MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

It is the understanding of the parties that a national mail count may be initiated where rural delivery has been impacted on a national level. Examples of such change would be a reduction of delivery days, a substantial change in mail volume, etc.

oseph J. Mahon, J

Vice President

Labor Relations
U.S. Postal Service

Scottie B. Hicks

te BHick

President

National Rural

Letter Carriers'

Association

#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 Presiden

Labor Relations U.S. Postal Service Scottie B. Hicks

President

National Rural Letter

te BHick

Carriers' Association

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

The parties agree that substitute carriers who bid out of their offices to accept appointments as regular carriers between July 21, 1981, and November 12, 1986, will be considered for residual vacancies in the office from which they came before the residual vacancies are filled by RCAs under Article 12.3.C.2.h. The following procedures will apply to all such substitutes who wish to return to their original offices.

- 1. Written requests for such reassignments must be submitted by the carriers to the office from which they came no later than April 1, 1988.
- 2. It shall be the carrier's responsibility to keep his/her written request updated with current duty station, home address, and telephone number.
- 3. The selecting official will notify all eligible former substitute(s) of the vacancy. Carriers who desire to accept the reassignment opportunity must respond no later than two (2) weeks from receipt of the notice.
- 4. Failure to respond or to accept the reassignment will constitute cancellation of the written request for reassignment, and the carrier will not be considered for any future vacancies through this process.
- 5. In the event more than one (1) carrier desires to accept the route, the vacancy shall be awarded to the carrier having accrued the longest period of continuous service as a substitute carrier and regular carrier.

Joseph J. Mahon, Jr. Vice President

Labor Relations

U.S. Postal Service

Scottie B. Hicks

President

National Rural Letter

BHick

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.

eph J. Mahon, Jr.

Vice Kresident Labor Relations

U.S. Postal Service

Scottie B. Hicks

President

National Rural Letter

Carriers' Association

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MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

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:
 - 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 anytime 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).

MOU #6

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.

Jøselph J. Mahon, Jr.

Labor Relations U.S. Postal Service Scottie Hicks

President

National Rural Letter Carriers' Association

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#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

President
National Rural Letter
Carriers' Association

Gus Baffa

#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 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.B 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 submitted 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 that 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 submitted. 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 in accordance with Article 12.3.C.3. 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 above, 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. The PTF must submit a written bid during the 10-day posting period. 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. At the time of submission of the bid 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. Under such circumstances, the employee shall not be permitted to hold any positions in abeyance until they have returned to full duty.
- 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-NRICA National Agreement and the employee shall not be permitted to hold any positions in abeyance until they have returned to full duty.
- 7. 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

Donnie Pitts

President

National Rural Letter

Carriers' Association

#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 2006 National Agreement, a regular rural carrier, part-time flexible rural carrier, substitute, rural carrier relief, or rural carrier associate employee who has completed his/her probationary period, 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/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 Vehicle 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 2006 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/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:
 - 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 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.

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/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 2006 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 route 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 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/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.

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 2006 Agreement, the vehicle identification number and post-master/manager certification. In order to receive the used right-hand drive 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 2006 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.

Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service

Donnie PittsPresident
National Rural Letter
Carriers' Association

#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.

Due to the increasing age of the 1/4 ton postal-owned jeeps, they will no longer be sold. When right-hand drive vehicles, other than 1/4 ton jeeps, become surplus, the Headquarters Office of Vehicle Maintenance 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, 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 their 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.

Anthony J. Vegliante Vice President Labor Relations U. S. Postal Service

Steven R. Smith
President
National Rural Letter
Carriers' Association

Steven R. Smith

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

Steven R. Smith

#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 2008 and shall replenish the Fund in the same amount for FY 2009 and FY

2010.

Doug A. Tulino Vice President Labor Relations

U.S. Postal Service

Donnie Pitte President

National Rural Letter

Carriers' Association

#12

MEMORANDUM OF UNDERSTANDING **BETWEEN THE** UNITED STATES POSTAL SERVICE AND THE NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

Part-Time Flexible Court Leave

- 1. One year following the effective date of the 2006 National Agreement, part-time flexible rural carriers shall be eligible for court leave as defined in Employee and Labor Relations Manual Part 516.1 and part 516.31.
- 2. A part-time flexible rural carrier will be eligible for court leave if the employee would otherwise have been in a work status or annual leave status.
- 3. If eligibility is established under paragraph 2, 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;
 - 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.
- 4. 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

Donnie Pitts

President

National Rural Letter

Carriers' Association

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

Employer Provided Vehicles

It is agreed that the Postal Service will provide three thousand (3000) right-hand drive postal-owned or postal-leased vehicles on rural routes each year over a five-year period. The five-year period will begin on January 1, 2009, and end December 31, 2013. The 3000 postal-owned vehicles that will be deployed each year are in addition to any postal vehicles provided to replace the 25,804 postal vehicles assigned to rural routes pursuant to the MOU in the 2000 National Agreement.

Any Employer provided vehicles deployed to rural routes prior to 2009, other than to replace those already assigned to rural routes, will count toward the 3000 vehicles to be deployed in 2009 through 2013. In addition, it is understood that the Employer provided right-hand drive vehicles deployed to rural routes above the 3,000 per year will count towards the total of 15,000. However, the start of the five-year period will continue to be in 2009.

These vehicles will be assigned to rural routes to the benefit of the Postal Service as determined by the Employer. Routes with carriers that have received the three (3) year waiver in accordance with the Right-Hand Drive Vehicles Memorandum of Understanding (MOU) will not be assigned an Employer provided vehicle under the terms of that MOU. Other rural carriers will not be able to reject the assignment of an Employer provided vehicle on their route. The applicable provisions of the March 7, 1988, MOU concerning Employer provided vehicles to rural routes that do not conflict with this agreement, continue to apply.

Doug Tulino

Vice President Labor Relations

U.S. Postal Service

Donnie Pitts

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

Pleven R. Smith

#15

"L" ROUTE PROFILE

- Twelve (12) boxes or more per mile average density.
- 2. High or low option.
- 3. 91% coverage factor applied to the regular box allowance.
- 4. Multiple accountable items for one address would be entered on a firm delivery book. The route would receive credit for one (1) article per page, and .25 minutes per return receipt.
- 5. Whenever the results of an official mail count indicate that the density of a route is twelve (12) boxes per mile or more, the route will be classified as an "L" route, and the evaluation will be determined pursuant to "L" route standard allowances. Route evaluations and compensation adjustments due to conversion to "L" routes will become effective regardless of the number of minutes change in the evaluated hours of routes.
- 6. Whenever a 120-minute or more salary adjustment is made on a route, whether due to a substantial service change or a route adjustment, and the density of the route after the change has been increased to twelve (12) boxes a mile or more, or has been decreased to less than twelve (12) boxes per mile, the route will be scheduled for an official mail count consistent with the provisions of Article 9.2.C.11.b.

Andrea B. Wilson

Manager

Contract Administration (NRLCA/NPMHU)

Indien B. Wilson

Labor Relations

Gus Baffa

President

National Rural Letter Carriers'

Association

Date: February 6, 2003

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 2006 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.

Doug A. Tulino
Vice President
Labor Relations

U.S. Postal Service

Donnie Pitts

President

National Rural Letter Carriers' Association

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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 2006 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 earnings 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 note earn any type of leave while using donated leave.

Donated leave may be carried over from one leave year to the next without limitation. Donated leave not actually used remains in the recipient's account (ie., 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 paid in a lump sum.

Doug A. Tulino

Vice President Labor Relations

U.S. Postal Service

Donnie Pitts

President

National Rural Letter

Carriers' Association

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MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

Rural Bidding

The parties agree that effective no sooner than 120 calendar days from December 3, 2007, the Employer will implement the changes to the bidding process as outlined below. Once the standardized manual bidding process (PS Form 1717-A) has been implemented and utilized for at least 90 calendar days in a district, the Postal Service may then implement telephone, computer or other automated bidding in any installation in that district.

In an effort to improve, standardize and automate the bidding process for regular rural routes, and part-time flexible positions, the parties have agreed to the following:

All requirements provided in Article 12, Article 30, MOU #6 and MOU #7 will apply.

In order to provide a smooth transition to an automated bidding process the parties have agreed to a standard method of submitting written bids for regular rural routes and PTF assignments.

An eligible rural carrier, who wishes to be considered in the bidding process, must complete a PS Form 1717-A Preferred Assignment Multiple Bid Card. The Employee Identification Number (EIN) should be used rather than a Social Security Number.

Regular Rural Carriers

Regular rural carriers must list routes by the official position identification number(s) (job number, not route number); in the order of preference that will be accepted by the carrier if the route(s) becomes available as a result of filling the vacant route.

The vacant position/route should only be listed as a choice if the regular carrier desires and will accept that route.

Regular rural carriers will not be able to decline a position/route that they have listed as a choice on the PS Form 1717-A after the close of the 10 day posting period.

If the vacant position/route is not listed as a preference on any regular rural carrier's PS Form 1717-A, then no movement or changes of other regular routes will occur because no other regular routes will become available.

If a regular rural carrier wishes to withdraw or change bid preferences, the carrier must complete and submit another PS Form 1717-A prior to the closing date of the posting. The carrier should indicate their decision to withdraw from the bidding process or changing preferences previously submitted. A regular carrier who withdraws from the bidding process will not be considered for routes associated with the vacancy notice.

Part-time Flexible Rural Carriers

PTF rural carriers do not need to submit a bid for a posted vacant regular rural route unless the office has posted multiple vacant routes. When more than one vacancy exists, PTF rural carrier(s) have a choice of the residual vacancies based on the longest period of service in the office as a PTF rural carrier by bidding. Therefore, when a posting contains multiple vacant routes, PTF rural carriers must complete a PS Form 1717-A listing all regular routes by the official position identification number(s) [job number, not route number], in the order of preference. If a PTF rural carrier wishes to change preferences on his or her bid, the carrier must complete and submit a PS Form 1717-A prior to the closing date. The carrier should indicate their changes in the preferences previously submitted. If a PTF rural carrier does not submit PS Form 1717-A indicating preferences when multiple vacant routes have been posted, the PTF rural carrier will be assigned a residual vacancy without the benefit of a preference.

Substitutes and Rural Carrier Associates (RCAs)

Substitutes and RCAs who are eligible to bid and will accept any regular rural route in the office will need only to submit a PS Form 1717-A. No preferences need to be listed except in the following situations:

- 1. The substitute or RCA would only accept a regular position dependent upon a certain route(s) becoming available. In this situation, the substitute or RCA would list in the order of preference only those routes that would be accepted if the route(s) becomes available.
- 2. The office has posted multiple vacant routes. If more than one vacancy exists, the substitute or RCA may have a choice of residual vacancies based on the longest period of service in the office in accordance with Article 12.3.C.2.g. Therefore, when completing the PS Form 1717-A, substitutes or RCAs may list all regular routes by the official position identification number(s) [job number, not route number], in the order of preference if the route(s) becomes available. If a substitute or RCA submits PS Form 1717-A, but does not indicate preferences when multiple vacant routes have been posted, the substitute or RCA will be assigned a residual vacancy without the benefit of a preference.
- 3. If a substitute or RCA wishes to withdraw or change preferences on his or her bid, the carrier must complete and submit a PS Form 1717-A prior to the closing date of the posting. The carrier must indicate their decision to withdraw from the bidding process or changing preferences previously submitted. A substitute or RCA who withdraws from the bidding process will not be considered for routes associated with the vacancy notice.

The information provided to management on PS Form 1717-A should be sufficient to award the vacant route and all other regular rural routes in the office that become available as a result of filling the vacancy without further communications with the eligible bidders.

Part-Time Flexible Rural Carrier Assignments

When a part-time flexible rural carrier assignment is posted in accordance with Article 30.2.A.3, eligible substitute rural carriers and RCAs are simply bidding to be converted to a career status PTF. The specific route assignments are not to

be included on the posting notice. When an office posts more than one PTF position, the eligible substitute rural carriers and RCAs will need to submit a bid for each position by the individual position identification number to be considered for each assignment.

Telephone Bidding System

The following conditions have been agreed to in the implementation of the telephone bidding system:

- 1. There will be a toll-free telephone number available from any telephone, as well as TDD.
- 2. Telephone bidding shall be available twenty-four (24) hours a day, seven (7) days a week.
- All bids shall close at 11:59 p.m. (Central Time).
- Employees can enter, withdraw, change preferences and/or review the status of their bids.
- 5. Employees will need their Employee Identification Number (EIN) and their Personal Identification Number (PIN) to access the telephone bidding system.

The use of telephone, computer or other automated bidding at an installation is the prerogative of the Employer. Where the Postal Service has implemented telephone, computer or other automated bidding, it is mandatory that rural carriers use that system when submitting bids.

The parties agree to work jointly in developing implementation guidelines, which may be necessary in order to implement the standardization of manual, telephone, computer or other automated bidding.

> **Doug Tulino Vice President Labor Relations**

U.S. Postal Service

Donnie Pitts President

National Rural Letter

Carriers' Association

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MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

Future Developments

The parties agree to establish a task force to discuss future developments that may impact the rural carrier craft, such as the Flat Sequencing System or Delivery Point Packaging. The task force will look for opportunities to enhance effectiveness and minimize adverse impacts as they relate to the rural carrier craft, to postal customers, and to the Postal Service. The task force will be established within 90 days of this agreement and will be chaired by the National Rural Letter Carriers' Association (NRLCA) President and the United States Postal Service (USPS) Vice President, Labor Relations. Task force meetings will be scheduled as needed to ensure that the NRLCA is informed on future developments and has an opportunity to provide input on changes that will affect rural carriers.

Anthony J. Vegliante Vice President

Labor Relations U.S. Postal Service

Date: November 1, 2004

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Dale Holton President

National Rural Letter

Carriers' Association

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MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

Route Adjustment Process for Delivery Point Sequence Flat Mail

The parties have agreed to jointly review the impact of the implementation of delivery point sequence (DPS) flats on the rural carrier craft. If a standard is established for DPS flats, this memorandum sets forth the process to adjust routes after the introduction of DPS flats to a route.

After a route begins to receive DPS flats and once the route has passed any qualifications, a mail count will be conducted in one of the three periods that follow. The route may be counted during the national count period set forth in Article 9.2.C.3 or one of the two following special mail count periods. A special count may be conducted either (1) in accordance with the period established in Article 9.2.C.11.b of the National Agreement; or (2) during the 12 working days in May beginning immediately after Mother's Day. No salary adjustments will be made as a result of a special count unless the evaluation of the route is changed by 120 minutes (2 hours) or more. The parties agree that a route may be counted pursuant to this MOU during any of the three periods described above and the result of the count will not be subject to challenge based on the period of the count.

Changes in compensation due to eligibility for adjustment, or loss of evaluated compensation as determined by the mail count will be effective either: (1) at the beginning of the guarantee period, if conducted during the special mail count period in September, or (2) at the beginning of the second full pay period in the calendar month following the count if the count is conducted during either the national mail count or the special mail count in May.

Doug Tulino

Vice President Labor Relations

U.S. Postal Service

Donnie Pitts

President

National Rural Letter Carriers' Association

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.

Doug Tulino
Vice President
Labor Relations
U.S. Postal Service

Donnie Pitts President

National Rural Letter Carriers' Association