



M-01062

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October 5, 1983

JAMES L ADAMS

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

Re: J. Brandon  
San Diego, CA 92199  
H1C-5K-C 14705

D. Dreher  
San Diego, CA 92199  
H1C-5K-C 14706

M. Carpenter  
San Diego, CA 92199  
H1C-5K-C 14707

C. Moore  
San Diego, CA 92199  
H1C-5K-C 14708

Dear Mr. Adams:

This letter supersedes my letter dated September 22, 1983.

On several occasions, the latest being October 3, 1983, we discussed the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether the grievants are entitled to Article 8 guarantees for work performed on April 25, 1983.

After further review of this matter, we determined that the grievants were utilized to distribute mail while waiting to testify at an EEO hearing. The performance of this work invoked the guarantee provisions of the National Agreement.

Accordingly, we agreed to remand these cases to Step 3 for the determination of, and payment for, the remainder of the respective guarantee periods.

We also agreed that this decision is made without prejudice to the position of either party, in regard to whether Article 8, Section 8, applies to employees called to testify at EEO hearings who do not perform work.

Please sign and return the enclosed copy of this decision as acknowledgment of our agreement to remand these grievances.

Time limits were extended by mutual consent.

Sincerely,



A. J. Johnson  
Labor Relations Department



James I. Adams  
Assistant Director  
Maintenance Division  
American Postal Workers  
Union, AFL-CIO