

UNITED STATES FOSTAL SERVICE 475 L'Enfant Plaza, SW Washington, DC 20260

December 15, 1982

Ra:

Mr. Kenneth Wilson Assistant Director Clerk Division American Postal Workers Union, AFL-CIO 817 - 14th Street, N.W. Washington, D.C. 20005

D. Meeks Dallas, TX 75260 H1C-3A-C 11790

Dear Mr. Wilson:

On November 16, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

We mutually agreed that there was no interpretive dispute between the parties at the national level as to the meaning and intent of Article 8 of the 1981 National Agreement as it relates to an application of the 5-minute leeway rule. On the day in question, local management required the grievant to begin tour in a work location approximately 50 yards from where he usually works. He contends the time involved should be compensable as out-of-schedule premium.

It is our understanding that the 5-minute leeway provisions of Part 432.461, of the Employee and Labor Relations Manual, are applicable in such situations.

Accordingly, as further agreed, this case is hereby remanded to step 3 for further processing by the parties at that level. Mr. Kenneth Wilson

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

Sincerely

Robert L. Eugene / Labor Relations Department

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Renneth D. Wilson Assistant Director Clerk Division American Postal Workers Union, AFL-CIO