

SETTLEMENT AGREEMENT

Between The

United States Postal Service


And The

American Postal Workers Union, AFL-CIO

**Re: Postal Support Employee (PSE) District / ISC Cap Violations
Q10C-4Q-C 13126898 / HQTG20130201**

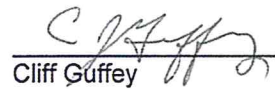
The parties agree that the following represents resolution of National Dispute Q10C-4Q-C 13126898 / HQTG20130201, regarding the PSE cap restrictions enumerated in Article 7 of the National Agreement as it relates to remedying the current dispute for Functions 1 and 4 (Clerk Craft). Accordingly, any District or ISC Clerk Craft grievance held in abeyance pending this national dispute will be withdrawn at the step where it is being held. The remaining issues in National Dispute Q10C-4Q-C 13126898 / HQTG20130201 will be addressed in Items 2 and 4 below.

1. The Postal Service will convert 399 Clerk Craft PSEs to career status. The Postal Service will have sixty (60) days from the date of this agreement to implement and complete conversions resulting from this settlement. This process will be administered by the parties at the national level.
2. The parties agree to continue their discussions and meetings for the purpose of implementing a process that will prevent the issue of hiring PSEs in excess of the contractual caps.
3. The parties understand that the issues surrounding PSE caps for the Maintenance and Motor Vehicle Crafts will be addressed separately. While the parties will continue to work through resolving remaining issues, if necessary, the APWU may advance the scheduling of a hearing date in accordance with Article 15.5.D.
4. Future disputes concerning the District and/or ISC PSE caps will be addressed by the parties at the national level. If the parties are unsuccessful in addressing future issues that arise concerning PSE cap restrictions, the APWU may advance the scheduling of a hearing date for remaining issues in accordance with Article 15.5.D.
5. The parties agree that the issues in National Disputes Q11C-4Q-C 11275789 and Q11C-4Q-C 11275747 are excluded from this settlement agreement.



Doug A. Tulino
Vice-President, Labor Relations
United States Postal Service

8/14/13
Date



Cliff Guffey
President
American Postal Workers Union, AFL-CIO

8/14/13
Date

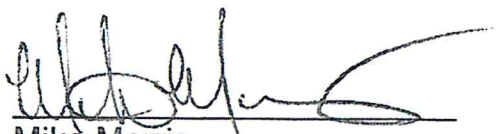
MEMORANDUM OF UNDERSTANDING
Between The
United States Postal Service
And The
American Postal Workers Union, AFL-CIO

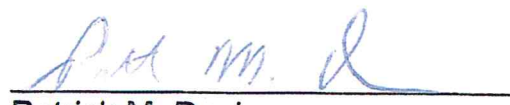
RE: Postal Support Employee (PSE) Reappointment

The parties acknowledge that PSEs may be separated at any time during their term of appointment for lack of work. Separations for lack of work shall be by inverse relative standing on the appropriate PSE roll. Such separations are not grievable except where the separations are pretextual. PSEs separated for lack of work will be given reappointment ahead of other PSEs with less relative standing on the PSE roll (or hiring a new PSE) within the installation if the need for hiring arises within (1) year of their separation. PSEs are separated for 5 days between appointments.

When operational circumstances indicate that reappointment for a PSE(s) is not needed and the installation employs a PSE(s) with lower relative standing, the PSE(s) with higher standing will be reappointed and the PSE(s) with the lower standing in the installation will be separated instead. Such separation of a PSE(s) with the lowest standing is not grievable except where the separation is pretextual. These PSE(s) separated for lack of work during or upon completion of their term of appointment will be given reappointment ahead of other PSE(s) with less relative standing on the PSE roll (or hiring a new PSE) in the installation if the need for hiring arises within one (1) year of separation.

(The preceding language supersedes the language in the first paragraph of the MOU Re: Postal Support Employees, Section 3.B.3, pp.289-290, 2010-15 CBA.)


Mike Morris
Director, Industrial Relations
American Postal Workers Union


Patrick M. Devine
Manager, Contract Administration (APWU)
United States Postal Service

8.13.13

Date