



UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260

April 13, 1983

Mr. Halline Overby  
Assistant Secretary-Treasurer  
National Association of Letter Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, D.C. 20001-2197

Re: Branch  
Indio, CA 92201  
HIN-5k-C 9174

Dear Mr. Overby:

On March 23, 1983, 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.

- The question raised in this grievance involved whether management properly instructed the full-time employees to clock out and return to duty one hour later for overtime work. It was mutually agreed that the following would represent a full settlement of this case.

The employees will each receive one additional hour of pay at the applicable overtime rate in order to compensate them for the disputed period of time.

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

Sincerely,

*Thomas J. Lang*  
Thomas J. Lang  
Labor Relations Department

*Halline Overby*  
Halline Overby  
Assistant Secretary-Treasurer  
National Association of Letter Carriers, AFL-CIO



D/F

## UNITED STATES POSTAL SERVICE

Western Regional Office  
San Bruno, CA 94099

Mr. Brian Farris, NALC  
National Business Agent  
363 S. Main Street #106  
Orange California 92668

JAN 7 1983  
Indio, CA  
Branch  
WIN-5K-C 9174

Dear Mr. Farris:

This will confirm the Step 3 hearing between us concerning the above grievance on December 29, 1982.

A thorough review of all matters presented in this appeal as well as the applicable provisions of the National Agreement has been conducted.

As discussed, at issue in this case is the Union's contention that it is improper for local management to swing a regular employee for a one-hour period without the payment of a call-back guarantee as set forth under the provisions of Article 8 of the National Agreement.

Based upon the documentation on record in this case, there has been insufficient evidence submitted which demonstrates an obligation on the part of the Postal Service to compensate a regular employee on a call-back basis where his schedule provides for a one-hour swing period.

In view of the foregoing and in the absence of any contractual violation of the National Agreement presented in this case, the grievance is denied.

In our judgment, the grievance involves an interpretive issue pertaining to the National Agreement or a supplement thereto which may be of general application, and thus may only be appealed to Step 4 in accordance with the provisions of Article 15 of the National Agreement.

Sincerely,

*J. Carson Moore*  
J. Carson Moore, Regional  
Labor Relations Representative

JAN 10 1983