



LABOR RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4000

August 2, 1993

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Dear Bill:

It has come to my attention that the precise wording of the parties' agreement concerning overtime for APWU transitional employees may be misleading as to the intent of the parties. Article 8.4.G of the Memorandum of Understanding on APWU Transitional Employees dated December 3, 1991, provides for overtime only "for work performed in excess of forty (40) work hours in any one service week." Although the parties have a history of using the phrase "work hours" to include paid hours, it was not the intent of the parties, as we discussed in negotiations concerning the Memorandum of Understanding, to grant transitional employees postal overtime.

Indeed, the provisions of Article 8.4 of the National Agreement relating to payment of postal overtime do not apply to APWU transitional employees. The obligation to pay overtime under Section 4.G when a transitional employee performs in excess of forty (40) work hours in a service week was intended to correspond to the employer's obligation to pay overtime pursuant to the Fair Labor Standards Act (FLSA). In this case, "work hours" means precisely that, and does not include paid non-work hours, such as leave hours, which are not counted as work hours under the FLSA. Thus, it was our intent in the first paragraph of Section 4.G to reiterate the employer's obligation to pay FLSA overtime.

Sincerely,


William J. Downes
Manager

Contract Administration APWU/NPMHU
Labor Relations

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