

Everything You've Always Wanted to Know About PSEs *

**But Might Have Been Afraid to Ask*

FORWARD: "Show me where it's written" is probably the most often heard statement made to stewards and officers. It's made by members, fellow stewards and officers, management, and arbitrators. This is particularly perplexing when dealing with issues regarding PSEs, because "where it's written" is contained in various sources, including the Articles listed in the National Agreement, the Appendixes and Addendums in the back of the CBA, various MOU's, Settlements & Q&A's that were reached following the ratification of the 2010 CBA, e-mail communications, subsequent changes to JCIM language, handbooks and manuals, and arbitration awards. The following reference chart was developed to provide stewards and officers a quick reference guide regarding PSE issues. It also shows the interaction that PSE issues have among the various Crafts. The chart is current through October 11, 2014. Obviously, updates will be needed in the future, but for now it should provide stewards and officers a quick guide to answer the statement "Show me where it's written". - TDM/RAP

INDEX

<p>P. 3 - DEFINITIONS and GENERAL PRINCIPLES</p> <p>P. 11 - ARTICLE 1 - Union Recognition</p> <p>P. 11 - ARTICLE 2 - Non-Discrimination and Civil Rights</p> <p>P. 11 - ARTICLE 3 - Management Rights</p> <p>P. 12 - ARTICLE 4 - Technological and Mechanization Changes</p> <p>P. 12 - ARTICLE 5 - Prohibition of Unilateral Action</p> <p>P. 12 - ARTICLE 6 - No Layoff or Reduction in Force</p> <p>P. 12 - ARTICLE 7 - Employee Classification</p> <p>P. 20 - ARTICLE 8 - Hours of Work</p> <p>P. 24 - ARTICLE 9 - Salaries and Wages</p> <p>P. 26 - ARTICLE 10 – Leave</p> <p>P. 31 - ARTICLE 11 – Holidays</p> <p>P. 31 - ARTICLE 12 - Principles of Seniority, Posting and Reassignments</p> <p>P. 33 - ARTICLE 13 - Assignment of Ill or Injured Regular Workforce Employees</p>	<p>P. 34 - ARTICLE 14 - Safety and Health</p> <p>P. 34 - ARTICLE 15 - Grievance-Arbitration Procedure</p> <p>P. 35 - ARTICLE 16 - Discipline Procedure</p> <p>P. 37 - ARTICLE 17 – Representation</p> <p>P. 38 - ARTICLE 18 - No Strike</p> <p>P. 38 - ARTICLE 19 - Handbooks and Manuals</p> <p>P. 39 - ARTICLE 20 - Parking</p> <p>P. 39 - ARTICLE 21 - Benefit Plans</p> <p>P. 42 - ARTICLE 22 - Bulletin Boards</p> <p>P. 42 - ARTICLE 23 - Rights of Union Officials to Enter Postal Installations</p> <p>P. 42 - ARTICLE 24 - Employees on Leave with Regard to Union Business</p> <p>P. 42 - ARTICLE 25 - Higher Level Assignments</p> <p>P. 44 - ARTICLE 26 - Uniforms and Work Clothes</p> <p>P. 44 - ARTICLE 27 - Employee Claims</p> <p>P. 44 - ARTICLE 28 - Employer Claims</p>	<p>P. 44 - ARTICLE 29 - Limitation on Revocation of Driving Privileges</p> <p>P. 44 - ARTICLE 30 - Local Implementation</p> <p>P. 45 - ARTICLE 31 - Union-Management Cooperation</p> <p>P. 45 - ARTICLE 32 - Subcontracting</p> <p>P. 45 - ARTICLE 33 - Promotions</p> <p>P. 45 - ARTICLE 34 - Work and/or Time Standards</p> <p>P. 45 - ARTICLE 35 - Employee Assistance Program</p> <p>P. 45 - ARTICLE 36 - Credit Unions and Travel</p> <p>P. 46 - ARTICLE 37 - Clerk Craft</p> <p>P. 55 - ARTICLE 38 - Maintenance Craft</p> <p>P. 58 - ARTICLE 39 - Motor Vehicle Craft</p> <p>P. 63 - ARTICLE 40 - Operating Services Craft</p> <p>P. 64 - ARTICLE 41 - Material Support Craft</p> <p>P. 64 - ARTICLE 42 - Energy Shortages</p> <p>P. 64 - ARTICLE 43 - Separability and Duration</p>
--	--	--

<p>DEFINITIONS and GENERAL PRINCIPLES</p> <p>Notations in BLUE represent Contract Language and MOU's in the back of the Contract</p> <p>Numbers highlighted in GREEN are the page numbers in the Contract and the JCIM</p>	<p>WHAT ARE POSTAL SUPPORT EMPLOYEES (PSEs)? <u>Ref: Article 7, Section 1. Definition and Use, [p. 19]</u> <u>X-Ref: MOU, APPENDIX A [p. 281]</u></p> <p>B. Postal Support Employees (PSEs)</p> <ol style="list-style-type: none"> 1. The PSE work force shall be comprised of non-career bargaining unit employees. <p><u>Also X-Ref: MOU, APPENDIX A [p. 279]</u></p> <ol style="list-style-type: none"> 1. General Principles <ol style="list-style-type: none"> 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. <p>PSEs WILL REPLACE TEs and CASUALS <u>Ref: MOU, Appendix A, [p. 280]</u></p> <ol style="list-style-type: none"> 1. General Principles <ol style="list-style-type: none"> f. The transitional employee and casual category of supplemental employees will be eliminated within three (3) months of the effective date of this Agreement. <p><u>Ref: MOU, Appendix B, [p. 308]</u></p> <p>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.</p>	<p>Re: Article 7, Section 1.B.1 X-Ref: JCIM, Page 35 - Article 7, p.1 POSTAL SUPPORT EMPLOYEES</p> <p>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.</p> <p>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 1 of 12 Q #1. Do all terms of the Memorandum of Understanding (MOU) Re: Noncareer Assistant (NCA) Employees apply to PSEs? ANSWER: Yes. The word PSE replaces Noncareer Assistant (NCA) wherever Noncareer Assistant or "NCA" appears in the agreement and MOUs.</p> <p>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 1 of 12 Q #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.</p> <p>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 1 of 12 Q #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.</p>
---	--	--

HIRING PSEs

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

X-Ref: MOU, APPENDIX A [p 284]

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

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.

LENGTH OF TIME OR TERM OF A PSE BEING HIRED

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

X-Ref: MOU, APPENDIX A [p. 279]

X-Ref: MOU, APPENDIX A [p 284]

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]

CLERK CRAFT

- Article 7, Section 1.B.3. [pp. 19-20 and pp. 281 & 282] - 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-

Ref: Email, June 9, 2011, from Michael Mlaker to Mike Morris

"Vets will be given preference in the hiring of PSE's"

Ref: JCIM, APPENDIX A, Q & A, PSEs, Page 3 of 12

Q #17. Is 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.

Re: Article 7.1.B.8

X-Ref: JCIM, Page 38 - Article 7, p. 4

POSTAL SUPPORT EMPLOYEE (PSE) TERM LIMIT

Also Ref: JCIM, APPENDIX C, Q & A, PSEs, Page 2 of 7

Q #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.

Also Ref: MOU, March 9, 2012, Neftali Pluguez / Mike Morris

RE: HQ, Article 40, and **Material Support Craft**, Article 41

In **Function 8**, the total number of PSEs will not exceed the percentages, by craft, in Article 7.1.B.3, by installation and facility

X-Ref: JCIM, Pages 36 - 38 - Article 7, pp.2 - 4

PSE WORK ASSIGNMENTS in the Clerk Craft.

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 [pp. 19-20]

Ref: MOU, Appendix A [p. 279]

Also Ref: MOU, Appendix A [pp. 281 -283]

MONITORING PSE CAPS

Ref: Article 7 [p. 22]

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

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

SEPARATION OF PSE's FOR LACK OF WORK

The parties acknowledge that PSEs may be separated at any time during their term of appointment for lack of work.

Otherwise, the normal separation period is 5 days between appointments.

X-Ref: JCIM, Pages 37 & 38 - Article 7, pp.3 & 4
PSE WORK ASSIGNMENTS in the Maintenance Craft

X-Ref: JCIM, Pages 37 & 38 - Article 7, pp.3 & 4
PSE WORK ASSIGNMENTS in the Motor Vehicle Craft

Re: PSE Caps
SETTLEMENT AGREEMENT, 8/14/13, Doug Tulino/Cliff Guffey
Re: Postal Support Employee (PSE) District /ISC Cap Violations
Q10C-4Q-C 13126898 / HQTG20130201

Re: PSE Caps
SETTLEMENT AGREEMENT, 10/3/14, Doug Tulino/Mark Dimondstein
Re: Postal Support Employee (PSE) District /ISC Cap Violations
Q10C-4Q-C 13126898 / HQTG20130201

Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 4 of 12
Q #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

REAPPOINTMENT OF PSE's WHO WERE SEPARATED FOR LACK OF WORK

REAPPOINTMENT OF PSE's – General

Note: The language contained in the first paragraph of Section 3.B.3 of the PSE MOU, [pp 289-290], was superseded by the 8/13/13 Devine/Morris MOU.

PSE Shop Stewards Have Superseniority – But only over other PSEs

Ref: MOU, 8/13/13, Patrick M. Devine / Mike Morris

... Separations for lack of work shall be by inverse relative standing on the appropriate PSE roll. Such separations are not grievable except where the separations are pretextual...

Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 4 of 12

Q #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: MOU, 8/13/13, Patrick M. Devine / Mike Morris

... PSEs separated for lack of work will be given reappointment ahead of other PSEs with less relative standing on the PSE roll (or hiring a new PSE) within the installation if the need for hiring arises within (1) year of separation.

Ref: MOU, 8/13/13, Patrick M. Devine / Mike Morris

... When operational circumstances indicate that reappointment for a PSE(s) is not needed and the installation employs a PSE(s) with lower relative standing, the PSE(s) with higher standing will be reappointed and the PSE(s) with the lower standing in the installation will be separated instead. Such separation of a PSE(s) with the lowest standing is not grievable except where the separation is pretextual. These PSE(s) separated for lack of work during or upon completion of their term of appointment will be given reappointment ahead of other PSE(s) with less relative standing on the PSE roll (or hiring a new PSE) in the installation if the need for hiring arises within one (1) year of separation.

Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 4 of 12

Q #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

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.

lack of work or when there is an opportunity to bring PSE's back to work?

ANSWER: Yes.

REF: JCIM, page 164, Article 17, page 10

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?

Response: Yes

NOTE: This DOES NOT give the PSE steward super seniority rights over a career employee – only over other PSEs.

Ref: JCIM, APPENDIX C, Q & A , PSEs, Page 2 of 7

Q #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: JCIM, APPENDIX C, Q & A , PSEs, Page 2 of 7

Q #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: JCIM, APPENDIX C, Q & A , PSEs, Page 3 of 7:

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

ANSWER: Yes

Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 3 of 12

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

	<p>REQUIREMENT FOR NACI FINGERPRINT INVESTIGATION UPON CONVERSION FROM PSE TO CAREER STATUS</p> <p>Inquiry to USPS Headquarters: Why are the newly converted PSEs being considered as new hires for the first time?</p> <p>USPS Response: The difference between a (1) non-career hire and (2) non-career conversion to career or career hire is the additional education verification, reference check and residential verification. This check is based on the EL-312.</p>	<p>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.</p> <p>Ref: JCIM, Page 164 - Article 17, p. 10, Question #25 XRef: JCIM, APPENDIX A, Q & A , PSEs, Page 4 of 12</p> <p>Q #23. Does a PSE steward's rights impact who is selected for an available career opportunity?</p> <p>ANSWER: No.</p> <p>Ref: Inquiry to USPS Headquarters: What is a SACI (PSE) review and what is a NACI (career) review?</p> <p>USPS Response: We use two types of investigations for new hires, depending on whether they are career or noncareer.</p> <p>A Special Agency Check with Inquiries (SACI) is required for noncareer hires (like PSEs). A SACI consists of check of:</p> <ol style="list-style-type: none"> OPM's Security/Suitability Investigations Index (SII). Defense Clearance and Investigations Index (DCII). Federal Bureau of Investigation Fingerprint Classification (FBIF). Employment history (except Postal Service employment) for the last 5 years. Criminal conviction history in locations where the employee resided, worked, and went to school. <p>A National Agency Check with Inquiries (NACI) is required for career hires (and conversions to career). The NACI requirement has been in place since 2006. A NACI consists of checks of:</p> <ol style="list-style-type: none"> OPM's Security/Suitability Investigations Index (SII). Defense Clearance and Investigations Index (DCII). Federal Bureau of Investigation Fingerprint Report. Employment history (except postal employment) for the last 5 years. Criminal conviction history in locations where the employee
--	---	--

- resided, worked, and went to school.
- f. Education verification.
- g. References.
- h. Residence verification.

CONTRACT PROVISIONS REGARDING PSEs

Ref: MOU, APPENDIX A, [pp 280 & 281]:

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, [p. 287]:

- Article 14
- Article 15
- Article 17, Sections 2, 3, 4, 6, and 7
- Article 18
- Article 19

Ref: MOU, APPENDIX A, [p. 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]

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)

Ref: MOU, APPENDIX A, [pp. 287]:

Article 14
Article 15
Article 17, Sections 2,3, 4, 6 and 7
Article 18
Article 19

ALSO NOTE: Several other Articles have the following statement at the end of the Article:

"(The preceding Article, Article (#), shall apply to PSE Employees)".
These Articles are identified below.

<p>ARTICLE 1 Union Recognition</p>	<p>Ref: Language at the end of Article 1 [p. 5] (The preceding Article, Article 1, shall apply to PSEs)</p> <p>Ref: MOU, Appendix A, [p. 280]: Lists Article 1 as applying to PSEs.</p>	<p>Re: Article 1, Section 4. Definition X-Ref: JCIM, Page 21 - Article 1, p. 1 Article 7.1.B provides for the establishment of the Postal Support Employee (PSE) work force comprised of non-career bargaining unit employees.</p>
<p>ARTICLE 2 Non- Discrimination and Civil Rights</p>	<p>Ref: Language at the end of Article 2 [p. 6] (The preceding Article, Article 2, shall apply to PSEs)</p> <p>Ref: MOU, Appendix A, [p. 280]: Lists Article 2 as applying to PSEs.</p>	<p>X-Ref: JCIM, Page 25 - Article 2, p. 25 USPS HIRING POLICY The USPS applies its non-discrimination policies to the hiring processes, including the new category of employee, [Postal Support Employee (PSEs)]. The USPS hiring process is governed by the Rehabilitation Act of 1973 and prohibits discrimination against qualified employees and career and non-career job applicants with disabilities, including those disabled employees who are deaf or hard of hearing. The non-discrimination policies include the commitment in Employee and Labor 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 (see letter, page 301 of CBA).</p>
<p>ARTICLE 3 Management Rights</p>	<p>Ref: Language at the end of Article 3 [p. 7] (The preceding Article, Article 3, shall apply to PSEs)</p> <p>X-Ref: MOU, Appendix A, [p. 281]: Lists Article 3 as applying to PSEs.</p>	
<p>ARTICLE 4 Technological and Mechanization Changes</p>		
<p>ARTICLE 5</p>	<p>Ref: Language at the end of Article 5 [p. 9]</p>	

<p>Prohibition of Unilateral Action</p>	<p>(The preceding Article, Article 5, shall apply to PSEs)</p> <p><u>X-Ref: MOU, Appendix A, [p. 281]:</u> Lists Article 5 as applying to PSEs.</p>	
<p>ARTICLE 6 No Layoff or Reduction in Force</p>	<p><u>Ref: Article 6 [p. 13]:</u> B. Preconditions for Implementation of Layoff and Reduction in Force</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 PSEs 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>	
<p>ARTICLE 7 Employee Classification</p>	<p>WHAT ARE POSTAL SUPPORT EMPLOYEES (PSEs)? <u>Ref: Article 7, Section 1. Definition and Use, [p. 19]</u> <u>X-Ref: MOU, Appendix A [p. 281]</u></p> <p>B. Postal Support Employees (PSEs)</p> <p>1. The PSE work force shall be comprised of non-career bargaining unit employees.</p> <p><u>Also X-Ref: MOU, Appendix A [p. 279]</u></p> <p>2. General Principles</p> <p>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.</p> <p>HIRING PSEs <u>Ref: Article 7.1.B.8 [p. 22]</u> <u>X-Ref: MOU, APPENDIX A [p 284]</u></p> <p>8. PSEs shall be hired from an appropriate register pursuant to such procedures as the Employer may establish. ...</p>	<p>Re: Article 7, Section 1.B.1 X-Ref: JCIM, Page 35 - Article 7, p.1 POSTAL SUPPORT EMPLOYEES</p> <p>Ref: Email, June 9, 2011, from Michael Mlaker to Mike Morris <i>"Vets will be given preference in the hiring of PSE's"</i></p>

Also 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 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]

X-Ref: MOU, Appendix A [p. 279]

X-Ref: MOU, Appendix A [p 284]

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: JCIM, APPENDIX A, Q & A , PSEs, Page 3 of 12

Q #17. Is 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.

Re: Article 7.1.B.8

X-Ref: JCIM, Page 38 - Article 7, p. 4

POSTAL SUPPORT EMPLOYEE (PSE) TERM LIMIT

Also Ref: JCIM, APPENDIX C, Q & A , PSEs, Page 2 of 7

Q #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.

RE: 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.

MOU, 8/13/13, Patrick Devine/Mike Morris

RE: Postal Support Employee (PSE) Reappointment

The parties acknowledge that PSEs may be separated at any time during their term of appointment for lack of work. Separations for lack of work shall be by inverse relative standing on the appropriate PSE roll. Such separations are not grievable except where the separations are pretextual. PSEs separated for lack of work will be given reappointment ahead of other PSEs with less relative standing on the PSE roll (or hiring a new PSE) within the installation if the need for hiring arises within (1) year of their separation. PSEs are separated for 5 days between appointments.

When operational circumstances indicate that reappointment for a PSE(s) is not needed and the installation employs a PSE(s) with lower relative standing, the PSE(s) with higher standing will be reappointed and the PSE(s) with the lower standing in the installation will be separated instead. Such separation of a PSE(s) with the lowest standing is not grievable except where the separation is pretextual. These PSE(s) separated for lack of work during or upon completion of their term of appointment will be given reappointment ahead of other PSE(s) with less relative standing on the PSE roll (or hiring a new PSE) in the installation if the need for hiring arises within one (1) year of separation.

(The preceding language supersedes the language in the first paragraph of the MOU. Re: Postal Support Employees, Section 3.B.3, pp.289-290, 2010-15 CBA.)

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
- 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].

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

Re: Article 7.1.B.3 & 7.1.B.4.

X-Ref: JCIM, Page 36 - Article 7, p. 2
PSE WORK ASSIGNMENTS

X-Ref: JCIM, Pages 36 - 38 - Article 7, pp.2 - 4
PSE WORK ASSIGNMENTS in the Clerk Craft.

X-Ref: JCIM, Pages 37 & 38 - Article 7, pp.3 & 4
PSE WORK ASSIGNMENTS in the Maintenance Craft

X-Ref: JCIM, Pages 37 & 38 - Article 7, pp.3 & 4
PSE WORK ASSIGNMENTS in the Motor Vehicle Craft

Also Ref: MOU, March 9, 2012, Neftali Pluguez / Mike Morris
RE: HQ, Article 40, and **Material Support Craft**, Article 41
In **Function 8**, the total number of PSEs will not exceed the percentages, by craft, in Article 7.1.B.3, by installation and facility

1. General Principles

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

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

X-Ref: [MOU, Appendix A, p 281](#)

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 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

X-Ref: [JCIM, Pages 37 & 38](#) - Article 7, pp. 3 & 4
ADDITIONAL PROVISIONS AFFECTING PSE CAPS

SETTLEMENT AGREEMENT, 8/14/13, Doug Tulino/Cliff Guffey
Re: Postal Support Employee (PSE) District /ISC Cap Violations
Q10C-4Q-C 13126898 / HQTG20130201

Re: PSE Caps

SETTLEMENT AGREEMENT, 10/3/14, Doug Tulino/Mark Dimondstein

Re: Postal Support Employee (PSE) District /ISC Cap Violations
Q10C-4Q-C 13126898 / HQTG20130201

Ref: [JCIM, APPENDIX A. Q & A , PSEs, Page 3 of 12:](#)

Q #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.

Ref: [JCIM, APPENDIX A, Q & A , PSEs, Page 2 of 12:](#)

Q #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.

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]

X-Ref: MOU, APPENDIX A, [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]

X-Ref: MOU, APPENDIX A, [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: EXCEPTIONS AND EXCLUSIONS TO DISTRICT PERCENTAGES

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

X-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

Ref: **JCIM, APPENDIX A, Q & A , PSEs, Page 2 of 12:**

Q #10 How is “new work” defined for purposes of PSE’s not counting toward the PSE cap?

ANSWER: “New work” is defined in Section 7.B.6, of the PSE MOU and includes work being contracted out that is brought back in-house, such as:

- a. In the **Clerk Craft**, work in any former Contract Postal Unit (CPU), unless it is a full-service unit or it primarily provides postal services;
- b. In the **Maintenance Craft**, formerly contracted out custodial work (subject to the provisions of the Maintenance Craft Jobs MOU);
- c. In the **Motor Vehicle Craft**, highway contract routes (HCRs) that are brought back into the Postal Service and assigned to postal employees (subject to the provisions of the Motor Vehicle Craft Jobs

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

ALSO 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, Section 1. Definition and Use, [p. 22]

X-Ref: MOU, APPENDIX A, General Principles, e, [pp. 279 & 280]

X-Ref: MOU, APPENDIX A, [p. 284]

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.

MOU).

- d. In other circumstances when new or contracted work is brought in-house or new retail initiates that are not full-service post offices are established as the parties may agree.

Q #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.

X-Ref: **JCIM, Page 37** - Article 7, p. 3

ADDITIONAL PROVISIONS AFFECTING PSE CAPS

X-Ref: **JCIM, Page 38** - Article 7, p. 4

REPORTING REQUIREMENTS

Ref: Arbitration G10C-4G-C 13227391 and G10C-4G-C 13257180, Enid, OK - Arbitrator Michael B. McReynolds, dated June 7, 2014

Award: The Service violated National Agreement when it separated PSEs in order to reduce PSE complement to comply with cap established in Article 7.1.B.3, where action violated specific contractual rights of PSEs.

	<p>PSE WORK ASSIGNMENT GUARANTEES <u>Ref: Article 7.1.B.8 [p. 22]:</u> <u>X-Ref: MOU, APPENDIX A [p 284]</u></p> <p>8. ...Such employees have no daily or weekly work hour guarantees, except as provided for in Article 8.8.D. ...</p> <p><u>Also X-Ref: Article 8.8 [p. 30]</u> <u>Also X-Ref: MOU, APPENDIX A [p 285]</u></p> <p>D. Any PSE who is scheduled to work and who reports shall be guaranteed two (2) hours of work or pay.</p> <p>PSE WORK ASSIGNMENTS vs CAREER EMPLOYEES <u>Ref: Article 7, Section 1. Definition and Use, [p. 19]</u> <u>X-Ref: MOU, APPENDIX A [p. 281]</u></p> <p>B. Postal Support Employees (PSEs)</p> <p>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.</p>	<p>X-Ref: JCIM, Page 58 - Article 8, Q&A, Article 8, p. 16</p> <p>24. When do part-time flexible employee and PSE guarantees take effect? Response: When the employee reports to work as scheduled. No guarantee applies when the part-time flexible employee or PSE is notified prior to reporting to work that the previously scheduled work day is canceled.</p> <p>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 2 of 12 Q #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.</p> <p>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 3 of 12 Q #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>
<p>ARTICLE 8 Hours of Work</p>	<p>HOURS OF WORK FOR PSEs <u>Ref: Article 8, Section 2. Work Schedules [pp. 25-26]</u> <u>X-Ref: MOU APPENDIX A [p. 284]</u></p> <p>2. Contract Provisions Article 8 – HOURS OF WORK Section 2. Work Schedules</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>X-Ref: JCIM, Page 45 - Article 8, p. 3 WORK WEEK – PART TIME EMPLOYEES</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.
- 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.
- 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.

Section 3. Exceptions

The above shall not apply to part-time employees and PSEs.

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 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, Section 4. Overtime Work [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

X-Ref: **ICIM, Pages 48 & 49** - Article 8, pp. 6 & 7
OVERTIME WORK – PSE EMPLOYEES

Also X-Ref: **ICIM, Page 55** - Article 8, Q&A, Article 8, p. 13:
6. Are Postal Support Employees (PSEs) entitled to Postal Overtime?

Response: No. Postal Support Employee (PSEs) are paid FLSA overtime for work performed beyond forty hours in a service week.

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: Article 8.4.G [p. 27]

X-Ref: MOU APPENDIX A [pp. 292-293]

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.

Also X-Ref: **JCIM, Page 56** - Article 8, Q&A, Article 8, p. 14:
11. Is management required to assign overtime to overtime desired list employees before utilizing a Postal Support Employee (PSE) in excess of eight work hours in a service day?

Response: Qualified and available full-time employees on the appropriate overtime desired list will be selected to perform such work

Ref: Arbitration Q06C-4Q-C 08031764, C/A, Washington DC Arbitrator Shyam Das, Dated November 19, 2013

Re: 2006 Contract, Article 8.5.H, OTDL vs Casuals

Management has been arguing that under the new language of **Article 8.5.G**, if the available OTDL employee is entering into V-pay status then a PSE can work past 8 hours, simply because the OTDL employee was entering a V-pay status. ***It is our position that this award regarding OTDL vs Casuals also settles the new issue of OTDL vs PSEs.***

X-Ref: **JCIM, Page 45** - Article 8, p. 3

WORK WEEK – PART TIME EMPLOYEES

NOTE: In the **Clerk** and **Motor Vehicle Craft**, when PSEs 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.

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.

WORK HOUR LIMITATIONS

Ref: [Article 8, Section 5.G. Overtime Assignments, \[p. 28\]](#)

NOTE: The overtime limits in **Article 8.5.G** apply only to full-time regulars and full-time flexible employees. However, **ELM 432.32** applies work hour restrictions to PSEs as well.

PSEs DO NOT RECEIVE SUNDAY PREMIUM PAY

Ref: [Article 8, Section 6. Sunday Premium Payment, p. 29\]](#)

Section 6. SUNDAY PREMIUM PAYMENT

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

X-Ref: [JCIM, Pages 50 & 51](#) - Article 8, pp.8 & 9

**OVERTIME PROVISIONS
WORK HOUR LIMITATIONS**

The restrictions of Section 432.32 of the ELM also apply to Postal Support Employees

NIGHT SHIFT DIFFERENTIAL FOR PSEs

Ref: Article 8, Section 7. Night Shift Differential [p. 29]

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 Three)

X-Ref: Article 9, Table Three, [p. 38].

Grade	Hourly Rate
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, Section 8. Guarantees, [p. 30]

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

Section 8. Guarantees

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, Section 9. Wash-Up Time [p. 30]

X-Ref: MOU, APPENDIX A, [p. 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.)

X-Ref: ICIM, Page 58 - Article 8, Q&A, Article 8, p. 16

24. When do part-time flexible employee and PSE guarantees take effect?

Response: When the employee reports to work as scheduled. No guarantee applies when the part-time flexible employee or PSE is notified prior to reporting to work that the previously scheduled work day is canceled.

ARTICLE 9
Salaries and
Wages

PSE HOURLY PAY RATES

Ref: Article 9, Table Three [p. 38]

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

Grade	Hourly Rate
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 SALARY INCREASES

Ref: Article 9, Section 7. Postal Support Employees [p. 34]

Also Ref: MOU, APPENDIX A [p. 286]:

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:

Effective November 17, 2012, the hourly rates for all grades shall be increased by 1.0%.

Effective November 16, 2013, the hourly rates for all grades shall be increased by 1.0%.

Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 1 of 12

Q #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: JCIM, APPENDIX A, Q & A , PSEs, Page 1 of 12

Q #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.

X-Ref: JCIM, Page 62 - Article 9, p.1

Article 9 sets forth the amounts and timing of salary increases including general wage increases and cost-of-living adjustments (COLA). **Postal Support Employees (PSEs) will receive general increases and wage adjustments in accordance with the PSE MOU and Article 9.7. PSEs do not receive COLA or step increases.**

	<p>Effective November 15, 2014, the hourly rates for all grades shall be increased by 1.5%.</p> <p>All percentage increases are applied to the wage rates in place on the effective date of this Agreement.</p> <p>PSEs DO NOT RECEIVE COLA</p> <p>PSEs DO NOT RECEIVE STEP INCREASES</p>	<p>X-Ref: JCIM, Page 62 - Article 9, p.1</p> <p>X-Ref: JCIM, Page 62 - Article 9, p.1</p>
<p>ARTICLE 10 Leave</p>	<p>Ref: Article 10 [p.38] X-Ref MOU, APPENDIX A, Re: Postal Support Employees, [pp.286-287]</p> <p>Section 2. Leave Regulations</p> <p>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, other than PSEs, 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 take into consideration that scheduling is done on a tour-by-tour basis and that employee skills are a determining factor in this decision.</p> <p>(The preceding paragraph, Article 10.2B, applies to PSEs)</p> <p>Ref: Language at the end of Article 10 [p.42] (Additional leave provisions regarding PSEs can be found in Appendix A)</p> <p>HOW DO PSEs EARN ANNUAL LEAVE? Ref: MOU, APPENDIX A, [p 279]</p> <p>1. General Principles</p> <p>e. Leave provisions for PSEs are included in Attachment A.</p> <p>Ref: MOU, ATTACHMENT A, POSTAL SUPPORT EMPLOYEE (PSE)</p>	<p>X-Ref: JCIM, Page 67 - Article 10, p. 3 Article 10, Section 2 has been updated to exclude PSEs from coverage under ELM Subchapter 510.</p> <p>X-Ref: JCIM, Page 70 - Article 10, p. 6 ANNUAL LEAVE Postal Support Employee (PSEs) earn annual leave in accordance with the PSE Annual Leave Provisions in the PSE MOU.</p>

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 in pay status in Each pay period	20 40 60 80	1 2 3 4 (max)

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

USE OF PS FORM 3971

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

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

X-Ref: **JCIM, Page 72** - Article 10, p. 8
ANNUAL LEAVE ACCRUAL – POSTAL SUPPORT EMPLOYEES

1. Accrual of Annual Leave

Ref: **JCIM, APPENDIX A, Q & A , PSEs, Page 1 of 12:**

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

ANSWER: Yes.

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, Page 72** - Article 10, p. 8
ANNUAL LEAVE ACCRUAL – POSTAL SUPPORT EMPLOYEES

2. Biweekly Crediting

X-Ref: **JCIM, Page 72** - Article 10, p. 8
ANNUAL LEAVE ACCRUAL – POSTAL SUPPORT EMPLOYEES

3. Payment for Accumulated Annual Leave

X-Ref: **JCIM, Page 72** - Article 10, p. 8
II. Authorizing Annual Leave (PSE)

A. General

X-Ref: **JCIM, Page 73** - Article 10, p. 9
IV. FORM 3971, Request for, or Notification of, Absence

appropriate supervisor. ...

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.

PSEs MAY APPLY FOR LWOP WITHOUT EXHAUSTING ANNUAL LEAVE

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)

NEWLY CONVERTED PSEs CANNOT TAKE ANNUAL LEAVE

Ref: ELM 512.313

...

b. Ninety-Day Qualifying Period.

(1) *Requirement.* New employees are not credited with and may not

X-Ref: JCIM, Page 80 - Article 10, p. 16
LEAVE WITHOUT PAY (LWOP)

X-Ref: JCIM, Page 70 - Article 10, p. 6
ANNUAL LEAVE ...

New employees earn annual leave but are not credited with the leave and may not take it prior to completing ninety days

take annual leave until they complete 90 days of continuous employment under one or more appointments without a break in service. ...

(4) Full-time Employees and A-E Postmasters. After new employees complete the 90-day qualifying period, they are credited with annual leave to be earned during the remainder of the leave year plus the leave earned during the qualifying period.

PSEs DO NOT EARN SICK LEAVE

Ref: [Article 10, Section 5, \[p. 41\]](#)

(NOTE: The contract does not state the language of Article 10, Section 5 shall apply to PSEs)

PSE RESPONSIBILITIES - UNSCHEDULED ABSENCES

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

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.

PSEs AND ABSENCES DUE TO EMERGENCIES, ILLNESS OR INJURY

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

II. AUTHORIZING ANNUAL LEAVE

- 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

of continuous employment (ELM, Section 512.313(b)). ...

Ref: [JCIM, Page 76](#) - Article 10, p. 12

SICK LEAVE – POSTAL SUPPORT EMPLOYEES

Postal Support Employees (PSEs) do not earn sick leave. They do receive annual leave to be used for rest, recreation, emergency purposes, as well as, illness or injury

X-Ref: [JCIM, Page 73](#) - Article 10, p. 9

III. *Unscheduled Absence*

X-Ref: [JCIM, Page 72](#) - Article 10, p. 8

II. *Authorizing Annual Leave (PSE)*

- B. **Emergencies and Illness or Injury**

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 ARE ELIGIBLE FOR FMLA

Ref: **JCIM, APPENDIX C, Q & A , PSEs, Pp 2 & 3 of 7**

Q #10. Are PSEs eligible for FMLA protected leave?

ANSWER: 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.

X-Ref: JCIM, Page 84 - Article 10, p. 20

NOTE: Postal Support Employees (PSEs) are eligible for FMLA provided they meet the necessary requirements above.

**Ref: Arbitration E10C-1E-D 12230417, Harrington, Denver, CO
Arbitrator Arthur T. Voss, dated November 1, 2012
PSE terminated – Attendance - FMLA**

PSEs ARE NOT ELIGIBLE FOR COURT LEAVE (JURY DUTY)

Ref: ELM 516.12 Eligibility

Court leave is granted to all full-time and part-time regular employees. Certain part-time flexible employees are granted court leave ... All other employees are ineligible for court leave and must use either annual leave or LWOP to cover the period of absence from postal duties for court service ...

PSEs ARE NOT ELIGIBLE FOR PAID MILITARY LEAVE

	<p>Ref: ELM 517.22</p>	<p>X-Ref: JCIM, Page 87 - Article 10, p. 23 MILITARY LEAVE Non-career employees, such as PSEs, are permitted to be absent, but are not eligible for paid military leave in accordance with Section 517.22 of the ELM.</p>
<p>ARTICLE 11 Holidays</p>	<p>SCHEDULING CAREERS AND PSEs TO WORK HOLIDAYS Ref: Article 11, Section 6. Holiday Schedule [p. 44]</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, (in Level 20 and below post offices) 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>Ref: Article 11, Section 6. Holiday Schedule [p.45] Also Ref: MOU, Appendix A, Article 11 – HOLIDAYS [p. 287]</p> <p>D. Postal Support Employees 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>	<p>X-Ref: JCIM, Page 90 - Article 11, p. 3 HOLIDAY SCHEDULE ... When the LMOU does not establish a pecking order the following should be used to select employees to work on a holiday:</p> <ul style="list-style-type: none"> • All part-time flexible employees ... • All full-time and part-time regular employees who possess the necessary skills ... volunteered ... on their holiday or their designated holiday... • Postal Support Employees (PSEs) • All full-time and part-time regular employees who possess the necessary skills ... volunteered... on their non-scheduled day... • Full-time regular employees who do not volunteer ... non-scheduled day... • Full-time regular employees who do not volunteer ... holiday or designated holiday... <p>X-Ref: JCIM, Page 92 - Article 11, p. 5 POSTAL SUPPORT EMPLOYEES</p>
<p>ARTICLE 12 Principles of Seniority, Posting and Reassignments</p>	<p>Ref: Article 12 [p. 45] Section 1. Probationary Period A. 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 permitted access to the grievance procedure in relation thereto. ...</p>	<p>DO PSEs SERVE ANOTHER PROBATIONARY PERIOD UPON BEGINNING A SUBSEQUENT TERM AS A PSE AFTER THE REQUIRED 5-DAY BREAK IN SERVICE? Ref: APWU National Position: PSEs do not have a probationary period because it is only discussed in the contract under Article 12, which only addresses career employees. The</p>

[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 \[p. 336\]:](#)

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, 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.

DO PSEs WHO ARE CONVERTED TO CAREER STATUS HAVE TO SERVE A NEW PROBATIONARY PERIOD?

Ans: Yes. Ref: Handbook EL-312

584.43 Periods of Noncareer Service

Postal service in casual or temporary status does not count toward completion of a probationary period, even though such service may have immediately preceded the career appointment.

X-Ref: JCIM, Page 100 - Article 12, p. 6

X-Ref: JCIM, Page 105 - Article 12, p.11

MINIMIZING IMPACT

X-Ref: JCIM, APPENDIX A, Q & A, Art 12, Page 8 of 12:

Q #45. Article 12.5.B.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.

	<p>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 made available for the reassignment of excess career employees.</p> <p>Ref: Article 12.5.C.5 [p. 59] C. Special Provisions on Reassignments 5. Reduction in the Number of Employees in an Installation Other Than by Attrition</p> <p>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:</p> <p>...</p> <p>(2) Shall, to the extent possible, minimize the impact on regular work force employees by separation of all PSEs.</p> <p>PSE Shop Stewards Have Superseniority – But only over other PSEs.</p>	<p>Ref: JCIM, APPENDIX C, Q & A , PSEs, Page 2 of 7: Q #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> <p>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.</p> <p>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 4 of 12 Q #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?</p> <p>ANSWER: Yes.</p>
<p>ARTICLE 13 Assignment of Ill or Injured Regular Workforce Employees</p>	<p>Ref: Article 13, Section 4. General Policy Procedures [p. 72]: 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.</p> <p>Ref: MOU, Appendix A, [p. 289]: 3. Other Provisions A. Light Duty Article 13 does not apply to PSEs. However Article 13 does not</p>	

	<p>prohibit the assignment of PSEs to light duty.</p> <p>NOTE: <u>Ref: Article 7.1.B. Postal Support Employees (PSEs) [p. 21];</u> <u>(X-Ref: MOU, APPENDIX A, [pp. 282-283];</u> 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>X-Ref: JCIM, Page 37 - Article 7, p. 3 ADDITIONAL PROVISIONS AFFECTING PSE CAPS</p>
<p>ARTICLE 14 Safety and Health</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>ARTICLE 15 Grievance-Arbitration Procedure</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>3. Other Provisions B. Article 15 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</p>	

	<p>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>ARTICLE 16 Discipline Procedure</p>	<p><u>Ref: Language at the end of Article 16 [p. 112]</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>Ref: MOU, Appendix A, [pp. 289-290]</u></p> <p>3. Other Provisions</p> <p>B. Article 15</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</p>	<p><u>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 4 of 12:</u> Q #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</p> <p><u>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 4 of 12:</u> Q #24. May PSE's be removed for reasons other than lack of work? ANSWER: 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) work</p>

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 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.

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.

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.

days, or has been employed for 120 calendar days, whichever comes first.

Also Ref: **JCIM, Page 154 - Article 16, p. 7:**

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 work days, or has been employed for 120 calendar days, whichever comes first.

In the case of removal for cause within the term of an appointment, a PSE 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.

Ref: MOU, February 27, 2013, Patrick M. Devine / Mike Morris

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.

- The parties recognize that removal is not the only mechanism available to correct deficient behavior when warranted,**
- 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.**
- The parties agree that PSEs will not be non-scheduled because of misconduct as a substitute for discipline which would be otherwise appropriate.**
- 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.**

		<p>Ref: Arbitration E10C-1E-D 12230417, Harrington, Denver, CO Arbitrator Arthur T. Voss, dated November 1, 2012 PSE terminated – Attendance - FMLA</p> <p>Ref: Arbitration C10C-1C-D 12210621, Harrisburg, PA Arbitrator Kathryn Durham, dated May 201 PSE terminated – Just Cause applies to PSEs</p> <p>Ref: Arbitration G10C-4G-D 13034160, Hattiesburg, MS Arbitrator William Holley, Arbitrator Holley concluded that Arbitrator Durham’s decision will be the defining principle regarding applying progressive discipline to PSEs</p>
<p>ARTICLE 17 Representation</p>	<p><u>Ref: Language at the end of Article 17.2. Appointment of Stewards [p. 114]</u> (The preceding Section, Article 17.2, shall apply to PSEs)</p> <p><u>Ref: Language at the end of Article 17.3. Rights of Stewards [p. 115]</u> (The preceding Section, Article 17.3, shall apply to PSEs)</p> <p><u>Ref: Language at the end of Article 17.4. Payment of Stewards [p. 115]</u> (The preceding Section, Article 17.4, shall apply to PSEs)</p> <p><u>Ref: Language at the end of Article 17.6. Union Participation in New Employee Orientation [p. 118]</u> During the course of any employment orientation program for new career or non-career employees, or in the event a current postal employee is reassigned to an APWU bargaining unit, a representative of the Union representing the craft or occupational group to which the new or current employees are assigned shall be provided ample opportunity to address such new employees, provided that this provision does not</p>	<p>CAN A PSE BE A SHOP STEWARD? DO PSE SHOP STEWARDS HAVE SUPER SENIORITY RIGHTS? REF: JCIM, page 164, Article 17, page 10 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? Response: Yes NOTE: This <u>DOES NOT</u> give the PSE steward super seniority rights over a career employee – only over other PSEs.</p> <p>Question 25: Does a PSE steward’s rights impact who is selected for an available career opportunity? Response: No</p> <p>2nd ORIENTATION FOR PSEs REF: JCIM, page 159, Article 17, page 5 NOTE: 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</p>

	<p>preclude the Employer from addressing employees concerning the same subject. 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. (The preceding Section, Article 17.6, shall apply to PSEs)</p> <p>Ref: Language at the end of Article 17.7. Dues Checkoff [p. 120] (The preceding Section, Article 17.7, shall apply to PSEs)</p>	<p>Consumer Driven Health Plan.</p>
<p>ARTICLE 18 No Strike</p>	<p>Ref: Language at the end of Article 18 [p. 121] (The preceding Article, Article 18, shall apply to PSEs)</p>	
<p>ARTICLE 19 Handbooks and Manuals</p>	<p>Ref: Article 19 [p. 123] Section 1. General ... 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.</p> <p>Ref: MOU, Appendix A, [p. 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.</p>	<p>Ref: JCIM, APPENDIX C, Q & A , PSEs, Page 2 of 7: Q #10. Are PSEs eligible for FMLA protected leave? ANSWER: 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>Ref: Arbitration E10C-1E-D 12230417, Harrington, Denver, CO Arbitrator Arthur T. Voss, dated November 1, 2012 PSE terminated – Attendance - FMLA</p> <p>PSEs are NOT ELIGIBLE for <u>paid</u> Military Leave. They are permitted the leave, but they won't be paid by the USPS. Ref: ELM, 517.2 Eligibility 517.21 Eligible Employees</p>

	<p>Article 20 Article 22 Article 23 Article 24 Article 27 Article 28 Article 31 Article 32 Article 34 Article 36 Article 42 Article 43</p> <p>Only the following Memorandums of Understanding from the 2010 National Agreement shall apply to PSEs:</p> <ul style="list-style-type: none"> • 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] 	<p>Career postal employees, i.e., full-time, part-time regular, and part-time flexible employees who are members of the following components of the armed forces, are eligible for paid military leave:</p> <ol style="list-style-type: none"> The Army National Guard of the United States. The Army Reserve. The Naval Reserve. The Marine Corps Reserve. The Air National Guard of the United States. The Coast Guard Reserve. The Air Force Reserve. <p>517.22 Ineligible Employees Permitted to be absent, but not eligible for paid military leave, are noncareer employees such as the following:</p> <ol style="list-style-type: none"> Casual employees. Contract workers. Noncareer rural carriers. Temporary employees. Transitional employees
<p>ARTICLE 20 Parking</p>	<p><u>Ref: Language at the end of Article 20 [p. 125]</u> (The preceding Article, Article 20, shall apply to PSEs)</p>	
<p>ARTICLE 21 Benefit Plans</p>	<p><u>HEALTH PLAN BENEFITS FOR PSEs</u></p> <p><u>Ref: MOU, Appendix A, [p. 291]:</u> 3. Other Provisions D. Health Insurance</p> <p><u>Also Ref: MOU, [pp. 360-361]:</u></p>	<p><u>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 3 of 12:</u> Q #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? ANSWER: Upon serving for a year without a break in service</p>

<p>Re: Article 21.1 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.</p> <p>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.</p> <p><u>Also Ref: Article 21, [p. 127]:</u> Section 5. Health Benefit Brochures 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 which represents the craft in which the employee is to be employed.</p> <p><u>Ref: MOU, Appendix A, [p. 291]:</u> 3. Other Provisions G. Retirement Savings Plan 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.</p>	<p>of more than 5 days, in accordance with OPM regulations.</p> <p>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 3 of 12: Q #15. If a casual is hired as a PSE, will time spent as a casual count toward eligibility for health insurance? ANSWER: No.</p> <p>RE: Health insurance for PSEs when they are let go for lack of work. National has stated that after two pay periods in a non-pay status they should receive a bill for their portion of the premiums. They MUST pay that bill to continue their insurance while on the retention list. There is no time limit on how long they can keep the insurance.</p> <p>REF: OPM Guide to Benefits REF: USPS Notification Letter to PSEs: <u>PSE Eligibility for FEHB Coverage</u> 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><u>PSE Eligibility to Enroll in APWU CDHP and Receive USPS 75% Premium Contribution</u> 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 premium contribution to the APWU CDHP, disregarding breaks in service of 5 days or less. PSEs who are eligible for FEHB and also eligible for the 75%</p>
--	--

		<p>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><u>There is a deadline to make this decision</u> — under FEHB following qualifying Life Event rules, 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. 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 https://liteblue.usps.gov. 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 https://liteblue.usps.gov, 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>
--	--	--

<p>ARTICLE 22 Bulletin Boards</p>	<p><u>Ref: Language at the end of Article 22 [p. 128]</u> (The preceding Article, Article 22, shall apply to PSEs)</p>	
<p>ARTICLE 23 Rights of Union Officials to Enter Postal Installations</p>	<p><u>Ref: Language at the end of Article 23 [p. 128]</u> (The preceding Article, Article 23, shall apply to PSEs)</p>	
<p>ARTICLE 24 Employees on Leave with Regard to Union Business</p>	<p><u>Ref: Language at the end of Article 24 [p. 129]</u> (The preceding Article, Article 24, shall apply to PSEs)</p>	
<p>ARTICLE 25 Higher Level Assignments</p>	<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><u>XREF: JCIM, page 175, Article 25, page 1</u></p> <p>NOTE: 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>NOTE: The language in the MOU and Article 25 regarding higher level applies to higher level bargaining unit assignments, not 204b details.</p> <p>PSEs as Postmaster Relief (PMR) and Officer in Charge (OIC) APWU Position: Mike Morris, Director Industrial Relations</p>

		<p>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>Publication 32 Officer in Charge (OIC) — 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" data-bbox="1213 708 1969 867"> <tr> <td data-bbox="1213 708 1436 867">postmaster relief/leave replacement</td> <td data-bbox="1436 708 1507 867">PMR</td> <td data-bbox="1507 708 1969 867">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>APWU Position – 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.			
<p>ARTICLE 26 Uniforms and Work Clothes</p>					

ARTICLE 27 Employee Claims	Ref: Language at the end of Article 27 [p. 136] (The preceding Article, Article 27, shall apply to PSEs)	
ARTICLE 28 Employer Claims	Ref: Language at the end of Article 28 [p. 138] (The preceding Article, Article 28, shall apply to PSEs)	
ARTICLE 29 Limitation on Revocation of Driving Privileges		
ARTICLE 30 Local Implementation	XRef: Article 11, Section 6. Holiday Schedule [p.45] Also XRef: MOU, Appendix A, Article 11 – HOLIDAYS [p. 287] D. Postal Support Employees 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. <u>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.</u>	
ARTICLE 31 Union- Management Cooperation	Ref: Language at the end of Article 31 [p. 145] (The preceding Article, Article 31, shall apply to PSEs)	

<p>ARTICLE 32 Subcontracting</p>	<p><u>Ref: Language at the end of Article 32 [p. 149]</u> (The preceding Article, Article 32, shall apply to PSEs)</p>	
<p>ARTICLE 33 Promotions</p>		
<p>ARTICLE 34 Work and/or Time Standards</p>	<p><u>Ref: Language at the end of Article 34 [p. 153]</u> (The preceding Article, Article 34, shall apply to PSEs)</p>	
<p>ARTICLE 35 Employee Assistance Program</p>		
<p>ARTICLE 36 Credit Unions and Travel</p>	<p><u>Ref: Language at the end of Article 36 [p. 156]</u> (The preceding Article, Article 36, shall apply to PSEs)</p>	
<p>ARTICLE 37 Clerk Craft</p>	<p><u>Ref: Article 7, Section 1.B. Postal Support Employees (PSEs) [pp. 19-20]</u> <u>X-Ref: MOU, Appendix A, [p 281]</u> 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)</p>	<p>Ref: JCIM, Pages 36 - 38 - Article 7, pp.2 - 4 <i>PSE WORK ASSIGNMENTS in the Clerk Craft</i></p> <p>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 3 of 12: Q #19. Article 7.B.3 of the PSE MOU reads, "In the Clerk Craft, ... except in accounting periods 3 and 4, <i>beginning two (2) years from the effective date of the contract.</i>" Does the "beginning two (2) years from the effective date of the</p>

clerk craft employees within that District, except in 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.

WHAT ARE THE CAPS ON PSEs IN THE CLERK CRAFT?

Ref: Article 7, [pp. 19-20]

X-Ref: MOU, APPENDIX A [pp. 281 & 282]

Article 7 – EMPLOYEE CLASSIFICATION

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.

Ref: **JCIM, APPENDIX A, Q & A , PSEs, Page 2 of 12:**

Q #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.

Ref: **JCIM, APPENDIX A, Q & A , PSEs, Page 2 of 12**

Q #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?

ANSWER: It refers to the allowable number of PSEs. For example if the permissible number of PSEs 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 cap.

SETTLEMENT AGREEMENT FOR VIOLATION OF PSE CAPS

SETTLEMENT AGREEMENT, 8/14/13, Doug Tulino/Cliff Guffey
Re: Postal Support Employee (PSE) District /ISC Cap Violations
Q10C-4Q-C 13126898 / HQTG20130201

Section 1 – Definition and Use

B. Postal Support Employees (PSEs)

CAPS ON PSEs IN MAIL PROCESSING (FUNCTION ONE)

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.

CAPS ON PSEs IN RETAIL/CUSTOMER SERVICES (FUNCTION FOUR)

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. ...

Re: PSE Caps

SETTLEMENT AGREEMENT, 10/3/14, Doug Tulino/Mark Dimondstein

Re: Postal Support Employee (PSE) District /ISC Cap Violations Q10C-4Q-C 13126898 / HQTG20130201

Ref: **JCIM, APPENDIX C, Q & A , PSEs, Page 2 of 7:**

Q #7. May a PSE work in both Function 4 and Function 1?

ANSWER: 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.

Ref: **JCIM, APPENDIX A, Q & A , PSEs, Page 2 of 12:**

Q #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.

Ref: **JCIM, APPENDIX A, Q & A , PSEs, Page 2 of 12 :**

Q #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?

ANSWER: 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

CAPS ON PSEs IN LEVEL 22 AND ABOVE OFFICES, RETAIL/CUSTOMER SERVICES (FUNCTION FOUR) WHO WORK THE WINDOW

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 PSE's HOURS SHOW A FULL-TIME DUTY

cap.

Ref: **JCIM, APPENDIX C, Q & A, PSEs, Page 1 of 7:**

Q #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: **JCIM, APPENDIX C, Q & A, PSEs, Page 3 of 7:**

Q #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: **JCIM, APPENDIX C, Q & A, PSEs, Page 3 of 7:**

Q #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.

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

Ref: Article 7, [p. 21]

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:

- 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: **JCIM, APPENDIX A, Q & A , PSEs, Page 2 of 12**

Q #10. How is “new work” defined for purposes of PSEs not counting toward the PSE cap?

ANSWER: “New work” is defined in Section 7.B.6, of the PSE MOU and includes work being contracted out that is brought back in-house, such as:

- d. In the **Clerk Craft**, work in any former Contract Postal Unit (CPU), unless it is a full-service unit or it primarily provides postal services; ...
- e. In other circumstances when new or contracted work is brought in-house or new retail initiates that are not full-service post offices are established as the parties may agree.

Q #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.

Ref: **JCIM, APPENDIX A, Q & A , PSEs, Page 3 of 12:**

Q #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

	<p>Ref: Article 37.1.K. Live Record [p. 158]</p> <p>Ref: Article 37.3.A.1. [p. 165]</p> <p>Section 3. Posting, Bidding, and Application</p> <p>A. Newly established and vacant Clerk Craft duty assignments shall be posted as follows:</p> <p>1. All newly established Clerk Craft duty assignments shall be posted to craft employees eligible to bid within 28 days. All vacant duty assignments, except those positions excluded by the provisions of Article 1, Section 2, shall be posted within 28 days unless such vacant duty assignments are reverted. Every effort will be made to create desirable duty assignments from all available work hours for career employees to</p>	<p>occasion of the employee's break in service.</p> <p>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 4 of 12</p> <p>Q #20. How does management determine which PSE to terminate during their term when there is a lack of work?</p> <p>ANSWER: Clerk ...craft PSEs will be terminated for lack of work based upon inverse craft standing on the roll in the installation. ...</p> <p>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 4 of 12</p> <p>Q #21. When needed, how does management determine which PSE to bring back to work?</p> <p>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.</p> <p>REF: JCIM, page 204, Article 37, page 6</p> <p>Question 26: Does a Postal Support Employee who qualifies on a scheme, machine skill, window, etc., have a live record which carries over into career employment?</p> <p>Response: yes. A live record or a scheme or machine skill for PSEs begins when they qualify and ends two years after they discontinue using the skill. A live record for PSEs on the window or other job listed in Article 37.3.F.7 begins upon qualification and continues for five years after the employee discontinues performing the duties requiring the skills.</p> <p>NTFT Duty Assignments vs PSE hours</p> <p>Ref: Instructions issued by Megan Brennan, Sept 28, 2012</p> <p>... Employees working in NTFT Duty Assignments of less than 40 hours per week are not guaranteed more hours per week than the PSE's working in the same facility.</p> <p>... However, where NTFT employees working less than 40 hours per week are regularly working less hours than the PSE's, and those work hours would otherwise be available to be performed by the career employees (same day or tour, etc.) the hours of the NTFT duty assignments should be</p>
--	---	--

bid.

a. **Full-time duty assignments.**

(1) Newly established full-time duty assignments are posted to full-time employees eligible to bid.

(2) Vacant full-time duty assignments are posted to full-time employees eligible to bid.

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.

appropriately adjusted to modify the hours and/or to achieve a more desirable work schedule...

OPTING BY PSEs

X-Ref: **JCIM, Page 45 - Article 8, p. 3**

WORK WEEK – PART TIME EMPLOYEES

XREF: JCIM, page 206, Article 37, page 8 Article 37.2.D

Question 35. How is a PSE's standing on the PSE roll, for conversion or opting, impacted by any break in service?

Response: Clerk Craft PSEs accrue Clerk Craft standing on the roll within the category of PSE from their original date of employment within the craft and installation, regardless of any break in service as a PSE (less than 1 year), including all time spent as a Clerk Craft PSE within the installation.

Ref: **JCIM, APPENDIX C, Q & A, PSEs, Page 3 of 7:**

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

ANSWER: Yes.

XREF: JCIM, page 206, Article 37, page 8

Question 36. Does PSE standing on the roll carry over into career appointment?

Response: 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.

Also REF: JCIM, page 206, Article 37, page 8 Article 37.3.A

Question 62. Do PSE **clerks** hold down their opted residual duty assignment during their mandatory 5-day break in

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.

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

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

3. Other Provisions

F. Opting

...

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.

BREAKING TIES

Ref: Article 37 [p. 161]

service?

Response: 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: MOU October 2014, - Doug Tullino & Mark Dimonstein
Re: PSEs Filling Residual Vacancies that Required Training (i.e. schemes, keying, etc)**

- 1) In the future, PSEs will be converted to career at the time they gain the initial assignment of the job in question. There will be no deferment for training, other than window training
- 2) They will then enter whatever training requirements with the job.
- 3) They will have to pass and if not could receive letters of termination.
- 4) The Union reserves the right to challenge any such termination notice.
- 5) For those PSEs in the middle of training and have had their conversion to fulltime deferred, they will now be converted to career into the job they had been assigned. This will take place even in the middle of any training requirements.
- 6) For those falling under number 5, their seniority will be adjusted as if they had been converted to career when they initially gained the job assignment.
- 7) There is no back pay liability when #5 and #6 is addressed.

BREAKING TIES

Ref: MOU, dated 2/26/13

Section 2. Seniority
D. Application of Seniority
4. Seniority Tie Breaker

Misc: Percentages of PSEs in International Service Centers (ISC)

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: **JCIM, APPENDIX C, Q & A, PSEs, Page 3 of 7:**

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

ANSWER: Yes.

Ref: **JCIM, APPENDIX A, Q & A, PSEs, Page 3 of 12:**

Q #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, APPENDIX C, Q & A, PSEs, Page 2 of 7:**

Q #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: **JCIM, APPENDIX C, Q & A, PSEs, Pp 1 & 2 of 7:**

Q #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).

	<p>Misc.: PSEs Working Registry 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. 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 ...</p> <p>Misc.: PSE's can work as Passport Acceptance Agents Ref: Lamont Brooks Feb 2013 emails with USPS HQ and the position of the State Department based on information provided by the USPS.</p>	<p>Re: PSE Caps SETTLEMENT AGREEMENT, 10/3/14, Doug Tulino/Mark Dimondstein Re: Postal Support Employee (PSE) District /ISC Cap Violations Q10C-4Q-C 13126898 / HQTG20130201</p> <p>Misc.: PSE's cannot work in Call Centers Ref: Clerk Craft Jobs MOU, pp 375 - 380 ... The Employer shall staff Call Center locations with no fewer than a total of 1,100 Clerk Craft duty assignments during the 2010 Agreement. These duty assignments will be filled by a mix of 70% career and 30% rehabilitation status employees. ...</p>
<p>ARTICLE 38 Maintenance Craft</p>	<p>WHAT ARE THE CAPS ON PSEs IN THE MAINTENANCE CRAFT Ref: Article 7, [p. 20] 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.</p>	<p>X-Ref: JCIM, Pages 37 & 38 - Article 7, pp.3 & 4: PSE WORK ASSIGNMENTS in the Maintenance Craft</p> <p>Re: PSE Caps SETTLEMENT AGREEMENT, 10/3/14, Doug Tulino/Mark Dimondstein Re: Postal Support Employee (PSE) District /ISC Cap Violations Q10C-4Q-C 13126898 / HQTG20130201</p>

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]

X-Ref: MOU, APPENDIX A, [p. 283]

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:

a. 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. [pp. 406 – 409]

PSEs WORKING CUSTODIAL DUTIES AND INSOURCING CONTRACTED WORK

Ref: MOU, [pp. 406-409]

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

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

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: **JCIM, APPENDIX A, Q & A , PSEs, Page 2 of 12**

Q #10. How is “new work” defined for purposes of PSEs not counting toward the PSE cap?

ANSWER: “New work” is defined in Section 7.B.6, of the PSE MOU and includes work being contracted out that is brought back in-house, such as:

- b. In the **Maintenance Craft**, formerly contracted out custodial work (subject to the provisions of the Maintenance Craft Jobs MOU); ...
- d. In other circumstances when new or contracted work is brought in-house or new retail initiatives that are not full-service post offices are established as the parties may agree.

Q #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.

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 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.

MAINTENANCE CRAFT SENIORITY FOR PSEs

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.

Ref: **JCIM, Q & A , PSE, Page 4 of 12**

Q #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

	<p>PSEs FILLING CAREER VACANCIES IN THE MAINTENANCE CRAFT</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>the installation. ...</p> <p>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 4 of 12 Q #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.</p> <p>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.</p> <p>X-Ref: Article 38 [p. 203] Section 3. Seniority J. Seniority for Breaking Ties</p> <p>Ref: JCIM, APPENDIX C, Q & A , PSEs, Page 3 of 7: Q #11. Does changing between crafts alter PSE standing on the roll? ANSWER: Yes.</p> <p>Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 3 of 12: Q #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.</p> <p>MISC: MVS PSEs ARE SUBJECT TO DOT PHYSICALS AND DRUG</p>

ARTICLE 39
Motor Vehicle
Craft

CONVERSION TO CAREER STATUS

Ref: [Article 39 \[pp. 221-222\]](#)

Section 1. Seniority

B. Seniority for Preferred Assignments

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:
...
 - 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, reinstatement, reassignment, transfer or promotion to the same salary level and position designation,

TESTS

Ref: [JCIM, Page 312](#) – Article 39 Q&A:

Question #81. Are MVS PSE's subject to DOT physicals and drug test?

Response: 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.

XRef: Q&A, October 6, 2011, Patrick M. Devine / Mike Morris Q #30. Are MVS PSE's subject to DOT physicals and drug tests?

ANSWER: 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.

MISC: PSE WAGES

Ref: [JCIM, Page 312](#) – Article 39 Q&A

Question #80. Can the wages for PSEs be adjusted at the local level?

Response: No. Adjustment of wages can only be done at the national level.

X-Ref: [JCIM, Pages 37 & 38](#) - Article 7, pp.3 & 4

PSE WORK ASSIGNMENTS in the *Motor Vehicle Craft*

CONVERSION TO CAREER STATUS

Ref: [JCIM, Page 310](#) – Article 39 Q&A

Question #69. When the opportunity for conversion to career occurs, who is converted?

Response: The PSE with the highest standing on the rolls would be the PSE who was hired first into the occupational group in the installation.

Ref: [JCIM, APPENDIX C, Q & A , PSEs, Page 2 of 7:](#)

Q #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

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, [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.

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

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.

X-Ref: JICIM, Pages 291 & 292 - Article 39, pp.2 & 3

Ref: JICIM, Page 299 - Article 39, p. 10

Question #3. If more than one residual duty assignment is available when converting PSE Motor Vehicle and/or Tractor-Trailer Operators to full-time regular status, can a PSE Tractor-Trailer Operator select a residual Motor Vehicle Operator position when Tractor-Trailer Operator positions are available?

Response: For purposes of conversion to career employment, PSE MOVOS will be placed together with PSE TTOs 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 MVO position exists, and the PSE, with the highest standing on the roll, is a

TEMPORARY HOLDDOWNS

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.

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.

WHAT ARE THE CAPS ON PSEs IN THE MOTOR VEHICLE CRAFT?

Ref: Article 7, [p. 20]

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

Article 7 – EMPLOYEE CLASSIFICATION

Section 1 – Definition and Use

B. Postal Support Employees (PSEs)

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.

MVO, the employee will be converted and placed into the position. If the PSE, with the highest standing on the roll is a TTO, that employee will be given the option of accepting the conversion in order of seniority, even if it results in a junior PSE losing the opportunity for conversion.

Ref: JCIM, Page 300 - Article 39, p. 11:

Question #7. Are PSE vehicle operators allowed to opt onto holddowns during their first ninety (90) work days or 120 calendar days, whichever comes first?

Response: Yes, provided the employee has received the required vehicle and job familiarization and training.

Ref: JCIM, Page 310 – Article 39 Q&A:

Question #70. For purposes of conversion to career status, and for opting to holddowns in Article 39.1.J, does the PSE with the highest “standing on the roll” language in Article 39 mean the PSE who was hired first into the occupational group in the installation?

Response: Yes

Re: PSE Caps

SETTLEMENT AGREEMENT, 10/3/14, Doug Tulino/Mark Dimondstein

Re: Postal Support Employee (PSE) District /ISC Cap Violations Q10C-4Q-C 13126898 / HQTG20130201

NOTE: THESE CAPS DO NOT INCLUDE NEW WORK OR HIGHWAY CONTRACT ROUTES (HCR's) THAT ARE BROUGHT BACK INTO THE POSTAL SERVICE

Ref: Article 7, [pp. 21 & 22]

X-Ref: MOU, APPENDIX A, [p. 283]

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:

...

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 [pp. 414 – 418]

OPTING BY PSEs

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

Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 2 of 12:

Q #10. How is "new work" defined for purposes of PSEs not counting toward the PSE cap?

ANSWER: "New work" is defined in Section 7.B.6, of the PSE MOU and includes work being contracted out that is brought back in-house, such as:

- c. In the Motor Vehicle Craft, highway contract routes (HCEs) that are brought back into the Postal Service and assigned to postal employees (subject to the provisions of the Motor Vehicle Craft Jobs MOU).
- d. In other circumstances when new or contracted work is brought in-house or new retail initiatives that are not full-service post offices are established as the parties may agree.

Q #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.

Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 4 of 12:

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

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

Ref: JCIM, APPENDIX A, Q & A , PSEs, Page 4 of 12

Q #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.

OPTING BY PSEs

X-Ref: JCIM, Page 45 - Article 8, p. 3:

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

Ref: MOU, Appendix A [p. 292]:

3. Other Provisions

E. Opting

... 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: MOU, Appendix A [p. 292]:

3. Other Provisions

A. Opting

... 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. ...

REQUIREMENT TO POST MVS DUTY ASSIGNMENTS THAT A PSE OPTS ON DURING THE PSEs BREAK IN SERVICE

Ref: MOU, Appendix A [p. 293]:

3. Other Provisions

WORK WEEK – PART TIME EMPLOYEES

Ref: **JCIM, APPENDIX C, Q & A , PSEs, Page 3 of 7:**

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

ANSWER: Yes.

Ref: **JCIM, APPENDIX A, Q & A , PSEs, Page 3 of 12:**

Q #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.

	<p>B. Opting ... 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>ARTICLE 40 Operating Services Craft</p>		<p>Ref: MOU, March 9, 2012, Neftali Pluguez / Mike Morris RE: HQ, Article 40, and Material Support Craft, Article 41 In Function 8, the total number of PSEs will not exceed the percentages, by craft, in Article 7.1.B.3, by installation and facility.</p>
<p>ARTICLE 41 Material Support Craft</p>		<p>Ref: MOU, March 9, 2012, Neftali Pluguez / Mike Morris RE: HQ, Article 40, and Material Support Craft, Article 41 In Function 8, the total number of PSEs will not exceed the percentages, by craft, in Article 7.1.B.3, by installation and facility.</p>
<p>ARTICLE 42 Energy Shortages</p>	<p><u>Ref: Language at the end of Article 42 [p. 277]</u> (The preceding Article, Article 42, shall apply to PSEs)</p>	
<p>ARTICLE 43 Separability and Duration</p>	<p><u>Ref: Language at the end of Article 43 [p. 277]</u> (The preceding Article, Article 43, shall apply to PSEs)</p>	