

September 5, 2018

Mr. Lamont Brooks
Assistant Clerk Craft Director
American Postal Workers Union,
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Re: Q15C-4Q-C17352667/HQTC20170058
Class Action
Washington, DC 20260

Dear Lamont:

The parties recently met at Step 4 of the grievance-arbitration process to discuss the above referenced grievance. The dispute was initiated at Step 4 by the American Postal Workers Union (APWU). The time limits were extended by mutual consent.

The issue in this case is whether it is a violation of the National Agreement to assign injured on duty employees to perform work associated with a pilot program, experimental program, or other similar program.

As full and complete resolution of this case, the parties mutually agree to the following:

Injured on duty employees will be assigned Clerk work in accordance with Article 37 and the Memorandum of Understanding (MOU), *Re: Temporary Assignment, Reassignment or Reemployment in APWU Represented Crafts of Employees Injured on the Job*, dated September 10, 2012, and the Employee and Labor Relations Manual (ELM), Section 546, *Reassignment or Reemployment of Employees Injured on Duty*.

Should any programs result in a newly created or revised position, such work shall be assigned in accordance with Article 1.5 of the Collective Bargaining Agreement, consistent with the Goldberg national arbitration award Q10C-4Q-C 14011344.

The parties further agree that any case held pending this national dispute will be resolved in accordance with this agreement and local fact circumstances. The parties agree that this settlement satisfies those local grievances directly related to the national dispute; however, the local parties may address any remaining contractual issues in accordance with the grievance/arbitration procedure at the local level.



Rickey R. Dean
Manager Contract Administration
United States Postal Service



Lamont Brooks
Assistant Clerk Craft Director
American Postal Workers Union, AFL-CIO