

UNITED STATES POSTAL SERVIGER 475 L'Enfant Plaza, SW Weshington, DC 20260

July 9, 1982

Mr. Joseph H. Johnson, Jr. Director, City Delivery National Association of Letter Carriers, AFL-CIO 100 Indiana Avenue, N.W. Washington, D.C. 20001

RE: Class Action Cleveland, OH 44101 H8N-4E-C 5081

Dear Mr. Johnson:

This letter supersedes our decision dated July 2, 1982.

The issue in this grievance involves Section 613.211, Postal Operations Manual, which states:

"In all cases, travel time will be charged to the lunch period. In granting this privilege, postmasters will consider accommodations available, distances and travel time involved in each instance before authorizing travel to lunch places off the route. If it is necessary to drive more than one-half mile off the route, carriers with transportation (driveout) agreements (Form 1311, Carrier Transportation Agreement) will be reimbursed for driving to lunch or comfort stops. Use Form 1312, Local Transportation Payments."

It was mutually agreed to fully settle this case as follows:

Management should determine at what point on the route the carrier should break for lunch. The distance to a suitable lunch location should be measured from that point, and if the lunch place is more than one-half mile from the point of lunch break, the carrier is entitled to transportation to and from lunch. The postmaster will determine the financial liability incurred and process claims for the employees as identified in the grievance file, on a retroactive basis to January 13, 1979.

Please sign the attached copy of this decision as your acknowledgment of agreement to resolve this case.

Time limits were extended by mutual consent.

Sincerely,

loward R. Carter

Labor Relations Department

Joseph B. Johnson, Jr.

Director, City Delivery

National Association of Letter Carriers, AFL-CIO