

NATIONAL AGREEMENT

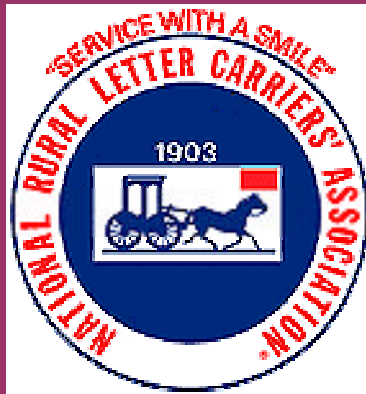
Between

United States Postal Service

and

National Rural Letter Carriers' Association

2000-2004



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Handbook EL-902

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PREAMBLE

This Agreement (referred to as the USPS-NRLCA **2000** National Agreement) is entered into as of this **February 3, 2002**, by and between the United States Postal Service (hereinafter referred to as the "Employer") and the National Rural Letter Carriers' Association (hereinafter referred to as the "Union") and supersedes the provisions of the **Extension to the 1995** USPS-NRLCA National Agreement.

**ARTICLE 1
UNION RECOGNITION**

Section 1. Union

A. Recognition

The Employer recognizes the Union as the exclusive bargaining representative of all employees in the bargaining unit for which the Union has been recognized and certified at the national level.

B. Terms

The applicable provisions of Article 30 and the applicable provisions of other Articles in which they are specifically named contain the exclusive terms and conditions of employment for part-time flexible rural carriers, substitutes, rural carrier associates, rural carrier relief employees, and auxiliary rural carriers.

Section 2. Exclusion

The employee group set forth in Section 1 above does not include, and this Agreement does not apply to:

- a. Managerial and supervisory personnel;
- b. Professional employees;
- c. Employees engaged in personnel work in other than a purely non-confidential clerical capacity;
- d. Security guards as defined in Public Law 91-375, 1201 (2);
- e. All Postal Inspection Service employees;
- f. Temporary relief carriers (TRCs);
- g. and all other bargaining unit craft employees.

Section 3. Facility Exclusions

This Agreement does not apply to employees who work in other Employer facilities which are not engaged in customer services and mail processing, previously understood and expressed by the parties to mean mail processing and delivery, including but not limited to Headquarters, Area Offices, Information Service Centers, William F. Bolger Center for Leadership Development, Technical Training Center, Field Centers, Materiel Distribution Centers, Mail Equipment Shops, and Mail Transport Equipment Centers/Repair Centers.

Section 4. Definition

Subject to the foregoing exclusions and provisions, this Agreement shall be applicable to all employees covered by Section 1 above at all present and subsequently acquired installations, facilities, and operations of the Employer, wherever located.

Section 5. New Positions

Each newly created position shall be assigned by the Employer to the national craft unit most appropriate for such position within thirty (30) days after its creation. The Union shall be notified promptly regarding assignments made under this provision.

Section 6. Performance of Bargaining-Unit Work

A. More than 100 Bargaining-Unit Employees

Supervisors are prohibited from performing bargaining-unit work at post offices with 100 or more bargaining-unit employees, except:

1. In an emergency;
2. For the purpose of training or instruction of employees;
3. To assure the proper operation of equipment;
4. To protect the safety of employees; or
5. To protect the property of the U.S. Postal Service.

B. Less than 100 Bargaining-Unit Employees

In offices with less than 100 bargaining-unit employees, supervisors are prohibited from performing bargaining-unit work, except as enumerated in Section 6.A.1. through 5. above or when the duties are included in the supervisor's position description.

**ARTICLE 2
NON-DISCRIMINATION AND CIVIL RIGHTS**

Section 1. Statement of Principle

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, or marital status. **In addition, consistent with the other provisions of this Agreement, there shall be no unlawful discrimination against handicapped employees, as prohibited by the Rehabilitation Act.**

Section 2. Discrimination Grievances

Grievances arising under this Article may be filed at Step 2 of the grievance procedure unless filed directly at the national level, in which case, the provisions of this Agreement for initiating grievances at that level shall apply.

ARTICLE 3 MANAGEMENT RIGHTS

The Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

- a. To direct employees of the Employer in the performance of official duties;
- b. To hire, promote, transfer, assign, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;
- c. To maintain the efficiency of the operations entrusted to it;
- d. To determine the methods, means, and personnel by which such operations are to be conducted;
- e. To prescribe a uniform dress to be worn by letter carriers and other designated employees; and
- f. To take whatever actions may be necessary to carry out its mission in emergency situations; i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 4 TECHNOLOGICAL AND MECHANIZATION CHANGES

Section 1. Statement of Principle

Both parties recognize the need for improvement of mail service.

Section 2. Advance Notice

The Union will be informed as far in advance of implementation as practicable of technological or mechanization changes which affect jobs including new or changed jobs in the area of wages, hours, or working conditions. When major new mechanization or equipment is to be purchased and installed, the Union at the national level will be informed as far in advance as practicable, but no less than 90 days in advance.

Article 4.3

Section 3. Resolution of Differences

Upon receiving notice of the changes, an attempt shall be made at the national level to resolve any questions as to the impact of the proposed change upon affected employees, and if such questions are not resolved within a reasonable time after such change or changes are operational, the unresolved questions may be submitted by the Union to arbitration under the grievance-arbitration procedure. Any arbitration arising under this Article will be given priority in scheduling.

Section 4. New Jobs

Any new job or jobs created in the rural carrier craft by technological or mechanization changes shall be offered to present regular rural carrier employees capable of being trained to perform the new or changed job, and the Employer will provide such training. During training, the employee will be paid based on hours actually worked at the equivalent of a 40-hour evaluated route, attained step. It is understood that the training herein referred to is on the job and not to exceed sixty (60) days. Certain specialized technical jobs may require additional and off-site training. The obligation herein above set forth shall not be construed to, in any way, abridge the right of the Employer to make such changes.

ARTICLE 5 PROHIBITION OF UNILATERAL ACTION

The Employer will not take any actions affecting wages, hours and other terms and conditions of employment as defined in Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

ARTICLE 6 NO LAYOFFS OR REDUCTION IN FORCE

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

ARTICLE 7 EMPLOYEE CLASSIFICATIONS

The rural carrier work force shall be comprised of the following categories of employees:

A. Career Employees

1. Regular Carrier (Designation Code 71)

For administrative and reporting purposes, regular rural carriers who serve on an established rural route on the basis of triweekly, five (5), five-and-a-

half (5-1/2), or six (6) days in a service week, are considered to be full-time employees.

Article 7.B.6

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

Part-time flexible rural carriers are those substitutes or rural carrier associates appointed following an assignment posting. These employees provide service on regular and auxiliary routes as directed by management.

B. Substitute Rural Carriers, Rural Carrier Associates, and Rural Carrier Reliefs

The following employees provide service on established regular and auxiliary rural routes in the absence of regular or auxiliary rural carriers. This service may be as leave replacement and/or covering vacant regular routes pending the selection of regular rural carriers, as an auxiliary assistant, or as an auxiliary route carrier:

1. Substitute Rural Carriers—(Designation Code 73)

Substitute rural carriers are those employees hired prior to July 21, 1981, with an appointment without time limitation.

2. Substitute Rural Carriers—(Designation Code 72)

Substitute rural carrier appointed via Form 50 to serve full time on a vacant regular route or in the absence of a regular carrier for more than 90 calendar days.

3. Rural Carrier Associates (RCAs)—(Designation Code 78)

Rural carrier associates are those employees hired from a register or reassigned from rural carrier relief or auxiliary carrier positions, on or after April 11, 1987, without time limitation.

4. Rural Carrier Associates (RCAs)—(Designation Code 74)

Rural carrier associates appointed via Form 50 to serve full time on a vacant route or in the absence of the regular carrier for more than 90 calendar days.

5. Rural Carrier Associates (RCAs)—(Designation Code 79)

Rural carrier associates appointed via Form 50 after being assigned to the auxiliary route for more than 90 calendar days.

6. Rural Carrier Reliefs (RCRs)—(Designation Code 75)

Rural carrier reliefs are those employees hired between July 21, 1981, and November 12, 1986, without time limitation.

Article 7.C

C. Auxiliary Rural Carriers—(Designation Code 77)

Persons hired prior to 1981 to serve an auxiliary rural route without time limitation.

D. Temporary Relief Carriers (TRCs)—(Designation Code 70)

1. Temporary relief carriers are limited term, non-bargaining unit employees who provide service as a leave replacement or auxiliary assistant or provide coverage on auxiliary routes or vacant regular routes. There is no limit on the hiring of TRCs, provided the number of bargaining unit leave replacements (Substitutes, RCAs, and RCRs) in the district equals or is more than 80% of the number of regular routes in the district. When the number of bargaining unit leave replacements in the district is less than 80%, RCAs are the only leave replacement employees that may be hired.
2. TRCs will be hired pursuant to such procedures as the Employer may establish. Except as provided in D.3. below, TRCs will be hired for terms not to exceed 359 calendar days and will have a break in service of at least 6 days between appointments.
3. TRCs hired from the annuitant ranks (Des. Code 70-1) will be hired for terms not to exceed 359 days, with a break in service of at least 6 days between appointments, and will further be limited to 180 work days within each calendar year.

ARTICLE 8 HOURS OF WORK

Section 1. Work Week

The basic work week for regular rural carrier employees shall be six (6) days, except as relief days are provided for certain carriers and for carriers serving triweekly routes. Regular rural carriers may not work on Sunday.

Section 2. Work Schedules

Daily schedules shall be established to coincide with the daily evaluation of the route and adjusted periodically as required. The carrier's work day may vary above or below the daily evaluation of the route as mail volume fluctuates and road and weather conditions change.

Section 3. Hourly Basis

When a rural carrier is being compensated on an hourly basis, the hourly rate is computed as follows:

A. Straight Time Rate

1. Regular rural carrier —The annual salary for a 40-hour evaluated route divided by 2,080.
2. Part-time flexible rural carriers, substitute and auxiliary carriers —The annual salary for a 40-hour evaluated route divided by 2,000.
3. Rural carrier associates and rural carrier relief employees on the rolls prior to August 24, 1991— See RCA/RCR Schedules on page **103**.
4. Rural carrier associates hired beginning August 24, 1991 — See RCA/RCR Schedules on page **103**.

B. Overtime Rate

When a rural carrier craft employee is being compensated on an hourly basis, overtime pay is to be paid at the rate of 150% of the basic hourly straight time rate for regular carriers except in those instances when FLSA overtime is applicable.

Section 4. Guarantees

Any employee scheduled to work and who does report for work shall be guaranteed two (2) hours work or pay.

Section 5. Relief Day Worked

- A. Two weeks prior to the beginning of each guarantee period at each delivery unit, regular rural carriers desiring to work their relief days shall place their names on the relief day work list. When a regular rural carrier is needed to work a relief day, due to the unavailability of a leave replacement, the Employer will:
 1. Select carriers on the list, in order of seniority on a rotating basis, to work on the relief day.
 2. If the need still exists, the Employer will accept volunteers from regular carriers not on the list before requiring regular carriers not on the list to work the relief day. Such requirement will be by juniority.
- B. On the day the regular carrier works the relief day, the assigned leave replacement may be required to work any route in the delivery unit consistent with the provisions of this Agreement. Administrative errors in the assignment of work to regular carriers on relief days will not result in monetary remedies.
- C. The Employer is not required to work any regular carrier on a relief day if it would cause the carrier to exceed the hours of the annual guarantee or fifty-six (56) actual hours within one (1) week.

Section 6. Wash-up Time

Additional wash-up time for those rural carriers who perform dirty work or work with toxic materials on a daily or weekly basis may be claimed under "Other Suitable Allowances" at the time of a mail count, provided the carrier is subject to allergic reaction from such dirty work or toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

Section 7. Changes in Number of Delivery Days

If, pursuant to present or future law, changes are made in the number of delivery days, the effects of the change on employees will be negotiated by the parties and all provisions of this Agreement inconsistent with the change will be amended to conform with the change.

The Employer shall notify the Union at least ninety (90) days prior to implementation of the contemplated changes in the number of delivery days. If, within ninety (90) days after such notice the parties are unable to agree on the treatment to be given to employees whose wages, hours, and working conditions will be changed, the Union shall be entitled to refer the matter to arbitration within ten (10) days. The arbitrator shall determine whether the Employer's proposed treatment of such employees is fair, reasonable, and equitable.

The above is not applicable to changes such as those resulting from route evaluations, etc., which are made under the present practice in the Postal Service.

ARTICLE 9 COMPENSATION, SALARIES, AND WAGES

Section 1. Salaries and Wages

A. Basic Annual Salary

The basic annual salary schedules in effect on **September 9, 2000**, 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 **18, 2000**

The basic annual salary for each step shall be increased by an amount equal to **1.2% of the September 9, 2000 salary schedule.**

2. Effective November **17, 2001**

The basic annual salary for each step shall be increased by an amount equal to **1.8% of the September 9, 2000 salary schedule.**

3. Effective **May 18, 2002**

The basic annual salary for each step shall be increased by an amount equal to **the one pay level upgrade which was provided to the city carriers in September, 2000. In addition, the basic annual salary for each step shall be increased by \$300.**

4. Effective November 16, 2002

The basic annual salary for each step shall be increased by an amount equal to the dollar amount received by PS-5 Schedule 1 employees under the 2000 APWU National Agreement. This increase approximates 1.4%.

5. Effective November 15, 2003

The basic annual salary for each step shall be increased by an amount equal to the dollar amount received by PS-5 Schedule 1 employees under the 2003 APWU National Agreement. This increase approximates 1.2%.

B. One-Time Cash Payment

1. Regular Rural Carriers

All regular rural carriers covered by this Agreement shall receive a one-time cash payment, not to be included in basic pay, as follows:

Effective February 3, 2002—\$499

2. Other Rural Carriers

All other **career** rural carriers covered by this Agreement who have been paid for less than 2,000 hours during the twenty-six (26) pay periods prior to the effective **date** of the cash **payment**, i.e., **February 3, 2002**, shall receive such **payment** based on their number of paid hours during **this period** in accordance with the following schedule:

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

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

3. Eligibility

a. Regular Rural Carriers

In order to be eligible to receive a one-time cash payment, the employee must be in a full-time regular pay status during the pay period immediately prior to the effective **date** of the one-time cash **payment**, i.e., **February 3, 2002**.

b. Other Rural Carriers

In order to be eligible to receive a one-time cash payment, all other **career** rural carriers hired without time limitation must be in a pay status during at least one of the preceding six (6) pay periods immediately prior to the effective **date** of the one-time cash **payment**, i.e., **February 3, 2002**.

C. New Regular Carrier Appointees

All new regular carriers will be appointed at Step A with the following exceptions:

1. Substitute rural carriers will be appointed to regular carrier status at Step 8 or their existing step, whichever is lower, provided, however, that substitutes serving in excess of ninety (90) days on a vacant route at the time of appointment will maintain their existing step.
2. Rural carrier associates and rural carrier relief employees on the rolls before August 7, 1991, and continuously thereafter will be appointed at Step C.
3. Career employees of the Postal Service on the rolls before August 7, 1991, and continuously thereafter will be appointed at Step C.
4. Part-time flexible rural carriers will be appointed to regular carrier status at their attained step.

D. Part-time Flexible Rural Carrier Appointees

Substitute rural carriers who are appointed to part-time flexible rural carriers under Article 30, Section 2, Subsection A.3., of this Agreement will begin a career appointment at Step 8 or their existing step, whichever is lower, provided, however, that substitutes serving in excess of ninety (90) days on a vacant route at the time of appointment will maintain their existing step.

Rural carrier associates on the rolls before August 7, 1991, who are appointed to part-time flexible rural carriers under Article 30, Section 2, Subsection A.3., of this Agreement will begin a career appointment at Step C. Other rural carrier associates, who are appointed to part-time flexible rural carriers under Article 30, Section 2, Subsection A.3., of this Agreement will begin a career appointment at Step A.

E. Granting Step Increases

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

- From Step A to Step B after 96 weeks 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.
- 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.

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 October **2001** and is referred to herein as the "Base Index."
2. Cost-of-living adjustments, upward, in accordance with the formula in F.3 will be effective on the following dates:
 - The second full pay period after the release of the January **2002** Index.
 - The second full pay period after the release of the July **2002** Index.
 - The second full pay period after the release of the January **2003** Index.
 - The second full pay period after the release of the July **2003** Index.

—The second full pay period after the release of the January **2004** Index.

—The second full pay period after the release of the July **2004** Index.

3. Method of Determination

The basic salary schedules provided for in this Agreement shall be increased 1 cent per hour for each full 0.4 of a point increase in the applicable Index above the Base Index. For example, if the increase in the Index from October **2001** to January **2002** is 1.2 points, all pay scales for rural carrier employees covered by this Agreement will be increased by 3 cents per hour multiplied by 2,080 to determine the annual base rate, with proportional application to the evaluated base rates. In no event will a decline in the Index below the Base Index result in a decrease in the pay scale provided for in this Agreement.

4. Nonavailability of Monthly Index

In the event the appropriate Index is not published on or before the beginning of the effective payroll period, any adjustment required will be made effective at the beginning of the second payroll period after publication of the appropriate Index.

5. No Further Adjustments

No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any month mentioned in Section 1.F.2. above.

6. If during the life of this Agreement, the BLS ceases to make available the CPI-W (1967=100), the parties agree to use the CPI-W (1982-84=100) at such time as BLS ceases to make available the CPI-W (1967=100). At the time of change to the CPI-W (1982-84=100), the cost-of-living formula in Section 1.F.3. will be recalculated to provide the same cost-of-living adjustment that would have been granted under the formula using the CPI-W (1967=100).

G. Roll-In of Existing COLA

An amount equal to the COLA paid to full-time rural carriers on an hourly basis under the 2000 Agreement will be rolled into RCA/RCR hourly rates during the first full pay period of February 2005.

H. Application of Salary Rates

The Employer shall continue the current application of salary rates for the duration of this Agreement.

I. Protected Salary Rates

The Employer shall continue the current salary rate protection program for the duration of this Agreement.

Section 2. Compensation, Allowance, and Fees

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

1. FLSA Section 7(b)(2)

It is desired by the parties that certain rural letter carriers shall be employed on an annual basis at a guaranteed annual wage and that such rural carriers shall not be required to actually work more than 2,240 hours during the guarantee period of fifty-two (52) consecutive weeks as specified below, pursuant to Section 7(b)(2) of the Fair Labor Standards Act, as amended. Therefore, the parties agree as follows:

- a. Regular rural carriers receiving evaluated compensation assigned to routes having the number of evaluated hours of required service per week shall be guaranteed an annual wage equal to the corresponding amount for their attained step, for 2,080 hours of actual work during the guarantee period of fifty-two (52) consecutive weeks as set forth in paragraph h. below.
- b. Consistent with past pay practices, evaluated carriers assigned to routes having evaluated hours in excess of forty (40) per week shall receive compensation for such hours in addition to their guaranteed annual wage. However, the Employer may, at any time, reduce or increase such carrier's total compensation by adjusting the number of evaluated hours of their routes downward or upward, but not to a salary level below the guarantee set forth at the beginning of the guarantee period. Therefore, compensation paid to evaluated rural carriers in excess of the amount of compensation annually guaranteed for 2,080 hours of actual work shall not be considered guaranteed annual wages.
- c. The Employer may, at any time, increase the total compensation paid evaluated carriers assigned to routes having evaluated hours of forty (40) per week or less by adjusting the number of evaluated hours of their routes upward. However, compensation paid to such evaluated carriers in excess of the amount of compensation annually guaranteed for 2,080 hours of actual work shall not be considered guaranteed annual wages.
- d. Regular rural carriers receiving non-evaluated compensation assigned to routes having a number of paid miles shall be guaranteed an annual wage not less than the corresponding amount for their attained step for 2,080 hours of actual work during the fifty-two (52) consecutive week period as set forth in paragraph h. below.
- e. Consistent with past pay practices, non-evaluated carriers assigned to routes having forty-three (43) or more paid miles shall receive

compensation for such paid miles in addition to their guaranteed annual wage. However, the Employer may, at any time, reduce or increase such carrier's total compensation by adjusting the number of paid miles of their routes downward or upward, but not to a salary level below the guarantee set forth at the beginning of the guarantee period. Therefore, compensation paid to non-evaluated carriers in excess of the amount of compensation annually guaranteed for 2,080 hours of actual work shall not be considered guaranteed annual wages.

- f. The Employer may, at any time, increase the total compensation paid non-evaluated carriers assigned to routes having forty-two (42) or less paid miles per week by adjusting the number of paid miles of their routes upward. However, compensation paid to such non-evaluated carriers in excess of the amount guaranteed for 2,080 hours of actual work shall not be considered guaranteed annual wages.
- g. The hourly rate for all regular rural carriers compensated pursuant to FLSA Section 7(b)(2) shall be the amount agreed upon.
- h. For all regular rural carriers compensated pursuant to FLSA Section 7(b)(2), the fifty-two (52) consecutive week guarantee periods shall be consecutive beginning and ending with pay periods.
- i. Any regular rural carrier compensated pursuant to FLSA Section 7(b)(2) shall receive overtime compensation as set forth in paragraph k. below, for hours actually worked in excess of twelve (12) hours in any one work day or in excess of fifty-six (56) hours in any work week. All hours paid in accordance with Articles 9.2.C.5.f.(3) shall not be included in hours worked over fifty-six (56) in any work week.
- j. In the event any regular rural carrier compensated pursuant to FLSA Section 7(b)(2) is required to actually work more than 2,080 hours within the fifty-two (52) consecutive week guarantee period, such carrier shall receive overtime compensation as set forth in paragraph k. below, for all hours actually worked in excess of 2,080, up to 2,240, within the guarantee period. All hours paid in accordance with Articles 9.2.C.5.f.(3), 9.2.C.5.j. and k. shall not be included in hours worked in excess of 2,080 up to 2,240 in the guarantee period.
- k. Overtime compensation for regular rural carriers compensated pursuant to FLSA Section 7(b)(2) shall be paid at the rate of 150 percent of the carrier's regular rate. The regular rate for such carriers shall be the total amount of compensation earned for hours actually worked since commencement of the guarantee period, excluding previous overtime pay, divided by the total number of hours the carrier has actually worked since commencement of the guarantee period, excluding previous overtime hours.
- l. For a regular rural carrier compensated under FLSA Section 7(b)(2), Christmas overtime compensation, if appropriate, shall be paid in the regular check following the pay period worked. Any Christmas overtime

hours paid at the FLSA overtime rate shall not be included in hours worked in excess of 2,080 up to 2,240, in the guarantee period.

- m. No regular rural carrier compensated pursuant to FLSA Section 7(b)(2) may actually work in excess of 2,240 hours within the fifty-two (52) consecutive week guarantee period. In the event any such carrier actually works more than 2,240 hours within the guarantee period, the Agreement under FLSA Section 7(b)(2) will be considered void, and such carrier shall be compensated for all hours actually worked during the guarantee period in accordance with FLSA Section 7(a).
- n. Hours of absence from duty are not to be counted in determining the number of hours actually worked by a regular rural carrier compensated pursuant to FLSA Section 7(b)(2).
- o. An employee appointed as a regular rural carrier during the guarantee period, as set forth in paragraph h., except on routes of less than thirty-five (35) evaluated hours, shall be compensated on the evaluated schedule under Section 7(b)(2) of the Fair Labor Standards Act, provided the carrier agrees, in writing at the time of appointment, to terminate the guarantee agreement on the last day of the pay period as defined in 9.2.A.1.h. Such an agreement by any rural carrier is irrevocable. Such an employee shall be compensated in accordance with FLSA Section 7(b)(2) beginning the first day of the next fifty-two (52) consecutive week guarantee period.

A carrier who does not agree to terminate the guarantee, as described above, shall be compensated at the rate in accordance with Article 8, Section 3, in the attained step and overtime for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week, pursuant to Section 7(a) of the Fair Labor Standards Act, until the beginning of the next guarantee period at which time the carrier shall be compensated under the provisions of Section 7(b)(2) of the Fair Labor Standards Act in accordance with Article 9, Section 2, Subsection A.

- p. When a rural letter carrier compensated pursuant to FLSA Section 7(b)(2) resigns, retires, is properly discharged, or is properly terminated for other suitable reasons during the guarantee period, this section terminates as to that carrier, and there is no further obligation under this section on the part of the Employer, provided the section has been complied with up to that time.
- q. Where a rural carrier compensated pursuant to FLSA Section 7(b)(2) is properly placed in a non-pay status, such carrier shall not be compensated for such time, and the compensation which would otherwise have been paid will be deducted from the Employer's guarantee obligation under FLSA Section 7(b)(2).
- r. A regular rural carrier compensated pursuant to FLSA Section 7(b)(2) who is transferred or reassigned, either voluntarily or involuntarily, to another position within or without the rural letter carrier bargaining unit during the fifty-two (52) consecutive week guarantee period shall not

receive less compensation for the balance of the guarantee period than the carrier is guaranteed under this section.

- s. Compensation provided pursuant to lock pouch allowance, temporary deviations, or seasonal route adjustments will not at any time be considered part of a rural carrier's salary guarantee.
- t. When permanent or longstanding route conditions, beyond the control of the rural carrier, cause, or are expected to cause, the rural carrier to exceed the evaluated hours of the route and to exceed the hours of the annual guarantee for the route, the Employer shall provide suitable relief or shall provide appropriate compensation for the actual hours worked in excess of the annual guarantee. Under such conditions, rural carriers shall not be expected to use leave in addition to that normally required to meet the route evaluation or guarantee requirements specified in the agreement.
- u. In the event the provisions of this section conflict with any Postal Service regulation, manual, or handbook, the provisions of this section will be deemed controlling.

2. FLSA Section 7(a)

The following employees shall be compensated in accordance with FLSA Section 7(a):

- a. Evaluated carriers assigned to routes having less than thirty-five (35) hours of required service per week.
- b. Regular rural carriers receiving non-evaluated compensation assigned to routes having less than thirty-one (31) paid miles.
- c. Part-time flexible rural carriers.
- d. Substitute rural carriers.
- e. Rural carrier associates.
- f. Rural carrier relief employees.
- g. Auxiliary rural carriers.
- h. Employees appointed as regular rural carriers during the guarantee period not covered by Section 7(b)(2) of the Fair Labor Standards Act.

In the event the provisions of this section conflict with any Postal Service regulation, manual, or handbook, the provisions of this section shall be deemed controlling.

B. Rural Carrier Schedule

1. The Rural Carrier Schedule is the basis for non-evaluated rural carrier compensation. Increases negotiated as a result of collective bargaining shall be applied in accordance with past policies and procedures.
2. Regular rural carriers assigned to RCS routes in excess of thirty (30) miles shall be compensated on the basis of the Rural Carrier Schedule and in accordance with Article 9, Section 2, Subsection A, pursuant to Section 7(b)(2) of the Fair Labor Standards Act.
3. Regular rural carriers assigned to RCS routes of thirty (30) miles or less shall be compensated on the basis of the Rural Carrier Schedule. In addition, compensation for hours of required service in excess of forty (40) actual work hours during a week shall be at the overtime rate in accordance with Section 7(a) of the Fair Labor Standards Act.
4. Temporary Route Deviations. A temporary change in salary shall be authorized when route deviations continue for more than thirty (30) calendar days. All salary changes will become effective at the beginning of the first pay period following completion of the first thirty (30) days of the detour and at the beginning of the first pay period after the deviation is terminated.

C. Evaluated Compensation

1. Definition

Evaluated compensation is additional compensation above that provided in the Rural Carrier Schedule. The Evaluated Schedule shall show the annual compensation for evaluated hours of required service per week, up to and including forty-eight (48) hours, based on the compensation for a 42-mile route established by the Rural Carrier Schedule as a compensation of an evaluated 40-hour week. Compensation for required evaluated service in excess of forty (40) hours per week shall be valued at 1 1/2 the hourly rate of the 40-hour per week rate to determine annual compensation on routes where the required evaluated service exceeds forty (40) hours, but does not exceed forty-eight (48) hours per week.

2. Evaluated Compensation

Evaluated compensation will be authorized on the basis of evaluated time, as determined by the office and route time standards, after subtracting any relief time and in accordance with the following:

- a. Regular rural carriers assigned to evaluated routes evaluating to thirty-five (35) hours or more shall be compensated on the basis of the Evaluated Schedule and in accordance with Article 9, Section 2, Subsection A, pursuant to Section 7(b)(2) of the Fair Labor Standards Act.
- b. Regular rural carriers assigned to evaluated routes evaluating to less than thirty-five (35) hours shall be compensated on the basis of the Evaluated Schedule. In addition, compensation for hours of required service in excess

of forty (40) actual work hours during a service week shall be at the overtime rate in accordance with Section 7(a) of the Fair Labor Standards Act.

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 2002, a national mail count will be conducted on all rural routes for twelve (12) working days beginning February 28, and ending March 13, 2002. The effective date for the national mail count will be May 4, 2002.**
 - (2) **In 2003, a national mail count will be conducted on all rural routes for twenty-four (24) working days beginning February 15, and ending March 15, 2003. Regular rural carriers may exercise an option not to count if mutually agreeable between the rural carrier and the Postal Service. The mail count will be effective at the beginning of the second full pay period in the calendar month following the count.**
 - (3) **In 2004, a national mail count will be conducted on all rural routes for eighteen (18) working days beginning February 14, and ending March 6, 2004. Regular rural carriers may exercise an option not to count if mutually agreeable between the rural carrier and the Postal Service. The mail count will be effective at the beginning of the second full pay period in the calendar month following the count.**
 - (4) 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.
- b. Whenever a carrier represents that certain unusual conditions or special services were not reflected in the latest evaluation, the evaluated time may be adjusted by an appropriate allowance as determined by the Employer. Such additional allowance may be authorized only when the carrier's actual work time exceeds the current evaluated time for the route.

4. Centralized Delivery

Centralized delivery, for the purpose of establishing a rural time allowance, is defined as any mail receiving unit where the carrier has access to more than one individual customer's receptacle by opening only one door, such as Cluster Box Units, Apartment Receptacles, Delivery Centers, Postal Centers, Mailrooms, etc.

5. Relief Days

- a. Assistance in the form of relief days on evaluated routes, except during the Christmas period, will be provided when the evaluated time exceeds forty-six (46) hours per week or as necessary to keep the total actual work hours under 2,080 during the guarantee period. When such relief is provided, the rural carrier's compensation will be on the basis of the remaining hours of required evaluated service per week.
- b. In offices where the Employer determines it is necessary to change the relief day of one or more regular routes, the following formula will be utilized. The minimum number of routes on which a Saturday relief day must be authorized will be calculated using the total number of leave replacements assigned and working in the office minus the number of auxiliary routes divided by the total number of regular routes authorized a relief day. Then, subtract .10 and the result is then multiplied by the total number of routes authorized a relief day and rounded down to the next whole number. This figure is the minimum number of routes on which management must authorize a Saturday relief day. Subtract this figure from the total number of regular routes authorized a relief day. This final figure is the maximum number of K routes that management may require a non-Saturday relief day.
- c. The Employer will not require a single non-Saturday relief day to be assigned to more routes than a Saturday relief day. A Friday/Saturday rotating relief day or any pair of Friday/Saturday rotating relief days equates to one Friday relief day.
- d. The following actions will occur in the order presented until the required number of K routes with relief days other than Saturday is reached:
 - (1) Any regular rural carrier assigned to a K route with a Saturday relief day may elect to permanently change the relief day to another day (including Friday/Saturday rotating), provided the new relief day will assist in reaching the required number of routes with relief days other than Saturday. Any rural carrier that selects Tuesday, Wednesday, or Thursday as the relief day will be given the incentive of allowing the route's evaluation to increase to 53:00 to 55:00 standard hours through normal growth and maintain such evaluation for the duration the rural carrier is assigned that route and that relief day. The Employer will adjust these routes down to 53:00 to 55:00 standard hours when adjustments are necessary. However, adjustments may be made below 53:00 to 55:00 standard hours consistent with contractual provisions and applicable regulations. Bids for posted routes with Tuesday, Wednesday, or Thursday relief days and residual vacancies with Tuesday, Wednesday, or Thursday relief days awarded to part-time flexible rural carriers, substitutes, or rural carrier associates, will not result in the above incentive.
 - (2) If the required number of K routes with relief days other than Saturday has not been reached, the Employer may assign a relief day other than Saturday to those K routes with a Saturday relief day, based on juniority

in the office. Should the new relief day be Tuesday, Wednesday, or Thursday the provisions in (1), above, are not applicable.

- e. The Employer may reassign the non-Saturday relief day if the office has increased the number of leave replacements. Such reassignment will be offered to rural carriers by seniority. If additional Saturday relief days are available, the Employer may then mandate the reassignment of the relief day by juniority. Any incentive provided for the relief day will cease upon such reassignment.
- f. **Except as provided in item i. below**, regular rural carriers on the relief day work list who work the relief day will select one of the following options:
 - (1) An X day (a day for working a prior relief day) to be immediately scheduled by mutual agreement between the carrier and the Employer. The scheduled X day must be within the next twelve (12) weeks. **PS Form 3971 will be completed for the mutually agreed X day and the scheduled X day will be given the same consideration as approved annual leave.**
 - (2) Compensation at 50% of the carrier's daily rate of pay, in addition to receiving an X day within twelve (12) weeks as scheduled by the Employer.
 - (3) Compensation at 150% of the carrier's daily rate of pay. The carrier will not receive an X day.
- g. **Except as provided in item i. below**, regular rural carriers not on the relief day work list who are required to work the relief day will receive compensation at 50% of the carrier's daily rate of pay, in addition to receiving an X day within twelve (12) weeks as scheduled by the Employer.
- h. The Employer will not allow a regular rural carrier to work a relief day in accordance with their personal wishes when a qualified leave replacement is available in the delivery unit.
- i. **Without recourse to Article 8 Section 5, the Employer may allow a regular rural carrier to work on his or her relief day in order to grant the leave replacement scheduled to serve the regular's route, the day off, provided:**
 - (1) **The leave replacement has submitted a written request to be non-scheduled or to have leave on the regular's relief day;**
 - (2) **The regular rural carrier has signed the request, thereby indicating agreement; and**
 - (3) **The regular rural carrier and the Employer have agreed that compensation for working the relief day will only be an X day to be immediately scheduled by mutual agreement.**

The scheduled X day must be within the next twelve (12) weeks. PS Form 3971 will be completed for the mutually agreed X day and

the scheduled X day will be given the same consideration as approved annual leave. A part-time flexible rural carrier is not entitled to the route's evaluated hours for any day the Employer has granted his or her request to be non-scheduled.

- j. During the period that starts with the beginning of the guarantee period through the end of the designated Christmas period, a regular rural carrier who works the relief day (R day) and is entitled to an X day, must be given the X day as scheduled by the Employer within the same pay period in which the relief day (R day) was worked. Regular rural carriers shall be prohibited from scheduling a previously earned X day from the beginning of the guarantee period through the end of the designated Christmas period. If the X day is not received within the same pay period, the Employer will compensate the regular rural carrier 100% of the carrier's daily rate of pay in lieu of the X day.
- k. If, for any reason, an X day is not received within the twelve week period in accordance with Subsections f.(2) and g. above, the Employer will compensate the regular rural carrier 100% of the carrier's daily rate of pay in lieu of an X day. The period from the beginning of the guarantee period through the end of the designated Christmas period is not included when counting the twelve weeks in which an X day must be received.

6. Route Classification

Rural routes shall be classified as follows:

a. TABLE OF EVALUATED HOURS FOR REGULAR RURAL ROUTES

H Routes (No Relief Days)

Total Hours and Minutes Per Week (Standard Hours)	Evaluated Hours
40:30 to 41:29	41 Hours
41:30 to 42:29	42 Hours
42:30 to 43:29	43 Hours
43:30 to 44:29	44 Hours
44:30 to 45:29	45 Hours
45:30 to 46:29	46 Hours

J Routes (Relief Day Every Other Week)

Total Hours and Minutes Per Week (Standard Hours)	Evaluated Hours
44:11 to 45:15	41 Hours
45:16 to 46:21	42 Hours
46:22 to 47:27	43 Hours
47:28 to 48:32	44 Hours
48:33 to 49:37	45 Hours
49:38 to 50:43	46 Hours

K Routes (Relief Day Each Week)

Total Hours and Minutes Per Week (Standard Hours)	Evaluated Hours
47:24 to 48:35	40 Hours
48:36 to 49:47	41 Hours
49:48 to 50:59	42 Hours
51:00 to 52:11	43 Hours
52:12 to 53:23	44 Hours
53:24 to 54:35	45 Hours
54:36 to 55:47	46 Hours
55:48 to 56:59	47 Hours*
57:00 to 57:36	48 Hours*

*Normally, these categories should only be used as interim classifications pending route adjustments.

b. TABLE OF EVALUATED HOURS FOR AUXILIARY ROUTES

Standard Hours and Minutes Per Week (Standard Hours)	Evaluated Hours
11:30 to 12:29	12 Hours
12:30 to 13:29	13 Hours
13:30 to 14:29	14 Hours
14:30 to 15:29	15 Hours
15:30 to 16:29	16 Hours
16:30 to 17:29	17 Hours
17:30 to 18:29	18 Hours
18:30 to 19:29	19 Hours
19:30 to 20:29	20 Hours
20:30 to 21:29	21 Hours
21:30 to 22:29	22 Hours
22:30 to 23:29	23 Hours
23:30 to 24:29	24 Hours
24:30 to 25:29	25 Hours
25:30 to 26:29	26 Hours
26:30 to 27:29	27 Hours
27:30 to 28:29	28 Hours
28:30 to 29:29	29 Hours
29:30 to 30:29	30 Hours
30:30 to 31:29	31 Hours
31:30 to 32:29	32 Hours
32:30 to 33:29	33 Hours
33:30 to 34:29	34 Hours
34:30 to 35:29	35 Hours
35:30 to 36:29	36 Hours
36:30 to 37:29	37 Hours
37:30 to 38:29	38 Hours

38:30 to 39:29	39 Hours*
39:30 to 40:29	40 Hours*
40:30 to 41:29	41 Hours*
41:30 to 42:29	42 Hours*
42:30 to 43:29	43 Hours*
43:30 to 44:29	44 Hours*
44:30 to 45:29	45 Hours*
45:30 to 46:29	46 Hours*
46:30 to 47:29	47 Hours*
47:30 to 48:29	48 Hours*
48:30 to 49:29	49 Hours*
49:30 to 50:29	50 Hours*
50:30 to 51:29	51 Hours*
51:30 to 52:29	52 Hours*
52:30 to 53:29	53 Hours*
53:30 to 54:29	54 Hours*
54:30 to 55:29	55 Hours*
55:30 to 56:29	56 Hours*
56:30 and Over	57 Hours*

***Normally, these categories should only be used as interim classifications pending conversion to a regular route.**

7. Classification Options and Reviews

a. Any rural carrier whose route may be classified in more than one evaluated classification may elect the higher route classification if the following requirements are met:

- (1) It must be demonstrated that the rural carrier's actual work hours will not exceed 2,080 during the guarantee period. Christmas overtime hours, if any, will increase this benchmark, provided that the hours in excess of 2,080 occur in the last pay period of the guarantee period. Such determination should be based on, but not limited to, the rural carrier's performance during the previous year;
- (2) The rural carrier agrees in writing to use sufficient annual leave to assure that the total actual hours worked, with appropriate consideration of Christmas overtime, will not exceed the 2,080 annual guarantee;
- (3) The rural carrier must be in a 6- or 8-hour (20 or 26 days) leave category.

b. Reviews

- (1) National Count, Interim Adjustment, or Special Count

At the time of the national count, interim adjustment, special count, or just prior to the beginning of the guarantee period the postmaster must arrange a meeting with each eligible rural carrier to discuss requirements for election of a higher classification for which the rural

carrier may qualify. The commitment to use sufficient annual leave in order to qualify for a higher classification must be made in writing to give the postmaster assurance that the actual work hours will not exceed 2,080 hours during the guarantee period. The written commitment must be submitted with the appropriate forms at the time of a national count, interim adjustment, special count, or high option election.

(2) Review—During Guarantee Period

When a postmaster believes that a rural carrier will exceed 2,080 actual work hours during the guarantee period, the following procedures shall apply: The rural carrier must be advised, in writing, and a meeting arranged to discuss the action deemed to be necessary to assure that the actual hours do not exceed the 2,080 annual guarantee. At such meeting, the postmaster shall ascertain whether or not a rural carrier, not covered under C.7.a, will commit, in writing, to use sufficient annual leave to keep the actual work hours under 2,080 during the guarantee period. Normally, route adjustments or additional relief days will not be necessary in order to control actual work hours where the rural carrier has given specific commitments of annual leave and such leave usage will keep the actual work hours under 2,080 for the guarantee period. However, the postmaster may take such action as necessary to avoid actual work hours in excess of 2,080 during the guarantee period.

c. Effect of Leave Commitment on Saved Salary

In the event it becomes necessary to adjust a route, either evaluated or non-evaluated because the rural carrier failed to make a commitment to use sufficient annual leave earned during the guarantee period to assure that the actual work hours will not exceed the 2,080 hour annual guarantee, the saved salary for the rural carrier shall be limited to the salary guarantee under Section 7(b)(2) of the Fair Labor Standards Act in accordance with Article 9, Section 2, Subsection A.

8. Overburdened Routes

a. Definition

A route is considered overburdened when:

- (1) The standard hours for the route are outside of the Table of Evaluated Hours; or
- (2) The regular rural carrier who is assigned to the route does not, or is not expected to, meet the requirement to stay within the annual guarantee for the route.

b. Relief of Overburdened Routes

Permanent relief will be arranged as soon as practicable for overburdened routes. Auxiliary assistance may be provided as a temporary means of providing relief for those routes as defined in (1) above. Assistance is provided, equivalent to the lesser of the following:

- (1) the regular rural carrier's actual weekly work hours that are in excess of 48 hours (K classification); or
- (2) the standard hours for the route that are in excess of 57:36.

9. Changes in Compensation

Changes in compensation due to eligibility for adjustment, or loss of evaluated compensation as determined by a mail count evaluation shall be effected at the beginning of the guarantee period, except for those special counts conducted pursuant to Article 9.2.C.11.a.(3), (4), and (5). Changes in compensation based on Article 9.2.C.11.a.(3), (4), and (5) shall be effected at the beginning of the second full pay period in the calendar month following the evaluation, except special counts occurring the last twelve (12) days in September will be effected at the beginning of the guarantee period. When making changes in compensation as a result of interim adjustments or special counts, no rural carrier's salary may be reduced below the salary guarantee during the guarantee period.

10. Substantial Service Changes

- a. When substantial service changes occur, an increase or decrease of **one (1) full hour (60 minutes)** in the evaluation of a rural route's hours as determined by the formula in this paragraph, which indicate possible eligibility for, or adjustment of evaluated compensation, the Employer shall promptly adjust the route evaluation and shall make a prompt adjustment in the compensation. Such interim adjustment shall be made by application of a formula based upon (1) the appropriate box allowance added to the volume factor multiplied by the boxes added to or subtracted from the route since the last evaluation and (2) the change in miles multiplied by the appropriate factor.
- b. When the service changes equal a full four (4) hours (240 minutes) difference from the standard hours established by the last official mail count, the route will be scheduled for count in the following September. Should this route qualify for and be given a special count pursuant to the provisions of Article 9.2.C.11.a.(3), (4), and (5), it will not be recounted in September. For immediate salary purposes, the cumulative adjustments in compensation will be determined by the interim adjustment formula.
- c. To allow sufficient time to schedule the routes for a September count, the four (4) hours of change must be effective by the end of pay period 17 for the route to be counted in September of that fiscal year. Routes reaching the four (4) hour growth benchmark during pay periods 18

through 21 will be scheduled for a mail count in September of the following fiscal year. Salary adjustments for these carriers will be made in accordance with Article 9, Section 2.C.10.b.

11. Special Counts

- a. Special counts are conducted under the following five (5) circumstances:
 - (1) Substantial route adjustments including route consolidations involving a service change of four (4) hours or more. Normally, this is a result of an adjustment of territory.
 - (2) For routes experiencing 240 minutes (4 hours) in substantial service changes in accordance with Article 9.2.C.10. Normally, this is a result of changes in delivery growth.
 - (3) When circumstances have negated the validity of the latest count and evaluation. No salary adjustments will be made as a result of the count unless the evaluation of the route is changed by 120 minutes (2 hours) or more.
 - (4) When an auxiliary route evaluates thirty-nine (39:00) standard hours or more.
 - (5) Whenever a 120 minute (2 hours) or more salary adjustment is made on a route, whether due to a substantial service change or a route adjustment, and the density of the route after the change has been increased to twelve (12) boxes per mile or more.
- b. Special counts conducted under Article 9.2.C.11.a. will be for twelve (12) working days and shall be taken at the initiative of the Employer or in response to a justifiable request from the carrier on the affected route. The special mail count based on provisions in a.(1) and (2) above, must be made during the last twelve (12) working days in September. Salary adjustments will be made pursuant to Article 9.2.C.9. Special counts under Article 9.2.C.11.a.(3), (4), and (5), will be scheduled in accordance with the following:
 - (1) Special mail counts must be completed within ninety (90) days of the effective date of the change.
 - (2) Management will consult with the local Union/carrier in establishing a count period. The parties commit to a representative period. Where the count period is in dispute, the issue will be whether the period selected is representative.
 - (3) Additionally, no special counts will be conducted in July, August, or December.

12. Seasonal Route

A seasonal route is a route where certain families are provided delivery for only a specified period of less than one (1) year. Normally, these routes are located in resort or vacation areas. The seasonal period is defined as that period in which the carrier is required to attempt delivery and the seasonal period ends when delivery is no longer required of the carrier.

The following steps will be taken when serving seasonal boxes:

- a. At the beginning of the seasonal period, the evaluation shall be adjusted by application of a formula based upon (1) the appropriate box allowance added to the volume factor multiplied by the boxes added to the route and (2) the change in miles multiplied by the appropriate factor.
- b. At the conclusion of the seasonal period, the seasonal boxes will be subtracted from the evaluation.
- c. If the seasonal period overlaps the national count or a special count, at the conclusion of the seasonal period, seasonal boxes will be subtracted from the evaluation as in paragraphs a. and b. above.

13. Temporary Route Deviations

Any temporary route deviations of more than thirty (30) calendar days duration shall be added to the evaluation and the salary shall be adjusted accordingly. Upon termination of the deviation, the route evaluation shall be adjusted to its former status. No special count shall be made either at the beginning or ending of the deviation. All salary changes will become effective at the beginning of the first pay period following completion of the first thirty (30) days of the detour and at the beginning of the first pay period after the deviation is terminated.

14. Recurring Work Duties

When daily recurring work duties other than traditional service functions are added to or removed from a route after the latest route evaluation, the Employer shall promptly determine time requirements for such added or removed duties and authorize any appropriate adjustment of evaluated compensation.

15. Administrative Errors

Any administrative error which results in underpayment of a rural carrier (except remeasurement) will be retroactively corrected, unless the rural carrier knew or should reasonably have known of the error and failed to notify the Employer within two (2) weeks.

D. L Route Compensation

L routes are those routes that have a density of twelve (12) boxes per mile or more. These routes are to be compensated under the evaluated compensation provisions of this Agreement. Any route that meets the density criterion, as determined by a mail count, will be converted to an L route. The following provisions will apply to L routes:

1. L routes will be allowed the classification options provided in 9.2.C.7.
2. Any route converted to an L route will retain that classification unless the results of a national or special mail count indicate that the L route's box density has decreased to less than twelve (12) boxes per mile. In that event, the route will be evaluated and removed from the L route classification. (This does not apply to seasonal routes where the box density fluctuates above or below twelve (12) boxes per mile.)

E. Compensation for Part-time Flexible Rural Carriers

1. Compensation for part-time flexible rural carriers shall be based on the evaluation or mileage of the route, whichever is appropriate, when they are not required to actually work in excess of forty (40) hours in a work week. When the total actual work hours exceed forty (40) hours per work week, compensation shall be on the basis of hours actually worked in accordance with Article 8, Section 3, attained step. Compensation for work performed in excess of forty (40) hours per week shall be at the overtime rate pursuant to Section 7(a) of the Fair Labor Standards Act.
2. When serving on an auxiliary route, part-time flexible rural carriers shall be compensated based on the daily evaluated hours of the route regardless of the number of hours actually worked, unless they work in excess of forty (40) hours in a work week. When the carrier's total actual work hours exceed forty (40) hours per week, compensation shall be on the basis of hours actually worked in accordance with Article 8, Section 3, attained step, and hours in excess of forty (40) hours per week shall be at the overtime rate pursuant to Section 7(a) of the Fair Labor Standards Act.
3. When serving as an auxiliary assistant, part-time flexible rural carriers shall be compensated for all hours actually worked within forty (40) hours per week in accordance with Article 8, Section 3, attained step, and at the overtime rate for all hours actually worked in excess of forty (40) hours per work week pursuant to Section 7(a) of the Fair Labor Standards Act.

F. Compensation for Substitute Rural Carriers

1. Compensation for substitute rural carriers, except for those covered under Subsection G, shall be based on the evaluation or mileage of the route, whichever is appropriate, when they are not required to actually work in excess of forty (40) hours in a work week. When the total actual work hours exceed forty (40) hours per work week, compensation shall be on the basis of hours actually worked in accordance with Article 8, Section 3, attained step. Compensation for work performed in excess of forty (40) hours per work week shall be at the overtime rate pursuant to Section 7(a) of the Fair Labor Standards Act.

2. When serving on an auxiliary route, substitute rural carriers shall be compensated based on the daily evaluated hours of the route regardless of the number of hours actually worked, unless they work in excess of forty (40) hours in a work week. When the carrier's total actual work hours exceed forty (40) hours per week, compensation shall be on the basis of hours actually worked in accordance with Article 8, Section 3, attained step, and hours in excess of forty (40) hours per week shall be at the overtime rate pursuant to Section 7(a) of the Fair Labor Standards Act.
3. When serving as an auxiliary assistant, substitute rural carriers shall be compensated for all hours actually worked within forty (40) hours per work week in accordance with Article 8, Section 3, attained step, and at the overtime rate for all hours actually worked in excess of forty (40) hours per work week pursuant to Section 7(a) of the Fair Labor Standards Act.

G. Substitute Rural Carrier on Vacant Route or on Route Where Carrier Is on Extended Leave

1. Substitute rural carriers serving full-time on routes eligible for coverage under Section 7(b)(2) of the Fair Labor Standards Act shall be compensated on the basis of mileage or evaluated time, whichever is appropriate, pursuant to Section 7(b)(2) of the Fair Labor Standards Act provided the carrier agrees, in writing at the time of appointment, to terminate the guarantee at the end of the guarantee period or upon the filling of the vacancy or the return of the regular carrier to the route. Such an agreement by a substitute rural carrier is irrevocable.
2. A carrier on such route who does not agree to terminate the guarantee as described in paragraph 1 of this section shall be compensated in accordance with Article 8, Section 3, in the attained step and overtime compensation for work performed only after eight (8) hours on duty in any one (1) service day or forty (40) hours in any service week, pursuant to Section 7(a) of the Fair Labor Standards Act.

H. Compensation for Auxiliary Rural Carriers

1. When auxiliary rural carriers serve on an auxiliary route, they shall be compensated in accordance with Article 9.2.F.2.
2. When auxiliary rural carriers provide auxiliary assistance, they shall be compensated in accordance with Article 9.2.F.3.
3. All previous continuous service as an auxiliary rural carrier or substitute rural carrier shall be counted in determining step placement.
4. Auxiliary rural carriers shall earn steps in the same manner as regular and substitute rural carriers.

I. Compensation for Rural Carrier Associates and Rural Carrier Relief Employees

1. Compensation for rural carrier associates and rural carrier relief employees shall be based on the evaluation of the regular or auxiliary route served when they do not work in excess of forty (40) hours per week. When the total actual work hours exceed forty (40) hours per week, compensation shall be on the basis of hours actually worked in accordance with Article 8, Section 3. Compensation for work performed in excess of forty (40) hours per week shall be at the overtime rate pursuant to Section 7(a) of the Fair Labor Standards Act.
2. When serving as an auxiliary assistant, rural carrier associates and rural carrier relief employees shall be compensated for all hours actually worked within forty (40) hours per work week in accordance with Article 8, Section 3, and at the overtime rate for all hours actually worked in excess of forty (40) hours per work week pursuant to Section 7(a) of the Fair Labor Standards Act.

J. Equipment Maintenance Allowance

1. General Policy

The following provisions will determine the payment of Equipment Maintenance Allowance (EMA), except when a vehicle is provided by the Employer. In such a case, the employee will not be entitled to EMA.

2. Vehicle Equipment

Rural carriers shall furnish all necessary vehicle equipment for prompt handling of the mail unless the vehicle is furnished by the Employer. The Employer reserves the right to provide vehicles at its option to any route. For each day on which a carrier or replacement who is required to provide a vehicle receives pay in an active duty status as a rural carrier, such employee shall be paid for EMA for the day determined from the applicable schedule.

3. Rate of EMA

- a. Effective **July 1, 2000**, the equipment maintenance **allowance base rate shall be thirty-five and one-half cents (35.5¢)** per mile or major fraction of a mile scheduled per day or **\$14.20**, whichever is greater.
- b. To meet future price fluctuations in all vehicle operating costs, the EMA rate shall be adjusted pursuant to changes in the Expenditure Category for Private Transportation (Unadjusted index), as issued in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The adjustment shall be calculated following the release of the CPI-W for the months of May and November. The CPI-W (Unadjusted) for November 1995 and the EMA Rate for **July 1, 2000**, will be the base period for comparison for all changes calculated during the life of this Agreement.
- c. The EMA change will be calculated by determining the difference between the CPI-W (Unadjusted index) for the Expenditure Category for Private Transportation for the period being reviewed and the November 1995 Expenditure Category for Private Transportation. To determine the cent per mile change, multiply the **July 1, 2000** EMA rate, by the CPI-W for Private

Transportation (Unadjusted index) for the period being reviewed divided by the CPI-W for November 1995. Round the calculation to the nearest one-half cent to determine if an EMA adjustment is required. The EMA rate shall be adjusted, both for increases and decreases, by one-half cent (0.5¢) per mile and the minimum rate by twenty cents (20¢). The Special EMA chart shall be adjusted accordingly. Such changes shall become effective at the second full pay period after release of the index which triggers the adjustment.

4. Special EMA Chart

To supplement the allowance above for those rural routes having a large number of stops in relation to the number of miles, a special EMA schedule shall be established. The chart will be adjusted accordingly, as subsequent changes in the rate per mile become effective.

5. Auxiliary Assistance and Auxiliary Rural Carriers

Unless a USPS owned or leased vehicle is provided, a leave replacement who is performing auxiliary assistance or is employed as an auxiliary rural carrier shall provide a vehicle and, in addition to compensation, shall be paid an EMA on a per-mile or per-hour basis, whichever is greater, based on the **EMA base rate of thirty-five and one-half cents** per mile or a minimum of **\$4.15** per hour, but not to exceed the amount provided for in the special chart for the route stops and miles. Any changes in the EMA pursuant to the provisions in Section 2.J.3 will result in an adjustment of 5 cents per hour for each adjustment of one-half cent (0.5¢) cent per mile.

6. Temporary Deviations

In the event of a temporary deviation, an increase in the EMA will be authorized if the total miles traveled, including deviations, exceed forty (40) miles per day.

K. Christmas Allowances and Procedures

1. General Policy

The Christmas period begins on the first Saturday of December and terminates as specified in the Employer's Christmas Postal Bulletin.

The following provisions will apply only to those carriers covered under Section 7(b)(2) of the Fair Labor Standards Act in accordance with Article 9, Section 2, Subsection A, except that regular carriers assigned to evaluated routes having less than thirty-five (35) hours of required service per week shall receive compensation in accordance with K.1.c below; and rural carriers working auxiliary routes shall receive compensation in accordance with K.1.e below.

a. RCS Carriers

- (1) An RCS carrier whose route evaluated less than thirty-five (35) hours per week shall be given auxiliary assistance sufficient to limit the carrier's work week to fifty-six (56) hours.

- (2) An RCS carrier whose route evaluates thirty-five (35) hours, but less than forty (40) hours per week, shall be granted additional compensation at the appropriate overtime rate (Article 8, Section 3) at the carrier's attained step for all hours of required service in excess of forty-eight (48) hours, unless the total hours worked exceed the limitations of Section 7(b)(2) of FLSA of twelve (12) hours in a day, fifty-six (56) hours in a week or 2,080 hours during the guarantee period, in which case the rate for the hours in excess of those limitations shall be at the appropriate FLSA overtime rate.
- (3) An RCS carrier whose route evaluates forty (40) hours per week or more shall be granted additional compensation at the appropriate overtime rate (Article 8, Section 3) at the carrier's attained step for all hours of required service in excess of the equivalent hours for which they are compensated on the Rural Carrier Schedule, unless the total hours worked exceed the limitations of Section 7(b)(2) of FLSA of twelve (12) hours in a day, fifty-six (56) hours in a week or 2,080 hours during the guarantee period, in which case the rate for the hours in excess of those limitations shall be at the appropriate FLSA overtime rate.

b. Evaluated Carriers (Routes 35 Hours or More)

- (1) For all hours of required service in excess of the evaluated hours of the route, evaluated carriers shall be paid additional compensation at the appropriate rate for their step, in accordance with Article 8, Section 3, for those hours within the 40-hour work week and at the FLSA overtime rate for those hours in excess of 40 or evaluated hours, whichever is greater, pursuant to the rate set by Article 9, Section 2.A.1.k, and under the restrictions found in Article 9, Section 2.A.1.l.

(2) Assistance on Relief Day

When the needs of the service require, a regular rural carrier serving a route where a relief day is authorized may be required to work on his scheduled relief day as an auxiliary rural carrier in dual employment capacity. Such carrier shall be compensated pursuant to the rate set by Article 9, Section 2.A.1.k, and under the restrictions found in Article 9, Section 2.A.1.l.

c. Evaluated Carriers (Routes Less Than 35 Hours)

For all hours of required service in excess of the evaluated hours of the route, the carriers shall be paid additional compensation at the appropriate rate for the Step, in accordance with Article 8, Section 3, for those hours within the 40-hour work week and at the appropriate FLSA overtime rate for those hours in excess of 40, in compliance with Section 7(a) of the Fair Labor Standards Act.

d. Substitute Rural Carriers

- (1) Substitute on a Vacant Route

A substitute rural carrier serving full-time on a vacant route or where the regular carrier is on leave shall qualify for auxiliary assistance and/or overtime compensation in the same manner as a regular carrier during the Christmas period.

(2) Substitute Serving as Auxiliary Assistant

The substitute rural carrier shall be compensated at the substitute's attained step in accordance with Article 8, Section 3, when serving as an auxiliary assistant or on an auxiliary route.

e. Rural Carriers Working Auxiliary Routes

Effective with the 1987 Christmas period, rural carriers performing service on an auxiliary route shall be compensated on the basis of hours actually worked in accordance with Article 8, Section 3.

f. Christmas Holiday Leave

The Christmas holiday and paid leave taken by regular carriers will be credited as work performed for the purpose of determining work hours during the Christmas period. Such holiday and paid leave should be computed on the basis of the appropriate daily evaluation for the route as shown in the following table:

Evaluated hours	6 day "H" routes daily hours & minutes	5-1/2 day "J" routes daily hours & minutes	5 day "K" routes daily hours & minutes
25	4:10	----	
26	4:20	----	
27	4:30	----	
28	4:40	----	
29	4:50	----	
30	5:00	----	
31	5:10	----	
32	5:20	----	
33	5:30	----	
34	5:40	----	
35	5:50	----	
36	6:00	----	
37	6:10	----	
38	6:20	----	
39	6:30	----	
40	6:40	----	8:00
41	6:50	7:27	8:12
42	7:00	7:38	8:24
43	7:10	7:49	8:36
44	7:20	8:00	8:48
45	7:30	8:11	9:00
46	7:40	8:22	9:12
47	----	----	9:24

Evaluated hours for a "J" route will be determined for each week rather than from Form 4241-A. In determining the number of additional route hours for which pay is provided for "J" routes, the evaluated hours per week shall be computed by multiplying the daily hours and minutes shown in column 5 of the chart for 5 1/2-day "J" routes by the actual number of days the carrier worked that week.

L. Pouch Mail

Additional compensation will be provided to rural carriers and their replacements for carrying pouch mail for each stop at an office so served in accordance with the following schedule, except that no rural carrier on the Evaluated Schedule shall receive less than would be provided if a 5-minute daily allowance were added to the evaluation for each stop at an office so served.

- Under 50 pounds (average daily weight)—no allowance
- 50-75 pounds—\$76.00 to \$124.00 per annum
- 75-100 pounds—\$124.00 to \$160.00 per annum
- 100-150 pounds—\$160.00 to \$184.00 per annum

M. Training Pay

1. A newly appointed rural carrier craft employee or a leave replacement assigned to more than one route will be allowed a reasonable period with pay to become familiar with the route and become proficient.
2. When involuntary reassignments of rural carriers occur, the carrier may be scheduled for familiarization training on the new route, on the clock, as follows:
 - a. New route under 30 hours evaluation: 1 day
 - b. New route 30-40 hours evaluation: 2 days
 - c. New route 40 hours or more evaluation: 3 days
3. When a voluntary reassignment of a regular rural carrier occurs outside the delivery unit, the regular carrier shall be scheduled for one (1) day of on-the-clock familiarization training on the new route. Such training should conform to the requirements of Handbook EL-701A, New Employee Training for Non-maintenance Employees.
4. When a regular rural route is substantially changed by major additions of territory, the regular rural carrier serving such route shall be scheduled for on-the-clock familiarization training on the basis of the following:
 - a. Addition of 100 to 200 boxes —1 day
 - b. Addition of 201 to 350 boxes —2 days

- c. Addition of 351 or more boxes —3 days

N. Training Presentations

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

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.

All other rural carriers (Designations 73, 75, 76, 77, and 78) will be compensated based on actual time used for training multiplied by their individual computed hourly rate.

ARTICLE 10 LEAVE

Section 1. Leave Funding

The Employer shall continue funding the leave program so as to continue the current leave earning level for the duration of this Agreement.

Section 2. Annual Leave

A. Minimum Units and Availability of Leave Replacements

Regular rural carriers shall be granted annual leave in minimum units of one day. Rural carriers should be granted annual leave in accordance with their personal wishes, provided a leave replacement is available. It shall be the responsibility of each rural carrier to plan annual leave at times when a leave replacement is available. If the leave replacement for the route is committed to serve another regular rural route, such leave replacement is not available. A regular rural carrier should not be unreasonably denied annual leave because of the leave replacement's assignment to a vacant route, auxiliary route, or a route where the regular rural carrier is on extended leave.

B. Forfeiting Leave

Care shall be exercised to assure that no employee is required to forfeit any part of that employee's annual leave.

C. Approved Leave

All previously approved annual leave requests must be honored except in serious emergency situations.

Section 3. Sick Leave

The Employer agrees to continue the administration of the present sick leave program, which shall include the following specific items:

- a. Credit employees with sick leave as earned.
- b. Charge to annual leave or leave without pay (at employee's option) approved absence for which employee has insufficient sick leave.
- c. Employee becoming ill while on annual leave may have leave charged to sick leave upon request.
- d. Regular rural carriers shall be charged sick leave in minimum units of one day.
- e. For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence.

Section 4. Saturday Leave

- A. The approved absence on a Saturday of a regular rural carrier, substitute, or rural carrier associate in a leave earning capacity, which occurs within or at the beginning or end of a period of annual or sick leave, shall be without charge to such leave or loss of compensation provided the appropriate leave balance on the Form 1223 (Earnings Statement) reflects at least 6 days of leave and the following conditions are met:
 1. There are more than 5 days of annual or sick leave within the period; or
 2. There are more than 4 days of annual or sick leave plus a holiday (see Article 11) within the period. If a holiday falls on Saturday, which is a scheduled work day, absence on the preceding Friday shall be without charge to leave. If the leave period is 4 days or less, absence on Friday shall be charged to leave.
 3. Interruption during the approved period of annual or sick leave by court leave due to circumstances beyond the employee's control shall not disqualify the carrier for coverage as provided in 1. or 2. above.
- B. Upon request, a rural carrier shall be granted annual leave or leave without pay on Saturday, at the carrier's option, provided a leave replacement is available.

Section 5. Leave for Substitutes and Rural Carrier Associates

- A. Substitutes and rural carrier associates shall earn leave benefits when serving a vacant route, or when serving the route during the extended absence of the regular carrier in excess of 90 days. On the 91st day, the employee shall be credited with annual and sick leave for the first 90 days.

These employees shall be granted leave in minimum units of one day.

- B. Rural carrier associates assigned to an auxiliary route shall earn leave benefits based on the number of hours worked when serving the auxiliary route in excess

of 90 days. On the 91st day, the RCA shall be credited with annual and sick leave for the first 90 days.

These employees shall be granted leave in hourly increments.

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

Part-time flexible rural carriers and auxiliary rural carriers shall earn leave based on the number of hours worked and in accordance with the appropriate leave category. It shall be credited as earned. These carriers shall be granted leave in hourly increments.

ARTICLE 11 HOLIDAYS

Section 1. Holidays Observed

The following ten (10) days shall be considered holidays for regular rural carriers:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 2. Payment

- A. A regular rural carrier whose regular scheduled work day falls on a holiday will not be required to work and will be paid at the daily rate for that day. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- B. When a holiday falls on the relief day of an evaluated carrier, the carrier shall be granted the preceding work day as the designated holiday. **When the primary leave replacement is unavailable on the carrier's designated holiday and other leave replacements are unavailable in accordance with Article 30.2.D, the regular carrier may be scheduled to work on the designated holiday. For the purpose of this section, a leave replacement is considered unavailable when he or she is assigned to work on any regular or auxiliary route.** A regular rural carrier required to work on a designated holiday shall receive the daily rate of pay for such day in addition to holiday leave pay to which the employee is entitled.

- C. If a regular rural carrier is required to work on the designated Christmas holiday, such carrier shall receive one and one-half (1-1/2) times the daily rate of pay in addition to the holiday leave pay.
- D. Regular carriers shall not perform auxiliary assistance on any designated holiday or actual holiday.
- E. A leave replacement may be utilized to perform duties on a holiday and will be paid actual hours worked.

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

- A. The holiday pay for a part-time flexible rural carrier or substitute rural carrier is included in the daily rate. For a part-time flexible rural carrier or substitute serving a six (6) day route, the daily rate for the route is determined by dividing the annual salary by 302; for serving a J route, the daily rate is determined by dividing the annual salary by 276; for serving a K route, the daily rate is determined by dividing the annual salary by 250.
- B. For a part-time flexible rural carrier or substitute who is compensated on an hourly basis and for an auxiliary carrier, the hourly rate is determined by dividing the annual salary by 2,000.

**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.

B. Falsification of Employment Application

The parties recognize that the failure of the Employer to discover a falsification by an employee in the employment application prior to the expiration of the probationary period shall not bar the use of such falsification as a reason for discharge.

C. Completion of Probationary Period

When an employee completes the probationary period, the employee's seniority will be accrued in accordance with Article 12, Section 2.

D. Reemployment

When an employee who is separated from the Postal Service for any reason is rehired, the employee shall serve a new probationary period. If the separation was due to disability, the employee's seniority shall be established in accordance with Section 2, if applicable.

Section 2. Rural Carrier Seniority

In addition to the provisions listed below, rural carriers are covered by the seniority provisions in Section 1007 of the Postal Reorganization Act, which are intended to prevail.

A. Accruing Seniority

Rural carrier seniority begins to accrue with appointment as a regular rural carrier and continues to accrue while service is uninterrupted in the same post office.

B. Breaking Ties

1. Regular Rural Carriers

- a. When two (2) or more regular rural carriers are appointed from a register of eligibles on the same date, seniority is determined according to standing on the register.
- b. If the above does not break the tie, the following, in the order listed, shall be the determining factors. In each instance, continuous service shall be considered before non-continuous service.
 - (1) Length of service as a regular rural carrier;
 - (2) Length of service as a part-time flexible rural carrier;
 - (3) Combined length of service as a substitute, RCA, RCR and/or auxiliary rural carrier;
 - (4) Length of service as a career postal employee;
 - (5) Earliest service computation date;
 - (6) Numerical by the last three (3) or more numbers (using enough numbers to break the tie but not fewer than three (3) numbers) of the employee's social security number, from lowest to highest, 000 being the most senior.

2. Part-time Flexible Rural Carriers

When two (2) or more part-time flexible rural carriers are appointed on the same date, a tie shall be broken by applying the following factors. In each instance, continuous service shall be considered before non-continuous service.

- a. Length of service as a substitute rural carrier;

- b. Length of service as an RCA employee;
 - c. Length of service as an RCR employee and/or auxiliary rural carrier;
 - d. Length of service as an Emergency Hire, either as a Designation 74 or a Designation 78 (as used prior to July 21, 1981);
 - e. Length of total prior postal service;
 - f. Numerical by the last three (3) or more numbers (using enough numbers to break the tie but not fewer than three (3) numbers) of the employee's social security number, from the lowest to highest, 000 being considered "longest period of service."
3. Substitutes, Rural Carrier Associates and Rural Carrier Reliefs
- a. When the "longest period of service" becomes a factor for substitute rural carriers, a tie shall be broken by applying the following factors. In each instance, continuous service shall be considered before non-continuous service.
 - (1) Length of service as a substitute rural carrier;
 - (2) Length of service as an auxiliary carrier;
 - (3) Length of service as an Emergency Hire, either as a Designation 74 or Designation 78 (as used prior to July 21, 1981);
 - (4) Length of total prior postal service;
 - (5) Numerical by the last three (3) or more numbers (using enough numbers to break the tie but not fewer than three (3) numbers) of the employee's social security number, from lowest to highest, 000 being considered "longest period of service."
 - b. When the "longest period of service" becomes a factor for rural carrier associates, a tie shall be broken by applying the following factors. In each instance, continuous service shall be considered before non-continuous service.
 - (1) Length of service as an RCA employee;
 - (2) Length of service as an RCR employee and/or an auxiliary rural carrier;
 - (3) Length of service as an Emergency Hire, either as a Designation 74 or a Designation 78 (as used prior to July 21, 1981);
 - (4) Length of total prior postal service;
 - (5) Rural carrier examination basic score;

- (6) Numerical by the last three (3) or more numbers (using enough numbers to break the tie but not fewer than three (3) numbers) of the employee's social security number, from lowest to highest, 000 being considered "longest period of service."
- c. When the "longest period of service" becomes a factor for rural carrier relief employees, a tie shall be broken by applying the following factors. In each instance, continuous service shall be considered before non-continuous service.
 - (1) Length of service as an RCR employee;
 - (2) Length of service as an auxiliary carrier;
 - (3) Length of service as an Emergency Hire, either as a Designation 74 or Designation 78 (as used prior to July 21, 1981);
 - (4) Length of total prior postal service;
 - (5) Numerical by the last three (3) or more numbers (using enough numbers to break the tie but not fewer than three (3) numbers) of the employee's social security number, from lowest to highest, 000 being considered "longest period of service."
- d. When a tie exists between an RCA and RCR when applying Article 30.2, the RCA shall be considered as having the "longest period of service."

C. Relative Seniority Upon Reassignment

- 1. A rural carrier who is involuntarily reassigned to a rural carrier position at another post office retains seniority for bidding on existing vacancies and on future vacancies.
- 2. Whenever a senior rural carrier elects to be reassigned in lieu of a junior carrier subject to reassignment, such carrier takes the seniority of the junior carrier.
- 3. Whenever a rural carrier voluntarily transfers to a rural carrier position in another post office, such as a mutual exchange or as the result of applying for a rural carrier vacancy, such carrier begins a new period of seniority in the new office. Such employee has no retreat rights or seniority protection.
- 4. When a rural vacancy is filled by voluntary transfer of a rural carrier in accordance with Article 12, Section 3, Subsection B.4, seniority for filling the position will be determined on the basis of total service as a regular rural carrier.
- 5. When a rural carrier exercises the retreat rights provided by Article 12, Section 4, Subsection D, that employee shall regain former seniority at that office upon return, augmented by the intervening employment in the other office.
- 6. If two or more rural carriers have been involuntarily reassigned to a rural carrier vacancy at another office, retreat rights to the first residual rural carrier vacancy

at the former office or in accordance with Article 12, Section 4, Subsection D, shall be determined by the rural carrier seniority taken at the office to which transferred, augmented by intervening employment in the other office.

7. When there is an excess of rural carriers in an office for any reason, the junior rural carrier will be considered excess and subject to reassignment.
8. When two or more offices are involved in a route consolidation which results in an excess rural carrier, the junior rural carrier of the offices involved shall be declared excess, provided there was a substandard route at the office. A senior rural carrier may elect to be reassigned in lieu of any junior rural carrier subject to reassignment, and such reassignment shall be considered involuntary.

Section 3. Rural Carrier Posting

A. Posting Requirements

1. Posting of a regular route is required as follows:
 - a. When an auxiliary rural route reaches an evaluation of thirty-nine (39:00) standard hours, it will normally be converted to a regular route. These routes and any newly established rural routes shall be counted and officially evaluated before posting, then filled in accordance with existing procedures.
 - b. Post a vacant route which is not absorbed by consolidation or other service adjustments.
 - c. Post rural routes which have been changed (by either adding or subtracting territory) as a result of consolidation with other rural routes and/or conversion to city delivery service. This provision applies only if one or more regular rural carriers are displaced from their assigned routes and there are fewer rural routes remaining within the affected offices following such consolidation and/or conversion to city delivery service.
 - d. When rural carriers of different post offices agree upon a mutual exchange of offices and if all installation heads involved approve, the position currently occupied and to be vacated by each rural carrier will be posted for bid within each of the respective offices. In any such posting of routes, any carrier having retreat rights shall be given the opportunity to bid.
2. When a rural route becomes vacant, it shall be posted within thirty (30) days from the time it becomes vacant, except:
 - a. If a route consolidation, adjustment or conversion is pending in the appropriate area, a sixty (60) day extension may be made.
 - b. If a route becomes vacant as a result of the original posting, and it meets the criteria for conversion to a highway contract box delivery route at the time it becomes vacant, then the awarding process may be stopped at that point and the survey conducted relative to supersedure of rural delivery by highway contract box delivery route service.

- c. When an imminent adjustment is contemplated on a vacant route or a vacant route has been subject to an adjustment, which would require a special count, that route will be adjusted using the interim adjustment formula, then posted accordingly.
 - (1) Any such posted route will be subject to a special count to be conducted the last twelve (12) working days in September in accordance with Article 9, Section 2.C.11.b
 - (2) The posting of any regular route without a count and official evaluation, plus any possible salary adjustments between the interim adjustment and special count accomplished in accordance with these provisions will not be subject to the grievance-arbitration procedure in Article 15.
3. All vacant routes will be posted on the basis of evaluated time **unless the evaluated time is 26:00 standard hours or less. These routes will be converted to auxiliary routes.** Routes posted because of the addition or subtraction of territory in a route consolidation are not considered vacant.
4. Routes encumbered by carriers in a non-duty status are not considered vacant, except as otherwise provided in this Agreement.
5. 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.
6. The notice shall state the day of the week of the authorized relief day, whether a USPS vehicle will be provided, identify the route number, length, classification, number of boxes, number of stops, the volume factor, whether the route is a seasonal route and physical and other requirements, including possession of a valid State driver's license and, if necessary, a certificate of vehicle familiarization and safe operation.

The notice shall clearly state that the bidding is not only for the existing vacancy, but also for any other vacancy which subsequently occurs as a result of the original posting. A carrier who has tentatively accepted a posted route may later in the same bidding process decline such route and choose a more desirable vacant route resulting from the posting.

A copy of the notice shall be given to the certified steward of the local Union. When an absent employee 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. This provision shall also apply to substitute rural carriers and rural carrier associates. Employees in a non-duty status shall not be precluded from bidding, except as otherwise provided in this Agreement.

Should an RCA, 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, the RCA'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.

B. 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 an excess rural carrier from another office within one hundred (100) miles.

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 continuous service as an RCA.

2. The following shall be the order of consideration in the filling of a vacancy:
 - a. All regular rural carriers included in Section 1 above based on the seniority of the carrier.
 - b. The residual vacancy shall be awarded to a regular rural carrier who has been approved for a mutual exchange at the office in accordance with Article 12, Section 4, Subsection A.3.
 - c. 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. If more than one vacancy exists, the part-time flexible rural carrier(s) will have a choice of the vacancies based on the longest period of service in the office as a part-time flexible rural carrier. In no instance will a part-time flexible rural carrier have the right to refuse conversion to regular rural carrier.
 - d. If the vacancy still exists, the residual vacancy shall be awarded to a substitute rural carrier at the post office where the vacancy exists. The vacancy shall be awarded to the substitute applicant having accrued the longest period of continuous service as a substitute rural carrier and auxiliary rural carrier in that office, unless another substitute rural carrier is deemed to be substantially better qualified. Such continuous service is that which occurred immediately prior to the appointment.
 - e. Consideration shall be given to a former substitute of that office who accepted appointment as a regular rural carrier at another office between July 21, 1981, and November 12, 1986. (See Memorandum of Understanding, page **90.**)

- f. If the vacancy still exists, it shall be awarded to the RCA applicant having one (1) year of continuous service as an RCA and having accrued the longest period of continuous service as an RCA in that office, unless another RCA is deemed to be substantially better qualified.
 - g. If a vacancy is awarded to a part-time flexible rural carrier, substitute rural carrier, or a rural carrier associate, the relief day will be designated at the exclusive discretion of the Employer. If the formula outlined under 9.2.C.5.b. of this Agreement requires the assignment of a Saturday relief day, a non-Saturday relief day will be designated for the awarded route and a Saturday relief day will be offered to rural carriers with non-Saturday relief days in the office pursuant to the provisions of 9.2.C.5.e. of this Agreement.
- 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. 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.
 - 4. 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. Bids may only be withdrawn during the 15 day posting period.

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. It also should state to whom the application is to be sent and the deadline for receipt of applications and the order of consideration as explained below.

- a. The order of consideration shall be regular rural carriers as described in subsection B.2.a. above; part-time flexible rural carriers based on longest period of continuous service as a part-time flexible rural carrier; substitute rural carriers as described in subsection B.2.d. above; and rural carrier associates having one year continuous service as an RCA and having accrued the longest period of continuous service as an RCA. Regular carriers, part-time flexible rural carriers, substitutes, and RCAs would be considered in order of their total service as a regular carrier, part-time flexible rural carrier, substitute, or RCA.

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.

- b. If the vacancy still exists, management may consider the application for reinstatement of a qualified former regular rural carrier, subject to applicable reinstatement provisions. Applications for reinstatement shall not be considered if a qualified regular rural carrier has a request for voluntary transfer on file at the post office to which the former rural carrier desires reinstatement or if a rural carrier associate or rural carrier relief employee is among the top three (3) on the eligibility roster for the office.
 - c. **If the vacancy still exists, the vacancy will be posted again at the vacancy post office for all non-probationary RCAs in the office. The time requirements for posting and awarding the route and placement of the successful applicant are the same as provided in Articles 12.3.A.5 and 12.3.B.3 of the National Agreement. The order of consideration will be the non-probationary RCA having accrued the longest period of continuous service as a RCA.**
5. If the vacancy still exists, it shall be filled from a local register of eligibles established by an open, competitive examination.

In making selections from the register of eligibles, RCAs and rural carrier relief (RCR) employees will be given preference in the selection procedure, provided such employees are among the top three (3) on the eligibility register and all performance evaluations have been satisfactory or higher. If there is more than one (1) such employee in the top three (3), the vacancy shall be awarded to the RCA employee with the longest period of continuous, satisfactory service in the rural carrier craft, except that preference shall always be given to an RCA employee at the office where the vacancy exists. Such preference does not supersede the Employer's obligations with respect to veteran preference eligibles or affirmative action considerations.

If there is no RCA and more than one (1) RCR employee among the top three (3), the vacancy shall be awarded to the RCR with the longest period of continuous, satisfactory service in the rural carrier craft, except that preference shall always be given to an RCR employee at the office where the vacancy exists. Such preference does not supersede the Employer's obligation with respect to veteran preference eligibles or affirmative action considerations.

Section 4. Rural Carrier Reassignments

A. General Reassignments

1. When, for any reason other than consolidation of routes, there is an excess of rural carriers in an installation, the junior rural carrier will be reassigned to

offices within one-hundred (100) miles of the installation with existing rural carrier vacancies in accordance with Article 12.3.B.1. and 2. If more than one such office exists, the carrier will be given the choice.

A senior rural carrier may elect to be reassigned in lieu of any junior carrier subject to reassignment.

2. a. When a rural route or a substantial portion thereof is transferred from one post office to another, the incumbent has the option of being reassigned to the office(s) to which the employee's territory is assigned, provided a vacancy exists. 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 with the route, the junior rural carrier will be involuntarily reassigned with the route 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 effect 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. Conversion to City Delivery

1. At a post office having only one rural route where that route is converted to city delivery, the rural carrier shall be reassigned under the provisions of Article 12, Section 4, Subsection A.1.
2. When there is more than one (1) rural route at a post office and any part of the rural delivery area is converted to city delivery, necessitating the elimination of a rural route, and there is no rural route vacancy, the junior carrier shall be reassigned under the provisions of Article 12, Section 4, Subsection A.1. Any senior rural carrier, however, may elect to be reassigned in lieu of the junior carrier.

C. 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, and the excess carrier will be reassigned to offices with rural vacancies within one-hundred (100) miles.
 - b. Consolidations of encumbered routes currently evaluating twenty-six (26) hours but less than thirty-two (32) hours may be made, and the excess carrier will be reassigned to offices with rural vacancies within forty (40) miles.
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.
 - c. In any consolidation, the current evaluation of the route shall not be the sole consideration. Other factors which must be considered include, but are not limited to, terrain, types of roads, actual time needed to serve the route throughout the year, and the impending retirement of the rural carrier on the route or other routes involved in the consolidation.
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 carrier to be reassigned will be notified of all offices with vacant routes in the employee's district. Normally, the employee will choose one (1) of these because of their close proximity.
- c. If the employee is not satisfied with the choices provided in b., the employee may choose any office within one-hundred (100) miles which the employee knows has a vacant route.
- d. In the event the employee is dissatisfied with the choices provided in b. and c., the employee may request the installation head to ascertain what vacancies exist in offices within one-hundred (100) miles in any specific district in which the employee is interested.
- e. The provisions of c. and d. above are limited to forty (40) miles for a rural carrier who is reassigned under the provisions of Article 12, Section 4, Subsection C.2.b.
- f. A rural carrier involuntarily reassigned from one installation to another shall be given not less than sixty (60) days advance notice, if possible.
- g. If the consolidation (or conversion to city delivery) results in the reassignment of an excess carrier, the following provisions shall also apply:
 - (1) When two (2) or more rural carriers are notified of the same vacant routes, the carrier having the longest period of service as a rural carrier shall have first choice for reassignment to any office with vacant routes within the appropriate area.
 - (2) A reassigned rural carrier shall receive moving, mileage and per diem, and reimbursement for movement of household goods, as appropriate. Payment will be governed by the travel regulations as set forth in USPS Handbook F-15, Travel and Relocation.

D. Retreat Rights

- 1. An involuntarily reassigned rural carrier may exercise retreat rights when a vacancy occurs at the original office or in any office to which territory from the original office was transferred. If the route to which the carrier would retreat provides less compensation than the current guaranteed salary, the reassignment shall not be made unless the carrier agrees, in writing, at the time of assignment to terminate any guarantee during the guarantee period. Such an agreement by a rural carrier is irrevocable. Requests for retreat rights must be filed in writing at the time of reassignment.
 - a. Acceptance or rejection of a vacancy in one (1) of the offices to which territory from the original office was transferred shall not forfeit the employee's right to return to the original office when a vacancy occurs there.
 - b. A rural carrier who is reassigned to an office to which territory from the original office was transferred has retreat rights only to the original office, except that a rural carrier whose original office has no remaining rural routes shall have retreat rights to any other office to which territory from

the original office was transferred. Such carrier may only exercise retreat rights one (1) time.

2. The rural carrier must exercise retreat rights to the first vacant route at the original office evaluated at forty (40) or more pay hours. Failure by the carrier to exercise this right to the first such vacancy waives his retreat rights to the original office.

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Section 1. Assistance for Employees

The Employer will make an effort to assist employees who through occupational injury or occupational illness are unable to perform their regularly assigned duties. This effort will consist of possible assignment to limited duty work if such is available.

Section 2. Federal Employees' Compensation Act

It is understood that the provisions of this Agreement are subject to the obligations and responsibilities imposed by the Federal Employees' Compensation Act and its implementing regulations. Recognizing the mutual obligation to be fully responsive to the requirements of the Federal Employees' Compensation Act, the parties will cooperate in making every effort to insure that employees with job-related illnesses or injuries are returned to duty subject to their medical restrictions.

Section 3. No Light Duty Assignments

In the rural carrier craft, at any local installation, regular rural routes shall not be considered for any light duty assignment.

ARTICLE 14 SAFETY AND HEALTH

Section 1. Responsibilities

It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility.

Section 2. Cooperation

A. Safety Administration

The Employer and the Union insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Mechanization, vehicles and vehicle equipment, and the work place must be maintained in a safe and sanitary condition, including adequate occupational health and environmental conditions. The Employer shall make available at each

installation forms to be used by employees in reporting unsafe and unhealthful conditions. If an employee believes he is being required to work under unsafe conditions, he may: a) notify the supervisor who will immediately investigate the condition and take corrective action, if necessary; b) file a grievance if no corrective action is taken during the tour; and/or c) make a written report to the installation head.

B. Health Services

The Employer will make health service available for the treatment of job-related injury or illness where it determines they are needed. The health service will be available from any of the following sources: U.S. Public Health Service; other government or public medical sources within the area; independent or private medical facilities or services that can be contracted for; or in the event funds, spaces, and personnel are available for such purposes, they may be staffed at the installation. The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Worker's Compensation Programs, including employee choice of health services.

C. Occupational Safety and Health Act

The Employer will comply with Section 19 of the Williams-Steiger Occupational Safety and Health Act.

Section 3. Local Safety Meeting

As provided in Article 31, safety and health may be a subject of discussion in labor-management meetings. In such discussions, the participants shall review the progress in accident prevention, including the correction of correctable road and health hazards at the installation; determine program areas which should have increased emphasis; and they may investigate major accidents which result in disabling injuries.

The participants may make recommendations for actions on matters concerning safety and health to the installation head. The installation head shall, within a reasonable period of time, advise them that the recommended action has been taken or the reasons for not accepting the recommendations.

ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. General Policy

Grievances which are filed pursuant to this Article are to be processed and adjudicated based on the principle of resolving such grievances at the lowest possible level in an expeditious manner, insuring that all facts and issues are identified and considered by both parties. In the event that a grievance is processed beyond Step 1, both parties are responsible to insure all facts, issues and documentation are provided to the appropriate union and management officials at the next higher level of the grievance procedure. The parties further agree that at any step in the grievance procedure, the Union representative shall have full authority to settle or withdraw the grievance in

whole or in part. The Employer representative, likewise, shall have full authority to grant, settle or deny the grievance in whole or in part.

Section 2. Definition

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement.

Section 3. Procedure

Step 1:

- a. Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union has learned or may reasonably have been expected to have learned of its cause. The employee may be accompanied by the steward or a Union representative, if the employee so desires.
- b. For other than disciplinary actions the Union may also initiate a grievance at Step 1 in accordance with the above, and may initiate a class grievance at Step 1 when the grievance concerns the complaint of more than one employee in the office. If the Union initiates a grievance, the steward or Union representative is the only appropriate party to meet with the appropriate supervisor.
- c. If no resolution is reached during such discussion, the supervisor shall promptly annotate a joint Step 1 grievance form, indicating briefly the issue and the date of the initial discussion, which constitutes the Step 1 filing date. The grievance will then be considered further by the installation head or designee and the steward or a union representative.
- d. The installation head or designee will meet with the steward or a Union representative at the local installation as expeditiously as possible to jointly develop the facts and the grievance file and to attempt to resolve the grievance. The parties shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article 31. In those cases involving discipline, the parties may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions.
- e. The joint grievance file shall include, at a minimum: (1) the joint Step 1 grievance form; (2) a full, detailed statement of undisputed facts; (3) full, detailed statements from management and the union of any disputed facts; (4) contentions of the parties; (5) contractual provisions involved; (6) any written statements from witnesses or other individuals; (7) copies of all relevant papers or documents; and (8) remedy sought.
- f. If the parties are unable to resolve the grievance within ten (10) days of the Step 1 discussion, the Step 1 grievance form will be annotated accordingly,

and the Union may appeal the grievance to Step 2 within seven (7) days thereafter. Such appeal must include copies of the joint grievance file and the Step 2 appeal form. The parties may extend these time limits, as necessary, by mutual agreement.

Step 2:

- a. The Step 2 appeal shall be filed with the Manager, Human Resources, at the appropriate district office. In all grievances appealed from Step 1 or filed at Step 2, the grievant shall be represented for all purposes by a steward or a Union representative.
- b. Within ten (10) days of the receipt of the appeal, the Employer's Step 2 representative will meet with the appropriate state steward or designee to attempt to resolve the grievance, unless the parties agree upon a later date. The parties shall cooperate fully in sharing all relevant and necessary information not previously included in the joint grievance file.
- c. Any settlement or withdrawal of a grievance in Step 2 shall be in writing or shall be noted on the grievance form, but shall not be a precedent for any purpose, unless the parties specifically so agree or develop an agreement to dispose of future similar or related problems.
- d. Where agreement is not reached, the Employer's decision shall be furnished to the state steward or designee in writing within seven (7) days after the Step 2 meeting unless the parties agree to extend the seven (7) day period. The decision shall include a full statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.
- e. The Union may appeal an adverse Step 2 decision to Step 3 within ten (10) 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.

Step 3:

- a. Any appeal from an adverse decision in Step 2 shall be in writing to the Employer's Step 3 representative, with a copy to the Employer's Step 2 representative and the appropriate District Human Resources Manager.
- b. The grievant shall be represented at the Step 3 level by the Union's Executive Committeeman, or appropriate designee. Unless the representative is an area, assistant state steward, or state steward, the representative shall not be the individual who acted as the Step 2 representative.
- c. In cases of discipline or discharge, the management representative at Step 3 shall be a person who has had no direct connection with the case and who is at a higher management level than the Employer's Step 2 representative.

- d. The Step 3 meeting of the parties' representatives to discuss the grievance shall be held within fifteen (15) days after it has been appealed to Step 3. Each party's representative shall be responsible for making certain that all relevant facts and contentions have been developed and considered.
- e. The Employer's written Step 3 decision on the grievance shall be provided to the Union's Step 3 representative within fifteen (15) days after the parties have met in Step 3, unless the parties agree to extend the fifteen (15) day period. Such decision shall state the reasons for the decision in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed from Step 2.
- f. The Union may appeal an adverse decision directly to arbitration at the area level within twenty-one (21) days after the receipt of the Employer's Step 3 decision in accordance with the procedure hereinafter set forth; provided the Employer's Step 3 decision states that no interpretive issue under the National Agreement or some supplement thereto which may be of general application is involved in the case.
- g. If either party's representative maintains that the grievance involves an interpretive issue under the National Agreement, or some supplement thereto which may be of general application, the Union representative shall be entitled to appeal an adverse decision to Step 4 (national level) of the grievance procedure. Any such appeal must be made within twenty-one (21) days after receipt of the Employer's decision and include copies of the joint grievance file, all grievance forms and appeal forms, and the Step 2 and Step 3 decisions. The Union shall furnish a copy of the Union appeal to the Employer's Step 3 representative and the appropriate District Human Resources Manager.
- h. A copy of the Step 3 decision shall be enclosed with the letter of appeal to Step 4 or to arbitration as appropriate. It is further agreed that the National President of the Union or the Employer's representative shall have authority to overrule the parties at Step 3 regarding a mutual decision to appeal a case from Step 3 directly to arbitration.
- i. Where grievances appealed to Step 3 involve the same, or substantially similar issues or facts, one such grievance to be selected by the Union representative shall be designated the "representative" grievance. If not resolved at Step 3, the "representative" grievance may be appealed to Step 4 of the grievance procedure or to arbitration in accordance with the above. All other grievances which have been mutually agreed to as involving the same, or substantially similar issues or facts as those involved in the "representative" grievance shall be held at Step 3 pending resolution of the "representative" grievance, provided they were timely filed at Step 1 and properly appealed to Steps 2 and 3 in accordance with the grievance procedure.

Following resolution of the "representative" grievance, the parties involved in that grievance shall meet at Step 3 to apply the resolution to the other pending grievances involving the same, or substantially similar issues or facts. Disputes over the applicability of the resolution of the "representative"

grievance shall be resolved through the grievance-arbitration procedures contained in this Article. In the event it is decided that the resolution of the "representative" grievance is not applicable to a particular grievance, the merits of that grievance shall also be considered.

- j. A grievance may be filed by the Union's Executive Committeeman directly at Step 3 of the grievance procedure where a policy matter at a district or area level is involved. Such policy must direct an action which violates the National Agreement, and affects more than one office. The grievance may be filed prior to, but not later than fourteen (14) days after implementation of the change.

Step 4:

The parties shall meet at the national level promptly, but in no event later than twenty-one (21) days after appealing a Step 3 decision to Step 4 in an attempt to resolve the grievance. A written decision by the Employer will be rendered within fifteen (15) days after the Step 4 meeting unless the parties agree to extend the fifteen (15) day period. The decision shall include an adequate explanation of the reasons therefor. In any instance where the parties have been unable to dispose of a grievance, the National President of the Union shall be entitled to appeal it to arbitration at the national level within thirty (30) days after receipt of the Employer's Step 4 decision.

Section 4. Grievance Procedure—General

A. Observance of Principles and Procedures

The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible Step and recognize their obligation to achieve that end.

B. Failure to Meet Time Limits

The failure of the employee or the Union at Step 1, or the Union thereafter, to meet the prescribed time limits of the Steps of this procedure, including arbitration, shall be considered as a waiver of the grievance.

C. Failure to Schedule Meetings

Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance-arbitration procedure.

D. National Level Grievance

It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, such dispute may be initiated as a grievance at the Step 4 level by the President of the Union. Such a grievance shall be initiated in writing and must specify in detail the facts giving rise to the dispute,

the precise interpretive issues to be decided and the contention of the Union. Thereafter the parties shall meet at Step 4 within thirty (30) days in an effort to define the precise issues involved, develop all necessary facts, and reach agreement. Should they fail to agree, then, within fifteen (15) days of such meeting, each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to such issues. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the grievance at Step 4, the Union then may appeal it to arbitration, within thirty (30) days thereafter.

E. EEO Complaints

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

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.

2. The Union, at the national and local levels, will take affirmative steps to ensure that bargaining unit employees are informed that they may not pursue essentially contractual matters simultaneously under the grievance and EEO process.

The Union, at the national and local levels, will not encourage dual filing of grievances.

Section 5. Arbitration

A. General

A request for arbitration must be submitted within the time limit for appeal as specified for the appropriate Step. The National President of the Union must give written authorization of approval to the Employer at the national level before the request for arbitration is submitted.

Grievances referred to arbitration will be placed on a pending arbitration list. Except for discharge cases, the Union will have sixty (60) days from the date of such referral to certify the case to be scheduled for arbitration at the earliest possible date. Cases which are not certified for arbitration within the sixty (60) day period shall be considered waived and removed from the pending arbitration list. Discharge cases referred to arbitration shall be placed on a separate pending arbitration list. The Union will have fifteen (15) days from the date of such referral to certify the case to be scheduled for arbitration at the earliest possible date. Cases which are not certified for arbitration within the fifteen (15) day period shall be considered waived and removed from the pending arbitration list. If there are other certified disciplinary cases related to the employee's removal grievance, these cases shall be scheduled for hearing along with the removal cases.

The case with the earliest date of appeal to arbitration pending before a panel will be scheduled to be heard first. However, the parties may mutually agree to assign such cases for hearing out of order to fill a vacated hearing date, or to lessen the amount of the arbitrator's travel time and expense or for other valid reasons. Arbitration hearings shall be held during working hours. Employee witnesses shall be on Employer time when appearing at the hearing provided the time spent as a witness is part of the employee's regular working hours.

Any dispute as to arbitrability may be submitted and determined by the arbitrator. The arbitrator's determination shall be final and binding. The arbitrator shall render his award within thirty (30) days of the close of the hearing, or if briefs are submitted, within thirty (30) days of the receipt of such briefs on cases which do not involve interpretation of the Agreement, or are not of a technical or policy making nature. On all other cases, the award shall be rendered within thirty (30) days if possible. All decisions of the arbitrator shall be limited to the terms and provisions of this Agreement and in no event may the terms and provisions of this Agreement be altered, amended or modified by the arbitrator. Unless otherwise provided in this Article, all costs, fees and expenses charged by an arbitrator will be borne by the party whose position is not sustained by the arbitrator. In those cases of compromise where neither party's position is clearly sustained, the arbitrator shall be responsible for assessing costs on an equitable basis.

B. Selection of Panels

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

The members of these panels will be selected in accordance with the procedure set forth below and will serve for the term of this Agreement and shall continue to serve for six (6) months unless the parties otherwise mutually agree. To assure the expeditious processing of grievances, the parties by agreement may increase the size of these panels at any time. Should vacancies occur, or additional members be required on the National or Area panels, such vacancies shall be filled by mutual agreement. 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 five (5) arbitrators will be supplied by the American Arbitration Association for each selection to be made. The parties shall then proceed by alternately striking names from the list until only one individual remains. Such individual shall be selected to remain on the panel.

C. National Arbitration

A National Panel of not more than three (3) arbitrators will be established to hear certified cases involving national interpretations or other cases which the parties agree have substantial significance. Arbitrators on the National Panel will be assigned to hear cases on a rotating basis. Member(s) of the Area Panel may by mutual agreement be member(s) of the National Panel.

Prior to the scheduled hearing each party to the dispute may separately submit to the arbitrator who has been assigned the case, and to the other party to the dispute, a statement setting forth the following:

- a. the facts relevant to the grievance;
- b. the issue in the case;
- c. the position(s) or contention(s) of the party submitting the statement.

The parties may by mutual agreement submit a joint statement to the arbitrator. A stenographic record will be taken if requested by either party to the dispute. In such case, the cost of such record shall be borne by the requesting party. The other party, upon request, will be furnished a copy of the record, in which case the cost of such record shall be borne equally by both parties to the dispute.

D. Area Arbitration

A geographically balanced Area Panel of arbitrators is established to hear removal cases and contract cases not involving national issues.

Normally, a stenographic record shall not be taken at these hearings, nor post hearing briefs filed. However, either party may make exception to this policy. The case with the lowest docket number pending before a panel will be scheduled to be heard first. However, the parties may mutually agree to assign such cases for hearing out of numerical sequence in order to fill a vacated hearing date, or to lessen the amount of the arbitrator's travel time and expense or for other valid reasons.

ARTICLE 16 DISCIPLINE PROCEDURE

Section 1. Statement of Principle

In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to, insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, violation of the terms of this Agreement, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance-arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

For minor offenses by an employee, management has a responsibility to discuss such matters with the employee. Discussions of this type shall be held in private between the employee and the supervisor. Such discussions are not considered discipline and are not grievable.

Following such discussions, there is no prohibition against the supervisor and/or the employee making a personal notation of the date and subject matter for their own personal record(s). However, no notation or other information pertaining to such discussion shall be included in the employee's personnel folder. While such discussions may not be cited as an element of a prior adverse record in any subsequent disciplinary action against an employee, they may be, where relevant and timely, relied upon to establish that employees have been made aware of their obligations and responsibilities.

The appropriate discipline which should be issued to a rural carrier craft employee may differ according to the offense; however, it is generally the case for those offenses that warrant progressive discipline, employees receive: letter of warning, seven-day suspension, fourteen-day suspension, and removal.

Section 2. Letter of Warning

A letter of warning is a disciplinary notice in writing, identified as an official disciplinary letter of warning which shall include explanation of a deficiency or misconduct to be corrected.

Section 3. Suspensions

Suspensions shall not be served as time-off, but will be paper suspensions except in those cases when an employee is in a non-duty, non-pay status as described in Sections 4. and 5. below. Such paper suspensions shall indicate the length of the suspension with a written notice of the charges against the employee.

An employee who has received a fourteen (14) day paper suspension will be given a day of reflection, provided it is agreeable to the Union. If the employee is directed to take the day of reflection he or she will be placed in a paid, non-duty status for one (1) scheduled work day. The purpose of the day of reflection is for the employee to reflect upon the seriousness of the factors which led to the discipline, to consider that should the deficiency not be corrected, the employee can normally expect that the next step

of progressive discipline will be removal, and to resolve to correct his or her behavior to conform to the standards necessary for the employee to remain with the Postal Service.

Prior to the employee being directed to take a day of reflection, the employee's Union representative and the Employer will conduct a mandatory session with the employee. During this session both the Union representative and the Employer will discuss with the employee the seriousness of his or her deficiency and attempt to reach an understanding and commitment by the employee to use the day of reflection on how to correct his or her deficiency and avoid subsequent removal. Both parties will impress upon the employee that should the employee fail to correct his or her behavior, the employee can normally expect that the next step of the progressive discipline will be removal.

The Union's participation in this session will not prejudice the Union's position in grievance-arbitration on the merits of the discipline. Failure to grant an employee a day of reflection will not be considered a denial of due process or be considered a procedural or substantive defense if the employee is subsequently removed.

Section 4. Discharge or Crime Situation

In the case of discharge, any employee shall, be entitled to an advance written notice of the charges against the employee and shall remain either on the job or on the clock at the option of the Employer for a period of thirty (30) days. Thereafter, the employee shall remain on the rolls (non-pay status) until disposition of the employee's case has been had either by settlement with the Union or through exhaustion of the grievance-arbitration procedure.

When there is a reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed, the advance notice requirement shall not apply and such an employee may be immediately removed from a pay status.

Nothing in Section 3. above will preclude time-off suspensions in instances where modification of a discharge is agreed to by the parties as a settlement or a third party determines to reduce the penalty of discharge to a time-off suspension. Such instances of time-off suspension or non-pay, non-duty status do not entitle the employee to a day of reflection.

Section 5. Emergency Procedure

An employee may be immediately placed on an off-duty status (without pay) by the Employer, but remain on the rolls where the allegation involves intoxication (use of drugs or alcohol), pilferage, or failure to observe safety rules and regulations, or in cases where retaining the employee on duty may result in damage to U.S. Postal Service property, loss of mail or funds, or where the employee may be injurious to self or others. The employee shall remain on the rolls (non-pay status) until disposition of the case has been had. If it is proposed to discharge the employee, the emergency action taken under this section may be made the subject of a separate grievance.

Section 6. Review of Discipline

In no case may a suspension or discharge be imposed upon an employee unless the proposed disciplinary action has first been reviewed and concurred in by a higher authority. Such concurrence shall be in writing.

In associate post offices of twenty (20) or less employees, or where there is no higher level supervisor than the supervisor who proposes to initiate suspension or discharge, the proposed disciplinary action shall first be reviewed and concurred in by a higher authority outside such installation or post office before any proposed disciplinary action is taken.

Section 7. Veterans' Preference

A preference eligible is not hereunder deprived of whatever rights of appeal the employee may have under the Veterans' Preference Act. However, if the employee appeals under the Veterans' Preference Act, the employee thereby waives access to any procedure under this Agreement beyond Step 3 of the grievance-arbitration procedure.

A preference eligible who chooses to appeal the suspension of more than fourteen (14) days or the employee's discharge to the Merit Systems Protection Board (MSPB) rather than through the grievance-arbitration procedure shall remain on the rolls (non-pay status) until disposition of the employee's case has been had either by settlement or through exhaustion of the MSPB appeal.

Section 8. Employee Discipline Records

The records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two years, except that a Letter of Warning shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of one year.

ARTICLE 17 REPRESENTATION

Section 1. Stewards

Stewards may be designated for the purpose of investigating, presenting and adjusting grievances.

Section 2. Appointment of Stewards

A. Union Certification

The Union will certify to the Employer in writing a steward or stewards and alternates in accordance with the following general guidelines. Where more than one steward is appointed, one shall be designated chief steward. The selection and appointment of stewards or chief stewards is the sole and exclusive function of the Union. Stewards will be certified to represent employees in specific work location(s). The number of stewards shall be in accordance with the formula as set forth below:

Up to 49 rural carrier craft employees per post office, station or branch — 1 steward

50 or more employees — 2 stewards

B. Non-Employee Stewards

1. At the option of the Union, representatives not on the Employer's payroll shall be entitled to perform the functions of a steward provided such representatives are certified in writing to the Employer at the area level and providing such representatives act in lieu of stewards designated under the provisions of 2.A above.
2. A local steward who retires may continue to act as a local steward for a reasonable period of time at no cost to the Employer.

C. Other Union Representatives

1. To provide steward service to a number of small installations where a steward is not provided, a Union representative (area, assistant state steward, or state steward) certified to the Employer in writing and compensated by the Union may perform the duties of a steward.
2. Under the above conditions, except for the written certification, the state steward may also act in the absence of a local steward.
3. The assistant state steward or state steward may handle a particular grievance in lieu of the local steward only upon written notification by the state steward to the local management.

Section 3. Rights of Stewards

When it is necessary for a steward to leave the work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the steward shall request permission from the immediate supervisor, and such request shall not be unreasonably denied. In the event the duties require the steward to leave the work area and enter another area within the post office, the steward must also receive permission from the supervisor from the other area the steward wishes to enter, and such request shall not be unreasonably denied.

The steward or other Union representative properly certified in accordance with Section 2 above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.

If an employee requests a steward or Union representative to be present during the course of an interrogation by the Inspection Service, such request will be granted. All polygraph tests will continue to be on a voluntary basis.

Section 4. Payment of Stewards

The Employer will authorize payment only under the following conditions:

Grievances:

Steps 1 and 2 —One Union steward (only as permitted in Section 2.A) for time actually spent in grievance handling, including investigation and meetings with the Employer. The Employer will also compensate a steward for the time reasonably necessary to write a grievance. The aggrieved will be compensated (or provided equivalent auxiliary assistance) for time actually spent at Step 1 meeting.

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 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.

Section 5. Union Participation in New Employee Orientation

During the course of any employment orientation program for new rural carrier employees, a representative of the Union shall be provided ample opportunity to address such new employees, provided that this provision does not preclude the Employer from addressing employees concerning the same subject.

Section 6. Checkoff

A. Deductions by Employer

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

B. Dues Authorization Form

The authorization of such deductions shall be in the following form: Page 64.

C. Standard Form 1187 Honored

Notwithstanding the foregoing, employees' dues deduction authorizations (Standard Form 1187), which are presently on file with the Employer on behalf of the Union, shall continue to be honored and given full force and effect by the Employer unless and until revoked in accordance with their terms.

D. Payroll Deductions

The Employer agrees that it will continue in effect, but without cost to employees, its existing program of payroll deductions at the request and on behalf of employees for remittance to financial institutions including credit unions. In addition, the Employer agrees, without cost to the employee, to make payroll deductions on behalf of such organizations as the Union shall designate to receive funds to provide group automobile insurance for employees and/or homeowners/tenant liability insurance for employees, provided only one insurance carrier is selected to provide such coverage.

HELD FOR FORM 1187

UNITED STATES POSTAL SERVICE

AUTHORIZATION FOR DEDUCTION OF DUES

DESIGNATION	
<input type="checkbox"/> Reg (71)	<input type="checkbox"/> PTF (76)
<input type="checkbox"/> Sub (73)	<input type="checkbox"/> RCR (75)
<input type="checkbox"/> Aux (77)	<input type="checkbox"/> RCA (78)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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(SOCIAL SECURITY NUMBER)

LAST										FIRST					MIDDLE	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
STREET AND NUMBER										CITY					STATE	ZIP CODE +

POSTAL INSTALLATION	(ZIP CODE)	INSTALLATION FINANCE NO.
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SECTION A - AUTHORIZATION BY EMPLOYEE

I hereby assign to the **NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**, from any salary or wages earned by me as your employee (in my present or any future employment by you) such regular and periodic membership dues as the union may certify as due and owing from me, as may be established from time to time by said Union. I authorize and direct you to deduct such amounts from my pay and to remit same to said Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for a period of one (1) year from the date of delivery hereof to you, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year, unless written notice is given by me to you and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year.

This assignment is freely made pursuant to the provisions of the Postal Reorganization Act and is not contingent upon the existence of any agreement between you and my Union.

Contributions or gifts (including dues) to the NRLCA are not tax deductible as charitable contributions. However, they may be deductible under other provisions of the Internal Revenue Code.

SIGNATURE OF EMPLOYEE	DATE	PHONE
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SECTION B - FOR USE BY EMPLOYEE ASSOCIATION

R - NATIONAL RURAL LETTER CARRIERS' ASSOCIATION	CONGRESSIONAL DISTRICT	LOCATION NO.	STATE
	<input type="text"/>	<input type="text"/>	<input type="text"/>

I hereby certify that the dues of this organization for the above named member, for the applicable designation, are currently established at \$ _____ per pay period.

SIGNATURE OF _____, State Secretary	DATE	REMIT NO.
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Date of Delivery to Employer (For National Office use)

Important!
Be Sure To Include
Postal Installation ZIP
CODE Where Indicated.

Original - NRLCA
Copy 2 - State Copy
Copy 3 - Member's Copy

Original - NRLCA

50012

Submit Original and Copy 2 to NRLCA State Secretary, Member Retain Copy 3.



**ARTICLE 18
NO STRIKE**

Section 1. Statement of Principle

The Union in behalf of its members agrees that it will not call or sanction a strike or slowdown.

Section 2. Union Actions

The Union or its local Unions will take reasonable action to avoid such activity, and where such activity occurs, immediately inform striking employees they are in violation of this Agreement and order said employees back to work.

Section 3. Union Liability

It is agreed that the Union or its local Unions which comply with the requirements of this Article shall not be liable for the unauthorized action of their members or other postal employees.

Section 4. Legal Impact

The parties agree that the provisions of this Article shall not be used in any way to defeat any current or future legal action involving the constitutionality of existing or future legislation prohibiting Federal employees from engaging in strike actions. The parties further agree that the obligations undertaken in this Article are in no way contingent upon the final determination of such constitutional issues.

**ARTICLE 19
HANDBOOKS AND MANUALS**

Section 1. Statement of Principle

Those parts of all handbooks, manuals, and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Employee and Labor Relations Manual (ELM) and Handbook F-21, Time and Attendance.

Section 2. Initial Notice of Proposed Changes

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least thirty (30) days prior to issuance. Such notice shall identify the proposed changes in the appropriate handbook or manual, as they apply to the Rural Carrier Craft. After receipt of the notice, the Union may request a meeting concerning the proposed changes. Such request must be made within fifteen (15) days of receipt of the notice; and the meeting must be scheduled and held within thirty (30) days after receipt of the notice unless mutually agreed otherwise.

Section 3. Final Notice and Arbitration

Following the meeting and prior to publication, the Union will be given a final written notification of the changes which shall include any modifications to the initial proposed changes. Upon receipt of this final notice, if the Union believes the changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within thirty (30) days after receipt of the final notice. Absent a request for a meeting in accordance with the time limit set forth above, a request for arbitration must be submitted within forty-five (45) days of receipt of the initial notice of proposed changes. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours and working conditions, as they apply to employees covered by this Agreement, shall be furnished the Union upon issuance.

ARTICLE 20 PARKING

Section 1. Existing Parking Program

The existing parking program will remain in effect.

Section 2. Parking Security

Recognizing the need for adequate security for employees in parking areas, and while enroute to and from parking areas, the Employer will take reasonable steps, based on the specific needs of the individual location, to safeguard employee security, including, but not limited to, establishing liaison with local police authorities, requesting the assignment of additional uniformed police in the area, improving lighting and fencing, and where available, utilizing mobile security force patrols.

Section 3. Priority Parking

Rural carrier vehicles used for mail delivery will be given priority parking over non-delivery official vehicles, customer vehicles and privately owned vehicles not used for the delivery of mail.

ARTICLE 21 BENEFIT PLANS

Section 1. Health Benefits

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

- A. The Office of Personnel Management shall calculate the subscription charges under the FEHBP that will be in effect the following January with respect to self only enrollments and self and family enrollments.

- B. The bi-weekly Employer contribution for self only and self and family plans is adjusted to an amount equal to 85% of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. The adjustment begins on the effective date determined by the Office of Personnel Management in January **2003, January 2004 and January 2005.**
- C. The weight to be given to a particular subscription charge for each FEHBP plan and option will be based on the number of enrollees in each such plan and option for whom contributions have been received from employers covered by the FEHBP as determined by the Office of Personnel Management.
- D. The amount necessary to pay the total charge for enrollment after the Employer's contribution is deducted shall be withheld from the pay of each enrolled employee. To the extent permitted by law, the Employer shall continue to permit employees covered by this Agreement to make their premium contributions to the cost of each plan on a pre-tax basis, and shall continue to extend eligibility to such employees for U.S. Postal Service's flexible spending account plans for unreimbursed health care expenses and work-related dependent child care and elder care expenses as authorized under Section 125 of the Internal Revenue Code.
- E. The limitation upon the Employer's contribution towards any individual employee shall be 88.75% of the subscription charge under the FEHBP in 2003, **2004 and 2005.**

Section 2. Health Benefit Brochures

When a new employee who is eligible for enrollment in the Federal Employees' Health Benefit Program enters the Postal Service, the employee shall be furnished a copy of the Health Benefit Plan brochure of the Union.

Section 3. Life Insurance

The Employer shall maintain the current life insurance program in effect during the term of this Agreement.

Section 4. Retirement

The provisions of Chapter 83 of Title 5 of the U.S. Code and any amendments thereto shall continue to apply to employees covered by this Agreement.

Section 5. Injury Compensation

Employees covered by this Agreement shall be covered by subchapter I of Chapter 81 of Title 5 and any amendments thereto relating to compensation for work injuries.

The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Workers' Compensation Programs and any amendments thereto.

**ARTICLE 22
BULLETIN BOARDS**

The Employer shall furnish a separate bulletin board for the exclusive use of the Union, subject to the conditions stated herein, if space is available. If a bulletin board is not available, some space will be made available for the purpose outlined in this Article. The Union may place their literature rack in swing rooms, if space is available. Only suitable notices and literature may be posted or placed in literature racks. There shall be no posting or placement of literature in literature racks except upon the authority of officially designated representatives of the Union.

**ARTICLE 23
RIGHTS OF UNION OFFICIALS TO ENTER POSTAL INSTALLATIONS**

Upon reasonable notice to the Employer, duly authorized representatives of the Union shall be permitted to enter postal installations for the purpose of performing and engaging in official union duties and business related to the Collective Bargaining Agreement. There shall be no interruption of the work of employees due to such visits and representatives shall adhere to the established security regulations.

**ARTICLE 24
EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS**

Section 1. Continuation of Benefits

Any employee on leave without pay to devote full or part-time service to the Union shall be credited with step increases as if the employee had been in a pay status. Retirement benefits will accrue on the basis of the employee's step so attained, provided the employee makes contributions to the retirement fund in accordance with current procedure. Annual and sick leave will be earned in accordance with existing procedures based on hours worked.

Section 2. Leave for Union Conventions

Employees will be granted annual leave or leave without pay at the election of the employee to attend National, State and Area Union Conventions provided that a request for leave has been submitted by the employee to the installation head as soon as practicable and provided that approval of such leave does not seriously adversely affect the service needs of the installation.

Section 3. Leave Replacement

In the event a leave replacement is not available on a rural route, the installation head will make every reasonable effort to secure a leave replacement.

**ARTICLE 25
HIGHER LEVEL ASSIGNMENTS**

Section 1. Salary Computation

A regular rural carrier is paid based on the evaluation of the route to which the carrier is assigned for the first 30 days of the temporary higher level assignment. At the beginning of the next pay period following completion of the first 30 days, the carrier's salary is converted to that of a 40-hour evaluated route, attained step. The salary is then adjusted in accordance with the salary rules for changes under the salary schedule to which assigned.

Section 2. Work Week

A rural carrier who normally serves a route six days a week or six days every other week who is detailed to a position under a different salary schedule for five 8-hour days in a service week will be paid for the full work week without carrying the route on Saturday.

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.

ARTICLE 26 ENERGY SHORTAGES

In the event of an energy crisis, the Employer shall make every reasonable attempt to secure a high priority from the appropriate Federal agency to obtain the fuel necessary for the satisfactory maintenance of postal operations. In such a case, or in the event of any serious widespread energy shortage, the Employer and the Union shall meet at the national level to discuss the problems and proposed solutions.

ARTICLE 27 EMPLOYEE CLAIMS

Section 1. Statement of Principle

Subject to a \$10 minimum, an employee may file a claim within fourteen (14) days of the date of when the employee has learned or may reasonably have been expected to have learned of the loss or damage and be reimbursed for loss or damage to the employee's personal property, except for motor vehicles and the contents thereof, taking into consideration depreciation where the loss or damage was suffered in connection with or incident to employment while on duty or while on postal premises. The possession of the property must have been reasonable or proper under the circumstances and the damage or loss must not have been caused in whole or in part by the negligent or wrongful act of the employee. Loss or damage will not be compensated when it resulted from normal wear and tear associated with day-to-day living and working conditions.

The above procedure does not apply to motor vehicles and the contents thereof. For such claims, employees may utilize the procedures of the Federal Tort Claims Act in accordance with Part 250 of the Administrative Support Manual. Tort claims are for damage or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of an employee (other than the claimant) while acting within the scope of employment. The procedure specified therein shall be the exclusive procedure for such claims, which shall not be subject to the grievance-arbitration procedure. A tort claim may be filed on SF 95, which will be made available by the installation head or designee.

Section 2. Claims Procedure

Claims should be documented, if possible, and submitted with recommendations by the Union steward to the Employer at the local level. The Employer will submit the claim, with the employee's and the steward's recommendation, to the district office for determination. An adverse determination may be appealed to Step 3 of the grievance-arbitration procedure.

ARTICLE 28 EMPLOYER CLAIMS

Section 1. Statement of Principle

The parties agree that continued public confidence in the Postal Service requires the proper care and handling of USPS property, postal funds, and the mails. In advance of any money demand upon an employee for any reason, the employee must be informed in writing and the demand must include the reasons therefor.

Section 2. Shortages in Fixed Credits

Employees who are assigned fixed credits or vending credits shall be strictly accountable for the amount of the credit. If any shortage occurs, the employee shall be financially liable unless the employee exercised reasonable care in the performance of the employee's duties. In this regard, the Employer agrees to:

- A. Continue to provide adequate security for all employees responsible for postal funds;
- B. Prohibit an employee from using the fixed credit or other financial accountability of any other employee without permission;
- C. Grant the opportunity to an employee to be present whenever the fixed credit is being audited and, if the employee is not available, to have a witness of the employee's choice present;
- D. Absolve an employee of any liability for loss from cashing checks if that employee follows established procedures.

Section 3. Loss or Damage of the Mails

An employee is responsible for the protection of the mails entrusted to the employee. Such employee shall not be financially liable for any loss, rifling, damage, wrong delivery of or depredation on, the mails or failure to collect or remit C.O.D. funds unless the employee failed to exercise reasonable care.

Section 4. Damage to USPS Property and Vehicles

An employee shall be financially liable for any loss or damage to property of the Employer including leased property and vehicles only when the loss or damage was the result of misconduct of such employee.

Section 5. Collection Procedures

- A. If a grievance is initiated and advanced through the grievance-arbitration procedure or a petition has been filed pursuant to the Debt Collection Act, regardless of the amount and type of debt, collection of the debt will be delayed until disposition of the grievance and/or petition has been had, either through settlement or exhaustion of contractual and/or administrative remedies.
- B. No more than 15 percent of an employee's disposable pay or 20 percent of the employee's biweekly gross pay, whichever is lower, may be deducted each pay period to satisfy a postal debt, unless the parties agree, in writing, to a different amount.

ARTICLE 29 LIMITATION ON REVOCATION OF DRIVING PRIVILEGES

Section 1. Employer's Right to Revoke

An employee's driving privileges may be revoked or suspended when the on-duty record shows that the employee is an unsafe driver.

Section 2. Revocation Considerations

Elements of an employee's on-duty record which may be used to determine whether the employee is an unsafe driver include, but are not limited to, traffic law violations, accidents or failure to meet required physical or operation standards.

When a revocation, suspension, or reinstatement of an employee's driving privileges is under consideration, only the on-duty record will be considered in making a final determination. An employee's driving privileges will be automatically revoked or suspended concurrently with any revocation or suspension of the employee's State driver's license and restored upon reinstatement. In the event such revocation or suspension of the State driver's license is with the condition that the employee may operate a vehicle for employment purposes, the employee's driving privileges will not be automatically revoked. When revocation, suspension, or reinstatement of an employee's driving privileges is under consideration based on the on-duty record, such conditional revocation or suspension of the State driver's license may be considered in making a final determination.

No installation will maintain a practice of revoking an employee's driving privileges without regard for the individual accident circumstances.

Section 3. Initial Certification

An employee shall receive Vehicle Familiarization and Safe Operation Certification when the employee has a valid State driver's license, has satisfactorily completed the Postal Service driver's training and has a satisfactory driving history.

Section 4. Employee Notification

An employee must inform the supervisor immediately of the revocation or suspension of the employee's State driver's license.

Section 5. Licensed Drivers Provided by Employee

In the event a rural carrier or a substitute rural carrier in a leave earning capacity loses his or her driving privileges and cannot be employed in the installation, a licensed driver meeting the Employer's driving standards may be provided by the rural carrier or a substitute rural carrier in a leave earning capacity at the carrier's option and expense for a period not to exceed one (1) year. This paragraph is applicable to only the employee's personal vehicle.

ARTICLE 30 WORKING RULES FOR RURAL CARRIERS

Section 1. General Provisions

A. Even Flow of Mail

During any mail count, the Employer shall make every effort to insure that mail is processed as usual.

B. Space and Working Conditions

A reasonable amount of space and adequate working conditions consistent with the capacity of the facility shall be provided each rural carrier to prepare mail for delivery.

C. Non-Conforming Boxes

A rural carrier may not be required to serve a box which does not conform to the Employer's delivery standards.

D. Roads and Approaches

Rural carriers shall be required to provide service to all customers on their assigned routes. The Employer shall be kept informed of road conditions on rural routes and shall endeavor to obtain cooperation from highway officials and customers in keeping roads passable and in good repair and approaches to boxes opened.

E. Route Remeasurement

Rural routes shall be remeasured upon request of the rural carrier or when the Employer determines it necessary. The rural carrier assigned to the route has the right to be present in a non-duty status at the remeasurement.

F. Lunch Break

1. Rural carrier craft employees may stop for not more than thirty (30) minutes for lunch. If carriers stop for lunch, the exact time used must be recorded.
2. Lunch may be taken in segments of less than thirty (30) minutes, at the carrier's option, provided the time taken does not exceed thirty (30) minutes. Segments may be taken in the office or on the route, provided the normal schedule is maintained to the extent possible. The parties agree that the lunch time taken by the carrier is not compensable.
3. Rural carrier craft employees may be permitted to travel a reasonable distance off their prescribed line of travel to and from an authorized lunch stop.

G. Scheduling

Scheduling is the responsibility of the Employer. Schedules shall be realistic, based upon the receipt and availability of the mail, the route evaluation, and other related service considerations. The rural carrier will receive reasonable advance notice when the schedule is to be changed. When the Employer changes the relief day of the regular carrier in accordance with Article 9.2.C.5.d.(2) and 9.2.C.5.e. of this Agreement, the carrier will receive notice of the change no later than the Saturday of the service week preceding the effective week of the change.

H. Acts of God

When Acts of God prevent an employee from performing the employee's duty, the Employer may authorize administrative leave. Equipment Maintenance Allowance will be paid for each service day a rural carrier reports to the post office and is scheduled to perform delivery. If the carrier fails to serve all or any portion of the route due to lack of proper endeavor or any failure for which the carrier is responsible, appropriate deductions from salary and Equipment Maintenance Allowance will be made based on miles omitted.

I. Turning in Mail and Funds

Rural carriers will turn in all mail and funds upon their return from the route. Normally, the Employer will arrange for hand-to-hand transfer of accountability. However, the Employer may provide other suitable methods for relieving the carrier of accountability. In either event, the rural carrier's liability shall be determined as specified in Article 28, Employer Claims.

J. Carrier's Rights in Route Adjustments

The regular rural carrier assigned to the route shall be notified in advance of any route adjustments and afforded the opportunity to submit comments in writing. The comments will be considered as a factor when such adjustments are under consideration and before any decision is made. Substantial route adjustments must be approved at a level higher than the installation and, if requested in writing, will be reviewed at the district level, except for adjustments to avoid actual work hours in excess of 2,080 during the guarantee period.

K. Affixing Stamps

During the month of December, the rural carrier shall not be required to affix stamps to letter mail and greeting cards placed in a rural box for collection. During the remainder of the year, every effort should be made to urge rural customers to affix stamps to letter mail. The rural carrier shall not be required to affix stamps to more than a reasonable number of pieces of letter-size mail from a box.

L. Roster of Customers

When the rural carrier is required to maintain a roster of customers, this roster shall be maintained, at the carrier's option, on either a loose-leaf binder form or a card index form.

M. Driver Certification

When an employee in the rural carrier craft is required to be absent from duty to receive Vehicle Familiarization and Safe Operation Certification, the carrier shall be in a pay status and shall not be charged with leave for the day.

N. Use of Seat Belts

The Employer's current national policy on the use of seat belts by rural carriers will be continued unless changed pursuant to the provisions of this Agreement.

O. Identification Badges

An identification badge shall be provided each rural carrier for display at the upper left front of the carrier's outer garment. Such badge shall be kept at the carrier's sorting case when the carrier is off duty.

P. Other Route Assignments

A regular rural carrier shall not be required to serve all or part of any rural route other than his or her assigned route except as provided in ELM, Section 546.

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

A. Appointment

1. Rural carrier associates (RCAs) are selected by the Employer from a register of eligibles established as the result of an open competitive examination, except that the Employer may appoint a former regular carrier in accordance with the Memorandum on page 98. RCAs shall be appointed only to fill leave replacement vacancies on regular routes or auxiliary routes as defined in Article 30.2.F.1. In addition, a part-time flexible rural carrier may be appointed as an RCA provided there is a leave replacement vacancy in the office in which the part-time flexible rural carrier seeks appointment. The part-time flexible rural carrier must resign his or her career position at least six (6) days prior to the effective date of the RCA appointment.
2. The Employer shall make every effort to expeditiously fill leave replacement vacancies when they occur. Regular rural carriers shall have the right to require that a leave replacement be assigned to their route.
3. The establishment of a part-time flexible rural carrier assignment is at the discretion of the Employer. There is no requirement to establish such assignments.

If the Employer decides to establish a part-time flexible rural carrier assignment, it shall be posted at the post office, including stations and branches, for all substitute rural carriers and RCAs that have completed their probationary period. The 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.

- a. The assignment will be awarded to the substitute rural carrier applicant having accrued the longest period of continuous service as a substitute rural carrier and auxiliary rural carrier in that office, unless another substitute rural carrier is deemed to be substantially better qualified. Such continuous service is that which occurred immediately prior to the appointment.
- b. If the vacant part-time flexible rural carrier assignment still exists, it shall be awarded to the non-probationary RCA applicant having accrued the longest period of continuous service as an RCA in that office, unless another RCA is deemed to be substantially better qualified.
- c. 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.
- d. If the vacant part-time flexible assignment still exists, post the vacancy within ten (10) days for all 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.
- e. The order of consideration shall be the same as stated in subsections a. and b. above and awarding the assignment shall be the same as stated in subsection c. above.

B. Probationary Period

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.**

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

1. Part-time flexible rural carriers may be assigned as the primary leave replacement on more than one regular route. The part-time flexible may also be utilized on any regular route where the primary leave replacement is not available and any auxiliary route where the assigned leave replacement is not available.
2. When necessary or desirable, a substitute, rural carrier associate, or rural carrier relief employee who is assigned to one route may be utilized on up to three routes. However, the employee's prime responsibility is to the assigned route.
3. Not more than one part-time flexible rural carrier, substitute, rural carrier associate, or rural carrier relief employee will be assigned for each regular rural route.
4. When a regular rural carrier is on extended leave without pay for National Rural Letter Carriers' Association official business, the person serving the route of such a rural carrier shall be entitled to a leave replacement.

D. Unavailability of a Leave Replacement

1. A leave replacement assignment list showing the primary leave replacements assigned to each route and the second and third leave replacements to be utilized on each route, if any, will be posted in each office. Qualified substitutes, rural carrier associates, and rural carrier relief employees will be designated as the second and third leave replacements for each route based on the longest period of continuous service in the office. In no instance will these employees be shown as leave replacements on more than three routes on the assignment list.

2. Whenever the leave replacement assigned to serve a route is temporarily unavailable or no leave replacement is assigned to the route, the Employer may require a part-time flexible rural carrier to serve the route prior to requiring those substitutes, rural carrier associates, or rural carrier relief employees who are the second or third leave replacements designated for that route on the leave replacement assignment list.
3. If the second and third leave replacements designated for the route are unavailable, and a part-time flexible rural carrier has not been designated to serve the route, the route shall be assigned to qualified substitutes, rural carrier associates, or rural carrier relief employees assigned to that delivery unit in the order of the longest period of continuous service in the office. Qualified is defined for Subsection D.1. and 3. as having received training on or been utilized on the route.

Delivery unit is defined for this purpose as a physical location containing one or more five digit zip codes under the control of one postmaster or station/branch manager. This does not include annexes, stations, or branches under the control of a different postmaster or station/branch manager.

4. If no qualified substitutes, rural carrier associates, or rural carrier relief employees within the delivery unit are available, the Employer may designate any other leave replacement prior to selecting a regular rural carrier to work in accordance with Article 8 Section 5.
5. In emergencies, when the services of a substitute, rural carrier associate, or rural carrier relief employee are not available, another qualified employee may be designated by the Employer.

E. Filling a Leave Replacement Vacancy

1. When a vacancy occurs in the leave replacement ranks, the assignment(s) 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) 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. The Employer may assign a part-time flexible rural carrier to the residual vacancy in the leave replacement ranks in accordance with Article 30, Section 2, Subsection C.1.
2. If a part-time flexible rural carrier vacancy exists, the Employer will have the option of eliminating the part-time flexible rural carrier position or posting the assignment in accordance with Article 30, Section 2, Subsection A.3.

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 at the office to which reassigned. 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.
2. When a regular rural route is transferred from one office to another, the substitute, rural carrier associate, or rural carrier relief employee designated to serve the route being transferred shall be privileged to transfer with the route to the new office. If the employee transfers with the route, the transferring employee retains seniority gained at the original office, and the employee's seniority is merged with the seniority of all substitutes, rural carrier associates, and rural carrier relief employees assigned to the same finance number in the new office.

G. Filling an Auxiliary Route

1. In offices where it becomes necessary to change the relief day of one or more regular routes in accordance with Article 9, Section 2, Subsection C.5.b., all auxiliary routes will be six-day assignments. Those substitutes, RCAs, and RCRs assigned to auxiliary routes and continuing to serve as the primary leave replacement on the assigned regular route, must make an election to serve the auxiliary route six days per week or to relinquish the auxiliary route and serve as a leave replacement. This election must be effective within 30 days of the date on which the Employer implements the formula outlined in Article 9.2.C.5.b.
 - a. If the employee elects to continue to serve as the leave replacement on the assigned regular route, the auxiliary route will be filled in accordance with Article 30, Section 2, Subsection **G.2**.
 - b. If the employee elects to serve the auxiliary route six days per week, any relinquished leave replacement assignment shall be filled in accordance with Article 30, Section 2, Subsection E.1. The residual leave replacement vacancy shall be filled by a temporary relief carrier.
 - c. If the employee elects to serve the auxiliary route six days per week, the employee will not serve on any other auxiliary route or as a leave replacement on any regular route.
 - d. The employee assigned to an auxiliary route may accept a subsequent leave replacement vacancy in accordance with Article 30, Section 2, Subsection E. However, upon accepting another leave replacement assignment, the employee will relinquish the auxiliary route.
2. When an auxiliary route is to be filled, the route will be offered to qualified substitutes, rural carrier associates, and rural carrier relief employees in the order of the longest continuous period of service at that office, without regard to classification.

3. In offices that have changed the relief days of one or more regular routes in accordance with Article 9, Section 2, Subsection C.5.b., upon accepting an auxiliary route assignment, the employee must relinquish the leave replacement assignment and serve on the auxiliary route six days per week. The relinquished leave replacement assignment shall be filled in accordance with Article 30, Section 2, Subsection E.1. If the residual leave replacement vacancy is not assigned to a part-time flexible rural carrier, it shall be filled by a temporary relief carrier.
4. In offices that have not changed the relief days of one or more regular routes in accordance with Article 9, Section 2, Subsection C.5.b., upon accepting an auxiliary route assignment, the employee must make an election to serve the auxiliary route six days per week or continue to serve the auxiliary route and only on the assigned regular route as the primary leave replacement. An employee serving the auxiliary route and serving on the assigned regular route as the primary leave replacement may subsequently elect to serve the auxiliary route six days, if mutually agreeable between the carrier and the installation head. Upon this election, Article 30, Section 2, Subsection G.1.b. and c. will apply. An employee serving the auxiliary route six days may accept a subsequent leave replacement vacancy in accordance with Article 30, Section 2, Subsection E. However, upon accepting a leave replacement vacancy, the employee will only serve on the assigned auxiliary route and as the primary leave replacement on the assigned regular route.
5. When the leave replacement assigned to serve the auxiliary route is unavailable, the Employer may require a part-time flexible rural carrier to serve the route or the assignment shall be offered to other substitutes, rural carrier associates, and rural carrier relief employees in the office in the order of the longest period of continuous service in that office, without regard to classification. If there are none available, the Employer shall select a temporary relief carrier or another qualified person to serve the auxiliary route.
6. When an auxiliary route is created in part or in whole from territory formerly served by another post office and no substitute, rural carrier associate, or rural carrier relief employee is available in the office from which the auxiliary route emanates, the route will be offered to the substitute, rural carrier associate, or rural carrier relief employee in the office from which the territory was taken in accordance with Article 30.2.G.2. The substitute, rural carrier associate, or rural carrier relief employee shall then be transferred to the new office where the auxiliary route was created.
7. When a substitute, rural carrier associate, or rural carrier relief employee is assigned to an auxiliary route and the employee's assigned regular route becomes vacant or the regular carrier is on extended absence, the employee must elect either the auxiliary route assignment or the assignment on the regular route. If the employee elects to serve full-time on the assigned regular route, the election shall not be effective until (and may be revoked by the employee prior to) the 91st day of the employee's full-time regular route assignment, at which time the auxiliary route assignment shall be relinquished and then offered to other employees in accordance with Article 30.2.G.2.

If the employee elects to continue to serve on the auxiliary route rather than serve full-time on the regular route, (or revokes an election to serve full-time on the regular route prior to the effective date), the employee shall relinquish the primary leave replacement assignment at the end of the next full pay period, and the leave replacement vacancy shall be offered to other employees in accordance with Article 30, Section 2, Subsection E. Upon relinquishing the primary leave replacement assignment, the employee shall accept another primary leave replacement vacancy in accordance with Article 30, Section 2, Subsection E, or, if none is available, shall work the auxiliary route full-time in accordance with Article 30, Section 2, Subsection G.4. If the office subsequently reassigns relief days in accordance with Article 9, Section 2, Subsection C.5.b, the employee will be required to serve the auxiliary route full-time.

H. Relief Day on Vacant J and K Routes

When a substitute, rural carrier associate, or rural carrier relief employee is serving full-time on a vacant route or during the absence of the regular carrier, a relief day shall be granted, in the case of a J route or a K route, if requested by the employee and if a leave replacement is available, or if required by local management.

I. Excess Substitute, RCA, and RCR Determination

In the event a rural route at an office is eliminated for any reason, the determination of the excess employee shall be made in the following manner:

1. If there is a temporary relief carrier (TRC) serving as a leave replacement on a regular or auxiliary route in the office, that assignment will be offered to the substitute, RCA, or RCR whose route was eliminated.
2. If there are no such assignments available, and there are RCRs in the office, the RCR with the shortest period of continuous service in their position in the office shall be terminated.
3. If there are no RCRs in the office, the substitute or the RCA with the shortest period of continuous service in their position in the office shall be terminated.

J. Financial Liability

A part-time flexible rural carrier, substitute, rural carrier associate, rural carrier relief employee, or auxiliary carrier shall have any financial liability determined in accordance with Article 28, Employer Claims.

K. Non-Discrimination

Article 2 shall apply to part-time flexible rural carriers, substitutes, rural carrier associates, rural carrier relief employees, and auxiliary carriers.

L. Benefits for Substitutes

Articles 10 and 21 shall apply to substitute rural carriers only to the extent of maintaining their current benefit levels, if any, except as provided in Article 10, Section 5.

M. Discipline Procedure

Article 16, except for the day of reflection, shall apply to part-time flexible rural carriers, substitute rural carriers, rural carrier associates, and rural carrier relief employees.

In addition to the provisions of Article 16, the following actions shall constitute just cause for removal of rural carrier associates and rural carrier relief employees: repeated unavailability for work, failure to maintain the regular schedule within reasonable limits, delay of mail, and failure to perform satisfactorily in the office.

N. Grievance-Arbitration

Part-time flexible rural carriers, substitutes, rural carrier associates, rural carrier relief employees, and auxiliary rural carriers shall have access to Article 15, Grievance and Arbitration Procedure, to appeal an alleged violation of the applicable provisions of Article 30 or the applicable provisions of any other Articles in which they are specifically named.

O. Leave Replacement Working Evaluated Hours

When a substitute, rural carrier associate, or rural carrier relief employee assigned to a route is working the route as a leave replacement or serving full time on a vacant route, or where the carrier is on extended leave, the employee is entitled to work at least the evaluated hours of the assigned route and then may be replaced to avoid payment of overtime or additional overtime. A part-time flexible rural carrier is only entitled, on a weekly basis, to a combination of leave and evaluated hours equal to the total of one day's evaluation of each of the assigned primary routes. A part-time flexible rural carrier may not use leave to generate overtime.

P. Sunday Work

An office-wide list will be established for substitutes, rural carrier associates, and rural carrier relief employees who desire to work on Sunday. When there is a need to work leave replacements on Sunday, the Employer may require a part-time flexible rural carrier work prior to selecting qualified employees from the list. The Employer will make every reasonable effort to avoid requiring substitutes, RCAs, and RCRs not on the list to work.

Q. Additional Duties

Leave replacements may be required to perform duties in addition to the route assignment; such as, auxiliary assistance on other routes, express mail duties, etc. When performing additional duties, the leave replacement will receive compensation at the hourly rate, in addition to the daily evaluated hours for the assigned route.

ARTICLE 31 UNION-MANAGEMENT COOPERATION

Section 1. Union Membership Solicitation

The Union may, through employees employed by the Employer, solicit employees for membership in the Union and receive Union dues from employees in non-work areas of the Employer's premises, provided such activity is carried out in a manner which does not interfere with the orderly conduct of the Employer's operation.

Section 2. Information Provided by Employer

The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration, or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee. All other requests for information should be directed by the National President of the Union to the Vice President, Labor Relations.

The Employer shall, on an accounting period basis, provide the Union at its national headquarters with a list of hires, promotions, demotions, and separations of bargaining unit employees for the Union. During March, June, September, and December, the Employer shall furnish the Union a computer tape from the Information Service Center computer files containing the following information concerning employees in the bargaining unit: name, full address, and social security number; craft designation; health benefits enrollment code number; post office name, finance number, and class.

The Employer shall, on an annual basis, furnish the Union a computer tape 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.

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

Section 3. Meetings

The parties agree that labor-management meetings will be scheduled at the national, area, and local levels. The purpose of such meetings shall be to discuss, explore, and consider matters of mutual concern and to improve labor-management relations, provided neither party shall attempt to change, add to, or vary the terms of this Collective Bargaining Agreement. Grievances shall not be a subject for discussion at these meetings. It is the intent of the parties that there be no fewer opportunities for meetings than existed in the previous Agreement. Agenda items should be submitted

and exchanged at least three (3) days in advance of the scheduled meeting. The chairman will be designated by the Employer.

The frequency, attendees, and type of agenda items considered proper for discussion at meetings at the various levels are as follows:

a. National Level

1. Frequency—Quarterly; however, by mutual agreement additional meetings may be held.
2. Attendees —The national representatives of the Union and Employer's designated representatives.
3. Agenda Items —Items of national concern such as Human Rights, Mech. and Tech., Subcontracting, Safety and Health, Jurisdiction, and other labor-management subjects.

b. Area Level

1. Frequency—Semiannually; however, by mutual agreement additional or less frequent meetings may be held.
2. Attendees —The area representatives of the Union and Employer's representatives.
3. Agenda Items —Items of area concern which affect more than one office, such as Safety and Health, Human Rights, and other labor-management subjects.

c. Local Level

1. Frequency—Quarterly; unless in an office having few carriers where the day-to-day relationship would render a meeting unprofitable. Meetings need not be held if mutually agreeable by both parties.
2. Attendees —The local steward and Employer's representative(s).
3. Agenda Items —Items of local office concern such as Safety and Health and other labor-management subjects.
4. The meeting shall be on official time, and the local steward shall be granted administrative leave or auxiliary assistance or accumulate the actual time required and be granted a day of administrative leave when eight (8) hours have been accumulated.

ARTICLE 32 SUBCONTRACTING

Section 1. Statement of Principle

The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.

Section 2. Advance Notice

The Employer will give advance notification to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet to consider the Union's views on minimizing such impact. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.

Section 3. Highway Contract Renewal Cycles

The Employer agrees to provide the Union with a schedule of Highway Contract Renewal Cycles as issued.

Section 4. Renewal of Highway Contract Box Delivery Routes

The Employer and the Union agree that, in those instances in which delivery is provided by Highway Contract Box Delivery Routes, upon the request of the state steward, the appropriate Office of Distribution Networks will furnish relevant cost information prior to the renewal of any such contract delivery route. The Employer's decision as to conversion of all or part of the territory involved to rural delivery will be made on a cost effective basis. All territory under review must qualify for rural delivery under the Employer's regulations.

Section 5. Contract Service

No expansion of the Employer's current national policy on the use of contract service in lieu of rural carriers will be made except through the provisions of this Article, which are intended to be controlling. The parties recognize that individual problems in this area may be made the subject of a grievance under the provisions of Article 15.

ARTICLE 33 PROMOTIONS

The Employer agrees to place particular emphasis upon career advancement opportunities. First opportunity for promotions will be given to qualified career employees. The Employer will assist employees to improve their own skills through training and self-help programs.

ARTICLE 34 WORK AND/OR TIME STANDARDS

Section 1. Statement of Principle

The principle of a fair day's work for a fair day's pay is recognized by the parties to this Agreement.

Section 2. Work Measurement Systems

The Employer agrees that any work measurement systems or time or work standards shall be fair, reasonable and equitable. The Employer agrees that the Union through qualified representatives will be kept informed during the making of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards. The Employer agrees that the National President of the Union may designate a qualified representative who may enter postal installations for purposes of observing the making of time or work studies which are to be used as the basis for changing current or instituting new work measurement systems or work or time standards.

Section 3. Advance Notice to Union

The Employer agrees that before changing any current or instituting any new work measurement systems or work or time standards, it will notify the Union as far in advance as practicable.

Section 4. Meeting to Resolve Differences

Within a reasonable time, not to exceed ten (10) days after the receipt of such notice, representatives of the Union and the Employer shall meet for the purpose of resolving any differences that may arise concerning such proposed work measurement systems or work or time standards.

Section 5. Notification

Following such meeting, the Union must be notified, in writing, whether or not the proposed changes will be modified before implementation.

Section 6. Grievance at National Level

If no agreement is reached within ten (10) days after receipt of notification in 5 above, the Union may initiate a grievance at the national level. If no grievance is initiated, the Employer will implement the new work or time standards at its discretion.

If a grievance is filed and is unresolved within ten (10) days, and the Union decides to arbitrate, the matter must be submitted to priority arbitration by the Union within ten (10) days.

Section 7. Arbitrator's Award

The arbitrator's award will be issued no later than sixty (60) days after the commencement of the arbitration hearing. During the period prior to the issuance of the arbitrator's award, the new work or time standards will not be implemented. Data gathering efforts or work or time studies, however, may be conducted during this period in any installation.

Section 8. Issue Before Arbitrator

The issue before the arbitrator will be whether the national concepts involved in the new work or time standards are fair, reasonable and equitable.

Section 9. Actions After Arbitrator's Award

In the event the arbitrator rules that the national concepts involved in the new work or time standards are not fair, reasonable and equitable, such standards may not be implemented by the Employer until they are modified to comply with the arbitrator's award. In the event the arbitrator rules that the national concepts involved in the new work or time standards are fair, reasonable and equitable, the Employer may implement such standards in any installation. No further grievances concerning the national concepts involved may be initiated.

Section 10. Union Right to Conduct Study

After receipt of notification provided for in Section 4 of this Article, the Union shall be permitted through qualified representatives to make time or work studies. The Union shall notify the Employer within ten (10) days of its intent to conduct such studies. The Union studies shall not exceed ninety (90) days from the date of such notice, during which time the Employer agrees to postpone live implementation. There shall be no disruption of operations or of the work of employees due to the making of such studies.

Upon request, the Union representative shall be permitted to examine relevant available technical information, including final data worksheets, that were used by the Employer in the establishment of the new or changed work or time standards. The Employer is to be kept informed during the making of such Union studies and, upon the Employer's request, the Employer shall be permitted to examine relevant available technical information, including final data worksheets, relied upon by the Union.

ARTICLE 35 EMPLOYEE ASSISTANCE PROGRAM

Section 1. Statement of Principle

The Employer and the Union express strong support for programs of self-help such as the Employee Assistance Program (EAP).

An employee's voluntary participation in such programs will be considered favorably in disciplinary action proceedings.

Section 2. Program Review

In offices having an EAP, the status and progress of the program, including improving methods for identifying alcoholism and drug abuse in its earliest stages and encouraging employees to obtain treatment without delay, will be proper subjects for labor-management discussions. Such discussions shall not breach the confidentiality of EAP participants.

Section 3. Employee Referrals

In postal installations having professional medical units, the Employer will insure that the professional staffs maintain a current listing of all local community federally-approved drug treatment agencies for referring employees with such problems.

ARTICLE 36 CREDIT UNIONS AND TRAVEL

Section 1. Credit Unions

In the event that the Union or its local Unions presently operate or shall hereafter establish and charter credit unions, the Employer shall, without charge, authorize and provide space, if available, for the operation of such credit unions in Federal buildings, in other than workroom space.

Any postal employee who is an employee of any such credit union or an officer, official, or board member of any such credit union shall, if such employee can be spared, be granted annual leave or leave without pay, at the option of the employee, for up to eight (8) hours daily, to perform credit union duties.

Section 2. Travel, Subsistence, and Transportation

The Employer shall continue the current travel, subsistence and transportation program. Payment will be governed by the travel regulations as set forth in Postal Service Handbook F-15, Travel and Relocation.

ARTICLE 37 SCOPE OF 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.

ARTICLE 38 SEPARABILITY AND DURATION

Section 1. Separability

Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect.

Section 2. Effective Date and Duration

Unless otherwise provided, this Agreement shall be effective on February 3, **2002**, and shall remain in full force and effect to and including 12 midnight November 20, **2004**, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration date of the Agreement.

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

It is the understanding of the parties that a national mail count may be initiated where rural delivery has been impacted on a national level. Examples of such change would be a reduction of delivery days, a substantial change in mail volume, etc.

Signed

Signed

Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service

Scottie B. Hicks
President
National Rural Letter
Carriers' Association

.2

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

The parties recognize the existing evaluated system of compensation to be a fair, reasonable, and equitable method of payment. The parties further recognize that the evaluated system is comprised of elemental standards which may not in every instance be adequate for an individual carrier; nevertheless, the parties agree that the standards, when examined collectively, represent a fair day's pay for rural carriers.

Where discrepancies develop in the element of the present route evaluation system, which has been in use for many years, and into the time standards of the system that has been applied to office and road duties, the Employer may undertake studies to correct such discrepancies so long as the changes are consistent with the principles of this memorandum and Article 34.

Signed

Signed

Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service

Scottie B. Hicks
President
National Rural Letter
Carriers' Association

.3

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

The parties agree that substitute carriers who bid out of their offices to accept appointments as regular carriers between July 21, 1981, and November 12, 1986, will be considered for residual vacancies in the office from which they came before the residual vacancies are filled by RCAs under Article 12, Section 3.B.2.f. The following procedures will apply to all such substitutes who wish to return to their original offices.

1. Written requests for such reassignments must be submitted by the carriers to the office from which they came no later than April 1, 1988.
2. It shall be the carrier's responsibility to keep his/her written request updated with current duty station, home address, and telephone number.
3. The selecting official will notify all eligible former substitute(s) of the vacancy. Carriers who desire to accept the reassignment opportunity must respond no later than two (2) weeks from receipt of the notice.
4. Failure to respond or to accept the reassignment will constitute cancellation of the written request for reassignment, and the carrier will not be considered for any future vacancies through this process.
5. In the event more than one (1) carrier desires to accept the route, the vacancy shall be awarded to the carrier having accrued the longest period of continuous service as a substitute carrier and regular carrier.

Signed

Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service

Signed

Scottie B. Hicks
President
National Rural Letter
Carriers' Association

.4

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

The parties agree that the time limits for filing a grievance appeal concerning a proposed removal shall begin from the date of receipt of the notice of proposed removal; therefore, once a grievance is filed concerning such notice, it is not necessary to also file a grievance on the letter of decision. In addition, receipt of a notice of proposed removal starts the 30-day advance notice period of Article 16, Section 4.

Signed

Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service

Signed

Scottie B. Hicks
President
National Rural Letter
Carriers' Association

.5

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

Supplement to Article 16.7

1. As general principles, the parties agree that the purpose and intent of Article 16, Section 7 is:
 - A. To afford preference eligible employees, because of their status under the Veterans' Preference Act, a choice of forums in which to obtain a resolution on the merits of certain adverse employer actions set forth in Chapter 75 of Title 5, U.S. Code. (e.g., suspensions of more than 14 days, discharge), and
 - B. To prevent situations in which the Employer is required to defend the same adverse action before the MSPB and in the Grievance-Arbitration procedure.
2. In accordance with the principles stated in 1. above, the following procedures shall be applied:

- A. A preference eligible employee may both file a grievance and appeal to the MSPB, as appropriate, and the Union shall be entitled, at its discretion, to pursue a grievance so filed to arbitration. However, the Union will be deemed to have waived access to arbitration in any of the following circumstances:
1. If at the time that the Union appeals the grievance to arbitration, the grievant also has an appeal pending before the MSPB. (Postmark will constitute the date of appeal to arbitration; Postmark will also constitute date of withdrawal of appeal to the MSPB);
 2. If the grievant appeals the matter to the MSPB at anytime after the Union appeals the matter to arbitration. (Postmark will constitute the date of the MSPB appeal);
 3. If the MSPB issues a decision on the merits;
 4. If at any time the MSPB begins a hearing on the merits;
 5. If at any time the employee requests the MSPB to issue a decision on the record without a hearing and the MSPB has closed the record; or
 6. If at any time the employee and the Employer resolve the MSPB appeal through settlement.
3. In notices in which the Postal Service advises employees of their right to appeal to the MSPB, the following statement shall be included:
- You have the right to file an MSPB appeal and a grievance on the same matter. However, if the MSPB issues a decision on the merits of your appeal, if an MSPB hearing begins, if the MSPB closes the record after you request a decision without a hearing, or if you settle the MSPB appeal, you will be deemed to have waived access to arbitration. Further, if you have an MSPB appeal pending at the time the Union appeals your grievance to arbitration, or if you appeal to the MSPB after the grievance has been appealed to arbitration, you will be deemed to have waived access to arbitration.
4. If the Postal Service erroneously advises an employee that he or she is entitled as a result of veterans, preference to appeal to the MSPB and if MSPB declines jurisdiction, the Union shall be entitled to reinstate the grievance that was not appealed to arbitration after a Step 3 denial, because of the employee's pending MSPB appeal, within 15 days from receipt of notice that the MSPB has dismissed the appeal for lack of jurisdiction. (Receipt of notice shall be presumed to have occurred 5 days from the date of the letter dismissing the appeal).
 5. At the Step 3 discussion of a grievance, the Union representative and the USPS representative each have an obligation to inform the other of the existence of a companion MSPB appeal.

Signed

Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service

Signed

Scottie Hicks
President
National Rural Letter
Carriers' Association

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIER'S 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 employee 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 assigned rural route, the carrier must 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.

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 created 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.

Signed

Andrea B. Wilson
Manager
Labor Relations
U.S. Postal Service

Signed

Gus Baffa
President
National Rural Letter
Carriers' Association

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

It is agreed that the following procedure will be used in situations in which an employee, as a result of a job-related illness or injury, is temporarily unable to work all of the duties of his or her normal rural carrier assignment. Instead, such an employee is working another assignment on limited duty or is receiving Continuation of Pay (COP) or compensation as the result of being injured on the job, sick leave, or annual leave or Leave Without Pay (LWOP) in lieu of sick leave.

1. Regular Rural Carriers, Part-time Flexible Rural Carriers, Substitutes and RCAs 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; one (1) year from the time the bid is submitted or the remainder of the two (2) year period described in the MOU regarding relinquishing the route when 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, not to exceed the lesser period, either; one (1) year from the placement of the bid-for position submitted or the remainder of the two (2) year period described in the previously mentioned MOU.
2. Management may, at the time of submission of the bid or at any time thereafter, request that the employee 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. above. If the employee fails to provide such certification, the bid shall be disallowed, and, it shall be reposted for bidding. Under such circumstances the employee shall not be permitted to re-bid the next posting of that assignment.
3. If at the end of the period described in item 1. above, the employee has not been able to perform the duties of the bid-for position, the employee must relinquish the bid, and shall not be permitted to re-bid the next posting of that assignment.
4. An employee currently holding an assignment in abeyance in accordance with the above, may elect to bid on other vacancies. 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 for the original bid described in item 1. above.
5. An employee that has relinquished their route due to being unable to perform his or her assigned route for a period of two years is not eligible to hold an assignment in abeyance pursuant to this MOU.
6. It is still incumbent upon the employee to follow procedures in Article 12, Section 3.A to request notices to be sent to a specific location when absent. All other provisions relevant to the bidding process will also apply.

Signed

Anthony J. Vegliante
 Vice President
 Labor Relations
 U.S. Postal Service

Signed

Steven R. Smith
 President
 National Rural Letter
 Carriers' Association

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

Right-Hand Drive Vehicles

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 **2000** National Agreement, a regular rural carrier who purchases a right-hand drive vehicle to serve his/her route, will receive a one-time payment of \$500 for purchasing and utilizing the right-hand drive vehicle for the purpose of providing service on his/her route.

In order for a regular carrier to be eligible for the \$500 incentive payment, the right-hand drive vehicle purchased must be a new current model year vehicle or a prior model year vehicle that was not previously owned. A right-hand drive modification kit or surplus USPS vehicle is not considered a valid purchase for incentive payment purposes. Additionally, the carrier must commit to use the purchased right-hand drive vehicle to serve the route for a period of three (3) years.

The Postal Service also agrees that any carrier who purchases a right-hand drive vehicle will not be **assigned** a postal-owned or postal-leased vehicle for a three-year period from the date of purchase of the 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 a right-hand drive vehicle for use on the route and that the purchase will be completed within thirty (30) days. The postmaster/manager must advise the carrier, in writing, within five 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 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.

Rural carrier eligibility for the incentive payment and three-year waiver will be

in effect over the term of this Agreement. Postmasters/managers should contact their district office when advised by a carrier of his/her intent to purchase a right-hand drive vehicle. A copy of the vehicle sales receipt dated within the term of this Agreement and postmaster/manager certification that the carrier has purchased a new right-hand drive vehicle for use on the route are the only items required to be submitted for payment of the \$500 incentive. Incentive payment requests will be submitted based on instructions issued by appropriate district personnel.

Any regular rural carrier who purchased a new right-hand drive vehicle between November 20, 2000 and February 3, 2002, may qualify for the three-year waiver and/or the \$500 incentive payment. To be eligible for the \$500 incentive payment, the carrier must submit documentation showing proof of purchase, and management certification must be provided as required by this memorandum. If the carrier failed to notify management of his/her intent to purchase a right-hand drive vehicle, this requirement is waived and the three-year waiver will commence retroactively to the date of purchase.

Signed

Signed

Anthony J. Vegliante
Vice President
Labor Relations
U.S. Postal Service

Gus Baffa
President
National Rural Letter
Carriers' Association

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

Availability of USPS Surplus Vehicles

The parties recognize the value of rural carriers operating right-hand drive vehicles on rural routes and the responsibility to provide for the safety of the rural carriers while in the performance of their duties. Therefore, the following represents the revised policy as it relates to the sale of surplus postal vehicles to rural carriers.

Due to the increasing age of the 1/4 ton postal-owned jeeps they will no longer be sold. When right-hand drive vehicles, other than 1/4 ton jeeps, become surplus, the Headquarters Office of Vehicle Maintenance will determine their disposition as operable vehicles, parts-only vehicles or scrap. Fifteen days prior to offering surplus right-hand drive vehicles for public sale, the local Manager, Vehicle Maintenance, will notify all local offices with rural delivery in the VMF service area, that rural carriers may purchase these vehicles exclusively for two (2) business days immediately preceding the start of a general sale. The rural carrier must certify that he or she intends to use the vehicle in conjunction with their duties and responsibilities as a rural carrier.

After being offered for sale for two days to rural carriers, surplus right-hand drive vehicles may then be offered for immediate sale to the general public and all eligible postal employees, including rural carriers, in accordance with the current sales policy.

Employees intending to purchase a surplus right-hand drive postal service vehicle will be granted leave to the maximum extent practicable to attend at least one of the two exclusive sale days.

Signed

Anthony J. Vegliante
Vice President
Labor Relations
U. S. Postal Service

Signed

Steven R. Smith
President
National Rural Letter
Carriers' Association

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

The parties agree that a regular rural carrier who wants to relocate because of a spouse's relocation or a personal hardship may be appointed as a rural carrier associate (RCA), provided there is a leave replacement vacancy in the office to which the regular carrier seeks relocation and the regular carrier resigns his or her career position prior to appointment as an RCA.

The regular carrier must submit a written request for an appointment as an RCA to the installation head at the office where the appointment is desired and must provide a copy of the request to the installation head at the office where currently employed. Acceptance of the carrier's request is at the discretion of the installation head of the gaining office, provided a leave replacement vacancy exists in the office and all contractual provisions concerning the filling of such vacancies are followed.

Upon receipt of the request at the gaining office, the installation head or designee will advise the regular carrier whether the request is accepted and, if so, the effective date of the RCA appointment. The regular carrier must then resign from the Postal Service at least six (6) days prior to the effective date of the RCA appointment. Following the six-day break in service, the individual will be appointed as an RCA in the new installation. The individual's seniority as an RCA will begin with the effective date of the appointment. No new probationary period shall be required.

Signed

Anthony J. Vegliante

Signed

Steven R. Smith

Vice President
Labor Relations
U.S. Postal Service

President
National Rural Letter
Carriers' Association

.11

**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 2002 and shall replenish the Fund in the same amount for FY 2003 and FY 2004.

Signed

**Anthony J. Vegliante
Vice President
Labor Relations
U.S. Postal Service**

Signed

**Gus Baffa
President
National Rural Letter
Carriers' Association**

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

The parties firmly believe that by continuing their constructive and cooperative relationship they can best achieve their mutual goals. These mutual goals include improving the service and financial performance of the Postal Service; improving employee and customer satisfaction; building involvement, commitment, and motivation among both managers and employees; and, generally, enhancing the overall effectiveness of the organization to the benefit of all concerned.

With these goals in mind, the Postal Service established, and the NRLCA agreed to participate in, the Striving for Excellence Together (SET) program some years ago. As that program has been discontinued organization-wide, the parties desire to explore possible incentive systems that may more effectively achieve their mutual goals. Toward that end, the parties may agree to conduct studies, tests, or pilot programs, and any such efforts will be jointly developed, implemented, and evaluated.

The parties will meet at the national level on this effort as soon as possible after the effective date of the 1995 National Agreement.

Signed

Signed

Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service

Scottie B. Hicks
President
National Rural Letter
Carriers' Association

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**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, 2004, and end December 31, 2008. The 3000 postal-owned vehicles that will be deployed each year are in addition to any postal vehicles provided to replace the 10,804 postal vehicles currently assigned to rural routes.

Any Employer provided vehicles deployed to rural routes prior to 2004, other than to replace those already assigned to rural routes, will count toward the 3000 vehicles to be deployed in 2004. However, the start of the five-year period will continue to be in 2004.

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. Therefore, all provisions for Optional Equipment Maintenance Allowance (OEMA) will no longer apply. However, 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.

**Anthony J. Vegliante
Vice President
Labor Relations
U.S. Postal Service**

**Gus Baffa
President
National Rural Letter
Carriers' Association**

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

The United States Postal Service and the National Rural Letter Carriers' Association face a very exciting and challenging future as we continue to expand the role of the Postal Service as an important gateway to the American household. Going forward, our future success will depend largely on how well we work together as a team. How well we put forth our best efforts on behalf of the Postal Service, to be successful, we must create work relationships that recognize our differences, and build on our strengths. We must create a safe and secure work environment for every single employee. We must take individual responsibility for our actions, and our words, and we must help instill a sense of pride in every employee who works for our organization.

Emphasis must be placed on the corporate objective that all managers, supervisors, and union representatives give the highest priority to compliance with our collective bargaining agreement. The United States Postal Service and the National Rural Letter Carriers' Association are fully committed to abide by the provisions of the National Agreement.

We all invest a large amount of time at work and the workplace environment is important to us all. That's why each and every one of us is responsible for building a work environment that is healthy and successful, to ensure a vibrant, robust Postal Service for the future.

Our vision of a better, healthier workplace is an environment where supervisors and employees have constructive dialogue with each other, where differences are recognized, and diversity is valued, where we are able to work together, and unlock the great potential of our workforce.

Signed

Anthony J. Vegliante
Vice President
Labor Relations
U.S. Postal Service

Signed

Steven R. Smith
President
National Rural Letter
Carriers' Association

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"L" ROUTE PROFILE

1. Twelve (12) boxes or more per mile average density.
2. High or low option.
3. **91%** coverage factor applied to the regular box allowance.
4. Multiple accountable items for one address would be entered on a firm delivery book. The route would receive credit for one (1) article per page, and .25 minutes per return receipt.
5. Whenever the results of an official mail count indicate that the density of a route is twelve (12) boxes per mile or more, the route will be classified as an "L" route, and the evaluation will be determined pursuant to "L" route standard allowances. Route evaluations and compensation adjustments due to conversion to "L" routes will become effective regardless of the number of minutes change in the evaluated hours of routes.
6. Whenever a 120-minute or more salary adjustment is made on a route, whether due to a substantial service change or a route adjustment, and the density of the route after the change has been increased to twelve (12) boxes a mile or more, the route will be scheduled for an official mail count consistent with the provisions of article 9.2.c.11.b.

**RURAL CARRIER ASSOCIATE/RURAL
CARRIER RELIEF SCHEDULES
STRAIGHT-TIME HOURLY WAGE RATES**

	<u>Effective Date</u>	<u>Schedule 1*</u>	<u>Schedule 2**</u>
1)	11/18/2000 (This schedule reflects the 1.2% general wage increase)	\$13.21	\$16.73
2)	2/10/2001 (This schedule reflects the COLA roll-in from the 1999 Extension)	\$13.67	\$17.19
3)	11/17/2001 (This schedule reflects the 1.8% general wage increase)	\$13.92	\$17.50
4)	5/18/2002 (This schedule reflects the upgrade and \$300 increase)	\$14.84	\$17.99
5)	11/16/2002 (This schedule reflects the approximate 1.4% general wage increase)	\$15.04	\$18.24
6)	11/15/2003 (This schedule reflects the approximate 1.2% general wage increase)	\$15.21	\$18.45

An amount equal to the COLA paid to full-time rural carriers on an hourly basis under the **1999** one-year contract extension will be rolled into RCA/RCR hourly rates during the first full pay period of February 2001.

An amount equal to the COLA paid to full-time rural carriers on an hourly basis under the 2000 Agreement will be rolled into RCA/RCR hourly rates during the first full pay period of February 2005.

* Applies to rural carrier associates hired beginning August 24, 1991.

** Applies to rural carrier associates and rural carrier relief employees on the rolls prior to August 24, 1991.