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

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MAR 1 1993

CONTRACT ADMINISTRATION NALC. WASHINGTON, E.

Re: HON-4J-C 9940 CLASS ACTION RACINE WI 53403

Dear Mr. Sombrotto:

On February 10, 1993, I met 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 issues in this grievance are whether Management violated the National Agreement by assigning delivery of first class and priority mail to a Special Delivery Messenger and whether the grievance was filed within contractual time limits.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the delivery of first class and priority mail on a route served by a letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2.

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

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

Time limits at Step 4 were extended by mutual consent.

Sincerely,

Daniel P. Magaza

Grievance and Arbitration

Labor Relations

incent R. Sembrotto

/President

National Association of Letter Carriers, AFL-CIO

Date: 4/8/93