

ANALYSIS OF CHANGES NATIONAL AGREEMENT

between

United States Postal Service

and

National Rural Letter Carriers' Association

2006-2010

Handbook EL-902-A

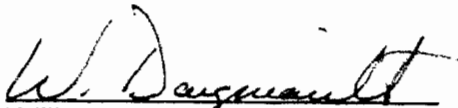
Foreword

The analysis of the 2006-2010 National Agreement between the United States Postal Service (USPS) and the National Rural Letter Carriers' Association (NRLCA) has been prepared to reflect the understanding of both parties of the changes made in the Agreement.

This analysis is not intended to revise, modify, or in any way change the language or the meaning of the Agreement. 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, the language from the Agreement itself, with the changes annotated in bold type, has been included. The language is followed by an analysis, which may indicate only a cosmetic change, and questions and answers, as appropriate.

Our goal in the preparation of this document has been to ensure that management, union, and employees alike are well informed as to the meaning of the 2006-2010 National Agreement and its correct application.



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PREAMBLE

This Agreement (referred to as the USPS-NRLCA 2006 National Agreement) is entered into as of **December 3, 2007**, by and between the United States Postal Service (hereinafter referred to as the "Employer") and the National Rural Letter Carriers' Association (hereinafter referred to as the "Union") and supersedes the provisions of the Extension to the **2000** USPS-NRLCA National Agreement.

Analysis:

The dates were changed to update the references and reflect the effective date of the new Agreement.

ARTICLE 1 UNION RECOGNITION

No change.

ARTICLE 2 NON-DISCRIMINATION AND CIVIL RIGHTS

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

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

Analysis:

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

ARTICLE 7 EMPLOYEE CLASSIFICATIONS

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

- A. Temporary relief carriers are limited term, non-bargaining unit employees who provide service as a leave replacement or auxiliary assistant or provide coverage on auxiliary routes or vacant regular routes. The number of TRCs **that may be hired within an area is limited to 15%** of the **total** number of regular routes in **that area**.
- B. TRCs will be hired pursuant to such procedures as the Employer may establish. Except as provided in 4.C. below, TRCs will be hired for terms not to exceed 359 calendar days and will have a break in service of at least 6 days between appointments.
- C. TRCs hired from the annuitant ranks (Des. Code 70-1) will be hired for terms not to exceed 359 days, with a break in service of at least 6 days between appointments, and will further be limited to 180 work days within each calendar year.

Analysis:

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 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.

ARTICLE 8 HOURS OF WORK

Section 5. Relief Day Worked

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

The first opportunity to sign the relief day work list will be two weeks prior to the beginning of the new guarantee period. The second opportunity to sign the relief day work list will be two weeks prior to the beginning of the first full pay period in May. When a regular rural carrier is needed to work a relief day, due to the unavailability of a leave replacement, the Employer will:

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

Analysis:

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.

ARTICLE 9 COMPENSATION, SALARIES, AND WAGES

Section 1. Salaries and Wages

A. Basic Annual Salary

The basic annual salary schedules in effect on September 2, 2006, with proportional application to hourly rate employees, for those employees covered under the terms and conditions of this Agreement, shall be increased as follows:

1. Effective November 25, 2006

The basic annual salary for each step shall be increased by an amount equal to 1.2% of the September 2, 2006 salary schedule.

2. Effective November 24, 2007

The basic annual salary for each step shall be increased by an amount equal to 1.5% of the September 2, 2006 salary schedule.

3. Effective November 22, 2008

The basic annual salary for each step shall be increased by an amount equal to 1.5% of the September 2, 2006 salary schedule.

4. Effective November 21, 2009

The basic annual salary for each step shall be increased by an amount equal to 1.5% of the September 2, 2006 salary schedule.

Analysis:

The interest arbitration award was received on December 3, 2007. Therefore, salary adjustments were completed (PP3/FY08) to include the salary increase provided in Section A.1 and A.2. Retroactive payments were completed (PP9/FY08) to include the salary increases effective in Section A.1 and A.2.

B. One-Time Cash Payment

1. Regular Rural Carriers

All regular rural carriers covered by this Agreement shall receive a one-time cash payment of **\$686**, not to be included in basic pay.

2. Other Rural Carriers

All other career rural carriers covered by this Agreement who have been paid for less than 2,000 hours during the twenty-six pay periods prior to the effective date of the cash payment, i.e., **December 3, 2007**, shall receive such payment based on their number of paid hours during this period in accordance with the following schedule:

<u>Number of Paid Hours</u>	<u>Percent of Cash Payment</u>
1 and Under 500	25
500 and Under 1,000	50
1,000 and Under 1,500	75
1,500 and Over	100

The percentage determined as a result of the above computation will be applied to the **one-time** cash payment to determine the nonprobationary hourly rate career employee's share of the one-time cash payment. This payment does not become part of the employee's basic pay.

3. Eligibility

a. Regular Rural Carriers

In order to be eligible to receive a one-time cash payment, the employee must be in a full-time regular pay status during the pay period immediately prior to the effective date of the one-time cash payment, i.e., **December 3, 2007**.

b. Other Rural Carriers

In order to be eligible to receive a one-time cash payment, all other career rural carriers hired without time limitation must be in a pay status during at least one of the preceding six (6) pay periods immediately prior to the effective date of the cash payment, i.e., **December 3, 2007**.

Analysis:

A one-time cash payment of \$686 for regular rural carriers and a cash payment for PTF rural carriers, prorated based on the number of hours worked, was completed in PP04/FY08. "Other rural carriers" are PTF rural carriers only.

In order to be eligible for the one-time cash payments the following is required:

- A carrier must have been a regular rural carrier in a pay status during PP24 (beginning Nov. 10, 2007). "In a pay status" means the carrier received all or part of their salary from the Postal Service for work hours or leave hours during the identified period.
- A carrier must have been a PTF rural carrier in a pay status during PP19, 20, 21, 22, 23, or 24 (anytime beginning September 1, 2007 and ending November 23, 2007). "In a pay status" means the PTF rural carrier received all or part of their salary from the Postal Service for work hours or leave hours during any one (or more) of the identified pay periods.

E. Granting Step Increases

The step progression for regular, part-time flexible, substitute, and auxiliary rural carriers shall be as follows:

- From Step A to Step B after 96 weeks.
- From Step B to Step C after 96 weeks.
- From Step C to Step 1 after 44 weeks.
- From Step 1 to Step 2 after 44 weeks.
- From Step 2 to Step 3 after 44 weeks.
- From Step 3 to Step 4 after 44 weeks.
- From Step 4 to Step 5 after 44 weeks.
- From Step 5 to Step 6 after 44 weeks.
- From Step 6 to Step 7 after 44 weeks.
- From Step 7 to Step 8 after 34 weeks.
- From Step 8 to Step 9 after 34 weeks.
- From Step 9 to Step 10 after 26 weeks.
- From Step 10 to Step 11 after 26 weeks.
- From Step 11 to Step 12 after 24 weeks.

Analysis:

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

F. Cost-of-Living Adjustment

1. Definitions

- a. "Consumer Price Index" refers to the "National Consumer Price Index for Urban Wage Earners and Clerical Workers", published by the Bureau of Labor Statistics, United States Department of Labor (1967=100), and referred to herein as the "Index."
- b. "Consumer Price Index Base" refers to the Consumer Price Index for the month of **May 2007** and is referred to herein as the "Base Index."

2. Cost-of-living adjustments, upward, in accordance with the formula in F.3. will be effective on the following dates:

- The second full pay period after the release of the **July 2007** Index.
- The second full pay period after the release of the **January 2008** Index.
- The second full pay period after the release of the **July 2008** Index.
- The second full pay period after the release of the **January 2009** Index.
- The second full pay period after the release of the **July 2009** Index.
- The second full pay period after the release of the **January 2010** Index.
- The second full pay period after the release of the **July 2010** Index.

3. Method of Determination

The basic salary schedules provided for in this Agreement shall be increased 1 cent per hour for each full 0.4 of a point increase in the applicable Index above the Base Index. For example, if the increase in the Index from **July 2007** to **January 2008** is 1.2 points, all pay scales for rural carrier employees covered by this Agreement will be increased by 3 cents per hour multiplied by 2,080 to determine the annual base rate, with proportional application to the evaluated base rates. In no event will a decline in the Index below the Base Index result in a decrease in the pay scale provided for in this Agreement.

Analysis

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

G. Roll-In of Existing COLA

An amount equal to the COLA paid to full-time rural carriers on an hourly basis under the 2006 Agreement will be rolled into RCA/RCR hourly rates **during the first full pay period of February 2011.**

Analysis

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

Section 2. Compensation, Allowances, and Fees

C. Evaluated Compensation

3. Mail Counts

- a. The official evaluation of a route to determine eligibility for evaluated compensation or adjustment in evaluated compensation shall be determined by a mail count. Mail counts will be conducted as follows:
 - (1) In 2008, a national mail count will be conducted for twelve (12) working days beginning February 23, and ending March 7, 2008. **All vacant and auxiliary routes will be counted. The only other routes to be counted will be those in which either the Employer or the regular carrier opts for a count. The mail count will be effective at the beginning of the second full pay period in the calendar month following the count.**
 - (2) In 2009, a national mail count will be conducted for twenty-four (24) working days beginning February 14, and ending March 14, 2009. **All vacant and auxiliary routes will be counted. The only other routes to be counted will be those in which either the Employer or the regular carrier opts for a count.** The mail count will be effective at the beginning of the second full pay period in the calendar month following the count.
 - (3) In 2010, a national mail count will be conducted for **twelve (12)** working days beginning February 27, and ending March 12, 2010. **All vacant and auxiliary routes will be counted. The only other routes to be counted will be those in which either the Employer or the regular carrier opts for a count.** The mail count will be effective at the beginning of the second full pay period in the calendar month following the count.

Analysis:

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.

J. Equipment Maintenance Allowance

3. Rate of EMA

- a. Effective with the quarterly adjustment based on the November 2007 CPI-W, the equipment maintenance allowance base rate shall increase by three cents (3.0¢) to **forty-one and one-half cents (41.5¢)** per mile or major fraction of a mile scheduled per day or **\$16.60**, whichever is greater. **Subsequent base rate adjustments will be as follows:**

<u>CPI-W Trigger</u>	<u>Base Increase</u>	<u>New Base</u>
August 2008	2.0¢	43.5¢
August 2009	2.5¢	46.0¢

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

* * * * *

5. Auxiliary Assistance and Auxiliary Rural Carriers

Unless a USPS owned or leased vehicle is provided, a leave replacement who is performing auxiliary assistance or is employed as an auxiliary rural carrier shall provide a vehicle and, in addition to compensation, shall be paid an EMA on a per-mile or per-hour basis, whichever is greater, based on the **rate in effect under Section 9.2.J.3.** but not to exceed the amount provided for in the special chart for the route stops and miles. Any changes in the EMA

pursuant to the provisions in 9.2.J.3. will result in an adjustment of 5 cents per hour for each adjustment of one-half cent (0.5¢) per mile.

Analysis:

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.

M. Training Pay

- 1. A newly appointed leave replacement rural carrier craft employee will be paid the greater of the actual hours worked or the evaluation of the route (up to 40 hours) for the first five (5) pay periods of employment.**
- 2. A newly appointed rural carrier craft employee or a leave replacement assigned to more than one route will be allowed a reasonable period with pay to become familiar with the route and become proficient.**
- 3. A leave replacement utilized on a route which he/she has not served in the past 12 months will be paid the greater of actual hours worked or the evaluation of the route (up to 40 hours).**

Analysis:

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.

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 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 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

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

Analysis:

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?

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.

ARTICLE 10 LEAVE

No change.

ARTICLE 11 HOLIDAYS

No change.

ARTICLE 12 PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENT

Section 1. Probationary Period

A. Statement of Principle

The probationary period for a new employee appointed as a regular rural carrier shall be ninety (90) calendar days. The Employer shall have the right to separate from its employ any probationary employee at any time during the probationary period, and

these probationary employees shall not be permitted access to the grievance procedure in relation thereto. (See also Article 30.2.B.)

Analysis:

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

Section 3. Rural Carrier Posting

A. Posting Requirements

2. When a rural route becomes vacant, it shall be posted within thirty (30) days from the time it becomes vacant, except:

* * * * *

- c. When an imminent adjustment is contemplated on a vacant route or a vacant route has been subject to an adjustment, that route will be adjusted using the interim adjustment formula, then posted accordingly. The posting of any regular route without a count and official evaluation, plus any possible salary adjustments between the interim adjustment and a **subsequent mail** count will not be subject to the grievance-arbitration procedure in Article 15.

Analysis:

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.

B. Local Posting and Bidding of Regular Rural Routes

1. Post the vacancy at the vacancy post office, including stations and branches, for all regular rural carriers, substitute rural carriers, and rural carrier associates (RCAs) with one (1) year of continuous service as an RCA. The notice shall be posted for ten (10) calendar days.
2. The notice shall **include the following information for the vacant route, as well as for every regular rural route in the office: the official position identification number, the route number, the day of the week of the authorized relief day, whether a USPS vehicle will be provided, the route length, classification, number of boxes, number of stops, the volume factor, whether the route is a seasonal route and physical and other requirements, including possession of a valid State driver's license and, if necessary, a certificate of vehicle familiarization and safe operation. Additionally, the notice shall state that if the carrier is temporarily unable to perform the duties of any bid-for position, the carrier must have on file or submit during the bidding period, medical certification indicating that the carrier**

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

(See Memorandum of Understanding # 7, page 143.)

3. The notice shall clearly state that the bidding is not only for the existing **regular route** vacancy, but also for **eligible rural carriers to bid on any regular route(s) in the office that may become available** as a result of **filling the vacant route on the original posting. The posted notice shall clearly state the method(s) to be used for eligible rural carriers to submit bids, e.g., written, telephone, computer and/or other automated method.**
4. A copy of the notice shall be given to the certified steward of the local Union.
5. When an absent **regular rural carrier, PTF, substitute or RCA** has so requested in writing, stating the employee's mailing address, a copy of any notice inviting bids from the craft shall be mailed to the employee by the installation head **or designee**. Employees in a non-duty status shall not be precluded from bidding, except as otherwise provided in this Agreement.
6. **Where the Postal Service has implemented telephone, computer or other automated bidding, it is mandatory that rural carriers submit the required bidding information using their Employee Identification Number and the bidding method stated on the posting.**
7. **Eligible rural carriers must bid on all routes for which they have an interest, using the official position identification number(s), in the order of preference. The vacant position/route should only be listed as a choice if the carrier will accept that route if it becomes available as a result of filling the vacant route. A carrier who wishes to withdraw or change preferences on his or her bid must do so prior to the closing date of the posting.**
8. **When more than one regular route is posted, a PTF rural carrier(s) has a choice of bidding on residual vacancies based on the longest period of service in the office as a PTF rural carrier. Otherwise, there is no requirement for a PTF to bid.**

(See Memorandum of Understanding # 18, page 161.)

Analysis:

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 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 _____ 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.

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.

Insert SAMPLE Vacancy notice on this page – separate file.

C. Awarding a Vacant Route

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

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

2. The following shall be the order of consideration in the filling of a vacancy:
 - a. All regular rural carriers included in Section 1 above based on the seniority of the carrier.
 - b. The residual vacancy shall be awarded to a regular rural carrier who has been approved for a mutual exchange at the office in accordance with Article 12.5.A.3. **However, mutual exchanges may not be approved in an office to which a rural carrier has retreat rights or to an office that has excess rural carriers.**
 - c. **The residual vacancy shall be withheld when there are excess rural carriers for which there are not sufficient vacancies. The union will be notified of the location and reason, when management determines to withhold vacancies.**
 - d. If a vacancy still exists, it shall be awarded to the part-time flexible rural carrier at the office with the longest period of service in the office as a part-time flexible rural carrier, who will be converted to a regular rural carrier. In no instance will a part-time flexible rural carrier have the right to refuse conversion to regular rural carrier.
 - e. If a vacancy still exists, it shall be awarded to a substitute rural carrier at the post office where the vacancy exists. The vacancy shall be awarded to the substitute applicant having accrued the longest period of continuous service as a substitute rural carrier and auxiliary rural carrier in that office, unless another substitute rural carrier is deemed to be substantially better qualified. Such continuous service is that which occurred immediately prior to the appointment.

- f. Consideration shall be given to a former substitute of that office who accepted appointment as a regular rural carrier at another office between July 21, 1981, and November 12, 1986.

(See Memorandum of Understanding # 3, page 136.)

- g. If a vacancy still exists, it shall be awarded to the RCA applicant having one (1) year of continuous service as an RCA and having accrued the longest period of continuous service as an RCA in that office, unless another RCA is deemed to be substantially better qualified.
- h. Should an RCA, **substitute or PTF rural carrier** on the rolls (non-pay status) pursuant to Article 16.4, be awarded a bid under Article 12.3.C. or D., the RCA's, **substitute's or PTF rural carrier's** conversion to **regular** status will be processed after disposition of the employee's case either by settlement with the Union or through exhaustion of the grievance-arbitration procedure, provided the employee is returned to the rural carrier craft. The effective date of any such employee's conversion to **regular** status will be the pay period of the employee's return to work unless otherwise indicated in the disposition of the employee's case.
- j. If a vacancy is awarded to a part-time flexible rural carrier, substitute rural carrier, or a rural carrier associate, the relief day will be designated at the exclusive discretion of the Employer. If the formula outlined under Article 9.2.C.5.b. requires the assignment of a Saturday relief day, a non-Saturday relief day will be designated for the awarded route and a Saturday relief day will be offered to rural carriers with non-Saturday relief days in the office pursuant to the provisions of Article 9.2.C.5.e.

- 3. The posted route and any other routes resulting from the original posting shall be awarded within ten (10) days to the senior qualified bidder, **unless the residual vacancy has been withheld for an excess rural carrier or temporary reassignment.** The employee shall be placed in the new assignment within twenty-one (21) days of being designated the successful bidder, except in the month of December. If the 21 days expires in December, management may make the placement in December, but in no case will the placement be delayed past the beginning of the first full pay period in January.

Analysis:

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

1. If the vacancy still exists, post the vacancy within ten (10) days for all rural carriers (regular carriers, part-time flexible rural carriers, substitutes, and RCAs with service in excess of one (1) year as an RCA) within the district. The notice shall be posted for fifteen (15) days at each office within the district. **The posted notice shall clearly state the method(s) to be used for eligible rural carriers to submit bids, e.g., written, telephone, computer and/or other automated method. For written bids, the notice will state to whom the bid form is to be sent and the deadline for receipt of the form.** Bids may only be withdrawn during the 15 day posting period.
2. The notice shall state whether a USPS vehicle will be provided, identify the **official position identification number, the route number, length, classification, number of boxes, number of stops, the volume factor, the day of the week of the authorized relief day, whether the route is a seasonal route and physical and other requirements, including possession of a valid State driver's license and, if necessary, a certificate of vehicle familiarization and safe operation.**
3. The order of consideration for district postings shall be:
 - a. **Regular rural carriers based on the seniority of the carrier. Regular carriers who share the same seniority would then be considered by applying Article 12.2.B.1.b.(1) through (6).**
 - b. **Part-time flexible rural carriers based on longest period of continuous service as a part-time flexible rural carrier. Part-time flexible rural carriers who share the same length of continuous service as a part-time flexible rural carrier would then be considered applying Article 12.2.B.2.a. through f.**
 - c. **Substitute rural carriers based on the longest period of continuous service as a substitute rural carrier and auxiliary rural carrier, unless another substitute rural carrier is deemed to be substantially better qualified. Substitutes who share the same length of continuous service as a substitute rural carrier would then be considered by applying Article 12.2.B.3.a.(1) through (5).**
 - d. **Rural carrier associates having one year continuous service as an RCA and having accrued the longest period of continuous service as an RCA, unless another RCA is deemed to be substantially better qualified. RCAs who share the same length of continuous service would then be considered by applying Article 12.2.B.3.b.(1) through (6).**

Analysis:

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

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

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

Analysis:

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.

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

A. General Reassignments

1. When there is an excess rural carrier in an installation, **the carriers may bid in accordance with Article 12.3.C.1. If there is still an excess rural carrier**, the junior rural carrier will be reassigned to an office with existing rural carrier vacancies in accordance with Article **12.3.C.2.c.**

A rural carrier involuntarily reassigned from one installation to another in accordance with Article 12.3.C.2.c. shall be given not less than thirty (30) days advance notice, if practicable. When making reassignments of excess carriers, the provisions of Article 12.5.B.5.c.(1) and (2) shall apply.

2. When a rural route or a substantial portion thereof is transferred from one post office to another, the incumbent has the option of being reassigned to the office(s) to which the employee’s territory is assigned, provided a vacancy exists.
 - a. If the transfer of territory results in an excess carrier and the rural carrier elects to be reassigned with the route or substantial portion thereof, such reassignment shall be considered involuntary, and the employee retains that seniority in accordance with Article 12.2.C.1. If the incumbent does not elect to be reassigned, the junior rural carrier will be involuntarily reassigned to **the office where the territory was transferred** with the carrier’s own seniority. However, any senior rural carrier may elect to be reassigned in lieu of the junior carrier with the seniority of the junior carrier in accordance with Article 12.2.C.2. and this reassignment will be considered voluntary and the carrier will not be entitled to retreat rights.
 - b. If the transfer of territory does not result in an excess carrier, only the incumbent carrier would have the option of being reassigned to the office to which the territory was assigned, and such reassignment would be considered voluntary. However, a carrier with retreat rights to this office would have priority for bidding on the vacancy in accordance with Article **12.5.C.**

Analysis:

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

Rural route consolidations will be handled under the following provisions:

1. All vacant routes will be considered for consolidation. All routes within one (1) office may be considered for route consolidation if a vacancy exists or if no carrier will be excessed from the rural carrier craft in the installation as a result of the consolidation.
2. Consolidations resulting in an excess rural carrier may take place under the following:
 - a. Consolidations of encumbered routes currently evaluating to less than twenty-six (26) hours may be made. **If this causes an excessing situation, which is not eliminated by bidding in accordance with Article 12.3.C.1., reassignments will be made to offices with rural vacancies in accordance with Article 12.5.A.1.**
 - b. Consolidations of encumbered routes currently evaluating twenty-six (26) hours but less than thirty-two (32) hours may be made. **If this causes an excessing situation, which is not eliminated by bidding in accordance with Article 12.3.C.1., reassignments will be made to offices with rural vacancies in accordance with Article 12.5.A.1.**

* * * * *

5. Whenever consolidation of rural routes is planned, the affected rural carriers must be given adequate notice under the following provisions:
 - a. The rural carrier shall be notified of planned consolidation(s) affecting the employee's route. After a consolidation survey has been completed, a copy of Form 500, Survey of Rural Delivery Service, and the interim evaluations shall be provided the rural carrier affected by the consolidation proposal. The rural carrier shall be given an opportunity to submit comments and suggestions in writing at least ten (10) days before a final decision is made. In the event there is a consolidation in the absence of a vacancy, prior to such consolidation, the matter will be reviewed at the area level.
 - b. The rural carriers in **offices where consolidation will result in excessing** will be notified of all offices with vacant routes **where the employees may bid in accordance with Article 12.3.C.1.**

c. If there is still an excess rural carrier, reassignments will be made in accordance with Article 12.5.A.1., and the following provisions shall also apply:

- (1) When two (2) or more rural carriers are notified of the same vacant routes, the **senior** carrier shall have first choice for reassignment to any office with vacant routes within the appropriate area.
- (2) A reassigned rural carrier shall receive moving, mileage and per diem, and reimbursement for movement of household goods, as appropriate. Payment will be governed by the travel regulations as set forth in USPS Handbook F-15, Travel and Relocation.

Analysis:

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

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

Analysis:

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?**
 - 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.

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED EMPLOYEES

No Change.

ARTICLE 14 SAFETY AND HEALTH

No Change.

ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE

Section 3. Procedure

Step 2:

- e. The Union may appeal an adverse Step 2 decision to Step 3 within **fifteen (15)** days after receipt of the Employer's decision, unless the parties' representatives agree to extend the time for appeal. Any appeal must include copies of (1) the joint grievance file, (2) the Employer's written Step 2 decision, and (3) the Step 3 grievance appeal form.

Analysis:

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.

Section 4. Grievance Procedure - General

E. EEO Complaints

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

Analysis:

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

Section 5. Arbitration

B. Selection of Panels

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

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

1. Area Panels

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

2. National Panels

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

Analysis:

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).

ARTICLE 16 DISCIPLINE PROCEDURE

No Change.

ARTICLE 17 REPRESENTATION

C. Other Union Representatives

3. A state steward, an assistant state steward, or an **area steward** may handle a particular grievance in lieu of the local steward only upon written notification by the state steward to the local management.

Analysis:

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 4. Payment of Stewards

The Employer will authorize payment only under the following conditions:

Grievances:

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

Analysis:

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.

Section 5. Union Participation in New Employee Orientation

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

Analysis:

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

A. Deductions by Employer

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

Analysis:

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

No change.

ARTICLE 20 PARKING

No Change.

ARTICLE 21 BENEFIT PLANS

Section 1. Health Benefits

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

- A. The Office of Personnel Management shall calculate the subscription charges under the FEHBP that will be in effect the following January with respect to self only enrollments and self and family enrollments.
- B. The bi-weekly Employer contribution for self only and self and family plans is adjusted to an amount equal to **85% in 2008, 83% in 2009, 82% in 2010, and 81% in 2011** of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. The adjustment begins on the effective date determined by the Office of Personnel Management in January 2008, January 2009, January 2010, and January 2011.
- C. The weight to be given to a particular subscription charge for each FEHBP plan and option will be based on the number of enrollees in each such plan and option for whom contributions have been received from employers covered by the FEHBP as determined by the Office of Personnel Management.
- D. The amount necessary to pay the total charge for enrollment after the Employer's contribution is deducted shall be withheld from the pay of each enrolled employee. To the extent permitted by law, the Employer shall continue to permit employees covered by this Agreement to make their premium contributions to the cost of each plan on a pre-tax basis, and shall continue to extend eligibility to such employees for U.S. Postal Service's flexible spending account plans for unreimbursed health care expenses and work-related dependent child care and elder care expenses as authorized under Section 125 of the Internal Revenue Code.
- E. The limitation upon the Employer's contribution towards any individual employee shall be **88.75% in 2008, 86.5% in 2009, 85.5% in 2010, and 84.5% in 2011** of the subscription charge under the FEHBP in 2008, 2009, 2010 and 2011.

Analysis:

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%

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 3. Written Order

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

Analysis:

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.

ARTICLE 26 ENERGY SHORTAGES

No change.

ARTICLE 27 EMPLOYEE CLAIMS

No change.

ARTICLE 28 EMPLOYER CLAIMS

No change.

ARTICLE 29 LIMITATION ON REVOCATION OF DRIVING PRIVILEGES

No change.

ARTICLE 30 WORKING RULES FOR RURAL CARRIERS

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

A. Appointment

1. Rural carrier associates (RCAs) are selected by the Employer from a register of eligibles established as the result of an open competitive examination, except that the Employer may appoint a former regular carrier in accordance with the Memorandum on page 152. RCAs shall be appointed only to fill leave replacement vacancies on regular routes or auxiliary routes as defined in Article 30.2.F.1. In addition, a part-time flexible rural carrier may be appointed as an RCA provided there is a leave replacement vacancy in the office in which the part-time flexible rural carrier seeks appointment. The part-time flexible rural carrier must resign his or her career position at least six (6) days prior to the effective date of the RCA appointment.
2. The Employer shall make every effort to expeditiously fill leave replacement vacancies when they occur. Regular rural carriers shall have the right to require that a leave replacement be assigned to their route.
3. The establishment of a part-time flexible rural carrier assignment is at the discretion of the Employer. There is no requirement to establish such assignments.

If the Employer decides to establish a part-time flexible rural carrier assignment, it shall be posted at the post office, including stations and branches, for all substitute rural carriers and RCAs that have completed their probationary period. **The posted notice shall clearly state the method(s) to be used for eligible rural carriers to submit bids, e.g., written, telephone, computer and/or other automated method. Where the Postal Service has implemented telephone, computer or other automated bidding, it is mandatory that rural carriers submit the required bidding information, using their Employee Identification Number and the bidding method stated on the posting.** The notice shall state that a part-time flexible rural carrier can not decline conversion to regular status. The notice shall be posted for ten (10) calendar days. **Bids may only be withdrawn during the 10-day posting period.**

(See Memorandum of Understanding # 18, page 161, and Memorandum of Understanding # 7, page 143.)

- a. The assignment will be awarded to the substitute rural carrier applicant having accrued the longest period of continuous service as a substitute rural carrier and auxiliary rural carrier in that office, unless another substitute rural carrier is deemed to be substantially better qualified. Such continuous service is that which occurred immediately prior to the appointment.

- b. If the vacant part-time flexible rural carrier assignment still exists, it shall be awarded to the non-probationary RCA applicant having accrued the longest period of continuous service as an RCA in that office, unless another RCA is deemed to be substantially better qualified.
- c. **Should a substitute or RCA on the rolls (non-pay status) pursuant to Article 16.4., be awarded a bid under Article 30.2.A.3., (including district postings) the RCA's or substitute's conversion to career status will be processed after disposition of the employee's case either by settlement with the Union or through exhaustion of the grievance-arbitration procedure, provided the employee is returned to the rural carrier craft. The effective date of any such employee's conversion to career status will be the pay period of the employee's return to work unless otherwise indicated in the disposition of the employee's case.**
- d. The posted assignment shall be awarded within ten (10) days. The employee shall be placed in the new assignment within twenty-one (21) days of being designated the successful bidder.
- e. If the vacant part-time flexible assignment still exists, post the vacancy, **using the posting criteria as outlined in item 3. above**, within ten (10) days for all part-time flexible rural carriers, substitutes and non-probationary RCAs within the district. The notice shall be posted for fifteen (15) days at each office within the district. Bids may only be withdrawn during the 15 day posting period.
- f. The order of consideration shall be **part-time flexible rural carriers based on the longest period of continuous service as a part-time flexible rural carrier; substitute rural carriers based on the longest period of continuous service as a substitute rural carrier and auxiliary rural carrier; and non-probationary RCAs based on the longest period of continuous service as an RCA.** Awarding the assignment shall be the same as stated in subsections c. and d. above.
- g. **If the part-time flexible rural carrier assignment was not filled as a result of the district posting referenced above, management may fill the assignment in accordance with Handbook EL-312, Employment and Placement. This includes, but is not limited to, the reassignment of a qualified regular rural carrier, part-time flexible rural carrier, substitute or RCA.**

Analysis:

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.

B. Probationary Period (See also Article 12.1)

* * * * *

- 6. **A change from part-time flexible rural carrier to rural carrier associate shall not require a new probationary period.**
- 7. **A change from regular rural carrier to rural carrier associate shall not require a new probationary period.**
- 8. **A change from regular rural carrier to part-time flexible rural carrier shall not require a new probationary period.**

Analysis:

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

E. Filling a Leave Replacement Vacancy

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

Analysis:

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.

F. Reassignment (Transfer) to Another Office

1. A substitute, rural carrier associate, or rural carrier relief employee, who has completed the probationary period and then submits a written request for reassignment, may be reassigned from one office to another, provided a vacancy exists in the leave replacement ranks **in** the office to which **reassignment is requested**. A vacancy exists if a regular route does not have an assigned leave replacement or the only route in the office is an auxiliary route and there is no assigned leave replacement. Such reassignment shall be considered an in-service placement.

Analysis:

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

ARTICLE 31 UNION-MANAGEMENT COOPERATION

Section 2. Information Provided by Employer

The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information. **When the Union has previously failed to pay a fee within 30 days of billing, prior to fulfilling another information request, the Union will be required to pay the full amount owed and make advance payment of the estimated fees associated with its current information request.**

Requests for information relating to local matters **must** be submitted by an **authorized steward in writing** to the installation head or designee. All other requests for information shall be directed by the National President of the Union to the Vice-President, Labor Relations or designee.

The Employer shall provide the Union at its national headquarters, **in an electronic format to which the parties have agreed, the following reports at the identified intervals listed below. In the event the parties agree to any future changes to any report the costs associated with such changes will be paid by the party making the request.**

A. Changes to Designations of Bargaining Unit Employees

The Employer shall provide the Union at least once a month with a list of hires, promotions, demotions, and separations of bargaining unit employees for the Union.

B. Bargaining Unit Employees' Information

The Employer shall provide the Union at least once a month a report containing the following information concerning employees in the bargaining unit: name, full address,

Employee Identification Number, district, craft designation, health benefits enrollment code number, post office name, finance number, and class.

C. Route Evaluation Report

The Employer shall provide the Union a report of route evaluations containing the following information: Office Finance Number, Post Office and ZIP Code, Route Number, Length of Route, Carrier's Step, Total Standard (Hours and Minutes), Total Actual (Hours and Minutes), Number of Vehicle Stops, Number of Boxes, Office Standards (Hours and Minutes), Route Standards, Boxholders, Method of EMA, Volume Factor, Route Classification (M,H,J,K,L) and Withdrawal Allowance. This report will be provided as soon as possible after the effective date of a mail count but no later than five pay periods after that date.

D. Mail Count Data Report

The Employer shall provide the Union with the expanded mail count report as soon as possible after the effective date of a mail count but no later than five pay periods after that date.

E. DACA Code P Report

The Employer shall provide the Union with a report that will indicate all rural carriers who have been paid DACA Code P. The report will be provided every pay period.

F. DACA Code 3 and 5 Report

The Employer shall provide the Union with a report that will include the total hours and payment for DACA Code 3 and total hours and payment for DACA Code 5. The report will be provided every pay period.

Except as specified above, nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

Analysis:

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 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.

ARTICLE 32 SUBCONTRACTING

No change.

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

No change.

ARTICLE 37 SCOPE OF AGREEMENT

No change.

ARTICLE 38 SEPARABILITY AND DURATION

Section 2. Effective Date and Duration

Unless otherwise provided, this Agreement shall be effective on **December 3, 2007** and shall remain in full force and effect to and including 12 midnight November 20, 2010, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration date of the Agreement.

Analysis:

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

MEMORANDA OF UNDERSTANDING

1. Initiation of National Mail Count

No change.

2. Recognition of Principles of Evaluated System

No change.

3. Bid Rights of Former Substitutes

Analysis:

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

No change.

6. Relinquishment of Route Due To Job-Related Injury

Analysis:

Cosmetic change to reflect the appropriate reference to Article 12.

7. Bid Rights for Employees Temporarily Unable to Perform All Duties

It is agreed that the following procedure will be used in situations in which an employee is temporarily unable to **perform** all of the duties of his or her normal rural carrier assignment.

1. Regular rural carriers who are temporarily unable to fully perform the duties of the bid-for position will be allowed to bid for a rural carrier assignment in accordance with Article 12.3.B. of the USPS-NRLCA National Agreement, provided the employee will be able to perform the duties of the bid-for position within the lesser period, either; **six (6) months** from the time the bid is submitted or the remainder of the two (2) year period described in MOU #6 regarding relinquishing the route when a **regular carrier** is unable to perform all the duties of the assigned rural route for a period of two years. During this period, the position shall be held in abeyance and shall not be awarded to the employee until such time that he or she is able to perform the duties of the bid-for position. **A regular carrier that has relinquished his or her route in accordance with MOU #6 is not eligible to hold an assignment in abeyance pursuant to this MOU.**
2. **Substitutes and Rural Carrier Associates (RCA) who are temporarily unable to fully perform the duties of a bid-for regular rural carrier position or a Part-time Flexible Rural Carrier (PTF) position will be allowed to bid for the rural carrier assignment in accordance with Article 12.3. or Article 30.2.A.3. of the USPS-NRLCA National Agreement, provided the employee will be able to perform the duties of the bid-for position within six (6) months from the time the bid is submitted. During this period, the position shall be held in abeyance and shall not be awarded to the employee until such time that he or she is able to perform the duties of the bid-for position.**
3. **PTF rural carriers who are temporarily unable to fully perform the duties of a vacant regular position, will not be awarded the regular position and the vacant regular position shall be held in abeyance provided the employee will be able to perform the duties of the regular position within six (6) months from the time the position would have been awarded in accordance with Article 12.3.C.3. During this period, the position shall be held in abeyance and shall not be awarded to the employee until such time that he or she is able to perform the duties of the bid-for position.**
4. An employee currently holding an assignment in abeyance in accordance with **items 1. or 2. above**, may elect to bid on other vacancies **in accordance with Article 12.3.** Should the employee become the successful bidder, the employee relinquishes the first assignment and the subsequent assignment is held in abeyance for the remainder of

the period described above in items 1. or 2. Pursuant to Article 12.3., when vacant regular rural routes are posted at the post office where a PTF rural carrier is currently holding a regular rural route assignment in abeyance in accordance with item 3. above, the PTF will be permitted to bid on other vacant regular routes. The PTF must submit a written bid during the 10-day posting period. Should the PTF become the successful bidder, the PTF relinquishes the assignment being held in abeyance and the subsequent assignment is held in abeyance for the remainder of the period described above in item 3. Submitting a bid for other vacancies pursuant to this item does not extend the time period described above in items 1., 2. or 3. An employee must be able to perform the duties of the subsequent assignment within the abeyance period established by the first bid under this MOU.

5. At the time of submission of the bid the employee **must have on file or must provide** medical certification indicating that the employee will be able to fully perform the duties of the bid-for position within the period described in items 1., 2., 3. or 4. If the employee fails to provide such certification, the **position will not be held in abeyance and will be awarded to the next senior bidder in accordance with Article 12.3. or Article 30.2.A.3.** Under such circumstances, the employee shall not be permitted to **hold any positions in abeyance until they have returned to full duty.**
6. If at the end of the **abeyance** period described in items 1., 2., 3. or 4, the employee is **still unable to** perform the duties of the bid-for position, **the position shall be reposted for bidding in accordance with Article 12.3. or Article 30.2.A.3. of the USPS-NRLCA National Agreement and the employee** shall not be permitted to **hold any positions in abeyance until they have returned to full duty.**
7. **When an absent regular, PTF, substitute or RCA rural carrier has so requested in writing, stating the employee's mailing address, a copy of any notice inviting bids from the craft shall be mailed to the employee by the installation head or designee.**

Analysis:

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.

8. Right-Hand Drive Vehicles

1. Right-Hand Drive Vehicles Manufactured

The parties recognize the value of rural carriers operating right-hand drive vehicles on rural routes and, therefore, agree that during the term of the 2006 National Agreement, a regular rural carrier, **part-time flexible rural carrier, substitute, rural carrier relief, or rural carrier associate employee who has completed his/her probationary period**, who purchases a **manufactured** right-hand drive vehicle, will receive a one-time payment of **\$1,000** for purchasing and utilizing the right-hand drive vehicle for the purpose of providing service on his/her **assigned** route (s).

A vehicle will be considered a manufactured right-hand drive vehicle provided it falls into one of the two categories that follow:

A. Factory Right-Hand Drive Vehicle

- 1. The right-hand drive vehicle purchased must be a new current model year vehicle or prior model year vehicle that has not**

previously been titled; and

2. The manufacturer such as Chrysler or Subaru produces the vehicle as a right-hand drive vehicle; or

B. Re-Engineered Right-Hand Drive Vehicle

1. The vehicle must be five years or less in age at the time the rural carrier has the vehicle re-engineered;
2. The vehicle has been re-engineered to right-hand drive specifications as determined or approved by the parties;
3. The steering wheel is affixed on the right-hand side of the front passenger compartment and is the only steering column of the vehicle;
4. The brake and gas pedals are fixed and mounted on the right-hand side of the front passenger compartment and are the only brake and gas pedals for the vehicle;
5. The vehicle is equipped with an automatic transmission; and
6. The horn, turn signals, and warning lights are easily accessible to the driver.

In order to receive the incentive, no rural carrier may have previously received an incentive payment for the vehicle. A right-hand drive modification kit or surplus USPS vehicle is not considered a valid purchase for **the manufactured vehicle** incentive payment. Additionally, the carrier must commit to use the purchased right-hand drive vehicle to serve the route for a period of three (3) years.

2. Right-Hand Drive Vehicles Conversions

In further recognition of the value of rural carriers operating right-hand drive vehicles on rural routes, the parties agree that during the term of the 2006 National Agreement, rural carriers who convert a vehicle to a right-hand drive configuration, will receive a one-time incentive payment of \$500 for utilizing the vehicle in an acceptable right-hand drive configuration for the purpose of providing service on his/her assigned route(s).

- A. In order for a rural carrier to be eligible for the \$500 conversion incentive payment, the vehicle converted to a right-hand drive configuration must be five years or less in age at the time of conversion. The right-hand drive conversion is considered acceptable if:**
1. **The right-hand drive steering wheel operates the vehicle turning mechanism via a pulley or chain system attached to the primary steering column or the right-hand drive steering column is fixed directly into the gearbox of the vehicle;**

2. **The brake and gas pedals are fixed and mounted on the right-hand side of the front passenger compartment. The brake and gas pedals may operate the primary vehicle pedals via a metal bar or other device;**
3. **The vehicle is equipped with an automatic transmission;**
4. **The horn, turn signals, and warning lights are reasonably accessible to the driver from the right-hand side sitting position;**
5. **The vehicle must be able to pass state vehicle inspection in the state the vehicle is registered and the state in which it is operated; and**
6. **The conversion does not interfere with vehicle standard safety equipment such as airbags, and does not cause Department of Transportation issues.**

Converted vehicles not meeting these requirements are considered unacceptable right-hand drive conversions and no incentive will be paid. Also, a vehicle could be unacceptable if there is any other reason to believe the conversion mechanism is unsafe. Passengers cannot be carried in the left-hand front seat of a pulley- or chain-operated system while the carrier is using the vehicle to perform his/her official duties associated with route delivery. Additionally, the carrier must commit to use the converted right-hand drive vehicle to serve the assigned route(s) for a period of three (3) years.

3. Right-Hand Drive Vehicles – Used

During the term of the 2006 National Agreement, rural carriers who purchase used right-hand drive vehicles, manufactured or converted, meeting the restrictions as found in 1. or 2. above, on which a \$1,000 or \$500 incentive payment has not been previously paid, will be eligible for a \$500 incentive payment provided that the vehicle is five years or less in age at the time of purchase and the carrier commits to use the right-hand drive vehicle to serve the assigned route(s) for a period of three (3) years.

4. Assignment

The Postal Service also agrees that any **regular** carrier who **is eligible to receive an incentive payment under this MOU**, will not be assigned a postal-owned or postal-leased vehicle for a three-year period from the date of purchase of **or conversion to a** right-hand drive vehicle. This three-year period will remain in effect as long as the carrier remains on a route on which no postal vehicle is provided and continues to utilize the right-hand drive vehicle to effect delivery. Discontinued use of the right-hand drive vehicle will void the three-year waiver and could result in full or partial recovery of any incentive payment.

In order to be eligible for the three-year waiver, a **regular** rural carrier must advise the postmaster/manager, in writing, that he/she intends to purchase a right-hand drive vehicle **or convert a vehicle to a right-hand drive configuration** for use on the route(s) and that the purchase **or conversion** will be completed within **sixty (60) calendar days**. The

postmaster/manager must advise the carrier, in writing, within **ten (10)** working days as to whether or not the Postal Service intends to provide a vehicle for the route.

The Postal Service may advise the carrier anytime during the three-year waiver period of its intent to provide a vehicle at the end of the period. The applicable provisions of the March 7, 1988 Memorandum of Understanding concerning Employer-provided vehicles to rural routes would go into effect at that time.

The incentive payment and three-year waiver do not apply when a carrier purchases, **re-engineers, or converts a vehicle to** a right-hand drive vehicle after being notified by the Postal Service of its intent to provide a postal-owned or postal-leased vehicle for the route, or when a carrier is assigned to or bids on a route which already has a postal-owned or postal-leased vehicle assigned to the route.

5. Incentive Payment

Rural carrier eligibility for **an** incentive payment and three-year waiver will be in effect over the term of this Agreement. **In order to receive the manufactured vehicle \$1,000 incentive payment, the rural carrier must submit a copy of the vehicle sales receipt or a receipt for the re-engineering** dated within the term of **the 2006 Agreement, the vehicle identification number** and postmaster/manager certification. **In order to receive the used right-hand drive vehicle or vehicle conversion \$500 incentive payment, the rural carrier must submit a copy of the vehicle or conversion kit sales receipt dated within the term of the 2006 Agreement, the vehicle identification number and postmaster/manager certification that the carrier has purchased or converted a right-hand drive vehicle for use on the route.**

Any previously-owned manufactured or converted right-hand drive vehicle on which an incentive payment has been previously paid, will not qualify for a second \$1,000 or \$500 incentive payment. No rural carrier may receive an incentive payment more than once every three years. Incentive payment requests will be submitted based on instructions issued by appropriate district personnel.

Analysis:

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.

**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

**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: _____

9. Availability of USPS Surplus Vehicles

No change.

10. Appointment of Regular Carrier to RCA Upon Relocation

No change.

11. Joint Education and Training Fund

Analysis:

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

12. Part-time Flexible Rural Carrier Court Leave

- 1. One year following the effective date of the 2006 National Agreement, part-time flexible rural carriers shall be eligible for court leave as defined in Employee and Labor Relations Manual Part 516.1. and Part 516.31.**
- 2. A part-time flexible rural carrier will be eligible for court leave if the employee would otherwise have been in a work status or annual leave status.**
- 3. If eligibility is established under paragraph 2, the specific amount of court leave for an eligible part-time flexible rural carrier shall be determined on a daily basis as set forth below :**
 - a. If previously scheduled for a full assignment(s) on a regular and/or auxiliary route, the evaluation of the full assignment on the regular and/or auxiliary route(s);**
 - b. If previously scheduled to perform auxiliary assistance, the number of hours the part-time flexible rural carrier would have reasonably worked in the performance of the assignment(s) at the attained straight time rate;**
 - c. If previously scheduled for annual leave, the number of hours at the attained straight time rate with the hours previously requested and granted annual leave restored to the employee's annual leave balance.**
- 4. The amount of court leave for part-time flexible rural carriers shall not result in more than 40 hours in a service week when combined with work hours and any other leave.**

Analysis:

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

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

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

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

Analysis:

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.

14. Workplace Environment

No change.

15. "L" ROUTE PROFILE

No change.

16. Sick Leave for Dependent Care

Analysis:

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

17. Leave Sharing

Analysis:

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

18. Rural Bidding

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

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

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

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

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

Regular Rural Carriers

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

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

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

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

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

Part-time Flexible (PTF) Rural Carriers

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

Substitutes and Rural Carrier Associates (RCAs)

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

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

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

Part-time Flexible Rural Carrier Assignments

When a part-time flexible rural carrier assignment is posted in accordance with Article 30.2.A.3., eligible substitute rural carriers and RCAs are simply bidding to be converted to a career status PTF. The specific route assignments are not to be included on the posting notice. When an office posts more than one PTF position, the eligible substitute rural carriers and RCAs will need to submit a bid for each position by the official position identification number to be considered for each assignment.

Telephone Bidding System

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

- 1. There will be a toll-free telephone number available from any telephone, as well as TDD.**

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

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

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

Analysis:

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

Analysis:

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

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

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

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

Analysis:

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

Postal customers are experiencing a changing business environment which provides alternate access channels to satisfy their postal needs. As a result, the stamp purchasing practices of customers residing on rural routes have changed.

In an effort to better utilize the current stamp stock weekly credit during the term of this Agreement, the parties agree that, in addition to serving the stamp sale needs of its customers, rural carriers will engage in revenue generating initiatives.

Initiatives for generating revenue would include rural carriers submitting leads from business customers currently utilizing our competitors; increasing customer awareness of our products and services; and informing customers of the USPS website usps.com in an attempt to promote alternate access to Postal products and services.

The parties agree that employee involvement in generating revenue is an essential element in ensuring the success of the Postal Service.

Analysis:

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:

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.

ADDITIONAL MEMORANDA OF UNDERSTANDING

The following MOUs resulted from the 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
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 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 I, Change of Address, which is two (2) minutes or in Column R, Other Suitable Allowances, 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 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 for these COAs when the 3982 label is received. This will result in a credit of two (2) minutes.