

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

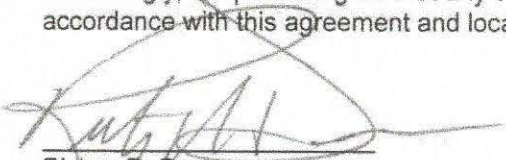
RE: Q10C-4Q-C 15066902 / HQTC20150219

Recently the parties met in pre-arbitration discussions regarding the above referenced dispute. The interpretive issue in this dispute is whether the Postal Service is required to increase the complement of bid duty assignments in an installation or section by creating new additional bid duty assignments, to comply with the language at Article 37.3.A.1, which states, "Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid."


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

1. The parties hereby affirm their joint understanding of the Step 4 Settlement Agreement, dated February 25, 2014, in case #Q10C-4Q-C 14001322 / HQTC20130645, that the language at Article 37.3.A.1 obligates the Postal Service to make every effort to create desirable duty assignments from all available work hours for career employees to bid, however, this provision does not require the conversion of Postal Support Employees (PSEs) to career.
2. The parties agree that by including the subject language under Article 37.3.A.1 the intent was to apply the language to the posting of newly established and vacant Clerk Craft duty assignments. The posting of a newly established duty assignment may increase the complement; however, this does not automatically create an obligation to the Postal Service to permanently change the complement of Full-Time duty assignments (traditional FTR or NTFT).
3. The parties agree that this settlement is not intended to alter any other existing provisions under Article 37, Section 3.
4. The parties further agree that the determination of the appropriate clerk craft complement is the right of management, when done in accordance with Article 3, subject to the provisions of the Collective Bargaining Agreement.
5. The Union has the right to challenge the validity of clerk craft complements in accordance with the Collective Bargaining Agreement.
6. The APWU agrees to withdraw, without prejudice, the National Labor Relations Board (NLRB) charge in Case 05-CA-161795.

Accordingly, the parties agree that any case held pending this national dispute will be resolved in accordance with this agreement and local fact circumstances.


Rickey R. Dean
Labor Relations Specialist-Team Lead
United States Postal Service

Date: 11-24-2015


Lamont Brooks
Assistant Director Clerk Division
American Postal Workers Union
(AFL-CIO)

Date: 11-24-2015