



Mr. Vincent R. Sombrotto  
 President  
 National Association of Letter  
 Carriers, AFL-CIO  
 100 Indiana Avenue, NW  
 Washington, DC 20001-2144

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SEP. 7 2001

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

Re: Q98N-4Q-C 00187353  
 Class Action  
 Washington, DC 20260-4100

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 in this case is whether Section 437 of the Employee and Labor Relations Manual allows employees to request a waiver where the employer erroneously fails to withhold employee insurance premiums.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Accordingly we mutually agreed to settle this case on the following basis:

The parties agree that nothing contained in Section 437 of the ELM precludes an employee from requesting a waiver where the employer erroneously failed to withhold employee insurance premiums.

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

Time limits were extended by mutual consent.

Sincerely,

Richard A. Murmer  
 Labor Relations Specialist  
 Labor Relations Policies  
 and Programs

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

Date: 9-20-01