

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

Re: 6X 18T-6X-C 21354335 Part-Time Regular (PTR) National Cap Violations in the Maintenance Craft

The parties agree that the following represents resolution of all outstanding remedy issues in case 6X 18T-6X-C 21354335 / HQT20210355. Paragraphs 7 and 8 of this Settlement Agreement also provide the process the parties will follow to address and remedy future violations, if any, of the national PTR cap in the Maintenance Craft.

1. The Postal Service will do a one-time conversion to full-time status of 50 Maintenance Craft PTRs. In order to get 50 conversions, the Postal Service will identify 75 Maintenance Craft PTRs who will be offered a conversion opportunity. The employees will have the option to decline, in writing, the offer of conversion and remain in their current PTR duty assignments. If more than 50 PTRs accept the conversion, the Postal Service will determine the 50 PTRs who will be converted. If there are less than 50 PTRs that accept the conversion opportunity, additional PTRs will be identified for conversion until a total of 50 PTRs are converted as part of this one-time conversion. The parties will discuss the locations where the conversion opportunities will be offered. The PTRs will be converted in place to FTR status consistent with the duty assignment the PTR currently works, and the employee will remain at their current level. The Postal Service will issue a written offer of conversion to the identified PTRs as soon as practicable, but no later than five (5) months of the date of this settlement, with a copy of the offers to the APWU at the National level. A copy of the declination, if applicable, will be provided by the Postal Service to the APWU at the National level. Converted PTR duty assignments will be reverted once the new FTR positions are filled in accordance with paragraphs 1 and 2 of this MOU.

2. In the facilities where conversions occur pursuant to paragraph 1 above, the Postal Service will post either a Level 4 Custodian or Level 5 Building Maintenance Custodian (BMC) based on operational need as determined by the Postal Service. The parties agree that any new full-time Level 4 or Level 5 position created will be complement neutral in the installation. The positions will be filled in accordance with Article 38. No Maintenance Craft bargaining unit employee will be excessed or have their hours reduced in order to implement this Agreement.

3. Any successful bidder on a Level 5 BMC pursuant to paragraphs 1 and 7 of this Settlement Agreement will be placed in a pending qualification status, subject to successfully passing Exam 955 and the interview. The parties agree that this position is limited to in-craft posting only. If no successful in-craft bidder is identified, the Level 5 BMC position will be eliminated. If an employee does not qualify for the Level 5 BMC position, they will be a FTR Custodian at the employees' current level and facility.

4. Adjustments to staffing packages to support additional non-custodial workhours for the conversion of PTRs to FTR status will be identified on PS Form 4852, Table C, and will not count toward the weekly obligation of Line J or the annual obligation of Line H.

5. The population of Maintenance Craft PTRs who are counted towards the 2.5% cap will not include 475 Maintenance Craft PTRs assigned to POSPlan Installations (Administrative Post Office (APO) and associated Remotely Managed Post Offices (RMPOs)). Compliance with the

Maintenance Craft PTR cap percentage will be administered at the National level and will be based on the number of PTRs on-the-rolls on December 31 each calendar year.

6. The Postal Service will make a one-time payment totaling fifteen million dollars (\$15,000,000) to PTR Custodians. This one-time payment will be made in two disbursements, with the initial disbursement to occur no later than December 31, 2024. Seven hundred and fifty thousand dollars (\$750,000) will be held by the Postal Service to be disbursed at a later date. The Postal Service will provide the APWU with the information necessary to determine the eligible employees for payment for the remedy period from January 1, 2018, to December 31, 2023. Based on the information provided, the APWU will identify the employees to be paid and entitlement amount. Within six (6) months after the initial disbursement, the APWU will provide the Postal Service with the list of additional employees to be paid and the entitlement amount for the final disbursement of the remaining funds. Payments will be administered by the parties at the national level.

7. Future Maintenance Craft PTR cap violations will be remedied by converting the appropriate number of PTRs to FTR status within the craft and occupational group, if applicable, as is required to come into compliance with the Maintenance Craft 2.5% PTR cap based on the number of PTRs on-the-rolls on December 31 each calendar year. The parties at the National level will meet and discuss the locations for conversions, including consideration for the addition of Level 5 BMCs. Maintenance Craft PTRs identified for conversion will have the option to decline, in writing, the conversion opportunity. Maintenance Craft bargaining unit employees shall not be exceeded for the sole purpose of compliance with the cap requirement.

8. Maintenance Craft PTR conversions to Level 4 Custodians and/or Level 5 BMCs made pursuant to item 7 of this MOU will be completed no later than March 31 each calendar year. Following the conversions, duty assignments in the facilities where the conversions occurred will be posted and filled in accordance with Article 38. No backpay or other monetary award is due for the Maintenance Craft PTR cap violation during the conversion process. This process will be administered by the parties at the national level.

9. The parties agree that this settlement agreement resolves all outstanding issues, including local grievances held in abeyance, related to the national Maintenance Craft PTR cap violation dispute and does not prejudice the parties' positions in any other disputes.

Please sign and return the enclosed copy of this decision as your acknowledgement of agreement.

Sincerely,

Shannon Richardson

Shannon Richardson
Director, Contract Administration APWU
Labor Relations
United States Postal Service

Idowu Balogun

Idowu Balogun
National Division Director
Maintenance Division
American Postal Workers Union, AFL-CIO

Date: September 20, 2024