



EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20260

August 20, 1976

Mr. Alfred K. May  
Assistant Secretary-Treasurer  
National Association of  
Letter Carriers, AFL-CIO  
100 Indiana Avenue, NW  
Washington, DC 20001

Re: T. Livengood  
Loveland, OH  
NC-C-559 (NC-13)/5CIN-73

Dear Mr. May:

On March 16, 1976, 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.

Information received from our Regional Office indicates that local officials did not anticipate working the grievant forty (40) hours during the week in question. Accordingly, assigning the referenced casual employee on the day in question was inappropriate. The grievant, a part-time flexible letter carrier was qualified and available and could have been assigned at the straight-time rate prior to assigning such work to the casual employee. To this extent, the grievance is sustained. In addition, the provisions of Article VII 1B(1) apply even though a holiday schedule is included in the course of a service week.

By copy of this decision, local officials are notified to ensure that misassignments of this nature do not reoccur.

NC-C-559 (NC-13)

-2-

The time limits were extended in this instance by mutual consent.

Sincerely,



Michael J. Harrison  
Labor Relations Department



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Assistant Secretary-Treasurer  
National Association of  
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