

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

NOV 16 1978

Mr. Thomas D. Riley
Assistant Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

Re: Branch 2148
Sarasota, FL
NC-S-12632/N5-FL-17439

Dear Mr. Riley:

On October, 27, 1978, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

First, we agree that management will remove the subject posting of October 13, 1977, if this posting has not already been removed. This is due to the fact that if an emergency had existed at that time, it certainly by this time is over. Second, management recognizes its obligation under Article VIII, Section 5, Paragraph F of the National Agreement and will only schedule employees for more than ten (10) hours daily or for more than six (6) days a week in an emergency situation. Third, we agreed that normally mail volume in and of itself is not an emergency situation. An emergency is described as an unforeseen circumstance or combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature. This

decision does not preclude management from considering mail volume if it is extremely heavy as an emergency; however, this situation should not be of a recurring nature. With this understanding, we will consider this grievance resolved and closed.

Sincerely,



Daniel A. Kahn
Labor Relations Department

Management posted notice that a continuing emergency existed due to heavy mail volume.