



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

October 29, 1974

Mr. Tony R. Huerta
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

Re: L. J. Rogers, Jr.
Marion, OH
NB-C-1609 (N-45) 3-TOL-157

Dear Mr. Huerta:

On September 26, 1974, 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.

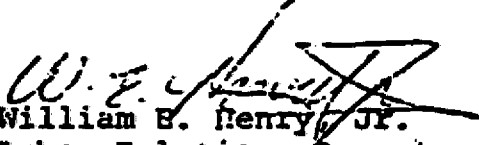
The record is devoid of any evidence to factually establish that the grievant was disciplined or that failure to contact him on February 11, 12 and 13, 1974, was intended as discipline. In this regard, we find that Article XVI of the 1973 National Agreement was not violated, and to this extent the grievance is denied.

However, there is no contractual provision, nor is it intended, that part-time flexible employees be required to remain at home or to call the post office to ascertain whether their services are needed. In the instant case, there is no indication that the grievant would not be available on any day other than February 9, 1974. Additionally, it is apparent from the record that no prior scheduling took place, in this instance, including Saturday, February 9, 1974. Consequently, the employee would not be aware of "the needs of the Service" until he was notified by local management. As the grievant is not guaranteed 40 hours of work

per week, the fact that he was not called in on the days in question does not entitle him to be compensated for this time. It is noted, however, that he was granted his request for 24 hours of annual leave to cover this period.

As acknowledged in the Step 3 decision, local management will contact employees in the future, on a daily basis where possible, when the services of part-time flexible employees are required.

Sincerely,


William E. Henry, Jr.
Labor Relations Department