14/13/83 3/6/84 Schoot to Tissit 26/1



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW Washington, DC 20260

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



Re: R. Thornton
Aurora, CO 80010
H1C-5F-C 20272

Dear Mr. C nnors:

On April 4, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issues raised in this grievance question whether the Postal Service is contractually obligated to pay employee witnesses for the time spent traveling to and from an arbitration hearing; and whether the Postal Service is obligated to pay employee witnesses for time spent waiting to testify at such hearings.

After further review of this matter, it is the parties mutual understanding that for the most part, regional arbitration hearings are conducted at the site where the grievance arose and travel to any great degree is not necessary. In those instances where an arbitration hearing is scheduled at a location different than the site where the grievance arose and it is necessary for requested witnesses to travel to the hearing location, it is the position of the parties that the Employer is not contractually obligated to pay employees for the time spent traveling to and from the hearing location normals such a policy been established by the Postal Service.

The clear and unambiguous language in Article 15 provides only that employee witnesses will be on Employer time when appearing at the hearing.

When arbitration hearings are held at the site where the grievance arose, it is Postal Service policy to stagger the appearance of employee witnesses in order to avoid the need for any waiting time. The consistent practice has been to require employee witnesses to perform work at a location from which they can be readily called when needed to testify.

11 CPC Evh. 25

(Ing