



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

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SEP 02 1998
CONTRACT ADMINISTRATION UNIT
N.A.A.C. WASHINGTON, D.C.

Re: F94N-4F-C 98101549
Class Action
Walnut, CA 91789-9998

Dear Mr. Sombrotto:

On August 21, 1998, I met with your representative to discuss the above-captioned grievance currently at the fourth step of our contractual grievance procedure.

After reviewing this matter, the parties mutually agreed to the following:

- PS Form 1723 should accurately reflect the duration of the detail.
- An employee, while detailed to an EAS position, may not perform bargaining unit overtime, except as authorized by Article 3.F of the National Agreement.
- The issue of whether the PS Form 1723 actually reflects the duration of the detail is dependant upon the specific fact circumstances which would be determined at the local level.


Accordingly, we mutually agreed to remand this case to the parties at Step 3 for further processing or to be scheduled for arbitration, as appropriate.

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

Time limits were extended by mutual consent.

Sincerely,


Richard A. Murmer
Labor Relations Specialist
Grievance and Arbitration


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

Date: 10/22/98

M-01351

bcc: Labor Relations Processing Center: So. San Francisco
Postmaster: Walnut CA 91789-9998
District: Santa Ana District
Area LR Specialist: Pacific Area
Article Code:
CAD Code[s]:
Subject, Chron, Reading, Art.File, Computer

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT RICHARD A. MURMER,
LABOR RELATIONS SPECIALIST @ 202/ 268-5213

LR420:Rmurmer:ajc:20260-4140
DOC.ID:...shared:...murmer:RAM1549.doc

Note to the Area:

It appears from the file and from speaking to the DRT that this "detail" is and has been for an extended time period. The 1723's should reflect the actual duration of the detail - no the week to week 1723's which are in the casefile. Therefore, if the 1723's had reflected the actual duration of the detail, it would then be clear that the employee should no be performing bargaining unit overtime.

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