

Mr. Leo J. Root
Director of Labor Relations
National Rural Letter Carriers'
Association
1630 Duke Street, 4th Floor
Alexandria, VA 22314-3465

Re: I91R-4I-C 95030381
CLASS ACTION
ANOKA, NM 55303-9998

Dear Mr. Root:

On several occasions, the most recent being March 27, 1996, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether rural carriers are entitled to an additional time allowance for clearing ice or snow from LLVs.

The Union contends that when the Employer provides a vehicle for the carrier, the vehicle should be maintenance free and ready to use on the route. They contend that if the Employer is requiring the carrier to clear ice or snow from the LLV, the carrier should receive additional compensation.

It is the position of the Postal Service that the carrier is not entitled to any additional compensation for clearing snow or ice from the LLV. Part 535.23h.(1) of the Methods Handbook PO-603, Rural Carrier Duties & Responsibilities provides 24 minutes standard allowance in the route evaluation each week for miscellaneous duties if the route is assigned a USPS vehicle. The duties include the completion of Form 4570, *Vehicle Time Record*; a vehicle safety check (as outlined on Notice 76, *Expanded Vehicle Safety Check*,) daily; and completion of Form 4565, *Vehicle Repair Tag*, if necessary.

It is only reasonable that rural carriers, or any operator clear the snow or ice before operating the vehicle. It is the Postal Service's position that carriers are required to clear snow or ice from the LLV to ensure safe operation of the vehicle. It is part of the duties of operating a vehicle. The allowance provided pursuant to 535.23h.(1) of the PO-603 is sufficient to complete this infrequent requirement.

Article 9.2.C.3.b of the National Agreement states:

"Whenever a carrier represents that certain unusual conditions or special services were not reflected in the latest evaluation, the evaluated time may be adjusted by an appropriate allowance as determined by the Employer. Such additional allowance may be authorized only when the carrier's actual work time exceeds the current evaluated time for the route."

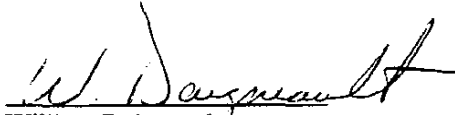
Even if the Union could demonstrate that the duties in question were routine and not currently included in their time allowances; the carriers would still not be entitled to additional compensation based on Article 9.2.C.3.b. The Union has not shown that the carrier's actual work time exceeds the current evaluated time for the route.

It should be noted that the USPS has provided vehicles to some rural carriers since the mid-1970's. These carriers have been required to clear snow or ice from the vehicle since that time. The current time standard for USPS provided vehicles has not changed since 1985.

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

Time limits were extended by mutual consent.

Sincerely,



William Daigneault
Contract Administration
(NALC/NRLCA)
Labor Relations

Date: APR 26 1996