(The preceding Article, Article 2, shall apply to **PSE**

Employees)

(The preceding Article, Article 3, shall apply to **PSE**

Employees)

(The preceding Article, Article 5, shall apply to **PSE**

Employees)

**Article 6**

**B. Preconditions for Implementation of Layoff**

**and Reduction in Force.**

1. The affected Union(s) shall be notified at the

Regional level no less than 90 days in advance

of any layoff or reduction in force that an excess

of employees exists or will exist at an installation

and that a layoff and reduction in force may

be necessary. The Employer will explain to the

Union(s) the basis for its conclusion that legitimate

business reasons require the excessing and

possible separation of employees.

2. No employee shall be reassigned under this Article

or laid off or reduced in force unless and until

that employee has been notified at least 60 days

in advance that he or she may be affected by one

or the other of these actions.

3. The maximum number of excess employees within

an installation shall be determined by seniority

unit within each category of employees (full-time,

part-time regular, part-time flexible). This number

determined by the Employer will be given to the

Union(s) at the time of the 90-day notice.

4. Before implementation of reassignment under

this Article or, if necessary, layoff and reduction

in force of excess employees within the installation,

the Employer will, to the fullest extent

possible, separate all **Postal Support Employees**

**(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. In addition, the Employer

shall solicit volunteers from among employees in

the same craft within the installation to terminate

their employment with the Employer. Employees

who elect to terminate their employment will

receive a lump sum severance payment in the

amount provided by Part 435 of the Employee

and Labor Relations Manual, will receive benefit

coverage to the extent provided by such Manual,

and, if eligible, will be given the early retirement

**ARTICLE 7**

**EMPLOYEE CLASSIFICATIONS**

**Section 1. Definition and Use**

**A. Regular Work Force.** The regular work force shall

be comprised of two categories of employees which are as

follows:

1. **Full-Time.** Employees in this category shall be

hired pursuant to such procedures as the Employer

may establish and shall be assigned to regular

schedules consisting of five (5) eight (8) hour

days in a service week.

2. **Part-Time.** Employees in this category shall be

hired pursuant to such procedures as the Employer

may establish and shall be assigned to regular

schedules of less than forty (40) hours in a service

week, or shall be available to work flexible hours

as assigned by the Employer during the course of

a service week.

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

1. The **Postal Support Employee (PSE)** work force

shall be comprised of **noncareer bargaining unit**

**employees.**

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

will make every effort to insure that qualified and

available part-time flexible employees are utilized

at the straight-time rate prior to assigning such

work to **PSEs**.

3. **In the Clerk Craft, the total number of PSEs**

**used in mail processing (function one) within**

**a District, will not exceed 20% of the total**

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**number of career mail processing (function**

**one) clerk craft employees within that District,**

**except in accounting periods 3 and 4, beginning**

**two (2) years from the effective date of the**

**contract. The total number of PSEs used in**

**retail/customer services (function four) within a**

**District will not exceed 20% of the total number**

**of career retail/customer services (function**

**four) clerk craft employees within that District.**

**The number of PSEs derived from the retail/**

**customer services (function four) percentage**

**may be used in function one and when doing so**

**will not count against the 20% mail processing**

**(function one) District cap.**

**In the Maintenance Craft, the total number**

**of PSEs used within a District will not exceed**

**10% of the total number of career maintenance**

**craft employees within that District.**

**In the Motor Vehicle Craft, the total number**

**of PSEs used within a District will not exceed**

**10% of the total number of career motor vehicle**

**craft employees within that District, except in**

**accounting periods 3 and 4, beginning two (2)**

**years from the effective date of the contract.**

4. **In Level 22 and above offices, PSEs in retail/**

**customer services (Function 4) who work the**

**window will not exceed 10% of the career retail**

**clerks in that installation whose duties include**

**working the window. The rounding-up rule of**

**.5 and above applies.**

**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.**

**PSE employees who work the window may**

**work in relief of employees holding duty assignments**

**on the window.**

**5. Any non-APWU bargaining unit employee on**

**light or limited duty in an APWU craft or on**

**a rehabilitation assignment in an APWU craft**

**who does not hold a bid assignment will not be**

**counted as a career employee for the purpose**

**of determining the number of PSEs who may**

**be employed in that APWU craft.**

**6. In addition to the caps in paragraph 3 above,**

**PSEs will not be counted towards the allowable**

**percentages of PSEs within a District when**

**employed for new work that is brought into the**

**bargaining units covered by this Agreement,**

**including work being contracted out that is**

**brought in-house, as follows:**

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**a. In the Clerk Craft, in any former Contract**

**Postal Unit (CPU) that is brought back**

**in-house, unless it is a full-service unit or it**

**primarily provides postal services.**

**b. In the Maintenance Craft, for custodial work**

**formerly contracted out that is brought**

**in-house, subject to the provisions of the**

**Maintenance Craft Jobs MOU.**

**c. In the Motor Vehicle Craft, for highway**

**contract routes (HCRs) that are brought**

**back into the Postal Service and assigned to**

**postal employees, subject to the provisions**

**of the Motor Vehicle Craft Jobs MOU.**

**d. The Employer and the Union may agree**

**upon the use of additional PSEs in other**

**circumstances when new or contracted work**

**is brought in-house, or when new retail initiatives**

**that are not full-service post offices**

**are established.**

**7. The Postal Service will provide a report, every**

**four week reporting period with information**

**needed to monitor compliance with the provisions**

**above, i.e., the total number of career**

**bargaining unit employees and PSEs by craft,**

**function, installation and District.**

**8. PSE employees 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. Such employees have**

**no daily or weekly work hour guarantees,**

**except as provided for in Article 8.8.D. PSEs**

**will have a break in service of at least 5 days,**

**if reappointed.**

(see Memo, page 167)

**ARTICLE 8**

**HOURS OF WORK**

**Section 1. Work Week**

The work week for full-time regulars shall be forty (40) hours

per week, eight (8) hours per day within ten (10) consecutive

hours, provided, however, that in all offices with more than

100 full-time employees in the bargaining units the normal

work week for full-time regular employees will be forty hours

per week, eight hours per day within nine (9) consecutive

hours. Shorter work weeks will, however, exist as needed for

part-time regulars.

**Section 2. 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.

C. The employee’s normal work week is five (5) service

days, each consisting of eight (8) hours, within ten (10)

consecutive hours, except as provided in Section 1 of

this Article. As far as practicable, the five days shall

be consecutive days within the service week.

D. In postal installations which have 200 or more man

years of employment in the regular work force, career

employees in mail processing operations, transportation

and vehicle maintenance facility operations, will have

consecutive scheduled days off, unless otherwise agreed

to by the parties at the local level.

**Section 3. Exceptions**

The above shall not apply to part-time employees and **PSE**

employees.

G. Overtime Work **PSE** Employees

**PSE** employees shall be paid overtime for work performed

in excess of forty (40) work hours in any one service week.

Overtime pay for **PSE** employees is to be paid at the rate of one

and one-half (1 ½) times the basic hourly straight-time rate.

When an opportunity exists for overtime for qualified and

available full-time employees, doing similar work in the work

location where the employees regularly work, prior to utilizing

a **PSE** employee 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.

D. **A**ny **PSE** employee who is scheduled to work and who

reports shall be guaranteed two (2) hours of work or pay.

**Section 9. Wash-Up Time**

Installation heads shall grant reasonable wash-up time to those

employees who perform dirty work or work with toxic materials.

The amount of wash-up time granted each employee shall be

subject to the grievance procedure.

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

**Article 9**

**Section 7. PSE Employees**

**The hourly rates for PSE employees shall be adjusted by the**

**general increases provided for in Article 9.1. In addition,**

**PSEs will receive the following wage adjustments:**

**Effective November 17, 2012—the hourly rates for all**

**grades shall be increased by 1.0%.**

**Effective November 16, 2013—the hourly rates for all**

**grades shall be increased by 1.0%.**

**Effective November 15, 2014—the hourly rates for all**

**grades shall be increased by 1.5%.**

**All percentage increases are applied to the wage rates in**

**effect at the beginning of the contract.**

**Postal Support Employee (PSE) Hourly Rates**

PS Grade 3 4 5 6 7 8

Hourly Rates 12.00 12.38 13.74 14.60 15.52 15.85

Grade

3 4 5 6 7 8

0.92 0.93 1.05 1.12 1.19 1.21

**Postal Support Employee (PSE)**

**Night Differential Rates**

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Table 3

3 4 5-7 8 9-11

JJ-II 44 36

II-HH 44 36

HH-GG 44 36

GG-FF 44 36

FF-EE 44 36 36 30

EE-DD 44 36 36 30

DD-CC 44 36 36 30

CC-BB 44 36 36 30

BB-AA 44 36 36 30

AA-A 44 36 36 30

A-B 44 36 36 30

B-C 44 36 36 30

C-D 44 36 36 30

D-E 44 36 36 30 30

E-F 44 36 36 30 30

F-G 44 36 36 30 30

G-H 44 36 36 30 30

H-I 44 36 36 30 30

I-J 44 36 36 30 30

J-K 44 36 36 30 30

K-L 44 36 36 30 30

L-M 44 36 36 30 30

M-N 44 36 36 30 30

N-O 44 36 36 30 30

O-P 30

STEPS GRADES

(From-To)

**Step Increase Waiting Period (In Weeks)**

For new hires: the top step for Level 3 and 4 is Step I; the top

step for Level 5 thru 7 is Step J; the top step for Level 8 is Step K;

and the top step for Level 9 thru 11 is Step P.

For current employees: the top step for Level 3 thru 8 continues

to be step O; the top step for Level 9 thru 11, continues to be

Step P.

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Table 4.1

Grade

Step 3 4 5 6 7 8 9 10 11

JJ 0.88 0.89

II 0.88 0.89

HH 0.88 0.89

GG 0.88 0.89

FF 0.90 0.95 1.01 1.08 1.14 1.16

EE 0.90 0.95 1.01 1.08 1.14 1.16

DD 0.90 0.95 1.01 1.08 1.14 1.16

CC 0.90 0.95 1.09 1.15 1.22 1.25

BB 0.90 0.95 1.09 1.15 1.22 1.25

AA 0.94 1.00 1.09 1.15 1.22 1.25

A 0.97 1.03 1.09 1.15 1.22 1.25

B 1.02 1.07 1.13 1.18 1.25 1.28

C 1.06 1.11 1.16 1.22 1.28 1.31

D 1.10 1.14 1.20 1.25 1.31 1.35 1.49 1.62 1.66

E 1.14 1.18 1.23 1.28 1.35 1.39 1.52 1.65 1.69

F 1.17 1.21 1.27 1.31 1.39 1.42 1.54 1.68 1.72

G 1.21 1.25 1.30 1.35 1.42 1.45 1.57 1.70 1.75

H 1.25 1.29 1.34 1.39 1.45 1.49 1.59 1.73 1.79

I 1.29 1.32 1.37 1.42 1.48 1.52 1.62 1.76 1.82

J 1.32 1.36 1.42 1.46 1.51 1.55 1.64 1.80 1.85

K 1.36 1.41 1.45 1.49 1.54 1.58 1.66 1.83 1.88

L 1.41 1.44 1.49 1.52 1.58 1.61 1.69 1.86 1.91

M 1.45 1.48 1.52 1.55 1.61 1.65 1.71 1.88 1.94

N 1.48 1.51 1.56 1.59 1.64 1.68 1.74 1.91 1.97

O 1.52 1.55 1.59 1.62 1.67 1.71 1.76 1.94 2.00

P 1.79 1.97 2.03

**ARTICLE 10**

**LEAVE**

**Section 1. Funding**

The Employer shall continue funding the leave program so

as to continue the current leave earning level for the duration

of this Agreement.

**Section 2. Leave Regulations**

A. The leave regulations in Subchapter 5l0 of the Employee

and Labor Relations Manual, insofar as such regulations

establish wages, hours and working conditions of employees

covered by this Agreement, **other than PSE employees,** shall

remain in effect for the life of this Agreement.

B. Career employees will be given preference over noncareer

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.

[see Memo, page 207]

(The preceding paragraph, Article 10.2B, applies to **Postal**

**Support** Employees.)

Article 11

**Section 6. Holiday Schedule**

A. The Employer will determine the number and categories

of employees needed for holiday work and a schedule shall be

posted as of the Tuesday preceding the service week in which

the holiday falls.

B. As many full-time and part-time regular schedule

employees as can be spared will be excused from duty on a

holiday or day designated as their holiday. Such employees will

not be required to work on a holiday or day designated as their

holiday unless all **PSEs** and part-time flexibles are utilized to

the maximum extent possible even if the payment of overtime

is required, and unless all full-time and part-time regulars with

the needed skills who wish to work on the holiday have been

afforded an opportunity to do so.

C. An employee scheduled to work on a holiday who does

not work shall not receive holiday pay, unless such absence is

based on an extreme emergency situation and is excused by

the Employer.

D. **PSE** Employees

**PSE** employees 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 nonvolunteers being scheduled to work a

nonscheduled day or any full-time nonvolunteers 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

Article 12

5. **Reduction in the Number of Employees in an**

**Installation Other Than by Attrition**

a. Reassignments within installation. When

for any reason an installation must reduce

the number of employees more rapidly

than is possible by normal attrition, that

installation:

(1) Shall determine by craft and

occupational group the number of

excess employees;

(2) Shall, to the extent possible,

minimize the impact on regular work

force employees by separation of all

**PSEs**;

**Article 13**

**Section 4. General Policy Procedures**

A. Every effort shall be made to reassign the concerned

employee within the employee’s present craft or occupational

group, even if such assignment reduces the number of hours

of work for **Postal Support Employees (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.

**Article 17**

**Section 3. Rights of Stewards**

When it is necessary for a steward to leave his/her work area

to investigate and adjust grievances or to investigate a specific

problem to determine whether to file a grievance, the steward

shall request permission from the immediate supervisor and

such request shall not be unreasonably denied.

In the event the duties require the steward leave the work area

and enter another area within the installation or post office,

the steward must also receive permission from the supervisor

from the other area he/she wishes to enter and such request

shall not be unreasonably denied.

The steward, chief steward or other Union representative

properly certified in accordance with Section 2 above may

request and shall obtain access through the appropriate

supervisor to review the documents, files and other records

necessary for processing a grievance or determining if a

grievance exists and shall have the right to interview the

aggrieved employee(s), supervisors and witnesses during

working hours. Such requests shall not be unreasonably

denied.

While serving as a steward or chief steward, an employee may

not be involuntarily transferred to another tour, to another

station or branch of the particular post office or to another

independent post office or installation unless there is no job

for which the employee is qualified on such tour, or in such

station or branch, or post office.

If an employee requests a steward or Union representative to be

present during the course of an interrogation by the Inspection

Service, such request will be granted. All polygraph tests will

continue to be on a voluntary basis.

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(The preceding Section, Article 17.3, shall apply to **PSE**

Employees)

**Section 7. Dues Checkoff**

A. In conformity with Section 2 of the Act, 39 U.S.C. 1205,

without cost to the Union, the Employer shall deduct and remit

to the Union the regular and periodic Union dues from the pay

of employees as instructed in writing by the Union and the

employee, which written assignment by the employee shall

be irrevocable for a period of not more than one (1) year. The

parties agree that the Union will have sole responsibility for

and control over dues withholding and revocation. The Union

must provide the Postal Service with withholding and revocation

information in a format and within time periods acceptable

to the Postal Service. The Employer agrees to remit to the

Union all deductions to which it is entitled fourteen (14) days

after the end of the pay period for which such deductions are

made. Deductions shall be in such amounts as are designated

to the Employer in writing by the Union.

B. The authorization of such deductions shall be made in

accordance with the terms of Standard Form 1187. Revocation

of authorization shall be made in accordance with the terms of

Standard Form 1186.

C. Notwithstanding the foregoing, employees’ dues deduction

authorizations (Standard Form 1187) which are presently

on file with the Employer on behalf of the Union party to this

Agreement, shall continue to be honored and given full force

and effect by the Employer unless and until revoked in accordance

with their terms.

D. The Union shall defend, indemnify, save and hold the

Postal Service harmless from any and all claims, responsibility,

damage, suit, demand, grievance or other liability (including

attorney’s fees incurred by the Postal Service), which may arise

out of any actions taken by the Postal Service required by the

terms of this Article or in reliance upon instructions provided

by the Union in connection with the Union’s operation and

control over said dues withholding and revocation.

E. The Employer agrees that it will continue in effect,

but without cost to employees, its existing program of payroll

deductions at the request and on behalf of employees for

remittance to financial institutions including credit unions. In

addition the Employer agrees without cost to the employee

to make payroll deductions on behalf of such organization as

the Union shall designate to receive funds to provide group

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automobile insurance for employees and/or homeowners/tenant

liability insurance for employees, provided only one insurance

carrier is selected to provide such coverage.

(The preceding Section, Article 17.7, shall apply to **PSE**

Employees.)

Article 19

Article 19 shall apply in that those parts of all handbooks,

manuals and published regulations of the Postal Service, which

directly relate to wages, hours or working conditions shall apply

to **PSE** employees only to the extent consistent with other

rights and characteristics of **PSE** employees negotiated in this

Agreement and otherwise as they apply to the supplemental

work force. The Employer shall have the right to make changes

to handbooks, manuals and published regulations as they

relate to **PSE** employees pursuant to the same standards and

procedures found in Article 19 of this Agreement.

**ARTICLE 24**

**EMPLOYEES ON LEAVE WITH REGARD TO**

**UNION BUSINESS**

**Section 1. Continuation of Benefits**

Any employee on leave without pay to devote full or parttime

service to the Union signatory to this Agreement shall be

credited with step increases as if in a pay status. Retirement

benefits will accrue on the basis of the employee’s step so

attained, provided the employee makes contributions to the

retirement fund in accordance with current procedure. Annual

and sick leave will be earned in accordance with existing

procedures based on hours worked.

**Section 2. Leave for Union Conventions**

A. Full or part-time employees will be granted annual

leave or leave without pay at the election of the employee to

attend National, State and Regional Union Conventions (Assemblies)

provided that a request for leave has been submitted

by the employee to the installation head as soon as practicable

and provided that approval of such leave does not seriously

adversely affect the service needs of the installation.

B. If the requested leave falls within the choice vacation

period and if the request is submitted prior to the determination

of the choice vacation period schedule, it will be granted

prior to making commitments for vacations during the choice

period, and will be considered part of the total choice vacation

plan for the installation, unless agreed to the contrary at the

local level. Where the specific delegates to the Convention

(Assembly) have not yet been determined, upon the request

of the Union, the Employer will make provision for leave for

these delegates prior to making commitments for vacations.

C. If the requested leave falls within the choice vacation

period and the request is submitted after the determination of

the choice vacation period schedule, the Employer will make

every reasonable effort to grant such request, consistent with

service needs.

(The preceding Article, Article 24, shall apply to **PSE**

**ARTICLE 27**

**EMPLOYEE CLAIMS**

Subject to a $10 minimum, an employee may file a claim

within fourteen (14) days of the date of loss or damage and

be reimbursed for loss or damage to his/her personal property

except for motor vehicles and the contents thereof taking into

consideration depreciation where the loss or damage was

suffered in connection with or incident to the employee’s

employment while on duty or while on postal premises. The

possession of the property must have been reasonable, or proper

under the circumstances and the damage or loss must not have

been caused in whole or in part by the negligent or wrongful

act of the employee. Loss or damage will not be compensated

when it resulted from normal wear and tear associated with

day-to-day living and working conditions.

Claims should be documented, if possible, and submitted with

recommendations by the Union steward to the Employer at

the local level. The Employer will submit the claim, with the

Employer’s and the steward’s recommendation, within 15

days, to the Area office for determination. The claim will be

adjudicated within thirty (30) days after receipt at the Area

office. An adverse determination on the claim may be appealed

pursuant to the procedures for appealing an adverse decision

in Step 3 of the grievance-arbitration procedure.

A decision letter denying a claim in whole or in part will

include notification of the Union’s right to appeal the decision

to arbitration under Article 15.

The Area office will provide to the Union’s Regional

Representative a copy of the denial letter referenced above,

the claim form, and all documentation submitted in connection

with the claim.

The installation head or designee will provide a copy of the

denial letter to the steward whose recommendation is part of

the claim form.

The above procedure does not apply to privately owned motor

vehicles and the contents thereof. For such claims, employees

may utilize the procedures of the Federal Tort Claims Act

in accordance with Part 250 of the Administrative Support

Manual.

The procedure specified therein shall be the exclusive procedure

for such claims, which shall not be subject to the grievancearbitration

procedure.

A tort claim may be filed on SF 95 which will be made available

by the installation head, or designee.

(The preceding Article, Article 27, shall apply to **PSE**

Employees)

**ARTICLE 28**

**EMPLOYER CLAIMS**

The parties agree that continued public confidence in the

Postal Service requires the proper care and handling of the

USPS property, postal funds and the mails. In advance of any

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money demand upon an employee for any reason, the employee

must be informed in writing and the demand must include the

reasons therefor.

**Section 1. Shortages in Fixed Credits**

Employees who are assigned fixed credits or vending credits

shall be strictly accountable for the amount of the credit. If any

shortage occurs, the employee shall be financially liable unless

the employee exercises reasonable care in the performance of

his duties. In this regard, the Employer agrees to:

A. Continue to provide adequate security for all employees

responsible for postal funds;

B. Prohibit an employee from using the fixed credit or

other financial accountability of any other employee without

permission;

C. Grant the opportunity to an employee to be present

whenever that employee’s fixed credit is being audited and if the

employee is not available to have a witness of the employee’s

choice present;

D. Absolve an employee of any liability for loss from

cashing checks if the employee follows established procedures;

and

E. Audit each employee’s fixed credit no less frequently

than once every four months.

**Section 2. Loss or Damage of the Mails**

An employee is responsible for the protection of the mails

entrusted to the employee. Such employee shall not be

financially liable for any loss, rifling, damage, wrong delivery

of, or depredation on, the mails or failure to collect or remit

C.O.D. funds unless the employee failed to exercise reasonable

care.

**Section 3. Damage to USPS Property and Vehicles**

An employee shall be financially liable for any loss or damage

to property of the Employer including leased property and

vehicles only when the loss or damage was the result of the

willful or deliberate misconduct of such employee.

**Section 4. Collection Procedure**

A. If a grievance is initiated and advanced through the

grievance-arbitration procedure or a petition has been filed

pursuant to the Debt Collection Act, regardless of the amount

and type of debt, collection of the debt will be delayed until

disposition of the grievance and/or petition has (have) been

had, either through settlement or exhaustion of contractual

and/or administrative remedies.

B. No more than 15 percent of an employee’s disposable

pay or 20 percent of the employee’s biweekly gross pay whichever

is lower, may be deducted each pay period to satisfy a

postal debt, unless the parties agree, in writing, to a different

amount.

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(The preceding Article, Article 28, shall apply to **PSE**

**APPENDIX A**

**POSTAL SUPPORT EMPLOYEES**

**MEMORANDA**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**UNITED STATES POSTAL SERVICE**

**AND THE**

**AMERICAN POSTAL WORKERS UNION, AFL-CIO**

**Re: Postal Support Employee**

**The parties agree to the following general principles**

**concerning Postal Support (PSE) employees:**

**1. General Principles**

**a. The PSE work force will be comprised of noncareer,**

**bargaining unit employees, which is the only category**

**of noncareer employees established to work within**

**APWU bargaining units.**

**b. PSEs will be hired for a term not to exceed 360 calendar**

**days and will have a break in service of at least 5 days,**

**if reappointed.**

**c. Leave provisions for PSEs are included in Attachment**

**A.**

**d. For PSE percentage use allowances, see Article**

**7.1.B.**

**e. The Postal Service will provide a report every four**

**week reporting period with information needed to**

**monitor compliance with the provisions above, i.e., the**

**total number of career bargaining unit employees and**

**PSEs by craft, function, installation and District.**

**f. The transitional employee and casual category**

**of supplemental employees will be eliminated**

**within three (3) months of the effective date of this**

**Agreement.**

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**g. The hourly rates for PSEs on the effective date of this**

**Agreement shall be as follows:**

**Grade Hourly Rate**

**3 $12.00**

**4 $12.38**

**5 $13.74**

**6 $14.60**

**7 $15.52**

**8 $15.85**

**Should it be necessary for recruitment or retention of**

**PSEs, the Postal Service may pay higher hourly rates,**

**with the concurrence of the Union.**

**Whenever contracting or insourcing is under**

**consideration, the Union may propose different hourly**

**rates for competitive purposes.**

**2. Contract Provisions**

**The parties agree that only the following articles and**

**portions of articles of the National Agreement apply to**

**PSEs as outlined below:**

**Article 1**

**Article 2**

**Article 3**

**Article 5**

**Article 7**

**ARTICLE 7**

**EMPLOYEE CLASSIFICATION**

**Section 1. Definition and Use**

**\* \* \* \* \***

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

**1. The Postal Support (PSE) work force shall be**

**comprised of noncareer bargaining unit employees.**

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

**will make every effort to insure that qualified and**

**available part-time flexible employees are utilized at**

**the straight-time rate prior to assigning such work**

**to PSEs.**

**3. In the Clerk Craft, the total number of PSEs used in**

**mail processing (function one) within a District, will**

**not exceed 20% of the total number of career mail**

**processing (function one) clerk craft employees within**

**that District, except in accounting periods 3 and 4,**

**beginning two (2) years from the effective date of the**

**contract. The total number of PSEs used in retail/**

**customer services (function four) within a District**

**will not exceed 20% of the total number of career**

**retail/customer services (function four) clerk craft**

**employees within that District. The number of PSEs**

**derived from the retail/customer services (function**

**four) percentage may be used in function one and**

**when doing so will not count against the 20% mail**

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**processing (function one) District cap.**

**In the Maintenance Craft, the total number of PSEs**

**used within a District will not exceed 10% of the total**

**number of career maintenance craft employees within**

**that District.**

**In the Motor Vehicle Craft, the total number of PSEs**

**used within a District, will not exceed 10% of the total**

**number of career motor vehicle craft employees within**

**that District, except in accounting periods 3 and 4,**

**beginning two (2) years from the effective date of the**

**contract.**

**4. In Level 22 and above offices, PSEs in retail/ customer**

**services (Function 4) who work the window will**

**not exceed 10% of the career retail clerks in that**

**installation whose duties include working the window.**

**The rounding-up rule of .5 and above applies.**

**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.**

**PSE employees who work the window may work in**

**relief of employees holding duty assignments on the**

**window.**

**5. Any non-APWU bargaining unit employee on light or**

**limited duty in an APWU craft or on a rehabilitation**

**assignment in an APWU craft who does not hold a bid**

**assignment will not be counted as a career employee**

**for the purpose of determining the number of PSEs**

**who may be employed in that APWU craft.**

**6. In addition to the caps in paragraph 3 above, PSEs will**

**not be counted towards the allowable percentages of**

**PSEs within a District when employed for new work**

**that is brought into the bargaining units covered by**

**this Agreement, including work being contracted out**

**that is brought in-house, as follows:**

**a. In the Clerk Craft, in any former Contract Postal**

**Unit (CPU) that is brought back in-house, unless it**

**is a full-service unit or it primarily provides postal**

**services.**

**b In the Maintenance Craft, for custodial work**

**formerly contracted out that is brought in-house,**

**subject to the provisions of the Maintenance Craft**

**Jobs MOU.**

**c. In the Motor Vehicle Craft, for highway contract**

**routes (HCRs) that are brought back into the Postal**

**Service and assigned to postal employees, subject**

**to the provisions of the Motor Vehicle Craft Jobs**

**MOU.**

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**d. The Employer and the Union may agree upon the**

**use of additional PSEs in other circumstances when**

**new or contracted work is brought in-house, or**

**when new retail initiatives that are not full-service**

**post offices are established.**

**7. The Postal Service will provide a report, every four**

**week reporting period with information needed to**

**monitor compliance with the provisions above, i.e., the**

**total number of career bargaining unit employees and**

**PSEs by craft, function, installation and District.**

**8. PSE employees 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. Such**

**employees have no daily or weekly work hour**

**guarantees, except as provided for in Article 8.8.D.**

**PSEs will have a break in service of at least 5 days,**

**if reappointed.**

**ARTICLE 8**

**HOURS OF WORK**

**Section 2. 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.**

**Section 3. Exceptions**

**\* \* \* \* \***

**PSEs will be scheduled in accordance with Section 2, A**

**and B, of this Article.**

**Section 4. Overtime Work**

**\* \* \* \* \***

**G. Overtime Work PSE Employees**

**PSE employees shall be paid overtime for work performed**

**in excess of forty (40) work hours in any one service week.**

**Overtime pay for PSE employees is to be paid at the rate**

**of one and one-half (1-1/2) times the basic hourly straighttime**

**rate.**

**When an opportunity exists for overtime for qualified**

**and available full-time employees, doing similar work in**

**the work location where the employees regularly work,**

**prior to utilizing a PSE employee 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.**

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**Section 7. Night Shift Differential**

**For time worked between the hours of 6:00 p.m. and 6:00**

**a.m., employees shall be paid additional compensation at**

**the applicable flat dollar amount at each pay grade and step**

**in accordance with the attached table (Table 2).**

**Section 8. Guarantees**

**D. Any PSE employee who is scheduled to work and who**

**reports shall be guaranteed two (2) hours of work or pay.**

**Section 9. Wash-up Time**

**Installation heads shall grant reasonable wash-up time to**

**those employees who perform dirty work or work with**

**toxic materials. The amount of wash-up time granted each**

**employee shall be subject to the grievance procedure.**

**(The preceding paragraph, Article 8.9, shall apply to**

**PSEs.)**

**ARTICLE 9**

**SALARIES AND WAGES**

**Section 8. PSE Employees**

**The hourly rates for PSE employees shall be adjusted by the**

**general increases provided for in Article 9.1. In addition,**

**PSEs will receive the following wage adjustments:**

**Effective, November 17, 2012, the hourly rates for all**

**grades shall be increased by 1.0%.**

**Effective November 16, 2013, the hourly rates for all**

**grades shall be increased by 1.0%.**

**Effective November 15, 2014, the hourly rates for all**

**grades shall be increased by 1.5%.**

**All percentage increases are applied to the wage rates**

**in effect at the beginning of the contract.**

**ARTICLE 10**

**LEAVE**

**Section 2. Leave Regulations**

**A. The leave regulations in Subchapter 510 of the Employee**

**and Labor Relations Manual, insofar as such regulations**

**establish wages, hours and working conditions of employees**

**covered by this Agreement, other than PSE employees, shall**

**remain in effect for the life of this Agreement.**

**B. Career employees will be given preference over noncareer**

**employees when scheduling annual leave. This preference**

**will take into consideration that scheduling is done on a tourby-**

**tour basis and that employee skills are a determining**

**factor in this decision.**

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**ARTICLE 11**

**HOLIDAYS**

**\* \* \* \* \***

**Section 6. Holiday Schedule**

**D. PSE Employees**

**PSE employees 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 nonvolunteers being scheduled to**

**work a nonscheduled day or any full-time nonvolunteers**

**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.**

**Article 14**

**Article 15**

**Article 17, Sections 2, 3, 4, 6 and 7**

**Article 18**

**Article 19**

**ARTICLE 19**

**HANDBOOKS AND MANUALS**

**\* \* \* \* \***

**Article 19 shall apply in that those parts of all handbooks,**

**manuals and published regulations of the Postal Service,**

**which directly relate to wages, hours, or working conditions**

**shall apply to PSE employees only to the extent consistent**

**with other rights and characteristics of PSE employees**

**negotiated in this Agreement and otherwise as they apply**

**to the supplemental work force. The Employer shall have**

**the right to make changes to handbooks, manuals and**

**published regulations as they relate to PSE employees**

**pursuant to the same standards and procedures found in**

**Article 19 of this Agreement.**

**Article 20**

**Article 22**

**Article 23**

**Article 24**

**Article 27**

**Article 28**

**Article 31**

**Article 32**

**Article 34**

**Article 36**

**Article 42**

**Article 43**

**Only the following Memorandums of Understanding**

**from the 2010 National Agreement shall apply to PSE**

**employees:**

**Use of Privately Owned Vehicles**

**Leave Sharing**

**Leave Without Pay**

**Time Limitations Concerning Bone Marrow,**

**Stem Cell, Blood Platelet, and Organ Donations**

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**Removal of Social Security Number References**

**3. Other Provisions**

**A. Light Duty**

**Article 13 does not apply to PSE employees. However,**

**Article 13 does not prohibit the assignment of PSE**

**employees to light duty.**

**B. Article 15**

**1. The parties recognize that PSE employees will have access**

**to the grievance procedure for those provisions which the**

**parties have agreed apply to PSE employees.**

**2. Nothing herein will be construed as a waiver of the**

**employer’s obligation under the National Labor Relations**

**Act. PSE employees will not be discharged for exercising**

**their rights under the grievance-arbitration procedure.**

**3. The separation of PSE employees upon completion of**

**their 360-day term and the decision to not reappoint PSE**

**employees to a new term are not grievable. PSE employees**

**may be separated for lack of work at any time. Such**

**separation is not grievable except where it is alleged that**

**the separation is pretextual. PSEs separated for lack of**

**work before the end of their term will be given preference**

**for reappointment ahead of other applicants who have not**

**served as PSEs if the need for hiring arises within one (1)**

**year of their separation.**

**PSE employees 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 grievancearbitration**

**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.**

**C. Article 25, Higher Level Pay**

**In the event a PSE employee 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 PSE employees should be utilized. PSE’s 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.**

**D. Health Insurance**

**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**

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**Federal Employees Health Benefits (FEHB) Program on**

**a pretax basis will be required to make an election to do**

**so in accordance with procedures to be published as soon**

**as administratively practicable. A previous appointment**

**as a transitional employee will count toward qualifying**

**for participation in FEHB, in accordance with the Office**

**of Personnel Management (OPM) regulations. The total**

**cost of health insurance is the responsibility of the PSE**

**employee, except as provided below.**

**The Postal Service will make a contribution in the amount**

**of 75% of the total premium for any eligible PSE who selects**

**the APWU Consumer Driven Health Plan.**

**E. PSE Career Opportunity**

**When the Postal Service determines in accordance with**

**contractual provisions that it has needs to fill vacancies**

**with new career employees, available and qualified PSE**

**employees will be converted to fill such vacancies on a**

**seniority basis.**

**F. Opting**

**A PSE may only occupy full-time (traditional or nontraditional)**

**duty assignments in accordance with these rules.**

**This does not prohibit PSEs from working assignments that**

**do not constitute a duty assignment.**

**In the Clerk and Motor Vehicle Crafts, where practicable,**

**PSEs will be allowed to opt on a seniority basis for fulltime**

**(traditional and non-traditional) vacant, residual**

**assignments in the installation for which they are qualified**

**and which are not assigned to career employees. Such opting**

**does not create any work hour or assignment guarantees.**

**Hours worked by PSEs in opted non-traditional full-time**

**assignments of more than eight hours in a work day or forty**

**hours in a work week will be an exception, for the portion**

**of their assignment which exceeds eight hours in a day and**

**forty hours in a week, to the contractual obligation pursuant**

**to Article 8.4.G to utilize the Overtime Desired List.**

**In the Clerk Craft, existing provisions of Article 37.3.F.5**

**and 37.3.F.7 apply prior to a PSE opting for the assignment.**

**In addition, Article 37.3.F.3 and 37.3.F.4 will be modified**

**so as to permit all bidders to train and attempt to**

**qualify before the duty assignment becomes residual and**

**available for assignment of unencumbered employees,**

**PTF preferencing (unless being withheld), and finally for**

**PSE opting. However, qualified PSEs may be utilized to**

**backfill vacancies while full-time or part-time employees**

**are in training pending qualification. In addition, any**

**such assignment will be posted for bid as a vacant duty**

**assignment or reverted pursuant to Article 37.3 on the**

**occasion of the PSE’s break in service.**

**In the Motor Vehicle Craft, any assignment opted by an**

**PSE will be posted for bid as a vacant duty assignment or**

**reverted on the occasion of the PSE’s break in service.**

**G. Retirement Savings Plan**

**The parties will explore the steps necessary for the**

**establishment of 401(k)-type retirement savings plans and/**

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**or payroll allotments for Individual Retirement Accounts**

**for PSEs. The Postal Service will not be required to make**

**any matching contributions as part of such plans.**

\*\*\*

**ATTACHMENT A –**

**Postal Support EMPLOYEE (PSE)**

**ANNUAL LEAVE PROVISIONS**

**I. GENERAL**

**A. Purpose. Annual leave is provided to PSE employees**

**for rest, recreation, emergency purposes, and illness or**

**injury.**

**1. Accrual of Annual Leave. PSE employees earn annual**

**leave based on the number of hours in which they are in a**

**pay status in each pay period.**

**Rate of Accrual**

**Hours in Pay**

**Status**

**Hours of**

**Annual Leave**

**Earned Per**

**Pay Period**

**1 hour for**

**each unit of**

**20 hours in**

**pay status**

**in each pay**

**period**

**20**

**40**

**60**

**80**

**123**

**4 (max.)**

**2. Biweekly Crediting. Annual leave accrues and is credited**

**in whole hours at the end of each biweekly pay period.**

**3. Payment For Accumulated Annual Leave. A separating**

**PSE employee may receive a lump-sum payment for**

**accumulated annual leave subject to the following**

**condition:**

**a. A PSE employee 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.**

**II. AUTHORIZING ANNUAL LEAVE**

**A. General. Except for emergencies, annual leave for PSE**

**employees must be requested on Form 3971 and approved**

**in advance by the appropriate supervisor.**

**B. Emergencies and Illness or Injury. An exception to the**

**advance approval requirement is made for emergencies**

**and illness or injury; however, in these situations, the PSE**

**employee 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, PSE employees 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.**

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**III. UNSCHEDULED ABSENCE**

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

**work that are not requested and approved in advance.**

**B. PSE Employee Responsibilities. PSE employees are**

**expected to maintain their assigned schedule and must make**

**every effort to avoid unscheduled absences. In addition, PSE**

**employees must provide acceptable evidence for absences**

**when required.**

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

**OF, ABSENCE**

**A. Purpose. Application for annual leave is made in writing,**

**in duplicate, on Form 3971, Request for, or Notification**

**of, Absence.**

**B. Approval/Disapproval. The supervisor is responsible**

**for approving or disapproving application for annual**

**leave by signing Form 3971, a copy of which is given to**

**the PSE employee. 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.**

**c. Any new duty assignments created from insourcing**

**contracted work as described in paragraph**

**1.b will be posted by Notice of Intent and filled in**

**accordance with Article 38. Current career custodial**

**employees within the District of the vacancy**

**resulting from work identified in paragraph 1.b**

**will be filled by the employer and will not count**

**against the 10% PSE cap.**

**d. Maintenance PSEs will be considered as accruing**

**Maintenance Craft Service Seniority within the**

**category of PSE from their original date of employment,**

**regardless of any break in service as a PSE**

**and shall include all time spent as a PSE.**

**e. When it is determined there is a need to fill a**

**career vacancy, the selection for this opportunity**

**will be provided to PSEs in order of their PSE**

**Maintenance Service Seniority. Upon conversion**

**to career, PSEs will be considered as new to craft,**

**and seniority will begin anew in accordance with**