

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

JUL 19 1985

Mr. Thomas Freeman, Jr.
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: Local
Buena Park, CA 90620
H1C-SB-C 31977

Dear Mr. Freeman:

This supersedes my July 12, 1985 letter regarding the subject grievance.

On several occasions, the most recent being July 16, 1985, we discussed 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 issuing the January 4, 1985 sick call policy.

The union contends that the two-call requirement for unexpected illness/injury is contrary to the regulations contained in Part 513.332 of the ELM.

It is the position of the Postal Service that the January 4, 1985 policy, as written, is unreasonable and therefore improper. Accordingly, the grievance is sustained and the said policy shall be rescinded.

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens
Labor Relations Department



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

October 31, 1986

Mr. Thomas Freeman, Jr.
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Freeman:

On September 5, 1986, a prearbitration discussion was held on case number H4C-5F-C 6086, Albuquerque, New Mexico. The question in this grievance is whether the employer's local absence control policy is inconsistent and/or in conflict with the National and/or Local Agreement.

It is agreed that the two-call requirement is contrary to ELM 513.332 and 512.412. Accordingly, the instructions, Items 1 and 3 under employee's responsibilities, are to be amended and brought into compliance with the ELM.

It is further agreed that the remaining issues do not warrant arbitration at the National level. Accordingly, this grievance is remanded to the regional level with the clear understanding that it is to be arbitrated, if necessary, at the regional level.

Please sign and return the enclosed copy of this letter acknowledging your agreement to remand this case, and withdraw H4C-5F-C 6086 from the pending national arbitration listing.

Sincerely,

George S. McDougald
George S. McDougald
General Manager
Grievance and Arbitration
Division
Labor Relations Department

Enclosure

Thomas R. Freeman, Jr.
Thomas Freeman, Jr.
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO

11 3-1986

DATE



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20003

November 3, 1983

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: S. Ross
Whittier, CA 90605
NLR-5B-C 3428

Dear Mr. Overby:

On September 20, 1983, 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 was improperly required to submit documentation in support of a sick leave request.

After further review of this matter, we agreed that there was no national interpretive issue fairly presented as to the meaning and intent of Section 513.362 of the Employee and Labor Relations Manual (ELM).

The parties at this level agree that for purposes of ELM 513.362, an absence is counted only when the employee was scheduled for work and failed to show. A nonscheduled day would not be counted in determining when the employee must provide documentation in order to be granted approved leave.

Accordingly, we agreed to remand this case to Step 3 for further consideration by the parties.


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


Mr. Halline Overby

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Time limits were extended by mutual consent.

Sincerely,


Leslie Sayliss
Labor Relations Department


Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO



SEP 03 1985

THOMAS K. FREEMAN

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

Mr. Thomas Freeman, Jr.
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

| | |
|---------|-----------|
| ARTICLE | 8 |
| SECTION | 4 |
| SUBJECT | FORM 3971 |
| | ON CLOCK |

Re: Class Action
Orlando, FL 32802
H/C-3W-C 48121

Dear Mr. Freeman:

On August 16, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance involves management requiring employees to complete PS Forms 3971 at the Postal Source Data Site prior to obtaining their time badges following unexpected absences from duty.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local dispute suitable for regional determination by application of Part 513.332 of the ELM as well as Part 333.3 of the F-21 Handbook to the fact circumstances.

The parties at this level agree that the completion of a Form 3971 "upon/after return to duty" means while the employee is on-the-clock.

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

Mr. Richard I. Wevoda

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

Sincerely,

Muriel Aikens

Muriel Aikens
Labor Relations Department

Thomas L. Freeman, Jr.

Thomas Freeman, Jr.
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO