



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

January 13, 1975

Mr. Francis S. Filbey
General President
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N. W.
Washington, DC 20005

Re: Arbitration Case No.
AB-N-2476

Dear Mr. Filbey:

This letter sets forth our understanding of the agreement reached on January 8, 1975, settling Arbitration Case No. AB-N-2476. The underlying grievance involves the proper interpretation of Article VIII, Section 5, of the 1973 National Agreement when employees represented by the American Postal Workers Union, AFL-CIO, having their names on the "Overtime Desired" list, are improperly passed over by management in the selection for overtime work assignments. Agreement was reached to settle that grievance on the following basis:

1. When, for any reason, an employee on the "Overtime Desired" list, who has the necessary skills and who is available, is improperly passed over and another employee on the list is selected for overtime work out of rotation, the following shall apply:
 - (a) An employee who was passed over shall, within ninety (90) days of the date the error is discovered, be given a similar make-up overtime opportunity for which he has the necessary skills;

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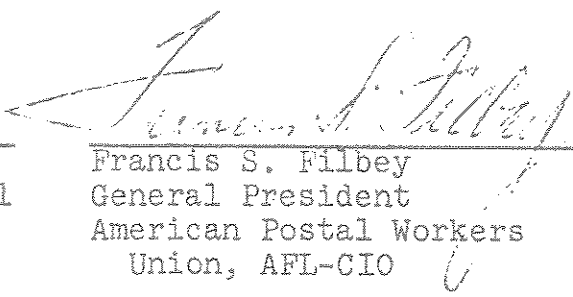
(b) Should no similar make-up overtime opportunity present itself within ninety (90) days subsequent to the discovery of the missed opportunity, the employee who was passed over shall be compensated at the overtime rate for a period equal to the opportunity missed.

2. When, for any reason, an employee on the "Overtime Desired" list, who has the necessary skills and who is available, is improperly passed over and another employee not on the list is selected for overtime work, the employee who was passed over shall be paid for an equal number of hours at the overtime rate for the opportunity missed.
3. When a question arises as to the proper administration of the "Overtime Desired" list at the local level, an APWU steward may have access to appropriate overtime records.
4. The foregoing principles are without prejudice to either party's position as to the proper interpretation of Article VIII, Section 5. They shall be applied to all timely filed and currently active grievances and to future grievances filed pursuant to the 1973 National Agreement unless they are superseded by a future agreement between the Postal Service and the APWU, or by an arbitrator's award that the parties agree is dispositive of the issue.

If this document and its provisions set forth our agreement, please keep one copy for your files, sign the duplicate original and return it to me to acknowledge the settlement.

Sincerely,


James C. Gildea
Assistant Postmaster General
Labor Relations Department


Francis S. Filbey
General President
American Postal Workers
Union, AFL-CIO