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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: H94N-4H-D 98113787
Strzyzynski H
Saint Petersburg, FL 33730-9998

Dear Mr. Sombrotto:

This replaces the decision dated June 15, 1999, due to an incorrect case number. The prior letter indicated the case number as H94N-4H-D 98106035, the correct number is reflected above.

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 a settlement made on a non-citeable, non-precedent basis on a letter of warning can be introduced in an arbitration, to counter management relying on the letter of warning in an arbitration hearing on subsequent discipline citing the letter of warning as an element of past record.

During our discussion, we mutually agreed that no national interpretive issue is fairly presented in this case.

We also agreed that a non-citeable, non-precedent settlement may be cited in arbitration to enforce its own terms.

We further agreed that the subject Letter of Warning cannot be cited as a past element because it was removed from the grievant's record and reduced to a discussion via the September 3, 1998 settlement.

Accordingly, we agreed to remand this back to the arbitrator of record in accordance with the MOU on Step 4 procedures.

475 L'Enfant Plaza SW
Washington DC 20260

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

Time limits were extended by mutual consent.

Sincerely,

Richard A. Murmer
Labor Relations Specialist
Grievance and Arbitration

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

Date: 7-13-91