

Mr. Lamont Brooks
Director, Clerk Craft
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: USPS# 6X 18C-6X-C 22247750
APWU# HQTG20220108
Washington, DC 20260

Dear Lamont:

The parties recently met at Step 4 of the grievance-arbitration procedure to discuss the above referenced grievance, initiated at Step 4 by the APWU. Time limits were extended by mutual agreement.

The issue in this case is whether the Postal Service pre-textually separated Postal Support Employees (PSEs) for lack of work when workhours were available for the PSEs.

After further review and discussion, it is mutually agreed to resolve this dispute in accordance with the following understanding of the parties:

1. This dispute covers PSEs who were separated for lack of work between May 6, 2022, and the signing of this agreement.
2. If the local union can demonstrate there was adequate work available for any, or all, of the separated PSEs, the PSEs will be permitted to seek reinstatement at the local level, if they have not already done so, and will be reinstated retroactively and made whole.
3. The local union will be provided a copy of each reinstatement letter, which will include a copy of this settlement agreement, that will be mailed to the separated PSE, at their last known mailing address, so the separated PSE may fully understand their options.
4. In accordance with the Settlement Agreement, *Re: Postal Support Employee (PSE) District / ISC/REC Cap Violations in the Clerk, Maintenance and Motor Vehicle Crafts*, dated October 3, 2014, "PSEs shall not be terminated in order to come into compliance with the specific cap requirements."
5. Any disputes arising from the terms of this agreement will be processed in accordance with Article 15 of the Collective Bargaining Agreement.

This agreement constitutes full and final settlement of the above-referenced national dispute.



Michael W. Faber
Director, Contract Administration (APWU)
United States Postal Service

Date: November 17, 2025



Lamont Brooks
Director, Clerk Craft Division
American Postal Workers Union, AFL-CIO

Date: November 17, 2025

SETTLEMENT AGREEMENT
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

**Re: Postal Support Employee (PSE) District / ISC/REC Cap Violations
in the Clerk, Maintenance and Motor Vehicle Crafts**

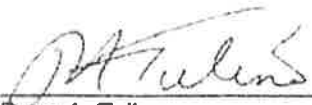
The parties agree that the following represents resolution of all outstanding remedy issues in case Q10C-4Q-C 13126898 / HQTG20130201 (Maintenance craft cap issues were resolved by the Memorandum of Understanding (MOU) dated March 28, 2014, and July 9, 2014). This agreement also provides the process the parties will follow to address and remedy future violations of the District PSE cap restrictions in the Clerk and Motor Vehicle Crafts as well as PSE cap violations at the International Service Centers (ISC) and Remote Encoding Center (REC).

1. Outstanding PSE cap violations in the Clerk and Motor Vehicle Crafts, International Service Centers (ISC) and Remote Encoding Center (REC) will be remedied by converting 468 PSEs to career:

These conversions will be in addition to the PSE conversions being made as a result of the MOU dated March 20, 2014, Re: Filling of Residual Vacancies.

2. The Postal Service will implement and complete conversions as noted above no later than sixty (60) days from the date of the signing of this agreement. The parties will meet at the national level and agree on where to make the conversions.
3. No back pay or other monetary remedy is due as a result of the conversions made in Steps 1 and 2 of this remedy settlement agreement.
4. Future PSE District, ISC, and REC cap violations will be remedied by converting the appropriate number of PSEs within the craft and occupational group, if applicable, in the same District, ISC, or REC as is required to come into compliance with the applicable requirements as enumerated in the 2010 National Agreement. It is agreed that the union at the national will have an opportunity for input as to where the conversions are made. If the applicable requirements (relevant percentage caps) are modified in the future, the parties agree to abide by those changes. PSEs shall not be terminated in order to come into compliance with the specific cap requirements. These conversions are in addition to the PSE conversions being made as a result of the MOU date March 20, 2014, Re: Filling of Residual Vacancies.

5. PSE conversions made pursuant to Step 4 of this MOU will be implemented and completed thirty (30) days from the date of the PSE Compliance Report required by Article 7.1.B. 7 identifying the cap violation. No backpay or other monetary award is due for the PSE cap violation or during the term of the conversion process. This process will be administered by the parties at the national level.
6. The parties agree that all grievances held pending the resolution of case Q10C-4Q-C 13126898 and HQTG20130201 are withdrawn and resolved in accordance with this agreement.



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



Mark Diamondstein
President
American Postal Workers Union, AFL-CIO

Date: 10/3/14