



UNITED STATES POSTAL SERVICE  
475 L'ENFANT PLAZA SW  
WASHINGTON DC 20260-4100

LABOR RELATIONS DEPARTMENT

**RECEIVED**

**JUN 15 1992**

**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-2D-C 43689  
MARINE  
SALISBURY MD 21801

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 VOMA assignment which is temporarily vacant for five days or more must be filled in accordance with Article 41.2.B.3 and 4.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

We agree that temporary vacant VOMA positions are filled in accordance with Article 25 Section 4 of the National Agreement. ("Detailing of employees to higher level bargaining unit work in each craft shall be from those eligible, qualified and available employees in each craft in the immediate work area in which the temporarily vacant higher level position exists..."). Since the VOMA position is a multi-craft position, as per Article 41.1.D., the employee may be, but not necessarily limited to, a letter carrier.

Accordingly, we agreed to remand this case to the parties at Step 3 for a fact determination and 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.




Sombrotto

Time limits were extended by mutual consent.

Sincerely,

  
 \_\_\_\_\_  
 Dominic S. Scola, Jr.  
 Grievance and Arbitration  
 Division

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

Date: \_\_\_\_\_ 6/19/92