

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

Re: Implementation - Clerk Craft Jobs MOU Monetary Remedy Payment - Case No. Q10C-4Q-C 15174956

By agreement dated January 13, 2022, the parties agreed that the monetary remedy for the Memorandum of Understanding (MOU), Re: Clerk Craft Jobs would be administered by the parties at the national level. The agreement further provided that the parties will identify the appropriate individual make-whole remedy for those individuals identified as entitled to a remedy, in accordance with Arbitrator Stephen Goldberg's Award dated April 21, 2017. Arbitrator Goldberg's awarded remedy is found on pages 18-19 of the decision. This is an Implementation MOU to be utilized solely to comply with the referenced award.

The following is the agreement of the parties regarding the make-whole remedy:

- **Employees identified to receive a make-whole remedy are those who are bargaining unit employees represented by the American Postal Workers Union, AFL-CIO (APWU).**
- The pay rates applied to the remedy are based on the 2018 pay scale for a Level 6 HR Clerk, Level 7 Training Technician, Level 6 career clerk weighted average wage, and Level 6 career clerk entry step.
- The number of hours identified for out-of-schedule premium pay is the difference between the employee's work schedule, hours and non-scheduled days, prior to being awarded the position and the work schedule, hours and non-scheduled days, of the new position. The total number of out-of-schedule hours was capped at forty (40) hours per service week.
- Grade level differences are based on the employee's grade level in the former position and the grade level of the new position.
- Former PSEs and part-time flexibles (PTFs) who were converted and placed into residual vacancies identified as a position in the vacancy chain received additional compensation for the difference in their work hours and forty (40) hours per service week. The average number of hours worked by the employee was based on the eight (8) weeks immediately preceding the employee's conversion to career. The hours difference was multiplied by the appropriate number of weeks for the relevant time period.
- Employees are only paid for the first placement in the vacancy chain. Placement in subsequent positions in the vacancy chain are removed from the final payee list.
- Employees who do not have any grade changes or out-of-schedule hours are considered made-whole and will not receive additional compensation. The parties agree that employee debts will not be created as a result of the make-whole remedy. For example, an employee in a Level 7 duty assignment bid to a Level 6 duty assignment with the same schedule is considered as no level difference or out-of-schedule owed.
- Without prejudice to the issue of whether bargaining unit employees in the Support Services craft should be performing this duty, the monetary remedy for payments up to the allowable limit will be paid through the Grievance Arbitration Tracking System (GATS) and included on a future paycheck of current employees. This agreement will not be cited in any dispute(s) related to the use of GATS for payment of grievance settlements. **The payments will be annotated on the payroll journal as code "40-36", which indicates a lump sum payment from GATS.**

- For a monetary remedy in excess of the allowable limit to be paid in GATS, Headquarters Labor Relations will complete PS Form 8041, *Pre-Arbitration or Agency Settlement Worksheet*, and submit to Accounting Services for processing. These payments will be in the form of a paper check which will be sent to the mailing address for checks that is on record for the employee's current finance number.
- Payments to former employees will be paid by paper check which will be mailed to the employee's office of record. The employee's address of record will be printed on the check. If the former employee has not made arrangements to pick up the check from management at the office, it is anticipated that the check will be mailed to the former employee's address of record. The former employee may contact the manager or Postmaster of their former office of record to make arrangements to pick up the check or to have it mailed to the former employee.
- If checks are returned to Eagan, Minnesota, Disbursing Branch, without being mailed to the former employee by their office of record, the Disbursing Branch will mail the check to the address of record.
- For former employees who are deceased, a manual review of the employee's beneficiary paperwork is conducted to ensure all required paperwork is in order. Following the review, the settlement check will be mailed to the beneficiary on file.
- **For checks that are returned as undeliverable, former employees should contact the Accounting Help Desk at 1-866-974-2733, station manager or Postmaster, who is expected to take appropriate action for the reissuance or release of the check.**
- **Entry of payments is a manual process and is anticipated to be paid within three full pay periods from the signing of this agreement. Inquiries regarding non-receipt of a settlement check should be directed to the Accounting Help Desk at 1-866-974-2733 and should only be made following expiration of the three full pay periods.**
- Normal federal, state, and local tax withholdings, retirement, Social Security, and other relevant withholdings, etc. will be deducted as appropriate from the identified settlement amount.
- The amount of back pay was based on data furnished by the Postal Service and examined by the Union for due diligence, including the date of bid placement and employees' non-scheduled days and work hours before and after entering the relevant duty assignments.
- Disputes regarding implementation of this agreement must be referred to the Administrative Dispute Resolution Process (ADRP) at the headquarters level.

This agreement constitutes a final and complete settlement of the make-whole remedy as awarded by Arbitrator Stephen Goldberg in case number Q10C-4Q-C 15174956.

Shannon Richardson

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Lamont Brooks

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 Director, Clerk Division
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Date: July 11, 2023