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LABOR RELATIONS DEPARTMENT

**RECEIVED**

**AUG 5 1992**

**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-2L-C 43440  
CLASS ACTION  
BELLEFONTAINE OH 43311

Dear Mr. Sombrotto:

On July 23, 1992, I met with your representative, William Young, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated Article 7.1.B.1 of the National Agreement.

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

During the discussion the parties agreed to the following principles:

1. That in accordance with Article 7.1.B.1 casual employees may not be employed in lieu of full or part-time employees.
2. That in accordance with Arbitrator Zumas' award in Cases H1C-4K-C 27344/45 the term "employed" means hired and not the manner in which the casuals are assigned (utilized).

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.


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




Sombrotto

Time limits were extended by mutual consent.

Sincerely,

  
\_\_\_\_\_  
William J. Molloy  
Grievance and Arbitration  
Division

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

Date: 8/6/72