

# POSTAL SUPPORT EMPLOYEES (PSEs)

Contract Language and MOUs in the Contract

/ Q&A's, Signoffs, New MOUs

3/15/13 RAP

## DEFINITIONS and GENERAL PRINCIPLES

Notations in  
BLUE represent  
Contract  
Language and  
MOU's in the  
back of the  
Contract

Numbers  
highlighted in  
GREEN are the  
page numbers in  
the Contract

### WHAT ARE POSTAL SUPPORT EMPLOYEES (PSEs)?

Ref: Article 7, Section 1. [p. 19]

Also Ref: MOU, Appendix A [p. 279]

Also Ref: MOU, Appendix A [p. 281]

### PSEs WILL REPLACE TEs and CASUALS

Ref: MOU, Appendix A, [p. 280]:

#### 1. General Principles

- f. The transitional employee and casual category of supplemental employees will be eliminated within three (3) months of the effective date of this Agreement.

Ref: MOU, Appendix B, [p. 308]:

Re: References to Casuals, TE's, and Supplemental Workforce  
The parties agree that all references to casuals, transitional employees and supplemental workforce in the 2006 CBA will be jointly reviewed and replaced with PSE wherever appropriate.

### HIRING PSEs

Ref: Article 7.1.B.8 [p. 22]:

Also Ref: MOU, Appendix A [p. 284]

Also Ref: MOU, [p. 301]:

February 18, 2011 letter to Cliff Guffey from Doug Tulino:

### LENGTH OF TIME OR TERM OF A PSE BEING HIRED

Ref: Article 7.1.B.8 [p. 22]:

Also Ref: MOU, Appendix A [p. 279]:

Also Ref: MOU, Appendix A [p. 284]

### RE: Elimination of Rural Carrier Associate/Postal Support Employee Dual Appointments

Ref: December 7, 2011 letter, Dean J. Granholm, USPS Vice President Delivery and Post Office Operations

The USPS ended the use of Rural Carrier Associates (RCA) in dual appointment positions with all Postal Support Employees effective January 12, 2012.

Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey

4. Can current PMR's be converted to PSE's?

ANSWER: PMR's will be eligible to take the appropriate examinations like any other member of the general public and, if reached during the competitive hiring process, are eligible to be hired as PSE's.

Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey

5. Can casuals be converted to PSE's?

ANSWER: Casuals will be eligible to take the appropriate examinations like any other member of the general public and, if reached during the competitive hiring process, are eligible to be hired as PSE's.

Ref: Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris

6. What is the term of employment for PSEs?

ANSWER: PSE term of employment is not to exceed 360 days and is based on operational need. There is no intent to separate a PSE for more than 5 days to disallow health benefits.

### **IN WHAT CRAFTS CAN PSEs BE HIRED AND WORK?**

**PSE's can be hired in the Clerk, Maintenance, and Motor Vehicle Crafts as follows:**

**Ref: Article 7, Section 1.B. Postal Support Employees (PSEs) [pp. 19-22]**

**Ref: MOU, Appendix A [pp. 281-284]**

#### **CLERK CRAFT**

- Article 7, Section 1.B.3. [pp. 19-20 and p. 281] - Function 1 and Function 4
- Article 7, Section 6.a. [p. 21 and p. 283] - New Work, including any former Contract Postal Unit (CPU) that is brought back in-house.

#### **MAINTENANCE CRAFT**

- Article 7, Section 1.B.3. [p. 20 and p. 282]
- Article 7, Section 6.b. [p. 21 and p. 283] - New Work, including Custodial work formerly contracted out that is brought in-house.

#### **MOTOR VEHICLE CRAFT**

- Article 7, Section 1.B.3. p 20]
- Article 7, Section 6.c. [p. 21 and p.283]- New Work, including Highway Contract Routes (HCR's) that are brought back into the Postal Service ...

### **WHAT ARE THE CAPS TO THE NUMBERS OF PSEs HIRED?**

**Ref: Article 7, Section 1.B. Postal Support Employees (PSEs) [pp. 19-20]**

**Ref: MOU, Appendix A [p. 279]:**

**Also Ref: MOU, Appendix A [pp. 281-284]:**

### **MONITORING PSE CAPS**

**Ref: Article 7 [p. 22]**

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

20. How does management determine which PSE to terminate during their term when there is a lack of work?

**ANSWER:** Clerk and Maintenance craft PSEs will be terminated for lack of work based upon inverse craft standing on the roll in the installation. MVS Craft PSE's will be terminated for lack of work based on inverse occupational group standing on the roll in the installation

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

21. When needed, how does management determine which PSE to bring back to work?

**ANSWER:** PSEs will be returned based upon their craft standing on the roll in the installation, or in the MVS Craft by their occupational group standing on the roll, for up to a one year period from their break in service.

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

12. How will PSE's working in customer service/retail or mail processing be distinguished?

**ANSWER:** To permit monitoring of the District PSE caps, customer

**Also Ref: MOU, Appendix A [pp 279-280]**

**Also Ref: MOU, Appendix A [p. 284]**

### **PSE CAREER OPPORTUNITY**

**Ref: MOU, Appendix A, [p. 291]:**

#### **3. Other Provisions**

##### **E. PSE Career Opportunity**

**When the Postal Service determines in accordance with contractual provisions that it has needs to fill vacancies with new career employees, available and qualified PSE employees will be converted to fill such vacancies on a seniority basis**

**Also REF February 18, 2011 letter from Doug Tulino to Cliff Guffey, [p.301],** which states: "... the Postal Service will apply its non-discrimination policies to the hiring processes for the new category of employee, [Postal Support Employee (PSE)], .... NOTE: This letter makes reference to the EL-312 and EL-307.

### **CONTRACT PROVISIONS REGARDING PSEs**

**Ref: MOU, Appendix A, [pages 280]:**

#### **2. Contract Provisions**

**The parties agree that only the following articles and portions of articles of the National Agreement apply to PSEs as outlined below:**

**Article 1**

**Article 2**

**Article 3**

**Article 5**

**Article 7**

**Ref: MOU, Appendix A, [pages 288]:**

#### **Article 19 – HANDBOOKS AND MANUALS**

**Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours, or working conditions shall apply to PSEs only to the extent consistent with other rights**

service/retail (Function 4) PSE's and mail processing (Function 1) PSE's will each be given a unique D/A or other identifier.

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

17.1s there a difference between the "register" from which PSE's "shall be hired" as referenced in the PSE MOU and the "hiring list"?

**ANSWER:** There is no real difference. "Hiring lists" have essentially replaced the "register" as terminology in the MOU.

**Ref: Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris**

8. How will career conversion/hiring be done?

**ANSWER:** Hiring lists for PSE's will be established by craft and employees will be converted to career according to their standing on the appropriate PSE roll. Career employees may be hired from appropriate hiring lists only when there are no PSE's on the appropriate roll in the installation eligible for conversion to career.

**Ref: Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris**

9. How does management determine which PSE will be converted to career when such opportunities occur?

**ANSWER:** PSEs will be converted to career based upon their craft (or in the case of MVS, occupational group) seniority in the installation.

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

14. Does PSE standing on a roll carry over into career appointment?

**ANSWER:** The time worked as a PSE does not carry over if a PSE attains career status. They begin their initial period of seniority when they attain career status.

**Ref: JCIM, Article 17, page 10, Question #25**

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

23. Does a PSE steward's rights impact who is selected for an available career opportunity?

**ANSWER:** No.

and characteristics of PSEs negotiated in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to PSEs pursuant to the same standards and procedures found in Article 19 of this Agreement.

Article 20

Article 22

Article 23

Article 24

Article 27

Article 28

Article 31

Article 32

Article 34

Article 36

Article 42

Article 43

Only the following Memorandums of Understanding from the 2010 National Agreement shall apply to PSEs:

Use of Privately Owned Vehicles [pp.374-375]

Leave Sharing [pp.333-334]

Leave Without Pay [p.332]

Time Limitations Concerning Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations [pp.335-336]

Removal of Social Security Number References [p. 368]

Ref: Article 10 [p.38]

Ref: Language at the end of Article 10 [p.42]

(Additional leave provisions regarding PSEs can be found in Appendix A)

	<p><u>Ref: MOU, Appendix A, [pages 287]:</u></p> <p>Article 14 Article 15 Article 17, Sections 2,3, 4, 6 and 7 Article 18 Article 19</p> <p><b>ALSO NOTE: Several other Articles have the following statement at the end of the Article:</b>  <i>“(The preceding Article, Article ____, shall apply to PSE Employees)”</i>. These Articles are identified below.</p>	
<p><b>ARTICLE 1</b> <b>Union</b> <b>Recognition</b></p>	<p><u>Ref: Language at the end of Article 1 [p. 5]</u>  (The preceding Article, Article 1, shall apply to PSEs)</p> <p><u>Ref: MOU, Appendix A, [p. 280]:</u>  Lists Article 1 as applying to PSEs.</p>	
<p><b>ARTICLE 2</b> <b>Non-</b> <b>Discrimination</b> <b>and Civil Rights</b></p>	<p><u>Ref: Language at the end of Article 2 [p. 6]</u>  (The preceding Article, Article 2, shall apply to PSEs)</p> <p><u>Ref: MOU, Appendix A, [p. 280]:</u>  Lists Article 2 as applying to PSEs.</p>	
<p><b>ARTICLE 3</b> <b>Management</b> <b>Rights</b></p>	<p><u>Ref: Language at the end of Article 3 [p. 7]</u>  (The preceding Article, Article 3, shall apply to PSEs)</p> <p><u>Ref: MOU, Appendix A, [p. 281]:</u>  Lists Article 3 as applying to PSEs.</p>	

<b>ARTICLE 4</b> <b>Technological</b> <b>and</b> <b>Mechanization</b> <b>Changes</b>		
<b>ARTICLE 5</b> <b>Prohibition of</b> <b>Unilateral Action</b>	<p><u>Ref: Language at the end of Article 5 [p. 9]</u>  (The preceding Article, Article 5, shall apply to <b>PSEs</b>)</p> <p><u>Ref: MOU, Appendix A, [p. 281]:</u>  Lists Article 5 as applying to <b>PSEs</b>.</p>	
<b>ARTICLE 6</b> <b>No Layoff or</b> <b>Reduction in</b> <b>Force</b>	<p><u>Ref: Article 6 [p. 13]:</u>  <b>B. Preconditions for Implementation of Layoff and Reduction in Force</b></p> <p>4. Before implementation of reassignment under this Article or, if necessary, layoff and reduction in force of excess employees within the installation, the Employer will, to the fullest extent possible, separate all <b>PSEs</b> within the craft and minimize the amount of overtime work and part-time flexible hours in the positions or group of positions covered by the seniority unit as defined in this Agreement or as agreed to by the parties....</p>	
<b>ARTICLE 7</b> <b>Employee</b> <b>Classifications</b>	<p><u>Ref: MOU, Appendix A, [p. 281]:</u>  Lists Article 7 as applying to <b>PSEs</b>.</p> <p><b>WHAT ARE POSTAL SUPPORT EMPLOYEES (PSEs)?</b></p> <p><u>Ref: Article 7, Section 1. [p. 19]</u>  <b>B. Postal Support Employees (PSEs)</b></p> <p>1. The <b>PSE</b> work force shall be comprised of <b>non-career bargaining unit employees</b>.</p>	

[Ref: MOU, Appendix A \[p. 279\]](#)

**1. General Principles**

- a. The PSE work force will be comprised of non-career, bargaining unit employees, which is the only category of non-career employees established to work within APWU bargaining units.

[Ref: MOU, Appendix A \[p. 281\]](#)

**Article 7 – EMPLOYMENT CLASSIFICATION**

**B. Postal Support Employees (PSEs)**

1. The PSE work force shall be comprised of non-career bargaining unit employees.

**HIRING PSEs**

[Ref: Article 7.1.B.8 \[p. 221\]](#)

8. PSEs shall be hired from an appropriate register pursuant to such procedures as the Employer may establish. ...

[Ref: MOU, Appendix A \[p 284\]](#)

**Article 7 – EMPLOYMENT CLASSIFICATION**

**B. Postal Support Employees (PSEs)**

8. PSEs shall be hired from an appropriate register pursuant to such procedures as the Employer may establish. ...

[Ref: MOU, \[p. 301\]](#)

February 18, 2011 letter to Cliff Guffey from Doug Tulino:

As discussed during negotiations, the Postal Service will apply its non-discrimination policies to the hiring processes for the new category of employee, [Postal Support Employee (PSE)], in the same manner as those policies apply to career employees and the same avenues of enforcement will be available with respect to the hiring of [PSEs] as are available with respect to the hiring of career employees. The non-discrimination policies include the commitment in Employee and Labor

Ref: Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris

6. What is the term of employment for PSEs?

**ANSWER:** PSE term of employment is not to exceed 360 days and is based on operational need. There is no intent to separate a PSE for

Relations Manual (ELM), section 311.12, to not discriminate in personnel decisions on the basis of race, color, religion, sex, national origin, age, or disability as provided by law...

#### **LENGTH OF TIME OR TERM OF A PSE BEING HIRED**

**Ref: Article 7.1.B.8 [p. 22]:**

8. ... They will be hired for a term not to exceed 360 calendar days per appointment. ... PSEs will have a break in service of at least 5 days, if reappointed.

**Ref: MOU, Appendix A [p. 279]:**

#### **1. General Principles**

b. PSEs will be hired for a term not to exceed 360 calendar days and will have a break in service of at least 5 days, if reappointed.

**Ref: MOU, Appendix A [p 284]**

#### **Article 7 – EMPLOYMENT CLASSIFICATION**

##### **B. Postal Support Employees (PSEs)**

8. ... They will be hired for a term not to exceed 360 calendar days per appointment. ... PSEs will have a break in service of at least 5 days, if reappointed.

#### **IN WHAT CRAFTS CAN PSEs BE HIRED AND WORK?**

PSE's can be hired in the Clerk, Maintenance, and Motor Vehicle Crafts as follows:

**Ref: Article 7, Section 1.B. Postal Support Employees (PSEs) [pp. 19-22]**

**Ref: MOU, Appendix A [pp. 281-284]**

#### **Article 7 – EMPLOYEE CLASSIFICATION**

##### **Section 1 – Definition and Use**

##### **B. Postal Support Employees (PSEs)**

#### **CLERK CRAFT**

- Article 7, Section 1.B.3. [pp. 19-20 and p. 281] - Function 1 and Function 4

more than 5 days to disallow health benefits.

#### **Remedy - Mike Morris, Dir. Industrial Relations:**

Inquiries from the field have arisen suggesting the inappropriate remedy of converting the affected PSE to career status. That is NOT a proper remedy. **Under no circumstance would it ever be appropriate to request that PSEs be converted to career status as a result of a violation of 7.1.B.8.** To do so would work to the disadvantage of PSEs who have superior seniority rights to conversion to career under the terms of the CBA and also would open the door for game playing, nepotism, etc. by management.

When a PSE is permitted to work more than 360 calendar days without a five day break in service, there is a clear violation of the CBA. That PSE is performing bargaining unit work while being improperly employed. The APWU bargaining unit is harmed and should be compensated at the appropriate rate for every hour the PSE improperly works from day 360 until a five day break in service occurs. Historically, this is the remedy we requested and traditionally were awarded when non-career employees (casuals) worked beyond their two 90 day terms (or later 360 day term).

The USPS also would forfeit any right it may have had to separate the PSE upon completion of their 360-day term pursuant to the PSE MOU.



- Article 7, Section 6.a. [p. 21 and p. 283] - New Work, including any former Contract Postal Unit (CPU) that is brought back in-house.

#### **MAINTENANCE CRAFT**

- Article 7, Section 1.B.3. [p. 20 and p. 282]
- Article 7, Section 6.b. [p. 21 and p. 283] - New Work, including Custodial work formerly contracted out that is brought in-house.

#### **MOTOR VEHICLE CRAFT**

- Article 7, Section 1.B.3. p 20]
- Article 7, Section 6.c. [p. 21 and p.283]- New Work, including Highway Contract Routes (HCR's) that are brought back into the Postal Service ...

#### **WHAT ARE THE CAPS TO THE NUMBERS OF PSEs HIRED?**

**Ref: MOU, Appendix A [p. 279]:**

##### **1. General Principles**

- d. For PSE percentage use allowances, see Article 7.1.B.

**Ref: MOU, Appendix A [pp. 281-284]:**

##### **2. Contract Provisions**

##### **Article 7 – EMPLOYEE CLASSIFICATION**

##### **Section 1. Definition and Use**

##### **B. Postal Support Employees (PSEs)**

**Ref: Article 7, Section 1.B. Postal Support Employees (PSEs) [pp. 19-20 and pp. 281-282]**

#### **CLERK CRAFT**

##### **Function 1 and Function 4**

- 3. In the Clerk Craft, the total number of PSEs used in mail processing (function one) within a District, will not exceed 20% of the total number of career mail processing (function one) clerk craft employees within that District, except in

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

19. Article 7.B.3 of the PSE MOU reads, "In the Clerk Craft, ... except in accounting periods 3 and 4, *beginning two (2) years from the effective date of the contract.*" Does the "beginning two (2) years from the effective date of the contract" provision apply to the entire sentence or only to the accounting periods 3 and 4 exception?

**ANSWER:** The exception, eliminating the 20% PSE cap during accounting periods 3 and 4 begins 2 years from the effective date of the Agreement, May 23, 2013.

**accounting periods 3 and 4, beginning two (2) years from the effective date of the contract.**

**The total number of PSEs used in retail/customer services (function four) within a District will not exceed 20% of the total number of career retail/customer services (function four) clerk craft employees within that District.**

**The number of PSEs derived from the retail/customer services (function four) percentage may be used in function one and when doing so will not count against the 20% mail processing (function one) District cap. ...**

**4. In Level 22 and above office, PSEs in retail/customer services (Function 4) who work the window will not exceed 10% of the career retail clerks in that installation whose duties include working the window. The rounding-up rule of .5 and above applies.**

**In Level 21 and below offices, PSEs in retail/customer services (Function 4) who work the window will not exceed 20% of the career retail clerks in that installation whose duties include working the window. The rounding up rule of .5 and above applies.**

**When the hours worked by a PSE on the window demonstrates the need for a full-time preferred duty assignment, such assignment will be posted for bid within the section.**

**PSEs who work the window may work in relief of employees holding duty assignments on the window.**

#### **MAINTENANCE CRAFT**

**Ref: Article 7, Section 1.B. Postal Support Employees (PSEs) [p.20 and p. 282]**

**3. ... In the Maintenance Craft, the total number of PSEs used within a District will not exceed 10% of the**

total number of career maintenance craft employees within that District. ...

**MOTOR VEHICLE CRAFT**

Ref: Article 7, Section 1.B. Postal Support Employees (PSEs) [p. 20 and p. 282]

3. ... In the Motor Vehicle Craft, the total number of PSEs used within a District will not exceed 10% of the total number of career motor vehicle craft employees within that District, except in accounting periods 3 and 4, beginning two (2) years from the effective date of the contract. ...

*NOTE:*

Ref: Article 7, Section 1.B. Postal Support Employees (PSEs) [pp. 21-22] Ref: MOU, Appendix A, [p 283]

**Article 7 – EMPLOYEE CLASSIFICATIONS**

**B. Postal Support Employees (PSEs)**

6. In addition to the caps in paragraph 3 above, PSEs will not be counted towards the allowable percentages of PSEs within a District when employed for new work that is brought into the bargaining units covered by this Agreement, including work being contracted out that is brought in-house, as follows:

a. In the Clerk Craft, in any former Contract Postal Unit (CPU) that is brought back in-house, unless it is a full-service unit or it primarily provides postal services.

b. In the Maintenance Craft, for custodial work formerly contracted out that is brought in-house, subject to the provisions of the Maintenance Craft Jobs Memo.

c. In the Motor Vehicle Craft, for highway contract routes (HCR's) that are brought back into the Postal Service and assigned to postal employees, subject to the provisions of the Motor Vehicle Craft Jobs Memo.

d. The Employer and the Union may agree upon the

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

12. How will PSE's working in customer service/retail or mail processing be distinguished?

**ANSWER:** To permit monitoring of the District PSE caps, customer service/retail (Function 4) PSE's and mail processing (Function 1) PSE's will each be given a unique D/A or other identifier.

use of additional PSEs in other circumstances when new or contracted work is brought in-house, or when new retail initiatives that are not full-service post offices are established.

*NOTE:*

Ref: Article 7.1.B. Postal Support Employees (PSEs) [p. 21]:

(X-Ref: MOU, Appendix A, [pp. 282-283]):

5. Any non-APWU bargaining unit employee on light or limited duty in an APWU craft or on a rehabilitation assignment in an APWU craft who does not hold a bid assignment will not be counted as a career employee for the purpose of determining the number of PSEs who may be employed in that APWU craft.

#### **MONITORING PSE CAPS**

Ref: Article 7 [p. 22]

Section 1.B. Postal Support Employees

7. The Postal Service will provide a report every four week reporting period with information needed to monitor compliance with the provisions above, i.e. the total number of career bargaining unit employees and PSEs by craft, function, installation and District.

Ref: MOU, Appendix A [pp 279-280]

#### **1. General Principles**

e. The Postal Service will provide a report every four week reporting period with information needed to monitor compliance with the provisions above, i.e. the total number of career bargaining unit employees and PSEs by craft, function, installation and District.

Ref: MOU, Appendix A [p. 284]

#### **Article 7 – EMPLOYEE CLASSIFICATION**

##### **B. Postal Support Employees (PSEs)**

7. The Postal Service will provide a report every four week reporting period with information needed to

monitor compliance with the provisions above, i.e. the total number of career bargaining unit employees and PSEs by craft, function, installation and District.

#### **PSE WORK ASSIGNMENT GUARANTEES**

**Ref: MOU, Appendix A [p 284]**

#### **Article 7 – EMPLOYMENT CLASSIFICATION**

8. ...Such employees have no daily or weekly work hour guarantees, except as provided for in Article 8.8.D.

...

**Ref: Article 7.1.B.8 [p. 22]:**

8. ... Such employees have no daily or weekly work hour guarantees, except as provided for in Article 8.8.D.

...

**Also X-Ref: Article 8.8 [p. 30]**

D. Any PSE who is scheduled to work and who reports shall be guaranteed two (2) hours of work or pay.

**Also X-Ref: MOU, Appendix A [p 285]**

#### **Article 8 – HOURS OF WORK**

D. Any PSE who is scheduled to work and who reports shall be guaranteed two (2) hours of work or pay.

#### **PSE WORK ASSIGNMENTS vs CAREER EMPLOYEES**

**Ref: Article 7, Section 1. [p. 19]**

#### **B. Postal Support Employees (PSEs)**

2. During the course of a service week, the Employer will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to PSEs.

**Ref: MOU, Appendix A [page 281]**

#### **Article 7 – EMPLOYMENT CLASSIFICATION**

#### **B. Postal Support Employees (PSEs)**

2. During the course of a service week, the Employer

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

16. May PSE's be scheduled to perform work if a part-time flexible in that office is available and qualified to perform that work at the straight time rate?

**ANSWER:** During the course of a service week, the Employer will make every effort to insure that available and qualified part-time flexible clerks are utilized at the straight-time rate prior to assigning such work to PSE's.

	<p>will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to PSEs.</p>	
<p><b>ARTICLE 8</b> Hours of Work</p>	<p><b>HOURS OF WORK FOR PSEs</b></p> <p><u>Ref: Article 8 [pp. 25-26]</u> <u>X-Ref: MOU Appendix A [p. 284]</u></p> <p><b>2. Contract Provisions</b> <b>Article 8 – HOURS OF WORK</b></p> <p><b>Section 2. Work Schedules</b></p> <p>A. The employee’s service week shall be a calendar week beginning at 12:01 .m. Saturday and ending at 12 midnight the following Friday.</p> <p>B. The employee’s service day is the calendar day on which the majority of work is scheduled. Where the work schedule is distributed evenly over two calendar days, the service day is the calendar day on which such work schedule begins.</p> <p>C. The employee’s normal work week is five (5) service days, each consisting of eight (8) hours, within ten (10) consecutive hours, except as provided in Section 1 of this Article. As far as practicable the five days shall be consecutive days within the service week.</p> <p>D. In postal installations which have 200 or more man years of employment in the regular work force, career employees in mail processing operations, transportation and vehicle maintenance facility operations will have consecutive scheduled days off, unless otherwise agreed to by the parties at the local level.</p> <p><b>Section 3. Exceptions</b> The above shall not apply to part-time employees and <b>PSEs</b>.</p> <p>Part-time employees will be scheduled in accordance with the above rules, except they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal</p>	

work week.

PSEs will be scheduled in accordance with Section 2.A and B of this Article.

#### **OVERTIME WORK RULES FOR PSEs**

Ref: Article 8 [pp. 26-27]

X-Ref: MOU Appendix A [p. 285]

### **2. Contract Provisions**

#### **Article 8 – HOURS OF WORK**

##### **Section 4. OVERTIME WORK**

###### **G. Overtime Work PSEs**

PSEs shall be paid overtime for work performed in excess of forty (40) work hours in any service week. Overtime pay for PSEs is to be paid at the rate of one and one half (1 ½) times the basic hourly straight-time rate.

When an opportunity exists for overtime for qualified and available full-time employees, doing similar work in the work location where the employees regularly work, prior to utilizing a PSE in excess of eight (8) work hours in a service day, such qualified and available full-time employees on the appropriate Overtime Desired List will be selected to perform such work in order of their seniority on a rotating basis.

#### **PSE OPTING – CLERK AND MOTOR VEHICLE CRAFTS ONLY**

Ref: MOU Appendix A [pp. 292-293]

X-Ref: Article 8.4.G [p. 27]

X-Ref: Article 37.3.F.3 , 37..3.F.4, 37.3.F.5, and 37.3.F.7

X-Ref: Article 39.1.J [p 230]

### **3. Other Provisions Contract Provisions**

#### **F. Opting**

A PSE may only occupy full-time (traditional or nontraditional) duty assignments in accordance with these rules. This does not prohibit PSEs from working assignments that do not constitute a duty assignment.

In the Clerk and Motor Vehicle Crafts, where practicable, PSEs will be allowed to opt on a seniority basis for fulltime (traditional and nontraditional) vacant, residual assignments in the installation for which they are qualified and which are not assigned to career employees. Such opting does not create any work hour or assignment guarantees.

Hours worked by PSEs in opted non-traditional full-time assignments of more than eight hours in a work day or forty hours in a work week will be an exception, for the portion of their assignment which exceeds eight hours in a day and forty hours in a week, to the contractual obligation pursuant to Article 8.4.G to utilize the Overtime Desired List.

In the Clerk Craft, existing provisions of Article 37.3.F.5 and 37.3.F.7 apply prior to a PSE opting for the assignment. In addition, Article 37.3.F.3 and 37.3.F.4 will be modified so as to permit all bidders to train and attempt to qualify before the duty assignment becomes residual and available for assignment of unencumbered employees, PTF preferencing (unless being withheld), and finally for PSE opting. However, qualified PSEs may be utilized to backfill vacancies while full-time or part-time employees are in training pending qualification. In addition, any such assignment will be posted for bid as a vacant duty assignment or reverted pursuant to Article 37.3 on the occasion of the PSE's break in service.

In the Motor Vehicle Craft, any assignment opted by a PSE will be posted for bid as a vacant duty assignment or reverted on the occasion of the PSE's break in service.

**NOTE: THERE IS NO SUNDAY PREMIUM PAYMENT FOR PSEs**

**Ref: Article 8, p. 29]**

**Section 6. SUNDAY PREMIUM PAYMENT**

**NOTE: There are no negotiated provisions in Article 8 for PSE's to receive Sunday premium pay**

**NIGHT SHIFT DIFFERENTIAL FOR PSEs**

**Ref: Article 8, [p. 29]**



## **Section 7. Night Shift Differential**

**Ref: MOU, Appendix A, [p. 285]:**

### **Section 7. Night Shift Differential**

For time worked between the hours of 6:00 p.m. and 6:00 a.m., employees shall be paid additional compensation at the applicable flat dollar amount at each pay grade and step in accordance with the attached table (Table 3)

**X-Ref: Table 3 [p. 38].**

<b><u>Grade</u></b>	<b><u>Hourly Rate</u></b>
3	\$0.92
4	\$0.93
5	\$1.05
6	\$1.12
7	\$1.19
8	\$1.21

## **WORK HOUR GUARANTEES FOR PSEs**

**Ref: Article 8, [p. 30]**

### **Section 8. Guarantees**

D. Any PSE who is scheduled to work and who reports shall be guaranteed two (2) hours of work or pay.

**Also Ref: MOU, Appendix A, [page 285]**

D. Any PSE who is scheduled to work and who reports shall be guaranteed two (2) hours of work or pay.

## **WASH-UP TIME FOR PSEs**

**Ref: Article 8, [page 30]**

**X-Ref: MOU, Appendix A, [page 286]**

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

(The preceding paragraph, Article 8.9, shall apply to PSEs.)

**ARTICLE 9**  
**Salaries and**  
**Wages**

**PSE HOURLY PAY RATES**

Ref: Article 9, Table Three [page 38]

Also Ref: MOU, Appendix A, [page 280]:

Re: Postal Support Employees

The parties agree to the following general principles concerning Postal Support Employees (PSEs):

**1. General Principles**

g. The hourly rates for PSEs on the effective date of this Agreement shall be as follows:

<u>Grade</u>	<u>Hourly Rate</u>
3	\$12.00
4	\$12.38
5	\$13.74
6	\$14.60
7	\$15.52
8	\$15.85

Should it be necessary for recruitment or retention of PSEs, the Postal Service may pay higher hourly rates, with the concurrence of the Union.

Whenever contracting or in sourcing is under consideration, the Union may propose different hourly rates for competitive purposes.

**PSE NIGHT DIFFERENTIAL RATES**

Ref: Article 9, Table Three [page 38]:

Also Ref: Article 8, Section 7, [p. 29]

Also Ref: MOU, Appendix A, [p. 285]:

Section 7. Night Shift Differential

<u>Grade</u>	<u>Hourly Rate</u>
3	\$0.92
4	\$0.93

Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey

7. How is a PSE grade determined for each PSE?

**ANSWER:** The PSE will be hired at the grade for the position in question . An example would be a PSE hired to work as a mail processing clerk would be hired as a Grade 6 PSE, as career mail processing clerks would be hired at level 6.

Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey

8. What happens if a PSE works at a lower level than his current grade, e.g., a level 6 PSE performs the work of a level 4 career employee?

**ANSWER:** The PSE continues to be paid at the level 6.

	<p>5 \$1.05 6 \$1.12 7 \$1.19 8 \$1.21</p> <p><b>PSE SALARY INCREASES</b>  <b>Ref: Article 9, Section 7. Postal Support Employees</b>  <b>[page 34]</b>  <b>Also Ref: MOU, Appendix A [page 286]:</b>  <b>The hourly rates for PSEs shall be adjusted by the general increases provided for in Article 9.1. In addition, PSEs will receive the following wage adjustments:</b></p> <p><b>Effective November 17, 2012, the hourly rates for all grades shall be increased by 1.0%.</b></p> <p><b>Effective November 16, 2013, the hourly rates for all grades shall be increased by 1.0%.</b></p> <p><b>Effective November 15, 2014, the hourly rates for all grades shall be increased by 1.5%.</b></p> <p><b>All percentage increases are applied to the wage rates in place on the effective date of this Agreement.</b></p>	
<p><b>ARTICLE 10</b> <b>Leave</b></p>	<p><b>Ref: Article 10 [p.38]</b>  <b>X-Ref MOU, Re: Postal Support Employees, [pp.286-287]</b>  <b>Section 2. Leave Regulations</b>  A. The leave regulations in Subchapter 510 of the Employee and Labor Relations Manual, insofar as such regulations establish wages, hours and working conditions of employees covered by this Agreement, <b>other than PSEs</b>, shall remain in effect for the life of this Agreement.</p> <p>B. Career employees will be given preference over non-career employees when scheduling annual leave. This preference will</p>	<p><b>Ref: Q&amp;A, October 20, 2011, Michael A. Mlaker / Mike Morris</b>  10. Are PSEs eligible for FMLA protected leave?  <b>ANSWER:</b> Yes. PSE's who meet eligibility requirements- employment with the USPS for an accumulated total of 12 months over the past 7 years (including any prior career or non-career service) and have worked a minimum of 1250 hours (including any prior career or non-career service) during the 12 month period immediately preceding the date the leave begins - are eligible for FMLA protected leave.</p> <p><b>Ref: Arbitration E10C-1E-D 12230417, Harrington, Denver, CO</b>  <b>Arbitrator Arthur T. Voss, dated November 1, 2012</b></p>

take into consideration that scheduling is done on a tour-by-tour basis and that employee skills are a determining factor in this decision.

(The preceding paragraph, Article 10.2B, applies to **PSEs**)

**Ref: Language at the end of Article 10 [p.42]**

(Additional leave provisions regarding **PSEs** can be found in Appendix A)

### **HOW DO PSEs EARN ANNUAL LEAVE?**

**Ref: MOU, Appendix A, [p 279]**

#### **1. General Principles**

- c. Leave provisions for PSEs are included in Attachment A.

**Ref: MOU, ATTACHMENT A, POSTAL SUPPORT EMPLOYEE (PSE) ANNUAL LEAVE PROVISIONS, [pp 294-296]**

#### **I. GENERAL**

- A. Purpose. Annual leave is provided to PSEs for rest, recreation, emergency purposes, and illness or injury.

**1. Accrual of Annual Leave. PSEs earn annual leave based on the number of hours in which they are in a pay status in each pay period.**

Rate of Accrual	Hours in Pay Status	Hours of Annual Leave Earned Per Pay Period
1 hour for each unit of 20 hours	20	1
	40	2
in pay status in	60	3
Each pay period	80	4 (max)

**2. Biweekly Crediting. Annual leave accrues and is credited in whole hours at the end of each biweekly pay**

PSE terminated – Attendance - FMLA

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

2. Will PSE Leave Accrual rules be identical to those currently in place for APWU TEs?

**ANSWER:** Yes.

**X-Ref: JCIM, Article 10, p. 8**

**ANNUAL LEAVE ACCRUAL – POSTAL SUPPORT EMPLOYEES**

**NOTE: ELM 512.313.c.(1)** “Any employee whose appointment is made effective after the first Monday of a pay period does not receive leave credit for service performed during that pay period.”

**X-Ref: JCIM, Article 10, p. 8**

**ANNUAL LEAVE ACCRUAL – POSTAL SUPPORT EMPLOYEES**

**X-Ref: JCIM, Article 10, p. 8**

**ANNUAL LEAVE ACCRUAL – POSTAL SUPPORT EMPLOYEES**

period.

**3. Payment For Accumulated Annual Leave.** A separating PSE may receive a lump-sum payment for accumulated annual leave subject to the following condition:

**a.** A PSE whose separation is effective before the last Friday of a pay period does not receive credit or terminal leave payment for the leave that would have accrued during that pay period.

#### **HOW DO PSEs APPLY FOR ANNUAL LEAVE?**

#### **II. AUTHORIZING ANNUAL LEAVE**

**A. General.** Except for emergencies, annual leave for PSEs must be requested on Form 3971 and approved in advance by the appropriate supervisor.

#### **PSEs AND ABSENCES DUE TO EMERGENCIES, ILLNESS OR INJURY**

**B. Emergencies and Illness or Injury.** An exception to the advance approval requirement is made for emergencies and illness or injury; however, in these situations, the PSE must notify appropriate postal authorities as soon as possible as to the emergency or illness/injury and the expected duration of the absence. As soon as possible after return to duty, PSEs must submit Form 3971 and explain the reason for the emergency or illness/injury to their supervisor. Supervisors approve or disapprove the leave request. When the request is disapproved, the absence may be recorded as AWOL at the discretion of the supervisor as outlined in Section IV.B below.

#### **PSEs AND UNSCHEDULED ABSENCES**

#### **III. UNSCHEDULED ABSENCE**

**A. Definition.** Unscheduled absences are any absences

from work that are not requested and approved in advance.

- B. **PSE Responsibilities.** PSEs are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In addition, PSEs must provide acceptable evidence for absences when required.

**USE OF PS FORM 3971**

**IV. FORM 3971, REQUEST FOR, OR NOTIFICATION OF, ABSENCE**

- A. **Purpose.** Application for annual leave is made in writing, in duplicate, on Form 3971, Request for, or Notification of, Absence.
- B. **Approval/Disapproval.** The supervisor is responsible for approving or disapproving application for annual leave by signing Form 3971, a copy of which is given to the PSE. If a supervisor does not approve an application for leave, the disapproved block on Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the reasons for disapproval must be noted. AWOL determinations must be similarly noted.

**Ref:** MOU, [p 332]

**Re: Paid Leave and LWOP**

The parties agree that an employee need not exhaust annual leave and/or sick leave before requesting leave without pay. As soon as practicable after the signing of the 1990 National Agreement, Employee and Labor Relations Manual (ELM) Exhibit 514.4(d) will be amended to conform to this Agreement.

The parties further agree that this Memorandum does not affect the administrative discretion set forth in ELM Part 514.22, nor is it intended to encourage any additional leave usage.

(The preceding MOU applies to APWU PSEs)

<b>ARTICLE 11</b> <b>Holidays</b>	<p><b>SCHEDULING CAREERS AND PSEs TO WORK HOLIDAYS</b></p> <p><u>Ref: Article 11, Section 6. [p. 44]</u></p> <p>B. As many full-time and part-time regular employees as can be spared will be excused from duty on a holiday or designated holiday. Such employees will not be required to work on a holiday or day designated holiday unless all PSE's and part-time flexible, <b>(in Level 20 and below post offices)</b> are utilized to the maximum extent possible even if the payment of overtime is required, and unless all full-time regulars with the needed skills who wish to work on the holiday have been afforded an opportunity to do so.</p> <p><u>Ref: Article 11, Section 6. [p.45]</u></p> <p><u>Also Ref: MOU, Appendix A, Article 11 – HOLIDAYS [p. 287]</u></p> <p><b>D. Postal Support Employees</b></p> <p>PSEs will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a nonscheduled day or any full-time non-volunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.</p>	
<b>ARTICLE 12</b> <b>Principles of Seniority, Posting and Reassignments</b>	<p><u>Ref: Article 12 [p. 45]</u></p> <p><b>Section 1. Probationary Period</b></p> <p>A. <b>The probationary period for a new employee shall be ninety (90) calendar days. The Employer shall have the right to separate from its employ any probationary employees at any time during the probationary period and these probationary employees shall not be</b></p>	<p><b>DO PSEs HAVE A PROBATIONARY PERIOD WHEN FIRST HIRED, OR UPON BEGINNING A SUBSEQUENT TERM AFTER THE REQUIRED 5-DAY BREAK IN SERVICE?</b> <u>Ref: APWU National</u></p> <p><b>Position:</b> PSEs do not have a probationary period because it is only discussed in the contract under Article 12, which only addresses career employees. The JCIM on page 154, Article 16.10, says that "PSEs may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be subjected to the grievance-arbitration procedure,</p>

permitted access to the grievance procedure in relation thereto. ...

**Ref: Article 12** [p. 49]

**Section 4. Principles of Reassignments**

**D. In order to minimize the impact on employees in the regular work force, the Employer agrees to separate, to the extent possible, PSEs working in the affected craft and installation prior to excessing any regular employee in that craft out of the installation. The junior full-time employee who is being excessed has the option of reverting to part-time flexible status in his/her craft, or of being reassigned to the gaining installation.**

**Ref: Article 12** [pp. 50-51]

**Section 5. Reassignments**

**B. Principles and Requirements**

**2. The Vice-President, Area Operations shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned. Management shall identify duty assignments within the appropriate radius held by PSEs which shall be made available for the reassignment of excess career employees. When positions are withheld, local management will periodically review the continuing need for withholding such positions and discuss with the union the results of such review.**

**Also Ref: MOU** [p. 336]:

**Re: Article 12.5.B.2**

**The parties agree that Article 12.5.B.2 shall be amended to include the need to identify duty assignments within the appropriate radius currently held by PSEs which shall be**

provided that within the immediately preceding six months, the employee has completed 90 work days, or has been employed for 120 calendar days, whichever comes first.

In addition, on page 70 of the **JCIM** it says that NEW PSEs cannot use their AL within the first 90 days. However, in their subsequent 360 days they do not have to wait 90 days again.

So, this is the argument that they do not serve another 90/120 every time they get reappointed.

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

45. Article 12.5.8.2 is amended to include the need to identify duty assignments currently held by PSE's which shall be made available for reassignment of excess career employees. Which duty assignments does this include?

**ANSWER:** In addition to those residual duty assignments into which PSE's have opted to occupy, the parties shall identify the existence of any other duty assignments occupied by PSEs in order to minimize the impact of excessing on full-time career employees in the regular work force.

**Ref: Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris**

5. If an office has residual vacancies which are not under any Article 12 withholding, must the PSE with the highest standing on the applicable PSE roll be converted to career and assigned?

**ANSWER:** No. However, in the Clerk and Motor Vehicle (MVS) crafts, PSE's will be permitted to opt for these available residual duty assignments. based on their standing on the applicable PSE roll. Such opting does not create any work hour or work assignment guarantees.

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

22. Will a PSE who serves as an APWU steward have rights over other PSE's when it is necessary to let PSE's go because of lack of work or when there is an opportunity to bring PSE's back to work?

**ANSWER:** Yes.



made available for the reassignment of excess career employees.

[Ref: Article 12](#) [p. 59]

**C. Special Provisions on Reassignments**

**5. Reduction in the Number of Employees in an Installation Other Than by Attrition**

a. Reassignments within installation. When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition, that installation:

...

(2) Shall, to the extent possible, minimize the impact on regular work force employees by separation of all PSEs;

**ARTICLE 13  
Assignment of  
Ill or Injured  
Regular  
Workforce  
Employees**

[Ref: MOU, Appendix A](#), [p. 289]:

**3. Other Provisions**

**A. Light Duty**

Article 13 does not apply to PSEs. However Article 13 does not prohibit the assignment of PSEs to light duty.

[Ref: Article 13](#) [p. 72]:

**Section 4. General Policy Procedures**

A. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the PSEs. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.

*NOTE:*

[Ref: Article 7.1.B. Postal Support Employees \(PSEs\)](#) [p. 21]:

	<p><u>(X-Ref: MOU, Appendix A, [pp. 282-283]):</u></p> <p>5. Any non-APWU bargaining unit employee on light or limited duty in an APWU craft or on a rehabilitation assignment in an APWU craft who does not hold a bid assignment will not be counted as a career employee for the purpose of determining the number of PSEs who may be employed in that APWU craft.</p>	
<p><b>ARTICLE 14</b> <b>Safety and Health</b></p>	<p><u>Ref: Language at the end of Article 14 [p. 86]</u> (The preceding Article, Article 14, shall apply to PSEs)</p> <p><u>Ref: MOU, Appendix A, [p. 287]:</u> Lists Article 14 as applying to PSEs.</p>	
<p><b>ARTICLE 15</b> <b>Grievance-Arbitration Procedure</b></p>	<p><u>Ref: Language at the end of Article 15 [p. 106]</u> (The preceding Article, Article 15, shall apply to PSEs)</p> <p><u>Also Ref: MOU, Appendix A, [pp. 289-290]</u></p> <p><b>3. Other Provisions</b></p> <p><b>B. Article 15</b></p> <p>1. The parties recognize that PSEs will have access to the grievance procedure for those provisions which the parties have agreed apply to PSEs.</p> <p>2. Nothing herein will be construed as a waiver of the employer's obligation under the National Labor Relations Act. PSEs will not be discharged for exercising their rights under the grievance-arbitration procedure.</p> <p>3. The separation of PSEs upon completion of their 360-day term and the decision to not reappoint PSEs to a new term are not grievable. PSEs may be separated for lack of work at any time. Such separation is not grievable except where it is alleged that the separation is pretextual. PSEs separated for lack of work before the end of their term will</p>	

	<p>be given preference for reappointment ahead of other applicants who have not served as PSEs if the need for hiring arises within one (1) year of their separation.</p> <p>PSEs may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be subject to the grievance-arbitration procedure, provided that within the immediately preceding six months, the employee has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first.</p> <p>In the case of removal for cause within the term of an appointment, a PSE employee shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement.</p>	
<p><b>ARTICLE 16</b> <b>Discipline</b> <b>Procedure</b></p>	<p><u><a href="#">Ref: Language at the end of Article 16 [p. 112]</a></u> (Additional provisions regarding the discipline or removal of Postal Support Employees can be found in the APWU Postal Support Employee Memorandum)</p> <p><u><a href="#">Ref: MOU, Appendix A, [pp. 289-290]</a></u></p> <p><b>3. Other Provisions</b></p> <p><b>B. Article 15</b></p> <p><b>1. The parties recognize that PSEs will have access to the grievance procedure for those provisions which the parties have agreed apply to PSEs.</b></p> <p><b>2. Nothing herein will be construed as a waiver of the employer's obligation under the National Labor Relations Act. PSEs will not be discharged for exercising their rights under the grievance-arbitration procedure.</b></p> <p><b>3. The separation of PSEs upon completion of their 360-day term and the decision to not reappoint PSEs to a new term are not grievable. PSEs may be separated for lack of</b></p>	<p><b>Ref: Q&amp;A, June 28, 2011, Doug A. Tulino / Cliff Guffey</b> 20. How does management determine which PSE to terminate during their term when there is a lack of work? <b>ANSWER:</b> Clerk and Maintenance craft PSEs will be terminated for lack of work based upon inverse craft standing on the roll in the installation. MVS Craft PSE's will be terminated for lack of work based on inverse occupational group standing on the roll in the installation</p> <p><b>Ref: Q&amp;A, June 28, 2011, Doug A. Tulino / Cliff Guffey</b> 22. Will a PSE who serves as an APWU steward have rights over other PSE's when it is necessary to let PSE's go because of lack of work or when there is an opportunity to bring PSE's back to work? <b>ANSWER:</b> Yes.</p> <p><b>Ref: Q&amp;A, June 28, 2011, Doug A. Tulino / Cliff Guffey</b> 24. May PSE's be removed for reasons other than lack of work? <b>ANSWER:</b> PSE's may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be subject to the grievance-arbitration procedure, provided that within the immediately preceding six months, the PSE has completed ninety (90)</p>

	<p>work at any time. Such separation is not grievable except where it is alleged that the separation is pretextual. PSEs separated for lack of work before the end of their term will be given preference for reappointment ahead of other applicants who have not served as PSEs if the need for hiring arises within one (1) year of their separation.</p> <p>PSEs may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be subject to the grievance-arbitration procedure, provided that within the immediately preceding six months, the employee has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first.</p> <p>In the case of removal for cause within the term of an appointment, a PSE employee shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement.</p>	<p>work days, or has been employed for 120 calendar days, whichever comes first.</p> <p><b>Ref: Arbitration E10C-1E-D 12230417, Harrington, Denver, CO</b>  <b>Arbitrator Arthur T. Voss, dated November 1, 2012</b>  PSE terminated – Attendance - FMLA</p> <p><b>Ref: MOU, February 27, 2013, Patrick M. Devine / Mike Morris</b>  The parties agree that Postal Support Employees (PSEs) have successfully completed either a 90 work day or 120 calendar day period within the preceding six months may be disciplined within the term of their appointment for just cause. The parties further agree that such discipline is subject to the grievance-arbitration procedure.</p> <ul style="list-style-type: none"> <li>• The parties recognize that removal is not the only mechanism available to correct deficient behavior when warranted,</li> <li>• The full range of progressive discipline is not always required for PSEs; however, the parties agree that an appropriate element of just cause is that discipline be corrective in nature, rather than punitive.</li> <li>• The parties agree that PSEs will not be non-scheduled because of misconduct as a substitute for discipline which would be otherwise appropriate.</li> <li>• The parties agree that this MOU fully and completely resolves national dispute Q10C-4QC 13016809. All grievances concerning PSE discipline currently filed, and/or held in abeyance pending the national dispute, shall be discussed and resolved in accordance with the language above.</li> </ul>
<b>ARTICLE 17</b> <b>Representation</b>	<p><b><u>Ref: Language at the end of Article 17.2. Appointment of Stewards [p. 114]</u></b>  (The preceding Section, Article 17.2, shall apply to PSEs)</p> <p><b><u>Ref: Language at the end of Article 17.3. Rights of Stewards [p. 115]</u></b>  (The preceding Section, Article 17.3, shall apply to PSEs)</p>	<p><b>CAN A PSE BE A SHOP STEWARD?</b>  <b>DO PSE SHOP STEWARDS HAVE SUPER SENIORITY RIGHTS?</b>  <b>REF: JCIM, Article 17, page 10</b>  <b>Question 24: Will a PSE who serves as an APWU steward have rights over other PSEs when it is necessary to let PSEs go because of lack of work or when there is an opportunity to bring PSEs back to work?</b>  <b>Response: Yes</b></p>

	<p><b><u>Ref: Language at the end of Article 17.4. Payment of Stewards [p. 115]</u></b> (The preceding Section, Article 17.4, shall apply to PSEs)</p> <p><b><u>Ref: Language at the end of Article 17.6. Union Participation in New Employee Orientation [p. 118]</u></b> During the course of any employment orientation program for new <b>career or non-career</b> employees, <b>or in the event a current postal employee is reassigned to an APWU bargaining unit</b>, a representative of the Union representing the craft or occupational group to which the new <b>or current</b> employees are assigned shall be provided ample opportunity to address such new employees, provided that this provision does not preclude the Employer from addressing employees concerning the same subject. <b>In addition, at the time any non-career employees become eligible for health insurance, the APWU will be provided ample opportunity to address such employees on this subject.</b> (The preceding Section, Article 17.6, shall apply to PSEs)</p> <p><b><u>Ref: Language at the end of Article 17.7. Dues Checkoff [p. 120]</u></b> (The preceding Section, Article 17.7, shall apply to PSEs)</p>	<p><b>NOTE:</b> This DOES NOT give the PSE steward super seniority rights over a career employee – only over other PSEs.</p> <p><b>2<sup>nd</sup> ORIENTATION FOR PSEs</b> <b>NOTE:</b> The union has a right to meet with the PSEs when they are first hired AND when they reach their first 365 days of employment to explain to them how to sign up for health insurance, as well as their eligibility to join the APWU's Consumer Driven Health Plan.</p>
<b>ARTICLE 18 No Strike</b>	<p><b><u>Ref: Language at the end of Article 18 [p. 121]</u></b> (The preceding Article, Article 18, shall apply to PSEs)</p>	
<b>ARTICLE 19 Handbooks and Manuals</b>	<p><b><u>Ref: Article 19 [p. 123]</u></b> <b>Section 1. General ...</b> Article 19 shall apply in that those <b>parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours, or working conditions shall apply to PSEs only to the extent consistent with other rights and characteristics of PSEs negotiated in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to</b></p>	<p><b>Ref: Q&amp;A, October 20, 2011, Michael A. Mlaker / Mike Morris</b> 10. Are PSEs eligible for FMLA protected leave? ANSWER: Yes. PSE's who meet eligibility requirements- employment</p>

make changes to handbooks, manuals and published regulations as they relate to PSEs pursuant to the same standards and procedures found in Article 19 of this Agreement.

**Ref: MOU, Appendix A, [pages 288]:**

**Article 19 – HANDBOOKS AND MANUALS**

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours, or working conditions shall apply to PSEs only to the extent consistent with other rights and characteristics of PSEs negotiated in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to PSEs pursuant to the same standards and procedures found in Article 19 of this Agreement.

Article 20

Article 22

Article 23

Article 24

Article 27

Article 28

Article 31

Article 32

Article 34

Article 36

Article 42

Article 43

Only the following Memorandums of Understanding from the 2010 National Agreement shall apply to PSEs:

Use of Privately Owned Vehicles [pp.374-375]

Leave Sharing [pp.333-334]

Leave Without Pay [p.332]

Time Limitations Concerning Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations [pp.335-336]

Removal of Social Security Number References [p. 368]

with the USPS for an accumulated total of 12 months over the past 7 years (including any prior career or non-career service) and have worked a minimum of 1250 hours (including any prior career or non-career service) during the 12 month period immediately preceding the date the leave begins - are eligible for FMLA protected leave.

**Ref: Arbitration E10C-1E-D 12230417, Harrington, Denver, CO**

**Arbitrator Arthur T. Voss, dated November 1, 2012**

PSE terminated – Attendance - FMLA

<b>ARTICLE 20 Parking</b>	<p><b>Ref: <u>Language at the end of Article 20</u> [p. 125]</b> (The preceding Article, Article 20, shall apply to PSEs)</p>	
<b>ARTICLE 21 Benefit Plans</b>	<p><b><u>HEALTH PLAN BENEFITS FOR PSEs</u></b></p> <p><b>Ref: <u>MOU, Appendix A</u>, [p. 291]:</b>  <b>3. Other Provisions</b>  <b>D. Health Insurance</b></p> <p><b>Also Ref: <u>MOU</u>, [pp. 360-361]:</b>  <b>Re: Article 21.1</b></p> <p><b>After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible non-career PSE employee who wants to participate in the Federal Employees Health Benefits (FEHB) Program on a pretax basis will be required to make an election to do so in accordance with procedures to be published as soon as administratively practicable. A previous appointment as a transitional employee will count toward qualifying for participation in FEHB, in accordance with the Office of Personnel Management (OPM) regulations. The total cost of health insurance is the responsibility of the PSE employee, except as provided below.</b></p> <p><b>The Postal Service will make a contribution in the amount of 75% of the total premium for any eligible PSE who selects the APWU Consumer Driven Health Plan.</b></p> <p><b>Also Ref: <u>Article 21</u>, [p. 127]:</b>  <b>Section 5. Health Benefit Brochures</b>  When a new employee who is eligible for enrollment in the Federal Employee's Health Benefit Program enters the Postal Service, the employee shall be furnished a copy of the Health Benefit Plan brochure of the Union signatory to this Agreement</p>	<p><b>Ref: Q&amp;A, June 28, 2011, Doug A. Tulino / Cliff Guffey</b>  13. The MOU provides that PSE's are eligible for health benefits after the first 360-day appointment and upon reappointment to another 360-day term. If a PSE is appointed for less than 360 days, when does the PSE become eligible for health benefits?  <b>ANSWER:</b> Upon serving for a year without a break in service of more than 5 days, in accordance with OPM regulations.</p> <p><b>Ref: Q&amp;A, June 28, 2011, Doug A. Tulino / Cliff Guffey</b>  15.1f a casual is hired as a PSE, will time spent as a casual count toward eligibility for health insurance?  <b>ANSWER:</b> No.</p> <p><b><u>REF: OPM Guide to Benefits</u></b>  <b><u>REF: USPS Notification Letter to PSEs:</u></b>  <b><u>PSE Eligibility for FEHB Coverage</u></b>  To be eligible for FEHB enrollment, non-career employees including PSEs must meet three requirements:  (1) Complete one full year (365 calendar days) of continuous employment with no breaks in service of more than five days;  (2) Have a regular scheduled tour of duty, arranged in advance and expected to last for at least six months, and  (3) Maintain sufficient earnings each biweekly pay period to have the total cost of premiums withheld from pay after mandatory deductions for Social Security, Medicare and federal tax.</p> <p><b><u>PSE Eligibility to Enroll in APWU CDHP and Receive USPS 75% Premium Contribution</u></b>  APWU PSEs are eligible for a USPS premium contribution of 75% of the cost of the APWU CDHP upon reassignment to a 360-day appointment after an initial appointment of 360 days. Time served as an APWU Transitional Employee (TE) or APWU career employee prior to reassignment into a PSE position will count toward the 360 days required for eligibility for the 75% USPS</p>



	<p>which represents the craft in which the employee is to be employed.</p> <p><b>Ref: MOU, Appendix A, [p. 291]:</b></p> <p><b>3. Other Provisions</b></p> <p><b>G. Retirement Savings Plan</b></p> <p><b>The parties will explore the steps necessary for the establishment of 401(k)-type retirement savings plans and/ or payroll allotments for Individual Retirement Accounts for PSEs. The Postal Service will not be required to make any matching contributions as part of such plans.</b></p>	<p>premium contribution to the APWU CDHP, disregarding breaks in service of 5 days or less.</p> <p>PSEs who are eligible for FEHB and also eligible for the 75% USPS premium contribution who enroll in the APWU CDHP will pay 25% of the total premium and the Postal Service will contribute 75% of the total premium for either the Self Only or Self and Family plan. PSEs who are eligible for FEHB also have the option to enroll in any other FEHB plan or option; however, for any plan other than the APWU CDHP a PSE will pay 100% of the premium cost and the Postal Service will not make any contribution.</p> <p>If at any time the PSE experiences a break in service of more than 5 days, their eligibility for FEHB and for the 75% USPS premium contribution to the APWU CDHP will end and they will have to again satisfy the requirements for FEHB enrollment and the 75% USPS premium contribution before they can enroll again.</p> <p><b><u>There is a deadline to make this decision</u></b> — under FEHB following qualifying Life Event rules, <b>PSEs have 60 days from the date they become eligible to enroll in the APWU CDHP and receive a Postal Service contribution to enroll or make a change to their current FEHB plan or option.</b> If PSEs do not enroll promptly, then they will have to wait to enroll until the FEHB Open Season that begins each November and any election they make will not take effect until the January. Or, the PSE would be able to enroll if they have a different qualifying life event (for example, they get married or have a baby).</p> <p>Before enrolling, PSEs should read the RI 70-8PS, <i>Guide to Benefits for Certain Temporary (Non-Career) United States Postal Service Employees</i> on LiteBlue at <a href="https://liteblue.usps.gov">https://liteblue.usps.gov</a>. Click on the <i>My HR</i> tab, click on <i>Benefits</i>, then <i>Health Benefits (FEHB)</i>, and then open the current PDF for Noncareer Employees.</p> <p>Once PSEs decide to enroll, access <i>PostalEASE</i> via the web at <a href="https://liteblue.usps.gov">https://liteblue.usps.gov</a>, on an Employee Self-Service Kiosk (available at some facilities), or by calling the Employee Service Line at 1-877-477-3273, option 1; TTY 866-260-7507. To use <i>PostalEASE</i>, the PSE will need their Employee ID number (found at the top of your earnings statement) and their USPS PIN.</p>
<b>ARTICLE 22</b> <b>Bulletin Boards</b>	<p><b>Ref: Language at the end of Article 22 [p. 128]</b> (The preceding Article, Article 22, shall apply to PSEs)</p>	



<b>ARTICLE 23</b> <b>Rights of Union</b> <b>Officials to Enter</b> <b>Postal</b> <b>Installations</b>	<p><u>Ref: Language at the end of Article 23 [p. 128]</u>  (The preceding Article, Article 23, shall apply to PSEs)</p>	
<b>ARTICLE 24</b> <b>Employees on</b> <b>Leave with</b> <b>Regard to Union</b> <b>Business</b>	<p><u>Ref: Language at the end of Article 24 [p. 129]</u>  (The preceding Article, Article 24, shall apply to PSEs)</p>	
<b>ARTICLE 25</b> <b>Higher Level</b> <b>Assignments</b>	<p><u>Ref: MOU, Appendix A, [pp. 290-291]</u>  C. Article 25, Higher Level Pay  In the event a PSE is temporarily assigned to a higher level position, such employee will be paid at the higher level only for the time actually spent on such job. This language should not be construed to encourage the Postal Service to temporarily assign such employees to higher level positions. When the opportunity exists for higher level assignment, the principle of preference for career employees over PSEs should be utilized. PSEs will not be assigned to higher level assignments within function four (e.g., LSSA, Bulk Mail Tech, Special Postal Clerk, Lead Clerk), except when no career employee is available.</p>	<p><b>NOTE:</b> The one exception to the temporary assignment of a PSE to a higher level seems to be where the PSE “opts” into a RESIDUAL Lead Clerk duty assignment. There would not be a prohibition against allowing a PSE to “opt”, even though this is not a temporary detail but a permanent posted duty assignment, since no career clerk bid on it.</p> <p><b>NOTE:</b> The language in the MOU and Article 25 regarding higher level applies to higher level bargaining unit assignments, not 204b details.</p> <p><b>PSEs as Postmaster Relief (PMR) and Officer in Charge (OIC)</b></p> <p><b>APWU Position:</b> Mike Morris, Director Industrial Relations Per Publication 32 below, until negotiated otherwise, an OIC must be a <u>career</u> postal employee. PSEs are non-career employees; therefore, they cannot serve as an OIC to fill a postmaster vacancy. They could, under the right circumstances; however, be utilized to fill in for a bargaining unit employee at station or branch that was previously a post office, but has been converted to a station or branch under new regulations.</p> <p><b>Publication 32</b> <b>Officer in Charge (OIC)</b> — A career postal employee appointed temporarily to fill a postmaster vacancy, usually for no longer than 180 days.</p>

		<p>NOTE: PSEs can act as Postmaster Reliefs (PMR) in bona fide postal units and circumstances:</p> <table border="1"> <tr> <td>postmaster relief/leave replacement</td><td>PMR</td><td>A noncareer hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in a small Post Office.</td></tr> </table> <p><b>APWU Position</b> – Check the PSE’s clock rings and payroll journal. Grievances regarding a 204b and/or OIC paid as a bargaining unit employee (PS-4 or PS-6) should state that they are performing bargaining unit work, and should be paid PS-7 pay as a Lead Clerk. In that case the rules about preference for career employees for higher level bargaining unit details would apply.</p>	postmaster relief/leave replacement	PMR	A noncareer hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in a small Post Office.
postmaster relief/leave replacement	PMR	A noncareer hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in a small Post Office.			
<b>ARTICLE 26</b> Uniforms and Work Clothes					
<b>ARTICLE 27</b> Employee Claims	<p><u>Ref: Language at the end of Article 27 [p. 136]</u> (The preceding Article, Article 27, shall apply to <b>PSEs</b>)</p>				
<b>ARTICLE 28</b> Employer Claims	<p><u>Ref: Language at the end of Article 28 [p. 138]</u> (The preceding Article, Article 28, shall apply to <b>PSEs</b>)</p>				

<b>ARTICLE 29</b> Limitation on Revocation of Driving Privileges		
<b>ARTICLE 30</b> Local Implementation		
<b>ARTICLE 31</b> Union- Management Cooperation	<a href="#">Ref: Language at the end of Article 31</a> [p. 145] (The preceding Article, Article 31, shall apply to PSEs)	
<b>ARTICLE 32</b> Subcontracting	<a href="#">Ref: Language at the end of Article 32</a> [p. 149] (The preceding Article, Article 32, shall apply to PSEs)	
<b>ARTICLE 33</b> Promotions		
<b>ARTICLE 34</b> Work and/or Time Standards	<a href="#">Ref: Language at the end of Article 34</a> [p. 153] (The preceding Article, Article 34, shall apply to PSEs)	
<b>ARTICLE 35</b>		

Employee Assistance Program		
ARTICLE 36 Credit Unions and Travel	<p><a href="#">Ref: Language at the end of Article 36 [p. 156]</a> (The preceding Article, Article 36, shall apply to PSEs)</p>	
ARTICLE 37 Clerk Craft	<p><b>WHAT ARE THE CAPS ON PSEs IN THE CLERK CRAFT?</b>  <a href="#">X-Ref: Article 7, [pp. 19-20]</a>  Section 1. Definition and Use  B. Postal Support Employees (PSEs)</p> <p><a href="#">X-Ref: MOU, Appendix A [p. 282]</a>  Article 7 – EMPLOYEE CLASSIFICATION  Section 1 – Definition and Use  B. Postal Support Employees (PSEs)</p> <p><b>CAPS ON PSEs IN MAIL PROCESSING (FUNCTION ONE)</b></p> <p>3. In the Clerk Craft, the total number of PSEs used in mail processing (function one) within a District, will not exceed 20% of the total number of career mail processing (function one) clerk craft employees within that District, except in accounting periods 3 and 4, beginning two (2) years from the effective date of the contract.</p> <p><b>CAPS ON PSEs IN RETAIL/CUSTOMER SERVICES (FUNCTION FOUR)</b></p> <p>The total number of PSEs used in retail/customer services (function four) within a District will not exceed 20% of the total number of career retail/customer services (function four) clerk craft employees within that District. The number of PSEs derived from the retail/customer services (function four) percentage may</p>	<p><b>Ref: Q&amp;A, October 20, 2011, Michael A. Mlaker / Mike Morris</b>  7. May a PSE work in both Function 4 and Function 1?  <b>ANSWER:</b> Yes. A PSE may be utilized anywhere the PSE is qualified to work. A PSE hired under the retail/customer services (function 4) PSE percentage cap may be used in function 1 and when doing so will not count against the 20% mail processing (function 1) District cap. A PSE hired under the mail processing (function 1) PSE percentage may be used in function 4, but when doing so must be counted against the 20% retail/customer service (function 4) District cap.</p> <p><b>Ref: Q&amp;A, June 28, 2011, Doug A. Tulino / Cliff Guffey</b>  12. How will PSE's working in customer service/retail or mail processing be distinguished?  <b>ANSWER:</b> To permit monitoring of the District PSE caps, customer service/retail (Function 4) PSE's and mail processing (Function 1) PSE's will each be given a unique D/A or other identifier.</p> <p><b>Ref: Q&amp;A, June 28, 2011, Doug A. Tulino / Cliff Guffey</b>  9. In the clerk craft, the number of PSE's derived from the retail/customer services (Function 4) may be used in Function one (1) and when doing so will not count against the 20% mail processing (Function one) cap. Does that refer to the number or percentage of PSEs that will not count against the Function 1 cap?  <b>ANSWER:</b> It refers to the allowable number of PSE's. For example if the permissible number of PSE's in Function 4 is ten (10), they may be used in Function 1 and when so used will not count against the mail processing (Function One) District PSE cap.</p>

be used in function one and when doing so will not count against the 20% mail processing (function one) District cap.

**CAPS ON PSEs IN LEVEL 22 AND ABOVE OFFICES, RETAIL/CUSTOMER SERVICES (FUNCTION FOUR)**

4. In Level 22 and above offices, PSEs in retail/customer services (Function 4) who work the window will not exceed 10% of the career retail clerks in that installation whose duties include working the window. The rounding-up rule of .5 and above applies.

**CAPS ON PSEs IN LEVEL 21 AND BELOW OFFICES, RETAIL/CUSTOMER SERVICES (FUNCTION FOUR)**

In Level 21 and below offices, PSEs in retail/customer services (Function 4) who work the window will not exceed 20% of the career retail clerks in that installation whose duties include working the window. The rounding up rule of .5 and above applies.

**WHAT HAPPENS IF THE PSA's HOURS SHOW A FULL-TIME DUTY ASSIGNMENT?**

When the hours worked by a PSE on the window demonstrates the need for a full-time preferred duty assignment, such assignment will be posted for bid within the Section.

**CAN A PSE WORK THE WINDOW AS A RELIEF?**

PSEs who work the window may work in relief of employees holding duty assignments on the window.

**NOTE: THESE CAPS DO NOT INCLUDE NEW WORK OR FORMER CONTRACT POSTAL UNIT (CPU) WORK FORMERLY CONTRACTED OUT**

Ref: Article 7, [p. 21]

Section 1. Definition and Use

B. Postal Support Employees (PSEs)

X-Ref: MOU, Appendix A, [p. 282]

Article 7 – EMPLOYEE CLASSIFICATION

Section 1 – Definition and Use

Ref: Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris

3. For purposes of determining percentages of PSE's who may work the window (10% in level 22 and above, 20% in level 21 and below), how are the career retail clerks whose duties include working the window determined?

ANSWER: Any career clerks are counted (both FTR and PTF) whose duty assignments include a position description with window responsibility (e.g., SSA, Lead Clerk Retail, SSDA, etc.) Window duties will not be unnecessarily added to duty assignments solely to circumvent this restriction.

Ref: Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris

12. Can a clerk craft PSE hired in installation "A" be utilized in a different installation when needed?

ANSWER: Yes. However, such utilization should not be to the detriment of PTF clerks available through the HUB clerk MOU and, if utilized in customer service/retail (function 4) the PSE would be subject to the gaining installation's PSE caps for that function. If the gaining office is in a different district, the PSE must be counted against both district's PSE caps.

Ref: Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris

13. Can a PTF clerk be "loaned" under the rules of the Hub Clerk MOU into a Post Office, level 21 and above?

ANSWER: No. Under the 2010 CBA, part-time flexible clerks may only work in Post Offices, level 20 and below. However, there is an exception to this rule. Those PTFs who were previously loaned into level 21 and above offices to supplement their hours pursuant to the Hub Clerk MOU, etc., may continue to be utilized in these same offices and PSEs should not be utilized to their detriment when they are available at the straight time rate for the work hours they have been regularly assigned to in the past.

Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey

11. How will "new work" PSE's be identified?

ANSWER: They will be given a unique Designation Activity Code (D/A) or other identifier to separate them from other PSE's.

**B. Postal Support Employees (PSEs)**

**6. In addition to the caps in paragraph 3 above, PSEs will not be counted towards the allowable percentages of PSEs within a District when employed for new work that is brought into the bargaining units covered by this Agreement, including work being contracted out that is brought in-house, as follows:**

- a. **In the Clerk Craft, in any former Contract Postal Unit (CPU) that is brought back in-house, unless it is a full-service unit or it primarily provides postal services.**

**Ref: Article 37 [p. 161]**

**Section 2. Seniority**

**D. Application of Seniority**

**4. Seniority Tie Breaker**

**OPTING BY PSEs**

**Ref: MOU, Appendix A [pp. 292-293]:**

**3. Other Provisions**

**F. OPTING**

**A PSE may only occupy full-time (traditional or nontraditional) duty assignments in accordance with these rules. This does not prohibit PSEs from working assignments that do not constitute a duty assignment.**

**PSEs OPT USING THEIR SENIORITY**

**In the Clerk and Motor Vehicle Crafts, where practicable, PSEs will be allowed to opt on a seniority basis for fulltime (traditional and non-traditional) vacant, residual assignments in the installation for which they are qualified and which are not assigned to career employees. Such opting does not create any work hour or assignment guarantees.**

**MANAGEMENT DOES NOT HAVE TO USE THE OTDL (ARTICLE 8.4.G) WHEN PSEs WHO OPT ON NTFT DUTY ASSIGNMENTS WORK MORE THAN 8 HOURS PER DAY AND 40 HOURS PER WEEK.**

**Ref: Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris**

**4. What percentage of PSE's is permissible in the International Service Centers (ISC)?**

**ANSWER:** Twenty percent (20%) of career clerks in the facility. Beginning May 23, 2013, the 20% limitation will not apply in accounting periods 2 and 3 (LAX and SFO) and in accounting periods 3 and 4 (MIA, JFK and ORO).

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

**18. Do PSE clerks hold down their opted residual duty assignment during their mandatory 5 day break in service?**

**ANSWER:** No. Any such duty assignment must either be posted for bid or reverted pursuant to Article 37.3 on the occasion of the employee's break in service.

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

**20. How does management determine which PSE to terminate during their term when there is a lack of work?**

**ANSWER:** Clerk ...craft PSEs will be terminated for lack of work based upon inverse craft standing on the roll in the installation. ...

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

**21. When needed, how does management determine which PSE to bring back to work?**

**ANSWER:** PSEs will be returned based upon their craft standing on the roll in the installation, ..., for up to a one year period from their break in service.

**BREAKING TIES**

**Ref: MOU, dated 2/26/13**

**RE: Postal Support Employee (PSE) Standing Tie Breakers**

**Patrick M. Devine / Mike Morris**

**The parties agree that Postal Support Employee (PSE) standing on the roll in the installation will be determined in accordance with the craft article.**

**Ref: Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris**

**11. Does changing between crafts alter PSE standing on the roll?**

Hours worked by PSEs in opted non-traditional full-time assignments of more than eight hours in a work day or forty hours in a work week will be an exception, for the portion of their assignment which exceeds eight hours in a day and forty hours in a week, to the contractual obligation pursuant to Article 8.4.G to utilize the Overtime Desired List.

#### **OPTING BY PSES vs TRAINING OF ALL BIDDERS**

In the Clerk Craft, existing provisions of Article 37.3.F.5 and 37.3.F.7 apply prior to a PSE opting for the assignment. In addition, Article 37.3.F.3 and 37.3.F.4 will be modified so as to permit all bidders to train and attempt to qualify before the duty assignment becomes residual and available for assignment of unencumbered employees, PTF preferencing (unless being withheld), and finally for PSE opting. However, qualified PSEs may be utilized to backfill vacancies while full-time or part-time employees are in training pending qualification. In addition, any such assignment will be posted for bid as a vacant duty assignment or reverted pursuant to Article 37.3 on the occasion of the PSE's break in service.

**ANSWER:** Yes.

**Ref:** Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey

14. Does PSE standing on a roll carry over into career appointment?

**ANSWER:** The time worked as a PSE does not carry over if a PSE attains career status. They begin their initial period of seniority when they attain career status.

**Ref:** Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris

5. If an office has residual vacancies which are not under any Article 12 withholding, must the PSE with the highest standing on the applicable PSE roll be converted to career and assigned?

**ANSWER:** No. However, in the Clerk and Motor Vehicle (MVS) crafts, PSE's will be permitted to opt for these available residual duty assignments. based on their standing on the applicable PSE roll. Such opting does not create any work hour or work assignment guarantees.

#### **PSEs Working Registry**

**Ref:** DM-901, Registered Mail, April 2010

7-3.2 Responsibility for Registered Mail

7-3.2.1 Career Employees

In retail and carrier operations, use only career employees in the Registered Mail function whenever possible.

7-3.2.3 Registry Section Area Responsibility

Use only career employees in the registry section ...

**APWU's Position:** In retail or carrier operations, if there are no career employees available, a PSE could be assigned to pass out registered mail to the carriers or to collect registered mail from the carriers when they return from their route. (We would rather have a PSE do this Clerk work than have a supervisor or postmaster doing our work). For a Registry Section or a Registry Cage, only career employees should be assigned to work in the Registry Section or Registry Cage.

## **ARTICLE 38**

### **Maintenance Craft**

#### **WHAT ARE THE CAPS ON PSEs IN THE MAINTENANCE CRAFT**

**Ref:** Article 7, [p. 20]

Section 1. Definition and Use

B. Postal Support Employees (PSEs)

#### **PSEs CANNOT BE ON THE IN-CRAFT OR IN-SERVICE REGISTERS**

**Ref:** MSS Handbook EL-304, June 2009 25



**X-Ref: MOU, Appendix A [p. 282]**

**Article 7 – EMPLOYEE CLASSIFICATION**

**Section 1 – Definition and Use**

**B. Postal Support Employees (PSEs)**

**3. ... In the Maintenance Craft, the total number of PSEs used within a District will not exceed 10% of the total number of career maintenance craft employees within that District. ...**

**Also Ref: MOU, [pp. 406-409]**

**Subject: Maintenance Craft Jobs**

**3. Maintenance PSE Usage**

**In the Maintenance Craft, the total number of PSEs used within a District will not exceed 10% of the total number of career maintenance craft employees within that District, provided that no more than half of the PSEs in the Maintenance Craft will work in maintenance-capable offices. (Maintenance-capable offices are defined in the Administrative Support Manual ASM 531.5, Issue 8 in conjunction with Arbitrator Das' decision in Case No. HOC-NA-C 19007.)**

**NOTE: THESE CAPS DO NOT INCLUDE NEW WORK OR CUSTODIAL WORK FORMERLY CONTRACTED OUT**

**Ref: Article 7, [p. 21]**

**Section 1. Definition and Use**

**B. Postal Support Employees (PSEs)**

**X-Ref: MOU, Appendix A, [p. 282]**

**Article 7 – EMPLOYEE CLASSIFICATION**

**Section 1 – Definition and Use**

**B. Postal Support Employees (PSEs)**

**6. In addition to the caps in paragraph 3 above, PSEs will not be counted towards the allowable percentages of PSEs within a District when employed for new work that is brought into the bargaining units covered by this Agreement, including work being contracted out that is brought in-house, as follows:**

**Registers**

**Eligibility for a Register**

**Incraft Register**

Only career employees currently in a maintenance craft position may have their names placed on an incraft maintenance Promotion Eligibility Register (PER.)

...

**Inservice Register**

Career Postal Service employees (bargaining unit only) may apply for inservice examination announcements. Inservice examinations must be opened at the installation with the vacancies. ...

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

20. How does management determine which PSE to terminate during their term when there is a lack of work?

**ANSWER:** ... Maintenance craft PSEs will be terminated for lack of work based upon inverse craft standing on the roll in the installation. ...

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

21. When needed, how does management determine which PSE to bring back to work?

**ANSWER:** PSEs will be returned based upon their craft standing on the roll in the installation, ... for up to a one year period from their break in service.



- b. In the Maintenance Craft, for custodial work formerly contracted out that is brought in-house, subject to the provisions of the Maintenance Craft Jobs MOU.

**PSEs WORKING CUSTODIAL DUTIES AND INSOURCING CONTRACTED WORK**

Ref: MOU, [pp. 406-409]

Subject: Maintenance Craft Jobs

The United States Postal Service (USPS) agrees to fill positions within the Maintenance Craft of the American Postal Workers Union (APWU), AFL-CIO, as follows:

**1. Custodial**

a. Custodial duties currently performed by contractors in 1,500 designated Post Offices will be assigned to Maintenance Craft Postal Support Employees (PSEs). The 1,500 duty assignments will be added to the Maintenance Craft as each current vendor contract expires, but no later than two (2) years from signing this MOU and provided the work can be performed by maintenance craft employees at a cost equal to the cost of the contract service. The insourcing of the 1,500 subcontracting jobs to Maintenance Craft duty assignments will be included in the 10% PSE cap. Newly established duty assignments may be combined which would require unpaid travel time up to thirty (30) minutes.

b. The Memorandum of Understanding regarding Subcontracting of Cleaning Services will be modified to provide that the current custodial staffing at stations, branches and other facilities within the installation will be combined to determine the total custodial staffing of each installation.

c. Any new duty assignments created from insourcing contracted work as described in paragraph 1.b will be

**BREAKING TIES**

Ref: MOU, dated 2/26/13

	<p>posted by Notice of Intent and filled in accordance with Article 38. Current career custodial employees within the District of the vacancy will be permitted to transfer to that vacancy. The residual vacancy resulting from work identified in paragraph 1.b will be filled by the employer and if filled with a PSE will not count against the applicable PSE cap.</p> <p><b>MAINTENANCE CRAFT SENIORITY FOR PSEs</b></p> <p>d. Maintenance PSEs will be considered as accruing Maintenance Craft Service Seniority within the category of PSE from their original date of employment, regardless of any break in service as a PSE and shall include all time spent as a PSE.</p> <p><b>PSEs FILLING CAREER VACANCIES IN THE MAINTENANCE CRAFT</b></p> <p>e. When it is determined there is a need to fill a career vacancy, the selection for this opportunity will be provided to PSEs in order of their PSE Maintenance Service Seniority. Upon conversion to career, PSEs will be considered as new to craft, and seniority will begin anew in accordance with Article 38.</p>	<p><b>RE: Postal Support Employee (PSE) Standing Tie Breakers</b>  <b>Patrick M. Devine / Mike Morris</b>  The parties agree that Postal Support Employee (PSE) standing on the roll in the installation will be determined in accordance with the craft article.</p> <p><b>X-Ref: Article 38 [p. 203]</b>  <b>Section 3. Seniority</b>  <b>J. Seniority for Breaking Ties</b></p> <p><b>Ref: Q&amp;A, October 20, 2011, Michael A. Mlaker / Mike Morris</b>  11. Does changing between crafts alter PSE standing on the roll?  <b>ANSWER:</b> Yes.</p> <p><b>Ref: Q&amp;A, June 28, 2011, Doug A. Tulino / Cliff Guffey</b>  14. Does PSE standing on a roll carry over into career appointment?  <b>ANSWER:</b> The time worked as a PSE does not carry over if a PSE attains career status. They begin their initial period of seniority when they attain career status.</p>
<p><b>ARTICLE 39</b>  <b>Motor Vehicle</b>  <b>Craft</b></p>	<p><b>Ref: Article 39 [pp. 221-222]</b>  <b>Section 1. Seniority</b>  <b>B. Seniority for Preferred Assignments</b></p> <p>4. When two or more employees in the same installation, salary level, and position designation have seniority for preferred assignments from the same date, the tie will be broken as follows:</p> <p>...</p> <p>d. When a Motor Vehicle Service employee's PSE appointment is converted to a career appointment the same day there is a new career appointment,</p>	<p><b>Ref: Q&amp;A, October 6, 2011, Patrick M. Devine / Mike Morris</b>  30. Are MVS PSE's subject to DOT physicals and drug tests?  <b>ANSWER:</b> All MVS employees that perform a safety sensitive position are required to have the same DOT physicals and are subject to the same DOT drug testing rules.</p> <p><b>Ref: Q&amp;A, June 28, 2011, Doug A. Tulino / Cliff Guffey</b>  20. How does management determine which PSE to terminate during their term when there is a lack of work?  <b>ANSWER:</b> ... MVS Craft PSE's will be terminated for lack of work based on inverse occupational group standing on the roll in the installation</p>

reinstatement, reassignment, transfer or promotion to the same salary level and position designation, the converted employee is senior and precedes the other on the **full-time regular roll**.

...

**Ref: Article 39, Section 1.B** [pp. 225-226]

**7. Motor Vehicle Operators and Tractor-Trailer Operators:**

e. For purposes of conversion to **career employment**, **PSE** Motor Vehicle Operators (MVO) will be placed together with **PSE** Tractor-Trailer Operators (TTO) **on the same roll**. When the opportunity for conversion to a vacant TTO position exists, the TTO qualified **PSE, with the highest standing on the roll**, regardless of level, will be converted and placed into the vacant full-time position. When the opportunity for conversion to a vacant Motor Vehicle Operator position exists, and the **PSE, with the highest standing on the roll**, is a Motor Vehicle Operator, he/she will be converted and placed into the position. If the **PSE, with the highest standing on the roll**, is a Tractor-Trailer Operator, he/she will be given the option of accepting the conversion. If the conversion is declined, the next **PSE, with the highest standing on the roll**, will be converted (if the employee is a Motor Vehicle Operator) or will be given the option (if the employee is a Tractor-Trailer Operator). This procedure will continue until the position is filled or until all **PSEs** on the list have been considered.

**Ref: Article 39, Section 1.** [p. 230]

**J. Temporary Holddowns**

Consistent with the following provisions, unassigned full-time regular and full-time flexible Tractor-Trailer Operators (SP 5-22; PS-8) and Motor Vehicle Operators (SP-10; PS-7) may, in seniority order, exercise a preference for an assignment temporarily vacant for an anticipated duration of ten (10) days or more.

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

21. When needed, how does management determine which PSE to bring back to work?

**ANSWER:** PSEs will be returned ... in the MVS Craft by their occupational group standing on the roll, for up to a one year period from their break in service.

1. The employees utilizing their seniority to select a temporary holddown assignment as above, shall work that assignment for its duration unless: they are otherwise assigned to a permanent duty assignment; it is clearly demonstrated that the employee cannot perform the assignment; the assigned work being performed by a **PSE** in accordance with the above is needed to provide a full-time employee work to satisfy the 8-hour work guarantee; or unless that individual is otherwise needed to fill a vacant assignment for which there are no qualified employees.

**Ref: Article 39, [pp. 234-235]**

## **Section 2. Posting**

**A. Vacant Motor Vehicle Craft duty assignments shall be posted as follows:**

...

11. When the opportunity for conversion to a residual full-time vacancy exists, the **PSE**, within the same occupational group and grade as the vacancy, **with the highest standing on the roll**, will be converted **to career employment and placed** into the assignment (except as provided in Article 39.1.B.7.e). If there is no **PSE** in the same occupational group and grade, the residual vacancy shall be filled by other means.

## **OPTING BY PSEs**

**Ref: MOU, Appendix A, [pp. 292-293]:**

### **3. Other Provisions**

#### **F. OPTING**

**A PSE may only occupy full-time (traditional or nontraditional) duty assignments in accordance with these rules. This does not prohibit PSEs from working assignments that do not constitute a duty assignment.**

## **PSEs OPT USING THEIR SENIORITY**

**In the Clerk and Motor Vehicle Crafts, where practicable, PSEs will be allowed to opt on a seniority basis for**

## **BREAKING TIES**

**Ref: MOU, dated 2/26/13**

**RE: Postal Support Employee (PSE) Standing Tie Breakers**

**Patrick M. Devine / Mike Morris**

The parties agree that Postal Support Employee (PSE) standing on the roll in the installation will be determined in accordance with the craft article.

**Ref: Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris**

11. Does changing between crafts alter PSE standing on the roll?

**ANSWER: Yes.**

**Ref: Q&A, June 28, 2011, Doug A. Tulino / Cliff Guffey**

14. Does PSE standing on a roll carry over into career appointment?

**ANSWER:** The time worked as a PSE does not carry over if a PSE attains career status. They begin their initial period of seniority when they attain career status.

**Ref: Q&A, October 20, 2011, Michael A. Mlaker / Mike Morris**

5. If an office has residual vacancies which are not under any Article 12 withholding, must the PSE with the highest standing on the applicable PSE roll be converted to career and assigned?

	<p>fulltime (traditional and non-traditional) vacant, residual assignments in the installation for which they are qualified and which are not assigned to career employees. Such opting does not create any work hour or assignment guarantees.</p> <p><b>MANAGEMENT DOES NOT HAVE TO USE THE OTDL (ARTICLE 8.4.G) WHEN PSEs WHO OPT ON NTFT DUTY ASSIGNMENTS WORK MORE THAN 8 HOURS PER DAY AND 40 HOURS PER WEEK.</b></p> <p>Hours worked by PSEs in opted non-traditional full-time assignments of more than eight hours in a work day or forty hours in a work week will be an exception, for the portion of their assignment which exceeds eight hours in a day and forty hours in a week, to the contractual obligation pursuant to Article 8.4.G to utilize the Overtime Desired List.</p> <p>...</p> <p><b>REQUIREMENT TO POST MVS DUTY ASSIGNMENTS THAT A PSE OPTS ON</b></p> <p>In the Motor Vehicle Craft, any assignment opted by a PSE will be posted for bid as a vacant duty assignment or reverted on the occasion of the PSE's break in service.</p>	<p><b>ANSWER:</b> No. However, in the Clerk and Motor Vehicle (MVS) crafts, PSE's will be permitted to opt for these available residual duty assignments. based on their standing on the applicable PSE roll. Such opting does not create any work hour or work assignment guarantees.</p>
<p><b>ARTICLE 40</b> Operating Services Craft</p>		
<p><b>ARTICLE 41</b> Material Support Craft</p>		

<b>ARTICLE 42</b> <b>Energy</b> <b>Shortages</b>	<a href="#"><u>Ref: Language at the end of Article 42</u></a> <b>[p. 277]</b> (The preceding Article, Article 42, shall apply to <b>PSEs</b> )	
<b>ARTICLE 43</b> <b>Separability and</b> <b>Duration</b>	<a href="#"><u>Ref: Language at the end of Article 43</u></a> <b>[p. 277]</b> (The preceding Article, Article 43, shall apply to <b>PSEs</b> )	