



NRLCA MAIL COUNT GUIDE

SUPPORTING DOCUMENTS

September 2020



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

Re: J06R-4J-C 11406137
Joseph Beeler
Hillsboro, IL 62049

Dear Mr. Johnson:

On November 15 the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns proper credit for Delivery Point Sequence (DPS) letter mail during a mail count when a rural route delivers mail to more than one zone.

In accordance with the DPS Letter Mail Implementation Procedures for Rural Routes dated November 1 "When a rural route serves more than one zone and DPS letter mail is received separately for each zone; all mail will be credited as DPS letter mail provided the route completes service to the other zone(s) prior to returning to deliver to the original zone. If the route continually crosses between zones, credit the larger amount of DPS letter mail (by zone) as DPS letter mail and the other zone(s) in Column 2, *Sector/Segment Letters*."

Therefore, we agree to settle this grievance and remand to the parties at Step 2 for appropriate application.

Time limits were extended by mutual consent.

A handwritten signature in cursive script, reading "Gail L. Sattler".

Gail L. Sattler
Labor Relations Specialist
Contract Administration (NRLCA)

Date: 12-11-12

A handwritten signature in cursive script, reading "Joey C. Johnson".

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

Date: 12/11/12

CHAPTER 5 ROUTE INSPECTIONS AND MAIL COUNTS

510 ANNUAL INSPECTION OF ROUTES

511 DEFINITION

Inspection of a route is the physical observation of the condition of the route and boxes, the adequacy and quality of the service to the rural public, and the character and performance of the carrier. This inspection is to be made by the postmaster or a designee while accompanying the carrier on the route.

512 FREQUENCY

All routes must be inspected at least once each calendar year. An inspection must be conducted either during or immediately preceeding the annual count of mail and all special counts of mail. Additional inspections may be made at other times of the year.

513 INSPECTION ROUTE

Form 4248, *Rural Route—Annual Inspection Report* (Exhibit 513) must be completed in duplicate for each regular and auxiliary rural route. The original of the Form 4248 will be retained in the post office file, and the duplicate copy will be forwarded to the MSC manager.

514 OFFICIAL ROUTE TRAVEL

Use the current Form 4003, *Official Rural Route Description*, on the inspection trip to ensure that the line of travel being followed is correct. While the length of the route shown on the Form 4003 is measured by traveling the most direct drive practical without pulling out to serve mailboxes, make a check of the difference in odometer miles recorded in the carrier's vehicle and the official length shown on Form 4003. Should the two mileages vary widely, the route should be remeasured. (See Chapter 6 for remeasurement procedures.)

515 OBTAINING DATA

515.1 Count of Boxes

Count as a box all boxes currently being served and temporarily vacant dwellings, apartments, and places of business with or without a box erected which have not been vacant more than 90 days. But do not count abandoned boxes, permanently vacant buildings, dwellings, and apartments vacant more than 90 days, buildings under construction, or dwellings and businesses receiving delivery solely through general delivery or a post office box. In resort areas, transient trailer parks, and transient mobile home parks count only the boxes being served during the inspection.

515.2 Count of Stops

.21 Count the minimum number of potential stops required to serve every box on the route, i.e. the number of times a carrier must move the vehicle in order to serve all boxes on the route as determined by the manager.

.22 Where a group of boxes can be served without moving the vehicle, record one vehicle stop for that group of boxes.

.23 Do not count stops for stoplights, stop signs, etc.

.24 Prepare a worksheet before beginning the inspection to facilitate tallying the boxes and stops. Such a worksheet is shown in Exhibit 515.2a. By numbering the items on the front of a PS Form 4056, *Your Mailbox Needs Attention* (Exhibit 515.2b), you can note mailbox irregularities on the worksheet without delaying the carrier.

516 COUNT OF FAMILIES

516.1 Definition

For Postal Service purposes, the term "family" is considered the same as "household."

B-24



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

April 18, 1983

RECEIVED

APR 19 1983

NRLCA

Mr. Dallas N. Fields
Director, Labor Relations
National Rural Letter Carriers' Association
1750 Pennsylvania Avenue, N.W.
Suite 1204
Washington, D.C. 20006-3399

Re: J. Wigginton
Menlo, KS 67746
HLR-4R-C 12585

Dear Mr. Fields:

On March 24, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented as well as the applicable contractual provisions have been reviewed and given careful consideration.

The question in this grievance is whether or not management violated the 1981 USPS/NRLCA National Agreement when service to a rural box in which mail was received was discontinued. The dwelling had been vacant for over 90 days.

Part 525.323, of the M-37, Handbook, clearly indicates that a dwelling which is vacant more than 90 days is not to be included on the latest Form 4003, Official Rural Route Description. Vacant means not physically occupied.

Accordingly, as we find no violation of the National Agreement, this grievance is denied.

Sincerely,

Robert L. Eugene
Labor Relations Department

B-25



RECEIVED
DEC 22 '86
NRLCA

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20020

Mr. Dallas N. Fields
Director, Labor Relations
National Rural Letter Carriers'
Association
1448 Duke Street, Suite 1448
Alexandria, VA 22314-3403

Re: G. Snetselaar
Polk City, IA 50226
H4R-4K-C 3738

Dear Mr. Fields:

On March 13, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the rural carrier is entitled to receive credit for mailboxes for customers who receive delivery of mail through general delivery.

The union contends that dwellings that have not been vacant more than 90-days should be included in the mailbox count.

It is the position of the Postal Service that in accordance with Handbook M-37, Part 525.223c, and Handbook M-38, Part 526.633, (4) dwellings and businesses receiving delivery solely through general delivery are not included in the mailbox count.

Accordingly, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,


Thomas A. Lang
Labor Relations Department



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

Re: E00R-4E-C 02161678
Lowell Vetter
Chanhassen, MN 55317

Dear Randy:

On several occasions, the most recent being May 7, 2004, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the clarification of a "mail receiving unit" when defining "centralized delivery" for the purpose of applying a rural time allowance.

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

In Article 9.2.C.3.b.4, of the National Agreement states:

"Centralized delivery, for the purpose of establishing a rural time allowance, is defined as any mail receiving unit where the carrier has access to more than one individual customer's receptacle by opening only one door, such as Cluster Box Units, Apartment Receptacles, Delivery Centers, Postal Centers, Mailrooms, etc."

The Rural Carrier Duties and Responsibilities, Handbook PO-603 in section 535.223, b. Centralized Boxes, provides:

"Show the number of centralized mailboxes on the route as of the last day of the count. Centralized mailboxes are defined as any mail-receiving unit where the carrier has access to more than one customer's receptacle by opening only one door. This includes such items as CBUs, apartment receptacles, delivery centers, postal centers, mailrooms, etc. Not included are boxes served through nonpersonnel rural units."

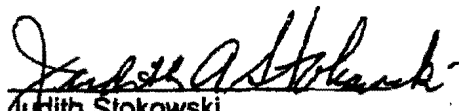
The parties agree that in the instant case the rural carrier entered through one door to make multiple deliveries. It is our understanding that the carrier did not distribute mail into a "mail receiving unit" such as a Cluster Box Unit, Apartment Receptacles, Delivery Center, Postal Center, Mailroom, etc. The parties agree that this type of delivery point would not be considered a "mail receiving unit".


Therefore, the parties agree for the purpose of applying a rural time allowance, this type of delivery would not be considered as centralized delivery.

Based upon the circumstances of the instant case, the parties agree that no further action is necessary.

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

Sincerely,


Judith Stokowski
Contract Administration
(NRLCA/NPMHU)
Labor Relations


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: May 10, 2004

632.524 Location

Curbside mailboxes must be placed so that they may be safely and conveniently served by carriers without leaving their conveyances. They must be reasonably and safely accessed by customers. Boxes must also be on the right-hand side of the road and in the carrier's direction of travel in all cases where driving on the left-hand side of the road to reach the boxes would pose a traffic hazard or violate traffic laws and regulations. On new rural or highway contract routes, all boxes must be on the right side of the road in the carrier's direction of travel. Boxes must be placed to conform to state laws and highway regulations. Carriers are subject to the same traffic laws and regulations as are other motorists. Customers must remove obstructions, including vehicles, trash cans, and snow, that make delivery difficult. Generally, mailboxes are installed at a height of 41 to 45 inches from the road surface to the bottom of the mailbox or point of mail entry. Mailboxes are set back 6 to 8 inches from the front face of the curb or road edge to the mailbox door. Because of varying road and curb conditions and other factors, the Postal Service recommends that customers contact the postmaster or carrier before erecting or replacing their mailboxes and supports.

632.525 Grouping

Boxes should be grouped wherever possible, especially at or near crossroads, service turnouts, or other places where a considerable number of boxes are presently located.

632.526 More Than One Family

If more than one family wishes to share a mail receptacle, the following standards apply:

- a. *Route and Box Number Addressing.* On rural and highway contract routes authorized to use a route and box numbering system (e.g., RR 1 BOX 155), up to five families may share a single mail receptacle and use a common route and box designation. A written notice of agreement, signed by the heads of the families or the individuals who want to join in the use of such box, must be filed with the postmaster at the distributing office.
- b. *Conversion to Street Name and Number Addressing.* When street name and numbering systems are adopted, those addresses reflect distinct customer locations and sequences. Rural and highway contract route customers who are assigned different primary addresses (e.g., 123 APPLE WAY vs. 136 APPLE WAY) should erect individual mail receptacles in locations recommended by their postmasters and begin using their new addresses. Customers having *different primary addresses* but wishing to continue sharing a common receptacle must use the address of the receptacle's owner and the "care of" address format:

JOHN DOE
C/O ROBERT SMITH
123 APPLE WAY

Customers having a common primary address (e.g., 800 MAIN ST) but different secondary addresses (e.g., APT 101, APT 102, etc.) may continue to share a common receptacle if single-point delivery is

authorized for the primary address. Secondary addresses should still be included in all correspondence.

632.527 **Locks**

The use of locks, locking devices, or inserts on curbside mailboxes on rural and highway contract routes is prohibited. See the list of curbside mailbox manufacturers for approved locking style mailboxes (a current listing of approved manufacturers and models can be obtained from the office listed in section [632.511](#)). The Postal Service does not allow carriers to open locked boxes and does not accept keys for this purpose.

632.528 **Unstamped Newspapers**

Curbside mailboxes are to be used for mail only, except for newspapers regularly mailed at Periodicals rates. Publishers of these newspapers may, on Sundays and national holidays only, place copies of the Sunday or holiday issues in the rural and highway contract route boxes of subscribers, with the understanding that these copies must be removed from the boxes before the next day on which mail deliveries are scheduled.

632.529 **Newspaper Receptacles**

A receptacle for the delivery of newspapers may be attached to the post of a curbside mailbox provided that no part of the receptacle interferes with the delivery of mail, obstructs the view of the flag, or presents a hazard to the carrier or the carrier's vehicle. The receptacle must not extend beyond the front of the box when the box door is closed. No advertising may be displayed on the outside of the receptacle, except the name of the publication.

632.53 **Nonconforming Mailboxes**

Carriers must report to the postmaster any existing mailboxes that no longer conform to postal regulations. The postmaster sends PS Form 4056, *Your Mailbox Needs Attention*, to the owners of these boxes to request that they remedy the irregularities or defects. All newly installed or replacement mailboxes must be approved models in accordance with USPS-STD-7. A current listing of approved manufacturers and models can be obtained from the office listed in section [632.511](#).

632.54 **State and Local Regulations**

Some states have enacted laws that are more stringent and specific about the type of mailbox that may be used, the post or support that must be used to mount the mailbox, and the location of the delivery equipment. Regulations and recommendations published here might not reflect appropriate requirements for your area. When providing guidance to the general public concerning mailbox placement and replacement, advise them not only of postal regulations but also of any mailbox regulations that you know have been enacted by state or local authorities.

632.6 **Apartment House Receptacles**

632.61 **General**

Specifications for construction and approval procedures for manufacturers are covered in USPS STD 4C (RDD), Wallmounted Mail Receptacles.

CHAPTER 5 ROUTE INSPECTIONS AND MAIL COUNTS

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511 DEFINITION

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512 FREQUENCY

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Use the current Form 4003, *Official Rural Route Description*, on the inspection trip to ensure that the line of travel being followed is correct. While the length of the route shown on the Form 4003 is measured by traveling the most direct drive practical without pulling out to serve mailboxes, make a check of the difference in odometer miles recorded in the carrier's vehicle and the official length shown on Form 4003. Should the two mileages vary widely, the route should be remeasured. (See Chapter 6 for remeasurement procedures.)

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515.1 Count of Boxes

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.21 Count the minimum number of potential stops required to serve every box on the route, i.e. the number of times a carrier must move the vehicle in order to serve all boxes on the route as determined by the manager.

.22 Where a group of boxes can be served without moving the vehicle, record one vehicle stop for that group of boxes.

.23 Do not count stops for stoplights, stop signs, etc.

.24 Prepare a worksheet before beginning the inspection to facilitate tallying the boxes and stops. Such a worksheet is shown in Exhibit 515.2a. By numbering the items on the front of a PS Form 4056, *Your Mailbox Needs Attention* (Exhibit 515.2b), you can note mailbox irregularities on the worksheet without delaying the carrier.

516 COUNT OF FAMILIES

516.1 Definition

For Postal Service purposes, the term "family" is considered the same as "household."

516.2 Procedure

.21 Count a single residence as a household consisting of only one family regardless of the number of residents or their relationship.

.22 In duplex or other multi-unit residential buildings, count each occupied separate unit as a household consisting of only one family.

517 REVIEWING ROUTE**517.1 Road Conditions**

.11 Observe and note road and traffic conditions which hamper delivery service.

.12 Notify the appropriate highway official of public roads needing attention using Form 4024, *Request to Repair Roads*.

.13 Send Form 4024 to the owner of private roads that need repair.

517.2 Mailbox Irregularities

.21 Note the condition of mailboxes during the route inspection for possible irregularities.

.22 Form 4056, *Your Mailbox Needs Attention*, is designed to notify customers of any irregularities noted. The postmaster will prepare a Form 4056 for each box having an irregularity, using the inspection worksheet as a basis.

.23 Remind carriers of their responsibility to notify management promptly when they observe mailbox irregularities.

.24 If the irregularities remain uncorrected, service may be withdrawn in accordance with Part 613.3 and Part 636.4, POM.

517.3 Equipment

Review the following items and take appropriate action to correct any deficiencies:

- a. Casing equipment.
- b. Vehicle used on route:

(1) Is it adequate?

(2) Is it properly maintained?

- c. Accident report kit (Item 087-H).
- d. Carrier supply of stamps and forms.
- e. Carrier's S.F. 46, *U.S. Government Motor Vehicle Operator's Identification Card*.
- f. Does carrier have a valid state driver's license?

517.4 Carrier Performance

Review the following areas and take action to correct any deficiencies:

- a. Are the carrier's work habits and quality of service satisfactory?
- b. Does the carrier properly maintain trip reports, roster of customers, and case labels?
- c. Does the carrier serve the route in accordance with the latest official description?
- d. If the route serves an intermediate office, is the carrier's arrival time, leaving time, and work performed at that office satisfactory?

517.5 General

In addition to the above, check, verify, and/or correct, as appropriate, the following additional items:

- a. Is the carrier's schedule proper and is it observed?
- b. Can travel be reduced?
- c. Does the carrier transport city carrier relays?
- d. Does the carrier transport locked pouches and is the proper time allowance credited or monetary allowance paid for it?
- e. If collection service and/or mail exchange is accomplished, is it warranted?

method are eliminated if the clerk has to make additional trips to obtain additional accountables; therefore, all accountables must be delivered at the same time.

.243 Multi-Delivery Unit Buildings/Use of Apartment House Directories

a. All mail, addressed to apartments or buildings, not having an apartment or room number is entitled to directory service but not in the post office. Apartments and buildings are required to provide directories as described in Publication 17, *Apartment House Mail Receptacles*.

b. Carriers are expected to case mail not bearing apartment or room numbers based on their own personal knowledge. Mail without apartment or room numbers, and unknown to the carrier, is kept separate from other mail for the apartment or building. The carrier may refer to the directory in the apartment or office building to complete delivery of mail. (See Publication 17, Section D, Paragraph I.) *No directories are to be maintained in the post office.*

.244 Markups

a. *Offices with the Central Markup-Computerized Forwarding System.* The undeliverable mail cased into the "A" through "Z" and CMU/CFS separations is to be placed in the designated location as the carrier leaves for the route.

b. *Offices without the Central Markup/Computerized Forwarding System.* The rural carrier will process all markup and undeliverable-as-addressed mail according to instructions in the Handbook M-37.

360 CARRIER WORK METHODS—ROUTE

361 GENERAL

It is as important for the carrier's *delivery methods* to be as efficient and productive as the *office functions*. The delivery unit manager must determine if the carrier is following the standard operating procedures listed below.

362 LOADING

The mail must be loaded in the vehicle in order of delivery. It is essential that carriers maintain the delivery sequence of mail in the vehicle. This permits ready identification and retrieval of mail to be delivered and contributes to an efficient delivery operation. Safety is an important factor and the task of replenishing mail or obtaining the next parcel for delivery is only done when the vehicle is stopped.

363 MAIL SETUP

Usually, it is most efficient to place mail in trays when withdrawn from the carrier case. Letters and flats to be delivered first must be loaded so they are readily available for delivery to the box by the carrier. Parcels must be aligned in delivery sequence in the vehicle convenient to the carrier.

364 SERVING BOXES FROM THE VEHICLE

Generally, the carrier serves mailboxes without leaving the vehicle. Occasionally, it may be necessary to have the carrier dismount to serve a box temporarily blocked by snow or a parked vehicle, etc.

365 DISMOUNT DELIVERIES

365.1 The postmaster or designee is responsible for authorizing dismount delivery. The establishment of dismount delivery should not be considered unless it serves:

- a. Apartment house complexes or other multiple dwelling units which use or qualify to use apartment house receptacles.
- b. Shopping Centers
- c. Nursing homes, schools, etc.
- d. A delivery point receiving a sack of mail and/or parcel post daily.
- e. Single point delivery to a central location.
- f. Clustered boxes or neighborhood delivery and collection boxes.
- g. Individual, groups, or clusters of boxes, located behind the sidewalk, where solid sidewalks abutting

the curb prevent normal rural delivery service from the vehicle. (This type of service must be approved by the Regional Postmaster General or his designee.)

365.2 A satchel should be used for the dismount delivery portion of the route. Extra trips to and from the vehicle must be avoided unless absolutely necessary. The delivery vehicle must be closed and locked at any time the vehicle is not in full view of the carrier.

366 ORDINARY PARCEL POST

If delivery of parcels too large for the mailbox cannot be made (see Part 332 Handbook M-37), carriers must leave Form 3849-A, *Delivery Notice or Receipt*, in the customer's mailbox (apartment house receptacles included), unless the customer has

submitted a written statement authorizing such parcels to be left outside the mailbox.

367 SPECIAL SERVICES MAIL

Registered, special delivery, certified, numbered insured, COD, customs, and Express Mail must be delivered to the customer's residence in accordance with instructions in Handbook M-37.

368 COLLECTION OF MAIL

368.1 Carriers must collect mail from customer boxes when the flag is raised and from other approved designated collection points on the route.

368.2 Carriers will collect mail from designated collection boxes as scheduled.

CHAPTER 6 MEASUREMENT OF RURAL ROUTES

610 REQUIREMENT

611 INITIAL MEASUREMENT

All newly established routes must be officially measured. New routes include any route established:

- a. To serve areas where no previous delivery service was offered.
- b. To relieve overburdened routes.
- c. As a result of adjustment of routes.
- d. By a consolidation of routes.
- e. By conversion of highway contract routes.

612 REMEASUREMENTS

Existing rural routes will be remeasured when:

- a. Line of travel is affected.
- b. Adjustments are made to the rural routes of an office.
- c. The mileage recorded during the inspection of a route varies with that recorded on Form 4003, *Official Rural Route Description*.
- d. It is requested by the rural carrier.
- e. It is deemed necessary by management.

620 PROCEDURES

621 MEASUREMENT AND REMEASUREMENT

The postmaster or designee will remeasure the rural route using a measuring device tested for accuracy. If

an odometer is used, drive the vehicle over a known distance to prove the accuracy of the odometer. Do not make the measurement with the carrier while serving the route. Start and end the measurement at the authorized loading and unloading area of the route. The roads must be traveled by the most direct line practical without pulling in and out to service mailboxes.

622 LENGTH OF ROUTE IS UNCHANGED

If it is determined that the route's length before and after remeasurement is the same, place a memorandum in the route folder indicating the date of the measurement, the method used, and the finding.

623 LENGTH OF ROUTE IS CHANGED

If the correct length is longer or shorter and there is no dispute, complete Form 4003, *Official Rural Route Description*, (covering the remeasurement) and a memorandum documenting the date of the remeasurement and the method used.

624 LENGTH OF ROUTE IN DISPUTE

If the length of the route is in dispute, complete Form 4003, and memorandum as outlined in Part 623. Include in the memorandum an outline of the nature of the dispute.

625 ACTION TO CORRECT ROUTE LENGTH

625.1 Effective Date

When the correct length has been determined, whether longer or shorter, establish the effective date on Form 4003 at the beginning of the next pay period. Process Form 4003 as outlined in Chapter 4, *Extensions of Rural Routes*.

~~incurred by the carrier as a result of the flat tire will be compensated in the same manner as for any other vehicle failure in lieu of the twelve dollar (\$12) fee (see Section 2 below).~~

D. Routes assigned USPS vehicles will be compensated using the following standard allowances:

1. Twenty-four (24) minutes per week for completing PS Form 4570 (Vehicle Time Record) daily, the vehicle check (as outlined on Notice 76), and PS Form 4565 (Vehicle Repair Tag), as appropriate.
2. A 4.5-minute allowance for each fueling of the vehicle. The time to be added to the weekly evaluation is determined by multiplying the daily route miles (DRM) times six (6) days divided by one hundred (100) miles per fueling times the 4.5-minute fueling allowance.
3. If the fueling location is not on the route line of travel, the deviation is determined by measuring the distance in miles and hundredths to and from the fueling station and the official line of travel. The average daily deviation mileage is added to the daily route miles utilizing PS Form 4003. The

mileage addition on the PS Form 4003 is determined by multiplying the mileage deviation times daily route miles times six divided by 100 miles per fueling divided by six (6) days equals daily average deviation.

4. In no instance will a route using a USPS provided vehicle receive less than thirty (30) minutes allowance per week for the activities described in D.1, D.2, and D.3 above.
- E. The carrier may be requested, but not required, to provide a replacement vehicle during periods when the USPS vehicle is not available. The carrier will receive the equivalent of one (1) full day of the route's regular Equipment Maintenance Allowance (EMA) for each day, or portion thereof, that a vehicle is provided.
- F. A carrier will not be required to operate a USPS vehicle until the carrier has been trained and has passed the standard Employer driver test for the vehicle provided. This requirement is waived for carriers who have a valid OF-346 for the vehicle type being provided. Any required training will be on the clock and the carrier will be compensated in the same manner as that provided for vehicle failure. The carrier will be given every

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e. If collection service and/or mail exchange is accomplished, is it warranted?



508.3.2.3

3.2.3 Locked Box

A mailbox with a lock must have a slot that is large enough to accommodate the customer's normal daily mail volume. The USPS neither opens a locked box nor accepts a key for this purpose.

3.2.4 Mailbox Post

The post or other support for a curbside mailbox must be neat and of adequate strength and size. The post may not represent effigies or caricatures that tend to disparage or ridicule any person. The box may be attached to a fixed or movable arm.

3.2.5 Advertising

Any advertising on a mailbox or its support is prohibited.

3.2.6 Location

Subject to state laws and regulations, a curbside mailbox must be placed to allow safe and convenient delivery by carriers without leaving their vehicles. The box must be on the right-hand side of the road in the direction of travel of the carriers on any new rural route or highway contract route, in all cases where traffic conditions are dangerous for the carriers to drive to the left to reach the box, or where their doing so would violate traffic laws and regulations.

3.2.7 Address Identification

Every curbside mailbox must bear the following address information:

- a. A box number, if used, inscribed in contrasting color in neat letters and numerals at least 1 inch high on the side of the box visible to the carrier's regular approach, or on the door if boxes are grouped.
- b. A house number if street names and house numbers have been assigned by local authorities, and the postmaster authorizes their use as a postal address. If the box is on a different street from the customer's residence, the street name and house number must be inscribed on the box.

3.2.8 Owner's Name

The mailbox may bear the owner's name.

3.2.9 More Than One Family Sharing a Receptacle

If more than one family wishes to share a mail receptacle, the following standards apply:

- a. **Route and Box Number Addressing.** On rural and highway contract routes authorized to use a route and box numbering system (e.g., RR 1 BOX 155), up to five families may share a single mail receptacle and use a common route and box designation. A written notice of agreement, signed by the heads of the families or individuals who want to join in the use of such box, must be filed with the postmaster at the delivery office.
- b. **Conversion to Street Name and Number Addressing.** When street name and numbering systems are adopted, those addresses reflect distinct customer locations and sequences. Rural and highway contract route customers who are assigned different primary addresses (e.g., 123 APPLE WAY vs. 136 APPLE WAY) should erect individual mail receptacles in locations recommended by their postmasters and begin using their new addresses. Customers having different primary addresses who wish to continue sharing

a common receptacle must use the address of the receptacle's owner and the "care of" address format:

JOHN DOE
C/O ROBERT SMITH
123 APPLE WAY

Customers having a common primary address (e.g., 800 MAIN ST) but different secondary addresses (e.g., APT 101, APT 102, etc.) may continue to share a common receptacle if single-point delivery is authorized for the primary address. Secondary addresses should still be included in all correspondence.

3.2.10 Delivery of Unstamped Newspapers

Generally, curbside mailboxes are to be used for mail only. However, publishers of newspapers regularly mailed as Periodicals may, on Sundays and national holidays only, place copies of the Sunday or holiday issues in the rural route and highway contract route boxes of subscribers if those copies are removed from the boxes before the next scheduled day of mail delivery.

3.2.11 Newspaper Receptacle

A receptacle for newspaper delivery by private carriers may be attached to the post of a curbside mailbox used by the USPS if the receptacle:

- a. Does not touch the mailbox or use any part of the mailbox for support.
- b. Does not interfere with the delivery of mail, obstruct the view of the mailbox flag, or present a hazard to carrier or vehicle.
- c. Does not extend beyond the front of the mailbox when the box door is closed.
- d. Does not display advertising, except the publication title.

3.3 Wall-Mounted Centralized Mail Receptacles

3.3.1 Manufacturer Requirements

Manufacturers of wall-mounted centralized mail receptacles used for mail delivery must receive approval under the specifications and procedures in USPS Standard 4. The specifications and other information can be obtained by writing to USPS Engineering (see [608.8.0](#) for address).

3.3.2 Customer Requirements

The installation of proper equipment is required for delivery service. The type of equipment must be approved by the USPS under [3.3.1](#) and must be appropriate for the structure. Customers should discuss the types of approved equipment permitted for their structures with their postmaster before purchasing and installing delivery equipment.

M-52



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

RECEIVED

MAY 11 1983

NRLCA

May 13, 1983

Mr. Dallas N. Fields
Director, Labor Relations
National Rural Letter Carriers' Association
1750 Pennsylvania Avenue, N.W.
Suite 1204
Washington, D.C. 20006-3399

Re: Class Action
Linden, MI 48451
HLR-4B-C 11305

Dear Mr. Fields:

On January 13, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented as well as the applicable contractual provisions have been reviewed and given careful consideration.

The question in this grievance is whether or not management violated the 1981 National Agreement when non-preferential mail addressed to a street or route, but known to be waste, was discarded rather than distributed to the rural carriers during the 1982 mail count.

According to the file, distributors in this local office have normally discarded non-preferential mail of no obvious value when it was recognized as being undeliverable rather than distribute it to the rural carrier. This was not specifically done with the intention of depriving the rural carriers of mail count volume during the two-week counting period.

However, we mutually agreed that the discarding of mail in this manner is inconsistent with postal procedure and should be discontinued. If discontinuance of this activity will result in an increase of the workload of the rural carriers in this office, the carriers will be entitled to a recount, if they desire.


We mutually agreed that if the carriers desire a recount under these circumstances, it shall be accomplished under the

Mr. Dallas N. Fields

2

special count provisions of Article 30, Section 1.C.12.a.3., of the National Agreement. The special count must be completed within 90 days of receipt of this decision. Retroactive compensation, if appropriate, shall be from the 1982 mail count.

Sincerely,


Robert L. Eugene
Labor Relations Department



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

October 24, 1983

P-93

RECEIVED

NOV 13 1983

NRLCA

Mr. Dallas N. Fields
Director, Labor Relations
National Rural Letter Carriers' Association
1750 Pennsylvania Avenue, N.W.
Suite 1204
Washington, D.C. 20006-3399

Re: J. Beasley
Summerville, SC 29483
HLR-3P-C 19988

Dear Mr. Fields:

On August 30, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The grievance concerns the contention by the union that all presort mail should be cut and sorted before being given to the rural carrier on route 4.

Based on information presented and contained in the grievance file, the grievance is denied. The mail in question is being handled presently the same way it was handled during the September 1982 mail count. Postmasters may take steps to reduce presort errors by working the mail through the distribution case before sending to the rural carrier, and presort mail that contains minimal errors may be sent directly to the rural carrier.

Time limits extended by mutual consent.

Sincerely,

Robert L. Eugene
Labor Relations Department

count on all days during the count period, including the two additional weeks of the boxholder count. (This requirement is applicable where post offices are closed on Saturday and supervisory personnel are not normally on duty.) The rural carrier may observe and may also count the mail. However, mail delivered and collected must be counted by the postmaster or supervisor and entered on the daily count forms. Carriers may observe, if they wish, the mail count on their relief days or on days they are in a leave status. (Any carrier, who observes the mail count on a relief day, or while in a leave status, must be in a non-duty status and must not participate in the office work activities.)

526.3 Control of Forms

Care must be exercised by the postmaster or supervisors in controlling mail count forms in order to assure that all entries are proper.

526.4 Casing of Mail by Carrier

.41 The principle underlying the count is that the same mail flow conditions prevail during the count period that are normally in effect the rest of the year. Postmasters and supervisors must see that all mail available up to the normal morning cutoff time for distribution on the day preceding the count is delivered on that day and that all mail available up to the normal morning cutoff time on the last day of the count will be included in the count and delivered.

.42 *Available mail is that mail distributed and placed on carrier case ledges, in hampers, trays, or on the floor beneath the carrier case, and that which is in distribution cases up to the cutoff or final withdrawal time prior to departure time to serve the route.* It does not include mail distributed after the scheduled cutoff or final withdrawal time, or mail received too late for distribution, as long as the requirements in Part 612.1, *Postal Operations Manual*, are met.

Note: The withdrawal of mail from distribution cases by carriers or the placing of mail at or near carrier cases by another employee will be in accordance with the Nationally established criteria. The withdrawal procedure established for the count period must be the same as that which will *normally* be followed the remainder of the year.

.43 Mail will be distributed to ensure a normal flow on the day preceding the count period and the

last day of the count. All simplified address mail available at delivery units will be distributed to rural carriers during the count period; except that where a commitment has been made to a mailer to deliver on a specific date other than the count period, the mailer's request must be honored.

.44 The method of handling or casing boxholder mail shall be at the option of the carrier. However, no time allowance will be granted under Column E of Form 4241.

.45 Carriers who normally case mail upon return to the office after completing their routes are to continue this practice on the Saturday preceding the count and during the count period. Carriers who *do not* case mail upon return to the office after completing their routes will *not* do so on the Saturday preceding the count nor during the count period. All mail is to be recorded on the Form 4239 for the day of the count on which it is cased. Therefore, mail cased on the Saturday preceding the count period will not be included in the count. However, mail cased after the carrier returns from serving the route on the last day of the count will be credited on the same Form 4239 used earlier in the day and will be included in the annual count.

526.5 Requisitioning Mail Count Forms

.51 Forms 4239, 4239-A, and 4241 are available at supply centers and will be ordered by management sectional center post offices only. Each management sectional center office will:

- a. Requisition quantities sufficient for the number of rural routes under its jurisdiction and for each intermediate office served by these routes.
- b. Distribute forms automatically to those post offices having rural routes.

.52 Additional requirements will be ordered on Form 7380, *Requisition for Supplies*, during regular requisitioning cycles.

.53 Management sectional centers are cautioned not to over-order Forms 4239, 4239-A, and 4241. Submit requisitions for only the amount of forms that will be required during the annual mail count period and for special counts to be conducted during the year.

.12 Flat Mail

Flat mail must be placed on, under, or near the carrier case and stacked neatly in piles.

352.2 Withdrawal of Mail by Rural Carriers**.21 Morning**

Upon reporting, the carrier will sweep the distribution cases of all letter and flat mail. No more than two additional withdrawals should be made in the morning, including the final withdraw as required in Part 351.

.22 Afternoon

Upon returning from the route, the carrier will obtain all letter and flat mail available from the distribution case and place it on the carrier case ledge or neatly in piles beside the carrier case whichever is appropriate.

353 CASING METHODS**353.1 General**

The casing systems in use in the rural delivery service are divided into three general categories, the one bundle system, the modified one bundle system, and the two bundle system.

353.2 One Bundle System**.21 General**

Under the one bundle system, the carrier will case both letter and flat mail into the letter case separations. Under this system, the size and number of boxes per separation is determined by the postmaster or supervisor after considering the volume and mix of mail on the route. (See Part 342.221.)

.22 Casing Letters

The carrier cases letters into the case separation.

.23 Casing Flats and Other Non-Letter Size Mail

.231 Flat mail and other odd size non-letter mail that will fit are cased in the same separation as letter mail. These items should generally be cased after letter size mail. However, such items may be cased before letter size mail when it would not result in a delay in the redistribution of missorted mail. Flats and other non-letter size mail that will not fit in the separations are handled separately. (See Part 354.223d for instructions.)

.232 When the one bundle system is used, catalogs that cannot be cased with other mail will be cased and strapped out as a separate bundle.

353.3 Exception (Modified One Bundle System)

In some areas, if approved by management, flats or letters may be sorted and strapped out separately, using just one case. Generally, letters would be sorted and strapped out first, then the flat mail would be handled. This system will be authorized only if it would not result in a delay in the redistribution and delivery of missorted preferential mail.

353.4 Two Bundle System**.41 General**

Under the two bundle system letter mail is cased first into the letter separations. When the available letter mail has been cased, the carrier concentrates on the flat mail. Flats are cased into horizontal separations which conform to the break points of the letter separations. After flats are sorted, they are withdrawn from the horizontal separations and sequenced for delivery. Individually addressed merchandise samples which are difficult to handle when mixed with flats are handled separately.

.42 Odd Pieces

Any odd piece of mail mixed with the flat mail (except an obvious average size letter) are to be cased with the flat mail. The carrier should not double handle this mail by holding it out and casing it later.

.43 Casing Letters

.431 The carrier sequences letters into one-inch separations with two addresses to a separation. The



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

Re: H95R-4H-C 96076679
Class Action
Largo, FL 34640-9998

Dear Mr. Root:

On several occasions, the most recent being January 29, 1997, 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 can require rural carriers to withdraw mail from more than one "hot case" without additional compensation.

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

The parties agree that the "hot case(s)" may be used as, and considered a distribution case in accordance with Part 212.11 of Handbook PO-603, Rural Carrier Duties and Responsibilities. Rural Carriers with withdrawal time may be required to withdraw mail 3-times each morning from all the distribution cases. However, a final withdrawal (separate from the 3 previous withdrawals) of preferential letters and flats only involves one designated letter and flat case just before leaving for the route, pursuant to Part 212.14 of the PO-603.

Therefore, if the local office is requiring the rural carriers to withdraw mail from more than one hot case on the final withdrawal, just before leaving for the route, it shall either cease or determine additional appropriate compensation.

H-70.70

Mr. Leo Root
re: H95R-4H-C 96076679
Page 2

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

Sincerely,



William Daigault
Contract Administration
(NALC/NRLCA)
Labor Relations



Leo J. Root
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 2/21/97

LABOR RELATIONS



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

Re: E00R-4E-C 02146601
Donavan Mozena
Spencer, IA 51301

Dear Randy:

On several occasions, the most recent being May 7, 2004, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

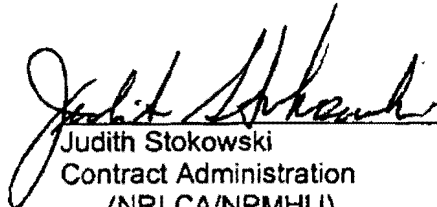
The issue in this grievance concerns how withdrawal credit is recorded when a rural route's official route description includes service at an intermediate post office(s).


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

If the "head-out" office and/or the intermediate office(s) requires the carrier to withdraw mail, the Rural Delivery Statistic Report, PS Form 4241, and/or other rural route evaluation forms, would reflect "yes" for withdrawal credit for the route.

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

Sincerely,


Judith Stokowski
Contract Administration
(NRLCANPMHU)
Labor Relations


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: May 7, 2004



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

M-44

RECEIVED

JUN 22 '82

NRLCA

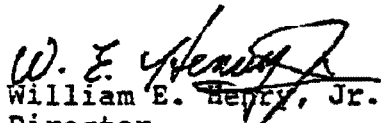
June 21, 1982

Mr. Wilbur S. Wood
President
National Rural Letter Carriers'
Association
Suite 1204
1750 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Dear Mr. Wood:

Enclosed is our position paper on four specific questions which we anticipate to arise during the 1982 mail count. It is provided for your information in an effort to eliminate in advance any possible misunderstanding. Should you have any questions, please contact Howard R. Carter of our staff.

Sincerely,


William E. Henry, Jr.
Director

Office of Grievance
and Arbitration
Labor Relations Department

Enclosure

A. Reference M-37, 525.12 Col. Q Loading Time

Question Are carriers entitled to loading time for placing bundles of mail into a hamper or gurney?

Answer "The time required to place mail in gurneys or hampers will be included in loading time." This excerpt from M-37, 525.12 Col Q was intended to address situations that required the carrier to load mail from the floor or other location into a hamper or gurney for transport to the vehicle. A common example of this is boxholder mail which is not ordinarily cased. Loading time would include the time needed to place boxholder bundles into a hamper or gurney. It would also be applicable if, because of space restrictions, the carrier is required to strap-out mail; place it on the floor or case ledge, and then transport it to a gurney or hamper at the end of the carrier-case aisle. It was not intended to be applied to situations where the carrier straps out mail and places it directly into a gurney or hamper in lieu of placing on the floor.

B. References M37, 525.12 Col. Q (Sequencing parcels)
M37, 211.2, 211.3, and 524.2 Withdraw of Mail

Question Does obtaining the parcel post hamper entitle a carrier to the withdraw allowance?

Answer Obtaining the parcel hamper is not considered part of withdraw of mail. In the references cited, an important reference has been overlooked. M-38, Section 344.23 states that gurneys and hampers shall be located convenient to the carriers. By conveniently located, it is meant for the hamper or gurney to be in close proximity to the carrier's case. If the hamper/gurney is so located, and all other mail is prepared as required in Section 211.3 of the M-37, then the fact that the carrier must walk a few steps to obtain the parcel hamper/gurney would not justify allowing withdraw time. If the parcel container is not located according to section 244.23 of M-38, action should be taken to do so. Finally, if the physical lay-out of the office or space constraints make it impossible to comply with the provisions of the M-38, and it is not possible to have the hampers/gurneys transported to the carrier area by a clerk or mailhandler, then consideration should be given to changing the procedures at the office to allow for carrier withdraw of all mail.

C. References M-37, 211.2, 211.3 and 524.2

Question If a carrier is required to take mail from sacks is he eligible for the withdraw credit?

Answer Section 211.2c of the M-37 states in part "If flats are received in sacks, remove them promptly and stack neatly on the floor or in hampers when provided." Section 211.3a of the M-37 states "Mail will be placed on your case ledge or as described in part 211.2b and c when you report." Except for the provision for a final withdraw from the "hot case", there is no provision for a partial credit for carrier withdraw of mail. If a carrier is required to perform a portion of the withdraw function, such as dumping mail from sacks, then the carrier is entitled to the withdraw allowance.

D. Reference M-37, 525.12 Col. R

Question Are carriers entitled to time in addition to the standard dismount allowance for unlocking doors, climbing stairs, etc?

Answer The dismount allowance was intended to reduce the actual time entries made on the Form 4241. It was designed to be applicable to the majority of dismount situations (i.e., dismount from the vehicle, entering through doors, traversing minimal quantities of steps, etc.). The time required to obtain a key from a keyholder, unlock a door, and replace the key was never considered in determining the allowance. Therefore, if this function is required of a rural carrier, then that carrier is entitled to credit (in Column R) for the time associated with unlocking the door in addition to the standard dismount allowance. Finally, because the allowance was designed to cover the normal situation, it is probable that time adjustments might be necessary (using Column R) in certain other atypical situations. For example, if the carrier is required to use an elevator, or to traverse an inordinate amount of steps, etc., an additional time allowance may be warranted.

^a
In anticipation of a question that the above explanation may raise, there is no specific guideline as to where a minimal amount of steps becomes an inordinate number of steps. For example, it can't be said the ten (10) is minimal and eleven (11) is inordinate. That determination must be made by the manager on the location, and like all management actions, it is challengeable by the carrier through the grievance procedure. Managers should remember that the dismount allowance is computed at an average of four miles per hour for the distance traveled. While the intention of the allowance was to minimize the need for Column R entries, where unusual conditions exist, managers must consider the impact of those conditions on the time needed to perform the dismount function.

All Offices With Rural Delivery

M-38 REVISION—MAIL WITHDRAWAL ON RURAL ROUTES

The following change in the mail withdrawal policy should allow rural delivery managers to review the current withdrawal procedure used in their office and determine whether a change in this procedure would be beneficial. Where a change is proposed, the regular rural carriers in an office by majority vote may elect to withdraw mail if they also agree to conduct the daily unit volume recording. The recording of volume means entering the daily linear footage of letter and flat mail received in a single entry in the comment section of Form 4240, *Daily Trip Report*. In addition, they should record the number of boxholder sets received. In all instances, the procedure used should be the same throughout the office.

The withdrawal time allowance will be added to or deducted from the evaluation of any route that has the withdrawal function added or subtracted in the same manner that the Postal Service adds or subtracts time to a route when it authorizes or removes from a route evaluation parcel lockers, USPS owned/leased vehicles, etc.

Part 351 of Handbook M-38, *Management of Rural Delivery Services*, is revised to read as follows:

350 Carrier Work Methods—Office

351 Obtaining Mail

351.1 Carriers will withdraw mail from distribution cases when the mail has not been placed on their case ledge by a clerk or mailhandler in accordance with Part 352.1. However, all carriers, including those exempt from general mail withdrawal requirements, must make a final withdrawal of letters and preferential flats from the designated distribution case before leaving for the route.

351.2 Changes in withdrawal procedures for rural routes will be made in accordance with the following:

a. Managers may change the methods, means, and/or personnel by which such operations are

conducted in all offices with rural delivery. When management determines it would be operationally advantageous to change the withdrawal procedures currently used in a unit, the local NRLCA steward (or state steward if a local steward is not available) must be advised of the proposed change. If management proposes a change in withdrawal and the majority of regular carriers in the unit wish to perform the withdrawal function, all carriers in the unit will withdraw all mail, provided they agree to assume the responsibilities associated with daily unit volume recording.

If the majority of carriers elect not to perform the withdrawal function, mail will be provided to them in accordance with Part 352.1. In these cases, management will perform the daily unit volume recording function.

Note: The withdrawal allowance will be credited to any route where a carrier is required to perform any withdrawal function other than a final withdrawal from a designated final distribution case before leaving to serve the route.

b. Improvements in efficiency at the individual office and assurance that withdrawal of mail, if by an employee other than the rural carrier, will not normally require the carrier to wait for mail, must be supplied in writing to the Management Sectional Center. Additionally, when it is proposed to remove the withdrawal function from rural carriers in a unit, an analysis of rural and clerical time required to perform mail withdrawal must be accomplished.

c. Assessment will be on an office-by-office basis at management discretion.

d. Normally, there should be no significant schedule changes resulting from a change in the method of withdrawing mail.

A future revision of Handbook M-38, *Management of Rural Delivery Services*, will include this revision.—*Delivery Services Dept., 8-6-87.*



PREVENT THEFT

**KEEP CASH OUT OF
PUBLIC VIEW**

Deliver on first delivery trip all mail received at the central distribution facility prior to established city delivery cut-off time."

Section 612.12—Other Second and Third-Class. Deliver not later than second delivery day after day of receipt (daily receipt to begin at 12:00 midnight unless Regional Postmaster General approves different time). Deliver mail received on Saturday, no longer than Tuesday. Deliver circulars received on a day preceding a holiday no later than the second delivery date following the holiday.

Section 612.13—Third and Fourth-Class Parcels. Where possible, schedule delivery of parcels on a delivery trip which will permit achievement of published service standards for these classes of mail.

Withdrawal of Mail

The withdrawal procedure established for the count period should be the same as that which will **normally be followed the remainder of the year.**

The most frequent dispute on withdrawal of mail results from a misunderstanding on dumping of sacks. If withdrawal of mail is by employees other than rural carriers, mail must be placed on your carrier ledge or, as described in 211.2 of the M-37 Handbook. If you withdraw your mail as outlined in 211.2, you should "place letter mail on your case ledge, either in trays or stacked loose, no more than one row high. The mail must be faced right with stamps down whether you place it loose on the case ledge or work it directly from a tray."

If you withdraw your own mail, you should "place flat mail on, under, or near your case in neatly stacked piles. If flats are received in sacks, remove them promptly and stack neatly on the floor or in hampers when provided. Examine sacks after dumping to insure that they are empty. Remove sack labels and deposit empty sacks in the designated place."

It is on those two issues that most of the disagreements occur if someone other than the rural carrier withdraws mail. Section 211.3 states, "If withdrawal of mail is by employees other than rural carriers:

- a. Mail will be placed on your case ledge or as described in Part 211.2.b and c. when you report."

That simply means if someone other than you withdraws your mail, they **must dump mail from sacks and stack them in neat stacks on or near your carrier case.** If you are required to dump sacks, you are entitled to withdrawal of mail allowance. This **does not** include cutting of straps or plastic wrappers from bundles of mail. That is a carrier's responsibility.

Even Flow of Mail

Mail should be distributed to insure a normal flow on the day preceding the count period and the last day of the count period. The manager should not work extra

clerk hours for the expressed purpose of clearing out mail volume prior to the count and clerk hours should not be curtailed on the day the count should end. The mail count, this year, will begin on Saturday, September 17, and end on Friday, September 30. Excessive effort should not be exerted prior to the beginning nor should mail be curtailed on the final day of mail count.

The worksheet for counting should be used in the same manner it has been used in previous mail counts. All mail should be recorded on the Daily Count Form (PS Form 4239) and a copy of that Daily Count Form should be provided the carrier **before the mail is strapped out.** If any dispute over numbers contained on the Daily Count Form are encountered, that dispute should be resolved prior to the delivery of that day's mail.

For those offices under the CMU-CFS forwarding procedures, remember, the separation labeled "Moved, Left No Address," has been removed and a new separation labeled "COA (Change of Address) and Entry Mail" should be placed on your case. Preferably, this separation should be located in front of the A-Z separations.

In a recent meeting with Postal Headquarters' Officials, they assured us if mail count seminars are held for Postal Managers, either at the MSC or District level, representatives from the NRLCA would be invited to participate in those seminars just as we did last year.

Complete mail count instructions were contained in *The National Rural Letter Carrier* issue dated August 14, 1982. Except for those items highlighted in this article, the special count in September should be held under the same guidelines as those outlined in that issue of *The National Rural Letter Carrier* magazine.



LABOR RELATIONS



Mr. Gus Baffa
President
National Rural Letter Carriers'
Association
1630 Duke Street, 4th Floor
Alexandria, VA 22314-3465

Re: E95R-4G-C 99088097
Class Action
Humble, TX 77338-9998

Dear Mr. Baffa:

The parties recently met in pre-arbitration discussion regarding the above referenced case.

The issue in this grievance is whether rural carriers are entitled to additional time credit, above the standard withdrawal allowance, for retrieval of parcel hampers.

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

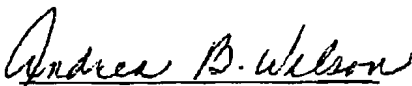
All rural carriers are required to retrieve their parcel hamper without additional time credit, whether or not the rural carrier receives withdrawal credit, provided the parcel hamper is in close proximity to the rural carrier's case. The parties define close proximity as 50 feet (round trip).

During the mail count, if the parcel hamper is not within 50 feet (round trip), the route will be provided additional credit under Column R for only the distance beyond the 50 feet. Measurement will be from the closest edge (wing) on the front side of the carrier's case to the closest edge of the parcel hamper. The distance beyond 50 feet will be credited at .00284 minutes per foot. The credit will not exceed more than one round trip per day.

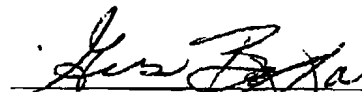
The parties agree that this settlement will be applied to all mail counts subsequent to the 2003 national rural mail count and will be considered the settlement in any other grievance concerning this issue.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the above captioned case and remove it from the pending national arbitration listing.

Sincerely,


Andrea B. Wilson, Manager
Contract Administration
(NRLCA/NPMHU)

Date: 3/19/03


Gus Baffa, President
National Rural Letter Carriers'
Association

Date: 3-19-03



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

Re: A00R-4A-C09133135
Class Action
Colts Neck, NJ 07722-9998

Dear Joey:

On February 24, 2010, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

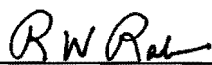
The issue in this grievance is whether management's failure to conduct a pre-count conference at least fifteen (15) days prior to the start of the count should nullify the results of a mail count.

After reviewing this matter, the parties agree management is required to conduct a pre-count conference in accordance with Handbook PO-603, Section 533.11. The pre-count conference is an opportunity for management to introduce changes in operational procedures to be effective with the mail count. The purpose of the pre-count conference is to discuss count procedures and if applicable, introduce operational changes. Failure to meet the 15-day requirement does not nullify the results of the count but retains the work methods, casing equipment, and office procedures in place immediately prior to the mail count in accordance with Handbook M-38, Section 525.1, *Local Conferences*.

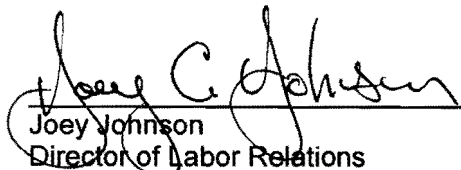
Based upon the circumstances of the instant case, the parties agree that no further action is required.

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.



Reggie W. Rabon
Labor Relations Specialist
Contract Administration (NRLCA)
U.S. Postal Service



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

Date: 2/26/10



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 76118-9998

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 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."

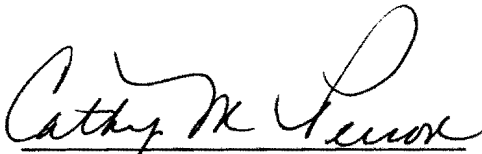
Additionally, the Step 4 settlement in case #E06R-4E-C09341430 states, "The parties agree the purpose of the pre-count conference is to discuss count procedures and if applicable, introduce operational changes. Absent changes that could not affect a rural route's evaluation or changes to comply with 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.

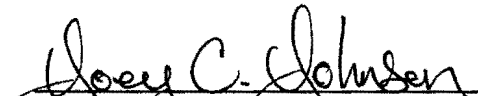
Based upon the facts of the instant case, no further action is required.

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

.13 Enter the date(s) of local conferences(s) in the appropriate section of Form 4241.

.14 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.

Note:

a. It is not necessary that the carriers agree to proposed changes; it is necessary only that the proposed changes do not violate Postal Service policy or the USPS-NRLCA National Agreement.

b. This section does not limit a manager's right to make operational changes at any time other than the period specifically stated.

525.2 Accuracy of Count

.21 Postmasters or supervisors are responsible for the completeness of all mail count information, the accuracy of the "Total" columns entered on the report forms, as well as the manner in which the count of mail is conducted. The carrier must be afforded adequate time to review the completed Form 4241 before signing it.

.22 For the Annual Count of Mail (or Special Counts coinciding with the Annual Count), the Form 4241 will be available to the carrier in the office for review two days during the 4th week of the boxholder count. Before the carrier reviews the Form 4241, all columns (except Columns D and E) must be completed and totaled. Columns D and E must contain week #1 through week #3 entries. By the first Tuesday after the completion of the boxholder count, the carrier must be given the opportunity to review the Column D and E totals and sign the form in order that the completed Form 4241 can be sent to the MSC on that day.

.23 For Special Counts (not coinciding with the Annual Count) the Form 4241 will be available to the carrier one day in the office for review and signature before the form is submitted to the MSC. This review must be completed promptly to assure that the completed Form 4241 reaches the MSC within the required four days after the last day of the count.

.24 Signatures of the postmaster and carrier are considered verification of the validity of the count data.

.25 When the carrier disagrees with the count data, the carrier need not sign the form. However, the carrier must submit promptly written comments explaining in detail the reasons for objecting and the exact nature of the supposed errors or omissions. The postmaster also must include comments in writing concerning any questions raised by the carrier. Form 4241, together with the letters from the postmaster and carrier, must be forwarded to the Management Sectional Center office. (Where the disagreement concerns the actual number of pieces counted, every effort must be made to resolve the matter immediately at the local level.)

.26 A prompt written reply to the postmaster will be furnished by MSC offices advising of the decision. The carrier will be promptly informed in writing by the local management of the decision and the reasons therefore.

526 CONDUCTING THE ANNUAL COUNT

526.1 General

All classes of mail handled by each rural carrier will be counted daily during the official count period. Mail must be counted at the facility where the carrier will case the mail, and before it is cased.

526.2 Counting Mail

.21 During the 12 days of the annual mail count on mileage (M or RCS) routes, the carrier will count the mail eight days and the postmaster or supervisor will count four days (picked at random). The postmaster or supervisor will also count the two additional weeks of the boxholder count. The carrier may observe and may also count, if so desired, on the days management makes the count.

.22 When in the judgment of management the route borderlines a heavy-duty status, the supervisor or postmaster will make the full 12-day count and the complete boxholder count.

.23 On routes classified heavy duty, special, or auxiliary, the postmaster or supervisor will make the



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, NW
Washington, DC 20000-4000

Mr. Steven M. Smith
Director of Labor Relations
National Rural Letter
Carriers' Association
Suite 100
1448 Duke Street
Alexandria, VA 22314-3403

DEC 08 1988

Re: P. Gilbert
Springfield, VT 05156
N7R-1G-C 5107

Dear Mr. Smith:

On several occasions, the most recent being December 1, 1988, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance involves the measurement of Central Vermont Public Service bill envelopes and whether or not the measurement exceeds 5 inches.

During our discussion, we mutually agreed that the following constitutes full and complete settlement of this case:

When a dispute arises concerning the accuracy of the template measurement, a standard ruler will be substituted and used to make the appropriate measurement.

The parties at this level further agreed that had the grievant been given the requested credit for flats, it would not have changed his route evaluation.

The terms of this agreement are nonprecedential, noncitable, and apply only to this grievance.

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

Sincerely,

Muriel Aikens Arnold
Muriel Aikens Arnold
Grievance & Arbitration
Division

Steven M. Smith
Steven M. Smith
Director of Labor Relations
National Rural Letter Carriers'
Association

M-4



UNITED STATES POSTAL SERVICE
ROOM 9014
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL (202) 268-3818
FAX (202) 268-3074

OFFICE OF THE
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

Mr. Steven R. Smith
Director, Labor Relations
National Rural Letter
Carriers' Association
4th Floor
1630 Duke Street
Alexandria, VA 22314-3465

Re: H7R-4B-C 29248
C Brubaker
Rochester MI 48307

Dear Mr. Smith:

On October 9, 1991, 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 violated the National Agreement, specifically the rural mail count instructions when the grievant was not compensated actual time for separation of collection mail during mail count.

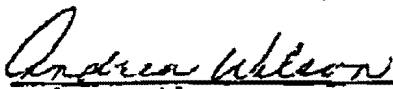
During our discussion, we mutually agreed that the following constitutes full and complete settlement of this grievance.

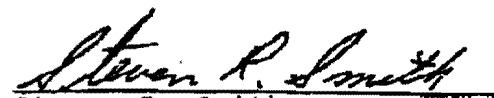
Part 421.2 of the Rural Carrier Duties and Responsibilities Handbook PO-603 requires that rural carriers are to "face and deposit mail in the location designated by your postmaster or supervisor". Compensation is provided for facing and depositing mail. Management shall not require rural carriers to deposit mail into more than two designated locations.

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

Time limits were extended by mutual consent.

Sincerely,


Andrea Wilson
Grievance and Arbitration
Division


Steven R. Smith
Director, Labor Relations
National Rural Letter
Carriers' Association

Date OCT 29 1991



**Exhibit 1.4.1 USPS Endorsements for Mail Undeliverable as Addressed**

ENDORSEMENT	REASON FOR NONDELIVERY
Attempted—Not Known	Delivery attempted, addressee not known at place of address.
Box Closed—No Order*	Post office box closed for nonpayment of rent.
Deceased	Used only when known that addressee is deceased and mail is not properly deliverable to another person. This endorsement must be made personally by delivery employee and under no circumstance may it be rubber-stamped. Mail addressed in care of another is marked to show which person is deceased.
Delivery Suspended to Commercial Mail Receiving Agency	Failure to comply with 508.1.8.1 through 508.1.8.3 .
Illegible*	Address not readable.
In Dispute*	Mail returned to sender by order of chief field counsel (or under 508.1.0 and 508.2.0) because of dispute about right to delivery of mail and cannot be determined which disputing party has better right to mail.
Insufficient Address*	Mail without number, street, box number, route number, or geographical section of city or city and state omitted and correct address not known.
Moved, Left No Address	Addressee moved and filed no change-of-address order.
No Mail Receptacle*	Addressee failed to provide a receptacle for receipt of mail.
No Such Number*	Addressed to nonexistent number and correct number not known.
No Such Office in State*	Addressed to nonexistent Post Office.
No Such Street*	Addressed to nonexistent street and correct street not known.
Not Deliverable as Addressed—Unable to Forward	Mail undeliverable at address given; no change-of-address order on file; forwarding order expired.
Outside Delivery Limits*	Addressed to location outside delivery limits of Post Office of address. Hold mail for out-of-bounds customers in general delivery for specified period unless addressee filed order.
Refused*	Addressee refused to accept mail or pay postage charges on it.
Returned for Better Address*	Mail of local origin incompletely addressed for distribution or delivery.
Returned for Postage	Mail without postage or indication that postage fell off.
Returned to Sender, Mailpiece Contains Nonmailable Contents.	Mail returned to sender due to contents that are nonmailable.
Returned to Sender Due to Addressee's Violation of Postal False Representation and Lottery Law*	Mail returned to sender under false representation order and lottery order.
Returned to Sender Due to Addressee's Violation of Postal False Representation Law*	Mail returned to sender under false representation order.

* Alternative addressing formats may not be used on the following: Priority Mail Express pieces; mail with any extra service listed in [602.3.1.2e](#); mail sent with any ancillary service endorsement, except as allowed in [1.5.1b](#); and mail sent to any overseas military Post Office. When an alternative addressing format is used on Periodicals pieces, the publisher is notified of nondelivery only for those reasons marked with an asterisk (*).



507.1.4.2

ENDORSEMENT	REASON FOR NONDELIVERY
Returned to Sender Due to Addressee's Violation of Postal Lottery Law*	Mail returned to sender under lottery order
Temporarily Away*	Addressee temporarily away and period for holding mail expired.
Unclaimed*	Addressee abandoned or failed to call for mail.
Undeliverable as Addressed, Missing PMB or # Sign	Failure to comply with 508.1.8.2e.
Vacant*	House, apartment, office, or building not occupied. (Use only if mail addressed "Occupant.")

* Alternative addressing formats may not be used on the following: Priority Mail Express pieces; mail with any extra service listed in [602.3.1.2e.](#); mail sent with any ancillary service endorsement, except as allowed in [1.5.1b](#); and mail sent to any overseas military Post Office. When an alternative addressing format is used on Periodicals pieces, the publisher is notified of nondelivery only for those reasons marked with an asterisk (*).

1.4.2 Official Mail

Official mail is treated the same as mail for the general public. All fees and services must be paid or collected on delivery of mail or address correction notices.

1.4.3 Mailer Endorsement

A mailer endorsement is used to request forwarding, return, or address correction service. This endorsement (and other marking) must be prepared under [102](#) or [202](#). The endorsements authorized for each class of mail and the required wording are listed in the charts according to class of mail.

1.4.4 Order

The information in the charts in this unit is associated with a customer's change-of-address order. Information on temporary changes of address is not provided.

1.4.5 Extra Services

[\[10-2-17\]](#) Mail with extra services is treated according to the charts for each class of mail in [1.5](#), except that:

- Undeliverable-as-addressed Certified Mail is treated as First-Class Mail and First-Class Package Service — Retail.
- All insured First-Class Mail, First-Class Package Service — Retail, First-Class Package Service — Commercial, and Priority Mail, pieces are forwarded and returned at no additional charge. All insured USPS Marketing Mail, USPS Retail Ground, Package Services, and Parcel Select pieces are forwarded or returned.
- Parcels with special handling that are undeliverable as originally addressed and forwarded to the addressee continue to receive special handling service without an additional special handling fee.
- Undeliverable-as-addressed return receipt for merchandise mail receives the treatment appropriate for the class of mail of the host piece.
- All Registered Mail items are treated as registered while they are being forwarded or returned.



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

Re: B95R-4B-C 02237945
Class Action
North Reading, MA 01869

Dear Randy:

On several occasions, the most recent being June 22, 2004, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

This grievance concerns the 2002 Middlesex Central District's EXFC Service Improvement Guide SOP for Missequenced, Missorted and Missent in which rural carriers on DPS would deposit this mail into a separate "MMM" case. Specifically, the issue in this grievance is whether management violated the National Agreement by not compensating carriers for segregating the "MMM" mail and placing/depositing the mail at the designated "MMM" case.

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

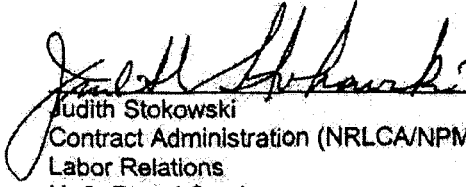
When rural carriers are required to segregate Missequenced, Missorted and Missent found in their DPS mail and deposit this mail into a separate case other than the traditional throwback case, credit during the mail count should be allowed as one mark-up for each required bundle.


The parties agree that if an additional trip is required to a designated "MMM" case location, the additional trip, including the placing/depositing of mail or bundles of mail on or into the provided equipment is compensable. During the mail count the actual time required to place the "MMM" mail in the designated location is credited in column "R". However, no time will be allowed for the separating/casing of individual mail pieces on or into the provided equipment at the designated location. This function should be performed at the carrier's case.

Accordingly, we agree to remand this case to the parties at Step 2 for possible settlement or further processing and arbitration, if necessary. The parties will also apply this settlement to grievances held in abeyance pending the outcome of this grievance. If resolution is not reached, the grievance(s) will be processed in accordance with Article 15 of the National Agreement.

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

Sincerely,


Judith Stokowski
Contract Administration (NRLCA/NPMHU)
Labor Relations
U. S. Postal Service


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 6-24-04

DELIVERY POINT SEQUENCE (DPS) FLATS IMPLEMENTATION PROCEDURES FOR RURAL ROUTES

The U. S. Postal Service has purchased and installed the Flats Sequencing System (FSS) at designated plants throughout the country and continues to do so as the opportunity arises. The FSS will allow the Postal Service to arrange flats in delivery point sequence for carrier delivery using technology and processes similar to those used to automate letters. The following represents procedures for the introduction of DPS flats on rural routes and the handling of DPS flats by rural carriers.

The 2010 National Agreement between the United States Postal Service (USPS) and the National Rural Letter Carriers' Association (NRLCA) is the source for all contractual references contained in this document. Additionally, these implementation procedures do not supersede the provisions of the National Agreement.

Handling Procedures for DPS Flats:

Rural carriers will not have the option of casing DPS flats except as provided in these implementation procedures. All carriers on rural routes that have assigned Employer provided vehicles and receive DPS flats will be required to take the DPS flats directly to the street beginning on the effective date of the mail count evaluating the route using the DPS flats standard. Rural carriers utilizing privately-owned vehicles for servicing the route will not be subject to this requirement.

DPS flats will be provided to rural carriers at a locally established staging area. Unless local procedures differ, rural carriers will obtain the DPS flats for their route during the loading process after they have strapped out and placed all other mail in the conveyance used for loading the vehicle.

Rural carriers will verify that DPS flats received are for the assigned route. Verification of the flats includes looking at the address of a flat toward the front of the tray, a flat in the middle of the tray and a flat toward the back of the tray. The time spent verifying the DPS flats has been calculated into the DPS flats standard and no additional time is provided.

Evaluating Routes That Receive DPS Flats:

There will be two DPS flats standards established and applied to rural routes during the mail count. The DPS flats standard will be applied to all routes that receive DPS flats and have assigned Employer provided vehicles. If DPS flats are introduced to a rural route that does not have an assigned Employer provided vehicle, the route will be evaluated during the mail count with a special DPS flats casing standard.

A rural route receiving DPS flats may be counted and evaluated using the appropriate DPS flats standard provided the route begins receiving DPS flats at least 30 calendar days prior to the beginning of the mail count and has met the 98% quality threshold for at least three (3) consecutive days prior to the mail count. There may be circumstances

when a rural route will not receive DPS flats for several days during this 30-day period. In these instances, the route will still be eligible for the mail count and evaluation using the appropriate DPS flats standard.

MOU #20, *Route Adjustment Process for Delivery Point Sequence Flat Mail*, identifies the count periods under which adjustments will be made to a rural route after the route begins to receive DPS flats. A mail count will be conducted on a route receiving DPS flats and the appropriate standards will be applied in one of the following three periods:

- Any national mail count period.
- The special mail count period during the last twelve (12) working days of September. (Article 9.2.C.11.b)
- The twelve (12) working days in May immediately after Mother's Day.

Management may utilize either special mail count period to adjust the rural route after the introduction of DPS flats. However, in those cases where the route received a special mail count and the evaluation of the route did not change by 120 minutes (2 hours) or more as a result of the count; the route will not be adjusted and will not be eligible for a subsequent special mail count utilizing the introduction of DPS flats as criterion. If a route is removed from the DPS flats sort scheme and will no longer receive DPS flats and DPS flats are re-introduced at a later date; a special mail count may be conducted on the route in accordance with MOU #20 provided the route begins receiving DPS flats at least 30 calendar days prior to the beginning of the count and has met the 98% quality threshold for at least three (3) consecutive days prior to the mail count.

The end of run (EOR) report will be used as the data source to record the number of DPS flats during a mail count. During a mail count, each mail piece in the DPS flats tray will be counted and recorded as they are classified in Chapter 5 of Handbook PO-603, Rural Carrier Duties and Responsibilities and deducted from the DPS flats EOR.

Mail Count Credits:

The DPS flats standard applies to all of the duties associated with handling DPS flats with the following exceptions:

- Loading time will include the time spent by the rural carrier traveling to the DPS flats staging area and resume after the DPS flats are placed in the conveyance and the loading process continues. The time used withdrawing DPS flats and placing the trays in the conveyance utilized for loading the vehicle is considered withdrawal time and is not included in loading time. The verification of the DPS flats is included in the DPS flats standard. In those instances when the route is not provided the withdrawal allowance, DPS flats will be provided to the carrier.
- Fifteen (15) seconds will be recorded in Column 17, *Other Suitable Allowance*, for each tray of DPS flats received (whether a full or partial tray).
- Closed businesses – Credit will be given in Column 4, *Flats, Catalogs, Magazines, Newspapers, Rolls*, for each DPS flat when there are 4 flats or less received for the closed business. When there are 5 flats or more received for the

closed business, credit for one parcel will be given in Column 6, *Parcels*. No deductions from Column 5, *DPS Flats*, will be made.

- Missent, Missorted, PO Box mail, Holds, Forwards, and Undeliverable as Addressed DPS flats brought back to the office will receive credit in Columns 1, *Random Letters*, 4, or 6, as appropriate. No deductions will be made from Column 5.
- Multi-Point errors and Missequenced errors that are identified, delivered and tracked by the carrier will receive additional credit in Columns 1, 4, or 6, as appropriate. No deductions will be made from Column 5.

Situations Following Evaluation under the DPS Flats Standard:

Situation 1: If a carrier on a route being compensated under a DPS flats standard is required to case all or a significant portion (55 or more pieces) of its DPS flats, due to circumstances that have left all or some portion of the DPS flats in an out of sequence condition, such as trays being dropped and mail not properly re-sequenced, problems arising from the transporting of the mail, etc.; additional compensation will be provided.

The following formula is used to determine the amount of additional compensation for the situation described above:

1. a. The number of DPS flats received as indicated on the EOR report (when all DPS flats are received in an out of sequence condition) or,
b. the actual piece count (when 55 or more flats require casing),
2. multiplied by 0.091 minutes per piece for routes evaluated using the DPS flats standard or 0.0412 minutes per piece for routes evaluated using the special DPS flats casing standard,
3. equals additional minutes paid.

The carrier should notify their manager immediately when they receive DPS flats that require casing. If a manager is not readily accessible, the carrier should note the number of DPS flats they are required to case and report it to their manager at the first opportunity.

If, for any reason, management removes a route from the DPS flats sort scheme and the route will no longer receive DPS flats, PS Form 4003, *Official Rural Route Description*, will be prepared to adjust time allowances utilizing the number of DPS flats as recorded on PS Form 4241 from the latest mail count multiplied by either 0.091 or 0.0412 minutes per piece, as appropriate and indicated in number 2., above. The effective date of the adjustment will be the first day of the pay period in which the automated processing is discontinued.

Situation 2: If a rural route is evaluated under the DPS flats standard and the rural carrier assigned to the route delivers the route using a privately-owned vehicle (POV), additional compensation will be provided in accordance with the following formula:

1. The number of DPS flats received as indicated on the EOR report,
2. multiplied by 0.0499 minutes per piece,
3. equals additional minutes paid.

Situation 3: If a rural route is evaluated under the DPS flats standard and the rural carrier is required to case a second run of DPS flats, additional compensation will be provided in accordance with the following formula:

1. The number of DPS flats received as indicated on the EOR report,
2. multiplied by 0.0499 minutes per piece,
3. equals additional minutes paid.

Additional payment up to sixty (60) minutes will be recorded on PS Form 1314, *Rural Carrier Time Certificate*, in the 8127 Time (Mins) block, for regular rural carriers. For those payments that exceed 60 minutes, complete PS Form 8127 for the number of minutes exceeding 60 and submit to the Imaging Center for processing.

Replacement carriers are paid on PS Form 1314-A, *Auxiliary Rural Carrier Time Certificate*, when required to case DPS flats in those instances described above unless their actual work hours for the week exceed 40 hours. When the actual weekly work hours exceed 40, all hours are paid (including the additional time for casing DPS flats) as per FLSA Section 7(A).

DPS Flats Review:

If a route receiving DPS flats experiences a decrease in the quality of the DPS flats or a reduction in the quantity of DPS flats volume in relationship to the total flats volume of the route as compared to the latest mail count; the assigned carrier may make a written request for a formal review of the DPS flats processing for the route.

DPS Flats Route Rebuilds and Adjustments:

Once a rural route is evaluated using the appropriate DPS flats standard, management will adjust the route by transferring territory from other routes in the same 5 digit zone and the same office, equal to the DPS flats impact or the 43K classification, whichever is less; provided sufficient territory exists. If sufficient territory does not exist to provide the amount of rebuild described above for all the routes impacted by DPS flats within the same zone and office, management will first rebuild routes below 40:00 standard hours to 40:00 standard hours. Management will then attempt to provide an amount of rebuild less than that described above to the remaining impacted routes by distributing the

outstanding buffer as equitably as possible, yielding to operational rationale and feasibility.

The DPS flats impact will be determined on the effective date of the mail count used to evaluate the routes with the application of the appropriate DPS flats standard. Additional DPS flats impact will be calculated and the route will be subject to rebuild, if sufficient territory exists, for any mail count on the route within two (2) years of the effective date of the first evaluation applying the DPS flats standard. If sufficient territory is not available to rebuild the route for the DPS flats impact at the end of the two-year period, there is no further obligation to adjust the routes.

It is expected that reasonable efforts will be made to complete all DPS flats rebuilds as soon as practicable. Additionally, DPS flats rebuilds should be completed within six (6) months from the effective date of the mail count used to determine the impact.

Management will utilize the following to determine the amount of territory available for use in adjusting routes for DPS flats rebuilds:

- Adjust overburdened routes to approximately 52:00 standard hours (43K).
- Adjust or eliminate auxiliary routes.
- Consider consolidation, which is defined as the combining of territories from two or more routes which results in the elimination of one or more of those routes, of:
 - Any newly vacant routes
 - Any encumbered routes evaluated less than 37 hours per week.

Handbook PO-603 Revision: Delivery Point Sequencing (DPS) Flats

Effective immediately, part 541.4 of Handbook PO-603, *Rural Carrier Duties and Responsibilities*, is revised to include additional compensation for DPS flats and a formal process for conducting quality reviews.

Handbook PO-603, *Rural Carrier Duties and Responsibilities*

* * * * *

5 Inspection, Count, and Adjustment of Rural Routes

* * * * *

54 Compensation Adjustments

541 Requirements

* * * * *

541.4 Automation Processed Mail

541.41 Additional Compensation

- a. If a carrier assigned a left-hand drive (LHD) employer-provided vehicle or required to use his/her privately owned vehicle, is being compensated under DPS letter standards, and required to case all or a significant portion (125 pieces or more) of his/her DPS letter mail due to machine failure or other problems, additional compensation will be provided in accordance with the following formula:

The average daily DPS letter volume from the latest mail count (when all DPS mail is received in a raw, unprocessed state or all DPS mail is improperly processed requiring casing), or

The actual piece count (when 125 or more pieces require casing) multiplied by (x) 0.0365 minutes per piece equals (=) additional minutes payment.

- b. If a carrier assigned a right-hand drive (RHD) employer-provided vehicle is being compensated under DPS letter standards, and is required to case all or a significant portion (125 pieces or more) of his/her DPS letter mail due to machine failure or other problems, additional compensation will be provided in accordance with the following formula:

The average daily DPS letter volume from the latest mail count (when all DPS mail is received in a raw, unprocessed state or all DPS mail is improperly processed requiring casing), or

The actual piece count (when 125 or more pieces require casing) multiplied by (x) 0.0465 minutes per piece equals (=) additional minutes payment. Additional payment procedures will be the same as out-lined in Article 9.2.N of the National Agreement between the USPS-NRLCA.

- c. If a carrier on a route being compensated under the DPS flats standard is required to case all or a significant portion (55 or more pieces) of its DPS flats, due to circumstances that have left all or some portion of the DPS flats in an out of sequence condition, additional compensation will be provided in accordance with the following formula:

The number of DPS flats received as indicated on the end-of-run (EOR) report (when all DPS flats are received in an out of sequence condition) or,

The actual piece count (when 55 or more flats require casing) multiplied (x) by 0.091 minutes per piece for those routes evaluated using the DPS flats standard or 0.0412 minutes per piece for those routes evaluated using the special DPS casing standard, equals (=) additional minutes paid.

- d. Additional payment procedures will be the same as outlined in Article 9.2.N of the National Agreement between the USPS-NRLCA.

Note: Carriers should notify their manager immediately when they receive DPS letter or flat mail requiring casing. If a manager is not readily accessible, the carrier should note the number of DPS mail pieces they are required to case and report it to his or her manager at the first opportunity.

* * * * *

541.44 Formal Review of DPS Flats Processing

If a route receiving DPS flats experiences a decrease in the quality of the DPS mail or there is a reduction of the DPS flats volume in relationship to the total flats volume of the route as compared to the latest mail count, the assigned carrier may make a written request for formal review of the DPS flats processing for the route.

If a DPS flats quantity review indicates a route is experiencing a decrease in the quantity of DPS flats volume in relationship to the total flat volume of the route, management will take corrective action to ensure that processing is returned to levels equivalent to those experienced during the previous mail count.

If corrective action has not resolved the problem within 30 calendar days of the carrier's written request for a quantity review, or if the route fails to meet the 98% quality threshold for three (3) consecutive days within 30 calendar days of the carrier's written request for a quality review; management will prepare Form 4003, *Official Rural Route Description*, effecting the appropriate base hour change. The Form 4003 will be

processed to be effective on the first day of the pay period in which the DPS Flats Formal Review Request was received.

541.45 Adjustments

If, for any reason, management removes a route from the DPS flats sort scheme and the route will no longer receive DPS flats, Form 4003, *Official Rural Route Description*, will be prepared to appropriately adjust time allowances and processed to be effective on the first day of the pay period in which the automated processing is discontinued.

* * * * *

DELIVERY POINT SEQUENCING (DPS) FLATS FORMAL REVIEW PROCEDURES

The following procedures supersede all previously issued or established DPS flats formal review procedures, both nationally and locally.

In accordance with Handbook PO-603, *Rural Carrier Duties and Responsibilities*, section 541.44, if a rural route receiving DPS flats experiences a decrease in the quality of the DPS Flats or there is a reduction in DPS flats volume in relationship to the total flats volume of the route (quantity) as compared to the latest mail count; the assigned rural carrier (Designations 71, 74, or 79) may submit a written request for a formal review of DPS flats.

DPS Flats Formal Review Process for Quantity (Reduction in DPS Flat Percentage)

1. The assigned carrier's request for a formal review must be submitted in writing to local management using the *DPS Flats Formal Review – Quantity* form (Attachment 1).
2. The *DPS Flats Formal Review – Quantity* form must be annotated by local management when received. A copy of the form will be provided to the carrier who requested the formal review and the appropriate NRLCA district representative.
3. If the *DPS Flats Formal Review – Quantity* form is received prior to noon, the thirty (30) calendar day period in which management must complete the formal review of DPS flats and also correct any problem if the formal review results in a reduction in the DPS flats percentage will begin on the date of receipt. If the form is received after noon, the 30 calendar day period will begin the following day.
4. The DPS flats formal review for percentage will consist of a two-week count of all flats received on the route. The two-week period for conducting this count is defined as all delivery days within a fourteen (14) calendar day period. The begin date of the formal review is determined by management and may begin on any day of the week.
5. The count of flats during the formal review will be consistent with applicable rural mail count procedures.
6. Utilize the *DPS Flats Quantity Review Worksheet* (Attachment 2) to record the flats for the two-week review period. The flats volume from the latest mail count is also recorded on this worksheet to complete the comparative calculation.
7. The assigned rural carrier will be provided notification of the results of the DPS flats formal review as soon as practicable following completion of the two- week count of mail. The *DPS Flats Formal Review – Quantity* form will be appropriately annotated with the results of the formal review and a copy of the form, once completed, will serve as notification to the assigned rural carrier.
8. If the results of the DPS flats formal review indicate that at the time of the review the DPS percentage is equal to or higher than the percentage from the latest mail count, no further action is necessary.
9. If the results of the DPS flats formal review indicate that there has been a reduction in the DPS flats volume in relationship to the total flats volume as compared to the latest

mail count; management will use the remaining time between the completion of the review and the end of the 30-day period, as necessary, to take any corrective actions to resolve the problem and bring the DPS percentage back to the level it was at the latest mail count.

10. If management deems that the reduction in DPS flats in relationship to the total flats volume has been corrected at the end of the 30-day period, which may require little or no action, certification will be provided to the assigned rural carrier and no further action is necessary. The *DPS Flats Formal Review – Quantity* form will be annotated in the *Certification* block and a copy of the form will be provided to the assigned rural carrier.
11. If the problem is not corrected by the end of the 30-day period, PS Form 4003, *Official Rural Route Description*, will be prepared to effect the appropriate base hour change for only the variance in the percentage resulting from the DPS flats formal review. The base hour change will be effective on the first day of the pay period in which the *DPS Flats Formal Review – Quantity* form was received.
12. If the assigned rural carrier disputes that the DPS percentage was returned to the level at the latest mail count (the quantity problem was not resolved), the appropriate recourse for the carrier is to request another DPS flats formal review within fourteen (14) calendar days of the date of management's certification, by submitting a *DPS Flats Formal Review – Quantity* form.
13. The procedures outlined in numbers 2 through 8 above, will then be followed.
14. If the results of the subsequent DPS flats formal review (identified in Item 12 above) indicate that there continues to be a reduction in the DPS flats in relationship to the total flats from the latest mail count, immediate action must be taken. PS Form 4003 will be prepared to effect the appropriate base hour change reclassifying only the variance in the percentage of DPS flats resulting from the subsequent DPS flats formal review. The base hour change will be effective on the first day of the pay period in which the original *DPS Flats Formal Review – Quantity* form was received.

DPS Flats Formal Review Process for Quality

1. The assigned carrier's request for a formal review of DPS flats quality must be submitted in writing to local management using the *DPS Flats Formal Review – Quality* form (Attachment 3).
2. The *DPS Flats Formal Review – Quality* form must be annotated by local management when received. A copy of the form will be provided to the carrier who requested the formal review and the appropriate NRLCA district representative.
3. If the *DPS Flats Formal Review – Quality* form is received prior to noon, the thirty (30) calendar day period in which management must complete the formal review of DPS flats quality, will begin on the date of receipt. If the form is received after noon, the 30 calendar day period will begin the following day.
4. Management may complete the formal review of DPS flats quality at any time during the 30-day period, utilizing *DPS Flats Quality Review Worksheet* (Attachment 4). The route is considered "passed" regarding quality provided it meets the 98% quality threshold for three consecutive delivery days within the period.
5. If management reviews the DPS flats quality for three consecutive days and the route does not meet the 98% quality threshold; management may take action to correct the quality if necessary, and conduct additional three-day reviews within the 30-day period to ensure that the quality threshold is met.
6. The assigned rural carrier will be provided notification of the results of the formal review of DPS flats quality upon achievement of the 98% quality threshold. The *DPS Flats Formal Review – Quality* form will be appropriately annotated with the results of the formal review and a copy of the form, once completed will serve as notification to the assigned rural carrier.
7. If the route fails to meet the 98% quality threshold for three consecutive delivery days by the end of the 30-day period, PS Form 4003, *Official Rural Route Description*, will be prepared to effect the appropriate base hour change resulting from the formal review of quality. The base hour change will be effective on the first day of the pay period in which the *DPS Flats Formal Review – Quality* was received.
8. The end of run report piece count (or future equivalent report) from the automated equipment used to process a zone's DPS flats will be utilized when recording the total DPS flats to determine the 98% quality threshold.
9. The following are the errors which count against the DPS flats 98% quality threshold:
 - a. Missequenced mail – an individual mail piece belonging to the route but sorted to the wrong address on the route. This error represents a service failure resulting from DPS processing.
 - b. Missort mail
 - An individual mail piece found in the DPS mail that is for the correct delivery zone but distributed to the wrong route in that zone. This error represents a service failure resulting from DPS processing.
 - Post Office Box mail –

- addressed to a PO Box only
- addressed to a PO Box and the street address where the PO Box number appears on the address line directly above the city, state and ZIP Code line.

10. The following are NOT errors which count against the DPS flats 98% quality threshold:

- a. Missent mail – mail for the wrong delivery unit zone. This mail is not an error that occurs as a direct result of DPS flats processing.
- b. Undeliverable as addressed mail, such as Attempted not Known, Unable to Forward, Undeliverable Bulk Business Mail, and No Mail Receptacle.
- c. Mail that is forwardable for a customer who has moved.
- d. Accountable pieces that are processed in delivery sequence and not checked out to the carrier as part of a normal accountable process.
- e. Post Office Box mail – addressed to a PO Box customer where the street address only appears above the city, state, and ZIP Code line.

**DPS FLATS FORMAL REVIEW – QUANTITY
(DPS PERCENTAGE)**

In accordance with Handbook PO-603, *Rural Carrier Duties and Responsibilities*, section 541.44 and the DPS Flats Formal Review Procedures, a formal review of DPS flats processing is being requested for the following route:

Office: _____ Route # _____

I am the assigned carrier (Designation 71, 74, or 79) for the rural route identified above and I am requesting a formal review of DPS flats processing because I believe there is a decrease in the DPS flats in relationship to the total flat volume of my route as compared to the latest mail count.

Assigned Carrier's Printed Name: _____

Assigned Carrier's Signature: _____

Formal Review Request Received: Date: _____ Time: _____

This date represents the beginning of the 30 calendar day period in which to complete the DPS flats formal review if the time of receipt is before noon. If receipt is after noon, the 30-day period will begin the following day.

Manager's Signature: _____

DPS Flats Formal Review Results

DPS % - Review Period: _____ DPS % - Latest Mail Count: _____

Difference in DPS % (Review versus Mail Count): _____

NOTE: If the DPS % at the time of the review is \geq the DPS % established at the latest mail count, no further action is needed.

If the DPS % at the time of the review is $<$ the DPS % established at the latest mail count, management should take any necessary action to raise the DPS % to the level recorded at the latest mail count. If the level is restored, provide certification below.

Management Certification

Complete only if the review results above indicate a reduction of DPS % during the formal review results and the reduction has been resolved.

I deem that the reduction in DPS flats in relationship to the total flats volume identified by the DPS flats formal review results, as shown above, has been corrected.

Manager's Signature: _____

Date of Certification: _____

Provide a copy of the completed form to the assigned rural carrier and appropriate NRLCA district representative in accordance with the DPS Flats Formal Review Procedures.



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

Re: Q00R-4Q-C 08030088
Article 34
Washington, DC 20260-4101

Dear Donnie:

In accordance with Article 34.6 of the USPS/NRLCA National Agreement, the parties recently met regarding the above referenced national grievance.

The dispute concerns the proposed standard allowance for the duties associated with the carrier pickup program and prepaid ordinary and insured parcels accepted as determined by an Article 34 Postal Service study.

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

The duties associated with carrier pickup requests will be credited during a rural mail count applying the following standard:

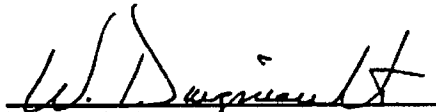
A route will be credited 90 seconds for each carrier pickup request completed during the mail count and 9 seconds for each carrier pickup item received (Express Mail, Priority Mail or International Mail). This includes all the duties in the office and on the street associated with the carrier pickup request.

Prepaid ordinary and insured parcels accepted or letters and flats collected in conjunction with the carrier pickup items will not be included in the new standard. At this time, letters and flats collected and ordinary and insured parcels accepted continue to receive the appropriate credit as outlined in Sections 535.12.n and 535.12.o of Handbook PO-603, *Rural Carrier Duties and Responsibilities*.

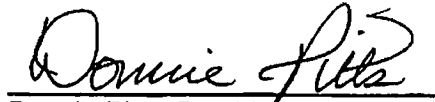
The parties agree that this settlement will be applied to rural routes involved in carrier pickup beginning with the 2008 national rural mail count. Rural carriers will continue to be compensated for duties associated with carrier pickup requests pursuant to the April 8, 2004 Memorandum of Understanding concerning the Carrier Pickup Program and the April 15, 2004 Compensation Instructions through April 25, 2008.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the above captioned case and remove it from the pending national grievance listing.

Sincerely,



William Daigneau
Manager
Contract Administration (NRLCA)



Donnie Pitts, President
National Rural Letter Carriers'
Association

Date: 12-7-07



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

Re: E00R-4E-C08212472
Class Action
Mesa, AZ 85215-9998

Dear Joey:

On several occasions, the most recent being July 13, 2009, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether carriers in Mesa, Arizona, should receive additional compensation to retrieve scanners.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether carriers should receive additional compensation to retrieve scanners is a local dispute suitable for area arbitration based on the particular circumstances. The parties agree that picking up and returning the scanner should be done in conjunction with other paid work activities. If a separate trip is required to either retrieve or return the scanner, additional time will be authorized in Column 17 if the location is not within a reasonable distance of the carrier's normal line of travel for other paid work functions.

Accordingly, we agree to remand the case to the parties at Step 2 for 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.

A handwritten signature in cursive script that reads "Reggie W. Rabon".

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

A handwritten signature in cursive script that reads "Joey Johnson".

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

Date: 8-6-2009

May 23, 2012

VICE PRESIDENTS, AREA OPERATIONS

SUBJECT: Non-Machinable, Non-Barcoded Mail with Requested In-Home Dates Policy

In order to meet customer expectations, the U.S. Postal Service will honor requested in-home dates for non-machinable, non-barcoded letters and flats that are entered at the DSCF or DDU as saturation, high density, or basic carrier-route. Eligible mailings will include a designator label (see attached) affixed adjacent to the routing placard to identify the mail as non-machinable and specify requested in-home dates.

All Standard Mail will continue to be color coded upon receipt according to the revised National Color Code Policy, May 2012. Standard Mail will be color coded based upon date and time of receipt in conjunction with our national Critical Entry Time. Delivery units may (re)color code eligible in-home date mailings to match the last requested in-home date, if the last in-home date is later than the scheduled color-coded delivery day.

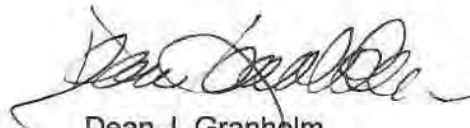
Non-machinable, non-barcoded mailings eligible to receive requested in-home date delivery should be expedited to the delivery unit, where DDU management will be responsible for the scheduling and timely delivery of in-home dated mailings. Do not record these mailings as delayed in CSDRS until on or after the last day of the requested delivery date.

Although other mailings may specify a requested in-home date, only non-machinable, non-barcoded letters and flats that are identified with a container designator label and entered at the DSCF or DDU as saturation, high density, or basic carrier-route are eligible. All other requests for in-home date delivery should be processed per the National Color Code Policy or Periodicals Processing Policy.

Thank you for your continued cooperation.



David E. Williams
Vice President
Network Operations



Dean J. Granholm
Vice President
Delivery and Post Office Operations

cc: Ms. Brennan
Mr. Cochrane
Ms. Robinson

Attachments: Designator label – 5D Direct
Designator label – SCF/3D (5D Sacks, CRRT Bundles) Breakdown
National Color Code Policy – revised May 2012

5D DIRECT

Non-Machinable
[insert shape-Ltrs,Flts]

In-Home Dates:
mm/dd - mm/dd

Cross Dock to DDU for Processing
Do NOT Attempt on Automation

**SCF or 3-Digit Container
(5D Sacks, CRRT Bundles)
BREAKDOWN & DISPATCH**

**Non-Machinable
[insert shape-Ltrs,Flts]**

**In-Home Dates:
mm/dd - mm/dd**

Do NOT Attempt on Automation

National Color Code Policy for Standard Mail

Objective

The objective of this policy is to ensure the timely processing, dispatch, and delivery of Standard Mail within established service standards.

General Principles and Definitions

1. A service standard is defined as “a stated goal for service achievement for each mail class.” Service standards serve as the benchmark for measuring service performance. Color coding procedures provide a guide to help maintain service goals for Standard Mail.
2. The critical entry time (CET) is the latest time a minimal amount of mail can be received at designated induction points in the postal network in order for it to be processed and dispatched in time to meet service standards.
3. If the Postal Service accepts a mailing before the posted CET for that day, the day of receipt is designated as the arrival date. If the mailing is accepted after the CET, the mailing will have an arrival day of the following applicable processing day. The application of color code tags to Standard Mail is based upon the date and time of receipt in relation to the facility's approved operating plan. In all color code applications, the actual calendar date and time of arrival will be recorded on each tag applied.
4. Outgoing Standard Mail is defined as Standard Mail that originates in one facility, and is dispatched to another facility outside the origin's service area for processing and delivery.
5. Turnaround Standard Mail volume is defined as Standard Mail generated from an outgoing operation for processing and delivery within the facility's service area. Once identified, the Turnaround volume carries with it the established delivery commitment. Delivery Color Code tags are applied to Turnaround volume according to each facility's Delivery color code matrix based upon the original entry date and time of the mail, not the extraction date or time.

6. Destinating Standard mail is defined as Standard Mail arriving for processing and final point of delivery within the facility's service area.
7. If Standard Mail is mixed with a higher class of mail (e.g., First-Class Mail) in such a manner as it loses its identity, the Standard Mail must be considered upgraded and treated as the higher class of mail.
8. Standard Mail will be processed in sequence according to the color code commitment, with the oldest mail processed first. Delayed mail received from upstream facilities or operations should be queued to be processed in front of Standard Mail with a later commitment.
9. Holidays will not change the application of color codes.
10. Anytime Standard Mail is sent back upstream (back-flowed) for delivery point sequencing (DPS), automated carrier route processing, or other processing, the mail must retain the original color code and delivery schedule as if it had remained in the downstream unit.
11. When Standard Mail is discovered in a facility, upon or after its initial receipt, without a color code or incorrectly identified with multiple color codes, and it cannot be reasonably determined what the color code should be, the following procedures must be followed:
 - If Standard Mail is identified with multiple color codes, then the oldest color code is assumed to be correct, even if the clearance, processing, or delivery date has passed.
 - If Standard Mail is observed without any color code at all, then it is to be color coded with the same clearance, processing, or delivery color code as the oldest mail in the unit at the time of its discovery.
 - If Standard Mail is observed without any color code at all, and there is no other mail in the unit at the time of its discovery, then it is to be color coded with the current day's clearance, processing, or delivery color code and treated as if it were delayed.

Standardized Color Code Tags

All color code tags will comply with a standardized national format which will require employees to enter the date and time of mail entry on each tag. Clearance, Delivery and Processing color code tags will identify the facility that applied the color code tag. Delivery units may continue to utilize plastic color code cards to separate and place mail at carrier cases.

The following illustration provides an example of the standardized color code tag format in a reduced size, as well as an example of the reusable plastic delivery unit card.

<p>RECEIPT DATE: _____ TIME: _____</p> <p>STANDARD MAIL FOR <u>CLEARANCE</u> MONDAY (BLUE)</p> <p>Jacksonville FL P&DC</p>	<p>RECEIPT DATE: _____ TIME: _____</p> <p>STANDARD MXD FOR <u>PROCESSING</u> TUESDAY (ORANGE)</p> <p>Jacksonville FL P&DC</p>	<p>RECEIPT DATE: _____ TIME: _____</p> <p>STANDARD MAIL FOR <u>DELIVERY ON</u> THURSDAY (VIOLET)</p> <p>Jacksonville FL NDC</p>	<p>BBM</p> <p>SCHEDULED FOR</p> <p>FRIDAY DELIVERY</p> <p>For use on Bulk Business Mail in conjunction with the National BBM Color Code Policy</p> <p>PLEASE CONSULT THE MOST RECENT BBM COLOR CODE INSTRUCTIONS FOR SPECIFIC PROCEDURES REGARDING THE PROPER USE OF THIS TAG</p> <p>THIS TAG IS INTENDED FOR REUSE</p> <p>01250E</p>
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Application of Clearance Color Codes for Standard Mail

All outgoing Standard Mail received at Network Distribution Centers (NDCs), Auxiliary Service Facilities (ASFs), Processing and Distribution Centers (P&DCs), Logistics and Distribution Centers, or any other processing location will be color coded with a 1-day Clearance Color Code as listed in Tables 1 and 2. Table 1 represents the Clearance Matrix for NDCs, and Table 2 represents the Clearance Matrix used by all other processing facilities. Any outgoing Standard Mail received at plants through their delivery units prior to midnight will receive that day's Clearance Color Code. The Clearance Color Code represents the day that primary processing and entry into the network must be completed.

Once applied, Clearance Color Code tags will remain with outgoing Standard Mail when dispatched from the plant to the NDC or Consolidation Gateway. At Tier 1 NDCs, Clearance Color Code tags will remain with outgoing Standard Mail when dispatched to a Tier 2 NDC or Consolidation Gateway. At Tier 2 NDCs, all Clearance Color Code tags will be removed from containers for outgoing destinations as the container is loaded on the trailer for dispatch.

Clearance Color Code tags will be applied by Tier 3 NDCs to all cross-dock Standard Mail volume received from Tier 2 NDCs. The Clearance Color Code tags applied to cross-dock containers must be applied at the incoming dock as the containers are unloaded from arriving trailers. Date and time of receipt for application of color codes to cross-dock containers from other NDCs is based upon date and time of yard arrival. Clearance color code tags will be removed from cross-dock pallets for outgoing destinations as the pallet is loaded on the trailer for dispatch.

Clearance Color Code tags will be applied to outgoing Mixed States Residue (MXD) Standard Mail identified at a plant or NDC for transport to a designated Consolidation Gateway. Consolidation Gateways are facilities identified in the Domestic Mail Manual (DMM) labeling lists L009, L010, and L011 as those facilities that receive and process Mixed States Residue (MXD) Standard Mail. Clearance Color Code tags applied at plants or NDCs for Mixed States Residue (MXD) Standard Mail will remain with the mail to the Consolidation Gateway.

Table 1

STANDARD MAIL COLOR CODE		
NDC	OUTGOING CLEARANCE MATRIX	
DAY OF RECEIPT	COLOR CODE APPLIED	ONE DAY CLEARANCE
SAT	PINK	SAT
SUN	WHITE	SUN
MON	BLUE	MON
TUE	ORANGE	TUE
WED	GREEN	WED
THU	VIOLET	THU
FRI	YELLOW	FRI

Table 2

STANDARD MAIL COLOR CODE		
P&DC/P&DF/ASF MPC/MPF/CSPC CSPF/L&DC	OUTGOING CLEARANCE MATRIX	
DAY OF RECEIPT	COLOR CODE APPLIED	ONE DAY CLEARANCE
SAT	WHITE	SUN
SUN	BLUE	MON
MON	ORANGE	TUE
TUE	GREEN	WED
WED	VIOLET	THU
THU	YELLOW	FRI
FRI	PINK	SAT

Application of Processing Color Codes for Mixed States Residue (MXD) Standard Mail Received at a Designated Consolidation Gateway

Mixed States Residue (MXD) Standard Flat Mail or Mixed States Residue (MXD) Standard Letter Mail that is received or identified at a consolidation gateway will be color coded with a Processing Color Code tag. Consolidation gateways are facilities identified in the Domestic Mail Manual (DMM) labeling lists L009, L010, and L011 as those facilities that receive and process Mixed States Residue (MXD) Standard Mail.

1. Standard ADC Mixed States Residue (MXD) L009 flat mail entered or identified at a designated consolidation gateway will be color coded with a 2-day Processing Color Code according to the Processing Matrix in Table 3.
2. Standard AADC/ADC Mixed States Residue (MXD) L010 and L011 letter mail entered or identified at a designated consolidation gateway will be color coded with 2-day Processing Color Code according to the Processing Matrix in Table 3.
3. Once the Processing Color Code tag is applied, it will remain with the mail until processed at the consolidation gateway. The application of the Processing Color Code tag must be based upon the original entry date and time of the mail, not the extraction date or time.

Table 3

STANDARD MAIL COLOR CODE		
CONSOLIDATION GATEWAY L009, L010, L011	MXD MIXED STATES RESIDUE PROCESSING MATRIX	
	COLOR CODE APPLIED	TWO DAY PROCESSING
SAT	BLUE	MON
SUN	ORANGE	TUE
MON	GREEN	WED
TUE	VIOLET	THU
WED	YELLOW	FRI
THU	PINK	SAT
FRI	WHITE	SUN

Application of Delivery Color Codes for Standard Mail Received at Network Distribution Centers (NDCs)

1. The application of color codes to Standard Mail is based on the arrival date and time of the mail entered at the facility. Network Distribution Centers (NDCs), or any Annexes performing the NDC function must develop local procedures to ensure that they maintain the correct color code for all mail based on its arrival, even when such mail is entered into various mechanized or automated sorting systems.
2. Color code all destinating Standard Mail received at a NDC or Annex with a 5-day Delivery Color Code according to the Delivery Matrix in Table 4. Once a Delivery Color Code tag is applied, the mail retains the delivery day commitment until it is taken out for delivery. The application of the Delivery Color Code tag must be based upon the original entry date and time of the mail, not the extraction date or time.
3. SCF re-directs from a Plant to a NDC will be color coded to meet the Plant's SCF service commitment.
4. Delivery Color Code tags will be applied to Standard Mail generated from destinating operations at NDCs for downstream ASFs within their service area as listed in Table 5 below. The application of Delivery Color Code tags to downstream ASF mail must be based upon the original entry date and time of the mail, not the extraction date and time. Once a Delivery Color Code tag is applied, the mail retains the delivery day commitment until it is taken out for delivery.

Table 4

STANDARD MAIL COLOR CODE		
NDC	DESTINATING DBMC, AADC, ADC, SCF, 3-DIGIT, 5-DIGIT, CRT DELIVERY MATRIX	
DAY OF RECEIPT	COLOR CODE APPLIED	FIVE DAY DELIVERY
SAT	VIOLET	THU
SUN	YELLOW	FRI
MON	PINK	SAT
TUE	BLUE	SUN
WED	BLUE	MON
THU	ORANGE	TUE
FRI	GREEN	WED

Table 5

Parent NDC	Downstream ASF
Pittsburgh NDC	ASF Buffalo NY
Des Moines NDC	ASF Sioux Falls SD
Minneapolis/St. Paul NDC	ASF Fargo ND
Dallas NDC	ASF Oklahoma City OK
Denver NDC	ASF Billings MT
Denver NDC	ASF Salt Lake City UT
Denver NDC	ASF Phoenix AZ
Denver NDC	ASF Albuquerque NM

**Application of Delivery Color Codes for
Destinating Standard Mail Received at
Processing and Distribution Centers/Facilities (P&DCs/P&DFs)
Auxiliary Service Facilities (ASFs)
Mail Processing Centers/Facilities (MPCs/MPFs)
Customer Service Processing Centers/Facilities (CSPCs/CSPFs)
Logistics and Distribution Centers (L&DCs)**

1. The application of color codes to Standard Mail is based on the arrival date and time of the mail entered at the facility. Processing Centers, Processing Facilities, Auxiliary Service Facilities, or any Annexes performing the function of a processing center or facility must develop local procedures to ensure that they maintain the correct color code for all mail based on its arrival, even when such mail is entered into mechanized or automated sorting systems.
2. Color code all destinating Standard Mail entered at a Processing Center, Processing Facility, Auxiliary Service Facility, or Annex with a 3-day Delivery Color Code according to the Delivery Matrix in Table 6.
3. Destinating Standard Mail received at plants from their Tier 1 NDC will arrive with a 5-day Delivery Color Code tag applied. The plants will maintain this 5-day delivery commitment.
4. Destinating Standard Mail received at plants directly from Tier 2 or Tier 3 NDCs will arrive without a color code. A 3-day Delivery Color Code will be applied to this destinating volume according to the Delivery Matrix in Table 6.
5. Once a Delivery Color Code tag is applied, the mail retains the delivery day commitment until it is taken out for delivery. The application of the Delivery Color Code tag must be based upon the original entry date and time of the mail, not the extraction date or time.
6. SCF re-directs from a Plant to a NDC will be color coded to meet the Plant's SCF service commitment.

Table 6

STANDARD MAIL COLOR CODE		
P&DC/P&DF/ASF MPC/MPF/CSPC CSPF/L&DC	DESTINATING AADC, ADC, SCF, 3-DIGIT, 5-DIGIT, CRT DELIVERY MATRIX	
DAY OF RECEIPT	COLOR CODE APPLIED	THREE DAY DELIVERY
SAT	ORANGE	TUE
SUN	GREEN	WED
MON	VIOLET	THU
TUE	YELLOW	FRI
WED	PINK	SAT
THU	BLUE	MON
FRI	PURPLE	TUE

Application of Delivery Color Codes for Destinating Standard Mail Received at Delivery Units, including Post Offices, Stations, and Branches

1. The application of color codes to mailer entry Standard Mail is based on the arrival date and time of the mail entered at the facility. Delivery Units must develop local procedures to ensure that they maintain the correct color code for all mail based on its arrival, even when such mail is entered into various mechanized or automated sorting systems.
2. Delivery Units receiving Standard Mail drop shipments or Standard Mail directly from mailers for their delivery area will apply a 2-day Delivery Color Code based upon entry of the Standard Mail according to the Delivery Matrix in Table 7. Once a Delivery Color Code tag is applied, the mail retains the delivery day commitment until it is taken out for delivery.
 - a. For eligible* in-home date mailings, if the mailer-requested delivery date is later than the scheduled color coded day, the mail is to be color coded according to the last requested in-home delivery date.
3. Delivery Units will receive Standard Mail from upstream distribution facilities with a Delivery Color Code attached. This mail will retain the delivery day commitment until it is taken out for delivery.
 - a. For eligible* in-home date mailings, if the mailer-requested delivery date is later than the scheduled color coded day, the mail is to be recolor coded according to the last requested in-home delivery date.
4. Delivery Units may continue to utilize plastic color code cards to separate and place mail at carrier cases.

Table 7

STANDARD MAIL COLOR CODE		
DU	DESTINATING 5-DIGIT, CRT DELIVERY MATRIX	
DAY OF RECEIPT	COLOR CODE APPLIED	TWO DAY DELIVERY
SAT	ORANGE	TUE
SUN	N/A	N/A
MON	GREEN	WED
TUE	VIOLET	THU
WED	YELLOW	FRI
THU	PINK	SAT
FRI	BLUE	MON

*Eligible in-home date mailings are non-machinable, non-barcoded letters and flats that are entered at the DSCF or DDU as saturation, high density, or basic carrier-route.



Mr. Dale A. Holton
President
National Rural Letter Carriers'
Association
1630 Duke Street, 4th Floor
Alexandria, VA 22314-3465

Re: C95R-4C-C 98023318
G. Mycock III
Bear, DE 19701-9998

Dear Dale:

The parties recently met in pre-arbitration discussion regarding the above referenced case.

The issue in this grievance is whether rural carriers are entitled to additional compensation when required to perform an additional trip(s) to the street due to mail that could not be accommodated on the first trip, either due to the volume of mail or the physical size of the parcels, or both.

Handbook PO-603, Rural Carrier Duties and Responsibilities, Section 141.2, Vehicle Requirements states, "Your personal vehicle must be large enough to accommodate the normal mail volume and constructed to protect the mail from loss or damage."

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

Adequate Size Vehicle

The parties agree that the above provision indicates that a rural carrier, who is required to furnish a personal vehicle, should provide a vehicle of sufficient size that will normally carry all of the mail for the route. The parties agree that generally, the carrier's personal vehicle may be of adequate size to accommodate all the mail for the carrier's route in one trip, but there may be occasions on which there are unusually large and/or numerous parcels that would prevent the carrier from loading all of the mail intended for delivery in the carrier's personal vehicle.

Additional Trip(s)

For the purposes of this agreement, an additional trip(s) is when management authorizes/requires the carrier to deliver mail that would not fit in the carrier's personal vehicle, which is of sufficient size in accordance with Handbook PO-603, Section 141.2, or the Employer provided vehicle on the first trip due to the volume of mail or the

physical size of the parcels, or both. In all cases, the carrier must consult with management as to the need for an additional trip(s). Management will determine if an additional trip(s) is necessary. Management may require the carrier to make an additional trip(s), utilize a leave replacement, curtail mail or take other action in lieu of requiring the carrier to make an additional trip(s).

Compensation for Additional Trip(s)

When it is determined by management that an additional trip(s) is necessary, the Postal Service agrees that a regular rural carrier (covered under Section 7(b)(2) of the Fair Labor Standards Act) or a leave replacement (when compensated on the evaluation of the regular or auxiliary route served and when actual workhours do not exceed forty hours per week) will be compensated at two minutes for each mile involved in the additional trip(s) and for actual loading time at the carrier's straight time rate (Article 8.3.A.). If an additional trip is authorized and it is more efficient for the carrier to split the route in two separate segments for delivery, management may authorize this method of delivery rather than delivering to each box on the route, then returning and delivering the mail that could not be accommodated on the first trip. If management authorizes this method, carriers as described above, will be compensated at two minutes for each mile involved in returning to the post office at the completion of the first segment and returning to the route, as well as actual loading time at the carrier's straight time rate. The carrier, in both circumstances, will also receive Equipment Maintenance Allowance (EMA) for each mile the carrier is required to drive to complete his or her route when the total miles (all trips) for the day exceed 40 miles.

Forms 1314, Regular Rural Carrier Time Certificate, and 1314-A, Auxiliary Rural Carrier Time Certificate, will be revised to include fields for reporting the time for an additional trip(s). The parties expect revision of the forms and necessary reprogramming to be completed no later than one year from the date of this settlement. In the interim, the parties agree that such time will be recorded on Form 8127, Rural Carrier Supplemental Payment, (and the carrier will be compensated at the national average hourly rate for regular rural carriers) or the current Form 1314-A, as appropriate.

In certain circumstances, management may elect to include credit associated with a second trip(s) in the evaluation of the route rather than providing compensation as described above.



Mail Count Period



Should an additional trip(s) be necessary during the mail count period, the time associated with the additional trip(s) will not be recorded on the mail count forms, however the associated mail piece(s) will be recorded appropriately for the intended route and compensation for the additional trip(s) will be granted as provided above.



Christmas Period



An additional trip(s) performed by a regular rural carrier or substitute rural carrier (Designation 72) during the Christmas period will not be compensable, but the carrier will

receive additional EMA as prescribed above. However, a regular rural carrier or a substitute rural carrier (Designation 72) may be entitled to Christmas overtime in accordance with Article 9.2.K of the National Agreement. With the exception of the substitute rural carrier (Designation 72), leave replacements (when compensation is based on the evaluation of the regular or auxiliary route served and when actual workhours do not exceed forty hours per week) will be compensated for performing an additional trip(s) during the Christmas period as prescribed above.

Excessive Additional Trips

If it is determined that the number of additional trips required is excessive, management may require a rural carrier to provide a larger personal vehicle or may adjust the carrier's route, in accordance with the following:

Regular Rural Carrier's, Substitute Rural Carrier's (Designation 72), or RCA's (Designation 74) Personal Vehicle

If management authorizes an additional trip, utilizes a leave replacement, curtails mail or takes other action due to the size of the carrier's [regular rural carrier; or substitute rural carrier (Designation 72) or RCA (Designation 74) serving a regular route full time] personal vehicle on more than 12 days in any six month period, management may require the rural carrier to provide a larger vehicle that will significantly reduce additional trips or may adjust the route at the option of the carrier. If the carrier chooses to provide a larger personal vehicle, such vehicle must be provided within 60 days of being notified of excessive trips (or show proof of purchase/bill of sale). Additional trips during the Christmas overtime period will not count toward the more than 12 days.

Should the carrier be unable to provide a larger vehicle, management will consider assigning an Employer provided vehicle to the route if available, and if the Employer provided vehicle will significantly reduce the additional trips, prior to adjusting the route. If management adjusts a route due to the number of additional trips, such adjustment will limit the impact to the route when practicable, and will attempt to target removal of deliveries that would significantly reduce additional trips.

Employer Provided Vehicle

If management authorizes an additional trip, utilizes a leave replacement, curtails mail or takes other action due to the size of the Employer provided vehicle assigned to the route on more than 12 days in any 6 month period, management may adjust the route. If management adjusts a route due to the number of additional trips, such adjustment will limit the impact to the route when practicable, and will attempt to target removal of deliveries that would significantly reduce additional trips. Additional trips during the Christmas overtime period will not count toward the more than 12 days.

Leave Replacement's Personal Vehicle

If management authorizes an additional trip, utilizes another leave replacement, curtails mail or takes other action due to the size of a leave replacement's (all bargaining unit leave replacement rural carriers except Designations 72 and 74) personal vehicle on more than seven days in any 20 consecutive leave replacement workdays (excluding the Christmas overtime period), management may consider the following in the order presented below:

- 1) If it would resolve the situation, management will assign the leave replacement to another leave replacement vacancy in the office, provided leave replacements have been offered and declined the assignment in accordance with Article 30.2.E of the National Agreement.
- 2) If it would resolve the situation, management will assign the leave replacement a different second or third available assignment on the matrix.
- 3) If it would resolve the situation, management may grant a requested transfer to another office provided a leave replacement vacancy exists in that office.
- 4) Management may require the leave replacement to provide a larger vehicle to significantly reduce additional trips. The leave replacement will not be entitled to assignments other than their primary assignment if it may result in an additional trip until the larger vehicle is provided.
- 5) Management is not required to continue to employ the leave replacement.

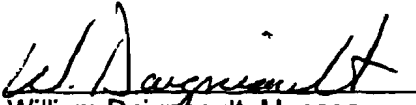
In the future, if either party has a concern(s) regarding second trips, a meeting at the national level will be scheduled to discuss such concern(s).

This agreement is effective on the date signed. Compensation for the time involved in performing an additional trip(s); two minutes per mile, actual loading time and EMA as appropriate will be paid for instances occurring on or after the date of this pre-arbitration settlement. All grievances held in abeyance pending the outcome of this case will be resolved pursuant to the following:

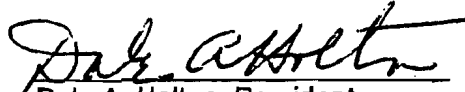
If the grievant performed an additional trip(s), exceeded 40 miles for the day and was not provided additional compensation for EMA, the grievant will be compensated EMA for each mile in excess of 40 miles driven to complete the additional trip(s).

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the above captioned case and remove it from the pending national arbitration listing.

Sincerely,


William Daigneault, Manager
Contract Administration
(NRLCA)

Date: 3/14/05


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

Date: 3/14/05

September 15, 2006

MANAGERS, DELIVERY PROGRAMS SUPPORT (AREA)
MANAGERS, HUMAN RESOURCES (AREA)
MANAGERS, LABOR RELATIONS (AREA)
MANAGERS, HUMAN RESOURCES (DISTRICT)
MANAGERS, OPERATIONS PROGRAMS SUPPORT (DISTRICT)

SUBJECT: National and Special Rural Mail Counts

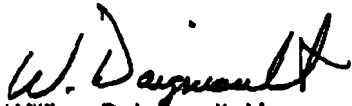
Management, at some postal facilities will be conducting special rural mail counts beginning September 18, 2006. The purpose of this directive is to make certain those counts, and all subsequent rural mail counts, are conducted in accordance with the decision by Arbitrator Dana Eischen in his national award involving the 2002 rural mail count. This award may be found on the corporate intranet at:

http://blue.usps.gov/delivery/rural/rural_mail_count_eischen_award.pdf

The emphasis of this award is that the basic purpose of a mail count is an accurate recording of mail count data to determine the route's evaluation. It is not permissible to create, enforce, publish, and impose standards or limitations on markups, loading time and other ("column R") time prior to and during the count "so as to make the count data for those targeted elements conform to preconceived intended outcomes."

It has always been the Postal Service's position that it is unacceptable for either management or rural carriers to take actions that affect the integrity of the mail count. It is essential that only the actual time be recorded for elements that are timed, and actual piece counts be recorded for elements that are counted. These principles are of central importance. We recognize that the strategy of establishing benchmarks for columns J, Q, and R predicated on national averages has not been utilized in any subsequent mail counts since the 2002 national mail count. This memo is simply intended to ensure that we continue to management future mail counts without limiting legitimate credit based on actual time or pieces of mail.

Consistent with the above, areas, districts, and subordinate postal facilities shall not establish, explicitly or implicitly, any caps, ceilings, benchmarks, targets, or thresholds based on averages that may be designed to limit the time or credit for any element of a mail count in advance of or during the mail count. However, postal management should continue to take steps to ensure that the most efficient and best practices are followed in every mail count and may continue to target and review legitimate outliers or inappropriate credit.



William Daigneault, Manager
Contract Administration (NRLCA)
Labor Relations



Patrick S. Conrad
Manager, Rural Delivery
Delivery Programs

M-58.40



April 7, 1999

MANAGERS, DELIVERY PROGRAM SUPPORT (AREA)
MANAGERS, OPERATIONS PROGRAM SUPPORT (DISTRICT)


SUBJECT: Influencing Mail Count

It has come to the attention of this office that, in some instances, efforts have been made to unduly influence rural mail count volume. No one should attempt to influence mailers to avoid mailing during mail count periods or to send out special mailings specifically during mail count periods.

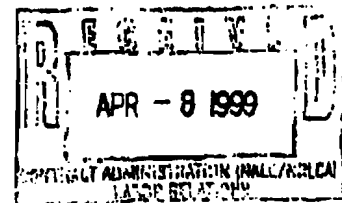
This issue, while originally brought forward through the grievance process, is applicable to both management and craft. Postmasters and supervisors should not influence customers to change their mailing dates solely for the purpose of affecting the results of the mail count. While personal gains are not realized by postmasters and supervisors, and customers ultimately decide when to mail, influence from interested parties may have the appearance of affecting the integrity of the count.

Conversely, carriers should not attempt to coerce mailers to send out mailings specifically during a mail count period or have friends or relatives send mailings to addresses on their routes or to themselves (if they live on their route). This type of influencing does realize a personal gain and would most definitely have the appearance of affecting the integrity of the count.

The count period is established to be a period where the parties can expect normal mail volume flow affected only by the mailers and our customers. The mission of the Postal Service with respect to a normal rural mail count is to count, case, and deliver the mail, not add to or take away from the volume by contrived schemes.


W. Bothwell
Acting Manager
Delivery Policies and Programs

475 L'Enfant Plaza SW
Washington DC 20260



LABOR RELATIONS



Mr. Gus Baffa
President
National Rural Letter Carriers'
Association
1630 Duke Street, 4th Floor
Alexandria, VA 22314-3465

Re: Q95R-4Q-C 02102188
Class Action
Washington, DC 20260-4100

Dear Mr. Baffa:

The parties recently met in pre-arbitration discussion regarding the above referenced case.

The issue in this grievance is whether the address orientation or address label placement on a mail piece has any affect on the mail piece being recorded as a letter or flat during a mail count.

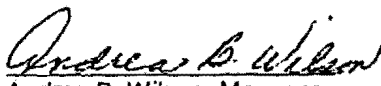
During our discussion, we mutually agreed that the following will constitute full and complete settlement of this grievance:

For the purpose of recording a mail piece during a mail count as a letter or flat, the manner in which the address is oriented on the mail piece will be relevant. In accordance with Section 535.12.a. of Handbook PO-603, *Rural Carrier Duties and Responsibilities*, a mail piece 6 1/8 inches or less in width that can be cased in the separations of the carrier cases is recorded as a letter. For the purpose of the mail count, the width of the mail piece will be defined as the dimension perpendicular to the address label. Therefore, a mail piece measuring 5 1/2 inches by 7 inches would be recorded as a flat if the label or address on the mail was placed parallel to the 5 1/2 inch dimension. In this example, the 5 1/2 inch dimension would be considered the length because the label orientation is parallel to the 5 1/2 inch measurement and the 7 inch dimension is the width because the address is perpendicular to the 7 inch measurement.

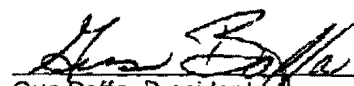
The parties agree that this settlement will be applied to all mail counts subsequent to the 2003 national rural mail count and will be considered the settlement in any other grievance concerning this issue.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the above captioned case and remove it from the pending national arbitration listing.

Sincerely,


Andrea B. Wilson, Manager
Contract Administration
(NRLCA/NPMHU)

Date: 3/19/03


Gus Baffa, President
National Rural Letter Carriers'
Association

Date: 3-19-03

M-58.30

LABOR RELATIONS



Mr. Gus Baffa
President
National Rural Letter Carriers'
Association
1630 Duke Street, 4th Floor
Alexandria, VA 22314-3465

Re: D95R-4D-C 01039476
W. Brazell
Lugoff, SC 29078-9998

Dear Mr. Baffa:

The parties recently met in pre-arbitration discussion regarding the above referenced case.

The issue in this grievance is whether address cards, received by rural carriers during the mail count, should be credited to the route evaluation as mail.


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

The parties agree that address cards received by a rural carrier during the mail count are not recorded as part of the mail count. The sequencing of address cards does not warrant additional compensation.


The parties agree that this settlement will be considered the settlement in any other grievance concerning this issue.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the above captioned case and remove it from the pending national arbitration listing.

Sincerely,


Andrea B. Wilson, Manager
Contract Administration
(NRLCA/NPMHU)

Date: 3/19/03


Gus Baffa, President
National Rural Letter Carriers'
Association

Date: 3-19-03

DELIVERY POINT SEQUENCE (DPS) LETTER MAIL IMPLEMENTATION PROCEDURES FOR RURAL ROUTES

Prerequisites for New DPS Letter Mail Implementation

- As soon as practicable after determining a zone or route(s) will be provided DPS letter mail, district management will notify the National Rural Letter Carriers' Association's (NRLCA) District Representative, the affected postmaster, and the affected rural carriers of the planned implementation date. DPS letter mail processing will not necessarily be extended to all routes in a building or zone.
- The NRLCA District Representative or their designee will be given the opportunity to be involved in the implementation, monitoring, and training provided to carriers when DPS letter mail is introduced to rural routes.
- All affected rural carriers will be provided joint DPS training prior to the implementation of DPS letter mail. All time spent by individual carriers reviewing automated mail processing data, viewing training films or presentations will be compensated in accordance with Article 9.2.N.
- A rural route receiving DPS letter mail may be counted and evaluated under the DPS letter mail standard provided:
 - The route has been receiving DPS letter mail for at least 30 calendar days prior to the beginning of a mail count;
 - The DPS letter mail has met the 98% quality threshold for at least three (3) consecutive days prior to the mail count; and
 - The route receives an average of 2,400 DPS letter mail per week during the mail count period.
- In order to apply the DPS letter mail standard for a route with an assigned right-hand drive (RHD) Employer provided vehicle; the route must meet the criteria identified above and the vehicle must be assigned to the route via PS Form 4003, no later than the first day of the mail count.

Handling Procedures for DPS Letter Mail

- Rural carriers, at their option, may case and strap out DPS letter mail with other mail in accordance with section 150, *Schedules*, in Handbook PO-603, *Rural Carrier Duties and Responsibilities*. Casing of DPS letter mail at the carrier's option will not affect or modify mail count procedures or the applicable time standards.
- Additional compensation instructions for DPS letter mail are outlined in section 541.41 of Handbook PO-603.
- Formal review procedures for DPS letter mail are contained in Handbook PO-603, *Rural Carrier Duties and Responsibilities*, 541.42.

- Carriers should notify their manager immediately when they receive DPS letter mail that requires casing or additional handling.

Additional Mail Count Credits

- Riffing time will be provided in Column 17, *Other Suitable Allowance* to routes receiving DPS letter mail without separator cards. This time includes identifying and handling errors associated with programs such as Unplanned Events and Mail History Tracking System (MHTS). Routes utilizing breaker cards do not receive riffle time, but should be credited with the time associated with Unplanned Events and MHTS handling.
- Closed Businesses – Credit will be provided in Column 1, *Random Letters*, when there are seven (7) pieces or less of DPS letter mail. Eight (8) pieces or more of DPS letter mail, credit will be provided in Column 6 – *Parcels*. No deductions will be made from Column 3.
- Missent, Missorted, Missequenced, PO Box mail, Hold, Forward and Undeliverable as Addressed DPS letter mail will receive additional credit in Column 1, *Random Letters*. No deductions will be made from Column 3.
- Credit a route with one additional DPS letter mail piece for each four (4) DPS letter mail pieces received that are inverted. Appropriate credit will be added to the DPS letter mail daily total by rounding down to the nearest whole number.
- When a rural route serves more than one zone and DPS letter mail is received separately for each zone; all mail will be credited as DPS letter mail provided the route completes service to the other zone(s) prior to returning to deliver to the original zone. If the route continually crosses between zones, credit the larger amount of DPS letter mail (by zone) as DPS letter mail and the other zone(s) in Column 2, *Sector/Segment Letters*. Example: Route serves Zone A & B and receives DPS letter mail for both zones. Carrier delivers a portion of Zone A, all of Zone B, and completes delivery to Zone A. All DPS letter mail will be credited in Column 3.

Evaluating Routes That Receive DPS Letter Mail

- Routes assigned right-hand drive (RHD) Employer provided vehicles will be credited 43 pieces per minute for DPS letter mail during a mail count. Routes that do not have an assigned RHD Employer provided vehicle will be credited with 30 pieces per minute for DPS letter mail during the mail count.
- The end of run report (EOR) will be used as the data source to record the amount of DPS letter mail during a mail count.
- Evaluation changes resulting from special mail counts scheduled due to the introduction of DPS letter mail and conducted in accordance with Article 9.2.C.11.a.(1), will not be implemented unless the evaluation of the route is changed by 120 minutes (2 hours) or more.

Route Rebuild and Adjustments for DPS Letter Mail Impact

Once a route is evaluated using the appropriate DPS letter mail standard, management will adjust the route by transferring territory from other routes in the same 5 digit zone and the same office, equal to the DPS letter mail impact or the 43K classification, whichever is less; provided sufficient territory exists. If sufficient territory does not exist to provide the amount of rebuild described above for all of the routes impacted by DPS letter mail within the same zone and office, management will first rebuild routes below 40:00 standard hours to 40:00 standard hours. Management will then attempt to provide an amount of rebuild less than described above to the remaining impacted routes by distributing the outstanding buffer as equitably as possible, yielding to operational rationale and feasibility.

The DPS letter mail impact will be determined on the effective date of the mail count used to evaluate the routes with the appropriate DPS letter mail standard. Additional DPS letter mail impact will be calculated and the route will be subject to rebuild, if sufficient territory exists, for any mail count on the route within two (2) years of the effective date of the first route evaluation applying the appropriate DPS letter mail standard. There is no further obligation to rebuild routes impacted by DPS letter mail at the end of the two-year period.

It is expected that reasonable efforts will be made to complete all DPS letter mail rebuilds as soon as practicable. Additionally, DPS letter mail rebuilds should be completed within six (6) months from the effective date of the mail count used to determine the impact.

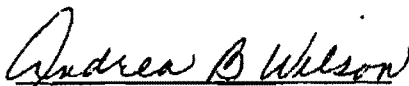
Management will utilize the following to determine the amount of territory available for use in adjusting routes for DPS letter mail rebuilds:

- Adjust overburdened routes to approximately 52:00 standard hours (43K)
- Adjust or eliminate auxiliary routes
- Adjust any withheld residual vacancy in accordance with the October 2, 2012 memorandum of understanding (MOU).
- Consider consolidation, which is defined as the combining of territories from two or more routes which results in the elimination of one or more of those routes, of:
 - Any newly vacant routes
 - Withheld residual vacancies
 - Any encumbered routes evaluated at less than 37 hours per week.


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

Use of End of Run Report

The parties agree that the end of run report piece count (or future equivalent report) from the automated equipment used to process a zone's DPS letter mail will be utilized when recording volume, during a mail count. Either the rural carrier or manager may verify the piece count from the report by counting the mail, however no additional compensation will be provided for the time involved.


Andrea B. Wilson, Manager
Contract Administration
(NRLCA/NPMHU)
Labor Relations

Date: 3/19/03


Gus Baffa, President
National Rural Letter Carriers'
Association

Date: 3-19-03

LABOR RELATIONS



Mr. Gus Baffa
President
National Rural Letter Carriers'
Association
1630 Duke Street, 4th Floor
Alexandria, VA 22314-3465

Re: D95R-4D-C 01037982
Class Action
Louisville, KY 40231-9998

Dear Mr. Baffa:

The parties recently met in pre-arbitration discussion regarding the above referenced case.

The issue in this grievance is whether management's denial of additional credit during the mail count for time involved in retrieving DPS mail and returning articles to the accountable cage violates the National Agreement.

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

Rural carriers may be required to retrieve DPS mail without additional time credit, whether or not the rural carrier receives withdrawal credit, provided the DPS mail is in close proximity to the rural carrier's case. Rural carriers may also be required to return articles to the accountable cage (or location where accountables are cleared) upon completion of street duties without additional time credit provided the cage is in close proximity to the rural carrier's case. The parties define close proximity as 50 feet (round trip).

During the mail count, if the DPS mail is not within 50 feet (round trip), the route will be provided additional credit under Column R for only the distance beyond the 50 feet. Measurement will be from the closest edge (wing) on the front side of the carrier's case to the closest edge of the container of DPS. The distance beyond 50 feet will be credited at .00284 minutes per foot.

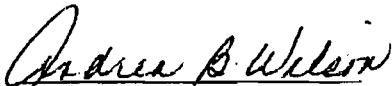
During the mail count, if the accountable cage (or location where accountables are cleared) is not within 50 feet (round trip) the route will be provided additional credit under Column R for only the distance beyond the 50 feet. Measurement will be from the closest edge (wing) on the front side of the carrier's case to the window of the accountable cage. The distance beyond 50 feet will be credited at .00284 minutes per foot. The credit will not exceed more than one round trip per day to return mail/receipts in the afternoon.

- 2 -


The parties agree that this settlement will be applied to all mail counts subsequent to the 2003 national rural mail count and will be considered the settlement in any other grievance concerning this issue.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the above captioned case and remove it from the pending national arbitration listing.

Sincerely,


Andrea B. Wilson, Manager
Contract Administration
(NRLCA/NPMHU)

Date: 3/19/03


Gus Baffa, President
National Rural Letter Carriers'
Association

Date: 3-19-03



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

Re: E06R-4E-C09352269
Jeffrey Holland
Omaha, NE 68134-9998

Dear Joey:

The parties met on January 30, 2013, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the retrieval of DPS letter mail when route trays are randomly mixed within a conveyance.

After reviewing this matter, the parties agree that if the DPS letter mail trays are in a conveyance randomly mixed between routes, and retrieval of these trays requires added effort by the carriers, additional compensation may be appropriate.

In instances where this occurs on a daily or weekly basis, the route will receive credit in Column 17 during a mail count, for the actual time required to move other routes' trays in order to locate the DPS letter mail trays for the specific route.

Accordingly, we agree to remand the grievance to the parties at Step 2 for proper application and further processing and arbitration, if necessary.

Time limits were extended by mutual consent.

A handwritten signature in cursive script, reading "Gail L. Sattler".

Gail L. Sattler
Labor Relations Specialist
Contract Administration (NRLCA)

A handwritten signature in cursive script, reading "Joey C. Johnson".

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

Date: 2-21-13

Date: 2-21-13



Don Cantriel, President
National Rural Letter Carriers'
Association
1630 Duke Street
Alexandria, VA 22314-3465

Re: E00R-4E-C 05035960
Class Action
Prior Lake, MN 55372

Dear Don:

The parties recently met regarding the above referenced case following the first day of hearing before National Arbitrator Bloch.

The issue in this grievance is whether rural carriers are entitled to additional compensation when delivery point sequence (DPS) mail pieces are received upside down (inverted).

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

1. It is the position of the Postal Service that employees should not feed any mailings in an inverted position into DPS mail processing equipment in order to enhance readability.
2. Rural routes will receive additional credit during the mail count for letters received inverted in the DPS letter tray as follows:

During the mail count, the route will receive credit for one additional DPS letter for every four DPS letters received inverted. Appropriate credit will be added to the DPS daily total by rounding down to the nearest whole number.

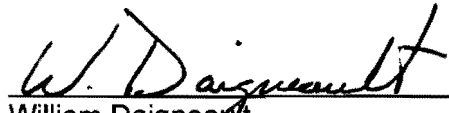
3. For implementation purposes during the 2009 national mail count only, routes will be credited for inverted DPS letters from March 2, 2009, through March 14, 2009, at a rate of one additional DPS letter added to the daily total for every two DPS letters received inverted. No credit will be provided for inverted letters received during the first two weeks of the 2009 national mail count.

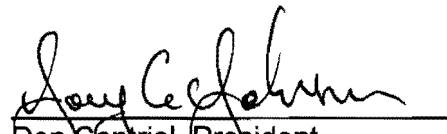
There is no retroactive application of this settlement agreement.

Please sign this letter as your acknowledgment of agreement to settle the above captioned case and remove it from the arbitrator's authority.

Your signature on this letter serves as your acknowledgment of this pre-arbitration agreement and that its terms provide full and complete settlement of all issues that were raised in the above referenced case.

Sincerely,


William Daigneault
Manager
Contract Administration (NRLCA)


For Don Cantriel, President
National Rural Letter Carriers'
Association

Date: 2-20-09



Mr. Steven R. Smith
President
National Rural Letter Carriers'
Association
1630 Duke Street, 4th Floor
Alexandria, VA 22314-3465

Re: F91R-4F-C 96020182
M. Weiss
Sun City, CA 92586-9998

Dear Mr. Smith:

On January 21, 1998, the parties entered prearbitration discussion of the above-referenced case.

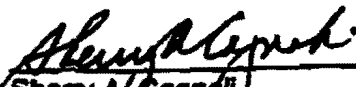
The issue in this grievance is whether Management violated the Methods Handbook PO-603, Rural Carrier Duties & Responsibilities during mail count, when rigid articles of mail less than 6 1/8 inches in width, processed on automated equipment as Delivery Point Sequence (DPS) mail are credited as DPS mail and not parcels.


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

During a rural route mail count, a rigid article received in DPS will be counted and recorded under Column C. as a parcel if the rigid article exceeds any one of the dimensions in Part 535.12.c.(1) of the PO-603. Rigid articles received in DPS mail that do not exceed any of the dimensions in Part 535.12.c.(1) of the PO-603 are counted and recorded under Column L. as DPS letters.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the above-captioned case and remove them from the pending national arbitration listing.

Sincerely,


Sherry A. Cagnelli
Manager
Contract Administration
(NALC/NRLCA)
U. S. Postal Service


Steven R. Smith
President
National Rural Letter Carriers' Association

Date: 6 Feb '98



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

Re: J00R-4J-C04168408
Mary Iverson
Plainfield, IL 60544

Dear Mr. Anderson:

On several occasions, the most recent being December 21, 2007, we discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this case concerns the credit given during a mail count when DPS letters are received for a closed school or business and were unable to be delivered.

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

Credit for DPS closed school or business letter mail, whether cased or taken to the street, will be credited in the following manner:

1. Credit will be given in Column A, *Letters*, for each piece when there are seven pieces or less.
2. Credit will be given in Column D, *Parcels*, for one parcel when there are eight pieces or more.
3. These mail pieces will not be deducted from Column L, *DPS Mail*.

A closed school or business is defined as one that is closed on a recurring basis, usually weekly, and does not have any method of delivery available on the day the school or business is closed, which would require the carrier to bring the DPS letter mail back from the street.

No additional riffling time should be credited to identify and/or hold out this mail.


The parties agree that the above method of applying credit for closed school or business DPS letter mail will be utilized during future mail counts. Further, it is agreed that the terms of this settlement apply solely to the specific issue in this case and do not set precedence to any other current or future DPS dispute between the parties.

The above-captioned grievance is remanded to the parties at Step 3 to apply the terms of this settlement to the fact circumstances of the instant case.

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



Robert M. Olohan
Labor Relations Specialist
Contract Administration (NRLCA)



Randy Anderson
Director of Labor Relations
National Rural Letter Carriers' Association

Date: 1-2-08

Date: 1-2-08



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

Re: Q00R-4Q-C 03096526
Class Action
Washington, DC 20260-4110

Dear Randy:

On several occasions, the most recent being January 9, 2004, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the address orientation or address label placement on a mail piece, defined as a rigid article in accordance with Handbook PO-603, Rural Carrier Duties and Responsibilities, Section 535.12.d, has any affect on that piece being recorded as a flat or a parcel during a mail count.

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

For the purpose of recording a rigid article during a mail count as a flat or parcel, the manner in which the address is oriented on the piece will be relevant. For the purpose of a mail count, the height of the rigid article will be defined as the dimension perpendicular to the address label. In accordance with Section 535.12.d of Handbook PO-603, a rigid article exceeding 5 inches in height would be recorded as a parcel. Therefore, a rigid article measuring 4 1/4 inches by 5 1/2 inches would be recorded as a parcel if the label or address on the rigid article was placed parallel to the 4 1/4 inch dimension. In this example, the 4 1/4 inch dimension would be considered the length because the address orientation is parallel to the 4 1/4 measurement and the 5 1/2 inch dimension is the height because the address orientation is perpendicular to the 5 1/2 inch dimension.

The parties agree that this settlement will be applied to the 2004 national rural mail count and all mail counts subsequent. Any other grievance concerning this issue filed prior to the 2004 national rural mail count will be considered withdrawn.

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

Sincerely,

William Daignault
Labor Relations Specialist
Contract Administration
(NRLCANPMHU)

Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 2/3/2004

AWARD OF THE NATIONAL ARBITRATOR
CASE NO. E95R-4E-C 990099528

1) Postal Service management did not violate Chapter 5, Section 535.12 of the PO-603 *i.e.*, the Rural Carrier Duties and Responsibilities Handbook, during the 1998 mail count period, by entering a mail piece consisting of a flexible, labeled periodical wrapper or envelope containing both a non-rigid magazine approximately 10 inches high and 8 inches wide and a rigid CD or computer disc case exceeding 5" in height, in *Column B—Papers, Magazines, Catalogs, Flats, Other Size Mail* rather than in *Column C Parcels* on Form 4239.

2) The grievance in Case E95R-4E-C 990099528 is denied.

3) Jurisdiction is retained for the sole purpose of resolving any disputes which may arise between the Parties regarding the meaning, application or implementation of this National Arbitration Award.



Dana Edward Eischen

STATE OF NEW YORK }
COUNTY OF TOMPKINS } SS:

On this 12th day of January, 2003, I, DANA E. EISCHEN, upon my oath as National Arbitrator, do hereby affirm and certify, pursuant to Section 7507 of the Civil Practice Law and Rules of the State of New York, that I have executed and issued the foregoing instrument and I acknowledge that it is my Opinion and Award in Case No. E95R-4E-C 990099528.

Summary This National-level case resolved the issue of how a particular piece of mail (consisting of flat-sized magazine coupled with a CD packaged in a rigid plastic case) should be counted: as a parcel or flat as defined in the PO-603. The subsidiary issue was whether this case was governed by the terms of a 1998 Step 4 settlement known as "Sun City." The Arbitrator found that the Sun City settlement did not control, due to the marked differences in the "dimensions and characteristics" of the mail pieces in each case. Contrary to the agreement in Sun City that the mail piece met the "rigid article" definition, the Arbitrator held that the Coeur D'Alene piece was a non-rigid "flat" containing a rigid article. In so doing, the Arbitrator relied on the fact that, if the mail piece was not a per se rigid article and if it could be cased for delivery as a letter or flat, it was more like a flat than a parcel. Accordingly, the Arbitrator denied the National-level grievance.



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

Re: F00R-4F-C 03096043
Class Action
Riverside, CA 92507-9998

Dear Randy:

On several occasions, the most recent being December 12, 2005, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the classification of certain mail pieces during the mail count that contain rigid articles.

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

The current definition of a parcel as described in Section 535.12.d of the PO-603, *Rural Carrier Duties and Responsibilities*, is a rigid article that exceeds 5 inches in height, 18 inches in length or 1 9/16 inches in width. The parties agree that the overall dimensions and rigidity or flexibility characteristics of a mail piece determine whether the article is a parcel rather than any particular item enclosed within that mail piece. Therefore, the parties present the following examples to clarify whether an item should be classified as a parcel during a mail count:

1. The flexible mail piece is greater than 6 1/8 inches in width, containing a rigid item exceeding any one of the dimensions in Section 535.12.d. The area of the rigid item is equal to or greater than 80 percent of the area of the flexible mail piece. This is a parcel.
2. The flexible mail piece is greater than 6 1/8 inches in width, containing a rigid item exceeding any one of the dimensions in Section 535.12.d. The area of the rigid item is less than 80 percent of the area of the flexible mail piece. This is a flat.
3. The flexible mail piece is greater than 6 1/8 inches in width, containing a rigid item that does not exceed any one of the dimensions in Section 535.12.d. This is a flat.

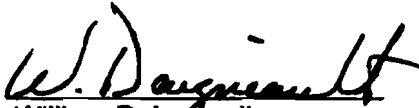
4. The flexible mail piece is 6 1/8 inches or less in width, containing a rigid item exceeding any one of the dimensions in Section 535.12.d. The area of the rigid item is equal to or greater than 80 percent of the area of the flexible mail piece. This is a parcel.
5. The flexible mail piece is 6 1/8 inches or less in width, containing a rigid item exceeding any one of the dimensions in Section 535.12.d. The area of the rigid item is less than 80 percent of the area of the flexible mail piece. This is a letter.
6. The flexible mail piece is 6 1/8 inches or less in width, containing a rigid item that does not exceed any one of the dimensions in Section 535.12.d. This is a letter.


The parties agree that the above examples must be applied when determining the proper classification of a flexible mail piece containing a rigid item during a mail count. There is an exception to items 2, 3, 5 and 6 above if the flexible mail piece does not fit in the letter (or flat) separation with other mail without damage to the mail piece. This is a parcel. It is also agreed that this settlement does not prohibit the Employer from making changes pursuant to Articles 19 or 34 of the National Agreement in the definition of mail pieces or time standards associated with handling mail pieces.

In the instant case, the parties agree that the mail piece in question is a flat. Based on the particular fact circumstances of this grievance, no further action is necessary.

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

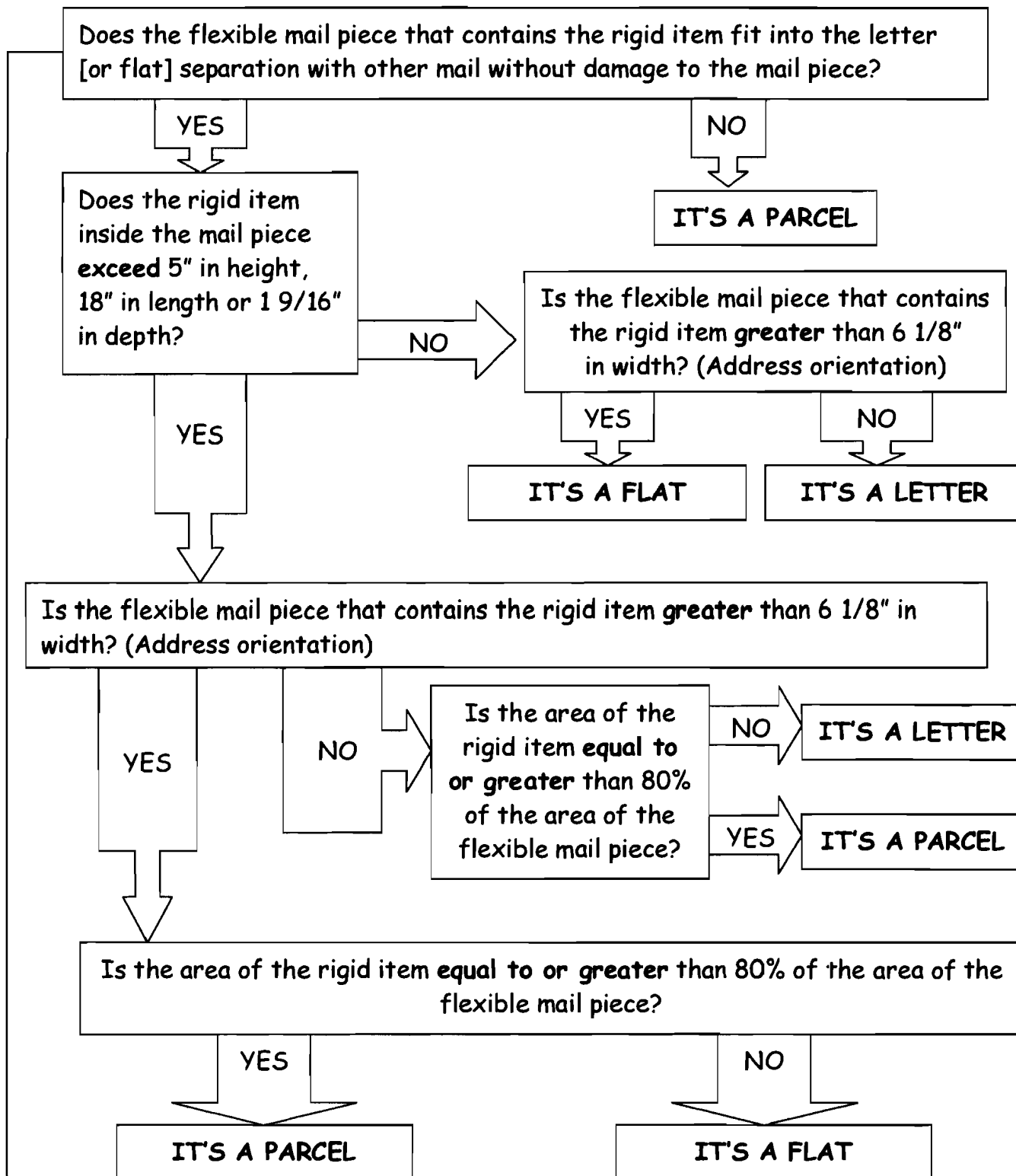
Sincerely,


William Daigreault
Manager
Contract Administration (NRLCA)
Labor Relations


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 12/13/05

**RIGID ARTICLE INSIDE A FLEXIBLE
MAIL PIECE
IS IT A PARCEL?**



* When determining whether the mail piece can be cased, some re-positioning of the rigid item(s) inside the mail piece may occur during the normal casing process. Management may not require the carrier to make extraordinary efforts to rearrange /relocate the rigid item(s) within the mail piece in an attempt to case a mail piece that could not otherwise be cased.

DATE: November 28, 1980 M-53

REF: LR320:WAStefl:hs

SUBJECT: Step 4 Decision Regarding Catalog Count in Gallipolis, OH
R8-C-0108/C8R4FC19357

General Manager, Labor Relations
Central Region

On October 21, a Step 4 decision regarding the proper counting of catalogs was issued, interpreting Postal Bulletin 21702. After further consultation with Delivery Services at Headquarters, it was determined that Postal Bulletin 21202 has been misinterpreted. Though the decision in this particular case must stand, the correct policy on the counting of catalogs is as follows:

If a catalog will fit into an empty separation, all like catalogs for that size separation will be counted as flats, regardless of the fact that more than one catalog must be cased into that separation, and regardless of the number of the number of families or deliveries in that particular separation. If a catalog will not fit into an empty separation because of size, then all like catalogs for that size separation will be counted as parcels.

Please inform all interested parties of this interpretation.


William A. Stefl
Labor Relations Department

cc: Delivery Services, HQ

~~RECEIVED~~

DEC 1 1980

LABOR RELATIONS
LABOR RELATIONS DIVISION



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

Re: E00R-4E-C 03203190
Class Action
Fall City, WA 98024-9998

Dear Mr. Anderson:

On several occasions, the most recent being January 12, 2006, we met to discuss the above captioned grievance at the fourth step of our grievance procedure.

The issue in this grievance is whether a non-rigid mail piece, containing a rigid cylindrical item (pill bottle) that exceeds any one of the dimensions in Section 535.12.d of Handbook PO-603, was properly recorded as a flat during the 2003 national mail count

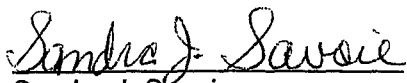
After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. It is recognized that, due to the variety in packaging and the shape of the contents in same or similar mail pieces, determining the proper classification during a mail count must be done on a case by case basis. The parties do agree that:


- The overall dimensions and rigidity or flexibility characteristics of the mail piece determine the classification of the mail piece, rather than any particular item enclosed within that mail piece.
- Unless a determination can be made by application of the settlement in grievance F00R-4F-C 03096043, the classification of a non-rigid mail piece which is the same as or similar to the one defined in the issue above will depend on whether the mail piece can be cased with other mail, without damage to the mail piece.
- When determining whether the mail piece can be cased, the parties agree that while some re-positioning of the rigid item(s) inside the mail piece may occur during the normal casing process, management may not require the carrier to make extraordinary efforts to rearrange/relocate the rigid item(s) within the mail piece in an attempt to case a mail piece that could not otherwise be cased.

Accordingly, we agree to remand this case to the parties at Step 3. If no agreement is reached the union may appeal this grievance to area arbitration.

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

Sincerely,


Sandra J. Savoie
Labor Relations Specialist
Contract Administration
(NRLCA)


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 1-13-06



Dale A. Holton, President
National Rural Letter Carriers'
Association
1630 Duke Street, 4th Floor
Alexandria, VA 22314-3465

Re: E95R-4E-C 99103123
Class Action
Oregon City, OR 97045-9998

Dear Dale:

The parties recently met in discussion regarding the above referenced case, which has been presented to a national arbitrator and is pending post hearing briefs.

The issue in this grievance is whether a rural carrier is entitled to additional time credit for handling flats processed on automated equipment when the mail is not in neat order and faced in the same direction (helicopter flats).

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

The parties agree that the evidence presented in arbitration by the NRLCA in the above referenced case reveals that flats processed to rural routes on the UFSM 1000 do not always provide a product that can be handled in the same manner as flats presented in relatively neat order. Therefore, except as provided below, the parties agree that effective with the next mail count after the signing of this settlement, and continuing thereafter, rural routes receiving flats processed on the UFSM 1000 will be granted an additional credit for flat volume for the added effort required to handle these flats. An additional volume credit of 17.5 percent will be recorded for flats processed to rural routes from the UFSM 1000 during the mail count. For example, if a rural route during one day of a mail count receives 300 flats processed on the UFSM 1000, an additional 53 flats (rounded to the nearest whole number) will be recorded in Column C on Form 4239.

Processing and Distribution Centers that intend to process flats to rural routes on the UFSM 1000 throughout the year will not modify its processing operation for the sake of the mail count.

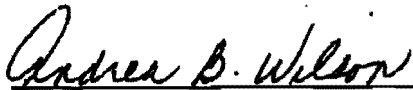
Rural routes that were counted during the February/March 2004 national count and received flats processed on the UFSM 1000 during that mail count will receive additional credit. The additional credit will be calculated as described above. End-of-run reports from the UFSM 1000 will be used to determine the volume of flats processed on the UFSM 1000 to each rural route from February 14 through March 6, 2004. A base hour change will then be processed on affected rural routes as soon as possible, but will be effective no later than June 26, 2004.

The parties agree that currently, flats processed to rural routes on the AFSM 100 do not exhibit characteristics of "helicopter flats" as presented in the Oregon City, Oregon, hearing. However, in the future, should rural routes begin to receive flats processed on the AFSM 100 or any other automated equipment, on a national scale, that are in a condition similar to the flats in the photographs presented in this arbitration hearing and described by the NRLCA as "helicopter flats"; the parties will meet at the national level to address the problem.

As soon as administratively possible, the parties will meet at the national level to determine how to apply this settlement to the particular fact circumstances in the Oregon City, Oregon, grievance and all other grievances held in abeyance pending disposition of this case.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the above captioned case and remove it from the arbitrator's authority.

Sincerely,



Andrea B. Wilson
Manager
Contract Administration (NRLCA/NPMHU)

Date: 3/22/04



Dale A. Holton
President
National Rural Letter Carriers' Association

Date: 3/22/04



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

Re: B06R-4B-C11205381
Class Action
Manchester, CT 06040-9998

Dear Mr. Johnson:

On several occasions, the most recent being September 4, 2013, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the proper credit for delivery point sequenced (DPS) flats during a mail count when a rural route, with an assigned employer provided vehicle, delivers mail to more than one zone.

We mutually agree the following will constitute full and complete settlement of this grievance.

During a mail count, when a rural route serves more than one zone and DPS flats are received separately for each zone; all mail will be credited as DPS flats in Column 5. If the route completes service to the other zone(s) prior to returning to deliver to the original zone, no additional credit will be provided. If the route continually crosses between zones, prior to returning to deliver mail to the original zone(s), additional credit will be provided for the smaller zone(s), by daily volume as indicated on the end-of-run report (EOR), during a mail count. The following method will be used to determine additional credit:

1. The piece count of the smaller volume zone from the daily end-of-run report, multiplied by .0499 minutes per piece, equals additional time.
2. This time is entered in Column 17 and annotated as "DPS flats multi-zone".
3. Do not reduce the total pieces recorded in Column 5.

Examples: (1) Route serves Zone A & B and receives DPS flats for both zones. Carrier delivers a portion of Zone A, all of Zone B and completes delivery to Zone A. All DPS flats would be credited in Column 5. No additional credit.

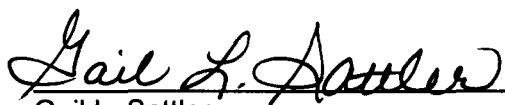
(2) Route serves Zone A and B. Carrier delivers a portion of Zone A, a portion of Zone B, another portion of Zone A, then completes delivery to Zone B, and finishes with Zone A.


Credit all DPS flats in Column 5, but provide additional credit as described above for the smaller volume zone as indicated on the EOR, on a daily basis.

No additional credit will be provided to those carriers using a privately-owned vehicle (POV) for delivery.

The above-captioned grievance is remanded to the parties at Step 3 for application of the terms of this settlement based upon the fact circumstances of the instant case.

Time limits were extended by mutual consent.


Gail L. Sattler
Labor Relations Specialist
Contract Administration (NRLCA)


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

Date: 9-10-13

Date: 9-10-2013



UNITED STATES POSTAL SERVICE
ROOM 9014
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL (202) 268-3816
FAX (202) 268-3074

OFFICE OF THE
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

Mr. Steven R. Smith
Director, Labor Relations
National Rural Letter
Carriers' Association
4th Floor
1630 Duke Street
Alexandria, VA 22314-3465

JUN 17 1991

Re: H7R-4M-C 29824
M. Bradshaw
Bay City, MI 48708

Dear Mr. Smith:

On 5/28/91, 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 violated the National Agreement by crediting Olan Mills mail articles (8" by 10" photographs) marked "do not crease" as flats rather than parcels.

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

Any non-rigid article that will not fit in the letter or flat separations (where flat separations are used) with other mail is considered a parcel. [This includes articles that have not been prepared in accordance with DMM 121.42C, even though the mailer has endorsed them "DO NOT FOLD OR BEND". These non-rigid articles should be carried and credited as parcels, provided that they will not fit in the letter or flat case (where flat cases are used) with other mail without damage to the article.]

Although the Olan Mills article is marked "DO NOT CREASE", this article cannot be placed in a letter separation without damage to the article.

The terms of this agreement are nonprecedential and nonciteable in any other grievance, arbitration hearing or for any other purpose.



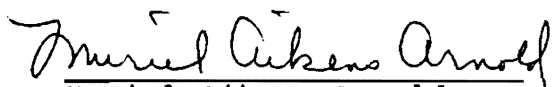
Smith

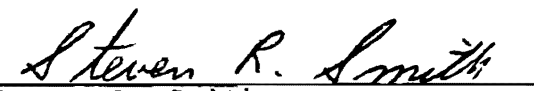
2

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

Time limits were extended by mutual consent.

Sincerely,


Muriel Aikens Arnold
Grievance and Arbitration
Division


Steven R. Smith
Director, Labor Relations
National Rural Letter
Carriers' Association

Date: JUN 17 1994



601.4.10

4.10 Cans and Drums

Mailers may mail items in cans and drums with positive closures (such as clips). Friction closures alone are not acceptable. Mailers must shield protruding devices, such as locking rings, with padding material to prevent injury to USPS employees and damage to equipment or other mail.

5.0 Handling, Content, and Extra Service Markings**5.1 Handling, Content, and Extra Service**

Certain markings may be used to identify handling, content, and extra service. Unauthorized markings not designating price, class, address, handling, content, or extra service are not permitted. Extraneous information, which can be confused with ZIP Codes, may not be placed next to or directly under the last line of the delivery address. Any obsolete marking on a container to be reused for mailing must be obliterated. The following markings must be placed in an area below the postage and above the addressee's name in the delivery address and to the right of the return address:

- a. Handling markings such as "Fragile" must be applied only to packages containing delicate items such as glass and electrical appliances.
- b. Content markings such as "Perishable" must be applied to any package containing items or substances that can degrade or decompose rapidly such as meat, produce, plants, or certain chemical and hazardous materials samples. Restricted and hazardous articles must be marked and labeled under applicable standards. A container improperly identified by content is not acceptable for mailing (e.g., a box marked "Art Supplies" that contains flammable liquid or a box marked "Bleach" that contains clothing).
- c. Extra service markings such as "Return Receipt Requested" must use the wording or label required by the applicable extra service standards.

5.2 Method

The mailer must mark the package using material that is not readily water soluble or easily smeared or rubbed off. The marking must be readable at a distance of 30 inches. Marking methods or surfaces must permit application and retention of adhesive stamps, postage meter impressions, and postal endorsements. Any address label or envelope must be firmly affixed to the mailing container, with no more than a 1/8-inch separation between the ends of the label or envelope and the container.

M-56



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

September 22, 1983

RECEIVED

SEP 23

NRLCA

Mr. Dallas N. Fields
Director, Labor Relations
National Rural Letter Carriers' Association
1750 Pennsylvania Avenue, N.W.
Suite 1204
Washington, D.C. 20006-3399

Re: R. Gozey
Issaquah, WA 98027
H1R-5D-C 8286

Dear Mr. Fields:

On August 30, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The grievance concerns whether local management improperly established a direct holdout on Route 3 during the 1982 mail count.

We mutually agreed to resolve this grievance in the following manner:

1. Consistent with Part 225.4, M-37 Handbook and Part 123, M-38 Handbook, postmasters may authorize the use of separations at the distribution case for "direct mail" for customers who receive sufficient quantities of mail to justify the procedure.
2. Consistent with Part 525, M-38 Handbook, postmasters must hold joint conferences of supervisors and rural carriers to discuss changes in mail handling procedures and instructions. 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.


Mr. Dallas N. Fields

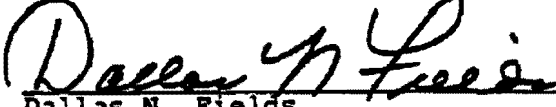
2

3. If, in this particular case, a direct for Route 3 was created at the distribution case on the first day of the 1982 mail count and it was not a subject of discussion at the local conference, the direct is considered improperly established.
4. If the direct was improperly established, the postmaster shall conduct a 12-day count of the mail that would go to Route 3 had the direct not been created. The carrier shall receive appropriate credit for this mail retroactive to the date the change affected the route compensation and until such an operational change is properly made.

Please sign and return the enclosed copy of this decision as acknowledgment of agreement to resolve this case.

Sincerely,


Robert L. Eugene
Labor Relations Department


Dallas N. Fields
Director
National Rural Letter Carriers'
Association



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:

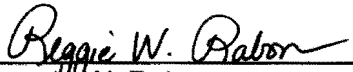
On April 25, 2011, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.


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-603, 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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION
MDCD (Mobile Data Collection Device)**


The parties agree that the following Mobile Data Collection Device (MDCD) time allowances and procedures will be implemented on all rural routes that receive a mail count in the 2003 National Mail Count and will continue to be applied in any subsequent mail counts. These allowances will not apply to those rural routes not counted in the 2003 National Mail Count until the next mail count of any type conducted on each of those rural routes.


All rural routes that have been assigned a MDCD will continue to receive one (1) minute per day for pick up and set up of the MDCD for use on the route and for the return of the MDCD to its designated location upon the carrier's return to the office.

Rural carriers will utilize the MDCD to scan all Delivery Confirmation mail piece barcodes. The routes will be credited with an eighteen (18) seconds per piece time allowance.

The one minute credit for MDCD retrieval and the eighteen (18) seconds per piece for delivery confirmation will be recorded in Column R, *Other Suitable Allowance*.

For each accountable mail piece, including Express Mail and Signature Confirmation, the time allowance will be twenty-eight (28) seconds. This twenty-eight (28) second allowance will be credited to the route for each piece received for delivery and will include any time associated with scanning of the Form 3849 and the data entry of recipient names. This time allowance will be incorporated into the time allowances credited for Columns F and G of Forms 4241 and 4241-X and will not be recorded in Column R.


Andrea B. Wilson
Manager, Contract Administration
Labor Relations
United States Postal Service


Gus Baffa
President
National Rural Letter Carriers'
Association

Date: 01/15/2003



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

Mr. Dallas N. Fields
Director, Labor Relations
National Rural Letter
Carriers' Association
Suite 100
1448 Duke Street
Alexandria, Virginia 22314-3401

Re: Felicetti
Kennett Square, PA 19348
HLR-2B-C 16713

Dear Mr. Fields:

On March 1, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The parties at this level agree that clerk craft employees shall prepare a Form 3849-A or 3849-B, as appropriate, for carrier delivery of certified mail with restricted delivery. The carrier gets full credit for the certified piece.

Accordingly, this grievance is sustained.

Time limits were extended by mutual consent.

Sincerely,

Leslie Bayliss
Labor Relations Department

E-66



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

DEC - 6 1984

Mr. Dallas N. Fields
Director, Labor Relations
National Rural Letter
Carriers' Association
Suite 100
1448 Duke Street
Alexandria, Virginia 22314-3401

Re: C. Keith
Moses Lake, WA 98837
H1R-5D-C 24517

Dear Mr. Fields:

On November 7, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether management is proper in requiring a rural letter carrier to deliver Express Mail to a customer who is on the carrier's line of travel.

During our discussion, it was mutually agreed that the following would represent a full settlement of this case:

In accordance with the M-37 Handbook, a rural carrier must deliver Express Mail to a customer whose residence or place of business is on the carrier's line of travel. Management, however, shall not circumvent paying the additional compensation by not allowing the carrier to deliver Express Mail during the mail count period, if, during the rest of the year, the carrier has been delivering Express Mail to this customer.

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

E-66

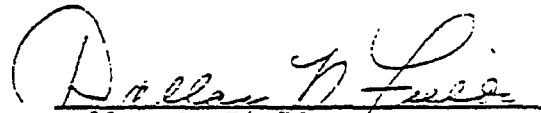
Mr. Dallas N. Fields

2

Time limits were extended by mutual consent.

Sincerely,


Leslie Bayliss
Labor Relations Department


Dallas N. Fields
Director, Labor Relations
National Rural Letter
Carriers' Association

LABOR RELATIONS



Mr. Gus Baffa
President
National Rural Letter Carriers'
Association
1630 Duke Street, 4th Floor
Alexandria, VA 22314-3465

Re: H95R-4H-C 01032651
Class Action
Calhoun, GA 30701-9998

Dear Mr. Baffa:

The parties recently met in pre-arbitration discussion regarding the above referenced case.

The issue in this grievance is whether rural carriers should receive markup credit for each piece of mail returned to the clerk or to the throwback case because the mail is addressed to a street address when the customer actually receives mail by caller service or from a post office box.

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

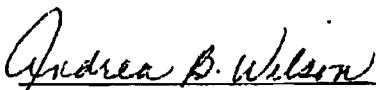
If a rural carrier receives mail addressed to a customer's street address who receives their mail by caller service or from a post office box, the carrier will separate the mail as a local post office box/caller service bundle. This is mail that the carrier does not deliver to the customer because the customer has no mail receptacle. During the mail count, the rural route will be credited with one bundle markup for all mail intended for local post office boxes and caller services. In situations such as this, the carrier will not be required to deliver any mail to the street address except Express Mail.

If a customer receives a portion of their mail by caller service or from a post office box and a portion of their mail to a street address, the carrier should case and deliver the mail that is intended for street delivery.

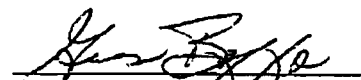
The parties agree that this settlement will be applied to all mail counts subsequent to the 2003 national rural mail count and will be considered the settlement in any other grievance concerning this issue.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the above captioned case and remove it from the pending national arbitration listing.

Sincerely,


Andrea B. Wilson, Manager
Contract Administration
(NRLCA/NPMHU)

Date: 3/19/2003


Gus Baffa, President
National Rural Letter Carriers'
Association

Date: 3-19-03



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."

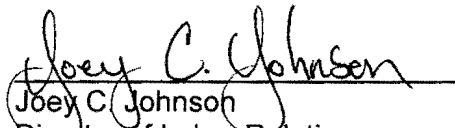
The parties agree that management shall not circumvent paying the additional compensation for deviation or for the inclusion of Express Mail items in the route evaluation by not allowing the carrier to deliver Express Mail during the mail count period, if, during the rest of the year, the carrier will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

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

M-69



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Entant Plaza, SW
Washington, DC 20260-4100

Mr. Steven R. Smith
Director of Labor Relations
National Rural Letter
Carriers' Association
Suite 100
1448 Duke Street
Alexandria, VA 22314-3403

OCT 27 1988

Re: Grimes
Bowling Green, KY
H7R-2J-C 389

Dear Mr. Smith:

On several occasions, the most recent being October 14, 1988, 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 violated the National Agreement when postage due mail was bundled and given to the carrier as one parcel during the mail count.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. However, the union did not agree.

During our discussion, we mutually agree that the following would represent a full settlement of this case:

In accordance with the Rural Delivery Carriers Duties and Responsibilities, Method Handbook, M-37, "At least 15 days before the start of the count, postmasters will hold joint conferences of supervisors and rural carriers to discuss these procedures and instructions." Review of this case revealed before the count, the postage due mail was not being bundled and this procedure was not discussed during the pre-count conference. It was not until September 10, 1987, that the procedure was changed. Therefore, the carrier shall be credited with the 58 pieces of postage due mail on his evaluation and shall receive compensation if it is warranted.

M-69

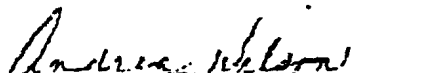
Mr. Steven R. Smith


2

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

Time limits were extended by mutual consent.

Sincerely,


Andrea Wilson
Grievance & Arbitration
Division


Steve R. Smith
Director of Labor Relations
National Rural Letter Carriers'
Association

P-59



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

March 11, 1982

Mr. Dallas Fields
Director, Labor Relations
National Rural Letter Carriers'
Association
Suite 1204
1750 Pennsylvania Avenue, N. W.
Washington, D. C. 20006

Re: Union
Hilton, NY 14468
B8R-2W-C 11821

Dear Mr. Fields:

On February 9, 1982, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

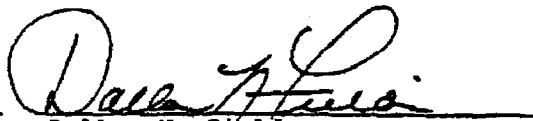
It is our mutual understanding that under the circumstances of this grievance, no rural carrier has been instructed to attempt door delivery of all postage-due mail. The P-1 Handbook does require the rural carrier to sign a postage-due log when receiving postage-due mail.

We mutually agreed to resolve this grievance on the above basis.

Please sign the attached copy of this decision as your acknowledgment of agreement to resolve this case.

Sincerely,


Robert L. Eugene
Labor Relations Department


Dallas N. Fields
Director, Labor Relations
National Rural Letter Carriers'
Association



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

Re: F95R-4F-C98086042
Class Action
West Sacramento, CA 95799-9998

Dear Mr. Anderson:

On several occasions, the most recent being November 15, 2002, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

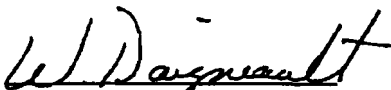
The issue in this grievance is whether the rural carriers were entitled to additional credit during the 1997 mail count for being required to return mail from full mailboxes. Specifically, after the initial occasion a mail box becomes full and mail is returned to the office, is credit appropriate if carriers are required to continue to deliver mail to the box, then return that mail when the mailbox is full again.


The parties agree that generally when a mail box initially becomes full, the mail is removed from the box and returned to the office where it is held with subsequent mail for that address. However, the parties agree that if the rural carrier was required to continue to deliver mail to the box and was subsequently required to remove the mail from the full box again, that route will be credited with one mark-up for each full box of mail returned during the mail count beyond the initial pull.

Accordingly, we agree to remand this case to the parties at Step 3 to determine if the carriers in the instant case are entitled to the additional credit. If the parties are unable to agree on the appropriate remedy, the Union may appeal the appropriate remedy issue to arbitration.

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

Sincerely,


William Daignault
Contract Administration
(NRLCA/NPMHU)
Labor Relations


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 12/13/02



Shipment Confirmation Acceptance Notice

A. Mailer Action

Note To Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: _____

Shipped From:

Name _____

Address _____

City _____

State _____ ZIP+4® _____

Type of Mail	Volume
Priority Mail Service®	
Express Mail Service®*	
International Mail*	
Other	

*Start time for products with service guarantees is when mail arrives at the local Post Office™ and items receive individual processing scans.

B. USPS Action

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN



9150 0268 3733 1000 0001 14



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

Re: J95R-4J-C 02108477
Class Action
Gaylord, MI 49735

Dear Randy:

On several occasions, the most recent being May 7, 2004, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue of this grievance is whether a violation of the National Agreement occurred when management curtailed parcels during a mail count, therefore preventing the carrier from making a second trip to load the delivery vehicle.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

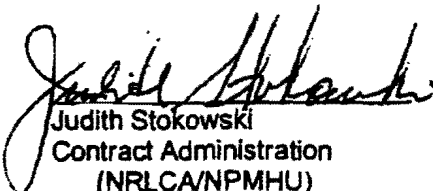
Nevertheless, we mutually agreed that the following will constitute full and complete settlement of this grievance:

The parties agree that the method of placing mail into or on a conveyance used to transport mail from the carrier's case to the delivery vehicle should be done in a manner that promotes operational efficiency. However, the decision to curtail parcels distributed to the carrier solely to prevent authorizing an additional trip to load the delivery vehicle during the mail count is inappropriate.


Based upon the circumstances of the instant case, the parties agree that no further action is necessary.

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

Sincerely,


Judith Stokowski
Contract Administration
(NRLCA/NPMHU)
Labor Relations

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
WWW.USPS.COM


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: May 7, 2004



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

Re: J95R-4J-C 02114117
Class Action
Adrian, MI 49221-9998

Dear Mr. Anderson:

On several occasions, the most recent being January 30, 2004, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The issue of this grievance concerns the use of stopwatches by rural carriers during a mail count.


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

Managers must conduct and record all time measurement required for loading vehicles and other suitable allowance functions. However, there is no contractual prohibition concerning a rural carrier substantiating the accuracy of these time measurements. It is agreed that rural carriers may use a stopwatch for this purpose; however, the use of a stopwatch or any timing device should not disrupt the count, create additional allowance credit or delay the carrier in their scheduled duties. This agreement would also apply to carriers who wish to observe the mail count on their relief days or on days they are in a leave status as provided for in the M-38, *Management of Rural Delivery Services*, Section 526.23.

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

Sincerely,


Judith Stokowski
Contract Administration
(NRLCA/NPMHU)
Labor Relations


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 1-30-04



March 23, 2004

DISTRICT MANAGERS

SUBJECT: Use of Edit Books on Rural Routes

In January 1997 a memorandum was sent to all district managers concerning the use of Edit Books on rural routes. This memorandum included revisions to Handbook PO-603 and a series of questions and answers addressing rural carrier concerns regarding use of the Edit Book and the CLASS labels.

Attached are revisions to those questions and answers. These have been revised following consultation between the Postal Service and the National Rural Letter Carriers' Association. Several questions have been deleted because they no longer apply to the Edit Book process and many answers remain unchanged. Questions concerning the use of "B", "N", and "V" codes have been placed first, as these seem to be causing the greatest concern among rural carriers.

If you have any questions concerning this matter, please contact Robert West at (202) 268-3551 or Cathy Perron at (202) 268-4130.

A handwritten signature in dark ink, appearing to read "Philip F. Knoll, Jr.", written over the printed name.

Philip F. Knoll, Jr.
Acting Manager
Delivery Support

Attachment

cc: Managers, Delivery Programs Support (Areas)

RURAL ROUTE EDIT BOOK

1. When is "B" (for P.O. Box), "N" (for non-delivery) and "V" (for vacant) used in the 1621 code block for rural routes?

Customers residing along a rural route line of travel who receive P.O. Box delivery in lieu of rural delivery are not included in the rural box count and their residence is not recorded on the edit sheet with a "B" code. Therefore, the "B" code is not utilized on rural routes. Addresses that are on the route line of travel but not delivered, such as local P.O. Box customers, shall be recorded as code "N". However, deliveries recorded with an "N" will appear on both the edit sheet and case labels. To suppress the address from the carrier case labels, the use of cell sizes with the following standards will cause the address not to print on the labels, but will be retained on the edit sheet.

- 80-vacant addresses
- 81-PO Box throwbacks
- 82-internal addresses (gated communities)
- 83-future deliveries

All of the 80+ entries to the cell size field will appear with a pound sign (#) in cell size on edit sheets.

Because the use of a "V" code signifies a vacant address and these addresses are not recorded in rural delivery until the vacancy is in excess of 90 days, the "V" code will not be used on rural routes. Once the vacancy is in excess of 90 days, the "N" code would be recorded and the 80 cell size noted, maintaining the address on the edit sheet, but not on the case label.

2. Will carriers be required to have non-delivery locations; i.e., a permanently vacant house, people who have post office boxes, etc., included in the Edit Books and listed on the case labels?

While it is desirable to have all addresses on a rural route line of travel included in the Edit Book, there is no requirement for these addresses to appear on the case labels. As stated in the answer to question 1 above, addresses that exist on the rural route line of travel but are not delivered by the carrier must be coded with an "N" in the 1621 column. Use of the appropriate 80 entry in the cell size field will keep this address from appearing on the case label. In those instances where the carrier is required to complete a review of the Edit Book and record all non-delivery locations, compensation will be provided in the form of auxiliary assistance or by utilizing Form 8127.

3. When the Edit Book is returned to the delivery unit, is it to be kept at the carrier's case so that changes can be entered daily?

Yes. The Edit Book is normally kept at the carrier's case for easy access. The Edit Book does not have to be specially secured within a post office however, they may only be removed from the office for official business use such as maintenance, route inspections, etc. The edit sheets within the Edit Book may not be duplicated except for purposes authorized by management.

4. Can rural carriers cut and write on CLASS case labels?

Rural carriers who utilize the customer name to assist them in casing the mail may write the customer name(s) on CLASS labels. To ensure easy access to the CLASS labels, rural routes are not required to utilize the plastic label guards which restrict access to the labels limiting their ability to write new addresses or customer names on the labels. However, if the new self-adhesive labels are utilized these must be placed on the outside of the plastic label guard. Cutting of labels is generally prohibited unless the carrier casing equipment being used will not accommodate CLASS labels (case ledges/separations do not conform to Address Management Service office product capability) or the case requires new labels immediately and cutting is the only solution to have the labels in proper order or sequence. Carriers concerned about cutting labels may do so where multiple addresses are being added and labels must be shifted to allow for the new deliveries to be placed in the appropriate location on the line of travel. Care should be taken to ensure blank spaces are left where new deliveries have a potential to be added in the near term and to minimize the need to cut labels.

5. Are rural carriers going to be required to complete the "Add Sheet" in the Edit Book?

No. The carrier will normally not be required to complete the Add Sheet. The Add Sheet is usually utilized when large groups of new deliveries are added to the route all at once. As an example, a manager may want to add an apartment project to a route but will flag the new deliveries with an "N" code until such time as the carrier reports the customers are moving in. There is also a Line of Travel (LOT) Worksheet that is intended to be used for route adjustments and carrier line of travel changes. This information is normally completed by the manager or a designated individual. Rural carriers will write new delivery information on the Maintenance Worksheet during those periods that the Edit Book is at the AMS unit, being input and having new labels generated. However, if carriers are required to complete the Add Sheet, appropriate compensation for this type of work must be provided at the time it occurs. This compensation could be in the form of auxiliary assistance or by utilizing Form 8127.

6. Are carriers required to make corrections on edit sheets for changes due to route adjustments?

No. Carriers will normally not make edit sheet changes associated with route adjustments. This is a management responsibility. If carriers are required to make route adjustment changes on the edit sheets, appropriate compensation for this type of work must be provided at the time it occurs. This compensation could be in the form of auxiliary assistance or by utilizing Form 8127.

7. Who is responsible for making changes (and maps) because of a new street on the route?

Management is responsible for making these changes. If carriers are required to make map changes, appropriate compensation for this type of work must be provided at the time it occurs. This compensation could be in the form of auxiliary assistance or by utilizing Form 8127.

8. Will names be printed on CLASS labels if they were included in the additional information block?

Only carriers that ordered customer names with their initial CLASS label order will have the names printed on their labels by address management. Names will not be added at a later date unless management determines that it is necessary to include a name(s) on the label for clarification purposes for a specific individual address or group of addresses. Names may be discontinued from the labels when the carrier initially ordering names leaves the route. Carriers not eligible for pre-printed names on the CLASS labels may hand write names on the labels or use some form of stick-on label applied to the CLASS labels to annotate the names.

9. By what means will a record of additions or deletions of deliveries be kept?

Carriers will record box additions and deletions on the edit sheets included in the Edit Book. When the Edit Book is submitted to Address Management Systems (AMS) for maintenance, carriers will record box additions, deletions and changes on the Maintenance Worksheet. This sheet may be contained in the Edit Book and must be taken out and kept at the carrier case when the Edit Book has been submitted for revision. When the new Edit Book is received, carriers will copy all changes from the Maintenance Worksheet onto the new edit sheets in the Edit Book. Copies of the Route Summary Pages may be kept to ensure that changes in the number of boxes on the route are properly recorded on the front of PS Form 4240, Rural Carrier Time Sheet, and submitted on PS Form 4003, Official Rural Route Description. The average weekly time associated with additional work required for all forms contained in the Edit Book will be built into the route evaluation to ensure appropriate compensation. While Edit Book work may not be performed during the mail count period, an average weekly time associated with the additional work required will be recorded as appropriate.

10. Does completing the edit sheets only apply to routes receiving automated mail?

No. The Edit Book process and edit sheets will be used on all rural routes.

11. Because red ink is supposed to be used on edit sheets, will pens be provided?

Annotations made to the edit sheets should be made in red ink. Red ink is suggested because it is more noticeable to the persons inputting the data. If necessary, other colors may be used. However, these colors should contrast with the black print on the white pages of the edit sheets. Red pens will be provided wherever Edit Books are in use. Carriers are not responsible for providing red pens.

12. Are there any plans to use the edit sheets to trigger an interim adjustment?

No. The address management database does not interface with the route information data base used for payroll purposes.

13. Is there an understanding that management must return the edit sheets, new labels, summary sheets, etc. in a timely manner and in the order submitted?

Yes. Management expects to be able to process most Edit Books in approximately 15 days. Each Edit Book contains a tracking sheet which will show when a book was submitted to AMS and when it was returned. Books will generally be processed in order of receipt unless a special change is required in a particular office/zone which would cause that office to be expedited.

14. If not returned in a timely manner, will the carrier be compensated for any extra work required by the delay in management's action?

While the Edit Book is away being processed, carriers will track changes on the Maintenance Sheet. If the books are processed in a timely manner, a minimal number of addresses should be on these add/delete sheets and the transfer of this data to the new edit sheet and the new case labels should be minimal. If processing has been delayed so long that the new labels and new edit sheets would require extensive reworking to make them usable, then compensation for the carriers' additional efforts should be provided. This compensation could be in the form of auxiliary assistance or by utilizing Form 8127.

15. What criteria would management normally use to determine to have the carrier do the edit sheets on an as needed basis?

Normally Edit Book submission for the purpose of incorporating edit sheet changes should be made at the time the change occurs. It is expected that when a new address(es) is recorded it should be submitted at least on a monthly basis. More frequent submissions might be necessary where delivery additions and deletions are extensive.

16. Will management be allowed to have carriers review the edit sheets each week?

Weekly review of edit sheets will not be required where the carrier properly maintains the Edit Book and appropriate worksheets.

17. How will carriers be compensated for reviewing the edit sheets?

An average weekly time required for the Edit Book and associated worksheet additions, deletions and reviews will be included in Column R time for the route during the mail count.

18. What is the summary or history sheet?

The route History sheet is actually the Route Summary Sheet, which is usually included as the last page of the edit sheet for a route. The Route Summary Sheet includes the most current route data as reflected by the edit sheet, at the time it is returned to that office.

LABOR RELATIONS



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

Re: F91R-4F-C 96024591
G. MILLER
SALINAS, CA 93907-9998

Dear Mr. Root:

On several occasions, the most recent being December 29, 1996, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the grievant is entitled to a credit for time obtaining and returning an LA key during mail count when she has no other accountables.

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

Management should have given the grievant credit for time used during mail count to obtain and return an LA key when she had no other accountables. In the instant case, the additional time would not have affected the mail count evaluation, therefore, no adjustment will be made.

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

Sincerely,

A handwritten signature in dark ink, appearing to read "W. Daignault".

William Daignault
Contract Administration
(NALC/NRLCA)
Labor Relations

A handwritten signature in dark ink, appearing to read "Leo J. Root".

Leo J. Root
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 1/29/97



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

Mr. Steven R. Smith
Director of Labor Relations
National Rural Letter
Carriers' Association
Suite 100
1448 Duke Street
Alexandria, VA 22314-3403

MAR 23 1989

Re: Local
Sequim, WA 98382
H4R-5R-C 47608

Dear Mr. Smith:

On several occasions, the most recent being March 8, 1989, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether or not management at the Tacoma MSC properly disallowed time given in the 1987 mail count for answering customer phone calls and window time.


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


The carriers will be given credit for time originally given for answering customer phone calls and window time with customers.

The terms of this agreement are nonprecedential, noncitable, and apply only to this grievance.

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

Sincerely,


Muriel Aikens Arnold
Grievance & Arbitration
Division


Steven R. Smith
Director of Labor Relations
National Rural Letter Carriers'
Association

(Date) MAR 23 1989



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

Re: E00R-4E-C 04086896
Class Action
Bernidjl, MN 56601-9998

Dear Mr. Anderson:

On several occasions, the most recent being September 23, 2005, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether additional time may be credited to a rural route during a mail count in accordance with Section 535.12.r(1) of the PO-603 for scanner retrieval and return.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

The parties agree that the MOU regarding the MDCD scanner, dated January 15, 2003 supersedes all previous MOUs regarding MDCD scanner use. The parties further agree that the one minute per day to pick up, set up and return the MDCD scanner is an elemental standard which is part of the evaluated system, which may not in every instance be adequate for an individual carrier, but when examined collectively, represents a fair standard. It is expected that it may take some carriers more than one minute to perform this function while it may take others less than one minute, yet all receive the standard time.


The parties further recognize that 535.12.r(1) of the PO-603 allows claims for a reasonable time allowance under unusual circumstances for services rendered on a daily or weekly basis that are not accounted for under the normal work functions. Therefore, additional time may be allowed for the pick up, set up and return of the MDCD scanner when it is determined that unusual conditions exist.

Accordingly, we agree to remand this case to the parties at Step 3 to determine if unusual conditions exist on the routes in question. If no agreement is reached the union may appeal this grievance to area arbitration.

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

Sincerely,


Sandra J. Savoie
Labor Relations Specialist
Contract Administration (NRLCA)


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 9-30-05



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

Re: Q00R-4Q-C 04101548
Class Action
Washington, DC 20260-4100

Dear Randy:

On several occasions, the most recent being June 21, 2004, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a memorandum distributed by an area office concerning the proper recording of Safety/Service Talks during the rural carrier mail count violates the National Agreement.

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

The parties agree that the January 21, 2004 memorandum from the Area official does not violate the National Agreement. Nevertheless, the parties at this level have made minor modifications to ensure the memo is not improperly interpreted. The memo with the modifications is printed below:

It is important that all rural carriers receive an appropriate level of emphasis on both safety and service from local managers. Delivery unit managers and supervisors must conduct one "all inclusive" talk each week that includes safety and any other required talks such as, but not limited to service and security concerns. The actual time for this combined weekly required talk must be recorded in minutes and seconds for the purposes of the national rural mail count and recorded in Column R, Other Suitable Allowances. Further, these talks should be given on a "rotating days" basis (such as Saturday one week, Monday the following week) to assure that as many carriers as possible receive this information.

The evaluated compensation method calls for crediting rural carriers with average workload based on the most recent count. To that end, all activities that recur on a daily or weekly basis must be included in the route evaluation. Like mail volume, these combined talks will vary from week to week as compared to the count period, but no additional payment will be appropriate on PS Form 8127 unless there is a non-recurring event, such as a required 30-minute safety video. However,

management must ensure that the average weekly time for the all inclusive talk during the rest of the year does not differ greatly from the average weekly time required during the mail count period.

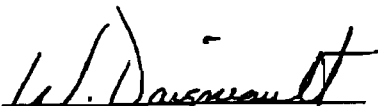
Example: During the mail count, combined service and safety talks account for an average of 8 minutes, but during a non-count week a total of 12 minutes was used to conduct that week's combined talk; in this instance, no additional compensation is due. However, if in addition to the talk that took 12 minutes, a 30-minute safety video was also shown, a 30-minute payment would be appropriate on PS Form 8127. Similarly, when less time is used as compared to the count period, no changes in compensation would be appropriate.


Districts must disallow PS FORM 8127's that claim credit for insignificant deviations from the time used during the count. However, additional compensation on PS Form 8127 would be appropriate for a non-recurring event. Please ensure that all rural delivery offices are advised of this policy and are in compliance.

The parties agree that the above area policy of combining daily and/or weekly service talks with safety talks in the mail count is permitted, but not required.

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

Sincerely,


William Daigneault
Labor Relations Specialist
Contract Administration
(NRLCA/NPMHU)


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 7/28/04

LABOR RELATIONS



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

Re: J00R-4J-C 03140433
Class Action
O'Fallon, MO 63366-9998

Dear Randy:

On several occasions, the most recent being March 9, 2005, we discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the time to be recorded in Column R, *Other Suitable Allowance*, on Form 4239, *Count of Mail (Rural Route)*, for a safety talk during a mail count. Specifically, when does management begin and end the timing of the safety talk.

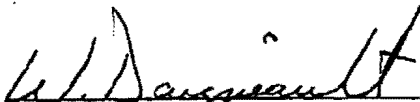
During our discussion, we mutually agreed that the following will constitute full and complete settlement of this grievance:


The time to be recorded for a safety talk during a mail count begins when the manager makes the announcement for the carriers to report for and/or pay attention to a safety talk. The recording of time ends when the manager informs the carriers that the talk has ended.

The provisions of this settlement are effective immediately and do not grant payment of back pay claims for such employees previously affected.

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

Sincerely,


William Daigneault, Manager
Contract Administration
(NRLCA)


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 3-23-05

S-5



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

RECEIVED

JUN 16 '88

NRLCA

Mr. Steven R. Smith
Director, Labor Relations
National Rural Letter Carriers'
Association
Suite 100
1448 Duke Street
Alexandria, VA 22314-3405

JUN 15 1988

Re: Local
Vancouver, WA 98660
R4R-5G-C 38788

Dear Mr. Smith:

On April 21, 1988, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether routes should receive allowance for two safety talks per week.

The facts in this case indicate management is conducting two safety talks per week. One safety talk is being conducted when the regular carrier is on duty, the other is conducted when the RCR is on duty.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. However, the union did not agree.

During our discussion, we mutually agreed that the following would represent full settlement of this case:

Relief employees are compensated based on the evaluation of the route. If local management continues to give two safety talks per week, another five minutes must be included in the route evaluation.

S-5

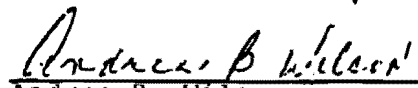
Mr. Steven R. Smith

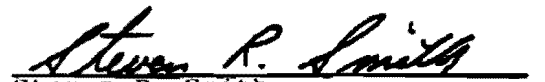
2

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.

Sincerely,


Andrea B. Wilson
Grievance & Arbitration
Division


Steven R. Smith
Director, Labor Relations
National Rural Letter Carriers'
Association



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

Re: 00R-4E-C 02161832
Class Action
Pequot, MN 56472

Dear Randy:

On several occasions, the most recent being May 7, 2004, 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 violated the National Agreement when management did not include the time in Column R during the 2002 mail count that rural carriers used to place/deposit hold mail at the designated hold case.

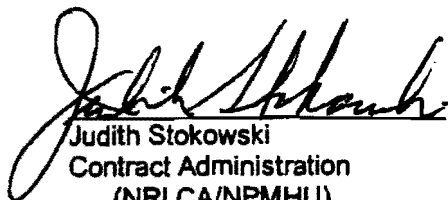
During our discussion, we mutually agreed that the following will constitute full and complete settlement of this grievance:

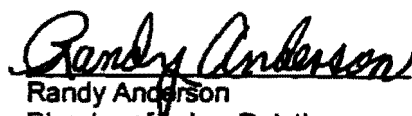
The parties agree that when there is a centralized location for hold mail other than at the carriers' case, the carrier may receive credit for one trip to that designated location, including the placing/depositing of mail or bundles of mail on or into the provided equipment, and the actual time should be recorded in Column R, *Other Suitable Allowances*. However, no time will be recorded for the separating/casing of individual mail pieces on or into the provided equipment at the designated location. This function should be performed at the carrier's case.

Based upon the circumstances of the instant case, the parties agree that no further action is necessary.

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

Sincerely,


Judith Stokowski
Contract Administration
(NRLCA/NPMHU)
Labor Relations


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: May 7, 2004

LABOR RELATIONS



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

Re: E00R-4E-C 02250463
Class Action
Gig Harbor, WA 98335-9998

Dear Randy:

On several occasions, the most recent being March 10, 2005, 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 violated the National Agreement by disallowing time in Column "R", *Other Suitable Allowance*, on PS Form 4241, for time recorded during the 2002 mail count for carriers to place mail in the designated throwback case.

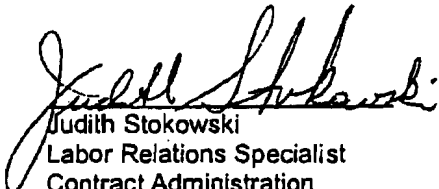
After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

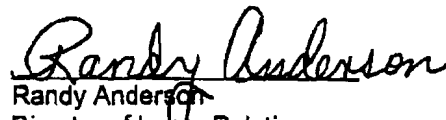
The parties have previously agreed (Step 4 settlement dated 6-5-01, F95R-4E-C 00077733) that all rural carriers will receive actual time on a daily basis for one trip to and from the throwback case, including the time to deposit the mail. The time recorded in Column R does not include time to separate mail at the throwback case or for additional trips, unless these trips are required by management.

The grievance file in the instant case indicates that the routes in question are entitled to credit that was disallowed. Accordingly, the disallowed time will be restored to the evaluation of each route in question effective May 4, 2002. Any compensation that may result will be promptly paid.

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

Sincerely,


Judith Stokowski
Labor Relations Specialist
Contract Administration
(NRLCA/NPMHU)


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 3/10/05



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

Re: E06R-4E-C09352259
Douglas Grande
Omaha, NE 68134-9998

Dear Mr. Johnson:

On September 4, 2013, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns whether appropriate credit was provided during the 2009 mail count for climbing multiple flights of stairs.

The William Henry position letter dated June 21, 1982, states additional compensation may be appropriate when traversing an inordinate amount of steps. The parties agree that this letter does not provide specific guidelines to define an inordinate number of steps. Rather, it is dependent on specific route conditions, time needed to perform the function, and particular fact circumstances of each individual situation.

Accordingly, we agree to remand this case to the parties at Step 2 for further review. If the parties are unable to resolve the matter at Step 2, the parties may appeal the grievance to Step 3 and if necessary, area arbitration.

Time limits were extended by mutual consent.

A handwritten signature in cursive script, reading "Gail L. Sattler", written over a horizontal line.

Gail L. Sattler
Labor Relations Specialist
Contract Administration (NRLCA)

Date: 9-10-13

A handwritten signature in cursive script, reading "Joey C. Johnson", written over a horizontal line.

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

Date: 9-10-2013

LABOR RELATIONS



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

Re: E95R-4E-C 01259718
D. Rayfield
Ellington, MO 63638-9998

Dear Mr. Anderson:

On several occasions, the most recent being September 27, 2002, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

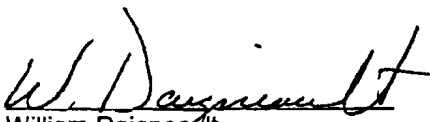
The issue in this grievance is whether management improperly redlined the time credit in Column R during the 2000 mail count that was associated with loading the satchel for dismount delivery.


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

A rural carrier that uses a satchel for dismount deliveries will be provided time in Column R to load that satchel on the route if there is a requirement to load the satchel more than once in any given work day. Loading the satchel for the first dismount, or if the satchel is used only once, should be done at the time of pulldown and strap out and there would be no additional time credit provided. In the instant case, the additional time credit would not have affected the mail count evaluation; therefore, no adjustment will be made to the route.

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

Sincerely,


William Daigneau
Contract Administration
(NRLCA/NPMHU)
Labor Relations


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 10/30/02



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

Re: J06R-4J-C12071816
Johnson
Rockford, MI 49341

Dear Mr. Johnson:

On several occasions, the most recent being April 3, 2013, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

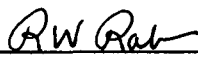
The issue in this grievance is whether additional credit is provided for separating parcels collected on the route by 3-digit ZIP Codes.

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. If rural carriers are required to separate parcels collected on the route, additional credit in Column 17, *Other Suitable Allowance*, is appropriate.


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.

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: 4/18/13

Date: 4-18-2013



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

Re: J06R-4J-C12038118
Bowen
Bement, IL 61813-9998

Dear Joey:

On several occasions, the most recent being December 2, 2013, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether additional mail count credit should be provided for situations when a rural carrier is issued a key to access an intermediate post office.

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. The parties agree the standard time allowance for reloading and unloading includes the time to enter the building. However, the William Henry position letter dated June 21, 1982, states additional compensation may be appropriate in situations involving certain atypical work functions, such as when a keyholder is used.

The parties further agree that when rural carriers are required to unlock doors at intermediate post offices, additional credit in Column 17 may be appropriate. Whether additional time is warranted in the instant grievance is a local matter based upon the particular fact circumstances.

Accordingly, we agree to remand the case to the parties at Step 2 to determine if additional time is appropriate and for 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.

Time limits were extended by mutual consent.

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

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

Date: 12/03/13

Date: 12/03/2013



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

Re: E95R-4E-C 00056816
Class Action
Yakima, WA 98903-9998

Dear Mr. Anderson:

On several occasions, the most recent being July 23, 2002, 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 violated the National Agreement by disallowing entries under Column R, Other Suitable Allowance, of the Form 4241 for removal of anti-fatigue mats and platforms from the floor in order for custodial maintenance of the work area.

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

Pursuant to Section 535.12.r. of the *Rural Carrier Duties & Responsibilities*, Handbook PO-603, a reasonable time allowance may be claimed for services rendered on a daily or weekly basis, that are not accounted for under normal work functions. The parties agree that there is no requirement for the Postal Service to provide anti-fatigue (stress) mats for use by the rural carriers. However, if this equipment is provided by the Postal Service and the carriers are required, on a regular basis, to remove these mats from the floor to allow for custodial maintenance, then an appropriate time credit for performing this function will be provided.

Accordingly, we agree to remand this case to the parties at Step 2 to determine whether such a requirement exists and if so, the appropriate time credit to be added to the evaluation of each route.

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

Sincerely,

A handwritten signature in cursive script, reading "Cathy M. Perron".

Cathy M. Perron
Contract Administration
(NRLCA/NPMHU)
Labor Relations

A handwritten signature in cursive script, reading "Randy Anderson".

Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 8-21-02



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

Re: J00R-4J-C 04149356
Scroggins
DeKalb, IL 60115-9998

Dear Mr. Anderson:

On several occasions, the most recent being July 15, 2005, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the rural carrier should have been granted time in Column R, during the 2004 mail count, for time required to wait at train crossings.

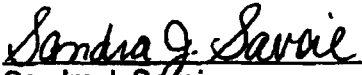
After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Nevertheless, the parties reaffirm that:


A reasonable time allowance may be claimed for unusual conditions, or for other services rendered on a daily or weekly basis, that are not accounted for under the normal work functions. Such authorized time allowances are to be recorded in Column R on PS Form 4239, Rural Route Count of Mail.

Accordingly, we agree to remand this case to the parties at Step 3, for application of the above principle to the individual fact circumstances. If no agreement is reached the union may appeal this grievance to area arbitration.

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

Sincerely,


Sandra J. Savoie
Labor Relations Specialist
Contract Administration
(NRLCA)


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: July 27, 2005

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

Re: E00R-4E-C 02168812
Class Action
Yakima, WA 98903-9998

Dear Randy:

On several occasions, the most recent being August 27, 2004, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the loading function during the 2002 national rural mail count was properly credited for rural routes in the Yakima, Washington, office.

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

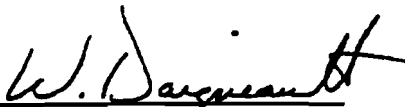
Section 535.12 Q of Handbook PO-603, *Rural Carrier Duties & Responsibilities*, states in part, "Enter the time spent transferring mail from the carrier's work area to the vehicle. This time should include taking mail from the work area to the vehicle, placing mail in the vehicle, and returning the equipment to a designated location."


If the designated location is the parking lot, loading time ends when the vehicle is loaded and the equipment is at the location in the parking lot designated by management. If the rural carrier chooses to utilize the available equipment in the parking lot when returning to the office to assist in unloading the vehicle, no additional credit is warranted. However, if management requires the carrier to use and/or relocate the equipment when returning to the office, the time associated with transporting the equipment from the parking lot to another designated location in the building should be credited during the mail count.

Accordingly, we agree to remand this case to the parties at Step 2 to determine whether the routes in question are entitled to additional credit. If the grievance is not resolved at Step 2, the Union may appeal the grievance to Step 3 and arbitration, if necessary.

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

Sincerely,


William Daigneault
Contract Administration
(NRLCA/NPMHU)
Labor Relations


Randy Anderson
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 10/21/04



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

January 19, 1982

D-54

RECEIVED

JAN 20 '82

NRLCA

Mr. Dallas N. Fields
Director, Labor Relations
National Rural Letter Carriers' Association
1750 Pennsylvania Avenue, NW
Suite 1204
Washington, DC 20006

Re: T. Warren
Madison, WI 53707
HLR-4J-C-443

Dear Mr. Fields:

On December 17, 1981, we met on the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented as well as the applicable contractual provisions have been reviewed and given careful consideration.

The question in this grievance is whether or not management violated the National Agreement by requiring rural carriers to cross lawns during dismounts, particularly, in apartment complexes.

It is the policy of the Postal Service that where mail is to be delivered by foot between delivery points, such delivery shall be accomplished as efficiently as possible. This means crossing lawns, as determined by management, where safe to do so and the customer does not object.

Accordingly, as we find no violation of the National Agreement, this grievance is denied.

Sincerely,

Robert L. Eugene
Labor Relations Department

D-57



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20020

RECEIVED

MAR 5 '83

NRLCA

March 4, 1983

Mr. Dallas N. Fields
Director, Labor Relations
National Rural Letter Carriers' Association
1750 Pennsylvania Avenue, N.W.
Suite 1204
Washington, D.C. 20006

Re: Class Action
Lexington, KY 40511
HLR-4T-C 7060

Dear Mr. Fields:

On January 6, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented as well as the applicable contractual provisions have been reviewed and given careful consideration.

The question in this grievance is whether or not management violated the 1981 National Agreement when it required rural carriers to walk completely around their vehicles after returning from a dismount delivery without immediate compensation. This occurred after the latest route evaluation. Local management's position is that the time and actual footage for this activity is to be recorded; however, additional compensation cannot be paid until an increase of two full hours of evaluation is reached in accordance with Article 30, Section 1.E.11.(a).

We mutually agreed that the dismount allowance was intended to reduce the actual time entries made on the Form 4241 and was designed to be applicable in the majority of dismount situations. In this case, walking completely around the vehicle was not a part of the dismount allowance as determined by the latest route evaluation. Therefore, if the rural carrier will be required to perform this recurring work function, the carrier should be compensated in accordance with Article 30, Section 1.E.11(a). The work function should be computed as part of the

D-57

Mr. Dallas N. Fields


2


total round trip distance when the route is counted. Management will determine the time requirements for the added duty from the time it was first required until the route was counted. Any appropriate adjustment of the evaluated compensation shall be authorized.

Please sign and return the enclosed copy of this decision as acknowledgment of agreement to resolve this case.

The time limits were extended by mutual consent.

Sincerely,


Robert L. Eugene
Labor Relations Department


Dallas N. Fields
Director, Labor Relations
National Rural Letter Carriers
Association



UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

M-61.70

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

FEB 03 1993

Re: HOR-2J-C 4997
CLASS ACTION
BARDSTOWN KY 40004

Dear Mr. Root:

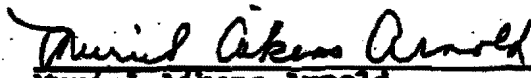
On January 22, 1993, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement when counting each sack of collection mail as one piece during the mail count on rural routes 1 and 3.

The union contends that in accordance with Handbook PO-603, Part 535.12(n) each sack should be given a parcel credit.

It is the position of the Postal Service that the collected mail was properly counted in accordance with the PO-603, Part 535.12(m). Part 535.12(n) bears no relation to this issue as the bundles inside the sacks consisted of letter size mail, not parcels. In the absence of any contractual violation, this grievance is denied.

Sincerely,


Muriel Aikens Arnold
Contract Administration (NALC/NRLCA)
Labor Relations

Date FEB 03 1993



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

Re: I95R-4I-C99031041
G. Hoffman
Saint Peters, MO 63376-9998

Dear Mr. Baffa:

On several occasions, the most recent being February 6, 2001, 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 violated the National Agreement, specifically the rural mail count instructions, when a single piece credit was provided for each tub of mail collected from a customer.

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

Part 535.12.m. of the *Rural Carrier Duties & Responsibilities*, Handbook PO-603, defines how to properly credit letters and flats collected during a rural mail count. This section states in part, "If mail is received in bundles, count each bundle as one piece. Do not count each piece in the bundle." The parties agree that when a tub of mail is collected it is considered the same as a bundle of mail and therefore, the individual pieces of mail contained in the tub are not counted separately. Part 421.2 requires that carriers deposit mail collected on the route in the location designated by the postmaster or supervisor. Should a carrier be required to separate the mail contained in the tub collected, the carrier will be provided actual time for separation and placement of this mail in several designated locations. This time shall be recorded in Column R, Other Suitable Allowance, on the From 4241.

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

Sincerely,

Cathy M. Perron
Contract Administration
(NRLCA/NPMHU)
Labor Relations

Gus Baffa
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 6-3-01



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

Re: E06R-4E-C11335645
Kurcz
Mesa, AZ 85215-9998

Dear Mr. Johnson:

On several occasions, the most recent being April 3, 2013, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

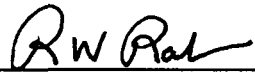
The issue in this grievance concerns city carriers being assigned to collect parcels from a customer on a rural route.

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. The parties agree that collecting parcels from customers on a rural route are generally craft specific duties. Unless operational issues exist, such as, deviation from the route's line of travel, time sensitive pickups, vehicle capacity, or inability to meet the dispatch of value; the route will receive applicable credit for collection of these items during a mail count.

Accordingly, we agree to remand the case to the parties at Step 2 for further processing and arbitration, if necessary.

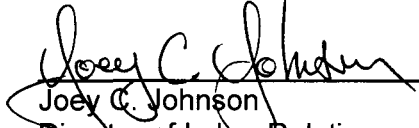
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.



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

Date: 4/9/13



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

Date: 4-9-13



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

Re: B00R-4B-C 08348950
Class Action
Middleboro, MA 02346-9998

Dear Mr. Johnson:

On several occasions, the most recent being May 27, 2009, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the carrier assigned to the route is entitled to perform the duties associated with a carrier pickup request from a customer on the assigned route.

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

In a letter dated February 21, 2008, the parties confirmed their mutual understanding of the duties associated with the carrier pickup program and the entitlement to perform these duties. This letter states in part:

"The parties agree that the carrier assigned to the route is entitled to perform carrier pickup duties and the route will receive applicable credit during a mail count provided: the carrier's vehicle can accommodate the carrier pickup items to be collected without deviation from the route's line of travel, including second trip, and the carrier is able to meet the dispatch of value.

The parties recognize that there may be situations where it is more reasonable to utilize a leave replacement to complete the carrier pickup request rather than the carrier assigned to the route where the delivery address for the request is located."

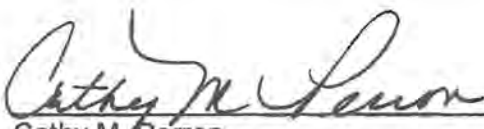
The letter also states:

"In those instances indicated above, management will determine whether the carrier assigned to the route or a leave replacement will complete the duties associated with the carrier pickup request. Further, in unusual circumstances where carrier pickup volume is extremely large or either the rural carrier assigned to the route or any available leave replacement will be unable to meet the dispatch of value, management may seek alternate means to complete the pickup."

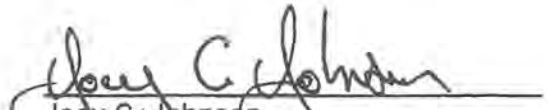
Based upon the circumstances of the instant case, the parties agree that no further action is required.

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: July 1, 2009

Date: July 1, 2009

S-59



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20280-4100

Mr. Steven R. Smith
Director of Labor Relations
National Rural Letter
Carriers' Association
Suite 100
1448 Duke Street
Alexandria, VA 22314-3403

MAR 01 1989

Re: Class Action
Oskaloosa, IA 52577
H4R-4K-C 33298

Dear Mr. Smith:

On several occasions, the most recent being February 3, 1989, 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 should require rural carriers to purchase their stamp stock and rate parcel on the customer side of the counter along with customers.


During our discussion, we mutually agreed that the following would represent a full settlement of this case:


Rural carriers are not required to go into the lobby to replenish their stamp stock or weigh, rate and affix postage. Various allowances for stamps and posting of articles incorporate the assumption that rural carriers have access to scales and stamp stock replenishment without going into the lobby.

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.

Sincerely,


Andrea Wilson
Grievance & Arbitration
Division


Steven R. Smith
Director of Labor Relations
National Rural Letter Carriers'
Association

(Date) 1 March 1989

LABOR RELATIONS



Mr. Gus Baffa
President
National Rural Letter Carriers'
Association
1630 Duke Street, 4th Floor
Alexandria, VA 22314-3465

Re: Q00R-4Q C 03056531
Class Action
Washington, DC 20260-4100

Dear Mr. Baffa:

The parties recently met in pre-arbitration discussion regarding the above referenced case.

The issue in this grievance involves a revision to Section 535.12.p. of Handbook PO-603, *Rural Carrier Duties and Responsibilities*.

The revision identified those mail pieces that should be recorded in Column P, *Registers and Certified Accepted*, during the mail count.

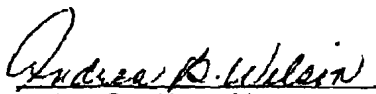
The parties agree that a rural route will be provided two minutes credit under Column P for each registered or certified article accepted by the rural carrier on that route during the mail count, provided the rural carrier completes any one of the following items associated with accepting the registered or certified mail piece:

1. The rural carrier weighs, rates and affixes postage to the article which may involve assistance from a clerk. If the carrier accepts payment for the service from the customer and presents the article to a clerk, who weighs, rates and affixes postage; the carrier is still entitled to credit under Column P.
2. The rural carrier postmarks the receipt, which may involve assistance from a clerk.
3. The rural carrier endorses and issues a receipt via Form 3800 or 3896, which may involve assistance from a clerk.

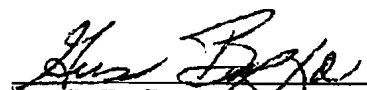
The parties agree that if the rural carrier does not complete item 1, 2 or 3 above, a rural route will be provided credit under Column N or O, as appropriate, for registered and certified articles collected by the rural carrier on that route during the mail count.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle the above captioned case and remove it from the pending national arbitration listing.

Sincerely,


Andrea B. Wilson, Manager
Contract Administration
(NRLCA/NPMHU)

Date: 3/20/2003


Gus Baffa, President
National Rural Letter Carriers'
Association

Date: 3-20-03



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

Re: C06R-4C-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.

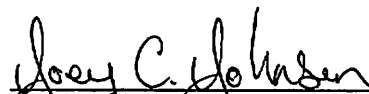
Based upon the facts in this instant case, parties at Step 3 will determine whether any other action is needed in order to comply with this agreement.

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

LABOR RELATIONS



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

Re: I95R-4I-C 99113048
Class Action
Sioux Falls, SD 57117-7500

Dear Mr. Baffa:

On several occasions, the most recent being September 15, 2000, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the appropriate time allowance for the duties associated with a locked pouch stop (involving less than 50 pounds) when the rural carrier accepts a registered pouch at the same stop.

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

Pursuant to Article 9.2.K of the National Agreement and Exhibit 531.3 of the *Rural Carrier Duties & Responsibilities*, Handbook PO-603, rural carriers are provided 30 minutes per week time allowance for locked pouch stops. The parties agree that the rural carrier is entitled to an additional 12 minutes per week if the rural carrier accepts a registered pouch each day at the same stop in accordance with Section 535.12.o. of Handbook PO-603.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "William Daigheault".

William Daigheault
Contract Administration
(NRLCA/NPMHU)
Labor Relations

A handwritten signature in cursive script, appearing to read "Gus Baffa".

Gus Baffa
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 9-15-00

Enclosure

520 ANNUAL AND SPECIAL COUNTS

521 INTRODUCTION

These instructions provide standardized and uniform procedures in conducting the count of mail on rural routes. A careful reading and complete understanding of this material by postmasters and supervisors will ensure the accuracy of the count data, the prompt evaluation, and correct classification of rural routes. Postmasters and supervisors must assure that mail counts are conducted properly and that data reported is accurate.

522 SPECIAL INSTRUCTIONS—ANNUAL COUNT OR SPECIAL COUNT

At the time of the annual count, or special count, the postmaster must arrange a meeting with each eligible rural carrier to discuss requirements for election of a higher classification for which the rural carrier may qualify. The commitment to use sufficient annual leave to qualify for a higher classification must be made on Form 4241 by the carrier to assure management that the actual work hours will not exceed 2,080 hours during the guarantee period. The leave commitment portion of Form 4241 must be signed by the carrier at the time of the annual or special count.

523 PURPOSE AND DEFINITION OF COUNT

523.1 The count of mail is the physical counting and recording at specific times of the number of pieces of mail delivered, collected, or handled on rural routes. The count of mail is used to assemble data which provide the basis for the evaluation of the individual route. These route statistics will indicate:

- a. Volume of mail handled.
- b. Amount of office and route time used by the carrier.
- c. Adequacy of service to rural customers.
- d. Efficiency and performance of the carrier.

523.2 The evaluation of a rural route is determined by the mail volume, daily miles traveled,

the number of boxes served, and fixed or variable time allowances. (See Exhibit 523.2.)

523.3 These instructions will be followed throughout the year for the annual and all special mail counts.

524 ANNUAL COUNT—COVERAGE AND COUNT PERIOD

524.1 The annual count of mail will be conducted on all rural routes during the last two full weeks of September. (Exact dates are published yearly in the *Postal Bulletin*.) Boxholder mail only will be counted for four consecutive weeks, beginning one week prior to the start of the annual mail count (*Note: During special counts, not coinciding with the annual count, boxholder mail will be recorded only for the two week count period.*)

524.2 The annual count of mail will be conducted on all rural routes.

524.3 Extensions approved during the count period may be made effective on the first day of a pay period beginning during the count. (*Note: The mileage and boxes, etc., for these extensions must be included on Form 4241. See Part 454 for extensions that will be effective between the last day of the count and one pay period after the effective date of the new evaluation.*)

524.4 At those offices where central markup was instituted and no mutually agreed rural mail count period was possible, the special count may coincide with the annual count.

525 RESPONSIBILITY

525.1 Local Conferences

.11 At least 15 days before the start of the count (the annual count begins with the boxholder count), postmasters will hold joint conferences of supervisors and rural carriers to discuss these procedures and instructions.

.12 Postmasters must advise the Management Sectional Center as soon as possible, but no later than ten days before the start of the count, of any major points of disagreement concerning these instructions so they can be resolved before the count period.



8. Collect on delivery (COD).
9. Adult Signature.

3.1.3 Treatment

Mail with an occupant or an exceptional address format is delivered as addressed and is not forwarded. Such mail is treated as undeliverable only when the address is incorrect or incomplete or when the mail cannot be delivered for another reason related solely to the address (e.g., a vacant building), as shown in [Exhibit 507.1.4.1](#). Periodicals publishers are notified when a mailpiece with an occupant or exceptional address format is undeliverable for solely address-related reasons. Mail with a simplified address format is distributed to all deliveries on a route or to Post Office boxholders. Undeliverable mail with any alternative addressing format is disposed of as waste under [507.1.9.1](#), except for First-Class Mail, First-Class Package Service — Commercial parcels, and Priority Mail under [507.1.5.1b](#).

3.2 Simplified Address

3.2.1 Conditions for General Use

The following conditions must be met when using a simplified address on commercial mailpieces:

- a. The simplified address format (“Postal Customer” or one of the optional formats in [3.2.1a1](#) through [3.2.1a3](#)) must be used on mail when complete distribution is made to each family (household residence) or boxholder on a rural or highway contract route, and to Post Office boxes in offices without city carrier service. The following also apply:
 1. Mailers may use a more specific address, such as “Rural Route Boxholder,” for mail intended to all boxholders on a rural route, followed by the name of the Post Office and state.
 2. Mailers may use “Residential Customer” to indicate that delivery is desired to residential addresses only.
 3. Use of the word “Local,” instead of the Post Office and state name, is optional; however the Postal Service recommends using the Post Office, state and ZIP Code for mail not dropshipped directly to a destination delivery unit.
 4. See [3.2.2](#) for governmental mail and [703.6.0](#) for Congressional mail.
- b. USPS Marketing Mail, Periodicals, and Bound Printed Matter flat-size mailpieces (including USPS Marketing Mail pieces allowed as flats under [3.2.1c](#)), USPS Marketing Mail Product Samples mailed at saturation (Every Door) prices, and Periodicals irregular parcels for distribution to a city route or to Post Office boxes in offices with city carrier service may bear a simplified address, but only when complete distribution is made under the following conditions:
 1. Mailers must use the simplified address “Postal Customer” when complete distribution is intended to all active deliveries (residential and business) on any designated city route.

2. Mailers may use a more specific address, such as “PO Boxholder” when delivery is intended to all active Post Office boxes.
 3. Mailers may use “Residential Customer” to indicate that delivery is intended only to all active residential deliveries.
 4. When preparing mail to routes with 100 percent business deliveries, mailers may use “Business Customer” to indicate that delivery is intended to all active business deliveries.
 5. Use of the word “Local,” or the Post Office and state name, is optional; however the Postal Service recommends using the Post Office, state and ZIP Code for mail not entered at or dropshipped directly to a destination delivery unit.
 6. See [3.2.2](#) for governmental mail and [703.6.0](#) for Congressional mail.
- c. USPS Marketing Mail flats with simplified addresses must have one dimension larger than a letter-size maximum dimension, except under [201.5.2.2](#). Simplified addressed pieces, when mailed under conditions in [201.5.2.2](#), are considered to be saturation flats. See [243.6.7](#) for pricing eligibility. Letter-size pieces that meet the size standards in [201.5.2.2](#) and that are addressed to rural routes may be mailed as letters or flats with simplified addresses at the mailer's option.

3.2.2 Use—Governmental Mailers

When distribution is to be made to each active possible delivery on city carrier routes or to each Post Office boxholder at a Post Office with city carrier service, the addressee's name; mailing address; and city, state, and ZIP Code may be omitted from the address only on pieces mailed as official matter by agencies of the federal government (including mail with the congressional frank prepared under [703.6.0](#)); any state, county, or municipal government; and the governments of the District of Columbia, the Commonwealth of Puerto Rico, and any U.S. territory or possession listed in [608.2.0](#). The requirement for distribution to each stop or Post Office boxholder may be modified for congressional mail under [703.6.0](#). The following also applies:

- a. Only these forms of address may be used instead of the addressee's name and address:
 1. “Postal Customer” (delivery desired at all addresses).
 2. “Residential Customer” (delivery desired at residential addresses only).
 3. “Business Customer” (delivery desired at business addresses only).
- b. At least 10 days before the mailing date, the mailer must submit a sample mailpiece and the following information to the entry office postmaster (in response, the mailer receives a mailing schedule that must be followed):
 1. Proposed mailing date.
 2. Total number of pieces being mailed.
 3. Method of postage payment.



4. Names of all city delivery Post Offices to receive any of the mailing and the number of pieces for each.

3.2.3 Mail Preparation

Mailers must prepare letter-size pieces in trays. Mailers must prepare flat-size pieces and irregular parcels in carrier route bundles in sacks or directly on pallets. Bundles, sacks, or trays may be placed on 3-digit, 5-digit, or 5-digit scheme pallets under [705.8.10](#). In addition to the required simplified address, each bundle must bear a facing slip showing the desired distribution (for example, 5-digit ZIP Code and route number) or the top piece of each bundle must include the route number and ZIP Code. Mailers may obtain delivery statistics for routes as described in [509.1.0](#). The following also applies:

- a. All pieces must be in the same processing category.
- b. Mailers must mark pieces according to [102](#) or [202](#).
- c. Mailers must prepare all pieces for the same carrier route in bundles of 50, so far as practicable. If the pieces are bundled in quantities other than 50, mailers must show the actual number of pieces on the facing slip or on the top piece of the bundle.
- d. If selective distribution is desired, the mailer must include enough pieces to cover the routes selected.

3.2.4 Postage

Postage must be paid with permit imprint, meter indicia, precanceled stamps, or other authorized methods not requiring cancellation, according to the standards for the class of mail. Postage for pieces mailed as EDDM-Retail flats must be as described in 144.

3.2.5 Address Designation

Only the address designations in [3.2.1](#) or [3.2.2](#) may be used. Other designations (e.g., “Food Buyer,” “Voter”) are not permitted.

3.3 Occupant Address

3.3.1 Use of Occupant Address

The occupant address format (“Postal Customer” or “Occupant,” “Householder,” or “Resident”) may be used to address mail selectively to a rural route and box number, a specific street number, or a specific Post Office box number without using the addressee’s name:

Example

POSTAL CUSTOMER
2711 ORDWAY ST NW APT 204
WASHINGTON DC 20008-5036

3.4 Exceptional Address

3.4.1 Use of Exceptional Address

The exceptional address format (“Jane Doe or Current Resident” or “Jane Doe or Current Occupant”) may be used on any mail except mail types listed in [3.1.2](#). The word “Current” is optional. The order of the words may be reversed (e.g., “Current Resident or Jane Doe” rather than “Jane Doe or Current Resident”).



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

Re: C06R-4C-C09323164
Class Action
Wexford, PA 15090-9998

Dear Joey:

On several occasions, the most recent being March 05, 2014, we discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the use of firm sheets in situations when there are less than six (6) qualifying mail pieces.

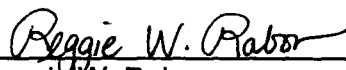
During our discussion, we mutually agreed that the following will constitute full and complete settlement of this grievance:

In accordance with Handbook PO-610, *Signature Capture and Electronic Record Management: Manager's Guide to Standard Operating Procedures*, PS Form 3883 is used when an address receives six or more pieces.

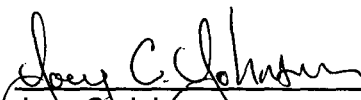
Whether or not the number of qualifying mail pieces in the instant case meets the established criteria should be determined by the fact circumstances in the case file. Accordingly, we agree to remand the case to the parties at Step 2 for proper application of the terms of this settlement.

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: 03/06/14

Date: 3/6/14



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

Re: C06R-4C-C12017071
Class Action
Englishtown, NJ 07726

Dear Joey:

On several occasions, the most recent being February 20, 2014, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

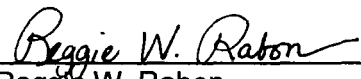
The issue in this grievance is whether rural carriers in Englishtown, NJ received proper credit for scanning barcodes during the September 2011 mail count.

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. Nevertheless, the following will constitute full and complete settlement of this grievance:


The parties agree mail pieces are to be scanned according to the procedures listed in Handbook PO-610, *Signature Capture and Electronic Record Management: Manager's Guide to Standard Operating Procedures*. If management requires rural carriers to scan additional mail pieces with barcodes at the time of delivery, such as EVS barcodes without USPS Tracking, appropriate credit will be provided in Column 15, *Non-Signature Scan Items*.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this grievance. Based on the particular fact circumstances in the instant case, no further action is needed.

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: 03/06/14

Date: 3/6/14



Ms. Jeanette Dwyer, President
National Rural Letter Carriers'
Association
1630 Duke Street
Alexandria, VA 22314-3467

Dear Jeanette:

This letter will serve as clarification and confirm our mutual understanding regarding the appropriate mail count credit to be provided for the duties associated with accepting/collecting items at a location other than the established delivery point, when there is no associated Carrier Pickup request.

In those instances when management directs the rural carrier to accept/collect these items or a customer leaves a note in the mailbox requesting such service; the route will be credited by applying the standard allowances associated with the Carrier Pickup program. Each event will be recorded in Column 21, *Carrier Pickup Request and Prepaid Parcel Event*. Additionally, credit for each mail piece that qualifies in accordance with Handbook PO-603, Section 535.12, will be recorded in Column 22, *Carrier Pickup Items and Prepaid Parcels over 2 lbs.* Other mail pieces accepted/collected at this time, such as obvious letter and flat-size mail, including small parcels, will be recorded in Column 20, *Letters and Flats Collected*.

The credit above will be provided beginning with the 2014 National Mail Count.

Sincerely,

A handwritten signature in cursive script that reads "Cathy M. Perron".

Cathy M. Perron
Manager
Contract Administration (NRLCA)

Concurrence:

A handwritten signature in cursive script that reads "Jeanette Dwyer".

Jeanette Dwyer, President
National Rural Letter Carriers' Association

Date: 2/24/2014



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

Re: Q00R-4Q-C 08138993
CLASS ACTION
Washington, DC 20260-4101

Dear Joey:

On several occasions, the most recent being March 10, 2009, we discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the 2008 national mail count. Specifically, the processing of requested in-home dated mailings and the application of Article 30.1.A of the National Agreement, which states, "During any mail count, the Employer shall make every effort to insure that mail is processed as usual."

On a non-precedential basis, the parties agreed to treat the issue in this grievance as a national level grievance.

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

There was a significant drop in overall mail volume between the 2006 and 2008 national rural mail counts, which affected the evaluations of rural routes nationwide. The parties agree that the mail flow conditions that exist during the mail count period are normally in effect the rest of the year. Mail should not be processed differently due to a mail count. We believe the April 7, 1999, Postal Service Memorandum (enclosed) provides meaningful guidance to everyone involved in mail counts. The Memorandum stresses the importance of the integrity of the mail count and addresses concerns about management or craft attempting to influence the results of the mail count by decreasing or increasing mail volume.

This grievance raised concerns associated with mailings bearing requested in-home delivery dates being received on the route for delivery outside of the requested in-home delivery dates. The parties found that a small percentage of these mailings are

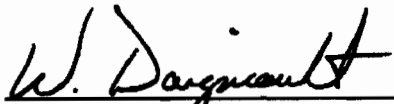
processed for delivery earlier and later than the requested in-home delivery dates throughout the year for various reasons. There is insufficient evidence to suggest these mailings were processed differently during the 2008 national mail count.

The fact that mail with requested in-home delivery dates was received for delivery before or after the requested delivery dates does not assume the mail was not processed as usual. There are a number of factors which may be relevant to the date these mailings are received for delivery. Examples of these factors include, the date the standard mailings were entered at processing centers, the date these mailings are entered at destination delivery units, and whether the mailings were processed on Postal Service automated equipment. Nevertheless, Postal Service policy requires management at delivery units to continue to make efforts to honor saturation flat mail in-home delivery dates entered at the destination delivery unit.

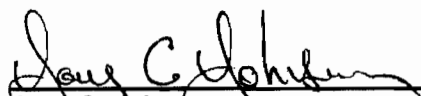
The parties reviewed many local situations to determine whether an even flow of mail was provided during the mail count based on individual circumstances. All mail flow or mail volume issues in grievances related to the 2008 national mail count are considered resolved with this settlement with the exception of a limited number of local grievances/issues that have been resolved by the parties signatory to this settlement by application of the principles of this settlement. Timely grievances held in abeyance pending the outcome of this national grievance that involves mail count issues, other than mail flow or mail volume, should be reactivated.

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

Sincerely,



William Daigneault
Manager
Contract Administration (NRLCA)



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

Date: 3/11/09

Enclosure



April 7, 1999

MANAGERS, DELIVERY PROGRAM SUPPORT (AREA)
MANAGERS, OPERATIONS PROGRAM SUPPORT (DISTRICT)

SUBJECT: Influencing Mail Count

It has come to the attention of this office that, in some instances, efforts have been made to unduly influence rural mail count volume. No one should attempt to influence mailers to avoid mailing during mail count periods or to send out special mailings specifically during mail count periods.

This issue, while originally brought forward through the grievance process, is applicable to both management and craft. Postmasters and supervisors should not influence customers to change their mailing dates solely for the purpose of affecting the results of the mail count. While personal gains are not realized by postmasters and supervisors, and customers ultimately decide when to mail, influence from interested parties may have the appearance of affecting the integrity of the count.

Conversely, carriers should not attempt to coerce mailers to send out mailings specifically during a mail count period or have friends or relatives send mailings to addresses on their routes or to themselves (if they live on their route). This type of influencing does realize a personal gain and would most definitely have the appearance of affecting the integrity of the count.

The count period is established to be a period where the parties can expect normal mail volume flow affected only by the mailers and our customers. The mission of the Postal Service with respect to a normal rural mail count is to count, case, and deliver the mail, not add to or take away from the volume by contrived schemes.

A handwritten signature in black ink, appearing to read "W. J. Bothwell".

W. J. Bothwell

Acting Manager
Delivery Policies and Programs

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

change, the Postmaster must send an email request to the District AMS office.

Since rural carriers do not provide Package Pickup and/or Pickup on Demand service to non-rural delivery locations, the address should be established as a delivery point before starting pickups. The District Manager, Operations Program Support or designee should be consulted on establishment procedures.

6.3 Are there limitations on what can be picked up?

Yes. Hazardous materials must meet all packaging, labeling and other USPS mailability standards as listed in the Domestic Mail Manual 601.10, Publication 52, *Hazardous, Restricted, and Perishable Mail*, and or International Mail Manual 135, as applicable. Additionally, individual mailpieces cannot exceed 70 pounds. Mailpieces may not measure more than 108 inches in length and girth combined, except Standard Post, which may not measure more than 130 inches in length and girth combined. For more detailed information about what can be mailed, customers should refer to the Domestic Mail Manual, which is available online at <http://www.usps.com>.

Mailpieces weighing more than 13 ounces bearing only postage stamps as postage cannot be picked up, and must be taken by the customer to an employee at a Post Office, Contract Postal Unit or Approved Shipper location. If such a mailpiece is left for a Package Pickup or Pickup on Demand, the carrier applies Label DDD2 over the destination address, city, state, and ZIP Code of the mailpiece and leaves it with the customer.

6.4 What products qualify for Package Pickup or Pickup on Demand on City Delivery Routes?

Products eligible for Package Pickup or Pickup on Demand on City Delivery Routes are Priority Mail Express, Priority Mail, Priority Mail Express International, Global Express Guaranteed, Priority Mail International, returns (USPS Return Service, First-Class Package Return Service, and Parcel Return Service), First-Class Package Service, and Parcel Select Nonpresort. Standard Post and other packages may be picked up also, when combined with one or more of the previously named products.

6.5 What products qualify for Package Pickup or Pickup on Demand on Rural Delivery Routes and Contract Delivery Service (CDS) Routes?

Products eligible for Package Pickup or Pickup on Demand on Rural Delivery Routes and Contract Delivery Service (CDS) Routes are Priority Mail Express, Priority Mail, Priority Mail Express International, Global Express Guaranteed, Priority Mail International, and returns (USPS Return Service and Parcel Return Service). First-Class Package Service, First-Class Package Return Service, Parcel Select Nonpresort, Standard Post and other packages may be picked up also, when combined with one or more of the previously named products.

6.6 What if there are too many packages to fit in a carrier's vehicle?

If the carrier realizes this before leaving for the street, they should immediately notify their Postmaster or designee of any situation that may



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

Re: C06R-4C-C11391110
Class Action
Bergen, NY 14416-9998

Dear Joey:

On several occasions, the most recent being June 3, 2015, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns whether rural carriers should receive credit in Column 17, *Other Suitable Allowance*, during a mail count for time spent waiting at a train crossing.


After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. The parties agree there may be instances when time spent waiting at a train crossing should be credited in Column 17- *Other Suitable Allowance* in accordance with Handbook PO-603, *Rural Carriers Duties and Responsibilities*, Section 535.12.

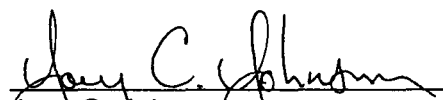
Based on the particular fact circumstances in the instant case, the parties agree the time spent waiting at the train crossing does constitute an unusual situation. Additionally, there is no dispute the frequency occurred regularly during the mail count.

Accordingly, the grievance is remanded to the parties at Step 3 for proper application.

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.


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


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

Date: 6/11/15

Date: 6-11-2015



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

Re: B06R-4B-C10286708
Class Action
Hartford, CT 06101-9511

Dear Joey:

On several occasions, the most recent being December 15, 2015, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

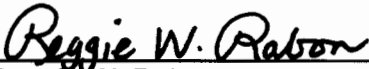
The issue in this grievance concerns rural carriers being required to deviate to deliver all Priority Express Mail by noon.

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. Handbook PO-603, *Rural Carrier's Duties and Responsibilities*, section 342.21.b, states management may require rural carriers to deviate from the normal line of travel to meet required delivery times for Priority Express Mail. For clarification purposes, the required delivery time is the service guarantee.

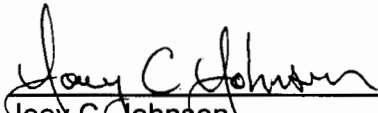
The parties agree that any management decision to require rural carriers to deviate from the normal line of travel for delivery of Priority Express Mail should be based on meeting the service guarantee.

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: 12/23/15

Date: 12/23/2015



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

Re: E10R-4E-C13230599
Class Action
Denver, CO 80299-0718

Dear Joey:

On several occasions, the most recent being December 23, 2015, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the frequency in which rural carriers refuel Employer provided vehicles.

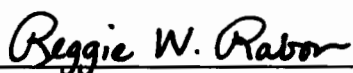
After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. The parties agree the current rural route evaluated system compensates rural carriers for refueling Employer provided vehicles based upon a calculation that uses a base of 100 miles.

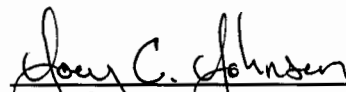
There may be instances where a local policy requires rural carriers to refuel more frequently than provided in the refueling allowance. In these situations, the parties further agree additional compensation may be warranted.

Accordingly, the grievance is remanded to the parties at Step 3 to determine if there was an adverse impact to rural carriers and if so, the appropriate remedy. If the parties are not able to resolve, the union may appeal the grievance to area arbitration for resolution.

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.


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


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

Date: 12/23/15

Date: 12/23/2015



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

Re: E06R-4E-C 12151406
Cynthia Ladd
Omaha, NE 68134-9998

Dear Mr. Johnson:

On March 15, 2016 the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the proper credit for mail containerized at the carrier's case, during a mail count.

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. Nevertheless, the following will constitute full and complete settlement of this grievance.

The parties agree the carrier has the option of handling odd-size articles either with flat mail or separately, regardless of how the piece is credited. Should the carrier choose to containerize these pieces of mail for handling convenience, appropriate credit is provided for individual mail pieces. Direct bundles prepared by carriers are not counted as a parcel.

Based on the fact circumstances in the instant case, no further action is needed.

Time limits were extended by mutual consent.

A handwritten signature in blue ink, appearing to read "Richard L. Howard", written over a horizontal line.

Richard L. Howard
Labor Relations Specialist
Contract Administration (NRLCA)

A handwritten signature in blue ink, appearing to read "Joey C. Johnson", written over a horizontal line.

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

Date: MARCH 29, 2016

Date: 3/29/2016



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

Re: E10R-4E-C 13148961
Gardner
Saint George, UT 84790-9998

Dear Joey:

On several occasions, the most recent being March 15, 2016, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the appropriate credit provided during a mail count for a parcel that is unable to be delivered due to a closed school or business.

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


A parcel received for a closed school or business that is not able to be delivered, whether taken to the street or left in the office, will be credited in Column 6 on the date of receipt, as well as, the date of delivery. Further, if the parcel has an associated non-signature scan, credit in Column 15 is also appropriate on both days.


A closed school or business is defined as one that is closed on a recurring basis, usually weekly, and does not have any method of delivery available on the day the school or business is closed, which would require the carrier to bring the parcel back from the street.

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

Time limits were extended by mutual consent.

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


Richard L. Howard
Labor Relations Specialist
Contract Administration (NRLCA)


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

Date: 3/29/2016



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

Re: E10R-4E-C15090747
Class Action
Grand Island, NE 68802-9998

Dear Joey:

On several occasions, the most recent being November 6, 2015, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the appropriate mail count credit for closed businesses that have a special hold request on file when there is an accessible mail receptacle for delivery.

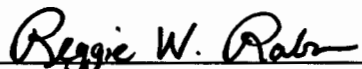
During our discussion, we mutually agreed that the following will constitute full and complete settlement of the grievance.

Handbook PO-603, *Rural Carrier's Duties and Responsibilities*, section 241.41 states in part, "PS Form 1564-B is used to record customers' special requests for handling of their mail. This includes permanent special orders for businesses that are closed on Saturday." Special orders for businesses that are closed are not dependent on whether or not there is an accessible mail receptacle for delivery. For mail count purposes, credit will be provided for handling of delivery point sequence (DPS) letter mail for these closed businesses in accordance with Step 4 settlement J00R-4J-C04168408.

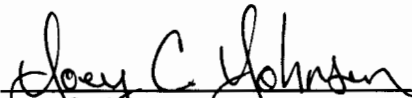
Based on the particular fact circumstances in the instant case, no further action is needed.

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)
U.S. Postal Service

Date: 11/10/15


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

Date: 11/10/2015



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

Re: B06R-4B-C 09213930
Shawn Floyd
Mystic, CT 06355-9998

Dear Joey:

On several occasions, the most recent being July 8, 2016, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether proper mail count procedures were followed during the 2009 mail count.

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

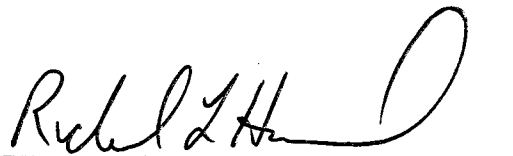
Section 533.21 of Handbook PO-603, *Rural Carrier Duties & Responsibilities*, states in part, "Before mail is cased, mail must be counted at the facility where the carrier cases mail." In the instant case, the mail was counted at the main office and then transported to the station housing this rural route.

The parties agree that those instances when PS Forms 4239 accompany the counted mail and an individual with the authority to correct any discrepancies on these forms is available at the facility during the period in which the carrier is reviewing and/or casing the counted mail are consistent with the spirit and intent of the language in section 533.21. Whether management properly followed these procedures in the instant case, is a local dispute suitable for area arbitration based upon the particular circumstances.

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

Time limits were extended by mutual consent.

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



Richard L. Howard
Labor Relations Specialist
Contract Administration (NRLCA)



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

Date: 7-20-2016



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

Re: E10R-4E-C 15104262
Class Action
Lincoln, NE 68501-9998

Dear Joey:

On several occasions, the most recent being August 24, 2016, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the delivery of an in-home dated mailing during the 2015 national mail count.

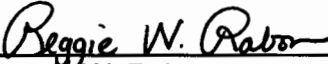
During our discussion, we mutually agreed that the following will constitute full and complete settlement of this grievance.

Currently, the Postal Operations Manual, Section 458.2, states in part, "Offices should make every effort to adhere to mailer-requested in-home delivery dates. Do not deliver such mail earlier than the date the mailer has requested."

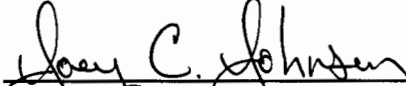
The case file indicates the disputed mailing was delivered on February 6, 2015, one day prior to the beginning of the requested in-home dates. There is no dispute that this mailing should have been included in the mail count that began on February 7, 2015.

Based on the review of the case file, no further action is needed. 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)
U.S. Postal Service

Date: 8/30/16


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

Date: 8/30/2016



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

Re: J06R-4J-C 11364730
Class Action
Montague, MI 49437-9998

Dear Joey:

On several occasions, the most recent being August 24, 2016 the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

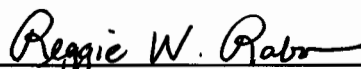
The issue in this grievance concerns how mail is presented to a route when the withdrawal is performed by someone other than the rural carrier.

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. Section 352.11 of Handbook M-38, *Management of Rural Delivery Services*, states; "Letter mail must be placed on the carrier case ledge, either in trays or stacked loose, no more than one row high. The mail must be facing to the right with stamps down, regardless of whether it is worked loose or worked from trays." Additionally, Section 352.12 states "Flat mail must be placed on, under, or near the carrier case and stacked neatly in piles."

Accordingly, the grievance is remanded to the parties at Step 3 to determine if there was an adverse impact to rural carriers and if so, the appropriate remedy.

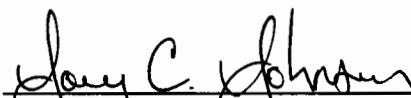
Time limits were extended by mutual consent.

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)

Date: 8/30/16



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

Date: 8/30/2016



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

Re: E10R-4E-C 16147479
Class Action
Minneapolis, MN 55442-9998

Dear Joey:

On several occasions, the most recent being December 22, 2017, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

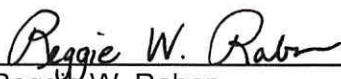
The issue in this grievance concerns rural carriers retrieving Delivery Point Sequence (DPS) flats when the route is not provided with a withdrawal allowance.

After reviewing this matter, we mutually agree no national interpretive issue is fairly presented in this case. The DPS Flats Implementation Procedures for Rural Routes provides two options for rural carriers to obtain DPS flats: Rural carriers may withdraw DPS flats during loading when the withdrawal allowance is provided. The time used for withdrawing DPS flats and placing the trays in the conveyance is considered withdrawal time and is not included in the loading time. However, in those instances when a route is not provided the withdrawal allowance, DPS flats must be provided to the carrier.

Accordingly, we agree to remand the case to the parties at Step 3 for proper application.


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.



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

Date: 12/28/17



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

Date: 12/28/2017



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

Re: C10R-4C-C 15180320
Class Action
Mechanicsburg, PA 17055-9998

Dear Joey:

On several occasions, the most recent being December 21, 2017, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns whether credit in Column 17, *Other Suitable Allowances*, is provided for the receipt of accountable mail when the accountable cage is not located near the rural carrier cases.

Handbook M-38, *Management of Rural Delivery*, Section 333.22 states "Locate the accountable mail section near the carriers. Do not allow the carriers to make *more than one stop* for accountables. An optional method for use in the morning is to take all accountables to the carriers by hand transfer or by using a suitable conveyance."

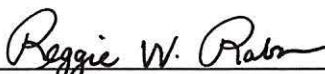
The parties agree that "near" as stated in Handbook M-38, *Management of Rural Delivery*, Section 333.22, is the equivalent of "close proximity". Close proximity was previously defined as fifty (50) feet in case # D95R-4D-C 01037982.

During the mail count, if the accountable cage (or location where accountable mail is obtained) is not within 50 feet (round trip), the route will be provided additional credit in Column 17 for only the distance beyond the 50 feet. The measurement will be from the closest edge on the front side of the carrier's case to the location where the accountable mail is obtained. The distance beyond 50 feet will be credited at .00429 minutes per foot.


Accordingly, we agree to remand the case to the parties at Step 3 for proper application.

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.


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

Date: 12/28/17


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

Date: 12/28/2017



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

Re: B06R-4B-C09190743
Class Action
Chester, NH 03036-9998

Dear David:

On several occasions, the most recent being November 8, 2018, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.


The issue in this grievance concerns whether the postmaster or designee must be accompanied by the rural carrier assigned to the route during a route inspection.


After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. Handbook PO-603, *Rural Carrier Duties and Responsibilities*, Section 52, defines the inspection of a route as the physical inspection/observation of the route and route conditions made by the postmaster or a designee while accompanying the carrier on the route. It further states that during a rural route inspection, rural carriers must travel the route and deliver the mail precisely as they do the rest of the year.

The parties agree that the postmaster or designee will accompany a rural carrier that is knowledgeable of the route, generally, the assigned carrier.

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.


Joseph L. Thompson
Labor Relations Specialist
Contract Administration (NRLCA)


David Heather
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 11/08/2018



RECEIVED

MAY 01 2019

NRLCA

Mr. Ronnie Stutts
President
National Rural Letter Carriers'
Association
1630 Duke Street
Alexandria, VA 22314-3467

B06R-4B-C 11378189
Class Action
New Bedford, MA 02747-9998

Dear Ronnie:

The parties recently met in pre-arbitration discussion in the above referenced case.

The issue in this grievance concerns additional compensation for rural carriers when delivery point sequence (DPS) flats are received backwards.

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

The parties agree that additional credit will be provided during a mail count for flats received backwards in the DPS flats tray. During the mail count, the route will receive credit for one additional DPS flat for every two DPS flats that are received backwards. The appropriate credit will be added to *Column 5, DPS Flats*, by rounding down to the nearest whole number.

Grievances that are being held pending resolution of this lead case will be released and the remedy will be applied retroactively if the case file contains proper documentation.

Please sign this letter as your acknowledgment of agreement to settle the above captioned case and remove it from the from the pending arbitration listing.

Your signature on this letter serves as your acknowledgement of this pre-arbitration agreement and that its terms provide full and complete settlement of all issues that were raised in the above referenced case.

A handwritten signature in cursive script, reading "Cathy M. Perron".

Cathy M. Perron
Manager
Contract Administration (NRLCA)

Date: 5-1-2019

A handwritten signature in cursive script, reading "Ronnie Stutts".

Ronnie Stutts
President
National Rural Letter Carriers'
Association

Date: 5-1-2019



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

Re: E10R-4E-C 13214141
Class Action
Omaha, NE 68119-9998

Dear David:

On several occasions, the most recent being July 25, 2019, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the proper handling and disposition of mail collected/accepted on a rural route.


After reviewing this matter, the parties mutually agreed no national interpretive issue is fairly presented in this case. The parties agree that when rural carriers are required to separate mail collected/accepted on the route into more than two separations, actual time in Column 17, *Other Suitable Allowance*, will be provided. This work should be performed consistent with Section 42 of Handbook PO-803, *Rural Carrier Duties and Responsibilities*.

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

Time limits were extended by mutual consent.



Joseph L. Thompson
Labor Relations Specialist
Contract Administration (NRLCA)



David Heather
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 7/25/19

Date: 7/25/2019



September 18, 2019

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

Re: E10R-4E-C 15104254
Class Action
Omaha, NE 68046-9998

Dear Mr. Heather:

On several occasions, the most recent being September 17, 2019, the parties discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns whether rural carriers should receive additional credit during a mail count for obtaining equipment to unload the vehicle.

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

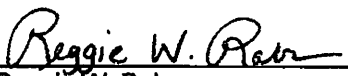
The parties have defined unloading as the time associated with the removal of empty equipment, supplies and mail from the vehicle upon returning to the office, entering the building and returning the equipment and supplies to the designated location.

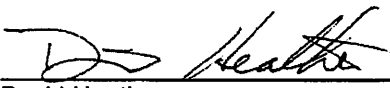
During a mail count, when more than one trip is necessary to unload the vehicle, the time to obtain a conveyance may be approved by local management. The distance beyond 50 feet will be credited at .00429 minutes per foot and recorded in Column 17, *Other Suitable Allowance*. The measurement will be from where the carrier unloads the vehicle to the location where the conveyance is retrieved (roundtrip).

Based on the information contained in the case file, no further action is needed.

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)


David Heather
Director of Labor Relations
National Rural Letter Carriers'
Association

Date: 9/18/19

Date: 9/18/19