

Mr. Steven G. Raymer
Director, Maintenance Division
American Postal Workers Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

RE: Q98C-4Q-C 02013900
Washington, DC 20260-9998

Dear Mr. Raymer:

Recently, we met to discuss the remedy applicable to Arbitrator Das' November 16, 2006 decision in the above captioned grievance.

This resolution concerns custodial staffing and scheduling and the 1983 MS-47. The parties agree as follows:

1. Arbitrator Das in the above captioned case, directed the Postal Service to rescind the 2001 version and to reinstate the 1983 MS-47 handbook. In reinstating the 1983 MS-47, the Postal Service will complete within 30 days of the signing of this agreement the custodial staffing packages which determine custodial staffing and scheduling of work. The custodial staffing package(s) will be prepared according to the principles of the 1983 MS-47. This is without prejudice to the position of either party regarding any issue of timely compliance with the reinstatement of the 1983 MS-47.
2. The Local union is entitled to all information relied upon in developing the custodial staffing package(s) referenced in Item #1 above, including forms 4869, 4839, 4851, 4776 and 4852 as well as e-MARS reports.
3. Local Unions may challenge the completed custodial staffing package(s) referenced in Item #1 above and the Postal Service will not raise timeliness as an issue where staffing has changed during the intervening period between December 31, 2001 and 30 days following the date of the signing of this agreement. However, in the event of a finding by an arbitrator of a violation, the sole remedy during this intervening period shall be increased staffing. All monetary issues concerning staffing have already been remedied by payment of the amount in Item #5, below. Remedy which may be applicable outside this intervening period (December 31, 2001 and 30 days following the date of the signing of this agreement) is suitable for a regional arbitrator's decision.
4. In facilities where the staffing package results in additional custodial positions than presently on the rolls, these additional positions shall be

posted by notice of intent within 60 days of the signing of this agreement and filled in accordance with the Collective Bargaining Agreement.

5. In full and complete resolution of this case, except as indicated in Item #7 below, the parties agree that purely for the purposes of resolution of this case, every employee occupying a duty assignment in the following job titles and occupational codes on the rolls on the signing of this agreement, shall be paid a lump sum of two thousand seven hundred dollars (\$2,700.00). The distribution of such money to employees shall be accomplished no later than April 18, 2008:

JOB TITLE	OCC CODE
LABORER CUSTODIAL.....	35021019
CUSTODIAN	35660001
LABORER CUSTODIAL.....	35660002
LABORER CUSTODIAL.....	35660003
LABORER CUSTODIAL.....	35660004
CUSTODIAN	35660006
GROUP LEADER, CUSTODIAL	350101XX
LABORER CUSTODIAL.....	350203XX
LABORER CUSTODIAL.....	350203XX
LABORER MATERIALS HANDLING	350214XX
WINDOW CLEANER.....	354001XX
CLEANER	356501XX
CUSTODIAN	356604XX
CUSTODIAL LABORER C	356607XX
BUILDING CUSTODIAN	474906XX
BUILDING MAINTENANCE CUSTODIAN...	474910XX
FIREMAN	540201XX
FIREMAN LABORER.....	540202XX

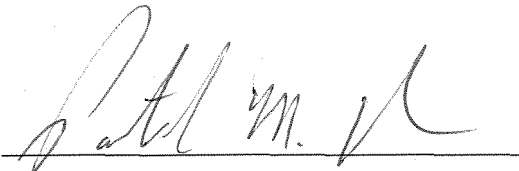
6. For any grievances filed at the National or Local level concerning the 2001 version of the MS-47, no other remedy, except for the payment in Item #5 above, including but not limited to any claim for lost work hours, overtime, payment for bypassed routes, work scheduling and/or out-of-schedule premiums, and/or custodial staffing levels, occurring during the intervening period between December 31, 2001 and the date 30 days following the date of the signing of this agreement shall be given. Any such grievance(s) whose remedy period is between December 31, 2001 and the date 30 days following the date of the signing of this agreement shall be administratively closed. This does not apply where the issue in the grievance is subcontracting. It does not apply also for the grievances

concerning Part-Time Regular (PTRs) who had their work hours reduced after December 31, 2001, as described below in Item 7.

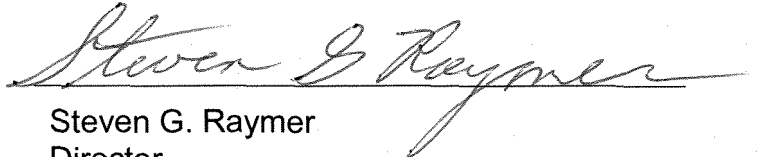
7. For grievances that have been filed previously concerning a PTR(s) who had their work hours reduced after December 31, 2001 (such as listed on the attached) shall be discussed and resolved by the parties at the National level. The aggregate liability for all of these PTR grievances shall not exceed 1.75 million dollars. The issue to be resolved shall be limited to the appropriate remedy, if any, for those PTRs who had their hours reduced during the intervening period (December 31, 2001 and 30 days following the date of the signing of this agreement). No other remedy is available to these PTR(s). PTR work hours established by number 1 above are subject to challenge by the Local Union.
8. No employee will be involuntarily reassigned (ref: Article 12.5.C.5) solely as a result of this settlement or the implementing of the staffing package in number 1 above.
9. All duty assignments created by this settlement and any resulting vacancies shall be filled in accordance with Article 38.
10. This settlement is not intended to nullify or modify any prior headquarters agreements, settlements or awards in which the 1983 MS-47 was an issue.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement.

Sincerely,



Patrick M. Devine
Labor Relations Specialist
Contract Administration (APWU)
United States Postal Service



Steven G. Raymer
Director
Maintenance Division
American Postal Workers Union, AFL-CIO

Date:

1/29/08

**List of PTR Grievances Referenced in Paragraph 7 of the MS-47
Settlement Agreement in Case Q98C-4Q-C 02013900**

"For grievances that have been filed previously concerning a PTR(s) who had their work hours reduced after December 31, 2001 (such as listed on the attached) shall be discussed and resolved by the parties at the National level. The aggregate liability for all of these PTR grievances shall not exceed 1.75 million dollars. The issue to be resolved shall be limited to the appropriate remedy, if any, for those PTRs who had their hours reduced during the intervening period (December 31, 2001 and 30 days following the date of the signing of this agreement). No other remedy is available to these PTR(s). PTR work hours established by number 1 above are subject to challenge by the Local Union. "

#07109289,	Renovo, PA	E00T-4E-C 03144831	Blair, NE
04140385	Birmingham, AL P &DC	E00T-4E-C 03156476	Blair, NE
04145333	Birmingham, AL P &DC	E00T-4E-C 03212887	Blair, NE
05044148	Birmingham, AL P &DC	E00T-4E-C 04027372	Blair, NE
06129852	Birmingham, AL P &DC	E00T-4E-C 04061124	Blair, NE
E00T-4E-C 06158567	Norfolk P&DF	E00T-4E-C 04183934	Blair, NE
E00T-4E-C 02099952	Topeka P&DF	E00T-4E-C 05033590	Manhattan, KS
E00T-4E-C 02140226	Wichita P&DC	E00T-4E-C 06026577	Emporia, KS
E00T-4E-C 02151843	Omaha P&DC	E00T-4E-C 06039455	Emporia, KS
E00T-4E-C 02215899	Spencer	E00T-4E-C 06063026	Emporia, KS
E00T-4E-C 02220655	Wichita P&DC	E00T-4E-C 06147638	Emporia, KS
E00T-4E-C 02223527	Bellevue, NE	E00T-4E-C 06176865	Emporia, KS
E00T-4E-C 02224329	Spencer, IA	E00T-4E-C 06197156	Emporia, KS
E00T-4E-C 02235429	Anamosa, IA	E00T-4E-C 06204080	Emporia, KS
E00T-4E-C 02239395	Central Plains District	E00T-4E-C 06241243	Emporia, KS
E00T-4E-C 02239395	Central Plains CS District	E00T-4E-C 06241249	Emporia, KS
E00T-4E-C 02239398	Mid-America District	E00T-4E-C 06258558	Emporia, KS
E00T-4E-C 02242326	Salina, KS	E00T-4E-C 07026953	Emporia, KS
E00T-4E-C 03004798	Jefferson, IA	E00T-4E-C 03038473	
E00T-4E-C 03007722	Manchester, IA	E00T-4E-C-03038475	
E00T-4E-C 03013151	Hawkeye District	E00T-4E-C 03038482	
E00T-4E-C 03020884	Audobon, IA	E06T-4E-C 08039536	
E00T-4E-C 03020900	WInterset, IA		
E00T-4E-C 03025252	Osage, IA		
E00T-4E-C 03031279	Cherokee, IA		
E00T-4E-C 03031306	Denison, IA		
E00T-4E-C 03127721	Blair, NE		
E00T-4E-C 03144235	Scottsbluff, NE		