



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

ARTICLE 8  
SECTION 8  
WAIVER OF GUARANTEE

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.