

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

RECEIVED

JUL 2 0 1994

CONTRACT ADMINISTRATION, D.C.

Re: H90N-4H-C 93019498 (H0N-3W-C 89168) CLASS ACTION FORT MYERS, FL 33901

Dear Mr. Sombrotto:

Recently, I met with your representative to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether Management violated the National Agreement by assigning Rural Carrier Associates (RCAs) to transport mail.

During our discussion, we agreed that no national interpretive issue was fairly presented in this case. We mutually agreed that, as previously stated in Case H4N-5H-C 12359, "the Postal Service may not normally or ordinarily use an ... RCA employee to perform city letter carrier work. It is also agreed, however, that in the limited, unusual and unforeseeable circumstances provided for in Article 3, Section F of the National Agreement, the Postal Service may use ... RCA employees to perform letter carrier work."

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing or to be rescheduled for arbitration, as appropriate, for a determination as to whether the work in question is "letter carrier work."

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

Time limits were extended by mutual consent.

Sincerely,

Patricia A. Heath Grievance and Arbitration Labor Relations

475 L'ENFANT PLAZA SW WASHINGTON DC 20260 incent R. Sombrotto

President

National Association of Letter Carriers, AFL-CIO

Date: 7-20-94