



# NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

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August 23, 2022

Ms. Cathy Perron  
Director, Contract Administration (NRLCA)  
United States Postal Service  
475 L'Enfant Plaza, SW, Room 9126  
Washington, DC 20260-4101

**Certified Mail Number: 7020 1810 0001 5912 6575**  
**Return Receipt Requested**  
**FAX: 202-268-5343**

Dear Ms. Perron:

Pursuant to Article 15, Section 4(D) of the parties' National Agreement, the Union submits this National-Level Grievance.

At issue is the Postal Service's refusal to cease working regular rural letter carriers on routes other than their assigned routes and on Sundays. The Postal Service's actions are in violation of the National Agreement, including but not limited to Articles 1.A, 5, 8.1, 15, 19, and 30.1.P, as well as sections 8(a)(1) and 8(a)(5) of the National Labor Relations Act.

Section 8.1 of the National Agreement provides (in relevant part) that "The basic work week for regular rural carrier employees shall be six (6) days," and that "Regular rural carriers may not work on Sunday." 30.1.P of the National Agreement provides that regular rural letter carriers "shall not be required to serve all or part of any rural route other than his or her assigned route...." There is no dispute that the Postal Service is precluded from working Regular carriers on Sundays or on routes other than their assigned routes.

Between April 2020 and June 2021, the Union entered into a series of MOUs with the Postal Service that permitted the Postal Service to utilize regular carriers to work other routes and on Sundays on a volunteer basis. On hundreds of occasions since that time, however, local managers have required regular rural letter carriers to work on other routes and on Sundays. The Union repeatedly made the Postal Service aware of these violations, but they continued.

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On October 8, 2021, at the Postal Service's request, the Union entered into a new MOU allowing regular carriers to work other routes and Sundays voluntarily. However, the contractual violations—requiring regular carriers to work other routes and Sundays—continued. The October 8 MOU was extended through March 22, 2022. Prior to the MOU's expiration, NRLCA President Ronnie Stutts offered to further extend the MOU so long as the agreement contained stronger language ensuring no more violations by local management. The Postal Service refused. Thus, as of March 23, 2022, each instance of management working regular carriers on other routes or Sundays—whether required or not—has constituted a violation of the National Agreement.

The Union has been forced to file hundreds of grievances over this issue in offices around the country. Yet, the violations continue. As a result, on April 20, 2022, the Union filed an unfair labor practice (“ULP”) charge against the Postal Service in Region 20 of the National Labor Relations Board. The ULP charge cites sections 8(a)(1) and 8(a)(5) of the Act. It cites the Postal Service's failure to bargain in good faith with the Union and its unilateral changes in working conditions—violations that arise from the Postal Service's continuous violation of the National Agreement with respect to regular carriers working other routes and on Sundays. On August 16, 2022, NLRB Regional Director Jill H. Coffman issued a deferral letter, deferring the Union's ULP charge to the grievance/arbitration process.

Therefore, the NRLCA submits this case at the National Level. Given the NLRB's deferral and the continued daily violations of the provisions of the National Agreement cited herein, the Union demands that this grievance be expedited, placed ahead of all other cases pending National Arbitration, and be scheduled at the earliest possible date, pursuant to Section 15.5.C.

The remedy demanded in this case includes, but is not limited to:

1. Cease and desist requiring regular rural letter carriers to work on other routes or to work on Sundays.
2. In the absence of a valid MOU stating otherwise, cease and desist permitting regular rural letter carriers to work on other routes or to work on Sundays.
3. Issue a letter under the signature of a Postal Official on the Postal Service's executive leadership team (<https://about.usps.com/who/leadership/pmg-exec-leadership-team.htm>) to all Post Offices with rural routes and all District and Area offices informing managers that they must not work regular rural letter carriers on other routes or on Sundays, even on a volunteer basis.

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4. Post a notice in every Post Office with a rural route advising rural carriers of their rights under the National Labor Relations Act; stating that the Postal Service will not refuse to bargain in good faith with the Union; stating that the Postal Service will not take unilateral action regarding rural letter carriers' terms and conditions of employment; and stating that regular rural letter carriers may not be worked on other routes or on Sundays, even on a volunteer basis.
5. Post the above letter and notice on the Postal Service's website in a prominent section of the website seen by Postal employees.
6. Require a Postal Official at no lower than the District level conduct a stand up talk at every Post Office with a rural route during which the official will read the above letter and notice posting.
7. Pay to each regular rural carrier who is required to work on other routes or to work on Sundays an amount equal to 250% of the carrier's straight time wages (as determined in Article 8.3.A) for all such hours.

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

Sincerely,



Ronnie W. Stutts  
President  
National Rural Letter Carriers' Association

RWS/sws

cc: NRLCA National Officers  
NRLCA Legal Counsel  
File