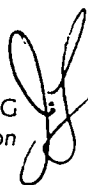


American Postal Workers Union, AFL-CIO

Telephone
(202) 842-4213

From the Office of JAMES W. LINGBERG
Director, Maintenance Division



Memorandum

1300 L Street, NW
Washington, DC 20005



September 30, 1996

TO: Moe Biller, President

SUBJECT: CSBCS Agreement Sign-Off

Attached is a copy of a recent Sign-Off regarding the CSBCS Agreement.

Attachment

cc: William Burrus ↙
Greg Bell

EW/syi
opeiu #2
afl-cio

QUESTIONS & ANSWERS 6/27/96 CSBCS AGREEMENT

Q1) If a Senior Mail Processor (SMP) calls in with a Carrier Sequence Bar Code Sorter (CSBCS) problem and a Maintenance Mechanic, MPE, PS-7 helps the SMP over the telephone, does the MPE get paid Level 9 pay?

A1) Yes. This is with the understanding that there are no CSBCS trained Electronic Technicians, PS-9 (ET-9) available. If such an Electronic Technician is available, he/she should provide assistance.

Q2) If the aforementioned situation occurs, but a Maintenance Mechanic, MPE, PS-7 drives to the site and corrects the problem on the CSBCS, does the MPE Mechanic, PS-7 get higher level pay?

A2) The MPE Mechanic, PS-7 would receive higher level pay for any emergency work at the site. All calls from a SMP are not of an emergency nature.

Emergency Situations

- If the MPE Mechanic, PS-7 has to immediately go to the site and perform repairs to get the equipment up and running during that day's scheduled processing window, he/she should be compensated at the Level-9 pay.

Non-emergency Situations

- Those situations that are not of the emergency nature described above, do not necessitate higher level pay. (Example: The CSBCS is down or operating at less than optimum but repairs will not be made until after the scheduled processing window.)

Management has the discretion to send an appropriate higher level employee on any service call to repair the equipment.



Thomas J Valenti
Labor Relations Specialist
Contract Administration (APWU/NPMHU)

Q3) Does the Maintenance Mechanic, MPE, PS-7 pay only apply to normally scheduled routes such as quarterly?

A3) Maintenance Mechanic, MPE, PS-7 employees are compensated at the level 7 pay while performing preventive, corrective and predictive work within and below their position description. The agreement is twofold: a) The help desk function (telephone assistance) is a function of the Electronics Technician, PS-9. b) All other work is to be assigned to the appropriate level which represents the task in the position description. Management maintains flexibility to assign personnel as needed.

Q4) Is this agreement retroactive? Do I pay Level 9 pay for the appropriate work performed by the MPE Mechanic, PS-7?

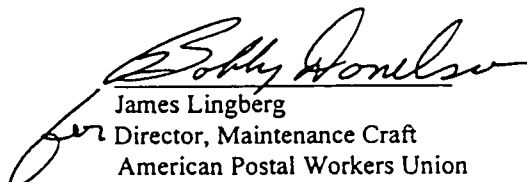
A4) The agreement is only to be applied to timely filed grievances.

Q5) How do I obtain additional training billets for Electronic Technician, PS-9s when the Automated Enrollment System will not let me request billets?

A5) The Training Center is currently utilizing all available resources performing deployment training for CSBCS. When this training is concluded, the system will be opened for billet requests. Offices may wish to document their efforts at obtaining the billets by performing a screen print.

Q6) What happens if it is necessary to provide maintenance instruction to the Senior Mail Processor?

A6) Only the ET-9 position description contains the language " provides technical support to other employees in the facility or in installations within the area served..."



James Lingberg
Director, Maintenance Craft
American Postal Workers Union
AFL-CIO

CRR 89-04

APPENDIX

September 1989

LABOR RELATIONS
MR. FRANK DELELLA
931-5030 FAX

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.

931-5030

September 1989

APPENDIX

GER 89-04

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.

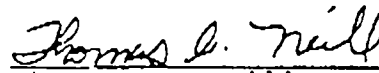
The above settles the holiday remedy question which was remanded to the parties by Arbitrator Mittenthal in his January 19, 1987 decision in B4N-NA-C 21 and B4N-NA-C 24.



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

DATE

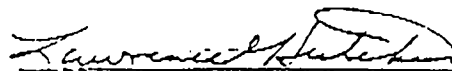
10/19/88



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



February 5, 1998

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

Dear Mr. Burrus:

This letter is in further response to your January 6, 1998 correspondence and our teleconference with Ms. Cheryl Hubbard of Corporate Payroll/Accounting regarding what you termed "management instructions" (a copy of which you enclosed with your letter) for an adjustment process to determine employee eligibility for Penalty Pay.

As discussed, the Family Medical Leave Act (FMLA) required payroll to capture the family and medical leave absences. The hours codes developed for FMLA in the Electronic Time Clock (ETC) system is tied to hours codes already in the system today. As clearly stated during our teleconference, there is no change on how penalty overtime is calculated because of the addition of FMLA hours codes in ETC.

I hope this fully satisfies your inquiry. If you have any further questions, please do not hesitate to contact me at (202) 268-3811.

Sincerely,

A handwritten signature in black ink, appearing to read "Samuel M. Pulcrano".

Samuel M. Pulcrano
Manager
Contract Administration (APWU/NPMHU)