EMPLOYEE AND LABOR RELATIONS GROUP Washington, DC 20250

ARTICLE III

(CHANGE OF SCHEDULE)

Mr. Thomas D. Riley Assistant Secretary-Treasurer National Association of Letter Carriers, AFL-CIO 100 Indiana Avenue, N. W. Washington, D. C. 20001 DEC 9 1977

<u>KEY CASE</u>

#353

Re: Notter, et al Holtsville, NY NC-N-8378/V77-19649

Dear Mr. Riley:

On October 27, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The carrier's lunch period was extended from thirty minutes to forty-five minutes because of the necessary time and distance to eating facilities. Since ample justification has been given, the grievance is denied. However, it is not clear if all other means have been explored i.e. taking the lunch break earlier or later on the route, the feasibility of carrying lunch, etc. If a reasonable alternative is presented, management should reconsider the necessity of a longer lunch break.

Sincerely

Robert B. Hubbell

Labor Relations Department

Union grieved because lunch period was extended to 45 minutes. Article III gives management the right to establish and change such schedules.

NOTE: SEE ALSO 171.36 OF THE M39