

# **EVERYTHING YOU'VE ALWAYS WANTED TO KNOW ABOUT POSTAL SUPPORT EMPLOYEES (PSEs) \***

**\* And Where to Find It**

*Volume II*

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**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 even arbitrators. This is particularly perplexing when dealing with issues regarding PSEs, because “*where it’s written*” is located at 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&As, e-mail communications, subsequent MOUs and changes to JCIM language, handbooks and manuals, as well as 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 August 1, 2017. Obviously, updates will be needed in the future, but for now this chart should provide stewards and officers a *bona fide* guide to answer the statement: “*Show me where it’s written*”.

In solidarity

Vance Zimmerman  
Director, Industrial Relations Department  
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<p style="text-align: center;"><b>GENERAL QUESTIONS</b></p> <p style="text-align: center;">and</p> <p style="text-align: center;"><b>ISSUES</b></p>	<p style="text-align: center;"><b>QUICK REFERENCES</b></p> <p style="text-align: center;">Notations in <b>BLUE</b> represent Contract Language and MOU Language in the back of the May 21, 2015 - September 20, 2018 Contract</p> <p style="text-align: center;">Numbers highlighted in <b>GREEN</b> are the page numbers in the 2015 Contract</p> <p style="text-align: center;">Page Numbers in <b>PINK</b> represent the page numbers in the May 2017 JCIM</p> <p style="text-align: center;">Notations in <b>BOLD TYPE</b> represents new language in the CBA and JCIM</p>
<p style="text-align: center;"><b>WHAT ARE POSTAL SUPPORT EMPLOYEES (PSEs)?</b></p>	<p>The PSE work force will be comprised of noncareer, bargaining unit employees, which is the only category of noncareer employees established to work within the APWU bargaining unit. ...</p> <ul style="list-style-type: none"> <li>• <u>Ref: Article 7, EMPLOYEE CLASSIFICATION, Section 1. Definition and Use, B. Postal Support Employees (PSEs), #1</u> [p.17]</li> <li>• <u>X-Ref: Postal Support Employees MOU, APPENDIX A, 1. General Principles, a.</u> [p. 246]</li> <li>• <u>Also, X-Ref: Postal Support Employees MOU, APPENDIX A, 2. Contract Provisions, Article 7, Section 1. Definition and Use, B.1.</u> [p. 247]</li> <li>• <u>Also, X-Ref: Article 40, OPERATING SERVICES CRAFT, Section 3. Employee Classification, B.</u> [p 217]</li> <li>• <u>X-Ref: May 2017 JCIM, Article 7, POSTAL SUPPORT EMPLOYEES, Article 7, page 2.</u> [p. 36]</li> </ul> <p>Article 7.1.B provides for the establishment of the Postal Support Employee (PSE) work force comprised of non-career bargaining unit employees.</p> <ul style="list-style-type: none"> <li>• <u>Ref: May 2017 JCIM, Article 1.4, DEFINITION – APWU BARGAINING UNIT, Article 1, page 1.</u> [p. 21]</li> <li>• <u>X-Ref: May 2017 JCIM, Article 40.3, EMPLOYEE CLASSIFICATION, Article 40, page 1.</u> [p. 310]</li> </ul>

## HIRING PSEs

PSEs shall be hired from an appropriate register pursuant to such procedures as the Employer may establish They will be hired for a term not to exceed 360 calendar days per appointment. ...

- Ref: Article 7, EMPLOYEE CLASSIFICATION, Section 1.B.10. [p. 19]
- Also, Ref: February 18, 2011 letter from Doug Tulino to Cliff Guffey, [pp. 269 & 270]  
(NOTE: This letter refers to the EL-312 and EL-307).
- X-Ref: Postal Support Employees MOU, APPENDIX A, 1. General Principles, b. [p 246]
- X-Ref: Postal Support Employees MOU, APPENDIX A, 2. Contract Provisions, Article 7, #10. [p 250]

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The Postal Service will not discriminate against the hiring of PSEs on the basis of race, color, religion, sex, national origin, age, or disability.

- Ref: February 18, 2011 letter from Doug Tulino to Cliff Guffey, [pp. 269 & 270] (NOTE: This letter refers to the EL-312 and EL-307).
- X-Ref: ELM 311.12

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*“Vets will be given preference in the hiring of PSE’s”*

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

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

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PSEs will be hired for a term not to exceed 360 calendar days per appointment.

- Ref: Article 7, EMPLOYEE CLASSIFICATION, Section 1.B.10. [p. 19]
- X-Ref: Postal Support Employees MOU, APPENDIX A, 1. General Principles, b. [p 246]
- X-Ref: Postal Support Employees MOU, APPENDIX A, 2. Contract Provisions, Article 7,

- **LENGTH OF TIME BETWEEN PSE APPOINTMENTS**

#10. [p 250]

- X-Ref: May 2017 JCIM, Article 7.1.B.8, POSTAL SUPPORT EMPLOYEE (PSE) TERM LIMIT, Article 7, page 5. [p. 39]

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PSEs will have a break in service of at least 5 days, if reappointed.

- Ref: Article 7, EMPLOYEE CLASSIFICATION, Section 1.B.10. [p. 19]
- X-Ref: Postal Support Employees MOU, APPENDIX A, 1. General Principles, b. [p 246]
- X-Ref: Postal Support Employees MOU, APPENDIX A, 2. Contract Provisions, Article 7, #10. [p 250]

... There is no intent to separate a PSE for more than five (5) days to disallow health benefits.

- Ref: May 2017 JCIM, Article 7.1.B.8, POSTAL SUPPORT EMPLOYEE (PSE) TERM LIMIT, Article 7, page 5. [p. 39]

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**DIRECTOR's NOTE:** Management has occasionally failed to give PSEs their 5 day break at the end of the 360 days. Working the PSE continuously beyond their 360 day appointment, without the 5 day break, is a violation of the CBA. Locals should file a grievance on this violation, but **DO NOT ASK TO HAVE THE PSE CONVERTED!** The proper remedy is to compensate the bargaining unit for all hours worked by that PSE in violation of the contract.

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

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PSEs can be hired and work in the Clerk Craft, the Motor Vehicle Craft, and the Operating Services Craft pursuant to established caps. **There will be no PSEs in the Maintenance Craft.**

- Ref: Article 7, EMPLOYEE CLASSIFICATION, Section 1. Definition and Use, B. Postal Support Employees (PSEs) [pp. 17 -18]
- Ref: Article 7, EMPLOYEE CLASSIFICATION, Section 1.B.10 [p. 19]

	<ul style="list-style-type: none"> <li>• <u>X-Ref: Postal Support Employees MOU, APPENDIX A, 1. General Principles, b. p. 246]</u></li> <li>• <u>X-Ref: Postal Support Employees MOU, APPENDIX A, 2. Contract Provisions, Article 7, #10. p. 250]</u></li> <li>• <u>X-Ref: Postal Support Employees MOU, APPENDIX A, 1. General Principles, p. 246]</u></li> </ul>
<p><b>PSEs ATTENDING NEW EMPLOYEE ORIENTATION</b></p>	<p>During new bargaining unit employee orientation, a representative of the APWU shall be provided “ample” opportunity to address the new employees while they are on the clock. Article 17 does not preclude management officials from being present when the union addresses new employees during orientation. Completion of SF-1187 as identified in ELM, Section 924.12, will be permitted during employee orientation in the areas designated by management. This provision applies to Postal Support Employees, who are non-career bargaining unit employees. 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 the subject.</p> <ul style="list-style-type: none"> <li>• <u>Ref: May 2017 JCIM, Article 17.6, NEW EMPLOYEE ORIENTATION, Article 17 page 5. p. 155]</u></li> </ul> <p>12. Is there a set amount of time to which the union is entitled to address employees during orientation?</p> <p><b>Response:</b> No. The parties have agreed that the union will be provided with “ample opportunity” to address new employees during orientation. This rule includes <b>Postal Support Employees (PSEs)</b> orientation.</p> <ul style="list-style-type: none"> <li>• <u>Ref: May 2017 JCIM, Article 17, QUESTIONS &amp; ANSWERS, REPRESENTATION, Article 17 page 8, #12. p. 158]</u></li> </ul>
<p><b>Now that we have identified the definition of what PSEs are and where they can and cannot work, let’s look at the major issues and concerns regarding PSEs that frequently come up.</b></p>	



**CAPS TO THE NUMBERS OF PSEs**

**HIRED**

For PSE percentage use allowances, see Article 7.1.B

- [Ref: Postal Support Employees MOU, APPENDIX A, 1. General Principles, d. p. 246\]](#)

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- Ref: PSE CAPS - SETTLEMENT AGREEMENT, 8/14/13, Doug Tulino/Cliff Guffey

Q10C-4Q-C 13126898 / HQTG20130201

Re: Postal Support Employee (PSE) District /ISC Cap Violations (Internat'l Svc Centers)

- Ref: PSE Caps - SETTLEMENT AGREEMENT, 10/3/14, Doug Tulino/Mark Dimondstein

Q10C-4Q-C 13126898 / HQTG20130201

Re: Postal Support Employee (PSE) District /ISC Cap Violations (Internat'l Svc Centers)

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**DIRECTOR's NOTE: THE APPROPRIATE REMEDY** - In any grievance where someone performs clerk craft work in violation of the CBA, to include PSE violations under Article 7, the appropriate remedy is to compensate the appropriate bargaining unit employees for all time spent performing our work in violation of the CBA.

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**CLERK CRAFT - Function 1 and Function 4**

- **WHAT ARE THE CAPS, BY CRAFT?**

5. 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.

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.

**(PSEs employed in POSTPlan offices will not count against the 20% district cap except as provided for in the POSTPlan Memo Re: POSTPlan: Staffing of Offices, Filling of Assignments, PSE Usage and Conversions dated 9/22/2014)**

6. 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.

- Ref: Article 7, EMPLOYEE CLASSIFICATION, Section 1. Definition and Use, B. Postal Support Employees (PSEs), 5, and 6. [pp. 17 - 18]
- X-Ref: Postal Support Employees MOU, APPENDIX A, 2. Contract Provisions, Article 7, B. Postal Support Employees (PSEs), #5, and #6. [pp 248 & 249]

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**NOTE: PSEs employed in POSTPlan offices will not count against the twenty percent (20%) district cap except as provided for in the POSTPlan Memo Re: POSTPlan: Staffing of offices, Filling of Assignments, PSE Usage and Conversions dated 9/22/2014.**

- For purposes of determining the percentages of PSEs who may work the window any career clerks are counted (both FTR and PTF) whose duty assignments include a position

description with window responsibility (e.g., SSA, SSDA, LSSA, etc.). Window duties will not be unnecessarily added to duty assignments solely to circumvent this restriction.

- The total number of PSEs used within an International Service Center (ISC) will not exceed **twenty percent (20%)** of career clerks in the facility. **The twenty percent (20%) limitation in the ISCs will not apply in accounting periods 2 and 3 (LAX and SFO) and in accounting periods 3 and 4 (MIA, JFK and ORD).**
- Ref: May 2017 JCIM, Article 7.1.B.5 and 7.1.B.6, PSE WORK ASSIGNMENTS, Article 7, pages 3 and 4. [pp. 37 and 38]

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A clerk craft PSE hired in one installation may be utilized in a different installation when needed. 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 four) 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 districts' PSE caps.

- Ref: May 2017 JCIM, Article 7.1.B.5 and 7.1.B.6, PSE WORK ASSIGNMENTS, Article 7, pages 4 and 5. [pp. 38 and 39]

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In addition to the caps in paragraph 5 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 unit covered by this Agreement, including work being contracted out that is brought in-house as follows:

- 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.
- 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 initiatives that are not full-service post offices are established.

- Ref: Article 7, EMPLOYEE CLASSIFICATION, Section 8.a. [pp. 18 - 19]

- **“NEW WORK”  
EXCLUSIONS TO CLERK  
CAPS**

- X-Ref: Postal Support Employees MOU, APPENDIX A, 2. Contract Provisions, Article 7, B. Postal Support Employees (PSEs), #8. [p 249]
- X-Ref: May 2017 JCIM, Article 7.1.B.5, Article 7, page 4. [p. 38]

**DIRECTOR's NOTE:** "New Work" does not include "in-house" work which has historically been recognized as belonging to the bargaining unit.

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### MAINTENANCE CRAFT

**3. In the Maintenance Craft, the Postal Service will convert "in place" all Maintenance Craft Postal Support Employees to career status. Upon completion of all conversions, the category of Postal Support Employees will cease to exist and references to the term "Maintenance Craft PSE" will be deleted from the National Agreement.**

(See Postal Support Employees Memoranda, Attachment B, page 261)

- Ref: Article 7, Section 1. Definition and Use, B. Postal Support Employees (PSEs), 3. [p. 17]
- X-Ref: Postal Support Employees MOU, APPENDIX A, General Principles. [p. 246]
- X-Ref: May 2017 JCIM, Article 7.1.B.3, Article 7, page 3. [p. 37]

... There will be no PSEs in the Maintenance Craft...

- X-Ref: Postal Support Employees MOU, APPENDIX B, Section 1. Maintenance PSEs [pp. 261 – 262]
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### MOTOR VEHICLE CRAFT

**In the Motor Vehicle Craft, the Postal Service will convert all Motor Vehicle Craft Postal Support Employees to career status. In the future, PSEs will be permitted in the Craft only when created in accordance with Paragraph 2 in the 2010 Motor Vehicle Craft Jobs MOU.**

(See Postal Support Employees Memoranda, Attachment B, page 262)

- Ref: Article 7, EMPLOYEE CLASSIFICATION, Section 1. Definition and Use, B. Postal Support Employees (PSEs), 4. [p 17]
- X-Ref: May 2017 JCIM, Article 7.1.B.4, Article 7, page 3. [p. 37]

... In the Motor Vehicle Craft there will be no PSEs except as agreed upon in Paragraph 2 of the Motor Vehicle Craft Jobs MOU.

- Ref: Postal Support Employees MOU, APPENDIX A, General Principles, 1.a. [p. 246]
- Also, X-Ref: Postal Support Employees MOU, APPENDIX B, Section 2, Motor Vehicle PSEs, 1 [p. 262]

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**NOTE:** 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.

**Ref: Q&A, October 6, 2011, Patrick M. Devine / Mike Morris**

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### **OPERATING SERVICES CRAFT**

In the Operating Services Craft, the total number of PSEs used will not exceed 10% of the total number of career Operating Services Craft employees.

(For PSEs See **Postal Support Employees Memoranda**, page 246)

- Ref: Article 40, OPERATING SERVICES CRAFT, Section 3. Employee Classification, B. [p 217]
- X-Ref: May 2017 JCIM, Article 40.3, EMPLOYEE CLASSIFICATION, Article 40, page 1.



- Ref: Postal Support Employees MOU, APPENDIX A, 3. Other Provisions, Article 15.3.E. [p. 258]
  - Also, Ref: February 18, 2011 letter from Doug Tulino to Cliff Guffey, [pp. 269 & 270]
- 

Hiring lists for PSEs 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 PSEs on the appropriate roll in the installation eligible for conversion to career.

PSEs will be converted to career based upon their craft (or in the case of MVS, occupational group) seniority in the installation. Changing between crafts will alter a PSE's standing on the roll.

- Ref: May 2017 JCIM, Article 7, POSTAL SUPPORT EMPLOYEES – CONVERSION TO CAREER, Article 7, page 2. [p. 36]

**DIRECTOR's NOTE:** Upon conversion to career status, a Form 50 will be generated terminating the PSEs appointment as a non-career employee. A second Form 50 will be generated for the PSE stating they are a career new hire.

**DIRECTOR's NOTE:** Time worked as a PSE does not carry over if a PSE attains career status. They begin a new period of seniority at the bottom of the seniority list for career employees in the office where they are hired (converted).

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**DIRECTOR's NOTE: ORIENTATION OF NEWLY CONVERTED PSEs TO CAREER STATUS**

An orientation program is required for newly hired career employees at all levels on their first day of official duty. Former PSEs are entitled to the orientation as a new career employee. The APWU has a right to address the new PSEs in orientation and to provide them with all the benefits of being a union member.

- Ref: ELM - 715.2 Postal Orientation

- **CONVERSION OF CLERKS**

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In the Clerk Craft, the Postal Service converted all Postal Support Employees in 200 work year offices with a relative standing date prior to two and a half (2.5) years from the effective date of the Agreement, July 8, 2016. After one year from the effective date of the Agreement, the parties will evaluate the possibility of another one-time conversion of Clerk Craft PSEs.

(See Appendix A, Attachment B, page 262, CBA)

- Ref: May 2017 JCIM, Article 7.1.B, Article 7, page 3. [p. 37]

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**D. Postal Support Employee (PSE) Career Opportunity**

1. The Employer will maintain a single clerk PSE roll in each installation.
2. Conversion of PSEs to full-time residual duty assignments will occur only after any Part-Time Flexibles (PTFs) within the installation are converted. PTF assignments, if operationally needed, will be filled in accordance with the procedures below.

**a. Part-Time Flexible (PTF) Assignments**

Match the number of PTF assignments to be filled with the identical number of PSEs based upon their relative standing on the roll. These PSEs will be converted no later than the first day of the third full pay period after the close of the posting cycle, except in the month of December, subject to the provisions in 37.5.D.3 below.

**b. Full-Time Duty Assignments**

**(1) Senior Qualified Duty Assignments**

(a) Match the number of duty assignments to be filled with the identical number of PSEs based upon their relative standing on the roll, who are eligible to state a preference on the duty assignment(s). If there is more than one assignment, PSEs who are currently qualified on two or more of the available duty assignments shall be given a choice in order of their relative standing on the PSE roll.

(b) PSEs who are currently qualified on the duty assignment will be placed in the assignment no later than the first day of the third full pay period after the



close of the posting cycle, except in the month of December.

- (c) PSEs who are partially or not currently qualified will be placed into training for the assignment they preferenced based on their relative standing, within 10 days, subject to the provisions in 37.5.D.3 below, except in the month of December.

**(2) Best Qualified Duty Assignments**

If an opportunity for conversion is to a best qualified full-time Clerk Craft duty assignment, applications from PSEs will be accepted and the successful applicant shall be converted and placed in the duty assignment no later than the first day of the third full pay period after the close of the posting cycle, except in the month of December.

- 3. When converting PSEs to residual Function 4 duty assignments with window duty requirements, the conversion to career will be deferred, if necessary, until after the PSE with the highest relative standing is provided an opportunity to train and qualify on window requirements. Any PSE who fails to qualify under this opportunity will remain in a PSE status, with the same relative standing, for future conversion opportunities. PSEs who fail to qualify on the window requirements will serve the 180 day restriction provided in Article 37.3.F.7.b. Once a PSE qualifies for the assignment, Clerk Craft seniority will be adjusted to the day the employee received the initial assignment, pending qualification. There will be no retroactive compensation due to this adjustment.
- 4. A PSE who expresses a preference may not withdraw from the assignment or from training unless a new conversion opportunity to a residual vacancy subsequently occurs. A PSE in training shall have the option of either remaining in training for the existing preference or to state a preference, in order of their relative standing on the PSE roll, for one of the new assignments.

(See Memo, page 370)

- Ref: Article 37, CLERK CRAFT, Section 5. Conversion/Part-Time Flexible Preference, C. Procedures, D. [pp. 171 - 173]

**Re: Residual Vacancies – Clerk Craft**

The parties agree to the following procedures during the term of the 2015 Collective Bargaining Agreement to fill Clerk Craft residual vacancies that are not subject to a proper withholding order pursuant to Article 12 of the CBA.

In order to revert a residual Clerk Craft duty assignment, the procedures listed in the terms of the Memorandum of Understanding (MOU) concerning Reversion of Withheld/ Residual Vacancies dated November 7, 2011 shall be followed.

**A. Residual duty assignments will be filled in the following order:**

...

**6. Residual vacancies that remain after Item 5 above will be filled by the:**

**a) conversion of Postal Support Employees (PSEs) within the same installation; or,**

**b) acceptance and placement of voluntary reassignment (transfer) requests pending in eReassign from bargaining unit employees who meet the minimum qualifications (including full and part-time Clerk Craft employees) or reassignment of bargaining unit employees within the installation. Employees from other APWU crafts in an impacted installation will receive priority consideration.**

If there are insufficient requests from bargaining unit employees who meet the minimum requirements, non-bargaining unit employees may be reassigned to a full-time regular opportunity.

Reassignment requests will be made with normal considerations contained in the Memorandum of Understanding, Re: *Transfers*, based on the order the applications are received. The number of career reassignments allowed under this paragraph is limited to one in every four full-time opportunities filled in offices of 100 or more work-years and one in every six full-time opportunities filled in offices of less than 100 work-years. At least three or five, as applicable, of full-time opportunities will be filled by conversion of PSEs to full-time regular career status based on their relative standing in the same installation as the full-time opportunities. Such conversions will take place no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee or employer

rejects the offer/request.

7. Conversion of Clerk Craft PSEs to career status who express a preference from an installation within a 50 mile geographic radius. The PSE with the highest installation standing within the 50 miles will be selected. Conversion of PSEs to career will take place no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee/employer rejects the offer/request.

**B. When there is a demonstrated need to create and/or fill PTF assignments, such assignments will be filled in the following order:**

1. Conversion of Clerk Craft PSEs within the installation by relative standing no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee/ employer rejects the offer/request;

2. Transfer through regular eReassign of PTF Clerk Craft employees by seniority within a 50 mile radius of the installation with the vacancy;

3. Offer to PSEs working in an installation within a 50 mile radius of the installation with the vacancy. The PSE with the highest installation standing within the 50 miles will be selected. Conversion of PSEs to career will take place no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee/ employer rejects the offer/request.

**C. All residual vacancies will be made available through eReassign for a period of twenty-one (21) days. The results of this posting will be determined by the application of items 3 - 6 above.**

**D. When converting PSEs to residual Function 4 duty assignments with window duty requirements, the conversion to career will be deferred, if necessary, until after the PSE(s) with the highest relative standing is provided an opportunity to train and qualify on window requirements. Any PSE who fails to qualify under this training opportunity, will remain in a PSE**

status, with the same relative standing, for future conversion opportunities. PSEs who fail to qualify on the window requirements will serve the 180 day restriction provided in Article 37.3.F.7.b. ...

- Ref: MOU, Re: Residual Vacancies – Clerk Craft [pp. 370 - 374]

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**DIRECTOR's NOTE:** A PSE converted into a duty assignment requiring SSA duties will be converted immediately if they are window qualified. A PSE who is not window qualified and converted into a duty assignment requiring SSA duties will be scheduled for window training and must pass the test prior to conversion.

**DIRECTOR's NOTE:** If PSE preferences a SSDA residual vacancy which requires scheme, the PSE is placed into window training first. Upon completing and qualifying on the window training portion of the duty assignment, PSEs will be converted to career status. Their seniority date will be adjusted as if they had been converted to career when they initially gained the job assignment.

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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?

**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.

- Ref: May 2017 JCIM, Article 37, CLERK CRAFT QUESTIONS & ANSWERS, SECTION 1.K, Article 37 page 6, #26. [p . 199]

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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. Section 2.D

- Ref: May 2017 JCIM, Article 37, CLERK CRAFT QUESTIONS & ANSWERS, SECTION 2.D, Article 37 page 8, #35. [p . 201]

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.

- Ref: May 2017 JCIM, Article 37, CLERK CRAFT QUESTIONS & ANSWERS, SECTION 2.D, Article 37 page 8, #36. [p . 201]

For purposes of conversion to career employment, **new work** PSE Motor Vehicle Operators (MVO) will be placed together with **new work** PSE Tractor-Trailer Operators (TTO) on the same roll. When the opportunity for conversion to a vacant TTO position exists, the TTO qualified **new work** PSE, with the highest standing on the roll, regardless of level, will be converted and placed into the vacant position. When the opportunity for conversion to a vacant Motor Vehicle Operator position exists, and the **new work** 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 **new work** 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 **new work** 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 **new work** PSEs on the list have been considered.

- **CONVERSION OF PSE MOTOR VEHICLE OPERATORS (MVO) AND PSE TRACTOR-TRAILER OPERATORS (TTO)**

- Ref: Article 39, MOTOR VEHICLE CRAFT, Section 1. Seniority, B. Seniority for Preferred Assignments, 7. Motor Vehicle Operators and Tractor-Trailer Operators, f. [pp. 200 - 201]

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For purposes of conversion to full-time, part-time flexible Motor Vehicle Operators (MVO) will be placed together with part-time flexible Tractor-Trailer Operators (TTO) on the same roll.

When the opportunity for conversion to a vacant TTO position exists, the senior TTO qualified part-time flexible, regardless of level, will be converted.

When the opportunity for conversion to a vacant Motor Vehicle Operator position exists, and the senior part-time flexible is a Motor Vehicle Operator, he/she will be converted and placed into the position. If the senior part-time flexible is a Tractor Trailer Operator, he/she will be given the option of accepting the conversion.

If the conversion is declined, the next senior part-time flexible 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 part-time flexibles on the list have been considered.

The above process would be the same for the conversion to career of new work PSEs, TTOs and MVOs.

- Ref: May 2017 JCIM, Article 39, MOTOR VEHICLE CRAFT, 39.1.B.7.e, Article 39, pages 2 and 3. [pp . 284 and 285]

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When an opportunity for conversion to a residual full-time vacancy exists, the **senior part-time flexible** within the same occupational group and grade as the vacancy, will be converted into the assignment (except as provided in Article 39.1.B.7.e). If there is no **part-time flexible** employee **or new work PSE** in the same occupational group and grade, the residual vacancy shall be filled by other means, e.g., transfer, hire, reassignment.

- Ref: May 2017 JCIM, Article 39, MOTOR VEHICLE CRAFT, 39.2.A.11, Article 39, page 8. [p . 290]

- **MVS PSE CONVERSION  
TIE BREAKERS**

69. For purposes of conversion to career status, and for **bidding or opting for a new work PSE** to hold downs in Article 39.1.J, does the **part-time flexible and new work PSE** with the highest “standing on the roll” language in Article 39 mean the **part-time flexible and new work PSE** who was hired first into the occupational group in the installation?

**Response:** Yes.

- **Ref: May 2017 JCIM, Article 39 QUESTIONS & ANSWERS, #69, Article 39, page 21.**  
**[p. 303]**

- **PSE STEWARD’S RIGHTS  
DO NOT APPLY FOR  
CONVERSION**

When a Motor Vehicle Service employee’s **(new work)** 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, the converted employee is senior and precedes the other on the part-time flexible or fulltime regular roll. ...

... In addition, Article 39.1.B.4.f establishes the provisions to be used when the tie cannot be broken by the provisions of Article 39.1.B.4.a through d.

- **Ref: May 2017 JCIM, Article 39, MOTOR VEHICLE CRAFT, 39.1.B.4, Article 39, page 2.**  
**[p . 284]**

- **CONVERSION TO CAREER  
STATUS - REQUIREMENT  
FOR NACI FINGERPRINT  
INVESTIGATION UPON  
CONVERSION FROM PSE  
TO CAREER STATUS**

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

**Response:** No.

- **Ref: May 2017 JCIM, Article 17, QUESTIONS & ANSWERS, REPRESENTATION, Article 17 page 10, #25.** **[p . 160]**

**Ref: Inquiry to USPS Headquarters:** Why are the newly converted PSEs being considered as new

hires for the first time?

- **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.

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**Ref: Inquiry to USPS Headquarters:** What is a SACI (PSE) review and what is a NACI (career) review?

- **USPS Response:** We use two types of investigations for new hires, depending on whether they are career or non-career.

**A Special Agency Check with Inquiries (SACI)** is required for non-career hires (like PSEs). A SACI consists of check of:

- a. OPM's Security/Suitability Investigations Index (SII).
- b. Defense Clearance and Investigations Index (DCII).
- c. Federal Bureau of Investigation Fingerprint Classification (FBIF).
- d. Employment history (except Postal Service employment) for the last 5 years.
- e. Criminal conviction history in locations where the employee resided, worked, and went to school.

**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:

- a. OPM's Security/Suitability Investigations Index (SII).
- b. Defense Clearance and Investigations Index (DCII).
- c. Federal Bureau of Investigation Fingerprint Report.
- d. Employment history (except postal employment) for the last 5 years.
- e. Criminal conviction history in locations where the employee resided, worked, and went to school.
- f. Education verification.
- g. References.
- h. Residence verification.



	<p>-----</p> <p><b>NOTE:</b> PSEs will be compensated for time spent, and the cost incurred, when obtaining fingerprints for the background investigation required for conversion to career status.</p> <ul style="list-style-type: none"> <li>• <b>Ref: 7/15/15 Agreement between Lamont Brooks, Assistant Director, Clerk Division and Rickey Dean, Labor Relations Specialist, USPS</b></li> </ul>
<p><b>CONTRACT PROVISIONS REGARDING PSEs</b></p>	<ul style="list-style-type: none"> <li>• <b>Ref: Postal Support Employees MOU, APPENDIX A.2. Contract Provisions [pp. 247 - 255]</b> <ul style="list-style-type: none"> <li>Article 1</li> <li>Article 2</li> <li>Article 3</li> <li>Article 5</li> <li>Article 7, EMPLOYEE CLASSIFICATION [pp. 247 -250]</li> <li>Article 8, HOURS OF WORK [pp. 250 – 251]</li> <li>Article 9, SALARIES AND WAGES [pp 251 – 252]</li> <li>Article 10, LEAVE [p. 252]</li> <li>Article 11, HOLIDAYS [pp. 252 – 253]</li> <li>Article 14</li> <li>Article 15</li> <li>Article 17, Section 2, 3, 4, 6, and 7</li> <li>Article 18</li> <li>Article 19, HANDBOOKS AND MANUALS [pp. 253 – 254]</li> <li>Article 20</li> <li>Article 22</li> <li>Article 23</li> <li>Article 24</li> <li>Article 26, UNIFORMS AND WORK CLOTHES [p 254]</li> <li>Article 27</li> <li>Article 28</li> <li>Article 31</li> </ul> </li> </ul>

	<p>Article 32 Article 34 Article 36 Article 42 Article 43</p> <ul style="list-style-type: none"> <li>• <b>Ref: Postal Support Employees MOU, APPENDIX A.3. Other Provisions [pp. 255 - 259]</b> <ul style="list-style-type: none"> <li>A. Light Duty [p. 255]</li> <li>B. Article 15 [pp. 255 – 257]</li> <li>C. Article 25, Higher Level Pay [p. 257]</li> <li>D. Health Insurance [pp. 257 – 258]</li> <li>E. PSE Career Opportunity [pp. 258]</li> <li>F. Opting [pp. 258 – 259]</li> </ul> </li> </ul>
<p><b>DISCIPLINE ISSUED TO PSEs</b></p>	<ul style="list-style-type: none"> <li>• <b>Ref: Language at the end of Article 16, DISCIPLINE PROCEDURE [p. 99]</b> (Additional provisions regarding the discipline or removal of PSEs can be found in the APWU Postal Support Employee Memoranda, page 246) NOTE: The actual language regarding discipline or removal of PSEs is located on pages 256 and 257.</li> </ul> <p>PSEs may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be subject to the grievance-arbitration procedure, provided that within the immediately preceding six months, the employee has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first.</p> <p>In the case of removal for cause within the term of an appointment, a PSE employee shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement.</p> <p><b>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.</b></p>

**Such separations are not grievable except where the separations are pretextual. ...**

... 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.

- Ref: Postal Support Employees MOU, APPENDIX A, 3. Other Provisions, B. Article 15. #1, #2, and #3. [pp. 255 - 257]
- X-Ref: May 2017 JCIM, Article 16, DISCIPLINE PROCEDURE, POSTAL SUPPORT EMPLOYEES (PSEs), Article 16 page 7. [p . 150]

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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**

	<p><b>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.</b></p> <ul style="list-style-type: none"> <li>• <b><u>Ref: MOU, February 27, 2013, Patrick M. Devine / Mike Morris</u></b></li> <li>• <b><u>X-Ref: Arbitration C10C-1C-D 12210621, Harrisburg, PA - Arbitrator Kathryn Durham</u></b>  <b>Issue:</b> PSE terminated – Just Cause applies to PSEs</li> <li>• <b><u>Also, X-Ref: Arbitration G10C-4G-D 13034160, Hattiesburg, MS - Arbitrator William Holley</u></b>  <b>Issue:</b> Arbitrator Holley concluded that Arbitrator Durham’s decision will be the defining principle regarding applying progressive discipline to PSEs.</li> </ul> <hr/> <p><b><i>DIRECTOR’s NOTE:</i></b> PSEs with Veteran Preference are not entitled to a proposed Letter of Removal when the Postal Service issues them a removal notice because the law states the employee must <u>have worked 365 continuous days</u> before they are eligible for those rights.</p> <ul style="list-style-type: none"> <li>• <b><u>Source: 5 CFR Section 752.401 and 752.404</u></b></li> </ul>
<p><b>EXCESSING, LAYOFFS, AND THE PRINCIPLES OF REASSIGNMENTS – HOW THESE IMPACT PSEs</b></p>	<p>Before implementation of reassignment under this Article (Article 6) 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> <ul style="list-style-type: none"> <li>• <b><u>Ref: Article 6, NO LAYOFFS OR REDUCTION IN FORCE, B. Preconditions for Implementation of Layoff and Reduction in Force. 4. [pp. 11 - 12]:</u></b></li> </ul> <p>In order to minimize the impact on employees in the regular work force, the Employer agrees to</p>

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, PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENTS, Section 4. Principles of Reassignment. D. [p. 43]

In order to minimize the impact on employees (FTR, PTR, PTF), all Postal Support Employees (PSEs) working in the affected craft and installation will be separated to the extent possible prior to making involuntary reassignments. When the excessing event is at a Level 20 or below post office, to the extent possible, part-time flexible employee hours will be reduced.

There is an obligation to separate PSEs if doing so would yield sufficient hours for a regular duty assignment, either NTFT or traditional: that is, eight hours within nine or ten hours, five days during a service week. **PSEs in any Level 4 RMPOs within an installation should be separated in order to utilize those hours to minimize the impact for Clerk Craft PTF career employees prior to excessing them outside their craft or installation. In addition, management shall identify duty assignments within the appropriate radius held by Postal Support Employees (PSEs) which shall be made available for the reassignment of excessed career employees.**

In addition to those residual duty assignments into which PSEs have opted to occupy, the parties shall identify the existence of any other duty assignments within the withholding area occupied by PSEs in order to minimize the impact of excessing on full-time career employees (FTR, PTR, PTF) in the regular work force.

- Ref: May 2017 JCIM, Article 12, MINIMIZING IMPACT, Article 12 page 11. [p. 102]
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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

	<p>continuing need for withholding such positions and discuss with the union the results of such review.</p> <ul style="list-style-type: none"> <li>• <u>Ref: Article 12, PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENTS, Section 5. Reassignments, B. Principles and Requirements, 2. [p. 44]</u></li> <li>• <u>X-Ref: May 2017 JCIM, Article 12, NUMBER OF WITHHELD POSITIONS (DUTY ASSIGNMENTS), Article 12 page 7. [p. 98]</u></li> <li>• <u>Also, X-Ref: May 2017 JCIM, Article 12, MINIMIZING IMPACT, Article 12 page 11. [p. 102]</u></li> </ul> <hr/> <p>Reassignments within an installation: When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition, that installation shall, to the extent possible, minimize the impact on regular work force employees by separation of all PSEs.</p> <ul style="list-style-type: none"> <li>• <u>Ref: Article 12, PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENTS, Section 5.C.5. Reduction in the Number of Employees in an Installation Other Than by Attrition. a. (2) [p. 52]</u></li> </ul> <hr/> <p>Prior to laying off career employees, management will offer the impacted employees the opportunity to work any existing PSE assignments within the installation. ...</p> <ul style="list-style-type: none"> <li>• <u>Ref: May 2017 JCIM, Article 6.B and 6.C, LAYOFF PRECONDITIONS, Article 6, page 3. [p. 33]</u></li> </ul>
<p><b>FMLA – THE FAMILY AND MEDICAL LEAVE ACT</b></p>	<p>NOTE: Postal Support Employees (PSEs) are eligible for FMLA provided they meet the necessary requirements ....</p> <ul style="list-style-type: none"> <li>• <u>Ref: May 2017 JCIM, Article 10, THE FAMILY AND MEDICAL LEAVE ACT, Article 10, page</u></li> </ul>

	<p><b>19. [p. 82]</b></p> <ul style="list-style-type: none"> <li>• <b><u>Ref: May 2017 JCIM, Article 10, THE FAMILY AND MEDICAL LEAVE ACT, Article 10, pages 17 - 21. [pp. 80 - 84] for the following FMLA guidelines:</u></b> <ul style="list-style-type: none"> <li>• SERIOUS HEALTH CONDITION</li> <li>• WORK HOUR REQUIREMENT</li> <li>• CALCULATING THE 1250 HOURS PER CONDITION, PER LEAVE YEAR</li> <li>• EMPLOYEE RIGHTS – FMLA</li> <li>• EMPLOYER RESPONSIBILITIES – FMLA</li> <li>• EMPLOYEE RESPONSIBILITIES – FMLA</li> <li>• RECERIFICATION</li> <li>• BACK PAY – FMLA</li> <li>• MILITARY LEAVE - FMLA</li> </ul> </li> </ul>
<p><b>GRIEVANCES – PSEs HAVE ACCESS TO THE GRIEVANCE PROCEDURE, ARTICLE 15</b></p>	<ul style="list-style-type: none"> <li>• <b><u>Ref: Language at the end of Article 15, GRIEVANCE-ARBITRATION PROCEDURE [p. 94]</u></b> (The preceding Article, Article 15, shall apply to PSEs)</li> </ul> <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> <ul style="list-style-type: none"> <li>• <b><u>Ref: Postal Support Employees MOU, APPENDIX A, 3. Other Provisions, B. Article 15 [p. 255]</u></b></li> </ul>
<p><b>HEALTH INSURANCE FOR PSEs</b></p>	<p>... at the time any non-career employees become eligible for health insurance, the APWU will be provided ample opportunity to address such employees on the subject.</p> <ul style="list-style-type: none"> <li>• <b><u>Ref: May 2017 JCIM, Article 17.6, NEW EMPLOYEE ORIENTATION, Article 17 page 5. [p. 155]</u></b></li> </ul>

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## HEALTH INSURANCE

The method of determining health benefit premiums for APWU bargaining unit employees is calculated by the Federal Government's weighted average formula. The formula considers the number of federal and postal employees who elect coverage in any given plan and option.

The Office of Personnel Management (OPM) calculates the subscription charges that will be in effect beginning each January with respect to self only enrollments, **self plus one** enrollments, and self and family enrollments.

For career employees, the bi-weekly Employer contribution for self only, self plus one, and self and family plans in Plan Year **2016** is adjusted to an amount equal to **76%** of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management (OPM), **and will not exceed 79.25% for any individual plan. Thereafter it will be:**

**75% effective January 2017 and will not exceed 78.25%**

**74% effective January 2018 and will not exceed 77.25%**

**73% effective January 2019 and will not exceed 76%**

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 **applicable procedures**. The total cost of any FEHB plan is the responsibility of the PSE, except as provided below.

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

**(See Postal Support Employees Memoranda, Health Insurance page 257-258, CBA)**

- **Ref: May 2017 JCIM, Article 21, BENEFIT PLANS, Article 21 page 1. [p . 164]**
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## Health Insurance

The Postal Service will make a bi-weekly contribution to the total premium for any PSE who wishes to participate in the USPS Non-career Health Care Plan (USPS Plan) equal to the greater of (a) \$125, or (b) the minimum required by the Patient Protection and Affordable Care Act (PPACA), and applicable regulations, for self-only. The PSE is fully responsible for the cost of premiums for any health insurance plan beyond a self-only plan. Any PSE wishing to make their health care contribution on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. All PSEs will be eligible for the USPS Plan within a reasonable period from the date of hire and entry into a pay status consistent with the requirements established under the PPACA. On a monthly basis, the Postal Service will provide the Union with a list of PSEs enrolled in the USPS Plan. On an annual basis, the Postal Service will provide the Union with information about premium and claim experience, actuarial value and plan performance including any measure of employee satisfaction, number and types of complaints, speed of claim processing, etc.

On an annual basis, the Postal Service will provide the Union its proposed USPS Plan design for the upcoming year, including plan options beyond self only and family, to allow the Union timely input into any decision about changes. It is understood, however, that the final decision on plan design is solely vested in the Postal Service.

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

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

- Ref: Postal Support Employees MOU, APPENDIX A.3. Other Provisions, D.  
[pp. 257 - 258]

	<p><b>DIRECTOR's NOTE:</b> PSEs may access PostalEASE via the web at <a href="http://liteblue.usps.gov">liteblue.usps.gov</a> or by calling the Employee Service line at 1-877-477-3273, or TTY 866-260-7507. To use PostalEASE the PSE will need their EIN and USPS pin number.</p>
<p><b>LEAVE PROVISIONS FOR PSEs</b></p>	<ul style="list-style-type: none"> <li>• <a href="#">Ref: Language at the end of Article 10, LEAVE, Section 2. Leave Regulations. [p. 33]</a> (The preceding paragraph, Article 10.2.B. applies to PSEs)</li> <li>• <a href="#">Ref: Language at the end of Article 10, LEAVE. [p. 36]</a> (Additional leave provisions regarding PSEs can be found in <b>the Postal Support Employees Memoranda</b>)</li> </ul> <hr/> <p>Article 10 Section 2 has been updated <b>to exclude PSEs from coverage under ELM Subchapter 510.</b></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, <u>other than PSE employees</u>, [emphasis added] 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. (The preceding paragraph, Article 10.2.B. applies to PSEs)</p> <ul style="list-style-type: none"> <li>• <a href="#">Ref: ARTICLE 10, LEAVE, Section 2. [p. 33]</a></li> <li>• <a href="#">X-Ref: Postal Support Employees MOU APPENDIX A, 2. Contract Provisions, ARTICLE 10, LEAVE, Section 2. [p. 252]</a></li> <li>• <a href="#">X-Ref: May 2017 JCIM, Article 10.a and 10.2, LEAVE PROGRAM, Article 10, pages 2 and 3. [pp. 65 and 66]</a></li> </ul> <hr/>

Leave provisions for PSEs are included in Attachment A.

- Ref: May 2017 JCIM, Article 10, LEAVE, Article 10, page 1. [p. 64]
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**I. GENERAL**

1. Accrual of Annual Leave [p. 260]
2. Biweekly Crediting [p. 260]
3. Payment For Accumulated Annual Leave [p. 260]

**II. AUTHORIZING ANNUAL LEAVE**

- A. General [p. 260]
- B. Emergencies and Illness or Injury [pp. 260 – 261]

**III. UNSCHEDULED ABSENCE**

- A. Definition [p. 261]
- B. PSE Responsibilities [p. 261]

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

- A. Purpose [p. 261]
- B. Approval/Disapproval [p. 261]

- Ref: Postal Support Employees MOU, APPENDIX A, 1. General Principles, c. [p. 246]
  - X-Ref: ATTACHMENT A - Postal Support Employee (PSE) Annual Leave Provisions [pp 259 – 261]
- 

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

- Ref: ATTACHMENT A - Postal Support Employee (PSE) Annual Leave Provisions. I. GENERAL, A. Purpose [pp 259]
- 

- **WHAT IS THE PURPOSE OF ANNUAL LEAVE FOR PSEs?**

- **HOW DO PSEs ACCRUE**

PSEs earn annual leave based on the number of hours in which they are in a pay status in each pay

**ANNUAL LEAVE?**

period.

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

- Ref: ATTACHMENT A - Postal Support Employee (PSE) Annual Leave Provisions. I. GENERAL, A.1. Accrual of Annual Leave [p. 260]

Postal Support Employees (PSEs) earn annual leave in accordance with the PSE Annual Leave Provisions in the PSE MOU. New PSEs earn annual leave but are not credited with the leave and may not take it until they have completed 90 days of continuous employment under one or more appointments, provided the PSE has sufficient accrued leave to cover the absence and has requested annual leave in accordance with the PSE Annual Leave Provisions, Section IV. Upon beginning any subsequent term after the 5- day break in service, a PSE does not have to wait an additional 90 days, but must have earned sufficient accrued leave to cover any requested and approved absence.

On any given day, when a Postal Support Employee (PSE) or a Part-Time Flexible (PTF) employee requests and is approved annual leave, the amount of leave charged may not exceed the number of hours that the employee would have been scheduled to work up to:

1. A maximum of 8 hours in one day.
2. 40 hours in any one week.
3. 80 hours in any one pay period.

If a dispute arises as to the number of hours a PSE or PTF would have been scheduled to work, the schedule is considered to have been equal to the average hours worked by other PSEs or PTFs in the same work location on the day in question.

Annual leave is paid at an employee’s regular straight-time rate and is limited to a maximum of

<ul style="list-style-type: none"> <li>• <b>HOW IS ANNUAL LEAVE FOR PSEs CREDITED?</b></li>   <li>• <b>HOW DO SEPARATED PSEs RECEIVE PAYMENT FOR ACCUMULATED ANNUAL LEAVE?</b></li>   <li>• <b>HOW DO PSEs APPLY FOR ANNUAL LEAVE?</b></li> </ul>	<p>eight hours during any single day.</p> <ul style="list-style-type: none"> <li>• <u>Ref: May 2017 JCIM, Article 10, ANNUAL LEAVE, Article 10, page 6. [p. 69]</u></li> </ul> <p>-----</p> <p>... New employees earn annual leave but are not credited with the leave and may not take it prior to completing ninety days of continuous employment (ELM, Section 512.313(b)). ...</p> <ul style="list-style-type: none"> <li>• <u>Ref: May 2017 JCIM, Article 10, ANNUAL LEAVE, Article 10, page 5. [p. 68]</u></li> </ul> <p>-----</p> <p>Annual leave accrues and is credited in whole hours at the end of each biweekly pay period.</p> <ul style="list-style-type: none"> <li>• <u>Ref: ATTACHMENT A - Postal Support Employee (PSE) Annual Leave Provisions. I. GENERAL, A.2. Biweekly Crediting [p 260]</u></li> </ul> <p><b>DIRECTOR's NOTE:</b> Pursuant to ELM 512.313.c.(1), any employee (to include PSEs) who's appointment is made effective after the first Monday of a pay period, does not receive leave credit for service performed during that pay period.</p> <p>-----</p> <p>A separating PSE may receive a lump-sum payment for accumulated annual leave subject to the following condition:</p> <ol style="list-style-type: none"> <li>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.</li> </ol> <ul style="list-style-type: none"> <li>• <u>Ref: ATTACHMENT A - Postal Support Employee (PSE) Annual Leave Provisions. I. GENERAL, A.3. Payment For Accumulated Annual Leave [p 260]</u></li> </ul>
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- **HOW IS ANNUAL LEAVE FOR PSEs APPROVED AND/OR AUTHORIZED?**

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Application for annual leave is made in writing, in duplicate, on Form 3971, Request for, or Notification of, Absence.

- Ref: ATTACHMENT A - Postal Support Employee (PSE) Annual Leave Provisions. IV. FORM 3971, REQUEST FOR, OR NOTIFICATION OF, ABSENCE, A. Purpose [p 261]

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

- Ref: ATTACHMENT A - Postal Support Employee (PSE) Annual Leave Provisions. II. AUTHORIZING ANNUAL LEAVE, A. General [p 260]

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The supervisor is responsible for approving or disapproving application for annual leave by signing Form 3971, a copy of which is given to the PSE. If a supervisor does not approve an application for leave, the disapproved block on Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the reasons for disapproval must be noted. AWOL determinations must be similarly noted.

- Ref: ATTACHMENT A - Postal Support Employee (PSE) Annual Leave Provisions. IV. FORM 3971, REQUEST FOR, OR NOTIFICATION OF, ABSENCE, B. Approval/Disapproval [p 261]

- **COURT LEAVE – PSEs DO NOT RECEIVE COURT LEAVE**

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PSEs are not recognized as “Eligible Employees” under ELM 516.21 to receive Court Leave

- Ref: May 2017 JCIM, Article 10, COURT LEAVE, Article 10, page 16. [p.79]
-

- **LWOP – LEAVE WITHOUT PAY FOR PSEs**

- **MILITARY LEAVE FOR PSEs – ABSENCES ARE PERMITTED BUT PSEs ARE NOT ELIGIBLE FOR PAID MILITARY LEAVE**

- **HOW DO PSEs APPLY FOR ABSENCES DUE TO EMERGENCIES AND ILLNESS OR INJURY?**

**DIRECTOR's NOTE:** PSEs may apply for Leave Without Pay (LWOP) without exhausting their annual leave. Approval/Disapproval of LWOP is at management's discretion per ELM 514.22.

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Military leave provisions can be found at Section 517.2 of the Employee & Labor Relations Manual. The Postal Service supports employee service in the Reserve or National Guard, and no action is permitted to discourage either voluntary or involuntary participation.

An employee in a traditional FTR or a NTFT assignment with a weekly schedule of 40 or more hours/week receives 120 hours of military leave each fiscal year. ...

... 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.

- **Ref: May 2017 JCIM, Article 10, MILITARY LEAVE, Article 10, page 21. [p.84]**
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An exception to the advance approval requirement is made for emergencies and illness or injury; however, in these situations, the PSE must notify appropriate postal authorities as soon as possible as to the emergency or illness/injury and the expected duration of the absence. As soon as possible after return to duty, PSEs must submit Form 3971 and explain the reason for the emergency or illness/injury to their supervisor. Supervisors approve or disapprove the leave request. When the request is disapproved, the absence may be recorded as AWOL at the discretion of the supervisor as outlined in Section IV.B below.

- **Ref: ATTACHMENT A - Postal Support Employee (PSE) Annual Leave Provisions. II. AUTHORIZING ANNUAL LEAVE, B. Emergencies and Illness or Injury [pp 260 - 261]**
- 

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.





	<p>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><b>H. <u>Ref: Article 13, ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES, Section 4. General Policy Procedures. A. [p. 63]</u></b></p>
<p><b>MEMORANDUMS OF UNDERSTANDING THAT APPLY TO PSEs</b></p>	<p>Only the following Memorandums of Understanding from the <b>2015</b> National Agreement shall apply to PSEs:</p> <ul style="list-style-type: none"> <li>• Use of Privately Owned Vehicles [pp. 342 - 343]</li> <li>• Leave Sharing [pp. 295 - 296]</li> <li>• Leave Without Pay [p. 295]</li> <li>• Time Limitations Concerning Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations [pp. 297 - 298]</li> <li>• Removal of Social Security Number References [p. 333]</li> <li>• Residual Vacancies – Clerk Craft [pp. 370 - 374]</li> <li>• Assignment of PTF Hub Clerks [pp. 349 - 350]</li> <li>• Purge of Warning Letters [pp. 321 - 322]</li> </ul>
<p><b>OPTING BY PSEs FOR FULL-TIME (TRADITIONAL AND NON-TRADITIONAL) VACANT, RESIDUAL ASSIGNMENTS</b></p>	<p>35. How is a PSE’s standing on the PSE roll, for conversion or opting, impacted by any break in service?</p> <p><b>Response:</b> 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. Section 2.D</p> <ul style="list-style-type: none"> <li>• <b><u>Ref: May 2017 JCIM, Article 37, CLERK CRAFT QUESTIONS &amp; ANSWERS, SECTION 2.D, Article 37 page 8, #35. [p . 201]</u></b></li> </ul> <p>-----</p>

- **CLERK CRAFT PSEs  
OPTING**

62. Do PSE clerks hold down their opted residual duty assignment during their mandatory 5-day break in 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: May 2017 JCIM, Article 37, CLERK CRAFT QUESTIONS & ANSWERS, SECTION 3.A, Article 37 page 13 #62. [p . 206]**

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A PSE may only occupy full-time (traditional or non-traditional) 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 Craft, where practicable, PSEs will be allowed to opt on a seniority basis for full-time (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 back fill 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.

- **Ref: Postal Support Employees MOU, APPENDIX A, 3, Other Provisions, F. Opting [pp. 258 - 259]**

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**NOTE:** In the Clerk 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.

- **Ref: May 2017 JCIM, Article 8.3, WORK WEEK – PART TIME EMPLOYEES, Article 8, page 3. [p. 45]**

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***DIRECTOR's NOTE:*** 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.

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***DIRECTOR's NOTE:*** PSEs may opt into residual lead clerk duty assignments while the assignment is posted on e-reassign. Under these circumstances the PSE will be paid the higher level.

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.

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**New work PSEs may only express preference for temporarily vacant new work assignments.**

- **MVS CRAFT PSEs OPTING**

- **Ref: Article 39, MOTOR VEHICLE CRAFT, Section 1. Seniority, J. Temporary Holddowns. [p. 204]**

	<p>In the Motor Vehicle Craft, <b>new work PSEs may opt on a seniority basis for new work full-time vacant residual assignments.</b></p> <ul style="list-style-type: none"> <li>• <a href="#">Ref: Postal Support Employees MOU, APPENDIX A, 3, Other Provisions, F. Opting [pp. 258 - 259]</a></li> </ul>
<p><b>PAY ISSUES FOR PSEs</b></p> <ul style="list-style-type: none"> <li>• <b>COLA - COST OF LIVING ADJUSTMENT</b></li> <li>• <b>HIGHER LEVEL PAY FOR PSEs</b></li> </ul>	<p>NOTE: PSEs do not receive COLA increases. Instead, they receive negotiated wage increases outlined in Article 9, Section 7. See WAGE INCREASES FOR PSEs, below.</p> <p>-----</p> <p>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> <ul style="list-style-type: none"> <li>• <a href="#">Ref: Postal Support Employees MOU, APPENDIX A.3. Other Provisions, C. Article 25, Higher Level Pay [p. 257]</a></li> <li>• <a href="#">X-Ref: May 2017 JCIM, Article 25.2, Article 25, page 1. [p. 170]</a></li> </ul> <p><b>DIRECTOR's NOTE:</b> The language in the MOU and Article 25 regarding higher level for PSEs applies to higher level bargaining unit assignments, not to 204b details.</p> <p>-----</p> <p><b>Also, NOTE APWU's POSITION: PSEs as Postmaster Relief (PMR) and Officer in Charge (OIC)</b>  <b>APWU Position: Mike Morris, Director Industrial Relations</b></p>

Per Publication 32 below, until negotiated otherwise, an OIC must be a career 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.

**Publication 32 Officer in Charge (OIC)** — A career postal employee appointed temporarily to fill a postmaster vacancy, usually for no longer than 180 days.

NOTE: PSEs can act as Postmaster Reliefs (PMR) in bona fide postal units and circumstances:

postmaster relief/leave replacement	PMR	A non-career hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in a small Post Office.
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**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.

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• **HOLIDAY PAY FOR PSEs**

PSEs will receive holiday leave pay subject to eligibility guidelines in Article 11.2 for the following six holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The number of hours of holiday leave pay that a PSE receives for each of the above holidays will be determined by the size of the office in which he/she works:

- 200 Man Year offices - 8 hours

- **POStPlan offices - 4 hours**
- **All other offices - 6 hours**

**PSEs who work on a holiday may, at their option, elect to have their annual leave balance credited with 4, 6, or 8 hours (as applicable) of annual leave in lieu of receiving holiday pay.**

- **Ref: Article 11, HOLIDAYS, Section 8. Holiday Postal Support Employee. B. [pp. 39 - 40]**
- **X-Ref: Postal Support Employees MOU APPENDIX A, Contract Provisions, Article 11, HOLIDAYS, Section 8.B. [pp. 252 - 253]**
- **Ref: Postal Support Employees MOU, APPENDIX A, 1. General Principles, f. [pp. 246 - 247]**
- **X-Ref: May 2017 JCIM, Article 11.6, Article 11, page 5. [p. 90]**

**• HOURLY RATES OF PAY FOR PSEs**

Postal Support Employees (PSE) Hourly Rates that were effective May 20, 2015 (the effective date of the 2015 – 2018 Collective Bargaining Agreement) are listed in Article 9, Table 3.1.

- **Ref: Article 9, SALARIES AND WAGES, Table 3.1, Postal Support Employees (PSE) Hourly Rates, Effective May 20, 2015. [p. 33]**
- **X-Ref: Postal Support Employees MOU APPENDIX A, 1. GENERAL PRINCIPLES, f. [p. 247]**

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.

- **Ref: Postal Support Employees MOU APPENDIX A, 1. GENERAL PRINCIPLES, f. [p. 247]**

The hourly rates for PSEs shall be adjusted by the general increases provided for in Article 9.1.

- **HOURLY RATE INCREASES FOR PSEs**

PSEs will receive the following wage adjustments:

- PSEs will receive annual 1% wage increases in addition to the general wage increases provided above for career employees (i.e., 2.2%, 2.3%, and 2.3%)
- PSEs will also receive wage increases in addition to the general and annual increases above as follows:
  - \$0.09 per hour retroactive to November 14, 2015
  - \$0.20 per hour effective May 13, 2017
  - \$0.21 per hour effective May 26, 2018

All percentage increases are applied to the wage rates in effect **May 20, 2015**.

- Ref: Article 9, SALARIES AND WAGES, Section 7. Postal Support Employees [p. 29], and Table 3.1, Postal Support Employee (PSE) Hourly Rates [p. 33].
- X-Ref: Postal Support Employees MOU, APPENDIX A, Contract Provisions, Article 9, Salaries and Wages [pp. 251 - 252]

- **NIGHT SHIFT DIFFERENTIAL FOR PSEs**

For time worked between the hours of 6:00 p.m. and 6:00 a.m., employees shall be paid additional compensation at the applicable flat dollar amount at each pay grade and step in accordance with the attached table. **(Table 3.2)**

- Ref: Article 8, HOURS OF WORK, Section 7. Night Shift Differential [p. 25]
- Ref: Article 9, SALARIES AND WAGES, Table 3.2, Postal Support Employee (PSE) Night Differential Rates [p. 33].
- X-Ref: Postal Support Employees MOU, APPENDIX A, Contract Provisions, Article 8.7 [p. 251]

- **OUT OF SCHEDULE PAY – NOT FOR PSEs**

... Only full-time employees may receive out-of-schedule pay ...

- Ref: May 2017 JCIM, Article 8.4.B, OUT OF SCHEDULE PREMIUM, Article 8, page 4. [p. 46]





offices) will be staffed by bargaining unit employees:

- PSEs cannot work in the Administrative Post Office (APO) Level-18 Offices(with exceptions).
- PSEs cannot be assigned to work in the Level-6 Remotely Managed Post Office (RMPO) (with exceptions).
- Level-6 PSEs may be assigned to work in the Level-4 RMPO and when doing so they are paid at the PSE Level-6 rate of pay.
- Level-6 PSEs assigned to Level-4 RMPO's will not count against the applicable cap except 12 of these PSEs per district.

**PSEs WHEN RELIEVING - SHORT TERM (EXCEPTIONS)**

- Level-6 PSEs may be used within the cluster (Level-18 office and RMPOs) to relieve the career employee on window duties for short term absences (e.g. Absences, AL/SL, LWOP) normally not to exceed 2 pay periods.
- PSEs can only be used within the cluster to cover these absences after all PTF hours in the cluster or pool and relief hours in the cluster at the straight time rate have been exhausted.
- Level-6 PSEs assigned to Level-4 RMPO's will be hired from the applicable hiring registers and **without setting any precedent may perform window duties.**
- When a Level-6 PSE in an RMPO Level-4 works hours in that office, including any work hours used to cover leave, exceeds 30 hours a week for 180 consecutive days, a career full time duty assignment will be created and filled. The hours worked by PSEs does not include hours worked in other offices.

**PSES WORKING IN MULTIPLE L-4 RMPO OFFICES**

- PSEs working in the Level-4 RMPOs may work in multiple Level-4 offices, as well as Level-2 RMPOs, where operationally feasibly and efficient.

- This usage of a Level-6 PSE does not create an obligation to change the DES ACT code of the Level-2 RMPOs nor does it create an obligation of the Postal Service to establish a career position.
  - **Ref: MOU POSTPLAN & PSEs, September 22, 2014, Doug Tulino/Mark Dimondstein**
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**POSTPlan Q&As Applicable to PSEs**

Question #8: Is a PSE within the bid cluster required to convert to a PTF vacancy in accordance with the Pecking Order MOU?

**Answer:** Yes, pursuant to the provisions of Article 37.5 and Q&A #307, Article 37, page 64 of the 2012 JCIM.

Question #9: How is the “within 50 miles radius of the installation” measured?

**Answer:** The 50 mile radius is measured from the APO.

Question #11: Will PSEs that are hired through the eCareer postings for Level-4 RMPOs be required to take the window training and pass the window training exam?

**Answer:** Yes.

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**Ref: Step 4 Settlement – Q01C-4Q-C16035805 - APWU – HQTC20151075**

**The parties affirm that Level 6 PSEs that staff Level 4 RMPOs may not be utilized outside their APO installation except as provided for in # 3 below.**

**The parties further agree that the Level 6 PSEs hired in Level 4 RMPOs may not be utilized in Level 20 and above APOs. Those Level 20 and above APOs may continue to hire PSEs in Function 4 pursuant to Article 7 and the PSE MOU.**

**PROBATIONARY PERIOD FOR PSEs**

**Section 3. Clerk Craft PSE, #3.** Clerk Craft PSEs converted to career status under this Section will not be required to serve a probationary period.

- Ref: Article 12, PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS
- X-Ref: ATTACHMENT B – WORKFORCE STRUCTURE AND PSE CONVERSION IMPLEMENTAION AGREEMENT [pp 261 – 263]

**Clerk Craft Postal Support Employees who have already served one full term as a PSE will not be required to serve a probationary period as required by Article 12, Section 1, after conversion to career.**

- Ref: May 2017 JCIM, Article 7.1.B.3 AND 7.1.B.4, Article 7, page 3. [p. 37]
- Ref: May 2017 JCIM, Article 12.A.1, PROBATIONARY EMPLOYEES, Article 12, page 1. [p. 92]

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**Section 2. Motor Vehicle PSEs, #4.** Motor Vehicle Craft PSEs who have served one full term as PSEs will not be required to serve a probationary period as required by Article 12, Section 1, after conversion to career.

- Ref: May 2017 JCIM, Article 12.A.1, PROBATIONARY EMPLOYEES, Article 12, page 1. [p. 92]
- Ref: May 2017 JCIM, Article 39, MOTOR VEHICLE CRAFT, 39.1.B.4, Article 39, page 2. [p . 284]

**RETIREMENT SAVINGS PLAN FOR PSEs**

**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

	<p>Service will not be required to make any matching contributions as part of such plans.</p> <ul style="list-style-type: none"> <li>• <u>Ref: Postal Support Employees MOU, APPENDIX A.3. Other Provisions, G. Retirement Savings Plan</u> [p. 259]</li> </ul>
<p><b>SAFETY AND HEALTH ISSUES APPLY TO PSEs</b></p>	<ul style="list-style-type: none"> <li>• <u>Ref: Language at the end of Article 14, SAFETY AND HEALTH</u> [p. 76] (The preceding Article, Article 14, shall apply to PSEs)</li> <li>• <u>Ref: MOU, Appendix A, 2. Contract Provisions</u> [p. 253] Lists Article 14 as applying to PSEs.</li> </ul>
<p><b>SEPARATION OF PSE's FOR LACK OF WORK</b></p> <p>• REAPPOINTMENT OF</p>	<p>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> <ul style="list-style-type: none"> <li>• <u>Ref: Article 6, NO LAYOFFS OR REDUCTION IN FORCE, B. Preconditions for Implementation of Layoff and Reduction in Force, 4.</u> [pp. 11 - 12]:</li> </ul> <p>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 are separated for 5 days between appointments.</p> <ul style="list-style-type: none"> <li>• <u>Ref: Postal Support Employees MOU, APPENDIX A, 3. Other Provisions, B. Article 15, #3.</u> [p 256]</li> </ul> <p>-----</p>

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

**NOTE:** PSEs will be returned based upon their craft standing on the roll in the installation.

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 one (1) year of their separation. ...

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: Postal Support Employees MOU, APPENDIX A, 3. Other Provisions, B. Article 15.3.](#)  
[p 256]

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**DIRECTOR'S NOTE:** PSEs who are separated for lack of work should check their Form 50 to confirm that management lists their separation correctly. The **NATURE OF PERSONNEL ACTION** on their Form 50 should read:

Line 77	NATURE OF ACTION CODE	357
Line 79	DESCRIPTION	TERMINATION OF WORK
Line 80	CODE	522
Line 84	REMARKS	LAST DAY IN PAY STATUS <u>(Date)</u> SEPARATION DUE TO LACK OF WORK

This is critical. If management incorrectly lists the NATURE OF ACTION as anything other than

	SEPARATION DUE TO LACK OF WORK it could adversely impact the PSE’s reappointment rights.
<p><b>SHOP STEWARDS - PSEs CAN BECOME SHOP STEWARDS</b></p> <ul style="list-style-type: none"> <li><b>PSE SHOP STEWARDS RECEIVE SUPER SENIORITY RIGHTS</b></li> </ul>	<ul style="list-style-type: none"> <li><b>Ref: Language at the end of Article 17.2. Appointment of Stewards [p. 100]</b> (The preceding Section, Article 17.2, shall apply to PSEs)</li> <li><b>Ref: Language at the end of Article 17.3. Rights of Stewards [p. 100]</b> (The preceding Section, Article 17.3, shall apply to PSEs)</li> <li><b>Ref: Language at the end of Article 17.4. Payment of Stewards [p. 101]</b> (The preceding Section, Article 17.4, shall apply to PSEs)</li> </ul> <p><b>NOTE: PSE Shop Stewards Have Super Seniority – But only over other PSEs</b></p> <p>24. Will a PSE who serves as an APWU steward have rights over other PSEs when it is necessary to let PSEs go because of lack of work or when there is an opportunity to bring PSEs back to work? <b>Response:</b> Yes.</p> <ul style="list-style-type: none"> <li><b>Ref: May 2017 JCIM, Article 17, QUESTIONS &amp; ANSWERS, REPRESENTATION, Article 17 page 10, #24. [p . 160]</b></li> </ul>
<p><b>TRAINING – COMPENSATION FOR PSEs</b></p>	<p><b>DIRECTOR’s NOTE:</b> PSEs are entitled to compensation for all expenses incurred when they are directed to attend training for their job assignments. This includes compensation for any travel time and mileage, if applicable.</p> <ul style="list-style-type: none"> <li><b>Ref: Language at the end of Article 36. CREDIT UNIONS AND TRAVEL [p. 136]</b> (The preceding Section, Article 36, shall apply to PSEs)</li> </ul>
<p><b>UNIFORMS AND WORK CLOTHES FOR PSEs</b></p>	<p>On an annual basis, Postal Support Employees who are assigned as PSE Sales/Service &amp; Distribution Associates, SSDA D/A 81-4, who have met the criteria listed below, will be eligible to purchase three (3) Type 2 shirts worn by employees assigned to retail operations, with an</p>

	<p>allowance of up to \$42 per shirt:</p> <ol style="list-style-type: none"> <li>1. Completed ninety (90) work days, or have been employed for one hundred twenty (120) calendar days, whichever comes first;</li> <li>2. Successfully completed required training; and</li> <li>3. Meet the requirements of the Employee and Labor Relations Manual (ELM), Section 932.11.g, which includes <i>“Retail personnel ...whose official assignment at a retail counter is for a minimum of 4 hours daily for 5 days a week on a continuing basis or for not less than 30 hours a week.”</i></li> </ol> <p>If a PSE SSDA, who has met the above criteria, is subsequently assigned to a different PSE job title, and/or no longer meets the requirements of ELM 932.11.g, stated in #3 above, he/she will no longer be eligible for the uniform program.</p> <ul style="list-style-type: none"> <li>• <u>Ref: Article 26, UNIFORMS AND WORK CLOTHES, Section 4. Annual Allowance for PSEs [pp. 117 – 118]</u></li> <li>• <u>X-Ref: Postal Support Employees MOU, APPENDIX A, Contract Provisions, Article 26, Section 4, UNIFORMS AND WORK CLOTHES [p. 254]</u></li> <li>• <u>X-Ref: May 2017 JCIM, Article 26.3, ANNUAL ALLOWANCE FOR PSEs, Article 26, page 2. [p. 173]</u></li> </ul>
<p><b>WASH-UP TIME FOR PSEs</b></p>	<p>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.</p> <ul style="list-style-type: none"> <li>• <u>Ref: Article 8, HOURS OF WORK, Section 9. Wash-Up Time [p. 26]</u></li> <li>• <u>X-Ref: Postal Support Employees MOU, APPENDIX A, Contract Provisions, Article 8.9 [p. 251]</u></li> </ul>
<p><b>WORK ASSIGNMENTS FOR PSEs</b></p> <ul style="list-style-type: none"> <li>• <b>CAREER EMPLOYEES vs</b></li> </ul>	<p>During the course of a service week, the Employer will make every effort to insure that qualified</p>

**PSE WORK ASSIGNMENTS**

and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to PSEs.

- Ref: Article 7. EMPLOYEE CLASSIFICATION, Section 1. Definition and Use, B. Postal Support Employees (PSEs), 2. [p. 16]
- X-Ref: Postal Support Employees MOU, APPENDIX A. [p. 247]
- Ref: May 2017 JCIM, Article 7, POSTAL SUPPORT EMPLOYEES, Article 7, page 2. [p. 36]

**NOTE: NTFT Duty Assignments vs PSE hours**

... 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.

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

- Ref: Instructions issued by Megan Brennan, Sept 28, 2012

**NOTE: PSE’s cannot work in Corporate Call Centers**

- 1) Corporate Call Center

... The Employer shall staff Call Center locations with no fewer than a total of 1,100 Clerk Craft duty assignments during the term of the **2015** Agreement. These duty assignments will be filled by a mix of 70% career and 30% rehabilitation status employees. ...

- Ref: Clerk Craft Jobs MOU, pp 343 - 346

• **GUARANTEES FOR PSE**

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



**WORK ASSIGNMENTS**

8.8.D.

- Ref: Article 7. EMPLOYEE CLASSIFICATION, Section 1. Definition and Use, B. Postal Support Employees (PSEs), 10 [p. 19]
- X-Ref: Postal Support Employees MOU, APPENDIX A, 2. Contract Provisions, 10. [p. 250]

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

- Ref: Article 8. HOURS OF WORK, Section 8, Guarantees, D [pp. 25 - 26]
- Also, X-Ref: Postal Support Employees MOU, APPENDIX A, 2. Contract Provisions, Article 8, Hours of Work, Section 8. Guarantees, D [p 251]
- X-Ref: May 2017 JCIM, Article 7.1.B.8, POSTAL SUPPORT EMPLOYEE (PSE) TERM LIMIT, Article 7, page 5. [p. 39]
- Also, X-Ref: May 2017 JCIM, Article 8.8, GUARANTEES, Article 8, page 11. [p. 53]

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.

- Ref: May 2017 JCIM, Article 8 QUESTIONS & ANSWERS, #24, Article 8, page 15. [p. 57]

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... When the LMOU does not establish a pecking order the following should be used to select employees to work on a holiday:

- All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday, by seniority.
- Postal Support Employees (PSEs).

- **HOLIDAY WORK ASSIGNMENTS FOR PSEs**

- All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day, by seniority.
- Full-time regular employees who do not volunteer on what would otherwise be their non-scheduled day, by inverse seniority.
- Full-time regular employees who do not volunteer on what would otherwise be their holiday or designated holiday, by inverse seniority.
- **Ref: May 2017 JCIM, Article 11.6, Article 11, page 3.** [p. 88]

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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.

- **Ref: Article 11, HOLIDAYS, Section 8. Holiday Postal Support Employee. B.** [pp. 39 - 40]
- **X-Ref: Postal Support Employees MOU APPENDIX A, Contract Provisions, Article 11, HOLIDAYS, Section 8.B.** [pp. 252 - 253]
- **X-Ref: May 2017 JCIM, Article 11.6, Article 11, page 5.** [p. 90]

• **HOURS OF WORK FOR PSEs**

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**Work Schedules**

A. The employee's service week shall be a calendar week beginning at 12:01 a.m. Saturday and ending at 12 midnight the following Friday.

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.

- **Ref: Article 8, HOURS OF WORK, Section 2. Work Schedules** [p. 22]
- **X-Ref: Postal Support Employees MOU, APPENDIX A, 2. Contract Provisions, Article 8, Section 2.A and B.** [p. 250]

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

- [Ref: Article 8. HOURS OF WORK, Section 3. Exceptions. \[p. 22\]](#)
  - [X-Ref: Postal Support Employees MOU, APPENDIX A, 2. Contract Provisions, Article 8, Section 3. Exceptions. \[p. 250\]](#)
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- **LIMITATIONS OF PSE WORK HOURS**

The overtime limits in Article 8.5.G apply only to full-time regulars and full-time flexible employees. However, Part 432.32 of the Employee & Labor Relations Manual (ELM) provides the following rule: Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee), part-time flexible employees may not be required to work more than twelve hours in one service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than twelve consecutive hours.

Because the above referenced regulation limits total daily service time to twelve hours, including work and mealtime, an employee is effectively limited to twelve hours (minus mealtime) per day of work. The collective bargaining agreement creates exceptions to the general rule established under ELM 432.32. The only exception to this rule in the APWU National Agreement is for full-time employees on the overtime desired list who, in accordance with Article 8.5.G, “may be required to work up to twelve hours in a day.” Since “work” does not include mealtime within the meaning of Article 8.5.G, the “total hours of daily service” for full-time employees on the overtime desired list may extend over a period of twelve hours plus mealtime. This exception does not apply to full-time regulars who are not on the overtime desired list.

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

- [Ref: Article 8, HOURS OF WORK, Section 5. Overtime Assignments, G. \[pp. 24 - 25\]](#)
  - [Ref: May 2017 JCIM, Article 8.5.G, WORK HOUR LIMITATIONS, Article 8, page 9. \[p. 51\]](#)
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- **PSE “LOANED” WORK ASSIGNMENTS BETWEEN INSTALLATIONS**

A clerk craft PSE hired in one installation may be utilized in a different installation when needed. 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 four) 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 districts' PSE caps.

- Ref: May 2017 JCIM, Article 7.1.B.5 and 7.1.B.6, PSE WORK ASSIGNMENTS, Article 7, page 4. [p. 38]

- **OVERTIME WORK RULES FOR PSEs – Full-Time OTDL will be selected before PSEs**

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.

- Ref: Article 8. HOURS OF WORK, Section 4. Overtime Work, G. [p. 23]
- X-Ref: Postal Support Employees MOU APPENDIX A, Contract Provisions, Article 8.4.G. [pp. 250 - 251]
- X-Ref: May 2017 JCIM, Article 8.4.G, OVERTIME WORK – PSE EMPLOYEES, Article 8, page 6. [p. 48]

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: May 2017 JCIM, Article 8 QUESTIONS & ANSWERS, #11, Article 8, page 13. [p. 55]

**DIRECTOR's NOTE:** A PSE can work more than 5 days in the service week and as long as they do not exceed more than 8 hours on any service day there is no violation or impact to the Overtime Desired List employees. It is **NOT** a violation for PSEs to work more than 40 hours in a service week prior to utilization of the Overtime Desired List.

**DIRECTOR's NOTE:** 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.***

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**The parties agree that an exception to #1 above is to provide supplemental assistance for Sunday package service, provided the following pecking order is utilized:**

- a. PTFs and PSEs assigned to the gaining office are first exhausted at the straight time rate**
- b. Available PTFs under the MOU Re: Assignment of PTF Hub Clerks, who volunteer to work on Sunday, are exhausted at the straight time rate.**
- c. Available PSEs from Level 4 RMPOs, but restricted to within 50 miles of the PSEs Level 4 RMPO office.**

**Any cases held pending will be processed in accordance with the agreement.**

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- **PASSPORTS**

Re: PSE's Working Passports –

As of August 19, 2015, case number Q10C-4Q-C-14093582, regarding whether PSEs may process passport application based on their status as non-career employees, is pending at the National Level. Grievances regarding this issue should be held in abeyance at Step 3 pending further discussion at the National Level.

**Ref:** Lamont Brooks Feb 2013 emails with USPS HQ and the position of the State Department based on information provided by the USPS.

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**APWU's Position:** In retail or carrier operations, if there are no career employees available, a PSE

- **REGISTRY**

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 ...

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- **WINDOW**

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

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. This does not apply to PSEs covering an already established duty assignment (i.e. Temporarily vacant or covering a clerk on long-term sick leave, etc.).

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- **MVS CRAFT HOLDDOWNS**

**Article 39.1.J addresses temporary holddowns for Motor Vehicle and Tractor-Trailer Operators. Consistent with the following provisions, unassigned full-time regular, full-time flexible, part-time flexible, and new work PSE Tractor-Trailer Operators and Motor Vehicle Operators may, in seniority order, exercise a preference for an assignment temporarily vacant for an anticipated duration of ten (10) days or more. New work PSEs may only express preference for temporarily vacant new work assignments.**

<ul style="list-style-type: none"><li>• <b>MVS CRAFT NEW WORK PSEs ARE NOT ALLOWED TO TRANSFER BETWEEN POSTAL INSTALLATIONS OR DISTRICTS</b></li></ul>	<ul style="list-style-type: none"><li>• <u>Ref: May 2017 JCIM, Article 39.1.J, HOLDDOWNS, Article 39, page 5. [p. 287]</u></li></ul> <p>6. Do hold downs still exist?</p> <p><b>Response:</b> Yes, but only unassigned <b>full-time, full-time flexible, part-time flexible employees and new work PSEs</b> that are not on hold downs currently, may bid on duty assignments that are vacant for 10 or more days; in accordance with the provisions outlined in Article 39.1.J. <b>New work PSEs may only opt on new work.</b></p> <ul style="list-style-type: none"><li>• <u>Ref: May 2017 JCIM, Article 39 QUESTIONS &amp; ANSWERS, #6, Article 39, page 12. [p. 294]</u></li></ul> <hr/> <p>78. Are MVS new work Postal Support Employees (PSEs) allowed to transfer between postal installations or districts?</p> <ul style="list-style-type: none"><li>• <b>Response: No.</b></li></ul> <p><u>Ref: May 2017 JCIM, Article 39 QUESTIONS &amp; ANSWERS, #78, Article 39, page 22. [p. 304]</u></p>
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