



Steward Link

National Rural Letter Carriers' Association

Volume 12, Issue 3 September 2011

Fair Labor Standards Act

What Stewards Need to Know



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Fair Labor Standards Act Provisions

The Fair Labor Standards Act was amended to include postal employees in 1974. This provision requires that an employee shall receive overtime compensation for all hours actually worked in excess of 2080 hours in one year. Obviously, any employer has an interest in the total compensation paid to its employees including the avoidance of overtime to the extent possible. The Postal Service is no exception.

Every guarantee year postal managers track and monitor very closely the actual work hours of regular rural carriers in an attempt to avoid paying rural carriers overtime for exceeding the 2080-hour benchmark. As the guarantee year progresses many rural carriers are identified as a "2080 problem" when it appears that, based on the year-to-date actual hours worked and projections as to the number of hours that will be worked in the remaining scheduled work days, the particular rural carrier will exceed the 2080 benchmark.

Once a rural carrier is identified as having a 2080 problem management is required to adhere to the provisions prescribed in Article 9.2.C.7.b(2) of the National Agreement. The language provides for the opportunity for the rural carrier and the manager to work together to satisfy the needs of both parties. However, if efforts fail in achieving a commitment that will virtually ensure that the rural carrier will not exceed 2080 hours, management may take such action as necessary to prevent the rural carrier from working in excess of 2080 hours. If the rural carrier believes that management's action(s) violated the contract, the rural carrier may initiate a grievance regarding the issue in accordance with Article 15.

Additionally, there is a second benchmark in the Fair Labor Standards Act that must not be overlooked. Pursuant to FLSA Section 7(b)(2) no regular rural carrier may actually work in excess of 2240 hours within the fifty-two (52) consecutive week guarantee period. Notwithstanding the language in the FLSA and the USPS/ NRLCA National Agreement, there have been instances of regular rural carriers exceeding the 2240

benchmark. Historically, the number of such occurrences has been statistically insignificant. However, according to federal law and the parties' contract, no regular rural carrier covered under 7(b)(2) of the Fair Labor Standards Act should be required or allowed to exceed the 2240-hour benchmark.

One of the purposes of this article is to remind carriers that if not properly monitored and managed the provisions in the USPS/NRLCA National Agreement regarding the working of relief days may create the potential for exceeding 2240 hours. Working relief days causes the actual work hours to be greater during the guarantee year if rural carriers do not receive a relief day (X day) at a later date. If a rural carrier on the Relief Day Work List opts to receive DACA Code 5 (150 percent of the daily rate of pay and no relief day), there is no future relief day to offset the actual hours worked. Although scheduling is solely the responsibility of management, it is also in the self interest of rural carriers to be cognizant of the number of hours that they have worked as the guarantee year progresses and to be prudent in their choice of options when required to work their relief days.

However, if a rural carrier's actual work hours do exceed the 2240 hour benchmark, no rural carrier should ever be required to pay money back as a result of calculations made because the rural carrier exceeded 2240 hours during the guarantee period. This issue was settled in a Step 4 grievance decision out of Issaquah, Washington, grievance reference number: E95R-4E-C 01267089.

The settlement states in part, *"In accordance with Section 214.3 of the M-38 Methods Handbook, managers are responsible for assuring that rural carrier work hours are projected and reviewed periodically throughout the guarantee period and for taking corrective action to avoid allowing rural carriers to exceed 2,240 actual work hours in the guarantee period."* *"The rural carrier will not be responsible for an indebtedness resulting from FLSA Section 7(a) recalculation."*

Common FLSA Codes

Common FLSA Codes (Source: Handbook F-21, chapter 6)

FLSA Code B

FLSA code B applies to newly appointed regular rural carriers (Designation 71) who agree in writing to terminate the guarantee agreement at the end of the guarantee period. In addition, this code applies to all regular rural carriers (Designation 71) who were on the rolls at the beginning of the guarantee period assigned to evaluated routes having 35 or more standard hours.

The majority of all regular rural carriers are compensated under FLSA code B, which is the only FLSA code pertaining to FLSA section 7(b)(2).

Compensation is the evaluated daily rate, times the number of work and/or leave days.

Overtime for employees covered under FLSA code B (hours over 12 a day, 56 a week, or 2,080 per year) is paid at 150 percent of FLSA regular hourly rate.

FLSA Code A

FLSA code A applies to newly appointed regular rural carriers appointed after the beginning of the guarantee period to a route having 35 or more standard hours per week who do not agree in writing to terminate the guarantee at the end of the guarantee period. The regular rural carrier will automatically be converted to FLSA code B at the beginning of the next guarantee period.

Employees assigned to FLSA code A are compensated for actual weekly work hours on an hourly basis. Compensation is the annual salary attained step of a 40-hour evaluated route divided by 2,080 for the regular carrier (Designation 71). This hourly rate is applied to the first 40.00 hours, and 150 percent of the hourly rate is used for overtime. Overtime for FLSA code A carriers is paid for hours worked in excess of 8 hours per day or 40 hours per week.

Compensation for leave is at the daily evaluated rate as determined by the chart to the left (note: "BAR" is the annual salary, attained step of a 40-hour evaluated route):

Regular rural carriers under FLSA code A assigned to J or K routes are not granted days off (X days) for working their assigned relief day (J or K day). Compensation is computed on actual hours worked. Therefore, work performed on the relief days is paid at that time.

Daily and Hourly Rate		
Route Type	Regular Carrier	
	Evaluated Daily Rate	Evaluated Hourly Rate
I or M (6 day workweek)	BAR ÷ 312	BAR ÷ 2,496
J (5.5-day workweek)	BAR ÷ 288	BAR ÷ 2,304
K (5 day workweek)	BAR ÷ 260	BAR ÷ 2,080

FLSA Code N

FLSA code N applies to regular rural carriers (Designation 71) only, assigned to routes having less than 35 standard hours per week.

Compensation is the route evaluation (evaluated) plus overtime for hours worked over 40 hours per week at 50 percent of the FLSA regular weekly rate. The overtime rate is determined by dividing the normal weekly compensation for evaluated hours by hours actually worked. The resulting rate is multiplied by 50 percent, times all hours in excess of 40 per week. Therefore, this rate will fluctuate from week to week depending on the total weekly hours.

Overtime is only paid for hours worked in excess of 40 per week.

FLSA Code P

FLSA code P applies to part-time flexible rural carriers (Designation 76) when service is recorded on PS Form 1314-A, *Auxiliary Rural Carrier Time Certificate*; rural carrier reliefs (Designation 75); rural carrier associates (Designations 74, 78, and 79); and temporary replacement carriers (Designation 70-0).

Compensation for PTFs (Designation 76) is RSC B (Rate Schedule Code B), attained step. Currently, PTF straight-time hourly rate ranges from \$20.23 (step A) to \$26.00 (step 12). Overtime is compensated at 150 percent of the annual hourly rate for hours worked in excess of 40 per week.

Compensation for rural carrier reliefs and rural carrier associates is based on an hourly rate. Overtime is compensated at 150 percent of this hourly rate for hours worked in excess of 40 per week. Hourly rate is currently \$19.45 for Rural Carrier Associates hired beginning August 24, 1991 and \$22.97 for Rural Carrier Associates and Rural Carrier Relief Employees on the rolls prior to August 24, 1991.

Questions and Answers on FLSA

Q I am a PTF rural carrier and recently worked over 40 actual hours in a pay week. The overtime rate I received was not paid at 150% of my straight time rate. Why?

A The straight time hourly rate for PTFs is calculated by dividing the annual salary, attained step of a 40-hour evaluated route by 2000 hours. As PTFs are not eligible for holiday leave, dividing the annual salary by 2000 hours serves to build the 10 holidays into the straight-time hourly rate.

The overtime hourly rate for PTFs is calculated by dividing the annual salary, attained step of a 40-hour evaluated route by 2080 hours. 2080 is used as overtime is not calculated for the portion of the straight-time rate attributed to holiday pay compensation.

Example:

Straight-time hourly rate calculation

Base Annual Rate 40-hour evaluated route at step C = \$45,182

$\$45,182 \div 2,000 \text{ hours} = \22.59 (straight-time rate)

Overtime hourly rate calculation

Base Annual Rate 40-hour evaluated route at step C = \$45,182

$\$45,182 \div 2,080 \text{ hours} = \21.7221

$\$21.7221 \times 150\% = \32.58 (overtime rate)

Q I have been a regular carrier for three years. After a recent interim adjustment, my route is currently evaluated at 37-H. When my route was evaluated at 34-H I received overtime compensation for my actual hours worked over 40. Last pay period I worked 41 actual hours and did not receive any overtime. WHY?

A Routes that are evaluated at **35 or more standard hours** are compensated at the evaluated daily rate times the number of work and/or leave days. Overtime compensation, at 150% of the Fair Labor Standards Act (FLSA) regular hourly rate, is payable only when the actual work hours exceed 12 in a day, 56 in a week, or 2080 in a year.

Routes that are evaluated at less than 35 standard hours per week are compensated for the route's

evaluation plus overtime only for those hours worked over 40:00 hours per week, at 50% of the FLSA regular weekly rate.

Q I am currently an RCA and anticipate making regular in the near future. I heard that I could choose to be compensated on an hourly basis rather than evaluated. Is this true?

A A newly-appointed regular carrier who is appointed after the beginning of the guarantee period on a route having 35 or more standard hours per week may choose not to sign the PS Form 4015-D (Rural Carrier Agreement to Terminate Guarantee). Those newly-appointed regular carriers who choose not to sign PS Form 4015-D shall be compensated under Section 7(a) of the FLSA in which case compensation will be at the hourly rate/attained step with overtime paid for any actual hours over 8 in a day or 40 in a work week. This will occur only until the beginning of the next guarantee period when the carrier would automatically be compensated in the normal manner for regular rural carriers, evaluated compensation under FLSA Section 7(b)(2). There is no other opportunity for a regular carrier to revert to hourly compensation.

Most newly-appointed regular carriers choose to sign the 4015-D in order to gain the full benefits of the rural carrier evaluated system.

Q If a leave replacement, serving a 45-H regular route, works 6 days and 41 hours during the pay week, what will be the rate of compensation?

A The leave replacement will be paid on an hourly basis at straight time for the first 40:00 hours and at the overtime rate for the additional 1 hour.

Q If the leave replacement works the same 45-H regular route in 40 hours over the 6-day pay week, what will be the rate of compensation?

A The leave replacement will be paid the appropriate rate for a 45 hour evaluated route, because the actual work hours did not exceed 40:00 hours in the pay week.

Q & A on Relief Day Work List

ARTICLE 8: HOURS OF WORK

Section 5. Relief Day Worked

A. The relief day work list at each delivery unit shall be established twice during each guarantee period. Each time the new relief day work list is established it shall supersede the previous list. All regular carriers, regardless of route classification, desiring to work their relief days shall place their names on the relief day work list.

The first opportunity to sign the relief day work list will be two weeks prior to the beginning of the new guarantee period. The second opportunity to sign the relief day work list will be two weeks prior to the beginning of the first full pay period in May. When a regular rural carrier is needed to work a relief day, due to the unavailability of a leave replacement, the Employer will:

1. Select carriers on the list, in order of seniority on a rotating basis, to work on the relief day.

2. If the need still exists, the Employer will accept volunteers from regular carriers not on the list before requiring regular carriers not on the list to work the relief day. Such requirement will be by juniority.

* * *

This section was changed to establish a Relief Day Work List (RDWL) twice during each guarantee period. Each RDWL supersedes the previously established list. In addition, all regular rural carriers may sign the RDWL regardless of whether the assigned route has a relief day at the time the carrier signs the list.

Q A carrier is currently assigned to an "H" route. Can this carrier sign the Relief Day Work List (RDWL)?

A Yes. All regular rural carriers are entitled to sign the RDWL during the designated period regardless of the route classification.

Q An RCA is the successful bidder on a route and the effective date of the assignment will be two (2) weeks after the first full pay period in May.

Can this RCA sign the RDWL?

A No. RCAs are not eligible to sign the RDWL. The employee must be a regular rural carrier during the designated period for establishment of the list.

Q If a carrier signs the RDWL when assigned to an "H" route, that carrier is not available to work, as there is no relief day on an "H" route. How will this carrier be affected with regard to the administration of the RDWL if the route becomes a "J" or "K"?

A The carrier was bypassed because of unavailability (no relief day) during the normal rotation when it was necessary to utilize the RDWL to work regular carriers on their relief day. Once the route becomes a "J" or "K" classification, the carrier will no longer be bypassed when reached in the rotation.

Q Can a carrier who is injured on duty (IOD), sign the RDWL?

A A carrier who is injured on duty may sign the RDWL during the designated period regardless of whether he or she is working a limited duty assignment, but would be bypassed in the normal rotation while unable to perform the full duties of the assigned route.

* NOTE: The guarantee period begins on **October 22, 2011** this year. Carriers eligible to sign the relief day work list must sign the RDWL **(2) weeks prior to the beginning of the guarantee period (October 7 through October 21, 2011)** if they desire to work their relief day during the first sign up period.

Boxes Needed for a 60 Minute Change

RE: Article 9.2.C.10

When substantial service changes occur, an increase or decrease of one (1) full hour (60 minutes) in the evaluation of a rural route's hours as determined by the formula in this paragraph, which indicate possible eligibility for, or adjustment of evaluated compensation, the Employer shall promptly adjust the route evaluation and shall make a prompt adjustment in the compensation. Such interim adjustment shall be made by application of a formula based upon (1) the appropriate box allowance added to the volume factor multiplied by the boxes added to or subtracted from the route since the

last evaluation and (2) the change in miles multiplied by the appropriate factor.

The table below will aid in determining how many boxes are needed for a 60 minute change. If your actual volume factor is between chart numbers; use the higher factor calculations.

Note: On a J or K route a 60 minute change may not result in a salary adjustment depending upon the current standard hours of the route in relation to the table of evaluated hours listed in Article 9.2.C.6.

Boxes needed for a 60 Minute Change

VF= Volume Factor

BA = Box Allowance

TC= Total Credit per box added

BFI = Boxes needed for a 60 minute change

* NOTE: If volume factor is between chart numbers, use higher factor calculations

NON-L ROUTE

VF	BA	TC	BFI
1.00	2.00	3.00	20
1.10	2.00	3.10	20
1.20	2.00	3.20	19
1.30	2.00	3.30	19
1.40	2.00	3.40	18
1.50	2.00	3.50	18
1.60	2.00	3.60	17
1.70	2.00	3.70	17
1.80	2.00	3.80	16
1.90	2.00	3.90	16
2.00	2.00	4.00	15
2.10	2.00	4.10	15
2.20	2.00	4.20	15
2.30	2.00	4.30	14
2.40	2.00	4.40	14
2.50	2.00	4.50	14
2.60	2.00	4.60	14
2.70	2.00	4.70	13
2.80	2.00	4.80	13
2.90	2.00	4.90	13
3.00	2.00	5.00	12
3.10	2.00	5.10	12
3.20	2.00	5.20	12
3.30	2.00	5.30	12
3.40	2.00	5.40	12
3.50	2.00	5.50	11
3.60	2.00	5.60	11

L-ROUTE

VF	BA	TC	BFI
1.00	1.82	2.82	22
1.10	1.82	2.92	21
1.20	1.82	3.02	20
1.30	1.82	3.12	20
1.40	1.82	3.22	19
1.50	1.82	3.32	19
1.60	1.82	3.42	18
1.70	1.82	3.52	18
1.80	1.82	3.62	17
1.90	1.82	3.72	17
2.00	1.82	3.82	16
2.10	1.82	3.92	16
2.20	1.82	4.02	15
2.30	1.82	4.12	15
2.40	1.82	4.22	15
2.50	1.82	4.32	14
2.60	1.82	4.42	14
2.70	1.82	4.52	14
2.80	1.82	4.62	13
2.90	1.82	4.72	13
3.00	1.82	4.82	13
3.10	1.82	4.92	13
3.20	1.82	5.02	12
3.30	1.82	5.12	12
3.40	1.82	5.22	12
3.50	1.82	5.32	12
3.60	1.82	5.42	12

CENTRAL BOXES

VF	BA	TC	BFI
1.00	1.00	2.00	30
1.10	1.00	2.10	29
1.20	1.00	2.20	28
1.30	1.00	2.30	27
1.40	1.00	2.40	25
1.50	1.00	2.50	24
1.60	1.00	2.60	24
1.70	1.00	2.70	23
1.80	1.00	2.80	22
1.90	1.00	2.90	21
2.00	1.00	3.00	20
2.10	1.00	3.10	20
2.20	1.00	3.20	19
2.30	1.00	3.30	19
2.40	1.00	3.40	18
2.50	1.00	3.50	18
2.60	1.00	3.60	17
2.70	1.00	3.70	17
2.80	1.00	3.80	16
2.90	1.00	3.90	16
3.00	1.00	4.00	15
3.10	1.00	4.10	15
3.20	1.00	4.20	15
3.30	1.00	4.30	14
3.40	1.00	4.40	14
3.50	1.00	4.50	14
3.60	1.00	4.60	14

2011-2012 Holidays

ARTICLE 11

HOLIDAYS

Section 1. Holidays Observed

The following ten (10) days shall be considered holidays for regular rural carriers:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Section 2. Payment

A. A regular rural carrier whose regular scheduled work day falls on a holiday will not be required to work and will be paid at the daily rate for that day. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

B. When a holiday falls on the relief day of an evaluated carrier, the carrier shall be granted the preceding work day as the designated holiday. When the primary leave replacement is unavailable on the carrier's designated holiday and other leave replacements are unavailable in accordance with Article 30.2.D., the regular carrier may be scheduled to work on the designated holiday. For the purpose of this section, a leave replacement is considered unavailable when he or she is assigned to work on any regular or auxiliary route. A regular rural carrier required to work on a designated holiday shall receive the daily rate of pay for such day in addition to holiday leave pay to which the employee is entitled.

C. If a regular rural carrier is required to work on the designated Christmas holiday, such carrier shall receive one and one-half (1½) times the daily rate of pay in addition to the holiday leave pay.

D. Regular carriers shall not perform auxiliary assistance on any designated holiday or actual holiday.

E. A leave replacement may be utilized to perform duties on a holiday and will be paid actual hours worked.

Christmas and New Year's Day fall on Sunday This Year

This year both Christmas and New Year's Day fall on Sunday. Pursuant to Article 11, Section 2.A of the National Agreement, when a holiday falls on Sunday, the following Monday shall be observed as the holiday.

There are many rural carriers who have Monday as their relief day. Pursuant to Article 11, Section 2.B of the National Agreement, when a holiday falls on the relief day of an evaluated carrier, the carrier shall be granted the preceding work day as the designated holiday.

If a carrier with a Monday relief day is required to work the designated Christmas holiday, such carrier would be compensated one and one half (1½) times the daily rate of pay in addition to the holiday leave pay. If a carrier with a Monday relief day is required to work the designated New Year's Day holiday, such carrier would be compensated at the daily rate of pay in addition to the holiday pay. Regular carriers shall not perform auxiliary assistance on any designated holiday or actual holiday.

Example: The daily rate for a Step 12 carrier on a 40 K route is \$200.23. If this carrier has a Monday, December 26 as a relief day and is required to work on December 24 (the designated holiday) the carrier would receive \$200.23 for the holiday and \$300.35 for the day's work. Total compensation for the day would be two and one half (2½) times the daily rate which equals \$500.58.

The same carrier has Monday, January 2 as a relief day. If this carrier was required to work on December 31 (the designated holiday) the carrier would receive \$200.23 for holiday and \$200.23 for the day's work. Total compensation for the day would be two (2) times the daily rate which equals \$400.46.

NRLCA Higher Level Assignment Policy

This higher level assignment policy supersedes any previous versions. At the 2011 National Convention in Savannah, GA, the delegates passed a Constitution change extending the higher level assignment policy for delegate eligibility at the state and national level to be consistent as it applies to Officers and Stewards of the NRLCA. Below you will find the current Higher Level Assignment Policy and the changes as it applies to delegates at both the state and national level. In addition, the National Board has identified some acceptable duties that do not violate the higher level assignment policy.

Article III, Members

Section 3. Restrictions.

Inasmuch as it is an unfair labor practice under the Labor Management Relations Act (LMRA) for any employer (including persons acting in that capacity) to dominate or interfere with the administration of any labor organization, it follows that employers, while they may be members, may not be candidates for office or serve as officers.

Members are prohibited from participation in the Association while serving in managerial or supervisory positions, such as Officer-in-Charge (OIC), Acting Supervisor (204-B) or Postmaster Relief (PMR) or acting in any capacity normally performed by a manager. Members who accept managerial positions shall be deemed to have resigned from all elected and appointed positions within the Association and shall be prohibited from holding any elected or appointed union positions for a period of one year from the last day served in that capacity.

Article VI, Meetings

Section 2. Delegates

A. Eligibility

1. Each state association shall be entitled to representation by one delegate for every 100 members or major fraction thereof and one Delegate-at-large.

Membership shall be based on the number of dues withholding and cash pay Bargaining Unit and Retired Members on June 30 of the Association year just ended.

2. 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.

3. **A member who accepts or acts at any time in any capacity normally performed by a manager from the end of one Convention to the end of the next Convention shall be ineligible to be nominated or serve as delegate.**

INTENT OF/REASON FOR CHANGE: The intent of this change is to be consistent with the language in Article III, Section 3 of the National Constitution prohibiting members who have acted or served in a capacity normally performed by a manager from participating in the Association for a one year period.

PROVISO: Change effective for the 2012 National Convention.

In order to give the membership reasonable notification, the changes to Article VI, Section 3, will go into effect on November 1, 2011. Any rural carrier serving in a managerial assignment as described above from the end of the 2011 National Convention to October 31, 2011, will not be prohibited from serving as a state or national delegate. Note: This only applies to the Constitution change for Article VI, Section 3 that was passed by the delegates at the 2011 National Convention. All other provisions of the higher level assignment policies as it applies to stewards and elected/appointed state officer positions remain in effect as written.

NATIONAL BOARD POLICY ON HIGHER LEVEL ASSIGNMENTS

Section 8. Stewards Acting as Managers

- A. State Stewards. Upon acceptance of any supervisory or managerial position with the Postal Service the State Steward shall immediately notify the National Executive Committeeman assigned to their area and the State President and shall be immediately decertified. On return to a craft position the former steward may not resume steward duties for a minimum period of one year.
- B. Other Stewards. Upon acceptance of any supervisory or managerial position with the Postal Service all other stewards shall immediately notify the State Steward and shall be immediately decertified. On return to a craft position, the former steward may not resume steward duties for a minimum period of one year.

Performing managerial/administrative duties, even for a partial day, regardless of being classified as P code, O code, PS Form 8127, auxiliary assistance or any other time card coding, does not change the definition of managerial/administrative work as defined in Article III, Section 3, Article VI, Section 3 and Article IX, Section 8 of the NRLCA Constitution.

There are many duties and assignments that are acceptable such as training academy instructors, safety captains, safety meetings, relief employee recruitment, leadership meetings, labor management meetings, EAP meetings, joint mail count trainings, and Rural Reach initiatives; however, there may be certain duties or assignments in question. Any rural carrier holding an elected or appointed position or desiring to hold such position or wishing to serve as delegate at the state or national level with the NRLCA, must consult with the National Office prior to performing any assignment outside rural carrier core duties and responsibilities.'

If anyone has any questions or concerns, do not hesitate to contact the National Office.

Your National Board:

Jeanette, Ronnie, Clifford, Joey, Robert, Don, David, Susan, and Steve

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

In recognition of the potential impact of the upcoming national mail count, including the increased implementation of delivery point sequence (DPS) flats, and to assist management with adjustments and assignments of rural routes following implementation of the mail count results, the parties have agreed to supersede both the July 28, 2008, and August 10, 2009, Memoranda of Understanding (MOU) as outlined below.

Residual Vacancies

Effective with the signing of this MOU, all residual rural route vacancies resulting from a vacancy posting in accordance with Article 12.3.C.2, will be withheld and will not be awarded to the leave replacements in the office. This temporary modification to Article 12.3.C.2, is applicable to all rural delivery offices (including stations and branches) with more than one regular rural route. Those rural route vacancy postings with a closing date prior to or concurrent with the effective date of this MOU, in rural delivery offices not scheduled for implementation of or currently receiving DPS flats, will be awarded accordingly and the residual vacancy will not be withheld.

Auxiliary Routes

The parties further agree to a temporary modification to Article 12.3.A.1.a, which normally requires an auxiliary rural route be converted to regular status when the official evaluation reaches 39 standard hours or more, in those rural delivery offices (including stations and branches) with one or more regular rural routes. Auxiliary rural routes will not be converted to regular status for the duration of this MOU.

Route Adjustments

All withheld residual vacancies may be used, in whole or in part, to increase the evaluation of other regular routes in the office. Any auxiliary route(s) in the same zone will be eliminated where operationally feasible prior to adjusting the residual vacancy below 40 standard hours per week or eliminating the route through consolidation. There is no limit to the amount of the adjustment to the residual vacancy. If the residual vacancy is reduced to 26:00 standard hours or less, it will remain a regular route for the duration of this MOU or until it is eliminated through consolidation.

Auxiliary routes evaluated over 39 standard hours per week may be used, in whole or in part, to increase the evaluation of regular routes in the office.

NRLCA and USPS Sign MOU in Advance of September Mail Count

Due to the potential impact of the 2011 September National Mail Count, increased implementation of DPS flats, and to assist management with adjustments and assignments of rural routes following implementation of the mail count results, several modifications to existing MOUs have been made which address residual vacancies, auxiliary routes, route adjustments, excessing of rural carriers, and leave replacement assignments. The provisions of this MOU will remain in effect until March 24, 2012, unless extended by the parties.

Excessing of Rural Carriers

A regular rural carrier will not be excessed from an office if a withheld residual vacancy exists in the office. Withheld residual vacancies will be utilized, as needed, for reassignment of excess rural carriers in accordance with Article 12.

Leave Replacement Assignments

Article 30.2.E.1. provides that if a vacancy in the leave replacement ranks continues to exist after it has been initially offered to qualified substitutes, rural carrier associates (RCAs) and rural carrier relief (RCR) employees, and the route has been substantially changed, the assignment shall be offered again to qualified carriers. The parties agree that when a residual route is withheld pursuant to this MOU and there is an existing leave replacement vacancy on the residual route, that leave replacement vacancy will be offered to all qualified substitutes, RCAs, and RCRs in the office in the order of longest period of continuous service in the office, without regard to classification.

All newly vacant routes may be considered for consolidation, adjustment, or conversion in accordance with the provisions of Article 12, prior to posting of the vacancy. Once a rural route vacancy is posted, the provisions of this MOU will be applicable, in those rural delivery offices with more than one regular rural route, and the residual vacancy will be withheld.

Upon expiration of this MOU, withheld residual vacancies, in rural delivery offices not scheduled for implementation of or currently receiving DPS flats, will be posted or converted to auxiliary routes, as appropriate, in accordance with Article 12. Auxiliary rural routes that were not converted to regular status during the term of this MOU and that remain evaluated at 39 standard hours or more, in rural delivery offices not scheduled for implementation of or currently receiving DPS flats, will be converted to regular routes and posted in accordance with Article 12.3.A.1.a, without requirement of a mail count. These conversions to regular route will be effective no later than 30 days following the expiration of this MOU.

The provisions of this MOU will remain in effect until March 24, 2012, unless an extension is mutually agreed upon by the parties. This MOU does not set precedent in same or similar instances, nor does it prejudice the position of either party as it relates to the provisions of Article 12.



William Daigneault, Manager
Contract Administration (NRLCA)
Labor Relations



Don Cantrel, President
National Rural Letter Carriers'
Association

Date: 8-15-2011

Step 4 Settlement Concerning Proper Credit for Providing Certificate of Mailing Service

This grievance concerns what should be the proper credit during a mail count when a carrier provides certificate of mailing services. The parties agree that a rural route will be provided two minutes credit under column 24 (Registered, Certified Accepted) for each certificate of mailing piece or PS Form 3877 when three or more certificates of mailings are accepted at one time during the mail count. The parties further agree the credit does not change if a clerk assists in weighing, rating and affixing postage and/or postmarks the certificate of mailing.

LABOR RELATIONS



Joey Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association
1630 Duke Street
Alexandria, VA 22314-3467

Re: C36R-40-C09280648
Baker, Carol
Wellsboro, PA 16901

Dear Joey:

On several occasions, the most recent being July 29, 2011, we discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the proper credit for a rural carrier providing certificate of mailing service.

The parties agree that a rural route will be provided two minutes credit under Column 24 for each certificate of mailing accepted by a rural carrier on the route during the mail count. A customer may use PS Form 3877 (Firm Mailing Book for Accountable Mail) or a facsimile when three or more certificates of mailings are presented at one time. In this case, only one credit is provided for processing PS Form 3877.


The credit provided does not change if a clerk assists in weighing, rating and affixing postage and/or postmarks the certificate of mailing.

Based upon the facts in this instant case, parties at Step 3 will determine whether any other action is needed in order to comply with this agreement.

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

Time limits were extended by mutual consent.


Reggie W. Rabon
Labor Relations Specialist
Contract Administration (NRLCA)


Joey C. Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 8/4/2011

Step 4 Settlement on Carriers Casing DPS Letter Mail

This grievance concerns management not allowing carriers to case DPS letters and requiring them to take their DPS letters directly to the street if the carriers are unable to leave within 20 minutes of their scheduled leaving time. The parties agree that there are exceptions to the 20 minute delay in leaving times as stated in PO-603, section 152.2. The parties further agree there are certain situations where rural carriers can be

required to take DPS letters directly to the street, such as, not returning to the office in time to meet dispatch, exceeding the overall weekly route evaluation on a consistent basis, and significant delays to the customer's anticipated delivery window. The parties further agree that any management decision, based on service, to require DPS letters to be taken directly to the street should normally be made on a route-specific basis.

LABOR RELATIONS



Joey Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association
1630 Duke Street
Alexandria, VA 22314-3465

Re: C06R-4C-010372261
Class Action
Cincinnati, OH 45234

Dear Joey:

On July 29, 2011, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns rural carriers casing DPS letter mail.

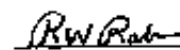
Currently Handbook PO-603, Section 226, *Delivery Point Sequence (DPS) Mail* allows the rural carrier the option to case DPS letters in accordance with Section 15, *Schedules*. Additionally, Handbook PO-603, Section 152.2, *Leaving Schedules* provides exceptions to the maximum amount of delay (20 minutes) in leaving times.


After reviewing this matter, the parties agree there are certain situations where rural carriers can be required to take DPS letters directly to the street. Such situations include, but are not limited to, significant delays to the customer's anticipated delivery window, not returning to the office in time to dispatch collection mail, and exceeding the overall weekly route evaluation on a consistent basis.

Any management decision, based on service, to require DPS letters to be taken directly to the street should normally be made on a route-specific basis.

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

Time limits were extended by mutual consent.


Reggie W. Rabon
Labor Relations Specialist
Contract Administration (NRLCA)


Joey C. Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 8/4/2011

Step 4 Settlement on Utilizing a PS Form 3883 on Non-L Routes

This grievance concerns management utilizing a PS Form 3883 (Firm Sheets) on Non-L routes. The parties agree that PS Form 3883 (Firm Sheets) are specifically designated for high density "L" routes only.

LC-907 RELATIONS



Mr. Joey Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association
1630 Duke Street
Alexandria, VA 22314-3467

Re: B06R-4B-C10247793
Shelly Hepburn
Deep River, CT 06417

Dear Joey:

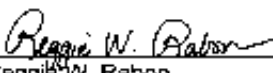
On April 25, 2011, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.


The issue in this grievance concerns the utilization of PS Form 3883 (Firm Sheets) on Non-L routes.

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. Handbook PO-803, 535.12.f(2) specifically states high density (L) routes receive credit for one accountable item per page when multiple accountable items are listed on PS Form 3883. Furthermore, MOU 15 - 'L' Route Profile, states "Multiple accountable items for one address would be entered on a firm delivery book. The route would receive credit for one article per page and .25 minutes per return receipt."

Accordingly, we agree to remand the case to the parties at Step 3 for proper application and further processing and arbitration, if necessary.

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


Reggie W. Rabon
Labor Relations Specialist
Contract Administration (NRLCA)


Joey C. Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 5-10-2011

4751 E. River Road
Washington, DC 20230-4100
www.usps.com

Step 4 Settlement on Union Access to a Contract Postal Facility

This grievance concerns union access to a contract postal facility which consolidates mail that has been entered into the postal network, such as a surface transfer center. The parties agree in accordance with Article 23, union officials shall be permitted access to contract postal facilities provided the Postal Service has the designated authority to grant access to the facility, which they do.

ADMINISTRATIVE



Mr. Joey Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association
1630 Duke Street
Alexandria, VA 22314-3465

Re: H06R-4H-C10137428
Class Action
Memphis, TN 38106

Dear Joey,

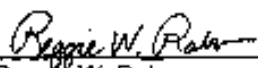
On April 25, 2011, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns union access to a contract postal facility which consolidates mail that has been entered into the postal network, such as a surface transfer center.

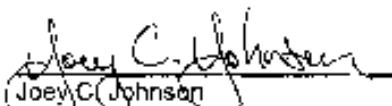
After reviewing this matter, the parties agree in accordance with Article 23, union officials shall be permitted access to the above contract postal facilities provided the Postal Service has the designated authority to grant access to the facility.

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

Time limits were extended by mutual consent.



Reggie W. Rabon
Labor Relations Specialist
Contract Administration (NRLCA)



Joey C. Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 5-10-2011

LABOR RELATIONS



Mr. Joey Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association
1630 Duke Street
Alexandria, VA 22314-3467

Re: G06R-4G-C09148950
Donna Fuller
Fort Worth, TX 76118-9088

Dear Joey:

On several occasions, the most recent being April 13, 2011, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement when the equipment used to transport the mail for loading into the delivery vehicle was changed during the mail count.

During our discussion, we mutually agreed that the following will constitute full and complete settlement of this grievance:

Section 525.14 of Handbook M-38, *Management of Rural Delivery Services*, states, "No changes in carrier work methods, casing equipment, or office procedures can be made between the date of the local conference and the mail count unless these items were specifically discussed at the conference."

Additionally, the Step 4 settlement in case #E06R-4E-C09341430 states, "The parties agree the purpose of the pre-count conference is to discuss count procedures and if applicable, introduce operational changes. Absent changes that would not affect a rural route's evaluation or changes to comply with previously established regulations, the work methods and office procedures that remained unchanged at the pre-count conference will be retained during the mail count in accordance with Handbook M-38, Section 525.1, *Local Conferences*."

The parties agree that changing the equipment used to transport the mail for loading into the delivery vehicle is considered an operational change and must be discussed during the pre-count conference in order to be introduced during the mail count.

4751 Federal Plaza, SW
Washington, DC 20260-4100
www.usps.com

Step 4 Settlement on Changing the Equipment During Mail Count Used to Transport Mail for Loading into Delivery Vehicle

This grievance concerns management changing the equipment during the mail count used to transport the mail for loading into the delivery vehicle.

The parties agree that no changes in carrier work methods, casing equipment, or office procedures can be made between the date of the pre-count conference and the mail count unless these items were specifically dis-

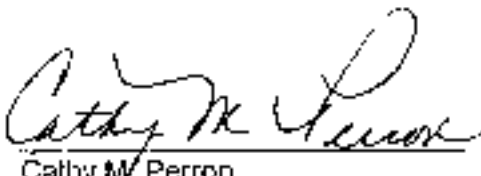
cussed at the conference at least 15 days prior to the mail count. The parties further agreed that changing the equipment used to transport the mail for loading into the delivery vehicle is considered an operational change and must be discussed during the pre-count conference in order to be introduced during the mail count.

- 2 -

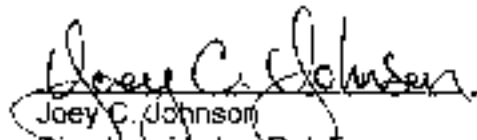
Based upon the facts of the instant case, no further action is required.

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

Time limits were extended by mutual consent.



Cathy M. Perron
Labor Relations Specialist
Contract Administration (NRLCA)



Joey C. Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 5-13-2011



Mr. Joey Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association
1630 Duke Street
Alexandria, VA 22314-3467

Re: G06R-4G-C09229735
Class Action
Tomball, TX 77375-9998

Dear Joey:

On several occasions, the most recent being April 13, 2011, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement when all Express Mail deliveries for rural routes were handled by leave replacements during the 2009 mail count and after the conclusion of the mail count, regular rural carriers were subsequently required to deliver any Express Mail items for their routes provided the delivery time could be met, with or without deviation.

During our discussion, we mutually agreed that the following will constitute full and complete settlement of this grievance:

Section 342.21 of Handbook PO-603, *Rural Carrier Duties and Responsibilities*, states, "In order to meet required delivery times, management may require a carrier during the course of normal delivery of the route, to deviate from the established line of travel to deliver Express Mail and will provide additional compensation as appropriate."

The parties agree that management shall not circumvent paying the additional compensation for deviation or for the inclusion of Express Mail items in the route evaluation by not allowing the carrier to deliver Express Mail during the mail count period, if, during the rest of the year, the carrier will deliver those Express Mail items for which the required delivery time will be met.

Accordingly, this case is remanded to the parties at Step 3 for application of this settlement. If a resolution cannot be achieved, the grievance may be appealed to area arbitration, if necessary.

Step 4 Settlement on Utilizing Leave Replacements on Auxiliary Assistance to Deliver Express Mail During a Mail Count

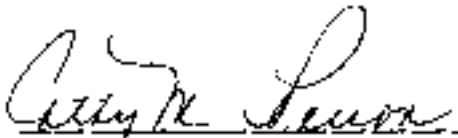
This grievance concerns management utilizing leave replacements on auxiliary assistance to deliver Express Mail during a mail count, and then following the mail count, requiring regular carriers to deliver any Express Mail items provided they could meet the delivery time.

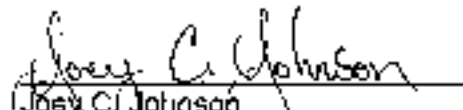
The parties agree that management shall not circumvent paying the additional compensation for deviation or for the inclusion of Express Mail items in the route evaluation by not allowing the carrier to deliver Express Mail items during the mail count period, if during the rest of the year, the carrier will deliver those Express Mail items.

- 2 -

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

Time limits were extended by mutual consent.


Cathy M. Perron
Labor Relations Specialist
Contract Administration (NRLCA)


Joey C. Johnson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 5-11-2011

Steward Link

National Rural Letter Carriers' Association
1630 Duke Street
Alexandria, VA 22314-3467

Non-Profit Org.

U.S. Postage

PAID

Merrifield, VA

Permit # 2775



IMPORTANT DATES TO REMEMBER

Sign-Up Period for Relief Day Work List:
October 7-21, 2011

2011-2012 Guarantee Period:
Saturday, October 22-2011-
Friday, October 19, 2012

Regional Steward Seminars:

Northeast

Atlantic City, NJ
October 18-20, 2011

Southern

Myrtle Beach, SC
October 25-27, 2011

Central

Kansas City, MO
November 1-3, 2011

Western

Long Beach, CA
November 15-17, 2011

