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N.A.L.C. NATIONAL ASSOCIATION

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

ARTICLE _____	WON <input type="checkbox"/>
SECTION _____	LOST <input type="checkbox"/>
SUBJECT _____	MOD. <input type="checkbox"/>
<u>PTF</u>	
<u>CALL BACK</u>	

Re: H7N-3Q-C 28062
Class Action
Monroe, LA 71203

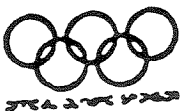
Dear Mr. Sombrotto:

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

The issue in this grievance is whether a PTF carrier must work the entire guarantee period before being required to clock out, even if the employee will be returning for additional work on the same work day. The union contends that PTF carriers in this 200 man-year office are guaranteed four (4) consecutive hours of work or pay prior to clocking out. The union references a Step 4 settlement dated January 27, 1982, (Case No. H8N-1N-C 23559) that provided in pertinent part:

2. When a part-time flexible employee, prior to clocking out, is told to return after 2 hours, that employee must be given another (emphasis added) minimum guarantee of 2 hours work or pay.

The union asserts that the term "another" can only be construed to mean "additional" or "one more" thereby establishing a minimum guarantee during the first workshift.



VINCENT SOMBROTTO

It is our further position that the applicable work hour guarantee for part-time flexibles apply to any day, not shift, they are requested or scheduled to work. Handbook EL-401, Supervisor's Guide to Scheduling and Premium Pay (Nov. 1983) and Management Instruction EL-440-81-9 (10/24/81) contain clear and unambiguous language in this regard. Neither document makes any such provision that workhour guarantees be consecutive. To the contrary, M.I EL-440-81-9 specifically poses that question (see page 3, "E") : "Q" Must the 2 or 4 hour guarantee be consecutive (emphasis added) for part-time flexibles on a day they are scheduled or called in to work?"

A: "No. Part-time flexible employees may have split shifts, thus dividing or breaking up the guarantee of 2 or 4 hours. However, when the scheduled break in service is more than 2 hours, the guarantee for the highest number of hours will apply."

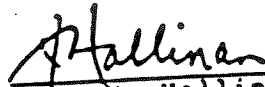
It is my position that the above-referenced provisions are in strict compliance with the National Agreement and the Fair Labor Standards Act and have been in existence since at least 1983 and 1981 respectively. The above-cited language is clearly dispositive of the issue of "consecutive" workhours. Regarding the union's definition of the term "another" as indicating an exact duplication of the first work period, it may also mean "a different one" or "some other" (Webster's New World Dictionary, Senior Edition,).

In any case, it is too late in the day for the union to now give new meaning to the clearly-defined language that has existed in both theory and practical application for some seventeen years 1973 - 1975 National Agreement.

Accordingly, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,



John M. Hallinan
Grievance & Arbitration
Division

Date _____