



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

To: Local and State Presidents
Regional Coordinators
National Business Agents
National Advocates
Resident Officers

From: Mike Morris 
Director, Industrial Relations

Date: March 13, 2013

Re: PSE Discipline MOU

Brothers and Sisters:

The APWU recently reached agreement on a Memorandum of Understanding regarding Postal Support Employee (PSE) Discipline.

Item 3.B.3 of the PSE MOU on page 290 of the Collective Bargaining Agreement (CBA) states:

“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 . . . “

Prior to agreement on this MOU the USPS was taking the position in the field, and at the headquarters level, that removal was the only form of discipline required for PSEs and that lesser forms of discipline were not at all necessary. The APWU had successfully argued against that position in regional level arbitration. The USPS then initiated a national level dispute (Q10C-4Q-C 13016809) on the issue. Unfortunately, once that was done all regional and local grievances dealing with PSE discipline were required to be held in abeyance pending resolution of the national dispute. Essentially, the issue could not be heard again in the field by regional level arbitrators until the national dispute was resolved.

Four important issues were resolved in the MOU as follows:

1. **“The parties recognize that removal is not the only mechanism available to correct deficient behavior when warranted.”** This makes very clear the position the USPS was taking in this regard was without merit. More importantly, it prevents USPS advocates in

regional level arbitration from having any success at all making the argument before an arbitrator.

2. **“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.”** This is an important recognition that discipline must be corrective in nature. Discipline that is corrective must also be progressive. This is an important principle that has been reaffirmed for PSEs. There is also a clear recognition that progressive discipline is not *always* required. As you know progressive discipline is not *always* required even for career employees. Common sense will tell you that some misconduct is so egregious that removal can be upheld, even for a first offense. That is no different for a PSE than it is for a career employee.

3. **“The parties agree that PSEs will not be non-scheduled because of misconduct as a substitute for discipline which would be otherwise appropriate.”** This reinforces a very important principle that prevents the USPS from engaging in “constructive discipline”. They may not simply refuse to schedule an employee as a means of punishment for perceived shortcomings. If the USPS believes a PSE is not performing in a satisfactory manner, they have a clear obligation to attempt to correct the problem in an honest and straightforward manner rather than by using the PSE’s work schedule as a disciplinary tool.

4. **“The parties agree that this MOU fully and completely resolves national dispute Q10-C-4Q-C 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.”** This very important provision frees up all the regional and local cases involving PSE discipline that were being held hostage to the USPS initiated national dispute. It will allow the Union to resolve those grievances in a favorable manner and if that is not possible, take the grievances to arbitration for resolution.

Memorandum of Understanding
Between the
American Postal Workers Union
And the
United States Postal Service

RE: Postal Support Employee (PSE) Discipline

This MOU is not intended to alter, amend, or change in any way the terms of the 2010-2015 Collective Bargaining Agreement.

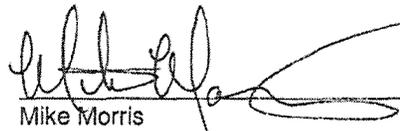
Per Postal Support Employee (PSE) MOU Item 3.B.3, which states:

"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."

- The parties agree that Postal Support Employees (PSEs) who 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-4Q-C 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.



Patrick M Devine
Manager, Contract Administration (APWU)
United States Postal Service



Mike Morris
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DATE February 27, 2013