



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

April 18, 1983

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: F. Nimphius
Tampa, FL 33602
H1N-3W-C 14251

Dear Mr. Overby:

On March 23, 1983, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance involved whether the assignment of an employee to perform work in another craft while on overtime must be on a voluntary basis.


After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case.


The parties agree that overtime assignments are not determined by the employee. Management may assign employees to perform work in another craft while they are on overtime. It is further understood that these assignments are predicated on the individual fact circumstances but must be in accordance with Article 7, Section 2, of the National Agreement.

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

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

Sincerely,


Thomas J. Laps
Labor Relations Department


Halline Overby
Assistant Secretary Treasurer
National Association of Letter
Carriers, AFL-CIO



UNITED STATES POSTAL SERVICE
Southern Regional Office
Memphis, TN 38188

NALC
RECEIVED
JAN 5 1983
WAYNE E. WHITE, NBA
ATLANTA REGION

December 29, 1982

Mr. Wayne E. White
National Business Agent
National Association of Letter
Carriers, AFL-CIO

Southern Region Grievance
Appeal No. S1N-3W-C 14251
Dated 11-22-82
Local No. 82-88-ND

Subject: Step 3 Grievance Decision - F. Nimphius
Tampa, FL
Provision Allegedly Violated 08-05-01


Dear Mr. White:

This is to confirm the disposition of the subject Step 3 grievance appeal which was recently discussed.

Based on information presented and contained in the grievance file, the grievance is denied. An employee used on "overtime" may be used anywhere needed. Since the need for overtime was to perform "certain" work, the assignment of the grievant to this "certain" work was proper.

The time limit for processing at Step 3 was extended by mutual consent.

In our judgement, the grievance does not involve any interpretive issue(s) pertaining to the National Agreement or any supplement thereto which may be of general application. Unless the union believes otherwise, the case may be appealed directly to regional arbitration in accordance with the provisions of Article XV of the National Agreement.


James Greason, Jr.
Labor Relations Division

cc: Postmaster, Tampa, FL 33602
Sectional Center Manager, Tampa, FL



National Association of Letter Carriers (AFL-CIO)

Pursuant to Article XV, Section 2, this form must be used to appeal a grievance to Step 2.

M-01006

WITHDRAWN	RESOLVED
DATE	
NALC INITIALS	USPS INITIALS

STANDARD GRIEVANCE FORM

DATE 10/12/82		BRANCH GRIEV. NO. 82-88-ND		U.S.P.S. NO.	
TO: U.S.P.S. STEP 2 DESIGNEE (NAME & TITLE) R. B. Hebble, Postmaster			INSTALLATION Tampa, Florida 33602		PHONE—OFFICE
FROM: BRANCH NO. 599		BUSINESS ADDRESS 3003 Cypress Street, Tampa, Florida 33609			
STEP 2 AUTHORIZED UNION REP. Peter Vreeland, Shop Steward, Carrollwood Station				PHONE—OFFICE 961-2963	PHONE—OTHER
STEP 1 MEETING: HELD ON (DATE/TIME) 10/1/82		BETWEEN: U.S.P.S. REPRESENTATIVE Joe Suarez		AND: GRIEVANT Freddie Nimphius	
GRIEVANT'S NAME (OR CLASS) Freddie Nimphius					PHONE
HOME ADDRESS 16205 Lakehead Ct.		CITY Tampa		STATE FL	ZIP 33618
JOB CLASSIFICATION Letter Carrier		CRAFT SENIORITY DATE 7/29/78		USPS SENIORITY DATE 7/29/78	
STATION OR BRANCH Carrollwood Station		SOCIAL SECURITY NO.		DUTY HOURS 0700-1530	
OFF DAYS: <input checked="" type="checkbox"/> ROTATING		FIXED—CHECK AS APPLICABLE: SA <input type="checkbox"/> SU <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F <input type="checkbox"/>		VETERAN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
STEP 1: RENDERED ON (DATE/TIME) DECISION: 10/5/82		BY (NAME & TITLE) Joe Suarez		SUPERVISOR'S INITIALS (UPON REQUEST)	

PURSUANT TO ARTICLE XV OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 2, THE FOLLOWING GRIEVANCE.

VIO: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) 3, 5, 7 Sec 2, 15 LOCAL (ART. & SECT.)
JTR: ROUNDS:

FACTS: WHAT HAPPENED: After reporting early as instructed to begin casing mail on route 18083, Mr. Pelletier ordered the grievant to distribute mail to the carrier routes in the station. Grievant complained of working out of craft but to no avail to management.

ADDITIONAL SHEET ATTACHED

UNION CONTENTIONS: REASONS FOR GRIEVANCE Mr. Pelletier was in direct violation of Article 7 Section 2, by ordering Mr. Nimphius to work in the Clerk Craft after he was scheduled to come in early to case his route. Work in another craft is voluntary except in emergency situations, regardless of classification. There were two volunteers there at 6:00 a.m. not on the overtime desired 1 who regularly distribute the mail who should have been assigned the job. The Union contends this was a continuation of the harassment that began at 4 p.m. the previous day, 9/21/82 which has been grieved.

ADDITIONAL SHEET ATTACHED

CORRECTIVE ACTION REQUESTED: Management recognize that one's working overtime in another craft be on voluntary basis not mandated except in an emergency situation.

[Handwritten signature]