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M 00575

May 27, 1981

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

Re: NALC Branch
Palatka, FL 32077
H8N3WC26065

Dear Mr. Overby:

On May 12, 1981, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

Article VIII, Section 8 states in pertinent part, "An Employee called in outside the employee's regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof, when less than four (4) hours of work is available."

The question raised in the above-captioned case is whether the referenced contractual provision applies to part-time flexible schedule employees. In reviewing this question, we feel that Arbitrator Garrett has already decided this issue in Case Number No. N-E-123 dated December 1, 1972. Further review reveals that the referenced language has not been changed since this award was made. Accordingly, it is our position that Arbitrator Garrett's interpretation that the referenced provision applied only to full-time regulars and part-time regulars continues in effect.

Sincerely,


Harry Rasche
Labor Relations Department