MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

Re: City Delivery Route Alternative Adjustment Process – 2014-2015

In accordance with the Memorandum of Understanding (MOU) *Re: Alternate Route Evaluation and Adjustment Process*, the parties agree to the following:

The National Association of Letter Carriers, AFL-CIO (NALC) and United States Postal Service (USPS) recognize the importance of maintaining routes in proper adjustment throughout the year. As part of the ongoing efforts to jointly develop a city delivery route evaluation and adjustment process that reduces disputes and is more efficient and less intrusive, the parties agree to the following process to evaluate and adjust city delivery routes in 2014-2015.

City Delivery Route Alternative Adjustment Process 2014-2015

- 1. The parties will appoint a joint NALC/USPS route evaluation and adjustment team(s) in each district who will be used to implement the methodology outlined below (with the NALC team member compensated on a no loss, no gain basis). In districts with more than one team, a district lead team will be established. Each member of the district lead team may select zones for evaluation. The district lead team, along with the route evaluation and adjustment team(s) will be responsible for data analysis, route evaluation and adjustment, jointly conducting carrier consultations and ensuring all resulting data is properly recorded and unit records updated. The NALC representative(s) on the team(s) will be appointed by the National NALC President while the USPS representative(s) will be selected by the district manager. Local office contacts will also be established to assist the team(s) with the evaluation and adjustment of routes in their installation. The local office contacts for the NALC will be appointed by the branch president or designee while the USPS representatives will be selected by the district manager or designee.
- 2. The zone selection period will be November 3 November 14, 2014. After the selection period has ended, additional zones may only be selected for evaluation by mutual agreement of the district lead team. A zone may only be selected once during the life of this agreement. The time frames for the beginning of data analysis for each zone will be jointly determined by the district lead team. All routes in a selected zone will be evaluated. When establishing how many zones will be evaluated and adjusted, the district lead team should consider the resources available (number of teams), availability of current PS Form 3999s, data preparation of zones using Carrier Optimal Routing (COR) for adjustment purposes and the requirement to have the adjustments for each zone implemented within 75 days of the start date of the analysis (the 75 day requirement does not apply to zones that may be implemented in January due to the restriction on implementation of adjustments between November 15 and January 1).

- 3. The data analysis review period will consist of seven weeks of data randomly selected from up to seven months preceding the beginning of the evaluation and a subsequent eighth week jointly selected by the district lead team. The months prior to May 2014 and June, July, August and December are excluded from either selection.
- 4. As of the date of this agreement, in any zones where a mail count and inspection has begun, but adjustments have not yet been implemented, all mail count and inspection data will be forwarded to the district lead team, which will assign a route evaluation and adjustment team to make any needed route adjustment(s). In zones where a locally developed joint route adjustment process has begun as of the date of this agreement, resulting route adjustments may be implemented. Such adjustments will be subject to the route adjustment review process contained in this agreement. In all other zones, locally developed joint route adjustment processes may only be used in accordance with the Memorandum of Understanding *Re: Alternative Evaluation and Adjustment Processes.*

DATA ANALYSIS

Data Integrity

Data integrity issues will be addressed prior to any analysis and adjustments. Such issues include, but are not limited to, amended clock rings, work hour transfers, designation of work hour codes, and errors on PS Form 3999s.

Volume for the Selected Period by Route

- Cased Letters
- Cased Flats
- SPRs
- Parcels
- Sequenced and simplified mailings
- DPS
- FSS

Office Evaluation

The district lead team or the district evaluation and adjustment team will select from the lesser of the following for the data analysis review period when determining the evaluated office time on each route:

- 1. The regular carrier's actual average total office time (which includes any auxiliary assistance and anomaly adjustments) for the data analysis review period.
- 2. The estimated standard for the route using the average cased volume (which includes any anomaly adjustments) on the route for the data analysis review period. The adjusted estimated standard is the sum of the following:

- the average cased letters divided by 18, plus
- the average cased flats divided by 8, plus
- the average cased letters and flats divided by 70, plus
- the fixed office time (FOT) (while the minimum FOT of 33/43 is normally used, the team should review the route's base FOT and the carrier's input to ensure that the FOT selected is representative of the route). If necessary, the team can request that specific elements of FOT be observed and recorded.

However, the route evaluation and adjustment team will consider feedback from the carrier's initial consultation regarding the route's office time, and regarding the above components used for the data analysis review period to ensure that the office time selected is representative of the route.

Street Evaluation

The route evaluation and adjustment team will consider the following when determining the evaluated street time on each route:

- A. The regular carrier's (or mutually agreed upon replacement carrier's) actual average total street time (which includes any auxiliary assistance and anomaly adjustments) during the seven week period plus the jointly selected eighth week.
- B. The regular carrier's (or mutually agreed upon replacement carrier's) actual average total street time (which includes any auxiliary assistance and anomaly adjustments) from the jointly selected eighth week. During that one week period, while not required, management may inspect a route no more than three days in accordance with the Memorandum of Understanding *Re: Multiple Days of Inspection*.

However, the route evaluation and adjustment team will consider feedback from the carrier's initial consultation regarding the route's street time, and regarding the data shared at the initial consultation to ensure that the street time selected is representative of the route.

Replacement Carriers

All actual office and street time data used will be based on the performance of the regular carrier as described above. On vacant routes or routes where the data for the regular carrier is not available for the analysis period, the route evaluation and adjustment team should use a mutually agreed upon different data analysis period to accommodate gathering data for the regular carrier. In circumstances where this is not possible (for example: long term leave), the route evaluation and adjustment team should select a mutually agreed upon replacement carrier. While the carrier that worked the route the most days during the evaluation period will normally be selected, the route evaluation and adjustment team should analyze additional data and input from the local office contacts for any considered replacement carriers.

Consultations

Joint consultations will be conducted with each carrier to obtain his or her input regarding the evaluation and proposed adjustments. No adjustment will be finalized until after the carrier consultations have taken place and the regular carrier's input has been considered by the route evaluation and adjustment team.

Adjustments

The teams will be guided by sections 243.21.b, 243.22, & 243.23 of Handbook M-39 when adjusting routes.

A current PS Form 3999 conducted with the regular carrier assigned to a route will be used by the route evaluation and adjustment team to determine the street value of territory transferred. The PS Form 3999 closest to the evaluated street time will be used for adjustment purposes unless the route evaluation and adjustment team mutually agrees otherwise.

The associated office time for the territory transferred will be jointly determined using any of the methods in Handbook M-39 Section 243.316.b.

In any unit where the route evaluation and adjustment team determines that the number of routes will be reduced, preference shall be given to selecting auxiliary routes, vacant routes, and then routes held by junior carriers, provided such selections are efficient and effective. In any unit where the route evaluation and adjustment team determines that the number of routes will be increased, consideration will be given to auxiliary route growth to full-time, available resources and the type of route to be added, and the geographic location of any additional routes to ensure that such adjustments are efficient and effective. Additionally, carrier seniority shall be considered when excessive route changes are anticipated, provided such consideration does not adversely affect the efficiency or effectiveness of the adjustments.

At the option of the branch president, all full-time city delivery duty assignments in a zone(s) within a facility where all routes are optimized using Carrier Optimal Routing (COR), will be opened for expedited bidding by seniority. If multiple zones within a facility are optimized, the branch president may choose to limit bidding to the city letter carriers holding full-time city delivery duty assignments in each impacted zone or open bidding to all city letter carriers holding full-time city full-time city delivery duty assignments in all optimized zones within a facility.

When available, COR will be jointly used by the team as a tool for route optimization and adjustment, provided the data preparation has been properly completed and is current. The district lead team will determine whether additional data preparation for the zone is needed. COR technicians (one USPS selected and one NALC selected) will be made available to complete all COR adjustments.

No adjustments will be implemented between November 15 and January 1.

Route Adjustment Review Process

The district lead team will be responsible for facilitating any request for a route adjustment review from the local office contacts. The local office contacts may request an adjustment review in a zone within 90 days following the implementation of adjustments pursuant to this agreement. Upon receipt of such request, the district lead team will review the issue(s) reported by the local office contacts. If the district lead team determines a follow-up evaluation is needed, the district lead team will either conduct the review or assign it to a route evaluation and adjustment team, as appropriate. Days 30-75 following the implementation of the route adjustment will be used for evaluation, analysis, and, if necessary, implementation of subsequent adjustments, unless the route evaluation and adjustment team mutually agree to use a different period. All routes in a zone will be evaluated, but territory adjustments will only be made to those routes necessary to adjust all routes as near eight hours as possible.

The local office contacts may also jointly request approval from the district lead team to make simple territorial changes as necessary only for the purposes of correcting any obvious errors with the initial adjustment. The district lead team will be forwarded all necessary data so they may update their records and ensure proper recording of any changes in the adjustment data.

Section 271 of Handbook M-39 may not be used as a means to circumvent the joint route adjustment process outlined in this agreement. Evaluation data gathered from a 271 route inspection will be turned over to the district lead team who will assign a route evaluation and adjustment team to make any needed route adjustment(s).

This agreement is without prejudice to the position of either party in this or any other matter. The procedures described in this agreement will be utilized solely for the purpose of implementing the joint route adjustment process outlined herein, and may be cited only for purposes of enforcing the terms of the agreement.

Either party may terminate this agreement by providing 30 days written notice to the other party. However, such termination of this agreement shall not affect completion of any ongoing route evaluations or adjustments pursuant to this memorandum or invalidate any route adjustments made as a result of the process outlined herein.

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

Date 9/23/14

Fredric V. Rolando President National Association of Letter Carriers, AFL-CIO