REGULAR ARBITRATION PANEL

SOUTHERN REGION C#09950

IN THE MATTER OF THE ARBITRATION between UNITED STATES POSTAL SERVICE and NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO, BRANCH 1071	GRIEVANT: Tina Gonzalez POST OFFICE: Miami, Florida CASE NO.: Postal Service S7N-3S-D 23939 Union GTS #11842 Local MIA 89-103 Combined with RC 89-674

BEFORE: F. Jay Taylor, ARBITRATOR, Southern Region

APPEARANCES:

For the U. S. Postal Service:	Luis Cadavid Labor Relations Assistant
For the Union:	Chuck Windham Regional Administrative Assistant
PLACE OF HEARING:	USPS Executive Annex Miami, Florida
DATE OF HEARING:	February 6, 1990

AWARD:

(a) Arbitrability: The grievance is properly in the grievance-arbitration forum as provided for in Article 15 of the National Agreement. The Union's argument that the grievance is procedurally defective is denied.

(b) Merits: The grievance is sustained in part and denied in part. The period of time August 4 - August 16, 1989, shall be converted to approved sick leave. The Grievant, Tina

Gonzalez, shall be reinstated to her former job as a Carrier at the USPS Executive Annex, Miami, Florida. As a pre-requisite to her reinstatement the Grievant shall agree to work under the terms of the April 20, 1989, Settlement Agreement including a corresponding number of days remaining in the stipulated probationary period. No back pay is allowed.

F. Jay Taylor, Arbitrator

Dated at Ruston, LA
this 6th day of April, 1990

The grievances were heard at the USPS Executive Annex in Miami, Florida, on February 6, 1990, before F. Jay Taylor, Contract Arbitrator, Southern Region.

The parties were represented by competent and experienced Advocates both at the Hearing and in the presentation of well-drawn post-Hearing Briefs. They stipulated that the procedural steps of the grievance procedures as outlined and prescribed in the National Agreement have been complied with and that the issues (a) arbitrability and (b) merits are properly before the Arbitrator for hearing and adjudication.

The Advocates were afforded an opportunity to offer all relevant evidence, both oral and documentary, and to examine and to cross-examine the witnesses, all of whom testified under oath. At the conclusion of the Hearing both Mr. Cadavid on behalf of the Service and Mr. Windham on behalf of the Union stated that (a) they had no further proofs to offer in support of their respective contentions; that (b) subject to the objections entered into the Record, they were satisfied with the state of the Record; and that (c) the Postal Service and the Union had each received a full, fair, and impartial Hearing.

The Grievant, Tina Gonzalez, completed the Record to her satisfaction in a closing statement. She also testified that she had been fully and fairly represented by her Union, The National Association of Letter Carriers, in the proceedings.

Submitted for decision on presentation of post-Hearing Briefs which were timely filed and received by the Arbitrator on March 5, 1990.

THE ISSUE: ARBITRABILITY

The threshold issue as framed by the Union:

> Was the Grievant denied procedural due process and did management violate the provisions of the Human Relations Principle Agreement by refusing to process the removal notice under that forum; and, if so, what is the appropriate remedy?

The Agency has defined the threshold issue as follows:

> Did the Union demonstrate procedural error on the part of the Service to properly follow its obligation under the terms of the Human Relations Principles Agreement; if so, what is the proper disposition of this dispute?

The case at bar arose out of a dispute wherein the Grievant, Tina Gonzalez, was removed as a full-time Letter Carrier at the Miami, Florida, Post Office, Executive Annex. Ms. Gonzalez was employed by the Agency on November 14, 1983, and the Notice of Removal was dated August 17, 1989. The Employee was charged with violating a grievance settlement dated April 20, 1989.

The Grievant's Supervisor, Lazaro Alfonso, stated in the Notice of Removal that--

> You are hereby notified that you will be removed from the Postal Service effective upon receipt of this letter.
>
> The reasons for this removal action are:
>
> > You were previously issued a Notice of Removal dated March 16, 1989, due to a charge of AWOL. As a result of a Grievance Settlement dated April 20, 1989, it was agreed that the Notice of Removal dated March 16, 1989, would be held in abeyance until December 1, 1989, providing you adhered to the following conditions:

1. Employee must maintain satisfactory attendance which is defined as:

   A. No more than three (3) unscheduled absences in any ninety (90) day period.

   B. No AWOL regardless of the amount of time.

   C. No single period of unscheduled absence in excess of three (3) days.

Any violations of the foregoing provisions at any time during the abeyance period will result in immediate removal of the employee from the rolls of the United States Postal Service.

The employee agrees to withdraw any and all grievance, complaints, EEO's or appeals relative to this issue. The Union agrees to withdraw any and all grievances, complaints, EEO's or appeals relative to this issue.

If employee satisfies this agreement, effective with such satisfaction, the Notice of Removal will be rescinded.

It is further agreed that the above settlement is reached on a non-precedent basis, does not constitute a waiver of management's position on similar cases; and is not to be cited or referenced by the Union in further cases which may arise.

You were scheduled to report for duty from August 4 through August 16, 1989. You called in requesting sick leave during that period. Upon your return to duty, you failed to provide the required medical documentation and you were charged 72 hours AWOL. You are charged with violating provisions 1B and 1C of the Grievance Settlement dated April 20, 1989.

The following elements of your past record have been considered in taking this action:

A Notice of Removal dated March 16, 1989. You were charged with AWOL.

You have the right to file a grievance under the Grievance/Arbitration procedure set forth in Article 15, Section 2 of the National Agreement

within fourteen (14) days of your receipt of this notice.

"If this action is overturned on appeal, back pay will be allowed, unless otherwise specified in the appropriate award or decision, ONLY IF YOU HAVE MADE REASONABLE EFFORTS TO OBTAIN OTHER EMPLOYMENT DURING THE RELEVANT NON-WORK PERIOD. The extent of documentation necessary to support your back pay claim is explained in the ELM, Section 436." (COPY ATTACHED).

The Union protested the termination of Ms. Gonzalez noting first that the removal was procedurally defective in that adjudication of the dispute should be referred to the Review Board provided for in the jointly negotiated Human Relations Principle Agreement, not the grievance-arbitration procedures prescribed in Article 15 of the National Agreement. And the second Union appeal was based on the merits of the case.

The Union argued that the Human Relations Principle Agreement resulted from the parties' resolve to settle disputes at the local level and to further open lines of communications between the Agency and the Union. Furthermore, its provisions are binding on the parties. The Agreement does provide for certain exceptions in the matter of referrals to the Review Board, none of which are pertinent in the instant case. In this instance Management has circumvented the provision of HRPA in that the reason for the Employee's removal was not crime related or failure to respond to a notice to report, or an emergency procedure. Item 3 provides that before discipline is requested, the Employee shall be referred to the HR Review Board where both the supervisor and the Employee will jointly appear.

Because of alleged attendance problems, Ms. Gonzalez was referred to the Review Board in April, 1989. In lieu of discharge the Review Board opted for a Settlement Agreement which, in effect, placed the Grievant on probation until December 1 during which time the Employee was required to meet certain prescribed attendance standards.

In August the Agency concluded that the Grievant had violated these conditions and she was issued a Notice of Removal dated August 17, 1989. This Notice certainly did not state that the Review Board is precluded from reviewing the Employee's alleged violation of the Last Chance Settlement Agreement, nor was there waiver of any appeal rights available to the Grievant. It is also important to re-emphasize that the charges levied against Ms. Gonzalez certainly do not bar access to the HRPA Review Board. Thus, to deny this Employee access to the HRP Agreement actually denies her procedural due process. Therefore, the Union concluded, Management has violated the HRP Agreement. The grievance protesting the removal of the Grievant from the Service should be remanded back to the Review Board and removed form the files of Arbitration or as an alternative, the Arbitrator should sustain the grievance on the grounds of Procedural error on the part of the Service.

The Agency argued, however, that the removal action was properly in the grievance-arbitration process. The March 16, 1989, Last Chance Settlement Agreement provided that the Employees' removal would be held in abeyance provided the Employee maintained satisfactory attendance as prescribed. All

parties, the Union, the Grievant, and Management all agreed that any violation of the Settlement Agreement would result in immediate removal. In August, 1989, supervision concluded that Ms. Gonzalez had, indeed, violated the provisions of the Settlement and she was issued a Notice of Removal.

It is important to note that the Last Chance Settlement Agreement arose out of an earlier discharge and the terms of the Agreement did not negate the removal. It only held the removal in abeyance (until December 1) while it could be determined if Ms. Gonzalez could fulfill the Settlement obligations. The Employee did violate the terms of the Agreement thus, the Service is in no way barred from removing the Grievant on this basis. There is no basis, whatsoever, for remanding the case back to the Review Board under these circumstances or to rule procedural error on part of the Service. The Settlement Agreement was valid and enforceable and its terms should govern the disposition of the case.

One of the reasons for the initial Removal Notice was the Employee's failure to respond to a Notice to Report which is one of the exceptions from the moratorium placed on discipline.

For all these reasons, the Agency concluded, the Union's jurisdictional argument should not be allowed to stand for there has been no procedural error. The grievance-arbitration procedure is the proper forum for addressing and adjudicating this case based on its merits.

FINDINGS:

As this threshold issue is placed in its proper perspective and the evidence adduced at the Arbitration Hearing is reviewed and weighed, it is clear that the Union's procedural, jurisdictional argument is not persuasive. This grievance is, indeed, in the proper forum as there is no valid reason to remand the issue back for re-consideration by the Review Board. The HRP Agreement is, of course, binding on both parties and it would seem that it has functioned well. Ms. Gonzalez's March, 1989, proposed removal was, as it should have been, referred to the Review Board and this Board fulfilled its role in reviewing the Employee's attendance problems and in drafting a Last Chance Settlement Agreement which was agreed to by the Union, the Grievant, and the Agency. Furthermore, it is important to note that the Settlement Agreement did not negate the removal action, it only held the removal in abeyance until December 1 during which time the Employee was bound to adhere to certain prescribed conditions related to attendance.

Once Management concluded, as it did in August, 1989, that these terms had been violated, then the Agency had every right to proceed with implementation of the March, 1989, removal action under the terms of the National Agreement. Furthermore, the Employees' appeal rights protesting her removal lies within the provisions of the National Agreement, not referral back to the HRP Review Board. There has been no denial of procedural due process once the HRP procedures have been invoked and implemented, in this case the Last Chance Settlement Agreement.

Under these circumstances, the Review Board is not a continuing appeals body once it has fulfilled its initial responsibility as prescribed in the HRPA. Nor is the Employee denied due process rights for they are clearly defined in the National Agreement.

If the parties intended that all disciplinary actions, with the noted exceptions, become the exclusive domain of the HRP Review Board to the exclusion of Article 15 in the National Agreement, including all appeals, then the parties should negotiate an Agreement which includes language that is clear and unambiguous and its intent and meaning can be reasonably ascertained. To argue that an Employee's appeal rights rest exclusively with the Review Board on the grounds that (a) the Settlement Agreement and (b) the August 17 Notice of Removal do not "expressly forbid the Grievant the right to redress under the HRP Agreement," simply is not a persuasive argument.

In this case Management fulfilled its HRPA obligations by virtue of the HR review and settlement reached. The Employee's removal was held in abeyance for a specified period of time. Once there was an alleged violation of the Last Chance Settlement Agreement, Management correctly moved to implement the original removal action. There was no obligation, moral, Contractual, or otherwise to remand the case back to the Review Board thus giving the Employee a second bite of the same apple in the same forum. The Review Board fulfilled its role and made its ruling in the form of a Last Chance Settlement Agreement. After an alleged violation, the Employer acted properly under the Settlement provision which stated that "Any violation of the foregoing

provisions at any time during the abeyance period will result in immediate removal of the employee from the rolls of the United States Postal Service." And to restate an obvious conclusion, the Employee must seek redress not from the Review Board but under the provisions of the grievance-arbitration procedures prescribed in the National Agreement.

The Union's argument that the removal is procedurally defective fails for lack of evidence. The removal, therefore, must be addressed and adjudicated on the merits of the case.

As will be discussed in some detail below, the difficulty with the position of the Agency is not procedural default, but that there was insufficient probative evidence to persuade the Arbitrator that the Employee violated the terms of the Settlement Agreement, at least the Agreement was not violated under the ground rules prescribed by supervision. Management's removal action and conclusions drawn simply cannot withstand close scrutiny.

THE ISSUE: MERITS

In considering the merits of the Grievant's removal the Service has defined the issue as follows:

> ...did the Postal Service demonstrate just cause for the removal action under the terms of the April 20, 1989, grievance settlement; if not, what is the proper remedy?

The Union has framed the following issue:

> Did Just Cause exist for the Notice of Removal and, if not, what is the appropriate remedy?

STATEMENT OF THE CASE: MERITS

In March, 1989, the Agency concluded that the Grievant's poor attendance records warranted removal. Supervision initiated removal action which, in turn, was referred to the HRP Review Board. The Board after review drafted the following Settlement Agreement, dated April 20, 1989:

> Notice of Removal will be held in abeyance until December 1, 1989 providing employee adheres to the following conditions:
>
> 1. Employee must maintain satisfactory attendance which is defined as:
>
> A. No more than three (3) unscheduled absences in any ninety (90) day period.
>
> B. No AWOL regardless of the amount of time.
>
> C. No single period of unscheduled absence in excess of three (3) days.
>
> Any violation of the foregoing provisions at any time during the abeyance period will result in immediate removal of the employee from the rolls of the United States Postal Service.
>
> The employee agrees to withdraw any and all grievances, complaints, EEO's or appeals relative to this issue. The Union agrees to withdraw any and all grievances, complaints, EEOs or appeals relative to this issue.
>
> If employee satisfies this agreement, effective with such satisfaction, the Notice of Removal will be rescinded.
>
> It is further agreed that the above settlement is reached on a non-precedent basis, does not constitute a waiver of management's position on similar cases; and is not to be cited or referenced by the Union in further cases which may arise.

No violations of this Agreement were noted by Management until August, 1989. Ms. Gonzalez was absent from August 4

through August 16. She personally reported each morning by telephone to her supervisor stating that she was ill and would not be able to report for work on that particular day. She did, however, come to the Office on Friday, August 11, to pick up her pay check at which time she was observed by several members of Management. When queried Ms. Gonzalez stated that she felt better and that she would report for work the following Monday, August 14. Management contended that the Grievant was advised that when she reported for work medical documentation would be required.

Ms. Gonzales did not report back on her regular job until August 17. She failed, however, to provide any medical documentation contending that she was unaware that such was required. In a Pre-Disciplinary Interview on August 17, the Employee was advised by her supervisor that her days of absence (August 4-16) would be charged AWOL and since she had violated the terms of her April 20 Settlement Agreement she would be terminated.

Important to this case, however, is a condition set forth by Station Manager William Foti. Mr Foti advised the Grievant that if medical documentation were provided attesting to her incapacity to work, that the AWOL would be rescinded and that she would be charged sick leave for that period of time. Thus, the removal penalty would be vacated. At that point, Ms. Gonzalez was escorted from the premises and advised that she could not return to any of the non-public areas of the Executive Annex.

The Employee proceeded to obtain such a statement from her attending physician. In a "Certificate to Return to Work" the doctor stated that Ms. Gonzalez had been under his care from 8-4 to 8-16, 1989, and that she was able to return to work on August 17. He noted that the Employee had suffered from "diarrhea complicated later on with sever migraines." This statement was mailed to Union Steward Frank who was requested to submit it to supervision. Ms. Gonzalez did not bring the doctor's statement in person since she was not allowed on the premises.

The Steward received the doctor's statement and he promptly submitted it to Supervisor Wayne Brown. Mr. Brown took the statement observing that this was a "moot" issue and "after the fact" since the Employee had already been terminated.

Apparently it was not until the Step II meeting that the Union learned that the doctor's statement was deemed by management to be unsatisfactory. The Grievant then proceeded to secure a second statement from her physician. In a statement dated September 21, 1989, the doctor wrote that--

> Tina Gonzalez, has been under my care since August 4, 1989, with acute [Migraine] headaches, related to Tension and Stress. Several tests were performed; including Pelvic Sonogram and drug screening. These tests all are under normal range. If I can answer specific questions concerning Mrs. Gonzalez, do not hesitate to call me.

At every step of the grievance procedure Management contended that Ms. Gonzalez was AWOL August 4-16 and that she failed to provide proper medical documentation attesting that she

had been incapacitated during that period of time. The grievance was, therefore, denied.

The Union first contending that the grievance was procedurally defective, then argued that proper medical documentation had been provided; that the AWOL should have been charged sick leave; and that the termination was not for just and proper cause. Failing resolution of the dispute the Union submitted a demand for final and binding Arbitral review.

SUMMARY POSITION OF THE AGENCY:

The Service argued that "The evidence and testimony is clear and concise. The Service has presented a sufficient case to demonstrate fault by the grievant. The Postal Service has authority and justification to discharge employees who engage in conduct of such nature. One of the fundamental principles of the employer/employee relationship is that an employee be ready and willing to work on a regular basis. The Postal Service, like private-sector employers, requires a dependable workforce which is available on a regular basis. Absent from such a dependable workforce, the employer cannot perform or function economically or efficiently."

Ms. Gonzalez was informed on more than one occasion that medical documentation was necessary once she returned to work if sick leave was to be approved. On August 11 when the Employee came in to pick up her paycheck once again she was reminded that a doctor's statement was required. Furthermore, at that time she was observed by three supervisors all of whom testified that she did not appear to be ill or incapacitated.

Yet when the Employee returned to her job on August 17 she failed to provide any medical documentation whatsoever. Several days later the Grievant did provide a doctor's statement. Supervision determined, however, that the documentation was "...unacceptable and the absence continued to be charged AWOL. All three managers testified that medical documentation did not reveal total incapacitation and the fact that the grievant came in on her off-day to pick up her paycheck further justified their rationale for disapproving the absence. The grievant's testimony further reveals that she had on and off migraines - not a continuous condition. She claims she felt better on her off-day and went back into remission on her next scheduled day. Her testimony in and of itself is self-serving and does not substantiate total disability. The fact of the matter is that the grievant did in fact violate the conditions of the April 20, 1989 Settlement. Item C of that Settlement states:

> "'No single period of unscheduled absences in excess of three (3) days.'"

The absences incurred by Ms. Gonzalez exceeded the three-day limit. In fact, Supervisor Alfonso testified that "he would have requested removal under the same circumstances and nature of the absences, even if it was approved, approval for pay purposes as it exceeded the three (3) day limit." The Grievant clearly violated the terms of the Settlement Agreement the conditions of which she fully understood. The truth is the Employee was not disabled. Furthermore, she appeared to have little concern for her job. If she had, then upon her return to work on August 17

she would have provided medical documents to prove that her absences were legitimate. Also, there is no creditable evidence which would have led Union officials to believe that the AWOL was going to be changed to sick leave and that the removal action was going to be rescinded.

Management has submitted a number of Arbitration decisions which, for the most part, deal with violations of Settlement Agreements. These Arbitrators have all held that such Agreements are valid and enforceable and that the terms will govern findings in a particular case.

The grievance of Tina Gonzalez is, therefore, totally without merit. It should be denied and dismissed in its entirety.

SUMMARY POSITION OF THE UNION:

The Agency has failed to sustain its burden of proof--Tina Gonzalez was not removed from the Postal Service for just and proper cause. She did not violate the terms of the April 20 Settlement Agreement in that at the Pre-Disciplinary Interview on August 17 the Employee was advised by the Station Manager that if medical documentation was provided the August 4-16 AWOL would be changed to sick leave and the Removal Notice rescinded. Station Manager Foti was not present to testify at the Arbitration Hearing nor did any Agency witness rebut this important testimony by Union witnesses. Clearly, then, Manager Foti did change the requirements and stipulations of the April 20 Settlement Agreement. The question to be answered is whether

proper medical documentation was provided by the Grievant as requested by supervision?

The Union contends that Ms. Gonzalez certainly complied with the Station Manager's request and she did, indeed, submit acceptable medical evidence of incapacity to work. The statement prepared by the Employee's attending physician provided "...an explanation of the nature of the employee's illness...sufficient to indicate to management that the employee was...unable to perform...her normal duties for the period of the absence..."

It was not until the Step II meeting that the Grievant was advised that the doctor's statement was inadequate. Ms. Gonzalez then provided a second, more detailed statement from her doctor (cited above) but once again, supervision contended that it was insufficient proof of incapacity to work. The Union was never advised, however, just how the documentation was deficient. The Union believes that Management's decision was arbitrary and was "...done solely to meet the charges outlined in the Notice of Removal as outlined in Items 1B and 1C. What other conclusions can we reach when the pre-disciplinary interview and the Notice of Removal are both dated August 17, 1989?"

The Union, likewise, has submitted a number of Arbitration cases supporting its position and contentions. Alleged violation of a Last Chance Settlement Agreement does not abrogate an Employee's appeal rights. And in this case, the Union is at a loss to understand how legitimate use of an Employee's sick leave can be used to charge violation of the Settlement Agreement.

The grievance, therefore, is fully meritorious. The remedy prayed for by the Union should be awarded by the Arbitrator.

FINDINGS:

After a careful review and weighing the oral and the documentary evidence, the well-ordered Briefs submitted by the Advocates, the legion of Arbitration cases cited, it is the finding and conclusion of the Arbitrator that insufficient probative evidence has been presented by the Agency to prove that the Grievant violated the terms of the Last Chance Settlement Agreement, at least the Agreement was not violated under the conditions set forth by Station Manager William Foti. Management's contention that the medical evidence submitted by the Grievant was inadequate was, in my view, persuasively refuted by other evidence in the Record. This is not to say that the Employee was as blameless as the Union contends. On the other hand, under the circumstances, she was not so blameworthy as the Agency considered her to be.

It would seem that a reasonable inference can be drawn that when Ms. Gonzalez came to the Station to pick up her paycheck on August 11, and was observed by three members of supervision, it was determined at that moment that the Grievant had violated the conditions set forth in the Settlement Agreement and that she should be removed from the rolls of the Service. It seemed to matter not that Station Manager William Foti set forth a special condition (medical documentation) which, if provided, would annul the Notice of Removal. Mr. Foti, a key witness, was

not present and thus did not testify at the Arbitration Hearing. No explanation was offered concerning his absence. His testimony concerning the validity of the Grievant's medical documentation would have been most helpful in adjudicating the case. The Agency has even questioned whether such a commitment was made by Mr. Foti--that medical documentation would convert the AWOL to sick leave and that the removal action would be rescinded. Three Union witnesses testified that this was, indeed, the condition set forth by the Station Manager. And no one from the Agency rebutted this contention. Furthermore, Paragraph #5 in the Pre-Disciplinary Interview minutes clearly states that "She (Gonzalez) asked that if she supplied us with documentation if her AWOL would be changed to sick leave? Mr. Foti agreed and told her to send it to either Mr. Frank (Union Steward) or Mr. Alfonso."

Ms. Gonzalez complied within several days (just as soon as she could see her doctor) and mailed the doctor's statement to Steward Frank who in turn immediately submitted it to Supervisor Brown. Mr. Brown's response was that the medical documentation was "moot" since the Grievant has already been terminated on August 17 and medical evidence was presented "after the fact." And Supervisor Alfonso, who requested disciplinary action, testified that he had never seen any medical documentation provided by the Grievant.

All of these events easily can lead one to conclude that there was a lack of communication among the supervisors as to what the Station Manager had stipulated and whether the Employee

had complied with the condition set forth. Furthermore, when the Pre-Disciplinary Interview and the Notice of Removal are both dated the same day (August 17) one could readily conclude (as the Union suggests) that supervision had not completely acted in good faith. Management reasoned that removal was appropriate regardless of any condition stipulated by the Station Manager or whether the Grievant supplied the required medical documentation.

The remaining question then is whether Ms. Gonzalez did, indeed, submit adequate medical evidence substantiating her claim of incapacity to work August 4 - August 16, 1989? I am persuaded that she made a good faith effort to do so and if the evidence provided was insufficient then the Grievant should have been advised in a timely manner and told why the documentation was deficient. The Employee obtained two separate statements from her attending physician. At least to this Arbitrator they indicate an incapacity to work during the period of time in question. The doctor invited any interested party to call if further clarification was desired but no one in Management bothered to do so, presumably because Ms. Gonzalez had already been discharged on August 17; this despite the fact that Station Manager Foti had given her an opportunity to provide medical documentation after August 17.

As previously noted, the Grievant is not entirely blameless in this matter. Knowing that her job was on the line and that she was working under the terms of a Last Chance Settlement Agreement, certainly she should have known that Management would require medical documentation substantiating her

claim of incapacity to work August 4-16. Considering her past problems related to attendance leading to the April 20 Settlement Agreement, it is hard for this Arbitrator to accept her explanation that she was unaware of any such requirement. I am also mindful that when Ms. Gonzalez came to the Office to pick up her check on August 11 she was told to bring medical documentation when she reported back to work. Yet she failed to do so. Surely Ms. Gonzalez must understand that satisfactory postal operations cannot be maintained with part-time Employees when full-time services are required. Thus, I am not persuaded that the Grievant is deserving of back pay.

Considering all of the above, in my opinion, justice would best be served if the period of August 4-16, 1989, is converted to approved sick leave and Ms. Gonzalez is reinstated to her former job. She shall also be required to work under the conditions stipulated in the April 20 Settlement Agreement including the remaining days of the probationary period. Since the Employee was terminated on August 17, 1989, and her Notice of Removal was held in abeyance until December 1, 1989, upon reinstatement the Grievant shall serve a corresponding continuing period of probation.

F. Jay Taylor, Arbitrator