



LABOR RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

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

RECEIVED

MAR 8 1994

CONTRACT ADMINISTRATION UNIT
N.A.L.C. WASHINGTON, D.C.

Re: H90N-1H-C 92040954
(H0N-3N-C 12419)
CLASS ACTION
GULFPORT, MS 39507

Dear Mr. Sombrotto:

Recently, a meeting was held with the NALC Assistant Secretary-Treasurer, William Young, to discuss the above captioned grievance at the fourth step of the contractual grievance procedure.

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

The issue in this grievance concerns the application of Article 41.3.0 of the National Agreement.

During our discussion we agreed that:


1. Article 41.3.0 states that "For the purpose of applying that provision, a delivery unit shall be a postal station, branch or zip code area."
2. Article 30, Section B, item 18 of the National Agreement provides for "the identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section."
(emphasis added)
3. A "section" defined in a Local Memorandum of Understanding for the purposes of Article 30, Section B Item 18 is not necessarily a "delivery unit" for purposes of Article 41.3.0.
4. In the instant case, it appears that management restricted the assignments being posted under Article 41.3.0. to the assignments in the "section" which had been defined under item 18 of the applicable LMOU as a "T-6 position and the group of five (5) carriers he/she relieves." Unless those were the only assignments in the delivery unit, this appears inappropriate.

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

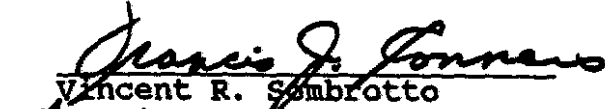
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,



Rodney G. Lambson
Grievance and Arbitration
Labor Relations



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

Date: 3/10/94