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MAR 31 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:

194N-4I-C 99008899 CLASS ACTION

Sioux Falls, SD 57106-9998

Dear Mr. Sombrotto:

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

The issue contained in this grievance is whether management violated Article 15.2 of the National Agreement when it designated Step 2 representatives outside installations of 20 or more employees.

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

We further agreed although there is no language in the National Agreement which prohibits designating a Step 2 representative outside an installation of more than 20 employees, in these situations, if the Step 2 meetings have been held in the installation, that practice will continue absent an agreement to the contrary. Both parties recognize their respective obligation to meet contractual grievance processing time limits unless there is mutual agreement to extend those time limits.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing or to be scheduled for arbitration, as appropriate, consistent with the above understanding.

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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

Grievance and Arbitration

**Labor Relations** 

Vincent R. Sombro

President

National Association of Letter Carriers,

AFL-CIO

Date: 4-8-99