

**Special Contract Edition** 

# NRLCA & USPS Reach Tentative Agreement

#### THE NATIONAL RURAL LETTER CARRIER

Official Monthly Publication of the NATIONAL RURAL LETTER CARRIERS' ASSOCIATION Established in 1903 1630 Duke Street, Fourth Floor Alexandria, VA 22314-3465 Tel: 703-684-5545 Web Site Address – http://www.nrlca.org/

#### **NATIONAL OFFICERS**

Donnie Pitts, President Don Cantriel, Vice President Clifford D. Dailing, Secretary-Treasurer Randy Anderson, Director of Labor Relations Ronnie Stutts, Director of Steward Operations

Jeanette Dwyer, Executive Committeeman Tel: 910-646-3052 P.O. Box 477, Lake Waccamaw, NC 28450-0477

5

Francis J. Raimer, Executive Committeeman Tel: 401-397-9325

P.O. Box 1365, Coventry, RI 02816-1365 Bill Gordon, Executive Committeeman

Tel: 817-444-0752 P.O. Box 1409, Azle, TX 76098-1409

Joey Johnson, Executive Committeeman Tel: 610-718-1144 P.O. Box 355, Pottstown, PA 19464-0355

LEGISLATIVE STAFF

Christine Baker, Asst. Director of Governmental Affairs Paul Swartz, Asst. Director of Governmental Affairs Ken Parmelee, Senior Advisor for Governmental Affairs Kevin P. Talley, Governmental Affairs Assistant

> WORKERS' COMPENSATION Mike Watson 503-653-2911 (Oregon)

#### RURAL CARRIER BENEFIT PLAN

Clifford D. Dailing, Director of Health Programs Lawrence J. Waligora, Manager of Health Programs 1630 Duke Street, Suite 100 Alexandria, VA 22314-3466 Tel: 703-684-5552 CLAIMS INQUIRY

Rural Carrier Benefit Plan, P.O. Box 668329, Charlotte, NC 28266-8329 800-638-8432

#### RURAL CARRIER AUTO AND HOMEOWNERS INSURANCE PLANS

P.O. Box 66937, St. Louis, MO 63166-6937 Service: 800-325-1190 – Claims: 800-325-1088 Sales: 800-847-2886 – Homeowners: 866-366-4607

> EDITORIAL STAFF – NATIONAL OFFICE Don Cantriel, Editor Melissa Ray, Managing Editor/Advertising Clifford D. Dailing, Associate Editor Pat Gunnell, Auxiliary Editor

Postmaster: Send Change of Address to: 1630 Duke Street, Fourth Floor Alexandria, VA 22314-3465

The National Rural Letter Carrier (SSN 0028-0089) is published monthly, by the National Rural Letter Carriers' Association, 1630 Duke Street, Fourth Floor, Alexandria, VA 22314-3465. Periodicals postage paid at Alexandria, VA and additional mailing offices. Postmaster: Send address changes to The National Rural Letter Carrier, 1630 Duke Street, Fourth Floor, Alexandria, VA 22314-3465. It is a monthly for 108,000 members of the NRICA, providing news and information for regular, substitute and retired carriers, RCRs & RCAs, the Auxiliary and Juniors. The NRICA magazine is provided under the requirements of the NRICA Constitution and Bylaws automatically to each member. It is available to surviving spouses at the rate of \$150 per year. These rates became effective 10-16-02.



# TABLE OF CONTENTS

- **3** From the Desk of President Donnie Pitts
  - Tentative Contract Language and Explanations
    - Compensation, Salaries, and Wages, p. 5
    - No Layoffs or Reduction in Force, p. 8
      - Hours of Work, p. 8
      - Principles of Seniority, Posting, and
    - Reassignment, p. 9

Grievance and Arbitration Procedure, p. 14

- Representation, p. 15
- PO-603, p. 16
- Benefit Plans, p. 17
- Higher Level Assignments, p. 17
- Working Rules for Rural Carriers, p. 17

Union-Management Cooperation, p. 19

Memoranda of Understanding, p. 21

**36** Ratification Meeting Dates

B receiver 1



# From the Desk of NRLCA President Donnie Pitts

n this special edition of *The National Rural Letter Carrier* you will find the details of the tentative agreement reached with the United States Postal Service for a new four-year contract. You will also find information detailing the ratification process, including the January 2007 ratification meeting schedule.

I am extremely proud of what the NRLCA has

"I am extremely proud of what the NRLCA has been able to achieve for rural carriers across the country. This is an excellent contract."

been able to achieve for rural carriers across the country. This is an excellent contract. Our goal back in late August when bargaining commenced was to build a negotiations process that rewarded initiative rather than intransigence and to engage the Postal Service in meaningful and substantive dialogue about the core issues affecting rural carriers.

We met with the Postal Service bargaining team multiple times each week over the course of the last 3 months. We began round-the-clock meetings on November 16 and continued intensive negotiations until reaching a tentative agreement

**Special Edition** 

on December 8. We talked about our core issues at every bargaining session and we insisted on candid discussion about these and other issues.

From the beginning, we stressed the need to continue with annual general wage increases and cost-of-living adjustments. We now have a tentative four-year agreement that provides for general wage increases of 1.2 percent each year which

> should, when combined with COLA, more than keep pace with inflation. As you know, COLA is the principal driver of wages in Postal Service contracts and while the Postal Service has long threatened to do away with COLA, we prevailed upon the Postal Service to continue COLA payments for the term of the 2006-2010 Agreement.

> As for postal-provided vehicles and EMA, we wanted more of both. And we got more of both. We have secured an additional 15,000 USPS-provided righthand drive vehicles, which will be

deployed in increments of 3,000 vehicles per year over five years beginning January 1, 2009. This means that by the end of 2013, more than 40,800 postal-provided right-hand drive vehicles will be deployed on rural routes.

We pushed and prodded for more EMA at every turn and we offered a variety of proposals addressing the EMA problem. In the end, we negotiated a 5.5 cent increase to the base EMA rate over the term of the Agreement. It was imperative that we increase the base by 3 cents in the first year and that we achieve a record increase by the end of the Agreement. A 5.5 cent increase is by far the largest ever in one contract. We also negotiated a \$1,000 incentive for the purchase of new righthand drive vehicles and \$500 incentives each for used right-hand drive vehicles and approved right-hand drive conversion kits.

The tentative agreement also contains many important work rule changes from transitioning to telephone and computer bidding, to adding an additional 5 days for appeals to Step 3 of the grievance procedure, to giving new relief employ-

## "A 5.5 cent increase in EMA is by far the largest increase ever in one contract."

ees the opportunity to earn the greater of actual or evaluated hours for the first 5 pay periods of employment. We did give the Postal Service some flexibility in reassignments pursuant to Article 12, and streamlined that Article but we retained the principle that reassignments should be as close to home as possible. We also agreed to change the COA standard as that work function has changed considerably with the implementation of PARS. In addition, the Postal Service will be making an operational change to the way markups are handled and will no longer require that each markup be individually endorsed. The credit for each bundle will remain fifteen seconds. It would have been impossible to negotiate an agreement without some compromises, and these are the areas in which we chose to do just that.

Finally, health care costs were at the top of the Postal Service's agenda during bargaining and all four of the unions knew that. Even the city carriers, who were unable to reach an overall agreement with the Postal Service, were prepared to do something on health care. When the clerks agreed

> to a 1 percent reduction a year in the employer's share of health insurance premiums, we determined that holding the line was unlikely so we agreed to the same reduction rather than risk a greater reduction in interest arbitration.

> Of course there are tradeoffs in any negotiated contract, but we believe that in this tentative agreement the positives far outweigh the negatives. Wages will go

higher. COLA is retained. Fifteen thousand more postal-provided right-hand drive vehicles will be deployed on rural routes and carriers using their own vehicles will see a substantial increase in the base rate of EMA. Relief employees will get the help they need when joining the workforce which should improve hiring and retention and the list goes on.

The National Board believes that this tentative agreement will advance the interests of all rural carriers, and we urge you to support the craft and our union and vote "yes" in favor of ratification.

The term of this tentative agreement will be 4 years: from the signing of the agreement until November 20, 2010.

# Tentative Contract Language & Explanations

Note: Changes are indicated in bold, underlined text. Asterisks indicate language in the section has not changed.

#### ARTICLE 9 COMPENSATION, SALARIES, AND WAGES

#### Section 1. Salaries and Wages

#### A. Basic Annual Salary

The basic annual salary schedules in effect on <u>September 2, 2006</u>, 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 basic annual salary for the grade and step in effect on September 2, 2006.

#### 2. Effective November 24, 2007

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

#### 3. Effective November 22, 2008

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

#### 4. Effective November 21, 2009

The basic annual salary for each step shall be increased by an amount equal to 1.2% of the basic annual salary for the grade and step in effect on September 2, 2006. **Explanation:** The percentage of the general wage increases provided for during the term of the Agreement and the effective dates of the increases are found in this article. There will be general wage increases of 1.2% on November 25, 2006, November 24, 2007, November 22, 2008, and November 21, 2009.

The 1.2% in 2006 for a 40-hour route at step 12 will be approximately \$569 per year. This would equate to approximately \$2,276 increase to the base salary for the four-year contract.

The 1.2% in 2006 for a 44-hour route at step 12 will be approximately \$654 per year. This would equate to approximately \$2,616 increase to the base salary for the four-year contract.

The 1.2% in 2006 for a 46-hour route at step 12 will be approximately \$697 per year. This would equate to approximately \$2,788 increase to the base salary for the four-year contract.

The 1.2% in 2006 for a 48-hour route at step 12 will be approximately \$740 per year. This would equate to approximately \$2,960 increase to the base salary for the four-year contract.

#### E. Granting Step Increases

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

—From Step A to Step B after 96 weeks of satisfactory service.

—From Step B to Step C after 96 weeks of satisfactory service.

—From Step C to Step 1 after 44 weeks of satisfactory service.

#### **Special Edition**

-From Step 1 to Step 2 after 44 weeks of satisfactory service.

—From Step 2 to Step 3 after 44 weeks of satisfactory service.

—From Step 3 to Step 4 after 44 weeks of satisfactory service.

—From Step 4 to Step 5 after 44 weeks of satisfactory service

—From Step 5 to Step 6 after 44 weeks of satisfactory service.

—From Step 6 to Step 7 after 44 weeks of satisfactory service.

—From Step 7 to Step 8 after 34 weeks of satisfactory service.

—From Step 8 to Step 9 after 34 weeks of satisfactory service.

—From Step 9 to Step 10 after 26 weeks of satisfactory service.

—From Step 10 to Step 11 after 26 weeks of satisfactory service.

—From Step 11 to Step 12 after 24 weeks of satisfactory service.

**Explanation:** The printing of the new contract will provide the language in this article which represents an agreement previously reached by the parties by striking the words "of satisfactory service" from each step.

#### 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 <u>July 2006</u> 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:

> <u>The second full pay period after the</u> release of the January 2007 Index

> The second full pay period after the release of the July 2007 Index

> <u>The second full pay period after the</u> release of the January 2008 Index

➤ The second full pay period after the release of the July 2008 Index

> <u>The second full pay period after the</u> release of the January 2009 Index

> The second full pay period after the release of the July 2009 Index

> <u>The second full pay period after the</u> release of the January 2010 Index

> <u>The second full pay period after the</u> release of the July 2010 Index

**Explanation:** Cost-of-Living Adjustments (COLA) will remain the same except that the date in this article was changed from October 2004 to July 2006 to reflect a change to the "Base Index" for calculating the COLA. The dates for the future changes to the base salary schedule determined by the change in CPI-W are also indicated in this article.

#### G. Roll-in of Existing COLA

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

**Explanation:** The language in this article was changed to indicate the time frame for the COLA roll-in for RCAs and RCRs.

### Section 2. Compensation, Allowance, 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 <u>2007</u>, a national mail count will be conducted for <u>twenty-four (24)</u> working days beginning February 17, and ending March <u>17</u>, 2007. 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 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.

(3) In 2009, a national mail count will be conducted for <u>twenty-four (24)</u> working days beginning February 14, and ending March <u>14, 2009</u>. <u>All vacant and auxiliary</u> <u>routes will be counted. The only other</u> <u>routes to be counted will be those in</u> <u>which either the employer or the regular</u> <u>carrier opts for a count</u>. The mail count will be effective at the beginning of the second full pay period in the calendar month following the count. (4) 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.

(5) The Employer reserves the right to conduct a national count of mail for all rural routes during the last twelve (12) working days in September of any year. The Employer agrees to notify the Union at the national level at least thirty (30) days in advance of the commencement of the count.

**Explanation:** The dates for the mail counts that will be conducted during the term of this contract are found in this section. It should be noted that each of these counts are "opt-in" counts, which means that either the carrier or a manager will have to opt-in before a route will be counted.

## J. Equipment Maintenance Allowance

3. Rate of EMA

a.) The EMA base rate will be increased by 3 cents effective with the January 2007 adjustment.

b.) The EMA base rate will be increased by ½ cent in October of 2007 to be effective with the January 2008 adjustment.

c.) The EMA base rate will be increased by 1 cent in October of 2008 to be effective with the January 2009 adjustment.

d.) The EMA base rate will be increased by 1 cent in October of 2009 to be effective with the January 2010 adjustment.

#### **Special Edition**

#### M. Training Pay

1. A newly appointed leave replacement rural carrier craft employee will be paid the higher of the actual hours worked or the evaluation of the route (up to 40 hours) for the first five (5) pay periods of employment.

#### Change 1 to 2.

Add: 3. A leave replacement utilized on a route for 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 for up to 40 hours).

[Renumber and maintain the rest of Section 9.2.M]

**Explanation:** This section contains new language that will allow newly appointed leave replacements to be paid at either the evaluation of the route or the actual time it takes to run the route, whichever is greater, for the first five pay periods of employment.

Also new to this section is a provision that will pay the leave replacement the evaluated time or the actual time, whichever is greater, when that leave replacement has not served the route within the past 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 he compensated based on the actual time required multiplied by the <u>carrier's</u> <u>straight time rate (Article 8.3.A.1).</u>

In those instances where training is received in full-day increments, the carrier will receive compensation for the full day(s) at the daily evaluated rate of the assigned route.

**Explanation:** This change to Article 9.2.N changes the way carriers are compensated for performing duties outside the evaluated pay. Carriers will now be paid at their straight time rate.

#### ARTICLE 6 NO LAYOFFS OR REDUCTION IN FORCE

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

**Explanation:** Wording was changed in Article 6 to more clearly define that all career employees in the rural craft would be protected by the no-lay-off clause of the contract.

#### 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 day 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:

[Rest of section remains the same]

**Explanation:** Language was changed in Article 8.5 to give all regular carriers who want to be on the Relief Day Work List more opportunities to place their name on the list without regard to route classification or work status. With the ratification of this contract, carriers will have two opportunities each year to place their name on the RDWL.

#### The National Rural Letter Carrier

#### 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. <u>(See also Article</u> <u>30.2.B.)</u>

**Explanation:** A cross reference was added to ensure that language added to Article 30.2.B that contains similar language is not overlooked when researching issues that are associated with the probationary period for new employees and employees that are changing job classification.

#### Section 3. Rural Carrier Posting

A. Posting Requirements \* \* \* \* \* \*

#### <u>B. Local Posting and Bidding of Regular</u> <u>Rural Routes</u>

**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(s), the official route number(s), the day of the week of the authorized relief day, whether a USPS vehicle will be provided, identify the route number, length, classification,

#### **Special Edition**

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 23.)

<u>3.</u> The notice shall clearly state that the bidding is not only for the existing regular route vacancy, but also for <u>eligible rural carriers to</u> <u>bid on any regular route(s) in the office that</u> <u>may become available</u> as a result <u>of filling the</u> <u>vacant route on</u> the original posting. <u>The</u> <u>posted notice shall clearly state the</u> <u>method(s) to be used for eligible rural carriers to submit bids, e.g., written, telephone, computer and/or other automated</u> <u>method.</u>

**<u>4.</u>** A copy of the notice shall be given to the certified steward of the local Union.

5. When an absent <u>regular, PTF, substitute</u> 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 <u>or designee.</u> Employees in a nonduty 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, PTF rural carriers have 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 31.)

#### 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 <u>any</u> rural carrier from another office <u>in the District</u> or within one hundred (100) miles <u>with one or</u> <u>more excess rural carriers.</u>

c. 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 <u>current</u> continuous service as an RCA.

2. The following shall be the order of consideration in the filling of a vacancy:

a. All regular 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, Section 4, Subsection 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 the 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.

<u>e.</u> \*\*\*\*\*\*\*\*\* f. \*\*\*\*\*\*\*\*

g. Should an RCA, substitute or PTF on the rolls (non-pay status) pursuant to Article 16 Section 4 of this Agreement, be awarded a bid under Article 12 Section 3.B, (including District postings) the RCA's, substitute's or PTF'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.

#### The National Rural Letter Carrier

#### i. \*\*\*\*\*\*\*\*\*\*\*\*\*

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, <u>unless the residual vacancy</u> has been withheld for an excess rural carrier. 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.

#### 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 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.

<u>3.</u> The order of consideration <u>for district</u> <u>postings</u> shall be:

a. Regular rural carriers <u>based on the</u> longest period of continuous service as a regular rural carrier. Regular carriers who

#### share the same length of continuous service as a regular rural carrier would then be considered by applying Article 12.2.B.1.

**b.** Part-time flexible rural carriers based on longest period of continuous service as a part-time flexible rural carrier. <u>Part-time</u> <u>flexible rural carriers who share the same</u> <u>length of continuous service as a part-</u> <u>time flexible rural carrier would then be</u> <u>considered applying Article 12.2.B.2 (a)</u> <u>through (f).</u>

c. Substitute rural carriers <u>based on the</u> 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).

<u>d.</u> Rural carrier associates having one year continuous service as an RCA and having accrued the longest period of continuous service as an RCA, <u>unless another RCA is</u> <u>deemed to be substantially better quali-</u> <u>fied. RCAs who share the same length of</u> <u>continuous service would be considered</u> <u>bv applying Article 12.2.B.3.(b) (1)</u> <u>through (6).</u>

**4.** The posted route shall be awarded within ten (10) days to the senior qualified bidder. 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.

#### <u>E. Other Requirements to Fill a Vacant</u> <u>Regular Route</u>

1. \*\*\*\*\*\*\*\*\*\*\*

2. \*\*\*\*\*\*\*\*\*\*

3. \*\*\*\*\*\*\*\*\*\*

#### 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:

a. <u>Temporary reassignments during and</u> <u>immediately following an emergency are</u> <u>covered by the provisions of Article 3.</u>

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, Permanent Reassignments will apply.

<u>d.</u> To the extent possible, inconvenience to employees will be kept to a minimum.

e. The 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 assigned rural carrier can be used on any assignment prior to a noncareer 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 replacement 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.

#### Section 5. Rural Carrier Reassignments

A. General Reassignments

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

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.

**<u>2.</u>** 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 exist.

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, Section 2, Subsection 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, Section 2, Subsection 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, Section 4, Subsection D.

3. Regular rural carriers of different post offices may affect a mutual exchange of offices, provided all rural carriers and installation heads involved have signed the Mutual Exchange Request Form. Once the form is signed, the mutual exchange will be considered final and binding and can only be cancelled if all parties agree, if such an exchange occurs, each rural carrier will be assigned to the residual vacancy at the office to which reassigned in accordance with Article 12, Section 3.A.1.d.

4. A mutual exchange between regular rural carriers in the same post office or between a rural carrier and a member of another craft is prohibited.

#### **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. <u>If this causes an</u> excessing situation, which is not eliminated by bidding in accordance with Article <u>12.3.B.1., reassignments</u> will be <u>made</u> to offices with rural vacancies <u>in accordance</u> with Article <u>12.5.A.1.</u>

b. Consolidations of encumbered routes currently evaluating twenty-six (26) hours but less than thirty-two (32) hours may be made. <u>If this causes an</u> excessing situation, which is not eliminated by bidding in accordance with Article 12.3.B.1. reassignments will be made to offices with rural vacancies in accordance with Article 12.5.A.1.

3. No rural carrier may be excessed through a consolidation of rural routes from an office having no routes evaluated at less than thirty-two (32) hours.

4. In all consolidations of encumbered rural routes, the following will apply:

a. In normal circumstances, the most substandard routes within the same area will be consolidated first.

b. In any consolidation, dislocation and inconvenience to the rural carriers will be kept to a minimum.

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.B.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 <u>senior</u> carrier shall have first choice for reas-

signment 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-12, Travel and Relocation.

C. Retreat Rights

# D. Reverting to a Part-time Flexible in Lieu of Reassignment

Any regular rural carrier may request to become a PTF in their office in lieu of being involuntarily reassigned outside of 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 District. Management may grant such request, provided the request is to an office with a shortage of leave replacements 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 12.3.C.2.d shall be considered senior to PTFs established under articles 30.2.A.3.

**Explanation:** There are numerous changes to Article 12 in the tentative agreement relating to the posting, bidding and awarding of vacant regular rural routes, including language addressing the eventual transition of rural craft bidding from the manual method to telephone, computer and/or automated methods. In addition to adding the appropriate language incorporating the provisions of both MOU #18 and MOU #7, the local and district posting, bidding and awarding procedures have been separated to provide added clarity.

Further, there are several language changes regarding reassignments including new language

that provides for temporary reassignments resulting from emergency situations such as hurricanes, tornadoes, extensive flooding, etc. Additionally, in order to avoid confusion regarding which procedure should be applied to an excess carrier(s) situation based upon what caused the excess carrier(s) situation, the language has been standardized and streamlined so that the proper application of the provisions is more apparent.

### 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 <u>fifteen (15)</u> 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.

**Explanation:** Changes the time frame for appealing a grievance to Step 3 from 10 days to 15 days, thus adding an extra five days for the steward to appeal a Step 2 denial to Step 3.

#### Section 4. Grievance Procedure--General

#### E. EEO Complaints

1. The processing of any grievance regarding an issue or fact situation which is also the subject of <u>a formal</u> 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

#### The National Rural Letter Carrier

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.

Upon final disposition of the EEO complaint, only those contractual issues which are separate and distinct from the discrimination issue may be reactivated in the grievance process at the same Step at which the grievance was deferred. The grievance will be reactivated by immediate scheduling for discussion at the step of the grievance procedure which the grievance had reached when deferred or, if applicable, will be moved to the head of the arbitration docket.

Notwithstanding the foregoing, within fifteen (15) days after the filing of an EEO complaint, either party may notify the other that an otherwise deferrable grievance should continue to be processed where such grievance involves a removal action. Should the Union decline to continue to process a removal action after notification, such grievance shall be considered closed upon the expiration of the appropriate time limits for appeal or fifteen (15) days, whichever is longer.

In order to comply with a decision by a court, EEOC, or other federal agency to reemploy a former rural carrier, the former carrier may be assigned to any vacant or residual route, or may take the assignment of the junior regular carrier at the facility at which formerly employed. The displaced regular carrier will be excessed in accordance with Article 12.4.A.1 of this Agreement.

**Explanation:** The word "formal" was added to the existing language to more clearly define when an EEO complaint will be deferred until the final agency decision.

### 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

#### **Special Edition**

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 <u>follows:</u>

#### 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 <u>seven (7)</u> arbitrators will be supplied by the <u>Federal</u> <u>Mediation and Conciliation Service</u> for each selection to be made. The parties shall then proceed by alternately striking names from the list until only one individual remains. <u>Thereafter, the parties shall offer the selected individual a position on the panel.</u>

#### 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.

\*\*\*\*\*

**Explanation:** Language was changed regarding the process for selection of arbitrators.

#### ARTICLE 17 REPRESENTATION \*\*\*\*\*\*

#### Section 2. Appointment of Stewards C. Other Union Representatives

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.

**Explanation:** The Area Steward was added to the list of stewards who may handle a particular grievance in lieu of the local steward upon written notification. A cosmetic change was also made; the

order in which the stewards were listed was changed to State Steward, Assistant State Steward and Area Steward.

#### 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 the 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 15.3a (Step 1). Steward hours actually spent in grievance handling, including investigation and meetings with the Employer, will be recorded and accumulated. Upon the accumulation of eight (8) hours, a  $\underline{Z}$ day will be provided. On those occasions where the steward will be unreasonably delayed, auxiliary assistance will be provided the steward, and the hours will not be recorded or accumulated.

**Explanation:** Language was added to more clearly define compensable time to which an aggrieved employee may be entitled.

# Section 5. Union Participation in New Employee Orientation

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

**Explanation:** Language was added to ensure that a representative from the Union would have an opportunity to speak to any new hires during the

orientation process.

#### Section 6. Checkoff

#### A. Deductions by Employer

In conformity with Section 2 of the Act, 39 U.S.G; 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.

**Explanation:** Language was added that would require management to furnish the Dues Remittance Report in an electronic format.

#### ARTICLE 19 PO-603

While we attempted to convince the Postal Service that time allowances for rural carrier work functions were not appropriate for bargaining, the Postal Service was adamant that adjustments had to be made to markups and COA's. As for markups, we were advised at the culmination of bargaining that pursuant to Article 19, "all pieces that are now individually endorsed by the carrier will be bundled and endorsed by category and entered in Column J during a mail count.... The credit for each bundle will remain at fifteen (15) seconds." Given that the Postal Service has the managerial discretion to make operational changes such as this, we have no basis to challenge this new method for handling markups. Indeed, many disputes over the proper classification of markups may now be more easily resolved.

#### The National Rural Letter Carrier

As for COA's, with the introduction of PARS, rural carriers are no longer required to perform most of the functions associated with this time allowance. Indeed, in most cases, all that is involved is the placement of a yellow sticker on PS Form 3982, though we recognize that on occasion carriers will still be required to complete Form 3575Z, Employee-Generated Change of Address, and Form 3546, Official Change/ Correction to Mail Forwarding Change of Address Order. The Postal Service advised us at the culmination of bargaining that pursuant to Article 19, the credit for each COA entered in Column I and each completed Form 3575Z and Form 3546 will be reduced from 2 minutes to 15 seconds. While 15 seconds may not be sufficient for completing the 3575Z or 3546, it is more than sufficient for affixing the yellow sticker. After due deliberation, we deemed this to be a fair trade-off, particularly since the average rural route receives less than 5 COA's per week, and the majority of those do not require the carrier to fill out any forms.

#### ARTICLE 21 BENEFIT PLANS

#### Section 1. Health Benefits

The Employer's contribution rate shall be reduced one percentage point each year in 2008, 2009, 2010, and 2011. The limitation upon the Employer's contribution towards any individual employee shall be proportionately adjusted.

**Explanation:** This will amount to approximately <u>\$1.68</u> per pay period or <u>\$43.68</u> per year for the Self Only plan.

This will amount to approximately \$3.80 per pay period or \$98.80 per year for the Family plan.

### 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. A copy of the Notice of Assignment shall be provided to the state steward. 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.

**Explanation:** The language requiring that a copy of Form 1723, Notice of Assignment, be provided to the state steward was deleted. This information will be provided in a more complete "Code P" report that is required in Article 31 of the tentative agreement. Stewards will be able to more readily access information on all carriers on assignment by having access to the new Code P report.

### ARTICLE 30 WORKING RULES FOR RURAL CARRIERS

Section 2. Special Provisions for Parttime Flexible Rural Carriers, Substitutes, Rural Carrier Associates, Rural Carrier Relief Employees, and Auxiliary Rural Carriers A. Appointment

3. The establishment of a part-time flexible rural carrier assignment is at the discretion of the Employer. 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 members of the rural carrier craft 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 31 and Memorandum of Understanding .7, page 23.)

c. Should a substitute or RCA on the rolls (non-pay status) pursuant to Article 16, Section 4 of this Agreement be awarded a bid under Article 30 Section 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.

<u>d.</u> 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, <u>using the post-</u>ing 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.

<u>**f**</u>. The order of consideration shall be the same as stated in subsections a., b. and <u>**c**</u>. above and awarding the assignment shall be the same as stated in subsection <u>**d**</u>. above.

3. If the part-time flexible rural carrier assignment was not filled as a result of the district-wide 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.

# B. Probationary Period (See also Article 12.1)

1. The probationary period for a rural carrier associate shall be 90 days actually worked or one calendar year, whichever comes first. All other applicable provisions of Article 12, Section 1, shall apply.

2. A change from rural carrier associate to regular rural carrier shall not interrupt or otherwise change the running of the time counted toward completion of the probationary period.

3. A change from substitute or rural carrier associate to part-time flexible rural carrier shall not require a new probationary period.

4. A change from substitute, rural carrier associate, or part-time flexible rural carrier to regular rural carrier shall not require a new probationary period.

5. A change from rural carrier relief employee to rural carrier associate shall not require a new probationary period. 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.

**Explanation:** Language was included in this section to reflect the understanding of the parties that a change from PTF to RCA, a change from Regular to RCA and a change from Regular to PTF do not require a new probationary period.

A reference was added to ensure that Article 12 is not overlooked when researching issues on probationary employees.

#### 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.

**Explanation:** Language was added to allow for another circumstance when a leave replacement could be offered a vacancy in the leave replacement ranks. It will now allow a leave replacement to be offered a route when the regular carrier has

#### **Special Edition**

been on extended absence for more than 30 days and there is a leave replacement vacancy on that route. It also allows the Postal Service to add vacant assignments to the PTF assignment when the vacancy occurs.

#### 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 <u>in</u> the office to which <u>reassignment is requested</u>. 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.

**Explanation:** Language was changed to more clearly define reassignment and to identify the assignment was requested.

#### 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, interpretation or administration 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 his 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.

1. Changes to Designations of Bargaining Unit Employees

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

2. Bargaining Unit Employees Information The Employer shall <u>provide</u> the Union <u>at least</u> <u>once a month</u> a <u>report</u> containing the following information concerning employees in the bargaining unit: name, full address, <u>Employee</u> <u>ID number, performance cluster</u>, craft designation, health benefits enrollment code number, post office name, finance number, and class.

#### 3. 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. <u>This report will be</u> provided as soon as possible after the effective date of a mail count but no later than five pay periods after that date. This report will be provided no more than two times in one year.

4. 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. This report will be provided no more than two times in one year. 5. 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 four weeks and contain data for two pay periods.

6. 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 by performance cluster. The report will be provided every four weeks and contain data for two pay periods.

**Except as specified above, n**othing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

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

**Explanation:** Many of the reports that we currently receive must be requested each time they are needed. The changes to this article incorporate other sections and require listed reports not only be sent at specified time frames, but also that the reports will be in an electronic format. Language was also included that had previously been in other manuals.

Language was changed to reflect the parties eliminating the use of Social Security numbers and replacing them with Employee Identification Numbers. Note: The following MOUs which are found in the 2000 National Agreement were not changed and will remain in effect: .1, .2, .3, .4, .5, .6, .9, .10, .14, and .15. With the exception of MOU .6, these MOUs do not appear in this special edition. (NOTE: The language of the MOU numbered as .12 was deleted; however, a new MOU which consists of language totally unrelated to the former MOU is numbered .12.) The MOUs referenced above will be included in the printing of the new contract. Sick Leave for Dependent Care and Leave Sharing MOUs will be given numbers and also included in the printing of the new contract. Sick Leave for Dependent Care will be listed as MOU .16 and Leave Sharing MOU will be .17.

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

It is agreed that when, as a result of a job-related illness or injury, a regular rural carrier, except when assigned work pursuant to the Memorandum of Understanding concerning Accommodation for Qualified Regular Rural Carriers with Disabilities, is unable to perform all the duties of his or her assigned rural route for a period of two years, or has submitted medical certification that he or she will be unable to perform all the duties of the assigned rural route for a period of two years, the employ-ee must relinquish his or her route and such route will be posted for bid in accordance with Article 12.3, The Employer may choose not to have the regular carrier relinquish the route, if the Employer determines, after review of the medical documentation, that the carrier, with reasonable assistance, is able to case and deliver his or her entire route. If after providing such assistance, the Employer subsequently chooses to no longer provide the assistance to the carrier and the carrier is unable to perform all the duties of his or her route, the carrier must relinquish his or her route. The Employer's decision to have the carrier relinquish or not relinquish his or her route. The Employer's decision to have the carrier relinquish or not relinquish his /her route is not a grievable matter under the National Agreement.

Prior to posting a route relinquished after the two year period, the Employer will request that the employee provide medical certification indicating whether the employee is, at that time, able to fully perform the duties of the assigned rural route. If the employee fails to provide such certification within 30 days of notification to do so, or if the medical certification reflects that the employee is unable to perform the full duties of the assignment, the route shall be posted, and the employee shall not be permitted to exercise his or her bid rights as to that posting.

The parties agree that the period of two years is considered uninterrupted unless the regular rural carrier is able to perform all the duties of his or her assigned rural route for a period of six or more consecutive months.

When a regular rural carrier relinquishes his or her route as a result of the above circumstances, has not yet been placed in a modified job assignment, and is working a limited duty assignment, the employee will become an unassigned regular rural carrier. Rural routes numbers 960 through 979 may be cre-

#### **Special Edition**

#### MOU .6

ated as needed, and the carrier will be assigned to one of these routes. The employee will continue to perform the current limited duty assignment until the appropriate action is taken to have the carrier reassigned to a modified job. Management will continue to make every effort to assign this employee to a modified job.

If the carrier becomes able to perform all the duties of the rural carrier position while unassigned, and a vacancy exists in the office, the carrier will be allowed to bid on the vacancy. Should the carrier fail to bid on the vacancy, and there is a residual vacancy resulting from, the posting, the carrier will be assigned to the residual vacancy.

However, should a residual vacancy not occur as a result of the posting or a vacancy does not exist in the office, the carrier will be treated as the excessed junior regular rural carrier, and reassigned in accordance with Article 12.4.A.1, Pursuant to 5 U.S.C. 8101(4), until the employee's reassignment is completed, the employee will continue to receive the same rate of pay received on the date of injury, the date disability begins, or the date of a qualifying recurrence, whichever is greater.

When a regular rural carrier relinquishes his or her route as a result of the above circumstances, has not yet been placed in a modified job assignment, and is in an injured on duty/leave without pay (IOD/LWOP) status, rural routes 980 through 989 may be created and the carrier assigned accordingly. Only those employees who are in an IOD/LWOP status may be placed on rural routes 980 through 989 because salary payments will not generate from these routes.

When creating both the 960-979 and the 980-989 routes, the route data for the newly created route must reflect the route data of the route to which the employee was assigned on the date the compensable illness or injury occurred.

Note: This Memorandum of Understanding did not result from this round of collective bargaining. The parties modified the Memorandum during the term of the 2000 National Agreement by adding the language that is highlighted on the previous page. Therefore, the version printed in the current Handbook EL-902 (USPS-NRLCA National Agreement) is not the most current version of MOU .6. However, the Memorandum printed here will be included in the next printing of the contract.

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

It is agreed that the following procedure will be used in situations in which an employee is temporarily unable to work 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, Section 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; <u>six (6) months</u> from the time the bid is submitted or the remainder of the two (2) year period described in MOU <u>#6</u> regarding relinquishing the route <u>when a regular carrier is</u> 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. <u>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.</u>

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.B.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 <u>items 1 or 2</u> above, may elect to bid on other vacancies <u>in accordance with Article 12.3</u>. 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 <u>described above in items 1 or 2</u>.

<u>Pursuant to Article 12.3, when vacant regular rural routes are posted at the post office where</u> <u>a PTF rural carrier is currently holding a regular rural route assignment in abeyance in accor-</u> <u>dance with item 3 above, the PTF will be permitted to bid on other vacant regular routes. The</u> <u>PTF must submit a written bid during the 10-day posting period. Should the PTF become the</u>

#### **Special Edition**

#### **MOU .**7

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, so 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 <u>must have on file or must</u> 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 item 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 of the USPS-NRLCA National Agreement. Under such circumstances, the employee shall not be permitted to <u>hold any positions in abeyance until</u> they have returned to full duty.

<u>6.</u> If at the end of the abeyance period described in item 1, 2, 3 or 4, the employee <u>is still unable to</u> 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 <u>until they have returned to full duty</u>.

7. It is still incumbent upon the employee to follow procedures in Article <u>12.3 or Article 30.2.A.3</u> of the USPS-NRLCA National Agreement to request notices to be sent to a specific location when absent. All other provisions relevant to the bidding process will also apply.

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

#### **RIGHT-HAND DRIVE VEHICLES**

#### SECTION A. 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 <u>2006</u> 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, and** who purchases a **manufactured** right-hand drive vehicle, will receive a one-time payment of <u>\$1,000</u> for utilizing the right-hand drive vehicle for the purpose of providing service on his/her route.

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

1. Factory Right-Hand Drive Vehicle

a) 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

b) The manufacturer such as Chrysler or Subaru produces the vehicle as a right-hand drive vehicle: or

2. Re-Engineered Right-Hand Drive Vehicle

a) The vehicle must be five years or less in age at the time the rural carrier has the vehicle reengineered;

b) The vehicle has been re-engineered to right-hand drive specifications as determined or approved by the parties;

c) The steering wheel is affixed on the right-hand side of the front passenger compartment and is the primary steering column of the vehicle;

d) The brake and gas pedals are fixed and mounted on the right-hand side of the front passenger compartment and are the primary brake and gas pedals for the vehicle;

e) The vehicle is equipped with an automatic transmission; and

f) 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 com-

#### **Special Edition**

mit to use the purchased right-hand drive vehicle to serve the route for a period of three (3) years.

#### **SECTION B. 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, qualifying 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).

In order for a qualifying 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 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 for such conversions. 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 and chain operated systems 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 route for a period of three (3) years.

#### SECTION C. RIGHT-HAND DRIVE VEHICLES - USED

During the term of the 2006 National Agreement, qualifying rural carriers who purchase used

right-hand drive vehicles, manufactured or converted meeting the restrictions as found in section A or B, on which a \$1,000 or \$500 incentive payment has not been previously paid, will be eligible for a \$500 incentive payment provided that the vehicle is five years or less in age at the time of purchase and the carrier commits to use the right-hand drive vehicle to serve the route for a period of three (3) years.

#### **SECTION D. ASSIGNMENT**

The Postal Service also agrees that any <u>regular</u> carrier who <u>is eligible to receive an incentive under</u> <u>this MOU</u>, will not be assigned a postal-owned or postal-leased vehicle for a three-year period from the date of purchase <u>or conversion to a</u> 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 rural carrier must advise the postmaster/manager, in writing, that he/she intends to purchase <u>or convert a vehicle to</u> a right-hand drive vehicle <u>configuration</u> for use on the route and that the purchase <u>or conversion</u> will be completed <u>within sixty (60)</u> <u>calendar</u> days. The postmaster/manager must advise the carrier, in writing, <u>within ten (10)</u> 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, <u>re-engineers, or</u> <u>converts a vehicle to</u> 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.

#### SECTION E. INCENTIVE PAYMENT

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

Purchasing a previously owned manufactured or converted vehicle on which an incentive payment has been previously paid will not qualify a carrier 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.

#### **Special Edition**

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

#### Joint Education and Training Fund

The parties are committed to improving the working life of rural carriers and enhancing the effectiveness of the Postal Service. The parties further recognize that to reach these objectives, both managers and rural carriers need to be provided educational and training opportunities which encourage and support improved labor/management relationships at all levels, as well as innovative joint approaches to achieving improved organizational effectiveness. Toward that end, the parties agree to continue the Joint Education and Training Fund for the purpose of providing education and training in the following areas:

- A. Conflict Resolution
- B. Team Building
- C. Communication Skills
- D. Labor/Management Relations
- E. Such other initiatives as advanced by the parties at the national level.

The Joint Education and Training Fund shall be effective within 30 days of the effective date of this Agreement. The Fund shall be administered jointly by a representative appointed by the Employer and the President of the National Rural Letter Carriers' Association. These representatives shall establish such policies and procedures as may be necessary to administer the Fund and to evaluate and approve or disapprove education and training requests.

The USPS shall contribute \$750,000 to the Fund for the remainder of FY 2007 and shall replenish the Fund in the same amount for FY 2008, FY 2009, and FY 2010.

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

#### PART-TIME FLEXIBLE COURT LEAVE

1. One year following the effective date of the 2006 National Agreement, part-time flexible rural carriers shall be eligible for court leave as defined in Employee and Labor Relations Manual Part 516.1 and part 516.31.

2. A part-time flexible rural carrier will be eligible for court leave if the employee would otherwise have been in a work status or annual leave status.

3. If eligibility is established under paragraph 2, the specific amount of court leave for an eligible part-time flexible rural carrier shall be determined on a daily basis as set forth below :

a. If previously scheduled for a full assignment(s) on a regular and/or auxiliary route, the evaluation of the full assignment on the regular and/or auxiliary route(s);

b. If previously scheduled to perform auxiliary assistance, the number of hours the part-time flexible rural carrier would have reasonably worked in the performance of the assignment(s) at the attained straight time rate;

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 workhours and any other leave.

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

#### **EMPLOYER PROVIDED VEHICLES**

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

Any Employer provided vehicles deployed to rural routes prior to <u>2009</u>, other than to replace those already assigned to rural routes, will count toward the 3000 vehicles to be deployed in <u>2009 through</u> <u>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.</u>

However, the start of the five-year period will continue to be in <u>2009</u>. 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.

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

The parties agree that effective no sooner than 120 calendar days following the effective date of the 2006 National Agreement, the Employer will implement the changes to the bidding process as outlined below. Once the standardized manual bidding process (1717-A) has been implemented and utilized for at least 90 calendar days in an installation, the Postal Service may then implement telephone, computer or other automated bidding in that installation.

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 <u>PS Form 1717-A Preferred Assignment Multiple Bid Card. The Employee ID number should</u> 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.

#### **Special Edition**

#### 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.B.2.f. Therefore, when completing the PS Form 1717-A. Substitutes or RCAs may list all regular routes by the official position identification number(s) [job number, not route number], in the order of preference if the route(s) becomes available. If a Substitute or RCA submits PS

Form 1717-A, but does not indicate preferences when multiple vacant routes have been posted, the Substitute or RCA will be assigned a residual vacancy without the benefit of a preference.

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

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

#### PART-TIME FLEXIBLE RURAL CARRIER ASSIGNMENTS

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

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

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 during the following days and hours (including holidays): Monday through Friday. 6:00 a.m. to Midnight (Central Time), and Saturday. 6:00 a.m. to 6:00 p.m. (Central Time).

3. All bids shall close at midnight (Central Time) on a weekday on which the telephone bidding system is available until midnight.

4. Employees can enter, withdraw, change preferences and/or review the status of their bids.

5. Employees will need their Employee Identification Number (EID) 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.

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

#### 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 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.

#### MOUs- Leave Replacements and Mail Count Task Force

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

#### **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.

#### MEMORANDUM OF UNDERSTANDING <u>BETWEEN THE</u> <u>UNITED STATES POSTAL SERVICE</u> <u>AND THE</u> NATIONAL RURAL LETER 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 the ratification of the 2006 National Agreement 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.

# **Ratification Meeting Dates**

The national officers will conduct ratification meetings on the tentative four-year contract between the NRLCA and the USPS in January.

Listed below are the meeting dates, states and

assigned officers. State Presidents should notify the membership by mail about the details. Members should watch for their official notification in the mail for more details.

Officer1/61/71/131/141/201/21Donnie PittsARALMSGADon CantrielMOKSILINIANEClifford DailingNMNVCARandy AndersonMIOHWVMDDERonnie StuttsTNKYFLSCLAMAFrancis J. RaimerNJVTNHMERICTBill GordonTXOKNYPANDSDJoey JohnsonNCVAORWAWIMN							
Don CantrielMOKSILINIANEClifford DailingNMNVCARandy AndersonMIOHWVMDDERonnie StuttsTNKYFLSCLAMAFrancis J. RaimerNJVTNHMERICTBill GordonTXOKNYPANDSD	Officer	1/6	1/7	1/13	1/14	1/20	1/21
Clifford DailingNMNVCA——Randy AndersonMIOHWVMD—DERonnie StuttsTNKYFLSCLAMAFrancis J. RaimerNJVTNHMERICTBill GordonUTAZCOWYIDMTJoey JohnsonTXOKNYPANDSD	Donnie Pitts	AR	AL	_	_	MS	GA
Randy AndersonMIOHWVMD—DERonnie StuttsTNKYFLSCLAMAFrancis J. RaimerNJVTNHMERICTBill GordonUTAZCOWYIDMTJoey JohnsonTXOKNYPANDSD	Don Cantriel	МО	KS	IL	IN	IA	NE
YXKYFLSCLAMARonnie StuttsTNKYFLSCLAMAFrancis J. RaimerNJVTNHMERICTBill GordonUTAZCOWYIDMTJoey JohnsonTXOKNYPANDSD	Clifford Dailing	NM	NV	CA	_	_	_
Francis J. RaimerNJVTNHMERICTBill GordonUTAZCOWYIDMTJoey JohnsonTXOKNYPANDSD	Randy Anderson	MI	ОН	WV	MD	_	DE
Bill GordonUTAZCOWYIDMTJoey JohnsonTXOKNYPANDSD	Ronnie Stutts	TN	KY	FL	SC	LA	MA
Joey Johnson TX OK NY PA ND SD	Francis J. Raimer	NJ	VT	NH	ME	RI	СТ
	Bill Gordon	UT	AZ	СО	WY	ID	MT
Jeanette Dwyer NC VA OR WA WI MN	Joey Johnson	ТХ	ОК	NY	PA	ND	SD
	Jeanette Dwyer	NC	VA	OR	WA	WI	MN

### **URGENT — Time Value**