



Mr. Joey Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association
1630 Duke Street
Alexandria, VA 22314-3467

Certified Mail: 7016 2070 0000 1715 7653

Re: J10R-4J-C 14186093
Class Action
Tremont, IL 68462-9998

Dear Mr. Johnson:

On several occasions, the most recent being July 31, 2017, the parties met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns whether management may involuntarily assign a leave replacement to work in another installation on a day-to-day basis.

Union's Position

The union contends there are no contractual provisions that allow management to require leave replacements to work outside of their assigned installation. The union believes leave replacements may volunteer but cannot be required to work in another post office.

In support of this position, the union offers the Letter of Understanding between the parties dated April 2, 1999, that states "leave replacements may volunteer to work in another office under the following conditions". The Letter of Understanding addressed the availability of the primary leave replacement who had volunteered to cover a route in a neighboring office. The parties agreed that the intent of Articles 30.2.C. and D. in the 1995 USPS/NRLCA National Agreement was to provide the regular carrier with a primary leave replacement for any absences. The parties agreed when an RCA desires to supplement their income by soliciting/offering to work in other post offices, management should ask the regular carrier on the RCA's assigned route if they intend to use leave on the day(s) in question before loaning the RCA to another office for the day.

Andrea Wilson's clarification letter to the Extension to the 1995-1999 USPS-NRLCA National Agreement dated September 1, 2001, places restrictions on when leave replacements can be borrowed from another office. This letter states in part:

Article 30.2.D.4 indicates that if management has exhausted the matrix and attempted to use a qualified RCA in the delivery unit in order to cover a route, the Employer may designate any other leave replacement prior to selecting a regular rural carrier to work in accordance with Article 8 Section 5. The other leave

replacements referred to would be unqualified substitutes, RCAs, or RCRs in the delivery unit; TRCs in the delivery unit; or qualified or unqualified substitutes, RCAs, RCRs, or TRCs in other delivery units within the office. A leave replacement may not be borrowed from another office until all available regular rural carriers (on and off the relief day work list) have been assigned to work the relief day.

The NRLCA asserts the word borrowed in the Andrea Wilson's clarification letter does not imply being forced. The only time a RCA can be borrowed (meaning they volunteered), is when all rural craft employees are either working, on approved leave, or unavailable. When these conditions are met, management can utilize any other craft employee or even management to perform the work.

The union acknowledges in situations involving limited duty, management can require a leave replacement to work in another installation in accordance with the provisions of the Employee and Labor Relations Manual, section 546.

The NRLCA also argues the Postal Service must collectively bargain with the NRLCA to gain the right to require RCAs to work in other offices by citing an MOU between the Postal Service and the National Association of Letter Carriers, Re: City Carrier Assistants – Temporary Assignment to Other Post Offices, which was signed on 12/5/2013.

The union asserts the only agreement that has been negotiated between the parties that allows requiring leave replacements to work in another office is the Sunday/Holiday Parcel Delivery Work List MOU.

Finally, the union argues the Postal Service needs to collectively bargain under the provisions of Article 37, below, to change the terms of the Agreement.

“This Agreement constitutes the sole and entire existing agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. The parties acknowledge that each had the opportunity to make demands and proposals with respect to all collective bargaining subjects. Each party agrees that for the life of this Agreement the other party shall not be obligated to bargain with respect to any subject not covered in this agreement.”

Management's Position

The union errs when relying on the April 2, 1999 Letter of Understanding to support their position. The letter clarifies that regular rural carriers should not be denied leave in accordance with Article 10.2, due to the unavailability of a leave replacement (working in another post office). This agreement only pertains to situations where leave replacements are volunteering to work at other post offices. At the time, leave replacements were volunteering at other post offices to supplement their weekly work hours. It became necessary to place some checks and balances on these voluntary requests because regular rural carriers in the loaning office were being adversely impacted by the denial of leave requests.

In the instant case, the dispute does not involve an RCA requesting additional hours for their personal gain. This situation involved management directing an RCA to work in

another post office within the local commuting area (50-mile radius of the permanent duty station). While management may seek volunteers to minimize disruption, there are times a particular employee is chosen because of their familiarity with the routes in the borrowing post office.

Andrea Wilson's clarification letter was issued relative to changes that were collectively bargained for in the Extension to the 1995-1999 USPS-NRLCA National Agreement. The letter places a mandate on the office that wishes to borrow a leave replacement. Basically, all available regular rural carriers are required to work, even at the overtime rate, before a leave replacement may be borrowed.

Webster's New College Dictionary defines borrow as to receive something on loan; to adopt or use as one's own. The union is taking the position that an RCA must volunteer in order to work in another office which is not consistent with the definition of the word "borrow".

Article 19 covers handbooks and manuals that directly relate to wages, hours and working conditions. Accordingly, Handbook F-21, *Time and Attendance*, addresses traveling to another work location. Specifically, section 261.162 defines how employees are compensated when they work at more than one post office (within the local commuting area) during the same work day. Compensation for employees working a one-day assignment outside of the local commuting area is addressed in section 261.163. The relevant provisions concerning traveling to another work location do not indicate nor imply that such travel must be on a voluntary basis.

The Postal Service as the Employer has the right to require an RCA to work in another office. Article 3, Management's Rights, provides management with the exclusive right to maintain the efficiency of the operations entrusted to it. This exclusive right is subject only to law, regulations, and provisions of the Agreement, none of which have been identified by the Union to restrict the Postal Service's rights.

In conclusion, while the union believes that RCAs may volunteer but cannot be required by management to work outside of the employing office, there is no contractual prohibition against directing RCAs to work in another office. If the union wants to prohibit management's ability to direct and assign rural carrier craft employees, it will need to do so through collective bargaining, not the grievance process.

In the absence of any contractual violation, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,



Reggie W. Rabon
Labor Relations Specialist
Contract Administration (NRLCA)

Date: 8/3/17