

**COMBINED
ANALYSIS OF CHANGES
NATIONAL AGREEMENTS
between the
UNITED STATES POSTAL SERVICE
and the
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

**1995-1999
1995-1999 EXTENSION
2000-2004
2004-2006 EXTENSION
2006-2010**

**COMBINED
ANALYSIS OF CHANGES
NATIONAL AGREEMENTS
between the
UNITED STATES POSTAL SERVICE
and the
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

1995-1999	(1995)
1995-1999 EXTENSION	(1999)
2000-2004	(2000)
2004-2006 EXTENSION	(2004)
2006-2010	(2006)

This combined analysis reflects the changes that have been made to the 1995 through the 2006-2010 National Agreements. It is not intended to revise, modify, or in any way change the language or the meaning of the Agreement itself. It should be considered as an aid to a better understanding of the Agreement and an explanation of the substantive changes which appear therein.

In order to facilitate effective use of this document, where the Agreement language is included the new language is annotated in bold type. The language is followed by an analysis of the change, printed in italics, along with the contract year of implementation.

Our goal in the preparation of this document has been to ensure our members and stewards are well informed as to the meaning of the National Agreement and its correct application.

Table of Contents

ARTICLE 1 UNION RECOGNITION	9
Section 1. Union	9
Section 2. Exclusion	9
Section 3. Facility Exclusions	9
Section 4. Definition	9
Section 5. New Positions.....	9
Section 6. Performance of Bargaining-Unit Work	9
ARTICLE 2 NON-DISCRIMINATION AND CIVIL RIGHTS	10
Section 1. Statement of Principle	10
Section 2. Discrimination Grievances	10
ARTICLE 3 MANAGEMENT RIGHTS	10
ARTICLE 4 TECHNOLOGICAL AND MECHANIZATION CHANGES	10
ARTICLE 5 PROHIBITION OF UNILATERAL ACTION.....	10
ARTICLE 6 NO LAYOFFS OR REDUCTION IN FORCE	10
ARTICLE 7 EMPLOYEE CLASSIFICATIONS	10
Section 1. Career Employees.....	10
Section 2. Substitute Rural Carriers, Rural Carrier Associates, and Rural Carrier Reliefs	11
Section 4. Temporary Relief Carriers (TRCs)–(Designation Code 70).....	11
ARTICLE 8 HOURS OF WORK.....	13
Section 1. Work Week.....	13
Section 2. Work Schedules	14
Section 3. Hourly Basis	14
Section 4. Guarantees.....	14
Section 5. Relief Day Worked	14
Section 6. Wash-up time	22
Section 7. Changes in Number of Delivery Days	22
ARTICLE 9 COMPENSATION, SALARIES, AND WAGES	23
Section 1. Salaries and Wages	23
Section 2. Compensation, Allowance, and Fees	24
ARTICLE 10 LEAVE.....	50
Section 1. Leave Funding.....	50
Section 2. Annual Leave	50
Section 3. Sick Leave.....	51
Section 4. Saturday Leave	51
Section 5. Leave for Substitutes and Rural Carrier Associates	51
Section 6. Leave for Part-time Flexible Rural Carriers and Auxiliary Carriers	52
ARTICLE 11 HOLIDAYS	52
Section 1. Holidays Observed.....	52

Section 2. Payment	52
Section 3. Part-time Flexible Rural Carriers, Substitute and Auxiliary Carriers	53
ARTICLE 12 PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENT	53
Section 1. Probationary Period	53
Section 2. Rural Carrier Seniority	54
Section 3. Rural Carrier Posting	56
Section 4. Rural Carrier Temporary Reassignments.....	66
Section 5. Rural Carrier Reassignments	68
ARTICLE 13 ASSIGNMENT OF ILL OR INJURED EMPLOYEES	73
ARTICLE 14 SAFETY AND HEALTH.....	73
ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE ...	73
Section 1. General Policy	73
Section 2. Definition.....	73
Section 3. Procedure	73
Section 4. Grievance Procedure-General	87
Section 5. Arbitration	88
ARTICLE 16 DISCIPLINE PROCEDURE.....	88
Section 1. Statement of Principle	88
Section 2. Letter of Warning	89
Section 3. Suspensions	89
Section 4. Discharge or Crime Situation	92
Section 5. Emergency Procedure	92
Section 6. Review of Discipline	92
Section 7. Veterans' Preference	93
Section 8. Employee Discipline Records.....	93
ARTICLE 17 REPRESENTATION	94
Section 1. Stewards.....	94
Section 2. Appointment of Stewards	94
Section 3. Rights of Stewards	94
Section 4. Payment of Stewards	94
Section 5. Union Participation in New Employee Orientation	95
Section 6. Checkoff	95
ARTICLE 18 NO STRIKE	95
ARTICLE 19 HANDBOOKS AND MANUALS.....	95
ARTICLE 20 PARKING	96
ARTICLE 21 BENEFIT PLANS	96
Section 1. Health Benefits	96
ARTICLE 22 BULLETIN BOARDS	97
ARTICLE 23 RIGHTS OF UNION OFFICIALS TO ENTER POSTAL INSTALLATIONS	97
ARTICLE 24 EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS	97

ARTICLE 25 HIGHER LEVEL ASSIGNMENTS	97
Section 1. Salary Computation	97
Section 2. Work Week	98
Section 3. Written Order	98
ARTICLE 26 ENERGY SHORTAGES	99
ARTICLE 27 EMPLOYEE CLAIMS	99
Section 1. Statement of Principle	99
Section 2. Claims Procedure	99
ARTICLE 28 EMPLOYER CLAIM	100
Section 1. Statement of Principle	100
Section 2. Shortages in Fixed Credit	100
Section 3. Loss or Damage of the Mails	100
Section 4. Damage to USPS Property and Vehicles	100
Section 5. Collection Procedures	100
ARTICLE 29 LIMITATION ON REVOCATION OF DRIVING PRIVILEGES	100
ARTICLE 30 WORKING RULES FOR RURAL CARRIERS	101
Section 1. General Provisions	101
Section 2. Special Provisions for Part-time Flexible Rural Carriers, Substitutes, Rural Carrier Associates, Rural Carrier Relief Employees and Auxiliary Carriers	102
ARTICLE 31 UNION-MANAGEMENT COOPERATION	133
Section 2. Information Provided by Employer	133
ARTICLE 32 SUBCONTRACTING	135
ARTICLE 33 PROMOTIONS	135
ARTICLE 34 WORK AND/OR TIME STANDARDS	135
ARTICLE 35 EMPLOYEE ASSISTANCE PROGRAM	135
ARTICLE 36 CREDIT UNIONS AND TRAVEL	135
ARTICLE 37 SCOPE OF AGREEMENT	135
ARTICLE 38 SEPARABILITY AND DURATION	135
Section 2. Effective Date and Duration	135
MEMORANDA OF UNDERSTANDING	136
1. Initiation of National Mail Count	136
2. Recognition of Principles of Evaluated System	136
3. Bid Rights of Former Substitutes	136
4. Grievance Time Limits Concerning Proposed Removals	136
5. Supplement to Article 16.7	136
6. Relinquishment of Route Due to Job-Related Injury ..	136
7. Bid Rights for Injured-on-Duty Employees	139
8. Right-Hand Drive Vehicles	143
9. Availability of USPS Surplus Vehicles	149
10. Appointment of Regular Carrier to RCA Upon Relocation	152
11. Joint Education and Training Fund	152

12. Part-time Flexible Rural Carrier Court Leave	158
13. Employer Provided Vehicles.....	158
14. Workplace Environment	160
15. "L" Route Profile	160
16. Sick Leave for Dependent Care	160
17. Leave Sharing	163
18. Rural Bidding	163
19. Future Developments	165
20. Route Adjustment Process For Delivery Point Sequence Flat Mail	166
21. Revenue Generation	167
ADDITIONAL MEMORANDA OF UNDERSTANDING	168
Leave Replacements	168
Mail Count Task Force	169
Methods Handbook PO-603,	170
Change of Address Credits	170
Rural Route Adjustment Policy	172
Leave Sharing.....	173
Pre-Tax Payment Of Health Insurance Premiums For Non- Career Rural Carriers	174
Interest on Back Pay	178
Stamp Stock Allowance	178
213.3 Labeling Carrier Cases.....	179
TEMPORARY RELIEF CARRIER (TRC) IMPLEMENTATION INSTRUCTIONS	180
WILSON LETTER, 9-1-2000	201
WILSON LETTER, 11-9-2000	205
IMPLEMENTATION GUIDELINES FOR THE RELIEF DAY AND PTF RURAL CARRIER PROVISIONS IN THE EXTENSION TO THE 1995-1999 USPS-NRLCA NATIONAL AGREEMENT	209
INTRODUCTION	209
RELIEF DAY WORK LIST	209
COMPENSATION FOR WORKING RELIEF DAY	210
RECORDING TIME FOR REGULAR RURAL CARRIERS WORKING THE RELIEF DAY	211
ASSIGNMENT OF NON-SATURDAY RELIEF DAYS ...	214
POSTING NEWLY CREATED AND VACANT ROUTES	216
ASSIGNMENTS TO AUXILIARY ROUTES	217
PART-TIME FLEXIBLE RURAL CARRIER.....	217

ARTICLE 1 UNION RECOGNITION

Section 1. Union

(1999)

A change was made to this section to incorporate the part-time flexible rural carrier as an employee group covered by the applicable provisions of this Agreement.

Section 2. Exclusion

(1995)

A change was made to this section to incorporate the temporary relief carrier (TRC) into those employee groups excluded from the provisions of this Agreement.

A change was made to indicate that all bargaining unit craft employees other than rural craft employees are not covered by this Agreement.

Section 3. Facility Exclusions

(1995 & 1999)

The changes made to this section reflect the current names of Employer's facilities that are excluded from this Agreement.

Section 4. Definition

No change

Section 5. New Positions

No change

Section 6. Performance of Bargaining-Unit Work

No change

ARTICLE 2 NON-DISCRIMINATION AND CIVIL RIGHTS

Section 1. Statement of Principle

(2000)

This article was amended to reaffirm that discrimination against handicapped employees in accordance with the Rehabilitation Act, is prohibited.

Section 2. Discrimination Grievances

No change

ARTICLE 3 MANAGEMENT RIGHTS

No change.

ARTICLE 4 TECHNOLOGICAL AND MECHANIZATION CHANGES

No change.

ARTICLE 5 PROHIBITION OF UNILATERAL ACTION

No change.

ARTICLE 6 NO LAYOFFS OR REDUCTION IN FORCE

(2006)

A change was made to clarify that part-time flexible rural carriers are covered by this article.

ARTICLE 7 EMPLOYEE CLASSIFICATIONS

Section 1. Career Employees

A. Regular Carriers

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

(1999)

The title of this subsection has been changed to incorporate the addition of the part-time flexible (PTF) rural carrier, a bargaining unit, leave replacement, career employee. The new language defines a PTF rural carrier as those substitutes or rural carrier associates appointed following the posting of a PTF assignment.

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

(1999)

New language has been added to this subsection to define the leave earning positions associated with Designations 72, 74, and 79. The subsection has been renumbered to accommodate these definitions.

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

(1995)

A portion of this sub section was deleted to reflect the elimination of the emergency RCR position, i.e. RCRs hired with a limited time appointment. This sub section now reflects that only remaining RCRs are those who were hired without time limitation and have been “grandfathered” in the system.

Section 3. Auxiliary Rural Carriers

No Change

Section 4. Temporary Relief Carriers (TRCs)–(Designation Code 70)

(2006)

The new language changes the calculation used to determine the limit on hiring TRCs. Previously districts were prohibited from hiring TRCs if the number of bargaining unit leave replacements was less than 80% of the number of regular routes in the district. The new language provides a TRC

Article 7.4

complement cap of 15% of the number of regular routes in the area.

The area is one of the nine (9) Postal Service areas currently in place: Capital Metro, Eastern, Great Lakes, New York Metro, Northeast, Pacific, Southeast, Southwest, and Western. The total number of regular routes for the respective area includes all regular routes in all of the districts comprising that area.

Questions & Answers:

- 1. Is there a 15% cap on TRC hiring in a district?**
 - A. No. The 15% cap for TRC hiring is based on the total number of regular routes in the area.

- 2. Who is responsible for ensuring the 15% TRC cap is not exceeded?**
 - A. The area offices will track the overall distribution of TRCs from office to office. TRC reports by area will be provided to the National Rural Letter Carriers' Association at the national level on a quarterly basis.

- 3. What procedures are in place if the area exceeds the 15% TRC cap?**
 - A. Any subsequent leave replacement vacancies must be filled by RCAs.

(1995)

The new language defines a new category of employee, TRC, effective March 30, 1996. The TRC is a non-bargaining, non-career, limited term employee who will provide service as a leave replacement or auxiliary assistant or provide coverage on auxiliary routes or vacant regular routes. Specific requirements regarding the appointment and use of TRCs are outlined in the TRC Implementation Instructions and Selection Procedures issued by management on March 6, 1996.

Q & A 1995 Analysis

27. **With the implementation of the temporary relief carrier (TRC), were all rural carrier relief employees (RCR) eliminated?**
- A. No. Only those emergency RCRs were eliminated with the implementation of the TRC. RCRs hired without time limitation (non-emergency hires) will remain on the rolls as Designation 75.
40. **Can a TRC be a dual appointment?**
- A. Yes. A TRC can be given a dual appointment to a casual position only. However, the TRC's primary responsibility is to the rural position. When performing work in other crafts, these employees must be paid at the appropriate casual rate of pay.
44. **Do TRCs receive any hiring preference if their names are on a register of eligibles?**
- A. No. If the TRC has taken the competitive examination and is reached on the register of eligibles, the individual would be hired as an RCA using all appropriate selection and hiring procedures that would be used when hiring a person from the general public.
45. **Can a TRC be converted to an RCA position if he or she is reached on a register of eligibles in another office?**
- A. No. A TRC must take a competitive examination and will be hired at the office where the individual was reached on the register of eligibles.

(Reference: TRC Implementation Instruction and Selection Procedures dated March 6, 1996)

ARTICLE 8 HOURS OF WORK

Section 1. Work Week

(1999)

This language was added to reaffirm that regular rural carriers do not work on Sunday.

Article 8.2

Section 2. Work Schedules

No Change

Section 3. Hourly Basis

A. Straight Time Rate

(1995)

1. Rural carrier relief employee was deleted from this subsection because RCRs will no longer be hired.

(1999)

2. PTF was added to this section to indicate that the hourly rate for these employees is calculated in the same manner as the hourly rate for substitutes (Designations 72 & 73) and auxiliary rural carriers (Designation 77).

(1995)

3. Reference is made in this section to the RCA/RCR Schedules located on page 122 of the Agreement. These new schedules outline the hourly wage rates for RCA and RCR employees. RCA/RCR wage rates will no longer be tied to the Rural Carrier Schedule (RCS) because COLAs are now immediately rolled into the RCS for regular rural carriers.

Section 4. Guarantees

No Change

Section 5. Relief Day Worked

(2006)

This section was changed to establish a Relief Day Work List (RDWL) twice during each guarantee period. Each RDWL supersedes the previously established list. In addition, all regular rural carriers may sign the RDWL regardless of whether the assigned route has a relief day at the time the carrier signs the list.

Questions & Answers:

1. A carrier is currently assigned to an “H” route. Can this carrier sign the Relief Day Work List (RDWL)?

A. Yes. All regular rural carriers are entitled to sign the RDWL during the designated period regardless of the route classification.

2. An RCA is the successful bidder on a route and the effective date of the assignment will be two (2) weeks after the first full pay period in May. Can this RCA sign the RDWL?

A. No. RCAs are not eligible to sign the RDWL. The employee must be a regular rural carrier during the designated period for establishment of the list.

3. If a carrier signs the RDWL when assigned to an “H” route, that carrier is not available to work as there is no relief day on an “H” route. How will this carrier be affected with regard to the administration of the RDWL if the route becomes a “J” or “K”?

A. The carrier was not available to work (no relief day) during the normal rotation when it was necessary to utilize the RDWL to work regular carriers on their relief day. Once the route becomes a “J” or “K” classification, the carrier will then be selected to work his/her relief day in the normal rotation.

4. Can a carrier who is injured on duty (IOD), sign the RDWL?

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

(1999)

This is an entirely new section and the sections following have been renumbered accordingly. This section provides for the establishment of a relief day work list for regular rural carriers. ... (for) regular rural carriers who desire to work on their relief day, should there be a need due to the unavailability of a leave replacement, will be able to sign the relief day work list. This list will be established in each delivery unit and will be specific to that delivery unit. Delivery unit is defined for this purpose as a physical location containing one or more five digit zip codes under the control of one postmaster or station/branch manager. This does not include annexes, stations, or branches under the control of a different postmaster or station/branch manager.

Once a regular carrier signs the relief day work list they will have only one opportunity to come off the list during the guarantee period and may not sign the list again until the new list is posted ... If a regular carrier desires to remove his or her name from the list they should inform management of their desire. However, if the regular carrier has been scheduled to work the relief day, the carrier must work the scheduled relief day before removing his or her name from the list. When a regular rural carrier is needed to work a relief day due to the unavailability of a leave replacement, management will select carriers on the list in order of seniority on a rotating basis to work the relief day. The relief day work list should indicate the regular rural carriers' names in order of seniority in groups with the same relief day. Therefore, a rotation will occur among each of the individual relief days. Carriers with Friday/Saturday rotating relief days will be included under both Friday and Saturday relief days. The following is an example of how the relief day work list may be set up and how the rotation would take place:

Relief Day Work List
Name of Delivery Unit
Guarantee Period Beginning 11/4/00

Relief Day	Saturday	Monday	Tuesday	Wednesday	Thursday	Friday
In Order of Seniority	Jones	Aaron	Williams	Collins		Davis
	Edwards	Gill	Coleman			Rose
	Young	Scott				James
	Taylor					
	Reed					
	Johnson					
	Rose					

The rotation begins with the first occasion after the beginning of the guarantee period (except when the list is established for the first time after the effective date of the Extension to the 1995 Agreement). When the need exists to work a regular rural carrier on a relief day, the first carrier (senior carrier) on the list having the relief day needed is assigned. If it is Saturday, Jones is assigned, the next occasion a carrier is needed to work a relief day on Saturday, Edwards is assigned and so on. If Edwards is unavailable (i.e., annual leave or sick leave), Young is assigned and Edwards will not be assigned to work the relief day until the rotation reaches him again. Rose has Friday/Saturday rotating relief days. Therefore, she is recorded under both Friday and Saturday. When the rotation reaches Rose on either day, or it is not the week for Rose's relief day, she is bypassed and the rotation continues. Management may bypass other carriers on the list, even if they are next in the rotation, if it will cause the carrier to exceed the hours of the annual guarantee (2080) or fifty-six (56) hours within one week. If the carrier selects the option of 150% of the daily rate for working the relief day, those hours worked on the relief day will not be included in hours worked in excess of 2,080 up to 2,240 in the guarantee period. Every effort must be made to ensure the carrier never exceeds 2240 actual work hours during the guarantee period.

Article 8.5

If more regular rural carriers are needed to work the relief day than the list provides, or there is no carrier recorded for the relief day needed (Thursday, as indicated above), the supervisor will accept regular rural carrier volunteers, not on the list with the relief day needed before mandating regular rural carriers in the delivery unit by juniority to work. The requirement to accept volunteers does not mean the supervisor must contact each carrier in the delivery unit, not on the list, to seek volunteers. However, if a carrier not on the list has knowledge that there is a need for a regular carrier to work a relief day and informs management that he or she will volunteer to work, management will accept the carrier prior to requiring other regular rural carriers in the delivery unit to work. Volunteers not on the list will not select from the three (3) options available to carriers on the list. They will receive compensation at 50% of their daily rate of pay, in addition to receiving an X day within twelve (12) weeks as scheduled by the Employer. Absent volunteers, the requirement to work the relief day for carriers not on the list will be based on the juniority of the carrier.

Compensation for regular carriers working the relief day is effective May 20, 2000.

When a regular carrier works the relief day, the assigned leave replacement may be required to work any route in the delivery unit in accordance with the provisions of the Agreement. Generally, the leave replacement will serve the route needing coverage that necessitated working a regular carrier on the relief day. However, if the assigned leave replacement is not qualified on the route needing coverage, he or she may be assigned to another route on which they are qualified and replace the leave replacement covering that route. This leave replacement will then work the original route needing coverage. A leave replacement may not be replaced if they are working the primary assignment or six-day auxiliary assignment.

An example of an administrative error in the assignment of relief days worked would be a situation in which a supervisor with some reason, erroneously assumed a carrier was on the list and next in the rotation to work the relief day and selected the carrier to work. Administrative errors do not include a supervisor ignoring contractual provisions and using his or her own method to work regular carriers on relief days.

Q & A 1999 Analysis

- 6. If a carrier is on the relief day work list and is selected to work a relief day, does carrier have the option of removing his or her name from the list and thereby, avoid working the relief day?**
- A. The carrier may remove his or her name from the relief day work list at anytime. The carrier will no longer be selected to work a relief day once the name is removed from the list. However, if the carrier has been selected to work a relief day prior to removing his or her name, the carrier must work that scheduled relief day.
- 7. If a carrier is on the relief day work list and is selected to work a relief day, can the carrier decline to work the relief day?**
- A. No, a carrier's name on the relief day work list means that he or she is ready and willing to work any relief day needed.
- 8. Are there any occasions where a regular rural carrier may be scheduled to work a relief day on other than his or her regular route?**
- A. No.
- 9. When the needs of the service require, a regular rural carrier may be required to work on his or her scheduled relief day as an auxiliary assistant during the Christmas period. Must management use those regular rural carriers on the relief day work list to fill this need during the Christmas period?**

Article 8.5

A. No. There is no requirement for management to utilize the relief day work list when requiring a regular carrier to work the relief day as an auxiliary assistant during the Christmas period.

10. Is it possible for a delivery unit to have a relief day work list of 5 regular carriers and the same carrier is selected to work on each occasion?

A. Yes, if the selected carrier is the only carrier with the relief day needed.

11. If there is a need to work a regular carrier on the relief day due to an unscheduled absence, is management required to call a regular carrier on the relief day work list who is at home, to report to work?

A. Yes, if that carrier is next on the list in the proper rotation and the carrier is not on authorized leave. In addition, when carriers on the relief day work list and volunteers are not available, management may call carriers not on the relief day work list at home, to report to work.

12. Can management bypass a regular carrier on the relief day work list if he or she is next in the rotation?

A. Yes. Management may bypass any regular carrier on the list if the carrier is unable to fully perform the duties of the route, or if working the relief day will cause the carrier to exceed the annual guarantee or fifty-six (56) hours in one (1) workweek.

13. Can management bypass a regular carrier not on the relief day work list when requiring by juniority?

A. Yes. Management may bypass a more junior regular carrier if the carrier is unable to fully perform the duties of the route, or if working the relief day will cause the carrier to exceed the annual guarantee or fifty-six (56) hours in one (1) workweek.

14. **Can a carrier on the relief day work list defer to a junior carrier when selected to work the relief day?**
- A. No. A carrier on the relief day work list who is selected to work must work the relief day unless they are unavailable due to an authorized absence.
15. **If management requires the junior regular carrier not on the list to work a relief day, does management bypass him or her on the next occasion and require the next senior carrier to work the relief day?**
- A. No. The junior carrier not on the list with the needed relief day will be required to work the relief day on each occasion. Management may only bypass the junior carrier if the carrier is unable to fully perform the duties of the route, or if working the relief day will cause the carrier to exceed the annual guarantee or 56 hours in 1 workweek.
16. **How is "administrative error" defined in Article 8.5.B?**
- A. An administrative error is defined as an "honest mistake or error", a misunderstanding.
17. **Are there means for correcting a situation where management made an administrative error in the selection of a regular rural carrier to work a relief day?**
- A. Yes, it would be appropriate to provide the regular rural carrier on the list that was bypassed a "make-up" opportunity to work a relief day the next occasion a regular carrier is needed on his or her relief day.
18. **Which route will the leave replacement serve when the regular carrier on the route to which the leave replacement is assigned has now been scheduled to work the relief day?**
- A. The leave replacement may be required to work any route in the delivery unit.

Article 8.5

- 19. Can a leave replacement be scheduled to work a route on which they are not qualified as a result of the regular carrier working the relief day?**
- A. Yes. The leave replacement may be required to work any route in the delivery unit, even if they have not worked the route previously. However, if the leave replacement is not qualified on the route needing coverage, management may change the daily assignment of one or more leave replacements to routes on which they are qualified. A leave replacement may not be moved off the scheduled route if they are working the primary assignment or six-day auxiliary assignment.
- 56. Can a substitute, RCA, or RCR be utilized on a route that they are not designated on as the primary, second, or third leave replacement?**
- A. Yes. When management selects a regular carrier to work the relief day, the leave replacement may be required to work any route in the delivery unit. In addition, if management is unable to provide coverage for a route utilizing qualified leave replacements within the delivery unit, any other leave replacement may be assigned to the route prior to utilizing a regular rural carrier to work on his or her relief day.

Section 6. Wash-up time

No Change

Section 7. Changes in Number of Delivery Days

No Change

ARTICLE 9 COMPENSATION, SALARIES, AND WAGES

Section 1. Salaries and Wages

C. New Regular Carrier Appointees

(1999)

A cosmetic change was made to subsections C.2. and 3. to reflect that these employees must not have a break in service to be eligible for appointment to Step C.

(1999)

Subsection C.4. sets forth the provision for the appropriate step placement for PTF rural carriers being appointed as regular rural carriers.

D. Part-time Flexible Rural Carrier Appointees

(1999)

This new language explains the provisions for substitute rural carriers and rural carrier associates who are appointed as PTF. This provision also defines which RCAs are appointed at Step A and which are appointed at Step C.

E. Granting Step Increases

(2006)

The words "of satisfactory service" were deleted consistent with a previous agreement between the parties.

(1999)

This change provides part-time flexible rural carriers with the same step progression as regular, substitute, and auxiliary rural carriers.

F. Cost-of-Living Adjustment

(2006)

The changes to this section update the appropriate dates of the Indexes used for calculation during the term of this Agreement.

Article 9.1

(1999)

Changes were made to this subsection that reflect the new provision that cost-of-living adjustments for all non-probationary regular rural carriers (Des. 71), substitutes (Des. 73), and auxiliary carriers (Des 77) will become a part of the employee's salary "up front," and thus require no roll-in at a later date.

G. Roll-in of Existing COLA

(2006)

This provision reflects new time frames for the COLA roll-in for RCAs and RCRs.

Section 2. Compensation, Allowance, and Fees

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

(1999)

Language has been added to subsection A.1.i. to exclude any hours paid at 150% from the total hours in a work week as a result of the regular rural carrier working a relief day. These are hours paid when a regular carrier selects the 150% payment option in accordance with Article 9.2.C.5.f.(3). These hours will not be included when determining if a carrier exceeds fifty-six (56) hours in any workweek.

Subsection A.1. j. was revised to exclude any hours paid at 150% from the hours worked in excess of 2,080 up to 2,240, when those hours are worked as a result of the regular rural carrier working a relief day. This includes hours paid when a regular carrier selects the 150% payment option in accordance with Article 9.2.C.5.f.(3) and hours paid when carriers who are not provided an X day within twelve weeks receive compensation at 100%.

Subsection A.2.C. was revised to include the new PTF rural carrier as an employee category that shall be compensated in accordance with FLSA Section 7(a). The remainder of the subsection was re-lettered.

C. Evaluated Compensation

(2006)

There will be a 12-day count in 2008, a 24-day count in 2009 and a 12-day count in 2010. All vacant, auxiliary routes and other routes opted in by either the regular carrier or the Employer will be counted. The effective date for each count will be the day after the end of the first full pay period in the calendar month following the count.

4. Route Reviews

(1999)

Subsection C.4. concerning route reviews was deleted.

The remainder of subsection C was re-numbered.

5. Relief Days

(1999)

*Formerly subsection C.6.; this subsection has been rearranged for clarity and inclusion of new language. The language in subsection C.5.b, was created to provide a process for changing the relief day of one or more K routes when an office has a shortage of leave replacements. **This process may be utilized only when two conditions are met. First, there is a shortage of leave replacements in the office and second, regular rural carriers are working the relief days on more than infrequent occasions.** If an office has an available leave replacement assigned to each regular route in the office, i.e., full coverage, then this process will not be utilized. A formula is provided to ascertain the maximum number of routes that may be assigned a non-Saturday relief day, if the Employer determines it is necessary to change the relief day of one or more routes. Following is an example of applying the formula:*

- *An office has 13 regular routes (12 K routes and 1 J route) and 2 auxiliary routes.*

Article 9.2.C.5

- *The office has a total of 10 available leave replacements.*
- *The formula requires that you start with the total number of leave replacements assigned and working in the office and subtract the number of auxiliary routes:
 $10 - 2 = 8$*
- *Then divide by the total number of regular routes authorized a relief day:
 $8 / 13 = .615$*
- *Then subtract .10, a pre-determined flexibility factor:
 $.615 - .10 = .515$*
- *Then multiply this factor by the total number of routes authorized a relief day and round down to the next whole number. This number is the minimum number of routes on which management must authorize a Saturday relief day:
 $.515 \times 13 = 6.7$ rounded down to 6 (routes)*
- *Subtract this number of routes from the total number of routes authorized a relief day. This final result is the maximum number of K routes on which management may require a non-Saturday relief day:
 $13 - 7 = 6$*

In this example, management may require no more than 7 K routes have a non-Saturday relief day.

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

Saturday, the route will be removed from the PTF's assignment.

The language in subsection C.5.c. was provided to ensure that the number of Saturday relief days in an office would never be less than any other day of the week.

The language in subsection C.5.d. was created to establish a pecking order for management when reassigning relief days. Once the formula is complete and the result indicates the number of routes on which a non-Saturday relief day may be required; management should determine which relief days would benefit the office before beginning the process of changing relief days to non-Saturday. Management may offer only the non-Saturday relief days that would benefit the office.

The first step when reassigning relief days is to offer regular rural carriers assigned to K routes with a Saturday relief day, the option to change the routes' relief day to a non-Saturday. Non-Saturday relief days are Monday, Tuesday, Wednesday, Thursday, Friday, or Friday/Saturday rotating. Any regular carrier who elects a Tuesday, Wednesday, or Thursday relief day will receive an incentive of allowing the route to grow and maintain an evaluation of 53:00 - 55:00 standard hours for the period he or she is assigned to that route with that relief day. When adjustments are necessary, the route will not be adjusted below 53:00 - 55:00 standard hours, except for operational reasons consistent with national policy.

The following situations will not result in the incentive:

- *A regular carrier bids to another route with a Tuesday, Wednesday, or Thursday relief day.*
- *Assignment of Tuesday, Wednesday, or Thursday relief day by juniority.*
- *A residual vacancy awarded to a PTF, substitute, or RCA, with a Tuesday, Wednesday, or Thursday relief day.*

Article 9.2.C.5

If, after offering the opportunity to elect a non-Saturday relief day, additional non-Saturday relief days are needed, the next step is to assign K routes a non-Saturday relief day, by juniority.

Subsection C.5.e. indicates that when additional leave replacements are obtained management may change relief days back to Saturday. This provision describes the order in which relief days may be returned to Saturday. The carrier will be notified of the reassignment no later than the Saturday of the service week preceding the effective week of the change in accordance with Article 30.1.G.

The following circumstances require recalculation of the formula to determine if carriers with non-Saturday relief days must be offered the opportunity to return to a Saturday relief day, or if management may assign additional non-Saturday relief days:

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

If the formula recalculation results in the availability of additional Saturday relief days, the reassignment back to Saturday must be completed within 30 days. If the formula recalculation results in additional non-Saturday relief days, management may reassign these days at any time provided the carrier receives notice of the change no later than the Saturday of the service week preceding the effective week of the change.

There may be occasions when it is necessary to change the non-Saturday relief day of a regular route to another non-Saturday relief day, in order to provide an additional primary assignment for a PTF. A PTF rural carrier position will only be established to include assignment to K routes. The assignment will include no less than 2 K routes and no more than 5 K

routes and no two routes designated as primary assignments may have the same relief day, The carriers assigned to routes with the non-Saturday relief day that needs to be changed will be given the opportunity to change to another available non-Saturday relief day based on seniority, or possibly replace a junior carrier assigned to a K route with a Saturday relief day. If carriers with the relief day needing to be changed do not elect another relief day, then the relief day will be reassigned by juniority.

The following example illustrates a situation as described above and the appropriate solution.

Route	Saturday	Monday	Tuesday	Wednesday	Thursday	Friday
K-1	RCA-1					
K-2	RCA-2					
K-3	RCA-3					
K-4	RCA-4					
K-5	RCA-5					
K-6	RCA-6					
K-7	PTF-1					
K-8		PTF-1				
K-9		0				
K-10		RCA-7				

The regular carrier on Route 9 informed management that he wants a leave replacement assigned to his route. The office is unable to obtain an RCA or TRC. Based on the formula, the maximum number of non-Saturday relief days is 3; Management must add Route 9, with a Monday relief day, to the PTF assignment. Because the PTF is already assigned Route 8 with a Monday relief day, one of the three routes with a Monday relief day must change relief days.

The carriers with the Monday relief day will be offered the opportunity to elect another available non-Saturday relief day based on seniority. Carriers electing a Tuesday, Wednesday, or Thursday relief day will be given the incentive of allowing the route's evaluation to increase to 53:00-55:00 standard hours in accordance with Article 9.2.C.5.d.(1). If none of the carriers with the Monday relief day elect to reassign

Article 9.2.C.5

to another non-Saturday relief day and the junior regular with a Monday relief day is senior to the junior regular on a K route with a Saturday relief day, the carriers with a Monday relief day may elect to reassign to a Saturday relief day by seniority and replace the junior regular. The junior regular on a K route with a Saturday relief day will then be assigned the non-Saturday relief day needed. If the junior regular carrier with a Monday relief day is not senior to the junior regular on a K route with a Saturday relief day, then the Monday relief day will be reassigned by juniority.

The language in subsection C.5.f. provides the compensation options available for the regular rural carrier whose name is on the relief day work list when working a relief day. The carrier must select one of the three options no later than the day the relief day is worked.

Regular rural carriers not on the relief day work list do not have the compensation options when working the relief day. The language in subsection C.5.g. provides compensation at 50% of the carrier's daily rate of pay and an X day, scheduled by the Employer within the next 12 weeks, for those carriers not on the relief day work list when working the relief day. It should be noted that in both subsections C.5.f.(2) and C.5.g., the Employer will schedule the X day to be taken within the next twelve weeks.

In situations where compensation at 50% of the daily rate of pay plus an X day was intended for the carrier working the relief day, and the carrier exceeds 56 hours in the work week, compensation will be provided at 150% of the daily rate of pay for the relief day worked and no X day will be received. This applies to both, carriers on the relief day work list who choose compensation at 50% of the daily rate of pay plus an X day, as well as regular carriers not on the relief day work list.

The language in subsection C.5.h. was revised to clarify that the Employer schedules the X day, except when a rural carrier on the relief day work list chooses an X day to be immediately scheduled by mutual agreement between the carrier and the Employer. During the period that starts with the beginning of the guarantee period through the end of the designated Christmas period, regular rural carriers must receive an X day in the same pay period in which the relief day is worked.

The language also clarifies that X days earned prior to the beginning of the guarantee period are not used during this period. Language was added that provides the remedy when a rural carrier, who is entitled to an X day, does not receive that X day during the same pay period as the relief day worked. In these circumstances, the rural carrier is compensated 100% of the daily rate of pay and does not receive the X day. This is in addition to the compensation of 50% of the daily rate of pay received for working the relief day.

Subsection C.5.i. was added to clarify that regular rural carriers are prohibited from obtaining a schedule change for personal wishes when a qualified leave replacement is available in the delivery unit.

Subsection C.5.j. was added for situations where an X day cannot be scheduled within twelve weeks. The carrier is compensated 100% of the daily rate of pay and does not receive the X day. This is in addition to the compensation of 50% of the daily rate of pay received for working the relief day. Any X days earned prior to the beginning of the guarantee period are held until after the end of the Christmas period. The twelve-week count is stopped during this period and resumes at the end of the designated Christmas period.

The remainder of Article 9.2.C. is re-numbered.

Q & A 1999 Analysis

20. When can management change the relief days on one or more regular K routes in an office?

A. Management may change the relief days in an office, only if there is an insufficient number of leave replacements and one or more regular carriers are working their relief days on more than an infrequent occasion.

21. If a regular carrier elects a Friday/Saturday rotation, a Monday, or a Friday as the non-Saturday relief day, will they be provided the 53:00 - 55:00 standard hour route evaluation incentive?

A. No. Only those carriers who elect Tuesday, Wednesday, or Thursday as their non-Saturday relief day will provided the 53:00 - 55:00 standard hour route evaluation incentive.

22. When a carrier elects Tuesday, Wednesday, or Thursday as the relief day, they will be provided an incentive of allowing the route to grow to 53:00 - 55:00 standard hours and maintain that evaluation for the period that the carrier remains on that route. Will the route evaluation be "built up" to 53:00 - 55:00 standard hours?

A. No. The route will increase through normal growth or as a result of a mail count, not through adjustments to build the evaluation. If the route becomes overburdened it will be adjusted no lower than 53:00 - 55:00 standard hours, except as provided in the Extension or in accordance with national policies.

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

A. Yes. There are several circumstances that may necessitate reassignment back to Saturday relief days. If the number of leave replacements in the office increases or the number of routes with an authorized relief day changes, the formula will be recalculated and management may be required to reassign the appropriate number of relief days to

Saturday. In addition, if a residual vacancy is awarded to a PTF, substitute, or RCA, and a Saturday relief day is available, the residual vacancy will be assigned a non-Saturday relief day and the Saturday relief day will be reassigned accordingly.

24. If circumstances in the office require that the formula be recalculated and the number of Saturday relief days increases, how long does management have to complete the calculation and the reassignment of relief days back to Saturday?

- A. Management must recalculate the formula and complete the reassignment process within thirty (30) days.

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

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

26. Are K routes the only routes that will elect or be assigned non-Saturday relief days?

- A. Yes. The results of the formula provide the maximum number of non-Saturday relief days that may be assigned to K routes. When implementing the formula, only K routes will be assigned non-Saturday relief days.

Article 9.2.C.5

- 27. If a K route with a non-Saturday relief day changes to a J classification, will the route retain the non-Saturday relief day?**
- A. No. If a K route is assigned a non-Saturday relief day and changes to a J classification at a later date, the relief day will be changed to Saturday and if available, another K route may be assigned a non-Saturday relief day.
- 28. If a carrier assigned to an H or J route requires management to provide a leave replacement for their route in accordance with Article 30.2.A.2, may a PTF position be established or a PTF assignment extended to include the H or J route?**
- A. No. However, the employee has a contractual entitlement to have a leave replacement assigned to his or her route and management has a contractual obligation to continue make every effort to hire a leave replacement for the route until that obligation is met.
- 29. If a carrier is on the relief day work list and is scheduled to work a relief day, how soon must he or she select the option of payment?**
- A. The carrier must select one of the options listed in Article 9.2.C.5.f. no later than the day the relief day is worked.
- 30. What does "immediately scheduled by mutual agreement" mean in Article 9.2.C.5.g. (1)?**
- A. When a carrier on the relief day work list is selected to work, the carrier may select option #1. At that time or no later than the day the relief day is worked, the carrier and manager should mutually agree when the X day will be given and annotate it on the schedule.
- 31. When a regular carrier is entitled to an X day in accordance with the provisions of this Extension, does the carrier schedule the X day?**
- A. No. Except in those cases where the relief day is scheduled by mutual agreement, management will schedule the X day.

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

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

33. What action is taken if a carrier does not receive an X day within twelve (12) weeks or within the same pay period from the beginning of the guarantee period through the end of the designated Christmas period?

A. Any carrier who is not provided an X day within twelve weeks or during the same pay period as required in Article 9.2.C.5.h., will receive 100% of the carrier's daily rate of pay in lieu of the X day.

34. Can a regular rural carrier request to work his or her relief day for personal reasons?

A. No. Working the scheduled relief day in accordance with personal wishes is not permitted when there is a qualified leave replacement available in the delivery unit.

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

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

Article 9.2.C.5

(2000)

The language in Subsection C.5.f. (1) was added to clarify that should a regular carrier on the relief day work list select the option of receiving only an X day to be scheduled by mutual agreement as compensation for working the relief day, a PS Form 3971 will be completed indicating the scheduled X day. The scheduled X day will then be given the same consideration as approved annual leave.

The new language in Subsection C.5.i provides the opportunity for management to allow a regular rural carrier to work his or her relief day in order to grant a day off to the leave replacement scheduled and available, to work the regular carrier's relief day. With the provisions of the Extension to the Agreement to the 1995-1999 National Agreement that provided for the establishment of a relief day work list, some managers had been reluctant to allow a scheduled leave replacement a day off because of the potential additional cost when a regular carrier serves the route on his/her relief day. This provision is intended to give management the opportunity to grant a leave replacement's request for a day off without incurring the additional costs that would result from usage of the relief day work list. With the provision that if the regular carrier agrees, it allows management to permit a regular rural carrier to work the relief day, regardless of whether or not the carrier is on the relief day work list. This is an option and applicable only after management has used all available leave replacements in accordance with Article 30.2.D.2. and 3. The only compensation received for working this relief day will be an X day to be scheduled by mutual agreement. As with one of the compensation options available to those carriers who have signed the relief day work list, a PS Form 3971 will be completed no later than the day prior to the relief day to be worked indicating the scheduled X day and this X day will be given the same consideration as annual leave. Article 9.2.C.5.J. does not provide any leave entitlements for leave replacements or additional work entitlements for regular rural carriers, including those on the relief day work list.

6. Route Classification

(2000)

This new Table of Evaluated Hours is for auxiliary routes only and allows for maximum compensation of 57 hours per week for an auxiliary route. This alleviates any confusion with auxiliary routes being placed into an H, J, or K classification when they increase beyond 40 standard hours and reflects the parties' agreement that no auxiliary route carrier will be entitled to evaluated compensation greater than 57 hours.

(1995)

The term Standard Hours has been added to the Table of Evaluated Hours as a clarification of total hours and minutes per week. Standard hours is another way of stating the total hours and minutes per week of a route's evaluation.

8. Classification Options and Reviews **(Renumbered as Section 2.C.7 2000 National Agreement)**

4. Route Reviews

Subsection C.4. concerning route reviews was deleted. The remainder of subsection C was re-numbered.

(1995)

*The language in former Subsection b. **(1993 National Agreement)** allowing qualifying rural routes to stay in a high H or J option, even though their standard hours exceed the maximum for that option, has been eliminated from the Agreement. This language, which was applicable only to former mileage route carriers whose routes have been converted to evaluated pay and who remain on their original routes, was confusing and caused ineligible carriers to petition for the same election. Although the language has been eliminated, an eligible carrier may elect to stay in a 46H or 46J classification if the RCS salary for the route exceeds the salary for the low option J or K classification at which the route is evaluated.*

Article 9.2.C.7

b. Reviews

(Renumbered as 9.2.C.7.b. in the 2000 National Agreement)

(1) National Count, Interim Adjustment or Special Count

(1995)

The language in this paragraph is intended to include those carriers whose routes were not counted in September but who are still eligible for an election of a higher classification at the beginning of the guarantee year. Managers must discuss the requirements for election of a higher classification and if the carrier selects high option, the manager then prepares and submits a Form 4003 for option election making the beginning of the guarantee year the effective date. A carrier who elects high option must make the appropriate written commitment to use leave in order to keep his/her actual work hours from exceeding 2080.

8. Overburdened Routes

(1995)

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

Example:

- Route 001 is evaluated at 62:32
- The Table of Evaluated Hours ends at 56:36
- The route is a 48K
- The regular carrier's work hours for the week (Monday through Thursday) are 42:35.

- The carrier is projected to work an additional 10 hours or more on Friday.
- Evaluated route hours in excess of 57:36 equal 4:56 (62:32 minus 57:36)
- Actual carrier work hours in excess of 57:36 (48K) equal 3:35 (51:35 minus 48:00)
- Actual carrier work hours in excess are less than the evaluated route hours in excess. Therefore, auxiliary assistance should be provided promptly for 3:35.

9. Changes in Compensation

The references in this section were changed as a result of the elimination of the route review. There are now five circumstances under which a special count must be conducted.

10. Substantial Service Changes

(1999)

A change was made to subsection 10.a. to clarify its meaning. When adding or subtracting boxes from a route, the number of boxes shall be multiplied by the appropriate box allowance, whether an L or non-L route and added to the volume factor. The resulting figure is used to increase or decrease the evaluation of the route accordingly.

The references in subsection 10.b. were changed to reflect the elimination of the route review as a circumstance under which a special count must be conducted.

(2000)

A substantial service change is now defined as an increase or decrease of one (1) full hour (60 minutes). Previously, a substantial service change required an increase or decrease of two (2) full hours in the route's evaluation. It is important to note that the one hour (60 minute) substantial service change has been included in this subsection only.

11. Special Counts

(Note: MOU # 20 Adjustment Process For Delivery Point Sequence Flat Mail)

This MOU allows for special counts due to the implementation of DPS Flats.

Changes to these provisions were made in a MOU dated 2/6/03 changing the circumstances to conduct special counts.

(1999) (Superseded by MOU dated 2/6/03)

The route review has been eliminated... A change was made to subsection 11.a.(4) to clarify that an auxiliary route must reach 39:00 standard hours to qualify for a special count. Although a route evaluation of 38:31 -39:00 standard hours receives 39 hours compensation, the auxiliary route is not eligible for a special count until it reaches 39:00 hours or more.

12. Seasonal Routes

(1999)

A change was made to this subsection to clarify its meaning. When adding boxes to a route, the number of boxes shall be multiplied by the appropriate box allowance, whether an L or non-L route and added to the volume factor. The resulting figure is used to increase the evaluation of the route accordingly.

E. Compensation for Part-time Flexible Rural Carriers

(1999)

Subsection E. establishes compensation for part-time flexible rural carriers. The remainder of Article 9.2. is re-lettered.

Q & A 1999 Analysis

- 57. If a PTF is entitled to 36 hours per week because this is the total of the daily evaluation of each of the primary assignments, and the actual work hours to serve these assignments are less than**

36 hours, must management provide additional work for the PTF?

- A. No. Although the PTF may have completed the primary assignments in less than 36 hours, they will be compensated for 36 hours, the evaluation of each of the assigned routes.

58. A PTF is entitled to the total of the daily evaluation of each of the assigned primary routes. In this example, the PTF is entitled to 36 hours per week (4 9-hour routes). The PTF serves 3 of the assigned primary routes (27 evaluated hours) with total work hours for these 3 routes equal to 25 hours. On the fourth day the PTF serves a route other than one of his primary assignments with an evaluation of 7 hours which he completes in 7 hours. Is the PTF entitled to 2 hours of work in that week to meet the entitlement as provided in Article 30.2.O?

- A. Yes. In this case, the PTF is entitled to 36 evaluated hours for the week (the total of one day's evaluation of each of the primary assignments). The PTF actually worked 32 hours for the week including one route other than his or her primary assignments. The PTF will receive 34 evaluated hours and should be provided 2 additional hours work during the remainder of the week.

59. If a PTF is entitled to 45 hours per week, the total of the daily evaluation of each of the assigned primary routes (5 9-hour routes), and is granted annual leave for the entire week; does his or her entitlement for the week change?

- A. The maximum number of leave hours granted per week is 40 hours. A PTF may not use leave to generate overtime. Therefore, in situations when the carrier is on leave and the total of the daily evaluations exceeds 40 hours, the carrier's entitlement would be limited to 40 hours.

60. In this scenario, a PTF is entitled to 36 hours per week. The PTF serves 3 of the assigned primary routes for a total of 27 paid hours. The PTF is

granted annual leave instead of serving the fourth primary assignment. The PTF is authorized no more than 8 hours leave in one day. Is this PTF entitled to an additional hour of annual leave to bring the total hours for the week to 36 hours?

- A. The PTF may request the number of annual leave hours necessary to meet the entitlement for the week. However, leave cannot be authorized if a carrier is in an overtime situation, i.e. actual work hours exceed 40 hours per week.

J. Equipment Maintenance Allowance

(2000)

2. References to Optional Equipment Maintenance Allowance (OEMA) have been deleted from this subsection. MOU 13 provides that the Postal Service will assign 15,000 RHD postal-owned or postal-leased vehicles to rural routes through 12/31/2008. The MOU does not provide for rejection of the assignment to a route of an employer-provided vehicle so there is no longer a need for OEMA.

Regular rural carriers purchasing new RHD vehicles to be used on their route in accordance with the current provisions of the MOU 8 will not be assigned a postal-owned or postal-leased vehicle for a three-year period from the date of purchase of the RHD vehicle.

3. Rate of EMA

(2006)

The changes in the 2006-2010 National Agreement provide an increase to the EMA base rate totaling 7½ cents per mile. Effective with the November 2007 CPI-W adjustment, 3 cents per mile is added to the EMA base rate. This will be reflected in EMA reimbursements beginning January 2008. Effective with the August 2008 CPI-W adjustment, 2 cents per mile is added to the EMA base rate. This will be reflected in EMA reimbursements beginning October 2008. Effective with the August 2009 CPI-W

adjustment, 2½ cents per mile is added to the EMA base rate. This will be reflected in EMA reimbursements beginning October 2009.

K. Christmas Allowances and Procedures

No Change

L. Pouch Mail

No Change

M. Training Pay

(2006)

Section 1 provides for newly appointed RCAs to be paid the greater of the total actual hours worked in a week (including any hours recorded on PS Form 1314-A), or the total of the evaluation of the route(s) worked for the week (including any hours recorded on PS Form 1314-A) for the first five (5) pay periods of employment. If the actual work hours exceed 40 hours for the week, the RCA is paid the actual work hours regardless of the weekly evaluation.

The comparison of actual hours to evaluated hours is made on a weekly basis, not day by day. Therefore, an RCA may work over the evaluation of the route for more than one day, but by week's end, receive what appears to be only the hours worked over the evaluation for a lesser number of days because of the total hours worked for the week.

Example:

DAY	Sat	Mon	Tues	Wed	Thurs	Fri	Total Hours
ROUTE #	001	001	002	002	-	001	
WORKED	9	2*	10	8	-	9	38
EVALUATION	8	2*	9	9	-	8	36

*2 hours of auxiliary assistance is recorded on PS Form 1314-A and included during the calculation of total work hours, in both the actual hours worked and the evaluation.

Article 9.2.M

In this example, during the first 5 pay periods of employment, the RCA would be paid for 38 hours because it is greater than the 36 hours the RCA would have otherwise been paid under the evaluated compensation system. Conversely, after the first 5 pay periods of employment, the RCA would be paid for the 36 hours earned under the evaluated compensation system.

Handbook F-21, *Time and Attendance*, has been updated as follows:

587.31 Newly Appointed Rural Carrier Associate

A newly appointed rural carrier associate (RCA) will be paid the higher of the two rates (evaluated hours versus actual hours) for each week for the first five pay periods of employment. The payroll system will automatically determine the greater of the two payments for each week. This change is effective PP25-2007.

New language in section 3 provides similar compensation for a non-career bargaining unit leave replacement when utilized on a route he/she has not served in the past 12 months. The leave replacement will receive the greater of the actual hours worked or the evaluation of the route for the route served.

This compensation is only provided for the first day that the carrier works the route beyond the 12 month period.

However, if the carrier works more than 40 hours in the week, the carrier is paid actual hours worked for the day, regardless of the evaluation of the route.

The following definitions are provided for the purpose of this section only:

- “A leave replacement” is defined as a substitute, RCR or RCA.
- “Utilized on a route” is defined as casing and carrying the route.
- “A route not served in the past 12 months” is defined as a regular or auxiliary route that the carrier has never worked or has not cased and carried in the past 12 months.
- “In the past 12 months” is defined as 365 calendar days prior to the date the leave replacement is being utilized on the route.

- “Evaluation of the route” is defined as the daily evaluation. The daily evaluation is determined by dividing a K route’s weekly evaluation by 5, dividing a J route’s weekly evaluation by 5 ½, or dividing an H route’s weekly evaluation by 6.

Handbook F-21, *Time and Attendance*, has been updated as follows:

587.32 Route Not Served in Past Twelve Months

When it has been determined that a substitute, rural carrier relief (RCR) or rural carrier associate (RCA) has not served a particular rural route in the past twelve (12) months, the carrier will be paid the greater of the actual hours worked or the daily evaluated hours of the route for one day.

The local office must determine if the actual hours worked is greater than the daily evaluated hours of the route. To determine the daily evaluation of the route, complete the appropriate calculation as follows:

A and H routes – divide the weekly evaluated hours by 6

J route – divide the weekly evaluated hours by 5.5

K route – divide the weekly evaluated hours by 5

If the actual hours worked is greater than the daily evaluated hours of the route, the evaluated hours are entered on the PS Form 1314, for the route served. Enter the number of hours over the evaluated hours on PS Form 1314-A and route number A995 will be used to capture the additional time. (See Exhibit 587.32)

If the actual hours worked are less than the daily evaluated hours of the route, enter the work hours on PS Form 1314 only. No additional entries are necessary on PS Form 1314-A.

For auxiliary routes, if the actual work hours are greater than the daily evaluated hours, enter the evaluation on PS Form 1314-A for the auxiliary route

Article 9.2.M

and complete a second PS Form 1314-A, using route number A995 to capture the additional time.

Questions & Answers:

- 1. Is the initial classroom and driver training included in the “first five (5) pay periods of employment” time frame?**
 - A. Yes. The period in which the newly appointed RCA will be compensated in accordance with 9.2.M.1, will be from the first day of employment and end five (5) pay periods later inclusive of classroom training, on-the-job training, unscheduled time, etc.

- 2. Does this provision apply to newly hired TRCs?**
 - A. No.

- 3. If an RCA was hired 3 weeks prior to December 3, 2007, would this carrier be entitled to compensation based on this provision?**
 - A. RCAs are entitled to this method of compensation for the first 5 pay periods of employment. If any portion of the first 5 pay periods is in the time period following December 3, 2007; that time would be incorporated for the calculation described in this provision. In the situation described in the question above, the provisions would be applied to the time worked by the RCA after December 3, 2007 (approximately 7 weeks).

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

5. **Will the RCAs eligible for additional compensation be paid retroactively once the payroll system has been modified?**
- A. Yes. When the programming is completed it will calculate retroactive payment to December 3, 2007, as appropriate.
6. **If an RCA leaves the Postal Service for any reason prior to the modification to the payroll system, will he/she be entitled to retroactive payment?**
- A. No.
7. **Can management provide auxiliary assistance to prevent an RCA from working over the evaluated hours for a route?**
- A. Yes. Management does have the option of providing auxiliary assistance.
8. **If an RCA's employment does not begin at the beginning of a pay period, is the partial first pay period of employment considered as one of the first 5 pay periods?**
- A. Yes.
9. **Are PTF rural carriers and TRCs eligible for additional compensation in accordance with M.3?**
- A. No.
10. **An RCA is utilized on a route that he/she has not served in the past 12 months. The carrier will be paid the greater of the actual hours worked or the evaluation of the route. The RCA then serves the same route the following day or for the entire week. Is the RCA entitled to the comparative compensation as described in section M.3. for the additional days?**
- A. No. The payment of the greater of the actual hours worked or the evaluation of the route is only applicable to the first day the leave replacement is utilized on the route, even if the carrier serves the route the entire week. The leave replacement will not

Article 9.2.M

be eligible for the greater compensation until another 12 months has passed without serving that route.

11. If an RCA has been employed in an office for only 6 months, is he/she entitled to the comparative analysis for compensation when serving a route for the first time, i.e., is designated to serve an unfamiliar route when the regular carrier is working the relief day on the originally assigned route?

A. Yes. The RCA is entitled to the greater of the actual hours worked or the evaluated hours of the route for the day.

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

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

13. If an RCA has never served a route as an RCA, but served the route within the past 12 months when employed as a TRC, is the RCA entitled to the greater compensation?

A. Yes. The work performed as a non-bargaining TRC is not relevant to this provision.

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

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

15. **How will the leave replacement and/or management know that the carrier has not been utilized on the route in the past 12 months (365 calendar days)?**
- A. Data is available in the office, specifically PS Form 4240, *Rural Carrier Trip Report*, to identify whether a leave replacement has been utilized on the routes in the office. Management may also choose to develop a local tracking system.
16. **Is a regular rural carrier who is appointed as an RCA in accordance with MOU # 10, entitled to the training compensation outlined in Article 9.2.M.1 or 9.2.M.3?**
- A. A regular rural carrier who is appointed as an RCA would be entitled only to training compensation as outlined in M.3., for instances when utilized on a route that he/she has not served in the past twelve (12) months.

N. Training Presentations

(2006)

This change now requires that the compensation for training presentations be calculated by multiplying the actual time by the carrier's straight time rate instead of the national average hourly rate. This revision will not be effective until all payroll system programming is completed.

Questions & Answers:

1. **How will the change in the rate of pay used for training presentations affect the required submission of information from the local level?**
- A. There is no change to the timekeeping procedures necessary for compensation for training presentations. The payroll system will be updated to reflect the appropriate rate of pay to be used in the calculation.
2. **What rate of pay will be provided until the payroll system has been properly updated?**

Article 9.2.N

- A. Until the programming changes are complete, the carrier will continue to be compensated for training presentations based on the actual time required multiplied by the national average hourly rate.
3. **Once programming changes are complete, will there be a retroactive calculation of the time required for training presentations utilizing the carrier's straight time rate rather than the national average hourly rate?**
- A. No.

(1999)

A clarification is added to this subsection to indicate that a rural carrier (Designation 71 or 72) will receive hourly compensation for training presentations only if they have not been provided auxiliary assistance equivalent to the time spent during the training. The designation activity code for PTF rural carriers is added to this section to indicate how these employees are compensated for training presentations.

ARTICLE 10 LEAVE

Section 1. Leave Funding

No Change

Section 2. Annual Leave

(1995)

The approval of leave and the assignment of a leave replacement to serve the route when the regular carrier requests leave is the responsibility of the manager. Regular carriers should be granted annual leave in accordance with their personal wishes, provided a leave replacement is available. In appropriate circumstances, the leave replacement assigned to the route may be a TRC.

Section 3. Sick Leave

(1995)

Paragraph d. indicates that regular rural carriers will be charged sick leave in 8 hour increments.

Substitutes' and rural carrier associates' minimum unit charges for sick and annual leave are now stated in Section 5.

Section 4. Saturday Leave

(1995)

Cosmetic changes have been made to more accurately reflect what occurs regarding charging of annual leave, sick leave, and LWOP versus "free Saturdays".

The number of days of annual or sick leave which a carrier will be charged remains the same, i.e., if all of the criteria are satisfied, a carrier taking leave Monday through Saturday will be charged five days of leave with the Saturday not being charged to leave. This constitutes a free Saturday.

However, in order to be granted the free Saturday, there must be more than five "A's" (annual leave) or "S's" (sick leave) entered on the carrier's time card. Furthermore, the employee's most recent Form 1223, Earning Statement must show the carrier's leave balance to be at least equal to the number of leave days entered on the time card. Interruption of the leave period by taking a relief day disqualifies the carrier for a free Saturday.

Section 5. Leave for Substitutes and Rural Carrier Associates

(1995)

Substitutes and RCAs serving a vacant route or a route where the regular carrier is on extended absence shall be granted leave in minimum units of 8 hours. When RCAs assigned an auxiliary route earn leave, this leave shall be granted in hourly increments meaning the employee can take less than

a full day of leave.

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

(1999)

This paragraph was revised to include the part-time flexible rural carrier. The PTF earns leave in the same manner as the auxiliary carrier. PTF rural carriers differ from the regular rural carriers in that leave is earned based only on hours worked. Unlike regular rural carriers, the PTF will not earn leave while in a leave status.

ARTICLE 11 HOLIDAYS

(1999)

The part-time flexible rural carrier was added to Section 3 to indicate that the holiday pay for these employees is calculated in the same manner as it is for substitutes.

Section 1. Holidays Observed

(1995)

Washington's Birthday has been changed to reflect the term now used, President's Day.

Section 2. Payment

(1995)

This section was modified to provide clarification. Language has been added to ensure that regular carriers do not provide auxiliary assistance on holidays and designated holidays. When the regular carrier is assigned to work on the design holiday, the regular carrier must work the full day. A "V" must be entered on the time card, which will ensure the carrier is paid correctly.

Leave replacements may be utilized to perform duties on a holiday and these employees will be compensated based on actual hours worked.

Q & A 1995 Analysis

53. Can a regular rural carrier provide auxiliary assistance on the Christmas holiday?

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

(2000)

The new provisions provide that a regular rural carrier may be scheduled to work their designated holiday if no leave replacement is available to serve the route. In addition, it is further clarified that for the purpose of this section, a leave replacement is unavailable if he or she is assigned on any regular or auxiliary route. Article 30.2.D. provides that management would attempt to provide coverage for the route on the designated holiday by utilizing PTFs, the matrix, other qualified leave replacements in the delivery unit and within the office, prior to working the regular on the designated holiday. However, the regular may be required to work the designated holiday before requiring another regular to work on his or her relief day.

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

No Change

ARTICLE 12 PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENT

Section 1. Probationary Period

- A. Statement of Principle

(2006)

A cosmetic change was made to include a cross-reference to Article 30.

Section 2. Rural Carrier Seniority

B. Breaking Ties

(1999)

Subsection B. was modified to incorporate the changes to the tie breaker provisions made as a result of the November 20, 1999 Memorandum of Understanding. For regular rural carriers, substitute rural carriers, and rural carrier relief (RCR) employees, the tie breaker, rather than being "earliest date of birth", will be numerical by the last three or more numbers of the employee's social security number. Only the last three numbers are used unless the tie remains, then use enough numbers to break the tie. The lowest number is the most senior or considered "longest period of service." For rural carrier associates (RCA), the tiebreaker, rather than being "earliest date of birth", will be the rural carrier examination basic score. The score to be considered is either the basic score received by the carrier when appointed as an RCA or the basic score used for converting the employee from RCR to RCA. If two or more RCAs have the same rural carrier examination basic score, the tiebreaker will be numerical by the last three or more numbers of the RCA's social security number. Only the last three numbers are used unless the tie remains, then use enough numbers to break the tie. The lowest number is considered having the "longest period of service."

(1995)

The language regarding breaking ties was changed for clarification. Although service as a TRC is not used for breaking ties for regular carriers, it is used for RCA tie breaking as a factor of "any other prior postal service" under Section 2.B.2. Service as an emergency RCR or as a casual would also be included as a factor of "any other prior postal service."

"In each instance, continuous service shall be considered before non-continuous service" was

added to the tie breaker subsections for substitutes, RCAs, and RCRs respectively, to clarify that service not interrupted by separation or another appointment should be considered before any interrupted service.

(1999)

Subsection B.1.b. was modified to include service as a PTF rural carrier as the second tie breaker for regular rural carrier seniority. Therefore, if two PTF rural carriers are appointed to regular rural carrier on the same day, in the same office, the carrier that was PTF longest will be senior. The tie breaker provisions in subsection B.1.b. are used when any two or more employees are converted to regular status on the same date or there is a tie between one or more employees converted to regular status and one or more employees appointed from a register of eligibles.

Subsection B.2. was added to include provisions for breaking ties if two or more PTF rural carriers are appointed on the same day in an office. These provisions follow in a similar manner to the tiebreaker provisions for other leave replacement employees.

A cosmetic change was also made to subsection B.3. to clarify breaking ties with length of prior postal service. All prior postal service of the employee is combined to determine the "longest period of service."

Subsection B.3.d. is new language that provides for those situations when an RCA and an RCR are considered tied when "the longest period of service without regard to classification" is a factor under Article 30.2. The RCA shall always be considered as having the longest period of service when tied with an RCR.

When it is necessary to break a tie between two or more employees, each factor is applied to the affected employees, until the tie is broken. When two or more employees continue to be tied during the application of the same factor, continuous service

Article 12.2

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

Article 12.2.C.2. was deleted and subsection C.7. has been revised because there are no provisions to involuntarily reassign rural carriers to other crafts. The remainder of subsection C. was renumbered accordingly.

Q & A 1999

- 64. Portions of Article 12 were deleted because there are no provisions for a rural carrier to be involuntarily assigned to another craft. Does this mean that rural carriers who are permanently unable to perform the duties of a rural carrier as a result of a job-related injury may not be reassigned to another craft?**
- A. No. Rural carriers may be reassigned to other crafts in accordance with Part 546 of the ELM. These reassignments are considered "voluntary."

Section 3. Rural Carrier Posting

(2006)

A cosmetic change was made to this section to delete references to the requirement to conduct a special count as a result of route adjustments. This

requirement was eliminated when the parties modified the special count criteria through a Memorandum of Understanding dated February 6, 2003.

(1995)

Subsections A. Posting Requirements and B. Assignment Procedures have been combined and rearranged to clarify the posting and assignment procedures and improve the overall "flow" of events. The new Subsection B. is re-titled Awarding a Vacant Route. All of the provisions of the previous Subsections A and B are included in the new structure. Language which was previously outlined in a Memorandum of Understanding between the parties dated June 24, 1994 has also been incorporated in this section.

Section 3.A.1.c. reflects language which was agreed to previously by the parties in a letter of intent. The new language stipulates one condition wherein posting of a regular route is not required.

(1999)

Subsection A.1.d. was changed to clarify that a mutual exchange may occur between two or more carriers.

(1995)

The previous language in Section 3.A.2.a. unintentionally appeared to limit the full scope of when a 60 day extension for posting a vacant route could be made. This cosmetic change clarifies the actual intent by adding that a sixty-day extension may be made when an adjustment or conversion in addition to a route consolidation is pending.

New language in Section 3.A.2.b. includes a previous Step 4 decision. The new language outlines the only circumstance in which the awarding process that results from a posting should be interrupted. The awarding process may be stopped should a vacant route that resulted from the original posting meet the

Article 12.3

qualifications for conversion to a Highway Contract Box Delivery Route.

(2000)

Section 3.A.3 Language was added to specify that a vacant route that evaluates at 26:00 standard hours or less would be converted to auxiliary status. Regular routes reduced to 26:00 standard hours or less as a result of the reasonable accommodation MOU will not be converted to auxiliary routes when vacated.

(1995)

Section 3.A.4. clarifies that when a regular route has a regular carrier assigned and that carrier is in a non-duty status, the route is not vacant until the employee has been properly separated from the Postal Service rolls, unless otherwise provided for in this Agreement.

Section 3.A.5. allows an RCA to bid on a vacancy in the office to which assigned if the employee has one year of service as an RCA regardless of the office(s) in which the service accumulated. However, awarding of the route will continue to be based on the longest period of continuous service in the vacancy office. Therefore, an RCA who has transferred from another office and has more than one-year service as an RCA will be able to bid on a vacancy in the new office, although the employee does not have one year service as an RCA in the new office.

As further clarification, because all vacancies in the office are filled from the original posting, regular carriers, substitutes and RCAs who submit a bid may reject an initial offering yet remain in the bidding process for other routes which might become vacant as a result of the original posting.

(1999)

Subsection A.6 was changed to require an additional factor on all vacant regular route postings. In addition to previous notice requirements, the notice will include the day of the week of the authorized relief

day. If the posted route is a newly created route, the route will be posted with a Saturday relief day. If the route is awarded to a PTF, substitute, or RCA, the relief day may be reassigned in accordance with Article 12.3.B.2.g. Another paragraph was added to this subsection allowing RCAs, still on the rolls, to bid when in a non-pay status, as a result of charges pending pursuant to Article 16. This revision requires management to hold the award in abeyance until disposition of the charges, if the RCA would have otherwise been the successful bidder. If the RCA is returned to his or her position, the effective date of the conversion to career will be the pay period the employee returns to work unless otherwise indicated in the disposition of the case.

B. Local Posting and Bidding of Regular Rural Routes

(2006)

*The changes to this section of Article 12 have been made to comply with MOU #18 which provides for the implementation of an automated bidding system for regular rural route and PTF rural carrier vacancies. For a period not less than 90 days, in offices with vacancies, rural carriers will bid to those vacancies using PS Form 1717-A, Preferred Assignment Multiple Bid Card, prior to the implementation of the new automated bidding procedure. PS Form 1717-A allows for the rural carriers to state their preferences for route assignments during the bidding process. Therefore, it is necessary that each posted vacancy notice contain the required information for **all** regular routes in the office. There are several additions to the information required on the vacancy notice, as follows:*

- *Official Position Identification Number (this number is provided by HR Shared Services or the local HR office)*
- *Medical certification is required (on file or submitted by the end of the posting period) from any carrier temporarily unable to perform the duties of the bid-for position, indicating the carrier*

Article 12.3.B

will be able to fully perform the duties in accordance with the provisions of MOU #7.

- *The method to be used for the submission of bids, e.g., written, telephone, computer and/or other automated method.*

A sample of the Vacancy Notice can be found on page 62 of this document.

New language in this section then indicates that carriers wishing to bid on vacancies will list, in order of preference, any route in which they have an interest and that will be accepted by the carrier should the route become available as a result of filling the original vacancy. The carrier may change the preferences by either adding or deleting a route from the listing or re-sequencing the preferences, at any time prior to the closing of the bid. The carrier may also completely withdraw the bid prior to the closing date of the posting. However, once the closing date of the posting is reached, the bid is submitted and the carrier will not be able to decline any route listed should they be the successful bidder.

Questions & Answers:

- 1. The changes to Article 12 are necessary to comply with MOU #18. Is there a delay in the implementation of this language beyond the effective date of the Agreement?**
 - A. Yes. The previous Article 12 (2000-2004 Agreement) provisions relative to bidding will apply until districts implement the standardized manual bidding process. This standardized manual bidding process will be utilized for all vacancies posted in any office in the district for at least 90 days prior to the implementation of a telephone, computer, or other automated bidding process.
- 2. Regular rural carriers have previously been afforded the opportunity to decline assignments which may become vacant as a result of the original posting in favor of a more desirable assignment. Will this opportunity still exist?**
 - A. No. The regular carrier will indicate, in order of preference, all routes which they will accept. Once the posting is closed, the carrier will not be able to

decline a route on which they are the successful bidder. This provision will apply to all assignments bid by all rural carriers.

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

- A. A PTF rural carrier is not required to submit a bid listing the routes in order of preference. However, when more than one regular route is posted on the vacancy notice, the PTF may submit their route preferences on PS Form 1717-A or indicate their route preferences through automated bidding, in order to be provided a choice of the residual routes.

4. Are RCAs required to submit a bid listing their preferences for routes?

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

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

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

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

Article 12.3.B

5. **Is it possible that an RCA can be awarded a residual vacancy ahead of an RCA bidder with a longer period of continuous service as an RCA?**
- A. Yes. If the RCA with the longer period of continuous service as an RCA only lists specific routes on the submitted bid, and the residual vacancy is not one of the listed preferences, then the more "junior" RCA will be awarded the residual vacancy.

R0206-Rural	HUMAN CAPITAL ENTERPRISE SYSTEMS	REQUESTED: 08/12/2008
BC268360 Saint Paul(MN) Bid Cluster	VACANCY NOTICE	TIME: 10:05:02
		Page: 1 of 1

Posting No: 10753	Regular Rural Route
Opening Date : 08/12/2008	Closing Date : 08/21/2008

Bidding for the regular rural route(s) listed below is not only for this vacancy, but for any regular rural route(s) in the office that may become available as a result of filling the original route vacancy. (See attached route information for all regular rural routes.)

Eligible rural carriers will submit bids using Phone 1-877-477-3273 Option 2, TDD/TTY 1-800-865-7208, kiosk, Job Bidding Machine or a Personal Computer at: www.liteblue.usps.gov

Position: 76865059 Route: 00022
Classification: LK 45 Route Length: 46.00
Regular/Central Boxes: 582/0
Number of Stops: 582
Volume Factor: 1.85
USPS Vehicle: Yes or No
Seasonal Route: Yes or No
Work Location: Station or Branch
Relief Day: Wednesday

Position: 95056867 Route: 00094
Classification: LK 44 Route Length: 56.00
Regular/Central Boxes: 601/0
Number of Stops: 582
Volume Factor: 1.85
USPS Vehicle: Yes or No
Seasonal Route: Yes or No
Work Location: Station or Branch
Relief Day: Wednesday

PHYSICAL/OTHER REQUIREMENTS:

Must meet physical requirements of the position.

Must Possess a valid state driver's license.

If necessary, must possess a certificate of vehicle familiarization and safe operation.

If the rural carrier is temporarily unable to perform the duties of any bid-for position, medical certification must be on file or submitted by the end of the posting period, indicating the carrier will be able to fully perform the duties of any bid-for position within the specified time frame as identified in MOU # 7, in order to hold the position in abeyance.

NOTE: If the residual vacancy from this posting is to be assigned to a leave replacement **and** the office has been scheduled for implementation of DPS flats or identified as an office within 50 miles of an office scheduled for implementation of DPS flats; this vacancy **may be held** and conversion of the leave replacement to regular rural carrier will not be processed.

THE UNITED STATES POSTAL SERVICE PROVIDES REASONABLE ACCOMMODATIONS TO QUALIFIED INDIVIDUALS WITH DISABILITIES. IF YOU NEED A REASONABLE ACCOMMODATION FOR ANY PART OF THE APPLICATION, BIDDING, INTERVIEW, AND/OR SELECTION PROCESS, PLEASE CONTACT THE OFFICE IDENTIFIED ON THE VACANCY ANNOUNCEMENT. THE DECISION ON GRANTING REASONABLE ACCOMMODATION WILL BE ON A CASE-BY-CASE BASIS.

(1999)

Subsection B.2.c. was revised to include the PTF rural carrier in the order of consideration for filling regular vacancies. The PTF with the longest period of service in the office as a PTF must be converted to regular. The PTF cannot decline conversion. If there is more than one vacancy, the PTF with the longest period of service in the office as a PTF will choose among the vacancies.

(1999)

Subsection B.2.g. allows management to assign a relief day other than Saturday to residual vacancies that are awarded to a PTF, substitute, or RCA; this will be applied only in those offices where the formula in Article 9.2.C.5.b. has been used to change relief days to non-Saturday. If the formula requires the residual route to have a Saturday relief day and there are other routes in the office with non-Saturday relief days, those carriers with non-Saturday relief days will have the opportunity to obtain the Saturday relief day, by seniority. The route awarded to the PTF, substitute, or RCA will be assigned a non-Saturday relief day.

Language was added to subsection B.3. to clarify that the posted route as well as any other routes resulting from the original posting must be awarded within 10 days and the employee placed in the new assignment within 21 days. If the 21-day period will expire on any day during the month of December, it is the manager's option to make the assignment effective within the 21-day period. If the manager chooses to exclude December and not complete the placement, then placement must be completed no later than the beginning of the first full pay period in January.

(2000)

Section 3.B.4.C. Changed provisions now require a vacant route to be reposted in the vacancy office for all non-probationary RCAs, prior to filling the vacancy through a register of eligibles (hiring a regular off the

Article 12.3.B.4

street). The procedure for posting of a vacant route in the office and then district-wide has not been changed. This is a new posting that would occur prior to going to the register to fill a regular route vacancy. Non-probationary RCAs are those RCAs who have completed their probationary period of one year or 90 days actually worked, whichever occurs first.

(1999)

Section 3.B.4, *was revised to include PTF rural carriers in district-wide postings. As with in-office postings, the vacancy notice for district-wide postings will state the relief day assigned to the route. Section 3.B.4.a. was also revised to include PTF rural carriers in the order of consideration for district-wide postings.*

(1995)

Section 3.B.4. *includes language which incorporates the long-standing policy which allows employees who bid on a district wide posting to withdraw their bids anytime during the 15 day posting period. Once the posting is closed the senior qualified bidder will be awarded that vacant route.*

Section 3.C. Awarding a Vacant Route

(2006)

The changes to section C.1. allow carriers to bid in an expanded area to avoid involuntary reassignments when there is one or more excess carriers in the office. This expanded area includes any office within the district or within 100 miles where there is at least one excess rural carrier. The provisions also allow the parties to mutually agree to further expand the area of consideration as necessary to provide sufficient vacancies for excess rural carriers. For the purpose of this section, the representative from the NRLCA will be an NRLCA National Officer.

A cosmetic change was made to section C.2. concerning consideration of regular rural carriers that

have requested mutual exchanges. Mutual exchanges will not be approved in an office to which a rural carrier has retreat rights or where there is one or more excess rural carriers.

Residual vacancies may also be withheld when there are not sufficient vacancies to accommodate the number of impacted carriers. The union will be appropriately notified of the held vacancies. This provision will provide additional opportunities for excess rural carriers to bid to locations more desirable and reduce the number of involuntary reassignments. Section C.3. provides that the residual vacancy may not be awarded within the required ten (10) day timeframe if it is being held for an excess rural carrier or for temporary reassignment.

Questions & Answers:

- 1. If Office A has an excess rural carrier and there is a rural route vacancy in Office B, which is 75 miles away and in another district, can a rural carrier from Office A bid and be considered for the vacancy?**
 - A. Yes. The rural carrier from Office A will be considered for the route vacancy in accordance with the provisions of Article 12.3.C.

- 2. If the rural carrier in Question #1 is awarded the vacancy, is the carrier entitled to relocation benefits and/or retreat rights?**
 - A. No. This is a voluntary reassignment and the carrier is not entitled to either relocation benefits or retreat rights.

- 3. How will rural carriers in offices with one or more excess carriers become aware of route vacancies in other offices, including those route vacancies in other districts?**
 - A. Whenever an excessing situation exists it will be critical that communication within the district and with other districts ensures that rural carriers are made aware of route vacancies.

4. **Will all regular rural carriers in an office with excess rural carriers be considered, if they desire, on route vacancies within the district or within 100 miles or is this restricted to only the junior carrier(s)?**
 - A. All regular carriers may be considered for these vacancies. This may reduce the number of involuntary reassignments occurring during an excessing situation.

D. District Posting and Awarding

(2006)

The changes to this section were made to ensure that a district-wide posting notice contains information specifying the method to be used for bidding and that the proper disposition of written bids is also annotated. Language has been added to clarify the references to breaking ties.

Section 4. Rural Carrier Temporary Reassignments

(2006)

This is an entirely new section of the Agreement providing a process by which management may temporarily reassign a career rural carrier if there is insufficient work in the office. These situations would arise as a result of an emergency, caused by natural or man-made catastrophes, such as hurricanes, tornados, flooding, anthrax, etc. It is expected that the circumstances which have created the need for temporary reassignments would exist for a period of time not to exceed six months. However, the parties at the local level may mutually agree to exceed that six month time period. If the circumstances are such that the carrier will not be able to return to their original office, then the provisions of Article 12, Section 5 concerning reassignments that are not temporary will apply.

Questions & Answers:

- 1. Would there be any situations not defined as an emergency for which temporary reassignments may be made?**

A. No. This provision is to be used for emergency situations only, assessed on a case by case basis.
- 2. What type of work will be performed in a temporary reassignment?**

A. Only work traditionally performed by rural carriers.
- 3. Does the mere fact that there are one or more RCAs working in another office provide the basis that there is sufficient work available for a temporary reassignment?**

A. No. Management will determine where there is sufficient work available to accommodate temporary reassignments and assess each situation individually.
- 4. What compensation will be provided to a rural carrier who is temporarily reassigned?**

A. The rural carrier will continue to receive the salary for their assigned route.
- 5. Can a rural carrier be temporarily reassigned to a route with a higher evaluation than their regular assigned route?**

A. Yes. The rural carrier will receive compensation based on their assigned route not the temporary reassignment. Management will make reasonable efforts to provide temporary reassignments that will not exceed the weekly evaluation of the carrier's assigned route.
- 6. If the carrier's regular route currently has an Employer provided vehicle assigned, will the temporary reassignment also provide a vehicle?**

A. Management will make an Employer provided vehicle available for the temporary reassignment whenever possible.

Article 12.4

7. **How far may a carrier have to travel for a temporary reassignment?**
 - A. Management will make reasonable attempts to limit the inconvenience to the carrier when providing a temporary reassignment. The provisions of Handbook F-15, *Travel and Relocation*, will be applied, as necessary for temporary reassignments.

8. **Can a temporarily reassigned rural carrier “bump” a non-career leave replacement from an assignment?**
 - A. Yes. The temporarily reassigned career rural carrier will be utilized prior to non-career employees.

9. **Section g. indicates that management will also make reasonable effort to find work opportunities for non-career leave replacements who may be affected by either an “emergency hold” of residual vacancies or temporarily reassigned career rural carriers who may be utilized before them on assignments in their office. Are these leave replacements entitled to work assignments in accordance with Article 30.2?**
 - A. In emergency situations when temporary reassignments may be necessary, the provisions of Article 12.5. will supersede Article 30.2. Management will make reasonable efforts to provide work opportunities for non-career leave replacements, such as serving routes prior to utilizing the Relief Day Work List; however, the priority will be to provide work opportunities to career rural carriers.

Section 5. Rural Carrier Reassignments

(2006)

The changes to this section were made to clarify that involuntary reassignments may be made to withheld vacancies if an excess rural carrier has not bid or is not the successful bidder. In addition, the amount of advance notice to be provided to a reassigned rural carrier is explained.

B. Route Consolidations

Previous section 12.4.B., Conversion to City Delivery, has been deleted. This section previously made reference to reassignment provisions found in other sections of Article 12. The deletion of this section does not, in any way, affect management’s right to convert rural delivery to city delivery, in accordance with this Agreement. When a route consolidation creates an excessing situation, rural carriers will be allowed the opportunity to bid on route vacancies in another office within the district or within one hundred (100) miles. If the excessing situation is not eliminated through this bidding process, rural carriers will be involuntarily reassigned in accordance with this section.

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

(2006)

This is new language which allows a regular rural carrier to request reassignment to a PTF position in lieu of being involuntarily reassigned outside of their office. It also provides that any regular carrier reverted to a PTF assignment in accordance with this provision will have retreat rights to their original office and be considered senior to other PTFs in the office to which reassigned.

Questions & Answers:

1. **How will the regular rural carrier know whether circumstances exist to support a PTF position in another office?**
 - A. The regular rural carrier may not know that these circumstances exist. If the regular rural carrier desires to be reverted to a PTF position in lieu of being reassigned out of their office, they should submit a written request. Management will respond to their request accordingly.

2. **Is management at the “gaining office” required to accept the request for reversion from regular rural carrier to PTF rural carrier?**

Article 12.5.D

- A. No. Management is not required to accept the request for reversion.

- 3. **If it has been determined that an excessing situation exists in an office, is the opportunity to request reversion to PTF in lieu of reassignment outside of the office, only provided to the junior regular rural carrier?**
- A. No. Any regular carrier in the affected office may request to be reassigned to a PTF position when a potential excessing situation exists. However, in all instances, the “gaining office” must be able to support a PTF position and the request accepted by management.

- 4. **The regular rural carrier reverted to PTF will be considered senior to other PTF rural carriers in the office. If more than one regular rural carrier is reverted to PTF rural carrier, how will seniority be determined?**
- A. The regular rural carrier reverted to PTF rural carrier will be considered senior to PTFs established in accordance with Article 30.2.A.3. If more than one regular rural carrier reverts to PTF in the same office, the “seniority” of the PTF will be determined by the date of appointment to PTF and then in accordance with Article 12.2.

- 5. **A regular rural carrier reverted to PTF will have retreat rights and be converted to regular status in their original office. When these circumstances exist, will the carrier retain their attained seniority as a regular rural carrier in the original office?**
- A. Yes. Upon conversion to regular rural carrier at the original office, their seniority as a regular rural carrier will be the same as it would otherwise have been without the PTF rural carrier assignment.

6. **If a regular rural carrier who has reverted to PTF rural carrier is converted to regular rural carrier in another office, do they retain retreat rights to their original office?**
- A. Yes. The newly-converted regular rural carrier retains retreat rights in accordance with Article 12.5.C.

(1999)

Language was deleted from subsection A. because there are no provisions to involuntarily reassign rural carriers to other crafts. In addition, language was added to clarify that a mutual exchange may occur between more than two carriers. Each installation head and carrier involved must agree and sign the Mutual Exchange Request Form, which can be found on page 72 of this document. Once this form is signed by all involved parties, the mutual exchange is considered final and binding and irrevocable unless by mutual agreement. All of the regular carriers involved in the mutual exchange must be on the rolls on the effective date of the exchange or the mutual exchange agreement will be considered null and void. Subsection D.2. was deleted because no rural carrier may be involuntarily reassigned to another craft. Subsection D.3. was re-numbered accordingly.

Article 12.5

MUTUAL EXCHANGE REQUEST FORM

The following regular rural carriers request a mutual exchange of their respective post offices in accordance with Article 12.5.A.3.

Rural Carrier A

Name _____ Route Number _____
Post Office _____ City _____
State _____ Zip Code _____

AND

Rural Carrier B

Name _____ Route Number _____
Post Office _____ City _____
State _____ Zip Code _____

The signatures on this form signify the understanding of each individual that each regular carrier involved intends to be reassigned and work at the other carrier's office. Neither rural carrier intends to retire, resign or leave the rural carrier craft in lieu of transferring and being employed at the other office. This mutual exchange will be considered final and binding when both carriers and both installation heads involved have signed this form.* It may only be cancelled if all parties agree. The posting of both routes for regular rural carriers in each installation will occur within a reasonable time after completion of this form in accordance with Article 12.3.A.1.d.

_____	Office A	-	Rural Carrier	_____	Date
_____	Office A	-	Postmaster	_____	Date
_____	Office B	-	Rural Carrier	_____	Date
_____	Office B	-	Postmaster	_____	Date

* If the mutual exchange includes more than two carriers, use a second form to record the additional carrier(s) and postmaster(s).

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED EMPLOYEES

No Change.

ARTICLE 14 SAFETY AND HEALTH

No Change.

ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. General Policy

No Change

Section 2. Definition

No Change

Section 3. Procedure

(2006)

New language changes the timeframe for appealing a grievance to Step 3 from ten (10) days to fifteen (15) days, giving the steward an additional 5 days to appeal a Step 2 denial.

(1995)

Changes to this section are explained in the Guidelines for Handling Rural Carrier Grievances found on page 67 of this Analysis.

Guidelines for Handling Rural Carrier Grievances

Introduction

Changes in Article 15 of the 1995 National Agreement between the United States Postal Service (USPS) and the National Rural Letter Carriers' Association (NRLCA) place more responsibility on the parties' respective representatives at the first step of the grievance procedure, and involve district personnel and state stewards at the second step. These procedures

Article 15.3

represent an effort to foster better communication, greater trust, improved working relationships and the mutually desired increased opportunity to resolve grievances at the lowest possible level.

This analysis is provided to assist you in the handling of grievances. It is intended to serve as a guideline, and not to create any additional employee entitlements or contractual requirements.

Article 15.3 - New Time Limits

Step	Event	Time Limit
1	Filing	14 days
	Joint investigation and meeting	10 days
	Appeal to Step 2	7 days
2	Meeting	10 days
	Written decision	7 days
	Appeal to Step 3 (changed with 2006 Agreement)	15 days
3	Meeting	15 days
	Written decision	15 days
	Appeal to arbitration or Step 4	21 days

Article 15.3-Step 1

Changes

Changes at Step 1 of the grievance procedure include:

- Increased information sharing
- Joint fact development
- Joint grievance file
- Installation head or designee is Step 1 official
- New joint Step 1 grievance form
- Different time limits

Procedure

Employee

Any rural carrier craft employee covered by the USPS-NRLCA National Agreement who feels aggrieved must discuss the grievance with his/her immediate supervisor within 14

days of the date on which the employee or the Union has learned, or may reasonably have been expected to have learned, of its cause.

- Supervisor**
1. Make every effort to resolve the grievance
 2. If you are unable to resolve the grievance, promptly annotate the USPS-NRLCA Joint Step 1 Grievance Form, PS Form 8191, (page 83) as follows:

Item	Responsibility	Explanation
1a,1b, 1c,1d, 1e	Supervisor, Employee, or Steward	Self-explanatory
2a, 2b, 2c 3a	Supervisor, Employee, or Steward Supervisor, Employee, or Steward	Self-explanatory Enter the date when the event causing the grievance occurred or when the employee or union first became aware of the event.
3b	Supervisor	Enter the date the employee and supervisor discussed the grievance pursuant to Art. 15.3. Step 1:a.
3c	Supervisor	Indicate if time limits have been extended in the space designated, (Explain). A timely grievance is one that does not exceed 14 days between item 3a and 3b, unless the parties have extended time limits.
4	Supervisor	Enter a statement in the form of a question. Examples: Was there just cause for the letter of warning dated 2/15/96 issued to the grievant for unsatisfactory work performance? Did Management violate Article 30.2.G. when the grievant was denied the auxiliary route assignment on 2/15/96?

Article 15.3

Employee

Forward the Joint Step 1 Grievance Form with completed Items 1-4 to the installation head or designee and the local steward or union representative to further consider the grievance at Step 1.

Installation Head

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

Steward

2. If unable to resolve the grievance within the 10 days, complete the Joint Step 1 Grievance Form as follows:

Item	Responsibility	Explanation
5	Manager and/or Steward	Annotate any contractual or handbook provisions involved in the grievance.
6	Manager and/or Steward	List all relevant facts not in dispute.
7	Manager	List any facts in dispute based on your understanding of the facts.
8	Manager	Provide concise, descriptive statements to support your position for denying the grievance.
9	Steward	List any facts in dispute based on your understanding of the facts.
10	Steward	Provide concise, descriptive statements to support the union's position for the grievance.
11	Steward	Provide a specific statement of the remedy the union is requesting. Do not list any settlement officers on this form.
12a	Manager	Check the appropriate box.
12b	Manager	Self-explanatory.
13	Manager	Sign and give telephone number.
14	Steward	Sign and give telephone number.

Responsibilities

Management

As a representative of management, you are responsible for:

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

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

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

You have full authority to resolve any grievance. You should make the right decision and not pass the buck. The decision on a grievance should be based on the facts of the situation and the provisions of the National Agreement or appropriate handbook or manual.

Article 15.3

Union Representatives

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

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

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

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

Joint Grievance File

The parties at Step 1 create the joint grievance file. The file includes at a minimum:

1. The Joint Step 1 Grievance Form (PS Form 8191), which requires:
 - Full, detailed statement of undisputed facts

- Full, detailed statements from management and the union of any disputed facts
 - Contentions of the parties
 - Contractual provisions involved
 - Remedy sought
2. Written statements from witnesses or other individuals.
 3. Copies of all relevant papers or documents.

Article 15.3-Step 2

Changes

Changes at Step 2 of the grievance procedure include:

- Meetings at the district level
- Appeals made to the Manager, Human Resources at the district
- Focus is on review rather than fact development
- State steward as Step 2 representative
- Different time limits
- Step 2A references changed to Step 2

Appeal to Step 2

Steward

1. Decide whether the grievance should continue to be processed through the grievance procedure.
2. If you decide to appeal to Step 2, submit the appeal to the Manager, Human Resources at the appropriate district.

File the appeal within 7 days after the adverse decision at Step 1, unless the time period is extended by mutual agreement.

Include the Step 2 appeal form and the completed Joint Step 1 Grievance Form as well as copies of all relevant papers or documents pertinent to the grievance.

Article 15.3

Meeting at Step 2

Manager

1. At district level.
2. Schedule a meeting with the state steward (or designee) within 10 days of receipt of the Step 2 appeal, unless the time period has been extended by mutual agreement.

Manager and State Steward

1. Review the file and solve any remaining questions,
2. Meet together, sharing any additional information that has come to light.
3. Sustain, resolve, or withdraw the grievance if possible.

Step 2 Decision

Manager Document the results of the meeting.

If...	Then ...
The grievance is settled or withdrawn	Provide the disposition in writing or note it in the grievance form
The grievance is denied	Provide management's Step 2 decision in writing to the Step 2 union representative within 7 days after the meeting, unless the time period is extended by mutual agreement, include a full statement of your understanding of: <ol style="list-style-type: none">1. All relevant facts.2. Contractual provisions involved3. Detailed reasons for denial of the grievance.

Responsibilities

Management

As a representative of management, you are responsible for:

1. Scheduling a meeting in a timely manner, considering extending time limits, if requested by the steward, in those cases where travel from another part of the state to the district office is not convenient or routine for the steward. When it is appropriate, the parties may agree to schedule their meeting at the local post office or some other convenient location, or conduct the meeting over the phone.
2. Reviewing the joint grievance file to obtain a thorough understanding of the issues, facts, and contentions of the parties and solving any remaining questions about the grievance before the meeting.
3. Sharing any additional relevant information with the steward as soon as possible, but no later than at the meeting.
4. Conducting yourselves in a manner that will foster an atmosphere of good labor-management relations.
5. Making an objective decision based on the facts, consistent with the National Agreement and then sustain or resolve the grievance if possible.

You have full authority to sustain or resolve any grievance consistent with the National Agreement and applicable laws.

State Stewards

As a state steward, you are responsible for:

1. Cooperating with the Step 2 management representative in scheduling a meeting.
2. Reviewing the joint grievance file to obtain a thorough understanding of the issues, facts, and contentions of the parties and solving any remaining questions about the grievance before the meeting.
3. Sharing any additional relevant information with the manager as soon as possible, but no later than at the meeting.
4. Conducting yourselves in a manner that will foster an atmosphere of good labor-management relations.

Article 15.3

5. Making an objective decision based on the facts, consistent with the National Agreement and then withdraw or resolve the grievance if possible.

You have full authority to withdraw, resolve, or appeal any grievance consistent with the National Agreement and applicable laws.

Article 15.3-Step 3

Changes

Changes at Step 3 of the grievance procedure include:

- Step 2B references changed to Step 3
- Section concerning Step 2B combined with Step 3
- The contract language providing for a separate corrections and/or additions letter from the Union concerning the facts or contentions set forth in Management's Step 2 decision letter has been eliminated. However, any corrections and/or additions to this decision letter may be included in the Union's Step 3 appeal.
- The appeal to Step 3 must include copies of:
 1. The joint grievance file
 2. The Step 2 written decision
 3. The Step 3 grievance appeal



USPS-NRLCA Joint Step 1 Grievance Form

1a. Grievant's Name <i>(Last, first, middle initial)</i>		1b. Grievant's EIN <i>(Employee Identification Number)</i>	
1c. Grievant's Title, Designation Code, and Route No.		1d. Telephone No. <i>(Include area code)</i>	
1e. Grievant's Mailing Address			
2a. Post Office	2b. Branch/Station	2c. Telephone No. <i>(Include area code)</i>	
3a. Date of Incident	3b. Date of Step 1 Discussion with Supervisor <i>(Filing date)</i>	3c. Was Grievance Timely? <i>(Explain)</i>	
4. Issue <i>(Complaint)</i>			
5. Contract Provisions <i>(Articles at issue)</i>			
6. Full, Detailed Statement of Undisputed Facts <i>(Attachments, as necessary)</i>			
7. Management's Full, Detailed Statement of Disputed Facts <i>(Attachments, as necessary)</i>			
8. Management Contentions			
9. Union's Full, Detailed Statement of Disputed Facts <i>(Attachments, as necessary)</i>			
10. Union Contentions			
11. Remedy Sought by the Union			
12a. Disposition <i>(Check one)</i> <input type="checkbox"/> Settled <input type="checkbox"/> Denied <input type="checkbox"/> Withdrawn <input type="checkbox"/> Sustained <input type="checkbox"/> Other <i>(Specify)</i>		12b. Date of Disposition	
13. Signature of Installation Head or Designee and Telephone No.		14. Signature of Union Step 1 Official and Telephone No.	

PS Form 8191, March 2007

Instructions

Item **Explanation**

- 1a. Self-explanatory.
- 1b. Enter Grievant's Employee Identification Number (EIN). Do not enter SSN.
- 1c. Self-explanatory.
- 1d. Self-explanatory.
- 1e. Self-explanatory.
- 2a. Self-explanatory.
- 2b. Self-explanatory.
- 2c. Self-explanatory.
- 3a. Enter the date when the event causing the grievance occurred or when the employee or union first became aware of the event.
- 3b. Enter the date the employee and supervisor discussed the grievance pursuant to Article 15.3 Step 1a.
- 3c. Indicate if time limits have been extended in the space designated, *(Explain)*.

A timely grievance is one that does not exceed 14 days between item 3a and 3b, unless the parties have extended time limits.

- 4. Enter a statement in the form of a question.

Examples: Was there just cause for the letter of warning dated 2/15/96 issued to the grievant for unsatisfactory work performance? Did management violate Article 30.2.G when the grievant was denied the auxiliary route assignment on 2/15/96?

- 5. *Manager and/or Steward* Annotate any contractual or handbook provisions involved in the grievance.
- 6. *Manager and/or Steward* List all relevant facts not in dispute.
- 7. *Manager* List any facts in dispute based on your understanding of the facts.
- 8. *Manager* Provide concise, descriptive statements to support management's position and reason for denying the grievance.
- 9. *Steward* List any facts in dispute based on your understanding of the facts.
- 10. *Steward* Provide concise, descriptive statements to support the union's position for the grievance.
- 11. *Steward* Provide a specific statement of the remedy the union is requesting. Do not list any settlement offers on this form.
- 12a. *Manager* Check the appropriate box.
- 12b. *Manager* Self-explanatory.
- 13. *Manager* Sign and give telephone number.
- 14. *Steward* Sign and give telephone number.

Q & A 1995 Analysis

- 8. When the grievant discusses a dispute with his or her immediate supervisor, is that supervisor considered the Step 1 management representative?**
- A. No. The installation head or designee is the Step 1 management representative. However, the provisions allow the immediate supervisor and the employee the opportunity to resolve the dispute before the parties at Step 1 investigate and attempt to resolve the grievance.
- 9. Is it the employee's responsibility to forward the Joint Step 1 Grievance Form (PS Form 8191) to the installation head?**
- A. Yes. After the supervisor has the opportunity to complete the required items on the PS Form 8191.
- 10. In a small office with a postmaster and no other supervisors, does the employee file the grievance with the postmaster? If so, to whom does the employee give the PS Form 8191?**
- A. In offices with only a postmaster, the employee files the grievance with the postmaster and gives the postmaster the PS Form 8191. The same postmaster jointly investigates the grievance with the steward at step 1.
- 11. In a small office with a postmaster and one supervisor, is it permissible for the postmaster to name the supervisor as the installation head's designee for Step 1?**
- A. Yes.
- 12. What is required in the joint grievance file?**
- A. The joint grievance file is created by the steward and installation head or designee at Step 1. It requires the completion of the PS Form 8191, which includes: full, detailed statement of disputed facts; full, detailed statements from management and the union of any disputed facts; contentions of the parties; contractual provisions involved; and remedy sought. It also requires, if necessary, written statements from witnesses or other individuals and copies of all relevant papers or documents.

Article 15.3

13. Is management required to also complete a PS Form 2608, Grievance Summary Step 1, when handling a grievance?

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

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

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

15. Article 15.3. Step 1: f. states in part, "If the parties are unable to resolve the grievance within ten (10) days of the Step 1 discussion, the Step 1 grievance form will be annotated accordingly, and the Union may appeal the grievance to Step 2 within seven (7) days thereafter." When does the 10 days begin?

A. The 10 days begin when the employee discusses the grievance with his or her immediate supervisor, which is the same date annotated in item 3b on the PS Form 8191.

16. In the same reference above to Article 15.3.Step 1: f., when does the 7 days begin?

A. The 7 days begin when the steward receives or should have received an adverse decision, whichever comes first, by the installation head or designee at Step 1, which is the same date annotated in item 12b on the PS Form 8191.

17. Article 15.3.Step 1: f. also requires the Union to include a copy of the joint grievance file in its Step 2 appeal. Will management provide the steward with a copy of the joint grievance file for this purpose?

A. Yes.

- 18. Article 15.3.Step 2: b. states in part, "Within ten (10) days of the receipt of the appeal, the Employer's Step 2 representative will meet with the appropriate state steward or designee to attempt to resolve the grievance, unless the parties agree upon a later date." Where is the meeting held?**
- A. The meeting may be at the district office or, the parties may agree on another site such as the local office. In addition, the parties may decide, on a case by case basis, to conduct the meeting over the telephone.
- 19. Provisions for a letter from the Union containing corrections or additions to Management's Step 2 decision letter has been omitted from the contract. Does this take away the Union's opportunity to officially clarify or correct Management's Step 2 decision letter?**
- A. No. The Union may include any corrections or additions to Management's Step 2 decision letter in its appeal to Step 3.

Section 4. Grievance Procedure-General

E. EEO Complaints

(2006)

The word "formal" was added before EEO complaint to clarify the intent of the parties.

(2000)

Language was added to allow a former rural carrier to take the assignment of the junior regular carrier in the office to which they were previously assigned in order to comply with a decision by the court, EEOC, or other federal agency, if there are no vacant or residual routes in the office. The displaced regular carrier will be reassigned in accordance with Article 12.4.A.1.

(1995 Analysis)

Changes were made to reflect the April 12, 1989 directive to the field from Labor Relations concerning dual filings. Previous Agreements provided for

Article 15.4.E

deferring of a grievance when it is also the subject of an Equal Employment Opportunity (EEO) complaint. Incorporating the 1989 directive ensures appropriate implementation of the grievance deferment.

Section 5. Arbitration

B. Selection of Panels

(2006)

The new language changes the number of area arbitrators from five (5) to seven (7). Additionally, the supplier for providing a listing of arbitrators has been changed from the American Association of Arbitrators (AAA) to the Federal Mediation and Conciliation Service (FMCS).

(1999)

A change was made to the third paragraph under subsection A. to clarify that the first case to be heard at arbitration will be the case with the earliest date of appeal rather than the lowest docket number.

ARTICLE 16 DISCIPLINE PROCEDURE

(1999)

Language has been added to this Article to incorporate the appropriate portions of the October 26, 1998 Memorandum of Understanding, Discipline Procedures, adopting paper suspensions and a day of reflection.

Section 1. Statement of Principle

(1999)

Language was added to this section to explain that appropriate discipline may differ according to the offense. It also defines that generally when progressive discipline is appropriate; the progression is letter of warning, seven (7) day suspension, fourteen (14) day suspension, and removal. The 7 and 14-day suspensions are now paper suspensions. Paper suspensions shall replace actual time-off

suspensions and shall be considered to be of the same degree of seriousness as time-off suspensions. In addition, paper suspensions will satisfy the same step in the pattern of progressive discipline as time-off suspensions.

Q & A 1999 Analysis

68. Do the provisions in Article 16 allow management to issue a paper suspension for more than 14 days?

A. No. Paper Suspensions are for durations of either 7 or 14 days.

Section 2. Letter of Warning

No Change

Section 3. Suspensions

(1999)

In addition to eliminating time-off suspensions, the changes to this section provide that a regular rural carrier who is issued a 14-day paper suspension will also receive a day of reflection provided it is agreeable with the union. If the employee is to receive a day of reflection, the union will participate in the mandatory session with management and the employee to discuss the purpose of the day of reflection.

A day of reflection is given only to regular rural carriers when issued a 14-day paper suspension. Management does not have an option if the union elects for the carrier to receive a day of reflection. The day of reflection must be provided in accordance with this section.

Management will send to the appropriate state steward, a copy of each notice of 7 or 14-day paper suspension issued to a regular rural carrier at the time the notice is issued. After receipt of the copy of the notice of 14-day paper suspension, the state

Article 16.3

steward or designee has 7 days to respond in writing, agreeing or disagreeing to the day of reflection. If the union elects for the employee to receive a day of reflection, a meeting will be scheduled with the employee, management and the union representative. The purpose of the meeting is as stated in the new language.

During the session, the employee will be issued the Notice of Day of Reflection. A copy of this notice shall be sent to the appropriate state steward.

Management will determine the date of the day of reflection. However, the meeting with the employee, notification to the employee of the date of the day of reflection, and serving of the day of reflection should take place within fifteen (15) days after receipt of the written agreement from the union that the employee is to be given a day of reflection. Administrative leave is given for the day of reflection. The day of reflection should be coded as a "0" day, Other Leave, on Form 1314.

The meeting regarding the day of reflection is on the clock. Payment is authorized for the employee and one union steward (only as permitted in Article 17.2.A of the National Agreement) for time spent in the meeting. This meeting is in addition to any meetings pursuant to Article 15. The employee continues to have the right to file a grievance on the merits of the discipline. As stated in the changes, the union's participation in the meeting will not prejudice the union's position in grievance/arbitration on the merits of the discipline. In addition, any statements made by the union in the meeting are non-citable in the grievance/arbitration procedure as it relates to the merits of the discipline. A sample Notice of Day of Reflection is provided on page 91.

Sample Day of Reflection Notice for Regular Rural Carriers

[MEMO Letterhead]

[date]

SUBJECT: Notice of Day of Reflection

TO: [employee's name]
 [job title]
 [social security number]

You are hereby notified that you will not report for duty on [date], and will return to duty on [date], your next scheduled work day. This day off will be recorded as a day of reflection, and you will be paid administrative leave.

This day of reflection is providing you the opportunity to reflect upon the seriousness of the factors which led to this disciplinary action; to consider that should the deficiency not be corrected you can normally expect that the next step of progressive discipline will be removal; and to resolve to correct your behavior to conform to the standards necessary for you to remain employed by the Postal Service.

[signature]

[name of supervisor]

cc: State Steward

I RECEIVED THE ORIGINAL OF THIS LETTER ON _____ (DATE)

SIGNATURE _____ TIME _____

Section 4. Discharge or Crime Situation

(1999)

The title of this section was changed for clarity. The Employer may place an employee in non-pay, non-duty status in accordance with Article 16.4 and 16.5. The changes to Article 16 do not preclude time-off suspensions in instances where modification of a discharge is agreed to by the parties as a settlement or a third party (arbitrator, administrative judge, etc.) determines to reduce the penalty of discharge to a time-off suspension. Such instances of time-off suspensions or non-pay, non-duty status do not entitle the regular rural carrier to a day of reflection.

Section 5. Emergency Procedure

(1999)

Language was deleted from this section that proposed suspending an employee for more than fourteen (14) days.

Section 6. Review of Discipline

(1995)

The first change clarifies the parties' position that discipline may be imposed by a manager other than the rural carrier's supervisor. The second change makes it clear that the concurring official need not be the installation head, provided the official is a higher authority, i.e., a higher organizational level or higher grade level. The third change requires that there be written evidence of such review and concurrence.

Q & A 1995 Analysis

- 23. Article 16.6 requires review and concurrence in suspensions and removals by "a higher authority." If the installation head initiates the discipline, and a manager at the district office conducts the review and concurrence; must the manager be a higher-grade level than the installation head?**

A. No. "Higher authority" may be either a higher organization level or an individual in a higher grade level.

24. Does this mean the postmaster can no longer conduct the review and concurrence for discipline initiated by a supervisor in his office?

A. No. The change merely makes it clear that the higher-level authority needs not be limited to the installation head or designee.

25. Is there a special form that must be used to document the review and concurrence?

A. No. However, the "higher authority" must document the review and concurrence in writing.

26. Must the discipline be initiated by the immediate supervisor?

A. No. Article 16.6 was changed to clarify this issue. The issuance of discipline is not limited to the employee's immediate supervisor.

Substitutes, Rural Carrier Associates, and Rural Carrier Relief Employees

(1999)

While there are no changes to this section, paper suspensions must receive review and concurrence in accordance with Article 16.6.

Section 7. Veterans' Preference

No Change

Section 8. Employee Discipline Records

(1999)

Again, while there are no changes to this section, paper suspensions are equivalent to time-off suspensions as an element of past discipline and may be considered in subsequent disciplinary action if initiated within a two-year period in accordance with Article 16.8.

ARTICLE 17 REPRESENTATION

Section 1. Stewards

No Change

Section 2. Appointment of Stewards

C. Other Union Representatives

(2006)

Language was added to allow an area steward to also handle a grievance in lieu of the local steward, when the Employer is notified in writing. The area steward will be compensated by the Union.

Section 3. Rights of Stewards

No Change

Section 4. Payment of Stewards

(2006)

Clarifies the understanding between the parties that the aggrieved employee is entitled to compensation for time spent initiating a Step 1 grievance. This includes the time spent briefly discussing their grievance with the supervisor and, if necessary, filling out the applicable items on PS Form 8191.

(1999)

Two changes were made to this section for clarity. The first change provides for compensation or equivalent auxiliary assistance for time actually spent at the Step 1 meeting for the carrier filing the grievance. The second change is to clarify that the steward will receive a "Z" day, Other Leave, upon accumulation of eight hours of recorded steward time. The time is accumulated only on occasions where the steward performs the full duties of his or her route and in addition to steward duties.

Section 5. Union Participation in New Employee Orientation

(2006)

Language was added to provide notification of new employee orientation to the appropriately identified Union representative. The NRLCA is responsible for providing the name of the representative to the District Manager, Human Resources.

Questions & Answers:

- 1. Must the required notification to the union be in writing?**
 - A. Generally, the notification to the union should be in writing, but certain circumstances may preclude this from occurring.

- 2. Does the Postal Service have a standard notification process?**
 - A. No. However, a district may have an individually designed process for providing notification.

Section 6. Checkoff

(2006)

Language was added to indicate that this report will now be provided in an electronic format. The updated NRLCA Form 1187, United States Postal Service Authorization for Deduction of Dues, has been included in the Agreement.

ARTICLE 18 NO STRIKE

No change.

ARTICLE 19 HANDBOOKS AND MANUALS

(1999)

A cosmetic change was made to correct the title of the F-21.

ARTICLE 20 PARKING

(1995)

Although no changes were made to Article 20, changes have been made to Section 261 of the AS 504, Space Requirements Handbook. The revised provisions require that rural carriers who are provided postal-owned or postal-leased vehicles be included along with other craft employees in the allocation of parking spaces for their personal vehicles at the facilities.

ARTICLE 21 BENEFIT PLANS

Section 1. Health Benefits

(2006)

The Employer's contribution to the to the cost of employee health insurance under the Federal Employees Health Benefits (FEHB) program is decreased as follows:

- 2009 plan year – 2%
- 2010 plan year – 1%
- 2011 plan year – 1%

(1999)

A change was made to Section 1. regarding the method for determining the Employer contribution to the cost of employee health insurance. A weighted average formula will be used in the computation of the Employer's contribution. For the 2001 plan year the USPS health benefits cost will increase approximately 2% and the employee cost will be reduced by approximately 2%.

(1995)

The revisions to this article reflect previous changes in the Employer's contribution to the cost of the health insurance program and the appropriate percentage reductions to this contribution. The Employer's contribution decreases to 72% in 1996 and 71% in 1997. The amount of the Employer's contribution will be readjusted beginning on the first

pay periods of January 1997, 1998, 1999, and 2000 respectively, based on the annual readjustment provided by OPM.

Language has also been added which confirms that the Postal Service will continue to allow employees' premium contributions to be on a pre-tax basis and will continue flexible spending accounts plans for eligible employees.

ARTICLE 22 BULLETIN BOARDS

No change.

ARTICLE 23 RIGHTS OF UNION OFFICIALS TO ENTER POSTAL INSTALLATIONS

No change.

ARTICLE 24 EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS

No change.

ARTICLE 25 HIGHER LEVEL ASSIGNMENTS

Section 1. Salary Computation

(1995)

The addition of language to this section is to clarify that the first thirty (30) days of a temporary higher-level assignment to which a carrier is assigned are paid at the current evaluation of the route. Following the completion of the first thirty (30) days of the assignment, and at the beginning of the next pay period, a Form 50 must be processed and the carrier's salary converted to that of a 40-hour evaluated route at the employee's attained step.

Article 25.1

Q & A 1995 Analysis

54. Must a Form 50 be processed for a rural carrier who is performing a higher-level assignment?

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

Section 2. Work Week

No Change

Section 3. Written Order

(2006)

The parties deleted the requirement for the local office to provide a copy of the Form 1723, Notice of Assignment, to the state steward. The NRLCA will be provided a report at the national level that will contain data that identifies all higher level assignments.

Questions & Answers:

1. Is management still required to complete Form 1723, Notice of Assignment, stating all the appropriate information, including the beginning and the end of the assignment period?

- A. Yes. Form 1723 is still the controlling document for temporary higher level assignments.

2. Is local management required to provide a copy of Form 1723 to the Union in accordance with Article 25?

- A. No. However, local management may be required to provide a copy of Form 1723 pursuant to Articles 15, 17, and/or 31.

(1995)

When a rural carrier is given a temporary higher level assignment, Form 1723, Notice of Assignment, must be completed and given to the employee stating all the appropriate information including the beginning and approximate end date of the higher level assignment...

Q & A 1995 Analysis

55. Who is responsible for providing a copy of the Form 1723, Notice of Assignment to the state steward?

- A. Management is responsible for completing the assignment order which states the approximate beginning and ending dates of the assignment and the duties of the higher level assignment. Management is responsible for providing a copy of such notice to the state steward.

(1999)

While there are no changes to Article 25, a PTF rural carrier may not be detailed to a higher level assignment.

ARTICLE 26 ENERGY SHORTAGES

No change.

ARTICLE 27 EMPLOYEE CLAIMS

Section 1. Statement of Principle

(1995)

Statement of Principle: The definition of a tort claim has been added to this section to further explain when a tort claim may be filed.

Section 2. Claims Procedure

(1999)

A change was made to this section to direct appeals of an adverse decision on an employee claim to Step 3 of the grievance-arbitration procedure.

Article 28

ARTICLE 28 EMPLOYER CLAIM

Section 1. Statement of Principle

No Change

Section 2. Shortages in Fixed Credit

No Change

Section 3. Loss or Damage of the Mails

No Change

Section 4. Damage to USPS Property and Vehicles

No Change

Section 5. Collection Procedures

(1995)

The new collection procedures which satisfy the requirements of the Debt Collection Act have replaced previous language.

ARTICLE 29 LIMITATION ON REVOCATION OF DRIVING PRIVILEGES

(1995)

The title of this article has been changed because of the elimination of the OF-346. Throughout this Agreement, the references to the OF-346 have been replaced with driving privileges or Vehicle Familiarization and Safe Operation Certificate, as appropriate.

Q & A (1999 Analysis)

- 63. If a PTF loses his or her driving privileges, are they permitted to provide a licensed driver meeting the Employer's driving standards to drive for them?**

A. No.

ARTICLE 30 WORKING RULES FOR RURAL CARRIERS

Section 1. General Provisions

G. Scheduling

(1999)

Language has been added to this subsection to indicate that when management changes the relief day of a regular carrier in accordance with Article 9, the carrier will receive advance notice of the change. This advance notice must be received no later than Saturday of the service week proceeding the effective week of the change. As an example, management is changing the relief day of the junior regular carrier from Saturday to Friday. The change will be effective at the beginning of pay period 13, June 3, 2000. The carrier's relief day for that week will be Friday, June 9th. Therefore, the carrier must receive notice of the change no later than Saturday, May 27th.

J. Carrier's Right in Route Adjustments

(1999)

A cosmetic change was made to this subsection to indicate that only the regular rural carrier assigned to the route shall be notified and afforded the opportunity to submit written comments regarding proposed route adjustments.

M. Driver Certification

(1999)

A cosmetic change was made to this section for clarity. When a carrier is required to be absent either for the full day or a portion of the day for Vehicle Familiarization training, the employee will be in a pay status.

P. Other Route Assignments

(1999)

This new subsection (30.1.P.) was added to clarify

that no regular rural carrier shall be required to serve any part of another rural route except as provided in the Employee and Labor Relations Manual, Part 546, pertaining to the assignment of employees injured on duty.

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

(2006)

Much of the language added to this section concerning the establishment and awarding of PTF rural carrier assignments, mirrors the language which was added to Article 12. A posted notice for a PTF rural carrier assignment must ensure that the method for bidding (written, telephone, computer and/or other automated method) is properly annotated and rural carriers submit their bids utilizing the designated method. Language was also added to indicate that a rural carrier in a non-pay status will not be awarded the assignment or converted to career status until disposition of the employee's case.

The new language in section g. incorporates the parties' understanding for handling a PTF rural carrier assignment that remains vacant following a district-wide posting.

(1999)

The part-time flexible rural carrier was added to the title of this section as certain provisions apply to these employees.

A. Appointment

(1999)

*This subsection (**A. Appointments**) has been divided into three parts. It introduces the part-time flexible rural carrier and provides instructions for posting and filling this assignment.*

In part 1, language allows a part-time flexible rural

carrier to be appointed as an RCA provided a leave replacement vacancy exists in the office in which the PTF rural carrier seeks appointment. However, acceptance of the PTF rural carrier's request is at the discretion of the installation head of the gaining office. If the request is accepted, the PTF rural carrier will be notified in writing of the effective date of the RCA appointment. The PTF rural carrier must then resign from the Postal Service at least six (6) days prior to the effective date of the RCA appointment.

The language in part 2 was changed to reflect that a regular rural carrier shall have the right to require that a leave replacement be assigned to his or her route. PTF rural carriers, substitutes, RCAs, RCRs, and TRCs are all classified as leave replacements. This language is designed to ensure that all regular rural carriers have a primary leave replacement designated for their route.

(1995)

Revised provisions allow a former regular rural carrier to be appointed as an RCA in accordance with the Memorandum of Understanding on page 109 of the National Agreement. The procedures outlined in the Memorandum of Understanding must be followed by any regular carrier planning to relocate and desiring to become an RCA.

New language further indicates that RCAs will be appointed only to fill leave replacement vacancies on regular routes, RCAs shall not be appointed as back-ups on regular or auxiliary routes. TRCs may be hired to provide back-up coverage on regular and auxiliary routes.

Language was deleted from C.3; "who shall have the same rights and benefits as a rural carrier relief employee. Such employment shall terminate upon return of the regular rural carrier from the extended leave." In this situation it is expected that management will assign a TRC to serve as the leave replacement for the primary leave replacement who

Article 30.2.A

is serving the route while the regular carrier is on extended leave without pay for NRLCA official business.

Q & A 1999 Analysis

- 38. Article 30.2.A.2. states that regular rural carriers shall have the right to require that a leave replacement be assigned to their route. How long does the Employer have to make the assignment after the regular carrier invokes this requirement?**
- A. Management has a reasonable period of time (120 days) to assign a leave replacement. If management is unsuccessful in its attempt to obtain an RCA or TRC, then a PTF rural carrier position may be established in the office or the route may be added to an existing PTF assignment.

(Reference: Andrea Wilson Letters dated September 1, 2000 and November 9, 2000; Implementation Guidelines for the Relief Day and PTF Rural Carrier Provisions in Extension to the 1995-1999 USPS/NRLCA National Agreement).

Part 3 is new language that introduces the PTF rural carrier. The establishment of the PTF rural carrier is at the discretion of the Employer. If an office has a leave replacement vacancy after application of Article 30.2.E and the Employer is unsuccessful in its attempt to obtain an RCA or TRC, a PTF rural carrier assignment may be established. It may be necessary to change the relief days on regular routes in the office to utilize the newly established PTF rural carrier or to assign additional leave replacement vacancies to an existing PTF rural carrier. Once the Employer decides to establish a PTF, the assignment will be posted in the office, including stations and branches, for all substitutes and RCAs who have completed the probationary period. The posting must include language that states that a PTF rural carrier may not decline a future conversion to regular carrier upon awarding of a regular route. It is important that substitutes and RCAs are aware of this provision prior to bidding on a posted PTF rural carrier assignment.

The notice shall be posted for ten (10) calendar days and will then be awarded to the substitute having accrued the longest period of continuous service in the office. If there are no substitutes in the office or no substitutes apply for the assignment, the non-probationary RCA having accrued the longest period of continuous service in the office will be awarded the assignment. If the part-time flexible rural carrier assignment is not filled within the office then a notice will be posted for fifteen (15) days district-wide. All substitutes and non-probationary RCAs within the district may apply for the vacancy.

The following example describes the process for establishing the PTF assignment.

Office has 10 regular K routes 4 RCAs and 1 TRC

Route	Sat	Mon	Tue	Wed	Thurs	Fri
K-1	RCA-1					
K-2	TRC-1					
K-3	RCA-5					
K-4	RCA-2					RCA-2
K-5	RCA-3					RCA-3
K-6		0				
K-7			0			
K-8				0		
K-9					0	
K-10		RCA-4				

Initially, Routes 3, 6, 7, 8, and 9 did not have a leave replacement assigned to the route. The regular carriers have required the Employer to assign a leave replacement to their routes. The office was successful in hiring an RCA (#5) and assigned him or her to Route 3. Routes 6, 7, 8, and 9 are still left without a leave replacement. Management establishes a PTF position, posts the assignment accordingly and awards the position to RCA #1. The following chart notes the changes:

Article 30.2.A

Route	Sat	Mon	Tue	Wed	Thurs	Fri
K-1	PTF					
K-2	TRC-1					
K-3	RCA-5					
K-4	RCA-2					RCA-2
K-5	RCA-3					RCA-3
K-6		PTF				
K-7			PTF			
K-8				PTF		
K-9					PTF	
K-10		RCA-4				

Q & A 1999 Analysis

37. Article 30.2.A.3. indicates that the establishment of a part-time flexible rural carrier assignment is at the discretion of the Employer. Is there any formula used to trigger the establishment of the PTF rural carrier?

A. There is no formula used to determine when a PTF rural carrier assignment must be established. A regular rural carrier is entitled to have a leave replacement assigned to his or her route. If management is unsuccessful in its attempts to obtain an RCA or TRC and the route requesting an assigned leave replacement is a K route, the next step would be to establish a PTF rural carrier assignment.

39. When a regular rural carrier has requested that a leave replacement be assigned to his or her route and management is unable to obtain an RCA or TRC, will management be required to establish a PTF position?

A. If the office in which the regular carrier, who has requested a leave replacement, has only one route, no K routes, or where the PTF would only be assigned one K route, management will not be required to establish a PTF position. Management would continue in its attempt to obtain an RCA or TRC.

- 40. Management shall continue to make every effort to expeditiously fill leave replacement vacancies when they occur. If PTF assignments are created is it necessary to maintain hiring registers for rural carrier associates?**
- A. Yes. Management must ensure that efforts to recruit, test, and hire continue accordingly. Rural carrier examinations must continue to be administered and hiring worksheets maintained in all districts. In addition, recruitment and hiring of TRCs should also continue.
- 41. How many regular routes may a PTF rural carrier be assigned as a primary leave replacement?**
- A. A PTF rural carrier may be assigned as the primary leave replacement on no less than two (2) and no more than five (5) K routes provided all the assigned routes have different scheduled relief days.
- 42. Can a PTF rural carrier have assignments in more than one office?**
- A. No, but a PTF may be assigned to routes in different delivery units within the same office.
- 43. Can a PTF rural carrier have a dual appointment?**
- A. No.
- 44. Can a PTF rural carrier be detailed to a higher-level assignment?**
- A. No.
- 45. If a PTF is appointed as an RCA in accordance with Article 30.2.A.1., will the career benefits of the PTF continue in the RCA assignment?**
- A. No. The career benefits will not continue if the PTF is appointed as an RCA. However, this employee will be eligible for leave earning as an RCA in accordance with Article 30.2.

- 46. If every route in the office has a leave replacement, and a PTF is assigned to 3, 4, or 5 routes, is the Employer permitted to hire RCAs or TRCs, or accept RCA transfers and take an assigned route from the PTF?**
- A. The Employer may hire RCAs or TRCs, and will take one of the routes from the PTF for assignment to the new employee. However, management may not reduce the PTF below 2 K routes. The Employer may not accept the transfer of an RCA as there is no leave replacement vacancy.
- 47. If an additional route assignment(s) becomes available and there is more than one PTF rural carrier in the office; how is it determined which PTF will be given another assignment?**
- A. There is no criteria, including seniority, used to determine which PTF will be given an additional assignment. However, PTFs may not be assigned to more than 5 K routes and cannot be assigned to 2 or more K routes having the same relief day. Assignments will be at management's discretion and several factors may be used when making the determination, such as the relief day of the route to be assigned.
- 48. Who is eligible to bid for a posted PTF rural carrier assignment?**
- A. All substitutes and RCAs who have completed the probationary period in the office are eligible to bid on PTF rural carrier positions.
- 50. Will the senior substitute or RCA in the office be automatically awarded a posted PTF position, regardless of whether or not they bid for the position?**
- A. No. Only those substitutes and RCAs who bid for a posted PTF position will be considered for those assignments.

- 51. Is an RCA who is temporarily unable to fully perform the duties of the position eligible to bid for a posted PTF rural carrier position?**
- A. No. The RCA must be able to perform all the duties of the PTF position at the time that the bid is awarded.

(Reference: Andrea Wilson Letters dated September 1, 2000 and November 9, 2000; Implementation Guidelines for the Relief Day and PTF Rural Carrier Provisions in Extension to the 1995-1999 USPS/NRLCA National Agreement).

B. Probationary Period

(2006)

The changes to this section were added to clarify requirements for probationary periods.

(2000)

When an RCR is assigned to an RCA position, the RCR is not required to serve a new probationary period.

(1999)

The language in this subsection has been changed for clarification. Rural carrier relief employees are no longer hired and therefore, would have no need for a probationary period. Rural carrier relief employees are also not eligible to become regular rural carriers.

The PTF rural carrier was added to this subsection to indicate that conversion of a PTF to a regular rural carrier will not require a new probationary period.

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

(1999)

New language indicates that a PTF rural carrier may be assigned as the primary leave replacement on more than one regular K route. The PTF rural carrier assignment will only be established with K routes.

Article 30.2.C

The assignment will include no less than 2 K routes and no more than 5 K routes. However, no two routes designated as primary assignments may have the same relief day. If the PTF is assigned a K route that changes classification to a J route, the route's relief day will be changed to Saturday and the route will be removed from the PTFs assignment. In addition, the PTF rural carrier may be utilized on any regular or auxiliary route where the primary leave replacement for the regular route or the assigned leave replacement for the auxiliary route is unavailable.

The PTF rural carrier is considered a leave replacement and has been added accordingly to C.3.

D. Unavailability of a Leave Replacement

(1999)

The leave replacement assignment list (the matrix) will be posted in each office and will list all regular routes along with the designated primary leave replacement, and those substitutes, RCAs, and RCRs designated as the second and third leave replacements. Lists should be modified to indicate the relief day of each regular route. Any changes to the assigned relief days may necessitate that management review the assignment list and make appropriate changes. PTF rural carriers will appear only as primary leave replacements on the assignment list.

Whenever the leave replacement assigned to serve a route is temporarily unavailable or there is no assigned primary leave replacement, management may require a PTF rural carrier serve the route prior to assigning the route to the substitute, RCA, or RCR designated as the second or third leave replacement. If the second and third leave replacements are unavailable and no PTF rural carrier has been assigned to the route, management will then assign a qualified substitute, RCA, or RCR in the delivery unit to serve the route in the order of the longest period of continuous service in the office. Qualified is defined

for this purpose as having received training on or been utilized on the route.

If management is unsuccessful in its effort to provide coverage for the route after utilizing any available PTF rural carrier, the leave replacement assignment list, and qualified substitutes, RCAs, and RCRs in the delivery unit, they may designate any other leave replacement in the office prior to selecting a regular rural carrier to work in accordance with Article 8.5.

(1995)

New language has been added which provides for a leave replacement assignment list. The leave replacement assignment list was introduced in an effort to clarify the proper scheduling of leave replacements and allow for utilization of leave replacements assigned to a specific delivery unit, once the list is exhausted. This leave replacement assignment list must be posted in each office, including stations and branches, and will list all regular rural routes along with the assigned leave replacement and those substitutes, RCAs, and RCRs designated as the second and third leave replacements for each route. Because of the language in Article 30.2.C. no employee will be shown on the list on more than three regular routes.

Each office may design the assignment list locally. The following steps should be followed when compiling the leave replacement assignment list. All regular routes in the office are listed. Auxiliary routes are not listed on the leave replacement assignment list. Annotate in the "Prime" or "Primary Assignment" column, the assigned leave replacement for each regular route. Temporary Relief Carriers (TRCs) may appear on the list only as the primary replacement.

Beginning with the substitute, rural carrier associate, or rural carrier relief employee with the longest period of continuous service in the office, designate each employee as the second or third leave replacement on two routes other than his or her prime assignment,

Article 30.2.D

on which the employee is qualified. When the employee is qualified on multiple routes the employee will be allowed to choose the second and third routes based on seniority. Qualified is defined as having received training on or been utilized on the route. The employee may appear as the primary replacement for one regular route and because of the seniority of the leave replacement, appears as the second leave replacement on two additional routes. Conversely, the employee may appear in the third leave replacement column on two additional routes other than his or her primary route. However, each substitute, RCA or RCR will appear no more than three times on the assignment list. Continue to designate assignments until the list is complete or there are no additional qualified employees to designate.

There may be blanks on the leave replacement assignment list. Normally, these blanks will appear on second or third leave replacement assignments. Prime assignments are filled in accordance with the provisions of Article 30.2.E. or 30.2.G.2.a. Blanks may appear because there were not enough qualified substitutes, RCAs, or RCRs available to be designated as second or third leave replacements. Blanks may also be created when a substitute, RCA, or RCR elects to serve the auxiliary route six days per week and relinquishes his or her leave replacement assignments. In addition to these reasons, an RCA converting to regular carrier, transferring, or resigning, would all result in the creation of blanks in the assignment list. Should a blank occur in the assignment list and another qualified substitute, RCA, or RCR is not currently designated for three routes on the list, this employee may be designated to serve as the second or third leave replacement where there is none listed. Filling the blanks would also be done based on the longest period of continuous service in the office.

When a substitute, RCA, or RCR who previously elected to serve an auxiliary route six days, later

accepts a subsequent leave replacement vacancy, the employee will be annotated on the assignment list as the primary leave replacement for that route. If there are blanks on the assignment list for a route in the second and third leave replacement slots, and the employee is qualified on the route(s), the employee may be designated accordingly on the assignment list.

When circumstances create a large number of blanks on the list due to conversions, auxiliary route assignments, etc., management should review the list to determine if some movement of qualified leave replacements or additional cross training is needed.

Should management decide that some movement amongst assignments is necessary, only those qualified leave replacements desiring to change assignments will be affected.

There is no "bumping" on the leave replacement assignment list designations under any circumstances. As an example, when the substitute, RCA, or RCR who previously elected to serve an auxiliary route six days, accepts a subsequent leave replacement vacancy, the employee may not bump a leave replacement with less service in the office from a second or third designated assignment. This employee would be placed in a blank second or third assignment as described above.

Whenever the leave replacement assigned to serve a route is temporarily unavailable or there is no assigned leave replacement, management will refer to the leave replacement assignment list and offer the assignment to the leave replacement designated as second replacement for the route. If this employee is unavailable or there is no second replacement, then the employee designated as the third replacement will be offered the assignment.

If the second and third leave replacements on the list are unavailable, the assignment will then be offered

Article 30.2.D

to qualified substitutes, RCAs, or RCRs assigned to that delivery unit in the order of the longest period of continuous service in the office. A substitute, RCA, or RCR is considered assigned to a specific delivery unit if the primary assignment is to a regular route in that delivery unit. This delivery unit specific language was added to assist large facilities with multiple stations and branches in scheduling assignments properly with minimal difficulty.

Management may wish to establish a separate list, similar to the leave replacement assignment list, for each individual delivery unit, which provides the qualified substitutes, RCAs, and RCRs in the order of the longest period of continuous service in the office, for each route in that delivery unit. This will assist management when offering assignments within the delivery unit.

If management is unsuccessful in its effort to provide coverage for the route after utilizing the leave replacement assignment list and offering to qualified leave replacements within the delivery unit, it may designate another qualified employee in the delivery unit. If TRCs are available, management may utilize them at this time.

LEAVE REPLACEMENT ASSIGNMENT LIST			
ROUTE NUMBER	PRIME	SECOND	THIRD
K001	BATES	(prev. Adams)	CONE
K002	EDISON	BATES	DAVIS
K003	CONE	(prev. Adams)	EDISON
J004	DAVIS	BATES	EDISON
J005	TRC #1	CONE	DAVIS

Above is a sample which reflects a portion of a leave replacement assignment list. This leave replacement assignment list was completed in accordance with the provisions of Article 30.2.D. When auxiliary route 010 was offered to the senior RCA (Adams); he elected the six-day assignment. Upon electing the six day assignment on the

auxiliary route, his primary assignment was filled in accordance with the provisions of Article 30.2.E. The residual "prime" vacancy was then filled by a TRC. However, the back-up assignments held by Adams remain as blanks on the assignment list. The third replacement may be moved to the second replacement blanks, or a substitute, RCA, or RCR who was qualified on Adams' assignments, but not listed three times on the list, may also be moved to those blanks. TRCs are not annotated in these blanks.

Examples of the utilization of the leave replacement assignment list: 1. Route K002 has called in sick. The primary leave replacement (Edison) is scheduled to work route K003. The manager would reference the leave replacement assignment list and see that the second leave replacement is Bates. The manager would contact Bates to cover the assignment.

Same scenario, however, when the manager phones Bates, he is unable to reach this employee. The manager again references the assignment list and sees the third leave replacement is Davis. Davis is working his primary assignment (J004) on this particular day. The manager has now exhausted the assignment list. Francis has run this route once or twice, and is assigned to that delivery unit. Under the provisions of Article 30.2.D. Francis is assigned to serve route K002.

2. Route K001 has requested annual leave for Friday. The manager references the assignment list and sees that Bates is the primary replacement. However, Bates is already scheduled to serve route J004 on Friday. The manager then checks for availability of Cone. Cone is available and is scheduled to work route K001 and the leave is approved.

Q & A 1999 Analysis

53. Will the leave replacement assignment list (matrix) still be used in each office showing the primary leave replacement for each route and the second and third leave replacements to be utilized on each route? How does the PTF fit into the matrix?

Article 30.2.D

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

54. How will the provisions of the Extension to the 1995 Agreement change the look of the matrix?

- A. The provisions of the Extension do not require any changes to the matrix. However, management may wish to change the matrix to reflect the appropriate relief day for each regular route.

55. Can management utilize a PTF rural carrier prior to the designated second or third leave replacement?

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

E. Filling a Leave Replacement Vacancy

(2006)

New language allows management the option to add a leave replacement vacancy to an existing PTF assignment. Additionally, when a vacancy continues to exist and a regular carrier has been on extended absence for more than 30 days, the leave replacement assignment will be offered again in the office.

(1999)

Language has been added to this subsection to indicate that when a vacancy occurs in the leave replacement ranks, it will be offered at the time of the initial vacancy, to substitutes, RCAs, and RCRs in that office in the order of the longest period of continuous service. PTF rural carriers are not offered the opportunity to accept this vacancy. Management may assign a residual vacancy in the leave replacement ranks to a PTF rural carrier in accordance with 30.2.C.1. If the route has been substantially changed prior to filling the leave

replacement vacancy, the assignment will be offered again to qualified substitutes, rural carrier associates, and rural carrier relief employees in the office. A change in the route's classification, a change in the route's relief day, and a change in assignment of a vehicle to the route, are examples of a substantial change.

Part 2 is new language that provides management with the option of eliminating a vacant PTF rural carrier position, or posting and filling the position in accordance with 30.2.A.3.

For the purpose of this subsection, the term "qualified" means available to serve the route and able to perform the full duties of the leave replacement assignment.

There are occasions when it may be necessary to change the primary assignment of a substitute, RCA, or RCR because of the relief day of the route. Management may reassign substitutes, RCAs, or RCRs to another primary assignment with a different relief day to provide an additional assignment for a PTF. When it is necessary to change the primary assignments, those substitutes, RCAs and RCRs assigned to routes with the relief day needed, in the order of the longest period of continuous service in the office, without regard to classification, will have the option of changing assignments. Management will then reassign by juniority if the number of assignments needed has not been reached.

Article 30.2.E

The following example illustrates a situation as previously described and the appropriate solution.

Route	Sat	Mon	Tue	Wed	Thurs	Fri
K-1	RCA-1					
K-2	0					
K-3	RCA-2					
K-4	0					
K-5	RCA-3					
K-6		RCA-4				
K-7		RCA-5				
K-8	0					
K-9			RCA-6			
K-10						RCA-7

Carriers on Routes 2, 4 and 8 have informed management that they want a leave replacement. The office is unable to obtain RCAs or TRCs. A PTF assignment is created and posted. RCA-1 is awarded the PTF assignment. The maximum number of non-Saturday relief days is 4.

The regular rural carriers currently with Saturday relief days are entitled to keep Saturday. In order to create a PTF assignment with 4 K routes, the RCAs on routes with a non-Saturday relief day must be reassigned. Therefore, the RCAs on Routes 9 and 10 must be reassigned to routes with Saturday relief days that do not have primary leave replacements and the RCA on either Route 6 or 7 must also be reassigned to a route with a Saturday relief day with no primary leave replacement. The RCA assigned on Route 6 or 7, whoever has the longest period of continuous service in the office, will have the option to accept a Saturday leave replacement vacancy. If the senior RCA (assigned Route 6) elects not to accept a Saturday leave replacement vacancy, the junior RCA (Route 7) will be assigned to an available route with a Saturday relief day. Of the three (3) RCAs that will be reassigned, the RCA with the longest period of continuous service in the office will have the choice of the Saturday leave replacement vacancies. The following schedule is an example of the results after the reassignment of leave replacements and creation of a PTF assignment.

Route	Sat	Mon	Tue	Wed	Thurs	Fri
K-1	PTF-1					
K-2	RCA-4					
K-3	RCA-2					
K-4	RCA-6					
K-5	RCA-3					
K-6		PTF-1				
K-7		RCA-5				
K-8	RCA-7					
K-9			PTF-1			
K-10						PTF-1

After reassignment of primary leave replacements, management should review the matrix and modify the second and third assignments as necessary.

(1995)

The term "leave replacement" has been replaced with substitute, RCA, and RCR, to ensure that TRCs are not mistakenly included when offering vacancies in the leave replacement ranks in accordance with these provisions. Note that a TRC primary route assignment is not considered a leave replacement vacancy except during the TRCs break in service.

F. Reassignment (Transfer) to Another Office

(2006)

This is a cosmetic change to provide clarity for requested reassignments.

(1995)

The word transfer was added to this section to clarify that a reassignment and a transfer are considered the same for substitutes, RCAs, and RCRs. Paragraphs 2 and 3 of this subsection have been combined because the one year service in the office requirement, necessary for an RCA to bid on a vacancy in that office, has been eliminated. The RCA may bid on any vacancy in that office and is no longer limited to bidding for the transferred route,

Q & A 1995 Analysis

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

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

(1999)

This new language prohibits an RCA from transferring until they have completed the probationary period. All requests for reassignment must be submitted in writing. A leave replacement vacancy was clarified to reflect that a vacancy does exist at the office to which reassignment is desired if an office has only one route which is an auxiliary route.

A leave replacement vacancy does not exist and an RCA may not transfer to a route that is assigned to a PTF. While the Employer may continue to hire RCAs and TRCs under these circumstances, a leave replacement vacancy does not exist for RCA transfers.

A cosmetic change was made to part 2 to clarify that a route must be a regular route, for a substitute, RCA, or RCR to be given the opportunity to transfer with the route.

G. Filling an Auxiliary Route

(1999)

Substantial changes were made to this subsection. There are two sets of provisions concerning the assignment to auxiliary routes. One set of provisions applies to those offices without a leave replacement shortage that have not changed the relief days of one

or more routes. The second set of provisions applies to those offices that have changed the relief days of one or more routes in accordance with Article 9.2.C.5.b.

Subsection G.2. (Renumbered as 30.2.G.1 in the 2000 National Agreement) *concerns offices that have changed relief days to non-Saturdays in accordance with Article 9.2.C.5.b. All auxiliary routes in these offices will be six-day assignments. All employees assigned to an auxiliary route as a six-day assignment at the time management begins to change relief days to non-Saturdays will continue to serve the auxiliary route as a six-day assignment. Employees assigned the auxiliary route and the primary regular route at the time management begins to change relief days to non-Saturdays, must elect either to serve the auxiliary route six days a week or relinquish the auxiliary route and serve as a leave replacement. The effective date of this election must be within 30 days of the implementation of the formula outlined in Article 9.2.C.5.b. Substitutes, RCAs and RCRs assigned to auxiliary routes six days, will not serve on any other auxiliary route or as a leave replacement on any regular route and will not perform any other leave replacement duties. The relinquished regular or auxiliary route assignment will be filled in accordance with the appropriate subsection of Article 30.2. Employees assigned to auxiliary routes as six-day assignments may accept a subsequent leave replacement vacancy. However, upon accepting a leave replacement vacancy, the carrier will relinquish the auxiliary route.*

(1995)

Paragraph 2 (Renumbered as 30.2.G.1.b, in the 2000 National Agreement) *requires that the leave replacement assigned to serve the auxiliary route elect to serve the primary route in the absence of the regular carrier and on the regular carrier's relief day, in addition to the auxiliary route; or elect to serve the auxiliary route full-time, i.e. six days per week. This election is made upon accepting the auxiliary route assignment and remains in effect until the employee exercises another contractual right. Should the employee elect to serve full-time on the auxiliary route, the employee relinquishes the primary route to*

Article 30.2.G

which he or she is assigned and gives up all other leave replacement duties. This would include not only the primary assignment, but also any other regular route assignments, and any offers for other auxiliary route assignments which may become available and offered through the other appropriate provisions of this article. Just as this leave replacement will no longer have rights to other assignments, management may not require the employee to provide relief on other routes except in emergency situations. The vacated leave replacement assignment will be offered to other leave replacements in the office, and the residual vacancy will be filled with a TRC. Filling the residual vacancy with a TRC will ensure that this leave replacement will have an assignment should the auxiliary route cease to exist. This leave replacement who has elected to serve full-time on the auxiliary may fill a leave replacement vacancy in the future should a vacancy occur in the leave replacement ranks, and thereby, end his other election to serve the auxiliary route six days.

When a leave replacement elects to serve full-time on an auxiliary route, management will be given a reasonable amount of time to effect the election in order to provide a leave replacement for the primary route the employee is relinquishing. Leave replacements who are assigned to auxiliary routes prior to the signing date of the 1995 Agreement must also make this election. The election must be made no later than March 29, 1996. However, management has 60 days thereafter to effect the election.

Subsection G.3.

(Renumbered as 30.2.G in the 2000 National Agreement)

(1999)

Includes a cosmetic change that requires the substitute, RCA or RCR to be qualified at the time the auxiliary route is being offered to be eligible to accept the auxiliary route assignment. A leave replacement is considered qualified to accept an auxiliary route

assignment if they are available to serve the route and able to perform the full duties of the auxiliary assignment.

(1995)

Temporary relief carrier has been added to Subsection G.4 (**Renumbered as 30.2.G.5 in the 2000 National Agreement**) to allow management to utilize a TRC to serve the auxiliary route should no substitute, RCA, or RCR be available, In those offices where, on a frequent and continuing basis, no substitutes, RCAs, or RCRs are available to serve on an auxiliary route, management may hire a TRC to serve as the leave replacement on an auxiliary route. Upon making that assignment, all relief work on the auxiliary route may be performed by that TRC.

(1999)

Subsection G.5. (**Renumbered as 30.2.G.4 in the 2000 National Agreement**) concerns offices that have not changed relief days to non-Saturdays in accordance with Article 9.2.C.5.b. Substitutes, RCAs and RCRs assigned to auxiliary routes in these offices may elect to serve the auxiliary route full time as a six-day assignment or may serve the auxiliary route in addition to serving their assigned primary regular route. This election must be made at the time the employee accepts the auxiliary route assignment. If the employee elects the auxiliary route as a six-day assignment, he or she will not serve on any other auxiliary route or as a leave replacement on any regular route. If the employee elects to serve the auxiliary route and his or her assigned primary regular route, the employee will serve only the assigned auxiliary route and the route to which assigned as the primary leave replacement. He or she will not serve on any other auxiliary route or as the leave replacement on any other regular route. The employee may subsequently change to a six-day auxiliary route assignment if it is mutually agreeable between the carrier and the installation head. The provisions of a six-day auxiliary assignment as prescribed in Article 30.2,G.2,b. and c. (**Renumbered**

as 30.2.G.2.b. and c. in the 2000 National Agreement), will then apply.

In those instances when a substitute, RCA, or RCR elects to serve the auxiliary route six days per week the relinquished leave replacement vacancy will be filled in accordance with Article 30.2.E. The residual leave replacement vacancy shall be either assigned to a PTF or filled by a TRC. Filling the residual vacancy with a TRC or assigning the vacancy to a PTF will ensure that the leave replacement serving full-time on the auxiliary route will have an assignment should the auxiliary route cease to exist.

(1995)

Subsection G.6 (Renumbered as 30.2.G.7 in the 2000 National Agreement) indicates what will occur should the regular route, which is the employee's primary assignment, become available due to a vacancy or extended absence of the regular carrier. In this instance, the replacement carrier must elect either to continue the assignment on the auxiliary route or accept the full-time assignment on the regular route. If the employee elects to serve full-time on the assigned regular route, the assignment will be effective on the 91st day, at which time the employee will relinquish the auxiliary route. The employee may revoke the election anytime prior to the 91st day. This will allow the employee to cover the vacancy for a period shorter than 90 days, and retain the auxiliary route assignment should the full-time assignment on the regular route be less than 90 days.

Should this same employee elect not to accept the full-time assignment on the regular route or revoke the election to serve on the regular route prior to the 91st day, the employee will relinquish the leave replacement assignment on the primary route at the end of the next pay period. The employee will continue to serve on the auxiliary route and the relinquished regular route assignment will be offered to other substitutes, RCAs, and RCRs in that office in the order of the longest period of continuous service

in the office. This same employee will then accept another leave replacement vacancy in the office when the leave replacement assignments are offered. However, if no other vacancy is available in the leave replacement ranks, the employee must work the auxiliary route full-time in accordance with the provisions set forth in Section 2.G.2. (Renumbered as 30.2.G.4 in the 2000 National Agreement)

Q & A (1995 Analysis)

28. What is the election that must be made when a substitute, RCA, or RCR accepts an auxiliary route assignment?

A. The election upon accepting the auxiliary route assignment is to either continue to serve as the leave replacement on the regular route to which assigned and serve the auxiliary route (as has been the practice for a Designation 79); or to serve the auxiliary route six days each week. (Article 30 Section 2.G)

29. Does the election to remain as a leave replacement and not serve the auxiliary route six days, mean that the employee gives up the auxiliary assignment?

A. No. The election is to serve the auxiliary route on those days when the employee is not serving the leave replacement assignment, or to serve the auxiliary route six days.

30. Can management force an employee to elect six days?

A. No. This is the employee's election.

31. How does this election affect the leave replacement's other assignments?

A. If the employee elects to serve the auxiliary route six days each week, the employee will not perform any other leave replacement assignments. This employee will serve only the auxiliary route to which assigned. However, the employee may request to work on

Article 30.2.G

Sunday in accordance with Article 30.2.P and may perform other services as required such as express mail runs, etc. Should the employee elect to continue to serve as a leave replacement in addition to the auxiliary route assignment, the employee will be offered all appropriate leave replacement assignments under the provisions of Article 30, Section 2.D. and G.4.

32. Will an election to continue to serve as a leave replacement affect the employee's leave earning?

- A. The employee will earn leave based on the actual number of hours served on the auxiliary route assignment only. Therefore, a six day election will potentially provide for greater leave earning because all work hours will be on the auxiliary route assignment. However, the election to continue to serve as a leave replacement will not jeopardize any leave earned by the employee when performing service on the auxiliary route.

33. All substitutes, RCAs, and RCRs assigned to an auxiliary route as of the effective date of this Agreement were required to make this election no later than March 29, 1996. Can these RCAs elect to serve the auxiliary route six days at a date later than March 29, 1996?

- A. No. RCAs serving an auxiliary route as of March 29, 1996 must make the election by that date. (Article 30, Section 2.G)

34. Are there any circumstances under which an employee would be making this election after March 29, 1996?

- A. Yes. Any time an auxiliary route is offered to a substitute, RCA, or RCR and the employee is to be assigned to the auxiliary route (not on a day-to-day basis); the election to serve the auxiliary six days must be made at the time of acceptance of the assignment. Examples of when an auxiliary route assignment will be offered include: when a new auxiliary route is created; when an RCA is converted to regular and the auxiliary assignment is offered to

another substitute, RCA, or RCR; and when an RCA accepts a 74 assignment and the auxiliary route is offered to other leave replacements.

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

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

36. If an employee is serving the auxiliary route and serving as a leave replacement to the assigned regular route and the regular carrier is on extended absence or the route becomes vacant; what happens?

- A. Because the leave replacement's primary assignment is the assigned regular route, the employee would begin to serve the regular route full-time. However, the employee now has the opportunity to make an election. If the employee does not wish to serve the regular route full-time, the employee may elect to serve the auxiliary route and relinquish the leave replacement assignment on the regular route immediately. The employee would then serve the auxiliary route and accept another leave replacement assignment in accordance with Article 30.2.E.

The other alternative is that the leave replacement may serve the assigned regular route and upon completion of 90 days on that assignment, relinquish the auxiliary route assignment. (Deferral of this election is to ensure that the regular route assignment will continue for at least 90 days.) When the leave replacement relinquishes the auxiliary route, it is then offered to other substitutes, RCAs,

Article 30.2.G

and RCRs in the office in accordance with Article 30.2.G.

Should the regular route assignment not continue for 90 days the leave replacement would return to the auxiliary route assignment. If the leave replacement chooses to relinquish the regular route assignment prior to the completion of 90 days, the employee would return to the auxiliary route assignment and accept another leave replacement assignment in accordance with Article 30.2.E.

37. A leave replacement elects to continue the auxiliary route assignment and relinquishes the leave replacement assignment on the regular route. However, when the leave replacement assignment on the regular route is offered to other leave replacements, no employee accepts. The leave replacement serving the auxiliary route does not wish to serve the auxiliary route six days. Can this leave replacement remain the assigned relief employee to the regular route which he has just relinquished?

A. No. The provisions of Article 30.2.G instruct the leave replacement who relinquishes the regular route to accept another leave replacement vacancy. (This would serve to satisfy the employee's desire not to serve the auxiliary route for six days.) However, if no other leave replacement assignment is available, the employee shall work the auxiliary route six days. If the leave replacement remained assigned to the regular route where the regular carrier is on extended absence, the leave replacement would be required to perform service on the regular route full-time. This leave replacement has already made the election to continue to serve the auxiliary route and relinquish the regular route assignment. In this instance, the regular route will be filled with a TRC to ensure that the leave replacement serving the auxiliary route full-time will have an assignment should the auxiliary route cease to exist.

38. A leave replacement assigned to the regular route elects to serve the regular route full-time. This election is not effective until the 91st day. How is the auxiliary route assignment offered to other leave replacements?

- A. The auxiliary route assignment is offered to substitutes, RCAs, and RCRs in the order of the longest period of continuous service in the office. If a leave replacement is currently serving another auxiliary route assignment for six days, this employee would not be offered this temporary assignment. Management must ensure that when offering this temporary auxiliary route assignment, the employee is aware that the assignment may not be 90 or more days in length. If the leave replacement serving the regular route revokes his desire to serve full-time on the regular route or the regular carrier returns prior to the 91st day, the leave replacement would return to the auxiliary route assignment and the leave replacement who was serving the auxiliary in the interim would no longer serve that auxiliary route assignment.

On the 91st day, the auxiliary route would be offered to all substitutes, RCAs and RCRs in that office in the order of the longest period of continuous service in the office. Upon the acceptance of the auxiliary route assignment by the appropriate leave replacement, this employee will make the election to serve the auxiliary route six days each week or serve the auxiliary route and continue to serve as the leave replacement on the assigned regular route. Should the route be awarded to the leave replacement who was temporarily assigned to the route, the time served on the route would count toward the time requirement for earning leave in accordance with Article 10.5.B

41. When would a TRC be hired as a primary leave replacement?

- A. A TRC may be hired as a primary leave replacement when there is an existing leave replacement vacancy. In addition to this, when a substitute, RCA, or RCR

Article 30.2.G

elects to serve the auxiliary route six days, a TRC will be hired for the residual leave replacement assignment. However, in each of these instances the number of bargaining unit leave replacements in the district must be equal to or more than 80% of the number of regular routes in the district.

42. **When would a TRC be hired as the leave replacement for an auxiliary route?**

- A. If on a frequent and continual basis there is no substitute, RCA, or RCR available to provide service on the auxiliary route in accordance with Article 30.2.G.4., then a TRC may be hired as the leave replacement for the auxiliary route. The TRC would provide relief to the auxiliary route at any time the assigned substitute, RCA, or RCR is unavailable.

43. **If a TRC is hired as the "primary" leave replacement for a regular or auxiliary route, may he or she serve on other routes in the office?**

- A. Management is not limited on the number of routes on which it may train a TRC. Only after specific provisions regarding the use of substitutes, RCAs, or RCRs are complied with, may management utilize a TRC to serve a route other than his or her primary assignment.

(1999)

The PTF has been added to subsection G.6.

(Renumbered as 30.2.G.5 in the 2000 National Agreement) When the leave replacement assigned to the auxiliary route is unavailable, management may require that a PTF serve the auxiliary route prior to offering it to other substitutes, RCAs, and RCRs in order of the longest period of continuous service in that office without regard to classification.

(1999)

Subsection G.8. has been revised to clarify that if a substitute, RCA, or RCR has elected to continue to serve on the auxiliary route and on the assigned regular route as a primary leave replacement, the auxiliary route will change to a six-day assignment should the office implement the formula outlined in Article 9.2.C.5.b.

H. Relief Day on Vacant J and K Routes

(1999)

Language was added to this subsection to indicate that a relief day will be provided to a substitute, RCA, or RCR covering full-time on a J or K route only if a leave replacement is available.

I. Excess Substitute, RCA, and RCR Determination

(1995)

New language has been added to indicate that if TRCs are in an office serving as leave replacements on regular routes or auxiliary routes, their assignments will first be offered to the substitute, RCA, or RCR who does not have an assignment prior to excessing a substitute, RCA, or RCR. However, it is not necessary to terminate the TRC. TRCs may remain in the office to provide assistance and work other duties as desired by management.

J. Financial Liability

(1999)

PTF rural carrier was added to this subsection to indicate that they are also financially liable in accordance with Article 28.

K. Non-Discrimination

PTF rural carrier has been added to this subsection accordingly.

M. Discipline Procedure

(1999)

This subsection has been modified to indicate that Article 16, Discipline Procedure, with the exception of the day of reflection, is applicable to all bargaining unit leave replacements.

N. Grievance-Arbitration

(1999)

PTF rural carriers are added to this subsection, as they are a bargaining unit leave replacement and will have access to the grievance-arbitration procedure.

O. Leave Replacement Working Evaluated Hours

(1999)

30.2.0. addresses the work hour entitlement of a PTF. A PTF is entitled to the evaluated hours, on a weekly basis, equal to the total of one day's evaluation of each of the primary assignments. This entitlement may be achieved through a combination of leave and work hours. However, in those situations where the PTF's work hours exceed 40 or the PTF is authorized leave for the entire week, additional leave can not be granted that would result in overtime. As an example, a PTF is assigned five primary routes, each with a 9-hour evaluation (a total of 45 hours). If the PTF is authorized annual leave for the entire week, the maximum amount of annual leave granted will be 40 hours and he or she would not be entitled to the additional 5 hours. Likewise, if the PTF works 41 actual hours, leave can not be granted to equal 45 hours because the leave would generate overtime.

Q & A 1999 Analysis

- 61. If one of the primary routes assigned to the PTF becomes vacant or the regular carrier is on extended leave; will the PTF be entitled to serve the route full time?**
- A. No. The PTF has no entitlement to serve the route full time. Management may utilize the PTF on the route or utilize other leave replacements in accordance with Article 30.2.D.

P. Sunday Work

(1995)

The PTF rural carrier was added to this subsection to indicate that management may require a PTF to work on Sunday prior to selecting a qualified employee from the list. In all cases management should make every reasonable effort to avoid requiring those substitutes, RCAs, and RCRs not on the list to work. Therefore, management should utilize available PTFs and TRCs for Sunday work before those employees not on the list.

Q & A 1999 Analysis

62. Are PTF rural carriers permitted to place their name on the Sunday work list?

- A. No. However, management may use PTFs to work on Sunday before selecting other leave replacement employees on the Sunday work list.

Article 30.2

Q. Additional Duties

(1999)

New language which indicates management may require that leave replacements perform additional duties upon completion of the daily route assignment. These duties may consist of delivery of Express Mail, auxiliary assistance on other rural routes, and any other rural carrier craft duties. The leave replacement will receive the daily evaluation for the assigned route and hourly compensation for the additional duties performed.

ARTICLE 31 UNION-MANAGEMENT COOPERATION

Section 2. Information Provided by Employer

(2006)

A cosmetic change was made to clarify the parties' understanding of Article 31 in the previous National Agreement. Stewards, certified by the Union in compliance with Article 17.2., must submit a written

Article 31.2

request for information to the installation head or his designee. The changes to Article 31 reflect the Employer's agreement to provide the Union at the national level with certain reports, in electronic format and at identified time intervals. If either party wishes to change these reports, they will incur all associated costs.

Questions & Answers:

- 1. Does the new requirement to provide reports at the national level prohibit the steward at the local level from requesting information that is included in the data provided at the national level (NRLCA)?**

A. Generally not. Local requests for information that is included in the data provided to the NRLCA pursuant to Article 31, such as information concerning all rural routes in one or more districts, should be provided by the NRLCA. Local level requests may be made for information specific to the rural routes or rural carriers in an individual office.
- 2. If a steward in one state failed to pay for an information request, would that affect a similar request from a steward in another state?**

A. There is no relationship between these information requests.
- 3. What is the relationship between the NRLCA and a state association regarding information requests that are not similar when one or the other has failed to pay any necessary costs?**

A. Only the organization that has failed to pay is affected. The information requested is otherwise provided under normal procedures.
- 4. Will the national level reports be available for viewing on the USPS Intranet Blue page?**

A. No. Reports will be sent electronically to the NRLCA national office.

(1999)

A cosmetic change was made to clarify the name of the Information Service Center which generates the necessary reports.

ARTICLE 32 SUBCONTRACTING

(1995)

This language changes the union official requesting information from the National President to the state steward. It also specifies that the information will be requested from the appropriate Office of Distribution Networks in the field instead of the Employer at the national level.

ARTICLE 33 PROMOTIONS

No change.

ARTICLE 34 WORK AND/OR TIME STANDARDS

No change.

ARTICLE 35 EMPLOYEE ASSISTANCE PROGRAM

No change.

ARTICLE 36 CREDIT UNIONS AND TRAVEL

(1999)

The proper title and number of the Travel and Relocation handbook is noted.

ARTICLE 37 SCOPE OF AGREEMENT

No change.

ARTICLE 38 SEPARABILITY AND DURATION

Section 2. Effective Date and Duration

(2006)

The effective date and term of this Agreement are reflected in these changes.

MEMORANDA OF UNDERSTANDING

The following MOUs are located in the back of the Agreement:

1. Initiation of National Mail Count

No change.

2. Recognition of Principles of Evaluated System

No change.

3. Bid Rights of Former Substitutes

(2006)

Cosmetic change to reflect the appropriate reference to Article 12.

4. Grievance Time Limits Concerning Proposed Removals

No change.

5. Supplement to Article 16.7

(1995)

This memorandum clarifies the parties' position concerning a preference eligible rural carrier's opportunity to file both a grievance and appeal to the MSPB. It also identifies specific events that constitute a waiver of the grievance-arbitration process beyond Step 3. Lastly, if the Postal Service advises an employee that he or she has MSPB appeal rights and MSPB declines jurisdiction, the parties agree to allow the NRLCA the option of reinstating the grievance that was not previously appealed to arbitration.

6. Relinquishment of Route Due to Job-Related Injury

(2006)

Cosmetic change to reflect the appropriate reference to Article 12.

(1995)

This MOU outlines the procedures to take when a regular carrier has been unable to perform all the duties of the assigned route for a period of two years due to a job-related illness or injury.

New language allows a regular rural carrier, who has relinquished his or her route because of a job-related illness or injury in accordance with this MOU and has not yet been placed in a modified job, to become an unassigned regular rural carrier and to continue to perform the limited duty assignment. Additional language also explains the action to take when such an unassigned regular rural carrier becomes fully recovered and capable of performing all the duties of the rural carrier position.

Q & A 1995 Analysis

46. If a regular carrier who has been injured-on-duty can perform all the duties of the assigned route with the exception of the lifting requirement, is the carrier required to relinquish the route after two years?

A. Yes. The carrier must be able to perform all the duties of the assigned route in accordance with the MOU.

47. Can a leave replacement who has been on limited duty for more than two years be placed on a 960-979 route?

A. No. The Memorandum of Understanding clearly states that 960-979 routes can only be created for a regular rural carrier when the carrier relinquishes his or her route because the carrier is unable to perform all the duties of the assigned route for a period of two years due to a job related illness or injury.

48. If the assigned route of a regular carrier who is on limited duty has been adjusted to a lower evaluation or increased due to growth or mail count, should the carrier's rate of pay be adjusted accordingly?

MOU 6

- A. No. The carrier on limited duty is paid based on the route evaluation at the time of injury.
- 49. A carrier is placed on a 960-979 route. This route evaluation is based on the route evaluation at the time of injury. If the route at the time of injury is a seasonal route, will the carrier's rate of pay fluctuate accordingly?**
- A. No. The carrier's rate of pay remains that of the route evaluation at the time of injury.
- 50. If a regular carrier submits medical certification after one year of limited duty which indicates that the carrier will be unable to perform all the duties of the assigned route for a period that extends beyond the two year period specified in the MOU, can management require the carrier to relinquish the route prior to the two year period?**
- A. No. The MOU states that the route is not relinquished until the carrier is on limited duty for a period of two years. However, Injury Compensation may offer a modified job assignment to the employee prior to the completion of the two year period, Should the carrier accept the modified job assignment the route would be relinquished and filled in accordance with the Agreement.

(1999)

Language was added to this MOU to indicate that if a regular rural carrier has submitted medical certification that he or she will be unable to perform the duties of the route for a period of two years, the route will be relinquished at the time of the certification, which may be well before the completion of the two-year period. Once the route is relinquished the procedures for posting the route and placement of the regular carrier outlined in this MOU will be followed. The second paragraph is clarified as to the procedure for requesting medical certification upon completion of the two-year period.

Q & A 1999 Analysis

65. **If a regular carrier submits medical certification after one year of limited duty which indicates that the carrier will be unable to perform all the duties of the assigned route for a period that extends beyond the two year period specified in the MOU; can management require the carrier to relinquish the route prior to the end of the two year period?**
- A. Yes. The route must be relinquished at the time the certification is provided.

7. Bid Rights for Injured-on-Duty Employees

(2006)

The changes to this MOU expand the eligibility to bid to those rural carriers who are temporarily unable to perform the duties of a bid-for position due to a non-job-related illness or injury; include PTF assignments as positions which may be bid for and held in abeyance; and also reduce the period in which the position may be held in abeyance from one (1) year to six (6) months. A regular carrier that has relinquished his or her route in accordance with MOU # 6 is not eligible to hold a position in abeyance pursuant to this MOU. If a rural carrier fails to provide the required medical certification they shall not be permitted to hold any positions in abeyance until they have returned to full duty. New language also provides the opportunity for absent rural carriers to request that a copy of the notice inviting bids be mailed to them by the installation head or designee.

Questions & Answers

1. **If a route was held in abeyance under the provisions of MOU # 7 in the 2000-2004 USPS/NRLCA National Agreement, when will it be relinquished by the rural carrier?**
- A. The effective date of the 2006-2010 USPS/NRLCA National Agreement is December 3, 2007. Any route held in abeyance prior to December 3, 2007 will continue to be held as appropriate, applying the provisions of the previous MOU.

2. This MOU now permits carriers to bid on vacancies and PTF assignments when they are temporarily unable to perform the duties of the bid-for position when they have a non-job-related illness or injury. Because this is non-job-related, is the medical certification requirement the same?

A. Yes. Medical certification must indicate that the rural carrier will be able to fully perform the duties of the bid-for position within the specified time period.

3. When must medical certification be received?

A. Medical certification must be on file or provided by the employee by the end of the posting period.

4. The MOU indicates that the carrier must to be able to perform the full duties of the position within six (6) months? Are there additional time restrictions relative to holding an assignment in abeyance?

A. Yes. Regular rural carriers, PTF rural carriers, substitutes, and RCAs, may bid on another position while holding a position in abeyance. If they are the successful bidder on the subsequent bid, that position will be held in abeyance only for the remainder of the six (6) months. A regular rural carrier that has been unable to perform all the duties of the route, in accordance with MOU # 6, and has time still accumulating towards the two (2) year period, may only hold a route in abeyance for the six (6) months prescribed in MOU # 7 or the remainder of the period described in MOU # 6, whichever expires soonest. In all circumstances the six (6) month period in which a position may be held in abeyance will not be extended.

5. If an injured carrier bids to another assignment during the abeyance period, how is the original route held in abeyance now awarded?

A. The original route held in abeyance will be awarded during the process of awarding the subsequent bid-for assignment in accordance with Article 12.3.C.

6. **The MOU states that if at the end of the abeyance period the carrier is still unable to perform the duties of the bid for position, the position shall be reposted. Does this create a new vacancy or are the previous bids reviewed to award the assignment?**
- A. The position will be posted as a new vacancy and awarded accordingly. The carrier that was holding the position in abeyance will not be permitted to hold any additional positions in abeyance until they have returned to full duty.
7. **If a PTF rural carrier position was held in abeyance and the successful bidder was unable to perform the full duties of the assignment at the expiration of the six (6) month period; and management determines that they can no longer support the PTF position, can the position be rescinded or must it be reposted?**
- A. In accordance with Article 30.2., the establishment of a PTF rural carrier assignment is at the discretion of the Employer. If circumstances have changed since the time of the original posting for this position, management may choose not to repost the position at the expiration of the abeyance period.
8. **A PTF rural carrier is normally not required to submit a bid for a regular route posting. However, if a PTF rural carrier is currently holding a regular route assignment in abeyance due to being unable to perform the full duties of the position, is the PTF rural carrier permitted to bid on another vacancy?**
- A. A PTF rural carrier that is holding a route in abeyance may bid to a subsequent regular route vacancy in the office. The PTF must submit a bid during the posting period to be considered for the vacant regular route. If the PTF rural carrier is the successful bidder, he or she will relinquish the first route held in abeyance, which will be awarded pursuant to Article 12.3.C., and the subsequent route will be held for the remainder of the six (6) month period.

9. **MOU # 7 allows a rural carrier to submit a written request for a copy of any vacancy notice to be mailed to his or her residence in the event of an absence. Is a rural carrier required to submit only one request during his or her career in order to receive a copy of any vacancy notices?**
- A. No. A rural carrier is required to submit a request for this information during each absence.

(1999)

PTF rural carriers are added to this MOU as an employee classification eligible to hold a bid-for position in abeyance for a period of one-year. This MOU has been modified to indicate that an employee who is currently holding an assignment in abeyance may bid on another vacancy. However, the period of time for which they may hold the assignment will be the lesser of either, one year from the time the bid is submitted or the remainder of the two-year period described in MOU .6. In accordance with this MOU no bid-for assignment can be held for a period greater than one year.

Example 1: A regular rural carrier has a job-related injury and has been unable to perform the duties of the route (Route 1) for 14 months. This regular carrier then bids to Route 4. The carrier will hold this bid-for position in abeyance for only 10 months (the lesser of one-year or the remainder of the two-year period). At the conclusion of the 10-month period, if certification indicates the carrier cannot perform all the duties of the assignment, then Route 4 will be relinquished in accordance with MOU .7 and re-posted. Route 1 will also be posted in accordance with MOU .6.

Example 2: An RCA bids for posted Route 10 and is the successful bidder. As a result of a job-related injury, the employee is unable to perform the duties of the bid-for position, but has submitted medical certification that he will be able to perform the duties within one-year. After 6 months, Route 12 is posted, and this RCA is the successful bidder. Route 10 is relinquished and posted for other carriers and Route 12 is held in abeyance for only the remainder of the one-year period from the original bid. If after 6 months, this

RCA cannot perform the duties of the bid-for position, the route is relinquished and re-posted.

(1995)

This MOU allows those carriers on limited duty or receiving Continuation of Pay to bid on existing vacancies. However, if the employee is unable to perform the duties of the bid-for assignment within one year from placement of the bid, the carrier will relinquish the bid and will be prohibited from re-bidding the next posting of this vacancy.

Q & A 1999 Analysis

66. Can a carrier who has been injured on duty and is currently holding in abeyance, a bid-for assignment, bid to another assignment?

- A. Yes. However, if the employee is the successful bidder, the employee relinquishes the original bid-for assignment and the second bid-for assignment is held in abeyance only for the remainder of the one-year period from the time of the original bid. (MOU .7 in National Agreement)

8. Right-Hand Drive Vehicles

(2006)

There have been multiple changes to the RHD Vehicle MOU. The incentive payment program has been expanded to include part time flexible rural carriers, substitutes, rural carrier relief and rural carrier associates as eligible employees. However, the provision for obtaining a three-year waiver for placement of an Employer provided vehicle remains applicable only to regular rural carriers.

The incentive for purchasing a new RHD vehicle has been increased from \$500 to \$1000. Additionally, a carrier who purchases a manufactured right-hand drive vehicle meeting all the required criteria, will also qualify for an incentive payment of \$1,000. The RHD incentive program now includes a \$500 incentive for

the purchase of right-hand drive vehicle conversions and used right-hand drive vehicles.

Because the purchase of a used RHD vehicle may now qualify the carrier for receipt of a RHD incentive payment, language was added to restrict each vehicle to one incentive payment.

Questions & Answers:

- 1. If a carrier purchased a RHD vehicle, whether manufactured, a conversion kit, or used, before December 3, 2007, is the carrier eligible to receive an incentive payment in accordance with the provisions of this MOU?**

A. No. The provisions of this MOU became effective on December 3, 2007. A regular carrier may have qualified for an incentive payment for a new RHD vehicle purchase made prior to December 3, 2007, if the qualifications of the previous RHD Vehicle MOU were met.
- 2. If a carrier purchases a used right-hand drive vehicle from a carrier who has retired from the Postal Service, will the carrier be eligible to receive an incentive payment?**

A. If the vehicle meets the restrictions as found in sections 1 or 2 of the MOU, has not been identified as a RHD vehicle for which a carrier has previously received a \$1000 or \$500 incentive payment, is 5 years or less in age at the time of purchase and the carrier commits to use the RHD vehicle to serve the route (s) for a period of three (3) years, the carrier would be eligible to receive a \$500 incentive payment for purchase of a used RHD vehicle.
- 3. If a leave replacement's primary route has an assigned LLV, will the carrier still be eligible for the RHD vehicle incentive payment?**

A. The leave replacement will be eligible for an incentive payment provided there are routes in the office that are not assigned Employer provided vehicles.

4. **What is a “re-engineered” vehicle? How does it differ from a “converted” vehicle?**
- A. A re-engineered vehicle does not have a pulley, chain or belt attached to the primary steering wheel, gas, and or brake pedals on the left-hand side, which allows for operation of the vehicle from the right-hand side. A vehicle using a pulley, chain, or belt mechanism would be classified as a “converted” vehicle. In addition, a re-engineered vehicle will have the steering wheel on the right-hand side, along with the gas pedal and brake pedal. These will be the only steering columns and pedals in the vehicle. The vehicle must operate with an automatic transmission and must be able to pass the state vehicle safety inspection. The horn and turn signals must also be functional from the right side.
5. **What happens if a regular carrier submits an Intent to Purchase form and the Postmaster/Manager is told by the district that the office will not be receiving any vehicles, yet one year later LLVs are deployed to the office?**
- A. The Postal Service has agreed through the terms of this MOU, that an Employer provided vehicle will not be assigned to the route of any regular carrier who is eligible for an incentive payment and a corresponding waiver, for a period of three (3) years from the date of purchase of or conversion to a right-hand drive vehicle. The Postal Service may advise the carrier at anytime during the three-year waiver period of its intent to provide a vehicle at the end of the period.
6. **What happens if a PTF rural carrier, substitute, RCA, or RCR submits an Intent to Purchase form and the Postmaster/Manager is told by the district that the office will not be receiving any vehicles, yet one year later LLVs are deployed to the office?**
- A. The rural carrier has committed to use the RHD vehicle to serve the assigned route(s) for a period of three (3) years, as appropriate. If the Postal Service later deploys LLVs to the office as indicated above,

and the leave replacement is unable to continue use of the RHD vehicle on his or her assigned route(s), there will be no action taken to recover any portion of the incentive payment.

- 7. What happens if the carrier cannot get the manufactured vehicle or conversion purchase completed within 60 calendar days as required by the provisions of the MOU? Does this void the carrier's eligibility for an incentive payment and the three-year waiver?**
- A. Yes. The purchase of or conversion to a RHD vehicle must be completed within sixty (60) calendar days following the Notice of Intent to Purchase in order for the carrier to be eligible for the incentive payment and three-year waiver.
- 8. How will the local manager know if a carrier is purchasing a vehicle for which an incentive payment has already been received?**
- A. The paperwork required to receive the incentive payment includes a record of the Vehicle Identification Number (VIN) for the purchased or converted vehicle. The VIN is also a required field in the eAwards system. The system will provide an alert to the manager if the VIN entered has been previously used in a submissions for an incentive payment.

RIGHT-HAND DRIVE (RHD) VEHICLES MOU INSTRUCTIONS

Any regular rural carrier, part-time flexible rural carrier, substitute, rural carrier relief, or rural carrier associate who has completed his/her probationary period, and who purchases a manufactured right-hand drive vehicle for use when providing service on the assigned route(s), is eligible for an incentive payment of \$1,000 in accordance with MOU # 8, *Right-Hand Drive Vehicles*.

Furthermore, any regular rural carrier, part-time flexible rural carrier, substitute, rural carrier relief, or rural carrier associate employee who has completed his/her probationary period, and who converts a vehicle to an acceptable right-hand drive

configuration, or purchases a qualified, used manufactured or converted right-hand drive vehicle, will receive an incentive payment of \$500 for utilizing the vehicle for the purpose of providing service on his/her assigned route(s). Instructions for completion of the forms required in order to make the purchase and receive the incentive payment are set forth below:

**Notice of Intent to Purchase a Manufactured, Converted,
or Used Right-Hand Drive Vehicle for Use on My Rural
Route**

Any rural carrier who is considering purchasing a manufactured, converted, or used RHD vehicle for use on his or her route(s) should first consult with the supervisor/postmaster to determine if the Postal Service plans on providing postal-owned or postal-leased equipment for the route. The carrier will make his or her intentions known by completing the notice of intent to purchase form and giving it to the postmaster/supervisor.

The postmaster/supervisor has ten (10) working days from the receipt of the notice to contact the appropriate district personnel and determine if there are any plans to provide the route with a vehicle.

If no postal-owned or postal-leased vehicle is planned for the route, the postmaster/supervisor signs and dates Section A. of the intent form and gives a copy to the carrier. The carrier has sixty (60) days from the date of notification by the postmaster/supervisor to purchase an approved RHD vehicle under the provisions of the MOU. (NOTE: A signed purchase order is acceptable if the vehicle must be ordered and delivery to the carrier cannot be completed within the sixty (60) day period.) If a postal-owned or postal-leased vehicle is planned for the route, the postmaster/supervisor signs and dates Section B. of the intent form and gives a copy to the carrier. The carrier is not eligible for the waiver or the applicable incentive payment.

Request for Incentive Payment and/or USPS Waiver Offer for Purchase of a Right- Hand Drive Vehicle

After being advised that the Postal Service does not intend to provide a vehicle for the route, the carrier has sixty (60) days to complete the purchase of an approved RHD vehicle. If the carrier purchases an approved RHD vehicle during the sixty (60) day period, he/she should complete a request for incentive payment and/or USPS waiver offer form. If the carrier has followed proper procedure (completed an intent form and the purchase was authorized), he or she must complete Section 1. of the incentive/waiver request form and provide appropriate documentation. The postmaster/supervisor must complete Section 2. of this form certifying carrier purchase of an approved RHD vehicle and his/her pledge to utilize the vehicle on the assigned route(s) for at least three years. This will provide a regular carrier with a three-year period during which the Postal Service will not assign a postal-owned or postal-leased vehicle to the route.

Also included in Section 2 is a statement of eligibility for an incentive payment. If the vehicle meets the requirements of the MOU, the carrier is eligible for an incentive payment and the remainder of the information in this section is completed.

Processing of Right-Hand Drive Incentive Payments

The only method to process a RHD incentive payment is via the eAwards application. No forms should be submitted to the Eagan ASC. The unique eAward Code 40 has been created for use with the RHD incentive payment. The same award code is to be used for both the \$500 and \$1,000 payments.

The following vehicle information is required and must be entered in the "Basis for Award" field:

- New Purchase, Re-engineered, Conversion, or Used Vehicle
- Make, Model and Date of Purchase
- All copies of the documentation related to a RHD incentive payment should be retained at the district finance office.

9. Availability of USPS Surplus Vehicles

(1999)

This MOU replaces the previous MOU entitled Sale of Surplus Vehicles to Rural Carriers. This MOU was signed on September 9, 1999 and has been incorporated into the Extension. Due to the increasing, age of the 1/4 A ton postal-owned jeeps, these vehicles will no longer be sold. This new MOU indicates that the Headquarters Office of Vehicle Maintenance will determine the disposition of these vehicles. If right-hand drive vehicles other than 1/4-ton jeeps become available for sale, rural carriers will receive advance opportunity to purchase these vehicles.

**NOTICE OF INTENT TO PURCHASE A MANUFACTURED, CONVERTED, OR USED
RIGHT-HAND DRIVE VEHICLE
FOR USE ON MY RURAL ROUTE(S)**

TO BE COMPLETED BY THE RURAL CARRIER:

This is to advise you that I am presently considering the purchase of a right-hand drive vehicle for use on my assigned rural route(s). I am asking you to advise me if the Postal Service intends to provide a postal-owned or postal-leased vehicle for my assigned route(s). If you advise me that the Postal Service does not presently intend to provide a vehicle, I understand that I will have sixty (60) days from the date of notification to complete the purchase. If I have not completed the purchase of the RHD vehicle within sixty (60) days, I understand that I will not be eligible for the three-year waiver, if applicable, that would be provided under the terms of the Memorandum of Understanding on right-hand drive vehicles. I also understand that I may be eligible for an incentive payment if the vehicle that I purchase meets the requirements of the aforementioned memorandum.

RURAL CARRIER SIGNATURE: _____

Date: _____ OFFICE: _____ RT. #: _____

TO BE COMPLETED BY THE POSTMASTER/MANAGER:

(Section A or B must be completed within 10 working days of receipt from the carrier)

A) This is to advise you that the Postal Service presently has no intention of providing a postal-owned or postal-leased vehicle for your route. As of this date, you will have sixty (60) days to complete the purchase of a right-hand drive vehicle in order to be eligible for the three-year waiver, if applicable, and any incentive payment.

POSTMASTER/MANAGER SIGNATURE: _____

Date: _____ OFFICE: _____

B.) This is to advise you that the Postal Service intends to provide a postal-owned or postal-leased vehicle for your route and that your request for a three-year waiver, if applicable, and an incentive payment for purchase of a right-hand drive vehicle is denied.

POSTMASTER/MANAGER SIGNATURE: _____

Date: _____ OFFICE: _____

**REQUEST FOR INCENTIVE PAYMENT AND/OR USPS WAIVER OFFER
FOR PURCHASE OF A RIGHT-HAND DRIVE VEHICLE**

In accordance with the Memorandum of Understanding regarding an incentive to rural carriers for purchase of right-hand drive (RHD) vehicles and a three (3) year waiver of vehicles provided by the USPS for regular carriers, the following information is provided relative to my purchase:

1. Rural Carrier

I, _____, purchased an acceptable right-hand drive
(Print Employee Name)

_____ on _____
(Vehicle Year/Make/Model) (Purchase Date)

I pledge that I will use the RHD vehicle on my assigned rural route(s) for at least three years from the date of purchase and I understand that I could forfeit all or part of any incentive payment for which I may be eligible if I discontinue use of the vehicle on the route(s) prior to the end of the three-year period. I further understand that, as a regular rural carrier, the Postal Service will not assign a postal-owned or postal-leased vehicle to my route during this three-year period.

2. Postmaster/Manager

I, _____, certify that _____ purchased a
(Postmaster/Manager Name) (Rural Carrier Name)

right-hand drive _____ on _____ and has
(Vehicle Year/Make/Model) (Purchase Date)

pledged to use this vehicle on his/her assigned rural route(s) for at least the next three years. With this purchase and pledge, the Postal Service will not assign a postal-owned or postal-leased vehicle to his/her route, if a regular carrier, during this three-year period. I further certify that the carrier (is) (is not) (circle one) eligible for the incentive payment for purchase of a right-hand drive vehicle.

(Carrier Signature) (date) (Postmaster/Manager Signature)
(date)

Employee Name: _____ Route #: _____

Post Office: _____ City/State/Zip Code: _____

Finance Number: _____ Employee ID Number (EIN): _____

Account Number: _____ 52463 Pay Location: _____

Vehicle ID Number (VIN): _____

Authorized Incentive Payment (Check One):

____ Manufactured RHD vehicle incentive payment of \$1,000

____ Converted or Used RHD vehicle incentive payment of \$500

10. Appointment of Regular Carrier to RCA Upon Relocation

(1995)

This MOU allows a regular rural carrier who wishes to relocate due to personal hardship to be appointed to an RCA position provided a leave replacement vacancy exists at the office to which the carrier seeks relocation. Required procedures for this relocation are contained in this MOU.

Q & A (1995 Analysis)

52. If a regular carrier desires reassignment to an RCA position due to relocation or personal hardship, may the carrier resign and be reinstated to an RCA position at a later date?

A. No. A regular carrier wishing to be reassigned as an RCA upon relocation due to personal hardship must follow the procedures as outlined in the MOU. Should a regular carrier resign his position prior to acceptance by the installation head of the gaining office for an available RCA position, the carrier would have to take a competitive examination in the district to which he wishes to relocate, and later be selected from a register of eligibles.

(1999)

A cosmetic change was made to this MOU to indicate that a regular carrier appointed to an RCA position will not serve a new probationary period.

11. Joint Education and Training Fund

(2006)

Dates have been changed to replenish the fund in the same amount for FY 2008, FY 2009 and FY 2010.

(1999)

The USPS shall contribute \$750,000 to the Fund for the remainder of FY 2000. The MOU defines the make-up of the National JETF Committee who administers the Fund.

(1995)

This MOU provides an annual allotment of \$750,000 to be used for joint educational and training opportunities which will encourage and support labor-management relationships at all levels of the organization. All funds will be administered by a joint committee at the National level. The implementation guidelines, request and authorization form, and the instructions for completion of the form follow.

USPS/NRLCA JOINT EDUCATION AND TRAINING FUND MEMORANDUM OF UNDERSTANDING IMPLEMENTATION GUIDELINES

I. Purpose.

The Joint Education and Training Fund has been established to provide educational and training opportunities which encourage and support improved labor/management relationships and organizational effectiveness at all levels of the Postal Service, as well as innovative joint approaches to achieving improved organizational effectiveness. This Fund is designed for joint education and training. Joint training is defined as that which is attended by both management and rural craft employees or NRLCA representatives.

The following subject areas have been identified as appropriate for funding under the Joint Education and Training Fund:

- Conflict Resolution
- Team Building
- Communication Skills
- Labor/Management Relations
- USPS/NRLCA National Agreement (and MOUs)
- Problem Solving

The national parties also may approve use of the Fund for other initiatives which they believe will lead to improved labor/management relationships and organizational effectiveness.

II. Exclusions.

The Joint Education and Training Fund is intended as a special resource for the field to foster better working relationships among management, rural carriers, and NRLCA representatives. As such, it is not to be used for training on routine job responsibilities, e.g., VOE training, safety training, mail counts, route adjustments, pay procedures, rural delivery management training. Nor is it to be used for routine QWL/EI training expenses, e.g., facilitator training, steering committee training, work team training. No training is to be designed for or attended by a group of individuals solely because of their involvement in the QWL/EI Process.

This Fund is intended to target those areas requiring improvement in labor/management relationships and should not be utilized to provide universal training to districts or targeted groups. This Fund is not available to cover training expenses for other craft employees or union representatives. To the extent such individuals are included in the training group (for example, where conflict resolution training is provided in a "problem" office), the district must bear the expense of training those individuals.

III. Procedures.

The Joint Education and Training Fund (JETF) will be administered by the National JETF Committee. When it has been determined that training or other educational activities are desired under the Joint Education and Training Fund, the standard request form must be submitted. The request must be submitted jointly by an NRLCA State Steward and a manager at the district level. The completed and signed form will be forwarded directly to both the Manager, Contract Administration (NRLCA/NPMHU) and the President, NRLCA at the addresses set forth below. If the request does not meet the criteria of the JETF Memorandum of Understanding or the request is otherwise deemed inappropriate by the State Steward and the district level manager, it should not be forwarded.

Copies of the completed Request and Authorization Form are to be submitted to the following addresses:

Manager, Contract Administration
(NRLCA/NPMHU)
Labor Relations
US Postal Service, Room 9326
Washington, DC 20260-4101

President, NRLCA
Fourth Floor 1630 Duke Street
Alexandria, VA 22314-3465.

A confirmation letter will be sent upon receipt of a request. The National JETF Committee will review the request and, upon approval, send instructions concerning payment of funds. If the request is not approved the contact person will be notified with an explanation as to why it was not approved.

In view of the need for review and approval, it is imperative that all requests be submitted in writing, well in advance of the proposed date(s) for the training or other activity. This Fund is allocated on a fiscal year basis and approved funds must be utilized within the fiscal year of request. This should also be a factor in the timeliness of submissions. If approved funds are not spent or the district fails to submit the required paperwork to the PDC within the FY, the funds will be lost and/or the district will be responsible for all training expenses associated with the request. Any district charging expenditures to the Fund greater than the approved funds will have those costs charged back to the district office. Offices should bear an appropriate portion of the training expense and training should not be scaled back to meet the amount of the approved funds.

All requests should be reasonable in the projected costs. While there is no specified maximum amount, which can be granted, all requesters should recognize that funds are limited to \$750,000 per fiscal year for the entire organization and if costs are deemed excessive a request will be denied.

**INSTRUCTIONS FOR COMPLETION OF JOINT
EDUCATION AND TRAINING FUND REQUEST AND
AUTHORIZATION FORM**

(Use additional sheets as necessary to provide all requested information)

1. Self explanatory
2. Contact person should be familiar with request and able to answer any questions regarding the request.
3. A detailed description of the request including all the elements listed must be provided.
4. The projected total cost of the training initiative should be noted. Include all elements requested.
5. Indicate the amount of requested funds. This amount should be a portion of the total projected cost and it is expected that the district will fund the difference between the projected cost and the requested amount.

The State Steward and manager at the district level (Manager, Post Office Operations; Manager, Human Resources; or District Manager) must sign the form, which indicates that they have reviewed the request to ensure that it meets the criteria set forth in the Memorandum of Understanding. These signatures also indicate that both the State Steward and the manager fully support the proposed training initiative.

**USPS/NRLCA JOINT EDUCATION AND TRAINING FUND
REQUEST FORM AND AUTHORIZATION FORM**

1. DATE OF REQUEST: _____

2. CONTACT PERSON: _____
(include mailing address _____
and phone number) _____

3. DETAILED DESCRIPTION OF REQUEST: This description must include the type of training to be provided (be specific); how this training meets the criteria for the Fund and how this training will improve labor/management relationships; the expected benefit to management and rural carriers; the projected length and dates of training; and the number of participants.
(Use additional sheets as necessary to provide the requested information)

4. PROJECTED TOTAL COST: _____

a. Consultant/trainer fees: _____

b. Participant work hour costs: Management: _____
Rural Carrier: _____

c. Participants travel costs: _____

5. REQUESTED JETF FUNDS: _____

(It is expected that the difference between projected total cost and requested funds will be covered by district office.)

State Steward

Manager (District Level)

Phone

Phone

Q & A 1999 Analysis

69. Is the Joint Education and Training Fund (JETF) under the auspices of the QWL/EI Process and administered by the NJSC?

A. No. The JETF is administered by a national committee comprised of four people, two appointed by the Postal Service and two by the NRLCA, in accordance with the MOU included in the Extension.

70. Who may submit a request for JETF funds?

A. In accordance with the Implementation Guidelines provided in this analysis, a request for JETF funds must be submitted jointly by a NRLCA State Steward and a manager at the district level.

12. Part-time Flexible Rural Carrier Court Leave

(2006)

The previous MOU #12, Exploring Incentive Systems, has been deleted. MOU # 12 now outlines the amount of court leave to be paid to eligible PTF rural carriers. The eligibility for payment of court leave to PTF rural carriers begins December 3, 2008, and is defined in Employee and Labor Relations Manual sections 516.1. and 516.31

13. Employer Provided Vehicles

(2006)

This MOU provides 3,000 additional right-hand drive (RHD) vehicles on rural routes each year from 2009 through 2013, totaling an additional 15,000 RHD Employer provided vehicles assigned to rural routes through the term of this Agreement.

Questions & Answers:

1. If RHD Employer provided vehicles are assigned to rural routes in excess of the number required by the previous agreement and prior to 2009, will the number of vehicles expected for deployment in 2009 through 2013 change?

- A. No. Any vehicles assigned to rural routes in excess of requirements prior to 2009, will count toward the requirement of 3,000 vehicles to be deployed each year. The commitment is to provide 3,000 vehicles for each year through 2013, and vehicles provided in advance of that commitment will be included in the total requirement.
2. **May the Employer assign a left-hand drive (LHD) vehicle to a rural route, e.g., to a route that serves only centralized delivery?**
- A. Yes. The Employer may assign a LHD vehicle to a rural route.
3. **When a LHD Employer provided vehicle is assigned to a rural route, will this vehicle be counted towards the deployment of RHD Employer provided vehicles as required by this MOU?**
- A. No. This assignment would not count toward the requirement to deploy 3,000 vehicles each year beginning in 2009 and continuing through 2013.

(2000)

This is a new MOU which outlines the Postal Service's commitment to providing right-hand drive postal-owned or postal-leased vehicles on rural routes over a five year period beginning on January 1, 2004 and ending on December 31, 2008. In each of these years the Postal Service will deploy 3000 RHD vehicles for placement on rural routes. This MOU also provides that the 15,000 vehicles are in addition to the 10,804 postal vehicles currently assigned rural routes. Any vehicles provided to rural routes prior to 2004, the commencement of the five-year period, will be counted toward the 3000 vehicles to be deployed in 2004.

14. Workplace Environment

(1999)

This is a new MOU, which expresses the parties' commitment to work jointly to build a better workplace to ensure the success of the Postal Service.

15. "L" Route Profile

(2000)

The coverage factor for L routes has been changed from 82% to 91 %.

(1995)

Language regarding stamp stock was deleted from the "L" Route Profile to reflect the new MOU changing the stamp stock allowance to 20 minutes per week for all routes. Minimum purchases of stamp stock on "L" routes are no longer required. The change will become effective for all routes with the beginning of the guarantee year, October 26, 1996.

16. Sick Leave for Dependent Care

(2006)

This MOU has been added to the National Agreement. No changes have been made to the language.

1. Use of Earned Sick Leave

The new Memorandum of Sick Leave for Dependent Care (MOU) provides that sick leave may be used by an employee to give care or otherwise attend to a family member with a medical condition, which, if an employee had the same condition, would justify the use of sick leave. The sick leave that an employee is allowed to use under the MOU is not additional sick leave; it is simply the earned sick leave that the employee has accrued under the Postal Service's regular sick leave policy as set forth in ELM section 513. However, there is a limit to the number of sick leave hours an employee can use for dependent care

purposes under the MOU; an employee can use no more than 80 hours of his or her earned sick leave within each leave year.

2. Defining a Dependent

Dependents under the MOU are defined just as the Family Medical Leave Act (FMLA) defines them. Family members who qualify as dependents under the MOU include son or daughter, parent, and spouse as defined in ELM section 515.2 (FMLA implementing regulations).

3. Approval of Sick Leave for Dependent Care

Approval of sick leave to care for a family member is the same as it is for approval of sick leave for the employee. (See ELM section 513). Therefore, the employee should normally submit a PS Form 3971 for approval in advance to the appropriate supervisor. To obtain approval of sick leave under the MOU, the employee must provide the following information in the remarks section of the PS Form 3971 or on an attachment thereto. First, that the sick leave is requested to care for or attend to a son, daughter, spouse, or parent. Second, the employee must specify the medical facts and provide the necessary explanation and/or documentation in support of the illness, incapacity, or other condition affecting the dependent in order for the supervisor to determine whether that same condition - if afflicting the employee - would warrant use of sick leave. Third, the employee must state the nature of his or her need to care for or attend to the dependent.

4. Documentation

In accordance with normal sick leave policy, medical documentation or other acceptable evidence of the medical need of the dependent is required in the following circumstances; when the employee is on restricted sick leave (ELM section 513.371); when it is deemed desirable by the supervisor for the

protection of the Postal Service's interests (ELM section 513.361); when the sick leave is for extended periods (ELM section 513.363); or when the absence exceeds three days (ELM section 513.362).

Documentation or explanation of the dependent's relationship to the employee may also be required. With regard to filing this documentation, supervisors have a responsibility to protect employees' dependents' privacy as well as the privacy of employees. If it is necessary to retain documentation containing restricted medical information for an employee's dependents, it is to be filed in the leave requester's medical file, unless the dependent is also an employee. Otherwise, such records should be returned to the employee or destroyed after necessary review.

In addition, such medical documentation or evidence of medical need is required when necessary to determine whether the FMLA applies to the employee's situation. Supervisors are reminded that they have an obligation to advise the employee of his or her FMLA rights if they become aware of circumstances, which may trigger the FMLA, such as caring for a dependent with a "serious health condition" (see ELM section 515). If such condition exists, it may invoke the protections of the FMLA.

5. Sick Leave for Dependent Care and the FMLA: Differences and Overlap

The FMLA entitles employees to time off for specified situations. Under the FMLA, the determination of whether the time off is paid or unpaid is left to the employer's leave policies. Allowing the use of sick leave for dependent care is a new policy available to all NRLCA leave earning employees.

FMLA coverage for an absence depends on the employee's eligibility and the reason for the absence. Sick leave for dependent care may or may not be covered by the FMLA, the same as sick leave for an employee's illness may or may not be covered by the

FMLA. Unless the employee's situation meets the FMLA criteria, it is not an FMLA covered absence. Under the MOU, it is not necessary that sick leave be used for a serious health condition, as it is under the FMLA. The definition for a dependent in the MOU is the same that is defined in the FMLA.

6. Corrective Action for Irregular Attendance

The MOU does not diminish the employee's obligation to maintain regular attendance. Irregularities in attendance can be the basis for corrective action, including discipline. However, absences, which qualify under the FMLA, cannot be considered in any determination to take disciplinary action.

17. Leave Sharing

(2006)

This MOU has been added to the National Agreement. No changes have been made to the language.

18. Rural Bidding

(2006)

This is a new MOU which outlines the process for moving into a telephone, computer or other automated environment for bidding on rural carrier assignments. This MOU provides for a change to the way rural carrier bidding is handled, by requiring carriers to list the routes in which they have in interest in order of preference. Rural carriers will utilize PS Form 1717-A, Preferred Assignment Multiple Bid Card, during the manual phase of implementation, to list their preferences. Once an automated process is implemented, the PS Form 1717-A will not be utilized but the election of preferences will continue.

Until such time that the Postal Service implements the process outlined in this MOU, including the

standardized manual bidding process and the subsequent automated bidding process; the provisions of Article 12 from the 2000–2004 USPS/NRLCA National Agreement will be applicable.

The changes to Article 12 in the 2006–2010 USPS/NRLCA National Agreement will take effect only when the process outlined in this MOU begins.

Questions & Answers:

- 1. Rural carriers must list only those routes which they are willing to accept when submitting a bid. Will there be an opportunity to change their bids and/or order of preference after a bid is submitted?**

A. Yes. The MOU explains what is necessary for each classification of rural carrier to change or withdraw bids. There will be a means to accomplish this during both the standardized manual bidding process and the automated process.
- 2. During the standardized manual bidding process, will a bid be considered if the carrier fails to sign PS Form 1717-A, Preferred Assignment Bid Card?**

A. No. A PS Form 1717-A received without a signature will be considered void and not included when awarding the posted assignment.
- 3. An office has posted multiple vacant routes. There is one PTF in the office and numerous RCAs. The PTF does not submit a bid (does not indicate any preference for the residual vacancies). The PTF will be converted to regular in accordance with Article 30.2., so a bid submission is not required. The RCAs in the office submit bids indicating specific route preferences in order. Is it possible for an RCA to be awarded a route that was listed as their number one preference that the PTF also desired?**

A. Yes. Because the RCA listed a preference for residual vacancies, his or her preferences will be honored prior to the PTF who listed no preferences.

The PTF will still be converted to regular rural carrier and assigned a residual vacancy, but without submission of a bid will be placed in any assignment, not the preferred assignment. The same situation and outcome would exist if an RCA with a longer period of service in the office did not submit preferences and a more junior RCA did indicate route preferences.

4. When will the standardized manual bidding process and automated bidding process be effective?

- A. The MOU provides that the standardized manual bidding process begin no sooner than 120 days from the effective date of the Agreement (April 3, 2008). The automated process cannot become effective any sooner than 90 days following the implementation of the manual bidding process in a district. It is anticipated that either one or both of these processes will be implemented gradually.

5. Is it possible that rural carriers may never experience the standardized manual bidding process for vacancies in their office before the automated bidding process is effective?

- A. Yes. The time requirements for implementation of both the standardized manual bidding process and the automated bidding process apply to the district. If there is no vacancy in a particular office(s) during the manual process, while transitioning to the automated process, then all future bidding in that office will be automated.

19. Future Developments

(2006)

It was agreed to reprint the Future Developments MOU in this Agreement. No changes have been made to the language.

20. Route Adjustment Process For Delivery Point Sequence Flat Mail

(2006)

This memorandum outlines the count periods under which adjustments will be made to a rural route after the route begins to receive DPS flats and has passed any required qualifications. A mail count will be conducted on a route receiving DPS flats and applying the appropriate standards in one of the following three periods:

- The national mail count period set forth in Article 9.2.C.3 (currently February – March)
- The special mail count period during the last twelve (12) working days of September. (Article 9.2.C.11.b)
- A newly-defined mail count period, the twelve (12) working days in May immediately after Mother's Day.

The mail count to be conducted in May is limited to only those routes that are receiving DPS flats and have passed any required qualifications.

Questions & Answers:

1. **An auxiliary route qualifies for a special mail count in accordance with Article 9.2.C.11.a.(2). At the time of the count the route is receiving DPS flats. If the evaluation of the route is not changed by 120 minutes (2 hours) or more as a result of the count, will the count data be implemented and the salary adjustment made?**
 - A. Yes. Because the auxiliary route qualified for the special mail count in accordance with Article 9.2.C.11.a.(2) the count data will be implemented. The DPS flats standard will be included in the route evaluation.
2. **Can a route qualify for a special mail count in May for reasons other than the implementation of DPS flats, as described in Question #1?**

- A. No. The only qualifier for the special mail count in May is the implementation of DPS flats even if other circumstances provided in Article 9.2.C.11. exist. For routes counted in May, there must be a 120 minutes (2 hours) or more change in order to effect the mail count results.

21. Revenue Generation

(2006)

This is a new MOU which was included as part of the Interest Arbitration Award. Rural carriers will engage in revenue generation initiatives in an effort to better utilize the current stamp stock weekly allowance. The umbrella of opportunities that allows rural carriers to better serve their customers while growing revenue is entitled Rural Reach. Rural Reach includes the submission of leads by rural carriers, engagement of customers in conversations that provide awareness of USPS products and services, and sharing of product informational material with customers.

Questions & Answers: (2006)

1. **Will rural carriers receive additional compensation for participating in revenue generation initiatives (Rural Reach)?**

A. No. The weekly stamp stock standard allowance will encompass time associated with Rural Reach activities including bi-weekly informational sales talks given to rural carriers.
2. **What type of training will be provided to rural carriers on Rural Reach and how will they be compensated for the training?**

A. Rural carriers will receive separate training on Rural Reach that will focus largely on the lead submission process. The Rural Reach Training Brochure will be reviewed during this training and questions will be addressed. This training, expected to be approximately 15 – 20 minutes in length, will be compensated separately using PS Form 8127 for regular rural carrier or by recording the actual time on PS Form 1314-A for leave replacements.

MOU Leave Replacements

ADDITIONAL MEMORANDA OF UNDERSTANDING

The following MOUs resulted from the (2007) Interest Arbitration Award, but did not lend themselves to placement in the National Agreement.

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

Leave Replacements

The parties agree to form a task force at the national level to review training and retention issues for leave replacement employees. The task force will make recommendations to the President of the National Rural Letter Carriers' Association and the Vice President of Labor Relations for the Postal Service. The Union and the Employer shall jointly determine whether or not to implement recommendations from the task force.

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

Donnie Pitts
President
National Rural
Carriers'

Analysis:

This MOU establishes a committee of union and management representatives at the national level who will review training and retention issues for leave replacement employees and provide recommendations for possible implementation.

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

Mail Count Task Force

In recognition of the importance of selecting a fair and accurate national mail count period, the parties agree to form a task force to consider methods of selecting a representative period to conduct national mail counts. The Mail Count Task Force should begin to work no later than ninety (90) days from December 3, 2007 and complete its work not later than one year thereafter. The Mail Count Task Force will issue a report of its findings with recommendations to the President of the National Rural Letter Carriers' Association and the Vice President of Labor Relations for the Postal Service. The parties shall jointly determine whether or not to implement the recommendations of the Mail Count Task Force.

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

**Donnie Pitts
President
National Rural Letter
Carriers' Association**

Analysis:

This MOU establishes a committee of union and management representatives at the national level who will consider methods of selecting a representative period in which to conduct national mail counts. The committee will then provide recommendations as required.

Methods Handbook PO-603, *Rural Carrier Duties and Responsibilities*

Included in the December 3, 2007 Interest Arbitration Award was the following change, which will be incorporated into a future update of Handbook PO-603.

Change of Address Credits

The credit for change of addresses (COAs) will be 15 seconds for each 3982 label received during the mail count unless the carrier is required to perform any additional duties of completing Forms 3575, 3546, and/or writing addresses on Form 3982. In such instances, the credit for the 3982 label will be two minutes.

Analysis:

This change was made so that the credit provided for COAs more accurately reflects the time needed for rural carriers to process change of address information in a Postal Automation Redirection System (PARS) environment. Generally, carriers will not handle PS Form 3575, *Change of Address*, as these forms will be intercepted by mail processing equipment at the plant and processed by CFS. The information below is provided to further illustrate the appropriate credit to be provided during a mail count:

- The receipt of the 3982 label by the carrier is the determining factor as to when an entry is made on PS Form 4239, *Rural Route Count of Mail*.
- The change of address credit is either provided in ~~Column 1~~ **Column 11**, Change of Address, which is two (2) minutes or in ~~Column R, Other Suitable Allowances~~, **Column 12, PARS Label** which is 15 seconds dependent on whether the carrier is required to transcribe the old address to PS Form 3982.
- Double credit is never provided. Only one entry is made for a change of address.

Questions & Answers:

1. **If a carrier receives a PS Form 3575 (COA) that has a FIM and a barcode, how should the carrier handle the COA?**
 - A. The carrier should place the PS Form 3575 in the outgoing mail. There is no requirement for the carrier to transcribe the old address on PS Form 3982 or annotate on the PS Form 3575.

2. **What type of credit will be provided for handling a PS Form 3575 (COA) that has a FIM and a barcode during the mail count?**
 - A. Provided the carrier handles the COA as described in Question #1, then a credit of 15 seconds will be provided in ~~Column R~~ **Column 12** when the 3982 label is received from CFS.

3. **If a carrier receives a PS Form 3575 (COA), and it *does not* have a FIM and a (barcode on it (old PS Form 3575); a PS Form 3575-www, *Electronic Change of Address*; PS Form 3575-Z, *Employee Generated Change of Address*; or PS Form 3546, *Official Change/Correction to Mail Forwarding Change of Address Order*; how should the carrier handle the COA?**
 - A. The carrier transcribes the old address from the appropriate form on to PS Form 3982 and completes the *Official Use Block* on the PS Form 3575. The carrier then sends the PS Form 3575 to CFS for processing.

4. **What type of credit will be provided for handling the COA forms listed in Question #3 during the mail count?**
 - A. One (1) entry will be recorded in ~~Column I~~ **Column 11** for these COAs when the 3982 label is received. This will result in a credit of two (2) minutes.

Rural Route Adjustment Policy

(1999)

Effective with the Extension of the 1995 National Agreement, the U.S. Postal Service will revise the Methods Handbook M-38, Management of Rural Delivery Service, Section 823.1 to include the following provisions.

823 Providing Relief

823.1 General

.11 When providing relief to one or more routes in an office, all rural routes in that unit should not be adjusted simultaneously unless it is in the best interest of the unit operation to do so.

.12 When considering rural route relief in a delivery unit, elimination of relief days for rural routes in the unit should be considered only if obtaining relief carriers is causing operational problems for that unit.

.13 Generally, it is desirable to adjust evaluated routes to as near 52 standard hours per week as practicable, i.e., the route should be adjusted to the **43K option category**. However, in some cases this may be impractical. There is no prohibition against adjusting a route below 52 hours per week when it is operationally advantageous. However, documentation must be supplied with the route adjustment documentation on as to why it is not practical to adjust the route to 52 hours.

Q & A 1999 Analysis

71. How has the route adjustment policy changed?

A When providing relief to overburdened routes, adjustments will now be made to 52:00 standard hours (43K) rather than 48:00 standard hours (40K/44J).

72. Are there occasions when a route may be adjusted below 52:00 standard hours?

A Yes. Management may adjust any rural route below

52:00 standard hours for sufficient operational reasons pursuant to national policies or upon a carrier's request.

(1995) Leave Sharing

The Postal Service will continue a Leave Sharing Program during the term of the 1995 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 not 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 (i.e., is not restored to donors). Such residual donated leave at any time may be applied against negative leave balances caused by a medical exigency. At separation, any remaining donated leave

Donated Leave

balance will be paid in a lump sum.

Manager, Contract
Administration
(NALC/NRLCA)

President
National Rural Letter
Carriers' Association

Q & A (1995)

58. Is a rural carrier required to use 40 hours of LWOP prior to utilizing donated leave?

- A. No. The career rural carrier must be known or expected to miss at least 40 or more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover. He or she is not required to be in a LWOP status for these 40 hours prior to utilizing donated leave.

Pre-Tax Payment Of Health Insurance Premiums For Non-Career Rural Carriers

The above parties hereby agree that the pre-tax payment of Federal Employees Health Benefits (FEHB) Program premiums provided in Article 21 Section 1.D of the 1995 USPS-NRLCA National Agreement shall be extended to non-career rural carriers enrolled in the FEHB. However, this does not change the requirement that the total cost of health insurance is the responsibility of the non-career employee.

Any eligible non-career rural carrier who wants to pay health premiums on a pretax basis will be required to make an election to do so in accordance with procedures to be published as soon as administratively practicable. This differs from the procedure for a career employee, who automatically pays premiums on a pre-tax basis unless he or she files a waiver.

Sherry A. Cagnoli
(NALC/NRLCA)
Manager, Contract
Administration
United States Postal
Service;

Scotty Hicks, President
National Rural Letter
Carriers' Association

This MOU allows those non-career rural carriers enrolled in the Federal Employees Health Benefits Program the option of paying health premiums on a pre-tax basis. Unlike Career employees, non-career rural carriers will be required to make an election in order to have health premiums tax deferred.

Q & A 1995 Analysis

59. Does the MOU on Pre-Tax Payment of Health Insurance Premiums apply to all non-career rural carriers?

A. No. The MOU applies only to those substitutes, RCAs, and RCRs who are eligible to participate in the Federal Employees' Health Benefits (FEHB) program. Temporary relief carriers (TRCs) are not eligible.

60. Does this MOU mean there are changes in health benefits for career rural carriers?

A. No. This MOU does not change anything for career rural carriers.

61. How does the pre-tax payment of health insurance premiums work?

A. Non-career rural carriers who elect to participate will have premium contributions withheld on a "pre-tax" basis, which means the premium amount is not subject to income, Social Security, or Medicare taxes. For the 1996 start-up, the Postal Service will automatically send an information package only to non-career rural carriers who are enrolled for health benefits. Later on, information on pre-tax premiums will simply be provided along with other health benefits open season information.

62. What are the advantages and disadvantages for non-career rural carriers of electing to pay their health premiums on a pre-tax basis?

A. *Advantages* - Premiums that are paid on a pre-tax basis are not subject to most taxes. For most non-career rural carriers, the total tax savings will be at least 22.65 percent of the health benefit premium, that is, 1.45% Medicare tax plus 6.2% Social Security tax plus federal income tax (typically 15%). Furthermore, in most cases pre-tax health premiums

are not subject to state income tax. Since non-career rural carriers pay the full cost of health insurance, the amount of tax savings could be considerable. On average, non-career employees enrolled in FEHB pay premium contributions of \$130 each pay period, if those premium contributions were paid on a pre-tax basis, the tax savings would be about \$30 each pay period.

Disadvantages- There are two possible disadvantages of paying for health premiums on a pre-tax basis that should be weighed against the advantage of tax savings. First, an employee who pays for health premiums on a pre-tax basis may have a lower future Social Security benefit than if health premiums were paid on an after-tax basis. This happens because when the Postal Service reports earnings to the Social Security Administration (SSA) each year the amount paid for pre-tax health insurance premiums does not count as income and the wages reported to SSA are reduced accordingly. For example, a non-career rural carrier who earns \$24,000 annually and pays \$3,000 of health premiums on a pre-tax basis will have income of \$24,000 reported to SSA. SSA uses the wages that are reported throughout each person's career to calculate the Social Security benefit that will be paid, and higher wages result in a higher Social Security benefit, especially at lower income levels. Therefore, it is likely that Social Security benefits payable at retirement will be reduced to some extent as a result of participating in pretax payment of health insurance premiums. The calculation of Social Security benefits is somewhat complex, and each person's eventual benefit will depend on his or her lifetime earnings history. In general, it is reasonable to expect the amount of any Social Security benefit reduction to depend on 1) how much each year's salary reported to SSA is reduced by participating in pre-tax payment of health premiums, and 2) over how many years the reductions occur. It is important to understand that the impact upon non-career rural carriers is likely to be substantially greater than the impact on career rural carriers. This is because non-career rural

carriers pay the full cost of their health insurance and so there is more of a reduction in the wages reported to SSA than for career rural carriers, who only pay a small portion of the total health premium while the Postal Service pays the rest.

The second disadvantage is that there are some restrictions on reducing or canceling health benefits coverage and premium contributions outside of FEHB Open Season that apply only to employees who pay health insurance premiums on a pre-tax basis. These restrictions are based on Internal Revenue Service (IRS) requirements and all employers with pre-tax health insurance plans must follow them. Employees may only reduce or cancel health insurance coverage outside of open season if they have had a qualified life status change and the requested action is in keeping with the change. The following qualified life status changes are events that may trigger a need for an employee to reduce or cancel FEHB enrollment:

- marriage or divorce;
- birth of a child or addition of a qualified dependent;
- death of your spouse or loss of a qualified dependent;
- start or end of your spouse's employment;
- change in your spouse's employment status (from either full-time to part-time or the reverse)
- start or end of your spouse's unpaid leave of absence;
- significant changes in your (or your spouse's) health coverage because of your spouse's employment; or
- completion of a full pay period in non-pay status, e.g.; leave without pay.

63. When the program starts during 1996, will non-career rural carriers electing pre-tax payment of health premiums be able to apply the benefit retroactively to the beginning of the year?

A. No. IRS restrictions prohibit the Postal Service from applying the pre-tax premiums on a retroactive basis.

Interest on Back Pay

Where an arbitration award specifies that an employee is entitled to back pay in a case involving disciplinary suspension or removal, the Employer shall pay interest on such back pay at the Federal Judgment Rate. This shall apply to cases heard in arbitration after the effective date of the 1995 Agreement.

Manager, Contract
Administration
(NALC/NRLCA) United
States Postal Service
Association

President
National Rural Letter
Carriers'

This MOU provides interest on back pay at the Federal Judgment Rate any time an arbitration award states that an employee is entitled to back pay.

Q & A 1995 Analysis

56. Does the MOU regarding interest on back pay provide for interest on back pay on a removal that was resolved by the parties prior to arbitration?

A. No. The MOU provides interest on back pay only if the arbitrator renders a decision granting back pay.

57. If the arbitrator awards back pay on a contractual issue such as appropriate route evaluation; does the grievant receive interest?

A. No. The issue before the arbitrator must involve a disciplinary suspension or removal.

Stamp Stock Allowance

The United States Postal Service (USPS) and the National Rural Letter Carriers' Association (NRLCA) agree to the following change in the time allowance for purchasing and checking stamp stock as described in Part 535.12.S. in Methods Handbook PO603, Rural Carrier Duties and Responsibilities. This change will be included as part of the count procedures to be used beginning with the September 17-30, 1996 national mail count. The stamp stock allowance

for all routes, whether or not the route was counted in September 1996, will become effective at the beginning of the guarantee year, October 26, 1996.

s. Column S - Purchasing Stamp Stock

All rural routes will be automatically credited with 20 minutes per week for purchasing and checking stamp stock. Note: The Minneapolis ISSC will credit the 20 minutes per week and record the proper allowance on Form 4241-A, Rural Route Evaluation.

Manager,
Contract Administration
(NALC/NRLCA)
United States Postal
Service

President
National Rural Letter
Carriers' Association

The parties agree to make the following changes in Methods Handbook PO-603, Rural Carrier Duties and Responsibilities:

213.3 Labeling Carrier Cases

c. When letter separations are continued on to a wing case, place them immediately adjacent to the letter case. Begin with the highest or lowest shelf, depending on the bundling system used, and extend into the wing case, as needed. Do this with the remaining shelves and attempt to keep the letter separations (on the shelves of the wing) equal in length. Exception: As an alternative to continuing into a wing case, labeling may be restricted to each piece of equipment. Begin with the highest or lowest shelf, depending on the bundling system used, and continue on each shelf in the single piece of equipment. This type of labeling requires that all casing equipment for the route is identical.

Sherry A. Cagnoli
Manager, Contract
Administration
(NALC/NRLCA) United
States Postal Service;

Scotty Hicks,
President National Rural
Letter Carriers' Association.

This MOU legitimizes those routes using this type of casing system and allows them to continue to use that system. Management on a route-by-route basis can authorize changes to this system if it is determined that the single equipment labeling system will prove operationally beneficial. The traditional casing system going across all pieces of equipment is still the preferred method of casing.

TEMPORARY RELIEF CARRIER (TRC) IMPLEMENTATION INSTRUCTIONS

INTRODUCTION

The 1995 USPS-NRLCA National Agreement provides that a new category of employee, the temporary relief carrier (TRC), may be employed to provide relief on rural routes. At the same time, the category of emergency rural carrier relief (i.e., RCRs hired with a limited, time appointment) has been eliminated in the new Agreement, and the Memorandum of Understanding signed June 7, 1993, regarding the appointment of emergency rural carrier reliefs is no longer in effect.

Due to necessary payroll and information systems changes, the TRC category will not be implemented until the beginning of pay period 8 (March 30, 1996), and emergency RCRs may continue to be employed until that date. All emergency RCRs on the rolls at the beginning of pay period 08/96 will automatically be reassigned to a TRC position on that date, at the existing rate of \$10.54 per hour. In lieu of this automatic reassignment, management may terminate and re-hire the employee as a TRC after a six-day break in service; or terminate and not re-hire the employee. To change the hourly pay rate so that it will be consistent with the rate established by the district for TRCs, a Form 50 (NOA code 894) must be processed at the beginning of the pay period. Management also has the option of appointing as a TRC an individual who had not served previously as an emergency rural carrier relief. The attached selection procedures cover this in greater detail.

NATURE OF THE TRC POSITION

The temporary relief carrier (TRC) was created to provide more flexibility in scheduling and to ensure better coverage of routes on the regular carrier's relief day, which in most cases is Saturday. The TRC does not take the place of a rural carrier associate (RCA); it augments the relief system already in place.

A TRC is a limited term (NTE 359 days), non-bargaining unit rural leave replacement who provides coverage on regular rural routes, auxiliary rural routes, and as an auxiliary assistant; (See Article 7.D.1. of the 1995 USPS-NRLCA National Agreement.) The TRC can be characterized much like a 359-day "casual" for the rural carrier craft.

TRCs are not covered by the USPS-NRLCA National Agreement and, therefore, do not have any rights as established in that Agreement. TRCs cannot file grievances, cannot earn leave, and are not covered by the provisions of Article 30.2 for substitutes, RCAs, and RCRs, in regards to route assignments. Although there are instances where the TRC is mentioned in the National Agreement, this does not constitute contractual "rights" for this classification of employee; rather, these references are for the purpose of establishing the rights of regular carriers and bargaining unit leave replacements.

RECRUITMENT AND HIRING

Specific, detailed hiring and recruitment instructions are contained in the attached selection procedures; TRCs are hired without the use of a register of eligibles, but will be subject to all of the applicable screening processes. It is recommended that each district utilize recommendations from current rural carrier craft employees, the postmaster's first-hand knowledge, and lobby advertising as resources for locating individuals who may be interested in the TRC position.

TRCs also may be selected from postal annuitants desiring the position. However, there are greater limitations on the appointment of annuitants, which are outlined further in the

attached selection procedures. Failure to adhere to the restrictions placed on individuals hired from the annuitant ranks may affect the individual's annuity.

TERM OF APPOINTMENT

TRCs will be appointed for a term not to exceed 359 calendar days and may begin their appointment at any time during the year. However, there must be at least a six-day break in service between appointments. (See Article 7.D.)

Each individual office will be responsible for tracking the number of days in each TRC appointment. Offices may provide the six-day break in service prior to completion of 359 calendar days so that TRC appointments can be staggered to ensure TRC coverage throughout the year.

Further, if an office reassigns an emergency RCR to a TRC appointment without a 6-day break in service as mentioned above, the 359-day count begins with the effective date the employee was first appointed as an emergency RCR in 1996 or in 1995 if there was no 6-day break between appointments as an emergency RCR. In short, the combined continuous service as an RCR and a TRC must not exceed 359 days, and the TRC appointment term must be adjusted to stay within the 359-day limitation.

TRCs appointed from the annuitant ranks will also be appointed for a term not to exceed 359 calendar days and must also have a six-day break in service between appointments. However, these TRCs are further limited to 180 actual workdays within each calendar year. Further, TRCs appointed from the annuitant ranks may be appointed only when normal recruiting sources do not yield qualified applicants. See the attached selection procedures for further details regarding the hiring and use of annuitants.

TRC HIRING LIMITATIONS

(2006)

See Article 7 Section 4.A

The national office of the National Rural Letter Carriers' Association (NRLCA) will receive quarterly computer printouts from HQ Labor Relations which indicate the number of bargaining unit employees by category, the number of regular routes, and the number of TRCs for each district. The NRLCA will be forwarding this information to individual state stewards who will be working closely with the districts in their respective states to ensure compliance with the 80% limitation.

Each district also must ensure that registers remain active and viable by scheduling examinations as necessary, Offices may continue to hire RCAs at any time and as noted above, only RCAs may be hired if the district percentage of bargaining unit leave replacements to regular routes drops below 80%.

In this regard, it is important to note that RCAs remain the only source for new regular rural carrier appointments. TRC positions are not carrier path positions, and there will be no delayed testing for TRCs. Nor will TRCs receive any preferential treatment if they are reached on a register of eligibles. The provisions of Article 12 of the USPS-NRLCA National Agreement continue to apply and must be adhered to.

COMPENSATION

TRCs will be paid on the same basis as other leave replacements; that is, the number of hours paid will be based on the evaluation of the route on which they are providing service. When performing auxiliary assistance, TRCs will be compensated for actual hours worked at the appropriate hourly rate. All appropriate FLSA provisions will apply to TRCs.

The hourly rate of pay for TRCs will be determined by the district from within a range of \$9.55 - \$11.55 per hour. Each

district will select an appropriate rate of pay .based on employment conditions within the district. The selected hourly rate of pay should be that which is necessary to attract and retain quality TRCs.

The selected hourly rate of pay will apply to all TRCs within the district. If the district finds that the rate selected initially is inadequate to attract qualified employees, the district may change the rate of pay for all TRCs within the district, provided the new rate is still within the allowable range. Under no circumstances will TRCs receive a higher hourly rate than bargaining unit leave replacements (i.e., substitute, RCR, or RCA). Timekeeping procedures will be identical to those in place for RCAs and RCRs.

EQUIPMENT MAINTENANCE ALLOWANCE (EMA)

As with other leave replacement employees, TRCs will be required to provide a vehicle to perform service on rural routes unless a postal-owned or postal-leased vehicle is provided. TRCs will receive the appropriate EMA compensation based on the provisions of Article 9.2.I. of the 1995 USPS-NRLCA National Agreement for use of their private vehicle when servicing a regular or auxiliary route, which does not have a postal-owned or postal-leased vehicle, assigned, or for providing auxiliary assistance.

TRAINING

TRCs will receive the same new hire orientation as required for RCAs, as well as the Standard Training Program for Rural Carriers. This training program is designed to provide newly assigned rural carriers, including leave replacements, with the knowledge and skills necessary to perform their duties, TRCs also must receive the on-the-job instruction, which is provided to all new rural carriers. In addition to classroom and on-the-job instruction, TRCs will receive the appropriate driving instruction, vehicle familiarization and any necessary vehicle certification.

There is no limitation on the number of routes on which a TRC may be trained, provided that all bargaining unit leave replacements have been provided the opportunity to serve on

up to three routes. Training available TRCs on many routes will increase management's flexibility in filling assignments and provide qualified personnel when a substitute, RCA, or RCR normally assigned as leave replacement is not available.

RESPONSIBILITIES OF TRCs

While the National Agreement does not cover TRCs, they will perform all the duties of a leave replacement and have the same responsibilities as other rural delivery employees. Thus, TRCs will be responsible for upholding the Code of Ethical Conduct, and they will be subject to the provisions of Handbook PO-603. For example, TRCs will be liable for accountable mail and moneys received as appropriate under the conditions of employment, and will have stamp stock responsibility and the financial liability associated with having a stamp stock.

USE OF TRCs

TRCs may be used as primary or back-up leave replacements for regular routes, as back-up leave replacements for auxiliary routes, and to provide assistance or relief when the services of a substitute, RCA, or RCR are not available as provided in the 1995 USPS-NRLCA National Agreement.

When assigned as a primary or back up leave replacement, the TRC will be utilized essentially in the same manner as the emergency RCR was utilized in the past. Although the Agreement does not allow for more than one RCA to be assigned to each regular route, TRCs may be hired as back-up leave replacements for regular routes. TRCs may also be assigned to regular routes as the primary leave replacement and will provide coverage for the route in the absence of the assigned carrier. Once assigned, TRCs are not subject to bumping by other leave replacements.

If an RCA elects to serve the auxiliary route six days per week in accordance with the provisions of Article 30.2.G.2, a TRC should be assigned to the residual leave replacement vacancy. This will provide coverage for the regular carrier and

ensure a leave replacement position for the RCA in the event that the auxiliary route is eliminated.

TRCs may be used to serve regular rural routes as "another qualified employee" as stated in Article 30.2.D.4. They may also be used as necessary under the provisions of Article 30.2.G.4. This provision states that when the substitute, RCA, or RCR assigned to the auxiliary route is working as a leave replacement to the regular carrier and the auxiliary route is offered to other substitutes, RCAs, and RCRs and none are available, then a TRC may be selected to serve the route.

Under Article 30.2.P. Sunday Work, TRCs should only be utilized when there are no qualified employees from the list of RCAs, substitutes, and RCRs available to perform the necessary Sunday work.

TRCs ON THE LEAVE REPLACEMENT ASSIGNMENT LIST

The leave replacement assignment list will designate the primary leave replacement; second, and third leave replacements for each regular route in an office. TRCs will only appear on this list as the primary leave replacement for a regular route.

If a RCA has accepted a six-day auxiliary route assignment and the residual leave replacement vacancy is filled with a TRC, that TRC will only be annotated on the assignment list as the primary leave replacement and will not be annotated as the second or third leave replacement for routes vacated by the RCA who has accepted the auxiliary route assignment. However, managers are encouraged to train the TRC on the same routes as those vacated by the RCA. This will provide for a qualified employee to service the route if the assignment list is exhausted.

TEMPORARY RELIEF CARRIER (TRC) SELECTION PROCEDURES

Reassignment of Emergency Rural Carrier Reliefs (RCRs) to Temporary Relief Carriers (TRCs)

Effective March 30, 1996, HRIS will automatically reassign employees currently occupying emergency RCR positions and whose services are still required as leave replacements to the new Temporary Relief Carrier position occupation code 2325-0003 and designation/activity code 70-0. The 359-day count begins with the effective date the employee was first appointed as an emergency RCR in 1996 or in 1995 if there was no 6-day break between appointments as an emergency RCR, Human Resources personnel must terminate employees whose services are no longer required or who are unwilling to accept the TRC position prior to March 30, 1996.

Recruitment Sources for TRCs

Recruitment notification should be made available to postmasters, other rural employees, and those civic organizations and associations that will yield suitable and available Individuals as TRCs within the potential area of consideration. To further publicize TRC recruitment, solicit by notice on employee bulletin boards and/or fliers instructing potential applicants how to apply for TRC positions. Other traditional recruitment sources, such as, state employment service referrals and student referrals should be used only if it is anticipated that such referrals will yield suitable and available applicants.

Each applicant must complete PS Form 2591, *Application for Employment*, Applications must be grouped into a file referred to as the General Application File, Because no examination is given, the general application file is not arranged as a ranked register with scores, it is comparable to a one-time use or temporary register. Applicants claiming veteran preference must submit proof of preference claimed including DD Form 214, *Certificate of Release or Discharge*, In addition, individuals claiming 10-point preference must complete Standard Form (SF) 15, *Claim for 10-Point Veteran Preference*. To comply with the provisions of veteran

preference, applicants must be considered for employment by priority groups in the following order:

- Group 1: Persons entitled to 10-point preference who have a compensable service-connected disability of 10 percent or more.
- Group 2: All other persons entitled to veteran preference.
- Group 3: All other applicants

Because there are no scores, applications within each group are arranged by the social security number tiebreaker as specified in Handbook. EL-311, 252.4.h. numerical by last three or more numbers. Use only enough numbers to break the tie, but not fewer than three numbers of Social Security number, from lowest to highest. For group 2, applications are arranged regardless of veteran preference points (5-points or 10-points). For additional information concerning the establishment and use of the general application file, refer to the *Registers Self-Instructional Training Module*, page 169.

Suitability Screening and Selection of TRC Applicants

To initiate the suitability screening process, applicants must submit the following items, as applicable:

PS Form 2591 *Application for Employment*

PS Form 2181-A, *Authorization and Release (for Pre-Employment Screening)*

PS Form 2591-A, *Applicant's Statement of Selective Service Registration Status* (males born after December 31, 1959, must be registered with the Selective Service system)

PS Form 2480, *Driving Record - For Positions That Require Driving*

Copies of DD Forms 214, *Certificate of Release or*

Discharge from Active Duty (July 1979 edition or later, Copy 4) for all periods of active military service regardless of whether preference is claimed, Standard Form (SF) 15, *Claim for 10-Point Veteran Preference* (for individuals claiming 10-point preference), current proof of service-connected disability or receipt of compensation pension or disability as described on SF 15.

Human Resources personnel or hiring officials must:

Review PS Form 2391 *Application for Employment*. It is critical that human resources personnel review each application to identify areas that may need to be further investigated. This review should occur sufficiently prior to the interview to allow for the identification of areas to pursue and questions to be asked.

Request state driving abstracts.

If the applicant has prior Postal Service or federal civilian employment, complete SF 127, *Request for Official Personnel Folder* (OPF) and send it to the National Personnel Records Center in St. Louis, MO to obtain the applicant's OPF.

- When reviewing the application, complete page 1 checklist of the Interview Sheet to document specific information regarding the applicant's suitability as provided on the application.
- Note any outstanding issues that need to be resolved with the applicant during the interview,
- Generate opening interview questions based on the application information and the TRC job.
- During interview, resolve any remaining suitability issues with applicant,
- Review critical questions on application concerning having been fired and being criminally convicted or currently under criminal charges, if application is over 90 days old, have applicant update employment information on application.
- Have the applicant fill out the *Falsification and Postal*

- Crime Affidavits* attest that they have not falsified their application or been involved with a postal crime.
- Have applicant complete INS Form I-9, *Employment Eligibility Verification*, to attest to their citizenship status for employer verification. Only individuals who are either U.S. citizens or permanent resident aliens are eligible for postal employment,
 - Conduct Interview using prepared opening questions. Ask follow-up or probing questions as necessary.
 - Document results of interview on Interview Sheet.
 - Assess results accordingly to include the following:
 1. Employment history
 2. Military history
 3. Criminal conviction history
 4. Driving history

Schedule only applicants being considered for employment for urinalysis drug tests to ensure Postal Service drug free requirement is met.

Make job offer to applicants selected for TRC positions before scheduling and conducting a physical examination. Have selectees complete the appropriate sections of PS Form 2435 *Medical Examination & Assessment*, and take it with them to the scheduled physical examination along with Information about the TRCs duties and responsibilities and its physical requirements.

Administer the Oath of Office to those individuals who meet the job qualifications and are suitable for postal employment. Have new appointees complete and sign PS Form 61, *Appointment Affidavits*, to effect appointment.

Initiate Special Agreement checks on newly hired postal employees, Form 88C, *Spec/a/ Agreement Check (SAC)* and two Standard Forms (SF) 87, *Fingerprint Chart*, must be completed accordingly and processed in accordance with the Implementation procedures for OPM's expanded Special Agreement checks dated November 9, 1995.

Refer to the *Suitability Self-Instructional Module* for guidance when screening applicants, Use the *Interview Guide* when considering applicants for selection, as a reminder, the interview must be conducted by a certified interviewer using the *Interview Guide*.

Reemploying Annuitants as Temporary Relief Carriers (TRCs)

With the President's signing of the Rural Area Relief Act, Public Law 103-336, and the Office of Personnel Management's (OPM) subsequent approval of the Postal Service's request for authority to waive the dual compensation provisions (offset), a new recruitment source became available allowing for the hiring of annuitants as postmaster relief/leave replacements (PMR/LRs) and rural carrier leave replacements on an emergency basis without an offset to pay or annuity, Instructions authorizing the hiring of annuitants as PMR/LRs were issued in 1995, The same authority is now available for hiring annuitants as relief employees In the rural carrier craft.

When normal recruitment efforts for Temporary Relief Carrier (TRC) positions do not yield the interest and availability of other qualified Individuals, postal retirees may now serve as TRCs without an offset to their salary. This new legislation provides an opportunity for experienced former postal employees to be targeted as a supplemental recruitment source for TRC positions in emergency situations. Military retirees (regular officers and Chief warrant officers only) who are subject to offset provisions may also serve as TRCs without an offset to their military retired pay. This means that annuitants whose *postal pay* or *military pay* would normally be offset will receive both full salary and full annuity or military retired pay during their employment under this authority. However, recruiting efforts for the TRC position occupied by an annuitant with a dual compensation waiver *must* continue,

Key points of this hiring authority are:

- Employment under this authority to waive dual

compensation is limited to *180 days worked in a calendar year* (begins pay period 01 and ends the last day of the last pay period for that calendar year). Annuitants will be hired for 359 calendar day appointments. Appointments must be terminated at the end of 180 days of actual work or at the end of their 359 day appointment, whichever comes first. A six day break in service is required between appointments should it be necessary to employ the services of an annuitant for more than one 359 day appointment.

- Any days worked beyond the 180 days of actual work will be subject to an offset of the salary or annuity. It is, therefore, incumbent upon the postmaster or immediate supervisor to closely monitor the annuitant's work schedule so as not to exceed the allowable timeframe under this authority. Scheduling beyond this period must only be initiated after arrangements have been made to offset the annuitant's postal pay or military pay, in the case of a military retiree. The annuitant must be provided in writing that he or she understands and is in agreement with the new arrangement.
- The occupation code to use for annuitants hired as TRCs is 2325-0003 and the designation/activity code is 70-1.
- Dual compensation waivers must be approved individually by the District Managers Human Resources.
- The hiring authority can only be used where normal recruitment strategies did not generate qualified applicants for leave replacement positions.
- Recruitment efforts will continue for TRC positions occupied by an annuitant with a dual compensation waiver.
- An annuitant with a dual compensation waiver will work when the local postmaster or immediate

supervisor determines that no other reasonable means exist for getting the job done.

- A separate record of each dual compensation waiver will be maintained by the District Manager, Human Resources.

Implementation Procedures

Since the OPM waiver permits postal and federal civilian retirees and military retirees (regular officers and Chief warrant officers) to be hired as TRCs without requiring the offset provisions, the following implementation procedures provide for (1) a waiver of the dual compensation provisions for reemployed annuitants only and; (2) a system for tracking such a waiver for reporting purposes:

Postal Hiring Officials//Human Resources Personnel

1. Post notices on employee bulletin boards soliciting the interest and availability of former postal employees for TRC positions, Seek recruitment assistance from the local NRLCA organization to place notices in their newsletters and/or magazines for former employees to contact the postmaster in the office where they are interested in serving as a TRC.
2. Maintain a list of retired rural carriers within the serving community who have expressed an interest and their availability to serve as a time limited TRC.
3. Screen and select individuals who meet the job qualifications and are suitable for postal employment in accordance with the above instructions titled *Suitability Screening and Selection of TRC Applicants*.
4. For postal retirees with dual compensation waivers:
 - Obtain from the annuitant a written statement indicating that he or she will not accept the TRC position without the dual compensation waiver (see

attached annuitant's dual compensation waiver statement - Attachment 1). File a copy in the annuitant's official personnel folder (OPF) and retain the original for submission to the district as indicated below.

- Maintain a *separate* record of the approval of each dual compensation waiver showing the annuitant's name, the position to which appointed (TRC) and its location, and a brief description of the recruitment efforts. File a copy in the OPF and forward the original along with the original copy of the dual compensation waiver statement to the District Manager, Human Resources.
- Notify individuals of how their retirement and insurance benefits will be treated during their period of reemployment by providing them a completed copy of the Annuitant's Notification Letter (Attachment 2), Place a copy of the letter in the Individual's OPF, retain a file copy, and make a copy for submission to the Office of Personnel Management (OPM).
- Upon reemployment of a CSRS or FERS civilian annuitant, complete the OPM Notification Letter (Attachment 3) and send the original letter along with a copy of the annuitant's notification letter to OPM's Retirement and Insurance Group at the following address:

U.S. Office of Personnel Management
Retirement Operations Center
P.O. Box 45
Boyers, PA 1601-0045

- Retain a file copy of OPM's Notification Letter and place another copy in the reemployed annuitant's OPF along with their notification letter.
5. For military retirees (regular officers and Chief warrant officers only) with dual compensation waivers:

- Obtain from the annuitant a written statement indicating that he or she will not accept the TRC position without the dual compensation waiver (see attached annuitant's dual compensation waiver statement - Attachment 1). File a copy in the military retiree's OPF and retain the original for submission to the district as indicated below.
 - Maintain a *separate* record of the approval of *each* dual compensation waiver showing the retiree's name, the position to which appointed (TRC) and its location, and a brief description of the recruitment efforts, File a copy in the OPF and forward the original along with the original copy of the dual compensation waiver statement to the District Manager, Human Resources.
 - Advise Individuals in this category that they must contact the finance center of the uniformed service concerned of the waiver of the dual compensation approved by OPM in accordance with Public Law 103-336. A copy of the Individual's PS Form 50 and information regarding their actual period of employment may be required as evidence.
6. The decision to call In a postal or military retiree for any particular day must be made by the immediate supervisor of the vacancy, usually the local postmaster or delivery supervisor, and subsequently approved by the District Manager, Human Resources, The annuitant or retiree with a dual compensation waiver may work *only* when no other reasonable means of getting the job done exists.
7. It should be noted, in the unlikely event of a postal or military retiree reaching the limit of the allowable 180 days worked per calendar year, a new waiver request cannot be entertained for that year. However, should the need still exist for TRC coverage at the start of the new calendar year and no other reasonable means of getting the job done exists, a new waiver request can be initiated.
8. A postal or military retiree hired as a TRC under *this*

authority can only be given an assignment as a TRC. No assignment can be made to any career or other temporary position under this authority. *Processing Forms 50*

Instructions for processing PS Forms 50 for all TRC actions will be addressed in a future CMS update.

Tracking Dual/ Compensation Waivers

For the purpose of tracking the use of our authority to waive dual compensation provisions for reemployed annuitants hired as TRCs, the District Manager, Human Resources or designee must:

1. Consolidate year-end listings of the names, social security numbers, and positions (TRC) of persons for whom waivers were approved along with copies of the separate records of each dual compensation waiver approval, and the retiree's dual compensation waiver statement from local hiring officials.
2. Prepare statistical reports for a final year-end summary reflecting the following information:
Report: Temporary Relief Carrier (annuitants) - Rural Carrier Relief Act Reporting District: Name of District
Statistical Elements:
 $\# \text{ hired military retirees} + \# \text{ hired civilian retirees} = \# \text{ hired for that specific year}$
3. Forward copies of the following information within ten working days after the close of the calendar year to Headquarters,
 - Year-end listing of persons for which waivers were approved
 - Records of waiver approval for each person showing the appointee's name, position to which appointed and its location
 - A brief description of the recruitment efforts
 - The retiree's dual compensation waiver statement

- Year-end statistical reports
- Negative reports are to be provided.

4. Mail reports to:

Manager, Field Human Resources Policy U.S. Postal
Service
475 L'Enfant Plaza SW Room 9115
Washington, DC 20260-4220

5. Human Resources personnel and Postmasters are to note that any documentation related to the hiring under this authority and the granting of pay/annuity reduction waivers are subject to OPM's review upon request; it is essential to maintain complete employee files which include all Items indicated above.

ANNUITANT'S DUAL COMPENSATION WAIVER STATEMENT

I hereby accept reemployment with the U.S. Postal Service as a

_____. My acceptance of this
(Postmaster Relief/Leave Replacement or Temporary Relief Carrier)

appointment is with the understanding that under the dual compensation waiver provisions of Public Law 103-336 and OPM authority, I will serve as a

_____ on an emergency basis
(Postmaster Relief/Leave Replacement or Temporary Relief Carrier)

without offset of pay or annuity. It is also my understanding that this appointment and the dual compensation waiver is limited to 180 days of actual work in a calendar year. Any days worked beyond the allowable timeframe will be subject to a salary or annuity reduction.

Signature: _____

Print Name _____

SSN: _____

Date: _____

NOTIFICATION TO CSRS OR FERS ANNUITANT

SUBJECT: Reemployed Annuitant – Notice of Effect of Special Reemployment Status on Retirement and Insurance

TO: Annuitant (Name & Address)

Date of Birth: _____
 SSN: _____
 CSA Number: _____
 Date of Appointment: _____

This is to advise you of the status of your retirement benefits during your reemployment as a Temporary Relief Career (TRC) hired on an emergency basis.

Reemployed annuitants under the Civil Service Retirement System (CSRS) or the Federal Employees Retirement System (FERS) generally continue to receive their annuity during reemployment, but their salary during reemployment is reduced by the amount of annuity allocable to the period of reemployment. However, beginning from the date of your reemployment stated above, you are not subject to these requirements due to a special provision of the Federal Employees Pay Comparability Act of 1990 (Public Law 103-338). Under this special provision, you will continue to receive your annuity and full salary while you are serving as a TRC. This exception to the regular offset provision is applicable only while you serve in this position. Because you qualify to receive full salary and full annuity during this appointment, the following rules apply to you:

Retirement

By law, you are not covered by CSRS or FERS while you serve under this appointment. This means that you will not have retirement deductions for CSRS or FERS withheld from your pay, and your service under this appointment will not count toward additional retirement benefits. You are also not eligible to participate in the Thrift Savings Plan.

If you are receiving a disability annuity and you have not been found recovered or restored to earning capacity, you will continue to receive your annuity and full salary. However, the reemployment might result in a finding of recovery or restored to earning capacity. If you were to be found recovered or restored to earning capacity, the annuity will be terminated.

Health and Life Insurance

Any health and life insurance coverage you have as an annuitant under the Federal Employees Health Benefits (FEHB) or Federal Employees' Group Life Insurance (FGLI) Programs will continue while you are employed under this appointment, unless you should voluntarily elect to drop your coverage, or in the case of a recovered disability annuitant, the annuity should be terminated. The Office of Personnel Management (OPM) will continue to withhold premiums from your annuity as long as your coverage continues as an annuitant.

If you have additional questions regarding your appointment or the effect of your reemployment on your retirement benefits, you should contact _____ at _____

Manager, Human Resources

cc: U.S. Office of Personnel Management

NOTIFICATION TO THE OFFICE OF PERSONNEL MANAGEMENT (OPM)

Retirement Operations Center
U.S. Office of Personnel Management
P.O. Box 45
Boyers, PA 16017-0045

RE: (Annuitant's name) _____
CSAF: _____
SSN: _____
DOB: _____

This is to advise you of the reemployment of the above named annuitant.

Mr./Ms. _____ will be reemployed with the U.S. Postal Service as a _____ effective _____, in an intermittent limited term appointment for a period not to exceed 180 days of actual work in a calendar year. During this appointment, the annuitant will be exempt from annuity offset per OPM approval granted in accordance with 5 CFR Part 563 and Public Laws 102-190 and 103-336 (Pay Comparability Act).

Enclosed is a copy of the personnel action effecting the appointment and the "Notice of Effect of Special Reemployment Status on Retirement and Insurance" provided the annuitant. Your office will be notified upon completion of the reemployment.

Any questions regarding this matter may be referred to _____ at _____

Sincerely,

Manager, Human Resources
District Office

Enclosures

cc: Employee

WILSON LETTER, 9-1-2000

LABOR RELATIONS
UNITED STATES
POSTAL SERVICE

September 1, 2000

MANAGERS, HUMAN RESOURCES (AREA)
MANAGERS, LABOR RELATIONS (AREA)
MANAGERS, DELIVERY PROGRAMS SUPPORT (AREA)
MANAGERS, HUMAN RESOURCES (DISTRICT)
MANAGERS, OPERATIONS PROGRAMS SUPPORT
(DISTRICT)

SUBJECT: Extension to the 1995 USPS-NRLCA National Agreement

Following ratification of the Extension to the 1995 USPS-NRLCA National Agreement, joint training sessions were held in Tampa, Florida, and Salt Lake City, Utah. During the training sessions it was requested that further written clarification be provided on several issues. This letter will serve to clarify those issues and provide additional guidance on the PTF rural carrier positions.

Part-time Flexible Rural Carrier

The Extension to the 1995 Agreement introduces the part-time flexible rural carrier (PTF). Information regarding the establishment of PTF positions can be found in the Analysis of Changes to the Extension to the Agreement and the Implementation Guidelines distributed with advance copies of the Extension in May. Several key points must be noted prior to the establishment of a PTF position.

The district office is responsible for ensuring that local managers are making every effort to fill leave replacement vacancies with RCAs or TRCs, The district is also responsible for ensuring that rural carrier examinations are given on a regular basis and that hiring registers are continually maintained. In addition, the district office will require that local managers obtain the appropriate district approval prior to

establishing a PTF-position.

As stated in the Extension, the establishment of a PTF is at the discretion of the Employer, however, each regular rural carrier shall have the right to require that a leave replacement be assigned to his or her route. Management has a reasonable period of time, which has been defined as 120 days, to obtain an RCA or TRC for the route after the carrier's request. If management is unsuccessful in obtaining an RCA or TRC to serve on a K route, a PTF position will be established, provided the PTF will be assigned at least two K routes.

PTF rural carrier positions will not be effective prior to September 9, 2000. PTFs will be assigned only to K routes. The assignment will include no less than two (2) K routes and the total evaluated hours of the assigned routes must not exceed 40 hours each week. Generally, the PTF assignment will include no more than four (4) K routes. Management may add or remove routes from the PTF assignment at any time, provided the number of assigned routes does not fall below two (2) K routes, or exceed five (5) K routes.

All qualified PTFs substitute rural carriers and RCAs that have completed their probationary period are eligible to bid on PTF assignments. If the PTF assignment still exists after posting in the office, the assignment will be posted district-wide. Only substitutes and RCAs who have completed their probationary period will be eligible to bid on these posted assignments. PTFs may not bid on district-wide PTF postings. If a PTF assignment becomes vacant in an office, management will have the option of eliminating the position or posting the assignment.

When one of the assigned routes of the PTF becomes vacant or the regular carrier is out on extended absence, management may utilize the PTF full-time on the assigned route or utilize the provisions of Article 30.2.D to provide coverage for the route.

Relief Day Work List

If a regular rural carrier on the relief day work list, works his or her relief day and selects option #1 in accordance with Article 9.2.C.5.f.(1), a Form 3971- will be completed for the mutually agreed X day. This scheduled X day will be given the same consideration as approved annual leave.

A regular rural carrier on the relief day work list will be bypassed in the rotation if the carrier has at least one day for annual leave (including an approved X day from option #1) or sick leave adjacent to the relief day. However, the carrier may notify management that he or she does not wish to be bypassed in this situation.

Management must provide three (3) working days notice to a regular rural carrier when assigning an X day, except from the beginning of the guarantee year through the end of the designated Christmas period.

If a regular rural carrier works the relief day and fails to complete the entire route, i.e. illness, the carrier will be compensated 150% of the carrier's hourly rate for the actual number of hours worked, regardless of the option selected- PS Form 1314 will be annotated with a J or K as appropriate and PS Form 2240R will be submitted for the actual number of hours to be paid at 150%.

Signing the relief day work list does not provide an entitlement to the regular rural carrier to work the relief day due to the unavailability of a leave replacement. Management must first follow the provisions outlined in Article 30 to provide coverage for a route by utilizing the matrix, PTFs, or qualified leave replacements in the delivery unit. Management may then assign the route to a TRC or other leave replacements in the office, or on some occasions, management may split a route, prior to utilizing a regular to work on the relief day. A regular carrier on the relief day work list must be utilized prior to other regular rural carriers on his or her relief day, in accordance with the appropriate provisions of the Agreement. A regular carrier may not work the relief day in order to allow the assigned leave replacement a day off without utilizing the relief day work list procedures.

Article 30.2.D.4 indicates that if management has exhausted the matrix and attempted to use a qualified RCA in the delivery unit in order to cover a route, "...the Employer may designate any other leave replacement prior to selecting a regular rural carrier to work in accordance with Article 8 Section 5." The other leave replacements referred to would be unqualified substitutes, RCAs, or RCRs in the delivery unit; TRCs in the delivery unit; or qualified or unqualified substitutes, RCAs, RCRs, or TRCs in other delivery units within the office. A leave replacement may not be borrowed from another office until all available regular rural carriers (on and off the relief day work list) have been assigned to work the relief day.

Assignment of Relief Days

The provisions of Article 9.2.C.5.b, (the formula), may not be implemented until an office has met three (3) criteria. Those criteria are:

1. There must be a shortage of leave replacements.
2. Regular rural carriers are working relief days on more than an infrequent basis.
3. The office has been unsuccessful in its hiring efforts. Offices must have made reasonable effort to obtain RCAs or TRCs to fill leave replacement vacancies.

Once an office has implemented the formula and reassigned relief days, there may be a need to recalculate the formula. If the recalculation results in the availability of an. additional Saturday relief day, the reassignment to Saturday must be completed within 30 days of the recalculation. If the formula is being recalculated due to an increase in the number of leave replacements (RCAs or TRCs have been hired), the recalculation will not be done until the newly hired employee has completed basic orientation and training, including on-the-job training.

RCA Transfers

RCA's who have completed their probationary period may request a transfer in accordance with Article 30.2.F. If the gaining office accepts the employee's request for transfer, the losing office must release the RCA. The transfer will be effective within 30 days of the notification to the losing office.

If there are further questions on the information presented, please contact Bill Daigneault at ~~xxxxxxxx~~ or Cathy Perron at ~~xxxxxxxx~~

Andrea B. Wilson
Manager Contract Administration (NRLCA/NPMHU)

WILSON LETTER, 11-9-2000

**LABOR RELATIONS
UNITED STATES
POSTAL SERVICE**

November 9, 2000

Steven R. Smith
President, National Rural Letter
Carriers' Association
1630 Duke Street Fourth Floor
Alexandria, VA 22314-3465

Dear Steve:

With the implementation of the Extension to 1995 USPS-NRLCA National Agreement, several new issues have been brought to our attention. This will confirm our mutual understanding and resolution of the following issues:

- 1. Are there circumstances when management may deny awarding a PTF rural carrier assignment to a bidder because he or she is unable to perform the full duties of the assignment on the effective date of the award?**
 - A. Article 30.2.A.3 of the Extension to the 1995-1999

USPS/NRLCA National Agreement provides for filling part-time flexible rural carrier assignments. The parties agree that among the essential core functions of the PTF position are the abilities to case and to carry routes in order to provide relief to two or more regular rural carriers in the office. We anticipate that a carrier's immediate availability to fill the position will be critically important. Therefore, as a general rule, management will award a PTF assignment to a substitute or RCA who is able to perform the full duties of the assignment at the time the vacancy is to be filled or within a reasonable period of time of the effective date of the assignment, except as required by the Rehabilitation Act of 1973.

Under the Rehabilitation Act of 1973, the Postal Service has an obligation to provide reasonable accommodations for employees who are "qualified individuals with disabilities." The Postal Service may be required to give a disabled employee a reasonable accommodation so that the employee is able to perform the essential functions of his or her job. However, the Postal Service is not required to eliminate or modify the essential functions of a job in order to accommodate a disabled employee.

In determining whether a reasonable accommodation is required for an employee who is disabled, the Employer must consider each case separately. Accordingly, a "disabled" employee shall be permitted to bid on a PTF assignment. However, in deciding whether the position should be awarded to that employee, management must consider whether or not the employee would be able to perform the essential functions of the PTF assignment, with or without a reasonable accommodation.

For example, if a disabled employee who is the senior bidder is unable to stand for more than one hour at a time, it may be a reasonable accommodation to provide that employee with an adjustable stool while he or she cases mail. On the other hand, if another employee is unable to perform the essential functions of the PTF position, even with a reasonable accommodation, then that employee may be disqualified.

Under the FMLA, employees returning from approved FMLA leave only have a right to the same or equivalent position that they held prior to taking the leave. However, employees on FMLA leave must also be treated in the same manner as employees who are on other types of leave. For example, since you would award the PTF assignment to the senior bidder who will not return from annual leave for two weeks, the same leeway should be provided to an employee on FMLA leave. However, if the employee on FMLA leave bids for a PTF position and will not be able to perform the full duties of the PTF position within a reasonable period of time of the effective date of the assignment, that employee may be disqualified.

2. Are PTF rural carriers eligible to bid on district-wide PTF postings?

- A. The parties agree that part-time flexible rural carriers are eligible to bid on district-wide postings of part-time flexible rural carrier assignments.

3. Are regular rural carriers assigned to routes that are classified as "H" during the two-week sign-up period for the relief day work list (RDWL), permitted to sign the list?

- A. A rural carrier assigned to an H route is not permitted to sign the relief day work list during the two-week period immediately prior to the beginning of each guarantee period, unless the route will have an assigned relief day effective at the beginning of the guarantee period. An exception also applies to carriers assigned to seasonal routes that are classified as H routes during the two-week sign-up period and will change to J or K routes during the high season. These carriers will be permitted to sign the relief day work list.

4. Article 30.2.G of the National Agreement provides situations where substitutes, RCAs, and RCRs assigned to auxiliary routes may elect or is required to serve those auxiliary routes six days per week. Will the parties allow an exception to the six-day assignment if the auxiliary route is considered "seasonal"?

- A. An auxiliary route is considered "seasonal" if that auxiliary

route is created for only a portion of each year (high season) and then eliminated for the remainder of the year as a result of adjustments (low season). The parties agree that the provisions allowing the election of a six-day auxiliary route assignment or the requirement for such assignment in an office that has invoked the formula creates a problem for the employee and the office when the auxiliary route is considered seasonal. Therefore, we agree that any auxiliary route that meets the definition of a seasonal auxiliary route will be prohibited from becoming a six-day assignment. All substitutes, RCAs, or RCRs who accept the assignment to a seasonal auxiliary route will serve the auxiliary route and continue to serve as the primary leave replacement to the assigned regular route. This will be applied to all seasonal auxiliary routes, regardless of whether the office has changed relief days of one or more regular routes in accordance with Article 9, Section 2, Subsection C.5.b.

Sincerely,
Andrea B. Wilson
Manager, Contract Administration
(NRLCA/NPMHU) United States Postal Service

Concurrence:
Steven R. Smith President
National Rural Letter Carriers Association

IMPLEMENTATION GUIDELINES FOR THE RELIEF DAY AND PTF RURAL CARRIER PROVISIONS IN THE EXTENSION TO THE 1995-1999 USPS-NRLCA NATIONAL AGREEMENT

INTRODUCTION

The one year Extension to the 1995-1999 USPS-NRLCA National Agreement contains extensive changes to the relief day and leave replacement provisions. These guidelines provide a summary of the changes and are intended to assist management with implementation of these provisions as they relate to the relief day issue.

RELIEF DAY WORK LIST

A new provision allows regular rural carriers who desire to work their relief days to place their names on a relief day work list in the delivery unit. In order to implement this new provision immediately, there will be 3 two-week initial implementation period for regular rural carriers to sign the relief day work list. This period will begin May 6, 2000 and end May 19, 2000.

At the beginning of this period, management in each delivery unit with rural delivery will establish a list for regular rural carriers to sign indicating their desire to work any relief day needed until the end of the guarantee period. This list will be effective May 20, 2000. If it is necessary to work a regular rural carrier on a relief day, management will select the senior rural carrier on the list with the applicable relief day. Each occasion thereafter, management will rotate the assignment to work the relief day among the rural carriers on the list with the needed relief day.

The regular rural carrier selected to work the relief day will serve on his or her assigned regular route. The leave replacement that would have otherwise been working that route will be utilized on the rural route in the delivery unit without coverage for that day. If the leave replacement has never served that route, but is qualified on other routes in the delivery unit, management may change assignments with another leave replacement who has experience on the route

needing coverage. Substitutes, RCAs and RCRs serving primary assignments and those assigned to auxiliary routes may not have their assignments changed. Management may also assign a TRC to serve the routes needing coverage and place the RCA on a route on which he or she is qualified.

If routes in the delivery unit still do not have coverage after exhausting the relief day work list, management will select regular rural carriers not on the list that have indicated they want to work their relief day on that day, before mandating regular rural carriers, not on the list, by juniority.

Management may bypass a regular carrier (whether they are on the relief day work list or not) if it would cause the carrier to exceed the hours of the annual guarantee or fifty-six (56) actual hours within one (1) week.

Only regular rural carriers whose names are on the relief day work list will be provided one of the three compensation options described below when working the relief day.

It must be emphasized that management must utilize available leave replacements in the delivery unit before assigning a regular rural carrier to work the relief day. Qualified leave replacements must be utilized prior to assigning other leave replacements in the office to work the relief day.

COMPENSATION FOR WORKING RELIEF DAY

All regular rural carriers, not on the relief day work list who work the relief day, will receive compensation at 50% of the carrier's daily rate of pay, in addition to receiving an X day within twelve (12) weeks as scheduled by the Employer.

Regular rural carriers on the relief day work list who work the relief day will select one of the following options:

1. An X day to be immediately scheduled by mutual agreement between the carrier and the Employer. The scheduled X day must be within the next twelve (12) weeks.

2. Compensation at 50% of the carrier's daily rate of pay, in addition to receiving an X day within twelve (12) weeks as scheduled by the Employer,
3. Compensation at 150% of the carrier's daily rate of pay. The carrier will not receive an X day.

The regular rural carrier must make his or her election of the above options, no later than the day of the worked relief day.

Regular rural-carriers working relief days on or after May 20, 2000 who do not receive the corresponding earned X day within the twelve (12) week period, will receive 100% of their daily rate of pay in lieu of the X day that was earned on or after May 20, 2000. The period from the beginning of the guarantee period through the end of the Christmas period is not included when counting the twelve (12) weeks.

Regular rural carriers who earn an X day for working relief days from the beginning of the guarantee period through the end of the Christmas period must receive the X day within the same pay period in which the relief day was worked. Regular rural carriers who do not receive this corresponding earned X day within the same pay period will receive 100% of their daily rate of pay in lieu of the X day.

Regular rural carriers who worked their relief days prior to May 20, 2000 and have not received the corresponding X day will not receive compensation in lieu of the X day. The X days earned prior to May 20, 2000 must be scheduled as soon as possible.

RECORDING TIME FOR REGULAR RURAL CARRIERS WORKING THE RELIEF DAY

Effective May 20, 2000, Days Assigned Carrier Absent (DACA) codes '3' and '5' will be used to indicate the appropriate compensation for regular rural carriers who work their relief days. These codes will be recorded on the *Regular Rural Carrier Time Certificate*, PS Form 1314. The hours worked on the relief day will be recorded on the PS Form 1314 in the Travel Hours' block until PS Form 1314 has been modified, in those situations where regular carriers are not

entitled to additional compensation for working the relief day. DACA code 'R' will be recorded in the appropriate block.

The appropriate method for recording compensation for working the relief day on the PS Form 1314 is explained in the following exhibits.

Exhibit #1

This exhibit applies to: 1) regular rural carriers on the relief day work list that select the compensation option that provides 50% of the carrier's daily rate of pay, in addition to receiving an X day within twelve (12) weeks as scheduled by the Employer, and 2) regular rural carriers that are not on the relief day work list, in either case, when the carrier works his or her relief day, the carrier will receive an additional 50% of the daily rate of pay, in addition to receiving an X day within twelve (12) weeks as scheduled by the Employer.

Enter DACA code '3' for working the relief day in the appropriate block. The actual work hours for that day must be recorded in the **Travel Hours Actual Wkly Hrs and Relief Hours** block.

DAIGNEAULT W										XX-1234		E 123-45-6789		71		K001		B 00 XX						
Name of Assigned Carrier										Finance Number		EIN		District		Route No.		F.I.S.A.		Year				
Daily Assigned Carrier Element										Daily Outgoing		Relief Hours		Relief Hours		Relief Hours		Relief Hours		Relief Hours				
Week	Hours	SP	MO	TU	WE	TH	FR	SA	SU	Tr	EM	Relief	Tr	EM	Relief	Tr	EM	Relief	Tr	EM				
1	43 50																							
2	51 50																							
Week 1 Information										Week 2 Information														
Day/Act	Name of Relief Carrier									EIN		Actual Weekly Hours		Tr	No EM	Second Trip	Whole Miles	Actual Weekly Hours		Tr	No EM	Second Trip	Whole Miles	
78	Wilson A									456-78-9612		08 08		1					Hours 100s					
																			Hours 100s					
																			Hours 100s					
																			Hours 100s					
																			Hours 100s					
																			Hours 100s					
This certifies that the above carrier rendered service in compliance with postal regulations.										Postmaster's Signature		Date		Carrier's Initials		B127 Time (Min)								
										(S) Emma Horn		XX-XX-XXXX		WD										

Exhibit #2

In this exhibit, the regular rural carrier is on the relief day work list. He has selected the compensation option that provides 150% of the carrier's daily rate of pay and will not receive an X day.

DACA code '5' is entered on PS Form 1314 in the appropriate block for working the relief day. The actual work hours for that day must be recorded in the ~~Travel Hours~~ **Actual Wkly Hrs and Relief Hours** block.

WEST R				XX-1234	E 321-43-8765	71	K004	B	00	XX				
Name of Assessee Carrier				Finance Number	SSN	Dist/Act	Route No.	F.L.S.A.	Year	RR				
Relief	Actual	Carrier	Abuse	Daily	Training	COP	Limited	Relief	Second	Route	OT	Miss	Other	Actual
Hours	100s	100s	100s	Hours	100s	Hours	100s	Hours	100s	Hours	100s	Min	Cost	Work
1	52	50	5					8	00					Hours
2	42	00	K											100s
Name of Relief Carrier				EN	Week 1 Information		Week 2 Information							
Dist/Act	Name of Relief Carrier	EN	Actual	Tr	No	Second	Whole	Actual	Tr	No	Second	Whole	Actual	
78	Perron C	678-90-1234	Hours	100s	EM	Trip	Days	08	02	1			Hours	
			Hours	100s				Hours	100s				Min	
			Hours	100s				Hours	100s				Min	
			Hours	100s				Hours	100s				Min	
			Hours	100s				Hours	100s				Min	
			Hours	100s				Hours	100s				Min	
This certifies that the above carrier rendered service in compliance with postal regulations.				Postmaster's Signature	(S) Emma Hom	Carrier's Initial	XX-XX-XXXX	RW	8127 Time (Min)					
PS Form 1314, October 2008 (Page 1 of 2) (7530-01-014-6844)				United States Postal Service Regular Rural Carrier Time Certificate										

Exhibit #3

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

When this situation occurs, DACA code '5' must be entered on the PS Form 1314 in the appropriate block for working the relief day. The actual work hours for that day must be recorded in the ~~Travel Hours~~ **Actual Wkly Hrs and Relief Hours** block.

ANDRZEJCZYK S										XX-1234		E 126-89-0009		71		K025		B 00 XX															
Name of Assigned Carrier										Finance Number		EBN		District		Route No.		F.I.S.A.		Year													
Date Assigned Carrier Assigned										Daily Overtime		Training Hours		COP Leave		Limited Duty Hours		Relief Hours		Second		OT											
Actual Weekly Hours										Hours 100s		Hours 100s		Hours 100s		Hours 100s		Hours 100s		Min		Hours 100s											
5																8 08																	
2																8 00																	
Week 1 Information										Week 2 Information																							
Dest/Att										Name of Relief Carrier		EN		Actual Weekly Hours		Tr		No EM		Second Trip		Whole Miles Div. # 1.000		Actual Weekly Hours		Tr		No EM		Second Trip		Whole Miles Div. # 1.000	
												Hours 100s						Min				Hours 100s				Min							
												Hours 100s						Min				Hours 100s				Min							
												Hours 100s						Min				Hours 100s				Min							
												Hours 100s						Min				Hours 100s				Min							
												Hours 100s						Min				Hours 100s				Min							
												Hours 100s						Min				Hours 100s				Min							
This certifies that the above carrier rendered service in compliance with postal regulations.										Postmaster's Signature		(S) Emma Hom		Date		XX-XX-XXXX		Carrier's Initial		SA													
PS Form 1314, October 2000 (Page 1 of 2) (7530-01-014-8844)										United States Postal Service Regular Rural Carrier Time Certificate																							

ASSIGNMENT OF NON-SATURDAY RELIEF DAYS

Management may assign non-Saturday relief days in limited situations. In those offices where there is an insufficient number of leave replacements and one or more regular carriers are working relief days on more than infrequent occasions, it may be necessary to change the relief day on one or more K routes.

When management determines it is necessary to change the relief day on one or more K routes in an office as a result of the above considerations, the formula provided in Article 9.2.C.5.b, must be applied to determine the number of non-Saturday relief days permitted in the office (including stations and branches). The following is the formula to be used:

Number of leave replacements in the office, minus the number of auxiliary routes, divided by the number of rural routes authorized a relief day, minus 10, multiplied by the number of routes authorized a relief day, rounded down to the next whole number, subtracted from the total number of regular routes authorized a relief day. This is the maximum number of K routes that management may require a non-Saturday relief day.

The following is an example of application of the formula:

- **An office has 13 regular routes (12 K routes and 1 J route) and 2 auxiliary routes.**

- The office has a total of 10 available leave replacements.
- The formula requires that you start with the total number of leave replacements assigned and working in the office and subtract the number of auxiliary routes:

$$10-2 = 8$$

- Then divide by the total number of regular routes authorized a relief day:

$$8/13 = .615$$

- Then subtract .10, a pre-determined flexibility factor:

$$.615-.10 = .515$$

- Then multiply this factor by the total number of routes authorized a relief day and round down to the next whole number. This number is the minimum number of routes on which management must authorize a Saturday relief day:

$$.515 \times 13 = 6.7 \text{ rounded down to } 6 \text{ (routes)}$$

- Subtract this number of routes from the total number of routes authorized a relief day. This final result is the maximum number of K routes on which management may require a non-Saturday relief day:

$$13-6 = 7$$

In this example, management may require no more than 7 K routes to have a non-Saturday relief day.

Management will determine the non-Saturday relief days available for regular rural carriers to select. It is advisable that non-Saturday relief days are evenly spread throughout the week and not grouped to a few single non-Saturdays, e.g., all Mondays and Fridays. This will reduce the likelihood of having to reassign non-Saturday relief days in the future as a result of creating or expanding a PTF assignment.

Management first offers regular rural carriers assigned to K routes with a Saturday relief day the opportunity to change the routes' relief day to a non-Saturday. The only rotating schedule available for management to offer is Friday/Saturday. Each Friday/Saturday rotating relief day or any pair of Friday/Saturday relief days counts as one Friday relief day. Regular rural carriers assigned to K routes with a Saturday relief day that select a Tuesday, Wednesday, or Thursday relief day will be given an incentive of allowing the route's evaluation to increase to 53:00 to 55:00 standard hours through normal growth, and will not be adjusted below this level, except as provided in appropriate regulations.

If a sufficient number of carriers do not select a non-Saturday relief day and the formula provides for additional non-Saturday relief days, management may assign the remaining non-Saturday relief days to K routes in the office. This assignment begins with the junior carrier assigned a K route with a Saturday relief day. The incentive provided to carriers who select a Tuesday, Wednesday, or Thursday relief day is not applicable when management makes the assignments based on juniority.

POSTING NEWLY CREATED AND VACANT ROUTES

The vacancy notice for all routes authorized a relief day will identify the relief day of the route on the posting. All J-routes will be posted with a Saturday relief day. All K routes will be posted with a Saturday relief day unless the route had a non-Saturday relief day when vacated, in this case, the route will be posted with the same non-Saturday relief day. All newly created routes with an authorized relief day, will have a Saturday relief day listed on the vacancy notice.

When awarding the residual vacancy (K route) to a PTF, substitute, or RCA, the relief day will be designated at the exclusive discretion of management. If the formula outlined in Article 9.2.C.5.b requires assignment of a Saturday relief day, a non-Saturday relief day will be designated for the awarded route and a Saturday relief day will be offered to carriers with non-Saturday relief days in the office pursuant to Article 9.2.C.5.e.

ASSIGNMENTS TO AUXILIARY ROUTES

Leave replacements currently assigned to serve an auxiliary route six days per week will continue the six-day assignment. Leave replacements currently assigned to serve an auxiliary route, as well as all other leave replacement duties in the office, will be given the opportunity to elect one of two options. These leave replacements may elect to: (1) serve the auxiliary route six days per week, or (2) serve the auxiliary route and their primary assignment on the regular route only. Those employees who elect to serve the auxiliary route and their primary assignment on the regular route will not serve on any other routes in the office. The effective date of this election will be May 20, 2000.

All auxiliary routes in offices where relief days have been changed to non-Saturday in accordance with Article 9.2.C.5.b. of the Agreement will be six-day assignments. Employees assigned the auxiliary route; and primary regular route at the time management begins to change relief days to non-Saturday, must elect whether to serve the auxiliary route six days per week, or relinquish the auxiliary route and continue as a leave replacement on the regular route to which assigned and other routes in the office.

Leave replacements assigned auxiliary routes as six-day assignments will not be utilized on any other auxiliary route or as a leave replacement on any regular route. The effective date of this election must be within 30 days of the date management began the process of changing relief days.

PART-TIME FLEXIBLE RURAL CARRIER

A PTF rural carrier position has been established to help resolve the leave replacement problem. The position will be available only in those offices where there is a shortage of leave replacements and management has been unsuccessful in all other hiring efforts of RCAs or TRCs.

Maintain Hiring Registers

Management must continue to make every effort to expeditiously fill leave replacement vacancies when they occur. Regular rural carriers shall have the right

to require that a leave replacement be assigned to their route. Management has a reasonable period of time to obtain an RCA or TRC for the route after the carrier's request. The reasonable period has been defined as approximately 120 days. A PTF assignment may be created only after management has been unsuccessful in obtaining RCAs or TRCs for leave replacement vacancies on K routes during this period. Management must ensure that the process to recruit, test, and hire RCAs is continued.

District Review

The district is responsible for ensuring that managers are making every effort to fill leave replacement vacancies with RCAs or TRCs during the reasonable period prior to creating a PTF assignment. Managers should be cautioned that unsuccessful attempts to hire in the past are not sufficient to forego efforts to hire RCAs or TRCs during the reasonable period and immediately create a new PTF assignment.

When a regular rural carrier requires that a leave replacement is assigned to his or her route in accordance with Article 30.2.A.2. and local management believes they may be unsuccessful in obtaining an RCA or TRC, the postmaster should advise the appropriate manager at the district office. Management at the district office will guide the postmaster to ensure every effort is made to obtain an RCA or TRC during the reasonable period provided, prior to being required to create a PTF position.

Creating a PTF Rural Carrier Position

If management is unsuccessful in its initial efforts to obtain RCAs or TRCs to serve on a K route, management may create a PTF position. PTFs must be assigned as the primary leave replacement on more than one regular K route. The PTF rural carrier assignment will only be established with K routes. The assignment will include no less than two (2) K routes and no more than five (5) K routes. No two routes designated as primary assignments may have

the same relief day. Routes may be added to or deleted from the PTF assignment as needed provided the number of K routes assigned continues to be no less than two (2) and no more than five (5). If the PTF is assigned a K route with a non-Saturday relief day that changes classification to a J route, the route's relief day will be changed to Saturday and will be removed from the PTF's assignment,

The PTF rural carrier may be utilized on any regular route in the office where the primary leave replacement is not available. They may not be assigned an auxiliary route, but may be utilized on any auxiliary route in the office where the assigned leave replacement is not available. On a weekly basis, the PTF is entitled to evaluated hours equal to the total of one day's evaluation of each of the primary assignments in accordance with Article 30.2.0 of the National Agreement. The PTF rural carrier is a leave replacement employee. They cannot be a dual appointment and will not be eligible for higher level, non-bargaining detail assignments.

Posting the PTF Rural Carrier Assignment

PTF assignments must be posted for all substitutes and RCAs in the office that have completed their probationary period. The notice must inform bidders that a PTF cannot later decline conversion to regular status. The notice will be posted at the post office of the assignment, including stations and branches, for ten (10) calendar days.

Awarding PTF Assignment

The assignment will be awarded within ten (10) days. First consideration will be given to the substitute rural carrier bidder having accrued the longest period of continuous service as a substitute rural carrier and auxiliary rural carrier in that office. Next consideration will be given to the non-probationary RCA bidder having the longest period of continuous service as an RCA in that office. The successful bidder will be placed in the PTF assignment within twenty-one (21) days of the award.

District-Wide Postings

If the PTF assignment is not filled as a result of the posting at the post office where the vacancy exists, management will post the vacancy within ten (10) days for all substitutes and non-probationary RCAs within the district. The notice will be posted for fifteen (15) days at each office within the district. The order of consideration shall be the same as postings at the vacancy office.

PTF Rural Carrier Benefits

The PTF rural carrier is a career position (Designation Coda 76) and will receive benefits in accordance with ELM provisions.

PTF Rural Carrier Conversion to Regular

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

