

LABOR RELATIONS



Mr. Dale A. Holton
President
National Rural Letter Carriers'
Association
1630 Duke Street, 4th Floor
Alexandria, VA 23314-3465

Re: C95R-4C-C 98023318
G. Mycock III
Bear, DE 19701-9998

Dear Dale:

The parties recently met in pre-arbitration discussion regarding the above referenced case.

The issue in this grievance is whether rural carriers are entitled to additional compensation when required to perform an additional trip(s) to the street due to mail that could not be accommodated on the first trip, either due to the volume of mail or the physical size of the parcels, or both.

Handbook PO-603, Rural Carrier Duties and Responsibilities, Section 141.2, Vehicle Requirements states, "Your personal vehicle must be large enough to accommodate the normal mail volume and constructed to protect the mail from loss or damage."

During our discussion, we mutually agreed that the following will constitute full and complete settlement of this grievance:

Adequate Size Vehicle

The parties agree that the above provision indicates that a rural carrier, who is required to furnish a personal vehicle, should provide a vehicle of sufficient size that will normally carry all of the mail for the route. The parties agree that generally, the carrier's personal vehicle may be of adequate size to accommodate all the mail for the carrier's route in one trip, but there may be occasions on which there are unusually large and/or numerous parcels that would prevent the carrier from loading all of the mail intended for delivery in the carrier's personal vehicle.

Additional Trip(s)

For the purposes of this agreement, an additional trip(s) is when management authorizes/requires the carrier to deliver mail that would not fit in the carrier's personal vehicle, which is of sufficient size in accordance with Handbook PO-603, Section 141.2, or the Employer provided vehicle on the first trip due to the volume of mail or the

physical size of the parcels, or both. In all cases, the carrier must consult with management as to the need for an additional trip(s). Management will determine if an additional trip(s) is necessary. Management may require the carrier to make an additional trip(s), utilize a leave replacement, curtail mail or take other action in lieu of requiring the carrier to make an additional trip(s).

Compensation for Additional Trip(s)

When it is determined by management that an additional trip(s) is necessary, the Postal Service agrees that a regular rural carrier (covered under Section 7(b)(2) of the Fair Labor Standards Act) or a leave replacement (when compensated on the evaluation of the regular or auxiliary route served and when actual workhours do not exceed forty hours per week) will be compensated at two minutes for each mile involved in the additional trip(s) and for actual loading time at the carrier's straight time rate (Article 8.3.A.). If an additional trip is authorized and it is more efficient for the carrier to split the route in two separate segments for delivery, management may authorize this method of delivery rather than delivering to each box on the route, then returning and delivering the mail that could not be accommodated on the first trip. If management authorizes this method, carriers as described above, will be compensated at two minutes for each mile involved in returning to the post office at the completion of the first segment and returning to the route, as well as actual loading time at the carrier's straight time rate. The carrier, in both circumstances, will also receive Equipment Maintenance Allowance (EMA) for each mile the carrier is required to drive to complete his or her route when the total miles (all trips) for the day exceed 40 miles.

Forms 1314, Regular Rural Carrier Time Certificate, and 1314-A, Auxiliary Rural Carrier Time Certificate, will be revised to include fields for reporting the time for an additional trip(s). The parties expect revision of the forms and necessary reprogramming to be completed no later than one year from the date of this settlement. In the interim, the parties agree that such time will be recorded on Form 8127, Rural Carrier Supplemental Payment, (and the carrier will be compensated at the national average hourly rate for regular rural carriers) or the current Form 1314-A, as appropriate.

In certain circumstances, management may elect to include credit associated with a second trip(s) in the evaluation of the route rather than providing compensation as described above.

Mail Count Period

Should an additional trip(s) be necessary during the mail count period, the time associated with the additional trip(s) will not be recorded on the mail count forms, however the associated mail piece(s) will be recorded appropriately for the intended route and compensation for the additional trip(s) will be granted as provided above.

Christmas Period

An additional trip(s) performed by a regular rural carrier or substitute rural carrier (Designation 72) during the Christmas period will not be compensable, but the carrier will

receive additional EMA as prescribed above. However, a regular rural carrier or a substitute rural carrier (Designation 72) may be entitled to Christmas overtime in accordance with Article 9.2.K of the National Agreement. With the exception of the substitute rural carrier (Designation 72), leave replacements (when compensation is based on the evaluation of the regular or auxiliary route served and when actual workhours do not exceed forty hours per week) will be compensated for performing an additional trip(s) during the Christmas period as prescribed above.

Excessive Additional Trips

If it is determined that the number of additional trips required is excessive, management may require a rural carrier to provide a larger personal vehicle or may adjust the carrier's route, in accordance with the following:

Regular Rural Carrier's, Substitute Rural Carrier's (Designation 72), or RCA's (Designation 74) Personal Vehicle

If management authorizes an additional trip, utilizes a leave replacement, curtails mail or takes other action due to the size of the carrier's [regular rural carrier; or substitute rural carrier (Designation 72) or RCA (Designation 74) serving a regular route full time] personal vehicle on more than 12 days in any six month period, management may require the rural carrier to provide a larger vehicle that will significantly reduce additional trips or may adjust the route at the option of the carrier. If the carrier chooses to provide a larger personal vehicle, such vehicle must be provided within 60 days of being notified of excessive trips (or show proof of purchase/bill of sale). Additional trips during the Christmas overtime period will not count toward the more than 12 days.

Should the carrier be unable to provide a larger vehicle, management will consider assigning an Employer provided vehicle to the route if available, and if the Employer provided vehicle will significantly reduce the additional trips, prior to adjusting the route. If management adjusts a route due to the number of additional trips, such adjustment will limit the impact to the route when practicable, and will attempt to target removal of deliveries that would significantly reduce additional trips.

Employer Provided Vehicle

If management authorizes an additional trip, utilizes a leave replacement, curtails mail or takes other action due to the size of the Employer provided vehicle assigned to the route on more than 12 days in any 6 month period, management may adjust the route. If management adjusts a route due to the number of additional trips, such adjustment will limit the impact to the route when practicable, and will attempt to target removal of deliveries that would significantly reduce additional trips. Additional trips during the Christmas overtime period will not count toward the more than 12 days.

Leave Replacement's Personal Vehicle

If management authorizes an additional trip, utilizes another leave replacement, curtails mail or takes other action due to the size of a leave replacement's (all bargaining unit leave replacement rural carriers except Designations 72 and 74) personal vehicle on more than seven days in any 20 consecutive leave replacement workdays (excluding the Christmas overtime period), management may consider the following in the order presented below:

- 1) If it would resolve the situation, management will assign the leave replacement to another leave replacement vacancy in the office, provided leave replacements have been offered and declined the assignment in accordance with Article 30.2.E of the National Agreement.
- 2) If it would resolve the situation, management will assign the leave replacement a different second or third available assignment on the matrix.
- 3) If it would resolve the situation, management may grant a requested transfer to another office provided a leave replacement vacancy exists in that office.
- 4) Management may require the leave replacement to provide a larger vehicle to significantly reduce additional trips. The leave replacement will not be entitled to assignments other than their primary assignment if it may result in an additional trip until the larger vehicle is provided.
- 5) Management is not required to continue to employ the leave replacement.

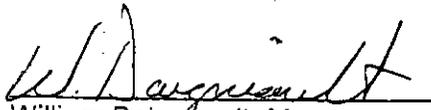
In the future, if either party has a concern(s) regarding second trips, a meeting at the national level will be scheduled to discuss such concern(s).

This agreement is effective on the date signed. Compensation for the time involved in performing an additional trip(s); two minutes per mile, actual loading time and EMA as appropriate will be paid for instances occurring on or after the date of this pre-arbitration settlement. All grievances held in abeyance pending the outcome of this case will be resolved pursuant to the following:

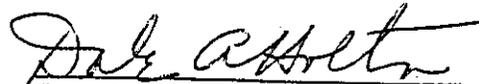
If the grievant performed an additional trip(s), exceeded 40 miles for the day and was not provided additional compensation for EMA, the grievant will be compensated EMA for each mile in excess of 40 miles driven to complete the additional trip(s).

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the above captioned case and remove it from the pending national arbitration listing.

Sincerely,


William Daigneault, Manager
Contract Administration
(NRLCA)

Date: 3/14/05


Dale A. Holton, President
National Rural Letter Carriers'
Association

Date: 3/14/05