

LABOR RELATIONS

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**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, NW
Washington, DC 20001-2197

Re: E94N-4E-C 96031540
CLASS ACTION
BROOMFIELD CO 80020-9998

Dear Mr. Sombrotto:

On several occasions, I met with your representative to discuss the above-referenced grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated Section 432.32 of the Employee and Labor Relations Manual (ELM), by requiring full-time employees (not on the OTDL or work assignment list) and part-time flexible employees to work more than twelve hours a day in the month of December.

After reviewing this matter, we mutually agreed to settle this case as follows:

1. In accordance with Section 432.32 of the Employee and Labor Relations Manual (ELM), part-time employees may not be required to work more than 12 hours in one service day, even during December, subject to the exceptions set forth in Section 432.32 of the ELM. The 12 hour period includes mealtime and may not be extended over a period longer than 12 consecutive hours.
2. In accordance with Section 432.32 of the Employee and Labor Relations Manual (ELM), full-time employees not on the OTDL or the work assignment list may not be required to work more than 12 hours in one service day, even during December, subject to the exceptions set forth in Section 432.32 of the ELM. The 12 hour period includes mealtime and may not be extended over a period longer than 12 consecutive hours.

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

Time limits were extended by mutual consent.

Sincerely,



Richard A. Murmer
Grievance and Arbitration
Labor Relations



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

Date: 2/25/98