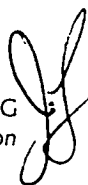


American Postal Workers Union, AFL-CIO

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?

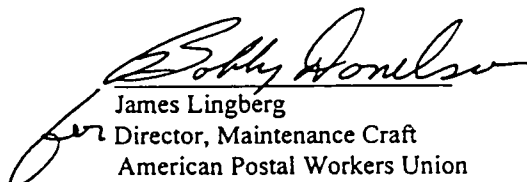
A4) The agreement is only to be applied to timely filed grievances.

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

Date: 9/27/96

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.

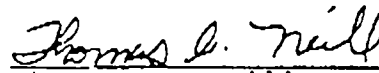
The above settles the holiday remedy question which was remanded to the parties by Arbitrator Mittenthal in his January 19, 1987 decision in B4N-NA-C 21 and B4N-NA-C 24.



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

DATE

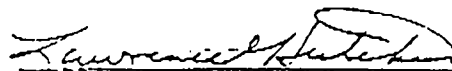
10/19/88



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)



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

September 22, 1983

Mr. Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: Class Action
Milwaukee, WI 53203
HIT-4J-C 18646

Dear Mr. Wevodau:

On August 2, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question raised in this grievance is whether or not management violated the 1981 National Agreement by filling a maintenance craft assignment with a non-bargaining unit employee who had requested a lower level position.

During our discussion, we agreed as follows:

1. Maintenance craft vacancies are filled in accord with the provisions set forth in Article 38.2.
2. Article 38.2.C.6 does not apply to non-bargaining employees.
3. A non-bargaining employee can be selected to fill a maintenance craft vacancy if the preferred assignment register and promotion eligibility register are exhausted.

Accordingly, we agreed to remand this case to Step 3 for application of the above and appropriate action.

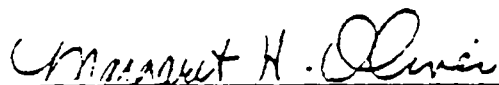
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Mr. Richard I. Wevodau

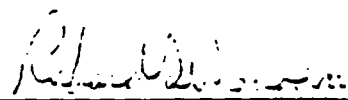
2

Time limits were extended by mutual consent.

Sincerely,



Margaret H. Oliver
Labor Relations Department



Richard I. Wevodau
Director
Maintenance Division
American Postal Workers
Union, AFL-CIO



NOV 14 1983

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

November 9, 1983

Mr. Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: C. Kale
Dallas, TX 75260
HLT-3A-C 23855

Dear Mr. Wevodau:

On October 26, 1983, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the National Agreement.

The question raised in this grievance involved whether probationary employees should be included on preferred assignment registers.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. There is no dispute between the parties at Step 4 relative to the meaning and intent of Article 12.1.C. Employees are listed on preferred assignment registers in order of seniority. Seniority is not computed for probationary employees until the end of the probationary period. We agreed, therefore, that it would be inconsistent to place the names of probationary employees on preferred assignment registers.

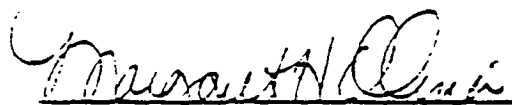
Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing, if necessary.

Mr. Richard I. Wevodau

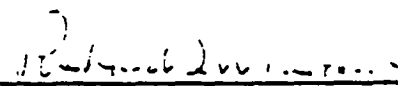
2

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Sincerely,



Margaret H. Oliver
Labor Relations Department



Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO

MAY 10 1983



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

Mr. Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005-3399

May 6, 1983

Re: P. Wilhelm
Providence, RI 02940
H1T-1E-C 12559

Class Action
Providence, RI 02940
H1T-1E-C 11677

Dear Mr. Wevodau:

On April 20, 1983, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

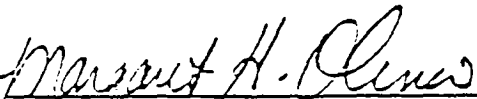
The question raised in these grievances is whether management violated Article 38 by filling a maintenance craft vacancy with an employee who requested a transfer.

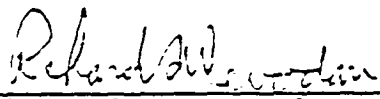
During our discussion, we agreed that maintenance craft vacancies are filled in accord with the provisions set forth in Article 38.2. We also agreed that if preferred assignment registers and promotion eligibility registers are exhausted, a vacancy may be filled by transfer.

Accordingly, we agreed to remand the cases to Step 3 for application of the above to the fact circumstances involved.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand these cases.

Sincerely,


Margaret H. Oliver
Labor Relations Department


Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO



ARTICLE	37
SECTION	3A9
SUBJECT	PROCUREMENT SUPPLY OFFICE

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260-0001

JUN 10 1985

Mr. James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: J. Barber
Phoenix, AZ 85026
H1C-5K-C 24341

Dear Mr. Connors:

This supersedes my May 20, 1985 letter concerning the above-cited grievance.

On May 2, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the grievant is covered by the collective bargaining agreement between the Postal Service and APWU/NALC.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. As previously agreed in case no. H1C-1N-C 8790, PSO bargaining-unit vacancies and employees are treated as if they are part of the appropriate bargaining unit of the MSC in which the PSO is domiciled. Whether this employee works in a bargaining-unit position that is covered by the provisions of our collective-bargaining agreement is a local issue suitable for regional determination.

Accordingly, as we further agreed, this case is hereby remanded to Step 3 for further development of the facts.

Mr. James Connors

2

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens

Muriel Aikens
Labor Relations Department

James Connors

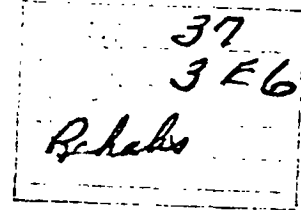
James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

JUL 17 1985

Mr. Robert Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399



Re: Local
Covina, CA 91722
H4C-5G-C 2

Dear Mr. Tunstall:

This supersedes my letter dated June 7, 1985.

On May 21, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether management properly assigned an employee in accordance with ELM 546.

After further review of this matter, we agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. This case is remanded to determine whether management properly assigned the employee in accordance with Subchapter 546 of the Employee and Labor Relations Manual.

In resolving this matter, the parties are to be guided by the following:

1. No former full-time regular shall be reemployed as an unassigned regular where a residual vacancy exists and the employee's physical condition would not prohibit the employee from fulfilling the duties of the residual vacancy in question.
2. A former full-time regular employee reemployed under 546.212 of the Employee and Labor Relations Manual as an unassigned regular shall be placed into the first residual vacancy that the employee is physically capable of performing, unless that employee is deemed the successful bidder for another position.

MAY 4 1983



UNITED STATES POSTAL SERVICE
475 L'Entant Plaza, SW
Washington, DC 20260

MAY 3 1983

Mr. Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005-3399

Re: APWU - Local
St. Paul BMC, MN 55200
H1T-4C-C 12834

Dear Mr. Wevodau:

On April 20, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

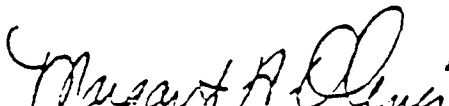
The question raised in this grievance is whether local management violates the National Agreement by including a requirement that successful applicants must demonstrate within 89 days the ability to handle the job functions on notices of awards for certain maintenance craft vacancies.

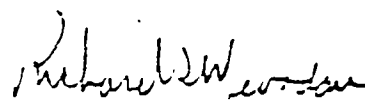
During our discussion we agreed that there is no contractual provisions for establishing such a requirement and including it in vacancy or award notices.

Accordingly, we agreed to remand the case to Step 3 for application of the above.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Sincerely,


Margaret H. Oliver
Labor Relations Department


Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO



'AUG 22 1983

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza: SW
Washington, DC 20260

August 19, 1983

Mr. Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: D. Michaud
Iron Mountain, MI 49801
HLT-4J-C 6145
HLT-4J-C 7354

Dear Mr. Wevodau:

On August 2, 1983, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

These grievances involved non-selection of the grievant for an MPE Mechanic, Level 7, position.

During our discussion, we agreed that, as provided in Handbook P123, Section 180, the handbook is the source of qualification standards. "No additions, deletions, or alterations will be allowed by any local, district or regional office."

We also agreed to remand these cases to the parties at Step 3 for application of the above to the fact circumstances involved.

Please sign and return the enclosed copy of this letter as your acknowledgment of your agreement to remand these cases.

Sincerely,

Margaret H. Oliver
Labor Relations Department

Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO



MAY 4 1983

66

UNITED STATES POSTAL SERVICE
475 L'Entant Plaza, SW
Washington, DC 20260

MAY 3 1983

Mr. Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005-3399

Re: C. Albano
GMF, Boston, MA 02205
H1T-1E-C 8238
H1T-1E-C 8241

Dear Mr. Wevodau:

On January 18 and March 23, 1983, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The question in these grievances is whether management violated Article 38 of the National Agreement when updating and establishing promotion eligibility registers (PER).

During our discussion, we agreed to the following:

1. Established promotion eligibility registers will not be updated or modified except as provided in Article 38.2C.1 and 38.2C.5.
2. When an existing promotion eligibility register is being updated either by a request from an employee who is already on the register in accordance with Article 38.2.C.1 or by adding a newly qualified employee in accordance with 38.2.C.5, the individual employee involved will be placed according to his/her qualifications without changing the standings, relative to each other, of other employees on that register.
3. Issues involving relative qualifications for placement on registers will be processed as non-interpretive.


Mr. Richard I. Wevodau

2

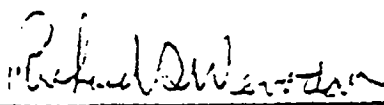
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case for application of the agreement to the fact circumstances involved.

The time limit for processing these cases was extended by mutual consent.

Sincerely,



Margaret H. Oliver
Labor Relations Department



Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO