



M-01392

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SEP 30 1999

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

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

Re: E94N-4E-C 99013960
Lee, J.
Carson City, NV 89701-9998

Dear Mr. Sombrotto:

On September 20, 1999, I met with your representative to discuss the above-referenced grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement when the grievant, who is on the work assignment list, worked a total of 12.5 hours, including a lunch break on a given day.

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

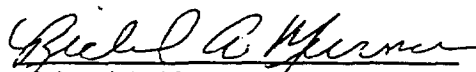
We further agreed, that the Joint Contract Administrative Manual page 8-15 is applicable to this case, and states in part, that " Since "work", within the meaning of Article 8.5.G does not include mealtime, the "total hours of daily service" for carriers on the overtime desired list may extend over a period of 12.5 consecutive hours".

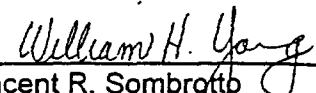
Accordingly, we agreed to remand this case to the parties at Step 3 for application of the above agreement.

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,


Richard A. Murmer
Labor Relations Specialist
Labor Relations Policies
and Programs (NALC)


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

Date: 10-25-99