



M-00678

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

March 17, 1976

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

Re: NALC Branch
Orange, CA
NC-W-21 (NC-3)/W29-75N

Dear Mr. May:

On February 10, 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.

Having reviewed the evidence in this grievance file, we find that under the unique circumstances set forth, the T-6 carrier's route assignment was not temporarily changed due to unanticipated circumstances. Management was aware that the regular carrier was on restricted duty and that part-time flexible carriers had been scheduled to give office assistance and to perform the street delivery duties. Therefore, under these specific factual circumstances, we cannot conclude that unusual circumstances were present.

This is not to be interpreted as implying that a T-6 carrier cannot be temporarily scheduled from one route to another within his string when a carrier is called in on his off day to carry his normal route and the T-6 is moved to another route to cover an absence. Local management must have a rational basis for determining that unusual circumstances exist before moving a T-6 carrier from his normal route.

Therefore, the grievance is sustained.

Sincerely,

Michael J. Harrison
Michael J. Harrison
Labor Relations Department