

Jurisdictional cases—city/rural disputes



**Lew
Drass**

The National Rural Letter Carriers' Association (NRLCA) recently took a case to national-level arbitration that involves deliveries assigned to our craft. The case was heard on Nov. 7, 2014. I was hoping to be able to report on the outcome of the hearing, but as of this writing the arbitrator who heard the case has not issued an award.

I am going to use my space this month to try to explain what the case was about. To do that, I will have to go through the history of what has taken place over the last 11 years with respect to jurisdictional issues between the city and rural crafts.

This started in May of 2004, when the NRLCA, USPS and NALC agreed to form the City/Rural Task Force (M-01519). The three parties also agreed to Guideline Principles to Address City/Rural Issues (M-01520) at the same time.

Each party selected representatives who met on a full-time basis to discuss and resolve city/rural jurisdictional cases based upon the principles established in M-01520. The vast majority of the pending city/rural cases were resolved in the first few years. The remaining cases from the older ones are those that are difficult to resolve. I can report that we have come close to agreement with NRLCA on many of the older pending cases since I came to Headquarters in 2011, but nothing worth reporting has been finalized.

So what about the new cases? The three parties agreed to a memorandum of understanding (MOU) that created a process for handling new city/rural jurisdictional disputes (M-01568). This MOU was signed on March 8, 2006, and lasted one year with a clause stating that any party (NRLCA, USPS or NALC) could end the agreement with at least 30 days of notice to the other parties.

The MOU was renewed for another year on March 23, 2007, (M-01606) with the same terms, and again on April 29, 2008, (M-01683). The difference in the last MOU is that it didn't have an expiration date, but included the 30-day exit clause language (which USPS eventually used). During the 2006-2008 period, the number of pending city/rural disputes increased as new cases came in while few cases were resolved.

In a separate development, the Great Recession hit the USPS in 2008. This caused mail volume to decrease significantly and created the need to adjust routes in many locations. The end result was that the NALC and USPS signed two new MOUs on Oct. 22, 2008. The first MOU was called Assignment of City Delivery (M-01694). Many activists refer to this as

the "New Deliveries MOU." The second MOU (M-01695) created our first national joint route adjustment process.

We all know that USPS mistakenly assigned new deliveries to the rural craft on many occasions during the life of M-01694 (Oct. 22, 2008, through Jan. 10, 2013). In some situations, USPS recognized the error and corrected it. NRLCA reported the number of corrected errors to be around 15,000 deliveries at the national-level arbitration hearing.

As I understand it, the issue in the case that was heard on Nov. 7, 2014, was raised by the NRLCA sometime in late 2010 or early 2011.

The NRLCA made it clear at the hearing that they weren't saying we (NALC) didn't have a right to enter into the Assignment of City Delivery MOU (M-01694) with USPS.

NRLCA took the position that the USPS didn't have the right to correct errors in the assignment of new deliveries without their agreement, and the original MOUs (M-01519 and M-01520) described above support their position. NRLCA also asserted that NALC and USPS entered into improper agreements to reassign rural deliveries to our craft. USPS denied this claim at the hearing. NRLCA requested that around 15,000 city deliveries be assigned to the rural craft.

"The real answer is for NRLCA and NALC to resolve our differences in the city/rural committee."

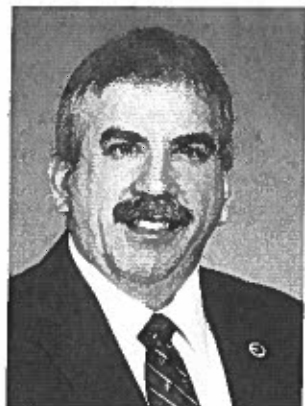
USPS took the position that the arbitrator did not have jurisdiction to hear the case because NALC was not a party to picking the arbitrator. In other words, USPS makes the case that the NRLCA cannot have its cake and eat it, too.

I can report that as far as I know, NRLCA also filed local grievances whenever an error in assignment of new deliveries was corrected and assigned to city delivery. Those cases are either sitting in the city/rural committee or were resolved by NRLCA and the USPS with the deliveries returned to the rural craft. This, of course, causes yet another grievance from us that ends up in the city/rural committee. As you can see, all roads lead to the same place.

This committee has been idle for many months because of this national case. We were really close to seeing some significant movement before the NRLCA decided to go forward with its national case.

Regardless of how this national-level case comes out, the real answer is for NRLCA and NALC to resolve our differences in the city/rural committee. We could have done just that without this national case. We still can. NALC Director of City Delivery Brian Renfro just needs a couple of dancing partners, and we can be on our way.

Jurisdictional disputes



**Lew
Drass**

We usually talk about national-level arbitration hearings that NALC has presented that affect letter carriers, but sometimes national-level arbitration decisions from our sister unions involve our craft, too. I am going to use my space this month to report on two such recent decisions.

The first case, Q10C-4Q-C13106056, was a contract interpretation case presented by the American Postal Workers Union (APWU) in front of National APWU Panel Arbitrator Stephen Goldberg. We attended this two-day hearing as observers, so we did not participate (intervene) in this hearing.

APWU challenged the validity of the NALC/USPS Memorandum of Understanding (MOU) Re: Delivery and Collection of Competitive Prod-

ucts. The entire text of this MOU can be found on page 171 of our 2011-2016 National Agreement. The following language within the MOU gave rise to this dispute:

The collection and delivery of such products which are to be delivered in city delivery territory, whether during or outside of normal business days and hours, shall be assigned to the city letter carrier craft. The Postal Service will schedule available city letter carrier craft employees in order to comply with the previous sentence.

However, the parties recognize that occasionally circumstances may arise where there are no city letter carrier craft employees available. In such circumstances, the Postal Service may assign other employees to deliver such products, but only if such assignment is necessary to meet delivery commitments to our customers.

The parties disagreed on the issue in this case. Arbitrator Goldberg framed the issue as follows:

It is my view that, unless APWU has a valid jurisdictional claim to the delivery and collection of competitive products, the Postal Service does not violate the Agreement by unilaterally assigning that work to NALC. Hence, the core issue, as stated by the Postal Service, is whether the Union has a valid jurisdictional claim to the disputed work?

APWU argued that it had a contractual right to some of the work being created by the expansion of goods and services being offered by the Postal Service. It also argued that much of this work is performed outside of normal working hours and resembles "special delivery messenger" work more than city letter carrier work. The Postal Service argued that APWU had no contractual right to this work. In the end, Arbitrator Goldberg ruled as follows:

The MOU Re Delivery and Collection of Competitive Prod-

ucts, entered into between the Postal Service and the National Association of Letter Carriers, does not infringe upon any jurisdictional rights of the American Postal Workers Union to the delivery and collection of competitive products. Accordingly, the Postal Service did not violate its Agreement with APWU by entering into the MOU.

Arbitrator Goldberg wrote a footnote in his award that stated, in relevant part:

The Postal Service appears to deny that it has assigned either exclusive or primary jurisdiction of the delivery and collection of competitive products to the city letter carrier craft. It states (Brief, p. 28): "The MOU simply creates an obligation to assign a certain segment of new delivery work to city carriers." I find it reasonably clear, however, that the Postal Service has determined that primary jurisdiction over the disputed work lies with the city letter carrier craft.

The second case is Qo6R-4Q-C1-307613, which was a contract interpretation case presented by the National Rural Letter Carriers' Association (NRLCA) before National NRLCA Panel Arbitrator Shyam Das. The issue in this case was again jurisdictional. It involved the NALC/USPS Memorandum of Understanding (MOU) Re: Assignment of City Delivery (Mo1694) that was signed on Oct. 22, 2008. The case was about some new territory the Postal Service assigned to our craft in accordance with our MOU that the rural carriers believed should have been assigned to them. We attended this hearing as observers, so we did not participate in this hearing, either.

Arbitrator Das summed up the issues involved in this case as follows:

The Postal Service agreed at arbitration that the following statement of the issue proposed by the NRLCA (Union) is a fair characterization of the issues raised by the Union in this Step 4 grievance filed on September 16, 2010:

Whether the Postal Service violated the USPS-NRLCA National Agreement—including Postal Service handbooks and manuals and the USPS/NRLCA/NALC Tripartite MOU and Guidelines—by converting or assigning deliveries pursuant to the 2008 USPS-NALC "Assignment of City Delivery" MOU.

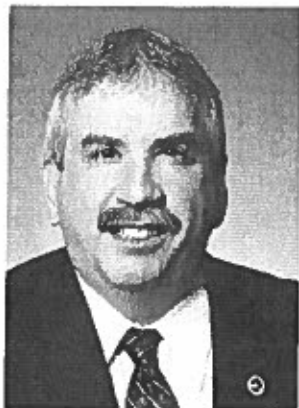
The Postal Service insists, however, that as a national arbitrator under the NRLCA/Postal Service collective bargaining agreement I lack jurisdiction to decide the merits of this grievance.

In the end, Arbitrator Das ruled as follows:

For the foregoing reasons, I conclude that I lack authority as a national arbitrator under the USPS-NRLCA National Agreement to issue a decision resolving the issues submitted in this Step 4 NRLCA grievance and to order the remedies requested by the NRLCA. Accordingly, this grievance is dismissed.

Thus, a barrier that has prevented us from moving forward has been removed. We will go on from here and continue to pursue resolution to our differences with the rural carriers and the Postal Service.

Arbitration report



**Lew
Drass**

We currently have six cases pending at the national level. They are:

- **6X-034-22013489-N:** NALC brought this case to the national level. This case concerns whether the Postal Service may issue discipline to a NALC representative for alleged failure to comply with the provisions of Article 15 while acting as a NALC representative in the dispute-resolution process.
- **Q11N-4QJ-16655901:** USPS brought this case to the national level. This case arose when collection boxes were converted from city delivery to rural delivery. The Postal Service framed the interpretive issue as whether a jurisdictional dispute initiated by NALC that concerns work assigned or being

assigned to rural letter carriers may be appealed to arbitration pursuant to Article 15.4 of the USPS/NALC collective-bargaining agreement.

- **Q06N-4Q-C-12180373:** NALC brought this case to the national level. This interpretive dispute arose from a disagreement over when the Oct. 22, 2008, MOU Re: Assignment of City Delivery expired. The Postal Service took the position that this MOU expired at midnight on Nov. 20, 2011. NALC believes that the Assignment of City Delivery MOU did not expire until the Das Award was issued on Jan. 10, 2013.
- **Q06N-4Q-C-09038600:** NALC brought this case to the national level. This interpretive dispute arose from issues related to implementation of, and compliance with, the Memorandum of Understanding (MOU) Re: Article 32 Committee and the MOU Re: Subcontracting. These MOUs were implemented on Sept. 11, 2007, and placed additional prohibitions on contracting out our work.
- **Q06N-4Q-C-11377406:** NALC brought this case to the national level. This case was a product of a test conducted by USPS, referred to as the caser-streeter program. The test involved restructured city letter carrier assignments—separating a delivery unit's office casing and associated duties from street duties for a six-month period in about 60 sites around the country. The interpretive issue concerning the program is whether the Postal Service may suspend compliance with the National Agreement under the guise of conducting a test. This test was similar, but not identical, to the recent consolidated casing test.
- **Q16N-4Q-C-18169375:** NALC brought this case to the national level. The interpretive issue in this case concerns whether or not the unilaterally created Safety Ambassador Program in its current form creates changes in wages, hours or working conditions that are not fair, reasonable or equitable, and are inconsistent and in conflict with Article 14 of the National Agree-

ment. The Safety Ambassador Program was advertised by the Postal Service as being based on the locally developed Safety Captain Program, which had been in place for many years in offices all over the country. The Safety Captain Program took a peer-on-peer approach to safety awareness. This joint program was built on two principles:

1. NALC chose the safety captains, and
2. No observations made and/or recorded by safety captains could be used for disciplinary purposes.

Unfortunately, the Postal Service failed to adhere to these principles when it created its Safety Ambassador Program, resulting in this case.

This is the fewest number of interpretive disputes we have had pending at the national level during my career.

NALC and USPS have jointly selected National Level Arbitrator Dennis Nolan to hear our national level disputes for the term of our 2019-2023 National Agreement. We have also agreed to accept three dates that Arbitrator Nolan offered for the first half of this year for potential national arbitration dates. We have not agreed on which cases will be scheduled as of the writing of this column.

Regional-level arbitration

When it comes to regional arbitration, the goal of the parties is to have all disputes scheduled for hearing within 120 days of appeal to arbitration. We currently have 3,753 cases pending regional arbitration. Of the pending cases, 2,836 of them are not scheduled for a hearing, with 1,453 of those being older than 120 days from the date of appeal to arbitration.

The lion's share (two-thirds of the pending cases and three-quarters of the current backlog) come from the new West-Pac Area of the Postal Service. Despite the pandemic, much of the rest of the country is meeting the goal of scheduling grievances for hearing within 120 days of appeal to arbitration. It is to be hoped that the parties will be able to use the provisions of the Memorandum of Agreement Re: Arbitration Scheduling Procedure (M-01939) to make some real progress this year toward addressing the current arbitration backlogs that exist around the country.

LMOU impasse arbitration

We are almost at the end of the 2019-2023 local negotiations process. As previously reported, both parties combined appealed 201 LMOU items from 62 cities around the country to impasse arbitration on Aug. 30, 2021. We currently have 78 items in 25 cities that have not been resolved. All of the remaining unresolved LMOU items have either already been heard and are awaiting a decision, or are scheduled for a hearing before the end of March.

I want to take this opportunity to thank all the national business agents, regional administrative assistants, regional grievance assistants and arbitration advocates for your efforts to represent letter carriers in arbitration. Finally, I want to wish all of you and your families a happy new year!



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

JUL 25 1985

Mr. Joseph H. Johnson, Jr.
Director, City Delivery
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: Class Action
Jackson, MS 39205
H1N-3Q-C 25242

Dear Mr. Johnson:

On July 9, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management properly converted city delivery territory to rural delivery.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed, whether the conversion of city delivery territory to rural territory was proper, can only be determined by application of Subchapter 610 and 630, of the Postal Operations Manual, to the specific fact circumstances involved in this case.

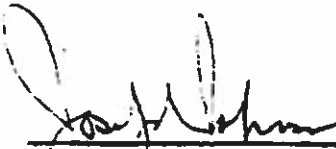
Accordingly, we agreed to remand this case to the parties at Step 3 for further processing including arbitration, if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,


Thomas J. Lang
Labor Relations Department


Joseph H. Johnson, Jr.
Director, City Delivery
National Association of Letter
Carriers, AFL-CIO

Exec. Council

UNITED STATES POSTAL SERVICE

Washington, DC 20230

OUR REF: LRD:DHC:svg

DATE: June 9, 1975

SUBJECT: Transfer of Work from City to Rural Delivery

TO: Regional Directors
Office of Labor Relations

Charles Scialla, Northeast Region
Walter Crowe, Southern Region
Bill Donnelly, Eastern Region
Robert Stevens, Western Region
Charles Van Amburg, Central Region

On November 12, 1974, I wrote to you concerning questions which had arisen as a result of the arbitration award in N-C-4120, Sioux Falls, South Dakota. That award was limited to the facts in that case, but there have been and continue to be instances in which work is transferred from city delivery service to rural service, which are the subject of outstanding NALC grievances.

In an attempt to resolve the basic questions posed by all these cases, Jim Rademacher, NALC President, and I met yesterday with Sylvester Garrett, the arbitrator in N-C-4120. After we discussed all aspects of the problem, and after a thorough analysis of the award in N-C-4120, a basic premise emerged to the effect that no significant amount of work that has traditionally been performed by city letter carriers may be transferred to rural carriers (absent a material change in the nature of the work) except through the provisions of Article VII, Section 2.A. This same theory, of course, formed the basis for Garrett's decision in the recent West Coast Clerk-Mail Handler arbitration.

The obligations under Article VII, 2.A. are somewhat different in the 1971 and 1973 Agreements, but each Agreement requires certain specific steps to be taken before a combination job may be created, and therefore before work may be transferred from city carriers to rural carriers. In none of the outstanding cases was there any attempt to follow these steps properly. Service improvements, efficiency, or cost are, under the Agreement, not legitimate factors for consideration in making determinations of this nature.

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It is impossible to spell out with any degree of specificity the definitions of such words as "significant", "traditionally", and "material". Suffice it to say that good judgment should be used, and each case must be handled individually on its own merits, in accordance with the general principles set forth in the second paragraph. A list of outstanding cases for your region, if any, is attached. Please take the necessary action to dispose of these cases in accordance with this memorandum.

We have several cases in which a substantial number of stops which had traditionally been performed by city carriers were transferred to rural carriers. These actions, it is now evident, were improper and steps should be taken, as soon as practicable, to transfer the stops involved back to city delivery. No back pay obligation whatsoever is involved.

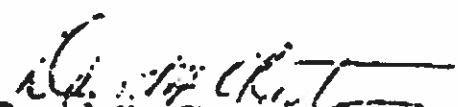
There are several cases in which trailer courts had been formerly delivered as one stop by a city carrier, and when delivery was extended to individual trailers, the work was given to a rural carrier. The work involved in such cases was essentially new work, never performed in the past by city carriers, and thus if management's determination to use a rural carrier was operationally reasonable it may remain in effect, and no changes are now required. In such a case, the one stop lost by the city carrier is not considered "significant".

The application of the general principles set forth in the second paragraph must be carefully observed in assessing problems raised in the future by overlapping delivery areas. An important principle to keep in mind in this connection is that there is not necessarily any correlation between municipal boundaries and city delivery service boundaries. More specifically, just because certain stops are inside a city boundary, they are not per se the appropriate work of city carriers.

Although the Agreement does not specifically address the subject, I believe that if changes from city to rural service appear operationally advisable, for example to square off boundaries for scheme simplification purposes, such changes may be accomplished through exchanges of territory provided there is no significant net transfer of stops from city carriers to rural carriers, and also provided that both the NALC and NLRCA locals agree to the changes.

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Finally, I must reemphasize that neither the award in N-C-4120, nor my discussions with Messrs. Carrett and Rademacher yesterday, involved the conversion of territory from rural to city service, and thus USPS policy remains undisturbed on that subject.


David H. Charters, Director
Office of Grievance Procedures
Labor Relations Department

cc: James Braughton
Joel Trosch
Regional Directors, Delivery Division, All Regions

Southern NBS 3995 - Houston, Tex

Western NBW 26 - Pocatello, Idaho

Central NBC-70 - Detroit Lakes, Minn.

NBC-389 - Vermillion, S. D.

NC-4616 - Fargo, N. D.



M-00613

RECEIVED
DEC 28 1975

SENIOR ASSISTANT POSTMASTER GENERAL
EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

WASHINGTON REGION
N. A. L. C.

August 27, 1973

MEMORANDUM TO: Assistant Regional Postmasters General
for Employee and Labor Relations

SUBJECT: Rural Carrier Items

In addition to the recent Rural Carrier settlement, as set forth in Article XLII of the 1973 National Agreement, the following understandings were reached. Please take the necessary action to inform all District and Sectional Center Managers of these items so as to insure compliance with USPS policy:

A. As a general rule, conversions from rural to city delivery shall be considered only to:

1. Provide relief for overburdened rural routes when all other alternatives are impractical.
2. Establish clear-cut boundaries between rural and city delivery territory and eliminate overlapping and commingling of service.
3. Provide adequate service to highly industrial areas or apartment house complexes on rural routes.

Areas considered for conversion must meet all the basic requirements for an extension of city delivery and must be contiguous to existing city delivery service. However, the fact that a given area is fully developed and adjacent to city delivery does not, of itself, constitute sufficient justification for conversion.

-2-

- B. Post offices must insure that the maximum practicable privacy and security is afforded rural carrier salary checks. Such checks are not to be left on rural carrier cases when the carrier is out of the office.
- C. At offices designated for Cost Ascertainment Surveys, counting of mail shall be done in accordance with the provisions of the F-35 Handbook.


Darrell F. Brown

22 ingrowth. That area presently located within present delivery boundaries. The preparation of Form 697, *Extension of City or Village Delivery Service*, is not required for additional deliveries added because of ingrowth. These new deliveries are to be recorded on Form 1621.

142.3 Action After Approval

When requests for extensions of city delivery are approved and with the return of Form 697 from the designated authority, the manager must:

- a. Determine which route will serve the area.
- b. Determine if adjustment to the route is necessary. (Where the extension provides delivery to only a few new stops, the time involved can be absorbed by the carrier without any adjustments.)
- c. When adjustment is necessary, make it promptly if it can be made without a special inspection, using the following formula:

(1) Divide average office time (Form 1840) of route which will serve extension by the total number of deliveries on the route to obtain the minutes office time used per delivery.

(2) Divide average street time (Form 1840) of route serving the extension after deducting the "to" and "from" route travel time by the total number of deliveries on the route to obtain the minutes street time used per delivery.

(3) Multiply the number of deliveries in the extension by the minutes per delivery for office and street time to obtain the estimated total time of the extension.

(4) When adjusting between routes, compute each route office and street time separately, considering also street time shown on Form 3999, if applicable. When adjustments are made without inspection, the adjustments must be fully discussed with the carrier.

d. Make special route inspection when adjustments cannot be made as suggested in 142.3c.

e. Since it has been established that the cost of rural service is generally less than city delivery service and

rural carriers provide special services, generally make extensions of service on rural rather than city routes where feasible.

f. When determined that rural delivery service will be provided, follow the regional instructions for extensions of rural delivery. Keep in mind that extensions of rural service must be effective on the first day of a pay period and that approved Forms 4003, *Official Rural Route Description*, should be submitted to the respective Postal Data Center 1 week prior to effective date.

143 STATIC ROUTES

143.1 Description

Static routes are those letter-delivery routes serving areas where delivery conditions remain constant year after year, and require little, if any, adjustment to maintain proper workload. Annual mail count and inspections are not required for these routes.

143.2 Selection

Where conditions remain constant, the daily workload of the carrier does not fluctuate to any appreciable degree, and carrier performance and efficiency stay within acceptable limits a route may be considered static. Consider the following specifics also, which are not all inclusive, in designating routes as static:

- a. Physical change in delivery area is not anticipated.
- b. Transportation to and from route will not be changed.
- c. Relocation of delivery unit is not planned.
- d. Required hours on route have been constant and any adjustment in the past year was due to needed adjustment on other routes.
- e. Deliveries have been substantially unchanged.
- f. The route has been served by the same carrier long enough to make possible an accurate determination of its static features.
- g. The unit manager is satisfied with the degree of carrier efficiency on the route.

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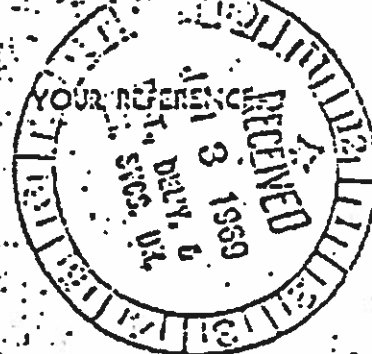
POST OFFICE DEPARTMENT

SUBJECT: Relief for Overburdened Rural Routes

DATE: December 30,

FROM: Distribution and Delivery Division
Bureau of Operations

TO: ALL REGIONAL DIRECTORS

IN REPLY
REFER TO: DS:JE:fb 2.0

12/30/66
one

The following supplements and updates instructions issued in February 1966 regarding relief for overburdened rural routes.

I. Definition

- A. A rural route is considered overburdened when the evaluated weekly time exceeds 58 hours as hours over 58 are not compensated by carrier salary or carrier salary plus relief time.
- B. Where the actual carrier time used is well below 58 hours then the route need not be afforded immediate relief. For example: A route evaluates at 60 hours but the actual time used is only 50 hours. The 48K classification of this route adequately compensates the carrier for the actual hours worked and this route need not receive priority in being afforded relief.
- C. In smaller offices where late mail receipts and/or early closing dispatches restrict the workday it may be necessary to afford a route relief when the evaluation is under 58 hours.
- D. In rapidly growing areas relief should be afforded routes to prevent them from becoming overburdened.
- E. In providing relief to one or more overburdened routes at an office it may be necessary to adjust other routes which are not overburdened.

II. Action

The Chief, Distribution, Delivery and Vehicle Services Branch, is responsible for seeing that relief is provided promptly to overburdened rural routes. Priority must be given to those offices where the service is impaired due to the workload of the route or

where the carrier is required to work excessive hours.

III. Methods

M-00613

- A. Establish additional regular routes (exhibit #1)
- B. Establish auxiliary rural routes (exhibit #2)
- C. Transfer territory to city delivery (exhibit #3)
- D. Transfer territory to lighter rural routes (exhibit #4)
- E. Provide temporary auxiliary assistance (exhibit #5)

IV. Procedure

- A. Review the route tabulation listing of the most recent evaluation to determine the offices where relief is necessary. Establish a priority list.
- B. The responsibility for providing relief rests with the postmaster so he should be advised to formulate a plan. Larger offices should be able to finalize the case and field observations by regional personnel in these instances should not be necessary.
- C. If it is certain that local management cannot resolve the relief problem a Regional staff member or Postal Service Officer should be assigned to assist local management.
- D. In formulating proposals look to the future and attempt to provide permanent relief so that further relief is not required within a short time.

Generally it is desirable to retain heavy duty routes at heavy duty compensation between 42 and 44 pay hours; however, in some cases this may not be practical. There is no prohibition against reducing a route below 42 hours per week.

- F. When considering rural route relief at an office every attempt should be made to eliminate relief days.
- G. When proposing a change on a route the rural carrier affected should be consulted and given an opportunity to comment or submit a written statement.

M. L. Shover
M. L. Shover
Director



OPERATIONS GROUP
Washington, DC 20262

May 18, 1976

MEMORANDUM TO: General Manager
Delivery Division
All Regions

SUBJECT: Conversions from Rural to City Delivery

During negotiations relative to the 1973 National Agreement, management agreed to issue a statement covering the general practice involving conversions from rural to city delivery. That statement was issued in a memo by the Director, Delivery Services Department, dated September 17, 1973.

This statement was reaffirmed by management during the 1975 negotiations; and, as agreed, is reissued as follows:

As a general rule, conversions from rural to city delivery shall be considered only to:

1. Provide relief for overburdened rural routes when all other alternatives are impractical.
2. Establish clear cut boundaries between rural and city delivery territory and eliminate overlapping and commingling of service.
3. Provide adequate service to highly industrial areas or apartment house complexes on rural routes.

Areas considered for conversion must meet all the basic requirements for an extension of city delivery and must be contiguous to existing city delivery service. However, the fact that a given area is fully developed and adjacent to city delivery does not, of itself, constitute sufficient justification for conversion.

Please take the necessary action to see that field managers are reminded of this position.


James R. Brinkton
Assistant Postmaster General
Delivery Services Department

cc: Mr. Gilden, APMS, Labor Relations Department

National Association of Letter Carriers

100 Indiana Ave., N.W.
Washington, D.C. 20001

Memorandum

Telephone:
(202) 393-4695

December 1, 1978

From the Desk of J. JOSEPH VACCA

ALL NATIONAL OFFICERS

To:

NEW USPS MEMORANDUM REGARDING CONVERSION OF

Subject:


RURAL TO CITY DELIVERY

Dear Colleagues:

Enclosed is a copy of a Memorandum to All Regional PMG's from Mr. E. V. Dorsey, Senior Assistant Postmaster General, Operations Group, USPS, concerning the criteria that will be used under the 1978 National Agreement with the Rural Letter Carriers for conversion of rural territory to city delivery. That Memorandum is similar to previous ones issued in 1973 and 1976 regarding that subject, with one notable exception. That exception is item no. 4 on the first page of that Memorandum, which provides that conversions will be made from rural to city delivery service where such will be "more cost effective". As noted, Regional review is required when cost is the basis for such conversion. Hopefully, that new cost criteria will result in more conversions of rural to city territory in the future.

With best personal wishes, I remain,

Sincerely and fraternally,

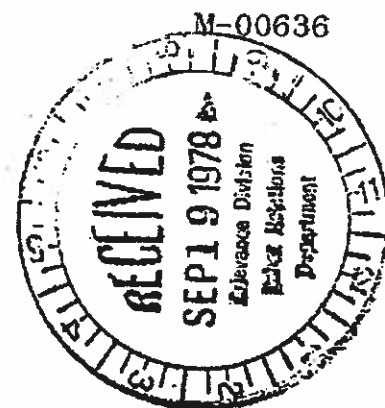

J. Joseph Vacca
President

JJV:br
opeiu #2

cc: John Miller

9-10
Mike Harrison
F-9 I.
J

SEP 15 1978



MEMORANDUM TO: All Regional Postmasters General
SUBJECT: Conversions from Rural to City Delivery

During negotiations relative to both the 1973 and 1975 National Agreements, management agreed to issue a statement covering the general practice involving conversions from rural to city delivery. Accordingly, a statement was issued in memos dated September 1973 and May 18, 1976, respectively.

That statement, but with an addition, was reaffirmed by management during the 1978 negotiations and, as agreed, is issued as follows:

As a general rule, conversions from rural to city delivery shall be considered only to:

1. Provide relief for overburdened rural routes when all other alternatives are impractical.
2. Establish clear cut boundaries between rural and city delivery territory and eliminate overlapping and commingling of service. }
3. Provide adequate service to highly industrial areas or apartment house complexes on rural routes.
4. Provide service to areas where city delivery service will be more cost effective. Regional review is required when cost is the basis for conversion.

Areas considered for conversion must meet all the basic requirements for an extension of city delivery and must be

-2-

contiguous to existing city delivery service. However, the fact that a given area is fully developed and adjacent to city delivery does not, of itself, constitute sufficient justification for conversion.

Please take the necessary action to see that field managers are advised of this position.

(SIGNED) E. V. DORSEY

E. V. Dorsey
Senior Assistant Postmaster General
Operations Group

bcc: James C. Gildea, APMG
Labor Relations Department

RECEIVED

MAY 9 2003

CONTRACT ADMINISTRATION UNIT
N.A.L.C. WASHINGTON, D.C.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

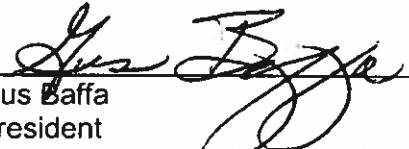
Re: City v. Rural Delivery

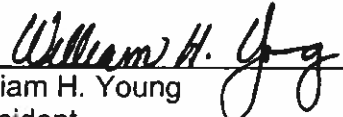
The parties recognize that there are a number of disputes pending at various steps of the grievance procedures regarding city v. rural delivery. Recently, the parties resolved case S1N-3P-C 41285 at the national level. That case dealt with the conversion of deliveries previously served by city letter carriers to rural delivery.

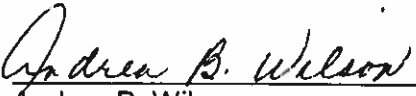
In an effort to resolve these and other work jurisdiction disputes between city and rural delivery, the parties have agreed to establish guidelines based on agreed upon principles. The parties also agree to establish a process to apply these guidelines to resolve the backlog of city/rural grievances and to significantly reduce, if not eliminate, future jurisdictional disputes regarding city/rural delivery. The national parties will convene within (60) days to establish guidelines and a process to facilitate resolution of outstanding grievances. A report will be issued not later than six months from the date this memorandum is signed.

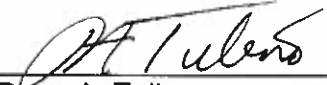
The task force will be comprised of two members from the NALC, two members from the NRLCA, and two members from the Postal Service. The Task Force will report to the NALC President, NRLCA President and the Postal Service Vice President, Labor Relations, or designees.

This agreement is made without precedent or prejudice to any parties' position, and may not be cited by any party in any forum, except for the enforcement of this memorandum.


Gus Baffa
President
National Rural Letter Carriers'
Association


William H. Young
President
National Association of Letter
Carriers, AFL-CIO


Andrea B. Wilson
Manager
Contract Administration (NRLCA/NPMHU)
U. S. Postal Service


Doug A. Tulino
Manager
Labor Relations Policies and Programs
U. S. Postal Service

5/9/03
Date

RECEIVED

MAY 9 2003

M-01484

LABOR RELATIONS

CONTRACT ADMINISTRATION UNIT
N.A.L.C. WASHINGTON, D.C.



**UNITED STATES
POSTAL SERVICE**

Gus Baffa
President
National Rural Letter Carriers'
Association
1630 Duke Street, Fourth Floor
Alexandria, VA 22314-3465

William H. Young
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2144

Re: S1N-3P-C 41285
Jurisdictional Dispute
Cary, NC
Remedy Phase

Dear Messrs. Young and Baffa:

Pursuant to the arbitration award in national level case number S1N-3P-C 41285 (jurisdictional dispute-remedy phase) the parties have resolved all outstanding issues resulting from that decision as follows:

The Cary territory and deliveries of this settlement are bordered by US Highway 64 (inclusive) to the north, Cary Parkway (inclusive) to the west and south, and Holly Springs Road/Jones Franklin Road/I-40 (inclusive) to the east.

Within these boundaries, the parties agree that the area that is both east of Cary Parkway (east side of Cary Parkway inclusive), and north of Tryon Rd (north side of Tryon Road inclusive), will be assigned to City Letter Carriers, and that area that is south of Tryon Road (south side of Tryon Road inclusive) and east and north of Cary Parkway (inclusive), and west of Holly Springs Road (non-inclusive) will be assigned to Rural Carriers.

As a result of this settlement, effective August 9, 2003, all rural deliveries that are south of Highway 64 (inclusive), east of Cary Parkway (east side of Cary Parkway inclusive), and north of Tryon Road (north side of Tryon Road inclusive) will be converted to City Delivery (approximately 1100 deliveries), and all city deliveries that are south of Tryon Road, east and north of Cary Parkway, and west of Holly Springs Road (non-inclusive) will be converted to Rural Delivery (approximately 50 deliveries).


The parties further agree that these territorial boundaries and the conversion of these deliveries also resolve all other currently outstanding grievances filed by the NALC or NRLCA regarding city-rural jurisdictional issues in Cary, NC.

Please sign and return the enclosed copy of this decision as acknowledgment of your agreement to the terms of this settlement.

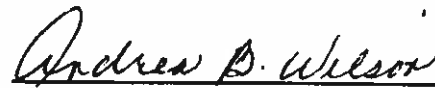
Time limits were extended by mutual consent.



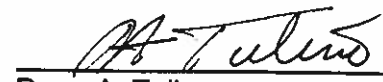
Gus Baffa
President
National Rural Letter Carriers'
Association



William H. Young
President
National Association of Letter
Carriers, AFL-CIO



Andrea B. Wilson
Manager
Contract Administration NRLCA/NPMHU
U.S. Postal Service



Doug A. Tulino
Manager
Labor Relations Policies and Programs
U.S. Postal Service

5/9/03

Date

**UNITED STATES POSTAL SERVICE
NATIONAL ASSOCIATION OF LETTER CARRIERS
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION
NATIONAL JOINT CITY/RURAL TASK FORCE**

CITY/RURAL PROCESS AGREEMENT

Pursuant to the attached Memorandum of Understanding dated May 9, 2003, the National Joint City/Rural Task Force has developed the following process and guidelines to review all outstanding city/rural issues in the grievance procedures:

- 1) The task force members will establish committees to review all outstanding city/rural cases. The task force will determine the number of committees needed. Each committee will be comprised of one representative each from the USPS, NALC, and NRLCA.
- 2) The task force will determine which cases are sent to each committee. Each committee will be expected to resolve the assigned cases consistent with the attached 'Guideline Principles'. The committees are authorized to obtain additional information from the local office, if necessary, for the complete development of a file.
- 3) Decisions of the committee are final and binding on all parties, and will be forwarded to the task force members for processing at the national level. If necessary, the task force will establish a process to address unresolved issues, including tripartite arbitration for any interpretive issues.
- 4) Committee members will serve on a no loss, no gain basis. Travel expenses associated with the committee work will be the responsibility of the respective parties. The Postal Service will provide all the resources necessary (office space, phones, fax, copiers, furniture, computers, internet, office supplies, etc.) for the committee members to carry out their mission.



Dale A. Holton, President
National Rural Letter Carriers' Association



William H. Young, President
National Association of Letter Carriers



Andrea B. Wilson, Manager
Contract Administration NRLCA/NPMHU
U.S. Postal Service



Doug A. Tulino, Manager
Labor Relations Policies and Programs
U.S. Postal Service

Date 5-4-04

Attachment

**UNITED STATES POSTAL SERVICE
NATIONAL ASSOCIATION OF LETTER CARRIERS
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION
NATIONAL JOINT CITY/RURAL TASK FORCE**

GUIDELINE PRINCIPLES TO ADDRESS CITY/RURAL ISSUES

1. *Claims that rural delivery should be converted to city delivery because it has characteristics of city carrier work:*

Arbitrators Mittenthal and Zumas state, in pertinent part, in case #H7N-NA-C-42, on pages 50 through 53:

"Under the POM regulations, Management may 'consider' conversion from rural to city delivery when any of the matters set forth in Section 611.321 are present. Such 'consider[ation]' may well be prompted, for instance, by a rural route with 'highly industrialized areas' or a rural route with 'apartment house complexes.' Nowhere does the POM state what the outcome of that 'consider[ation]' should be. The plain implication is that Management is free to make whatever decision it wishes. It may choose to convert from rural to city delivery; it may choose not to. Nothing in the POM requires Management to convert. A careful reading of the POM clearly shows that Management is to have a large measure of discretion on this subject."

"More importantly, 611.322 anticipated the very problem that arose in this case. It states that 'the fact that a given area is fully developed and adjacent to city delivery does not, of itself, constitute sufficient justification for conversion.' Once a rural area is 'fully developed', it will ordinarily resemble suburbia. For the rural carriers in such an area, that will mean more shorter routes, more dismounts, and more deliveries to office and apartment buildings. This is exactly what has happened over the years in Oakton/Vienna. These conditions, however, do not demand conversion from rural to city delivery. Management may choose to effect a conversion if it wishes."

"The point is that the 'established practice' in Oakton/Vienna has been to assign the work on the disputed routes to rural carriers. And it is that 'practice' which should prevail in this case. The evolution of rural carrier work in this area has been so gradual over so many years that we cannot find, on the record before us, that the 'established practice' no longer has persuasive force."

Therefore, the parties agree that pursuant to the above national arbitration award, the fact that work done by rural carriers has gradually evolved into all the characteristics of city carrier work does not require management to transfer the work to city carriers. (The provisions of POM 611.321 cited in the award are now found in POM 654.21)

2. *Claims that established rural delivery was improperly converted to city delivery:*

As cited in the case #H7N-NA-C-42 (Mittenthal and Zumas), management may consider conversion from rural to city delivery when any of the matters set forth in POM Section 611.321 are present, and management has a large measure of discretion on this subject. These provisions are now found in POM Section 654.21 as follows:

"The fact that a given area is fully developed and/or adjacent to city delivery service does not, of itself, constitute sufficient justification for conversion."

- 2 -

As a general rule, conversions from rural to city delivery shall be considered only for the following reasons:

- a. To provide relief for overburdened rural routes when all other alternatives are impractical.
- b. To establish clear-cut boundaries between rural and city delivery territory and eliminate overlapping and commingling of service.
- c. To provide adequate service to highly industrial areas or apartment house complexes on rural routes.
- d. To provide service to areas where city delivery service will be more cost effective.

Note: An area review is required when cost is the basis for conversion."

The POM Section 654.22 states:

"Areas considered for conversion from rural delivery service to city delivery service must:

- a. Meet all the requirements for extension of city delivery service (see 642).
- b. Be contiguous to existing city delivery service."

Section 654.23 provides other guidelines when considering conversion of rural delivery service.

Therefore, the parties agree that established rural delivery may be converted to city delivery pursuant to the appropriate provisions of the POM.

3. *Claims that established city delivery was improperly converted to rural delivery:*

In case #W4N-5H-C 40995/S1N-3P-C-41285, Arbitrator Nolan held that the Postal Service may not unilaterally shift a sizeable number of deliveries from city delivery service to rural delivery service. Further, he held that some minor adjustments are too small to rise to the level of a contract breach such as moving a few deliveries for some legitimate operational reason, without having a significant impact on the number of jobs or amount of income available to members of the losing craft. He stated, "Wherever the exact line between 'a few' and 'a sizeable number' of deliveries might fall, the 136 converted deliveries in Cary amount to more than 'a few'....The relevant number for the purpose of this classification is the total number of deliveries converted from one craft to another, not the net figure."

Additionally, Arbitrator Nolan referenced two exceptions; where work has changed to such an extent that the established practice can no longer be said to have persuasive force; or where conversion is made to satisfy the provisions of Article 7.2.A. The parties agree that Arbitrator Nolan's reference to conversions pursuant to either Article 7.2.A. or to a change in the nature of work is currently not applicable. Nevertheless, should collective bargaining agreements and/or duties of city or rural carriers change in the future, Arbitrator Nolan's award may be cited to support conversions consistent with his analysis.

Therefore, the parties agree that beyond the 'few' deliveries as described above, the Postal Service may not convert deliveries from city delivery service to rural delivery service absent

- 3 -

agreement with the NALC. This is applicable even where territory is annexed to a different municipality and the corresponding deliveries are transferred to the neighboring post office.

4. Other jurisdictional boundary claims including assignment of new deliveries:

The parties agree that the following factors should be considered and applied when relevant, to resolve jurisdictional/boundary disputes, including the assignment of new deliveries:

- a. Is there a boundary agreement that has been agreed to by all three parties?
- b. Are there co-mingling and/or squaring off issues?
- c. Does the situation involve in-growth?
- d. Are delivery assignments consistent with POM regulations?

However, the parties at this time are unable to reach complete agreement on other jurisdictional boundary claims including assignment of new deliveries.

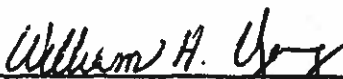
Arbitrator Nolan stated in case #S1N-3P-C-41285, "The Postal Service has broad discretion when assigning new deliveries, but that discretion is not unlimited." The parties are not in agreement regarding application of this cite to the assignment of new deliveries.

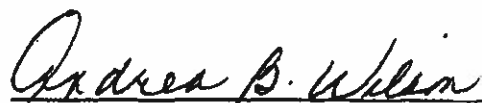
In case #H7N-NA-C-42, Arbitrators Mittenthal and Zumas accepted Arbitrator Garrett's concept in case #N-C-4120 that held that the jurisdiction of a craft "can only be found in established practice in each given Post Office in assigning work to one or the other of the craft bargaining units". Arbitrators Mittenthal and Zumas further state that they "accept this concept because, given the maturity that characterizes the collective bargaining relationships of these parties, the customary way of doing things is the most realistic guide to jurisdiction". The parties are not in agreement regarding application of this cite to the assignment of new deliveries.

While the parties are not in agreement regarding application of these cites to the assignment of new deliveries, the parties do agree that this does not preclude resolution of new delivery disputes involving these two issues on a case by case basis.

5. The task force will address any issues that may remain after review of the outstanding cases.


Dale A. Holton, President
National Rural Letter Carriers' Association


William H. Young, President
National Association of Letter Carriers


Andrea B. Wilson, Manager
Contract Administration NRLCA/NPMHU
U.S. Postal Service


Doug A. Tulino, Manager
Labor Relations Policies and Programs
U.S. Postal Service

Date: 5-4-04

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

Re: City v. Rural Delivery

In an effort to facilitate the processing of future city/rural disputes, the parties agree that new disputes involving the assignment or conversion of city or rural deliveries will be handled in the following manner:

If a grievance concerning the assignment or conversion of city and/or rural deliveries is filed, the representatives at the initial step will complete the joint grievance form and document the file. If the parties propose to settle the grievance at Step 1 or Step 2 (USPS/NRLCA Agreement) or Step A (USPS/NALC Agreement) in a manner which would result in the reassignment of deliveries or the assignment of future deliveries, such settlement will require agreement by authorized representatives of the NALC, the NRLCA and the Postal Service. If the grievance is not settled, and appealed to Step B (USPS/NALC) or Step 3 (USPS/NRLCA), the representatives at that Step will:

1. Ensure that the grievance file is properly developed and documented.
2. Prepare a written joint recommendation regarding their proposed adjudication of the grievance, i.e., resolve, withdraw, impasse, and the reasoning for their respective positions. These proposed recommendations will not be cited in the case at issue or any other case, should the grievance proceed to arbitration.
3. Forward the joint grievance file and supporting documentation with color coded maps, along with the written recommendation to the appropriate union and management offices below for review and adjudication by the national city/rural committee.

NALC Cases

NALC – Director of City Delivery
100 Indiana Avenue N.W.
Washington, DC 20001-2144

and

USPS – City/Rural Committee
Labor Relations
475 L'Enfant Plaza S.W., Room 9126
Washington, DC 20260-4101

NRLCA Cases


NRLCA – Director of Labor Relations
1630 Duke Street, 4th Floor
Alexandria, VA 22314-3465

and

USPS – City/Rural Committee
Labor Relations
475 L'Enfant Plaza S.W., Room 9126
Washington, DC 20260-4101

- 2 -

The parties agree that nothing in this memorandum adds to or detracts from the management or union rights as found in their respective National Agreements. Any party to this memorandum may unilaterally end this procedure for handling jurisdictional disputes with 30 days notice to the other parties. Absent such action, this memorandum will expire one year from the date signed if its duration is not extended by agreement of the parties.



Donnie Pitts, President
National Rural Letter Carriers'
Association



William H. Young, President
National Association of Letter Carriers
AFL/CIO



William Daignault, Manager,
Contract Administration (NRLCA)
United States Postal Service



A.J. Johnson, Manager
Labor Relations Policy and Programs
United States Postal Service

Date: 3/8/2006

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

Re: Renewed City v. Rural Delivery MOU

In an effort to continue to facilitate the processing of future city/rural disputes, the parties agree to renew the March 8, 2006 City v. Rural Delivery MOU that requires new disputes involving the assignment or conversion of city or rural deliveries to be handled in the following manner:

If a grievance concerning the assignment or conversion of city and/or rural deliveries is filed, the representatives at the initial step will complete the joint grievance form and document the file. If the parties propose to settle the grievance at Step 1 or Step 2 (USPS/NRLCA Agreement) or Step A (USPS/NALC Agreement) in a manner which would result in the reassignment of deliveries or the assignment of future deliveries, such settlement will require agreement by authorized representatives of the NALC, the NRLCA and the Postal Service. If the grievance is not settled, and appealed to Step B (USPS/NALC) or Step 3 (USPS/NRLCA), the representatives at that Step will:

1. Ensure that the grievance file is properly developed and documented.
2. Prepare a written joint recommendation regarding their proposed adjudication of the grievance, i.e., resolve, withdraw, impasse, and the reasoning for their respective positions. These proposed recommendations will not be cited in the case at issue or any other case, should the grievance proceed to arbitration.
3. Forward the joint grievance file and supporting documentation with color coded maps, along with the written recommendation to the appropriate union and management offices below for review and adjudication by the national city/rural committee.

NALC Cases

NALC – Director of City Delivery
100 Indiana Avenue N.W.
Washington, DC 20001-2144

and

USPS – City/Rural Committee
Labor Relations
475 L'Enfant Plaza S.W., Room 9126
Washington, DC 20260-4101

NRLCA Cases

NRLCA – Director of Labor Relations
1630 Duke Street, 4th Floor
Alexandria, VA 22314-3465

and

USPS – City/Rural Committee
Labor Relations
475 L'Enfant Plaza S.W., Room 9126
Washington, DC 20260-4101

- 2 -

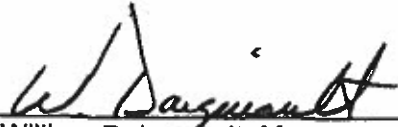
The parties agree that nothing in this memorandum adds to or detracts from the management or union rights as found in their respective National Agreements. Any party to this memorandum may unilaterally end this procedure for handling jurisdictional disputes with 30 days notice to the other parties. Absent such action, this memorandum will expire one year from the date signed if its duration is not extended by agreement of the parties.



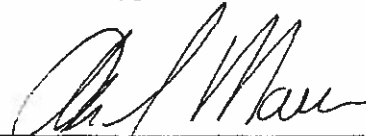
Donnie Pitts, President
National Rural Letter Carriers'
Association



William H. Young, President
National Association of Letter Carriers
AFL/CIO



William Daigneault, Manager,
Contract Administration (NRLCA)
United States Postal Service



Alan S. Moore, Acting Manager
Labor Relations Policy and Programs
United States Postal Service

Date: 3/23/2007

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO**

Re: Assignment of City Delivery

The parties agree to the following regarding assignment of city delivery.


- The Memorandum of Understanding Re: *Subcontracting*, dated September 11, 2007, continues in full force and effect.
- The six-month moratorium referenced in the September 11, 2007 Memorandum of Understanding Re: *Article 32 Committee*, is continued for the remainder of the term of the 2006 National Agreement.
- In city only delivery offices with highway contract delivery, all new growth will be assigned to the city carrier craft, except for in-growth on existing highway contract delivery routes.
- Disputes over whether an existing contract route is CDS or highway contract will be resolved by the Article 32 Committee, established pursuant to the September 11, 2007 Memorandum of Understanding, Re: *Article 32 Committee*.

In offices with both city and rural delivery, new deliveries will be assigned in keeping with the following:

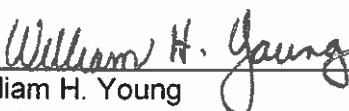
- Growth will be assigned in accordance with boundaries that have been established by agreement of the Postal Service, National Association of Letter Carriers, and National Rural Letter Carriers' Association.
- Absent such agreement, the city letter carrier craft will be assigned all new growth (i.e., new deliveries that are not in-growth on an existing route assigned to another form of delivery), subject to the following. The Postal Service may assign new growth to another form of delivery only if assigning the work to the city letter carrier craft would result in inefficiencies. In such case, the appropriate NALC National Business Agent must be provided notice. If the union disagrees with such assignment, the National Business Agent may directly refer the matter to a national-level task force. This task force will consist of two members appointed by the Postal Service Vice President, Labor Relations, and two members appointed by the President of the NALC. The task force will promptly determine whether assignment of such deliveries to the city letter carrier craft will result in inefficiencies.

The parties recognize and agree that this agreement does not alter or amend the terms of the September 11, 2007, Memorandum of Understanding Re: *Subcontracting MOU Issues* and that the provisions of that MOU apply to this agreement. As such, the duration of this agreement is limited to the remainder of the contract term in accordance with the provisions of that MOU.

However, the duration of this agreement is also subject to the parties' implementation of the October 22, 2008, Memorandum of Understanding, Re: *Interim Alternate Route Adjustment Process*. Therefore, if the Postal Service continues to experience mail volume declines so as to invoke the fifth paragraph of that MOU, and the parties are unable to agree to a new process or use again the process described in that MOU by June 30, 2009 or June 30, 2010, this agreement shall terminate and be of no effect.



Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service



William H. Young
President
National Association of
Letter Carriers, (AFL-CIO)

October 22, 2008

LABOR RELATIONS



Mr. Fredric V. Rolando
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2144

Re: Q06N-4Q-C 09012746
Class Action
Washington DC 20260

Dear Fred:

Recently, our representatives met in prearbitration discussions on the above-captioned case.

After reviewing this matter, we mutually agree to resolve this case based on the following understanding:

While we agree that Step B resolutions must normally be complied with, the parties recognize that there are limited circumstances where a Step B settlement may be invalid (e.g. where a Step B resolution is based on fraud, misrepresentation, intentional concealment of facts, or mutual misunderstanding). Where the parties have a dispute as to whether a Step B settlement is invalid, the issue is suitable for regular arbitration. However, before the case may be scheduled for regular arbitration the issue must be reviewed by the national level parties. If an arbitration hearing is subsequently held, the sole issue before the arbitrator will be whether the settlement is valid. In the event an arbitrator invalidates a Step B decision, the original dispute will be returned to Step B for determination on the merits, unless the parties at the Regional/Area level agree otherwise.

Please sign and return the enclosed copy of this decision as acknowledgment of your agreement to resolve this case and remove it from the arbitration docket.

A handwritten signature in cursive script, appearing to read "Alan S. Moore".

Alan S. Moore
Manager, Labor Relations
Policy and Programs
U.S. Postal Service

A handwritten signature in cursive script, appearing to read "Fredric V. Rolando".

Fredric V. Rolando
President
National Association of Letter
Carriers, AFL-CIO

Date: 7-2-14

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

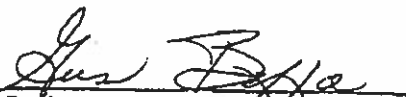
Re: City v. Rural Delivery

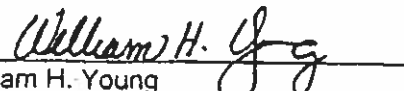
The parties recognize that there are a number of disputes pending at various steps of the grievance procedures regarding city v. rural delivery. Recently, the parties resolved case S1N-3P-C 41285 at the national level. That case dealt with the conversion of deliveries previously served by city letter carriers to rural delivery.

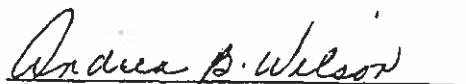
In an effort to resolve these and other work jurisdiction disputes between city and rural delivery, the parties have agreed to establish guidelines based on agreed upon principles. The parties also agree to establish a process to apply these guidelines to resolve the backlog of city/rural grievances and to significantly reduce, if not eliminate, future jurisdictional disputes regarding city/rural delivery. The national parties will convene within (60) days to establish guidelines and a process to facilitate resolution of outstanding grievances. A report will be issued not later than six months from the date this memorandum is signed.


The task force will be comprised of two members from the NALC, two members from the NRLCA, and two members from the Postal Service. The Task Force will report to the NALC President, NRLCA President and the Postal Service Vice President, Labor Relations, or designees.

This agreement is made without precedent or prejudice to any parties' position, and may not be cited by any party in any forum, except for the enforcement of this memorandum.


Gus Baffa
President
National Rural Letter Carriers'
Association


William H. Young
President
National Association of Letter
Carriers, AFL-CIO


Andrea B. Wilson
Manager
Contract Administration (NRLCA/NPMHU)
U. S. Postal Service


Doug A. Tulino
Manager
Labor Relations Policies and Programs
U. S. Postal Service

5/9/03
Date



Gus Baffa
President
National Rural Letter Carriers'
Association
1630 Duke Street, Fourth Floor
Alexandria, VA 22314-3465

William H. Young
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2144

Re: S1N-3P-C 41285
Jurisdictional Dispute
Cary, NC
Remedy Phase

Dear Messrs. Young and Baffa:

Pursuant to the arbitration award in national level case number S1N-3P-C 41285 (jurisdictional dispute-remedy phase) the parties have resolved all outstanding issues resulting from that decision as follows:

The Cary territory and deliveries of this settlement are bordered by US Highway 64 (inclusive) to the north, Cary Parkway (inclusive) to the west and south, and Holly Springs Road/Jones Franklin Road/I-40 (inclusive) to the east.

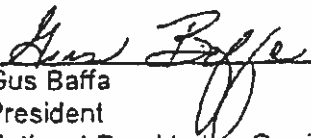
Within these boundaries, the parties agree that the area that is both east of Cary Parkway (east side of Cary Parkway inclusive), and north of Tryon Rd (north side of Tryon Road inclusive), will be assigned to City Letter Carriers, and that area that is south of Tryon Road (south side of Tryon Road inclusive) and east and north of Cary Parkway (inclusive), and west of Holly Springs Road (non-inclusive) will be assigned to Rural Carriers.

As a result of this settlement, effective August 9, 2003, all rural deliveries that are south of Highway 64 (inclusive), east of Cary Parkway (east side of Cary Parkway inclusive), and north of Tryon Road (north side of Tryon Road inclusive) will be converted to City Delivery (approximately 1100 deliveries), and all city deliveries that are south of Tryon Road, east and north of Cary Parkway, and west of Holly Springs Road (non-inclusive) will be converted to Rural Delivery (approximately 50 deliveries).

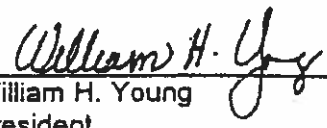
The parties further agree that these territorial boundaries and the conversion of these deliveries also resolve all other currently outstanding grievances filed by the NALC or NRLCA regarding city-rural jurisdictional issues in Cary, NC.

Please sign and return the enclosed copy of this decision as acknowledgment of your agreement to the terms of this settlement.

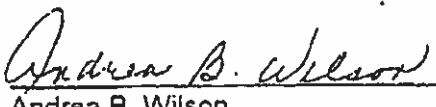
Time limits were extended by mutual consent.



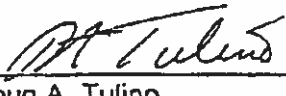
Gus Baffa
President
National Rural Letter Carriers'
Association



William H. Young
President
National Association of Letter
Carriers, AFL-CIO



Andrea B. Wilson
Manager
Contract Administration NRLCA/NPMHU
U.S. Postal Service



Doug A. Tulino
Manager
Labor Relations Policies and Programs
U.S. Postal Service

5/9/03

Date

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

Re: Renewed City vs. Rural Delivery Memorandum of Understanding (MOU)

In an effort to facilitate the processing of future city/rural disputes, the parties agree to renew the March 23, 2007 City vs. Rural Delivery MOU that requires new disputes involving the assignment or conversion of city or rural deliveries to be handled in the following manner:

If a grievance concerning the assignment or conversion of city and/or rural deliveries is filed, the representatives at the initial step will complete the joint grievance form and document the file. If the parties propose to settle the grievance at Step 1 or Step 2 United States Postal Service/National Rural Letter Carriers' Association (USPS/NRLCA) Agreement or Step A United States Postal Service/National Association of Letter Carriers (USPS/ NALC) Agreement in a manner which would result in the reassignment of deliveries or the assignment of future deliveries, such settlement will require agreement by authorized representatives of the NALC, the NRLCA and the Postal Service. If the grievance is not settled, and appealed to Step B (USPS/NALC) or Step 3 (USPS/NRLCA), the representatives at that step will:

1. Ensure that the grievance file is properly developed and documented.
2. Prepare a written joint recommendation regarding their proposed adjudication of the grievance; i.e., resolve, withdraw, impasse, and the reasoning for their respective positions. These proposed recommendations will not be cited in the case at issue or any other case, should the grievance proceed to arbitration.
3. Forward the joint grievance file and supporting documentation with color coded maps, along with the written recommendation to the appropriate union and management offices below for review and adjudication by the national city/rural committee.

NALC Cases

DIRECTOR OF CITY DELIVERY
NAT'L ASSOC OF LETTER
CARRIERS
100 INDIANA AVE NW
WASHINGTON DC 20001-2144

and

CITY/RURAL COMMITTEE
US POSTAL SERVICE
475 L'ENFANT PLZ SW RM 9318
WASHINGTON DC 20260-4101

NRLCA Cases

DIRECTOR OF LABOR RELATIONS
NAT'L RURAL LETTER CARRIERS'
ASSOC
1630 DUKE ST
ALEXANDRIA VA 22314-3467

and

CITY/RURAL COMMITTEE
US POSTAL SERVICE
475 L'ENFANT PLZ SW RM 9126
WASHINGTON DC 20260-4101

- 2 -

The parties agree that nothing in this memorandum adds to or detracts from the management or union rights as found in their respective National Agreements. Any party to this memorandum may unilaterally end this procedure for handling jurisdictional disputes with 30 days notice to the other parties.

for Randy Anderson
Donnie Pitts, President
National Rural Letter Carriers'
Association

William H. Young
William H. Young, President
National Association of Letter Carriers
AFL/CIO

William Daigneault
William Daigneault, Manager
Contract Administration (NRLCA)
United States Postal Service

Alan S. Moore
Alan S. Moore, Manager
Labor Relations Policy and Programs
United States Postal Service

Date: *4/29/2008*



NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

1630 Duke Street

Alexandria, Virginia 22314-3467

Phone: (703) 684-5545

Executive Committee

DON CANTRIEL, *President*

JEANETTE P. DWYER, *Vice President*

CLIFFORD D. DAILING, *Secretary-Treasurer*

JOEY C. JOHNSON, *Director of Labor Relations*

RONNIE W. STUTTS, *Director of Steward Operations*

STEVEN L. TRAYLOR, *Chairman*

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Hillsboro, IL 62049-0520

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Palmdale, CA 93590-2710

(661) 266-3879

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P.O. Box 7930

Thomasville, GA 31758-7930

(229) 228-6111

SUSAN T. KNAPP

P.O. Box 599

New Hampton, NY 10958-0599

(845) 955-1111

September 16, 2010

Mr. William Daigneault
Manager, Contract Administration (NRLCA)
Labor Relations, Room 9126
United States Postal Service
475 L'Enfant Plaza, S. W.
Washington, D. C. 20260

Certified Mail Number: 7010 0290 0000 62372401
Hand delivered

Dear Mr. Daigneault:

Pursuant to Article 15, Section 4(D), of the parties' National Agreement, the Association submits this National Level Grievance. The NRLCA files this National Level Grievance at the step 4 level as the matter in dispute is of substantial significance to rural carriers nationwide.

On May 9, 2003, the USPS, NALC, and NRLCA ("the parties") entered into a MOU, establishing a protocol and task force for handling work jurisdiction disputes between the parties, including the assignment and conversion of deliveries. Subsequently, the Parties entered into several related agreements, including the Guideline Principles to address City/Rural jurisdictional issues and City-Rural Process Agreement.

On April 29, 2008, the Parties renewed this commitment to jointly resolve future City/Rural jurisdictional disputes including the assignment and conversion of deliveries. The April 29, 2008 MOU sets forth a detailed procedure to resolve all such disputes. The MOU states (in relevant part):

"If a grievance concerning the assignment or conversion of city and/or rural deliveries is filed, the representatives at the initial step will complete the joint grievance form and document the file. If the parties propose to settle the grievance at Step 1 or Step 2 United States Postal Service/National Rural Letter Carriers' Association (USPS/NRLCA) Agreement or Step A United States Postal Service/National Association of Letter Carriers (USPS/NALC) Agreement in a manner which would result in the reassignment of deliveries or the assignment of future deliveries, such settlement will require agreement by authorized representatives of the NALC, the NRLCA and the Postal Service. If the grievance is not settled, and appealed to Step B (USPS/NALC or Step 3 (USPS/NRLCA), the representatives at that step will:

1. *Ensure that the grievance file is properly developed and documented.*
2. *Prepare a written joint recommendation regarding their proposed adjudication of the grievance; i.e., resolve, withdraw, impasse, and the reasoning for their respective positions. These proposed recommendations will not be cited in the case at issue or any other case, should the grievance proceed to arbitration.*
3. *Forward the joint grievance file and supporting documentation with color coded maps, along with written recommendations to the appropriate union and management offices below for review and adjudication by the national city/rural committee."*

The Postal Service has, in direct conflict and in blatant violation of these agreements, as well as the October 22, 2008, MOU M-01694 between the USPS and NALC, involving the assignment of new deliveries and related documents, instituted a process without NRLCA participation or agreement, to convert deliveries originally assigned to rural delivery to city delivery.

It is the position of the NRLCA that the Postal Service conduct described above violates the parties May 9, 2003 MOU and related MOU's, the National Agreement, including but not limited to, Articles 5, 8, 9, 10, 15, 19, 21, 30, Postmaster General Potter letter dated February 23, 2009, and MOU 14 which states in part:

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

Further, it is the position of the NRLCA that the Postal Service's conduct detailed above violates Federal labor law, including but not limited to, Sections 8(a)(1),(3) and (5) of the National Labor Relations Act.

By way of remedy the NRLCA request that immediately the Postal Service cease and desists from any further conversion of rural to city delivery, and immediately convert any converted deliveries that were improperly converted from rural to city delivery back to rural delivery, additionally, the Postal Service should provide all affected rural craft employees with a fully made-whole remedy, including but not limited to, all salary and benefits, with interest at the Federal Judgment Rate.

Please contact my office to determine the earliest date for us to discuss this very important issue.

Sincerely,



Don Cantriel
President

DC:am

cc: NRLCA National Officers
NRLCA Legal Counsel
File