

LABOR RELATIONS

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JAN 27 1997

**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 NW
Washington DC 20001-2197

RE: G90N-4G-C 95026885
Kurszewski, T.
G90N-4G-C 95026886
Starrett, D.
G90N-4G-C 95026887
Niewdach, D.
Little Rock, AR 72231-9511

Dear Mr. Sombrotto:

On January 10, 1997, I met with your representative to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these cases is whether management violated ELM Section 546.14 in moving the grievants' limited duty assignments.

During this discussion, we mutually agreed that no national interpretive issue was fairly presented. Accordingly, we agreed that the provisions of ELM 546.14 are enforceable through the provisions of the grievance/arbitration process. Whether an actual violation occurred is fact based and suitable for regular arbitration if unresolved.

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

Sincerely,

Paul A. Lyons
Labor Relations Specialist
Grievance and Arbitration

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

Date

1/28/97