

**PRE-ARBITRATION SETTLEMENT AGREEMENT**

<i>DATE:</i> <b>JULY 8, 2021</b>	<i>OFFICES:</i> <b>FORMER PACIFIC AREA</b> <i>DISTRICTS:</i> <b>ALL DISTRICTS IN THE STATE OF CALIFORNIA</b>	
<i>GATS NUMBER</i> <b>E18C-4E-C 19327247 AND ALL GRIEVANCES LISTED ON ATTACHMENT 1.</b>	<i>GRIEVANT:</i> <b>CLASS ACTION</b>	<i>LOCAL No.</i> <b>PACIFIC20191</b>

**ISSUE: TACS Duties and Responsibilities/Lead Clerks**

As a final and complete settlement of the subject grievances, and without prejudice to the position of the United States Postal Service or the union in this or any other case, the following resolution has been entered into by the parties.

In full resolution of the issues identified in these disputes, the undersigned agree to resolve these grievances for a one-time lump sum payment of \$10,000,000. The Postal Service will supply the Union with a list of employees who have held Lead Clerk Bids since June 2018. The APWU will provide a listing of employee names, EINs, and amounts to be disbursed to each employee (less appropriate deductions).

It is further agreed that 20% of these monies (\$2,000,000) will be withheld from the initial disbursement for a period not to exceed 180 days (January 4, 2022) from the date of the signing of this agreement. After the expiration of that time-frame the APWU will provide a listing of employee names, EINs, and amounts to be disbursed to each employee who will receive the remaining funds. The total combined amount of the two disbursements shall not exceed \$ 10,000,000. It is understood payments made to individual employees will require usual, customary, and legal deductions and withholdings as required by law to be taken out of everyone's payment.

This agreement settles the 83 cases listed on Attachment 1 and any other grievances on this issue which may be pending, held, or have been initiated/filed at any level of the grievance procedure as of the date of the signing of this agreement.

The APWU agrees to a moratorium and will not initiate grievances or identify in any grievance any date as an infraction date on the issue of Lead Clerks performing TACS duties for a 45-day period beginning with the signing of this agreement.

The parties reaffirm that the language in two national Step 4 settlements (Q10Q-4O-C 15194931 / HQTC20150814 and Q15C-4Q-C18000314 / Q15C-4Q-C 18273555) provides that Lead Clerks perform the duties associated with the Lead Clerk Clock Office Role in TACS. The Step 4 settlement of Q15C-4Q-C18000314 / Q15C-4Q-C 18273555 provides the language which assures Lead Clerk Clock Office Role duties are performed by Clerk Craft bargaining unit employees.

**“This will ensure that the TACS duties associated with the Lead Clerk Clock Office Role are performed by Clerk Craft bargaining unit employees.”** (Bold Face added for Emphasis).

**These duties include, but are not limited to:**

1. Enter, correct and delete leave (any type) into TACS, which has not been entered via eRMS.

2. Enter employee moves into TACS,
3. Enter missing time into TACS,
4. Correct clock ring errors,
5. Enter "no lunch" rings into TACS,
6. Enter guaranteed time,
7. Enter clock rings as per PS Form 1260 and PS Form 1261,
8. Enter disallowed time as per PS Form 1017-A and PS Form 1260 or PS Form 1261,
9. Enter overtime transactions (Scheduled or Unscheduled),
10. Duties associated with entering PS Form 3189, Change of Schedule,
11. Enter higher level,
12. Run TACS reports,
13. Maintain files of forms that support time and attendance entries.
14. Assist the supervisor in preparation and/or submission of a properly approved Form 2240 payroll adjustment.

The parties agree the lead clerk(s) performs the TACS duties identified above for all bargaining unit employees within the facility.


**The following actions must be completed within 45 days of the signing of this settlement:**

Management and Local APWU Union Officials will meet to discuss the necessary actions which must be taken to successfully effectuate compliance with this settlement.

1. Pursuant to the Step 4 Agreement Q15C-4Q-C18000314 / Q15C-4Q-C 18273555, In facilities that qualify for more than one (1) Lead Clerk duty assignment, not all Lead Clerks must be assigned TACS duties, however, management must provide the required Lead Clerk Clock Office Role training to additional Lead Clerks in order to provide appropriate coverage for each tour (F1 Mail Processing), days off and leave. This will ensure that the TACS duties associated with the Lead Clerk Clock Office Role are performed by Clerk Craft bargaining unit employees.
2. Management will determine the number of Lead Clerks needed to perform the TACS duties in the Lead Clock Office Role in facilities where there are more than 1 Lead Clerk
3. If there is a mail processing location where no clerks have been given the Lead Clerk Clock Office Role training and Lead Clerks are not performing any TACS duties:
  - a. Identify all Lead Clerks in Facility by Seniority
  - b. Assign TACS duties to Senior Clerk(s) or make mutual agreement with local union to an alternate Lead clerk(s) in lieu of the senior clerk to be assigned the TACS duties pursuant to the Step 4 Q15C-4Q-C18000314/ Q15C-4Q-C18273555.
4. Management will also consult with the Local Unions to ensure compliance with all necessary LMOU provisions when changing or adding to an occupied duty assignment.

5. HR Local Services must take the necessary actions with HRSSC to officially add "Shall Perform TACS Duties – Must complete required TACS training" to the HCES Job Comments on the current Lead Clerk duty assignments that will be performing TACS duties.
6. Pursuant to the Step 4 Agreement Q15C-4Q-C18000314 / Q15C-4Q-C 18273555, the added job comments cited in the above paragraphs will continue to be included on future bid postings for those Lead Clerk duty assignments designated to perform TACS duties.
7. Learning Development & Diversity (L D & D) must run a training report of those Lead Clerks to identify who has not received the required TACS training. Those who have not been trained and have been designated to perform the duties, must complete the following courses in accordance with the CBA:
  - a. Lead Clerk Overview Training
  - b. Time and Attendance Collection System - Supervisor Training
8. If any employees identified above have received the above training, but they haven't performed any of the tasks associated with this training additional training and/or brush up training will be provided without delay.
9. Operations, HR Local Services and LD &D must make arrangements with the District TACS Coordinator to schedule all necessary training within the agreed upon 45 days.

Except as provided herein, it is understood by the parties that this Agreement is a full and final resolution of the grievances and disputes identified in this settlement. The USPS will be relieved from any further liability concerning those disputes pertaining to the 83 cases listed on Attachment 1 and any other grievances on this issue which may be pending, held, or have been initiated/filed at any level of the grievance procedure as of the date of the signing of this agreement.



07/08/2021

Karen Barber  
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USPS

 7/8/2021

Chuck Locke  
National Business Agent APWU