



# Steward Link

National Rural Letter Carriers' Association

Volume 3, Issue 2

June 2002

## Free Saturday Provisions

With the results of the last National Mail Count in and with the realization that there will be more J and H routes than there have been in the past several years, situations that we have not dealt with in the case of K routes have suddenly come to the forefront. The most significant of which is the issue of "Free Saturdays" and how they apply to the H and J routes. The following information is being provided to assist carriers in dealing with annual and sick leave and how best to utilize the provisions of the contract that allow for free Saturdays.

Public Law 80-44, enacted in 1947, allowed rural carriers to take leave for a week or more without being charged for the absence on Saturdays. These provisions have been continued in the various National Agreements.

Article 10, Section 4, of the 1995 National Agreement, provides, 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.

We believe that this section is self-explanatory. Yet we are frequently astonished to learn that many rural carriers are apparently unaware that there are two of the so-called free-Saturdays involved when annual leave is taken for a full work-week. All Saturdays which occur within or at either end (or at both ends) of a period of five consecutive days of annual or sick leave are granted without charge to the rural carrier's leave balance.

[PUBLIC LAW 44—80th CONGRESS]

[CHAPTER 47—1ST SESSION]

[S. 547]

AN ACT

To provide for annual and sick leave  
for rural letter carriers.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section 6 of the Public Law 184, Seventh-ninth Congress, chapter 274, first session, is hereby amended by adding the following paragraph to section 6 under the title "Annual leave":

"The authorized absence of a rural carrier on Saturdays which occur within or at the beginning or end of a period of sick or annual leave of five or more days' duration (or four days' duration if a holiday falls within or at the beginning or end of the period of sick or annual leave) shall be without charge to such leave or loss of compensation: Provided, That Saturdays occurring in a period of annual or sick leave taken in a smaller number of days may at the option of the carrier be charged to his accrued leave and when so charged he shall be paid for such absence."

Sec. 2. The amendment made by this Act shall take effect as of February 1, 1947.

Approved April 30, 1947

## Effect of Holidays

If a holiday falls within the period of five otherwise chargeable days, the leave balance is reduced by only four days, and there is no leave charged for the Saturdays within or at either end of the period.

When the leave period ends on a Saturday which is also a holiday, the preceding Friday is considered to be the holiday. Both Saturdays are free, and the leave charge is four days.

The situation is a little different if the first day of the leave period is a Saturday and is also a holiday. To take full advantage of the free-Saturday provision, it would be necessary to begin the leave period on the preceding Friday. The Friday would be considered the holiday, the Saturday would be free, and five days annual leave would be charged. If the leave period began on Saturday instead of Friday, five days would still be charged.

## Effect on K Routes

Since the K-route carrier is, for all practical purposes, a five-day per week employee, one day of leave is charged for each day of leave taken. Therefore, the free-Saturday provisions are not applicable to K routes.

## Effect on J Routes

For the J-route carrier with a Saturday relief day, the application is basically the same as for the six-day per week carrier when the leave period is Saturday through Saturday. Regardless of whether the leave starts on the relief day or the non-relief day, five days of leave are charged. The non-relief Saturday is free.

The effect of holidays is also the same as on the six-day route if Saturday is the relief day. If a holiday falls within the period, four days of leave are charged. When the holiday falls on the final Saturday of the leave period, the preceding Friday is treated as the holiday and Saturday is either a free day or the relief day, whichever is appropriate, and the leave charge is four days. If the first Saturday of the leave period is a relief day and holiday, the J-route carrier may want to take off on the preceding Friday. In that case, Friday would be considered the holiday, the first Saturday is the relief day, the second Saturday is free, and the leave charge is five days.

## Relief Day Other Than Saturday

The situation is a bit more complex for the J-route carrier with a relief day other than Saturday. Timekeeper Instructions, Part 633.152 provides in part, *"Carriers serving J routes are entitled to the benefit of the free-Saturday leave charging provisions, provided the carrier has five otherwise charged days of leave with the continuity not broken by the J day, or four days in case of a holiday."*

When a carrier on a J route has a relief day other than Saturday, the free-Saturday leave charging provisions will be applied as follows:

1. If leave is taken during a period of Saturday through Saturday of the week which includes the relief day, the carrier would be charged with six days annual leave. (As an example, assume a relief day on Wednesday, July 14,

1976. The carrier is on annual leave from Saturday, July 10 through Saturday, July 17. The continuity of his period of leave is broken by the relief day. Therefore, he would be charged six days annual leave—July 10, 12, 13, 15, 16, 17.)

2. If the same carrier takes leave for the period Saturday through Saturday during a week that does not include his relief day, he would be charged five days annual leave. (For example, with a relief day on Wednesday, July 14, 1976, the carrier is on annual leave from Saturday, July 17, through Saturday, July 24. The free Saturday provisions would apply, and he would be charged with five days annual leave.)


## How Payroll Codes Affect Free Saturdays

There have been questions raised about the use of the payroll codes "O," "X," "F," and "P" when an H or J route carrier is off for a whole week and if the use of certain payroll codes could cause the carrier to lose one or two free Saturdays.

Using the codes "O" or "X" will not cause a problem; however, using codes "F" or "P" will result in annual leave being charged for the Saturday(s). The carrier is actually working when these two codes are used, thus, with no full week off, there can be no free Saturday(s).

## Comments

We have not attempted to cover all possible circumstances in this column. However, careful analysis of the National Agreement provisions and this explanation should enable every rural carrier to determine the proper leave charge for each absence.

If additional information is needed, please refer to Handbook F-21, Time and Attendance, Part 581.15. 

## Memorandums of Understanding

**A**lthough many of you will receive copies of the Memorandums of Understanding in the national magazine, it is important to include them in the Steward Link. The Steward Link is intended not only as an educational tool but also a resource tool. It is hoped that each of the Steward Links will be saved for future reference. The following pages have the up-to-date memorandums signed by President Gus Baffa.


The first memo concerns the purchase of right-hand drive vehicles. The most significant thing about this MOU is that it is retroactive to November 20, 2000. 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.

The second MOU reinstates the Leave Sharing Program during the term of the 2000 National Agreement which would allow

career postal employees the ability to donate annual leave from their earned annual leave account to another career postal employee, with the same geographic area serviced by a postal district.

The third MOU reaffirms the parties' agreement that during the term of the 2000 National Agreement, sick leave may be used by an employee to give care or otherwise attend to a family member having an illness, injury, or other condition which, if an employee had such condition, would justify the use of sick leave by that employee.

The fourth MOU continues the Joint Education and Training Fund for the purpose of providing education and training in the conflict resolution, team building, communication skills, labor/management relations, and any other initiatives as advanced by the parties at the national level.

The fifth MOU is an agreement by the Postal Service to provide three thousand (3,000) right-hand postal-owned or postal-leased vehicles on rural routes each year over a five-year period ending December 31, 2008. These right-hand vehicles would be in addition to the 10,804 right-hand drive vehicles already on rural routes. 

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

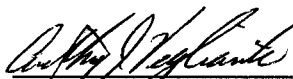
In order to be eligible for the three-year waiver, a rural carrier must advise the postmaster/manager, in writing, that he/she intends to purchase a right-hand drive vehicle for use on the route and that the purchase will be completed within thirty (30) days. The postmaster/manager must advise the carrier, 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.

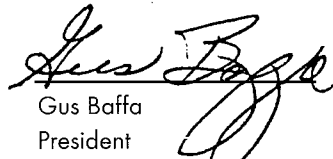
The incentive payment and three year waiver do not apply when a carrier purchases a right-hand drive vehicle after being notified by the Postal Service of its intent to provide a postal-owned or postal-leased vehicle for the route, or when a carrier is assigned to or bids on a route which already has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



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



Gus Baffa  
President  
National Rural Letter  
Carriers' Association

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

**Leave Sharing**

The Postal Service will continue a Leave Sharing Program during the term of the 2000 National Agreement under which career postal employees are able to donate annual leave from their earned annual leave account to another career postal employee, within the same geographic area serviced by a postal district. Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not donate leave to their immediate supervisors.

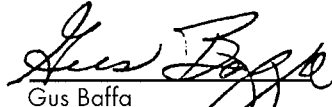
To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions or pregnancy and (b) must be known or expected to miss at least 40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or her absence approved pursuant to standard attendance policies. Donated leave may be used to cover the 40 hours of LWOP required to be eligible for leave sharing.

For purposes other than pay and legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave.

Donated leave may be carried over from one leave year to the next without limitation. Donated leave not actually used remains in the recipient's account (i.e., is not restored to donors). Such residual donated leave at any time may be applied against negative leave balances caused by a medical exigency. At separation, any remaining donated leave balance will be paid in a lump sum.



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



Gus Baffa  
President  
National Rural Letter  
Carriers' Association

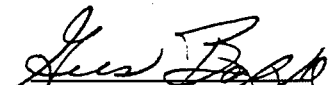
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

**Sick Leave for Dependent Care**

The parties agree that, during the term of the 2000 National Agreement, sick leave may be used by an employee to give care or otherwise attend to a family member having an illness, injury, or other condition which, if an employee had such condition, would justify the use of sick leave by that employee. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. Up to 80 hours of sick leave may be used for dependent care in any leave year. Approval of sick leave for dependent care will be subject to normal procedures for leave approval.



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



Gus Baffa  
President  
National Rural Letter  
Carriers' Association

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

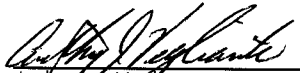
**Joint Education and Training Fund**

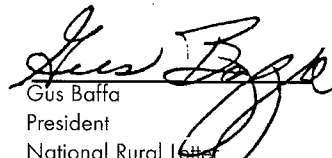
The parties are committed to improving the working life of rural carriers and enhancing the effectiveness of the Postal Service. The parties further recognize that to reach these objectives, both managers and rural carriers need to be provided educational and training opportunities which encourage and 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.

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

  
Gus Baffa  
President  
National Rural Letter  
Carriers' Association

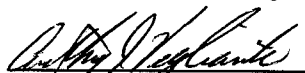
**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
UNITED STATES POSTAL SERVICE AND THE  
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

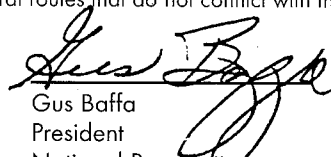
**Employer Provided Vehicles**

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,

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

  
Gus Baffa  
President  
National Rural Letter  
Carriers' Association

# Additional Provisions Implemented by Arbitrator's Award

During the process of negotiations and just prior to arbitration, there were several issues that the parties were able to agree upon. Those issues were merged into the agreement and accepted by the parties. The following twelve (12) agreed upon items are presented as they will appear either as a contract change, policy letter or Memorandum of Understanding. At this time all but one of the agreed upon items has been acted upon. The one exception is that management has yet to issue a policy letter on carriers being required or permitted to work off the clock. As soon as that policy letter is issued to the field, we will furnish it the membership.

## 1. NON-DISCRIMINATION

Include handicapped employees in Article 2, Non-discrimination and Civil Rights.

### Contract language—

#### 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 ~~or because of a physical handicap with respect to a position the duties of which can be performed efficiently by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to others.~~ **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.**

\* \* \* \* \*

## 2. REGULAR CARRIER WORKING RELIEF DAY FOR LEAVE REPLACEMENT

An exception to the relief day worked provisions, allowing a regular carrier to voluntarily work their relief day for an X day, scheduled the same way as annual leave, to allow a relief carrier a day off.

### Contract language—

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

\* \* \* \* \*

##### Section 2. Compensation, Allowance, and Fees

\* \* \* \* \*

### C. Evaluated Compensation

\* \* \* \* \*

### 5. Relief Days

\* \* \* \* \*

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.**

**h. i.** 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.

**h. 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.

### **3. TABLE OF EVALUATED HOURS FOR AUXILIARY ROUTES**

Table of evaluated hours for Auxiliary routes from 12 to 57 hours.

**Contract language—**

ARTICLE 9  
COMPENSATION, SALARIES, AND WAGES

\* \* \* \* \*

### Section 2. Compensation, Allowance, and Fees

\* \* \* \* \*

#### C. Evaluated Compensation

\* \* \* \* \*

#### 6. Route Classification

Rural routes shall be classified as follows:

##### **a. TABLE OF EVALUATED HOURS FOR REGULAR RURAL ROUTES**

\* \* \* \* \*

##### **b. TABLE OF EVALUATED HOURS FOR AUXILIARY ROUTES**

Standard hours and minutes per week	Eval Hrs
11:30 to 12:29	12
12:30 to 13:29	13
13:30 to 14:29	14
14:30 to 15:29	15
15:30 to 16:29	16
16:30 to 17:29	17
17:30 to 18:29	18
18:30 to 19:29	19
19:30 to 20:29	20
20:30 to 21:29	21
21:30 to 22:29	22
22:30 to 23:29	23
23:30 to 24:29	24
24:30 to 25:29	25
25:30 to 26:29	26
26:30 to 27:29	27
27:30 to 28:29	28
28:30 to 29:29	29
29:30 to 30:29	30
30:30 to 31:29	31
31:30 to 32:29	32
32:30 to 33:29	33
33:30 to 34:29	34
34:30 to 35:29	35
35:30 to 36:29	36
36:30 to 37:29	37
37:30 to 38:29	38
38:30 to 39:29	39*
39:30 to 40:29	40*
40:30 to 41:29	41*
41:30 to 42:29	42*
42:30 to 43:29	43*
43:30 to 44:29	44*
44:30 to 45:29	45*
45:30 to 46:29	46*
46:30 to 47:29	47*

47:30 to 48:29	48*
48:30 to 49:29	49*
49:30 to 50:29	50*
50:30 to 51:29	51*
51:30 to 52:29	52*
52:30 to 53:29	53*
53:30 to 54:29	54*
54:30 to 55:29	55*
55:30 to 56:29	56*
56:30 and Over	57*

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

#### 4. WORK RELIEF BEFORE REGULAR ON DESIGNATED HOLIDAY

Regular may be made to work designated holiday only when relief unavailable.

Contract language—

ARTICLE 11  
HOLIDAYS

\* \* \* \* \*

Section 2. Payment

\* \* \* \* \*

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.

\* \* \* \* \*

#### 5. ROUTES EVALUATED 26 HOURS OR LESS

Vacant regular routes evaluated 26 standard hours and under revert to auxiliary status.

Contract language—

#### ARTICLE 12

#### PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENT

\* \* \* \* \*

Section 3. Rural Carrier Posting

\* \* \* \* \*

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.

\* \* \* \* \*

#### 6. COMPLIANCE WITH COURT OR FEDERAL AGENCY DECISIONS

Compliance with decisions by a court, EEOC or federal agency reemploying a former rural carrier.

Contract language—

ARTICLE 15  
GRIEVANCE AND ARBITRATION PROCEDURE

\* \* \* \* \*

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.

\* \* \* \* \*

## 7. NO NEW PROBATIONARY PERIOD

Change from RCR to RCA will not require a new probationary period.

### Contract language—

ARTICLE 30  
WORKING RULES FOR RURAL CARRIERS

\* \* \* \* \*

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

\* \* \* \* \*

B. Probationary Period

\* \* \* \* \*

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

## 8. TRC-PRIMARY BACKUP ON AUXILIARY ROUTE

When a TRC is assigned as primary backup on an auxiliary route, management may use the TRC or a PTF prior to offering to substitutes, RCAs and RCRs.

### Language—

The parties have agreed that the Postal Service will establish and distribute a policy letter indicating that when a Temporary Relief Carrier (TRC) has been assigned as the primary leave replacement (back-up) for an auxiliary route, management may use the assigned TRC or a Part Time Flexible rural carrier to serve the route when the employee assigned to the auxiliary route is unavailable, prior to offering the assignment to other substitutes, RCAs, or RCRs.

### Policy Letter—

Labor Relations  
UNITED STATES  
POSTAL SERVICE

March 7, 2002

MANAGERS, HUMAN RESOURCES (AREA)  
MANAGERS, LABOR RELATIONS (AREA)  
MANAGERS, DELIVERY PROGRAMS SUPPORT (AREA)  
MANAGERS, HUMAN RESOURCES (DISTRICT)  
MANAGERS, OPERATIONS PROGRAMS SUPPORT (DISTRICT)

SUBJECT: Temporary Relief Carriers Assigned  
to an Auxiliary Route

The following represents the policy regarding the appropriate assignment of an auxiliary route when the leave replacement assigned to serve the auxiliary route is unavailable.

In accordance with Article 30.2.G.5 of the 2000 National Agreement, when the leave replacement assigned to serve the auxiliary route is unavailable, the Employer may require a part-time flexible rural carrier (PTF) to serve the route or the assignment shall be offered to other substitutes, rural carrier associates (RCA), or rural carrier relief employees (RCR). If on a frequent and continual basis there is no substitute, RCA, or RCR available to provide service on the auxiliary route in the absence of the assigned leave replacement, a temporary relief carrier (TRC) may be hired and assigned as the primary leave replacement (back-up) for an auxiliary route.

In those instances when a TRC has been assigned as the primary leave replacement, the policy for assigning a leave replacement to serve the auxiliary route when the assigned leave replacement is unavailable will be that management may use the assigned

TRC or a PTF, prior to offering the assignment to other substitutes, RCAs or RCRs.

Any questions concerning this information should be directed to Bill Daigneault at (phone number) or Cathy Perron at (phone number).



Andrea B. Wilson  
Manager  
Contract Administration (NRLCA/NPMHU)

## 9. PERIODIC STEP INCREASES NOT WITHHELD FOR PERFORMANCE

ELM shall be changed to reflect that rural carrier step increases may not be withheld based on the carrier's work performance.

### Language—

The parties have agreed that the Postal Service will amend Section 424 of the *Employee and Labor Relations Manual (ELM)* to reflect that granting step increases for rural carriers will not be based on the carrier's work performance. The eligibility requirements will be similar to the provisions in ELM, Section 422.31.

## 10. PROHIBIT EMPLOYEES FROM WORKING OFF THE CLOCK

The parties have agreed that the Postal Service will establish a policy letter indicating that supervisors shall not require, nor permit, rural carrier craft employees to work off the clock.

### Language—

Same as above

## 11. REDLINING CHANGES

USPS shall issue a policy letter reminding district staffs to provide postmasters with reasons for any red-lined column R time and the responsibility to inform the employee.

### Language—

The parties have agreed that the Postal Service will establish and distribute a policy letter ensuring accurate review of column R entries during mail counts and to remind district staffs to provide postmasters with reasons for any changes and to advise postmasters of their responsibility to inform the carriers of those redlining changes pursuant to handbook M-38, Management of Rural Delivery Services, Part 526.634.

## Policy Letter—

Labor Relations  
UNITED STATES  
POSTAL SERVICE

March 13, 2002

MANAGERS, HUMAN RESOURCES (AREA)  
MANAGERS, LABOR RELATIONS (AREA)  
MANAGERS, DELIVERY PROGRAMS SUPPORT (AREA)  
MANAGERS, HUMAN RESOURCES (DISTRICT)  
MANAGERS, OPERATIONS PROGRAMS SUPPORT (DISTRICT)

SUBJECT: Form 4241/4241-X, Rural Delivery Statistics Report, Review Policy

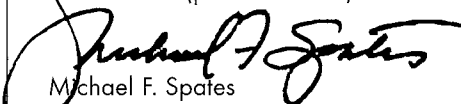
The following represents the policy regarding the review of Form 4241 or 4241-X, Rural Delivery Statistics Report, by district personnel prior to data entry and the appropriate handling of any disallowed entries.

During a mail count, Column R, Other Suitable Allowance, is used to record a reasonable time allowance for unusual conditions or for other services rendered on a daily or weekly basis that are not accounted for under other normal work functions or time elements. The actual time required by the carrier to perform the service not otherwise included in another allowance or work function should be recorded in this column. However, some Column R entries may be set time allowances for a specific function, such as MDCD (scanner) allowances, rather than actual time.

Part 526.634.b(1) of Handbook M-38, Management of Rural Delivery Services, gives a detailed explanation of those elements that district personnel should be reviewing before processing Form 4241 or 4241-X. Specifically, Part 526.634.b(1)f states, "Disallow entries under Other Suitable Allowance which appear unreasonable, are insufficiently explained in the Comments Section, or are otherwise provided for by automatic time allowances." It continues, "The postmaster of the office submitting the forms must be advised in writing of the reason why any entry was disallowed."

It is imperative that all district personnel responsible for verification of Form 4241 or 4241-X provide the postmasters with the reasons behind any disallowed entries ("redlined" items) in accordance with Handbook M-38. In addition, the written notification should include a reminder to the postmaster of his or her responsibility to inform the carriers of those redlined changes.

Any questions concerning this information should be directed to Bob West at (phone number).



Michael F. Spates  
Manager  
Delivery Operations

## 12. RIGHT-HAND DRIVE POSTAL-PROVIDED VEHICLES


It is agreed that the Postal Service will provide 3,000 right-hand drive postal-owned or postal-leased vehicles on rural routes each year for a five-year period, starting in calendar year 2004 and ending in calendar year 2008. These vehicles are in addition to any postal vehicles provided to replace the 10,804 postal vehicles currently assigned to rural routes.

### Language—


It is agreed that the Postal Service will provide 3,000 right-hand drive postal-owned or postal-leased vehicles on rural routes each year for a five-year period, starting in calendar year 2004 and ending in calendar year 2008. These vehicles are in addition to any postal vehicles provided to replace the 10,804 postal vehicles currently assigned to rural routes.

Any postal-owned vehicles deployed to rural routes prior to 2004, other than to replace those already assigned to rural routes, will count toward the 3,000 postal-owned vehicles to be deployed in 2004. However, the start of the five-year period will continue to be in 2004.

The Employer will assign these vehicles to rural routes as the Employer determines will benefit the Postal Service. Rural carriers will not be able to reject the assignment of an Employer-provided vehicle on their route. If the MOU concerning rural carriers purchasing RHD vehicles is extended in the 2000 National Agreement, carriers receiving a three-year waiver in accordance with the MOU will not receive an Employer-provided vehicle on their route pursuant to the terms of the MOU. The language concerning OEMA in Article 9.2.J will be deleted and the provisions will be modified to reflect this agreement.

(Note: The MOU concerning rural carriers purchasing RHD vehicles has been extended in the 2000 National Agreement.) 

## Impact of DPS

The following letter, dated April 17, 2002, was received by NRLCA President Gus Baffa from USPS Manager, Contract Administration Andrea Wilson, regarding the impact of DPS. 

April 17, 2002

Mr. Gus Baffa  
President  
National Rural Letter  
Carriers' Association  
1630 Duke Street, 4th Floor  
Alexandria, VA 22314-3465

Dear Gus:

Effective May 4, 2002, if a carrier on a route being compensated under DPS standards is required to case all or a significant portion (125 pieces or more) of the DPS mail, due to machine failure or other problems, additional compensation will be provided in accordance with the following formula:

- 1) a. The average daily DPS volume from the latest mail count (when all DPS mail is received in a raw, unprocessed state or all DPS mail is improperly processed requiring casing) or,  
b. the actual piece count (when 125 or more pieces require casing),
- 2) multiplied by 0.0365 minutes per piece,
- 3) equals additional minutes payment.

Additional payment procedures will be the same as outlined in Article 9.2.N of the 2000 - 2004 USPS-NRLCA National Agreement. As an exception, carriers may annotate the *Remarks* section of PS Form 4240, *Rural Carrier Trip Report*, with the number of DPS pieces requiring casing. PS Form 8127, *Rural Carrier Supplemental Payment*, may then be submitted on a pay period basis rather than on an event basis.

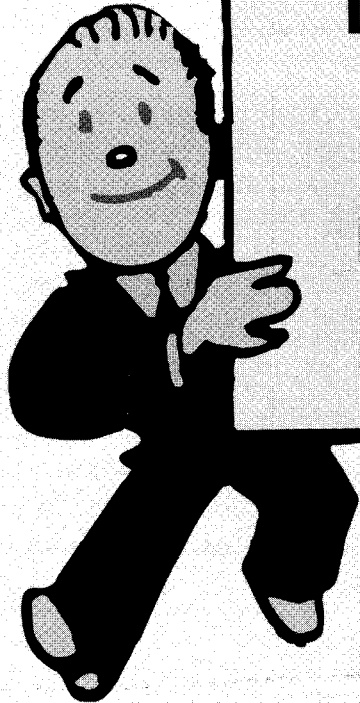
Carriers should notify their managers immediately when DPS mail requiring casing is received.

If you have questions, please contact Cathy Perron of my staff at (phone number).

Sincerely,

  
Andrea B. Wilson

Manager, Contract Administration (NRLCA/NPMHU)  
U.S. Postal Service



**IMPORTANT  
DATES TO  
REMEMBER**

**Retroactive Payments  
Lump Sum COLA Payments  
Base Salary Increases  
Effective Date of New Evaluations**

**Career employees received—**

- The \$499 COLA lump sum payment in the Pay Period 9 paycheck which was distributed on April 26, 2002.
- The 1.2 percent and the 1.8 percent retroactive pay amounts became part of the base salary in Pay Period 10 which began on April 20, 2002.
- The new route evaluations as a result of the national mail count became effective in Pay Period 11 which began May 4, 2002.
- The one (1) level upgrade and the \$300 base salary increase became effective in Pay Period 12 which began May 18, 2002.

**Regular carriers and leave replacements will receive—**

- The 1.2 percent and the 1.8 percent retroactive pay in the Pay Period 13 paycheck which will be distributed on June 21, 2002. 