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

CONTRACT ADMINISTRATION UNIT N.A.L.C. WASHINGTON, D.C.

Mr. Vincent R. Sombrotto President National Association of Letter Carriers, AFL-CIO 100 Indiana Avenue, N.W. Washington, DC 20001-2197

> Re: H7N-5R-C 19332 M. Brasker Yakima, WA 98901

Dear Mr. Sombrotto:

Recently, a meeting was held with NALC Vice President Lawrence Hutchins, to discuss the above-captioned case at the fourth step of our contractual procedure.

The issue in this grievance is whether the grievant, a PTF, is entitled to additional guarantees.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

Accordingly, we agreed to remand this case to the parties at Step 3 for application of the settlement in Case No. B8N-1N-C 23559 (copy attached) to the specific fact circumstances involved.

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

Time limits were extended by mutual consent.

Sincerely,

Patricia A. Heath Grievance & Arbitration Division

Us At Vincent

Vincent R. Sombrotto President National Association of Letter Carriers, AFL-CIO

Date:

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Mr. Halline Overby Assistant Secretary Treasurer National Association of Letter Carriers, APL-CIO 100 Indiana Avenue, N. W. Washington, D. C. 20001

> Re: R. Drechsel Rutherford, NJ 07070 E8N-1N-C-23559

Dear Mr. Overby:

This letter supersedes our decision dated January 25, 1982.

. On December 9, 1981, 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.

It was mutually agreed that the following would represent full settlement of this case:

- 1. When a part-time flexible employee is notified prior to clocking out that he should return within 2 hours, this will be considered as a split shift and no new guarantee applies.
- When a part-time flexible employee, prior to clocking out, is told to return after 2 hours, that employee must be given another minimum guarantee of 2 hours work or pay.
- 3. All part-time flexible employees who complete their assignment, clock out and leave the premises regardless of interval between shifts, are guaranteed 4 hours of work or pay if called back to work. This guarantee is applicable to any size office.

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4. Using this criteria, the grievant is not entitled to any back pay.

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Please sign the attached copy of this decision as your acknowledgment of agreement to resolve this case.

Sincerely,

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Howard R. Carter Labor Relations Department

Halline Overby Assistant Secretary Treasurer

National Association of Letter Carriers, AFL-CIO