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

## Re: Time and Attendance Collection Systems (TACS) Duties

- 1. TACS entries and TACS allied duties (as established for Lead Clerks) are clerk craft bargaining unit work in all Postal facilities/installations Level 18 and above, where clerks are employed.
- Exception: TACS entries and TACS allied duties performed by the Postmaster in a Stand-Alone Level
  18 office will be recorded and counted as one hour per service week towards the permissible 15
  hours per week of bargaining unit work (Postmaster performance of bargaining unit work is normally
  limited to window transactions and distribution tasks, in accordance with the Das national arbitration
  award).
- 3. Supervisors in facilities/installations Level 20 and above are prohibited from performing these duties except as provided in Article 1.6 of the CBA and the following circumstance: In the unlikely event on the last day of a pay period there is no TACS trained clerk anywhere in the facility/installation, solely to ensure the employees will be properly paid, the supervisor may enter the work and leave hours into TACS.
- 4. Each facility/installation head or designee will ensure there are a sufficient number of clerks trained in the Online Course – Time and Attendance Collection Systems (TACS) Lead Clerk Training, to cover the performance of these duties on a daily basis. Where applicable, Section 2.d – 2.g of the 9/5/18 Lead Clerk and TACS Settlement Agreement (Q15C-4Q-C 18000314) will apply.
- 5. In facilities/installations where Lead Clerks are authorized, TACS duties are Level 7 work. A clerk replacing a Lead Clerk pursuant to Article 25 will receive Level 7 pay. In Customer Care Centers, these duties will be performed by Tier 2, Level 7 Customer Care Agents. In facilities/installations where Lead Clerks are not authorized, TACS duties are Level 6 work.
- 6. The Postal Service will have 120 days from the date of this agreement to take the necessary steps in non-Lead Clerk facilities to provide clerks with access to TACS and eRMS and to provide all TACS clerks and Lead Clerks with limited access to OTAdmin and RMSS in order to perform TACS entries and TACS allied duties.
- 7. District Labor Relations Managers or designee(s) and Local/State APWU Presidents or designee(s) will engage in a cooperative effort to ensure that clerks are trained and when trained and granted access to TACS and eRMS that these duties are transitioned to clerks.
- 8. This agreement serves to administratively close the following National level cases: 21C-6X-C 24183940; 21C-6X-C 24184006; 21C-6X-C 24332739; 21C-6X-C 24334700; 21C-6Q-C 22507313; Q18C-6Q-C 21112448; and all grievances held pending the outcome of these cases. Grievances filed over a supervisor's performance of TACS duties in facilities that did not qualify for a Lead Clerk will also be administratively closed, without prejudice. In addition, in settlement of the pending grievances involving a supervisor performing TACS entry/allied duties in place of a Lead Clerk, the cases will be resolved with a lump sum payment of \$4,241,000 to be distributed to Lead Clerks as determined by the union. This settlement resolves all grievances on this issue as of the date of this agreement (September 30, 2025). The parties agree to hold 10% (\$424,100) from the initial payouts and will be paid to employees, identified by the APWU, no sooner than six (6) months from the date of the initial payouts. This resolve does not apply to a case the parties have arbitrated on the merits and the arbitration award has not been issued; or a case in which the parties have received an arbitration

award on the merits with a remedy to be adjudicated (including non-compliance with a settlement or arbitration award on this issue); or a case in which the parties have reached a settlement agreement regarding the merits but the remedy has yet to be determined or is in dispute.

- 9. While this agreement resolves all TACS/Lead Clerk related issues, should any grievance(s) also include a non-TACS/Lead Clerk issue, that part of the grievances is not resolved by this agreement.
- 10. The terms of this agreement are not intended to change existing settlements between the parties regarding TACS duties, unless explicitly stated herein.

Michael Mlakar

Headquarters Labor Relations United States Postal Service 9/30/25 Date

Lamont Brooks

Director, Clerk Craft American Postal Workers

Union, AFL-CIO

9/30/25 Date