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OFFICE OF THE
 ASSISTANT POSTMASTER GENERAL
 LABOR RELATIONS DEPARTMENT

RECEIVED

OCT 8 1991

**CONTRACT ADMINISTRATION UNIT
 N.A.L.C. WASHINGTON, D.C.**

Mr. Vincent R. Sombrotto
 President
 National Association of Letter
 Carriers, AFL-CIO
 100 Indiana Avenue, N.W.
 Washington, DC 20001-2197

Re: H7N-5R-C 16882
 Burkett/Cowles
 Enumclaw, WA 98022

Dear Mr. Sombrotto:

Recently, a meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a violation of the Agreement exists where two carriers who were not on the Overtime Desired List worked overtime.

During our discussion, we agreed that the term "auxiliary assistance" as used in the Letter Carrier paragraph of the Article 8 MOU does include the use of part-time flexibles at the overtime rate.


We also agreed that whether a violation exists in this instance can only be determined by examining the fact circumstances of the scheduling on the day in question.


Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

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

Time limits were extended by mutual consent.

Sincerely,


 Patricia A. Heath
 Grievance & Arbitration
 Division


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

DATE 10/10/91

