

LABOR RELATIONS



Mr. Fredric V. Rolando  
President  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, NW  
Washington, DC 20001-2144

Re: Q06N-4Q-C 09285802  
Class Action  
Washington DC 20260-4100

Dear Mr. Rolando:

On several occasions our representatives met in prearbitration discussion on the above-captioned grievance. Time limits were extended by mutual consent.

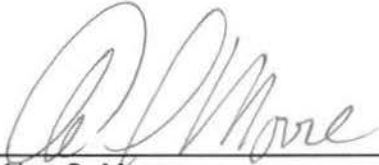
The issue in this case is whether the Postal Service is required to provide individual retirement counseling prior to a Voluntary Early Retirement (VER) decision irrevocability date when counseling is requested by a VER-eligible city letter carrier.

After reviewing this matter, we agree to resolve this grievance based on the following:

1. The parties agree that when the Postal Service offers a VER, it will abide by the provisions of the Employee and Labor Relations Manual concerning retirement counseling and the settlement in national case number Q01N-4Q-C 07150373.
2. Human Resources Shared Service Center (HRSSC) will ensure that there are sufficient appointments available for employees applying for the VER provided eligible employees follow the application procedures and timelines for requesting such appointments.
3. In the unanticipated circumstance that VER counseling appointments requested pursuant to paragraph 2 are not available for all eligible employees prior to the irrevocable date, the national parties will expeditiously engage in discussions to address this issue. In the event agreement is not reached, the union may initiate a national-level dispute over this matter pursuant to the provisions of Article 15 of the National Agreement. Such grievance will be handled on an expedited basis including, if necessary, national-level arbitration scheduling.
4. If the parties are unable to reach agreement through the process provided for in paragraph 3, any employee who requests an appointment pursuant to paragraph 2 and does not receive an appointment prior to the irrevocable date may withdraw his/her VER application by submitting written notice to HRSSC in writing no later than ten calendar days following the irrevocable date. The terms of this paragraph are without prejudice to the position of either party should the union initiate a national-level grievance pursuant to paragraph 3.

This agreement is without prejudice to the position of either party in the event that the Postal Service seeks to implement an incentive-based VER. Additionally, this settlement does not prohibit the Postal Service from making revisions to handbooks and manuals consistent with the terms of the collective bargaining agreement or bar the union from disputing such changes through the grievance/arbitration process.

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



Alan S. Moore  
Manager, Labor Relations  
Policy and Programs  
U.S. Postal Service



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

Date: 12-20-13