

## UNITED STATES POSTAL SERVICE Labor Relations Department 475 L'Enfant Plaza, SW Washington, DC 20260-4100

Mr. Lawrence G. Hutchins Vice President National Association of Letter Carriers, AFL-CIO 100 Indiana Avenue, N.W. Washington, DC 20001-2197

November 14, 1988

Re: Class Action

Salisbury, MD 21801

H4N-2D-C 40885

Class Action

Radford, VA 24141

H4N-2M-C 33087

## Dear Mr. Hutchins:

On October 19, 1988, a meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. The issue in these grievances is whether management may solicit employees to work less than the contractual guaranteed provided for in Article 8, Section 8. Management may not solicit employees to work less than their call in guarantee, nor may employees be scheduled to work if they are not available to work the entire guarantee. However, an employee may waive a guarantee in case of illness or personal emergency. This procedure is addressed in the F22, Section 222.14 and the ELM, Section 432.63.

Accordingly, we agreed to remand these cases to the parties at Step 3 for further processing, including arbitration if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand these cases.

Time limits were extended by mutual consent.

Sincerely,

Dominic J. Scola, 3r. Grievance & Arbitration

Division

Lawrence G. Hutchins

Vice President

National Association of Letter

Carriers, AFL-CIO