

ARTICLE 8  
SECTION 4 B  
SEP 20 1976

ARTICLE

ARBITRATION HEARING

Mr. Alfred K. May  
Assistant Secretary-Treasurer  
National Association of  
Letter Carriers, AFL-CIO  
100 Indiana Avenue, NW  
Washington, DC 20001

Re: William Dennehy  
Yonkers, NY  
NC-N-2064 (NC-72)V76-5616

Dear Mr. May:

On September 8, 1976, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The issue raised in this grievance questions whether the Employer is required to compensate an employee for attendance at an arbitration hearing when no relevant testimony is given.

Article XV, Section 3 of the National Agreement requires that employee witnesses shall be on Employer time when appearing at the arbitration hearing, provided the time is during the employee's regular working hours. There is no distinction made in this section as to whether testimony is given or whether such testimony is relevant. The intent of the language in this part is that it be a "no loss-no gain" situation. It is implicit in this section that a person requested to appear at an arbitration hearing as a witness, is necessary to the orderly process of the hearing and is knowledgeable about the issues in the case being arbitrated. This section does not intend that a person is on official