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475 L'Enfant Plaza SW  
Washington, DC 20260

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

RE: HON-5R-C 13315  
BRANCH  
EVERETT WA 98201

Dear Mr. Sombrotto:

On several occasions, I met with your representative to discuss the above-captioned grievance at the fourth step of the contractual grievance procedure.

The issue in this case is whether management violated the national agreement when an employee who had been working in a 204-B assignment earlier in the day worked bargaining unit overtime at the conclusion of his shift.

During our discussion, we agreed to the following:

1. An acting supervisor (204-B) will not be utilized in lieu of a bargaining-unit employee for the purpose of bargaining-unit overtime.
2. The PS Form 1723 shall determine the time and date an employee begins and ends the detail.
3. An employee detailed to an acting supervisory position will not perform bargaining-unit overtime immediately prior to or immediately after such detail unless all available bargaining-unit employees are utilized.
4. Due to the variety of situations that could arise, each case should be decided based on the particular facts and circumstances involved.


Therefore, this case is remanded to the parties at Step 3 for application of the above principles to the facts involved, and for further processing, including arbitration if necessary.

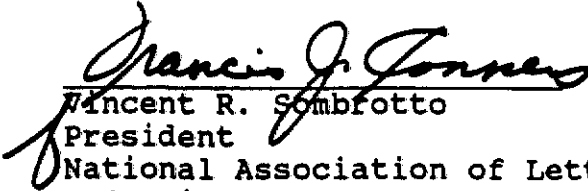
Sombrotto

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Time limits were extended by mutual consent.

Sincerely,

  
Melissa J. Doniger  
Grievance and Arbitration  
Labor Relations

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

Date: 8/30/93