

FEB 8 1977

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

Re: Branch 1358 (C. Snelson)  
Broken Arrow, OK  
NC-S-3773/N5-OK-6494

Dear Mr. May:

On November 7, 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.

The Step 3 letter of decision dated August 9, 1976 is totally in error. In accordance with Article VII, Section 1, paragraph b.1, the Employer will make every effort to insure that during the course of a service week qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to casuals.

In this instance, the grievant received 77 hours for the pay period and the casual in question received 71 hours. However, local management will give qualified and available part-time flexible employees priority over casual employees for work assignments unless: (1) both are needed at the same time or (2) use of the part-time flexible would require overtime or (3) if the part-time flexible is already scheduled for forty hours during the service week. Although the requested remedy is without merit in this instance, the grievance is sustained to the extent indicated above.

Sincerely,

(signed)

Robert B. Hubbell  
Labor Relations Department