



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

MAY 23 1985

Mr. Joseph H. Johnson, Jr.
Director, City Delivery
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: F. Resendez
Denver, CO 80202-9998
H1N-5F-C 29072

Dear Mr. Johnson:

On several occasions, the most recent being May 1, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the grievant is entitled to 8 hours of pay at the overtime rate for taking a fitness-for-duty examination on his nonscheduled day.

The facts in this case indicate that the grievant was on COP due to an on-the-job injury. On his nonscheduled day, the grievant was scheduled for a fitness-for-duty examination. The file reflects that the grievant was paid for the time actually involved.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. Inasmuch as the union declined mutual agreement in this regard, however, the following represents the decision of the Postal Service on the particular fact circumstances involved.

It is the position of the Postal Service that the grievant was not called in to work on his nonscheduled day. Therefore, the grievant is not entitled to 8 hours of guaranteed work or pay under Article 8, Section 8.

Based upon the above considerations, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,

Leslie Bayliss
Leslie Bayliss
Labor Relations Department