

# Jurisdictional cases—city/rural disputes



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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