

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.

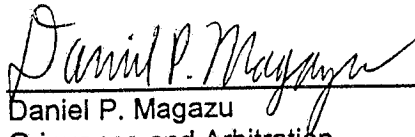
The issue in this grievance involves compensation for employees who were required to perform work necessary for the Postal Service to carry out its mission during the United Parcel Service (UPS) strike.

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