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

NALC# 7877 & 7787

RE: Q98N-4Q-C 01045570 Class Action Washington, DC 20260-4100

> Q98N-4Q-C 00189552 Class Action Washington DC 20260-4100

Dear Mr. Young:

This is in response to ongoing discussions on the above-cited cases which are currently pending national-level arbitration.

Case Q98N-4Q-C 01045570 arose as a result of the application of the March 21, 2000, Memorandum of Understanding (MOU) *Re: City Letter Carrier DPS Work Methods*. The issue in this grievance is whether city letter carriers in a DPS environment using the vertical flat case (VFC) work method on park and loop or foot deliveries may be required to carry presequenced addressed mail as a third bundle, when DPS letters and cased mail (flats and non-DPS letters) constitute the first and second bundles.

The parties agree that:

- 1. The March 21, 2000 MOU did not provide the Postal Service with the right to require letter carriers on park and loop or foot deliveries to carry pre-sequenced addressed mail as a third bundle.
- 2. The parties' prior agreements for carrying third bundles were not modified in any way by the March 21, 2000 MOU. These prior agreements include the following two circumstances:
 - a. pursuant to the 1980 'simplified address mail' agreement, which allows the placement of such unaddressed mail on the bottom of the appropriate mail bundle; and
 - b. in accordance with the 1992 memorandum providing for the DPS composite work method, which includes residual letters, DPS letters, and flats.

Case #Q98N-4Q-C 00189552 arose as a result of handbook modifications indicating that city letter carriers on park and loop or foot deliveries may be required to carry up to three bundles of mail.

Notwithstanding the above agreement, the parties recognize that the Postal Service and its employees have an obligation to the American public to provide cost effective quality mail service. We also recognize that the changing nature of the mail (e.g., decreasing First-Class Mail volume, increasing parcels and increasing automation) necessitate changes in our work methods. Therefore, the parties further agree that:

- In accordance with the recognitions cited in the above paragraph, effective with the signing of this agreement the parties agree that city letter carriers on park and loop or foot deliveries who currently carry three bundles will continue to carry as a third bundle, within weight restrictions, Enhanced Carrier Route (ECR) and Periodicals walk sequenced letter or flat mailings (WSS) that have either 90% or more coverage of the total active residential addresses, or 75% or more coverage of the total number of active deliveries on a route.
- 2. The parties will establish a joint work group to examine the various methods of mail delivery on park and loop and foot deliveries. The objective of the work group will be to develop safe and efficient delivery methods for handling three bundles of addressed and/or unaddressed mail on routes with these types of deliveries. The work group will develop appropriate methods in the current DPS letter environment and it will complete its mission within sixty days of this agreement. After that sixty day period all city carriers on park and loop and walking deliveries will be required to carry three bundles using methods from the work group, unless management determines that fewer than three bundles will be used. If the work group does not reach agreement within sixty days, all city carriers on park and loop and walking deliveries will, unless otherwise determined by management, be required to carry three bundles, but the individual city carrier will determine whether he/she carries the third bundle on the arm or in the satchel. Regardless of the work method, the third bundle must meet the requirements of paragraph 1, above.
- 3: The parties agree that under no circumstances will city letter carriers on park and loop or foot deliveries be required to carry more than three bundles.

This agreement resolves and closes all outstanding disputes at all levels of the grievancearbitration procedure concerning city carriers on park and loop or foot routes being required to carry three bundles. The parties will meet at the appropriate level on all held cases to determine if they involve other issues. If a grievance contains issues other than third bundle, those issues will be addressed pursuant to Article 15 of the National Agreement. Please sign below to agree to resolve these disputes and remove these cases from the national arbitration docket.

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

Date:

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President National Association of Letter Carriers, AFL-CIO

The terms of this settlement became effective September 11, 2007 with ratification of the 2006-2011 National Agreement.