

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

GLOBAL SETTLEMENT REMEDY AGREEMENT**

Re: Case Nos. Q11C-4Q-C 11311239 and Q06C-4Q-C 10005587

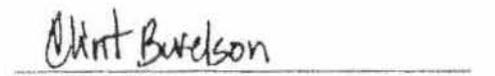
In accordance with the terms of this Settlement Agreement, the parties agree to a full and final resolution and remedy of pending disputes involving postmasters/supervisors in small offices performing bargaining unit work arising under the Global Settlement Memorandum of Understanding, Arbitrator Das' Awards in the above-referenced national level cases, and grievances held pending the outcome of the issues in the above-referenced national level cases as follows:

1. The USPS reaffirms that the performance of bargaining unit work by postmasters/supervisors may not exceed the bargaining unit work hour limits established in the Global Settlement. The bargaining unit limits, known as the 'bright line', as expressed in the Global Settlement are: Level 18 offices, no more than 15 hours per week; Level 15 & 16 offices, no more than 25 hours per week. Postmasters/supervisors in offices covered by the Global Settlement will record their time spent performing bargaining unit work on any day of the service week, including "all time spent staffing the window" as defined in the Das award in Case No. Q11C-4Q-C 11311239. Nothing in this Agreement changes the requirements of the Global Settlement.
2. The method for postmasters/supervisors recording such time will be in accordance with the Global Settlement.
 - A. In the event that both a clerk and a postmaster/supervisor are staffing the window at the same time, all time that the postmaster/supervisor is logged into POS (*defined to mean the entire period from start of day to end of day*) will be counted as bargaining unit work. The postmaster/supervisor must include this time on the PS Form 1260 as bargaining unit work. Reports available from Point of Sale technology (ex: POS), TACS Time and Attendance Records, Facility Database Report, etc., will assist the parties in verifying the postmaster/supervisor bargaining unit work time, when necessary.
 - B. When performing bargaining unit work (unrelated to the window) the postmaster/supervisor will also record the appropriate bargaining unit work operation number and properly annotate it on the PS Form 1260. Reports such as the Mail Arrival Profile (MAP) report and the Facility Database report will assist the parties in verifying the postmaster/supervisor bargaining unit work time, when necessary.
3. The USPS will develop a modified, automated PS Form 1260 to be used by all postmasters/supervisors, covered by this agreement, to record the performance of bargaining unit work on a daily basis. This modified PS Form 1260 will be used to provide a report to the American Postal Workers Union Headquarters level, in an electronic format, every four week reporting period with information needed to monitor compliance with the provisions of the Collective Bargaining Agreement and this Agreement. The report will include the same information currently reported on PS Form 1260, including the operation number and the

total time worked for all bargaining unit work performed by the postmaster/supervisor. The first report will be provided to the Union no later than March 6, 2015.

4. Whenever the bargaining unit work hours limit is exceeded in a service week, the USPS will pay the time in excess of the limit to the appropriate clerk, as determined by the local union, at the applicable rate, using a lump sum payment through TACS AdjustPay. This remedy should be implemented in a timely fashion and normally should not require the filing of a grievance. In the event the issues are not resolved, and a grievance is necessary, then the 14-day period for the local union to initiate filing an Article 15, Section 2, Step 1 dispute will start from the date of the Union's receipt of the report at the HQ level.
5. To satisfy the monetary remedy, referenced in the first paragraph of this settlement agreement, the USPS will make payments totaling fifty-six million dollars (\$56,000,000.00) to clerk craft employees to be identified by the Union.
 - A. The USPS will cooperate to the extent possible to assist the Union in obtaining the information necessary for the disbursement of payments. This information will include, but is not limited to, reports documenting part-time flexible and full-time regular clerks, clerks in NTFY duty assignments and the work hours during the period covered by the grievances associated with this Agreement.
 - B. The Union will provide a list of the clerk craft employees to be paid to the USPS. Twenty percent (20%) of the total payment identified in Section 5 will be held by the USPS in escrow to be disbursed at a later date and in a manner determined by the Union.
6. The Union may report any ongoing or repetitive violations of the work hour limitations directly to the respective USPS Area Manager, Labor Relations, or if unresolved, directly to the USPS Manager, Field Labor Relations.
7. The parties acknowledge that some of the grievances addressed by this Agreement involve other issues which remain outstanding. In an effort to fully resolve those grievances, the parties agree to meet at the regional level to discuss resolution of any outstanding matters in the grievances covered by this Agreement within sixty (60) days of the signing of this Agreement.
8. Except as provided herein, it is understood by the parties that this Agreement is a full and final resolution of the grievances and disputes set forth in the first paragraph of this Agreement. The USPS will be relieved from any further liability concerning those disputes.


Michael Mlakar
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Clint Burelson
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12/5/2014

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