

M-01102



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LABOR RELATIONS DEPARTMENT

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SEP 1 1992  
CONTRACT ADMINISTRATION UNIT  
N.A.L.C. WASHINGTON, D.C.

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

Re: H7N-1N-C 28417  
Class Action  
New Brunswick 08901

Dear Mr. Sombrotto:

Recently a meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the national agreement by establishing a policy instructing supervisors to visit the office of the physician treating an employee injured on the job at the time of the initial treatment.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed, as stated in Case No. H7N-3N-C 38389, that the intent of a local policy must not be in conflict with the provisions of the ELM. According to ELM 543.14, in the case of an employee needing emergency treatment, "when appropriate, a supervisor accompanies the employee to the doctor's office or hospital to make certain that the employee receives prompt medical treatment." However, ELM 543.223 provides that "in non-emergency situations, a postal supervisor is not authorized to accompany the employee to a medical facility or physician's office." (emphasis added)

We further agreed that a supervisor will not accompany the employee on the initial visit or visit the physician's office at the time of the initial visit in non-emergency situations.



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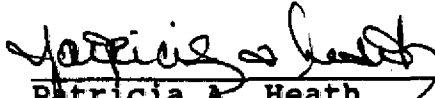
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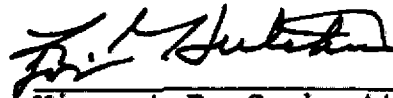
Accordingly, we agreed to remand this case to the parties at Step 3 for application of the above understanding.

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

Time limits were extended by mutual consent.

Sincerely,

  
\_\_\_\_\_  
Patricia A. Heath  
Grievance & Arbitration  
Division

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

Date: 9/22/92