

RECENCED

MAY 13 1999

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

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

Re:

D94N-4D-C 99001217

CLASS ACTION

HAVELOCK, NC 28532-9998

Dear Mr. Sombrotto:

On several occasions, the most recent on May 7, 1999, I met with your representative to discuss the above-captioned grievance at the fourth step of our 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 is whether management is in violation of the National Agreement when it assigned a Rural Carrier or Rural Carrier Associate (RCA) to deliver Express Mail.

It is agreed that the Postal Service may not use an RCR or RCA to perform city letter carrier work, except in the limited, unusual and unforeseeable circumstances provided for in Article 3, Section F of the National Agreement. However, whether or not the work performed by the RCR or RCA is city letter carrier work is not an interpretive issue.

Whether or not the assignment of a Rural Carrier or Rural Carrier Associate to deliver Express Mail is a violation of the National Agreement is not an interpretive issue and is suitable for regional determination based on application of the provisions of DM-201, Express Mail Service (former M-68).

Accordingly, the parties agreed to remand this case to the parties at Step 3 for further processing and application of the above, including arbitration, if appropriate.

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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,

Nora A. Becker

Grievance and Arbitration

Nora A. Driler

Labor Relations

Vincent R. Sombrotte

President

National Association of Letter

Carriers, AFL-CIO

Date: 5/17/99