

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

ARTICLE 8	-
SECTION MB	-
SUBJECT BOLT	-
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Mr. James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

JUN 07 198**5** 

Re: Class Action Kankakee, IL 60901

H1C-4A-C 32956

Dear Mr. Connors:

On May 9, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance is whether management improperly scheduled B. LeClaire for craft overtime on June 17, 1984.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. Whether or not management improperly scheduled B. LeClaire for craft overtime on June 17, 1984, can be determined by applying the prearbitration settlement in case H1C-5G-C 5929, Visalia, California to the circumstances involved in this grievance. Specifically, the parties at this level agree that:

- 1. An acting supervisor (204-B) will not be utilized in lieu of a bargaining-unit employee for the purpose of bargaining unit overtime.
- 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 various situations that could occur, each set of fact circumstances will be determined on a case-by-case basis.

5. Therefore, this case is remanded to the region for determination and compensation of the by-passed employee, if appropriate.

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 a copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,

Léslie Bayliss

Labor Relations Department

Assistant Director Clerk Craft Division

American Postal Workers Union,

AFL-CIO



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

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

MAY 15 1985

Re: APWU Local
Des Moines, IA 50318
H1C-4K-C 36493

Dear Mr. Wevodau:

On May 2, 1985, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether an employee who had been on a 204b assignment was improperly assigned to work overtime.

After further review of this matter, we mutually agreed that there was no national interpretive issue fairly presented in this case. This is a local dispute suitable for regional determination by application of the provisions of the Step 4 settlement reached on grievance no. H1C-5G-C 5929 dated March 2, 1983. In pertinent part, that settlement provides that 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.

Accordingly, as we further agreed, this case is hereby remanded to Step 3 for further consideration by the parties based on a review of the provisions of the above-referenced settlement.

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

Sincerely,

Margaret H. Oliver

Labor Relations Department

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Richard I. Wevodat

Director

Maintenance Craft Division
American Postal Workers Union,
AFL-CIO



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

SEP 5 1986

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: E. Flores

El Paso, TX 79910 H4C-3A-C 18463

Dear Mr. Wevodau:

On July 24, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether rights of the grievant were violated when an employee on a 204B detail worked overtime.

During our discussion, we mutually agreed as follows:

- 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 various situations that could occur, each set of fact circumstances will be determined on a case-by-case basis.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case for application of the above to the facts involved.

Time limits were extended by mutual consent.

Sincerely,

Margaret H. Oliver

Labor Relations Department

Richard I. Wevodau

Director

Maintenance Craft Division American Postal Workers

Union, AFL-CIO



## UNITED STATES POSTAL SERVICE 475 L'Entant Piaza, SW Washington, DC 20260

MAR 02 1983

Mr. James I. Adams
Assistant Director
Maintenance Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

ARTICLE S

SECTION S

SUBJECT

BARE UNIT 0: T

JAMES L-ADAMS

Dear Mr. Adams:

On February 8 you met with Frank Dyer in pre-arbitration discussion of HlC-5G-C 5929, Visalia, California. The question in this grievance is whether management properly utilized an acting supervisor in a clerk craft overtime assignment.

It was mutually agreed to full settlement of this case as follows:

- An acting supervisor (204-B) will not be utilized in lieu of a bargaining-unit employee for the purpose of bargaining-unit overtime.
- 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 various situations that could occur, each set of fact circumstances will be determined on a case-by-case basis.
- Therefore, this case is remanded to the region for determination and compensation of the by-passed employee.

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing H1C-5G-C 5929 from the pending national arbitration listing.

Sincerely,

Bruce D. Evans

Acting Director
Office of Grievance and

Arbitration

Labor Relations Department

James I. Adams

Assistant Director Maintenance Division American Postal Workers

Union, AFL-CIO

Enclosure