LABOR RELATIONS



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)

Date:

Jahnsán Joe

Director of Labor Relations National Rural Letter Carriers' Association

Date: