

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

MAR 28 1985

Mr. Joseph H. Johnson, Jr. Director, City Delivery National Association of Letter Carriers, AFL-CIO 100 Indiana Avenue, N.W. Washington, D.C. 20001-2197

Re: W. Kelly New Haven, CT 06511 H1N-1J-C 23759

Dear Mr. Johnson:

On April 3, 1984, 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 violated Article 8 of the National Agreement by not calling the grievant in to work overtime on his nonscheduled day.

After further review of this matter, we agreed that there was no national interpretive issue fairly presented as to the meaning and intent of Article 8 of the National Agreement.

The parties at this level agree that a letter carrier on the Overtime Desired List (OTDL) is precluded from performing overtime work in the carrier craft only when that carrier is actually in a 204b status. Any overtime the carrier accrues while working as a supervisor is not recorded on the craft overtime desired list. Carriers who serve as temporary supervisors are not entitled to make up overtime opportunities for the overtime opportunities missed while serving as a supervisor.

Whether or not the National Agreement has been violated can be determined by applying Article 8, Section 5, of the National Agreement and the Step 4 settlement in case H1N-5F-C 9525 to the fact circumstances.

Mr. Joseph H. Johnson, Jr.

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Accordingly, we agreed to remand this case to Step 3 for further consideration by the parties.

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

Time limits were extended by mutual consent.

Sincerely,

Leslie Bavliss

Labor Relations Department

Joseph H. Johnson, Jr.

Director, City Delivery

National Association of Letter Carriers, AFL-CIO