



November 9, 2000

Steven R. Smith
President
National Rural Letter
Carriers' Association
Fourth Floor
1630 Duke Street
Alexandria, VA 22314-3465

Dear Steve:

With the implementation of the Extension to 1995 USPS-NRLCA National Agreement, several new issues have been brought to our attention. This will confirm our mutual understanding and resolution of the following issues:

- 1. Are there circumstances when management may deny awarding a PTF rural carrier assignment to a bidder because he or she is unable to perform the full duties of the assignment on the effective date of the award?**

Article 30.2.A.3. of the Extension to the 1995-1999 USPS/NRLCA National Agreement provides for filling part-time flexible rural carrier assignments. The parties agree that among the essential core functions of the PTF position are the abilities to case and to carry routes in order to provide relief to two or more regular rural carriers in the office. We anticipate that a carrier's immediate availability to fill the position will be critically important. Therefore, as a general rule, management will award a PTF assignment to a substitute or RCA who is able to perform the full duties of the assignment at the time the vacancy is to be filled or within a reasonable period of time of the effective date of the assignment, except as required by the Rehabilitation Act of 1973.

Under the Rehabilitation Act of 1973, the Postal Service has an obligation to provide reasonable accommodations for employees who are "qualified individuals with disabilities." The Postal Service may be required to give a disabled employee a reasonable accommodation so that the employee is able to perform the essential functions of his or her job. However, the Postal Service is not required to eliminate or modify the essential functions of a job in order to accommodate a disabled employee.

In determining whether a reasonable accommodation is required for an employee who is disabled, the Employer must consider each case separately. Accordingly, a "disabled" employee shall be permitted to bid on a PTF assignment. However, in deciding whether the position should be awarded to that employee, management must consider whether or not the employee would be able to perform the essential functions of the PTF assignment, with or without a reasonable accommodation.

For example, if a disabled employee who is the senior bidder is unable to stand for more than one hour at a time, it may be a reasonable accommodation to provide that employee with an adjustable stool while he or she carries mail. On the other hand, if another employee is unable to perform the essential functions of the PTF position, even with a reasonable accommodation, then that employee may be disqualified.

Under the FMLA, employees returning from approved FMLA leave only have a right to the same or equivalent position that they held prior to taking the leave. However, employees on FMLA leave must also be treated in the same manner as employees who are on other types of leave. For example, since you would award the PTF assignment to the senior bidder who will not return from annual leave for two weeks, the same leeway should be provided to an employee on FMLA leave. However, if the employee on FMLA leave bids for a PTF position and will not be able to perform the full duties of the PTF position within a reasonable period of time of the effective date of the assignment, that employee may be disqualified.

2. Are PTF rural carriers eligible to bid on district-wide PTF postings?

The parties agree that part-time flexible rural carriers are eligible to bid on district-wide postings of part-time flexible rural carrier assignments.

3. Are regular rural carriers assigned to routes that are classified as “H” during the two-week sign-up period for the relief day work list (RDWL), permitted to sign the list?

A rural carrier assigned to an H route is not permitted to sign the relief day work list during the two-week period immediately prior to the beginning of each guarantee period, unless the route will have an assigned relief day effective at the beginning of the guarantee period. An exception also applies to carriers assigned to seasonal routes that are classified as H routes during the two-week sign-up period and will change to J or K routes during the high season. These carriers will be permitted to sign the relief day work list.

4. Article 30.2.G of the National Agreement provides situations where substitutes, RCAs, and RCRs assigned to auxiliary routes may elect or is required to serve those auxiliary routes six days per week. Will the parties allow an exception to the six-day assignment if the auxiliary route is considered “seasonal”?

An auxiliary route is considered “seasonal” if that auxiliary route is created for only a portion of each year (high season) and then eliminated for the remainder of the year as a result of adjustments (low season). The parties agree that the provisions allowing the election of a six-day auxiliary route assignment or the requirement for such assignment in an office that has invoked the formula, creates a problem for the employee and the office when the auxiliary route is considered seasonal. Therefore, we agree that any auxiliary route that meets the definition of a seasonal auxiliary route will be prohibited from becoming a six-day assignment. All substitutes, RCAs, or RCRs who accept the assignment to a seasonal auxiliary route will serve the

auxiliary route and continue to serve as the primary leave replacement to the assigned regular route. This will be applied to all seasonal auxiliary routes, regardless of whether the office has changed relief days of one or more regular routes in accordance with Article 9, Section 2, Subsection C.5.b.

Sincerely,



Andrea B. Wilson
Manager
Contract Administration
(NRLCA/NPMHU)
United States Postal Service

Concurrence:



Steven R. Smith
President
National Rural Letter
Carriers Association