



UNITED STATES POSTAL SERVICE  
475 L'ENFANT PLAZA SW  
WASHINGTON DC 20260

Mr. Thomas A. Neill  
Industrial Relations Director  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Re: H7C-NA-C 83  
W. Burrus  
Washington, DC

DEC 1983  
Office of  
Employee  
Vice President

Dear Mr. Neill:

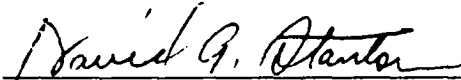
Recently, Bobby Kennedy and Randy Sutton met in a prearbitration discussion of the above-referenced case.

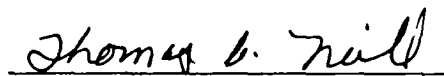
The issue in this grievance concerns the utilization of paid leave requested in conjunction with holidays, when the request originates from an employee in an extended leave without pay (LWOP) status.

The parties mutually agree it is inappropriate for employees in an extended LWOP status to manipulate the utilization of paid leave for the purpose of obtaining paid holidays. The parties further agree management should not deny paid leave requests from employees in an extended LWOP status solely because it provides an entitlement to a paid holiday.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case and remove it from the pending national arbitration listing.

Sincerely,

  
Anthony J. Vegliante  
Manager  
Grievance and Arbitration  
Labor Relations

  
Thomas A. Neill  
Industrial Relations Director  
American Postal Workers  
Union, AFL-CIO

Date: 10-29-83

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES POSTAL SERVICE  
AND  
THE AMERICAN POSTAL WORKERS UNION, AFL-CIO  
AND  
THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

The United States Postal Service, the American Postal Workers Union, AFL-CIO, and the National Association of Letter Carriers, AFL-CIO, hereby agree to resolve the following issues which remain in dispute and arise from the application of the overtime and holiday provisions of Articles 8 and 11 of the 1984 and 1987 National Agreements. The parties agree further to remand those grievances which were timely filed and which involve the issues set forth herein for resolution in accordance with the terms of this Memorandum of Understanding.

12 Hours In A Work Day and 60 Hours In A Service Week  
Restrictions

The parties agree that with the exception of December, full-time employees are prohibited from working more than 12 hours in a single work day or 60 hours within a service week. In those limited instances where this provision is or has been violated and a timely grievance filed, full-time employees will be compensated at an additional premium of 50 percent of the base hourly straight time rate for those hours worked beyond the 12 or 60 hour limitation. The employment of this remedy shall not be construed as an agreement by the parties that the Employer may exceed the 12 and 60 hour limitation with impunity.

As a means of facilitating the foregoing, the parties agree that excluding December, once a full-time employee reaches 20 hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee's tour of duty shall be terminated once he or she reaches the 60th hour of work, in accordance with Arbitrator Mittenthal's National Level Arbitration Award on this issue, dated September 11, 1987, in case numbers H4N-NA-C 21 (3rd issue) and H4C-NA-C 27.


Holiday Work

The parties agree that the Employer may not refuse to comply with the holiday scheduling "pecking order" provisions of Article 11, Section 6 or the provisions of a Local Memorandum of Understanding in order to avoid payment of penalty overtime.

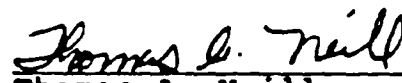
The parties further agree to remedy past and future violations of the above understanding as follows:

1. Full-time employees and part-time regular employees who file a timely grievance because they were improperly assigned to work their holiday or designated holiday will be compensated at an additional premium of 50 percent of the base hourly straight time rate.
2. For each full-time employee or part-time regular employee improperly assigned to work a holiday or designated holiday, the Employer will compensate the employee who should have worked but was not permitted to do so, pursuant to the provisions of Article 11, Section 6, or pursuant to a Local Memorandum of Understanding, at the rate of pay the employee would have earned had he or she worked on that holiday.

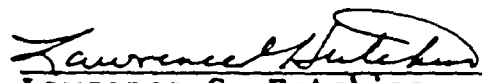
The above settles the holiday remedy question which was remanded to the parties by Arbitrator Mittenthal in his January 19, 1987 decision in H4N-NA-C 21 and H4N-NA-C 24.

  
William J. Downes  
Director, Office of  
Contract Administration  
Labor Relations Department

DATE 10/19/88

  
Thomas A. Neill  
Industrial Relations Director  
American Postal Workers  
Union, AFL-CIO

DATE 10/19/88

  
Lawrence G. Hutchins  
Vice President  
National Association of  
Letter Carriers, AFL-CIO

DATE 10/19/88