



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

197 AGREEMENT

January 30, 1980

ARTICLE VIII SECTION 2

SUBJECT

*Fitness For Duty
Is Hours Worked*

Mr. William J. Kaczor
Executive Vice President, Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: S. DeJelin
Williamstown, NJ
AS-E-0477/ESC2BC-2061
APWU - 0477

Dear Mr. Kaczor:

On January 16, 1980, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

During our discussion, we concluded that at issue in this grievance is whether management must pay an employee for all time spent to undergo a Fitness-for-Duty exam at the employer's request; and whether charging such time to an employee's annual leave constitutes such payment.

After reviewing the information provided, it is our position that time spent by an employee in waiting for and receiving such medical attention at the direction of the employer constitutes hours worked. Thus, the grievant in this case shall be carried in an official duty pay status for all time involved. In addition, any annual leave charged to the grievant shall be recredited to his balance.

Please sign the attached copy of this letter as your acknowledgment of the final disposition of this case.

Sincerely,

William A. Stefl
Labor Relations Department

William J. Kaczor
Executive Vice President