

The official monthly publication of the National Rural Letter Carriers' Association, established in 1903

# NRLCA and USPS Reach Tentative Three-Year Agreement

### **IMPORTANT!**

### See inside this issue for:

- Tentative Contract Language and Explanations
  - New and Revised MOUs
- · Dates, Times, and Details for Zoom Ratification Meetings

## THE NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

Established in 1903

1630 Duke Street, Alexandria, VA 22314-3467 Tel: 703-684-5545 - Website: www.nrlca.org

#### RESIDENT NATIONAL OFFICERS

Ronnie W. Stutts, *President*Donald L. Maston, *Vice President*Clifford D. Dailing, *Secretary-Treasurer*David L. Heather, *Director of Labor Relations*Susan T. Knapp, *Director of Steward Operations* 

#### **NATIONAL EXECUTIVE COMMITTEEMEN**

Patrick A. Pitts, Chairman, Executive Committee

Tel: 360-893-9182

P.O. Box 821, Orting, WA 98360-0821 Shirley Baffa, Executive Committeeman

Tel: 870-613-7838

P.O. Box 2435, Batesville, AR 72503-2435 **Dennis L. Conley,** Executive Committeeman

Tel: 828-369-5054

P.O. Box 445, Franklin, NC 28744-0445

Jeanette P. Dwyer, Executive Committee

Tel: 571-228-1288

P.O. Box 25, Riegelwood, NC 28456-0025

-----

#### **LEGISLATIVE DEPARTMENT**

Paul Swartz, NRLCA Director of Governmental Affairs

Tel: 703-684-5545

#### **WORKERS' COMPENSATION DEPARTMENT**

Devin Cassidy, NRLCA Director of Workers' Compensation

Tel: 703-684-5545

Retainer: Mike Watson Tel: 503-653-2911 (PST)

#### **NATIONAL CHAPLAIN**

Gary W. Wilder

Tel: 615-888-6156 (CST)

#### **HEALTH BENEFIT PLAN**

Clifford D. Dailing, Exec. Director of Health Insurance Programs

Tel: 703-684-5552 **CLAIM INQUIRIES** 

Rural Carrier Benefit Plan, 800-638-8432

#### **AUTO AND HOMEOWNERS INSURANCE PLANS**

Linda Foran, Plan Director,

Service: 855-752-8477 - Claims: 800-325-1088 -

Sales: 888-325-7727

#### MAGAZINE DEPARTMENT

Donald L. Maston, Editor

Melissa J. Ray, Managing Editor/Advertising

Clifford D. Dailing, Associate Editor

POSTMASTER: SEND CHANGE OF ADDRESS TO: NRLCA Membership Dept., 1630 Duke Street, Alexandria, VA 22314-3467



	_			4 - 1	
3	From	the	Neck	of the	Presiden
J	1 1 0111	uic	DCJR		I I COIUCII

- 4 Ratification Meeting Details
- 6 Tentative Contract Language and Explanations
- 6 Article 8: Hours of Work
- 6 Article 9: Compensation, Salaries, and Wages
- 11 Article 11: Holidays
- 12 Article 21: Benefit Plans
- 13 Article 25: Higher Level Assignments
- 13 Article 30: Working Rules for Rural Carriers
- 16 New Memoranda of Understanding

National Rural Letter Carrier (SSN 0028-0089) is published monthly by the National Rural Letter Carriers' Association, 1630 Duke Street, Alexandria, VA 22314-3467. Periodicals postage paid at Alexandria, VA and additional mailing offices. It is a monthly publication for 113,000 members of the NRLCA, providing news and information for regular, substitute, and retired carriers, RCRs &RCAs, the Auxiliary and Juniors. The NRLCA magazine is provided under the requirements of the NRLCA Constitution automatically to each member. It is available to surviving spouses at the rate of \$20 per year and to non-rural craft persons who meet the NRLCA guidelines at the rate of \$150 per year. These rates became effective January 1, 2009.

# FROM THE DESK OF THE NRLCA PRESIDENT

# NRLCA Reaches Tentative Agreement with USPS for Three-Year Contract

n May 20, 2021, the USPS-NRLCA National Agreement expired. Over several months, union and postal leaders had many bargaining sessions via Zoom and at USPS HQ. Many contract proposals were exchanged between the parties, but at the expiration of our 2018-2021 contract, we had still not reached an agreement for a new National Agreement and the parties agreed to continue talks.

When we prepare for negotiations, we also prepare for the possibility that we may reach impasse and may have to resolve our contract differences with the USPS in interest arbitration. By preparing for either scenario, we know that our bargaining proposals are supportable and not pure fantasy.

When we prepared for negotiations we consulted with our labor economists, who looked at the current state of the economy, and what the future holds as far as COLA and general wage increases are concerned. As inflation grew, we consulted several more times with our labor economists. In addition, your National Officers were assigned different tasks and subject matter areas as we developed proposals for bargaining.

Along with work rules and other contractual proposals, the NRLCA and the USPS presented economic proposals. Kate Attridge, USPS Vice President for Labor Relations, is the Postal Service's chief negotiator and we worked closely with her in an effort to reach a deal on economics. The bargaining process can be slow going; there are many moving parts. But what we have learned over time is that patience is a virtue and as long as the parties are making progress and bargaining in good faith, it is worth continuing to negotiate even after the contract has expired. Over the past several months, our efforts to negotiate the terms of a new National Agreement intensified. We laid out a number of important proposals that we felt had to be included before we could reach a tentative agreement that we felt was strong enough to support and to take out for ratification. As always, your National Board



Ronnie W. Stutts, National President

took into consideration the many resolutions that had been passed by the National

Convention delegates over the past several years.

The NRLCA's proposals provided for appropriate and reasonable wage increases, continued cost-of-living adjustments in order to capture the recent spike in inflation, and the maintenance of many core benefits, including the no-layoff clause.

We also wanted to make changes to the National Agreement that would benefit RCAs. Our goal has always been to improve the National Agreement in as many ways as possible but our focus during this round of bargaining was on economic issues.

This holiday season was like no other. Despite the many distractions, we worked even harder to find openings and opportunities for mutual agreement and as we continued to talk with USPS representatives about our contract, we finally found a path toward a tentative agreement.

On January 6, 2022, the NRLCA and Postal Service negotiated a tentative agreement to cover the 3-year period from May 20, 2021 to May 20, 2024. In this special edition of *The National Rural Letter Carrier*, you will find the details of the tentative agreement, including an explanation of proposed changes to the existing contract language. This tentative agreement must be ratified by a majority of the voting membership in order to become effective.

We encourage you to read over this tentative agreement and the explanation of changes carefully and exercise your right to vote. Your National Board unanimously supports the new contract and we will be conducting state-by-state ratification meetings via Zoom with a dedicated e-mail address in order to receive your questions and provide answers. We think the tentative agreement provides substantial improvements to our current National Agreement despite the Postal Service's uncertain future.

Finally, I will be preparing a video message explaining the details of the tentative agreement that will be posted on the NRLCA website.

#### **Dear NRLCA Active Craft Member:**

The NRLCA and the USPS have reached a tentative agreement on a new collective bargaining agreement: the 2021-2024 National Agreement between the USPS and the NRLCA.

Pursuant to Article XI of the NRLCA Constitution, National Agreements reached between the Association and the USPS shall be presented to Bargaining Unit Members in good standing via *The National Rural Letter Carrier* and in Ratification Meetings held nationwide. At least one Ratification Meeting shall be held within each state association.

Please refer to the list below and on the opposite page for your state's meeting date and time. We realize some states are in more than one time zone so please be sure to reference the time zone associated with your state's ratification meeting.

To access the meeting, log into the NRLCA members-only website prior to the specified time for your state's meeting. There will be instructions on how to locate the list of ratification meetings. Members will see a link to access your state's

ratification meeting via Zoom on your computer, tablet, or smartphone. The link will also provide call-in details for those members without access to the options listed above.

Please understand the Zoom platform has limitations, so please only access the meeting specified for your specific state. We realize there may be occasions where a member is not available for their specific state's meeting and it is acceptable to access a different meeting in very limited situations, as we want to provide access to every member to attend a ratification meeting.

Your cooperation following these directions is appreciated in advance so we can all have successful ratification meetings without stressing the Zoom platform.

# NOTE: This is a CLOSED Association Meeting for NRLCA Members Only!

Your attendance is requested at this important meeting.

Sincerely,

Your NRLCA National Board

### **Ratification Notice Meeting Information**

See below for date and time of Zoom meetings for each state

State	Date Of Meeting	Time Of Meeting	Local Time Zone	For Zoom Meeting or Call in Information	Eastern Time Zone		
	February 2022 Ratification Meetings Information Week 1						
NH	Tuesday, 2/1/2022	6:30-7:50 pm	Eastern	Log in to nrlca.org Members Only Website	6:30-7:50 pm		
FL	Tuesday, 2/1/2022	8:00-9:20 pm	Eastern	Log in to nrlca.org Members Only Website	8:00-9:20 pm		
СТ	Thursday, 2/3/2022	6:30-7:50 pm	Eastern	Log in to nrlca.org Members Only Website	6:30-7:50 pm		
AL	Thursday, 2/3/2022	7:00-8:20 pm	Central	Log in to nrlca.org Members Only Website	8:00-9:20 pm		
			_				
GA	Saturday, 2/5/2022	6:00-7:20 pm	Eastern	Log in to nrlca.org Members Only Website	6:00-7:20 pm		
WI	Saturday, 2/5/2022	6:30-7:50 pm	Central	Log in to nrlca.org Members Only Website	7:30-8:50 pm		
AZ	Saturday, 2/5/2022	7:00-8:20 pm	Mountain	Log in to nrlca.org Members Only Website	9:00-10:20 pm		
NY	Sunday, 2/6/2022	12:00-1:20 pm	Eastern	Log in to nrlca.org Members Only Website	12:00-1:20 pm		
МІ	Sunday, 2/6/2022	1:30-2:50 pm	Eastern	Log in to nrlca.org Members Only Website	1:30-2:50 pm		
TX	Sunday, 2/6/2022	2:00-3:20 pm	Central	Log in to nrlca.org Members Only Website	3:00-4:20 pm		
NM	Sunday, 2/6/2022	2:30-3:50 pm	Mountain	Log in to nrlca.org Members Only Website	4:30-5:50 pm		
OR	Sunday, 2/6/2022	3:00-4:20 pm	Pacific	Log in to nrlca.org Members Only Website	6:00-7:20 pm		

# **Ratification Notice Meeting Information**

See below for date and time of Zoom meetings for each state

		Time Of	Local Time	For Zoom Meeting or Call in	Eastern Time		
State	Date Of Meeting	Meeting	Zone	Information	Zone		
	February 2022 Ratification Meetings Information Week 2						
ME	Tuesday, 2/8/2022	6:30-7:50 pm	Eastern	Log in to nrlca.org Members Only Website	6:30-7:50 pm		
LA	Tuesday, 2/8/2022	7:00-8:20 pm	Central	Log in to nrlca.org Members Only Website	8:00-9:20 pm		
MA	Thursday, 2/10/2022	6:30-7:50 pm	Eastern	Log in to nrlca.org Members Only Website	6:30-7:50 pm		
KS	Thursday, 2/10/2022	7:00-8:20 pm	Central	Log in to nrica.org Members Only Website	8:00-9:20 pm		
	,, ,	·					
NC		6:00-7:20 pm	Eastern	Log in to nrlca.org Members Only Website	6:00-7:20 pm		
TN	Saturday, 2/12/2022	6:30-7:50 pm	Central	Log in to nrlca.org Members Only Website	7:30-8:50 pm		
ID	Saturday, 2/12/2022	7:00-8:20 pm	Mountain	Log in to nrlca.org Members Only Website	9:00-10:20 pm		
PR	Sunday, 2/13/2022	1:00-2:20 pm	Atlantic	Log in to nrlca.org Members Only Website	12:00-1:20 pm		
IN	Sunday, 2/13/2022	1:30-2:50 pm	Eastern	Log in to nrlca.org Members Only Website	1:30-2:50 pm		
IL	Sunday, 2/13/2022	2:00-3:20 pm	Central	Log in to nrlca.org Members Only Website	3:00-4:20 pm		
СО	Sunday, 2/13/2022	2:30-3:50 pm	Mountain	Log in to nrlca.org Members Only Website	4:30-5:50 pm		
CA	Sunday, 2/13/2022	3:00-4:20 pm	Pacific	Log in to nrlca.org Members Only Website	6:00-7:20 pm		
	Febr	uary 2022 Ra	tification M	eetings Information Week 3			
ОН	Tuesday, 2/15/2022	6:30-7:50 pm	Eastern	Log in to nrlca.org Members Only Website	6:30-7:50 pm		
SD	Tuesday, 2/15/2022	7:00-8:20 pm	Central	Log in to nrica.org Members Only Website	8:00-9:20 pm		
30		7.00-6.20 pm	Central		8.00-3.20 pm		
RI		6:30-7:50 pm	Eastern	Log in to nrlca.org Members Only Website	6:30-7:50 pm		
ND	Thursday, 2/17/2022	7:00-8:20 pm	Central	Log in to nrlca.org Members Only Website	8:00-9:20 pm		
PA	Saturday, 2/19/2022	6:00-7:20 pm	Eastern	Log in to nrlca.org Members Only Website	6:00-7:20 pm		
MS	Saturday, 2/19/2022	6:30-7:50 pm	Central	Log in to nrlca.org Members Only Website	7:30-8:50 pm		
MT	Saturday, 2/19/2022	7:00-8:20 pm	Mountain	Log in to nrlca.org Members Only Website	9:00-10:20 pm		
SC	Sunday, 2/20/2022	12:00-1:20 pm	Eastern	Log in to nrlca.org Members Only Website	12:00-1:20 pm		
VA	Sunday, 2/20/2022	1:30-2:50 pm	Eastern	Log in to nrlca.org Members Only Website	1:30-2:50 pm		
КҮ	Sunday, 2/20/2022	2:00-3:20 pm	Central	Log in to nrlca.org Members Only Website	3:00-4:20 pm		
МО	Sunday, 2/20/2022	3:30-4:50 pm	Central	Log in to nrlca.org Members Only Website	4:30-5:50 pm		
UT	Sunday, 2/20/2022	4:00-5:20 pm	Mountain	Log in to nrlca.org Members Only Website	6:00-7:20 pm		
WA	Sunday, 2/20/2022	4:30-5:50 pm	Pacific	Log in to nrlca.org Members Only Website	7:30-8:50 pm		
	•		tification M	eetings Information Week 4			
VT	Tuesday, 2/22/2022	6:30-7:50 pm	Eastern	Log in to nrlca.org Members Only Website	6:30-7:50 pm		
NE	Tuesday, 2/22/2022	7:00-8:20 pm	Central	Log in to nrica.org Members Only Website	8:00-9:20 pm		
WV	Thursday, 2/24/2022		Eastern	Log in to nrlca.org Members Only Website	6:30-7:50 pm		
ОК	Thursday, 2/24/2022	7:00-8:20 pm	Central	Log in to nrlca.org Members Only Website	8:00-9:20 pm		
DE	Saturday, 2/26/2022	6:00-7:20 pm	Eastern	Log in to nrlca.org Members Only Website	6:00-7:20 pm		
MN	Saturday, 2/26/2022	6:30-7:50 pm	Central	Log in to nrlca.org Members Only Website	7:30-8:50 pm		
WY	Saturday, 2/26/2022	7:00-8:20 pm	Mountain	Log in to nrlca.org Members Only Website	9:00-10:20 pm		
MD	Sunday 2/27/2022	12:00 1:20 55	Eastorn	Log in to price org Members Only Website	12:00 1:20 nm		
<b>-</b>	Sunday, 2/27/2022	12:00-1:20 pm	Eastern	Log in to nrlca.org Members Only Website  Log in to nrlca.org Members Only Website	12:00-1:20 pm		
NJ AR	Sunday, 2/27/2022 Sunday, 2/27/2022	1:30-2:50 pm	Eastern	Log in to nrica.org Members Only Website	1:30-2:50 pm		
IA IA	Sunday, 2/27/2022	2:00-3:20 pm 3:30-4:50 pm	Central Central	Log in to nrica.org Members Only Website	3:00-4:20 pm 4:30-5:50 pm		
NV	Sunday, 2/27/2022		Pacific	Log in to nrica.org Members Only Website			
INV	Juliudy, 2/21/2022	3:00-4:20 pm	raciiic	LOB III to IIIIca.org Members Offic Website	6:00-7:20 pm		

### **Tentative Contract Language & Explanations**

Note: Changes are in bold text. Asterisks indicate remaining language in the section is unchanged. Explanations are in red.

#### **DURATION**

Three-year agreement expires on May 20, 2024.

# ARTICLE 8 HOURS OF WORK

Section 3. Hourly Basis

\* \* \* \* \* \*

#### A. Straight Time Rate

- 3. Part-time flexible rural carriers appointed as rural carrier associates prior to November 21, 2010, substitute and auxiliary carriers The annual salary for a 40-hour evaluated route (Table One) divided by 1,992.
- 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 **1,992**.

This change reflects the computation of the hourly rate for PTF rural carriers to include the additional paid holiday for Juneteenth. This adds approximately 0.4% to the PTF hourly rate.

Section 5 Relief Day Worked

\* \* \* \* \* \*

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 change is necessary because a newly hired RCA will not be required to work on any route other than their assigned route during the first two pay periods in the office. (See Article 9.M. below.) Since the new RCA will be working the assigned regular route on the relief day, the regular carrier will be bypassed in rotation on the RDWL during these two pay periods.

\* \* \* \* \* \*

# ARTICLE 9 COMPENSATION, SALARIES, AND WAGES

Section 1. Salaries and Wages

#### A. Basic Annual Salary

The basic annual salary schedules (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**, 20**21**

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.

This article provides a general wage increase of 1.3% for each year of the Agreement.

The increases above <u>do not</u> reflect additional COLA adjustments, which are retained in this agreement.

The general wage increase applies to all craft employees (Regular, Substitutes, RCAs, and ARCs).

The November 20, 2021 General Wage Increase will be paid retroactively to all craft employees. Regular carriers who have retired since this date will be compensated for the retroactive amount.

Example based on a 40-hour route at Step 7 of Table One:

- 1. Effective November 20, 2021-General Wage Increase of \$792 annually.
- 2. Effective November 19, 2022-General Wage Increase of \$792 annually.
- 3. Effective November 18, 2023-General Wage Increase of \$792 annually.

\*\*These amounts will vary depending on the Table, Step, and evaluated hours of the particular carrier and route.

\* \* \* \* \* \*

#### 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.

Cost-of-Living Adjustments (COLA) will remain the same.

The July 2021 COLA will be paid retroactively. This COLA will be approximately \$1,935 annually for Table One and Step 15 of Table Two. The amount will be applied proportionally to Steps 1-14 in Table Two.

The January 2022 COLA would also apply retroactively. As of November 30, 2021, this COLA stands at \$811 annually. This number may fluctuate up or down depending on the CPI movement before January 31, 2022.

In total, with the November 2021 GWI increase, the July 2021 COLA and the January 2022 COLA so far, regular rural carriers and PTFs will receive an approximate 5.6% increase in salary upon the signing of this contract.

#### 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** 20**21** to July 20**21** 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 this Agreement shall receive COLAs calculated using the formula in paragraph 3.a. adjusted proportionally to each step's percentage of Step 15.

This change only reflects a change to the dates used in the example.

# F. 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:

Effective November 20, 2021, the hourly rate

(Tables Three and Four) shall be increased by 1.0%.

Effective November 19, 2022, the hourly rate (Tables Three and Four) shall be increased by 1.0%.

Effective November 18, 2023, the hourly rate (Tables Three and Four) shall be increased by 1.0%.

All percentage increases are applied to the Tables Three and Four wage rates in place on **May 20, 2021.** 

All leave replacement employees will receive an additional 1% salary adjustment annually in lieu of COLA adjustments (see chart, below).

\* \* \* \* \* \*

Section 2. Compensation, Allowance, and Fees

\* \* \* \* \* \*

C. Evaluated Compensation

\* \* \* \* \* \*

# DELETE ALL REFERENCES TO MAIL COUNTS - INCLUDING MOU 18

The RRECS implementation MOU, with new evaluations effective in 2022, will make traditional mail counts obsolete.

\* \* \* \* \* \*

PROJECTED RCA/RCR/ARC STRAIGHT-TIME HOURLY WAGE RATES FOR LIFE OF 2021-2024 NATIONAL AGREEMENT					
	CURRENT	11/20/2021	11/19/2022	11/18/2023	
	RATE	2.3% INCREASE	2.3% INCREASE	2.3% INCREASE	
Table Three-Schedule 1*	\$23.97	\$24.52	\$25.07	\$25.62	
Table Three-Schedule 2**	\$28.02	\$28.66	\$29.31	\$29.95	
Table Four***	\$19.06	\$19.50	\$19.94	\$20.38	

NOTE: All percentage increases are based on hourly rates in effect on February 27, 2021, not current rate.

<sup>\*</sup>RCAs hired from August 24, 1991 through August 10, 2012

<sup>\*\*</sup>RCAs on the rolls prior to August 24, 1991

<sup>\*\*\*</sup>RCAs and ARCs hired on or after August 11, 2012

M.Training Pay

\* \* \* \* \* \*

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 routes on which management must authorize a Saturday relief day. Subtract this figure from the rural 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.

This change establishes a definite, documentable requirement that management must meet before implementing the "formula." A hiring list that contains no names (no applicants) will NOT be counted for the purposes of this requirement. Management will be required to establish at least 4 lists with applicants and process those applications, before considering changing relief days under the formula. Management must document these efforts within the immediate previous 6 months.

\* \* \* \* \* \*

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 on Sundays and holidays in the assigned office during these pay periods.

Renumber 2 - 6.

This change establishes some protections for newly hired RCAs. During their first 2 pay periods in the assigned office, the new RCA will not be required and will be considered unavailable to case and carry any route other than their assigned regular rural route. They may be used only for parcel delivery on other routes and for parcel delivery on Sundays and Holidays. The 2 pay periods begin after the new RCA completes the Academy and reports to the assigned office for on-the-job training. The newly hired RCA will not be utilized for any reason in any office outside of their assigned office during the first 2 pay periods.

#### ARTICLE 10 LEAVE

\* \* \* \* \* \*

#### 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 two pay periods 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.

This language further defines unavailability of a leave replacement. The first changes in this section were requested by the Postal Service to clarify that RCAs scheduled on vacant regular routes or routes where the regular carrier is on extended leave are not available to cover leave for a regular route. The other changes were necessary to establish that an RCA who has approved leave or is in their first 2 pay periods working in the office are also not available to cover leave requests. Changes in the last sentence are only cosmetic. There is no change in the parties' understanding that, depending on the evaluation of the auxiliary route, a carrier should not unreasonably be denied leave because a leave replacement is assigned to an auxiliary route.

\* \* \* \* \* \*

# Section 5. Leave for Substitutes and Rural Carrier Associates

**A.** Substitutes shall earn leave benefits when serving on 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 employee shall be credited with annual and sick leave for the first 90 days. These employees shall be granted leave in minimum units of one day.

B. Effective at the beginning of the first full pay period no later than six (6) months from the date of ratification; 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 hourly increments. 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 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.

D. 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.

New language in this section establishes that ALL RCAs will now earn annual leave at the same rate as a newly appointed regular carrier based on all hours worked. The leave can be used in one-hour increments and will be granted provided there is sufficient coverage in the office. Optionally, an RCA could use their accumulated leave to fill in hours in a week in which they were not scheduled to work 40 hours. Combined leave and work hours cannot exceed 40 for the week.

RCAs serving vacant routes, routes on which the regular carrier is on extended leave, and auxiliary routes (Designation 74 and 79) will also continue to earn sick leave under the same formula for all hours worked on their assigned regular or auxiliary route.

All RCAs will begin earning annual leave as stated in section B above. Until that time, Designation 74 and 79 RCAs will continue to earn annual and sick leave in accordance with current provisions.

\* \* \* \* \* \*

#### Section 7. Leave Submission

- 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.
- 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 properly signed acknowledgment of the leave request being submitted.

With the addition of annual leave for all RCAs, changes were necessary in Article 10 to establish a timeframe for submission of leave requests. Exceptional circumstances could include weddings, graduations, and pre-paid vacations such as timeshares, cruises, package deals, etc. The carrier should be ready to document the request to ensure it falls within the category of exceptional circumstances.

For other than exceptional circumstances (incidental leave), requests will not be accepted until 60 days in advance of the leave date or week. Leave requests submitted before this date, may be returned by management for resubmission 60 days preceding the date or week requested. When leave requests are submitted on the same day, seniority will determine the order of consideration with regular carriers being considered before leave replacements.

For the first time, a properly submitted and documented leave request that is not returned by management as approved or denied within 3 days will be automatically considered approved. So, if a carrier submits a leave request on Monday, management has until close of business on Thursday to approve or deny the request in writing, otherwise it will be considered approved.

# 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
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Juneteenth has been added as a paid Holiday for regular rural carriers.

Section 2. Payment

\* \* \* \* \* \*

When a holiday falls on the relief day of В. 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 purposes 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 (1  $\frac{1}{2}$ ) times the daily rate of pay in additional to the holiday leave pay.

C. Effective 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.

\* \* \* \* \* \*

F. Deferred holiday leave credited in accordance with Section 2.B. or 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

The changes in this section will give a regular carrier who is required to work their designated holiday a choice of whether to receive the holiday leave pay at the normal daily rate or have their annual leave balance credited with an additional day to be utilized just like any other earned annual leave. The carrier will still be paid the normal daily rate for working the designated holiday or one and a half times the normal daily rate for working the designated Christmas holiday. Necessary programming changes require the delay in implementation until 2023.

\* \* \* \* \* \*

Section 3. Part-Time Flexible Rural Carriers, Substitute and Auxiliary Carriers

\* \* \* \* \* \*

A. The holiday pay for a part-time flexible rural

carrier or substitute rural carrier is included in the daily rate. For a parttime 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 and for an auxiliary carrier, the hourly rate is determined by dividing the annual salary by **1,992.** 

This reflects the 11th paid holiday in the daily and hourly rates for PTF rural carriers.

\* \* \* \* \* \*

# ARTICLE 21 BENEFIT PLANS

#### Section 1. Health Benefits

The method for determining the Employer biweekly 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.

No change in the Employer contribution. Language just reflects FEHBP years covered by the term of the contract.

# ARTICLE 25 HIGHER LEVEL ASSIGNMENTS

\* \* \* \* \* \*

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 cal-Special Contract Edition 2022 endar 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.

For the first time, there will be a limit to the amount of time a regular rural carrier may serve in a higher level position. This has been requested in many previous negotiations and rejected by the Postal Service. Every six months, the regular carrier in a higher-level assignment will be required to return to the route for at least 90 days.

ARTICLE 30
WORKING RULES FOR RURAL CARRIERS

\* \* \* \* \* \*

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

\* \* \* \* \* \*

A. Appointment

\* \* \* \* \*

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 routes 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 carrier's request for assignment of a leave replacement, provided the part-time flexible rural car-

rier 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 station 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.

\* \* \* \* \* \*

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 substantially better qualified.

\* \* \* \* \* \*

- e. If the vacant part-time flexible assignment still exists, post the vacancy, using the posting criteria outlined in item 3, within ten (10) days for all part-time 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 parttime 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 of 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 that 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.

For the first time since its inception, the language defining and establishing a "formula" office will include a requirement to create PTF positions when the formula is established in an office. Even though the employer has changed the relief days in hundreds of offices in the last 21 years, there has never been any requirement to create career PTF positions until now. This language will immediately create approximately 1900 new PTF positions in existing formula offices and will require the Postal Service to consider the economic consequences of creating a formula office when it also means creating numerous career positions and the related costs involved. USPS will have 60 days from the signing of this Agreement to comply with this provision in current formula offices.

The 10% calculation will be rounded to the next whole number. So, an office with 5-14 K routes would require at least one PTF position to be created. An office with 15-24 would require 2 PTFs etc.

A change is made to establish that only RCAs with one year of continuous service as an RCA may initially bid on PTF positions. This is the same requirement for bidding on a regular rural route. This may result in more District-wide postings of PTF positions, giving senior RCAs in other offices a chance at the career position.

New language also requires a reposting in the original office for all non-probationary RCAs when a PTF position remains unfilled from a District-wide posting. Only after this final posting will the position be offered to new employees off the street.

\* \* \* \* \* \*

#### D. Unavailability of a Leave Replacement

\* \* \* \* \* \*

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.

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.

This section establishes a contractual limitation on the employer's right to utilize leave replacements in other offices. Only if a leave replacement is not scheduled to case and carry a regular route, may they be assigned to another office for the day. Language in the RCAM will reiterate the parties' agreements that leave replacements should be notified of their scheduling in another office as far in advance as possible and work in other offices is always secondary to work in their own office. The RCAM will also state that leave replacements are entitled to mileage reimbursement and that any travel time between offices is compensable if the leave replacement reports to one office and is then required to report to another in the same day.

The Postal Service will have the option, when possible, to schedule an RCA from another office before scheduling a regular carrier (whether on the RDWL or not) to work their relief day.

\* \* \* \* \* \*

# 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 S. Attridge
Vice President
Labor Relations
U.S. Postal Service

Ronnie Stutts
President
National Rural Letter Carriers'
Association

This MOU increases the contribution of the employer to the premiums for the non-career employee health plan to 75% for all RCAs from day one beginning in Plan Year 2023.

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

The parties have agreed to an interim process for implementation of the revised rural route standard allowances under the Rural Route Evaluated Compensation System (RRECS). The primary components of this interim RRECS implementation process include a plan for all rural carriers to perform the necessary rural activity scans using the MDD, an agreed upon methodology to incorporate the drive speed matrix and credits associated with parcel deliveries to the door without finalized route mapping, and a schedule for calculating route evaluations.

Rural carriers who are not already performing the necessary RRECS activity scans using the MDD will begin scanning on February 19, 2022, to gain proficiency with the new scans. Beginning March 12, 2022, a two-week survey will be conducted to determine the average weekly number of activity scans per route. Once the average is determined, the route evaluations will be adjusted through a base hour change, provided the rural carriers' evaluated compensation will increase.

The interim methodology to incorporate the drive speed matrix will utilize the route stops including traffic control points, and the authorized mileage to determine the average interval on each rural route for application of the appropriate standard. Additionally, the average driving and walking distances will be calculated using the appropriate standard and applied to parcel deliveries to the door. This interim methodology will only be used on those routes that have not been fully mapped at the time of each evaluation. Mapped rural routes will use the information specific to the route for application of the drive speed matrix and parcel delivery credit at the time of evaluation.

Additionally, the parties have agreed that there will be quarterly route evaluation calculations for the first year of implementation and bi-annual evaluations in subsequent years unless the parties otherwise agree. The dates for these evaluations are as follows:

- 1. The first evaluation will be calculated utilizing volume data collected in the immediately preceding 52-week period (June 19, 2021 through June 17, 2022), activity scan data for one quarter (March 12 through June 17, 2022), along with a mini mail count conducted during the last two weeks of this 52-week period, ending June 17.
- 2. The second evaluation will be calculated 12 weeks later utilizing 52 weeks of volume data ending on September 9, 2022, activity scan data (March 12 through September 9, 2022), along with mini mail count data collected in the last two weeks of this 52-week period, ending September 9.
- 3. The third evaluation will be calculated 14 weeks later utilizing 52 weeks of volume data ending on December 16, 2022, activity scan data (March 12 through December 16, 2022), along with mini mail count data collected in the last two weeks of this 52-week period, ending December 16.
- 4. The final interim evaluation will be calculated utilizing the preceding 52 weeks of volume data ending on March 10, 2023, activity scan data for 52 weeks (March 12, 2022 through March 10,

2023), along with mini mail count data collected in the two weeks of the 52-week period, ending March 10.

5. All of the route evaluations will be effective at the beginning of the second full pay period following the completion of the data collection period.

Following the first year of quarterly evaluations, all rural routes will be evaluated every twenty-six (26) weeks utilizing the preceding fifty-two (52) weeks of volume and activity scan data, along with the mini mail count data.

The parties further agree to discuss procedures necessary to account for future route adjustments and information sharing.

Katherine S. Attridge Vice President Labor Relations U.S. Postal Service

Ronnie Stutts President National Rural Letter Carriers' Association

This MOU provides final dates for the implementation of RRECS, using interim standards for driving time and the driving and walking distances for delivery of parcels to the door. These interim standards will only be used until the route is mapped by the carrier. The actual mapping data will replace the interim standards in the next evaluation calculation.

52 weeks of mail volume data will be used in every evaluation. The number of weeks of RRECS scan data (for items such as loading time, boxholders, safety/service talks, end-of-shift duties etc.) will increase with each evaluation for the first year, averaging those elements over a greater period of time as the interim process progresses.

# 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 S. Attridge Vice President Labor Relations U.S. Postal Service Ronnie Stutts
President
National Rural Letter Carriers'
Association

This MOU gives the parties an opportunity to work on jointly developed and agreed solutions to ongoing issues in our craft. It does not change either parties' contractual rights or obligations.

 All other memoranda of understanding are continued in the successor Agreement with the exception of Number 15, "L" Route Profile; Number 18, Route Adjustments for DPS Flats; Number 21, RRECS development; and Number 24, Leave Replacement Task Force.

# **Important:**

See pages 4-5 of this issue for Zoom ratification meeting information for every state!

# DO YOU HAVE QUESTIONS ON THE TENTATIVE AGREEMENT?

We have set up a dedicated email address for questions that members may have on the Tentative Agreement.

Please email your questions about the terms or conditions of the agreement to: **Contract@nrlca.org** 

We will not respond directly to the sender but will post the question and answer in a special Tentative Agreement Q&A section on the NRLCA website.

The list of Questions and Answers will be updated as inquiries come in and are answered.