

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

**Re: Workforce Benefits Fund, Case Number Q10C-4Q-C 15215794**

In accordance with the terms of this Settlement Agreement, the parties agree to a full and final resolution and remedy of pending disputes involving the Workforce Benefits Fund in the above-referenced national level case, and grievances held pending the outcome of the issues in the above-referenced national level case as follows:

1. The Postal Service will make a bi-weekly contribution equal to 65% of the total premium for any Postal Support Employee (PSE) who wishes to participate in the USPS Non-career Health Care Plan (USPS Plan) for either self plus one or family coverage during a PSE's initial year of PSE employment. After the PSE's first year of employment, the Postal Service will make a bi-weekly contribution equal to 75% of the total premium for either self plus one or family coverage. Any PSE wishing to make their health care contribution on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures.

After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible non-career PSE who wants to participate in the Federal Employee Health Benefits (FEHB) Program on a pretax basis will be required to make an election to do so in accordance with applicable procedures. The total cost of any FEHB plan is the responsibility of the PSE, except as provided below.

The Postal Service will make a contribution in the amount of 75% of the total premium for any eligible PSE who selects an APWU Consumer Driven Health Plan option.

2. On an annual basis, PSEs who are assigned as PSE Sales/Service & Distribution Associates, SSDA D/A 81-4, who have met the criteria listed below, will be eligible to purchase Type 2 uniforms as outlined in the Employee and Labor Relations Manual (ELM), Section 933.2, with the same allowance as provided to eligible career retail clerks by Article 26.2.A of the National Agreement:
  - a. Completed ninety (90) work days, or have been employed for one hundred twenty (120) calendar days, whichever comes first;
  - b. Successfully completed required training; and
  - c. Meet the requirements of the ELM, Section 932.11.g, which includes, "*Retail personnel...whose official assignment at a retail counter is for minimum of 4 hours daily for 5 days a week on a continuing basis or for not less than 30 hours a week.*"

If a PSE SSDA, who has met the above criteria, is subsequently assigned to a different PSE job title, and/or no longer meets the requirements of ELM 932.11.g, stated in part c above, he/she will no longer be eligible for the uniform program.

Any PSE who has received an allowance of up to \$126 under Article 26.4 of the 2015-2018 National Agreement will receive the difference between the new allowance and the allowance previously received for 2018.

PSEs will receive the additional uniform credit authorized by Article 26.2.B with their first uniform allowance following conversion to career status.

The above-referenced uniform purchases are reimbursed by the Postal Service directly to the vendor.

3. PSEs shall be paid overtime for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Overtime pay for PSEs is to be paid at the rate of one and one-half (1-1/2) times the basic hourly straight time rate.

- Articles 8.4.C, 8.4.E, and 8.4.F of the 2015-2018 National Agreement, related to penalty overtime, will apply to PSEs. Excluding December, PSEs will receive penalty overtime pay for all work in excess of ten (10) hours in a service day or fifty-six (56) hours in a service week. Wherever two or more overtime or premium rates may appear applicable to the same hour or hours worked by a PSE, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the PSE's applicable rates shall apply.

Items 3 and 4 of this Settlement Agreement do not alter any other provisions of Article 8 related to overtime.

- Any PSE employee who is scheduled to work and who reports to work in a post office or facility with 200 or more workyears of employment shall be guaranteed four (4) hours of work or pay.
- The effective date of provisions outlined in items 1-5 of this Settlement Agreement will be as soon as practicable, but no more than 120 days from the signing of this agreement.
- The Workforce Benefits, Employment Opportunities, Training and Education Fund (Fund), as outlined in item 7 of the March 11, 2011 initialed Memorandum of Agreement between the United States Postal Service and the American Postal Workers Union, AFL-CIO, is terminated with the signing of this Settlement Agreement. In consideration of items 1-5 above, as well as the existing health benefits the Postal Service provides to PSEs, the parties recognize that the purpose and intent of the Fund has been satisfied. By signing this Settlement Agreement, the APWU hereby releases and waives any and all further claims against the Postal Service with regard to the Fund.

Except as provided herein, it is understood by the parties that this Agreement is a full and final resolution of the grievance and disputes set forth in national case #Q10C-4Q-C 15215794.



Doug A. Tulino  
Vice President Labor Relations  
United States Postal Service



Mark Dimondstein  
President  
American Postal Workers Union, AFL-CIO

Date: 6/13/18

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