

Special supplement to
the Virginia Rural Letter Carrier

Your Post Office on Wheels

2010-11 VARLCA elected officers

Contact info; local unit assignments



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Locals 1, 3, 23, 35



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Locals 15, 19, 22



**4-year
Committeeman**
Thomas K. Turner
P.O. Box 645
Smithfield, Va. 23431
Phone: 757-510-2607
mailman3@gmail.com
Locals 29, 30, 31, 39



**3-year
Committeeman**
Donald K. Osborne
2178 Peppers Ferry Rd. NW
Christiansburg, Va. 24073
Phone: 540-381-9762
dosborne2@verizon.net
Locals 2, 9, 13, 28



**2-year
Committeeman**
Tammy K. Gould
675 Blundon Road
Reedville, Va. 22539
Phone: 804-453-9005
tammygould@aol.com
Locals 12, 14, 20, 27



**1-year
Committeeman**
Joan Waterfield
P.O.Box 7044
Virginia Beach, Va. 23457
Phone: 757-426-2161
Twowaterfields@aol.com
Locals 11, 34, 37, 40, 42

These officers have been assigned by President Ray Aubel to attend the Spring meeting for each local unit. The assignments were made to promote cost savings in travel. A window of dates the officers will be available will be published in a future edition of this publication. After that, local officers should contact the state board member assigned to their local and advise him/her of the date, time and place of the meeting as soon as possible in order to eliminate any scheduling conflicts.



**Pull this section out
and save for future
reference!**

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Do you know your local steward?

Need a steward? Follow these steps



**STATE
STEWARD
WAYNE
HARRISON**

P.O. Box 651
Callao, Va. 22435
Phone: 804-529-7902
statesteward@hughes.net

On the following pages, you will find several articles related to the work of your local, area, assistant state and state stewards. Hopefully you will never have to make use of a steward, but in the event you ever do, don't hesitate to call, using the following information as your guide.

When contacting a steward, please follow these instructions.

1. Local Stewards: If you have a local steward in your office, this is your contact person. He/she was elected by the members in your office to represent you with union issues. Make sure when you need to talk to your steward that you clear it

through management first. Stewards also have to have clearance from management to conduct union business on the floor. All costs relating to union business at the local level is borne by the Postal Service.

2. Area Steward: If there is no local steward assigned to your office, look at the list of area stewards to find the area steward nearest your office and contact him/her.

3. If there is no area steward close to you, go to the state level list and contact the steward that is assigned to your district.

4. If you have gone through all of the above and are unable to contact a steward, notify the state steward for assistance.

If this procedure is followed it will make our steward system work for all of us and it will be more cost effective for our association.

When contacting a steward, please do not call them at their post office while they are working, unless it is an emergency. Remember, they are working their mail and trying to get out on the street, as well as you. If you do need to call, be brief and to the point so you won't keep the steward on the phone for a long period of time.

The best time to contact a steward is in the evening, between 7 p.m. and 9 p.m. Remember, stewards also have families. However, don't hesitate to call when you need assistance.

When calling and you have to leave a message, please speak slowly and clearly. Give your name, the office where you work, your phone number and the reason for calling. It is a good idea to repeat your name and number. I have had carriers call me and leave me their name and number but I didn't have a clue as to what they said.

This applies to local, area and state level stewards. When you leave a message and don't receive a return call within two days, call back and let the steward know that this is your second call. The steward you are calling may be out on union business, taking their day off, etc. When you do call, give them a reasonable amount of time to call you back. If you call a steward and do not get a return call after two calls then call the assistant or state level steward for assistance.

Please do not bypass the steward assigned to you. The steward assigned to your area is more familiar with the office and issues that are related to you. As long as your steward is enforcing the contract and representing you in disciplinary issues, personal feelings or conflicts should not be an issue. If there are instances where you are not receiving due process from your assigned steward, let your state level steward, me or the state president know immediately.

If you are in an office without a local steward, please consider becoming a steward to represent your co-workers.

It has been my objective since I became state steward to have a local steward in every post office in Virginia. I thank all of our stewards local, area and state for all they do. They make the Virginia steward system the best.



**Assistant
State Steward
William M. Gilliom Sr.
NOVA District**
15212 Crescent St.
Dale City, Va. 22193
Phone: 703-939-5816
wmgilliomsr@verizon.net

**Assistant
State Steward
Roger Robinson
Appalachian District**

201 Maywood St.
Blacksburg, Va. 24060
Phone: 540-808-3267
RogerRobinson24060@msn.com



**Assistant
State Steward
John Bradley
Richmond District**
P.O. Box 58
Heathsville, Va. 22473
Phone: 804-724-1582
Bradleyj224@aol.com

**Assistant
State Steward
Tom Sisk
NOVA District**

13303 Nickleson Dr.
Woodbridge, Va. 22193
Phone: 703-939-5817
TESisk14@aol.com



For a list of area stewards and their assignments, see Page 3; for post offices with a local steward, see Page 4.

Send any updates/corrections to these lists to State Steward Wayne Harrison.

Area stewards and their assignments

ABINGDON

Debbie Atwell
 11100 Maiden Creek Road
 Abingdon, Va. 24210
 (H) 276-944-4487
 (O) 276-628-1121
 deb.atwell@gmail.com

Assigned Offices

Bristol-24201
 Grundy-24614
 Pound-24279
 Tazewell-24651
 Lebanon-24266
 Damascus-24236
 Meadowview-24361

AMHURST

Sandi Maitland
 P.O.Box 205
 Gladys, Va. 24554
 (H) 434-610-9285
 (O) 434-946-0651
 sandim673@gmail.com

Assigned Offices

Scottsville-24590

ASHBURN

Ray Aubel
 P.O. Box 621
 Leesburg, Va. 20178-0621
 (H) 703-771-8618
 (O) 703-729-3120
 aubelfam@msn.com

Assigned Offices

Purcellville-20132
 Round Hill-20141
 Linden-22426
 Middleburg-20117
 The Plains-20198
 Upperville-20184
 Marshall-20115
 Delaplane-20144
 Hamilton-20158
 Blue Mount-20135
 Waterford-20197
 Lovettesville-20180

BASSETT

Connie Hale
 P.O.Box 23
 Stanleytown, Va. 24168
 (H) 276-732-7681
 (O) 276-629-2113
 czh1276@gmail.com

Assigned Offices

At Large

BLACKSBURG

Don Osborne
 2178 Peppers Ferry Road
 Christiansburg, Va. 24073
 (H) 540-381-9762
 (O) 540-552-9424
 dosborne2@verizon.net

Assigned Offices

At large

CALLAO

Tammy Gould
 675 Blundon Rd.
 Reedville, Va. 22539
 (H) 804-453-9005
 (O) 804-529-6811
 TammyKGould@aol.com

Assigned Offices

Burgess-22432
 Heathsville-22473
 Reedville-22539
 Lancaster-22503
 Kilmarnock-22482
 Whitestone-22578
 Irvington-22480
 Weems-22576
 Farnham-22460
 Warsaw-22572
 Kinsale-22488
 Colonial Beach-22443

CHESAPEAKE

Maria Herzog
 1616 Deer Court
 Virginia Beach, Va. 23457
 (H) 757-721-9684
 (O) 757-547-2891
 mariaherzog@cox.net

Assigned Offices

Chesapeake (all branches)
 Virginia Beach (all)

CHINCOTEAGUE

Susan Birch
 5279 Cedar Dr.
 Chincoteague, Va. 23336
 (H) 757-336-6181
 (O) 757-336-2934
 smbirch@verizon.net

Assigned Offices

New Church- 23415

CLARKSVILLE

Charles Morningstar
 2128 Carters Point Road
 Buffalo Junction, Va 24529
 (H) 804-691-8654
 (O) 434-374-4782
 cmstar1@gmail.com

Assigned Offices

Halifax -24558
 South Boston- 24592
 Scottsburg -24589
 Virgilina -24598

COPPER HILL

Cora Spence
 137 Goff Rd N.E.
 Check, Va. 24072
 (H) 540-239-3522
 (O) 540-651-4523
 clspence@swva.net

Assigned Offices

Flord-24091
 Willis-24380

FALMOUTH

Terry Love
 13104 Platoon Drive
 Spotsylvania, Va.22553
 (H) 540-972-9638
 (O) 540-373-7841
 rural14@peoplepc.com

Assigned Offices

Bowling Green-22427
 Partlow-22534
 Woodford-22580

LYNCHBURG

James Pillow
 132 Poplar Drive
 Appomattox, Va. 24522
 (H) 434-907-0412
 (O) 434-846-6860
 JP24502RT15@aol.com

Assigned Offices

Appomattox-24553
 Gladstone-24553
 Wingina-24599
 Spout Spring-24593
 Concord-24538

MANASSAS

Donald Shuemaker
 8644 Burnside Court
 Manassas Park, Va. 20111
 (H) 703-895-9266
 (O) 703-369-3831
 deshue@yahoo.com

Assigned Offices

Manassas Main-20110
 Manassas Annex-20110

ONANOCK

Sherry Collins
 P.O.Box 295
 Keller, Va. 23401
 (H) 757-678-6166
 (O) 757-787-3923
 sherry.b.collins@gmail.com

Assigned Offices

Accomac-23301
 Parksley-23421
 Bloxom-23308

POTOMAC FALLS

Lois Davis
 7581 Margate Ct. No.0
 Manassas, Va. 22109
 (H) 571-230-4395
 (O) 703-433-1790

Assigned Offices

Sterling Main-20164
 Potomac Falls-20165

SMITHFIELD

Tommy Turner
 P.O. Box 645
 Smithfield, Va.23431
 (H) 757-510-2607
 (O) 757-356-9325
 mailman3@gmail.com

Assigned Offices

At Large

STANLEY

Jeff Mayes
 441 Vista View Road
 Stanley, Va. 22851
 (H) 754-778-3884
 (O) 540-778-2174
 ampmp@embarqmail.com

Assigned Offices

Luray-22835

(Continued on Page 31)

Post offices with local stewards

- AMHERST**
Emanuel Farmer
 251 Hawking Lane
 Evington, Va. 24550
 (H) 434-821-2765
 (O) 434-946-7060
- AMPTHILL**
Mary Fuerte
 6152 Dijon Drive
 Mechanicsville, Va. 23111
 (H) 804-779-2179
 (O) 804-743-0964
 mefuerte@comcast.net
- ASHLAND**
Wanda Powell
 4141 Sprengle Lane
 Henrico, Va. 23228
 (H) 804-264-3570
 (O) 804-752-6373
- BASTIAN**
Robert Davis
 3344 Waddletown Road
 Bland, Va. 24315
 (H) 276-688-4560
 (O) 276-688-4631
 rwdmmol@hotmail.com
- BEALETON**
Charis Crockett
 P.O.Box 155
 Bealeton, Va. 22712
 (H) 540-349-7270
 (O) 540-439-6483
 chariscrockett@gmail.com
- BEDFORD**
Phillip Zimmerman
 2310 Cobbs Mountain Road
 Bedford, Va. 24523
 (H) 540-586-8918
 (O) 540-586-5820
 dirthill@juno.com
- BLACKSBURG**
Terry Porterfield
 2395 Glade Drive
 Christiansburg, Va. 24073
 (H) 540-641-1034
 (O) 540-552-9424
 wer4vt@msn.com
- BUMPASS**
Christina Sluss
 353 Towing Farm Road
 Hanover, Va. 23069
 (H) 804-229-4197
 (O) 540-872-7095
 mommieto5again@aol.com
- CAPRON**
Barbara Grant
 P.O.Box 2
 Boykins, Va. 23827
 (H) 757-653-6294
 (O) 434-658-4101
- CARROLLTON**
Blanche Bradley
 P.O. Box 24
 Carrollton, Va 23314
 (H) 757-869-4008
 (O) 757-238-3158
 my3grands@msn.com
- CEDAR BLUFF**
Michelle Hubbard
 3115 Harton Ridge Rd
 Cedar Bluff, Va. 24609
 (H) 276-991-0052
 (O) 276-964-4216
 harleygal2@yahoo.com
- CHANTILLY**
Correna Pagach
 10290 Chinkapin Drive
 Manassas, Va. 20111
 (O) 703-968-7377
 cormar4@verizon.net
- CHARLOTTESVILLE**
Clara Lowery
 166 Oliver Lane
 Ruckenville Va. 22968
 (H) 434-409-2840
 (O) 434-978-7606
 mailladyrr08@yahoo.com
- CHATHAM**
Paul Gorski
 1225 Beverly Hts. Road
 Chatham, Va. 24531
 (H) 434-432-8195
 (O) 434-432-4321
- CHESTER**
Tanya Gray
 19604 Foxbrook Drive
 Colonial Heights, Va. 23834
 (H) 804-586-7442
 (O) 804-748-0922
 tanyagray001@comcast.net
- CHESTERFIELD**
Donna Luck
 8812 Pleasant Ridge Road
 Richmond, Va. 23237
 (H) 804-216-0960
 (O) 804-706-9281
 luvcats4ever@live.com
- CHRISTIANSBURG**
John Lloyd
 P.O. Box 2535
 Christiansburg, Va. 24068
 (H) 540-641-5306
 (O) 540-382-1923
 rfkapoor@comcast.net
- CLOVER**
Dwayne N. Griles
 1042 Williams Road
 Scottsburg, Va. 24589
 (H) 434-470-1436
 (O) 434-454-6948
 griles@msn.com
- COVINGTON**
Loretta Shinault
 119 Cline Meadow Road
 Covington, Va. 24426
 (H) 540-691-5890
 (O) 540-962-2510
 mail4u@ntelos.net
- CULPEPER**
Reva Tutt
 11183 Scotts Mill Road
 Culpeper, Va. 22701
 (H) 540-937-3251
 (O) 540-825-4736
- DANVILLE**
Raymond Worley Jr
 1100 Stony Mill School Drive
 Danville, Va. 24541
 (H) 434-203-0032
 (O) 434-792-0091
 rworley@wildblue.com
- FAIRFAX**
Sheril Johnson
 4355 Granby Road
 Dale City, Va. 22193
 (H) 703-680-3054
 (O) 703-968-7377
 wisdomresowas@hotmail.com
- FERRUM**
Tina Shelton
 7858 Fairystone Park Hwy.
 Stuart, Va. 24171
 (H) 276-692-7647
 (O) 540-365-7276
 ucts1@earthlink.net
- FRANKLIN**
Glenda Eure
 235 Tuggie Eure Rd.
 Eure, N.C. 27935
 (H) 252-287-7802
 (O) 757-516-6647
 gbeure@intelliport.com
- FREDERICKSBURG**
Richard Cuevas
 2091 Buckner Rd.
 Bumpass, Va. 23024
 (H) 540-717-2000
 (O) 540-373-5283
 ricksfitit3900@aol.com
- FREDERICKSBURG**
Crystal Furror
 10227 Elys Ford
 Fredericksburg, Va 22407
 (H) 540-847-6415
 (O) 540-361-4235
 chibbit@gmail.com
- FRONT ROYAL**
Wendy Jones
 517 Shangri La Road
 Bentonville, Va. 22610
 (H) 540-636-8959
 (O) 540-635-8482
- GATE CITY**
Randy Repass
 1758 Redwine Hollow Lane
 Duffield, Va. 24244
 (H) 276-940-3023
 (O) 276-386-7911
- GLEN ALLEN**
Lisa Farmer
 1028 Cuckoo Road
 Mineral, Va. 23117
 (H) 804-901-3533
 (O) 804-548-6261
 lisasfarmer@yahoo.com
- GLEN ALLEN**
Larry Spencer
 1346 Buckner Rd.
 Bumpass, Va. 23024
 (H) 540-872-5384
 (O) 804-548-6261
- GLOUCESTER**
Suzanne Smith
 P.O.Box 627
 North, Va. 23128
 (H) 757-725-9218
 (O) 804-695-2706
 suesmith53@earthlink.net
- GOODVIEW**
Debbie Wise
 1075 Tiger Drive
 Goodview, Va. 24095
 (H) 540-890-9525
 (O) 540-890-4212

(Continued on
 next page)

Post offices with local stewards

(Continued from previous page)

- | | | | |
|--|---|---|--|
| <p>HAGUE
Clay Lewis
316 Bancton Road
Kinsale, Va. 22488
(H) 804-472-3711
(O) 804-492-2440
L5farms@wmconnect.com</p> | <p>MECHANICSVILLE
Yolanda Ellis
3890 Elfstone Lane
Richmond, Va. 23223
(H) 804-402-7629
(O) 804-402-7629
youie11@yahoo.com</p> | <p>PATRICK SPRINGS
Susan Cart
P.O. Box 453
Patrick Springs, Va. 24133
(H) 276-694-0108
(O) 276-694-6763
youseebabe@kimbanet.com</p> | <p>ROCKY MOUNT
Robin Scott
1765 Six Mile Post Road
Callaway, Va. 24067
(H) 540-420-8765
(O) 540-483-1530
letterlady1@hotmail.com</p> |
| <p>HOPEWELL
Mary Brooks
714 Okuma Drive
Chester, Va. 23836
(H) 804-530-8068
(O) 804-458-1707
marydelb@comcast.net</p> | <p>MECHANICSVILLE
Joseph Prezioso
8566 Cully Dr.
Mechanicsville, Va. 23116
(O) 804-559-3845</p> | <p>POUNDING MILL
Sherrie Belcher
P.O. 295
Pounding Mill, Va. 24637
(H) 276-963-9060
(O) 276-963-9259
sabelcher44@yahoo.com</p> | <p>RUTHER GLEN
Fred Servais
P.O.Box 310
Ruther Glen, Va. 22546
(H) 540-220-1923
(O) 804-448-8968
servais@earthlink.net</p> |
| <p>HOT SPRINGS
Teresa Howard
304 E. Trout St.
Covington, Va. 24426
(H) 540-968-0354
(O) 540-839-2522
a1sgal120@yahoo.com</p> | <p>MIDLOTHIAN
Charlene Coppridge
8902 Playground Dr.
Richmond, Va. 23237
(H) 804-839-8211
(O) 804-639-3475
cwcoppridge@aol.com</p> | <p>QUINTON
June Appell
P.O. Box 309
Quinton, Va. 23141
(H) 804-932-4292
(O) 804-932-4312
juneva@verizon.com</p> | <p>SALEM
Beth Sherman
525 chamberlain Lane
Salem, Va. 24153
(H) 540-580-1841
(O) 540-389-9214
bethwsheerman@hotmail.com</p> |
| <p>HUDDLESTON
Glenn Updike
5317 Shingle Block
Bedford, Va. 24523
(H) 540-297-7847
(O) 540-297-5427</p> | <p>MIDLOTHIAN
Linda Mungo
5513 Rollingway Rd.
Chesterfield, Va. 23832
(H) 804-855-7031
(O) 804-639-3475</p> | <p>RIDGE
Ben Melton
1508 Cutshow Pl.
Richmond, Va. 23226
(H) 804-285-4078
(O) 804-226-2028
meltonbmm@clearwire.com</p> | <p>SANDSTON
John Carter
2305 N.29th St.
Richmond, Va. 23223
(H) 804-643-5959
(O) 304-466-4229</p> |
| <p>JONESVILLE
Stacy Pettey
P.O.Box 614
Jonesville, Va. 24263
(O) 276-346-2590
slpettey@verizon.net</p> | <p>MONTROSS
Christy Crabbe
2834 Jerusalem Church Rd.
Hague, Va. 22469
(H) 804-472-3573
(O) 804-493-7351
crabbeshask@gmail.com</p> | <p>RIDGEWAY
David Rea
282 Country Haven Drive
Ridgeway, Va. 24148
(H) 276-732-5885
(O) 276-956-2354</p> | <p>STAFFORD
Julie Marshall
19 Journeys Way
Fredericksburg, Va. 22406
(H) 540-286-2423
(O) 540-659-6208
GonePostal2day@hughes.net</p> |
| <p>LEESBURG
Mark Jeffrey
3400 Allerton Court
Apt. 202
Dumfries, Va. 22026
(H) 703-566-0892</p> | <p>MONTROSS HEIGHTS
Tammy Roth
1231 Archie Ln.
Richmond, Va. 23231
(H) 804-363-4798
(O) 804-226-2759
mailgerl@comcast.net</p> | <p>RIXEYVILLE
Marvin Reppert
11248 Saint Pauls Road
Remington, Va. 22734
(H) 540-439-8859
(O) 540-937-4253</p> | <p>STAUNTON
Judy Tammi
826 Burkes Mill Road
Mt. Sidney, Va. 24467
(H) 540-234-8526
(O) 540-886-3295
shamokarun@aol.com</p> |
| <p>LYNCHBURG ANNEX
Jerri Gatewood
132 Poplar Drive
Appomattox, Va. 24522
(H) 434-352-0281
(O) 434-528-8946
vtmom06@aol.com</p> | <p>MOUNT CRAWFORD
Diane F. Nicholson
2389 S. Branch Road
Elkton, Va. 22827
(H) 540-820-6539
(O) 540-574-4436
DN7580@wmconnect.com</p> | <p>ROANOKE
Paul Yeakle
343 Hillview Drive
Roanoke, Va. 24019
(H) 540-977-0892
(O) 540-985-8751</p> | <p>SUFFOLK
Michael Gibson
20 Kincaid Lane
Hampton, Va. 23666
(H) 804-218-1847
(O) 757-538-2694
gibson46@cox.net</p> |
| <p>MARTINSVILLE
Tracy Pickurel
230 Winners Circle
Martinsville, Va. 24112
(O) 276-638-2702
mommy2cory@hotmail.com</p> | <p>ORANGE
Bruce Lohr
11264 Old Lawyers Road
Unionville, Va. 22567
(H) 540-854-7522
(O) 540-854-4927</p> | <p>ROANOKE/HOLLINS
Bill Short
6815 Tinkerdale Road
Roanoke, Va. 24019
(H) 540-362-1403
(O) 540-353-7319</p> | <p>(Continued on
Page 31)</p> |

Your pay stub - Earnings Statement (E&D Form 1223): What do all those abbreviations mean?

Submitted By **DEBBIE ATWELL**
VARLCA Secretary-Treasurer

The following information, from www.postalreporter.com, was modified to apply to rural carriers. It is deemed reliable but not guaranteed. The United States Postal Service makes periodic changes to the Earnings Statement as conditions change. Reading the E&D from top left to bottom right:

PAYLOC: Your pay location code indicates where you are assigned to work. (Often it is the last two digits of your work location ZIP Code).

FINANCE NO: Finance number for your work location.

EMPLOYEE NAME: Your name.

EMPLOYEE ID NUMBER: For privacy and security purposes USPS switched to an eight-digit employee identification number July 2003 (pay period 14-3)

PAY PERIOD: This is the pay period and year of the payments (PP-YR or 01-00). Each calendar year is broken up into twenty six (26) pay periods of two (2) weeks each.

SERIAL NUMBER: This is either the serial number of the check issued to the employee or the sequence number of the Earnings Statement issued to the employee when the net pay has been directly deposited to a financial institution.

DETAIL EARNINGS: This is a general heading for several columns which identify the type and number of hours being compensated for, the week in which those hours occurred, the rate schedule and level, the designation/activity code, and the gross payment amount for the period.

WK: This specifies the week, either 1 or 2, of the pay period in which the hours were worked. If an adjustment is being made, the week that the adjustment is made for will be printed on that line.

RSC: This is the Rate Schedule Code for the hours stated. For rural carriers, this will be your route classification H, J, or K.

LEV: For rural carriers, this is the route number.

RATE: This is the Base Rate (annual or hourly), including the cost-of-living allowance (COLA) for the hours stated.

CODE: This is the employee's Designation/Activity code. EMA lines will show miles paid. Example: E46 = 46 miles.

TYP: This is the Type of Hours code. Codes include:

- G - Guaranteed time or guaranteed overtime hours
- H - Holiday work hours
- L - Leave hours (either paid leave or leave without pay)
- N - Night differential hours (for hours worked between 6 p.m. and 6 a.m.)
- O - Overtime hours
- V - Penalty overtime hours
- P - Out-of-Schedule Premium
- S - Sunday Premium
- W - Straight work hours

HOURS: This space will show the actual hours and hundredths worked for every hour type listed. *Exception* – regular rural carriers will show evaluated hours for days worked.

Note: EMA lines will show a T for Trips in TYP column and
(See 'Earnings', Page 12)

The grievance process: Understanding how it works

Submitted By **WAYNE HARRISON**
VARLCA State Steward

I get numerous calls on the grievance process and how it works. I can see there is a lot of confusion about the system.

In Part 1 of this article, we will be dealing with the grievance process from the discussion all the way through Step 4. We are in a world now where everything is instant, however that is not the case in the grievance process. It takes a considerable amount of time for a grievance to be processed, especially if it goes all the way to arbitration. If it goes that far, you are probably looking at a year or more.

When processing grievances, we have to abide by the contract so that is what we will be using to go step-by-step in the process.

In Part 2, we will be discussing Article 16, which deals with the discipline procedure.

Please take the time to read this article to better understand the grievance process and your rights within the national agreement.

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

(See 'Grievance', Page 8)

Notification process after a carrier dies

FOR ACTIVE CARRIERS:

Notify employee's immediate supervisor/postmaster.

- Notify the secretary-treasurer of the National Rural Letter Carriers' Association and the state secretary of the state RLCA where the deceased was a member. Give the Social Security number of the deceased employee.

- If the deceased employee was in receipt of a benefit payment from the U.S. Department of Veterans' Affairs (VA), you may notify the VA by calling (800) 827-1000. Spouses may also be entitled to VA death benefits and assistance.

- Notify local banks and/or postal credit unions.

- Notify the Social Security Administration at the local office.

- Contact insurance companies for policies on life (if Provident Guild, write Secretary-Treasurer, P.O. Box 105, Minster, Ohio, 45865-0105; if Federal Employees' Group Life Insurance, contact local personnel office; if NRLCA Life Insurance, contact 1630 Duke St., Alexandria, Va., 22314-3467), hospitalization (if NRLCA, write Rural Carrier Benefit Plan, 1630 Duke St., Alexandria, Va., 22314-3467), house and automobile (if GMAC Insurance Company, contact P.O. Box 66937, St. Louis, Mo., 63166-6937; or your local insurance carrier).

- Notify the Internal Revenue Service and state income tax department.

- Check for safety deposit box and instructions.

- Change name on all important papers to surviving party's name.

- Notify supervisor/postmaster/employees of the time and place of memorial service.

- Have the funeral director obtain enough death certifi-

icates for your needs. He/she can advise how many.

- Give supervisor/postmaster any items belonging to the Postal Service.

- Papers to fill out (available in some post offices from personnel section or postmaster):

SF 2800 - Application for Death Benefits

SF 1153 - Claim of Designated Beneficiary for Unpaid Compensation

SF 155 - Claim for Unpaid

Compensation, No Designated Beneficiary

FE 6 - Claim for Benefits, Federal Employees Group Life Insurance

- Check with personnel section or postmaster for annuity for yourself and any minor children.

- If a previous marriage, secure divorce papers.

- If a present marriage, secure marriage license.

If the cause of death is due to a job-related injury, the

Office of Workers' Compensation Programs (OWCP) will pay up to \$1,000 in burial expenses, minus any amount the VA pays.

In the case of job-related death, the survivor may also apply for an annuity from the OWCP. He/she may then choose the higher amount, but

(See 'Notification', Page 8)

"ORDER of CONSIDERATION"

O-6

(Covering a route when the regular carrier is absent)

This page is a manager's aid. The National Agreement, applicable MQUs, Step 4 decisions, F-21 Postal Bulletins and similar documents must be followed.

<p>1. Primary assigned leave replacement. Entitled to weekly Evaluated Hours when covering route for full week and then may be replaced to avoid overtime or additional overtime. [Article 30.2.C] They may be required and/or request to take a relief day on J or K routes. Note: This does not have to be the same relief day as the regular. [Article 30.2.H.]</p>	<p>6. Management has several options</p> <div style="border: 1px dashed black; padding: 5px; margin-top: 5px;"> <p>Designate any other leave replacement in the office [installation]. [Art. 30.2.D.4.] This includes other Subs, RCAs, RCRs, and qualified or unqualified TRCs.</p> </div> <div style="border: 1px dashed black; padding: 5px; margin-top: 5px;"> <p>Split route between RCAs or a RCA serves regular & auxiliary route (12 hours of assigned work or less)</p> </div>
<p>When a leave replacement is needed on a day-by-day basis, if the primary substitute, RCA or RCR is available, they must be scheduled for work on their primary assignment, even if the hours worked will result in compensation at the overtime rate. [March 14, 2005, Pre-Arbitration Settlement GDDR-4G-C 02139495]</p>	<p>Select a regular carrier to work in accordance with Article 8.5. (See Note * below)</p> <p>a.) Select regulars on the Relief Day Work List (RDWL) in order of seniority on a rotating basis. Regular carriers selected from the RDWL have three ways to be paid, (at the carrier's option):</p> <p>*R* Code - Carrier/Manager mutually agree when "X" Day will be taken, complete 3971. **</p> <p>*3* Code - 50% additional pay, manager schedules "X" Day within 12 weeks.</p> <p>*5* Code - 150% additional pay, no "X" Day.</p> <p>b.) Accept a regular who volunteers that is not on the RDWL. (Carrier is paid DACA "3" only)</p> <p>c.) Require regular carrier, who is not on the RDWL or does not volunteer, by juniority. (Carrier is paid DACA "3" only)</p>
<p>2. Any available PTF rural carrier (within office/installation) may be utilized before a Sub, RCA or RCR on any route except for the primary assignment of the leave replacement or a six-day auxiliary route assignment.</p>	<p>Note: You may bypass any regular carrier from working a relief day if it will cause them to exceed 208Q/2240 or 56 hours within (1) week. This includes RDWL, voluntary, or mandatory (Article 8.5.C)</p>
<p>3. Assign 2nd carrier on the matrix for that route. (No Entitlement to Overtime)</p>	<p>7. Any other leave replacement from another Post Office (PTF, Sub, RCA, RCR, TRC). (See Sept 1, 2000 letter signed by Andrea B. Wilson)</p>
<p>4. Assign 3rd carrier listed on the matrix for that route. (No Entitlement to Overtime)</p>	<p>8. Emergencies: Any "suitable" non-rural, postal employee may be designated by management. [Article 30.2.D.5.]</p>
<p>5. Assign, by seniority, to "qualified" substitute, RCA or RCR in that delivery unit. (Qualified means previously trained on or been utilized on the route). (No Entitlement to Overtime)</p>	<p>NOTES: * Those rural carriers with annual leave in conjunction with their relief day are bypassed until everyone on and off the relief day work list has been required to work the relief day first. If the need for a rural carrier still exists and all leave replacements and regulars on their relief day are scheduled to work, the carriers with annual leave in conjunction with their relief day may be required to work their relief day in the order they would have been assigned (in accordance with Article 8.5) if not for the leave.</p> <p>** "R" Day: The "X" day is to be immediately scheduled, or scheduled no later than the day the relief day is worked, 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.</p>

Notification

(Continued from Page 7)

there are precautions that you need to discuss with personnel or the union on this subject.

As a surviving spouse, you are eligible to continue receiving the NRLCA magazine. Contact your state secretary to see if the state pays for subscriptions. If it does not, you can mail a check for \$20 to the NRLCA to continue receiving the magazine.

Note: A will should be seriously considered. If there is no will, an executor must be named and an expensive court action could result.

FOR RETIRED CARRIERS

The survivor should notify:

1. For the Civil Service Retirement System (CSRS):

Office of Personnel Management
Employee Service and Records Center
Boyers, PA 16017-0045

For the Federal Employees' Retirement System (FERS):

Office of Personnel Management
FERS
PO Box 45
Boyers, PA 16017-0045

When writing to the Office of Personnel Management, you should request:

SF 2800 - Application for Death Benefits

FE 6 - Claim for Benefits, Federal Employees' Group Life Insurance

Include the deceased employee's name, CSA number, your name and signature. Fill out these forms and return them with a certified copy of the death certificate in each envelope which you are provided.

Survivor annuities are not paid automatically. They must be applied for.

Return any checks addressed to the deceased employee to the address of the Treasury Department on the envelope in which they were mailed.

2. Notify the secretary-treasurer of the National Rural Letter Carriers' Association and the state secretary of the state RLCA where the deceased was a member. Give the Social Security number of the deceased employee.

3. If the deceased employee was retired from military service, notify the commanding officer of the nearest military installa-

tion.

4. If the deceased employee was in receipt of a benefit payment from the U.S. Department of Veterans Affairs (VA), you may notify the VA by calling (800) 827-1000. Spouses may also be entitled to VA death benefits and assistance.

5. Change deceased employee's name to survivor's name on all important papers.

6. Notify insurance companies for policies on life (if Provident Guild, write Secretary-Treasurer, P.O. Box 105, Minster, Ohio, 45865-0105; if Federal Employees' Group Life Insurance, contact local personnel office; if NRLCA Life Insurance, contact 1630 Duke St., Alexandria, Va. 22314-3467), hospitalization (if NRLCA, write Rural Carrier Benefit Plan, 1630 Duke St., Alexandria, Va. 22314-3467), house and automobile (if GMAC Insurance Company, contact P.O. Box 66937, St. Louis, Mo., 63166-6937; or contact your local insurance carrier).

7. Notify the Social Security Administration.

8. Notify the Internal Revenue Service and state income tax department.

9. Notify local bank(s) and/or credit unions.

10. Check safety deposit box and instructions.

11. Have funeral director obtain the appropriate number of death certificates needed. He/she can advise how many.

12. If previously married, secure divorce papers.

13. If presently married, secure marriage license.

14. If the cause of death is due to a job-related injury, the Office of Workers' Compensation Programs (OWCP) will pay up to \$1,000 burial expenses, minus any amount the VA pays.

15. In the case of job-related death, the survivor may also apply for an annuity from the OWCP. He/she can then choose the highest annuity.

16. Notify the local post office where the employee worked concerning the memorial services.

17. As a surviving spouse, you are eligible to continue receiving the NRLCA magazine. Contact your state secretary to see if the state pays for subscriptions. If it does not, you can mail a check for \$20 to the NRLCA to continue receiving the magazine.

Note: A will should be seriously considered. If there is no will, an executor must be named and an expensive court action could result.

Grievance

(From Page 6)

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.

**(See 'Grievance,
Page 9)**

Grievance (From Page 8)

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 15 days after receipt of the Employer's decision, unless the parties' representatives agree to extend the time for appeal. Any appeal must include copies of (1) the joint grievance file, (2) the Employer's written Step 2 decision, and (3) the Step 3 grievance appeal form.

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

(See 'Grievance', Page 10)

Grievance (From Page 9)

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.

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


(Continued on next page)

**THE GRIEVANCE PROCESS
Part 2
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

 UNITED STATES POSTAL SERVICE		USPS-NRLCA Joint Step 1 Grievance Form	
1a. Grievant's Name (Last, first, middle initial)		1b. Grievant's EIN (Employee Identification Number)	
1c. Grievant's Title, Designation Code, and Route No.		1d. Telephone No. (Include area code)	
1e. Grievant's Mailing Address			
2a. Post Office	2b. Branch/Station	2c. Telephone No. (include area code)	
3a. Date of Incident	3b. Date of Step 1 Discussion with Supervisor (Filing date)	3c. Was Grievance Timely? (Explain)	
4. Issue (Complaint)			
5. Contract Provisions (Articles at issue)			
6. Full, Detailed Statement of Undisputed Facts (Attachments, as necessary)			
7. Management's Full, Detailed Statement of Disputed Facts (Attachments, as necessary)			
8. Management Contentions			
9. Union's Full, Detailed Statement of Disputed Facts (Attachments, as necessary)			
10. Union Contentions			
11. Remedy Sought by the Union			
12a. Disposition (Check one)		12b. Date of Disposition	
<input type="checkbox"/> Settled <input type="checkbox"/> Denied <input type="checkbox"/> Withdrawn <input type="checkbox"/> Sustained <input type="checkbox"/> Other (Specify)			
13. Signature of Installation Head or Designee and Telephone No.		14. Signature of Union Step 1 Official and Telephone No.	
PS Form 8191, March 2007			

Grievance (From Previous Page)

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.

Instructions for completing PS 8191

To file a Step 1 grievance: Fill out the 8191 (sample at left on previous page), 1 through 2c, and take it to the supervisor. If there is no settlement at that time, the grievant then tells the supervisor that he/she wants to grieve the problem, and at that time the supervisor annotates the 8191 (3a) date of incident, (3b) date of discussion, and (3c) if it was timely. This must be done within 14 days of the incident. It is the grievant's responsibility to notify the steward who will be handling the issue that he/she wants to file a grievance. The steward then has 10 days to meet with management. (The PS Form 8191 is available from management or may be downloaded at www.varlca.org).

Items 1a through 2c - Self explanatory.

3a. - Enter the date when the event causing the grievance occurred, or when the employee or union first became aware of the event.

3b. - Enter the date the employee and supervisor discussed the grievance pursuant to Article 15.3 Step 1 a.

3c. - Indicate if time limits have been extended in the space designated. (Explain.)

4. - Enter a statement in the form of a question. Examples: Was there just cause for the letter of warning dated MM/DD/YYYY issued to the grievant for unsatisfactory work performance? Did management violate Article 30.2.G when the grievant was denied the auxiliary route assignment on MM/DD/YYYY?

5. - Manager and/or Steward: Annotate any contractual or handbook provisions involved in the grievance.

6. - Manager and/or Steward: List all relevant facts not in dispute.

7. - Manager: List any facts in dispute based on your understanding of the facts.

8. - Manager: Provide concise, descriptive statements to support management's position and reason for denying the grievance.

9. - Steward: List any facts in dispute based on your understanding of the facts.

10. - Steward: Provide concise, descriptive statements to support the union's position for the grievance.

11. - Steward: Provide a specific statement of the remedy the union is requesting. Do not list any settlement offers on this form.

12a. - Manager: Check the appropriate box.

12b. - Manager: Self explanatory.

13. - Manager: Sign and provide telephone number.

14. - Steward: Sign and provide telephone number.

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.

(See 'Grievance', Page 32)

Earnings (From Page 6)

corresponding Hours will show number of Trips for that week.

PAY: This space will show the total gross pay for each type of hour worked. For rural carriers, you will also see X DAY BALANCE and INSURANCE INCOME under this heading.

GROSS TO NET: This is a general heading for two columns which show the total gross pay, all deductions, and the resulting net pay for the current pay period and the pay year-to-date.

GROSS PAY: This is the gross pay for this pay period and the year-to-date, including COLA.

FED TAX: This is the amount deducted for federal tax this period and year-to-date. Your claimed marital status and number of exemptions will appear next to FED TAX. "M2" would mean married with two exemptions. 'S0' would mean single with no exemptions.

ST TAX: This is the amount deducted for state tax this period and year-to-date. Again, your claimed marital status and number of exemptions for the state will appear next to ST TAX. VAMO1 would indicate the taxes were withheld to the State of Virginia for a person married claiming one exemption.

RETIRE: This is the amount deducted to your retirement account for this pay period and year-to-date. You will see one of the following codes next to RETIRE:

- 1 CSRS Civil Service Retirement System
- 2 FICA Federal Insurance Contribution Act
- 5 CSRS Offset A combination of Civil Service

Retirement and Federal Insurance Contribution

- 8 FERS or A FERS The Federal Employees Retirement System covers all career employees first hired on or after Jan. 1, 1984, and those CSRS employees who chose to convert to FERS. If you are covered by FERS, you will see one of the following codes next to FERS: 8 indicates hired after Jan. 1, 1984 or A indicates CSRS who chose to convert.

FICA/MED: This is the amount of FICA or Medicare deductions for this period and year-to date. If you were hired after 1984, your retirement contribution will be smaller and FICA/MED will be higher. Anything identified will show the dollar amount both for the pay period and year-to-date.

ALOT: would indicate an authorized payroll deduction from your salary that is deducted each pay period for deposit to a financial institution.

BOND: indicates participation in Savings Bond Purchases. E or I indicates type of bonds purchased.

C: followed by a four (4) digit number would indicate a local charity campaign and where the money is sent.

C SUP or CS/SS indicates child support or alimony payments.

GARN would appear if you had a commercial garnishment levied against you.

HP followed by three (3) letters or numbers would show your health benefit plan enrollment code.

IN indicates your life insurance choice.

LEVY would show a deduction has been made for some sort of outstanding taxes.

NT BK shows that after all deductions and allotments have been taken out, the net pay has been directly deposited to a financial institution.

OTHER would appear if indebtedness to another Federal agency other than the Postal Service has been taken out. A

collection for a loan from the VA for schooling might be an example.

z means that a deduction has been made for some sort of indebtedness to the Postal Service. It might be for a previous overpayment, a shortage, a loss of or damage to the mails, loss of or damage to USPS property or vehicles, or perhaps outstanding travel or salary advances.

TSP indicates a withholding for the Thrift Savings Plan. If you participate in the plan, you will see two (2) or more lines regarding the Plan. The first line would indicate either the percentage of withholding OR the dollar amount.

TSP02 indicates a two (2) percent with holding.

TSP \$ followed by a dollar amount indicates a regular dollar amount participation.

SOSEC indicates social security withholding.

UN L: Union Dues

NET PAY: This is what you have left

EM-E for rural carriers indicates amount of EMA for this period and year-to-date.

LEAVE STATUS: This general area identifies the employee's use and balances of Annual and Sick leave, and Leave Without Pay for the pay period and year.

ANNUAL LEAVE

FROM PREV YR: This is the number of hours carried over from the previous year.

EARNED-THIS YR: This is the number of hours earned to date this leave year.

EARNED-BAL: This is the number of hours carried over from last year plus the hours earned this year.

USED THIS YR: This is the total hours of annual leave used this year to date.

USED THIS PP: This is the total hours of annual leave used in this pay period (including adjustments).

BALANCE: This is the total annual leave available to you now.

SICK LEAVE

FROM PREV YR: This is the number of hours carried over from last year.

EARNED THIS YR: This is the number of hours of sick leave accumulated this year.

USED THIS YR: This is the total sick leave used to date this year.

USED THIS PP: This is the total sick leave used this pay period (including adjustments).

BALANCE: This is the total sick leave available to you now.

LEAVE WITHOUT PAY

THIS PP: This is the total hours of LWOP used this pay period.

CUMULATIVE: This is the total LWOP hours accumulated this year. If you accumulate ten (10) days of LWOP within a year, your leave credits will be reduced by the amount of leave earned in one (1) pay period if you are a K route; eleven (11) days for J route; and twelve (12) days for H route.

(See 'Earnings', Page 28)

2010 - 2011

**CONSTITUTION
OF
THE VIRGINIA RURAL LETTER
CARRIERS' ASSOCIATION**

As amended at Winchester Va., June 2010

**President: Raymond L. Aubel, Jr.
Vice President: Gary A. Stamper
Secretary-Treasurer: Debra B. Atwell**

**BOARD MEMBERS
Joan T. Waterfield
Tammy K. Gould
Donald K. Osborne
Thomas K. Turner**

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PREAMBLE

This Association is predicated upon the long recognized need of those who work in our service industry for the establishment of a united force, free from divisive conflict, to accomplish the organization of all workers within its authority; to advance the economic and other interests of all members; to safeguard, enhance, and insure their job security; to enlarge upon their opportunities, and to provide in every respect their continuing full share of the reward in the growth and expansion of the United States Postal Service to which they contribute so substantially in the commitment of their working lives.

This Association shall seek, in unity and with all the resources at its command, to realize the highest aspirations of its members as workers and as citizens. It deems such realization to be their right, and it shall protect against all threats of impairment from any source.

This Association is dedicated to the discharge of its responsibilities and the achievement of its objectives in accordance with democratic principles, processes, and traditions which are embodied in this Constitution. As its basic charter, this Constitution establishes the Virginia Rural Letter Carriers' Association and the organic law governing its operation.

**ARTICLE I
Name**

The name of this organization shall be the Virginia Rural Letter Carriers' Association (VARLCA), chartered by the National Rural Letter Carriers' Association in 1904, Charter #24.

**ARTICLE II
Purpose**

The purpose of this Association shall be to improve the methods used by rural letter carriers, to promote a fraternal spirit among its members, and to benefit their conditions of labor.

**ARTICLE III
Members**

Section 1. Member in Good Standing. A "member in good standing" is a member who has made timely payment of dues and has not voluntarily withdrawn or been expelled or suspended by the Association.

Section 2. Classifications.

- A. The active membership of this Association shall be composed of regular rural letter carriers; PTF rural letter carriers; rural letter carriers who are serving in the Armed Forces of our country, provided they were members of the Virginia Rural Letter Carriers' Association at the time of their entry into the Armed Forces; auxiliary rural letter carriers; substitute rural letter carriers; rural carrier relief employees; rural carrier associate employees; rural carriers who have been retired on an annuity (Retired Members in good standing are entitled to all voting rights with the exception of atification of National Agreements); all former rural letter carriers who were in good Association standing

when they left the service; former rural letter carriers now working in other postal related jobs and identified as Associate members; and Associate members who have retired on an annuity. No Associate member may be entitled to vote or to hold office in this Association.

- B. All rural carriers in good standing at the time of retirement and all carriers in active military service shall be honorary members of the Association, unless they elect to remain active members by the payment of local, state, and national dues. Honorary membership may be bestowed upon others by this Association at its regular meetings, but no honorary member may be entitled to vote or to hold office in this Association.
- C. In addition to the above language, all language in Article III, Section 2 of the NRLCA Constitution shall apply.

Section 3. Affiliation.

- A. The state association shall determine affiliation with local, district and/or county units.

Section 4. Dues.

- A. Annual State Per Capita dues shall be defined as follows per membership classification plus the National per capita dues as defined in the National Constitution as soon as practicable:

Regular	\$311.00
PTF	\$259.00
Substitute Rural	\$102.00
Rural Carrier	\$102.00
Rural Carrier Reliefs	\$102.00
Auxiliary Rural Carriers	\$102.00
Retired Rural Carriers	\$102.00
Associate (Active)	\$311.00
Associate (Retired)	\$102.00

- B. Local, state, and national dues, or dues withholding forms 1187 or 1187-R, must accompany application for membership. The amount of national dues per capita shall be added to state dues. The amount of national dues shall be the amount as set forth by the National Rural Letter Carriers' Association.
- C. The Secretary-Treasurer shall remit to the Virginia Retired Carriers Association the amount of \$1.00 for each retired member in good standing.
- D. Family Plan.
 - 1. In addition to the above defined amounts, those who have authorized deduction of such dues, annual State Auxiliary Per Capita dues shall be designated as follows, plus the National Auxiliary Per Capita dues as defined in the National Auxiliary

(Continued on next page)

Constitution.

2. Regular Rural Carriers; \$4
3. Part-Time Flexible Rural Carriers; \$4
4. Substitute Rural Carriers; \$4
5. Rural Carrier Associates; \$4
6. Rural Carrier Reliefs; \$4
7. Auxiliary Rural Carriers; \$4
8. Retired Rural Carriers; \$4

These amounts shall be deducted pro-rata from NRLCA State Association dues by the NRLCA and remitted to the National Auxiliary quarterly.

Those NRLCA members who have signed an authorization for deduction dues and do not wish to participate in the Family Plan may request a refund of Auxiliary dues. Such refund request must be made in writing to the NRLCA Secretary-Treasurer not more than twenty (20) days and not less than ten (10) days prior to the beginning of each NRLCA fiscal year.

Section 5. Membership Year. The Association membership and fiscal year shall begin July 1 and end on June 30.

Section 6. State Publication. Persons paying membership dues including, Regular-Designation 71, PTF Rural-Designation 76, Substitute-Designation 72, 73, Rural Carrier Relief employees-Designation 75, Rural Carrier Associate employees-Designation 74, 78, 79, Retired-Designation 04, shall receive each issue of *the Virginia Rural Letter Carrier*.

Section 7. Standards of Conduct for the Association and its Members.

- A. The following standards of conduct are prescribed for this Association.
 1. To maintain democratic procedures and practices, including provisions for periodic elections to be conducted subject to recognized safeguards and provisions defining and securing the right of the individual members to participation in the affairs of the organization, to fair and equal treatment under the governing rules of the organization, and due process in any disciplinary proceedings.
 2. To prevent discrimination on the basis of race, color, age, gender, religion, creed, national origin, disability, or marital, economic, social, or political status;
 3. To prohibit business or financial interests on the part of organization officers and agents which conflict with their duty to the organization and its members; and
 4. To maintain fiscal integrity in the conduct of the affairs of the organization.
- B. In addition to the above, the language found in Article III, Section 9 of the NRLCA Constitution shall apply.

Section 8. Recruitment. As membership is the lifeblood of any organization, this Association strongly supports the active recruitment of non-members by encouraging the development of membership campaigns within all levels of this Association, including but not limited to, Rural Academies, new employee orientations, individual visitations,

letters, etc.

ARTICLE IV Subordinate Units

Section 1. Subordinate Units.

- A. The state shall be organized into Local Units which have been duly chartered by the State Association.
- B. A Local with fifteen or more bona fide members may apply to obtain a charter by remitting a charter fee of \$5.00 and the per capita tax for all members as of the time of application. In conjunction with the application for a charter, the Local shall submit a copy of its proposed Constitution to the State Secretary-Treasurer for review.
- C. In compliance with Federal Labor Laws, all Locals must have an approved Constitution, or will be governed by the Uniform Constitution as printed in Appendix A of the National Constitution.
- D. All Local Constitutions shall be in harmony with the State and National Constitutions and in compliance with Federal Labor Laws. The Local Association is subordinate to the State Association, and the State Association is subordinate to the National Association.
- E. All Local Constitutions shall be submitted to the state for review, and subsequent amendments to them shall be submitted to the state for approval.
- F. No Local Association shall offer representation to rural carrier craft employees on matters relating to EEO, MSPB, OWCP, or other non-contractual labor-related issues without prior written consent of the National Board.
- G. The Local Associations shall maintain fiscal responsibility to ensure that all financial obligations are paid in a timely manner.

Section 2. Dissolution. If the charter of a Local Association is suspended or revoked, or in the event of the dissolution, disaffiliation or termination of operations of a Local Association, all property, assets, liabilities and funds of the Local Association shall become the property of the State Association. If the Local Association is re-chartered and resumes operation, the balance of the aforementioned funds shall revert back to and become the property of the Local Association.

Section 3. Trusteeship.

- A. The President, with the approval of the State Board may place in trusteeship any Local Association or subordinate body for any of the following reasons:
 1. To uphold the principles and integrity of this Constitution;
 2. To correct corruption or financial malpractice;
 3. To assure performance of collective bargaining agreements or other duties of a bargaining representative;

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4. To restore democratic procedures;
 5. To otherwise carry out the legitimate objectives of the State and National Associations;
 6. Failure to hold a meeting annually.
- B. The Trustee shall assume immediate control and authority of the Local Association, with full authority over the Officers and property thereof. The Trustee shall continue to act in such a capacity for the duration of the trusteeship.
- C. Within 30 days of the imposition of the trusteeship, a hearing shall be held before an impartial committee of three (3) members. The members shall be selected as follows: one member selected by the State Board, one selected by the Local in trusteeship and a chairman selected by the other two members. The committee shall have sole discretion regarding the conduct and procedures of the trusteeship hearing. Any active member in good standing may serve on this committee, except that no member of this committee shall be chosen from the Local Association in trusteeship, nor from the State Board. All interested persons shall have the right to present evidence at the hearing to the hearing committee.
- D. The hearing officer shall report as soon as practicable, after the close of the hearing, the findings and recommendations to the State Board. The State Board may accept or reject these findings and recommendations, and the trusteeship may be continued or terminated accordingly.
- E. Upon a petition filed with the State Board, no earlier than six months after the appointment of the trusteeship, and at six month intervals thereafter, any party may request termination of the trusteeship. The State Board acting on such petition, or at any time, may terminate the trusteeship, and restore government to the Local Association Officers.
- F. Any member in good standing of the affected Local Unit not satisfied with the decision of the President may have the right to appeal as provided in Article XI of this document.

ARTICLE V

Officers and Appointees

Section 1. Officers.

- A. The officers of this Association shall consist of President, Vice-President, and Secretary-Treasurer. They shall be elected annually from the active membership for a one year term by the delegates at the State Convention. No member shall hold two elected positions simultaneously.
- B. There shall be a State Board consisting of the President, Vice-President, Secretary-Treasurer, and four (4) Committeemen. The Committeemen shall likewise be elected from the active membership for a four (4) year term by the delegates at the State Convention. One Committeeman shall be elected each year in order to maintain a rotating body.
- C. An officer of this Association shall be further defined as

any qualified member serving in an official capacity, under the authority of the State Board.

Section 2. Duties and Responsibilities.

- A. President
1. The President shall preside at all meetings of the State Association and enforce all requirements of the Constitution subject to the approval of the State Board. The President shall sign all papers and documents that require his approval. The President shall employ a Certified Public Accountant to audit the Treasurer's books every year and prior to a new Treasurer receiving said books.
 2. The President shall appoint from the membership an Insurance Representative, an Editor, a PAC Chairman, a State Chaplain, others as necessary, and a Parliamentarian or employ a professional Parliamentarian. These persons shall be appointed at his earliest convenience, except that the State Steward must be appointed within five (5) days following the State Convention.
 3. The President shall, at the close of each Annual State Convention, make such appointments of special committees as shall have been provided for and shall have authority to fill all vacancies occurring therein during recess. The President shall temporarily fill all vacancies in the State Board of the Association, subject to the approval of the State Board.
 4. The President shall make decisions upon all questions of law, which shall be subject to a vote of the State Board, during the recess of the Association. The President and the Board shall report all such decisions to the Association at its next Annual State Convention, for approval or rejection; such decisions, when approved, shall have the effect and force of the general laws of the Association.
 5. The President shall give a report of his/her activities at each Board meeting and a written report annually to be published in *the Virginia Rural Letter Carrier*. The President shall perform such other duties as the Constitution of this Association shall require.
 6. The President shall make a summary report available on the disposition of those resolutions adopted at the previous convention.
 7. The President shall have authority:
 - a. To grant charters and, in conjunction with the Secretary-Treasurer, issue them during the interim between meetings of the Association.
 - b. To countersign all checks issued in payment of obligations of the Association.
- B. Vice President
1. The duties of the Vice President shall be to preside in the absence of the President, and in case of death, resignation, disqualification, refusal or neglect of the President to discharge the duties of the office. The Vice President shall become the President and serve until such time as a successor shall be duly elected

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- and installed.
2. The Vice President shall have the authority to countersign all checks issued in payment of any obligations of the Association.
 3. The Vice President shall give a report of his/her activities at each Board meeting and a written report annually to be published in *the Virginia Rural Letter Carrier*. The Vice President shall perform such other duties as the Constitution of this Association shall require.
- C. Secretary-Treasurer
1. The duties of the Secretary-Treasurer shall be:
 - a. To keep a correct record of the proceedings of this Association, read, or cause to be read, all communications, reports, etc., and draw and attest all orders drawn on the Treasury; affix the stamp of the Association to all official documents;
 - b. Within two months after the close of each State Convention or special meeting, to prepare for publication in *the Virginia Rural Letter Carrier* a correct copy of the entire proceedings of the State Convention, or special meeting of the Association, giving a complete statement of the financial conditions of the Association and a statement of the membership;
 - c. To issue checks in payment of all properly itemized invoices and statements, for authorized payroll payments and for other obligations of the Association as directed by the State Board;
 - d. To conduct the correspondence of this Association, keep a record of and submit same when demanded by the State Board;
 - e. To keep a true and correct account between the State Association and the Local Associations and of all other financial transactions. Following the end of the Association year, June 30, the books and records for the fiscal and Association year's operation, July 1 to June 30, shall be immediately audited as prescribed in Article V, Section 2.A.1. The report of the Certified Public Accountant shall be submitted to the Finance Committee;
 - f. To submit to the Finance Committee prior to the first day of the State Convention a detailed report on all receipts, expenditures, and other financial transactions between the close of the books, May 31, and the opening of the State Convention. This committee shall examine the books, records, and financial statement of the Secretary-Treasurer for that period and report their findings to the Convention;
 - g. To receive all funds due the Association and make timely deposits of all receipts into the Association's Treasury, keeping on file a copy of each deposit slip;
 - h. To prepare a quarterly financial report, giving the receipts and expenditures of the Association in detail, as shown by the ledger accounts; such report to be published in *the Virginia Rural Letter Carrier*.
 2. The responsibilities of the Secretary-Treasurer are:
 - a. To have charge of the seal, books, papers, and documents belonging to this Association;
 - b. Subject to the approval of the State Board, to employ such office help as may be necessary to properly discharge the duties of the office;
 - c. To invest Association funds, in excess of that needed for current operation. Excess funds shall be invested in U.S. Government Securities, federally insured depositories, credit unions or in certificates of deposit issued by federally insured banks in such manner as provided by the State Board. The payments of interest or dividends, or the withdrawal or transfer of funds from one depository to another, and issuing orders as may be drawn upon the Secretary-Treasurer, in accordance with the laws of the Association, shall be made as provided by the State Board.
 - d. To be the membership chairman for the Association.
- D. Executive Committee
1. The Executive Committee, consisting of the four (4) duly elected Committeemen, or a majority thereof, shall act as Trustees of the Association.
 2. Each member of the Executive Committee shall work

(Continued on next page)

- as advocates for all interests of the membership, including, but not limited to, membership growth, PAC, GMAC Insurance, attendance, legislative representation, and the administration of the Steward Program.
3. The Executive Committee shall meet regularly with the officers to administer whatever the entire State Board prescribes.
 4. Each member of the Executive Committee shall give a report of their activities at each Board meeting and a written report annually at the State Convention to be published in *the Virginia Rural Letter Carrier*. The Executive Committee shall perform such other duties as the Constitution of this Association shall require.
 5. The State Board shall become certified Area Stewards to assist State Stewards in assigned areas of the State. Upon removal from the State Board by election or otherwise, those certified as Area Stewards will serve in that capacity for a continuing six (6) months period of time.
 6. While serving as a member of the State Board, no Board Member shall serve as a State Steward or an Assistant State Steward.
- E. All officers, executive committeemen, and appointed office holders shall discharge the duties of their respective offices until their successors are elected or appointed. If removed from office, their duties shall cease immediately.

Section 3. Election.

- A. The nomination and election of officers shall take place at each Convention of the State Association. Nominations shall be in order at any time after 10:00 a.m. of the first day of the State Convention and until the time of election.
- B. The election of officers shall be by majority vote and write-in votes shall not be considered valid. Election shall be by ballot when there is more than one nominee for the same office. When there are more than two nominees for the same office, the one receiving the least number of votes on the third ballot and on each succeeding ballot shall be dropped, until election is accomplished. When there is only one nominee for an office and nominations have been closed, the President or Secretary-Treasurer shall declare that the nominee is elected.

Section 4. Salaries.

- A. Effective July 1, 2009, the annual salaries of the officers of the Association shall be President \$4,500; Vice-President \$2,500; Executive Committee member - \$800 each; Full time State Steward the amount of a 48K rural route at his or her attained Step and annual office rent of \$2,400; Full Time Assistant State Steward (if appointed) the amount of a 46K rural route at his or her attained Step; Part Time Assistant State Steward \$8,000; State Insurance Representative \$500; and the State Editor \$750.

- B. The Secretary-Treasurer shall have a semi-annual (6 month) salary equivalent to a 40K rural route at Step 12. This period will run from March 1 - August 31. During this period this position will be considered full-time. The remainder of the year the Secretary-Treasurer will be compensated \$4000. In addition to the above mentioned salaries, the Secretary-Treasurer shall receive secretarial expenses and annual office rent of \$2400.
- C. In the event a retired carrier is appointed State Steward, the annual salary shall be the equivalent of a 48K rural route at Step 12. In the event a retired carrier is appointed Full Time Assistant State Steward, the annual salary shall be the equivalent of a 46K rural route at Step 12.
- D. In the event a retired carrier is elected Secretary-Treasurer, the semi-annual (6 month) salary shall be the equivalent of a 40K rural route at Step 12.

Section 5. Expenses.

- A. All union members in good standing, and not receiving any reimbursement from the State Association, shall receive compensation, one way, for their mileage to all State Board and Booster meetings, at the rate of mileage reimbursement currently outlined in the Constitution.
- B. No person holding office in this Association shall be allowed compensation for services or expenses if such officer is receiving compensation from any other source for that service. Officers shall not hold any other paid position in the Association or in connection with the Association while receiving compensation as an officer.
- C. No union member shall receive DOP (Day of Pay) from the Union while in a paid leave status from the U. S. Postal Service.
- D. The Association shall pay Officers of the Association, elected or appointed, actual travel and lodging expenses plus \$40 per diem while in travel status. All Officers elected or appointed shall be reimbursed for all other necessary expenses in the performance of their duties and shall be paid for loss of rural carrier salary when in a leave without pay status while in the performance of said duties. All necessary expenses shall be itemized and approved by the State President or State Steward, as appropriate. Copies must be submitted to the Finance Committee on a monthly basis.
- E. All Officers elected or appointed shall be paid mileage for the use of their vehicle at the same rate per mile as paid by the Internal Revenue Service, while in the performance of their duties.

Section 6. Benefits.

- A. Full Time VARLCA Employees
 1. Active Carrier
 - a. Annual leave will be earned in accordance with postal policy at the employee's attained rate, forwarded at the beginning of the Union Year.

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Unused annual leave can be carried forward for use in future years up to a limit of 55 days. All or a portion of it may be "cashed out" annually, at the employee's daily rate of pay.

- b. Sick leave will be earned in accordance with postal policy. Unused sick leave will be carried forward for future use. The employee will be paid for any unused sick leave accumulation at their daily rate of pay within six months of having a successor appointed or elected.
- c. In the event of the death of the employee, all accrued annual leave shall be paid to the employee's estate.

2. Retired Carrier

A retired carrier serving as a full time VARLCA employee will be granted up to thirty-nine (39) days annually of personal leave with no effect on their salary. There will be no accumulation or "cashing out" of personal leave.

- B. All personnel serving in an Official Union Capacity are to be covered by a Workman's Compensation/Insurance program in case of injury while on Official Business. The coverage is to be purchased and kept in force by the State Association.
- C. All personnel serving in an Official Union Capacity shall be compensated for lost retirement benefits and matching funds equal to those which would have been earned in their capacity with USPS. Said funds are to be deposited in their respective Retirement Plan.
- D. If the full time VARLCA employee is a designation 71 or 76, the State Association will be responsible for reimbursement to the USPS for all postal contributions to the full time VARLCA employee's health and life insurance programs in which enrolled. If a retired carrier is the full time VARLCA employee, no additional benefits will be paid.

Section 7. Removal.

- A. In case of neglect of duty or violation of this Constitution on the part of any Officer of this Association or subordinate branch thereof, in the interim of the State Convention, the State Board shall have the power to suspend such Officer, without pay, after a fair hearing, subject to an appeal to the next State Convention.
- B. In case a State Officer shall prove unfaithful to the Association, such officer may be impeached and removed from office by a two-thirds vote of the delegates at the State Convention. The officer shall be duly notified and granted a fair hearing before a Committee comprised of three members; one selected by the State Board; one selected by the accused Officer; and a chairman selected by the other two members of the Committee. The Committee shall report to the State Convention before a vote is taken.

Section 8. Vacancy in Office.

- A. In the event other vacancies exist causing an unexpired term, an election shall be held to fill such vacancies for the remainder of the term at the next State Convention or the President shall have the authority to appoint a replacement if the vacancy occurs more than sixty (60) days prior to the State Convention.
- B. In the event of death or other cases of incapacity of the Secretary-Treasurer so as to render him/her unable to perform his/her duties, the President will appoint a qualified member in good standing to temporarily assume the duties of the Secretary-Treasurer.

Section 9. Association Property. All Officers elected and appointed, at the expiration of their terms of office, if removed from office, or if their office is declared vacant, shall deliver to their successor and/or the State Board, all books, records, monies, and other property in their possession belonging to the State Association.

ARTICLE VI Meetings

Section 1. State Convention.

- A. The State Association shall convene each year between June 1 and June 30. The length of the Convention shall be determined by the State Board.
- B. The State Convention shall consist of its Officers and Delegates from the Local Units. Such Officers and Delegates shall consist of those members eligible as defined in Article III of the VARLCA Constitution, and meeting the requirements as set forth in Article VI.3.F of the VARLCA Constitution.

Section 2. Site Selection.

- A. The delegates shall choose the dates for the Convention a minimum of three years in advance.
- B. The annual meeting place for the State Convention shall be selected two (2) years in advance as follows: The Convention Delegates shall select the location after hearing the report of the Time and Place Committee. If, for any reason, the place so prescribed shall be unsuitable, the State Board shall have the authority to change such place by giving notice through *the Virginia Rural Letter Carrier* of the official notice of the annual meeting.

Section 3. Delegates.

- A. Any Local Unit shall be entitled to representation in the State Association by one (1) delegate and one (1) alternate for each four (4) members or major fraction thereof. This representation shall be based on the membership of the previous Association year.
- B. Each Local Unit shall elect delegates by secret ballot by those present and entitled to vote.
- C. Each Local Unit shall elect the number of delegates and alternates in accordance with Subsection A.

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- D. Alternates will be called on by the Local Unit Secretary due to the inability of one or more delegates to attend. Such alternate or alternates shall have all the rights and privileges accorded delegates.
- E. The Local Unit Secretary shall certify to the State Secretary a list of delegates and alternates twenty (20) days prior to the beginning of the State Convention.
- F. No delegate can be seated from any Local Association that has not paid local, state and national dues, or given security for same, and only when holding properly signed credentials. The State Secretary-Treasurer will notify each Local Association, at least two weeks prior to the opening date of the State Convention, the status of the Local Association as it relates to the payment of local, state and national dues for its members.

Section 4. Compensation for State Delegates. Duly elected delegates to the State Convention shall be paid mileage at the rate of double that allowable by the Internal Revenue Service per mile one way. Mileage shall be computed at the most direct route over Federal and State highways by the Mileage and Per Diem Committee.

Section 5. State Officers.

- A. The outgoing State President shall have the status of Delegate-at-Large at the next succeeding State Convention immediately following that term in office, but shall not be eligible to vote for officers of this Association unless he/she is a duly elected delegate.
- B. Each State Board Member shall be entitled to a vote on every question coming before the State Convention. This would include election of President, Vice President, Secretary-Treasurer, and Executive Committeemen only if said State Board Member is a duly elected delegate from his or her Local to the State Convention in question.

Section 6. Quorum. Twenty five (25) members representing not less than one third of the Local Associations shall constitute a quorum for transacting business.

Section 7. Order of Business. The order of business of the annual State Convention shall be determined by the State Board, except the reports of the Constitution and the Resolutions shall be the first and second order of business of the State Convention, without interruption, beginning at the opening of the afternoon session of the first day.

ARTICLE VII National Convention Delegates

Section 1. Representation. Each Chartered State Association shall be entitled to representation in the National Association by one Delegate-at-Large. Each Chartered State Association is also entitled to one delegate for each 100 or major fraction thereof of its own members, based on the current membership year. Membership shall be based on the number of dues withholding and cash pay Bargaining Unit and Retired Members. In order for a state to receive credit for cash pay members, dues must be received no later than the close of business on the first day of the Convention. National delegates will be selected as follows:

Section 2. Eligibility.

- A. No member shall be nominated or be a National Delegate whom from the time of nomination through the end of the convention holds a position in management (either permanent or temporary) in the Postal Service; in any other postal craft; or any other job which competes with the Postal Service and/or this Association. This policy is defined as follows:
 1. When a rural carrier craft member is serving in a managerial or supervisory position such as an OIC or 204B, the member is prohibited from Union participation. The member may not be nominated or serve as a National Delegate.
 2. However, there are many instances where a member may be utilized by Postal Management to assist in the rural craft that equally benefit the rural craft and Postal Management. In those instances, where the individual is not in a managerial/supervisory position, the individual will not be prohibited from any Union participation. (Such examples may include, but are not limited to, assisting with route adjustments, mail count, academy trainers, automation team member, safety teams.)
 3. If a Steward is utilized by the Postal Service in this type of position, the Steward must notify the affected carrier(s) whom to contact in the Steward System for representation in any dispute where the Steward is involved. By doing this, the Steward will avoid any appearance of conflict of interest and will be in compliance with Article IX, Section 8 of the National Constitution.
- B. A retired Associate member, a non-member or a craft member who has been separated involuntarily from the Postal Service cannot be nominated, elected, or seated as a National Delegate.
- C. A delegate must be an active or retired carrier in good standing at the time of nomination, election and seating as a National Delegate. Only Bargaining Unit Members and Retired Members in good standing may be nominated, elected or seated as delegates. Such "good standing" status shall be the sole prerequisite for determining eligibility or entitlement to service as a delegate or to any payment or benefit, except that a state may establish reasonable rules to ensure attendance at the Convention.

Section 3. Nomination.

- A. Nominations for National Delegates within each State Association shall be accomplished by submitting the nominations on a nominating ballot to be published in the *National Rural Letter Carrier* in the first issue of February, March, April and May. Such nominations may include self-nominations. The nominating ballot shall be signed, showing the name and address of the member making the nomination.
- B. Nominations for candidates for National Delegates shall be in the office of the State Secretary at least forty (40) days prior to the opening of the State Convention. Upon

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receipt, the State Secretary shall send a notice of nomination to the candidate by U. S. Mail.

Section 4. Election.

- A. A member must be on the rolls at least forty (40) days prior to the opening of the state convention in order to be eligible to vote for National Convention Delegates. It shall be the duty of the State Secretary to prepare a ballot listing the nominees for the position of delegate to the National Convention. The Secretary shall place the names of all nominees in a hat to be drawn for position on the ballot for national delegate, and shall place them on the ballot in the order in which they are drawn, and mail said ballot to all members at least twenty (20) days prior to the opening of the State Convention. The Secretary/Designee shall arrange for the rental of two post office boxes: one post office box for receipt of the ballots and the other for return of undeliverable ballots.
- B. An Election Committee shall be appointed by the state president. No member whose name appears on the ballot may serve on the Election Committee. Ballots shall be returned to a post office box accessible only to the Election Committee. At the end of the cut-off period, said ballots shall be collected and counted at the State Convention. Any candidate may observe the ballot tabulation.
- C. An envelope marked "Secret Ballot" shall be provided each member in which to seal the ballot for mailing.
- D. To permit verification of membership enrollment and to maintain the integrity of the voting procedure, the sealed envelope containing the ballot shall be placed in another envelope by the member and mailed to the designated post office box. The other envelope, also marked "Ballot", shall clearly identify name and address of the member.
- E. The number of candidates to be voted upon by each member shall not be more than the total number of delegate votes to which the State Association was entitled the previous year. Appropriate instructions shall be on each ballot stating the number of delegates to be elected and the mailing address of the designated post office box at which it must be received prior to the cut-off date. In reporting the results of the vote tabulation, the candidates shall be placed on a roster in accordance with the number of votes received. The required number of delegates for the State Association, in accordance with Article VI.3.A.1, National Constitution, shall be declared regular delegates and the remaining candidates shall be declared alternates.
- F. The President, Vice-President, Secretary-Treasurer, in descending order, if elected as a National Delegate, shall be in charge of the delegation to the National Convention. In the event none of the above is elected as a National Delegate, the Virginia delegation shall select from the delegation a chairman.
- G. A State Officer may not be automatically declared a National Delegate by virtue of the office, unless elected to the State Office by direct vote of the membership.

If the State Officer is elected by the delegate system, to be a National Delegate the officer must be a candidate and be elected in a state-wide election.

- H. The State Secretary, immediately after the State Convention, shall fill out credentials of Delegate-at-Large and regular delegates to the National Convention in duplicate, the original to be immediately sent to the National Secretary-Treasurer, the duplicate to be retained for identification by the delegate. The state's seal shall be embossed on the face of the credentials.

Section 5. Compensation of State-Paid National Delegates. Duly elected delegates and the first alternate delegate to the National Convention shall be paid mileage at the rate prescribed by the National Constitution. Mileage shall be computed at the most direct route over federal and state highways by the Secretary-Treasurer. Duly elected delegates and the first alternate delegate shall be paid per diem for attending sessions of the National Convention at the rate equal to that paid by the National Association. All National-Paid delegates shall be excluded from this provision.

ARTICLE VIII State Board

Section 1. Members. There shall be a State Board consisting of the President, Vice-President, Secretary-Treasurer, and four (4) Committeemen.

Section 2. Duties.

- A. The State Board shall have oversight of the publication known as *the Virginia Rural Letter Carrier*, and be responsible for its continued distribution and content.
- B. The State Board has the authority to make decisions necessary to meet the financial needs of the Association.

Section 3. Meetings. The President may convene the State Board and/or Committees whenever in his/her judgment circumstances demand, and assign duties to any of them. For this service, members of the State Board or Committees shall receive their travel, \$40 per diem, and lodging, or similar related essential expenses when itemized and approved by the State President or State Steward, as appropriate. Copies must be submitted to the Finance Committee on a monthly basis.

ARTICLE IX Committees

Section 1. Convention Committees.

- A. All Committees, unless otherwise provided for, shall be appointed by the President. Said Committees and appointees shall consist only of regular elected delegates.
- B. No less than two full weeks before the State Convention, the President shall appoint from the list of regularly elected delegates then in the hands of the

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Secretary-Treasurer, committees of: no less than three (3) on Credentials, no less than three (3) on Finance, no less than three (3) on Resolutions, no less than three (3) on Constitution, no less than three (3) on Time and Place, no less than three (3) on Mileage and Per Diem, and no less than three (3) on Outstanding Member. In addition, a Teller Committee Chairman and two (2) Tellers Committees of no less than four (4) members each shall be appointed.

- C. The committees on Constitution, Resolutions, and Elections may be required to report to the site of the State Convention one day preceding the opening of the State Convention to discharge their duties at the direction of the State President.

Section 2. Standing Committees.

- A. The Finance Committee shall be a standing committee **consisting of members of the Executive Committee.** ~~They will be appointed for a one, two and three year term, with the Chairperson rotating off each year. The Chairperson shall be appointed by the President.~~ The Finance Committee shall review the Association's total revenues and expenditures from the past year, and hear suggestions from ~~the members of the State Board and/or delegates.~~ The Finance Committee shall evaluate and submit recommendations from said review, concerning but not limited to general expenditures, officers' salaries, benefits and expenses; and propose the level of dues for the upcoming year. The Finance Committee shall submit a final report to the delegation with the recommendations to be voted upon. The Finance Committee, if necessary, will have access to the CPA firm employed by the State President, and to all records to effectively perform their duties.
- B. The Time and Place Committee shall be a standing committee. The Time and Place Committee shall be responsible to receive bids on future convention sites and consider bids submitted by a Local Association. The committee will then investigate the bid and inspect the sites to determine their suitability. The committee will, after thorough deliberation, make a report at the next State Convention on prospective convention sites.
- C. The Elections Committee shall be a standing committee. The Chairman and at least three (3) members shall be appointed for a term of no less than three (3) years. These members will be responsible for the retrieval and tabulation of National Delegate ballots at each State Convention, and conforming with applicable Federal Labor Laws. A minimum of an additional seven (7) members will be appointed no less than two full weeks prior to the State Convention.

Section 3. Committee Compensation. The President shall direct the Secretary-Treasurer to compensate these committee members for their travel, lodging, \$40 per diem, and any loss of pay for any extra days related to their service on the respective committee prior to the Convention.

ARTICLE X

Steward System

Section 1. Responsibility.

- A. The National Agreement provides for a Steward

System. The purpose of the Steward System shall be to provide representation to employees in the rural carrier craft in all matters of Labor-Management relations with the U. S. Postal Service. Under the Agreement, the National Rural Letter Carriers' Association, as the exclusive organization representing the rural carrier craft, is the only organization to represent rural carriers.

- B. The State Association, under the direction of the National Executive Board, shall be responsible for the implementation and operation of the Steward System within each State.
- C. Primary responsibility for financing the Steward Program will rest with the State Association.

Section 2. Selection.

- A. The State Association shall recommend to the National Association the name of a member of its Organization to serve as State Steward. The State Association, in conjunction with the State Steward, shall recommend to the National Association the name(s) of a member(s) to serve as the Assistant State Steward(s). The State Association, in conjunction with the State Steward, shall recommend to the National Association the name(s) of a member(s) to serve as the Area Steward(s).
- B. The President shall annually appoint a Full Time State Steward. In the event the State Steward would become permanently unable to complete his term of office, the President shall appoint a qualified member in good standing to complete the unexpired term. The President shall have the option to appoint up to six (6) Part Time Assistant State Stewards, or one (1) Full Time Assistant State Steward and up to five (5) Part Time Assistant State Stewards annually. Selection of Assistant State Stewards is made with the consensus of the President and the State Steward. All State Level Steward appointments shall require the confirmation vote of the Executive Board by a simple majority. All steward appointments are subject to approval by the National Association. If the President and the State Steward cannot reach consensus on a candidate for an Assistant State Steward position, then the President shall make the appointment and the confirmation vote by the Executive Board shall be by simple majority.
- C. The selection of the Local Steward should be in accordance with democratic procedures. To become a steward, a rural carrier must be a member of the National Rural Letter Carriers' Association. Mandatory local steward elections will be conducted in the month of January of every fourth year beginning in 2004. The term will be four years and a local steward may be reelected to the position. Written notification to all NRLCA members shall be given at least 15 days before the date for an election. A majority vote of those NRLCA members voting is required for an election. When there is more than one (1) Local Steward at an installation, one (1) shall be selected by the National Rural Letter Carriers' Association members of said office as Chief Steward.

- D. An election for Local Steward shall not be held sooner than the four-year mandatory election, unless the posi-

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tion becomes vacant, the incumbent Local Steward retires, or a petition requesting replacement of the Steward is signed by a two-thirds majority of NRLCA members of said office to the State Steward, and upon approval of the State Steward.

- E. In the event of a tie vote for a Local Steward, the State Association, upon recommendation of the State Steward, shall select a steward to serve in that office until a new Local Steward has been elected and certified. The same procedure will be used to break a tie for Chief Steward.

Section 3. Duties and Responsibilities of Stewards.

- A. The State Steward shall supervise and administer the Steward System within the state. The State Steward shall be responsible to the State and National Associations for the performance of all duties as defined in Article X of the State Constitution. The term of office shall be determined by the State Association in accordance with Article X, Section 2.B of the State Constitution or until termination by the National Association in accordance with Article IX, Section 7 of the National Constitution.
- B. The following duties shall be performed by the State Steward:
1. To certify, on the appropriate National Forms, the Area and Local Stewards, including the names, addresses and telephone numbers, with notification to all postmasters and the National Office;
 2. To submit, on the appropriate National Office forms, the names, addresses and telephone numbers of the Assistant State Stewards to the National Office for certification.
 3. To train all Assistant, Area, and Local Stewards prior to certification, utilizing training as designed by the National Office;
 4. To provide, on an annual basis, enhancement (refresher) training to all stewards;
 5. To appeal Step 2 and Step 3 grievances to the appropriate postal designee closely coordinating efforts with the Executive Committeeman of the National Rural Letter Carriers' Association, and
 6. In the event an Area or Local Steward is unavailable, to represent the National Rural Letter Carriers' Association, or name a qualified individual to serve temporarily as a Steward.
- C. The State Association shall select Assistant State Stewards as needed. The Assistant State Stewards shall be responsible to the State Steward and to the State and National Association for the performance of all duties. It shall be the responsibility of the Assistant State Stewards to represent carriers in offices as assigned by the State Steward. The Assistant State Stewards, under the direction of the State Steward, shall serve with the same authority as the State Steward. The Assistant State Stewards may, in the

absence of the State Steward and in conjunction with the Executive Committeeman, appeal grievances to the Step 2 and Step 3 levels.

- D. The State Association shall select Area Stewards as needed. The Area Stewards shall be responsible to the State Steward. An Area Steward that has not been properly certified for an office will have no authority in that office nor will an Area Steward have any authority in any office that currently has a Local Steward. An Area Steward is equal to a Local Steward in authority. An Area Steward will be assigned a geographical area so that every office within said area can be reached in a reasonable time without the local carrier being unduly delayed in representation. Each office is encouraged to have a Local Steward. An Area Steward cannot serve as Area Steward in more than twenty (20) offices.
- E. It shall be the responsibility of the Area Steward to write grievance appeals for carriers in Step 2 of the grievance procedure in those offices where no Local Steward has been selected. The Area Steward shall submit copies of grievances to the State Steward. In the event of an adverse decision by the installation head, the Area Steward shall forward the complete file to the State Steward with recommendation for consideration of further appeal.
- F. The Local Steward shall be certified in accordance with policies established by the National Office. At any local negotiations, the Local Steward shall serve as the representative of the rural carrier craft. The Local Steward shall be responsible for representation of the rural carrier craft in the installation, including branches and stations. The Local Steward shall assist any rural craft employee who feels aggrieved. If the employee desires, the Local Steward may accompany the grievant during any discussion with the immediate supervisor. In the event that the grievance was not settled at Step 1, the Local Steward will meet with the installation head or designee as expeditiously as possible to jointly develop the facts in the grievance file and attempt to resolve the grievance. The Local Steward shall write grievance appeals for rural craft employees in Step 2 of the grievance procedure and a copy shall be submitted to the State Steward.

Section 4. Discipline, Removal, Penalties & Restrictions.

- A. The Virginia Rural Letter Carriers' Association shall be empowered through proper procedures to disqualify for eligibility to hold office for a specified period of time, suspend or expel a State Steward, Assistant State Steward, Area, or Local Steward for violation of the National Constitution or policies set forth by the State Association.
- B. The following violations are considered grounds upon which charges may be filed:
1. Neglect of duty or breach of the National or State Constitution;
 2. Engaging in any conduct detrimental to the welfare and interests of the membership of the National or Virginia Rural Letter Carriers' Association;

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3. Engaging in acts which tend to hinder the due process of the grievance procedure in the protection of a rural carrier craft employee's rights; and
 4. Instigating or engaging in any acts on the side of management that violates the principles of the National Agreement or the National or Virginia Rural Letter Carriers' Association Constitutions.
- C. Charges against a State, Assistant State, Area, or Local Steward must be in writing and filed with the President of the VARLCA by a member within thirty (30) days of the time that knowledge of the alleged offense comes to such members. Within ten (10) days of receipt of such appeal, the State President will cause to be notified all members of the State Board and the assigned NRO, and also request that the charging party provide a letter outlining the specific charges and relief sought. This letter of specificity must be returned within twenty (20) days, and upon its receipt the State Board will forward a copy to the charged party for response. The charged party will have twenty (20) days to respond in writing to the State Board. The State Board will review the charging party's letter of specificity and relief sought and the response of the charged party. If the State Board chooses not to or is unable to effect the relief sought, it will then establish an Investigating Committee which will have full authority to conduct a full, fair, and impartial investigation. One member of the Investigating Committee will be chosen by the charging party, one member will be chosen by the charged party, and the two original members will then choose the third member. All members of this Investigating Committee must be members of the State Association, who do not hold an elected position on the State Board, and excludes Associate members. Within thirty (30) days of their appointment, the Investigating Committee will make a report, jointly, in writing, including the findings and recommendations to the State Board. The State Board is authorized, in consultation with the NRLCA assigned Executive Committeeman, to take the necessary action to resolve the issue within thirty (30) days, unless extensions of time limits are necessary and approved by the State Board with concurrence from the assigned Executive Committeeman. All parties must be notified in writing of such action. Any expense incurred by the investigation shall be borne by the State Association.
- D. Anyone who regularly serves in a supervisory or management capacity shall not represent any craft employee, during such period of service, in the grievance/arbitration procedure nor for a period of 60 calendar days from the last date such person served in such supervisory or management capacity. Any such person serving in a supervisory or management capacity shall notify any craft employee desiring representation of the proper person to contact for such representation.

ARTICLE XI Appeals

- A. Any member aggrieved by any action of the State Association, or officer thereof, shall have the right to appeal to the State Board. Such appeal must be in writing and must be filed with the State President within

thirty (30) days of having knowledge of said action. Within the (10) days of receipt of such appeal, the State President will cause to be notified all members of the State Board and the assigned NRLCA Executive Committeeman, and also, request that the charging party provide a letter outlining the specific charges and relief sought. This letter of specificity must be returned within twenty (20) days, and upon its receipt the State Board will forward a copy to the charged party for response. The charged party will have twenty (20) days to respond in writing to the State Board. The State Board will review the charging party's letter of specificity and relief sought and the response of the charged party. If the State Board chooses not to or is unable to effect the relief sought, it will then establish an Investigating Committee which will have full authority to conduct a full, fair, and impartial investigation. One member of the Investigating Committee will be chosen by the charging party, one member will be chosen by the charged party, and the two original members will then choose the third member. All members of this Investigating Committee must be members of the State Association, who do not hold an elected position on the State Board, and excludes Associate members. Within thirty (30) days of their appointment, the Investigating Committee will make a report, jointly, in writing, including the findings and recommendations to the State Board. The State Board is authorized, in consultation with the NRLCA assigned Executive Committeeman, to take the necessary action to resolve the issue within thirty (30) days, unless extensions of time limits are necessary and approved by the State Board with concurrence from the assigned NRLCA Executive Committeeman. Time extension(s) shall not exceed fifteen (15) days. All parties must be notified in writing of such action.

- B. Any member not satisfied with this decision, or any action of the State Board on said appeal, shall have the right to appeal to the National Board. This appeal must be in writing and must be filed with the President of the National Association within thirty (30) days of the receipt of the State Board's decision.

ARTICLE XII Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with the Constitution and any other special rules of order the Association may adopt.

ARTICLE XIII Amendment of Constitution

- A. This Constitution shall take effect immediately upon its adoption, unless a later effective date is so stipulated. It may be amended at any State Convention by a two-thirds vote of the voting Delegates of that Convention.
- B. The Executive Board is hereby empowered to make such interim amendments to the Constitution of the Association as may be necessary to conform to the requirements of Federal or State Law.

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- C. Any provision of this Constitution which conflicts with any Federal or State Law, regulation, or ordinance shall be inoperative as to those jurisdictions in which said Federal or State Law, regulation, or ordinance is in force.

APPENDIX A

In compliance with Federal Labor Laws, all Local and/or District Units must have a Constitution. All sections in this Uniform Local Unit Constitution must be included. However, adoption of this Uniform Constitution by the Local or District Unit eliminates the need for any other Unit Constitution.

The Local and/or District Unit may make amendments to this Uniform Constitution, but no amendment shall be in conflict with the State Constitution or NRLCA Constitution.

UNIFORM LOCAL AND/OR DISTRICT UNIT CONSTITUTION

ARTICLE I Name

The name of this Association shall be the _____,

hereafter referred to as the Unit. This Association shall be a subordinate unit of the Virginia Rural Letter Carriers' Association (VARLCA) and the National Rural Letter Carriers' Association (NRLCA).

ARTICLE II Purpose

The purpose of this Unit shall be as provided in Article II of the NRLCA Constitution.

ARTICLE III Members

Eligibility for membership in this Unit shall be in compliance with Article III of the NRLCA Constitution and with the assignment of subordinate units by the VARLCA.

ARTICLE IV Officers

Section 1. Officers. The elective officers of this Unit shall be a President, Vice President, Secretary, Treasurer (or a combined Secretary-Treasurer) and such other officers as the Unit deems necessary.

Section 2. Duties. The Unit Officers shall perform such duties as are prescribed in this Constitution, by the State Board or in the adopted parliamentary authority. No Officer of this Unit shall incur any indebtedness on its behalf or appropriate any money without authority from the Unit. Officers shall account for and deliver to their successors or to the Unit all monies, books, papers, securities or other property of the Unit at the end of their term of office or when requested by the State Board.

- A. **President.** The President shall be responsible for the supervision of all activities of the Unit and shall enforce compliance with the NRLCA Constitution and the VARLCA Constitution. The President shall preside at

all meetings and shall be entitled to one vote on all matters to come before the Unit. The President shall sign papers or documents requiring the President's signature.

- B. **Vice President.** The Vice President shall serve in the absence of the President and perform other duties as prescribed by the President.

- C. **Secretary.** The Secretary shall be responsible for keeping the minutes, handling of finances, reports and correspondence relating thereto and shall establish an approved accounting and record keeping system. The Secretary shall make a report at each regular meeting of all monies received and expended, report on all official correspondence and shall file any necessary governmental reports. The Secretary shall perform other duties as prescribed by the President

- D. **Treasurer.** The Treasurer shall make a report at each meeting of all monies received and expended, shall make timely deposits of all monies into the Unit's accounts and pay all authorized bills.

- E. **Executive Board.** An Executive Board is optional with each Unit, but shall consist of all the Unit Officers and not more than 6 additional members, if authorized. The Executive Board shall have authority to act for the Unit Membership between meetings.

Section 3. Election. Only members in good standing shall be eligible to nominate, vote or hold office in this Unit. Election of officers shall be by secret ballot and shall take place at the annual meeting. The Unit President shall make appointments when necessary to fill vacancies in elective positions until the next annual meeting.

Section 4. Convention Delegates. All delegates to the State Convention shall be elected by secret ballot.

ARTICLE V Meetings

Section 1. Meetings. Meetings shall be held as determined by the Unit. Failure to hold a meeting at least once a year shall cause revocation of the Unit Charter. A permanent record of the minutes which accurately reflects the business transacted at each meeting shall be kept by the Secretary.

Section 2. Special Meeting. A special meeting may be called by the Unit President or at the request of 25% of the members. No business other than that for which the special meeting is called shall be transacted.

Section 3. Quorum. Those members in attendance shall constitute a quorum for the transaction of the Unit's business at any meeting.

Section 4. Annual Meeting. Notice of the annual meeting for the purpose of election of Unit officers shall be given in writing to each member not less than 15 calendar days prior to the meeting date. The annual meeting must be held at least 40 days prior to the State Convention. The meeting notice shall be mailed to each member at the last known address.

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Section 5. Agenda. A suggested order of business may include:

- Call to Order
- Reading and Approval of Minutes
- Reading of Financial Report
- Unfinished Business
- New Business
- Adjournment

**ARTICLE VI
Dissolution**

In the event of dissolution or revocation of the Unit's charter, all assets shall become the property of the State Association.

**ARTICLE VII
Parliamentary Authority**

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Unit in cases to which they are applicable and in which they are not inconsistent with the Constitution or any special rules of order the Unit may adopt.

**ARTICLE VIII
Amendment**

This Constitution may be amended at a Unit meeting by a two-thirds vote, provided that each member has been notified in writing at least 15 days prior that Constitutional changes will be considered. All amendments to this Constitution shall become effective upon approval of the Virginia Rural Letter Carriers' Association.

APPENDIX B - LOCAL UNITS

- Local 1 - Albemarle, Greene, Nelson
- Local 2 - Amelia, Powhatan
- Local 3 - Amherst, Appomattox, Campbell, Lynchburg
- Local 8 - Fredericksburg
- Local 9 - Mt. Rogers
- Local 11 - Clinch Valley
- Local 12 - Five County
- Local 13 - Dinwiddie, Prince George, Petersburg, Sussex, Surrey
- Local 14 - Fairfax, Loudoun, Prince William
- Local 15 - Fairystone Park
- Local 19 - Halifax
- Local 20 - Richmond, Henrico, Chesterfield
- Local 21 - Colonial Area

- Local 22 - Mecklenburg
- Local 23 - New River Valley
- Local 27 - Piedmont
- Local 28 - Pittsylvania
- Local 29 - Roanoke, Craig, Botetourt
- Local 30 - Rockbridge, Augusta, Highland
- Local 31 - Rockingham
- Local 34 - Southampton
- Local 35 - Southside
- Local 37 - Tazewell
- Local 38 - Tidewater
- Local 39 - Tri-County
- Local 40 - Washington, Scott
- Local 41 - Accomack, Northampton
- Local 42 - Bristol

APPENDIX C - BINDING RESOLUTIONS

Binding Resolutions:

This is a list of Binding Resolutions which apply to our State Association passed at State Conventions since 1997. Prior to the year 1997, resolutions were not presented as binding or non-binding and were considered advisory in nature. This list encompasses resolutions reported out from the Resolutions Committee as well as resolutions presented from the convention floor under New Business and motions made and passed by the State Delegation during conventions. This information was gathered from the Official Minutes as printed in our state newspapers for the corresponding years.

1997: Be It Resolved: The State President shall be in charge of the State Resolutions sent to National. The President shall report in the state paper following the National Convention on the success or failure of Virginia resolutions.

1997: Members of this Association who are working for this Association and are on the FERS retirement system lose monies and retirement benefits for each day of LWOP they take for the Union, Therefore Be It Resolved: That this Association pursue option for retirement to cover those employees working for this Association who are on the FERS program.

1998: Whereas: Acoustics in our State Convention hall is sometimes poor; Be It Resolved: That floor mikes be provided for delegates to use to better enable everyone to properly

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hear the proceedings of the State Convention.

1999: Be It Resolved: That all voting on non-personnel issues be recorded and printed in the VARLCA Newspaper with how each Board member voted.

1999: Be It Resolved: That the State President shall take copies of each resolution passed at the State Convention to the National Convention. Each shall be typed in triplicate. This is in addition to the Secretary submitting them through the proper channels. In the event any State Resolutions do not make it to the National Convention floor by the NRLCA Resolutions Committee (as happened in Denver) the State President shall present them from the floor.

1999: Kay Bigley made a motion that a committee be appointed to look into a rotating time and place in different areas of the state and that they have authority to book the convention with a Board member serving on the committee. Motion carried.

2000: Whereas: The VARLCA should support their own resolutions at National Convention; Be It Resolved: The Virginia delegation will hold a meeting prior to voting on resolutions at National Convention to determine the ones passed at their State Convention.

2001: No binding resolutions which apply to State Association.

2002: Anytime a resolution or Constitution and Bylaws change is proposed which affects funds (salary increases etc.), Be It Resolved: That the voting take place by secret ballot.

2003: Be It Resolved: While the State of Virginia is a right to work state, the Board should look into charging non-members when the steward travels into an office.

2003: Be It Resolved: That the State Board adopt the emblem that depicts the entire state outline (including the Eastern Shore) with Virginia Rural Letter Carriers Association in a circular pattern around it as the official state association logo.

2004: No binding resolutions which apply to State Association.

2005: No binding resolutions which apply to State Association.

2006: Be It Resolved: A complimentary subscription of the *Virginia Rural Letter Carrier* be mailed to surviving spouses of deceased Association members if requested.

2007: No binding resolutions which apply to State Association.

2008: No binding resolutions which apply to State Association.

2009: No binding resolutions which apply to State Association.

2010: Whereas: There is no current publication of previously passed binding resolutions;

Be it Resolved: All previously passed binding resolutions be included in the VARLCA Constitution as newly-created Appendix C



Your union works for you - every day of the year!

Send any corrections to lists in this special supplement to Editor Debbie Hearn:

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Earnings

(From Page 12)

BOND DATA: This identifies an employee's current bond(s), unapplied bond balance, and the bonds issued this pay period.

UNAPPL BAL: This is the amount applied towards the purchase of the next bond.

NO ISSUED: This is the number of bonds issued this pay period.

USPS RETIREMENT: This is the total amount contributed to the retirement fund as of the close of the prior calendar year.

Other important codes are: FLSA: The Fair Labor Standards Act is a Federal Statute of general application that establishes requirements for child labor, minimum wages, equal pay, and overtime pay. FLSA work hours and FLSA overtime pay is printed on the E&D whenever work hours for one or both weeks of the pay period exceeds forty (40) hours for non-exempt employees.

ADJ FOR PP-YR PROCESSED: Shows that an adjustment for a specific pay period and year was processed.

GARNISHMENT PAYMENTS COMPL: Shows the garnishment balance as zero (0).

GRIEVANCE OR EEO SETTLEMENT: Self Explanatory

INCLUDES BOND REFUND: Self Explanatory

MULTI PP ADJS PROCESSED: Shows that adjustments for multiple pay periods were processed.

Local elected officers

<u>Local number & name</u>	<u>Officer</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>Phone</u>	<u>E-mail</u>
1 Albermarle, Green, Nelson	Pres Debra J Taylor Vice Danis Williams Sec Jerry Jernigan	2223 Banbury St PO Box 514 2851 Buck Island Rd	Charlottesville Scottsville Charlottesville	22901 24590 22902	434-466-2952 434-953-7785 434-293-3113	dj2223@comcast.net danisjr@gmail.com lora-jerry@ntelos.net
2 Amelia, Powhatan	Pres Arthur Guy Dixon Vice Carolyn Holcomb Sec Penny G Lowe	5124 Andradell Ln 1330 Columbia Rd 13305 Wilderness Terr	Chesterfield Columbia Amelia	23832 23038 23002	804-744-2675 804-375-3637 804-561-4353	pglowe@tds.net
3 Amherst Appomattox Campbell, Lynchburg	Pres Sandi Maitland Vice Tom White Sec James Pillow Jr	906 Ebenezer Rd 668 Skyline Rd 132 Poplar Dr	Amherst Appomattox Appomattox	24521 24522 24522	434-946-5855 434-384-5731 434-352-0281	sandim763@gmail.com tomwhite5@verizon.net Jp24502RT15@aol.com
8 Fredericksburg	Pres D. J. Love-Hayes Vice Terry Love Sec Linda M. Hull	6309 Dawes Dr. 13104 Platoon Dr. 6801 Violet Dr	King George Spotsylvania Fredericksburg	22485 22551 22407	804-246-6074 540-972-9638 540-842-2263	serenityzmine@gmail.com rural14@peoplepc.com Local8unionstuff@comcast.net
9 Mount Rogers	Pres Steve Snider Vice Andy Harman Sec Tracy Coffey	375 Van Mar Dr. 4326 Glendale Rd. 6266 Coulson Church Rd	Wytheville Galax Austinville	24382 24333 24312	276-223-0896 276-236-5573 276-728-7104	tracy.coffey@ymail.com
11 Clinch Valley	Pres John E. Dye Vice Bette Y. Dickenson Sec Emily A Brown	9457 Mountain Rd 1880 Heratds Valley Rd. PO Box 31	Lebanon Castlewood Pilgrims Knob	24266 24224 24634	276-880-3181 276-259-7919	EmilyWBrown@hotmail.com
12 Five County (Culpeper)	Pres Bruce Lohr Vice Reva Tutt Sec Debbie Hearn	PO Box 1235 11183 Scotts Mill Rd 6846 Crescent Ridge Ct.	Locust Grove Culpeper Bealeton	22508 22701 22712	540-854-7522 540-229-4246 540-219-2995	ddhearn@comcast.net
13 Petersburg Prince George Dinwiddie	Pres Wanda Havens Vice Cathy D McGuffey Sec Dale C. Fountain	21377 Runaround Rd 2226 Walsh Ave 5204 Brills Rd.	Sutherland Petersburg McKenney	23885 23803 23872	804-861-3763 804-861-5402 804-478-4530	
14 Fairfax Prince William Loudoun	Pres Mozeke Slade Vice Correna Pagach Sec Lois Davis	35355 Hawk Nest Court 10290 Chinkapin Dr. PO Box 626	Locust Grove Manassas Nokesville	22508 20111 20182	540-423-1280 703-530-0970 571-230-4305	
15 Fairystone	Pres Tammy Howard Vice Cora Lee Spence Sec Susan Cart	979 Novelty Rd 137 Guff Rd. NE 45 Forest Ln.	Union Hall Check Martinsville	24176 24072 24112	540-576-2520 540-239-3522 276-340-8282	novlty@embarqmail.com clspence@swva.net youseebabe@embarqmail.com
19 Halifax	Pres Dwayne Griles Vice Rhonda P Brizendine Sec Eddie Glasscock	1042 Williams Rd 6094 Clays Mill Rd 3028 Huell Matthews Hwy	Scottsburg Scottsburg South Boston	24589 24589 24592	434-454-7407 434-454-7660 434-572-8510	

Local elected officers

<u>Local number & name</u>	<u>Officer</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>Phone</u>	<u>E-mail</u>
20 Richmond Henrico Chesterfield	Pres Vice Sec	8803 Leisure Ln 1512 Tackley Place P O Box 37547	Richmond Midlothian Richmond	23237 23114 23234	804-525-6423 804-794-0629 804-387-2113	Pe0056us@yahoo.com cindyck01@yahoo.com
21 Colonial	Pres Vice Sec	943 Coach Trail 675 Blundon Rd 348 Forest Lane	Newport News Reedville King William	23608 22539 23086	757-875-0207 804-453-9005 804-769-7521	lizrf5@cox.net tammykgould@aol.com neenee40@verizon.net
22 Mecklenburg Brunswick	Pres Vice Sec	7141 Skipwith Rd 1325 County Rd 416 Belfield Rd	Skipwith Saxe Lawrenceville	23968 23967 23868	434-372-5430 434-848-4791	madcat@telpage.net
23 New River	Pres Vice Sec	2751 Max Creek Rd 1743 White Rock Rd 2178 Pepper's Ferry Rd	Hiwassee Floyd Christiansburg	24347 24091 24073	276-980-8316 540-763-9663 540-381-9762	chatneuf@swva.net DOSborne2@verizon.net
27 Piedmont	Pres Vice Sec	PO Box 164 353 Towingque Farm Rd 4141 Sprengle Ln	Hanover Hanover Henrico	23069 23069 23228	804-994-2085 804-229-4197 804-264-3570	sissysoftaildr@aol.com
28 Pittsylvania	Pres Vice Sec	270 North Main St 2904 Kentucky Rd 728 Cascade Rd	Chatham Ringgold Cascade	24531 24586 24069	434-432-4019 434-822-8130 434-685-1197	jchaney@hotmail.com kat-robbooth@juno.com cafa1@chatmossable.com
29 Roanoke, Craig Botetourt	Pres Vice Sec	7035 Tinkerdale Rd 2020 Rice Ave 306 Skyview Dr	Roanoke Salem Goodview	24019 24153 24095	540-330-8829 540-387-2725 540-890-4284	sngleblond@aol.com KSBarr@comcast.net JeanOverstreet@aol.com
30 Rockbridge	Pres Vice Sec	88 Crawfords Knob Ln 2723 Airport Rd 448 Goose Creek Rd	Afton Bridgewater Raphine	22920 22812 24472	434-361-2443 540-828-6455 540-348-5889	pcbeard@rockbridge.net
31 Rockingham	Pres Vice Sec	181 Dogwood Dr 4718 Kratzer Rd 36 Oak Lane	Broadway Harrisonburg New Market	22815 22802 22844	540-896-4555 540-833-5139 540-740-8441	susiezzq@hotmail.com
34 Southampton	Pres Vice Sec	2095 Carrsville Hwy 235 Tuggie Eure Rd 22355 W Railroad St	Franklin Eure, NC Newsoms	23851 27935 23874	757-562-2425 252-357-1511 757-654-9317	joyfulnoise37@hotmail.com
35 Southside	Pres Vice Sec	4732 Crab Orchard Rd PO Box 45 1174 Holly Farms Rd	Keysville Saxe Rice	23947 23967 23966	434-736-9608 434-736-8863 434-392-4795	wricolefarms@kinex.net gerbug3@juno.com rstoner@kinex.net

Local elected officers

Local number & name	Officer	Address	City	ZIP	Phone	E-mail
37 Tazewell	Pres Patsy A. Perkins Vice Kim Browning Sec Sherrie Belcher	1007 Shannons Br. Rd 2044 Bearwallow Rd PO Box 295	Cedar Bluff Jewell Ridge Pounding Mill	24609 24622 24637	276-964-2292 276-979-8820 276-971-3373	
38 Tidewater	Pres Deborah Godfrey Vice Michael Gibson Sec Tammy Prevatt	2625 Pine Forest Ln 20 Kincaid Ln PO Box 551	Chesapeake Hampton Windsor	23322 23666 23487	757-421-0078 757-865-0708 757-859-2122	djg23322@yahoo.com tazswmn@hotmail.com
39 Tri-County	Pres Kelly Magalis Vice Jeanette Godlove Sec Richard Grim	102 Buchannan Dr 3023 Oranda Rd 378 Ridings Mill Rd	Stephens City Strasburg Stephens City	22655 22657 22655	540-869-6734 540-465-3815 540-869-4660	magalishoos@verizon.net luv2labs@shentel.net rockgrim@aol.net
40 Washington, Scott	Pres Dave Parker Vice Tiffany West Sec Catherine Morrell	300 El Paso Dr PO Box 73 PO Box 762	Bristol, TN Chilhowie, VA Bluff City, TN	37620 24319 37618	423-764-4065 276-685-2547 423-383-7840	
41 Accomac, Northampton	Pres Sherry A Collins Vice Tonya Major Sec Susan Birch	PO Box 295 PO Box 474 5279 Cedar Dr	Keller Keller Chincoteague	23401 23401 23336	757-787-9923 757-710-6095 757-336-6181	sherrysmile@verizon.net heavy329@yahoo.com smbirch@verizon.net
42 Bristol	Pres Brandon Hughes Vice Bill Greany Sec Angela Gentry	5006 Sinking Creek Hwy 2108 Osborne St. 1640 Egypt Rd	Dungannon Bristol Bluff City, TN	24245 24201 37618	276-467-2375 276-698-4100 423-366-2880	horseaholic32@yahoo.com

Post offices with local stewards (From Page 5)

UNION HALL Tammy Howard 979 Novelty Road Union Hall, Va. 24176 (H) 540-493-5403 (O) 540-576-2012 novelty@earthlink.net	VIRGINIA BEACH Joyce Rouse 1061 Hope Ave. Va. Beach, Va. 23451 (H) 757-630-0769 (O) 757-426-0167 Trouse4@cox.net	WINCHESTER Kathy Miller 126 Locust Tree Lane Front Royal, Va. 22630 (H) 540-660-5631 (O) 540-662-1383 millerkrembarqmail.com	YORKTOWN/GRAFTON Elizabeth Maynard 943 Coach Trail New Port New 23608 (H) 757-875-0207 (O) 757-898-4401 lizrr5@cox.net
VINTON Gloria Overstreet 306 Skyview Road Goodview, Va. 24095 (H) 540-588-0649 (O) 540-345-1495 jeanoverstreet1@aol.com	WARRENTON Lauretta Craig 5187 Ritchie Road Bealeton, Va. 22712 (H) 540-439-4504 (O) 540-347-4526 trudicrag@aol.com	WINDSOR Tammy Prevatt P.O. Box 551 Windsor, Va. 23487 (H) 757-375-2771 (O) 757-242-3658 tamamprevatt@gmail.com	ZUNI Connie Barrett 16495 Barrett Drive Zuni, Va. 23898 (H) 757-377-6848 (O) 757-242-6301

Area stewards, assignments (From Page 3)

WEST POINT Mark Koehler 8231 Founders Mill Gloucester, Va (H) 804-694-5663 (O) 804-843-3181 mekoe@cox.com	Assigned Offices (O) 703-878-2715 va.steward@hotmail.com
Assigned Offices Gainesville-20155 Haymarket-20169 Triangle-22172	Assigned Offices Galax-24333 Fries-24330 Elk Creek-24326 Austinville-24312 Rural Retreat-24368 Marion-24354 Chilhowie-24319 Mouth of Wilson-24363 Independence-24348 Sugar Grove-24375 Trout Dale-24378 Laurel Fork-24352 Ararat-24053
Assigned Offices Providence Forge 23140 New Kent 23124	WOOD LAWN Gary Stamper 566 Hickory Ln. Galax, Va. 24333 (H) 276-233-8539 (O) 276-236-8321 gary.stamper1@gmail.com
WOODBRIDGE Mozeke Slade 35355 Hawks Nest Locust Grove, Va. 22508 (H) 540-423-1280	

2010-11 VARLCA appointed officers



**Legislative
Director/PAC
Chairman**
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1743 White Rock Rd.
Floyd, Va. 24091
Phone: 540-763-9663
chatneuf@swva.net



Chaplain
Dan Jenkins
1153 Desert Road
Reva, Va. 22735
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Carriers' Association**

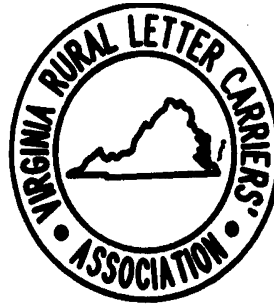
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Grievance (From Page 11)

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.