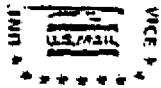


Subsidiary



Article XL1

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20250

JUL 8 1977

M-00775

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

Re: D. Vincent
Kansas City, KS
NC-C-6334 SKC-470

Dear Mr. Riley:

On June 9, 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, we find that under the unique circumstances set forth, the T-6 Carrier's Route Assignment was not temporarily changed due to anticipated circumstances. Local management was in this case, aware that Route 0424 was vacant with no carrier assigned to it. 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 string of routes.

Therefore, the grievance is sustained.

Sincerely,
Michael J. Harrison
Michael J. Harrison
Labor Relations Department

Advance knowledge of a vacant route negated management's claim that moving the T-6 off his string was because of unanticipated circumstances.