



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

NOV 3 0 1977

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

Re: J. Jilton
Ft. Pierce, FL
NC-S-8975/N5-FL-15155

Dear Mr. Riley:

On November 3, 1977, 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.

Based on the evidence presented in this grievance, upon utilizing the part-time flexible employee, management was unaware that the employee would be utilized for a full eight hours. Further, there is nothing in Article VIII, Section 4 concerning the assignment of overtime. [Further, there is nothing which precludes management from utilizing part-time flexible employees in an overtime status prior to utilizing Full-Time Regular employees who are on the Overtime Desired List. Therefore, it is our conclusion that no violation of the National Agreement occurred and the grievance is denied.]

Sincerely,

Daniel A. Kahn

Daniel A. Kahn
Labor Relations Department