCAs) (Designation Code 74)

Rural carrier associates appointed via Form 50 to serve full time on a vacant route or in the absence of the regular carrier for more than 90 calendar days.

D. Rural Carrier Associates (RCAs) (Designation Code 79)

Rural carrier associates appointed via Form 50 after being assigned to an auxiliary route for more than 90 calendar days.

E. Rural Carrier Reliefs (RCRs) (Designation Code 75)

Rural carrier reliefs are those employees hired between July 21, 1981, and November 12, 1986, without time limitation.

F. Assistant Rural Carriers (ARCs) (Designation Code 70-5)

Assistant rural carriers are those employees selected from a hiring list, without time limitation.

When the primary RCA works full time on a regular route for 90 calendar days without a break in service, local management must submit the appropriate paperwork to change the RCA designation to code 74. Normally, a break in service will occur only when the regular carrier returns or the vacant route is filled by the appointment of a new regular carrier.

A break in service does not mean absence on the route due to a nonscheduled workday or approved leave, including LWOP, or when management requires the carrier to work on another assignment.

Appointment to rural carrier associate (Designation 74) is limited to the primary leave replacement assigned to the route.

When an RCA works full time on an auxiliary route for more than 90 calendar days without a break in service local management must submit the appropriate paperwork to change the RCA designation code to 79.

See MOU 13 for further information on ARC employees.

ARTICLE 8 HOURS OF WORK

Section 1. Work Week

The basic work week for regular rural carrier employees shall be six (6) days, except as relief days are provided for certain carriers and for carriers serving triweekly routes. Regular rural carriers may not work on Sunday.

Section 2. Work Schedules

Daily schedules shall be established to coincide with the daily evaluation of the route and adjusted periodically as required. The carrier's work day may vary above or below the daily evaluation of the route as mail volume fluctuates and road and weather conditions change.

Section 3. Hourly Basis

When a rural carrier is being compensated on an hourly basis, the hourly rate is computed as follows:

A. Straight Time Rate

1. Regular rural carriers – The annual salary for a 40-hour evaluated route (Table One) divided by 2,080, for substitute rural carriers and those carriers appointed as rural carrier associates prior to November 21, 2010.

2. Regular rural carriers – The annual salary for a 40-hour evaluated route (Table Two) divided by 2,080, for those carriers appointed as rural carrier associates on or after November 21, 2010.
3. Part-time flexible rural carriers appointed as rural carrier associates prior to November 21, 2010, substitute rural carriers – The annual salary for a 40-hour evaluated route (Table One) divided by 1992.
4. Part-time flexible rural carriers appointed as rural carrier associates on or after November 21, 2010 – The annual salary for a 40-hour evaluated route (Table Two) divided by 1992.
5. Rural carrier associates and rural carrier relief employees on the rolls prior to August 24, 1991 — See RCA/ RCR Schedules (Table Three) on page 166.
6. Rural carrier associates hired from August 24, 1991 through August 10, 2012 — See RCA/RCR Schedules (Table Three) on page 166.
7. Rural carrier associates hired on or after August 11, 2012 – See RCA/ARC Wage Rate (Table Four) on page 166.

B. Overtime Rate

When a rural carrier craft employee is being compensated on an hourly basis, overtime pay is to be paid at the rate of 150% of the basic hourly straight time rate for regular carriers except in those instances when FLSA overtime is applicable.

Handbook F-21, Time and Attendance, Section 560 Compensation provides further explanation of the overtime pay rates.

Section 4. Guarantees

Any employee scheduled to work and who does report for work shall be guaranteed two (2) hours work or pay.

There is no additional guarantee of two hours work or pay, unless the employee is notified prior to clocking out to return after two or more hours to perform additional duties. (REF: Step 4, F95R-4F-C 97037351, NRLCA, R-4.10)

Section 5. Relief Day Worked

- A. The relief day work list at each delivery unit shall be established twice during each guarantee period. The relief day work list will be posted for a two-week period. Each time the new relief day work list is established it shall supersede the previous list. All regular carriers, regardless of route classification, desiring to work their relief days shall place their names on the relief day work list.

The first opportunity to sign the relief day work list will be three weeks prior to the beginning of the new guarantee period and will be effective at the beginning of the new guarantee period. The second opportunity to sign the relief day work list will be three weeks prior to the beginning of the first full pay period in May and will be effective the first full pay period in May.

When a regular rural carrier is needed to work a relief day, due to the unavailability of a leave replacement, the Employer will:

1. Select carriers on the list, in order of seniority on a rotating basis, to work on the relief day.
2. If the need still exists, the Employer will accept volunteers from regular carriers not on the list before requiring regular carriers not on the list to work the relief day. Such requirement will be by juniority.

3. A regular rural carrier will not be required to work if the carrier has at least one day of annual leave (including an approved X day) or sick leave adjacent to the relief day.
- B. On the day the regular carrier works the relief day, the assigned leave replacement may be required to work any route in the delivery unit consistent with the provisions of this Agreement. Administrative errors in the assignment of work to regular carriers on relief days will not result in monetary remedies.
- C. The Employer is not required to work any regular carrier on a relief day if the assigned primary leave replacement is in the first two pay periods of assignment in the office or it would cause the carrier to exceed the hours of the annual guarantee or fifty-six (56) actual hours within one (1) week.

This section provides for the establishment of a Relief Day Work List (RDWL) for regular rural carriers who desire to work their relief day, should there be a need due to the unavailability of a leave replacement. The RDWL will be established in each delivery unit and will be specific to that delivery unit. Delivery unit is defined for this purpose as a physical location containing one or more five-digit ZIP Codes under the control of one postmaster or station/branch manager. In the case of an RMPO, the relief day work list will remain separate for each RMPO and APO. See RMPO Guidelines, Appendix B

At the beginning of each period detailed above, management in each delivery unit with rural delivery will establish a list for regular rural carriers to sign indicating their desire to work any relief day needed. Each list will take effect as provided for above and remain in force until superseded by a subsequent list.

A carrier who is injured on duty may sign the RDWL during the designated posting period regardless of whether he or she is working a limited duty assignment but would be bypassed in the normal rotation while unable to perform the full duties of the assigned route.

Only a regular rural carrier is eligible to sign the RDWL during the designated period.

Once a regular carrier signs the RDWL, they will have one opportunity to come off the list and may not sign the list again until the new list is posted. If a regular carrier desires to remove his or her name from the list they should inform management of their desire, preferably in writing. However, if the regular carrier has been scheduled to work the relief day, the carrier must work the scheduled relief day before removing his or her name from the RDWL.

A carrier's name on the RDWL means that he or she is ready and willing to work any relief day needed and may not decline unless they are unavailable due to an authorized absence.

Regular rural carriers may be required to work on his or her scheduled relief day as an auxiliary assistant during the Christmas period. There is no requirement for management to utilize the relief day work list when requiring a regular carrier to work the relief day as an auxiliary assistant during the Christmas period.

If management is unable to provide coverage for a route utilizing qualified leave replacements within the delivery unit, any other leave replacement in the office may be assigned. If no other leave replacements in the office are available, management may schedule a leave replacement from other office prior to utilizing a regular rural carrier on the relief day work list to work on his or her relief day.

Carriers assigned to "H" routes would be bypassed in the normal rotation when it is necessary to utilize the RDWL to work regular carriers on their relief day. Once the route becomes a "J" or "K" classification, the carrier will then be selected to work his/her relief day in the normal rotation.

The RDWL should indicate the regular carriers' names in order of seniority in groups with the same relief day. Therefore, a rotation will occur among each of the individual relief days. Carriers with Friday/Saturday rotating relief days will be included under both Friday and Saturday relief days. The following is an example of how the RDWL may be set up and how the rotation would take place:

Relief Day Work List						
Anytown, USA						
Guarantee Period Beginning - 10/08/2022						
Relief Day	Saturday	Monday	Tuesday	Wednesday	Thursday	Friday
In order of	Jones	Aaron	Williams	Collins		Davis
Seniority	Edwards	Gill	Coleman			Rose
	Young	Scott				James
	Taylor					
	Reed					
	Johnson					
	Rose					

The rotation begins with the first occasion after each list takes effect. When the need exists to work a regular rural carrier on a relief day, the first carrier (senior carrier) on the list having the relief day needed, is assigned. If it is Saturday, Jones is assigned. The next occasion a carrier is needed to work a relief day on Saturday, Edwards is assigned and so on. If Edwards is unavailable (i.e., annual leave or sick leave), Young is assigned and Edwards will not be assigned to work the relief day until the rotation reaches him again. Rose has Friday/Saturday rotating relief days. Therefore, she is recorded under both Friday and Saturday. When the rotation reaches Rose on either day, and it is not the week for Rose's relief day, she is bypassed and the rotation continues.

Question: *If a carrier is on the relief day work list and is selected to work a relief day, does carrier have the option of removing his or her name from the list and thereby, avoid working the relief day?*

Answer: *The carrier may remove his or her name from the relief day work list at any time. The carrier will no longer be selected to work a relief day once the name is removed from the list. However, if the carrier has been selected to work a relief day prior to removing his or her name, the carrier must work that scheduled relief day.*

Leave replacements from another office may be scheduled prior to regular rural carriers not on the relief day work list. (Article 30.2.D.5)

If more regular rural carriers are needed to work the relief day than the list provides, or there is no carrier recorded for the relief day needed (Thursday, as indicated in the example above), the supervisor will accept regular rural carrier volunteers not on the list, with the relief day needed, before mandating regular rural carriers in the delivery unit by juniority to work. The requirement to accept volunteers does not mean the supervisor must contact each carrier in the delivery unit, not on the list, to seek volunteers.

In addition, when carriers on the relief day work list and volunteers are not available, management may schedule carriers not on the relief day work list at home, to report to work.

Question: *If management requires the junior regular carrier not on the list to work a relief day, does management bypass him or her on the next occasion and require the next senior carrier to work the relief day?*

Answer: *No. The junior carrier not on the list with the needed relief day will be required to work the relief day on each occasion. Management may only bypass the junior carrier if the carrier is unable to fully perform the duties of the route, or if working the relief day will cause the carrier to exceed 2080 hours in the guarantee period or 56 hours in 1 workweek.*

The leave replacement may be required to work any route in the delivery unit, even if they have not worked the route previously. If the leave replacement is not qualified on the route needing coverage, management may change the daily assignment of one or more leave replacements to routes on which they are qualified. However, a leave replacement may not be moved off the scheduled route if they are working the primary assignment or six-day auxiliary assignment.

Question: *How is "administrative error" defined in Article 8.5.B?*

Answer: *An administrative error is defined as an "honest mistake or error", a misunderstanding.*

Question: *Are there means for correcting a situation where management made an administrative error in the selection of a regular rural carrier to work a relief day?*

Answer: *Yes, it would be appropriate to provide the regular rural carrier on the list that was bypassed a "makeup" opportunity to work a relief day the next occasion a regular carrier is needed on his or her relief day.*

Section 6. Wash-up Time

Additional wash-up time for those rural carriers who perform dirty work or work with toxic materials on a daily or weekly basis may be recorded as miscellaneous time during the mini mail survey, provided the carrier is subject to allergic reaction from such dirty work or toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

Section 7. Changes in Number of Delivery Days

If, pursuant to present or future law, changes are made in the number of delivery days, the effects of the change on employees will be negotiated by the parties and all provisions of this Agreement inconsistent with the change will be amended to conform with the change.

The Employer shall notify the Union at least ninety (90) days prior to implementation of the contemplated changes in the number of delivery days. If, within ninety (90) days after such notice the parties are unable to agree on the treatment to be given to employees whose wages, hours, and working conditions will be changed, the Union shall be entitled to refer the matter to arbitration within ten (10) days. The arbitrator shall determine whether the Employer's proposed treatment of such employees is fair, reasonable, and equitable.

The above is not applicable to changes such as those resulting from route evaluations, etc., which are made under the present practice in the Postal Service.

ARTICLE 9 COMPENSATION, SALARIES, AND WAGES

Section 1. Salaries and Wages

A. Basic Annual Salary

The basic annual salary schedule (Tables One and Two) in effect on May 20, 2021, with proportional application to hourly rate employees, for those employees covered under the terms and conditions of this Agreement, shall be increased as follows:

1. Effective November 20, 2021

The basic annual salary for each step shall be increased by an amount equal to 1.3% of the appropriate **February 27, 2021**, salary schedule.

2. Effective November 19, 2022

The basic annual salary for each step shall be increased by an amount equal to 1.3% of the appropriate **February 27, 2021**, salary schedule.

3. Effective November **18, 2023**

The basic annual salary for each step shall be increased by an amount equal to 1.3% of the appropriate **February 27, 2021** salary schedule.

(See Tables Three and Four on page 166.)

B. New Regular Carrier Appointees

All new regular carriers will be appointed at Step 1 of Table Two with the following exceptions:

1. Substitute rural carriers will be appointed to regular carrier status at Step 8 or their existing step, whichever is lower, provided, however, that substitutes serving in excess of ninety (90) days on a vacant route at the time of appointment will maintain their existing step.
2. Rural carrier associates and rural carrier relief employees on the rolls before August 7, 1991, and continuously thereafter will be appointed at Step C (Table One).
3. Rural carrier associates who were hired between August 7, 1991, and November 20, 2010, and served continuously thereafter, will be appointed at Step A (Table One).
4. Career employees of the Postal Service on the rolls before August 7, 1991, and continuously thereafter will be appointed at Step C (Table One).
5. Part-time flexible rural carriers will be appointed to regular carrier status at their attained step.

C. Part-time Flexible Rural Carrier Appointees

Substitute rural carriers who are appointed to part-time flexible rural carriers under Article 30.2.A.3. will begin a career appointment at Step 8 or their existing step (Table One), whichever is lower, provided, however, that substitutes serving in excess of ninety (90) days on a vacant route at the time of appointment will maintain their existing step.

Rural carrier associates on the rolls before August 7, 1991, who are appointed to part-time flexible rural carriers under Article 30.2.A.3. will begin a career appointment at Step C (Table One). Rural carrier associates who were hired between August 7, 1991, and November 20, 2010, and served continuously thereafter, who are appointed to part-time flexible rural carriers under Article 30.2.A.3., will begin a career appointment at Step A (Table One). Rural carrier associates hired on or after November 21, 2010, who are appointed to part-time flexible rural carriers under Article 30.2.A.3., will begin a career appointment at Step 1 (Table Two).

D. Granting Step Increases

1. For regular, part-time flexible, substitute, and auxiliary rural carriers in Step A through 11 of Table One, the step progression shall be as follows:
 - From Step A to Step B after 96 weeks.
 - From Step B to Step C after 96 weeks.
 - From Step C to Step 1 after 44 weeks.
 - From Step 1 to Step 2 after 44 weeks.
 - From Step 2 to Step 3 after 44 weeks.
 - From Step 3 to Step 4 after 44 weeks.
 - From Step 4 to Step 5 after 44 weeks.
 - From Step 5 to Step 6 after 44 weeks.
 - From Step 6 to Step 7 after 44 weeks.
 - From Step 7 to Step 8 after 34 weeks.
 - From Step 8 to Step 9 after 34 weeks.
 - From Step 9 to Step 10 after 26 weeks.
 - From Step 10 to Step 11 after 26 weeks.

— From Step 11 to Step 12 after 24 weeks.

2. The step progression for career rural carriers in Steps 1 through 15 of Table Two shall be 52 weeks for each step.

E. Cost-of-Living Adjustment

1. Definitions

- a. "Consumer Price Index" refers to the "National Consumer Price Index for Urban Wage Earners and Clerical Workers", published by the Bureau of Labor Statistics, United States Department of Labor (1967=100), and referred to herein as the "Index."
- b. "Consumer Price Index Base" refers to the Consumer Price Index for the month of **January 2021** and is referred to herein as the "Base Index."

2. Each eligible employee covered by this Agreement shall receive cost-of-living adjustments, upward, in accordance with the formula in E.3., **below**, effective on the following dates:

- The second full pay period after the release of the July **2021** Index
- The second full pay period after the release of the January **2022** Index
- The second full pay period after the release of the July **2022** Index
- The second full pay period after the release of the January **2023** Index
- The second full pay period after the release of the July **2023** Index
- The second full pay period after the release of the January **2024** Index

3. Method of Determination

- a. The basic salary schedules provided for in Table One and Step 15 of Table Two of this Agreement shall be increased 1 cent per hour for each full 0.4 of a point increase in the applicable Index above the Base Index. For example, if the increase in the Index from **January 2021** to July **2021** is 1.2 points, all pay scales for rural carrier employees in Table One and Step 15 of Table Two of this Agreement will be increased by 3 cents per hour multiplied by 2,080 to determine the annual base rate, with proportional application to the evaluated base rates. In no event will a decline in the Index below the Base Index result in a decrease in the pay scale provided for in this Agreement.
- b. Steps 1 through 14 in the basic salary schedules provided for in Table Two of the Agreement shall receive COLAs calculated using the formula in paragraph 3.a. adjusted proportionally to each step's percentage of Step 15.

4. Nonavailability of Monthly Index

In the event the appropriate Index is not published on or before the beginning of the effective payroll period, any adjustment required will be made effective at the beginning of the second payroll period after publication of the appropriate Index.

5. No Further Adjustments

No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any month mentioned in Section 1.E.2. above.

6. If during the life of this Agreement, the BLS ceases to make available the CPI-W (1967=100), the parties agree to use the CPI-W (1982-84=100) at such time as BLS ceases to make available the CPI-W (1967=100). At the time of change to the CPI-W (1982-84=100), the cost-of-living formula in Section 1.E.3. will be recalculated to provide the same cost-of-living adjustment that would have been granted under the formula using the CPI-W (1967=100).

F. Application of Salary Rates

The Employer shall continue the current application of salary rates for the duration of this Agreement.

G. Protected Salary Rates

The Employer shall continue the current salary rate protection program for the duration of this Agreement.

H. Rural Carrier Associates and Assistant Rural Carriers

RCAs hired from August 24, 1991, through August 10, 2012, will be paid the basic hourly rate in Table Three. RCAs hired on or after August 11, 2012, and assistant rural carriers will be paid the basic hourly rate in Table Four. The hourly rate shall be adjusted by the general increases provided for in Article 9.1.A. In addition, RCAs and ARCs in Tables Three and Four will receive the following wage adjustments:

1. Effective November 20, 2021, the hourly rate (Tables Three and Four) shall be increased by 1.0%.
2. Effective November 19, 2022, the hourly rate (Tables Three and Four) shall be increased by 1.0%.
3. Effective November 18, 2023, the hourly rate (Tables Three and Four) shall be increased by 1.0%.
4. All percentage increases are applied to the Tables Three and Four wage rates in place on May 20, 2021.

Section 2. Compensation, Allowance, and Fees

A. Compensation Pursuant to the Fair Labor Standards Act (FLSA)

1. FLSA Section 7(b)(2)

It is desired by the parties that certain rural letter carriers shall be employed on an annual basis at a guaranteed annual wage and that such rural carriers shall not be required to actually work more than 2,240 hours during the guarantee period of fifty-two (52) consecutive weeks as specified below, pursuant to Section 7(b)(2) of the Fair Labor Standards Act, as amended. Therefore, the parties agree as follows:

- a. Regular rural carriers receiving evaluated compensation assigned to routes having the number of evaluated hours of required service per week shall be guaranteed an annual wage equal to the corresponding amount for their attained step, for 2,080 hours of actual work during the guarantee period of fifty-two (52) consecutive weeks as set forth in paragraph h. below.
- b. Consistent with past pay practices, evaluated carriers assigned to routes having evaluated hours in excess of forty (40) per week shall receive compensation for such hours in addition to their guaranteed annual wage. However, the Employer may, at any time, reduce or increase such carrier's total compensation by adjusting the number of evaluated hours of their routes downward or upward, but not to a salary level below the guarantee set forth at the beginning of the guarantee period. Therefore, compensation paid to evaluated rural carriers in excess of the amount of compensation annually guaranteed for 2,080 hours of actual work shall not be considered guaranteed annual wages.
- c. The Employer may, at any time, increase the total compensation paid evaluated carriers assigned to routes having evaluated hours of forty (40) per week or less by adjusting the number of evaluated hours of their routes upward. However, compensation paid to such evaluated carriers in excess of the amount of compensation annually guaranteed for 2,080 hours of actual work shall not be considered guaranteed annual wages.

- d. Regular rural carriers receiving non-evaluated compensation assigned to routes having a number of paid miles shall be guaranteed an annual wage not less than the corresponding amount for their attained step for 2,080 hours of actual work during the fifty-two (52) consecutive week period as set forth in paragraph h. below.
- e. Consistent with past pay practices, non-evaluated carriers assigned to routes having forty-three (43) or more paid miles shall receive compensation for such paid miles in addition to their guaranteed annual wage. However, the Employer may, at any time, reduce or increase such carriers' total compensation by adjusting the number of paid miles of their routes downward or upward, but not to a salary level below the guarantee set forth at the beginning of the guarantee period. Therefore, compensation paid to non-evaluated carriers in excess of the amount of compensation annually guaranteed for 2,080 hours of actual work shall not be considered guaranteed annual wages.
- f. The Employer may, at any time, increase the total compensation paid non-evaluated carriers assigned to routes having forty-two (42) or less paid miles per week by adjusting the number of paid miles of their routes upward. However, compensation paid to such non-evaluated carriers in excess of the amount guaranteed for 2,080 hours of actual work shall not be considered guaranteed annual wages.
- g. The hourly rate for all regular rural carriers compensated pursuant to FLSA Section 7(b)(2) shall be the amount agreed upon.
- h. For all regular rural carriers compensated pursuant to FLSA Section 7(b)(2), the fifty-two (52) consecutive week guarantee periods shall be consecutive beginning and ending with pay periods.
- i. Any regular rural carrier compensated pursuant to FLSA Section 7(b)(2) shall receive overtime compensation as set forth in paragraph k. below, for hours actually worked in excess of twelve (12) hours in any one work day or in excess of fifty-six (56) hours in any work week. All hours paid in accordance with Articles 9.2.C.5.f.(3) shall not be included in hours worked over fifty-six (56) in any work week.
- j. In the event any regular rural carrier compensated pursuant to FLSA Section 7(b)(2) is required to actually work more than 2,080 hours within the fifty-two (52) consecutive week guarantee period, such carrier shall receive overtime compensation as set forth in paragraph k. below, for all hours actually worked in excess of 2,080, up to 2,240, within the guarantee period. All hours paid in accordance with Articles 9.2.C.5.f.(3), 9.2.C.5.k. and l. shall not be included in hours worked in excess of 2,080 up to 2,240 in the guarantee period.
- k. Overtime compensation for regular rural carriers compensated pursuant to FLSA Section 7(b)(2) shall be paid at the rate of 150 percent of the carrier's regular rate. The regular rate for such carriers shall be the total amount of compensation earned for hours actually worked since commencement of the guarantee period, excluding previous overtime pay, divided by the total number of hours the carrier has actually worked since commencement of the guarantee period, excluding previous overtime hours.
- l. For a regular rural carrier compensated under FLSA Section 7(b)(2), Christmas overtime compensation, if appropriate, shall be paid in the regular check following the pay period worked. Any Christmas overtime hours paid at the FLSA overtime rate shall not be included in hours worked in excess of 2,080 up to 2,240, in the guarantee period.
- m. No regular rural carrier compensated pursuant to FLSA Section 7(b)(2) may actually work in excess of 2,240 hours within the fifty-two (52) consecutive week guarantee period. In the event any such carrier actually works more than 2,240 hours within the guarantee period, the Agreement under FLSA Section 7(b)(2) will be considered void, and such carrier shall be compensated for all hours actually worked during the guarantee period in accordance with FLSA Section 7(a).

The parties agree that all rural carrier actual work hours (including hours worked on relief days) are included in the calculation to determine whether the carrier exceeded 2,240 hours and in the recalculation of the compensation in accordance with FLSA Section 7(a).

If the carrier selects the option of 150% of the daily rate for working the relief day, those hours worked on the relief day will not be included in hours worked in excess of 2,080 up to 2,240 in the guarantee period. Every effort must be made to ensure the carrier does not exceed 2240 actual work hours during the guarantee period.

Managers are responsible for assuring that rural carrier workhours are projected and reviewed periodically throughout the guarantee period and for taking action consistent with Article 9.2.C.7.b.(2) to avoid rural carriers exceeding 2,240 actual work hours in the guarantee period. If a rural carrier's actual work hours exceed 2,240 in the guarantee period as a result of management's failure to take action, the rural carrier will not be responsible for an indebtedness resulting from the FLSA Section 7(a) recalculation. (REF: Step 4, E95R-4E-C 01267089, NRLCA T-18)

- n. Hours of absence from duty are not to be counted in determining the number of hours actually worked by a regular rural carrier compensated pursuant to FLSA Section 7(b)(2).
- o. An employee appointed as a regular rural carrier during the guarantee period, as set forth in paragraph h., except on routes of less than thirty-five (35) evaluated hours, shall be compensated on the evaluated schedule under Section 7(b)(2) of the Fair Labor Standards Act, provided the carrier agrees, in writing at the time of appointment, to terminate the guarantee agreement on the last day of the pay period as defined in Article 9.2.A.1.h. Such an agreement by any rural carrier is irrevocable. Such an employee shall be compensated in accordance with FLSA Section 7(b)(2) beginning the first day of the next fifty-two (52) consecutive week guarantee period.

A carrier who does not agree to terminate the guarantee, as described above, shall be compensated at the rate in accordance with Article 8.3, in the attained step and overtime for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week, pursuant to Section 7(a) of the Fair Labor Standards Act, until the beginning of the next guarantee period at which time the carrier shall be compensated under the provisions of Section 7(b)(2) of the Fair Labor Standards Act in accordance with Article 9.2.A.

The carrier would agree by completing and signing PS Form 4015-D, Rural Carrier Agreement to Terminate Guarantee.

- p. When a rural letter carrier compensated pursuant to FLSA Section 7(b)(2) resigns, retires, is properly discharged, or is properly terminated for other suitable reasons during the guarantee period, this section terminates as to that carrier, and there is no further obligation under this section on the part of the Employer, provided the section has been complied with up to that time.
- q. Where a rural carrier compensated pursuant to FLSA Section 7(b)(2) is properly placed in a non-pay status, such carrier shall not be compensated for such time, and the compensation which would otherwise have been paid will be deducted from the Employer's guarantee obligation under FLSA Section 7(b)(2).
- r. A regular rural carrier compensated pursuant to FLSA Section 7(b)(2) who is transferred or reassigned, either voluntarily or involuntarily, to another position within or without the rural letter carrier bargaining unit during the fifty-two (52) consecutive week guarantee period shall not receive less compensation for the balance of the guarantee period than the carrier is guaranteed under this section.

- s. Compensation provided pursuant to lock pouch allowance, temporary deviations, or seasonal route adjustments will not at any time be considered part of a rural carrier's salary guarantee.
- t. When permanent or longstanding route conditions, beyond the control of the rural carrier, cause, or are expected to cause, the rural carrier to exceed the evaluated hours of the route and to exceed the hours of the annual guarantee for the route, the Employer shall provide suitable relief or shall provide appropriate compensation for the actual hours worked in excess of the annual guarantee. Under such conditions, rural carriers shall not be expected to use leave in addition to that normally required to meet the route evaluation or guarantee requirements specified in the agreement.
- u. In the event the provisions of this section conflict with any Postal Service regulation, manual, or handbook, the provisions of this section will be deemed controlling.

2. FLSA Section 7(a)

The following employees shall be compensated in accordance with FLSA Section 7(a):

- a. Evaluated carriers assigned to routes having less than thirty-five (35) hours of required service per week.
- b. Regular rural carriers receiving non-evaluated compensation assigned to routes having less than thirty-one (31) paid miles.
- c. Part-time flexible rural carriers.
- d. Substitute rural carriers.
- e. Rural carrier associates.
- f. Rural carrier relief employees.
- g. Assistant Rural Carriers
- h. Employees appointed as regular rural carriers during the guarantee period not covered by Section 7(b)(2) of the Fair Labor Standards Act.

In the event the provisions of this section conflict with any Postal Service regulation, manual, or handbook, the provisions of this section shall be deemed controlling.

B. Rural Carrier Schedule

- 1. The Rural Carrier Schedule is the basis for non-evaluated rural carrier compensation. Increases negotiated as a result of collective bargaining shall be applied in accordance with past policies and procedures.
- 2. Regular rural carriers assigned to RCS routes in excess of thirty (30) miles shall be compensated on the basis of the Rural Carrier Schedule and in accordance with Article 9.2.A, pursuant to Section 7(b)(2) of the Fair Labor Standards Act.
- 3. Regular rural carriers assigned to RCS routes of thirty (30) miles or less shall be compensated on the basis of the Rural Carrier Schedule. In addition, compensation for hours of required service in excess of forty (40) actual work hours during a week shall be at the overtime rate in accordance with Section 7(a) of the Fair Labor Standards Act.
- 4. Temporary Route Deviations. A temporary change in salary shall be authorized when route deviations continue for more than thirty (30) calendar days. All salary changes will become effective at the beginning of the first pay period following completion of the first thirty (30) days of the detour and at the beginning of the first pay period after the deviation is terminated.

See Handbook F-21, Time and Attendance, Section 572 for more information.

C. Evaluated Compensation

1. Definition

Evaluated compensation is additional compensation above that provided in the Rural Carrier Schedule. The Evaluated Schedule shall show the annual compensation for evaluated hours of required service per week, up to and including forty-eight (48) hours, based on the compensation for a 42-mile route established by the Rural Carrier Schedule as a compensation of an evaluated 40-hour week. Compensation for required evaluated service in excess of forty (40) hours per week shall be valued at 1 1/2 the hourly rate of the 40-hour per week rate to determine annual compensation on routes where the required evaluated service exceeds forty (40) hours, but does not exceed forty-eight (48) hours per week.

2. Evaluated Compensation

Evaluated compensation will be authorized on the basis of evaluated time, as determined by the office and route time standards, after subtracting any relief time and in accordance with the following:

- a. Regular rural carriers assigned to evaluated routes evaluating to thirty-five (35) hours or more shall be compensated on the basis of the Evaluated Schedule and in accordance with Article 9.2.A, pursuant to Section 7(b)(2) of the Fair Labor Standards Act.
- b. Regular rural carriers assigned to evaluated routes evaluating to less than thirty-five (35) hours shall be compensated on the basis of the Evaluated Schedule. In addition, compensation for hours of required service in excess of forty (40) actual work hours during a service week shall be at the overtime rate in accordance with Section 7(a) of the Fair Labor Standards Act.

3. Rural Route Evaluated Compensation System

- a. The official evaluation of a route **will be determined semi-annually by applying the appropriate standards pursuant to the Rural Route Evaluated Compensation System.**
- b. Whenever a carrier represents that certain unusual conditions or special services were not reflected in the latest evaluation, the evaluated time may be adjusted by an appropriate allowance as determined by the Employer. Such additional allowance may be authorized only when the carrier's actual work time exceeds the current evaluated time for the route.

4. Centralized Delivery

Centralized delivery, for the purpose of establishing a rural time allowance, is defined as any mail receiving unit where the carrier has access to more than one individual customer's receptacle by opening only one door, such as Cluster Box Units, Apartment Receptacles, Delivery Centers, Postal Centers, Mailrooms, etc.

5. Relief Days

- a. Assistance in the form of relief days on evaluated routes, except during the Christmas period, will be provided when the evaluated time exceeds forty-six (46) hours per week or as necessary to keep the total actual work hours under 2,080 during the guarantee period. When such relief is provided, the rural carrier's compensation will be on the basis of the remaining hours of required evaluated service per week.
- b. In offices where the Employer determines it is necessary to change the relief day of one or more regular routes **due to a shortage of leave replacements, regular rural carriers working their relief day on more than an infrequent basis, and the office having documentation of hiring efforts consisting of a minimum of four (4) hiring lists within the last six (6) months,** the following formula will be utilized.

The minimum number of routes on which a Saturday relief day must be authorized will be calculated using the total number of leave replacements assigned and working in the office minus the number of auxiliary routes divided by the total number of regular routes authorized a relief day. Then, subtract .10 and the result is then multiplied by the total number of routes authorized a relief day and rounded down to the next whole number. This figure is the minimum number of routes on which management must authorize a Saturday relief day. Subtract this figure from the total number of regular routes authorized a relief day. This final figure is the maximum number of K routes that management may require a non-Saturday relief day.

Relief days are provided to regular carriers on J and K routes. The relief day is always Saturday unless the postmaster and rural carrier mutually agree to change the assigned relief day or the relief days are changed in accordance with Article 9.2.C.5.b of the National Agreement. In a situation where the postmaster and regular carrier previously mutually agreed (in the absence of Article 9.2.C.5.b) to change the relief day and there is no longer mutual agreement, the relief day reverts back to Saturday.

The leave replacement should perform all the duties of the route assignment on the regular carrier's relief day the same as the regular carrier on any other day. This includes casing all mail. The parties agree that the regular rural carrier is entitled to compensation (auxiliary assistance or compensation on PS Form 8127) for work that is available and should have been completed by the leave replacement. (REF: Step 4, H4R-4M-C 39280, NRLCA F-71; G95R-4G-C 96092959, NRLCA F-71.70; B00R-4B-C 04075045, NRLCA R-3)

The language in subsection C.5.b, was created to provide a process for changing the relief day of one or more K routes when an office has a shortage of leave replacements. This process may be utilized only when three conditions are met. First, there is a shortage of leave replacements in the office; second, regular rural carriers are working the relief days on more than infrequent occasions; and third, the office has been unsuccessful in its attempts to hire leave replacements. If an office has an available leave replacement assigned to each regular route in the office, i.e., full coverage, then this process will not be utilized. A formula is provided to ascertain the maximum number of routes that may be assigned a non-Saturday relief day, if the Employer determines it is necessary to change the relief day of one or more routes.

With the signing of the 2021-2024 Agreement, the parties defined what sufficient hiring efforts were with the minimum of four (4) hiring lists within the last six (6) months, therefore, Step 4 - C95R-4C 01084686, NRLCA, F-57, is no longer applicable when determining if management met the hiring requirements.

In all cases, J routes will retain a Saturday relief day. Only K routes will have non-Saturday relief days. Should a K route with a non-Saturday relief day change to a J route as a result of a substantial service change or option election, the relief day will be changed to Saturday and if available, a K route may be moved to the non-Saturday relief day. The K route will move from the Saturday relief day in accordance with subsection C.5.d. If a PTF is assigned to a K route that changes classification to a J route, the route will be removed from the PTF's assignment. The first step when reassigning relief days is for management to determine the number of non-Saturday relief days.

In formula offices, non-Saturday relief days are Monday, Tuesday, Wednesday, Thursday, and Friday, which includes Friday/Saturday rotating. Management determines which non-Saturday relief days will benefit the office. It is advisable that non-Saturday relief days are spread evenly throughout the week. Additionally, when offering Friday as a relief day, management shall consider offering a Friday/Saturday rotating relief day, either individually or in pairs.

The non-Saturday relief days are offered, in order of seniority, to regular rural carriers assigned to K routes with a Saturday relief day. If, after offering the opportunity to elect a non-Saturday relief day, additional non-Saturday relief days are needed, the next step is for management to assign K routes a non-Saturday relief day, by juniority.

In instances when management does not offer a rotating relief day, the carrier may elect that option in lieu of a Friday relief day. Subsequently, management may choose to offer or assign by juniority, another Friday/Saturday rotating relief day in order to create a pair. (Ref, K15R-4K-C 18326343)

- c. Non-Saturday relief days are Monday, Tuesday, Wednesday, Thursday, and Friday, which includes Friday/Saturday rotating. The Employer will not require a single non-Saturday relief day to be assigned to more routes than a Saturday relief day. While the Employer determines which non-Saturday relief days benefit the office, the non-Saturday relief days should be spread evenly throughout the week. A Friday/Saturday rotating relief day or any pair of Friday/Saturday rotating relief days equates to one Friday relief day. When a Friday relief day is offered, the carrier may elect a Friday/Saturday rotating relief day.
- d. The following actions will occur in the order presented until the required number of K routes with relief days other than Saturday is reached:
 - (1) Any regular rural carrier assigned to a K route with a Saturday relief day may elect to permanently change the relief day to another day (including Friday/Saturday rotating), provided the new relief day will assist in reaching the required number of routes with relief days other than Saturday. Any rural carrier that selects Tuesday, Wednesday, or Thursday as the relief day will be given the incentive of allowing the route's evaluation to increase to 53:00 to 55:00 standard hours through normal growth and maintain such evaluation for the duration the rural carrier is assigned that route and that relief day. The Employer will adjust these routes down to 53:00 to 55:00 standard hours when adjustments are necessary. However, adjustments may be made below 53:00 to 55:00 standard hours consistent with contractual provisions and applicable regulations. Bids for posted routes with Tuesday, Wednesday, or Thursday relief days and residual vacancies with Tuesday, Wednesday, or Thursday relief days awarded to part-time flexible rural carriers, substitutes, or rural carrier associates, will not result in the above incentive.

Any rural carrier that voluntarily selects Tuesday, Wednesday, or Thursday as the relief day will be given the incentive of allowing the route's evaluation to increase to and maintain an evaluation of 53:00 to 55:00 standard hours for the period he or she is assigned to that route with that relief day. When adjustments are necessary, the route will not be adjusted below 53:00 to 55:00 standard hours, except for reasons consistent with contractual provisions and applicable regulations. Conversely, these provisions are not applicable if the rural carrier is assigned Tuesday, Wednesday, or Thursday as the relief day, based on juniority. (REF, G15R-4G-C 17487502)

- (2) If the required number of K routes with relief days other than Saturday has not been reached, the Employer may assign a relief day other than Saturday to those K routes with a Saturday relief day, based on juniority in the office. Should the new relief day be Tuesday, Wednesday, or Thursday the provisions in (1), above, are not applicable.
- e. A recalculation of the formula occurs when one of the following has changed in an office: the number of regular routes that are authorized relief days, the number of auxiliary routes, or the number of available leave replacements. Following a recalculation, the Employer may reassign the non-Saturday relief day. Such reassignment will be offered to rural carriers by seniority. If additional Saturday relief days are available, the Employer may then mandate the reassignment of the relief day by juniority. Any incentive provided for the relief day will cease upon such reassignment.

Once an office has implemented the formula, there are only two situations which may prompt changes to relief days. The first situation involves a recalculation of the formula which will be conducted when the following circumstances occur in a formula office:

- *A change in the number of regular routes authorized a relief day in the office.*
- *A change in the number of auxiliary routes in the office.*
- *A change in the number of available leave replacements in the office.*

The recalculation will determine if carriers with non-Saturday relief days must be offered the opportunity to return to a Saturday relief day, or if management may assign additional non-Saturday relief days. Any relief day reassignments shall be made in accordance with Article 9.2.C.5. If the formula recalculation results in the availability of additional Saturday relief days, the reassignment back to Saturday must be completed within 30 days.

The second situation which may prompt a change in relief days occurs when the number of non-Saturday relief days was not maximized when the formula was initially implemented. Management may reassign these relief days at any time in accordance with Article 9.2.C.5. The carrier must receive notice of the change no later than the Saturday of the service week preceding the effective week of the change (REF, E06R-4E-C 13052545)

Question: If a carrier elects or is assigned a non-Saturday relief day, will there ever be occasion for reassignment back to Saturday as the relief day?

Answer: *Yes. There are several circumstances that may necessitate reassignment back to Saturday relief days. If the number of leave replacements in the office increases or the number of routes with an authorized relief day changes, the formula will be recalculated and management may be required to reassign the appropriate number of relief days to Saturday. In addition, if a residual vacancy is awarded to a PTF, substitute, or RCA, and a Saturday relief day is available, the residual vacancy will be assigned a non-Saturday relief day and the Saturday relief day will be reassigned accordingly.*

Question: Under what circumstances can management change the non-Saturday relief day of a route to a different non-Saturday relief day?

Answer: *Management may change the non-Saturday relief day to a different non-Saturday relief day when it is necessary to provide an additional primary assignment for a PTF rural carrier and the relief day of the route is the same as one of the PTF's other routes. In addition, if a new PTF rural carrier assignment is being created and it is necessary to provide an additional primary assignment for the PTF, non-Saturday relief days may need to be changed.*

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- f. Except as provided in item j., regular rural carriers on the relief day work list who work the relief day will select one of the following options:
 - (1) An X day (a day for working a prior relief day) to be immediately scheduled by mutual agreement between the carrier and the Employer. The scheduled X day must be within the next twelve (12) weeks. PS Form 3971 will be completed for the mutually agreed X day and the scheduled X day will be given the same consideration as approved annual leave.
 - (2) Compensation at 50% of the carrier's daily rate of pay, in addition to receiving an X day within twelve (12) weeks as scheduled by the Employer.
 - (3) Compensation at 150% of the carrier's daily rate of pay. The carrier will not receive an X day.
 - g. Except as provided in item j. below, regular rural carriers not on the relief day work list who are required to work the relief day will receive compensation at 50% of the carrier's daily rate of pay, in addition to receiving an X day within twelve (12) weeks as scheduled by the Employer.
 - h. If a regular rural carrier works the relief day and fails to complete the entire route, the carrier will be compensated 150% of the carrier's hourly rate of pay for the actual number of hours worked.

Question: What does "immediately scheduled by mutual agreement" mean in Article 9.2.C.5.f. (1)?

Answer: When a carrier on the relief day work list is selected to work, the carrier may select option 1. At that time or no later than the day the relief day is worked, the carrier and manager should mutually agree when the X day will be given and annotate it on the schedule.

Question: If a carrier is on the relief day work list and is scheduled to work a relief day, how soon must he or she select the option of payment?

Answer: The carrier must select one of the options listed in Article 9.2.C.5.f. no later than the day the relief day is worked.

Question: When a regular carrier is entitled to an X day in accordance with the Article 9.2.C.5.f(2) and C.5.g, does the carrier schedule the X day?

Answer: No. Management will schedule the X day. Additionally, management must provide three (3) working days' notice to a regular rural carrier when assigning an X day, except from the beginning of the guarantee year through the end of the designated Christmas period. During this period, the X day is required to be scheduled within the same pay period and providing 3 days notice may not be possible.

Regular rural carriers who work the relief day and who exceed 56 actual work hours in a week will not be eligible to receive an additional 50% of the daily rate of pay, in addition to receiving an X day within twelve (12) weeks as scheduled by the Employer. This applies to carriers on the relief day work list as well as those carriers not on the list. These carriers will receive 150% of the carrier's daily rate of pay for working the relief day. They will not earn an X day.

See Handbook F-21, Time and Attendance, Section 581.19

- i. The Employer will not allow a regular rural carrier to work a relief day in accordance with their personal wishes when a qualified leave replacement is available in the delivery unit.
- j. Without recourse to Article 8.5, the Employer may allow a regular rural carrier to work on his or her relief day in order to grant the leave replacement scheduled to serve the regular's route, the day off, provided:

- (1) The leave replacement has submitted a written request to be non-scheduled or to have leave on the regular's relief day;
- (2) The regular rural carrier has signed the request, thereby indicating agreement; and
- (3) The regular rural carrier and the Employer have agreed that compensation for working the relief day will only be an X day to be immediately scheduled by mutual agreement.

The scheduled X day must be within the next twelve (12) weeks. PS Form 3971 will be completed for the mutually agreed X day and the scheduled X day will be given the same consideration as approved annual leave. A part-time flexible rural carrier is not entitled to the route's evaluated hours for any day the Employer has granted his or her request to be non-scheduled.

- k. During the period that starts with the beginning of the guarantee period through the end of the designated Christmas period, a regular rural carrier who works the relief day and is entitled to an X day, must be given the X day as scheduled by the Employer within the same pay period in which the relief day was worked. Regular rural carriers shall be prohibited from scheduling a previously earned X day from the beginning of the guarantee period through

the end of the designated Christmas period. If the X day is not received within the same pay period, the Employer will compensate the regular rural carrier 100% of the carrier's daily rate of pay in lieu of the X day.

- I. If, for any reason, an X day is not received within the twelve-week period in accordance with Subsections f.(2) and g. above, the Employer will compensate the regular rural carrier 100% of the carrier's daily rate of pay in lieu of an X day. The period from the beginning of the guarantee period through the end of the designated Christmas period is not included when counting the twelve weeks in which an X day must be received.

If an X day is not received within the twelve-week period in accordance with Subsections f.(2) and g., a payroll adjustment will be made changing the DACA code from 3 to 5, subsequently paying an additional 100% of the daily rate of pay for working the relief day.

Question: *If a carrier is to be compensated in accordance with Article 9.2.C.5.I. for not receiving an X day in the required time and has changed route assignments since working the relief day (R day); what route evaluation will be used to calculate the 100% compensation?*

Answer: *The evaluation of the route on which the carrier was assigned when working the relief day will be used to determine the compensation of 100% of the daily rate of pay.*

Question: *Does the period from the beginning of the guarantee period through the end of the designated Christmas period, extend the twelve-week period to schedule an X day?*

Answer: *Yes. For example, a regular carrier works their relief day on Saturday, September 23, 2000. At the beginning of the guarantee period six weeks has passed. Management will continue counting the 12- week period after Christmas and will have until February 2, 2001 to provide the X day. The X day earned for working the relief day on September 23, 2000 cannot be granted from the beginning of the guarantee period through the end of the designated Christmas period.*

6. Route Classification

Rural routes shall be classified as follows:

a. TABLE OF EVALUATED HOURS FOR REGULAR RURAL ROUTES

Total Hours and Minutes Per Week (Standard Hours)	Evaluated Hours
H Routes (No Relief Days)	
40:30 to 41:29	41 Hours
41:30 to 42:29	42 Hours
42:30 to 43:29	43 Hours
43:30 to 44:29	44 Hours
44:30 to 45:29	45 Hours
45:30 to 46:29	46 Hours
J Routes (Relief Day Every Other Week)	
44:11 to 45:15	41 Hours
45:16 to 46:21	42 Hours
46:22 to 47:27	43 Hours
47:28 to 48:32	44 Hours
48:33 to 49:37	45 Hours
49:38 to 50:43	46 Hours

K Routes (Relief Day Each Week)

47:24 to 48:35	40 Hours
48:36 to 49:47	41 Hours
49:48 to 50:59	42 Hours
51:00 to 52:11	43 Hours
52:12 to 53:23	44 Hours
53:24 to 54:35	45 Hours
54:36 to 55:47	46 Hours
55:48 to 56:59	47 Hours*
57:00 to 57:36	48 Hours*

** Normally, these categories should only be used as interim classifications pending route adjustments.*

b. TABLE OF EVALUATED HOURS FOR
AUXILIARY ROUTESTotal Hours and Minutes Per
Week (Standard Hours)

Evaluated Hours

11:30 to 12:29	12 Hours
12:30 to 13:29	13 Hours
13:30 to 14:29	14 Hours
14:30 to 15:29	15 Hours
15:30 to 16:29	16 Hours
16:30 to 17:29	17 Hours
17:30 to 18:29	18 Hours
18:30 to 19:29	19 Hours
19:30 to 20:29	20 Hours
20:30 to 21:29	21 Hours
21:30 to 22:29	22 Hours
22:30 to 23:29	23 Hours
23:30 to 24:29	24 Hours
24:30 to 25:29	25 Hours
25:30 to 26:29	26 Hours
26:30 to 27:29	27 Hours
27:30 to 28:29	28 Hours
28:30 to 29:29	29 Hours
29:30 to 30:29	30 Hours
30:30 to 31:29	31 Hours
31:30 to 32:29	32 Hours
32:30 to 33:29	33 Hours
33:30 to 34:29	34 Hours
34:30 to 35:29	35 Hours
35:30 to 36:29	36 Hours
36:30 to 37:29	37 Hours
37:30 to 38:29	38 Hours
38:30 to 39:29	39 Hours
39:30 to 40:29	40 Hours
40:30 to 41:29	41 Hours
41:30 to 42:29	42 Hours*
42:30 to 43:29	43 Hours*
43:30 to 44:29	44 Hours*
44:30 to 45:29	45 Hours*
45:30 to 46:29	46 Hours*
46:30 to 47:29	47 Hours*
47:30 to 48:29	48 Hours*
48:30 to 49:29	49 Hours*
49:30 to 50:29	50 Hours*
50:30 to 51:29	51 Hours*
51:30 to 52:29	52 Hours*
52:30 to 53:29	53 Hours*

53:30 to 54:29	54 Hours*
54:30 to 55:29	55 Hours*
55:30 to 56:29	56 Hours*
56:30 and Over	57 Hours*
* Auxiliary routes will be converted to regular within 30 days of reaching 42:00 standard hours, unless otherwise withheld in accordance with this Agreement.	

Any route reaching an evaluation of forty-two (42:00) standard hours or more will be converted to regular status within 30 days of the event. Although a route evaluation of 41:30 – 41:59 standard hours receives 42 hours compensation, the auxiliary route is not eligible for conversion to regular until it reaches 42:00 standard hours or more.

A seasonal auxiliary route that reaches 42 standard or more will not be converted to a regular route.

7. Classification Options and Reviews

- a. Any rural carrier whose route may be classified in more than one evaluated classification may elect the higher route classification if the following requirements are met:

- (1) It must be demonstrated that the rural carrier's actual work hours will not exceed 2,080 during the guarantee period. Christmas overtime hours, if any, will increase this benchmark, provided that the hours in excess of 2,080 occur in the last pay period of the guarantee period. Such determination should be based on, but not limited to, the rural carrier's performance during the previous year;
- (2) The rural carrier agrees in writing to use sufficient annual leave to assure that the total actual hours worked, with appropriate consideration of Christmas overtime, will not exceed the 2,080 annual guarantee; and
- (3) The rural carrier must have a minimum of ten (10) years from the retirement computation date.

b. Reviews

(1) Route Evaluation or Interim Adjustment

At the time of a **route adjustment**, interim adjustment, or just prior to the beginning of the guarantee period, the postmaster must arrange a meeting with each eligible rural carrier to discuss requirements for election of a higher classification for which the rural carrier may qualify. The commitment to use sufficient annual leave in order to qualify for a higher classification must be made in writing to give the postmaster assurance that the actual work hours will not exceed 2,080 hours during the guarantee period. The written commitment must be submitted with the appropriate forms at the time of **an evaluation**, interim adjustment, or high option election.

At the appropriate time, managers must discuss the requirements for election of a higher classification and if the carrier is eligible for, and elects high option, the manager then prepares and submits a Form 4003 for option election making the beginning of the guaranteed year the effective date. A carrier who is eligible for, and elects high option, must make the appropriate written commitment (PS Form 4015-A Rural Carrier Agreement to Use Annual Leave) to use leave in order to keep his/her actual work hours from exceeding 2080.

(2) Review—During Guarantee Period

When a postmaster believes that a rural carrier will exceed 2,080 actual work hours during the guarantee period, the following procedures shall apply: The rural carrier must be advised, in writing, and a meeting arranged to discuss the action deemed to be necessary to assure that the actual hours do not exceed the 2,080 annual guarantee. At such meeting, the postmaster shall ascertain whether or not a rural carrier, not covered under C.7.a., will commit, in writing, to use sufficient annual leave to keep the actual work hours under 2,080 during the guarantee period. Normally, route adjustments or additional relief days will not be necessary in order to control actual work hours where the rural carrier has given specific commitments of annual leave and such leave usage will keep the actual work hours under 2,080 for the guarantee period. However, the postmaster may take such action as necessary to avoid actual work hours in excess of 2,080 during the guarantee period.

Management is required to follow the provisions of Article 9.2.C.7.b.(2) of the National Agreement prior to adjusting a route due to projections that the carrier will exceed 2080 actual work hours during the guarantee period. (REF: J95R-4J-C 01 114390, NRLCA R-135)

As a reference point, keep in mind that a carrier whose route evaluates 46 K, who works the time standards exactly and uses 26 days of leave and 10 holidays would actually work 2,060 hours during the guarantee period.

A carrier who is eligible for and desires high option, may be required to sign a leave commitment at the beginning of the guarantee year.

Regular rural carriers may not be required to use LWOP to avoid exceeding the 2,080-hour annual guarantee.

Rural letter carriers may not be required to submit PS Form 3971 to use sufficient annual leave to keep their workhours under 2,080 during the guarantee period. However, when management approves PS Form 3971 granting annual leave, the regular rural carrier is obligated to take the leave in order to avoid exceeding 2080 hours during the guarantee period. (REF: Step 4, H1R-5H-C 6403, NRLCA G-13)

When a leave commitment is necessary, the carrier may choose to sign PS Form 4015-E, (Rural Carrier Agreement to Use Annual Leave Earned to Reduce Actual Work Hours) to avoid a route adjustment. Generally, this form will be used later during the year, at such time that the Postmaster believes that the actual work hours may exceed 2,080 during the guarantee period. A carrier on a high-hour category "K" route may choose to sign this form to give assurance that the route need not be adjusted to keep the actual work hours below 2,080 during the guarantee period.

When a carrier signs this form, they agree to use sufficient annual leave during the remainder of the current guarantee period to assure that their actual work hours do not exceed 2,080 during the guarantee period.

The term "sufficient" annual leave means whatever amount of leave is necessary to keep the actual hours below 2,080 hours during the guarantee period. It could mean less than the amount earned during the guarantee period for those carriers whose routes evaluate less than 46 hours or whose actual hours are less than the evaluated hours. On the other hand, it could mean more than the amount earned during the guarantee period for those carriers who have chosen the higher hour category and whose actual hours exceed the evaluation of the route.

c. Effect of Leave Commitment on Saved Salary

In the event it becomes necessary to adjust a route, either evaluated or non-evaluated because the rural carrier failed to make a commitment to use sufficient annual leave earned during the guarantee period to assure that the actual work hours will not exceed the 2,080 hour annual guarantee, the saved salary for the rural carrier shall be limited to the salary guarantee under Section 7(b)(2) of the Fair Labor Standards Act in accordance with Article 9.2.A.

8. Overburdened Routes

a. Definition

A route is considered overburdened when:

- (1) The standard hours for the route are outside of the Table of Evaluated Hours; or
- (2) The regular rural carrier who is assigned to the route does not, or is not expected to, meet the requirement to stay within the annual guarantee for the route.

b. Relief of Overburdened Routes

Permanent relief will be arranged as soon as practicable for overburdened routes. Auxiliary assistance may be provided as a temporary means of providing relief for those routes as defined in 8.a.(1). Assistance is provided, equivalent to the lesser of the following:

- (1) The regular rural carrier's actual weekly work hours that are in excess of 48 hours (K classification); or
- (2) The standard hours for the route that are in excess of 57:36.

When a route's standard hours exceed 57:36, auxiliary assistance may be appropriate. This assistance shall only be provided for the standard hours outside of the Table of Evaluated Hours or the regular carrier's actual work hours over forty-eight (48), whichever is less. The carrier's actual work hours are measured against five day paid hours and not the route's six-day standard hours.

Example:

-Route 001 is evaluated at 62:32

-The Table of Evaluated Hours ends at 57:36

-The route is a 48K

-The regular carrier's work hours for the week (Monday through Thursday) are 42:35. -The carrier is projected to work an additional 10 hours or more on Friday which would exceed 48 hours.

-Evaluated route hours in excess of 57:36 equal 4:56 (62:32 minus 57:36)

-Actual carrier work hours in excess of 57:36 (48K) equal 3:35 (51:35 minus 48:00)

-Actual carrier work hours in excess (3:35) are less than the evaluated route hours (4:56) in excess.

Therefore, auxiliary assistance should be provided promptly for 3:35.

9. Changes in Compensation

Changes in compensation due to eligibility for adjustment, or loss of evaluated compensation—as determined by a **route evaluation** shall be effected at the beginning of the **second** full pay period following the **completion** of the **data-collection** period. When making changes in compensation as a result of **route evaluations and** interim adjustments, no rural carrier's salary may be reduced below the salary guarantee during the guarantee period.

10. Substantial Service Changes

When substantial service changes occur, an increase or decrease of one (1) full hour (60 minutes) in the evaluation of a rural route's hours as determined by the formula in this paragraph, which indicate possible eligibility for, or adjustment of evaluated compensation, the Employer shall promptly adjust the route evaluation and shall make a prompt adjustment in the compensation. Such interim adjustment shall be made by application of a formula based upon (1) the appropriate box allowance added to the volume factor multiplied by the boxes added to or subtracted from the route since the last evaluation and (2) the change in miles multiplied by the appropriate factor.

11. Seasonal Route

A seasonal route is a route where certain families are provided delivery for only a specified period of less than one (1) year. Normally, these routes are located in resort or vacation areas. The seasonal period is defined as that period in which the carrier is required to attempt delivery and the seasonal period ends when delivery is no longer required of the carrier.

The following steps will be taken when serving seasonal boxes:

- a. At the beginning of the seasonal period, the evaluation shall be adjusted by application of a formula based upon (1) the appropriate box allowance added to the volume factor multiplied by the boxes added to the route and (2) the change in miles multiplied by the appropriate factor.
- b. At the conclusion of the seasonal period, the seasonal boxes will be subtracted from the evaluation.

12. Temporary Route Deviations

Any temporary route deviations of more than thirty (30) calendar days duration shall be added to the evaluation and the salary shall be adjusted accordingly. Upon termination of the deviation, the route evaluation shall be adjusted to its former status. All salary changes will become effective at the beginning of the first pay period following completion of the first thirty (30) days of the detour and at the beginning of the first pay period after the deviation is terminated.

*Handbook F-21, Time and Attendance**572.2 Recording Temporary Route Deviation in Excess of 30 Calendar Days*

Any temporary route deviation of more than 30 calendar days shall be added via PS Form 4003 to the evaluation, and the salary shall be adjusted accordingly. Discontinue reporting the route deviation on PS Form 1314. Upon termination of the deviation, the route evaluation shall be adjusted to its former status.

13. Recurring Work Duties

When daily recurring work duties other than traditional service functions are added to or removed from a route after the latest route evaluation, the Employer shall promptly determine time requirements for such added or removed duties and authorize any appropriate adjustment of evaluated compensation.

14. Administrative Errors

Any administrative error which results in underpayment of a rural carrier (except remeasurement) will be retroactively corrected unless the rural carrier knew or should reasonably have known of the error and failed to notify the Employer within two (2) weeks.

D. Compensation for Part-time Flexible Rural Carriers

1. Compensation for part-time flexible rural carriers shall be based on the evaluation or mileage of the route, whichever is appropriate, when they are not required to actually work in excess of forty (40) hours in a work week. When the total actual work hours exceed forty (40) hours per work week,

compensation shall be on the basis of hours actually worked in accordance with Article 8.3., attained step. Compensation for work performed in excess of forty (40) hours per week shall be at the overtime rate pursuant to Section 7(a) of the Fair Labor Standards Act.

2. When serving on an auxiliary route, part-time flexible rural carriers shall be compensated based on the daily evaluated hours of the route regardless of the number of hours actually worked, unless they work in excess of forty (40) hours in a work week. When the carrier's total actual work hours exceed forty (40) hours per week, compensation shall be on the basis of hours actually worked in accordance with Article 8.3., attained step, and hours in excess of forty (40) hours per week shall be at the overtime rate pursuant to Section 7(a) of the Fair Labor Standards Act.
3. When serving as an auxiliary assistant, part-time flexible rural carriers shall be compensated for all hours actually worked within forty (40) hours per week in accordance with Article 8.3., attained step, and at the overtime rate for all hours actually worked in excess of forty (40) hours per work week pursuant to Section 7(a) of the Fair Labor Standards Act.

E. Compensation for Substitute Rural Carriers

1. Compensation for substitute rural carriers, except for those covered under Subsection G, shall be based on the evaluation or mileage of the route, whichever is appropriate, when they are not required to actually work in excess of forty (40) hours in a work week. When the total actual work hours exceed forty (40) hours per work week, compensation shall be on the basis of hours actually worked in accordance with Article 8.3., attained step. Compensation for work performed in excess of forty (40) hours per work week shall be at the overtime rate pursuant to Section 7(a) of the Fair Labor Standards Act.
2. When serving on an auxiliary route, substitute rural carriers shall be compensated based on the daily evaluated hours of the route regardless of the number of hours actually worked, unless they work in excess of forty (40) hours in a work week. When the carrier's total actual work hours exceed forty (40) hours per week, compensation shall be on the basis of hours actually worked in accordance with Article 8.3., attained step, and hours in excess of forty (40) hours per week shall be at the overtime rate pursuant to Section 7(a) of the Fair Labor Standards Act.
3. When serving as an auxiliary assistant, substitute rural carriers shall be compensated for all hours actually worked within forty (40) hours per work week in accordance with Article 8.3., attained step, and at the overtime rate for all hours actually worked in excess of forty (40) hours per work week pursuant to Section 7(a) of the Fair Labor Standards Act.

This section only applies to Substitute Rural Carriers (Designation Code 73). Substitute rural carriers are those employees hired prior to July 21, 1981, with an appointment without time limitation.

F. Compensation for Rural Carrier Associates and Rural Carrier Relief Employees

1. Compensation for rural carrier associates and rural carrier relief employees shall be based on the evaluation of the regular or auxiliary route served when they do not work in excess of forty (40) hours per week. When the total actual work hours exceed forty (40) hours per week, compensation shall be on the basis of hours actually worked in accordance with Article 8.3. Compensation for work performed in excess of forty (40) hours per week shall be at the overtime rate pursuant to Section 7(a) of the Fair Labor Standards Act.

When a regular carrier becomes ill or cannot finish the route while on duty, either in the office or on the route, and is unable to complete service for the regularly scheduled workday, she or he is granted sick or annual leave for the entire day. The salary payment for the full trip will be made to the replacement carrier and will include equipment maintenance.

Should a leave replacement not finish a route, both that leave replacement and the leave replacement who completes the route are compensated using PS Form 1314-A, Auxiliary Rural carrier Time Certificate, for actual hours worked and any equipment maintenance allowance (EMA). REF: Step 4, J90R-4J-C 99211187, NRLCA L-14)

2. When serving as an auxiliary assistant, rural carrier associates and rural carrier relief employees shall be compensated for all hours actually worked within forty (40) hours per work week in accordance with Article 8.3, and at the overtime rate for all hours actually worked in excess of forty (40) hours per work week pursuant to Section 7(a) of the Fair Labor Standards Act.

G. Equipment Maintenance Allowance

1. General Policy

The following provisions will determine the payment of Equipment Maintenance Allowance (EMA), except when a vehicle is provided by the Employer. In such a case, the employee will not be entitled to EMA.

2. Vehicle Equipment

Rural carriers shall furnish all necessary vehicle equipment for prompt handling of the mail unless the vehicle is furnished by the Employer. The Employer reserves the right to provide vehicles at its option to any route. For each day on which a carrier or replacement who is required to provide a vehicle receives pay in an active duty status as a rural carrier, such employee shall be paid for EMA for the day determined from the applicable schedule.

REF: MOU #8 – Right-Hand Drive Vehicles

3. Rate of EMA

- a. The equipment maintenance allowance base rate shall equal forty-eight cents (48.0¢) per mile or major fraction of a mile scheduled per day or \$19.20, whichever is greater.
- b. To meet future price fluctuations in all vehicle operating costs, the EMA rate shall be adjusted pursuant to changes in the Expenditure Category for Private Transportation (Unadjusted index), as issued in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The adjustment shall be calculated following the release of the CPI-W for the months of February, May, August, and November. The CPI-W (Unadjusted) for November 1995 will be the base period for comparison for all changes calculated during the life of this Agreement.
- c. The EMA change will be calculated by determining the difference between the CPI-W (Unadjusted index) for the Expenditure Category for Private Transportation for the period being reviewed and the November 1995 Expenditure Category for Private Transportation. To determine the EMA rate, multiply the base EMA rate by the CPI-W for Private Transportation (Unadjusted index) for the period being reviewed divided by the CPI-W for November 1995. Round the calculation to the nearest one-half cent and compare to the current EMA rate to determine if an EMA adjustment is required. The EMA rate shall be adjusted, both for increases and decreases, by one-half cent (0.5¢) per mile and the minimum rate by twenty cents (20¢). The Special EMA chart shall be adjusted accordingly. Such changes shall become effective at the second full pay period after release of the index which triggers the adjustment.

4. Special EMA Chart

To supplement the allowance above for those rural routes having a large number of stops in relation to the number of miles, a special EMA schedule shall be established. The chart will be adjusted accordingly, as subsequent changes in the rate per mile become effective.

5. Auxiliary Assistance and Auxiliary Rural Carriers

Unless a USPS owned or leased vehicle is provided, a leave replacement who is performing auxiliary assistance or is employed as an auxiliary rural carrier shall provide a vehicle and, in addition to compensation, shall be paid an EMA on a per-mile or per-hour basis, whichever is greater, based on the rate in effect under Section 9.2.G.3 but not to exceed the amount provided for in the special chart for the route stops and miles. Any changes in the EMA pursuant to the provisions in 9.2.G.3 will result in an adjustment of 5 cents per hour for each adjustment of one-half cent (0.5¢) per mile.

6. Temporary Deviations

In the event of a temporary deviation, an increase in the EMA will be authorized if the total miles traveled, including deviations, exceed forty (40) miles per day.

Article 9.2.J.3 sets the minimum EMA rate equivalent to a 40-mile route, therefore additional compensation for temporary deviations is only payable after the carriers exceeds a total of 40 miles (official route mileage and deviation).

Handbook F-21, Time and Attendance

572.1 Recording Temporary Route Deviation

When a temporary deviation is necessary, an increase in the EMA will be authorized if the total daily miles traveled, including deviations, exceeds 40 miles per day. Miles recorded in the Route Deviation (Route Dev.) block must be in whole miles (3-digit field). Payment is at the current mileage rate.

H. Christmas Allowances and Procedures

1. General Policy

The Christmas period begins on the first Saturday of December and terminates as specified in the Employer's Christmas Postal Bulletin.

The following provisions will apply only to those carriers covered under Section 7(b)(2) of the Fair Labor Standards Act in accordance with Article 9.2.A., except that regular carriers assigned to evaluated routes having less than thirty-five (35) hours of required service per week shall receive compensation in accordance with H.1.c.; and rural carriers working auxiliary routes shall receive compensation in accordance with H.1.e.

a. RCS Carriers

- (1) An RCS carrier whose route evaluates less than thirty-five (35) hours per week shall be given auxiliary assistance sufficient to limit the carrier's work week to fifty-six (56) hours.
- (2) An RCS carrier whose route evaluates thirty-five (35) hours, but less than forty (40) hours per week, shall be granted additional compensation at the appropriate overtime rate (Article 8.3) at the carrier's attained step for all hours of required service in excess of forty-eight (48) hours, unless the total hours worked exceed the limitations of Section 7(b)(2) of FLSA of twelve (12) hours in a day, fifty-six (56) hours in a week or 2,080 hours during the guarantee period, in which case the rate for the hours in excess of those limitations shall be at the appropriate FLSA overtime rate.
- (3) An RCS carrier whose route evaluates forty (40) hours per week or more shall be granted additional compensation at the appropriate overtime rate (Article 8.3.) at the carrier's attained step for all hours of required service in excess of the equivalent hours for which they are compensated on the Rural Carrier Schedule, unless the total hours worked exceed the limitations of Section 7(b)(2) of FLSA of twelve (12) hours in a day, fifty-six (56) hours in a week or 2,080 hours during the guarantee period, in which case the rate for the hours in excess of those limitations shall be at the appropriate FLSA overtime rate.

b. Evaluated Carriers (Routes 35 Hours or More)

- (1) For all hours of required service in excess of the evaluated hours of the route, evaluated carriers shall be paid additional compensation at the appropriate rate for their step, in accordance with Article 8.3., for those hours within the 40-hour work week and at the FLSA overtime rate for those hours in excess of 40 or evaluated hours, whichever is greater, pursuant to the rate set by Article 9.2.A.1.k., and under the restrictions found in Article 9.2.A.1.l.

(2) Assistance on Relief Day

When the needs of the service require, a regular rural carrier serving a route where a relief day is authorized may be required to work on his scheduled relief day as an auxiliary rural carrier in dual employment capacity. Such carrier shall be compensated pursuant to the rate set by Article 9.2.A.1.k., and under the restrictions found in Article 9.2.A.1.l.

Question 1: Can a regular rural carrier provide auxiliary assistance on the Christmas holiday?

Answer: *No. A regular rural carrier cannot provide auxiliary assistance on any designated or actual holiday.*

c. Evaluated Carriers (Routes Less Than 35 Hours)

For all hours of required service in excess of the evaluated hours of the route, the carriers shall be paid additional compensation at the appropriate rate for the Step, in accordance with Article 8.3., for those hours within the 40-hour work week and at the appropriate FLSA overtime rate for those hours in excess of 40, in compliance with Section 7(a) of the Fair Labor Standards Act.

d. Substitute Rural Carriers

(1) Substitute on a Vacant Route

A substitute rural carrier serving full-time on a vacant route or where the regular carrier is on leave shall qualify for auxiliary assistance and/or overtime compensation in the same manner as a regular carrier during the Christmas period.

(2) Substitute Serving as Auxiliary Assistant

The substitute rural carrier shall be compensated at the substitute's attained step in accordance with Article 8.3., when serving as an auxiliary assistant or on an auxiliary route.

This section only applies to Substitute Rural Carriers (Designation Code 72 and 73). Substitute rural carriers are those employees hired prior to July 21, 1981.

e. Rural Carriers Working Auxiliary Routes

Rural carriers performing service on an auxiliary route shall be compensated on the basis of hours actually worked in accordance with Article 8.3.

f. Christmas Holiday Leave

The Christmas holiday and paid leave taken by regular carriers will be credited as work performed for the purpose of determining work hours during the Christmas period. Such holiday and paid leave should be computed on the basis of the appropriate daily evaluation for the route as shown in the following table

Evaluated hours	6 day "H" routes daily hours & minutes	5 ½ day "J" routes daily hours & minutes	5 day "K" routes daily hours & minutes
25	4:10	-----	
26	4:20	-----	
27	4:30	-----	
28	4:40	-----	
29	4:50	-----	
30	5:00	-----	
31	5:10	-----	
32	5:20	-----	
33	5:30	-----	
34	5:40	-----	
35	5:50	-----	
36	6:00	-----	
37	6:10	-----	
38	6:20	-----	
39	6:30	-----	
40	6:40	-----	8:00
41	6:50	7:27	8:12
42	7:00	7:38	8:24
43	7:10	7:49	8:36
44	7:20	8:00	8:48
45	7:30	8:11	9:00
46	7:40	8:22	9:12
47	-----	-----	9:24
48	-----	-----	9:36

Evaluated hours for a "J" route will be determined for each week rather than from Form 4241-A. In determining the number of additional route hours for which pay is provided for "J" routes, the evaluated hours per week shall be computed by multiplying the daily hours and minutes shown in column 3 of the chart for 5 1/2-day "J" routes by the actual number of days the carrier worked that week.

I. Training Pay

1. A newly appointed leave replacement rural carrier craft employee will be paid the greater of the actual hours worked or the evaluation of the route (up to 40 hours) for the first five (5) pay periods of employment.

The standard training program for rural carriers consists of a minimum of 32 hours (4 days) of classroom instruction using simulation, followed by a minimum of 24 hours of on-the-job training (OJT), which may be conducted in increments of less than 8 hours but not less than 2 hours per day. Each office has the option of adding time to allow practice in casing and delivery and to cover local policies and procedures. (F-21, 587.13)

Section 1 provides for newly appointed RCAs to be paid the greater of the total actual hours worked in a week, or the total of the evaluation of the route(s) worked for the week for the first five (5) pay periods of employment. This does not apply to PTF's.

The comparison of actual hours to evaluated hours is made on a weekly basis, not day by day. If the actual work hours exceed 40 hours for the week, the RCA is paid the actual work hours regardless of the weekly evaluation.

The payroll system will automatically determine the greater of the two payments for each week.

Question: *Is the initial classroom and driver training included in the “first five (5) pay periods of employment” time frame?*

Answer: *Yes. The period in which the newly appointed RCA will be compensated in accordance with 9.2.I.1, will be from the first day of employment and end five (5) pay periods later inclusive of classroom training, on-the-job training, unscheduled time, etc.*

Question: *Will this time be recorded on PS Forms 1314 or 1314-A?*

Answer: *This time will not be recorded on either PS Form 1314 or 1314-A. As stated above, the payroll system has been modified to determine the appropriate compensation for each eligible RCA for the first 5 pay periods of employment. This compensation will not require any action by the local office.*

Question: *Can management provide auxiliary assistance to prevent an RCA from working over the evaluated hours for a route?*

Answer: *Yes. Management does have the option of providing auxiliary assistance.*

Question 4: *If an RCA's employment does not begin at the beginning of a pay period, is the partial first pay period of employment considered as one of the first 5 pay periods?*

Answer: *Yes.*

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- 2. A newly appointed leave replacement will work only in the assigned office for the first two full pay periods in that office. The leave replacement will serve only the primary assignment and may also deliver parcels on any rural route and on Sundays and holidays in the assigned office during these pay periods.**
 - 3. A newly appointed rural carrier craft employee or a leave replacement assigned to more than one route will be allowed a reasonable period with pay to become familiar with the route and become proficient.**
 - 4. A leave replacement utilized on a route which he or she is serving for the first time or has not served in the past 12 months will be paid the greater of actual hours worked or the evaluation of the route (up to 40 hours).**

The provisions of Article 9.2.I.4. will also apply to leave replacements whose primary assignment is domiciled in an RMPO; who is then utilized on a route in the corresponding APO or other RMPOs affiliated with the APO.

F-21, Time and Attendance Handbook, 587.32 Route Not Served in Past Twelve Months

When it has been determined that a Substitute, RCA or RCR has not served a particular route in the past twelve (12) months, the carrier will be paid the greater of the actual hours worked or the evaluation of the route for that day.

Question 5: Are PTF rural carriers eligible for additional compensation in accordance with M.3?

Answer: No.

Question 6: An RCA is utilized on a route that he or she is serving for the first time or has not served in the past 12 months. The carrier will be paid the greater of the actual hours worked or the evaluation of the route. The RCA then serves the same route the following day or for the entire week. Is the RCA entitled to the comparative compensation as described in section M.3. for the additional days?

Answer: No. The payment of the greater of the actual hours worked or the evaluation of the route is only applicable to the first day the leave replacement is utilized on the route, even if the carrier serves the route the entire week. The leave replacement will not be eligible for the greater compensation until another 12 months has passed without serving that route.

Question 7: Is an RCA eligible to receive the greater compensation (actual work hours versus evaluated hours) in accordance with M.3., if utilized on a route for the first time during the first 5 pay periods of employment?

Answer: No. An RCA is only eligible to receive the greater compensation for the week in accordance with M.1. during the first 5 pay periods of employment. Local management does not calculate additional compensation for RCAs during the first 5 pay periods of employment.

Question 8: Does M.3., "payment to a leave replacement when not utilized on a route in the past 12 months", apply to RCAs who may work in neighboring offices?

Answer: Yes. The RCA would be entitled to the greater of the actual hours worked or the evaluation of the route not served in the past 12 months, regardless of office.

Question 9: How will the leave replacement and/or management know that the carrier has not been utilized on the route in the past 12 months (365 calendar days)?

Answer: Rural Management Support System (RMSS) will automatically identify eligible leave replacements and determine the appropriate compensation.

Question 10: Is a regular rural carrier who is appointed as an RCA in accordance with MOU # 10, entitled to the training compensation outlined in Article 9.2.I.1 or 9.2.I.4?

Answer: A regular rural carrier who is appointed as an RCA would be entitled only to training compensation as outlined in Article 9.2.I.4., for instances when utilized on a route that he/she has not served in the past twelve (12) months.

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5. When involuntary reassignments of rural carriers occur, the carrier may be scheduled for familiarization training on the new route, on the clock, as follows:
 - a. New route under 30 hours evaluation: 1 day
 - b. New route 30-40 hours evaluation: 2 days
 - c. New route 40 hours or more evaluation: 3 days
 6. When a voluntary reassignment of a regular rural carrier occurs outside the delivery unit, the regular carrier shall be scheduled for one (1) day of on-the-clock familiarization training on the new route.

Delivery unit is defined for this purpose as a physical location containing one or more five-digit ZIP Codes under the control of a different postmaster or station/branch manager.

7. When a regular rural route is substantially changed by major additions of territory, the regular rural carrier serving such route shall be scheduled for on-the-clock familiarization training on the basis of the following:
 - a. Addition of 100 to 200 boxes —1 day
 - b. Addition of 201 to 350 boxes —2 days
 - c. Addition of 351 or more boxes —3 days

J. Training Presentations

When a rural carrier (Designations 71 and 72) is required to view training films, slides or other training presentations which are not incidental to normal daily performance, and has not been provided an equivalent amount of auxiliary assistance, the carrier will be compensated based on the actual time required multiplied by the carrier's straight time rate (Article 8.3.A.).

In those instances when training is received in full-day increments, the carrier will receive compensation for the full day(s) at the daily evaluated rate of the assigned route.

All other rural carriers (Designations 73, 75, 76, 77, and 78) will be compensated based on actual time used for training multiplied by their individual computed hourly rate.

ARTICLE 10 LEAVE

Section 1. Leave Funding

The Employer shall continue funding the leave program so as to continue the current leave earning level for the duration of this Agreement.

Section 2. Annual Leave

A. Minimum Units and Availability of Leave Replacements

Regular rural carriers shall be granted annual leave in minimum units of one day. Rural carriers should be granted annual leave in accordance with their personal wishes, provided a leave replacement is available. It shall be the responsibility of each rural carrier to plan annual leave at times when a leave replacement is available. If a leave replacement is committed to serve another regular rural route, **a vacant route, or a route where the regular rural carrier is on extended leave, has approved leave, or is in the first four weeks of assignment in the office**, such leave replacement is not available. A regular rural carrier should not be unreasonably denied annual leave because of a leave replacement's assignment to an auxiliary route.

ELM 581.11 Annual Leave

A newly appointed regular rural carrier may not use annual leave until the completion of 90 days (7 pay periods) of continuous employment. Conversion to regular rural carrier from a Designation 72 or 76 positions does not require a 90-day qualifying period. Rural carrier associates (Designation 78) have a 90-day qualifying period for leave. (REF: Handbook F-21, 322.2 New Employees; ELM, Section 512.552 Ninety-Day Qualifying Period)

B. Forfeiting Leave

Care shall be exercised to assure that no employee is required to forfeit any part of that employee's annual leave.

C. Approved Leave

All previously approved annual leave requests must be honored except in serious emergency situations.

Section 3. Sick Leave

The Employer agrees to continue the administration of the present sick leave program, which shall include the following specific items:

- a. Credit employees with sick leave as earned.
- b. Charge to annual leave or leave without pay (at employee's option) approved absence for which employee has insufficient sick leave.
- c. Employee becoming ill while on annual leave may have leave charged to sick leave upon request.
- d. Regular rural carriers shall be charged sick leave in minimum units of one day.
- e. For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence.

ELM, Sections 513.361 and 513.362 establish three rules:

1) For absences of more than three days, an employee must submit "medical documentation or other acceptable evidence of incapacity for work or of need to care for a family member and, if requested, substantiation of the family relationship" in support of an application for sick leave ("three days" means three scheduled workdays).

2) For absences of three days or less, a supervisor may accept an employee's statement explaining the absence unless the employee has been placed in restricted sick leave status, in which case verification is required for every absence related to illness regardless of the number of days involved.

3) For absences of three days or less a supervisor may require an employee to submit documentation of the illness "when the supervisor deems documentation desirable for the protection of the interests of the Postal Service."

Section 4. Saturday Leave

- A. The approved absence on a Saturday of a regular rural carrier, substitute, or rural carrier associate in a leave earning capacity, which occurs within or at the beginning or end of a period of annual or sick leave, shall be without charge to such leave or loss of compensation provided the appropriate leave balance on the Form 1223 (Earnings Statement) reflects at least 6 days of leave and the following conditions are met:
 1. There are more than 5 days of annual or sick leave within the period; or
 2. There are more than 4 days of annual or sick leave plus a holiday (see Article 11) within the period. If a holiday falls on Saturday, which is a scheduled work day, absence on the preceding Friday shall be without charge to leave. If the leave period is 4 days or less, absence on Friday shall be charged to leave.
 3. Interruption during the approved period of annual or sick leave by court leave due to circumstances beyond the employee's control shall not disqualify the carrier for coverage as provided in 1. or 2. above.
- B. Upon request, a rural carrier shall be granted annual leave or leave without pay on Saturday, at the carrier's option, provided a leave replacement is available.

REF: Handbook F-21 581.15; ELM, 512.532, Saturday Absences

In order to be granted the free Saturday, there must be a combination of more than five DACA Codes A (Annual Leave), S (Sick Leave), D (Donated Leave), 6 (Court Leave), and H (Holiday Leave) entered on the carrier's time card. Furthermore, the employee's most recent Form 1223, Earning Statement, must show the carrier's leave balance to be at least equal to the number of leave days entered on the timecard. Interruption of the leave period by taking a relief day disqualifies the carrier for a free Saturday.

The parties agree that a leave replacement assigned to duties per Article 30.2.Q will not be considered unavailable for the purposes of Article 10.4.B. (REF: Step 4, F06R-4F-C 11405984, NRLCA L-18)

Section 5. Leave for Substitutes and Rural Carrier Associates

- A. Substitutes and rural carrier associates shall earn leave benefits when serving a vacant route, or when serving the route during the extended absence of the regular carrier in excess of 90 days. On the 91st day, the employee shall be credited with annual and sick leave for the first 90 days.

These **carriers** shall be granted leave in minimum units of one day.

- B. No later than six (6) months from the date of this agreement, rural carrier associates shall earn annual leave based on the number of hours worked; one (1) hour accrued for each twenty (20) hours of work in a pay period, up to a total of four (4) hours maximum. Annual leave shall be credited as earned. Rural carrier associates shall be granted annual leave in accordance with their personal wishes, provided there is sufficient leave replacement coverage in the office.

- C. Rural carrier associates shall be granted annual leave in hourly increments except when serving a vacant route or when serving the route during the extended absence of the regular carrier. These rural carrier associates shall be granted leave in minimum units of one day.

- D. Rural carrier associates shall earn sick leave when serving a vacant route, or when serving the route during the extended absence of a regular carrier in excess of 90 days. On the 91st day, the RCA shall be credited with sick leave for the first 90 days. These carriers shall be granted sick leave in minimum units of one day.

- E. Rural carrier associates assigned to an auxiliary route shall earn sick leave based on the number of hours worked when serving the auxiliary route in excess of 90 days. On the 91st day, the RCA shall be credited with sick leave for the first 90 days.

These **carriers** shall be granted sick leave in hourly increments.

A nonscheduled workday or absence in approved leave status, including LWOP does not constitute a break in service. Once the route has been assigned to the replacement employee, the ninety (90) day continuity will not be considered interrupted when management requires a carrier to work another route during that period. (REF: Step 4, H7R-2K-C 43806, NRLCA, R-6)

Designation 74 and 79 employees earn sick leave on their assigned routes only.

Designation 78 employees can request the whole day by annotating the PS Form 3971 appropriately, however, the number of hours requested is for pay purposes only.

Section 6. Leave for Part-time Flexible Rural Carriers and Auxiliary Carriers

Part-time flexible rural carriers and auxiliary rural carriers shall earn leave based on the number of hours worked and in accordance with the appropriate leave category. It shall be credited as earned. These carriers shall be granted leave in hourly increments.

PTF rural carriers do not earn leave while in a leave status

Section 7. Leave Submission

- A. Requests for annual leave will not be accepted prior to sixty (60) days in advance of the desired leave date or service week. Leave requests may be submitted further in advance for exceptional circumstances. Leave requests received on the same day will be considered in order of seniority.**

Examples of exceptional circumstances are weddings, graduations, or significant life events. A vacation during spring break is not an exceptional circumstance as spring break happens every year. Documentation may need to be provided to support the "exceptional circumstance". The parties expect communication at the local level when dealing with requests outside of 60 days as outlined in Article 10.7.A.

- B. Failure to return a request for leave within three (3) days of receipt will result in the request being automatically approved, provided the rural carrier has obtained a proper acknowledgement of the leave request submission.**

PS Form 3971 must be received by management and the PS Form 3971 indicating approval or disapproval must be received by the carrier. The parties did not intend this to be a gotcha or game playing.

For all annual leave requests made on the same day will be reviewed at the end of the day with seniority being the determining factor. Requests for leave received after close of business (5:00pm local time) will be considered with requests received the following day.

ARTICLE 11 HOLIDAYS

Section 1. Holidays Observed

The following **eleven (11)** days shall be considered holidays for regular rural carriers:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
Juneteenth National Independence Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Section 2. Payment

- A. A regular rural carrier whose regular scheduled work day falls on a holiday will not be required to work and will be paid at the daily rate for that day. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.**
- B. When a holiday falls on the relief day of an evaluated carrier, the carrier shall be granted the preceding work day as the designated holiday. When the primary leave replacement is unavailable on the carrier's**

designated holiday and other leave replacements are unavailable in accordance with Article 30.2.D., the regular carrier may be scheduled to work on the designated holiday.

For the purpose of this section, a leave replacement is considered unavailable when he or she is assigned to work on any regular or auxiliary route. A regular rural carrier required to work on a designated holiday shall receive the daily rate of pay for such day in addition to holiday leave pay to which the employee is entitled. If a regular rural carrier is required to work on the designated Christmas holiday, such carrier shall receive one and one-half (1½) times the daily rate of pay in addition to the holiday leave pay.

To receive holiday leave pay, regular carriers must be in a pay status either the last scheduled day before or the first scheduled day after the holiday.

When the regular carrier is assigned to work on the designated holiday, the regular carrier must work the full day. A DACA code "V" is entered on the timecard, which will ensure the carrier is paid correctly for working the designated holiday.

An exception occurs when regular carriers work their designated holiday and elect to have a day of annual leave credited to their leave balance in lieu of being paid holiday leave. In that instance, DACA code "G" is entered on the timecard.

- C. Effective beginning with the 2023 Presidents' Day holiday, regular rural carriers who work their holiday, at their option, may elect to have their annual leave balance credited with one day of annual leave or receive the holiday pay to which the carrier is entitled above.**
- D. Regular carriers shall not perform auxiliary assistance on any designated holiday or actual holiday.
- E. A leave replacement may be utilized to perform duties on a holiday and will be paid actual hours worked.
- F. Deferred holiday leave credited in accordance with Section 2.C., above, will be subject to all applicable rules for requesting and scheduling annual leave and shall be combined with annual leave and counted as annual for the purposes of annual leave carryover.**

If Designation 72 or 74 works the holiday, it is considered a regular workday and no DACA code is required.

Section 3. Part-time Flexible Rural Carriers, and Substitute Carriers

- A. The holiday pay for a part-time flexible rural carrier or substitute rural carrier is included in the daily rate. For a part-time flexible rural carrier or substitute serving a six (6) day route, the daily rate for the route is determined by dividing the annual salary by 301; for serving a J route, the daily rate is determined by dividing the annual salary by 275; for serving a K route, the daily rate is determined by dividing the annual salary by 249.
- B. For a part-time flexible rural carrier or substitute who is compensated on an hourly basis, the hourly rate is determined by dividing the annual salary by 1,992.

ARTICLE 12 PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENT

Section 1. Probationary Period

A. Statement of Principle

The probationary period for a new employee appointed as a regular rural carrier shall be ninety (90) calendar days. The Employer shall have the right to separate from its employ any probationary employee at any time during the probationary period, and these probationary employees shall not be permitted access to the grievance procedure in relation thereto. (See also Article 30.2.B.)

B. Falsification of Employment Application

The parties recognize that the failure of the Employer to discover a falsification by an employee in the employment application prior to the expiration of the probationary period shall not bar the use of such falsification as a reason for discharge.

C. Completion of Probationary Period

When an employee completes the probationary period, the employee's seniority will be accrued in accordance with Article 12.2.

D. Reemployment

When an employee who is separated from the Postal Service for any reason is rehired, the employee shall serve a new probationary period. If the separation was due to disability, the employee's seniority shall be established in accordance with Section 2, if applicable.

Section 2. Rural Carrier Seniority

In addition to the provisions listed below, rural carriers are covered by the seniority provisions in Section 1007 of the Postal Reorganization Act, which are intended to prevail.

A. Accruing Seniority

1. Rural carrier seniority begins to accrue with appointment as a regular rural carrier and continues to accrue while service is uninterrupted in the same post office.
2. The Employer shall be responsible for the administration of seniority. A current seniority list shall be posted on the official bulletin board and a copy of the seniority list shall be furnished to the Union. Thereafter, changes to the seniority list shall be made only when they occur and a copy of such changes will be provided to the Union.

B. Breaking Ties

1. Regular Rural Carriers

- a. When two (2) or more regular rural carriers are appointed from a hiring list on the same date, seniority is determined according to standing on the list.
- b. If the above does not break the tie, the following, in the order listed, shall be the determining factors. In each instance, continuous service shall be considered before non-continuous service.

- (1) Length of service as a regular rural carrier;
- (2) Length of service as a part-time flexible rural carrier;
- (3) Combined length of service as a substitute, RCA, RCR and/or auxiliary rural carrier;
- (4) Length of service as a career postal employee;
- (5) Earliest service computation date;
- (6) Numerical by the last three (3) or more numbers (using enough numbers to break the tie but not fewer than three (3) numbers) of the employee's social security number, from lowest to highest, 000 being the most senior.

The tie breaker provisions in subsection B.1.b. are used when any two or more employees are converted to regular status on the same date or there is a tie between one or more employees converted to regular status and one or more employees appointed from a hiring list.

2. Part-time Flexible Rural Carriers

When two (2) or more part-time flexible rural carriers are appointed on the same date, a tie shall be broken by applying the following factors. In each instance, continuous service shall be considered before non-continuous service.

- a. Length of service as a substitute rural carrier;
- b. Length of service as an RCA employee;
- c. Length of service as an RCR employee and/or auxiliary rural carrier;
- d. Length of service as an Emergency Hire, either as a Designation 74 or a Designation 78 (as used prior to July 21, 1981);
- e. Length of total prior postal service;
- f. Numerical by the last three (3) or more numbers (using enough numbers to break the tie but not fewer than three (3) numbers) of the employee's social security number, from the lowest to highest, 000 being considered "longest period of service."

An example of the tie-breaker for PTF rural carriers: Employee A and Employee B are appointed to PTF on the same date in the same office. It is necessary to break the tie and determine who is the senior PTF. We apply each factor as it is listed in Article 12.2.B.2. Neither carrier was a substitute rural carrier so the next factor is applied. Both PTFs have 6 years of service as an RCA; however, Employee A has served continuously as an RCA since 1994. Employee B served as an RCA from 1991 - 1994, resigned, and was hired again as an RCA from 1997 - 2000. Continuous service versus non-continuous service is applied to this factor to resolve the tie. Employee A has a longer period of continuous service and therefore will be the senior PTF.

3. Substitutes, Rural Carrier Associates and Rural Carrier Reliefs

- a. When the "longest period of service" becomes a factor for substitute rural carriers, a tie shall be broken by applying the following factors. In each instance, continuous service shall be considered before non-continuous service.
 - (1) Length of service as a substitute rural carrier;
 - (2) Length of service as an auxiliary carrier;
 - (3) Length of service as an Emergency Hire, either as a Designation 74 or Designation 78 (as used prior to July 21, 1981);
 - (4) Length of total prior postal service;
 - (5) Numerical by the last three (3) or more numbers (using enough numbers to break the tie but not fewer than three (3) numbers) of the employee's social security number, from lowest to highest, 000 being considered "longest period of service."

- b. When the "longest period of service" becomes a factor for rural carrier associates, a tie shall be broken by applying the following factors. In each instance, continuous service shall be considered before non-continuous service.

- (1) Length of service as an RCA employee;
- (2) Length of service as an RCR employee and/or an auxiliary rural carrier;
- (3) Length of service as an Emergency Hire, either as a Designation 74 or a Designation 78 (as used prior to July 21, 1981);
- (4) Length of total prior postal service;
- (5) Examination basic score;
- (6) Numerical by the last three (3) or more numbers (using enough numbers to break the tie but not fewer than three (3) numbers) of the employee's social security number, from lowest to highest, 000 being considered "longest period of service."

For rural carrier associates (RCA), the seniority tie breaker is the rural carrier examination basic score (examination score without veteran preferential points). The score that will be considered is either the score received by the carrier when appointed as an RCA or the score used for converting the employee from RCR to RCA.

If the rural carrier examination basic scores of all the affected RCAs are not readily accessible at the local or district office of the affected RCAs, the RCAs will be advised and given ten (10) days to produce record of their rural carrier examination basic scores. If submitted after ten (10) days, the score will be considered unavailable. If scores are available for all affected RCAs, the employees' rural carrier examination basic scores will be used to break the tie. The RCAs will be placed on the seniority list in order of rural carrier examination basic score from highest to lowest.

If rural carrier examination basic scores are not available for all affected RCAs or if two or more RCAs have the same rural carrier examination basic score, the seniority tie breaker will be numerical by the last three or more numbers (using enough numbers to break the tie but not fewer than three numbers) of the RCA's social security number, from the lowest to highest, 000 being the most senior or considered "longest period of service." (REF: Seniority Tie Breaker MOU, 11-20-1999)

- c. When the "longest period of service" becomes a factor for rural carrier relief employees, a tie shall be broken by applying the following factors. In each instance, continuous service shall be considered before non-continuous service.

- (1) Length of service as an RCR employee;
- (2) Length of service as an auxiliary carrier;
- (3) Length of service as an Emergency Hire, either as a Designation 74 or Designation 78 (as used prior to July 21, 1981);
- (4) Length of total prior postal service;
- (5) Numerical by the last three (3) or more numbers (using enough numbers to break the tie but not fewer than three (3) numbers) of the employee's social security number, from lowest to highest, 000 being considered "longest period of service."

- d. When a tie exists between an RCA and RCR when applying Article 30.2., the RCA shall be considered as having the "longest period of service."

Service as a TRC is used for RCA tie breaking as a factor of "total prior postal service."

C. Relative Seniority Upon Reassignment

1. A rural carrier who is involuntarily reassigned to a rural carrier position at another post office retains seniority for bidding on existing vacancies and on future vacancies.
2. Whenever a senior rural carrier elects to be reassigned in lieu of a junior carrier subject to reassignment, such carrier takes the seniority of the junior carrier.
3. Whenever a rural carrier voluntarily transfers to a rural carrier position in another post office, such as a mutual exchange or as the result of applying for a rural carrier vacancy, such carrier begins a new period of seniority in the new office. Such employee has no retreat rights or seniority protection.
4. When a rural vacancy is filled by voluntary transfer of a rural carrier in accordance with Article 12.3.E.1., seniority for filling the position will be determined on the basis of total service as a regular rural carrier.
5. When a rural carrier exercises the retreat rights provided by Article 12.5.C., that employee shall regain former seniority at that office upon return, augmented by the intervening employment in the other office.
6. If two or more rural carriers have been involuntarily reassigned to a rural carrier vacancy at another office, retreat rights to the first residual rural carrier vacancy at the former office or in accordance with Article 12.5.C., shall be determined by the rural carrier seniority taken at the office to which transferred, augmented by intervening employment in the other office.
7. When there is an excess of rural carriers in an office for any reason, the junior rural carrier will be considered excess and subject to reassignment.
8. When two or more offices are involved in a route consolidation which results in an excess rural carrier, the junior rural carrier of the offices involved shall be declared excess, provided there was a substandard route at the office. A senior rural carrier may elect to be reassigned in lieu of any junior rural carrier subject to reassignment, and such reassignment shall be considered involuntary.

Section 3. Rural Carrier Posting

A. Posting Requirements

1. Posting of a regular route is required as follows:
 - a. When an auxiliary rural route reaches an evaluation of forty-two (42:00) standard hours, it will be converted to a regular route within thirty (30) days of the increase to 42:00 standard hours, unless the increase is as a result of a **route evaluation**. Routes that increase to 42:00 standard hours as a result of a **route evaluation** will be **automatically** converted.
 - b. Post a vacant route which is not absorbed by consolidation or other service adjustments.
 - c. Post rural routes which have been changed (by either adding or subtracting territory) as a result of consolidation with other rural routes and/or conversion to city delivery service. This provision applies only if one or more regular rural carriers are displaced from their assigned routes and there are fewer rural routes remaining within the affected offices following such consolidation and/ or conversion to city delivery service.

A seasonal auxiliary route exceeds forty-two (42:00) standard hours while “in season” but does not exceed forty-two (42:00) standard hours while not in season, will not be converted to a regular route.

The addition or subtraction of territory is not exclusive to territory from the consolidated route/s. The change could be a result of territory being added or subtracted to or from any route.

For example: Route 1 is being consolidated and the territory is going to routes 2 and 3. Then territory from route 3 is added to route 4. Route 4 has been changed as a result of the consolidation.

*There will be limited occasions when a regular rural carrier will submit a bid for rural route assignments in accordance with MOU 7, which have been changed as a result of consolidation and are posted for bid due to the displacement of one or more regular rural carriers from their assigned routes. In these instances, should a regular rural carrier bid under the provisions of MOU 7, and be the senior bidder on a rural route assignment, the route will **not** be held in abeyance as prescribed by the MOU. The regular rural carrier will be awarded and assigned the bid-for assignment, and the route vacated by the carrier will be awarded in accordance with the provisions of Article 12.*

When a regular rural carrier is displaced from the assigned route as a result of a route consolidation and the route is posted in accordance with Article 12.3.A.1.c, but the regular carrier is ineligible to bid in accordance with MOU 7; the carrier will be assigned to the residual vacancy resulting from the posting. (REF: Letter of Mutual Understanding, 10-29-2009, NRLCA B-7)

- d. When rural carriers of different post offices agree upon a mutual exchange of offices and if all installation heads involved approve, the position currently occupied and to be vacated by each rural carrier will be posted for bid within each of the respective offices. Mutual exchanges may not be approved in an office to which a rural carrier has retreat rights or to an office that has excess rural carriers.
2. When a rural route becomes vacant, it shall be posted within thirty (30) days from the time it becomes vacant, except:
 - a. If a route consolidation, adjustment or conversion is pending in the appropriate area, a sixty (60) day extension may be made. The Union will be notified of the extension.

Management may extend the time frame for posting of a rural route vacancy an additional 60 days to consolidate, adjust, or convert a route(s). The 60-day extension is intended to be used to complete the adjustment package, including effecting territorial changes if the vacant route is consolidated. When consolidating an encumbered route, the adjustment package must be completed and the affected routes, including the original vacancy, must be posted with the extension period. The extension period is not intended to arbitrarily delay the posting of a vacant rural route beyond the 30 days pursuant to Article 12.3.A.2.

Should management fail to complete the adjustment package as outlined above, for any reason, within 90 days from the date of the original vacancy, the vacancy will be posted immediately in accordance with Article 12. If a rural carrier associate (RCA) is converted to regular rural carrier as a result of this posting, the placement will be retroactively effective to the beginning of the last pay period within 71 days of the date of the original vacancy. The RCA will be given the option for retroactive conversion or conversion on the effective date of the award.

Regular rural carriers awarded routes as a result of the immediate posting of the vacancy, will not be retroactively placed on the new assignment. However, the regular rural carrier may be entitled to a monetary settlement based on the difference in the route evaluations. The parties will determine on a case-by-case basis if the affected regular rural carrier is entitled to this compensation. (REF: Step 4 J06R-4J-C09401034)

- b. If a route becomes vacant as a result of the original posting, and it meets the criteria for conversion to a highway contract box delivery route at the time it becomes vacant, then the awarding process may be stopped at that point and the survey conducted relative to superseding of rural delivery by highway contract box delivery route service.
3. All vacant routes will be posted on the basis of evaluated time unless the evaluated time is less than 35:00 standard hours. These routes will be converted to auxiliary routes if:
 - a. The route is vacant, or
 - b. The route is encumbered and there is an existing regular rural route vacancy in the same office or in another office within fifty (50) miles.
4. Routes posted because of the addition or subtraction of territory in a route consolidation are not considered vacant.
5. Routes encumbered by carriers in a non-duty status are not considered vacant, except as otherwise provided in this Agreement.

B. Local Posting and Bidding of Regular Rural Routes

1. Post the vacancy at the vacancy post office, including stations and branches, for all regular rural carriers, substitute rural carriers, and rural carrier associates (RCAs) with one (1) year of continuous service as an RCA. The notice shall be posted for ten (10) calendar days.

When identifying “the longest period of continuous service in the office” for a leave replacement carrier, the time will include the assignment in the RMPO prior to its designation as such.

Example: Offices A & B are identified as RMPOs under an APO – Office C. The only RCA in Office A was appointed on May 12, 2007. The only RCA in Office B was appointed on January 17, 2009. The RCA with the longest period of continuous service in Office C was appointed on April 12, 2008, and the RCA with the second longest period of continuous service was appointed on June 19, 2010.

The “seniority” of the RCAs would be as follows:

- 1. RCA in Office A (RMPO) = longest period of continuous service*
- 2. RCA in Office C with appointment date of April 12, 2008(APO)*
- 3. RCA in Office B (RMPO)*
- 4. All other RCAs in Office C according to previous ranking.*

For the purposes of automated job bidding, all rural carriers domiciled in RMPOs are eligible to bid for all regular route vacancies in the RMPO and the APO, based on seniority. This eligibility extends to regular route vacancies between RMPOs assigned to the same APO finance number. In addition, rural carriers assigned to the APO are eligible to bid for regular route vacancies in the corresponding RMPO(s).

2. The notice shall include the following information for the vacant route, as well as for every regular rural route in the office: the official position identification number, the route number, the day of the week of the authorized relief day, whether a USPS vehicle will be provided, the route length, classification, number of boxes, number of stops, the volume factor, whether the route is a seasonal route and physical and other requirements, including possession of a valid State driver's license and, if necessary, a certificate of vehicle familiarization and safe operation. Additionally, the notice shall state that if the carrier is temporarily unable to perform the duties of any bid-for position, the carrier must have on file or submit, prior to the award of the position, medical

certification indicating that the carrier will be able to fully perform the duties of the bid-for position in order to have the position held in abeyance.

(See Memorandum of Understanding #7, page 140)

A sample of the Vacancy Notice is included as information below.

3. The notice shall clearly state that the bidding is not only for the existing regular route vacancy, but also for eligible rural carriers to bid on any regular route(s) in the office that may become available as a result of filling the vacant route on the original posting. The posted notice shall clearly state the method(s) to be used for eligible rural carriers to submit bids.
4. A copy of the notice shall be **provided** to the **appropriate District Representative** of the local Union.
5. When an absent regular rural carrier, PTF, substitute or RCA has so requested in writing, stating the employee's mailing address, a copy of any notice inviting bids from the craft shall be mailed to the employee by the installation head or designee. Employees in a non-duty status shall not be precluded from bidding, except as otherwise provided in this Agreement.
6. It is mandatory that rural carriers submit the required bidding information using the bidding method stated on the posting.
7. Eligible rural carriers must bid on all routes for which they have an interest, using the official position identification number(s), in the order of preference. The vacant position/route should only be listed as a choice if the carrier will accept that route if it becomes available as a result of filling the vacant route. A carrier who wishes to withdraw or change preferences on his or her bid must do so prior to the closing date of the posting.

A regular carrier will indicate, in order of preference, all routes which they will accept. Once the posting is closed, the carrier will not be able to decline a route on which they are the successful bidder. This provision will apply to all assignments bid by all rural carriers.

When a PTF chooses not to submit a bid or an RCA exercises the option to "Select All", when submitting a bid for a posting with multiple vacant routes, the JBM-Rural system requires certain logic be applied in order to determine the successful bidder(s). In these instances the system itself will list the routes in position number order assigning preference #1 to the lowest position number and continuing in ascending order for both preference number and position number.

In those circumstances when multiple vacant routes are posted and one or more PTFs or RCAs use the "Select All" option for bidding; the routes will be awarded in accordance with the preferences assigned by the JBM-Rural system. Additionally, there will be no recourse from the more junior rural carrier(s) regarding the route assignments as listed in the Final Award.

Once a rural carrier utilizes the "Select All" option for submission of a bid, the carrier may view the bid online and change the preferences assigned by the system or withdraw the bid, provided this action is taken prior to the closing date of the posting. (REF, Letter of Mutual Understanding, regarding Job Bid Management (JBM)-Rural, May 27, 2011)

Question: *Are RCAs required to submit a bid listing their preferences for routes?*

Answer: *RCAs are required to submit a bid for a posted vacancy if they desire to be considered for any residual vacancy based upon the longest period of continuous service in the office. There are three different options which may apply to RCAs when submitting bids:*

1) RCA submits a bid with no preferences listed. The RCA will be considered for any residual vacancy.

2) RCA submits a bid listing only preferred routes in order for which to be considered, i.e., routes with Employer provided vehicles assigned, only K routes, etc. In this scenario an RCA will not be awarded the residual vacancy if it is not listed as a preference.

3) RCA submits a bid for all routes, listing routes in order of preference (the bid will list all routes in the office). In this scenario, the RCA will be considered for any residual vacancy, but considered for their preferences first.

Question: When an RCA transfers to another office is the employee required to serve a year in the new office before being eligible to bid on regular route vacancies in that office?

Answer: No. RCAs obtain bidding rights after one year of service as an RCA. It makes no difference in which office(s) that time was served. However, when awarding a regular route, the RCA having the longest period of continuous service in the vacancy office will be awarded the route.

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8. When more than one regular route is posted, a PTF rural carrier(s) has a choice of bidding on residual vacancies based on the longest period of service in the office as a PTF rural carrier. Otherwise, there is no requirement for a PTF to bid.

Question: Is a PTF rural carrier required to submit a bid on PS Form 1717-A or through automated bidding listing the routes in the office in the order of preference?

Answer: A PTF rural carrier is not required to submit a bid listing the routes in order of preference. However, when more than one regular route is posted on the vacancy notice, PTFs may indicate their route preferences through automated bidding, in order to be provided a choice of the residual routes.

C. Awarding a Vacant Route

1. When it has been determined to fill a rural carrier vacancy, consideration shall be given to all regular rural carriers at the vacancy post office, including stations and branches. In addition:
 - a. Consideration shall be given to a rural carrier having retreat rights to that office; and
 - b. Consideration shall be given to any rural carrier from another office in the District or within one hundred (100) miles with one or more excess rural carriers. The parties may mutually agree to expand the area of consideration beyond 100 miles if they determine it is necessary to provide sufficient vacancies for offices with excess rural carriers.

In all instances, the above carrier(s) will bid for the posted vacancy, at the vacancy office with regular carriers, substitutes, and RCA applicants with one (1) year of current continuous service as an RCA.

2. The following shall be the order of consideration in the filling of a vacancy:
 - a. All regular rural carriers included in Section 1 above based on the seniority of the carrier.
 - b. The residual vacancy shall be awarded to a regular rural carrier who has been approved for a mutual exchange at the office in accordance with Article 12.5.A.3.
 - c. The residual vacancy shall be withheld when there are excess rural carriers for which there are not sufficient vacancies. The Union will be notified of the location and reason, when management determines to withhold vacancies.

Question: *If Office A has an excess rural carrier and there is a rural route vacancy in Office B, which is 75 miles away and in another district, can a rural carrier from Office A bid and be considered for the vacancy?*

Answer: *Yes. The rural carrier from Office A will be considered for the route vacancy in accordance with the provisions of Article 12.3.C.*

Question: *If the rural carrier in the previous question is awarded the vacancy, is the carrier entitled to relocation benefits and/or retreat rights?*

Answer: *No. This is a voluntary reassignment and the carrier is not entitled to either relocation benefits or retreat rights.*

Question: *How will rural carriers in offices with one or more excess carriers become aware of route vacancies in other offices, including those route vacancies in other districts?*

Answer: *Whenever an excessing situation exist, communication within the district and with other districts is necessary to ensure that rural carriers are made aware of route vacancies.*

Question: *Will all regular rural carriers in an office with excess rural carriers be considered, if they desire, on route vacancies within the district or within 100 miles or is this restricted to only the junior carrier(s)?*

Answer: *All regular carriers may be considered for these vacancies. This may reduce the number of involuntary reassignments occurring during an excessing situation.*

- d. If a vacancy still exists, it shall be awarded to the part-time flexible rural carrier at the office with the longest period of service in the office as a part-time flexible rural carrier, who will be converted to a regular rural carrier. In no instance will a part-time flexible rural carrier have the right to refuse conversion to regular rural carrier.

It is not necessary for PTF rural carriers to bid on vacant regular routes in the office to which they are assigned. The residual route will be awarded to the PTF with the longest period of service in the office as a PTF. The PTF will then be converted to a regular rural carrier. If there is more than one vacancy, the PTF with the longest period of service in the office as a PTF will choose among the vacancies. The PTF cannot decline conversion to a regular rural carrier in his or her office. Substitutes and RCAs will only be considered for vacant regular routes if there are more residual vacancies than PTFs in the office. A PTF will be allowed to bid on district-wide, regular route postings and will be considered after regular rural carriers who have submitted bids.

- e. If a vacancy still exists, it shall be awarded to a substitute rural carrier at the post office where the vacancy exists. The vacancy shall be awarded to the substitute applicant having accrued the longest period of continuous service as a substitute rural carrier and auxiliary rural carrier in that office, unless another substitute rural carrier is deemed to be substantially better qualified. Such continuous service is that which occurred immediately prior to the appointment.
- f. Consideration shall be given to a former substitute of that office who accepted appointment as a regular rural carrier at another office between July 21, 1981, and November 12, 1986.
- g. If a vacancy still exists, it shall be awarded to the RCA applicant having one (1) year of continuous service as an RCA and having accrued the longest period of continuous service as an RCA in that office, unless another RCA is deemed to be substantially better qualified.

Question: *When an RCA transfers to another office is the employee required to serve a year in the new office before being eligible to bid on regular route vacancies in that office?*

Answer: *No. RCAs obtain bidding rights after one year of service as an RCA. It makes no difference in which office(s) that time was served. However, when awarding a regular route, the RCA having the longest period of continuous service in the vacancy office will be awarded the route.*

Question: *Is it possible that an RCA can be awarded a residual vacancy ahead of an RCA bidder with a longer period of continuous service as an RCA?*

Answer: *Yes. If the RCA with the longer period of continuous service as an RCA only lists specific routes on the submitted bid, and the residual vacancy is not one of the listed preferences, then the more "junior" RCA will be awarded the residual vacancy.*

- h. Should an RCA, substitute or PTF rural carrier on the rolls (non-pay status) pursuant to Article 16.4 or 16.5, be awarded a bid under Article 12.3.C. or D., the RCA's, substitute's or PTF rural carrier's conversion to regular status will be processed after disposition of the employee's case either by settlement with the Union or through exhaustion of the grievance- arbitration procedure, provided the employee is returned to the rural carrier craft. The effective date of any such employee's conversion to regular status will be the pay period of the employee's return to work unless otherwise indicated in the disposition of the employee's case.
 - i. If a vacancy is awarded to a part-time flexible rural carrier, substitute rural carrier, or a rural carrier associate, the relief day will be designated at the exclusive discretion of the Employer. If the formula outlined under Article 9.2.C.5.b. requires the assignment of a Saturday relief day, a non-Saturday relief day will be designated for the awarded route and a Saturday relief day will be offered to rural carriers with non-Saturday relief days in the office pursuant to the provisions of Article 9.2.C.5.e.
- 3. The posted route and any other routes resulting from the original posting shall be awarded within ten (10) days to the senior qualified bidder, unless the residual vacancy has been withheld for an excess rural carrier or temporary reassignment. The employee shall be placed in the new assignment within twenty-one (21) days of being designated the successful bidder, except in the month of December. If the 21 days expires in December, management may make the placement in December, but in no case will the placement be delayed past the beginning of the first full pay period in January.

Residual vacancies may be withheld when there are excess rural carriers for which there are not sufficient vacancies (12.3.C.2.c.). The union will be appropriately notified of the held vacancies.

D. District Posting and Awarding

- 1. If the vacancy still exists, post the vacancy within ten (10) days for all rural carriers (regular carriers, part-time flexible rural carriers, substitutes, and RCAs with service in excess of one (1) year as an RCA) within the district. The notice shall be posted for fifteen (15) days at each office within the district. The posted notice shall clearly state the method(s) to be used for eligible rural carriers to submit bids. Bids may only be withdrawn during the 15-day posting period.
- 2. The notice shall state whether a USPS vehicle will be provided, identify the official position identification number, the route number, length, classification, number of boxes, number of stops, the volume factor, the day of the week of the authorized relief day, whether the route is a seasonal route and physical and other requirements, including possession of a valid State driver's license and, if necessary, a certificate of vehicle familiarization and safe operation.

3. The order of consideration for district postings shall be:
 - a. Regular rural carriers based on the seniority of the carrier **within the district**. Regular carriers who share the same seniority would then be considered by applying Article 12.2.B.1.b.(1) through (6).
 - b. Part-time flexible rural carriers based on longest period of continuous service as a part-time flexible rural carrier. Part-time flexible rural carriers who share the same length of continuous service as a part-time flexible rural carrier would then be considered applying Article 12.2.B.2.a. through f.
 - c. Substitute rural carriers based on the longest period of continuous service as a substitute rural carrier and auxiliary rural carrier, unless another substitute rural carrier is deemed to be substantially better qualified. Substitutes who share the same length of continuous service as a substitute rural carrier would then be considered by applying Article 12.2.B.3.a.(1) through (5).
 - d. Rural carrier associates having one year of continuous service as an RCA and having accrued the longest period of continuous service as an RCA, unless another RCA is deemed to be substantially better qualified. RCAs who share the same length of continuous service would then be considered by applying Article 12.2.B.3.b.(1) through (6).
4. The posted route shall be awarded within ten (10) days to the senior qualified bidder. The employee shall be placed in the new assignment within twenty-one (21) days of being designated the successful bidder, except in the month of December. If the 21 days expires in December, management may make the placement in December, but in no case will the placement be delayed past the beginning of the first full pay period in January.

E. Other Requirements to Fill a Vacant Regular Route

1. If the vacancy still exists, management may consider the application for reinstatement of a qualified former regular rural carrier, subject to applicable reinstatement provisions. Applications for reinstatement shall not be considered if a qualified regular rural carrier has a request for voluntary transfer on file at the post office to which the former rural carrier desires reinstatement or if a rural carrier associate or rural carrier relief employee is among the top three (3) on the hiring list for the office.
2. If the vacancy still exists, the vacancy will be posted again at the vacancy post office for all non-probationary RCAs in the office. The time requirements for posting and awarding the route and placement of the successful applicant are the same as provided in Articles 12.3.B. and 12.3.C. The order of consideration will be the non-probationary RCA having accrued the longest period of continuous service as an RCA.
3. If the vacancy still exists, it shall be filled competitively from a hiring list.

In making selections from the hiring list, RCAs and rural carrier relief (RCR) employees will be given preference in the selection procedure, provided such employees are among the top three (3) on the hiring list and all performance evaluations have been satisfactory or higher. If there is more than one (1) such employee in the top three (3), the vacancy shall be awarded to the RCA employee with the longest period of continuous, satisfactory service in the rural carrier craft, except that preference shall always be given to an RCA employee at the office where the vacancy exists. Such preference does not supersede the Employer's obligations with respect to veteran preference eligibles or affirmative action considerations.

If there is no RCA and more than one (1) RCR employee among the top three (3), the vacancy shall be awarded to the RCR with the longest period of continuous, satisfactory service in the rural carrier craft, except that preference shall always be given to an RCR employee at the office where the vacancy exists. Such preference does not supersede the Employer's obligation with respect to veteran preference eligibles or affirmative action considerations.

Section 4. Rural Carrier Temporary Reassignments

Temporary reassignment of a career rural carrier(s) may be made when there is insufficient work in the office or on the route as a result of an emergency situation.

- a. Temporary reassignments during and immediately following an emergency are covered by the provisions of Article 3.
- b. Once an emergency situation has been stabilized, management may make or continue temporary reassignments, if it is anticipated that the employee(s) will be able to return to their original work location or route within six months. The temporary reassignment may not exceed six months unless mutually agreed by management and the carrier.
- c. If it is later determined that the employee will not be able to return to their original work location/route within the defined or agreed upon time frame in item b., the provisions of Section 5, Rural Carrier Reassignments, will apply.
- d. To the extent possible, inconvenience to employees will be kept to a minimum.
- e. Residual vacancies in other offices may be put on an "emergency hold" and used to employ regular rural carriers and PTFs, until the temporary reassignment ends.
- f. The temporarily reassigned rural carrier can be used on any assignment prior to a non-career leave replacement.
- g. Management will make a reasonable effort to find other work opportunities for non-career leave replacements affected by e. & f. above. The affected non-career leave replacements can be used in another office prior to the RDWL, but they may not displace leave replacements in that office who are working on their primary assignment.

These situations would arise as a result of an emergency, caused by natural or man-made catastrophes, such as hurricanes, tornados, flooding, anthrax, etc. It is expected that the circumstances which have created the need for temporary reassignments would exist for a period of time not to exceed six months. However, the parties at the national level may mutually agree to exceed that six-month time period.

Question: *What type of work will be performed in a temporary reassignment?*

Answer: *Only work traditionally performed by rural carriers.*

Question: *What compensation will be provided to a rural carrier who is temporarily reassigned?*

Answer: *The rural carrier will continue to receive the salary for their assigned route.*

Question: *Can a rural carrier be temporarily reassigned to a route with a higher evaluation than their regular assigned route?*

Answer: *Yes. The rural carrier will receive compensation based on their assigned route not the temporary reassignment. Management will make reasonable efforts to provide temporary reassignments that will not exceed the weekly evaluation of the carrier's assigned route.*

Question: *If the carrier's regular route currently has an Employer provided vehicle assigned, will the temporary reassignment also provide a vehicle?*

Answer: *Management will make an Employer provided vehicle available for the temporary reassignment whenever possible.*

Question: *How far may a carrier have to travel for a temporary reassignment?*

Answer: *Management will make reasonable attempts to limit the inconvenience to the carrier when providing a temporary reassignment. The provisions of Handbook F-15, Travel and Relocation, will be applied, as necessary for temporary reassignments.*

Question 6: *Section g. indicates that management will also make reasonable effort to find work opportunities for non-career leave replacements who may be affected by either an “emergency hold” of residual vacancies or temporarily reassigned career rural carriers who may be utilized before them on assignments in their office. Are these leave replacements entitled to work assignments in accordance with Article 30.2?*

Answer: *In emergency situations when temporary reassignments may be necessary, the provisions of Article 12.5. will supersede Article 30.2. Management will make reasonable efforts to provide work opportunities for non-career leave replacements, such as serving routes prior to utilizing the Relief Day Work List; however, the priority will be to provide work opportunities to career rural carriers.*

Section 5. Rural Carrier Reassignments

A. General Reassignments

1. When there is an excess rural carrier in an installation, the carriers may bid in accordance with Article 12.3.C.1. If there is still an excess rural carrier, the junior rural carrier will be reassigned to an office with existing rural carrier vacancies in accordance with Article 12.3.C.2.c.
 - a. In those instances when there is an excess rural carrier due to the evaluation of a regular route decreasing to less than 35:00 standard hours, the junior carrier will be reassigned only if the existing rural carrier vacancy is in an office within fifty (50) miles of the installation.
 - b. A rural carrier involuntarily reassigned from one installation to another in accordance with Article 12.3.C.2.c. shall be given not less than thirty (30) days advance notice, if practicable. When making reassignments of excess carriers, the provisions of Article 12.5.B.4.c.(1) and (2) shall apply.
2. When a rural route or a substantial portion thereof is transferred from one post office to another, the incumbent has the option of being reassigned to the office(s) to which the employee's territory is assigned, provided a vacancy exists.
 - a. If the transfer of territory results in an excess carrier and the rural carrier elects to be reassigned with the route or substantial portion thereof, such reassignment shall be considered involuntary, and the employee retains that seniority in accordance with Article 12.2.C.1. If the incumbent does not elect to be reassigned, the junior rural carrier will be involuntarily reassigned to the office where the territory was transferred with the carrier's own seniority. However, any senior rural carrier may elect to be reassigned in lieu of the junior carrier with the seniority of the junior carrier in accordance with Article 12.2.C.2. and this reassignment will be considered voluntary and the carrier will not be entitled to retreat rights.
 - b. If the transfer of territory does not result in an excess carrier, only the incumbent carrier would have the option of being reassigned to the office to which the territory was assigned, and such reassignment would be considered voluntary. However, a carrier with retreat rights to this office would have priority for bidding on the vacancy in accordance with Article 12.5.C.

When a regular rural route is transferred from one office to another, the substitute, rural carrier associate, or rural carrier relief employee designated to serve the route being transferred shall be privileged to transfer with the route to the new office. If the employee transfers with the route, the transferring employee retains seniority gained at the original office, and the employee's seniority is merged with the seniority of all substitutes, rural carrier associates, and rural carrier relief employees assigned to the same finance number in the new office. (REF: Article 30.2.F.2)

When one or more rural routes are moved from one facility to another, a base hour change will be made to adjust the rural route evaluation.

When all rural routes are relocated from one post office to another, which is under the control of a different postmaster, the following will be applicable to the assignment of the rural carriers to the new facility.

The relocation of rural carriers from one post office to another, in these specific situations, is not considered excessing pursuant to the provisions of Article 12 of the USPS/NRLCA National Agreement.

Regular Rural Carriers:

All regular rural carriers will be reassigned to the new office to the same route they were serving in the original office (the route will be renumbered, if necessary) and seniority will be merged accordingly. The Relief Day Work List from the relocated (original) office will also be merged with the list of the new office using the seniority of each regular rural carrier. The selection of the carriers on the list on a rotating basis will continue from the last selection on the list at the office to which the carriers relocated (the "gaining" office).

If the "gaining" office is an office where the employer has changed the relief day of one or more K routes, there will be a recalculation of the formula upon the addition of rural routes and the relief days will be appropriately reassigned.

If the "losing" office (the office from which the rural routes are relocated) has changed the relief day of one or more K routes, all routes will revert to a Saturday relief day upon reassignment. Management may, at a later date, determine it is necessary to change the relief days in the office, provided the appropriate criteria are met.

If there is a reassignment of a part-time flexible (PTF) rural carrier and the gaining office has not changed the relief day of one or more K routes, it will be necessary to calculate the formula in the new office in order to ensure that the PTF is assigned to at least two K routes.

Any regular rural carrier who has relinquished their route in accordance with MOU #6 of the USPS/NRLCA National Agreement will be reassigned to the new office along with the designated route (numbers 960 – 989).

The reassignment of all rural routes and rural carriers to another post office will be considered an involuntary reassignment and a carrier may exercise retreat rights to the original office in accordance with Article 12 of the National Agreement. However, the provisions of Article 9.2.1.5. will not be applicable to these reassignments.

The provisions of Article 12.5.A.2. will be followed when one or more rural routes are subsequently returned to the original office. However, if all rural routes are returned to the original office, the provisions of this settlement will prevail.

Leave Replacements:

All leave replacements will be reassigned to the new office and "seniority" will be merged accordingly.

When identifying "the longest period of continuous service in the office" for leave replacements in the new office, the time will include the period of assignment in the original office. However, any time accumulated serving as a rural carrier associate (RCA) in an office prior to the assignment to the office from which the routes are relocated; will not be accrued towards the "longest period of continuous service" when merging "seniority."

Example: An RCA was appointed in Office A on May 12, 2007. On July 31, 2010, the rural routes are relocated from Office A to Office B and the "seniority" of the leave replacements is merged. The leave replacement with the longest period of continuous service in Office B is an RCA appointed on January 5, 2008. The RCA reassigned from Office A was appointed prior to the RCA in Office B and therefore, becomes the leave replacement with the longest period of continuous service in the office.

Substitutes and rural carrier associates in a leave earning capacity at the time of the route relocation (Designations 74 and 79) will maintain that leave earning status when assigned to the same rural route in the new (gaining) office. There will be no requirement to serve the route for 90 days in order to earn leave benefits.

The leave replacement assignment list (matrix) for the relocated office(s) will also be merged. Management may then review the list to determine if some movement of qualified leave replacements or additional cross training is necessary.

The provisions of Article 9.2.I.4. will apply to leave replacements. These carriers will not be considered "newly appointed" in accordance with Article 9.2.I.1.

If an auxiliary route exists and is relocated from one office to another office when all rural routes are reassigned, the leave replacement designated to serve the auxiliary route will continue that assignment. The designated leave replacement may not be "bumped" by another leave replacement with a longer period of continuous service in the office to which the routes is relocated.

If there is no leave replacement assigned to serve the auxiliary route that is relocated to the new office, the assignment will be offered in accordance with Article 30.2.G.

All leave replacements will be provided an opportunity to add their name to the list indicating their desire to work on Sunday. (REF: Step 4, Q06R-4Q-C 10218691, NRLCA, D-12)

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3. Regular rural carriers of different post offices may affect a mutual exchange of offices, provided all rural carriers and installation heads involved have signed the Mutual Exchange Request Form. Once the form is signed, the mutual exchange will be considered final and binding and can only be cancelled if all parties agree. If such an exchange occurs, each rural carrier will be assigned to the residual vacancy at the office to which reassigned in accordance with Article 12.3.C.2.b.
 4. A mutual exchange between regular rural carriers in the same post office or between a rural carrier and a member of another craft is prohibited.

The mutual exchange agreement form agreed to by the parties states in part "The signatures on this form signify the understanding of each individual that each regular carrier involved intends to be reassigned and work at the other carrier's office. Neither rural carrier intends to retire, resign or leave the rural carrier craft in lieu of transferring and being employed at the other office." (REF: Pre-Arbitration, Q00R-4A-C 06046409, NRLCA M-13)

B. Route Consolidations

Rural route consolidations will be handled under the following provisions:

1. All vacant routes will be considered for consolidation. All routes within one (1) office may be considered for route consolidation if a vacancy exists or if no carrier will be excessed from the rural carrier craft in the installation as a result of the consolidation.
2. Consolidations of encumbered routes currently evaluating to less than thirty-seven (37) standard hours may be made. If this causes an excessing situation, which is not eliminated by bidding in accordance with Article 12.3.C.1., reassignments will be made to offices with rural vacancies in accordance with Article 12.5.A.1.

Management may adjust or consolidate a route at any time in accordance with the provisions outlined in Articles 9 and 12, including after a rural carrier has been awarded a bid assignment. However, the posting and awarding procedure should not be interrupted for the purpose of adjusting a route, unless the residual route that became vacant as a result of the original posting meets the criteria for conversion to a highway contract route at the time it becomes vacant (REF: Step 4, G95R-4G-C 01207846)

When a rural route becomes vacant it must meet the conditions at the time it becomes vacant to be converted to contract delivery in accordance with Section 910 of the Methods (Management of Rural Delivery Services) Handbook M-38. If any route becomes vacant as a result of the original posting, and it meets the criteria for conversion to HCR at the time it becomes vacant, the posting may be stopped at that point and the survey conducted relative to supersedure of rural delivery by HCR service. (REF: Pre-Arb H7R-4R-C 17165)

3. In all consolidations of encumbered rural routes, the following will apply:
 - a. In normal circumstances, the most substandard routes within the same area will be consolidated first.
 - b. In any consolidation, dislocation and inconvenience to the rural carriers will be kept to a minimum.
4. Whenever consolidation of rural routes is planned, the affected rural carriers must be given adequate notice under the following provisions:
 - a. The rural carrier shall be notified of planned consolidation(s) affecting the employee's route. After a consolidation survey has been completed, a copy of Form 500, Survey of Rural Delivery Service, and the interim evaluations shall be provided the rural carrier affected by the consolidation proposal. The rural carrier shall be given an opportunity to submit comments and suggestions in writing at least ten (10) days before a final decision is made. In the event there is a consolidation in the absence of a vacancy, prior to such consolidation, the matter will be reviewed at the area level.
 - b. The rural carriers in offices where consolidation will result in excessing will be notified of all offices with vacant routes where the employees may bid in accordance with Article 12.3.C.1.
 - c. If there is still an excess rural carrier, reassignments will be made in accordance with Article 12.5.A.1., and the following provisions shall also apply:
 - (1) When two (2) or more rural carriers are notified of the same vacant routes, the senior carrier shall have first choice for reassignment to any office with vacant routes within the appropriate area.
 - (2) A reassigned rural carrier shall receive moving, mileage and per diem, and reimbursement for movement of household goods, as appropriate. Payment will be governed by the travel regulations as set forth in USPS Handbook F-15, *Travel and Relocation*.

C. Retreat Rights

1. An involuntarily reassigned rural carrier may exercise retreat rights when a vacancy occurs at the original office or in any office to which territory from the original office was transferred. If the route to which the carrier would retreat provides less compensation than the current guaranteed salary, the reassignment shall not be made unless the carrier agrees, in writing, at the time of assignment to terminate any guarantee during the guarantee period. Such an agreement by a rural carrier is irrevocable. Requests for retreat rights must be filed in writing at the time of reassignment.

- a. Acceptance or rejection of a vacancy in one (1) of the offices to which territory from the original office was transferred shall not forfeit the employee's right to return to the original office when a vacancy occurs there.
- b. A rural carrier who is reassigned to an office to which territory from the original office was transferred has retreat rights only to the original office, except that a rural carrier whose original office has no remaining rural routes shall have retreat rights to any other office to which territory from the original office was transferred. Such carrier may only exercise retreat rights one (1) time.
2. The rural carrier must exercise retreat rights to the first vacant route at the original office evaluated at forty (40) or more pay hours. Failure by the carrier to exercise this right to the first such vacancy waives his retreat rights to the original office.

D. Reverting to a Part-time Flexible Rural Carrier in Lieu of Reassignment

Any regular rural carrier may request to become a PTF in their office or in any office in their District and within 50 miles of their office, in lieu of being involuntarily reassigned outside of their office. Management may grant such request, provided there is a shortage of leave replacements in the office and there are sufficient routes to support a PTF assignment. The employee will have retreat rights and be converted to regular status in their original office, in accordance with Article 12.3.C.1.a. Regular carriers reverted to PTF in accordance with this provision shall be considered senior to PTFs established under Article 30.2.A.3.

If the regular rural carrier desires to be reverted to a PTF position in lieu of being reassigned out of their office, they should submit a written request. Management at the "gaining office" will respond to their request accordingly and is not required to accept the request for reversion.

Any regular carrier in the affected office may request to be reassigned to a PTF position when a potential excessing situation exists. However, in all instances, the "gaining office" must be able to support a PTF position and the request accepted by management.

The regular rural carrier reverted to PTF rural carrier will be considered senior to PTFs established in accordance with Article 30.2.A.3. If more than one regular rural carrier reverts to PTF in the same office, the "seniority" of the PTF will be determined by the date of appointment to PTF and then in accordance with Article 12.2.

A regular rural carrier reverted to PTF will have retreat rights and be converted to regular status in their original office if the opportunity presents itself. Upon conversion to regular rural carrier at the original office, their seniority as a regular rural carrier will be the same as it would otherwise have been without the PTF rural carrier assignment. When a regular rural carrier who has reverted to PTF rural carrier is converted to regular rural carrier in another office, the newly converted regular rural carrier retains retreat rights to their original office in accordance with Article 12.5.C.

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Section 1. Assistance for Employees

The Employer will make an effort to assist employees who through occupational injury or occupational illness are unable to perform their regularly assigned duties. This effort will consist of possible assignment to limited duty work if such is available.

The Employer may determine that with reasonable assistance the regular rural carrier is able to case and carry his or her entire route. With the exception of rural carriers working with a reasonable accommodation agreement, the parties have agreed if a regular rural carrier is unable to perform all the assigned duties of his or her route after a period of two years, the route is relinquished. (See MOU #6)

During the two-year period, management may assign regular rural carriers to perform limited duty work on their own route assignment within their medical restrictions. (See ELM 546)

To accommodate a regular carrier's or a rural carrier associate's medical limitation, due to an on-the-job injury, management may assign the carrier to duties other than the assigned route; however, such assignment should not be made if doing so would take away work to which other rural carrier craft employees are otherwise contractually entitled to under the National Agreement. (REF: Step 4, D91R-4D-C 94065591, NRLCA, A-124; Step 4, E06R-4E-C 12366715)

The parties agree when rural carriers are required to travel to a temporary duty station that is within a 50-mile radius of their permanent duty station, there is an entitlement to mileage reimbursement. In accordance with Handbook F-15, section 7-1, the mileage will be reimbursed for any mileage that exceeds the distance between home and your permanent duty station. If the mileage is less than or equal to that between home and the permanent duty station, mileage reimbursement cannot be claimed.

Section 2. Federal Employees' Compensation Act

It is understood that the provisions of this Agreement are subject to the obligations and responsibilities imposed by the Federal Employees' Compensation Act and its implementing regulations. Recognizing the mutual obligation to be fully responsive to the requirements of the Federal Employees' Compensation Act, the parties will cooperate in making every effort to insure that employees with job-related illnesses or injuries are returned to duty subject to their medical restrictions.

Section 3. No Light Duty Assignments

In the rural carrier craft, at any local installation, regular rural routes shall not be considered for any light duty assignment.

The collective bargaining agreement between the USPS and NLRCA does not provide light duty assignments in the rural carrier craft. Light duty work cannot be provided in other crafts as those collective bargaining agreements covering other crafts do not provide cross-craft assignments for rural carriers. (REF: Step 4, H7R-2D-C 16549)

ARTICLE 14 SAFETY AND HEALTH

Section 1. Responsibilities

It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility.

Section 2. Cooperation

A. Safety Administration

The Employer and the Union insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Mechanization, vehicles and vehicle equipment, and the work place must be maintained in a safe and sanitary condition, including adequate occupational health and environmental conditions. The Employer shall make available at each installation forms to be used by employees in reporting unsafe and unhealthful conditions. If an employee believes he is being required to work under unsafe conditions, he may: a) notify the supervisor who will immediately investigate the condition and take corrective action, if necessary; b) file a grievance if no corrective action is taken during the tour; and/or c) make a written report to the installation head.

B. Health Services

The Employer will make health service available for the treatment of job-related injury or illness where it determines they are needed. The health service will be available from any of the following sources: U.S. Public Health Service; other government or public medical sources within the area; independent or private medical facilities or services that can be contracted for; or in the event funds, spaces, and personnel are available for such purposes, they may be staffed at the installation. The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Worker's Compensation Programs, including employee choice of health services.

C. Occupational Safety and Health Act

The Employer will comply with Section 19 of the Williams-Steiger Occupational Safety and Health Act.

Section 3. Local Safety Meeting

As provided in Article 31, safety and health may be a subject of discussion in labor-management meetings. In such discussions, the participants shall review the progress in accident prevention, including the correction of correctable road and health hazards at the installation; determine program areas which should have increased emphasis; and they may investigate major accidents which result in disabling injuries.

The participants may make recommendations for actions on matters concerning safety and health to the installation head. The installation head shall, within a reasonable period of time, advise them that the recommended action has been taken or the reasons for not accepting the recommendations.

**ARTICLE 15
GRIEVANCE AND ARBITRATION PROCEDURE**

Article 15 places the responsibility on the parties' respective representatives at the first step of the grievance procedure and involve USPS district personnel and NRLCA district representatives at the second step of the grievance/arbitration process. These procedures represent an effort to foster better communication, greater trust, improved working relationships and the mutually desired increased opportunity to resolve grievances at the lowest possible level.

Section 1. General Policy

Grievances which are filed pursuant to this Article are to be processed and adjudicated based on the principle of resolving such grievances at the lowest possible level in an expeditious manner, insuring that all facts and issues are identified and considered by both parties. In the event that a grievance is processed beyond Step 1, both parties are responsible to insure all facts, issues and documentation are provided to the appropriate union and management officials at the next higher level of the grievance procedure. The parties further agree that at any step in the grievance procedure, the Union representative shall have full authority to settle or withdraw the grievance in whole or in part. The Employer representative, likewise, shall have full authority to grant, settle or deny the grievance in whole or in part.

Section 2. Definition

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement.

Section 3. Procedure

Step 1:

- a. Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union has learned or may reasonably have been expected to have learned of its cause. The employee may be accompanied by the steward or a Union representative, if the employee so desires.

The grievant and immediate supervisor shall actually discuss the issue and make every effort to resolve the grievance.

- b. For other than disciplinary actions the Union may also initiate a grievance at Step 1 in accordance with the above and may initiate a class grievance at Step 1 when the grievance concerns the complaint of more than one employee in the office. If the Union initiates a grievance, the steward or Union representative is the only appropriate party to meet with the appropriate supervisor.
- c. If no resolution is reached during such discussion, the supervisor shall promptly annotate a joint Step 1 grievance form, briefly indicating the issue and the date of the initial discussion, which constitutes the Step 1 filing date. The grievance will then be considered further by the installation head or designee and the steward or a Union representative.

Management is required to provide PS Form 8191, USPS-NRLCA Joint Step 1 Grievance Form to the grievant upon request. This is an official USPS form and is available on the Blue Page under Forms.

Instructions for completing PS Form 8191 are on the reverse side of the form. Both parties have a responsibility to ensure the form is properly completed.

After the supervisor has the opportunity to complete the required items on the PS Form 8191, the employee is responsible to file the grievance at Step 1.

- d. The installation head or designee will meet with the steward or a Union representative at the local installation as expeditiously as possible to jointly develop the facts and the grievance file and to attempt to resolve the grievance. The parties shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article 31. In those cases involving discipline, the parties may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions.

Management Responsibilities

As a representative of management, you are responsible for:

- 1. Responding promptly and professionally should a grievance arise.*
- 2. Allowing the employee or steward a full opportunity to present his or her point of view.*
- 3. Engaging in a constructive dialogue.*
- 4. Ensuring that time limits and other procedural requirements have been observed.*
- 5. Conducting whatever investigation is necessary to obtain all relevant facts in the grievance.*
- 6. Disclosing and exchanging with the union all relevant facts and documents.*
- 7. Completing management's portion of the USPS-NRLCA Joint Step 1 Grievance Form and including all relevant documents in the joint file.*

It is extremely important that you discover the who, what, where, when and why in every grievance. In order to uncover and present all the facts, many questions need to be asked. It is also important that you furnish the union with the necessary documents to support management's position.

It is your responsibility as a local manager to resolve as many grievances as possible at Step 1. When a grievance has merit, the supervisor or manager should admit it and correct the situation.

You have full authority to resolve any grievance. The decision on a grievance should be based on the facts of the situation and the provisions of the National Agreement or appropriate handbook or manual.

When necessary, you should consult with appropriate authorities when considering a settlement and/or remedy. Any remedy should restore the grievant(s) to the position they would have been if not for the violation.

Union Representative Responsibilities

As a representative of the union, you are responsible for:

- 1. Ensure that management is in compliance with its contractual obligations.*
- 2. Presenting a full and detailed explanation of the grievance with all available facts and contentions.*
- 3. Presenting the grievance in a professional manner and not creating or participating in an adversarial climate.*
- 4. Ensuring that time limits and other procedural requirements have been observed.*
- 5. Conducting whatever investigation is necessary to obtain all relevant facts in the grievance.*
- 6. Disclosing and exchanging with management all relevant facts and documents.*
- 7. Completing union's portion of the USPS-NRLCA Joint Step 1 Grievance Form and including all relevant documents in the joint file.*

It is extremely important for you to present all the facts in grievances and ask management representatives for any additional facts relevant to the case. It is also important that you furnish management with the necessary documents to support the union's position.

You have full authority to resolve or withdraw any grievance regardless of the issues. You also have an obligation to resolve the grievance at the local level, whenever possible. It is not the union's intent to appeal a grievance to the district level just to get a higher level of awareness of a local problem. It is in the best interests of the union to resolve problems at the local office.

At formal Step 1, the installation head or designee and the steward have the authority to resolve the grievance. Both parties are advised to use the RCAM as their guide to the contract. A resolution at this stage does not establish a precedent. While either representative may consult with higher levels of management or the union on an issue in dispute, this section establishes that the parties retain independent authority to settle the dispute at this level.

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- e. The joint grievance file shall include, at a minimum: (1) the joint Step 1 grievance form; (2) a full, detailed statement of undisputed facts; (3) full, detailed statements from management and the union of any disputed facts; (4) contentions of the parties; (5) contractual provisions involved; (6) any written statements from witnesses or other individuals; (7) copies of all relevant papers or documents; and (8) remedy sought.
 - f. If the parties are unable to resolve the grievance within ten (10) days of the Step 1 discussion, the Step 1 grievance form will be annotated accordingly, and the Union may appeal the grievance to Step 2 within seven (7) days thereafter. Such appeal must include copies of the joint grievance file and the Step 2 appeal form. The parties may extend these time limits, as necessary, by mutual agreement.

During the 10 days following the Step 1 filing the installation head and the steward should attempt to resolve the grievance while jointly developing the facts to resolve the issue and support the file.

Question: What is required in the joint grievance file?

Answer: The joint grievance file is created by the steward and installation head or designee at Step 1. It requires the completion of the PS Form 8191, which includes: full, detailed statement of disputed facts; full, detailed statements from management and the union of any disputed facts; contentions of the parties; contractual provisions involved; and remedy sought. It also requires, if necessary, written statements from witnesses or other individuals and copies of all relevant papers or documents.

Question: Is management required to also complete a PS Form 2608, Grievance Summary - Step 1, when handling a grievance?

Answer: No. The PS Form 8191 will now take the place of the PS Form 2608.

Question: Is there a place in the joint grievance file for the parties to document offers to settle that were not accepted?

Answer: No. However, it may be important to communicate this information to the representatives at the next Step of the grievance procedure. Therefore, information such as this may be documented and forwarded to the appropriate representatives separately.

Step 2:

- a. The Step 2 appeal shall be filed with the Manager, **Labor Relations**, at the appropriate district office. In all grievances appealed from Step 1 or filed at Step 2, the grievant shall be represented for all purposes by a steward or a Union representative.
- b. Within ten (10) days of the receipt of the appeal, the Employer's Step 2 representative will meet with the appropriate district representative or designee to attempt to resolve the grievance, unless the parties agree upon a later date. The parties shall cooperate fully in sharing all relevant and necessary information not previously included in the joint grievance file.

At the Step 2 meeting the Labor Relations Manager at the District level (or designee) and NRLCA District Representative (or designee) should:

- 1. Review the file and answer any remaining questions,*
- 2. Meet together, sharing any additional information that has come to light.*
- 3. Utilize RCAM as a resource to sustain, resolve, or withdraw the grievance if possible.*

Both parties are responsible for making objective decisions based on the facts, consistent with the National Agreement and application of the RCAM. Both parties are strongly encouraged to use the RCAM as their guide to the contract. A resolution at this stage does not establish a precedent unless the parties otherwise have agreed to in accordance with Article 15.2.Step 2.c. While either representative may consult with higher levels of management or the union on an issue in dispute, this section establishes that the parties retain independent authority to settle the dispute at this level.

In the event either party believes additional information is needed at Step 2, they each may seek additional information to augment the file. (REF: Step 4, E06R-4E-C09280405; NRLCA, WA-017C06WES)

The parties further agree that at any step in the grievance procedure, the Union representative shall have full authority to settle or withdraw the grievance in whole or in part. The Employer representative, likewise, shall have full authority to grant, settle or deny the grievance in whole or in part. (REF: Step 4, E06R-4E-C 09151956, NRLCA, G-5)

- c. Any settlement or withdrawal of a grievance in Step 2 shall be in writing but shall not be a precedent for any purpose, unless the parties specifically so agree or develop an agreement to dispose of future similar or related problems.
- d. Where agreement is not reached, the Employer's decision shall be furnished to the district representative or designee in writing within seven (7) days after the Step 2 meeting unless the parties agree to extend the seven (7) day period. The decision shall include a full statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.
- e. The Union may appeal an adverse Step 2 decision to Step 3 within fifteen (15) days after receipt of the Employer's decision, unless the parties' representatives agree to extend the time for appeal. Any appeal must include copies of (1) the joint grievance file, (2) the Employer's written Step 2 decision, and (3) the Step 3 grievance appeal form.

The Union may include any corrections or additions to Management's Step 2 decision letter in its appeal to Step 3. The filing of any corrections or additions does not extend the time limits for filing the appeal to Step 3. At the same time, a copy of the additions and corrections must be sent to the management Step 2 designee.

Step 3:

- a. Any appeal from an adverse decision in Step 2 shall be in writing to the Employer's Step 3 representative, with a copy to the Employer's Step 2 representative and the appropriate District **Labor Relations** Manager.
- b. The grievant shall be represented at the Step 3 level by the Union's Executive Committeeman, regional representative, or appropriate designee. Unless the representative is an assistant district representative or district representative, the representative shall not be the individual who acted as the Step 2 representative.
- c. In cases of discipline or discharge, the management representative at Step 3 shall be a person who has had no direct connection with the case and who is at a higher management level than the Employer's Step 2 representative.
- c. The Step 3 meeting of the parties' representatives to discuss the grievance shall be held within fifteen (15) days after it has been appealed to Step 3. Each party's representative shall be responsible for making certain that all relevant facts and contentions have been developed and considered.

Article 15.3. Step 3 does not preclude the introduction of a new argument at Step 3 of the grievance procedure and any additional facts or contentions would be so addressed in the written Step 3 decision. (REF: Step 4, G95R-4G-D 99114520; G95R-4G-D 99156692, NRLCA G-9)

The responsibility for ensuring all relevant facts and contentions have been developed and considered necessitates full discussion of the case file and any new arguments by the parties.

- e. The Employer's written Step 3 decision on the grievance shall be provided to the Union's Step 3 representative within fifteen (15) days after the parties have met in Step 3, unless the parties agree to extend the fifteen (15) day period. Such decision shall state the reasons for the decision in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed from Step 2.
- f. The Union may appeal an adverse decision for discharge cases directly to arbitration at the area level within ninety (90) days after the receipt of the Employer's Step 3 decision in accordance with the procedure hereinafter set forth. Discharge cases not appealed within this time limit shall be considered waived.

- g. The Union may appeal an adverse decision for cases other than discharge directly to arbitration at the area level within twenty-one (21) days after receipt of the Employer's Step 3 decision in accordance with the procedure hereinafter set forth, provided the Employer's Step 3 decision states that no interpretive issue under the National Agreement or some supplement thereto which may be of general application is involved in the case. Cases not appealed within this time limit shall be considered waived.
- h. If either party's representative maintains that the grievance involves an interpretive issue under the National Agreement, or some supplement thereto which may be of general application, the Union representative shall be entitled to appeal an adverse decision to Step 4 (national level) of the grievance procedure. Any such appeal must be made within twenty-one (21) days after receipt of the Employer's Step 3 decision and include copies of the joint grievance file, all grievance forms and appeal forms, and the Step 2 and Step 3 decisions. The Union shall furnish a copy of the Union appeal to the Employer's Step 3 representative and the appropriate District **Labor Relations** Manager.
- i. A copy of the Step 3 decision shall be enclosed with the letter of appeal to Step 4 or to arbitration as appropriate. It is further agreed that the National President of the Union or the Employer's representative shall have authority to overrule the parties at Step 3 regarding a mutual decision to appeal a case from Step 3 directly to arbitration.
- j. Where grievances appealed to Step 3 involve the same, or substantially similar issues or facts, one such grievance to be selected by the Union representative shall be designated the "representative" grievance. If not resolved at Step 3, the "representative" grievance may be appealed to Step 4 of the grievance procedure or to arbitration in accordance with the above. All other grievances which have been mutually agreed to as involving the same, or substantially similar issues or facts as those involved in the "representative" grievance shall be held at Step 3 pending resolution of the "representative" grievance, provided they were timely filed at Step 1 and properly appealed to Steps 2 and 3 in accordance with the grievance procedure.

Following resolution of the "representative" grievance, the parties involved in that grievance shall meet at Step 3 to apply the resolution to the other pending grievances involving the same, or substantially similar issues or facts. Disputes over the applicability of the resolution of the "representative" grievance shall be resolved through the grievance-arbitration procedures contained in this Article. In the event it is decided that the resolution of the "representative" grievance is not applicable to a particular grievance, the merits of that grievance shall also be considered.
- k. A grievance may be filed by the Union's Executive Committeeman directly at Step 3 of the grievance procedure where a policy matter at a district or area level is involved. Such policy must direct an action which violates the National Agreement and affects more than one office. The grievance may be filed prior to, but not later than fourteen (14) days after implementation of the change.

Step 4:

The parties shall meet at the national level promptly, but in no event later than twenty-one (21) days after appealing a Step 3 decision to Step 4 in an attempt to resolve the grievance. A written decision by the Employer will be rendered within fifteen (15) days after the Step 4 meeting unless the parties agree to extend the fifteen (15) day period. The decision shall include an adequate explanation of the reasons therefor. In any instance where the parties have been unable to dispose of a grievance, the National President of the Union shall be entitled to appeal it to arbitration at the national level within thirty (30) days after receipt of the Employer's Step 4 decision.

Section 4. Grievance Procedure — General

A. Observance of Principles and Procedures

The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible Step and recognize their obligation to achieve that end.

B. Failure to Meet Time Limits

The failure of the employee or the Union at Step 1, or the Union thereafter, to meet the prescribed time limits of the Steps of this procedure, including arbitration, shall be considered as a waiver of the grievance.

C. Failure to Schedule Meetings

Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance-arbitration procedure.

D. National Level Grievance

It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, such dispute may be initiated as a grievance at the Step 4 level by the President of the Union. Such a grievance shall be initiated in writing and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contention of the Union. Thereafter the parties shall meet at Step 4 within thirty (30) days in an effort to define the precise issues involved, develop all necessary facts, and reach agreement. Should they fail to agree, then, within fifteen (15) days of such meeting, each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to such issues. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the grievance at Step 4, the Union then may appeal it to arbitration, within thirty (30) days thereafter.

E. EEO Complaints

1. The processing of any grievance regarding an issue or fact situation which is also the subject of a formal EEO complaint shall be deferred until a final agency (USPS) decision or decision on appeal therefrom is rendered on the EEO complaint. The disposition of any allegation of discrimination in such proceeding shall be dispositive and binding on the same or similar issues presented in the deferred grievance. Management's Step 2 representative will provide written notification to the appropriate district representative that an EEO complaint has also been filed. In the event the grievance has been appealed to Step 3 or Step 4, management's Step 3 or Step 4 representative will provide the same written notice to the Union representative at the step involved.

Upon final disposition of the EEO complaint, only those contractual issues which are separate and distinct from the discrimination issue may be reactivated in the grievance process at the same Step at which the grievance was deferred. The grievance will be reactivated by immediate scheduling for discussion at the step of the grievance procedure which the grievance had reached when deferred or, if applicable, will be moved to the head of the arbitration docket.

Notwithstanding the foregoing, within fifteen (15) days after the filing of an EEO complaint, either party may notify the other that an otherwise deferrable grievance should continue to be processed where such grievance involves a removal action. Should the Union decline to continue to process a removal action after notification, such grievance shall be considered closed upon the expiration of the appropriate time limits for appeal or fifteen (15) days, whichever is longer.

In order to comply with a decision by a court, EEOC, or other federal agency to reemploy a former rural carrier, the former carrier may be assigned to any vacant or residual route or may take the assignment of the junior regular carrier at the facility at which formerly employed. The displaced regular carrier will be excessed in accordance with Article 12.5.A.1.

2. The Union, at the national and local levels, will take affirmative steps to ensure that bargaining unit employees are informed that they may not pursue essentially contractual matters simultaneously under the grievance and EEO process.

The Union, at the national and local levels, will not encourage dual filing of grievances.

Section 5. Arbitration

A. General

An appeal to arbitration must be submitted within the time limit for appeal as specified in this article. The National President of the Union must submit the appeal to the Employer at the national level.

Grievances appealed to arbitration are placed on the appropriate pending arbitration list in order of earliest date of appeal. There will be one pending list for grievances appealed to National Arbitration and two pending lists for grievances appealed to Area Arbitration for each Area Panel; one for discharge cases and the second for all other cases. Appeals received on the same date will be placed in sequence based on the Employer's grievance number from lowest to highest.

Cases shall be scheduled for arbitration at the National level in accordance with the procedures set forth in Section 15.5.C., and at the Area level in accordance with the procedures set forth in Section 15.5.D.

Any dispute as to arbitrability may be submitted and determined by the arbitrator. The arbitrator's determination shall be final and binding. The arbitrator shall render the award within thirty (30) days of the close of the hearing, or if briefs are submitted, within thirty (30) days of the receipt of such briefs on cases which do not involve interpretation of the Agreement, or are not of a technical or policy making nature. On all other cases, the award shall be rendered within thirty (30) days if possible. All decisions of the arbitrator shall be limited to the terms and provisions of this Agreement and in no event may the terms and provisions of this Agreement be altered, amended or modified by the arbitrator. Unless otherwise provided in this Article, all costs, fees and expenses charged by an arbitrator will be borne by the party whose position is not sustained by the arbitrator. In those cases of compromise where neither party's position is clearly sustained, the arbitrator shall be responsible for assessing costs on an equitable basis.

B. Selection of Panels

National and Area Arbitration Panels are established as set forth below.

The members of these panels will be selected in accordance with the procedure set forth below and will serve for the term of this Agreement and shall continue to serve for six (6) months unless the parties otherwise mutually agree. To assure the expeditious processing of grievances, the parties by agreement may increase the size of these panels at any time. Should vacancies occur, or additional members be required on the National or Area panels, such vacancies shall be filled by mutual agreement as follows:

1. Area Panels

In the event the parties cannot agree on individuals to serve on these panels, or to fill any vacancies which may exist, a list of seven (7) arbitrators will be supplied by the Federal Mediation and Conciliation Service for each selection to be made. The parties shall then proceed by alternately striking names from the list until only one individual remains. Thereafter, the parties shall offer the selected individual a position on the panel.

2. National Panels

When vacancies occur or additional members may be required on the National Panel(s), such vacancies will be filled in accordance with the selection procedure mutually agreed to by the parties at the national level.

C. National Arbitration

A National Panel of not more than three (3) arbitrators will be established to hear pending cases involving national interpretations or other cases which the parties agree have substantial significance. Member(s)

of the Area Panel may by mutual agreement be member(s) of the National Panel. Following the parties' decision to request hearing dates from the national arbitrators, these arbitrators will be assigned to hear cases on a rotating basis. The case pending with the earliest date of appeal to the national arbitration list will be scheduled for hearing unless the parties agree to schedule another case out of order.

Prior to the scheduled hearing, each party to the dispute may separately submit to the arbitrator who has been assigned the case, and to the other party to the dispute, a statement setting forth the following:

- a. the facts relevant to the grievance;
- b. the issue in the case; and
- c. the position(s) or contention(s) of the party submitting the statement.

The parties may by mutual agreement submit a joint statement to the arbitrator. A stenographic record will be taken if requested by either party to the dispute. In such case, the cost of such record shall be borne by the requesting party. The other party, upon request, will be furnished a copy of the record, in which case the cost of such record shall be borne equally by both parties to the dispute.

D. Area Arbitration

An Area Panel of arbitrators will be established to hear all cases not involving national issues. The parties may agree to establish additional Area Panels, as needed, to ensure geographical balance within the Area.

The Postal Service at the national level will request hearing dates from the arbitrator(s) on each Area Panel for a six (6) month period. A minimum of two (2) dates per month will be requested from each arbitrator. The Postal Service will provide the offered hearing dates to the Union, omitting the name of the arbitrator associated with each submitted date. The Union will accept or reject the offered dates within fifteen (15) days of receipt. Cases will be scheduled in two three (3) month increments in order of the earliest date of appeal on the appropriate pending discharge list. If there are other pending cases related to the employee's discharge grievance, these cases shall be scheduled for hearing along with the discharge case. After all cases on the pending discharge list have been scheduled for hearing, the pending cases on the appropriate non-discharge list will be scheduled in order of the earliest date of appeal. Once a case is scheduled before an arbitrator, postponement and rescheduling such case shall be with the same arbitrator, even if the hearing has not begun.

On one occasion during the 6-month period of accepted hearing dates for each Area panel, either party may elect to schedule the next pending case from the pending non-discharge list even if there are cases pending on the discharge list. If either party exercises this right, it will advise the other party prior to the first 3-month scheduling period, and the non-discharge case shall be scheduled on the last available date of the second 3- month schedule.

Should a case scheduled for hearing be resolved, withdrawn, or postponed more than 45 days prior to the hearing date, the next case pending on the discharge list for that Area Panel will be scheduled in its place. Should a case scheduled for hearing be resolved, withdrawn, or postponed less than 45 days, but more than 15 days prior to the hearing date, the next case pending on the discharge list for that district will be scheduled in its place. If there are no other discharge cases pending in the same district, the next pending non-discharge case in the same district will be scheduled. If there are no pending non-discharge cases in the same district, the parties may mutually agree to schedule a pending discharge case for a different district within the same Area Panel.

If the parties cancel an arbitration hearing date, resulting in a fee to the arbitrator, the party responsible for the cancellation is responsible for the fee. If the cancelled date is the result of mutual settlement or the unavailability of a back-up case, the parties will share in the cost of the fee.

Normally, a stenographic record shall not be taken at these hearings, nor post hearing briefs filed. However, either party may make exception to this policy. Arbitration hearings shall be held during working hours. Employee witnesses shall be on Employer time when appearing at the hearing provided the time spent as a witness is part of the employee's regular working hours.

The parties agree that Article 15.5.D specifies that employee witnesses shall be on employer time when appearing at a hearing, provided the time spent as a witness is part of the employee's regular working hours. Normally, rural carriers in a work status will perform their daily duties until their testimony is needed. (REF: Step 4 F06R-4F-C 11289402)

ARTICLE 16 DISCIPLINE PROCEDURE

Section 1. Statement of Principle

In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to, insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, violation of the terms of this Agreement, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance-arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

For minor offenses by an employee, management has a responsibility to discuss such matters with the employee. Discussions of this type shall be held in private between the employee and the supervisor. Such discussions are not considered discipline and are not grievable.

Following such discussions, there is no prohibition against the supervisor and/or the employee making a personal notation of the date and subject matter for their own personal record(s). However, no notation or other information pertaining to such discussion shall be included in the employee's personnel folder. While such discussions may not be cited as an element of a prior adverse record in any subsequent disciplinary action against an employee, they may be, where relevant and timely, relied upon to establish that employees have been made aware of their obligations and responsibilities.

The appropriate discipline which should be issued to a rural carrier craft employee may differ according to the offense; however, it is generally the case for those offenses that warrant progressive discipline, employees receive: letter of warning, seven-day suspension, fourteen-day suspension, and removal.

Just Cause Principle

The principle that any discipline must be for "just cause" establishes a standard that must apply to any discipline or discharge of an employee. Simply put, the "just cause" provision requires a fair and provable justification for discipline.

"Just cause" is a "term of art" created by labor arbitrators. It has no precise definition. It contains no rigid rules that apply in the same way in each case of discipline or discharge. However, arbitrators frequently divide the question of just cause into six sub-questions and often apply the following criteria to determine whether the action was for just cause. These criteria are the basic considerations that the supervisor must use before initiating disciplinary action.

*• **Is there a rule?** If so, was the employee aware of the rule? Was the employee forewarned of the disciplinary consequences for failure to follow the rule? It is not enough to say, "Well, everybody knows that rule," or, "We posted that rule ten years ago." You may have to prove that the employee should have known of the rule. Certain standards of conduct are normally expected in the industrial environment and it is assumed by arbitrators that employees should be aware of these standards. For example, an employee charged with intoxication on duty, fighting on duty, pilferage, sabotage, insubordination, etc., may be generally assumed to have understood that these offenses are neither condoned nor acceptable, even though management may not have issued specific regulations to that effect.*

*• **Is the rule a reasonable rule?** Management must make sure rules are reasonable, based on the overall objective of safe and efficient work performance. Management's rules should be reasonably related to business efficiency, safe operation of our business, and the performance we might expect of the employee.*

• **Is the rule consistently and equitably enforced?** A rule must be applied fairly and without discrimination. Consistent and equitable enforcement is a critical factor. Consistently overlooking employee infractions and then disciplining without warning is improper. If employees are consistently allowed to smoke in areas designated as No Smoking areas, it is not appropriate suddenly to start disciplining them for this violation. In such cases, management loses its right to discipline for that infraction, in effect, unless it first puts employees (and the unions) on notice of its intent to enforce that regulation again. Singling out employees for discipline is usually improper. If several similarly situated employees commit an offense, it would not be equitable to discipline only one.

• **Was a thorough investigation completed?** Before administering the discipline, management must make an investigation to determine whether the employee committed the offense. Management must ensure that its investigation is thorough and objective. This is the employee's "day in court" privilege. Employees have the right to know with reasonable detail what the charges are and to be given a reasonable opportunity to defend themselves before the discipline is initiated.

• **Was the severity of the discipline reasonably related to the infraction itself and in line with that usually administered, as well as to the seriousness of the employee's past record?** The following is an example of what arbitrators may consider an inequitable discipline: If an installation consistently issues seven -day suspensions for a particular offense, it would be extremely difficult to justify why an employee with a past record similar to that of other disciplined employees was issued a removal for the same offense. There is no precise definition of what establishes a good, fair, or bad record. Reasonable judgment must be used. An employee's record of previous offenses may never be used to establish guilt in a case you presently have under consideration, but it may be used to determine the appropriate disciplinary penalty.

• **Was the disciplinary action taken in a timely manner?** Disciplinary actions should be taken as promptly as possible after the offense has been committed.

Corrective Rather than Punitive The requirement that discipline be "corrective" rather than "punitive" is an essential element of the "just cause" principle. In short, it means that for most offenses management must issue discipline in a "progressive" fashion, issuing lesser discipline (e.g., a letter of warning) for a first offense and a pattern of increasingly severe discipline for succeeding offenses (e.g., short suspension, long suspension, discharge). The basis of this principle of "corrective" or "progressive" discipline is that it is issued for the purpose of correcting or improving employee behavior and not as punishment or retribution.

Section 2. Letter of Warning

A letter of warning is a disciplinary notice in writing, identified as an official disciplinary letter of warning which shall include an explanation of a deficiency or misconduct to be corrected.

If management is requiring the rural carrier to attend a pre-disciplinary interview, the rural carrier is entitled to be compensated for the time involved. (REF: Step 4, I95R-4I-C 98069816, NRLCA I-39)

Section 3. Suspensions

Suspensions shall not be served as time-off, but will be paper suspensions except in those cases when an employee is in a non-duty, non-pay status as described in Sections 4. and 5. below. Such paper suspensions shall indicate the length of the suspension with a written notice of the charges against the employee.

Paper Suspensions are limited to durations of either 7 or 14 days.

Paper suspensions must receive review and concurrence in accordance with Article 16.6.

Additionally, the parties agreed that management will provide a copy of each notice of suspension to the NRLCA District Representative at the time of issuance to inform the District Representative that the rural carrier

is receiving serious disciplinary action. In turn, the steward can help impress upon the rural carrier the seriousness of paper suspensions, which could ultimately lead to discharge. (REF: Letter of Understanding April 30, 2003, NRLCA S-77)

An employee who has received a fourteen (14) day paper suspension will be given a day of reflection, provided it is agreeable to the Union. If the employee is directed to take the day of reflection he or she will be placed in a paid, non-duty status for one (1) scheduled work day. The purpose of the day of reflection is for the employee to reflect upon the seriousness of the factors which led to the discipline, to consider that should the deficiency not be corrected, the employee can normally expect that the next step of progressive discipline will be removal, and to resolve to correct his or her behavior to conform to the standards necessary for the employee to remain with the Postal Service.

Prior to the employee being directed to take a day of reflection, the employee's Union representative and the Employer will conduct a mandatory session with the employee. During this session both the Union representative and the Employer will discuss with the employee the seriousness of his or her deficiency and attempt to reach an understanding and commitment by the employee to use the day of reflection on how to correct his or her deficiency and avoid subsequent removal. Both parties will impress upon the employee that should the employee fail to correct his or her behavior, the employee can normally expect that the next step of the progressive discipline will be removal.

The Union's participation in this session will not prejudice the Union's position in grievance-arbitration on the merits of the discipline. Failure to grant an employee a day of reflection will not be considered a denial of due process or be considered a procedural or substantive defense if the employee is subsequently removed.

A day of reflection is given only to regular rural carriers when issued a 14-day paper suspension.

After receipt of the copy of the notice of 14-day paper suspension, the District Representative or designee has 7 days to respond in writing, agreeing or disagreeing to the day of reflection. If the union elects for the employee to receive a day of reflection, a meeting will be scheduled with the employee, management and the district representative or designee.

During the session, the employee will be issued the Notice of Day of Reflection. A copy of this notice shall be provided to the appropriate NRLCA District Representative at the meeting. Management will determine the date of the day of reflection. However, the meeting with the employee, notification to the employee of the date of the day of reflection, and serving of the day of reflection should take place within fifteen (15) days after receipt of the written agreement from the union that the employee is to be given a day of reflection. Administrative leave is given for the day of reflection. The day of reflection should be coded as a "0" day, Other Leave, on Form 1314.

The meeting regarding the day of reflection is on the clock. Payment is authorized for the employee and one union steward (only as permitted in Article 17.2.A of the National Agreement) for time spent in the meeting. This meeting is in addition to any meetings pursuant to Article 15. The employee continues to have the right to file a grievance on the merits of the discipline. As stated in the changes, the union's participation in the meeting will not prejudice the union's position in grievance/arbitration on the merits of the discipline. In addition, any statements made by the union in the meeting are non-citable in the grievance/arbitration procedure as it relates to the merits of the discipline.

Section 4. Discharge or Crime Situation

In the case of discharge, any employee shall be entitled to an advance written notice of the charges against the employee and shall remain either on the job or on the clock at the option of the Employer for a period of thirty (30) days. Thereafter, the employee shall remain on the rolls (non-pay status) until disposition of the employee's case has been had either by settlement with the Union or through exhaustion of the grievance-arbitration procedure.

When there is a reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed, the advance notice requirement shall not apply and such an employee may be immediately removed from a pay status.

Nothing in Section 3 will preclude time-off suspensions in instances where modification of a discharge is agreed to by the parties as a settlement or a third party determines to reduce the penalty of discharge to a time-off suspension. Such instances of time-off suspension or non-pay, non-duty status do not entitle the employee to a day of reflection.

Through Article 16.4 an employee may be indefinitely suspended (non-work, non-pay status) where there is a reasonable cause to believe the employee may be guilty of a crime for which a sentence of imprisonment may be imposed. Although the advance written notice shall not apply, the employee is still entitled to a written notice within a reasonable period of time after the fact. The written notice must include the grievance appeal rights.

Section 5. Emergency Procedure

An employee may be immediately placed on an off-duty status (without pay) by the Employer, but remain on the rolls where the allegation involves intoxication (use of drugs or alcohol), pilferage, or failure to observe safety rules and regulations, or in cases where retaining the employee on duty may result in damage to U.S. Postal Service property, loss of mail or funds, or where the employee may be injurious to self or others. The employee shall remain on the rolls (non-pay status) until disposition of the case has been had. If it is proposed to discharge the employee, the emergency action taken under this section may be made the subject of a separate grievance.

The purpose of Article 16.5 is to allow the Postal Service to act "immediately" to place an employee in an off-duty status in the specified "emergency" situations.

Written Notice. *Management is not required to provide advance written notice prior to taking such emergency action. However, an employee placed on emergency off-duty status is entitled to written notice within a reasonable period of time after the fact.*

Section 6. Review of Discipline

In no case may a suspension or discharge be imposed upon an employee unless the proposed disciplinary action has first been reviewed and concurred in by a higher authority. Such concurrence shall be in writing.

In associate post offices of twenty (20) or less employees, or where there is no higher level supervisor than the supervisor who proposes to initiate suspension or discharge, the proposed disciplinary action shall first be reviewed and concurred in by a higher authority outside such installation or post office before any proposed disciplinary action is taken.

"Higher authority" may be either a higher organization level or an individual in a higher grade level and is not necessarily limited to the installation head or designee. The "higher authority" must document the review and concurrence in writing.

REF: National Arbitration Case: E95R-4E-D 01027978 EISCHEN REM 12-03-2002

Article 16.6 Review of Discipline of the Extension to the 1995-1999 USPS-NRLCA National Agreement:

Is not violated if the lower level supervisor consults, discusses, communicates with or jointly confers with the higher reviewing authority before deciding to propose discipline;

Is violated if there is a "command decision" from higher authority to impose a suspension or discharge;

Is violated if there is a joint decision by the initiating and reviewing officials to impose a suspension or discharge;

Is not violated if the higher level authority does not conduct an independent investigation and relies upon the record submitted by the supervisor when reviewing and concurring with the proposed discipline;

Is violated if there is a failure of either the initiating or reviewing official to make an independent substantive review of the evidence prior to the imposition of a suspension or discharge;

Is violated if there is no evidence of written review and concurrence prior to the imposition of a suspension or discharge.

Section 7. Veterans' Preference

A preference eligible is not hereunder deprived of whatever rights of appeal the employee may have under the Veterans' Preference Act. However, if the employee appeals under the Veterans' Preference Act, the employee thereby waives access to any procedure under this Agreement beyond Step 3 of the grievance-arbitration procedure.

A preference eligible who chooses to appeal the suspension of more than fourteen (14) days or the employee's discharge to the Merit Systems Protection Board (MSPB) rather than through the grievance-arbitration procedure shall remain on the rolls (non-pay status) until disposition of the employee's case has been had either by settlement or through exhaustion of the MSPB appeal.

See MOU 5 for further information.

Section 8. Employee Discipline Records

The records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two years, except that a Letter of Warning shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of one (1) year.

ARTICLE 17 REPRESENTATION

Section 1. Stewards

Stewards may be designated for the purpose of investigating, presenting and adjusting grievances.

Only authorized NRLCA representatives are entitled to represent rural letter carriers.

Section 2. Appointment of Stewards

A. Union Certification

The Union will certify to the Employer in writing a steward or stewards and alternates in accordance with the following general guidelines. Where more than one steward is appointed, one shall be designated chief steward. The selection and appointment of stewards or chief stewards is the sole and exclusive function of the Union. Stewards will be certified to represent employees in specific work location(s). The number of stewards shall be in accordance with the formula as set forth below:

Up to 49 rural carrier craft employees per post office, station or branch — 1 steward

50 or more employees — 2 stewards

B. Non-Employee Stewards

1. At the option of the Union, representatives not on the Employer's payroll shall be entitled to perform the functions of a steward provided such representatives are certified in writing to the Employer at the area level and providing such representatives act in lieu of stewards designated under the provisions of 2.A above.
2. A local steward who retires may continue to act as a local steward for a reasonable period of time at no cost to the Employer.

C. Other Union Representatives

1. To provide steward service to a number of small installations where a steward is not provided, a Union representative (district representative, assistant district representative, or area steward) certified to the Employer in writing and compensated by the Union may perform the duties of a steward.
2. Under the above conditions, except for the written certification, the district representative may also act in the absence of a local steward.
3. A district representative, an assistant district representative, or an area steward may handle a particular grievance in lieu of the local steward only upon written notification by the district representative to the local management.

Section 3. Rights of Stewards

When it is necessary for a steward to leave the work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the steward shall request permission from the immediate supervisor, and such request shall not be unreasonably denied. In the event the duties require the steward to leave the work area and enter another area within the post office, the steward must also receive permission from the supervisor from the other area the steward wishes to enter, and such request shall not be unreasonably denied.

The steward or other Union representative properly certified in accordance with Section 2. above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.

If an employee requests a steward or Union representative to be present during the course of an interrogation by the Inspection Service, such request will be granted. All polygraph tests will continue to be on a voluntary basis.

If a rural carrier is being interviewed by a steward pursuant to Article 17.3, the time involved in the interview is compensable. Rural Carriers (71 & 72) will be paid for such time on PS Form 8127 or equivalent auxiliary assistance at the option of the supervisor. Leave replacements will be paid for such time on PS Form 1314-A or equivalent auxiliary assistance at the option of the supervisor. (REF: Step 4, C95R-4C-C 01194393, NRLCA I-38.20)

In those circumstances in which the employee is involved in an investigatory interview/pre-disciplinary interview which he or she reasonably believes will result in discipline against him or her, and the employee requests representation, the Postal Service must provide a representative (NRLCA certified steward) if the interview is to continue. If an employee requests a steward to be present during the course of an interrogation by the Inspection Service or the Office of Inspector General (OIG), such requests will be granted.

Section 4. Payment of Stewards

The Employer will authorize payment only under the following conditions:

Grievances:

Steps 1 and 2 —One Union steward (only as permitted in Section 2.A) for time actually spent in grievance handling, including investigation and meetings with the Employer. The Employer will also compensate a steward for the time reasonably necessary to write a grievance. The aggrieved will be compensated (or provided equivalent auxiliary assistance) for time actually spent discussing the dispute with their immediate supervisor and for completing the employee portion of PS Form 8191 (if applicable) in accordance with Article 15.3 (Step 1) a.

Steward hours actually spent in grievance handling, including investigation and meetings with the Employer, will be recorded and accumulated. Upon the accumulation of eight (8) hours, a Z day will be provided. On those occasions where the steward will be unreasonably delayed, auxiliary assistance will be provided the steward, and the hours will not be recorded or accumulated.

This section clarifies that the steward will receive a "Z" day, Other Leave, upon accumulation of eight hours of recorded steward time. The time is accumulated only on occasions where the steward cases and carries his or her entire route in addition to steward duties.

F-21 Time and Attendance

588	Steward Duty
588.1	Accumulating DACA Code Z time Regular rural carriers accumulate time toward a day off (DACA code Z) when authorized to perform steward duty business on the same day as working on the route unless provided equivalent auxiliary assistance. The carrier will receive a day off, as scheduled by the Employer, when 8 or more hours are accumulated by entering DACA code Z on the rural certificate. A local record is kept to track the accumulated time. DACA code Z will not have any workhours.
588.2	DACA Code Z Carriers authorized to work the entire day on union business are coded a DACA code Z for the day. Enter the hours worked on steward duty in the Actual Wkly Work Hours block.

Section 5. Union Participation in New Employee Orientation

A representative identified by the Union shall be notified and provided ample opportunity to address new employees during the course of any employment orientation program for new rural carriers, provided that this provision does not preclude the Employer from addressing employees concerning the same subject. The union may choose to address new employees at the academy.

Management provides notification of new employee orientation to the appropriately identified Union representative. Generally, the notification to the union should be in writing, but certain circumstances may preclude this from occurring.

The NRLCA is responsible for providing the name of the representative making the union presentation to the District Manager, Human Resources.

Section 6. Checkoff

A. Deductions by Employer

In conformity with Section 2 of the Act, 39 U.S.C. 1205, without cost to the Union, the Employer shall deduct and remit to the Union the regular and periodic Union dues from the pay of employees who are members of the Union, provided that the Employer has received a written assignment which shall be irrevocable for a period of not more than one (1) year, from each employee on whose account such deductions are to be made. The Employer agrees to remit to the Union all deductions to which it is entitled prior to the end of the month for which such deductions are made. Deductions shall be in such amounts as are designated to the Employer in writing by the Union. The Employer shall provide the Union a Dues Remittance Report in an electronic format on a pay period basis.

B. Dues Authorization Form

The authorization of such deductions shall be in the following form: page 94.

C. Standard Form 1187 Honored

Notwithstanding the foregoing, employees' dues deduction authorizations (Standard Form 1187), which are presently on file with the Employer on behalf of the Union, shall continue to be honored and given full force and effect by the Employer unless and until revoked in accordance with their terms.

D. Payroll Deductions

The Employer agrees that it will continue in effect, but without cost to employees, its existing program of payroll deductions at the request and on behalf of employees for remittance to financial institutions including credit unions. In addition, the Employer agrees, without cost to the employee, to make payroll deductions on behalf of such organizations as the Union shall designate to receive funds to provide group automobile insurance for employees and/or homeowners/tenant liability insurance for employees, provided only one insurance carrier is selected to provide such coverage.

See revised NRLCA Form 1187 on next page.

Revised
NRLCA Form 1187
2017

**UNITED STATES POSTAL SERVICE
AUTHORIZATION FOR DEDUCTION OF DUES**

**RURAL CARRIER
CLASSIFICATION**

☐ Regular ☐ PTF ☐ Relief ☐ ARC

(SOCIAL SECURITY NUMBER)

(USPS EMPLOYEE I.D. NUMBER)

LASTNAME

FIRSTNAME

MI

MAILING ADDRESS

CITY

STATE

ZIP CODE +4

POSTAL INSTALLATION WHERE EMPLOYED

ZIP CODE OF INSTALLATION

INSTALLATION FINANCE NO.

SECTION A - AUTHORIZATION BY EMPLOYEE

I hereby assign to the **National Rural Letter Carriers' Association**, from any salary or wages earned or to be earned by me as your employee (in my present or any future employment by you) such regular and periodic membership dues as the union may certify as due and owing from me, as may be established from time to time by said Union. I authorize and direct you to deduct such amounts from my pay and to remit same to said Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for a period of one (1) year from the date of delivery hereof to you, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year, unless written notice is given by me to you and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year.

This assignment is freely made pursuant to the provisions of the Postal Reorganization Act and is not contingent upon the existence of any agreement between you and my Union.

Contributions or gifts (including dues) to the NRLCA are not tax deductible as charitable contributions. However, they may be tax deductible under other provisions of the Internal Revenue Code.

EMPLOYEE SIGNATURE

DATE

PHONE

EMAIL ADDRESS

SECTION B - FOR USE BY STATE ASSOCIATION

R - NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

SIGNATURE OF ACCEPTING UNION OFFICIAL

DATE

I hereby certify that the dues of this organization for the above named member, for the applicable designation, are currently established at \$_____ per pay period.

LOC #	STATE
DATE	REMIT #

STATE SECRETARY

SECTION C - FOR USE BY NATIONAL ASSOCIATION

Date of Delivery to Employer (For National Office use)

ANNIVERSARY DATE TO BE USED
AT USPS PERSONNEL OFFICE

Send to:

**ARTICLE
18 NO STRIKE**

Section 1. Statement of Principle

The Union in behalf of its members agrees that it will not call or sanction a strike or slowdown.

Section 2. Union Actions

The Union or its local Unions will take reasonable action to avoid such activity, and where such activity occurs, immediately inform striking employees they are in violation of this Agreement and order said employees back to work.

Section 3. Union Liability

It is agreed that the Union or its local Unions which comply with the requirements of this Article shall not be liable for the unauthorized action of their members or other postal employees.

Section 4. Legal Impact

The parties agree that the provisions of this Article shall not be used in any way to defeat any current or future legal action involving the constitutionality of existing or future legislation prohibiting Federal employees from engaging in strike actions. The parties further agree that the obligations undertaken in this Article are in no way contingent upon the final determination of such constitutional issues.

**ARTICLE 19
HANDBOOKS AND MANUALS**

Section 1. Statement of Principle

Those parts of all handbooks, manuals, and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Employee and Labor Relations Manual (ELM) and Handbook F-21, Time and Attendance.

Section 2. Initial Notice of Proposed Changes

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least thirty (30) days prior to issuance. Such notice shall identify the proposed changes in the appropriate handbook or manual, as they apply to the Rural Carrier Craft. After receipt of the notice, the Union may request a meeting concerning the proposed changes. Such request must be made within fifteen (15) days of receipt of the notice; and the meeting must be scheduled and held within thirty (30) days after receipt of the notice unless mutually agreed otherwise.

Section 3. Final Notice and Arbitration

Following the meeting and prior to publication, the Union will be given a final written notification of the changes which shall include any modifications to the initial proposed changes. Upon receipt of this final notice, if the Union believes the changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within thirty (30) days after receipt of the final notice. Absent a request for a meeting in accordance with the time limit set forth above, a request for arbitration must be submitted within forty-five (45) days of receipt of the initial notice of proposed changes. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours and working conditions, as they apply to employees covered by this Agreement, shall be furnished the Union upon issuance.

ARTICLE 20 PARKING

Section 1. Existing Parking Program

The existing parking program will remain in effect.

Section 2. Parking Security

Recognizing the need for adequate security for employees in parking areas, and while enroute to and from parking areas, the Employer will take reasonable steps, based on the specific needs of the individual location, to safeguard employee security, including, but not limited to, establishing liaison with local police authorities, requesting the assignment of additional uniformed police in the area, improving lighting and fencing, and where available, utilizing mobile security force patrols.

Section 261 of the AS 504, Space Requirements Handbook requires that rural carriers who are provided Postal-owned or Postal-leased vehicles be included along with other craft employees in the allocation of parking spaces for their personal vehicles at the facilities.

Section 3. Priority Parking

Rural carrier vehicles used for mail delivery will be given priority parking over non-delivery official vehicles, customer vehicles and privately owned vehicles not used for the delivery of mail.

Priority parking as provided in Article 20.3 of the USPS-NRLCA National Agreement means that rural carrier vehicles used for mail delivery will be assigned parking in close proximity to the loading dock or ramp for purposes of loading mail into the vehicle; and will be given priority parking over non-delivery official vehicles, customer vehicles and privately-owned vehicles not used for the delivery of mail. (REF: Step 4, E91R-4E-C 95010479, NRLCA, L-105)

ARTICLE 21 BENEFIT PLANS

Section 1. Health Benefits

The method for determining the Employer bi-weekly contributions to the cost of employee health insurance under the Federal Employees' Health Benefits Program (FEHBP) will be as follows:

- A. The Office of Personnel Management (OPM) shall calculate the subscription charges under the FEHBP that will be in effect the following January with respect to self only, self plus one, and self and family enrollments.
- B. The bi-weekly Employer contribution for self only, self plus one, and self and family plans is adjusted to an amount equal to 72% in 2023, 2024, and **January 2025**, of the weighted average bi-weekly premiums under the FEHBP as determined by OPM. The adjustment begins on the effective date determined by OPM in January 2023, January 2024, and January 2025.
- C. The weight to be given to a particular subscription charge for each FEHBP plan and option will be based on the number of enrollees in each such plan and option for whom contributions have been received from employers covered by the FEHBP as determined by OPM.
- D. The amount necessary to pay the total charge for enrollment after the Employer's contribution is deducted shall be withheld from the pay of each enrolled employee. To the extent permitted by law, the Employer shall continue to permit employees covered by this Agreement to make their premium contributions to the cost of each plan on a pre-tax basis, and shall continue to extend eligibility to such employees for U.S. Postal Service's flexible spending account plans for unreimbursed health care

expenses and work-related dependent child care and elder care expenses as authorized under Section 125 of the Internal Revenue Code.

- E. The limitation upon the Employer's contribution towards any individual employee shall be 75% in 2023, 2024, and 2025, of the subscription charge under the FEHBP in 2023, 2024, and 2025.

Section 2. Health Benefit Brochures

When a new employee who is eligible for enrollment in the Federal Employees' Health Benefit Program enters the Postal Service, the employee shall be furnished a copy of the Health Benefit Plan brochure of the Union.

Section 3. Life Insurance

The Employer shall maintain the current life insurance program in effect during the term of this Agreement.

Section 4. Retirement

The provisions of Chapter 83 of Title 5 of the U.S. Code and any amendments thereto shall continue to apply to employees covered by this Agreement.

Section 5. Injury Compensation

Employees covered by this Agreement shall be covered by subchapter I of Chapter 81 of Title 5 and any amendments thereto relating to compensation for work injuries.

The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Workers' Compensation Programs and any amendments thereto.

ARTICLE 22 BULLETIN BOARDS

The Employer shall furnish a separate bulletin board for the exclusive use of the Union, subject to the conditions stated herein, if space is available. If a bulletin board is not available, some space will be made available for the purpose outlined in this Article. The Union may place their literature rack in swing rooms, if space is available. Only suitable notices and literature may be posted or placed in literature racks. There shall be no posting or placement of literature in literature racks except upon the authority of officially designated representatives of the Union.

ELM 612.232 Suitability

Only suitable material should be posted on bulletin boards. It is the responsibility of the installation head to ensure the appropriate use of bulletin boards. In addition to providing bulletin board space for management use, the installation head must provide bulletin board space for union use consistent with the terms of the applicable collective bargaining agreement.

ARTICLE 23 RIGHTS OF UNION OFFICIALS TO ENTER POSTAL INSTALLATIONS

Upon reasonable notice to the Employer, duly authorized representatives of the Union shall be permitted to enter postal installations for the purpose of performing and engaging in official union duties and business related to the Collective Bargaining Agreement. There shall be no interruption of the work of employees due to such visits and representatives shall adhere to the established security regulations.

**ARTICLE 24
EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS**

Section 1. Continuation of Benefits

Any employee on leave without pay to devote full or part-time service to the Union shall be credited with step increases as if the employee had been in a pay status. Retirement benefits will accrue on the basis of the employee's step so attained, provided the employee makes contributions to the retirement fund in accordance with current procedure. Annual and sick leave will be earned in accordance with existing procedures based on hours worked.

Section 2. Leave for Union Conventions

Employees will be granted annual leave or leave without pay at the election of the employee to attend National, State and Area Union Conventions provided that a request for leave has been submitted by the employee to the installation head as soon as practicable and provided that approval of such leave does not seriously adversely affect the service needs of the installation.

Section 3. Leave Replacement

In the event a leave replacement is not available on a rural route, the installation head will make every reasonable effort to secure a leave replacement.

Management will make every reasonable effort to secure a replacement in order to grant annual leave request for those employees who elect to attend union conventions. (REF: B4R-4J-C 36911, NRLCA L-39)

**ARTICLE 25
HIGHER LEVEL ASSIGNMENTS**

Section 1. Salary Computation

A regular rural carrier is paid based on the evaluation of the route to which the carrier is assigned for the first 30 days of the temporary higher-level assignment. At the beginning of the next pay period following completion of the first 30 days, the carrier's salary is converted to that of a 40-hour evaluated route, attained step. The salary is then adjusted in accordance with the salary rules for changes under the salary schedule to which assigned.

Only regular rural carriers (Designation 71) may work a higher-level assignment. Part Time Flexible, Substitute, RCA, or RCR carriers are not eligible for a higher-level assignment.

An RCA is not eligible to perform duties or responsibilities that are included in the job description of a Supervisor, Customer Services. These duties include independently performing functions such as supervising carrier activities, assigning work, scheduling carriers and making changes to assignments based on mail volume. (REF: Step 4, E10R-4E-C 16006681)

Regular rural carriers when working higher level do not accumulate hours and are not paid for working over their daily evaluated hours in a day.

For timekeeping information see Handbook F-21, Section 585, Higher Level Assignments (DACA Code P is used for the first 30 days and when the higher-level work is intermittent.)

Question: *Must a Form 50 be processed for a rural carrier who is performing a higher-level assignment?*

Answer: *Yes. After thirty days in the temporary higher-level assignment a Form 50 is processed converting the carrier's salary to that of a 40-hour evaluated route. During the first thirty days of the assignment the carrier is compensated based on the evaluation of the route to which assigned.*

Section 2. Work Week

A rural carrier who normally serves a route six days a week or six days every other week who is detailed to a position under a different salary schedule for five 8-hour days in a service week will be paid for the full work week without carrying the route on Saturday.

ELM 422.44.b: A rural carrier who normally serves a route 6 days a week or 6 days every other week, temporarily assigned to a position under a different salary schedule for five 8-hour days in a service week, is paid for the full work week without carrying the route on Saturday.

Section 3. Written Order

Any employee detailed to higher level of work shall be given a written management order, (Form 1723, Assignment Order), stating the beginning and approximate termination, and directing the employee to perform the duties of the higher-level position. A copy of the Assignment Order shall be provided to the district representative. Such written order shall be accepted as authorization for the higher-level pay. The failure of management to give a written order is not grounds for denial of higher level pay if the employee was otherwise directed to perform the duties.

Section 4. Assignments in Excess of 180 Calendar Days

Once a regular rural carrier has been detailed to a higher level of work for a period of 180 calendar days, inclusive of the first 30 days of the assignment prior to the salary adjustment; the regular rural carrier must return to the assigned route. The regular rural carrier may not perform another higher-level assignment for a period of 90 calendar days.

PS Form 1723 must be given to the District Representative. Employees who are detailed to a higher level assignment are precluded from working their assigned route on the relief day.

The regular carrier must return and service their assigned route for ninety (90) days before going back on a higher level assignment.

The 180-day limitation does not apply to rural carriers who are on higher level only 1 or 2 days a week.

Part-time Flexible and RCA employees cannot serve in a high level capacity.

ARTICLE 26 ENERGY SHORTAGES

In the event of an energy crisis, the Employer shall make every reasonable attempt to secure a high priority from the appropriate Federal agency to obtain the fuel necessary for the satisfactory maintenance of postal operations. In such a case, or in the event of any serious widespread energy shortage, the Employer and the Union shall meet at the national level to discuss the problems and proposed solutions.

ARTICLE 27 EMPLOYEE CLAIMS

Section 1. Statement of Principle

Subject to a \$10 minimum, an employee may file a claim within fourteen (14) days of the date of when the employee has learned or may reasonably have been expected to have learned of the loss or damage and be reimbursed for loss or damage to the employee's personal property, except for motor vehicles and the contents thereof, taking into consideration depreciation where the loss or damage was suffered in connection with or incident to employment while on duty or while on postal premises. The possession of the property must have been reasonable or proper under the circumstances and the damage or loss must not have been caused in whole or in part by the negligent or wrongful act of the employee. Loss or damage will not be compensated when it resulted from normal wear and tear associated with day-to-day living and working conditions.

The above procedure does not apply to motor vehicles and the contents thereof. For such claims, employees may utilize the procedures of the Federal Tort Claims Act in accordance with Part 25 of the *Administrative Support Manual*. Tort claims are for damage or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of an employee (other than the claimant) while acting within the scope of employment. The procedure specified therein shall be the exclusive procedure for such claims, which shall not be subject to the grievance-arbitration procedure. A tort claim may be filed on SF 95, which will be made available by the installation head or designee.

Section 2. Claims Procedure

Claims should be documented, if possible, and submitted with recommendations by the Union steward to the Employer at the local level. The Employer will submit the claim, with the employee's and the steward's recommendation, to the district office for determination. An adverse determination may be appealed to Step 3 of the grievance-arbitration procedure.

ARTICLE 28 EMPLOYER CLAIMS

Section 1. Statement of Principle

The parties agree that continued public confidence in the Postal Service requires the proper care and handling of USPS property, postal funds, and the mails. In advance of any money demand upon an employee for any reason, the employee must be informed in writing and the demand must include the reasons therefor.

Section 2. Shortages in Fixed Credits

Employees who are assigned fixed credits or vending credits shall be strictly accountable for the amount of the credit. If any shortage occurs, the employee shall be financially liable unless the employee exercised reasonable care in the performance of the employee's duties. In this regard, the Employer agrees to:

- A. Continue to provide adequate security for all employees responsible for postal funds;
- B. Prohibit an employee from using the fixed credit or other financial accountability of any other employee without permission;
- C. Grant the opportunity to an employee to be present whenever the fixed credit is being audited and, if the employee is not available, to have a witness of the employee's choice present; and
- D. Absolve an employee of any liability for loss from cashing checks if that employee follows established procedures.

Section 3. Loss or Damage of the Mails

An employee is responsible for the protection of the mails entrusted to the employee. Such employee shall not be financially liable for any loss, rifling, damage, wrong delivery or depredation of the mails or failure to collect or remit C.O.D. funds unless the employee failed to exercise reasonable care.

Whether an employee exercised reasonable care is a matter suitable for local determination, based on the individual fact circumstances. (REF: Step 4, G00R-4G-C 04195837, NRLCA, L-76)

Section 4. Damage to USPS Property and Vehicles

An employee shall be financially liable for any loss or damage to property of the Employer including leased property and vehicles only when the loss or damage was the result of misconduct of such employee.

Pursuant to statutory and judicial mandates, government (postal) employees are protected from liability for vehicle accidents arising out of their negligence while acting in the scope of their employment. (REF: Step 4, H4R-3A-C 55106, NRLCA, L-73.10)

“...the term “misconduct” contained in Art. 28.4 cannot be construed to include claims based in negligence. Accordingly, Art. 28.4 does not authorize the USPS to seek reimbursement for damage to its vehicles or property arising out of the mere negligence of rural letter carriers.”

In order to properly invoke Art. 28.4, the USPS must establish that a rural letter carrier’s conduct was “willful in character” ... It need not, however, demonstrate that the conduct was consciously undertaken, as the terms “deliberate” and “willful” connote.

“Deliberate” is defined as “[f]ormed, arrived at or determined upon as a result of careful thought and weighing of consideration...” “Willful” is defined as: “Proceeding from a conscious motion of the will; voluntary. Intending the result which actually comes to pass; designed; intentional; not accidental or involuntary...” Whether conduct which causes damage to USPS vehicles or other property is “willful in character” and thus constitutes “misconduct” under Article 28.4 must be determined on a case by case basis. (REF: National Arbitrator M. David Vaughn, E9SR-4E-C 96093123, B91R-4B-C 96039923, B91R-4B-C 96039674)

Section 5. Collection Procedures

- A. If a grievance is initiated and advanced through the grievance-arbitration procedure or a petition has been filed pursuant to the Debt Collection Act, regardless of the amount and type of debt, collection of the debt will be delayed until disposition of the grievance and/or petition has been had, either through settlement or exhaustion of contractual and/or administrative remedies.
- B. No more than 15 percent of an employee’s disposable pay or 20 percent of the employee’s biweekly gross pay, whichever is lower, may be deducted each pay period to satisfy a postal debt, unless the parties agree, in writing, to a different amount.

When collecting a debt from an employee, the Postal Service must adhere to the requirements of Article 28 and Chapter 460 of the Employee & Labor Relations Manual (ELM).

Section 437 of the ELM provides a mechanism for an employee to request a Waiver of Claims for Erroneous Payment of Pay.

ARTICLE 29

LIMITATION ON REVOCATION OF DRIVING PRIVILEGES

Section 1. Employer's Right to Revoke

An employee's driving privileges may be revoked or suspended when the on-duty record shows that the employee is an unsafe driver.

The parties agree that Article 29 and Handbook EL-804, Safe Driver Program, must be followed when management is considering suspension of driving privileges. Article 29 addresses the administrative action of suspension or revocation of driving privileges due to the on-duty record; while Handbook EL-804 requires the assessment of the individual circumstances surrounding each accident to determine whether a temporary suspension of driving privileges is warranted.

The parties also agree there are no provisions for the automatic suspension of an employee's driving privileges based on the sole fact that the employee was involved in a motor vehicle accident. (REF: Step 4, B10R-4B-C14186310)

Section 2. Revocation Considerations

Elements of an employee's on-duty record which may be used to determine whether the employee is an unsafe driver include, but are not limited to, traffic law violations, accidents or failure to meet required physical or operation standards.

When a revocation, suspension, or reinstatement of an employee's driving privileges is under consideration, only the on-duty record will be considered in making a final determination. An employee's driving privileges will be automatically revoked or suspended concurrently with any revocation or suspension of the employee's State driver's license and restored upon reinstatement. In the event such revocation or suspension of the State driver's license is with the condition that the employee may operate a vehicle for employment purposes, the employee's driving privileges will not be automatically revoked. When revocation, suspension, or reinstatement of an employee's driving privileges is under consideration based on the on-duty record, such conditional revocation or suspension of the State driver's license may be considered in making a final determination.

No installation will maintain a practice of revoking an employee's driving privileges without regard for the individual accident circumstances.

The standard job description for a rural carrier indicates that one of the requirements for the position includes the possession of a valid state driver's license. A rural carrier must maintain a valid state driver's license in accordance with Handbook EL-804, Safe Driver Program, Section 411, Employee Responsibilities.

Article 29.2 states in part, "An employee's driving privileges will be automatically revoked or suspended concurrently with any revocation or suspension of the employee's State driver's license and restored upon reinstatement." If the state requires an interlock ignition device to be installed for a rural carrier to operate a vehicle, the employee's driving privileges remain revoked.

The state may also approve an employee to operate an Employer-provided vehicle for employment purposes, without any restrictions. In these situations, the employee is responsible for submitting proper documentation of the state's exception to management. If the proper documentation is provided, the employee's driving privileges will be reinstated. (REF: Step 4, B15R-4B-C 18300725)

Section 3. Initial Certification

An employee shall receive Vehicle Familiarization and Safe Operation Certification when the employee has a valid State driver's license, has satisfactorily completed the Postal Service driver's training and has a satisfactory driving history.

Section 4. Employee Notification

An employee must inform the supervisor immediately of the revocation or suspension of the employee's State driver's license.

Section 5. Licensed Drivers Provided by Employee

In the event a regular rural carrier, substitute rural carrier or a **Designation 74-0/79-0** rural carrier associate loses his or her driving privileges, a licensed driver meeting the Employer's driving standards may be provided by the regular rural carrier, substitute rural carrier or the **Designation 74-0/79-0** rural carrier associate at the carrier's option and expense for a period not to exceed one (1) year. This paragraph is applicable to only the employee's personal vehicle.

This section applies only to regular rural carriers (Designation 71) and substitute rural carriers (Designation 72), Designation 74 & 79 rural carrier associates. PTF's are not permitted to provide a licensed driver.

Section 5. above does not apply to routes where there is an employer provided vehicle assigned to the route.

ARTICLE 30 WORKING RULES FOR RURAL CARRIERS

Section 1. General Provisions

A. Even Flow of Mail

The Employer shall make every effort to **maintain consistent processing of mail.**

The postmaster shall follow the usual practices as used throughout the year, including instructions if any, on office procedures, to assure the same mail flow conditions prevail during Mini Mail Survey.

B. Space and Working Conditions

A reasonable amount of space and adequate working conditions consistent with the capacity of the facility shall be provided each rural carrier to prepare mail for delivery.

C. Non-Conforming Boxes

A rural carrier may not be required to serve a box which does not conform to the Employer's delivery standards.

POM 632.53

Carriers must report to the postmaster any existing mailboxes that no longer conform to postal regulations. The postmaster sends PS Form 4056, Your Mailbox Needs Attention, to the owners of these boxes to request that they remedy the irregularities or defects. All newly installed or replacement mailboxes must be approved models in accordance with USPS-STD-7. A current listing of approved manufacturers and models can be obtained from the office listed in section 632.511.

The parties agree that according to Postal Service standards, a locked box should have a slot large enough to accommodate the customer's normal daily volume of mail. The parties further agree that there may be instances during a mail count when additional time is warranted for making more than one pass to a compliant locked mailbox dependent on the particular fact circumstances. (REF: Pre-Arb, E00R-4E-C 05142676, Golden, CO, NRLCA, L-24)

D. Roads and Approaches

Rural carriers shall be required to provide service to all customers on their assigned routes. The Employer shall be kept informed of road conditions on rural routes and shall endeavor to obtain cooperation from highway officials and customers in keeping roads passable and in good repair and approaches to boxes opened.

E. Route Remeasurement

Rural routes shall be remeasured upon request of the rural carrier or when the Employer determines it necessary. The rural carrier assigned to the route has the right to be present in a non-duty status at the remeasurement.

Remeasurement of existing rural routes where there is no addition or deletion of territory since the last route remeasurement or route evaluation is not a violation, and a base hour change is proper. (REF: Pre-Arb, H1R-4C-C 17573, NRLCA, R-146)

F. Lunch Break

1. Rural carrier craft employees may stop for not more than thirty (30) minutes for lunch. If carriers stop for lunch, the exact time used must be recorded.
2. Lunch may be taken in segments of less than thirty (30) minutes, at the carrier's option, provided the time taken does not exceed thirty (30) minutes. Segments may be taken in the office or on the route, provided the normal schedule is maintained to the extent possible. The parties agree that the lunch time taken by the carrier is not compensable.
3. Rural carrier craft employees may be permitted to travel a reasonable distance off their prescribed line of travel to and from an authorized lunch stop.

Local management may not establish a policy that is inconsistent with this language. (REF: Step 4, H00R-4H-C 04215361, NRLCA, L-8)

This provision prohibits management from requiring a rural carrier to take a thirty (30) minute lunch break. (E15R-4E-C 17339669)

G. Scheduling

Scheduling is the responsibility of the Employer. Schedules shall be realistic, based upon the receipt and availability of the mail, the route evaluation, and other related service considerations. The rural carrier will receive reasonable advance notice when the schedule is to be changed. When the Employer changes the relief day of the regular carrier in accordance with Article 9.2.C.5.d. and 9.2.C.5.e., the carrier will receive notice of the change no later than the Saturday of the service week preceding the effective week of the change.

"The parties agree that scheduling is the responsibility of management. Except in emergency situations, when management deems it necessary to change or modify the intended work assignment of a leave replacement employee, management will make reasonable efforts to notify the employee in a timely manner." (REF: Step 4, E00R-4E-C 02148230, NRLCA, S-18)

H. Acts of God

When Acts of God prevent an employee from performing the employee's duty, the Employer may authorize administrative leave. Equipment Maintenance Allowance will be paid for each service day a rural carrier reports to the post office and is scheduled to perform delivery. If the carrier fails to serve all or any portion of the route due to lack of proper endeavor or any failure for which the carrier is responsible, appropriate deductions from salary and Equipment Maintenance Allowance will be made based on miles omitted.

ELM 519.211 Acts of God involve community disasters such as fire, flood, or storms. The disaster situation must be general rather than personal in scope and impact. It must prevent groups of employees from working or reporting to work.

ELM 519.213 Postmasters and other appropriate postal officials determine whether absences from duty allegedly due to "acts of God" were, in fact, due to such cause or whether the employee or employees in question could, with reasonable diligence, have reported for duty.

Handbook F-21, Time and Attendance, Section 582.3 addresses the appropriate compensation for rural carriers due to an act of God.

If a rural carrier reports to work on the relief day but is not able to complete their normal duties due to an act of God, a full day's compensation is provided, to include equipment maintenance allowance, if applicable. For example, if a decision is made to curtail mail delivery after the regular rural carrier cases mail for two hours, DACA Code 3 or 5 is recorded on PS Form 1314, as appropriate, and compensation is provided for a full day. (REF: Q10R-4Q-C 16106590)

I. Turning in Mail and Funds

Rural carriers will turn in all mail and funds upon their return from the route. Normally, the Employer will arrange for hand-to-hand transfer of accountability. However, the Employer may provide other suitable methods for relieving the carrier of accountability. In either event, the rural carrier's liability shall be determined as specified in Article 28, Employer Claims.

(REF: Handbook P0-603, Rural Carrier Duties and Responsibilities, Section 48, Saturday Clearance and RMPO Guidelines for Saturday Close-out Procedures, Appendix B)

J. Carrier's Rights in Route Adjustments

The regular rural carrier assigned to the route shall be notified in advance of any route adjustments and afforded the opportunity to submit comments in writing. The comments will be considered as a factor when such adjustments are under consideration and before any decision is made. Substantial route adjustments must be approved at a level higher than the installation and, if requested in writing, will be reviewed at the district level, except for adjustments to avoid actual work hours in excess of 2,080 during the guarantee period.

(REF: PO-603, 164.3 Route Adjustments)

K. Affixing Stamps

During the month of December, rural carriers shall not be required to affix stamps to letter mail and greeting cards placed in rural boxes for collection. During the remainder of the year, every effort should be made to urge rural customers to affix stamps to letter mail. Rural carriers shall not be required to affix stamps to more than a reasonable number of pieces of letter-size mail from a box.

L. Roster of Customers

When the rural carrier is required to maintain a roster of customers, this roster shall be maintained, at the carrier's option, on either a loose-leaf binder form or a card index form.

Carriers are not required to maintain a roster for those customers authorized to use house numbers and street names as their address. (REF: PO 603, Section 231.1)

M. Driver Certification

When an employee in the rural carrier craft is required to be absent from duty to receive Vehicle Familiarization and Safe Operation Certification, the carrier shall be in a pay status and shall not be charged with leave for the day.

N. Use of Seat Belts

The Employer's current national policy on the use of seat belts by rural carriers will be continued unless changed pursuant to the provisions of this Agreement.

See Handbook PO-603, 171.5 Protection, for additional information.

The parties agree rural carriers are not expected to continually unfasten and fasten the shoulder belt when traveling between mailboxes in situations when the shoulder belt prevents their ability to deliver or collect mail. (REF: Step 4, E06R-4E-C 09288606)

O. Identification Badges

Identification badges are issued for security control of access to postal premises and operations and to identify individuals as Postal Service employees. An identification badge shall be provided to each rural carrier to be displayed on the outer garment over the left breast during official duty hours. When this is not practicable, the identification badge is worn in plain view on the belt or as prescribed by the installation head.

P. Other Route Assignments

A regular rural carrier shall not be required to serve all or part of any rural route other than his or her assigned route except as provided in ELM, Section 546.

To accommodate a regular carrier's medical limitations, due to an on-the-job injury, management may assign the carrier to duties other than the assigned route; however, such assignment should not be made if doing so would take away work to which other rural carrier craft employees are otherwise entitled under Article 30.2.G of the National Agreement. (REF: Step 4, D91R-4D-C 94065591, NRLCA, A-124)

Section 2. Special Provisions for Part-time Flexible Rural Carriers, Substitutes, Rural Carrier Associates, Rural Carrier Relief Employees, and Auxiliary Rural Carriers

A. Appointment

1. Rural carrier associates (RCAs) are selected by the Employer from a hiring list, except that the Employer may appoint a former regular carrier in accordance with the Memorandum #10 on page 149. RCAs shall be appointed only to fill leave replacement vacancies on regular routes or auxiliary routes. In addition, a part-time flexible rural carrier may be appointed as an RCA provided there is a leave replacement vacancy in the office in which the part-time flexible rural carrier seeks appointment. The part-time flexible rural carrier must resign his or her career position at least six (6) days prior to the effective date of the RCA appointment.

2. The Employer shall make every effort to expeditiously fill leave replacement vacancies when they occur. Regular rural carriers shall have the right to require that a leave replacement be assigned to their route.
3. The establishment of a part-time flexible rural carrier assignment is at the discretion of the Employer. However, the Employer is required to establish such assignments **equal to ten percent (10%) of the number of K route in the office, when the relief day of one or more regular routes is changed in accordance with Article 9.2.C.5. Additionally, a part-time flexible assignment will be established** when hiring efforts have been unsuccessful following the regular rural carrier's request for assignment of a leave replacement, provided the part-time flexible rural carrier will be assigned two (2) K routes.

Once a part-time flexible rural carrier assignment **is established**, it shall be posted at the post office, including stations and branches, for all substitute rural carriers and RCAs **with one (1) year of continuous service as an RCA**. The posted notice shall clearly state the method(s) to be used for eligible rural carriers to submit bids using their Employee Identification Number and the bidding method stated on the posting. The notice shall state that a part-time flexible rural carrier cannot decline conversion to regular status. The notice shall be posted for ten (10) calendar days. Bids may only be withdrawn during the 10-day posting period.

- a. The assignment will be awarded to the substitute rural carrier applicant having accrued the longest period of continuous service as a substitute rural carrier and auxiliary rural carrier in that office, unless another substitute rural carrier is deemed to be substantially better qualified. Such continuous service is that which occurred immediately prior to the appointment.
- b. If the vacant part-time flexible rural carrier assignment still exists, it shall be awarded to the RCA **with one (1) year of continuous service as an RCA, who has** accrued the longest period of continuous service as an RCA in that office, unless another RCA is deemed to be substantially better qualified.
- c. Should a substitute or RCA on the rolls (non-pay status) pursuant to Article 16.4 or 16.5, be awarded a bid under Article 30.2.A.3 (including district postings), the RCA's or substitute's conversion to career status will be processed after disposition of the employee's case either by settlement with the Union or through exhaustion of the grievance-arbitration procedure, provided the employee is returned to the rural carrier craft. The effective date of any such employee's conversion to career status will be the pay period of the employee's return to work unless otherwise indicated in the disposition of the employee's case.
- d. The posted assignment shall be awarded within ten (10) days. The employee shall be placed in the new assignment within twenty-one (21) days of being designated the successful bidder.
- e. If the vacant part-time flexible assignment still exists, post the vacancy, using the posting criteria as outlined in item 3, within ten (10) days for all part-time flexible rural carriers, substitutes and RCAs **with one (1) year of continuous service as an RCA**, within the district. The notice shall be posted for fifteen (15) days at each office within the district. Bids may only be withdrawn during the 15-day posting period.
- f. The order of consideration shall be part-time flexible rural carriers based on the longest period of continuous service as a part-time flexible rural carrier; substitute rural carriers based on the longest period of continuous service as a substitute rural carrier and auxiliary rural carrier; and RCAs **with one (1) year of continuous service as an RCA** based on the longest period of continuous service as an RCA. Awarding the assignment shall be the same as stated in subsections c. and d.
- g. **If the vacancy still exists, the part-time flexible assignment will be posted again in the vacancy post office, including stations and branches, for all non-probationary RCAs in the office. The time requirements for posting and awarding of the part-time flexible rural carrier assignment and placement of the successful applicant are the same as provided above. The assignment will be awarded to the RCA applicant having accrued the longest period of continuous service in the office.**

- h. If the **vacancy still exists**, management may fill the assignment in accordance with Handbook EL-312, Employment and Placement. This includes, but is not limited to, the reassignment of a qualified regular rural carrier, part-time flexible rural carrier, substitute or RCA.

The parties agree that if a regular carrier requests a leave replacement to be assigned to their route, regardless of the route classification (H-J-K), if after a reasonable period of time, which has been defined as 120 days, management will establish a PTF position provided the PTF will be assigned at least two K routes in the office. Additionally, in those situations where an RCA may be "bumped" from a K route assignment to support the PTF assignment (for instance if the 120-day letter was received from an H route carrier); that RCA will not then bump a more junior RCA from a primary assignment simply to obtain a more desirable primary assignment. There will be no "domino" effect of primary leave replacement assignments.

Further, the Analysis of the Extension to the 95-99 agreement, page 44, question #28, is correct that a PTF position cannot be extended to an H or J route, but this does not preclude an H or J route requesting a leave replacement and management being obligated to creating a PTF in accordance with the above interpretation.

(REF: Analysis of the Extension to the 95-99 agreement, page 44, question #28; September 1, 2000, Andrea Wilson letter and Step 4, C06R-4C-C 12171818, NRLCA R-31)

Question: Can a PTF rural carrier have assignments in more than one office?

Answer: No, but a PTF may be assigned to routes in different delivery units within the same office.

Question: Can a PTF rural carrier be detailed to a higher-level assignment?

Answer: No.

The parties agree in order to create a PTF position there must be a minimum of two (2) K route assignments in the office. If the number of K routes decreases in the office, and the office no longer has two (2) K route assignments for a PTF position, management will adjust routes upward as needed to create a K route(s) assignment for the PTF, provided there is territory available from overburdened or auxiliary routes. If route adjustments are performed, normal rural route adjustment policies and procedures will be followed.

If territory is not available to perform route adjustments, the PTF will continue to be scheduled in accordance with Article 30.2 of the agreement. (REF: E06R-4E-C 10348025) A PTF rural carrier position will be available only in those offices where there is a shortage of leave replacements and management has been unsuccessful in all other hiring efforts of RCAs.

PTF assignments must be posted for all substitutes and RCAs in the office that have one (1) year of continuous service as an RCA. The notice must inform bidders that a PTF cannot later decline conversion to regular status. The notice will be posted at the post office of the assignment, including stations and branches, for ten (10) calendar days.

Question: Will the senior substitute or RCA in the office be automatically awarded a posted PTF position, regardless of whether or not they bid for the position?

Answer: No. Only those substitutes and RCAs who bid for a posted PTF position will be considered for those assignments.

Question: Is an RCA who is temporarily unable to fully perform the duties of the position eligible to bid for a posted PTF rural carrier position?

Answer: Yes, RCAs who are temporarily unable to fully perform the duties of a PTF position will be allowed to bid for the rural carrier assignment in accordance with Article 12.3. provided the employee will be able to perform the duties of the bid-for position within six (6) months from the time the bid is awarded. During this period, the position shall be held in abeyance and shall not be awarded to the employee until such time that he or she is able to perform the duties of the bid-for position. (See MOU 7, page 145)

B. Probationary Period (See also Article 12.1.)

1. The probationary period for a rural carrier associate or assistant rural carrier shall be 90 days actually worked or one calendar year, whichever comes first. All other applicable provisions of Article 12.1 shall apply.
2. A change from rural carrier associate to regular rural carrier shall not interrupt or otherwise change the running of the time counted toward completion of the probationary period.
3. A change from substitute or rural carrier associate to part-time flexible rural carrier shall not require a new probationary period.
4. A change from substitute, rural carrier associate, or part-time flexible rural carrier to regular rural carrier shall not require a new probationary period.
5. A change from rural carrier relief employee to rural carrier associate shall not require a new probationary period.
6. A change from part-time flexible rural carrier to rural carrier associate shall not require a new probationary period.
7. A change from regular rural carrier to rural carrier associate shall not require a new probationary period.
8. A change from regular rural carrier to part-time flexible rural carrier shall not require a new probationary period.
9. A change from assistant rural carrier to rural carrier associate shall not interrupt or otherwise change the running of the time counted toward completion of the probationary period.

C. Assignment to or Utilization on More Than One Regular Route

1. Part-time flexible rural carriers may be assigned as the primary leave replacement on more than one regular route. The part-time flexible may also be utilized on any regular route where the primary leave replacement is not available and any auxiliary route where the assigned leave replacement is not available.

Question: *If one of the primary routes assigned to the PTF becomes vacant or the regular carrier is on extended leave; will the PTF be entitled to serve the route full time?*

Answer: No. The PTF has no entitlement to serve the route full time. Management may utilize the PTF on the route or utilize other leave replacements in accordance with Article 30.2.D.

Question: *If every route in the office has a leave replacement, and a PTF is assigned to 3, 4, or 5 routes, is the Employer permitted to hire RCAs, or accept RCA transfers and take an assigned route from the PTF?*

Answer: The Employer may hire RCAs, and will take one of the routes from the PTF for assignment to the new employee. However, management may not reduce the PTF below 2 K routes. The Employer may not accept the transfer of an RCA as there is no leave replacement vacancy.

Question: *If an additional route assignment(s) becomes available and there is more than one PTF rural carrier in the office; how is it determined which PTF will be given another assignment?*

Answer: *There is no criteria, including seniority, used to determine which PTF will be given an additional assignment. However, PTFs may not be assigned to more than 5 K route and cannot be assigned to 2 or more K routes having the same relief day. Assignments will be at management's discretion and several factors may be used when making the determination, such as the relief day of the route to be assigned.*

PTF rural carriers are entitled to be compensated for the weekly number of hours, based upon the daily evaluation of the assigned routes; regardless of which route assignments or additional duties were worked.

Article 30.2.0 states in part;

A part-time flexible rural carrier is only entitled, on a weekly basis, to a combination of leave and evaluated hours equal to the total of one day's evaluation of each of the assigned primary routes.

A PTF rural carrier should be scheduled on their string assignment, if such assignment would not result in exceeding 40 hours at the end of the work week.

The decision of whether the proposed assignment will exceed 40 hours is made by calculating the following:

- The actual work hours for the week*
- The number of hours scheduled to work the remainder of the week*
- The number of work hours of the proposed assignment (REF: J06R-4J-C 13046230)*

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2. When necessary or desirable, a substitute, rural carrier associate, or rural carrier relief employee who is assigned to one route may be utilized on up to three routes. However, the employee's prime responsibility is to the assigned route.

The practice of conferring with the regular rural carrier before assigning his/her primary leave replacement to another route, where practical, is generally advantageous to the local parties. Such practice should assist in improving the workplace environment. There is no contractual requirement for such consultation. (REF: Pre-Arbitration, H95R-4H-C 02094291, NRLCA L-23)

3. Not more than one part-time flexible rural carrier, substitute, rural carrier associate, or rural carrier relief employee will be assigned for each regular rural route.
4. When a regular rural carrier is on extended leave without pay for National Rural Letter Carriers' Association official business, the person serving the route of such a rural carrier shall be entitled to a leave replacement.

D. Unavailability of a Leave Replacement

1. A leave replacement assignment list showing the primary leave replacements assigned to each route and the second and third leave replacements to be utilized on each route, if any, will be posted in each office. Qualified substitutes, rural carrier associates, and rural carrier relief employees will be designated as the second and third leave replacements for each route based on the longest period of continuous service in the office. In no instance will these employees be shown as leave replacements on more than three routes on the assignment list.

Management has flexibility in scheduling leave replacements and may modify a schedule as necessary when providing relief or auxiliary assistance in order to avoid payment of overtime or additional overtime as long as

such an operational decision is consistent with established contractual requirements. Management may not borrow a rural leave replacement from another office to work in place of an available leave replacement until there has been compliance with all established contractual requirements regarding utilization of leave replacements to fill assignments. (REF: K00R-4K-C 07231049, NRLCA S-19)

The leave replacement assignment list (matrix) referenced in Article 30.2.D., will encompass all routes assigned to the APO and corresponding stations, branches, and RMPOs.

Question: *If PTF position(s) are established will the leave replacement assignment list (matrix) still be used in each office showing the primary leave replacement for each route and the second and third leave replacements to be utilized on each route? How does the PTF fit into the matrix?*

Answer: *Yes. The matrix will still be posted and utilized in each office. The PTF rural carrier will be shown on the matrix only as the primary leave replacement to those K routes to which he or she is assigned.*

2. Whenever the leave replacement assigned to serve a route is temporarily unavailable or no leave replacement is assigned to the route, the Employer may require a part-time flexible rural carrier to serve the route prior to requiring those substitutes, rural carrier associates, or rural carrier relief employees who are the second or third leave replacements designated for that route on the leave replacement assignment list.

Question: *Can management utilize a PTF rural carrier prior to the designated second or third leave replacement?*

Answer: *Yes. A PTF rural carrier may be utilized before a substitute, RCA, or RCR on any route except for the primary assignment or the six-day auxiliary route assignment.*

3. If the second and third leave replacements designated for the route are unavailable, and a part-time flexible rural carrier has not been designated to serve the route, the route shall be assigned to qualified substitutes, rural carrier associates, or rural carrier relief employees assigned to that delivery unit in the order of the longest period of continuous service in the office. Qualified is defined for Subsection D.1. and 3. as having received training on or been utilized on the route.

Delivery unit is defined for this purpose as a physical location containing one or more five-digit ZIP Codes under the control of one postmaster or station/branch manager. This does not include annexes, stations, or branches under the control of a different postmaster or station/branch manager.

4. If no qualified substitutes, rural carrier associates, or rural carrier relief employees within the delivery unit are available, the Employer may designate any other leave replacement in the office prior to selecting a regular rural carrier to work in accordance with Article 8.5.

Signing of the relief day work list does not provide an entitlement to the regular carrier to work the relief day due to the unavailability of a leave replacement. Management must follow the provisions outlined in Article 30 to provide coverage for a route and may also on some occasions split a route or schedule an RCA to serve a regular route and an auxiliary route, prior to utilizing a regular carrier to work on the relief day.

However, except in emergency situations, management must not schedule a leave replacement to serve on two full assignments or one full assignment and one or more partial assignments in a single day, if the evaluations of these assignments total twelve hours or more. (REF: Step 4, G95R-4G-C00170298; NRLCA R-96)

5. **If no other leave replacements in the office are available** the Employer may schedule a leave replacement from another office before selecting a regular rural carrier to work in accordance with Article 8.5. **If a leave replacement is scheduled to case and carry a regular rural route in their assigned office, they are considered unavailable to work in another office.**

Note: In printing of 2021-2024 Agreement, there was an error with Section 5. The intent of the language was to allow management to borrow a leave replacement from another office prior to working any regular in accordance with Article 8.5.

Management may borrow a leave replacement from another office prior to working a regular carrier on the relief day work list, provided the leave replacement is not scheduled to case and carry a regular route in their assigned office. In such situations, the leave replacement is unavailable to be loaned to another office.

*A leave replacement assigned to a station or branch can still be loaned to other stations and branches within the same office. The unavailability to be loaned **only** applies to other offices.*

When loaning a leave replacement to another office, management shall make efforts to notify in advance where possible.

Leave replacements being loaned to other offices will be compensated for mileage in accordance with Handbook F-15 Travel and Relocation.

6. In emergencies, when the services of a substitute, rural carrier associate, or rural carrier relief employee are not available, another qualified employee may be designated by the Employer.

E. Filling a Leave Replacement Vacancy

1. When a vacancy occurs in the leave replacement ranks, management may add it to a part-time flexible rural carrier's assignment or it shall be offered, at the time of the initial vacancy, to qualified substitutes, rural carrier associates, and rural carrier relief employees in that office in the order of the longest period of continuous service in the office, without regard to classification. If the vacancy continues to exist and the route has been substantially changed (i.e., classification, relief day, or assignment of vehicle) or the regular carrier assigned to the route has been on an extended absence for more than 30 calendar days, the assignment(s) shall be offered again to qualified substitutes, rural carrier associates, and rural carrier relief employees in the office in the order of the longest period of continuous service in the office, without regard to classification.
2. If a part-time flexible rural carrier vacancy exists, the Employer will have the option of eliminating the part time flexible rural carrier position or posting the assignment in accordance with Article 30.2.A.3.

F. Reassignment (Transfer) to Another Office

1. A substitute, rural carrier associate, or rural carrier relief employee, who has completed the probationary period and then submits a written request for reassignment, may be reassigned from one office to another, provided a vacancy exists in the leave replacement ranks in the office to which reassignment is requested. A vacancy exists if the total number of leave replacements assigned to an office is less than the total number of routes in that office. In addition, a leave replacement vacancy exists if the only route in the office is an auxiliary route and there is no assigned leave replacement or assigned back up leave replacement. Such reassignment shall be considered an in-service placement.

If the employee's request for transfer is approved, the transfer will be effective within 30 days of the notification to the losing office.

2. When a regular rural route is transferred from one office to another, the substitute, rural carrier associate, or rural carrier relief employee designated to serve the route being transferred shall be privileged to transfer with the route to the new office. If the employee transfers with the route, the transferring employee retains seniority gained at the original office, and the employee's seniority is merged with the seniority of all substitutes, rural carrier associates, and rural carrier relief employees assigned to the same finance number in the new office.

G. Filling an Auxiliary Route

1. In offices where it becomes necessary to change the relief day of one or more regular routes in accordance with Article 9.2.C.5.b., all auxiliary routes will be six-day assignments. Those substitutes, RCAs, and RCRs assigned to auxiliary routes and continuing to serve as the primary leave replacement on the assigned regular route, must make an election to serve the auxiliary route six days per week or to relinquish the auxiliary route and serve as a leave replacement. This election must be effective within 30 days of the date on which the Employer implements the formula outlined in Article 9.2.C.5.b.
 - a. If the employee elects to continue to serve as the leave replacement on the assigned regular route, the auxiliary route will be filled in accordance with Article 30.2.G.2.
 - b. If the employee elects to serve the auxiliary route six days per week, any relinquished leave replacement assignment shall be filled in accordance with Article 30.2.E.1.
 - c. The employee assigned to an auxiliary route may accept a subsequent leave replacement vacancy in accordance with Article 30.2.E. However, upon accepting another leave replacement assignment, the employee will relinquish the auxiliary route.
2. When an auxiliary route is to be filled, the route will be offered to qualified substitutes, rural carrier associates, and rural carrier relief employees in the order of the longest continuous period of service at that office, without regard to classification.

All leave replacements assigned to the office (stations, branches, and RMPOs) are included in this provision.

3. In offices that have changed the relief days of one or more regular routes in accordance with Article 9.2.C.5.b., upon accepting an auxiliary route assignment, the employee must relinquish the leave replacement assignment and serve on the auxiliary route six days per week. The relinquished leave replacement assignment shall be filled in accordance with Article 30.2.E.1.
4. In offices that have not changed the relief days of one or more regular routes in accordance with Article 9.2.C.5.b., upon accepting an auxiliary route assignment, the employee must make an election to serve the auxiliary route six days per week or continue to serve the auxiliary route and on the assigned regular route as the primary leave replacement.
 - a. An employee serving the auxiliary route and serving on the assigned regular route as the primary leave replacement may subsequently elect to serve the auxiliary route six days, if mutually agreeable between the carrier and the installation head. Upon this election, Article 30.2.G.1.b. will apply.
 - b. An employee serving the auxiliary route six days may accept a subsequent leave replacement vacancy in accordance with Article 30.2.E.
5. After completion of the assigned auxiliary route or primary route assignment, a leave replacement assigned to serve the auxiliary route may be utilized on any other auxiliary route or may provide auxiliary assistance on any regular route.
6. When the leave replacement assigned to serve the auxiliary route is unavailable, the Employer may require a part-time flexible rural carrier to serve the route or the assignment shall be offered to other substitutes, rural carrier associates, and rural carrier relief employees in the office in the order of the longest period of continuous service in that office, without regard to classification. If there are none available, the Employer shall select another qualified person to serve the auxiliary route.
- 7.

A leave replacement has no contractual entitlement for additional work after completing work on an assignment that same day. (REF: Step 4, F91R-4F-C-95038073, NRLCA A-114.70)

7. When an auxiliary route is created in part or in whole from territory formerly served by another post office and no substitute, rural carrier associate, or rural carrier relief employee is available in the office from which the auxiliary route emanates, the route will be offered to the substitute, rural carrier associate, or rural carrier relief employee in the office from which the territory was taken in accordance with Article 30.2.G.2. The substitute, rural carrier associate, or rural carrier relief employee shall then be transferred to the new office where the auxiliary route was created.
8. When a substitute, rural carrier associate, or rural carrier relief employee is assigned to an auxiliary route and the employee's assigned regular route becomes vacant or the regular carrier is on extended absence, the employee must elect either the auxiliary route assignment or the assignment on the regular route. If the employee elects to serve full-time on the assigned regular route, the election shall not be effective until (and may be revoked by the employee prior to) the 91st day of the employee's full-time regular route assignment, at which time the auxiliary route assignment shall be relinquished and then offered to other employees in accordance with Article 30.2.G.2.

If the employee elects to continue to serve on the auxiliary route rather than serve full-time on the regular route, (or revokes an election to serve full-time on the regular route prior to the effective date), the employee shall relinquish the primary leave replacement assignment at the end of the next full pay period, and the leave replacement vacancy shall be offered to other employees in accordance with Article 30.2.E. Upon relinquishing the primary leave replacement assignment, the employee shall accept another primary leave replacement vacancy in accordance with Article 30.2.E., or, if none is available, shall work the auxiliary route full-time in accordance with Article 30.2.G.4. If the office subsequently reassigns relief days in accordance with Article 9.2.C.5.b., the employee will be required to serve the auxiliary route full-time.

Question: *Are there any circumstances when an employee, who has elected the six-day auxiliary assignment, may rescind the election?*

Answer: *An employee who elects to serve the auxiliary route six days each week may accept a subsequent leave replacement vacancy in accordance with Article 30.2.E. Should an RCA choose a subsequent leave replacement vacancy, the employee will continue to serve the auxiliary route, but will also perform the duties of a leave replacement to the newly assigned regular route, and any other leave replacement opportunities provided for under the provisions of Article 30.*

Question: *If an employee is serving the auxiliary route and serving as a leave replacement to the assigned regular route and the regular carrier is on extended absence or the route becomes vacant; what happens?*

Answer: *Because the leave replacement's primary assignment is the assigned regular route, the employee would begin to serve the regular route full-time. However, the employee now has the opportunity to make an election. If the employee does not wish to serve the regular route full-time, the employee may elect to serve the auxiliary route and relinquish the leave replacement assignment on the regular route immediately. The employee would then serve the auxiliary route and accept another leave replacement assignment in accordance with Article 30.2.E.*

The other alternative is that the leave replacement may serve the assigned regular route and upon completion of 90 days on that assignment, relinquish the auxiliary route assignment. (Deferral of this election is to ensure that the regular route assignment will continue for at least 90 days.) When the leave replacement relinquishes the auxiliary route, it is then offered to other substitutes, RCAs, and RCRs in the office in accordance with Article 30.2.G.

Should the regular route assignment not continue for 90 days the leave replacement would return to the auxiliary route assignment. If the leave replacement chooses to relinquish the regular route assignment prior to the completion of 90 days, the employee would return to the auxiliary route assignment and accept another leave replacement assignment in accordance with Article 30.2.E.

Question: *A leave replacement elects to continue the auxiliary route assignment and relinquishes the leave replacement assignment on the regular route. However, when the leave replacement assignment on the regular route is offered to other leave replacements, no employee accepts. The leave replacement serving the auxiliary route does not wish to serve the auxiliary route six days. Can this leave replacement remain the assigned relief employee to the regular route which he has just relinquished?*

Answer: *No. The provisions of Article 30.2.G instruct the leave replacement who relinquishes the regular route to accept another leave replacement vacancy. (This would serve to satisfy the employee's desire not to serve the auxiliary route for six days.) However, if no other leave replacement assignment is available, the employee shall work the auxiliary route six days. If the leave replacement remained assigned to the regular route where the regular carrier is on extended absence, the leave replacement would be required to perform service on the regular route full-time. This leave replacement has already made the election to continue to serve the auxiliary route and relinquish the regular route assignment.*

Question: *A leave replacement assigned to the regular route elects to serve the regular route full-time. This election is not effective until the 91st day. How is the auxiliary route assignment offered to other leave replacements?*

Answer: *The auxiliary route assignment is offered to substitutes, RCAs, and RCRs in the order of the longest period of continuous service in the office. If a leave replacement is currently serving another auxiliary route assignment for six days, this employee would not be offered this temporary assignment. Management must ensure that when offering this temporary auxiliary route assignment, the employee is aware that the assignment may not be 90 or more days in length. If the leave replacement serving the regular route revokes his desire to serve full-time on the regular route or the regular carrier returns prior to the 91st day, the leave replacement would return to the auxiliary route assignment and the leave replacement who was serving the auxiliary in the interim would no longer serve that auxiliary route assignment.*

On the 91st day, the auxiliary route would be offered to all substitutes, RCAs and RCRs in that office in the order of the longest period of continuous service in the office. Upon the acceptance of the auxiliary route assignment by the appropriate leave replacement, this employee will make the election to serve the auxiliary route six days each week or serve the auxiliary route and continue to serve as the leave replacement on the assigned regular route. Should the route be awarded to the leave replacement who was temporarily assigned to the route, the time served on the route would count toward the time requirement for earning leave in accordance with Article 10.5.B

Question: *Article 30.2.G of the National Agreement provides situations where substitutes, RCAs, and RCRs assigned to auxiliary routes may elect or is required to serve those auxiliary routes six days per week. Will the parties allow an exception to the six-day assignment if the auxiliary route is considered "seasonal"?*

Answer: *An auxiliary route is considered "seasonal" if that auxiliary route is created for only a portion of each year (high season) and then eliminated for the remainder of the year as a result of adjustments (low season). The parties agree that the provisions allowing the election of a six-day auxiliary route assignment or the requirement for such assignment in an office that has invoked the formula, creates a problem for the employee and the office when the auxiliary route is considered seasonal. Therefore, we agree that any auxiliary route that meets the definition of a seasonal auxiliary route will be prohibited from becoming a six-day assignment. All substitutes, RCAs, or RCRs who accept the assignment to a seasonal auxiliary route will serve the auxiliary route and continue to serve as the primary leave replacement to the assigned regular route. This will be applied to all seasonal auxiliary routes, regardless of whether the office has changed relief days of one or more regular routes in accordance with Article 9.2.C.5.b.*

H. Relief Day on Vacant J and K Routes

When a substitute, rural carrier associate, or rural carrier relief employee is serving full-time on a vacant route or during the absence of the regular carrier, a relief day shall be granted, in the case of a J route or a K route, if requested by the employee and if a leave replacement is available, or if required by local management.

While the substitute, rural carrier associate, or rural carrier relief employee serving full-time on a vacant route or during the absence of the regular carrier may be granted a relief day under these circumstances, the relief day is chosen by management and may be a different day of the week than the regular rural carrier's relief day on the route.

I. Excess Substitute, RCA, and RCR Determination

In the event a rural route at an office is eliminated for any reason, the determination of the excess employee shall be made in the following manner:

1. If there are RCRs in the office, the RCR with the shortest period of continuous service in their position in the office shall be terminated.
2. If there are no RCRs in the office, the substitute or the RCA with the shortest period of continuous service in their position in the office shall be terminated.

J. Financial Liability

A part-time flexible rural carrier, substitute, rural carrier associate, rural carrier relief employee, or auxiliary carrier shall have any financial liability determined in accordance with Article 28, Employer Claims.

K. Non-Discrimination

Article 2 shall apply to part-time flexible rural carriers, substitutes, rural carrier associates, rural carrier relief employees, and auxiliary carriers.

L. Benefits for Substitutes

Articles 10 and 21 shall apply to substitute rural carriers only to the extent of maintaining their current benefit levels, if any, except as provided in Article 10.5.

M. Discipline Procedure

Article 16, except for the day of reflection, shall apply to part-time flexible rural carriers, substitute rural carriers, rural carrier associates, and rural carrier relief employees.

In addition to the provisions of Article 16, the following actions shall constitute just cause for removal of rural carrier associates and rural carrier relief employees: repeated unavailability for work, failure to maintain the regular schedule within reasonable limits, delay of mail, and failure to perform satisfactorily in the office.

N. Grievance-Arbitration

Part-time flexible rural carriers, substitutes, rural carrier associates, rural carrier relief employees, **and** assistant rural carriers shall have access to Article 15, Grievance and Arbitration Procedure, to appeal an alleged violation of the applicable provisions of Article 30 or the applicable provisions of any other Articles in which they are specifically named.

O. Leave Replacement Working Evaluated Hours

When a substitute, rural carrier associate, or rural carrier relief employee assigned to a route is working the route as a leave replacement or serving full time on a vacant route, or where the carrier is on extended leave, the employee is entitled to work at least the evaluated hours of the assigned route and then may be replaced to avoid payment of overtime or additional overtime. A part-time flexible rural carrier is only entitled, on a weekly basis, to a combination of leave and evaluated hours equal to the total of one day's evaluation of each of the assigned primary routes. A part-time flexible rural carrier may not use leave to generate overtime.

P. Sunday Work

An office-wide list will be established for substitutes, rural carrier associates, and rural carrier relief employees who desire to work on Sunday. When there is a need to work leave replacements on Sunday, the Employer may require a part-time flexible rural carrier work prior to selecting qualified employees from the list. The Employer will make every reasonable effort to avoid requiring substitutes, RCAs, and RCRs not on the list to work.

Sunday/Holiday Parcel Delivery Works Lists will be established during the same time periods as the relief day work list (Article 8.5.A), and each new list shall supersede the previous list.

To establish the list, the NRLCA district representative or designee, and a Postal Service representative designated by the District Manager Human Resources, will create a listing of all available substitute rural carriers, rural carrier associates (RCA), and rural carrier relief employees assigned to the hub location, including stations, branches, and any remotely managed post offices); associated "spoke" offices; and nearby rural delivery post offices, as determined by the parties' representatives. Each available leave replacement on this listing will then indicate his/her desire to work or not work on Sundays and holidays, accordingly. Once the signing period is complete, the list will be separated and alphabetized, by last name, regardless of seniority, classification or the assigned office. One list will include all volunteer leave replacements as identified above, and the second list, non-volunteer leave replacements. The initial list should be amended as new RCAs are appointed and/or substitute rural carriers, RCAs, or rural carrier relief employees are separated or converted to regular rural carrier. If necessary, the parties' representatives may reconvene in advance of a Sunday/Holiday Parcel Delivery Work List posting to ensure all leave replacements are properly annotated.

Newly hired RCAs will be afforded the opportunity to place their name on the Sunday/Holiday Parcel Delivery Work List as volunteers within sixty (60) days of hire. If these rural carriers choose not to sign the volunteer list at this time, they will be placed on the non-volunteer list.

When it is necessary to schedule rural carrier leave replacements for Sunday/holiday parcel delivery, management will first utilize any ARCs assigned to the hub location or associated "spoke" offices. If there are no ARCs assigned to these locations or an insufficient number of ARCs, management at the hub location will then elect leave replacements from the volunteer list on a rotating basis. If there is an insufficient number of leave replacements on the volunteer list, management will schedule leave replacements from the non-volunteer list, also on a rotating basis. Management may require a part-time flexible rural carrier work prior to selecting qualified employees from the list.

Rural carrier associate serving vacant regular routes or serving regular routes during the extended absence of the regular carriers, including the first ninety (90) days before becoming a Designation 74-0, will not be scheduled for Sunday/holiday parcel delivery unless all leave replacements from both the volunteer and non-volunteer lists are scheduled. Leave replacements on both the volunteer and non-volunteer Sunday/Holiday Parcel Delivery Work Lists will be bypassed in the rotation if the leave replacement has approved leave or an approved non-scheduled day adjacent to Sunday or the holiday. However, the leave replacement on the Sunday/Holiday Parcel Delivery Work List may notify management in writing that he or she does not wish to be bypassed in this circumstance, provided notice is given at the time the leave is requested.

In addition, management may bypass leave replacements for Sunday/holiday parcel delivery if such assigned work hours would result in the leave replacement exceeding 40 hours at the end of the work week.

Q. Additional Duties

Leave replacements may be required to perform duties in addition to the route assignment, such as auxiliary assistance on other routes, Priority Mail Express duties, etc. When performing additional duties, the leave replacement will receive compensation at the hourly rate, in addition to the daily evaluated hours for the assigned route.

A leave replacement assigned to duties per Article 30.2.Q will not be considered unavailable for the purposes of Article 8.5.A. (REF: Step 4, J95R-4J-C 01254605, NRLCA R-91)

The parties agree that a leave replacement assigned to duties per Article 30.2.Q will not be considered unavailable for the purposes of Article 10.4.B. (REF: Step 4, F06R-4F-C 11405984, NRLCA L-18)

**ARTICLE 31
UNION-MANAGEMENT COOPERATION**

Section 1. Union Membership Solicitation

The Union may, through employees employed by the Employer, solicit employees for membership in the Union and receive Union dues from employees in non-work areas of the Employer's premises, provided such activity is carried out in a manner which does not interfere with the orderly conduct of the Employer's operation.

The Union will provide the Employer with the contact information of the union representative.

Section 2. Requests for Information

The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information. When the Union has previously failed to pay a fee within 30 days of billing, prior to fulfilling another information request, the Union will be required to pay the full amount owed and make advance payment of the estimated fees associated with its current information request.

Requests for information relating to local matters must be submitted by an authorized steward in writing to the installation head or designee. Requests for information relating to policy matters at a district or area level will be submitted by a National Executive Committeeman, in writing, to the appropriate Area Manager, Labor Relations. All other requests for information shall be directed by the National President of the Union to the Vice-President, Labor Relations or designee.

Except as specified above, nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

Section 3. Information Provided by the Employer

The Employer shall provide the Union at its national headquarters, in an electronic format to which the parties have agreed, the following reports at the identified intervals listed below. In the event the parties agree to any future changes to any report the costs associated with such changes will be paid by the party making the request.

A. Changes to Designations of Bargaining Unit Employee

The Employer shall provide the Union at least once a month with a list of hires, promotions, demotions, and separations of bargaining unit employees for the Union.

B. Bargaining Unit Employees' Information

The Employer shall provide the Union at least once a month a report containing the following information concerning employees in the bargaining unit: name, full address, Employee Identification Number, district, craft designation, health benefits enrollment code number, post office name, finance number, class, **salary, date of birth, gender and date of hire.**

C. Route Evaluation Report

The Employer shall provide the Union a report of route evaluations containing the following information: Office Finance Number, Post Office and ZIP Code, Route Number, Length of Route, Carrier's Step, Total Standard (Hours and Minutes), Total Actual (Hours and Minutes), Number of Vehicle Stops, Number of Boxes, Office Standards (Hours and Minutes), Route Standards, Boxholders, Method of EMA, Volume Factor, Route Classification (M,H,J,K,L,A) and Withdrawal Allowance. This report will be provided as soon as possible after the effective date of a route evaluation but no later than five pay periods after that date.

D. Route Evaluation Data Report

The Employer shall provide the Union with the expanded route evaluation report as soon as possible after the effective date of a route evaluation but no later than five pay periods after that date.

E. Pay Code Report

The Employer shall provide the Union with a report that will indicate the DACA Codes for all rural carriers. The report will be provided every pay period.

F. DACA Code 3 and 5 Report

The Employer shall provide the Union with a report that will include the total hours and payment for DACA Code 3 and total hours and payment for DACA Code 5. The report will be provided every pay period.

Section 4. Meetings

The parties agree that labor-management meetings will be scheduled at the national, area, district and local levels. The purpose of such meetings shall be to discuss, explore, and consider matters of mutual concern and to improve labor-management relations, provided neither party shall attempt to change, add to, or vary the terms of this collective bargaining agreement. Grievances shall not be a subject for discussion at these meetings. It is the intent of the parties that there be no fewer opportunities for meetings than existed in the previous Agreement. Agenda items should be submitted and exchanged at least three (3) days in advance of the scheduled meeting. The chairman will be designated by the Employer.

The frequency, attendees, and type of agenda items considered proper for discussion at meetings at the various levels are as follows:

A. National Level

1. Frequency—Quarterly; however, by mutual agreement additional meetings may be held.
2. Attendees—The national representatives of the Union and Employer's designated representatives.
3. Agenda Items—Items of national concern such as Human Rights, Mech. and Tech., Subcontracting, Safety and Health, Jurisdiction, and other labor-management subjects.
4. Such meetings may be held via teleconference or any other available electronic communication.

B. Area Level

1. Frequency—Semiannually; however, by mutual agreement additional or less frequent meetings may be held.
2. Attendees—The area representatives of the Union and Employer's representatives.
3. Agenda Items—Items of area concern which affect more than one office, such as Safety and Health, Human Rights, and other labor-management subjects.
4. Such meetings may be held via teleconference or any other available electronic communication.

C. District Level

1. Frequency - Semiannually; however, by mutual agreement additional or less frequent meetings may be held.
2. Attendees - The representatives of the Union (District Representative and/or Assistant District Representative(s)) and Employer's designated representatives.
3. Agenda Items - Items of district-wide concern which affect more than one office, such as Safety and Health, Human Rights, and other labor- management subjects.
4. Such meetings may be held via teleconference or any other available electronic communication.

D. Local Level

1. Frequency – Quarterly, unless in an office having few carriers where the day-to-day relationship would render a meeting unprofitable. Meetings need not be held if mutually agreeable by both parties.
2. Attendees - The local steward and Employer's representative(s).
3. Agenda Items - Items of local office concern such as Safety and Health and other labor-management subjects.
4. The meeting shall be on official time, and the local steward shall be granted administrative leave or auxiliary assistance or accumulate the actual time required and be granted a day of administrative leave when eight (8) hours have been accumulated.

**ARTICLE 32
SUBCONTRACTING**

Section 1. Statement of Principle

The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.

Section 2. Advance Notice

The Employer will give advance notification to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet to consider the Union's views on minimizing such impact. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.

Section 3. Contract Delivery Service Renewal Cycles

The Employer agrees to provide the Union with a schedule of Contract Delivery Service Renewal Cycles as issued.

Section 4. Renewal of Contract Delivery Service (CDS) Routes

The Employer and the Union agree that, in those instances in which delivery is provided by contract delivery service routes in offices with only rural delivery, a cost comparison will be completed prior to the renewal of any such contract delivery route. Should rural delivery be at a cost less than CDS, the contract will not be renewed and the route will be converted to rural delivery at the expiration of the contract. All territory under review must qualify for rural delivery under the Employer's regulations before conversion.

In those offices with city, rural, and CDS or only CDS, no costing is required. NRLCA District Representatives will no longer request CDS cost information from the Office of Distribution Networks. All costing information will be provided to the NRLCA at a unique nrlca.org email address. Additionally, the parties agree when emergency and temporary CDS routes are created no cost comparison is required.

REF: MI PO 531 2018-1; POM 53 and 66; CDS Renewal worksheet; Q10R-4Q-C 14151485

Section 5. Contract Service

No expansion of the Employer's current national policy on the use of contract service in lieu of rural carriers will be made except through the provisions of this Article, which are intended to be controlling. The parties recognize that individual problems in this area may be made the subject of a grievance under the provisions of Article 15.

ARTICLE 33 PROMOTIONS

The Employer agrees to place particular emphasis upon career advancement opportunities. First opportunity for promotions will be given to qualified career employees. The Employer will assist employees to improve their own skills through training and self-help programs.

ARTICLE 34 WORK AND/OR TIME STANDARDS

Section 1. Statement of Principle

The principle of a fair day's work for a fair day's pay is recognized by the parties to this Agreement.

Section 2. Work Measurement Systems

The Employer agrees that any work measurement systems or time or work standards shall be fair, reasonable and equitable. The Employer agrees that the Union through qualified representatives will be kept informed during the making of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards. The Employer agrees that the National President of the Union may designate a qualified representative who may enter postal installations for purposes of observing the making of time or work studies which are to be used as the basis for changing current or instituting new work measurement systems or work or time standards.

Section 3. Advance Notice to Union

The Employer agrees that before changing any current or instituting any new work measurement systems or work or time standards, it will notify the Union as far in advance as practicable.

Section 4. Meeting to Resolve Differences

Within a reasonable time, not to exceed ten (10) days after the receipt of such notice, representatives of the Union and the Employer shall meet for the purpose of resolving any differences that may arise concerning such proposed work measurement systems or work or time standards.

Section 5. Notification

Following such meeting, the Union must be notified, in writing, whether or not the proposed changes will be modified before implementation.

Section 6. Grievance at National Level

If no agreement is reached within ten (10) days after receipt of notification in Section 5, the Union may initiate a grievance at the national level. If no grievance is initiated, the Employer will implement the new work or time standards at its discretion.

If a grievance is filed and is unresolved within ten (10) days, and the Union decides to arbitrate, the matter must be submitted to priority arbitration by the Union within ten (10) days.

Section 7. Arbitrator's Award

The arbitrator's award will be issued no later than sixty (60) days after the commencement of the arbitration hearing. During the period prior to the issuance of the arbitrator's award, the new work or time standards will not be implemented. Data gathering efforts or work or time studies, however, may be conducted during this period in any installation.

Section 8. Issue Before Arbitrator

The issue before the arbitrator will be whether the national concepts involved in the new work or time standards are fair, reasonable and equitable.

Section 9. Actions After Arbitrator's Award

In the event the arbitrator rules that the national concepts involved in the new work or time standards are not fair, reasonable and equitable, such standards may not be implemented by the Employer until they are modified to comply with the arbitrator's award. In the event the arbitrator rules that the national concepts involved in the new work or time standards are fair, reasonable and equitable, the Employer may implement such standards in any installation. No further grievances concerning the national concepts involved may be initiated.

Section 10. Union Right to Conduct Study

After receipt of notification provided for in Section 5 of this Article, the Union shall be permitted through qualified representatives to make time or work studies. The Union shall notify the Employer within ten (10) days of its intent to conduct such studies. The Union studies shall not exceed ninety (90) days from the date of such notice, during which time the Employer agrees to postpone live implementation. There shall be no disruption of operations or of the work of employees due to the making of such studies.

Upon request, the Union representative shall be permitted to examine relevant available technical information, including final data worksheets, that were used by the Employer in the establishment of the new or changed work or time standards. The Employer is to be kept informed during the making of such Union studies and, upon the Employer's request, the Employer shall be permitted to examine relevant available technical information, including final data worksheets, relied upon by the Union.

ARTICLE 35 EMPLOYEE ASSISTANCE PROGRAM

Section 1. Statement of Principle

The Employer and the Union express strong support for programs of self-help such as the Employee Assistance Program (EAP).

An employee's voluntary participation in such programs will be considered favorably in disciplinary action proceedings.

Section 2. Program Review

In offices having an EAP, the status and progress of the program, including improving methods for identifying alcoholism and drug abuse in its earliest stages and encouraging employees to obtain treatment without delay, will be proper subjects for labor-management discussions. Such discussions shall not breach the confidentiality of EAP participants.

Section 3. Employee Referrals

In postal installations having professional medical units, the Employer will insure that the professional staffs maintain a current listing of all local community federally-approved drug treatment agencies for referring employees with such problems.

ARTICLE 36 CREDIT UNIONS AND TRAVEL

Section 1. Credit Unions

In the event that the Union or its local Unions presently operate or shall hereafter establish and charter credit unions, the Employer shall, without charge, authorize and provide space, if available, for the operation of such credit unions in Federal buildings, in other than workroom space.

Any postal employee who is an employee of any such credit union or an officer, official, or board member of any such credit union shall, if such employee can be spared, be granted annual leave or leave without pay, at the option of the employee, for up to eight (8) hours daily, to perform credit union duties.

Section 2. Travel, Subsistence, and Transportation

The Employer shall continue the current travel, subsistence and transportation program. Payment will be governed by the travel regulations as set forth in Postal Service Handbook F-15, Travel and Relocation.

ARTICLE 37 SCOPE OF AGREEMENT

This Agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties.

The parties acknowledge that each had the opportunity to make demands and proposals with respect to all collective bargaining subjects. Each party agrees that for the life of this Agreement the other party shall not be obligated to bargain with respect to any subject not covered in this Agreement.

ARTICLE 38 SEPARABILITY AND DURATION

Section 1. Separability

Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect.

Section 2. Effective Date and Duration

Unless otherwise provided, this Agreement shall be effective on **March 23, 2022** and shall remain in full force and effect to and including 12 midnight May 20, 2024, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration date of the Agreement.

**1. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

RESERVED

**2. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

The parties recognize the existing evaluated system of compensation to be a fair, reasonable, and equitable method of payment. The parties further recognize that the evaluated system is comprised of elemental standards which may not in every instance be adequate for an individual carrier; nevertheless, the parties agree that the standards, when examined collectively, represent a fair day's pay for rural carriers.

Where discrepancies develop in the element of the present route evaluation system, which has been in use for many years, and into the time standards of the system that has been applied to office and road duties, the Employer may undertake studies to correct such discrepancies so long as the changes are consistent with the principles of this memorandum and Article 34.

Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service

Scottie B. Hicks
President
National Rural Letter
Carriers' Association

**3. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

Re: Bereavement Leave

NRLCA represented employees may use a total of up to three workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member. Authorization of leave beyond three workdays is subject to the conditions and requirements of Article 10 of the National Agreement and Subsection 510 of the Employee and Labor Relations Manual.

Definition of Family Member. "Family member" is defined as a:

- (a) Son or daughter – a biological or adopted child, step-child, daughter-in-law or son-in-law;
- (b) Spouse;
- (c) Parent, mother-in-law or father-in-law;
- (d) Sibling – brother, sister, brother-in-law or sister-in-law; or
- (e) Grandparent.

Use of Sick Leave. For employees opting to use available sick leave, the leave will be charged to sick leave for dependent care, if eligible.

Documentation. Documentation evidencing the death of the employee's family member is required only when the supervisor deems documentation desirable for the protection of the interest of the Postal Service.

Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service

Jeanette Dwyer
President
National Rural Letter
Carriers' Association

**4. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

The parties agree that the time limits for filing a grievance appeal concerning a proposed removal shall begin from the date of receipt of the notice of proposed removal; therefore, once a grievance is filed concerning such notice, it is not necessary to also file a grievance on the letter of decision. In addition, receipt of a notice of proposed removal starts the 30-day advance notice period of Article 16.4.

Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service

Scottie B. Hicks
President
National Rural Letter
Carriers' Association

**5. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

Re: Supplement to Article 16.7

1. As general principles, the parties agree that the purpose and intent of Article 16.7 is:
 - A. To afford preference eligible employees, because of their status under the Veterans' Preference Act, a choice of forums in which to obtain a resolution on the merits of certain adverse employer actions set forth in Chapter 75 of Title 5, U.S. Code. (e.g., suspensions of more than 14 days, discharge), and
 - B. To prevent situations in which the Employer is required to defend the same adverse action before the MSPB and in the Grievance-Arbitration procedure.
2. In accordance with the principles stated in 1. above, the following procedures shall be applied:
 - A. A preference eligible employee may both file a grievance and appeal to the MSPB, as appropriate, and the Union shall be entitled, at its discretion, to pursue a grievance so filed to arbitration. However, the Union will be deemed to have waived access to arbitration in any of the following circumstances:
 1. If at the time that the Union appeals the grievance to arbitration, the grievant also has an appeal pending before the MSPB. (Postmark will constitute the date of appeal to arbitration; Postmark will also constitute date of withdrawal of appeal to the MSPB);
 2. If the grievant appeals the matter to the MSPB at any time after the Union appeals the matter to arbitration. (Postmark will constitute the date of the MSPB appeal);
 3. If the MSPB issues a decision on the merits;
 4. If at any time the MSPB begins a hearing on the merits;
 5. If at any time the employee requests the MSPB to issue a decision on the record without a hearing and the MSPB has closed the record; or
 6. If at any time the employee and the Employer resolve the MSPB appeal through settlement.
3. In notices in which the Postal Service advises employees of their right to appeal to the MSPB, the following statement shall be included:

"You have the right to file an MSPB appeal and a grievance on the same matter. However, if the MSPB issues a decision on the merits of your appeal, if an MSPB hearing begins, if the MSPB closes the record after you request a decision without a hearing, or if you settle the MSPB appeal, you will be deemed to have waived access to arbitration. Further, if you have an MSPB appeal pending at the time the Union appeals your grievance to arbitration, or if you appeal to the MSPB after the grievance has been appealed to arbitration, you will be deemed to have waived access to arbitration."
4. If the Postal Service erroneously advises an employee that he or she is entitled as a result of veterans' preference to appeal to the MSPB and if MSPB declines jurisdiction, the Union shall be entitled to reinstate the grievance that was not appealed to arbitration after a Step 3 denial, because of the employee's pending MSPB appeal, within 15 days from receipt of notice that the MSPB has dismissed the appeal for lack of jurisdiction. (Receipt of notice shall be presumed to have occurred 5 days from the date of the letter dismissing the appeal).
5. At the Step 3 discussion of a grievance, the Union representative and the USPS representative each have an obligation to inform the other of the existence of a companion MSPB appeal.

Joseph J. Mahon, Jr.
Vice President

Scottie B. Hicks
President

Labor Relations
U.S. Postal Service

National Rural Letter
Carriers' Association

**6. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

It is agreed that when, as a result of a job-related illness or injury, a regular rural carrier, except when assigned work pursuant to the Memorandum of Understanding concerning Accommodation for Qualified Regular Rural Carriers with Disabilities, is unable to perform all the duties of his or her assigned rural route for a period of two years, or has submitted medical certification that he or she will be unable to perform all the duties of the assigned rural route for a period of two years, the employee must relinquish his or her route and such route will be posted for bid in accordance with Article 12.3. The Employer may choose not to have the regular carrier relinquish the route, if the Employer determines, after review of the medical documentation, that the carrier, with reasonable assistance, is able to case and deliver his or her entire route. If after providing such assistance, the Employer subsequently chooses to no longer provide the assistance to the carrier and the carrier is unable to perform all the duties of his or her assigned rural route, the carrier must relinquish his or her route. The Employer's decision to have the carrier relinquish or not relinquish his/her route is not a grievable matter under the National Agreement.

Prior to posting a route relinquished after the two year period, the Employer will request that the employee provide medical certification indicating whether the employee is, at that time, able to fully perform the duties of the assigned rural route. If the employee fails to provide such certification within 30 days of notification to do so, or if the medical certification reflects that the employee is unable to perform the full duties of the assignment, the route shall be posted, and the employee shall not be permitted to exercise his or her bid rights as to that posting.

The parties agree that the period of two years is considered uninterrupted unless the regular rural carrier is able to perform all the duties of his or her assigned rural route for a period of six or more consecutive months.

When a regular rural carrier relinquishes his or her route as a result of the above circumstances, has not yet been placed in a modified job assignment, and is working a limited duty assignment, the employee will become an unassigned regular rural carrier. Rural routes numbers 960 through 979 may be created as needed, and the carrier will be assigned to one of these routes. The employee will continue to perform the current limited duty assignment until the appropriate action is taken to have the carrier reassigned to a modified job. Management will continue to make every effort to assign this employee to a modified job.

If the carrier becomes able to perform all the duties of the rural carrier position while unassigned, and a vacancy exists in the office, the carrier will be allowed to bid on the vacancy. Should the carrier fail to bid on the vacancy, and there is a residual vacancy resulting from the posting, the carrier will be assigned to the residual vacancy.

However, should a residual vacancy not occur as a result of the posting or a vacancy does not exist in the office, the carrier will be treated as the excessed junior regular rural carrier, and reassigned in accordance with Article 12.5.A.1. Pursuant to 5 U.S.C. 8101(4), until the employee's reassignment is completed, the employee will continue to receive the same rate of pay received on the date of injury, the date disability begins, or the date of a qualifying recurrence, whichever is greater.

When a regular rural carrier relinquishes his or her route as a result of the above circumstances, has not yet been placed in a modified job assignment, and is in an injured on duty/leave without pay (IOD/LWOP) status, rural routes 980 through 989 may be created and the carrier assigned accordingly. Only those employees who are in an IOD/LWOP status may be placed on rural routes 980 through 989 because salary payments will not generate from these routes.

When creating both the 960-979 and the 980-989 routes, the route data for the newly created route must reflect the route data of the route to which the employee was assigned on the date the compensable illness or injury occurred.

Andrea B. Wilson
Manager
Labor Relations
U.S. Postal Service

Gus Baffa
President
National Rural Letter
Carriers' Association

Question: *Can a leave replacement who has been on limited duty for more than two years be placed on a 960-979 route?*

Answer: *No. The Memorandum of Understanding clearly states that 960-979 routes can only be created for a regular rural carrier when the carrier relinquishes his or her route because the carrier is unable to perform all the duties of the assigned route for a period of two years due to a job related illness or injury.*

Question: *If the assigned route of a regular carrier who is on limited duty has been adjusted to a lower evaluation or increased due to growth or mail count, should the carrier's rate of pay be adjusted accordingly?*

Answer: *No. The carrier on limited duty is paid based on the route evaluation at the time of injury.*

Question: *A carrier is placed on a 960-979 route. This route evaluation is based on the route evaluation at the time of injury. If the route at the time of injury is a seasonal route, will the carrier's rate of pay fluctuate accordingly?*

Answer: *No. The carrier's rate of pay remains that of the route evaluation at the time of injury.*

Question: *If a regular carrier submits medical certification after one year of limited duty which indicates that the carrier will be unable to perform all the duties of the assigned route for a period that extends beyond the two year period specified in the MOU; can management require the carrier to relinquish the route prior to the end of the two year period?*

Answer: *Yes. The route must be relinquished at the time the certification is provided.*

7. MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

It is agreed that the following procedure will be used in situations in which an employee, who has not been provided an accommodation in accordance with the Rehabilitation Act, is temporarily unable to perform all of the duties of his or her normal rural carrier assignment.

1. Regular rural carriers who are temporarily unable to fully perform the duties of the bid-for position will be allowed to bid for a rural carrier assignment in accordance with Article 12.3. of the USPS-NRLCA National Agreement, provided the employee will be able to perform the duties of the bid-for position within the lesser period, either six (6) months from the time the bid is awarded, or the remainder of the two (2) year period described in MOU #6 regarding relinquishing the route when a regular carrier is unable to perform all the duties of the assigned rural route for a period of two years. During this period, the position shall be held in abeyance and shall not be awarded to the employee until such time that he or she is able to perform the duties of the bid-for position. A regular carrier who has relinquished his or her route in accordance with MOU #6 is not eligible to hold an assignment in abeyance pursuant to this MOU.
2. Substitutes and Rural Carrier Associates (RCA) who are temporarily unable to fully perform the duties of a bid-for regular rural carrier position or a Part-time Flexible Rural Carrier (PTF) position will be allowed to bid for the rural carrier assignment in accordance with Article 12.3. or Article 30.2.A.3. of the USPS-NRLCA National Agreement, provided the employee will be able to perform the duties of the bid-for position within six (6) months from the time the bid is awarded. During this period, the position shall be

held in abeyance and shall not be awarded to the employee until such time that he or she is able to perform the duties of the bid-for position.

3. PTF rural carriers who are temporarily unable to fully perform the duties of a vacant regular position, will not be awarded the regular position and the vacant regular position shall be held in abeyance provided the employee will be able to perform the duties of the regular position within six (6) months from the time the position would have been awarded. During this period, the position shall be held in abeyance and shall not be awarded to the employee until such time that he or she is able to perform the duties of the bid-for position.
4. An employee currently holding an assignment in abeyance in accordance with items 1. or 2., may elect to bid on other vacancies in accordance with Article 12.3. Should the employee become the successful bidder, the employee relinquishes the first assignment and the subsequent assignment is held in abeyance for the remainder of the period described above in items 1. or 2. Pursuant to Article 12.3., when vacant regular rural routes are posted at the post office where a PTF rural carrier is currently holding a regular rural route assignment in abeyance in accordance with item 3. above, the PTF will be permitted to bid on other vacant regular routes. Should the PTF become the successful bidder, the PTF relinquishes the assignment being held in abeyance and the subsequent assignment is held in abeyance for the remainder of the period described above in item 3. Submitting a bid for other vacancies pursuant to this item does not extend the time period described above in items 1., 2. or 3. An employee must be able to perform the duties of the subsequent assignment within the abeyance period established by the first bid under this MOU.
5. Prior to the award of the bid-for position the employee must have on file or must provide medical certification indicating that the employee will be able to fully perform the duties of the bid-for position within the period described in items 1., 2., 3. or 4. If the employee fails to provide such certification, the position will not be held in abeyance and will be awarded to the next senior bidder in accordance with Article 12.3. or Article 30.2.A.3.
6. If at the end of the abeyance period described in items 1., 2., 3. or 4., the employee is still unable to perform the duties of the bid-for position, the position shall be reposted for bidding in accordance with Article 12.3. or Article 30.2.A.3. of the USPS-NRLCA National Agreement and the employee shall not be permitted to hold any positions in abeyance until they have returned to full duty.
7. If, during or at the end of the abeyance period described in items 1., 2., 3., or 4., the employee is able to fully perform the duties of the bid for position, the position held in abeyance will be awarded at the beginning of the next full pay period following the notification of return to full duty.
8. When an absent regular, PTF, substitute or RCA rural carrier has so requested in writing, stating the employee's mailing address, a copy of any notice inviting bids from the craft shall be mailed to the employee by the installation head or designee.

Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service

Ronnie Stutts
President
National Rural Letter
Carriers' Association

*There will be limited occasions when a regular rural carrier will submit a bid for rural route assignments in accordance with MOU 7, which have been changed as a result of consolidation and are posted for bid due to the displacement of one or more regular rural carriers from their assigned routes. In these instances, should a regular rural carrier bid under the provisions of MOU 7, and be the senior bidder on a rural route assignment, the route will **not** be held in abeyance as prescribed by the MOU. The regular rural carrier will be awarded and assigned the bid-for assignment, and the route vacated by the carrier will be awarded in accordance with the provisions of Article 12.*

When a regular rural carrier is displaced from the assigned route as a result of a route consolidation and the route is posted in accordance with Article 12.3.A.1.c, but the regular carrier is ineligible to bid in accordance with MOU 7; the carrier will be assigned to the residual vacancy resulting from the posting.

In those instances when the regular rural carrier, placed in the new route assignment, has not yet reached the time requirement in which the route must be relinquished in accordance with MOU 6, the time requirement will continue uninterrupted on the newly assigned route. (REF: Letter of Mutual Understanding, 10-29-2009, NRLCA B-7)

Question: This MOU permits carriers to bid on vacancies and PTF assignments when they are temporarily unable to perform the duties of the bid-for position when they have a non-job-related illness or injury. Because this is non-job-related, is the medical certification requirement the same?

Answer: Yes. Medical certification must indicate that the rural carrier will be able to fully perform the duties of the bid-for position within 6 months.

Question: When must medical certification be received?

Answer: Medical certification must be on file or provided by the employee prior to the award of the bid-for position.

Question: If an injured carrier bids to another assignment during the abeyance period, how is the original route held in abeyance now awarded?

Answer: The original route held in abeyance will be awarded during the process of awarding the subsequent bid-for assignment in accordance with Article 12.3.C.

Question: The MOU states that if at the end of the abeyance period the carrier is still unable to perform the duties of the bid for position, the position shall be reposted. Does this create a new vacancy or are the previous bids reviewed to award the assignment?

Answer: The position will be posted as a new vacancy and awarded accordingly.

Question: If a PTF rural carrier position was held in abeyance and the successful bidder was unable to perform the full duties of the assignment at the expiration of the six (6) month period; and management determines that they can no longer support the PTF position, can the position be rescinded or must it be reposted?

Answer: In accordance with Article 30.2., the establishment of a PTF rural carrier assignment is at the discretion of the Employer. If circumstances have changed since the time of the original posting for this position, management may choose not to repost the position at the expiration of the abeyance period.

Question: A PTF rural carrier is normally not required to submit a bid for a regular route posting. However, if a PTF rural carrier is currently holding a regular route assignment in abeyance due to being unable to perform the full duties of the position, is the PTF rural carrier permitted to bid on another vacancy?

Answer: A PTF rural carrier that is holding a route in abeyance may bid to a subsequent regular route vacancy in the office. The PTF must submit a bid during the posting period to be considered for the vacant regular route. If the PTF rural carrier is the successful bidder, he or she will relinquish the first route held in abeyance, which will be awarded pursuant to Article 12.3.C., and the subsequent route will be held for the remainder of the six (6) month period.

Question: MOU # 7 allows a rural carrier to submit a written request for a copy of any vacancy notice to be mailed to his or her residence in the event of an absence. Is a rural carrier required to submit only one request during his or her career in order to receive a copy of any vacancy notices?

Answer: No. A rural carrier is required to submit a request for this information during each absence.

Question: Can a carrier who has been injured on duty and is currently holding in abeyance, a bid-for assignment, bid to another assignment?

Answer: Yes. However, if the employee is the successful bidder, the employee relinquishes the original bid-for assignment and the second bid-for assignment is held in abeyance only for the remainder of the period from the time of the original bid. (MOU .7 in National Agreement)

**8. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

Right-Hand Drive Vehicles

1. Right-Hand Drive Vehicles Manufactured

The parties recognize the value of rural carriers operating right-hand drive vehicles on rural routes and, therefore, agree that during the term of the 2021 National Agreement, a regular rural carrier, part-time flexible rural carrier, substitute, rural carrier relief, or rural carrier associate employee who has completed his or her probationary period and who purchases a manufactured right-hand drive vehicle will receive a one-time payment of \$1,000 for purchasing and utilizing the right-hand drive vehicle for the purpose of providing service on his or her assigned route(s).

A vehicle will be considered a manufactured right-hand drive vehicle provided it falls into one of the two categories that follow:

A. Factory Right-Hand Drive Vehicle

1. The right-hand drive vehicle purchased must be a new current model year vehicle or prior model year vehicle that has not previously been titled; and
2. The manufacturer such as Chrysler or Subaru produces the vehicle as a right-hand drive vehicle; or

B. Re-Engineered Right-Hand Drive Vehicle

1. The vehicle must be five years or less in age at the time the rural carrier has the vehicle re-engineered;
2. The vehicle has been re-engineered to right-hand drive specifications as determined or approved by the parties;
3. The steering wheel is affixed on the right-hand side of the front passenger compartment and is the only steering column of the vehicle;
4. The brake and gas pedals are fixed and mounted on the right-hand side of the front passenger compartment and are the only brake and gas pedals for the vehicle;
5. The vehicle is equipped with an automatic transmission; and
6. The horn, turn signals, and warning lights are easily accessible to the driver.

In order to receive the incentive, no rural carrier may have previously received an incentive payment for the vehicle. A right-hand drive modification kit or surplus USPS vehicle is not considered a valid purchase for the manufactured vehicle incentive payment. Additionally, the carrier must commit to use the purchased right-hand drive vehicle to serve the route for a period of three (3) years.

2. Right-Hand Drive Vehicles Conversions

In further recognition of the value of rural carriers operating right-hand drive vehicles on rural routes, the parties agree that during the term of the 2021 National Agreement, rural carriers who convert a vehicle to a

right-hand drive configuration, will receive a one-time incentive payment of \$500 for utilizing the vehicle in an acceptable right-hand drive configuration for the purpose of providing service on his or her assigned route(s).

- A. In order for a rural carrier to be eligible for the \$500 conversion incentive payment, the vehicle converted to a right-hand drive configuration must be five years or less in age at the time of conversion. The right-hand drive conversion is considered acceptable if:
 - 1. The right-hand drive steering wheel operates the vehicle turning mechanism via a pulley or chain system attached to the primary steering column or the right-hand drive steering column is fixed directly into the gearbox of the vehicle;
 - 2. The brake and gas pedals are fixed and mounted on the right-hand side of the front passenger compartment. The brake and gas pedals may operate the primary vehicle pedals via a metal bar or other device;
 - 3. The vehicle is equipped with an automatic transmission;
 - 4. The horn, turn signals, and warning lights are reasonably accessible to the driver from the right-hand side sitting position;
 - 5. The vehicle must be able to pass state vehicle inspection in the state the vehicle is registered and the state in which it is operated; and
 - 6. The conversion does not interfere with vehicle standard safety equipment such as airbags, and does not cause Department of Transportation issues.
- B. Converted vehicles not meeting these requirements are considered unacceptable right-hand drive conversions and no incentive will be paid. Also, a vehicle could be unacceptable if there is any other reason to believe the conversion mechanism is unsafe. Passengers cannot be carried in the left-hand front seat of a pulley or chain-operated system while the carrier is using the vehicle to perform his or her official duties associated with route delivery. Additionally, the carrier must commit to use the converted right-hand drive vehicle to serve the assigned route(s) for a period of three (3) years.

3. Right-Hand Drive Vehicles – Used

During the term of the 2021 National Agreement, rural carriers who purchase used right-hand drive vehicles, manufactured or converted, meeting the restrictions as found in 1. or 2. above, on which a \$1,000 or \$500 incentive payment has not been previously paid, will be eligible for a \$500 incentive payment provided that the vehicle is five years or less in age at the time of purchase and the carrier commits to use the right-hand drive vehicle to serve the assigned route(s) for a period of three (3) years.

4. Assignment

The Postal Service also agrees that any regular carrier who is eligible to receive an incentive payment under this MOU, will not be assigned a postal-owned or postal-leased vehicle for a three-year period from the date of purchase of or conversion to a right-hand drive vehicle. This three-year period will remain in effect as long as the carrier remains on a route on which no postal vehicle is provided and continues to utilize the right-hand drive vehicle to effect delivery. Discontinued use of the right-hand drive vehicle will void the three-year waiver and could result in full or partial recovery of any incentive payment.

In order to be eligible for the three-year waiver, a regular rural carrier must advise the postmaster/manager, in writing, that he or she intends to purchase a right-hand drive vehicle or convert a vehicle to a right-hand drive configuration for use on the route(s) and that the purchase or conversion will be completed within sixty (60) calendar days. The postmaster/manager must advise the carrier, in writing, within ten (10) working days as to whether or not the Postal Service intends to provide a vehicle for the route. **In these instances the Postal Service will provide a vehicle for the route within 90 days of the carrier's written notification of intent.**

The Postal Service may advise the carrier anytime during the three-year waiver period of its intent to provide a vehicle at the end of the period. The applicable provisions of the March 7, 1988, Memorandum of Understanding concerning Employer-provided vehicles to rural routes would go into effect at that time.

The incentive payment and three-year waiver do not apply when a carrier purchases, re-engineers, or converts a vehicle to a right-hand drive vehicle after being notified by the Postal Service of its intent to provide a postal-owned or postal-leased vehicle for the route, or when a carrier is assigned to or bids on a route which already has a postal-owned or postal-leased vehicle assigned to the route.

5. Incentive Payment

Rural carrier eligibility for an incentive payment and three-year waiver will be in effect over the term of this Agreement. In order to receive the manufactured vehicle \$1,000 incentive payment, the rural carrier must submit a copy of the vehicle sales receipt or a receipt for the re-engineering dated within the term of the 2021 Agreement, the vehicle identification number and postmaster/manager certification. In order to receive the used right-hand drive vehicle or vehicle conversion \$500 incentive payment, the rural carrier must submit a copy of the vehicle or conversion kit sales receipt dated within the term of the 2021 Agreement, the vehicle identification number and postmaster/manager certification that the carrier has purchased or converted a right-hand drive vehicle for use on the route.

Any previously owned manufactured or converted right-hand drive vehicle on which an incentive payment has been previously paid will not qualify for a second \$1,000 or \$500 incentive payment. No rural carrier may receive an incentive payment more than once every three years. Incentive payment requests will be submitted based on instructions issued by appropriate district personnel.

Katherine Attridge
Vice President
Labor Relations
U.S. Postal Service

Ronnie Stutts
President
National Rural Letter
Carriers' Association

Q & A

1. If a carrier purchases a used right-hand drive vehicle from a carrier who has retired from the Postal Service, will the carrier be eligible to receive an incentive payment?

A. If the vehicle meets the restrictions as found in sections 1 or 2 of the MOU, has not been identified as a RHD vehicle for which a carrier has previously received a \$1000 or \$500 incentive payment, is 5 years or less in age at the time of purchase and the carrier commits to use the RHD vehicle to serve the route (s) for a period of three (3) years, the carrier would be eligible to receive a \$500 incentive payment for purchase of a used RHD vehicle.

2. If a leave replacement's primary route has an assigned LLV, will the carrier still be eligible for the RHD vehicle incentive payment?

A. The leave replacement will be eligible for an incentive payment provided there are routes in the office that are not assigned Employer provided vehicles.

3. What is a "re-engineered" vehicle? How does it differ from a "converted" vehicle?

A. A re-engineered vehicle does not have a pulley, chain or belt attached to the primary steering wheel, gas, and or brake pedals on the left-hand side, which allows for operation of the vehicle from the right-hand side. A vehicle using a pulley, chain, or belt mechanism would be classified as a converted vehicle. In addition, a re-engineered vehicle will have the steering wheel on the right-hand side, along with the gas pedal and brake pedal. These will be the only steering columns and pedals in the vehicle. The vehicle must operate with an automatic transmission and must be able to pass the state vehicle safety inspection. The horn and turn signals must also be functional from the right side.

4. What happens if a regular carrier submits an Intent to Purchase form and the Postmaster/Manager is told by the district that the office will not be receiving any vehicles, yet one year later LLVs are deployed to the office?

A. The Postal Service has agreed through the terms of this MOU, that an Employer provided vehicle will not be assigned to the route of any regular carrier who is eligible for an incentive payment and a corresponding waiver, for a period of three (3) years from the date of purchase of or conversion to a right-hand drive vehicle. The Postal Service may advise the carrier at any time during the three-year waiver period of its intent to provide a vehicle at the end of the period.

5. What is the time frame for placing a government vehicle on a route when management declares there is a “plan” to do so and refuses the RHD incentive?

A. The Postal Service shall within 90 days of the carriers written notification of intent, place a vehicle on the route.

6. What happens if a PTF rural carrier, substitute, RCA, or RCR submits an Intent to Purchase form and the Postmaster/Manager is told by the district that the office will not be receiving any vehicles, yet one year later LLVs are deployed to the office?

A. The rural carrier has committed to use the RHD vehicle to serve the assigned route(s) for a period of three (3) years, as appropriate. If the Postal Service later deploys LLVs to the office as indicated above, and the leave replacement is unable to continue use of the RHD vehicle on his or her assigned route(s), there will be no action taken to recover any portion of the incentive payment.

7. What happens if the carrier cannot get the manufactured vehicle or conversion purchase completed within 60 calendar days as required by the provisions of the MOU? Does this void the carrier’s eligibility for an incentive payment and the three-year waiver?

A. Yes. The purchase of or conversion to a RHD vehicle must be completed within sixty (60) calendar days following the Notice of Intent to Purchase in order for the carrier to be eligible for the incentive payment and three-year waiver.

8. How will the local manager know if a carrier is purchasing a vehicle for which an incentive payment has already been received?

A. The paperwork required to receive the incentive payment includes a record of the Vehicle Identification Number (VIN) for the purchased or converted vehicle. The VIN is also a required field in the eAwards system. The system will provide an alert to the manager if the VIN entered has been previously used in a submission for an incentive payment.

RIGHT-HAND DRIVE (RHD) VEHICLES MOU INSTRUCTIONS

Any regular rural carrier, part-time flexible rural carrier, substitute, rural carrier relief, or rural carrier associate who has completed his/her probationary period, and who purchases a manufactured right-hand drive vehicle for use when providing service on the assigned route(s), is eligible for an incentive payment of \$1,000 in accordance with MOU # 8, Right-Hand Drive Vehicles.

Furthermore, any regular rural carrier, part-time flexible rural carrier, substitute, rural carrier relief, or rural carrier associate employee who has completed his/her probationary period, and who converts a vehicle to an acceptable right-hand drive configuration, or purchases a qualified, used manufactured or converted right-hand drive vehicle, will receive an incentive payment of \$500 for utilizing the vehicle for the purpose of providing service on his/her assigned route(s).

Instructions for completion of the forms required in order to make the purchase and receive the incentive payment are set forth below:

Notice of Intent to Purchase a Manufactured, Converted, or Used Right-Hand Drive Vehicle for use on My Rural Route

Any rural carrier who is considering purchasing a manufactured, converted, or used RHD vehicle for use on his or her

route(s) should first consult with the supervisor/postmaster to determine if the Postal Service plans on providing postal-owned or postal-leased equipment for the route. The carrier will make his or her intentions known by completing the notice of intent to purchase form and giving it to the postmaster/supervisor.

The postmaster/supervisor has ten (10) working days from the receipt of the notice to contact the appropriate district personnel and determine if there are any plans to provide the route with a vehicle.

If no postal-owned or postal-leased vehicle is planned for the route, the postmaster/supervisor signs and dates Section A. of the intent form and gives a copy to the carrier. The carrier has sixty (60) days from the date of notification by the postmaster/supervisor to purchase an approved RHD vehicle under the provisions of the MOU. (NOTE: A signed purchase order is acceptable if the vehicle must be ordered and delivery to the carrier cannot be completed within the sixty (60) day period.)

If a postal-owned or postal-leased vehicle is planned for the route, the postmaster/supervisor signs and dates Section B. of the intent form and gives a copy to the carrier. The carrier is not eligible for the waiver or the applicable incentive payment.

Request for Incentive Payment and/or USPS Waiver Offer for Purchase of a Right- Hand Drive Vehicle

After being advised that the Postal Service does not intend to provide a vehicle for the route, the carrier has sixty (60) days to complete the purchase of an approved RHD vehicle. If the carrier purchases an approved RHD vehicle during the sixty (60) day period, he/she should complete a request for incentive payment and/or USPS waiver offer form. If the carrier has followed proper procedure (completed an intent form and the purchase was authorized), he or she must complete Section 1. of the incentive/waiver request form and provide appropriate documentation. The postmaster/supervisor must complete Section 2. of this form certifying carrier purchase of an approved RHD vehicle and his/her pledge to utilize the vehicle on the assigned route(s) for at least three years. This will provide a regular carrier with a three-year period during which the Postal Service will not assign a postal-owned or postal-leased vehicle to the route.

Also included in Section 2 is a statement of eligibility for an incentive payment. If the vehicle meets the requirements of the MOU, the carrier is eligible for an incentive payment and the remainder of the information in this section is completed.

Processing of Right-Hand Drive Incentive Payments

The only method to process a RHD incentive payment is via the eAwards application. No forms should be submitted to the Eagan ASC. The unique eAward Code 40 has been created for use with the RHD incentive payment. The same award code is to be used for both the \$500 and \$1,000 payments.

The following vehicle information is required and must be entered in the “Basis for Award” field:

- *New Purchase, Re-engineered, Conversion, or Used Vehicle*
 - *Make, Model, and Date of Purchase*
-

All copies of the documentation related to a RHD incentive payment should be retained at the district finance office.

**NOTICE OF INTENT TO PURCHASE A MANUFACTURED, CONVERTED, OR
USED RIGHT-HAND DRIVE VEHICLE
FOR USE ON MY RURAL ROUTE(S)**

TO BE COMPLETED BY THE RURAL CARRIER:

This is to advise you that I am presently considering the purchase of a right-hand drive vehicle for use on my assigned rural route(s). I am asking you to advise me if the Postal Service intends to provide a postal-owned or postal-leased vehicle for my assigned route(s). If you advise me that the Postal Service does not presently intend to provide a vehicle, I understand that I will have sixty (60) days from the date of notification to complete the purchase. If I have not completed the purchase of the RHD vehicle within sixty (60) days, I understand that I will not be eligible for the three-year waiver, if applicable, that would be provided under the terms of the Memorandum of Understanding on right-hand drive vehicles. I also understand that I may be eligible for an incentive payment if the vehicle that I purchase meets the requirements of the aforementioned memorandum.

RURAL CARRIER SIGNATURE: _____

Date: _____ OFFICE: _____ RT. #: _____

TO BE COMPLETED BY THE POSTMASTER/MANAGER:

(Section A or B must be completed within 10 working days of receipt from the carrier)

A.) This is to advise you that the Postal Service presently has no intention of providing a postal-owned or postal-leased vehicle for your route. As of this date, you will have sixty (60) days to complete the purchase of a right-hand drive vehicle in order to be eligible for the three-year waiver, if applicable, and any incentive payment.

POSTMASTER/MANAGER SIGNATURE: _____

Date: _____ OFFICE: _____

B.) This is to advise you that the Postal Service intends to provide a postal-owned or postal-leased vehicle for your route and that your request for a three-year waiver, if applicable, and an incentive payment for purchase of a right-hand drive vehicle is denied.

POSTMASTER/MANAGER SIGNATURE: _____

Date: _____ OFFICE: _____

**REQUEST FOR INCENTIVE PAYMENT AND/OR USPS WAIVER OFFER
FOR PURCHASE OF A RIGHT-HAND DRIVE VEHICLE**

In accordance with the Memorandum of Understanding regarding an incentive to rural carriers for purchase of right-hand drive (RHD) vehicles and a three (3) year waiver of vehicles provided by the USPS for regular carriers, the following information is provided relative to my purchase:

1. Rural Carrier

I, _____, purchased an acceptable right-hand drive
(Print Employee Name)
_____ on _____
(Vehicle Year/Make/Model) (Purchase Date)

I pledge that I will use the RHD vehicle on my assigned rural route(s) for at least three years from the date of purchase and I understand that I could forfeit all or part of any incentive payment for which I may be eligible if I discontinue use of the vehicle on the route(s) prior to the end of the three-year period. I further understand that, as a regular rural carrier, the Postal Service will not assign a postal-owned or postal-leased vehicle to my route during this three-year period.

2. Postmaster/Manager

I, _____, certify that _____ purchased a
(Postmaster/Manager Name) (Rural Carrier Name)
right-hand drive _____ on _____ and has
(Vehicle Year/Make/Model) (Purchase Date)

pledged to use this vehicle on his/her assigned rural route(s) for at least the next three years. With this purchase and pledge, the Postal Service will not assign a postal-owned or postal-leased vehicle to his/her route, if a regular carrier, during this three-year period. I further certify that the carrier (is) (is not) (circle one) eligible for the incentive payment for purchase of a right-hand drive vehicle.

(Carrier Signature) (date) (Postmaster/Manager Signature) (date)
Employee Name: _____ Route #: _____

Post Office: _____ City/State/Zip Code: _____

Finance Number: _____ Employee ID Number (EIN): _____

Account Number: 52463 Pay Location: _____

Vehicle ID Number (VIN): _____

Authorized Incentive Payment (Check One):

_____ **Manufactured** RHD vehicle incentive payment of \$1,000

_____ **Converted or Used** RHD vehicle incentive payment of \$500

**9. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

Availability of USPS Surplus Vehicles

The parties recognize the value of rural carriers operating right-hand drive vehicles on rural routes and the responsibility to provide for the safety of the rural carriers while in the performance of their duties. Therefore, the following represents the revised policy as it relates to the sale of surplus postal vehicles to rural carriers.

When right-hand drive vehicles become surplus, the Headquarters Office of Fleet Management will determine their disposition as operable vehicles, parts-only vehicles or scrap. Fifteen days prior to offering surplus right-hand drive vehicles for public sale, the local Manager, Vehicle Maintenance Facility, will notify all local offices with rural delivery in the VMF service area, that rural carriers may purchase these vehicles exclusively for two (2) business days immediately preceding the start of a general sale. The rural carrier must certify that he or she intends to use the vehicle in conjunction with his or her duties and responsibilities as a rural carrier.

After being offered for sale for two days to rural carriers, surplus right-hand drive vehicles may then be offered for immediate sale to the general public and all eligible postal employees, including rural carriers, in accordance with the current sales policy.

Employees intending to purchase a surplus right-hand drive postal service vehicle will be granted leave to the maximum extent practicable to attend at least one of the two exclusive sale days.

Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service

Ronnie Stutts
President
National Rural Letter
Carriers' Association

**10. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

The parties agree that a regular rural carrier who wants to relocate because of a spouse's relocation or a personal hardship may be appointed as a rural carrier associate (RCA), provided there is a leave replacement vacancy in the office to which the regular carrier seeks relocation and the regular carrier resigns his or her career position prior to appointment as an RCA.

The regular carrier must submit a written request for an appointment as an RCA to the installation head at the office where the appointment is desired and must provide a copy of the request to the installation head at the office where currently employed. Acceptance of the carrier's request is at the discretion of the installation head of the gaining office, provided a leave replacement vacancy exists in the office and all contractual provisions concerning the filling of such vacancies are followed.

Upon receipt of the request at the gaining office, the installation head or designee will advise the regular carrier whether the request is accepted and, if so, the effective date of the RCA appointment. The regular carrier must then resign from the Postal Service at least six (6) days prior to the effective date of the RCA appointment. Following the six-day break in service, the individual will be appointed as an RCA in the new installation. The individual's seniority as an RCA will begin with the effective date of the appointment. No new probationary period shall be required.

Anthony J. Vegliante
Vice President
Labor Relations
U.S. Postal Service

Steven R. Smith
President
National Rural Letter
Carriers' Association

Question: *If a regular carrier desires reassignment to an RCA position due to relocation or personal hardship, may the carrier resign and be reinstated to an RCA position at a later date?*

Answer: *No. A regular carrier wishing to be reassigned as an RCA upon relocation due to personal hardship must follow the procedures as outlined in the MOU. Should a regular carrier resign his position prior to acceptance by the installation head of the gaining office for an available RCA position, the carrier would have to apply for any desired RCA vacancy through eCareer*

**11. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

Joint Education and Training Fund

The parties are committed to improving the working life of rural carriers and enhancing the effectiveness of the Postal Service. The parties further recognize that to reach these objectives, both managers and rural carriers need to be provided educational and training opportunities which encourage and support improved labor/management relationships at all levels, as well as innovative joint approaches to achieving improved organizational effectiveness. Toward that end, the parties agree to continue the Joint Education and Training Fund for the purpose of providing education and training in the following areas:

- A. Conflict Resolution
- B. Team Building
- C. Communication Skills
- D. Labor/Management Relations
- E. Such other initiatives as advanced by the parties at the national level.

The Fund shall be administered jointly by a representative appointed by the Employer and the President of the National Rural Letter Carriers' Association. These representatives shall establish such policies and procedures as may be necessary to administer the Fund and to evaluate and approve or disapprove education and training requests.

The USPS shall contribute \$750,000 to the Fund for FY 2022 and shall replenish the Fund in the same amount for FY 2023 and FY 2024.

Katherine Attridge
Vice President
Labor Relations
U.S. Postal Service

Ronnie Stutts
President
National Rural Letter
Carriers' Association

Question: *Who may submit a request for JETF funds?*

Answer: *In accordance with the MOU Implementation Guidelines provided, a request for JETF funds must be submitted jointly by a NRLCA District Representative and a USPS manager at the district level*

**12. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

Part-time Flexible Rural Carrier Court Leave

1. A part-time flexible rural carrier will be eligible for court leave as defined in Employee and Labor Relations Manual sections 516.1 and 516.31, if the employee would otherwise have been in a work status or annual leave status.
2. If eligibility is established under paragraph 1, the specific amount of court leave for an eligible part-time flexible rural carrier shall be determined on a daily basis as set forth below:
 - a. If previously scheduled for a full assignment(s) on a regular and/or auxiliary route, the evaluation of the full assignment on the regular and/or auxiliary route(s).
 - b. If previously scheduled to perform auxiliary assistance, the number of hours the part-time flexible rural carrier would have reasonably worked in the performance of the assignment(s) at the attained straight time rate.
 - c. If previously scheduled for annual leave, the number of hours at the attained straight time rate with the hours previously requested and granted annual leave restored to the employee's annual leave balance.
3. The amount of court leave for part-time flexible rural carriers shall not result in more than 40 hours in a service week when combined with work hours and any other leave.

Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service

Ronnie Stutts
President
National Rural Letter
Carriers' Association

**13. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

Assistant Rural Carrier

The parties agree **that** an assistant rural carrier (ARC) will be a **non-career**, bargaining unit employee with limited contractual benefits, performing service **either** on Saturdays, Sundays, and holidays **consistent with current practice, or parcel delivery on any day of the week.**

The assistant rural carrier will receive hourly compensation in accordance with Table Four, *Rural Carrier Associate***/Assistant Rural Carrier**** Straight-Time Hourly Wage Rates.*

All other principles and work rules for assistant rural carriers will be outlined in the Implementation Guidelines.

Katherine Attridge
Vice President
Labor Relations
U.S. Postal Service

Ronnie Stutts
President
National Rural Letter
Carriers' Association

**14. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

The United States Postal Service and the National Rural Letter Carriers' Association face a very exciting and challenging future as we continue to expand the role of the Postal Service as an important gateway to the American household. Going forward, our future success will depend largely on how well we work together as a team. How well we put forth our best efforts on behalf of the Postal Service, to be successful, we must create work relationships that recognize our differences, and build on our strengths. We must create a safe and secure work environment for every single employee. We must take individual responsibility for our actions, and our words, and we must help instill a sense of pride in every employee who works for our organization.

Emphasis must be placed on the corporate objective that all managers, supervisors, and union representatives give the highest priority to compliance with our collective bargaining agreement. The United States Postal Service and the National Rural Letter Carriers' Association are fully committed to abide by the provisions of the National Agreement.

We all invest a large amount of time at work and the workplace environment is important to us all. That's why each and every one of us is responsible for building a work environment that is healthy and successful, to ensure a vibrant, robust Postal Service for the future.

Our vision of a better, healthier workplace is an environment where supervisors and employees have constructive dialogue with each other, where differences are recognized, and diversity is valued, where we are able to work together, and unlock the great potential of our workforce.

Anthony J. Vegliante
Vice President
Labor Relations
U.S. Postal Service

Steven R. Smith
President
National Rural Letter
Carriers' Association

**15. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

RESERVED

**16. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

Sick Leave for Dependent Care

The parties agree that, during the term of the 2021 National Agreement, sick leave may be used by an employee to give care or otherwise attend to a family member having an illness, injury, or other condition which, if an employee had such condition, would justify the use of sick leave by that employee. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. Up to 80 hours of sick leave may be used for dependent care in any leave year. Approval of sick leave for dependent care will be subject to normal procedures for leave approval.

Katherine Attridge
Vice President
Labor Relations
U.S. Postal Service

Ronnie Stutts
President
National Rural Letter
Carriers' Association

1. Use of Earned Sick Leave

The Memorandum of Sick Leave for Dependent Care (MOU) provides that sick leave may be used by an employee to give care or otherwise attend to a family member with a medical condition, which, if an employee had the same condition, would justify the use of sick leave. The sick leave that an employee is allowed to use under the MOU is not additional sick leave; it is simply the earned sick leave that the employee has accrued under the Postal Service's regular sick leave policy as set forth in ELM section 513. However, there is a limit to the number of sick leave hours an employee can use for dependent care purposes under the MOU; an employee can use no more than 80 hours of his or her earned sick leave within each leave year.

2. Defining a Dependent

Dependents under the MOU are defined just as the Family Medical Leave Act (FMLA) defines them. Family members who qualify as dependents under the MOU include son or daughter, parent, and spouse as defined in ELM section 515.2 (Definitions).

3. Approval of Sick Leave for Dependent Care

Approval of sick leave to care for a family member is the same as it is for approval of sick leave for the employee. (See ELM section 513). Therefore, the employee should normally submit a PS Form 3971 for approval in advance to the appropriate supervisor.

To obtain approval of sick leave under the MOU, the employee must provide the following information in the remarks section of the PS Form 3971 or on an attachment thereto. First, that the sick leave is requested to care for or attend to a son, daughter, spouse, or parent. Second, the employee must specify the medical facts and provide the necessary explanation and/or documentation in support of the illness, incapacity, or other condition affecting the dependent in order for the supervisor to determine whether that same condition - if afflicting the employee - would warrant use of sick leave. Third, the employee must state the nature of his or her need to care for or attend to the dependent.

4. Documentation

In accordance with normal sick leave policy, medical documentation or other acceptable evidence of the medical need of the dependent is required in the following circumstances; when the employee is on restricted sick leave (ELM section 513.39); when it is deemed desirable by the supervisor for the protection of the Postal Service's interests (ELM section 513.361); when the sick leave is for extended periods (ELM section 513.363); or when the absence exceeds three days (ELM section 513.362).

Documentation or explanation of the dependent's relationship to the employee may also be required. With regard to filing this documentation, supervisors have a responsibility to protect employees' dependents' privacy as well as the privacy of employees. If it is necessary to retain documentation containing restricted medical information for an employee's dependents, it is to be filed in the leave requester's medical file, unless the dependent is also an employee.

More information on retention of medical documentation can be found in ELM 868.3 Preservation of Privacy and MI EL-860-98-2 Employee Medical Records.

In addition, such medical documentation or evidence of medical need is required when necessary to determine whether the FMLA applies to the employee's situation. Supervisors are reminded that they have an obligation to advise the employee of his or her FMLA rights if they become aware of circumstances, which may trigger the FMLA, such as caring for a dependent with a "serious health condition" (see ELM section 515, Absence for Family Care or Illness of Employee). If such condition exists, it may invoke the protections of the FMLA.

5. Sick Leave for Dependent Care and the FMLA: Differences and Overlap

The FMLA entitles employees to time off for specified situations. Under the FMLA, the determination of whether the time off is paid or unpaid is left to the employer's leave policies. Allowing the use of sick leave for dependent care is a new policy available to all NRLCA leave earning employees.

FMLA coverage for an absence depends on the employee's eligibility and the reason for the absence. Sick leave for dependent care may or may not be covered by the FMLA, the same as sick leave for an employee's illness may or may not be covered by the FMLA. Unless the employee's situation meets the FMLA criteria, it is not an FMLA covered absence. Under the MOU, it is not necessary that sick leave be used for a serious health condition, as it is under the FMLA. The definition for a dependent in the MOU is the same that is defined in the FMLA.

6. Corrective Action for Irregular Attendance

The MOU does not diminish the employee's obligation to maintain regular attendance. Irregularities in attendance can be the basis for corrective action, including discipline. However, absences, which qualify under the FMLA, cannot be considered in any determination to take disciplinary action.

**17. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

Leave Sharing

The Postal Service will continue a Leave Sharing Program during the term of the 2021 National Agreement under which career postal employees are able to donate annual leave from their earned annual leave account to another career postal employee, within the same geographic area serviced by a postal district. Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earning category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not donate leave to their immediate supervisors.

To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions or pregnancy and (b) must be known or expected to miss at least 40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or her absence approved pursuant to standard attendance policies. Donated leave may be used to cover the 40 hours of LWOP required to be eligible for leave sharing.

For purposes other than pay and legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave.

Donated leave may be carried over from one year to the next without limitation. Donated leave not actually used remains in the recipient's account (i.e., is not restored to donors). Such residual donated leave at any time may be applied against negative leave balances caused by a medical exigency. At separation, any remaining donated leave balance will be paid in a lump sum.

Katherine Attridge
Vice President
Labor Relations
U.S. Postal Service

Ronnie Stutts
President
National Rural Letter
Carriers' Association

Question: Is a rural carrier required to use 40 hours of LWOP prior to utilizing donated leave?

Answer: *No. The career rural carrier must be known or expected to miss at least 40 or more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover. He or she is not required to be in a LWOP status for these 40 hours prior to utilizing donated leave.*

18. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

RESERVED

19. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

Revenue Generation

Postal customers are experiencing a changing business environment which provides alternate access channels to satisfy their postal needs. As a result, the stamp purchasing practices of customers residing on rural routes have changed.

In an effort to better utilize the current stamp stock weekly credit during the term of this Agreement, the parties agree that, in addition to serving the stamp sale needs of its customers, rural carriers will engage in revenue generating initiatives.

Initiatives for generating revenue would include rural carriers submitting leads from business customers currently utilizing our competitors; increasing customer awareness of our products and services; and informing customers of the USPS website usps.com in an attempt to promote alternate access to Postal products and services.

The parties agree that employee involvement in generating revenue is an essential element in ensuring the success of the Postal Service

Question: *Will rural carriers receive additional compensation for participating in revenue generation initiatives (Rural Reach)?*

Answer: *Yes. Under the Rural Route Evaluated Compensation System (RRECS) carriers shall use Activity / Hot Key Stroke M when engaging a customer to generate a lead for the Rural Reach program.*

20. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

RESERVED

**21. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

RESERVED

**22. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

The parties agree that until such time as the revised Evaluated Compensation System is implemented, carriers on rural routes that have assigned Employer provided vehicles and receive delivery point sequence (DPS) flats may, at their option, case and strap out DPS flats with other mail in accordance with Handbook PO-603, Section 15, Schedules.

Casing of DPS flats at the carrier's option will not affect or modify mail count procedures or the application of the DPS flats time standard. Additionally, management may require these carriers to take DPS flats directly to the street without casing in certain situations, such as, leaving so late as to cause significant delays in the customer's anticipated delivery window; being unable to return to the office in order to meet the primary dispatch; or exceeding, on a consistent basis, the overall weekly evaluation of the route.

Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service

Jeanette Dwyer
President
National Rural Letter
Carriers' Association

**23. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION
Non-Career Employee Health Benefits**

After one year of continuous employment, any eligible non-career rural carrier employee who wants to pay health premiums to participate in the Federal Employees Health Benefits (FEHB) Program on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. The total cost of health insurance is the responsibility of the non-career employee except as provided below.

The Postal Service will make a bi-weekly contribution to the total premium for any non-career rural carrier employee who wishes to participate in the USPS Non-Career Health Care Plan (USPS Plan) self-only option, equal to the greater of (a) \$125, or (b) the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations.

The Postal Service will make a bi-weekly contribution equal to 65% of the total premium for any non-career rural carrier employee who wishes to participate in the USPS Non-Career Health Care Plan (USPS Plan) for either self plus one or family coverage during the non-career rural carrier employee's initial year of non-career employment.

After a non-career rural carrier employee's first year of employment, the Postal Service will make a bi-weekly contribution equal to 75% of the total premium for either self plus one or family coverage.

Effective Plan Year 2023, the Postal Service will make a bi-weekly contribution equal to 75% of the total premium for any eligible non-career rural carrier employee who wishes to participate in the USPS Non-Career Health Care Plan (USPS Plan) for self, self plus one, or family coverage, regardless of year of employment.

Any non-career rural carrier employee wishing to make his or her health care contribution on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures.

All non-career rural carrier employees will be eligible for the USPS Plan within a reasonable period from the date of hire and entry into a pay status, consistent with the requirements established under the Patient Protection and Affordable Care Act.

The Postal Service shall continue to provide the USPS Plan with self-only, self plus one, and family options for the duration of this Agreement.

Katherine Attridge
Vice President
Labor Relations
U.S. Postal Service

Ronnie Stutts
President
National Rural Letter
Carriers' Association

**24. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

Rural Delivery Task Force

The parties recognize the need to jointly review rural delivery methods and processes to ensure we leverage technological advances and modernization to place the Postal Service and the rural carriers in the best position to align with our customers' changing needs, ensuring that we remain the provider of choice. Therefore, the parties agree to establish a joint Rural Delivery Task Force.

The Task Force will consist of an equal number of members appointed by the Vice President, Labor Relations and the President, National Rural Letter Carriers' Association (NRLCA). The Task Force should include cross-functional Postal Service representation in order to fully implement any recommendations. Task Force members will meet on a regular basis and through a cooperative effort will discuss issues affecting rural delivery, working towards viable solutions and will also develop and test new work methods and concepts, as it deems appropriate.

The parties have identified several areas to be initially examined by the Task Force, to include:

- Leave Replacement Task Force recommendations
- Scheduling

- **Casing equipment and casing methods**
- **Efficiency and use of space**
- **Seasonal Routes**
- **Vehicle deployment**
- **Contract Compliance**

The Task Force has the authority to address any issues it feels would improve overall efficiency, improve the work climate, or position the Postal Service to achieve service excellence.

This agreement is without prejudice to the Postal Service's right to make changes to policy consistent with Articles 19 and 34, and the NRLCA's ability to challenge the same.

The Task Force shall convene within thirty (30) days of the ratification date of this Agreement and will function for the term of the 2021 USPS/NRLCA National Agreement.

Katherine Attridge
Vice President
Labor Relations
U.S. Postal Service

Ronnie Stutts
President
National Rural Letter
Carriers' Association

**25. MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

Joint Workplace Improvement Process

The parties are committed to creating and enhancing a culture in the workplace that improves relationships between management and rural letter carriers for the purposes of providing a safe, efficient work environment in which all employees are treated with dignity and respect. The parties recognize that such a work environment puts the Postal Service and its employees in the best position to accomplish our mission of providing the highest quality service to our customers.

Therefore, the parties agree to the following Rural Joint Workplace Improvement Process (RJWIP).

Rural Joint Workplace Improvement Process (RJWIP):

The process will be overseen by the Vice President, Labor Relations and the President, National Rural Letter Carriers' Association (NRLCA), or their designees. Representatives will be designated at the area and district levels. These representatives will work in teams of two, with one member representing the Postal Service and one member representing the NRLCA.

Area teams will be comprised of the Area Manager, Labor Relations and the NRLCA Executive Committeeman for that area, or their designees. District teams will include the District Manager, Labor Relations, and the NRLCA District Representative, or their designees.

The district teams will jointly identify locations to implement the RJWIP. Once a location is identified, the team will thoroughly review all relevant factors that affect the workplace culture or safety of that location. These factors include, but are not limited to:

- The treatment of employees.
- Communication between the rural letter carriers, union representatives and local management.
- Policies and practices regarding safety both in the office and on the street.

After the review above is completed, the team will jointly develop recommendations for changes and an action plan to implement in each location. A copy of the findings and recommendations will be forwarded to the District Manager, Labor Relations, for review and assignment of responsibility for implementing changes. The team will monitor the progress of the action plan and ensure timely implementation of the changes.

If either district team member believes that a location should receive a review, and this is not supported by their respective counterpart, the location and appropriate justification for review, should be forwarded to the area team with a copy to the Area Manager, Labor Relations. The area team will make a determination as to whether the RJWIP should be implemented in that location and assign the necessary personnel to complete the review.

When an area team is involved in identifying or reviewing a location, a copy of their findings and recommendations must be sent to the Vice President, Labor Relations and the President, NRLCA, or their designees.

Should any issues be escalated to the national level, the parties will determine whether the RJWIP will be implemented, to include recommending and monitoring changes.

Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service

Ronnie Stutts
President
National Rural Letter
Carriers' Association

TABLE THREE
**Rural Carrier Associate/
 Rural Carrier Relief**
Straight-Time Hourly Wage Rates

Effective Date	General Wage Increase	Wage Adjustment	Sch 1* Hourly Rate	Sch 2** Hourly Rate
11/20/2021	1.3%	1.0%	24.52	28.66
11/19/2022	1.3%	1.0%	25.07	29.30
11/18/2023	1.3%	1.0%	25.62	29.94

* Applies to rural carrier associates hired from August 24, 1991, through August 10, 2012.

** Applies to rural carrier associates and rural carrier relief employees on the rolls prior to August 24, 1991.

TABLE FOUR
Rural Carrier Associate*/
 Assistant Rural Carrier******
Straight-Time Hourly Wage Rates

Effective Date	General Wage Increase	Wage Adjustment	Hourly Rate
11/20/2021	1.3%	1.0%	19.50
11/19/2022	1.3%	1.0%	19.94
11/18/2023	1.3%	1.0%	20.38

*** Applies to rural carrier associates hired on or after August 11, 2012.

**** **Non-career employees who may work Saturdays/Sundays/Holidays or seven days per week, predominately for parcel delivery.**