



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

Mr. Richard I. Wevodau  
Director  
Maintenance Craft Division  
American Postal Workers  
Union, AFL-CIO  
817 14th Street, N.W.  
Washington, D.C. 20005-3399

Re: C. Nichols  
Denver, CO 80202  
H1C-5F-C 9268

Dear Mr. Wevodau:

On November 14, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question raised in this grievance is whether the grievant was properly compensated for undergoing a fitness-for-duty examination on his nonscheduled day.

It was mutually agreed to full settlement of this case as follows:


The grievant will be compensated for time spent taking the examination, including travel time. (It should be noted that since the grievant has already been paid for the time spent taking the examination, the only monies due is for travel.)

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

Time limits were extended by mutual consent.

Sincerely,

  
\_\_\_\_\_  
Leslie Bayliss  
Labor Relations Department

  
\_\_\_\_\_  
Richard I. Wevodau  
Director  
Maintenance Craft Division  
American Postal Workers  
Union, AFL-CIO

AS OF 8-15-86 NALC HAS THIS ISSUE  
PENDING NATIONAL ARS.

CBR 85-2 Addendum No. 6  
4/5/85

File Under: Article 8.8.B

SYNOPSIS

EIGHT-HOUR GUARANTEE

This grievance was argued under Article 8, Section 8.B of the 1981 National Agreement and concerned whether the Grievant was properly compensated for undergoing a fitness-for-duty examination on her non-scheduled day.

The Service compensated the Grievant for the time spent taking the exam and mileage expense to and from the medical facility. Union representatives argued that Grievant was entitled to eight (8) hours of pay as outlined in Article 8, Section 8.B.

The Service maintained it was only obligated to pay a guaranteed amount of time when an employee was utilized in a "work" status. Since this particular situation did not involve a work status it was Management's position that the Grievant was properly compensated.

See attached Step 4 Decision dated 12/5/84: