

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS' UNION, AFL-CIO

Re: Lump Sum Eligibility

For payment of the lump sums specified in the Opinion and Award of the Clarke Interest Arbitration Board issued October 1, 1995, the parties agree to apply the criteria for eligibility used in payment of the 1990 one-time cash payments. These criteria are set forth in the Memorandum of Understanding of June 18, 1991 and letters dated July 19, 1991 and September 9, 1991 (as attached).

We further agreed that this is without prejudice to the position of either party on any other issue currently pending.

Dated:



Anthony J. Vegliante
Manager
Contract Administration
(APWU/NPMHU)



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



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

July 19, 1991

Mr. Moe Biller
President
American Postal Workers Union,
AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2196

Subject: Eligibility for One-Time Cash Payment

Gentlemen:

This letter is in further regard to matters concerning the determination of eligibility for the one-time cash payment and the one-time COLA cash payment provided for in the 1990 National Agreement. As you are aware, there were certain questions raised after the parties' executed the Memorandum of Understanding on this topic. Specifically, discussions involved establishing certain criteria which, if applied, would determine who was not eligible to receive the referenced payment.

It is our understanding that the following accurately reflects the parties complete understanding as to which employees would not be eligible for such payment:

- o Employees who were AWOL for Pay Period 13 (June 1-14, 1991).
- o Employees who were in a LWOP or other nonpay approved leave status for the entire period from November 17, 1990, through June 14, 1991. Notwithstanding the above, employees who are members of the National Guard or reserve components of the Armed Forces who served on active duty during the Desert Shield/Storm operations are eligible for the one-time cash payments.

- o Employees who, because of disciplinary action, are in a nonpay status from November 17, 1990, through June 14, 1991. If, pursuant to some modification, such disciplined employee is returned to pay status for any of the referenced period of time, such employee would then be eligible for the one-time cash payments as provided for in the 1990 National Agreement.
- o All employees not declared ineligible by the above will be considered eligible for the cash payment.

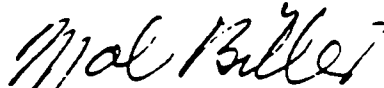
If you agree that this accurately reflects our understanding, please sign below. I am providing three signed copies to the APWU and ask that they sign and forward all three copies to the NALC who, after signing, should forward one of the fully executed documents to the APWU and one to the Postal Service.

Please contact Vince Drumb at 268-3812, should you have any questions concerning the foregoing.

Sincerely,



Sherry A. Cagnoli
Assistant Postmaster General
Labor Relations Department



Moe Biller
President
American Postal Workers Union,
AFL-CIO



Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO

Enclosures



UNITED STATES POSTAL SERVICE
 ROOM 9014
 475 L'ENFANT PLAZA SW
 WASHINGTON DC 20260-4100
 TEL (202) 268-3816
 FAX (202) 268-3074

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Legal
 FSM
 FJC

131
 421

SHERRY A CAGNOLI
 ASSISTANT POSTMASTER GENERAL
 LABOR RELATIONS DEPARTMENT

September 9, 1991

Re: #389 (closed)
 #400
 #419

Mr. Moe Biller
 President
 American Postal Workers Union,
 AFL-CIO
 1300 L Street, N.W.
 Washington, DC 20005-4128

Mr. Vincent R. Sombrotto
 President
 National Association of Letter
 Carriers, AFL-CIO
 100 Indiana Avenue, N.W.
 Washington, DC 20001-2196

Gentlemen:

This letter is in further regard to matters concerning the determination of eligibility for the one-time cash payment and the one-time COLA cash payment provided for in the 1990 National Agreement. As you are aware, the parties discussed the need to further clarify employees' eligibility to receive the one-time cash payments, and it is our understanding that the following points of clarification on eligibility for payment were agreed to by the parties:

- o To be eligible for payment, an employee must be on the rolls of the Postal Service as of the date of the Opinion and Award of the Board of Arbitrators, i.e., June 12, 1991.
- o An employee who was in a probationary employment status on the effective date of the Award, i.e., June 12, 1991, will not be eligible to receive the one-time cash payments.



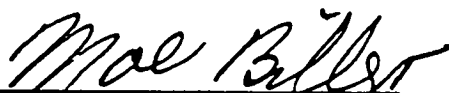
OFFICIAL OLYMPIC GAMES


- o Nonprobationary full-time or hourly rate employees who are members of the National Guard or reserve components of the National Guard or reserve components of the Armed Forces who served on active duty during the Desert Shield/Storm operations are eligible for the full amount of the one-time cash payments.

If you agree that this accurately reflects our understanding, please sign below. I am providing three signed copies to the APWU and ask that they sign and forward all three copies to the NALC who, after signing, should forward one of the fully executed documents to the APWU and to the Postal Service.

Sincerely,


Sherry A. Cagnoli


Moe Biller
Moe Biller
President
American Postal Workers
Union, AFL-CIO


Vincent R. Sombrotto
Vincent R. Sombrotto
President
National Association of
Letter Carriers, AFL-CIO

Enclosures

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
JOINT BARGAINING COMMITTEE
(AMERICAN POSTAL WORKERS UNION, AFL-CIO, AND
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO)


RE: ELIGIBILITY FOR ONE-TIME CASH PAYMENT AND ONE-TIME COLA CASH
PAYMENT

The parties agree that they will establish at the national level
a committee to review individual cases, brought directly to the
committee by the union, where the union believes that application
of the eligibility criteria set forth at Article 9.4.C.1 and 2
would produce inequitable results. The intent of the parties is
not to deprive an employee of the one-time cash payment or one-
time COLA cash payment solely because such employee is not in a
pay status during the pay period immediately prior to the
effective date of the one-time cash payment or one-time COLA cash
payment. Some examples of where an employee would not be
considered ineligible for the one-time cash payment or one-time
COLA cash payment include:

A 14-day suspension which happens to fall exactly
within the pay period immediately prior to the
effective date of the one-time cash payment or one-time

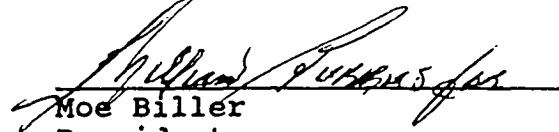
COLA cash payment; Union-Officer leave pursuant to
Article 24, Section 2, or other short-term union
detail; or short-term approved leave.

For the United States
Postal Service




Joseph J. Mahon, Jr.
Senior Assistant Postmaster
General
U.S. Postal Service

For the Unions



Moe Biller
President
American Postal Workers
Union, AFL-CIO



Vincent R. Sombrotto
President
National Association of
Letter Carriers, AFL-CIO