

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

Re: Q94C-4Q-C 97113133

Dear Mr. Burrus:

On August 29, 1997, we met to discuss the above-captioned grievance at step 4.

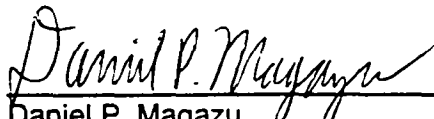
The issue in this grievance involves compensation for employees who were required to perform work necessary for the Postal Service to carry out its mission during the United Parcel Service (UPS) strike.

The parties mutually agree to the following as full and final settlement of this grievance:

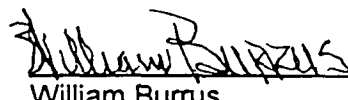
1. This settlement is without prejudice to either party's position regarding what rights the Postal Service has under Article 3.F to take whatever actions may be necessary to carry out its mission during an emergency. That issue will be addressed in case Q94C-4Q-C 97113514.
2. Without addressing the question of whether there was a contractual violation, the parties agree that full-time employees who worked more than 12 hours in a single day or 60 hours within a service week, and who have filed a timely grievance, shall be paid an additional premium (in addition to the applicable rate specified in Article 8, Section 4) of 50 percent of the base hourly straight time rate for those hours worked beyond 12 hours in a day or 60 hours in a service week. Payment of this premium will constitute full and final settlement of all such timely filed grievances.
3. Without addressing the question of whether there was a contractual violation, the parties agree that in any instance in which the APWU can adequately demonstrate that a particular employee(s) was harmed as a result of the Postal Service's use of employees from other crafts during the UPS strike without meeting the conditions of Article 7.2, such employees who have filed a timely grievance will be compensated at the appropriate overtime rate for any hours it is demonstrated they were displaced by employees from other crafts.

4. Without addressing the question of whether there was a contractual violation, the parties agree that in any instance in which the APWU can adequately demonstrate that a particular employee(s) was harmed as a result of the Postal Service's use of employees on overtime without following the contractual requirements on overtime assignments, such employees who have filed a timely grievance will be compensated at the appropriate overtime rate for any hours it is demonstrated they were displaced by other employees.
5. Without addressing the question of whether there was a contractual violation, any timely filed grievances involving the application of Article 8.5.F will be resolved in accordance with the National Agreement and the applicable national arbitration awards, or arbitrated, if necessary.
6. Without addressing whether there were contractual violations, the APWU agrees to withdraw all other grievances related to the UPS strike, other than those pending at the national level, from the grievance-arbitration procedure.

Sincerely,



Daniel P. Magazu
Grievance and Arbitration
Labor Relations



William Burrus
Executive Vice President
American Postal Workers Union, AFL-CIO

Date: 12-17-97

were present at the time the employee was terminated.
Reilly v. Kemp, Civil No. 89-885E, U.S. District Court for
the Western District of New York, September 3, 1991.

Sunday Premium For Leave Time

The U.S. Claims Court recently found the government liable for failing to include Sunday premium in leave payments when certain employees were scheduled for Sunday and took approved annual and sick leave instead. (Armitage v. U.S., 23 Claims Court 483, June 20, 1991) Though advertisements have solicited employees to become plaintiffs in similar suits against the government, it does not appear that postal employees will be successful in relying on this decision. The decision is inapplicable to postal employees since the United States Postal Service is not covered by either the Tucker Act or Back Pay Act -- the statutory basis for the suit. Furthermore, this case was decided on the basis of the specific wording of a statute providing for Sunday premium pay that does not apply to postal employees. Instead, postal employees have to rely on the contract as well as handbooks or manuals and assert a claim through the grievance procedure. Article 8, Section 6

requires eight full hours of additional compensation at the rate of 25% if any part of regularly scheduled work is within the period commencing at midnight Saturday and ending at midnight on Sunday. However, this language as well as language in the Employee and Labor Relations Manual (Section 434.3) and the F-21 Handbook (Section 242) and the F-22 (Section 242) supports the conclusion that in most circumstances, Sunday premium is computed only for employees who actually perform work on Sunday.

Stewards' Privilege As Employee Representatives

The Federal Labor Relations Authority this year held that communications between union stewards and government employees subject to discipline are not subject to disclosure on the ground that the consultations constitute protected activity. U.S. Department of the Treasury, Customs Service and National Treasury Employees Union, Federal Labor Relations Authority, No. 8-CA-80171, January 8, 1991. This decision follows the National Labor Relations Board's decision in Cook Paint & Varnish Company, 258 NLRB 1230; 108 LRRM 1150 (1981) which is applicable to postal employees. In that decision, the Board stated that