



Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2197

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DEC 9 1998
CONTRACT ADMINISTRATION UNIT
N.A.L.C. WASHINGTON, D.C.

Re: G94N-4G-C 98110423
Class Action
New Orleans, LA 70113-9995

Dear Mr. Sombrotto:

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

The issue contained in this case is whether management violated the National Agreement when limited duty letter carriers who were instructed to travel from one work location to another were not compensated for the travel time.

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

We further agreed that the regulations governing pay during travel are contained in the ELM, Chapter 438, sections 123, and 132, which state;

438.123 When an employee is employed to work on a permanent basis at more than one location in the same service day, the time spent commuting between the locations is not compensable travel time, provided there is a break in duty status between the work performed in the different locations. A break in duty status occurs when an employee is completely relieved from duty for a period of at least 1 hour that may be used for the employee's own purposes. This 1 hour or greater period must be in addition to the actual time spent in travel and the normal meal period, if the normal meal period occurs during the time interval between the work at the different locations. (See 438.132 for travel time between job locations when there is no break in duty status.)

438.132 Travel From Job Site to Job Site

The following applies:

- a. **Rule.** Time spent at any time during a service day by an eligible employee in travel from one job site to another without a break in duty status within a local commuting area is compensable. (See 438.123 which makes the travel time noncompensable as commuting time when there is a break in duty status between the work performed in different locations.)
- b. **Eligibility.** This type of travel time is compensable for all employees during their established hours of service on a scheduled workday. At all other times, this type of travel time is compensable only for employees who are entitled to receive overtime pay.


Therefore, whether the limited duty employees are entitled to be compensated for travel can only be determined by applying the ELM provisions, cited above, to the local fact circumstances of this particular case.

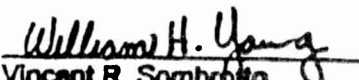
Accordingly, the parties agree to remand this case to the parties at Step 3 for further processing and application of the above understanding.

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

Time limits were extended by mutual consent.

Sincerely,


Richard A. Murner
Labor Relations Specialist
Grievance and Arbitration


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

Date: 12/15/98