

September 1, 2022

**SUBJECT:** STEP ONE SETTLEMENT  
**LOCAL CASE NO:** JF-912022  
**GATS #:**  
**GRIEVANT:** Class Action

*The above grievance was discussed with you and/or your representative at Step One of the grievance procedures in accordance with the provisions of Article 8 and 37 of the National Agreement. As a final and complete settlement of the subject grievance and without prejudice to the position of either party in this or any other case, the following has been entered into by the parties.*

In a sole effort to resolve this grievance at step 1 of the grievance procedure, the parties have entered into the following binding settlement:

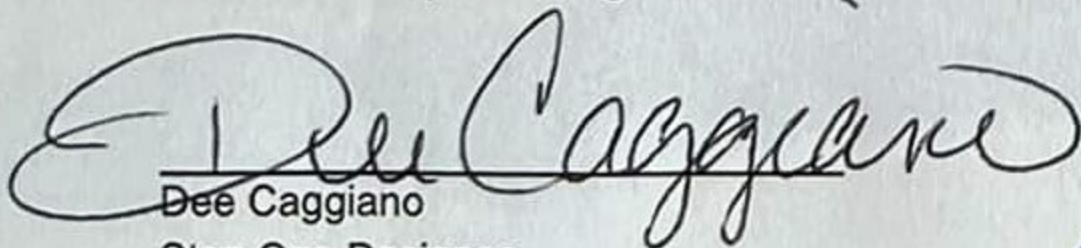
The undersigned agree that when the overtime desired list (ODL) does not provide sufficient workforce to meet the needs of the Postal Service, the National Agreement and Local Memoranda of Understanding requires the Service to mandate non-ODL employees who are not on the ODL on a rotational basis, beginning with the most junior employee. Recognizing that the excessive use of overtime is inconsistent with the best interest of postal employees and the Postal Service, it is the intent of the parties to avoid excessive mandatory overtime. While recognizing that bona fide operational requirements do exist that necessitate the use of overtime from time to time. Furthermore, paying out grievances for supervisors doing bargaining unit work is also not consistent with the best interest of the postal service,

To that end and in order to address apparent staffing deficiencies in Waupaca WI, the undersigned parties agree to post and fill 2 (two) additional full-time regular clerks to the current compliment in Waupaca as of 9/1/2022, in accordance with article 37. The undersigned parties also agree that after the bidding process is fully done that management will NOT then go back and revert a position once it becomes vacant.

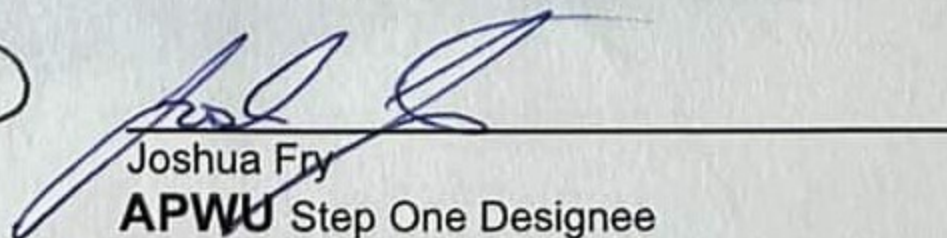
The undersigned parties also agree that these newly created positions will be posted, filled, and the persons will be trained no later than 90 days from the signing of this agreement. The undersigned parties agree that failure to post and fill the positions within 90 days will incur a monetary remedy of \$200.00 per day until the terms of this settlement are met. Also, both parties agree to pay the clerks the union designated \$4000.00 for bargaining unit work management has performed in Waupaca WI.

Furthermore, management agrees that the term 'earned' hours is a fallacy and doesn't begin to show the actual needs of the number of clerks needed to run the Waupaca WI office.

To that end this settlement represents the complete and final resolution of the subject grievance and renders same closed. Both parties agree this settlement is binding.



Dee Caggiano  
Step One Designee  
UNITED STATES POSTAL SERVICE  
MILWAUKEE DIVISION



Joshua Fry  
APWU Step One Designee