



PART IV
EXHIBITS AND
STIPULATIONS



EXHIBITS

- An **exhibit** consists of documentary or physical evidence that has been formally introduced into an arbitration hearing by an advocate.
- **Evidence** is something that is offered either through an exhibit or through testimony for admission at a hearing. It is introduced through these means by an advocate for the purpose of using that evidence to persuade the arbitrator that advocate's argument, their theory of the case, is accurate and should be believed and accepted by the arbitrator.
- **There Are Two Types of Evidence**
 - Direct evidence.
 - Circumstantial evidence.
- **Direct And/or Circumstantial Evidence Can Be Offered in Any of Three Ways:**
 - **Testimony** - Direct examination and cross examination of a witness.
 - **Documents** - Entered as exhibits.
 - **Physical** - Entered as an exhibit, or viewed on site by an arbitrator.
- **Select Possible Documents to Be Used as Exhibits While:**
 - Preparing the case.
 - Preparing the witnesses.
- **Best Evidence Rule** - In regards to an exhibit, this rule calls for the original document.
- **Problem Areas Where this Rule May Be Applied:**
 - Illegible documents, poor copies.
 - Summaries or compilations.
 - Doubt as to the legitimacy of a document.
 - Belief that a document may contain errors.

INTRODUCING EXHIBITS

▶ As a Joint Exhibit at the Beginning of the Hearing:

- Legitimate document on its face, e.g. handbook language.
- May not agree on relevance or application.
- If not comfortable with a document as joint exhibit, it is acceptable as a management exhibit (with no foundation).

Joint /
GUIDANCE CHAIR
Meeting Papers

▶ As a Union Exhibit:

- ✓ Prepare list of documents and each witness who will be used to introduce it:

- Call witness
- Lay foundation
- Have four copies (use folder) you, WITNESS, ARBITRATOR, & SEVENTH PARTY

▶ Possible Objections:

- No foundation
- Best evidence
- Relevance
- Hearsay

▶ VOIR DIRE - "to speak to the truth."

JOINT STIPULATIONS

Joint Stipulation - An agreement between advocates, a "meeting of the minds", in regards to a particular element of an arbitration hearing:

- **Framing of the Issue** - A joint agreement as to the specific dispute. that is being placed before the arbitrator for a decision.
- **Jointly Stipulated Remedy** - The advocates may mutually agree as to the specific remedy that the arbitrator should apply if the arbitrator decides the issue in favor of the Union.
- **Jointly Stipulated Facts** - The advocates may agree that certain matters can be taken as proven. If the advocates do jointly stipulate to a fact, then the arbitrator will accept that fact as evidence that has been conclusively proved! *DANGEROUS!*
 - ✓ If an advocate believes that a fact is in dispute, then that advocate would not agree to a joint stipulation of that particular fact.
 - ✓ All joint stipulations are usually put in writing and jointly signed by the advocates.
- **Joint Exhibit** - Such an exhibit is not a joint stipulation of fact. It is a document (or physical evidence) that the advocates mutually agree is authentic, genuine, has an undisputed origin, and is relevant to the dispute before the arbitrator. A joint exhibit simply represents an agreement between the advocates that no testimonial foundation has to be established by a witness in order for this exhibit to become part of the arbitration record.

Reasons for an Experienced Advocate to Cautiously Consider a Joint Stipulation of Fact:

- To expedite the arbitration hearing
- To possibly lead to a settlement of the grievance
- To reduce the number of witnesses necessary (joint stipulations as to what a witness would testify to if called).

- Even if there are joint stipulations of fact, the advocate must still **argue** as to how each stipulated fact impacts on the dispute, is relevant to the issue.
- On **rare occasions** in disciplinary cases an experienced advocate may stipulate to the accuracy of the specific written charges contained in the notice of discipline because:
 - The advocate intends only to argue that mitigating circumstances should reduce the disciplinary penalty that was imposed.
 - The advocate seeks to avoid the opportunity for management witnesses to provide direct testimony in regards to the incident that resulted in the discipline that is damaging, colorful, and/or emotional.

Warning Joint Stipulations to Facts and/or Charges Can Be Hazardous to Your Health!

- Advocate can inadvertently **“stipulate away”** their cases.
- Also, a great deal of time can be wasted by the advocates as they try to agree on what facts might be stipulated to and how the facts should be stated.

INTRODUCTION OF DOCUMENTARY EVIDENCE

There are several steps for the introduction of documentary evidence which may be summarized as follows:

Step 1: Have the document marked as an exhibit for identification by the arbitrator.

Step 2: Give the opposing advocate a copy of the document.

Step 3: Show the witness the document.

Step 4: Ask the witness to examine the document.

Step 5: Ask the witness to identify the document.

Step 6: Offer the exhibit into evidence (if not already marked, request that the arbitrator mark it now)

Step 7: If there is no objection or the objection is overruled, the arbitrator then admits the exhibit into evidence.

Note: If the advocate highlights the arbitrator's copy, he or she must highlight management's copy.

EXHIBITS

ENTER AS?	WHAT IS IT?	BRING IN THROUGH?	RELEVANCE?
Joint Exhibit (JE) Employer Exhibit (EE) Union Exhibit (UE)	Tell what it is in competent terms	Agreement or appropriate person	Needed fact
EXAMPLES			
JE	CBA	Joint Agreement	Establishes Right
JE	Moving Papers	Joint Agreement	Grievance Chain
JE - UE - EE	Handbook Cites	Agreement or Competent Witness	Applicable work rule or regulation
UE	Request for information	Requester	Suppressed evidence/ adverse inference or relevant fact(s)
EE	SOP	Issuer or Competent Witness	Local practice or procedure

EXHIBIT EXERCISE

	JE	UE	ME
1. Arb. Scheduling Letter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Appeal to Arbitration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Step 3 Decision	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Step 3 Appeal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Additions & Corrections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Step 2 Decision	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Step 2 Appeal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Notice of Removal	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
9. 14-Day Suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
10. ELM Cites	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Grievant's Statement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. 03/27/96 Med. Doc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. 12/01/95 Med. Doc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. 10/30/95 Award	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. 1996 3972	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. 1995 3972	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. 1994 3972	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

INSTRUCTIONS: Indicate with a check mark whether you believe the exhibit should be moved into evidence as a joint exhibit, union exhibit or management exhibit.



January 10, 1997

I B. HELBURN
5914 HIGHLAND HILLS DR
AUSTIN, TX 78731-4057

Pursuant to Article 15, Section 4, B.2, of the 1990 National Agreement, the following arbitration case(s) has been scheduled before this arbitrator on the Regular Regional Arbitration Panel. The hearing will begin at 9:00 a.m. on March 18, 1997 at the postal facility located at 525 ROYAL PARKWAY NASHVILLE, TN.

H94C-1H-D 96062519 22796G3




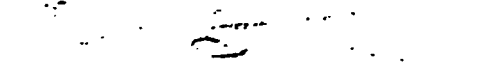
DISC NASHVILLE

TN

Where more than one case is scheduled at a location, cases will be heard in the order listed unless the parties mutually agree to present the cases in a different order.

This letter does not constitute a waiver by either party of any issue of arbitrability or timeliness as it relates to the processing of the grievances, as it merely serves to confirm to the arbitrator the location, date and time, pursuant to the terms of Article 15, Section 4,B.2 of the 1990 National Agreement and the back-up case(s) pursuant to Article 15, Section 4,A.4 of the 1990 National Agreement.


Holloway Adair
Labor Relations Specialist
Southeast Area Office


Terry R. Stapleton
Regional Coordinator APWU

cc: Labor Relations, TENNESSEE DISTRICT
Southeast Area Office
APWU - Terry R. Stapleton
Ron Nesmith

CERTIFIED NO: P 467 015 9



██████/ NASHVILLE, TN/H94C-1H-D96062519

APPEAL TO ARBITRATION

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Mike Morris
National Business Agent
Clerk Division, Memphis Region
2718 So. 20th Street
Suite 204
Birmingham, AL 35209
(205) 879-2798 Office
(205) 879-2702 Fax

DATE: 07/24/96

Regional Director of
Employee and Labor Relations
SOUTHEAST AREA OFFICE
USPS
Memphis, TN 38166

Dear Sir :

Please be advised that pursuant to Article 15 Sections 2 and 4 of the Collective Bargaining Agreement I have authorized and hereby appeal the below referenced case to arbitration.

National Executive Board

Moë Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Gene Bell
National Relations Director

St. L. Tunstall
Sr. Clerk Division

James W. Lingberg
Director, Maintenance Division

Robert C. Pritchard
Director, MVS Division

George N. McKeithen
Director, SDM Division

Regional Coordinators

Leo F. Persalis
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Terry Stapleton
Southern Region

Roydell R. Moore
Western Region

GRIEVANT: ██████████	CLERK	H94C-1H-D96062519
NASHVILLE	; TN , 37229	SEQ#09-000010057
DISCHARGE	ARTICLE 016.	LOC#22796G3

M MORRIS
NATIONAL BUSINESS AGENT

TERRY STAPLETON
Coordinator, as authorized by
President Morris Biller

NASHVILLE LOCAL#(0005), APWU
P.O. BOX 290033
NASHVILLE TN 37229

RECEIVED

JUL 17 1996



A.P.W.U.

July 15 , 1996

Mr. Mike Morris
National Business Agent
American Postal Workers'
Union, AFL-CIO

Southeast Area Grievance
Appeal No. H94C-1H 96062519
Dated: 05/16/96
Local No. 22796G3

Subject: Step 3 Grievance Decision [REDACTED]
NASHVILLE TN
Provision Allegedly Violated: 16.5000

Dear Mr. Morris:

After considering all available evidence in the record and that offered by the union at the Step 3D hearing on 06/13/96, it is my decision to deny the grievance.

The grievant has a history of unsatisfactory attendance. Her undependability can no longer be tolerated. She has fail to respond to all previous corrective actions. The notice of removal is proper and for just cause.

Allen G. Saul
Labor Relations Specialist

cc: District Office TENNESSEE
Postmaster NASHVILLE, TENNESSEE 37421-9998

AMERICAN POSTAL WORKERS UNION, AFL-CIO

1984

STEP 3 GRIEVANCE APPEAL FORM

GRIEVANT—PERSON OR UNION (FROM LINE 8) ██████████	WORK LOCATION CITY AND ZIP CODE (FROM LINE 10) AMC, Nashville, TN 37229	REGIONS GRIEVANCE #
DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) Articles 16, 3, 15, 35, 37, 19	CRAFT Clerk	DATE OF STEP 2 4/29/96
	LOCAL GRIEVANCE # 22796G3	USPS GRIEVANCE # SAME

THE ABOVE GRIEVANCE IS BEING APPEALED TO STEP 3/DATE 5/13/96

REGIONAL DIRECTOR
EMPLOYEE LABOR RELATIONS
SOUTHERN REGION
U. S. POSTAL SERVICE
1407 UNION AVE.
MEMPHIS, TENNESSEE 38166

RECEIVED
MAY 15 1996
A.P.W.U.

Any appeal from an adverse decision in Step 2 shall be in writing to the Regional Director for Employee and Labor Relations, with a copy to the Employer's Step 2 representative, and shall specify the reasons for the appeal. (Within fifteen (15) days)

The appeal is in accordance with Article 15 Grievance Arbitration Procedures Sec. 2 Step 2(h) and Step 3(a) for the following reasons:

Grievant was issued a Notice of Removal, dated February 6, 1996, charging her with unsatisfactory attendance and undependability in reporting for duty. Six (6) instances of unscheduled leave or AWOL are listed in the Notice. The absences of 11/14/95 and 11/15/95 were prior to the Pre-Arbitration Settlement, dated January 4, 1996, and should not be used on this document. The absences on 1/10/96, 1/11/96, and 1/12/96, are actually one (1) event and should not be counted as three (3).

The grievant admits to a substance abuse problem for which she has been, and continues to be, in treatment (see attached statements). Management offered a "Last Chance Agreement" during the course of discussion of this grievance at Step 2 (see attached), which was unrealistic and unachievable.

During the month of December 1995, grievant was not allowed time off to
(CONTINUED)
and we have attached the Step 2 appeal grievance form, the employers written Step 2 decision and our corrections and additions to the Step 2 decision if we submitted same to employer's Step 2 representative.

FROM: LOCAL UNION (NAME OF)	ADDRESS	CITY	STATE	ZIP
3	Nashville, Tennessee, Local, P. O. Box 290033,	Nashville, TN		37229-0033

COPY - LOCAL FILE
COPY - USPS STEP 2 DESIGNEE

SUBMIT UNION'S REGIONAL COPY WITH FILE TO (or as instructed)

STEP 3 Appeal (p.1)

NATIONAL BUSINESS AGENT
Messrs. Ron Nesmith and Mike Morris
NBAs, Clerk Craft, APWU
2718 South 20th Street, #204
Birmingham, AL 35209

Sincerely
Richard Traugher
Richard Traugher, Vice President
Nashville, Tennessee, Local
Authorized Union Rep.

Nashville, Tennessee, Local
Clerk Craft
Grievant: Ann C. Pierce
Local Grievance #22796G3
May 13, 1996

(CONTINUED)

attend her prescribed meetings due to heavy mail volume. Soon after this the grievant relapsed and missed work on ~~February~~ ^{JANUARY} 10-12, 1996.

The Union contends that the "Last Chance Agreement" offered the grievant was done merely to circumvent past practice in the Nashville Post Office to offer "Last Chance Agreements" to employees facing discharge, unless charged with theft or selling drugs. There is disparate treatment between what Clerk Hinds was offered and what the grievant was offered under similar circumstances. The Notice of Removal is punitive in nature, rather than corrective, procedurally defective, and the grievant received disparate treatment. Therefore, we respectfully request the Line 13 of the Step 2 Grievance Appeal Form be sustained.

STEP 3 APPEAL (p. 2)

ADDITIONS AND CORRECTIONS

GRIEVANCE # 22796G3

THE GRIEVANT WAS OFFERED A "LAST CHANCE AGREEMENT" DURING THE COURSE OF DISCUSSION OF THIS GRIEVANCE AT STEP TWO. THE OFFER CONSISTED OF THE GRIEVANT, AT HER OWN EXPENSE, BEING OBLIGED TO RESIDE IN A CERTIFIED TREATMENT CENTER FOR SUBSTANCE ABUSE FOR A PERIOD OF ONE YEAR, WITH NO REIMBURSEMENT OF LOST WAGES.

APWU CONTENDS THAT THE "LAST CHANCE AGREEMENT" IS UNREALISTIC AND UNACHIEVABLE. WHEN A TYPICAL 28 DAY TREATMENT PROGRAM COSTS AROUND \$5000.00, IT IS LOGICAL TO PROJECT THAT THE COST OF A YEAR LONG PROGRAM WOULD EXCEED \$50,000. THE GRIEVANT DOES NOT HAVE THE RESOURCES TO PAY FOR SUCH A PROGRAM. THE GRIEVANT HAS EXHAUSTED HER SUBSTANCE ABUSE BENEFITS IN HER HEALTH PLAN, THROUGH PARTICIPATION IN THE HARBOURS CHEMICAL DEPENDENCY PROGRAM, BEGINNING IN APRIL, 1995, THROUGH THE PRESENT.

THE HEALTH CARE PROFESSIONAL MOST FAMILIAR WITH THE GRIEVANT'S CASE HISTORY, AND BEST IN POSITION TO DECIDE THE COURSE OF TREATMENT THE GRIEVANT SHOULD FOLLOW, IS THOMAS E. O'BRIEN, PRIMARY CASE MANAGER OF THE GRIEVANT'S TREATMENT PROGRAM AT THE HARBOURS. IN A LETTER DATED MARCH 27, HE STATES "A ONE YEAR RESIDENTIAL TREATMENT INHOUSE AT THIS TIME IS NOT CLINICALLY INDICATED IN ORDER FOR HER TO MAINTAIN HER SOBRIETY."

AN IMPORTANT PART OF THE AFTERCARE PROGRAM AT THE HARBOURS IS THE WEDNESDAY EVENING MEETING AT THE FACILITY. DURING THE MONTH OF DECEMBER, THE GRIEVANT WAS NOT GIVEN PERMISSION TO ATTEND HER PRESCRIBED MEETINGS, DUE TO HEAVY MAIL VOLUME. SHORTLY THEREAFTER, THE GRIEVANT RELAPSED AND MISSED WORK ON JANUARY 10-12. APWU CONTENDS THAT THE POSTAL SERVICE'S FAILURE TO ALLOW THE GRIEVANT TO FOLLOW THE TREATMENT PROGRAM PRESCRIBED BY HER CASE MANAGER DIRECTLY CONTRIBUTED TO HER RELAPSE IN JANUARY, 1996.

APWU CONTENDS THAT THE "LAST CHANCE AGREEMENT" OFFERED TO THE GRIEVANT WAS DONE MERELY TO CIRCUMVENT PAST PRACTICE IN THE NASHVILLE POST OFFICE TO OFFER "LAST CHANCE AGREEMENTS" TO EMPLOYEES FACING DISCHARGE, UNLESS THE CHARGE IS THEFT OR SELLING DRUGS. THERE IS DISPARATE TREATMENT BETWEEN WHAT CLERK HINDS WAS OFFERED AND WHAT THE GRIEVANT WAS OFFERED IN THE LCA UNDER SIMILAR CIRCUMSTANCES.

JAMES M. GREIN
DIRECTOR, CLERK CRAFT

PLANT MANAGER
AIR MAIL CENTER



April 29, 1996

James M. Grein
Clerk Craft Director
APWU
P. O. Box 290033
Nashville, TN 37229-0033

Re: Step 2 Meeting

This is to confirm our Step 2 meeting for grievance 22796G3, the appellant being Ann Pierce, SSN 376-68-4479. Time limits were extended by mutual consent.

In an effort to resolve the issue, a proposed agreement was offered, however, it was rejected.

After full review of the record of the appellant and the alternatives that have been negotiated and provided her in the past, it is my decision to deny subject grievance. No violation of the collective bargaining agreement has occurred.


Claude Bates
Plant Manager

cc: Grievance file 22796G3

AMERICAN POSTAL WORKERS UNION, AFL-CIO

33-00000 1984

STEP 2 GRIEVANCE APPEAL FORM

1 DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) REMOVAL	CRAFT CLERK	DATE 2-27-96	LOCAL GRIEVANCE # 22796G3	USPS GRIEVANCE #
2 TO USPS STEP 2 DESIGNEE (NAME & TITLE) INSTALLATION HEAD / DESIGNEE	INSTALLATION/SEC. CEN./BMC NASHVILLE TN			PHONE 885-9206
3 FROM: LOCAL UNION (NAME OF) NASHVILLE TN LOCAL 5	ADDRESS P. O. BOX 290033	CITY NASHVILLE	STATE TN	ZIP 37229-0033
4 STEP 2 AUTHORIZED UNION REP. (NAME & TITLE) GREIN, COONS	AREA CODE (615)	PHONE (OFFICE) 885-2833	AREA CODE (615)	PHONE (OTHER) 872-8636
5 LOCAL UNION PRESIDENT BARRY L. SMITH	AREA CODE ()	PHONE (OFFICE) SAME	AREA CODE (615)	PHONE (OTHER) 896-4416

WHERE - WHEN STEP 1 MEETING & DECISION MET WITH

6 UNIT/SEC/BR/STA/OFC AMC	DATE/TIME 2-20-96	USPS REP. - SUPR EDWARDS	GRIEVANT AND/OR STEWARD MORELL
7 STEP 1 DECISION BY (NAME & TITLE) CHESTER EDWARDS, 204B	DATE & TIME 2-20-96		INITIALS
8 GRIEVANT PERSON OR UNION (Last Name First) REDACTED	ADDRESS REDACTED	CITY REDACTED	STATE REDACTED
9 SOCIAL SEC. NO. REDACTED	SERVICE SENIORITY CRAFT REDACTED	FTR - PTR - PTF <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	LEVEL REDACTED
10 JOB# / PAY LOCATION (UNIT/SEC/BR/STA/OFC) 823	WORK LOCATION CITY AND ZIP CODE NASHVILLE 37227	DUTY HRS	OFF DAYS SA SU M T W T F
		LIFETIME SECURITY YES <input type="checkbox"/> NO <input type="checkbox"/>	VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>

646-1854

11 Pursuant to Article 15 of the National Agreement we hereby appeal to Step 2 the following Grievance alleging a Violation of (but not limited to) the following: NATIONAL, (Art./Sec.)
LOCAL MEMO (ART./SEC.) OTHER MANUALS, POLICIES, L/M MINUTES, ETC.

ARTICLE(S) 16, 3, 15, 19, 35, 37

12 DETAILED STATEMENT OF FACTS/CONTENTIONS OF THE GRIEVANT

GRIEVANT WAS GIVEN A NOTICE OF REMOVAL FOR UNSATISFACTORY ATTENDANCE, WHICH IS HARSH, PUNITIVE RATHER THAN CORRECTIVE IN NATURE, PROCEDURALLY DEFECTIVE, AND NOT FOR JUST CAUSE. THE ABSENCES OF 11-95 PRE-DATE THE PRE- ARBITRATION SETTLEMENT OF 1-4-96 AND CAN NOT BE CITED. THE THREE OTHER ABSENCES REALLY ARE ONLY ONE OCCURRENCE. ONE OCCURRENCE OF 20 HOURS DURATION IS NOT SUFFICIENT TO SUSTAIN THE CHARGE LISTED IN THE REMOVAL NOTICE. ARTICLE 35.1 IS VIOLATED. AWOL CHARGE IS IMPROPER.

List of attached papers as identified

13 CORRECTIVE ACTION REQUESTED
RESCIND NOTICE OF REMOVAL AND EXPUNGE FROM ALL RECORDS. PRE-ARB. OF 1-4-96 TO REMAIN IN EFFECT. MAKE CLERK WHOLE FOR ANY LOST WAGES RESULTING FROM THE REMOVAL ACTION.

James M. Grein DCC
SIGNATURE & TITLE OF AUTHORIZED UNION REP.

DISCIPLINE NATURE OF, OR CONTRACT ISSUE NOTICE OF REMOVAL		GRADE CLERK	DATE 2-20-96	LOCAL GRIEVANCE 2279669	USPS GRIEVANCE
UNIT/SEC/STAGE/CFC 3 AT AM (3722)	DATE PRES. 2-20-96	USPS REP-SUPP	GRIEVANT AND/OR S. EDWARD E/MORELL		
DECISION BY (NAME & TITLE) CHESTER EDWARDS		DATE & TIME 7/12/96 2300	INITIALS CE	INITIALING ONLY VERIFIES	
GRIEVANT PERSON OR UNION (Last Name First) APWU		ADDRESS	CITY	STATE	PHONE
SOCIAL SEC. NO. [REDACTED]	SERVICE SENIORITY GRADE	FTA-PTA-PTF CCC	LEVEL	STEP	DUTY MRS
JOB / PAY LOCATION (UNIT/SEC/STAGE/CFC)		WORK LOCATION CITY AND ZIP CODE			OFF DAYS S. Su M T W T F
				LIFETIME SECURITY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	VETERAN <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Pursuant to Article 15 of the National Agreement we hereby appeal to Step 2 the following Grievance alleging a Violation:

LOCAL MEMO (ART. 3, SEC.) OTHER MANUALS, POLICIES, LHM MINUTES, ETC.
VIOLATION OF ARTICLES 3, 16, K, 19, 30 AND LWOLL AND ELM
VIOLATION OF PRE-ARB SETTLEMENT OF 1-04-96

2) Problem: **STATEMENT ENCLOSED**

b) Background:

Documents: **ATTACHED STATEMENT**

Corrective Action: **RE-INSTATE EMPLOYEE WITH FULL PAY OF ANY LO. WAGES AND CONTINUE WITH PRE-ARB. SETTLEMENT OF 1-04- EMPLOYEE RETAINS ALL RIGHTS AS IF NEVER TERMINATED**

Management's Response: **Denial**

February 6, 1996

MEMORANDUM FOR:

Ms. [REDACTED]
Clerk PL: 823
SSN: [REDACTED]
Nashville, TN 37227-9998

SUBJECT:

Notice of Removal (Corrected)

You are hereby notified that you will be removed from the Postal Service on Friday, March 15, 1996, close of business. The reasons for this action are:

CHARGE 1. You are charged with Unsatisfactory Attendance and Undependability in Reporting for Duty as evidenced by the following absences:

DATES:	HOURS:
11/14/95	8.00 AWOL
11/15/95	8.00 USL
01/10/96	3.00 EAL
01/10/96	1.00 AWOL
01/11/96	8.00 AWOL
01/12/96	*8.00 USL

*These absences were used in conjunction with your non-scheduled days and/or holiday.

You have been given ample opportunities to correct your attendance problems. There is little indication that you have made an effort to correct your attendance deficiencies. Your unscheduled absences create an undue hardship on the Postal Service in scheduling a replacement for your absences and, in some instances, overtime may be necessary. The Postal Service has the right to expect you to be regular in attendance. There is, therefore, just cause for this removal action.

Your actions are contrary to the Employee and Labor Relations Manual, Standards of Conduct, which states in part:

Part 511.41 - Unscheduled absences are any absences from work which are not requested and approved in advance.

Ms. Ann C. Pierce
Notice of Removal
February 6, 1996

Page 2

Part 511.43 - Employees are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In addition, employees must provide acceptable evidence for absences when required.

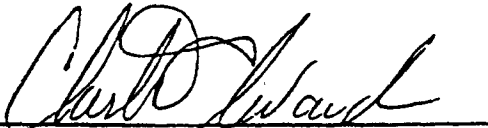
Part 666.81 - Employees are required to be regular in attendance.

In addition, the following elements of your past record have been considered in arriving at the decision to remove you:

- (1) On February 13, 1995, you were issued a 14-day suspension charging you with unsatisfactory attendance and undependability in reporting for duty.

You have the right to appeal this action under the grievance-arbitration procedure set forth in Article 15, Section 2, of the National Agreement within 14 days of your receipt of this notice.

If this action is reversed or modified following a grievance action, back pay may be allowed unless the appropriate award specifies otherwise, but only if you have made reasonable efforts to obtain alternate employment during the potential back pay period. The documentation which you must maintain and present should you later wish to support a back pay claim is described in Part 436 of the Employee and Labor Relations Manual.



Chester Edwards
Acting Supervisor, Distribution Operations

I RECEIVED THE ORIGINAL OF THIS LETTER ON _____

SIGNATURE: _____

TIME: _____

ACTUAL TIME WAS 0015 ON 2-13-96

DB Merrill

Airport Mail Facility
Nashville, TN 37227-9998

February 13, 1995

MEMORANDUM FOR: Ms. [REDACTED]
Registry Clerk PL: 823
SSN: [REDACTED]
Nashville, TN 37227-9992

SUBJECT: NOTICE OF SUSPENSION OF 14 DAYS

You are hereby notified that you will be suspended for a period of 14 calendar days beginning on February 27, 1995. You are to return to duty March 13, 1995.. The reasons for this suspension are:

CHARGE 1: You are charged with Unsatisfactory Attendance and Undependability in Reporting for Duty/AWOL.

<u>DATE:</u>	<u>HOURS:</u>
10/24/94	*8.00 AWOL
01/13/95	3.00 AWOL
01/27/95	*8.00 AWOL

*These absences were used in conjunction with your non-scheduled days and or holiday.

You have been given ample opportunities to correct your attendance problems. There is little indication that you have made an effort to correct your attendance deficiencies. Your unscheduled absences create an undue hardship on the Postal Service in scheduling a replacement for your absences and, in some instances, overtime may be necessary. The Postal Service has the right to expect you to be regular in attendance. There is, therefore, just cause for this suspension.

Your actions are contrary to the Employee and Labor Relations Manual, Standards of Conduct, which states in part as follows:

Ms. Ann C. Pierce
14-Day Suspension
February 13, 1995

Page 2

Part 513.64 - An absence which is disapproved is charged as LWOP and may be administratively considered as AWOL.

Part 511.41 - Unscheduled absences are any absences from work which are not requested and approved in advance.

Part 511.43 - Employees are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences . . .

In addition, the following elements of your past record have been considered in arriving at this decision.

1. On March 18, 1994, you were issued a letter of warning for unsatisfactory attendance and undependability in reporting for duty.
2. On September 2, 1994, you were issued a 7-day suspension charging you with unsatisfactory attendance and undependability in reporting for duty.

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 14 days of receipt of this notice.



Chester Edwards
Acting Supervisor, Distribution Operations -- AMC

I RECEIVED THE ORIGINAL OF THIS LETTER ON 2-13-95

SIGNATURE: ~~[Signature]~~ TIME: 1720

511.3 Eligibility

511.31 Covered

Covered by the leave program are:

- a. Full-time employees.
- b. Part-time regular employees.
- c. Part-time flexible employees.
- d. To the extent provided in the NRLCA Agreement, temporary employees assigned to rural carrier duties.

511.32 Not Covered

Not covered by the leave program are:

- a. Postmaster relief/leave replacements, noncareer officers-in-charge, and other temporary employees except as in described in 511.31d above.
- b. Casual employees.
- c. Individuals who work on a fee or contract basis, such as job cleaners.

511.4 Unscheduled Absence

511.41 Definition

Unscheduled absences are any absences from work that are not requested and approved in advance.

511.42 Management Responsibilities

To control unscheduled absences, postal officials:

- a. Inform employees of leave regulations.
- b. Discuss attendance records with individual employees when warranted.
- c. Maintain and review Forms 3972, *Absence Analysis*, and Forms 3971.

511.43 Employee Responsibilities

Employees are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In addition, employees must provide acceptable evidence for absences when required.

512 Annual Leave

512.1 General

512.11 Purpose

Annual leave is provided to employees for rest, recreation, and for personal and emergency purposes.

666.8 Attendance

666.81 Requirement for Attendance

Employees are required to be regular in attendance.

666.82 Absence Without Permission

Employees failing to report for duty on scheduled days, including Saturdays, Sundays, and holidays, will be considered absent without leave except in actual emergencies which prevent obtaining permission in advance. In emergencies, the supervisor or proper official will be notified as soon as the inability to report for duty becomes apparent. Satisfactory evidence of the emergency must be furnished later. An employee who is absent without permission or fails to provide satisfactory evidence that an emergency existed will be placed in a nonpay status for the period of such absence. The absence will be reported to the appropriate authority.

666.83 Tardiness

Any employee failing to report by the scheduled time when time recorders are not used is considered tardy. Tardiness in units or installations equipped with time recorders is defined as being any deviation from schedule.

666.84 Falsification in Recording Time

Recording the time for another employee constitutes falsification of a report. Any employee knowingly involved in such a procedure is subject to removal or other discipline. Failure of a supervisor to report known late arrivals is regarded as condoning falsification.

666.85 Incomplete Mail Disposition

It is a criminal act for anyone who has taken charge of any mail to quit voluntarily or desert the mail before making proper disposition.

666.86 Disciplinary Action

Postal officials will take appropriate disciplinary measures to correct violations of these requirements.

667 Legal Assistance Provided by the Postal Service

667.1 Defense of Civil Suits Against Postal Service Employees Arising Out of Their Operation of Motor Vehicles

667.11 Coverage

This section contains the procedure to be followed by Postal Service employees (hereby defined to include present and former employees or their estates) against whom a civil action for damage to property or for personal injury or death is brought, arising out of the employee's operation of a motor vehicle in the scope of that person's employment. Under the Federal Drivers Act (28 U.S.C. 2679(b)-(d)), employees who are found to have acted in the

3-28-96

In recording the events which led to my removal from the USPS on 3-15-96, I feel some background information is pertinent.

I have had a substance abuse problem for a few years. This led to my volunteering to go to the Harbours on 4-22-95 thru 5-12-95.

After I completed this treatment program, I continued to be involved in recovery by attending their Aftercare program on Wednesday nights.

In October 1995, I also started seeing Dr. Sam Sells, a psychiatrist at Vanderbilt, who is treating me for depression.

On Nov. 4, 1995 I had a short-lived relapse and missed 2 days of work. (1 day AWOL - 1 day USL)

Approximately 1 week later I was told by Chester Edwards (204B) that I would not be able to attend my weekly Aftercare meetings for the month of December. The hectic activity at the AMC during the Christmas rush warranted my putting my recovery on hold. I was told I could schedule DL to attend them once again in Jan.

During the Christmas holidays I also ended an 11 year relationship. Regrettably, at this time I also discontinued the anti-depressant Dr. Sells had prescribed for me.

On 1-4-96, I agreed to a pre-arbitration agreement (copy enclosed) to settle a grievance scheduled for an arbitration hearing the next week. I was very stressed out about this hearing.

I believe all these events led up to another relapse which resulted in a 2 1/2 day absence from work, (Jan 10-12, 1996)

On Jan 10th I went to visit a friend of mine who lives off of a gravel road off River Road. We had had a significant snowfall a couple of days earlier and the melting snow and runoff had caused some deterioration of the roadway. While backing out of her driveway, my 1984 Grand Marquis slid into the ditch on the far side of the road. We waited till her neighbor (the one with the truck and hitch) came home from work, and he pulled me out. I then went to the AMC and told Chester Edwards (204B) what had happened. At 1900 I left for Aftercare. This was the first week I was allowed SSL to resume Aftercare.

As a rule I enjoy the Harbours Aftercare very much, and I look forward to going every week. This night, I was having some real problems, and I should have talked about them in the 1 1/2 hour discussion group, but I am shy about talking in front of people I don't know. It had been 6 weeks since I had attended Aftercare, and there were too many new faces and not enough old faces for me to be comfortable opening up.

Instead of focusing on recovery, I was focusing on all my problems, and that thinking led me to seek relief.

I did not return to work that night after Aftercare, causing 1 hour AWOL.

MEDICAL CERTIFICATE

(For the purpose of filing for Unemployment Insurance Benefits)



Claimant Name	Social Security Number	Date
XXXXXXXXXX	XXXXXXXXXX	3/27/96

I. Dates of Treatment

This is to certify to the Tennessee Department of Employment Security that the above named individual has been under my treatment from Oct '95 to present
(date first treated for the condition) (date last treated for the condition)

II. Nature of Medical Condition or Injury

The individual was treated for depression
(common name of medical condition or injury)

Circle One

- Y (N) Was the injury or condition serious enough to necessitate leaving usual work?
If Yes, for what period of time _____ to _____
(enter date) (enter date)
- Y (N) Was the injury or condition caused by the individual's employment?

III. Release/Restrictions (If any)

Circle One

- Y (N) The individual was released _____
(enter date)
- (Y) (N) In my opinion the individual is able to return to usual duties.
If Yes, enter specific date individual became able to return to usual duties: immediately
(enter date)
- If No, enter estimated date individual is expected to be able to return to usual duties: _____
(enter date)
- Y (N) The individual is able to work with the following restrictions:

Comments:

IV. Authority

Return by: 3/28/96

Attn: Fed. Unit
(Local Office Stamp)

Nashville/Metro Office
In Dept of Employment Sec
Nashville, Tn 37245-3700

Signed: Sam R. Sells (M.D.) (D.O.)
Date: 3/27/96 Other: _____
(Please specify)

Print Medical Practitioner's Name: SAM R. SELLS

Address: 1500 21st Avenue, South #20
Nashville TN

Telephone: (615) 343-2565

THE HARBOURS

March 27, 1996

TO WHOM IT MAY CONCERN:

RE: ~~John [redacted]~~

Ann was admitted to The Harbours on April 22, 1995 and was discharged on May 12, 1995. She successfully completed our treatment program and is attending our Aftercare Program on Wednesday evenings, and has been since her discharge last May.

A one year Residential Treatment Inhouse at this time is not clinically indicated in order for her to maintain her sobriety.

For further information or questions regarding this matter, please contact me.

Sincerely,

Thomas E. O'Brien BA/CAC

Thomas E. O'Brien BA/CAC
Primary Case Manager

cc: file

TEO/cr

CONFIDENTIAL

THE HARBOURS

December 1, 1995

RE: ~~Ann Pierce~~

To Whom It May Concern:

This letter is to inform you that Ann Pierce successfully completed treatment for chemical dependency at The Harbours. Ms. Pierce was admitted on April 24, 1995 and was discharged on May 12, 1995. Ms. Pierce has been attending the continuing care program at the Harbours on Wednesday evenings from 7:00 PM to 9:00 PM to support her recovery. She has had perfect attendance and this is part of the follow-up treatment that she needs. The Post Office Department has in the past provided approval for this continued care as a part of a patients recovery.

If you have any questions, please feel free to call me at 373-8700.

Sincerely,

Gene Wright/k

Gene Wright, CAODAC, MA
- Primary Counselor -

THE HARBOURS

6/22/95

MA. Beth Coors
APWU
U.S. Postal Service
Nashville, TN -

Re: ~~_____~~

Dear Ms. Coors:

Ann Pierce sought treatment here voluntarily for chemical dependence. She came here to stop unmanageability in her life, such as: personal, financial + employment. While she was here, she repeatedly demonstrated the following things: positive attitude, honesty, determination and a willingness to change. She wanted to not only return herself to being a productive employee, but also to become the person she could be, drug free. Like most of my clients, she was missing work at times and unhappy about that, because she has a very strong work ethic when sober and loves her job. As Ann recovers, she will gradually become a great employee.

She completed our program successfully, in toto. She did all that we asked her + more. I believe that she is on the right track. She has sober family support, attends AA + NA meetings like she is supposed to and participates still in our weekly aftercare program. I see her at least once per week and she calls on the phone also. I believe that she is doing just exactly what a recovering person should be doing. That is what our program is for: To get someone back to being a whole person + good employee. I would recommend that you assist her in keeping her job - if you have questions please call me -

Sincerely,
Thomas E. Owen, M.D., C.C.
Medical Director

Award Recommendation/Authorization

Suggestion Number

01

Employee Name (Last, First, MI) XXXXXXXXXX	SSN XXXXXXXXXX	Employee Installation (City, State, ZIP + 4) Nashville, TN 37227-9998			Finance Number 47-6146	
Employee Position Title Registry Clerk	Salary Schedule Grade/Step	Category Code *	Benefits **	Account Number	Sub. Acct. Number	Gross Amount \$100.00

* Category Codes/Type of Awards:

- | | |
|--|--|
| <input type="checkbox"/> 11 - Employee Suggestion (Measurable Benefits) | <input checked="" type="checkbox"/> 22 - Special Achievement Award |
| <input type="checkbox"/> 12 - Employee Suggestion (Six-Month Evaluation) | <input type="checkbox"/> 23 - Meritorious Service Award |
| <input type="checkbox"/> 15 - Employee Suggestion (Nonmeasurable Benefits) | <input type="checkbox"/> 24 - Distinguished Service Award |
| <input type="checkbox"/> 20 - Quality Step Increase # | <input type="checkbox"/> 30 - Other |
| <input type="checkbox"/> 21 - Certificate of Appreciation # | |

** Show benefits only for Category 11. Exception: If the amount shown originally is changed by the six-month evaluation, show the addition (or reduction) for category 12.

NOTE: For Quality Step Increase and Certificate of Appreciation awards do not send original to the Minneapolis Information Service Center.

Brief Analysis of Improvement or Estimated First-Year Savings, or Basis for Incentive Award:

This employee's year to date accomplishments has far exceeded the requirements set forth by the USPS for completing the job in a good and timely manner.

On October 12, 1995, this employee, along with co-workers, were faced with processing and dispatching over 7200 pieces of destinating and 21,000 pieces of outgoing mail. This employee put every effort into seeing that our service commitments were met.

The success in our meeting service goals at the Air Mail Center is the result of this employee's dedication and hard work.

Ann Pierce was instrumental in reaching performance goals and meeting our service commitments.

I request a \$100.00 cash award along with a Special Achievement Award in recognition of the outstanding performance displayed under adverse conditions.

Recommended By (Typed Name and Signature) Thomas Walker <i>Thomas E. Walker</i>	Title Supervisor, Distribution Operations	Date 10/30/95
Adoption Authorized By (Typed Name and Signature) Joan Trammell <i>Joan Trammell</i>	Title Air Transportation Specialist	Date 10/30/95
Approved By (Typed Name and Signature) Claude Bates <i>Claude Bates</i>	Title Plant Manager	Date 10/30/95

Leave Year 1996 (Plus Pay Period 01 of 1996) Instructions

1996-A

Using the codes below, and the hours involved, post current and previous quarters. Precede with letter "F" when absence is recorded as Family Medical Leave Act (FMLA) and with "U" when absence is recorded as unscheduled on Form 3971. Post additional quarters if circumstances warrant. This form may also be used on an ongoing basis. On the reverse of this form, the employee's supervisor records attendance-related actions; e.g., review of attendance, commendations, restricted sick leave, Letters of Warning, suspensions, etc. A running total of FMLA hours used may be kept on the reverse side of this form.

- | | | | | | |
|----------------------------|-------|--------------------------|-------|--|------|
| Absent from Schedule OT | AOT* | Emergency AL | EAL* | Sick Leave | SL |
| Absent Without Leave | AWOL* | Family Medical Leave Act | FMLA | Sick Leave/Dependent Care | SLDC |
| Annual Leave | AL | Holiday Leave | H | | |
| Annual Leave in Lieu of SL | SAL* | Late Reporting | L* | *Note: These are not separate leave categories, but a distinction is made for the purpose of analysis. | |
| Administrative Leave | ADL | Leave Without Pay | LWOP | | |
| Continuation of Pay | COP | LWOP in Lieu of SL | SWOP* | | |
| Court Leave | CL | Military Leave | ML | | |

Pay Period			Week 1							Week 2						
No.	From (Date)	To (Date)	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri
1	Dec. 23	Jan. 05	23	24	H 25	26	27	28	29	30	31	H 01	02	03	04	05
2	Jan. 06	Jan. 19	06	07	08	09	10	11	12	13	14	H 15	16	17	18	19
3	Jan. 20	Feb. 02	20	21	22	23	24	25	26	27	28	29	30	31	01	02
4	Feb. 03	Feb. 16	03	04	05	06	07	08	09	10	11	12	13	14	15	16
5	Feb. 17	Mar. 01	17	18	H 19	20	21	22	23	24	25	26	27	28	29	01
6	Mar. 02	Mar. 15	02	03	04	05	06	07	08	09	10	11	12	13	14	15
7	Mar. 16	Mar. 29	16	17	18	19	20	21	22	23	24	25	26	27	28	29
8	Mar. 30	Apr. 12	30	31	01	02	03	04	05	06	07	08	09	10	11	12
9	Apr. 13	Apr. 26	13	14	15	16	17	18	19	20	21	22	23	24	25	26
10	Apr. 27	May 10	27	28	29	30	01	02	03	04	05	06	07	08	09	10
11	May 11	May 24	11	12	13	14	15	16	17	18	19	20	21	22	23	24
12	May 25	June 07	25	26	H 27	28	29	30	31	01	02	03	04	05	06	07
13	June 08	June 21	08	09	10	11	12	13	14	15	16	17	18	19	20	21
14	June 22	July 05	22	23	24	25	26	27	28	29	30	01	02	03	H 04	05
15	July 06	July 19	06	07	08	09	10	11	12	13	14	15	16	17	18	19

Leave Year 1996 (Plus Pay Period 01 of 1996)

Instructions

1996-B

Using the codes below, and the hours involved, post current and previous quarters. Precede with "F" when absence is recorded as Family Medical Leave Act (FMLA) and with "U" when absence is recorded as unscheduled on Form 3971. Post additional quarters if circumstances warrant. This form may also be used on an ongoing basis. On the reverse of this form, the employee's supervisor records attendance-related actions; e.g., review of attendance, commendations, restricted sick leave, Letters of Warning, suspensions, etc. A running total of FMLA hours used may be kept on the reverse side of this form.

Absent from Schedule OT
Absent Without Leave
Annual Leave
Annual Leave in Lieu of SL
Administrative Leave
Continuation of Pay
Court Leave

AOT*
AWOL*
AL
SAL*
ADL
COP
CL

Emergency AL
Family Medical Leave Act
Holiday Leave
Late Reporting
Leave Without Pay
LWOP in Lieu of SL
Military Leave

EAL*
FMLA
H
L*
LWOP
SWOP*
ML

Sick Leave
Sick Leave/Dependent Care
SL
SLDC

*Note: These are not separate leave categories, but a distinction is made for the purpose of analysis.

Pay Period			Week 1							Week 2						
No.	From (Date)	To (Date)	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri
1	Dec. 23	Jan. 05	23	24	H 25	26	27	28	29	30	31	H 01	02	03	04	05
2	Jan. 06	Jan. 19	06	07	08	09	10	11	12	13	14	H 15	16	17	18	19
3	Jan. 20	Feb. 02	20	21	22	23	24	25	26	27	28	29	30	31	01	02
4	Feb. 03	Feb. 16	03	04	05	06	07	08	09	10	11	12	13	14	15	16
5	Feb. 17	Mar. 01	17	18	H 19	20	21	22	23	24	25	26	27	28	29	01
6	Mar. 02	Mar. 15	02	03	04	05	06	07	08	09	10	11	12	13	14	15
7	Mar. 16	Mar. 29	16	17	18	19	20	21	22	23	24	25	26	27	28	29
8	Mar. 30	Apr. 12	30	31	01	02	03	04	05	06	07	08	09	10	11	12
9	Apr. 13	Apr. 26	13	14	15	16	17	18	19	20	21	22	23	24	25	26
10	Apr. 27	May 10	27	28	29	30	01	02	03	04	05	06	07	08	09	10
11	May 11	May 24	11	12	13	14	15	16	17	18	19	20	21	22	23	24
12	May 25	June 07	25	26	H 27	28	29	30	31	01	02	03	04	05	06	07
13	June 08	June 21	08	09	10	11	12	13	14	15	16	17	18	19	20	21
14	June 22	July 05	22	23	24	25	26	27	28	29	30	01	02	03	H 04	05
15	July 06	July 19	06	07	08	09	10	11	12	13	14	15	16	17	18	19

Leave Year 1995

Instructions

Using the codes below, and the hours involved, post current and previous quarters. Precede code with letter "U" when absence is recorded as scheduled on Form 3971. Post additional quarters if circumstances warrant. This form may also be used on an ongoing basis. On the reverse of this form, the employee's supervisor records attendance-related actions; e.g., review of attendance, commendations, restricted sick leave, Letters of Warning, suspensions, etc.

1995 P.1

Absent from Schedule OT
Absent Without Leave
Annual Leave
Annual Leave in Lieu of SL
Administrative Leave
Continuation of Pay

AOT*
AWOL*
AL
SAL*
ADL
COP*

Sick Leave
Emergency A
Holiday Leave
Late Reporting
Leave Without Pay
LWOP in Lieu of SL

CL
EAL*
H
L*
LWOP
SWOP*

Military Leave
Sick Leave
ML
SL
*Note: These are not separate leave categories, but a distinction is made for the purpose of analysis.

Pay Period			Week 1							Week 2						
No.	From (Date)	To (Date)	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri
1	Dec. 24	Jan. 6	24 H	25	26 H	27 1547	28 1547	29 1547	30 1547	31 H	1	2	3	4	5	6
2	Jan. 7	Jan. 20	7	8 40	9	10	11	12	13 300	14	15 H	16	17	18	19	20
3	Jan. 21	Feb. 3	21	22	23	24	25	26	27 8	28	29	30	31	1	2	3
4	Feb. 4	Feb. 17	4	5	6	7	8	9 8	10 8	11	12	13	14	15	16	17
5	Feb. 18	Mar. 3	18	19 H	20	21	22	23	24	25	26	27	28	1	2	3
6	Mar. 4	Mar. 17	4	5	6	7	8	9	10	11	12	13	14	15	16	17
7	Mar. 18	Mar. 31	18	19	20	21	22	23	24	25	26	27	28	29	30	31
8	Apr. 1	Apr. 14	1	2	3	4	5 2AL	6	7 2AL	8	9	10	11	12	13	14
9	Apr. 15	Apr. 28	15	16	17	18	19 2AL	20 3AL	21 8	22	23 8	24 8	25 8	26 7	27 8	28 8
10	Apr. 29	May 12	29	30	1	2	3	4	5 8	6	7	8	9 8	10 8	11 8	12 8
11	May 13	May 26	13	14	15	16	17 HAL	18	19	20	21	22	23	24	25	26
12	May 27	June 9	27	28 H	29	30	31	1	2	3	4	5	6	7	8	9
13	June 10	June 23	10	11	12	13	14	15	16	17	18	19	20	21 4	22 8	23
14	June 24	July 7	24	25	26	27	28	29	30	1	2	3	4 H	5	6	7
15	July 8	July 21	8	9	10	11	12	13	14	15	16	17	18	19 4	20	21

(Employee's Name)

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Pay Period			Week 1							Week 2						
No.	From (Date)	To (Date)	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri
5	July 22	Aug. 4	22	23	24	25	26	27	28	29	30	31	1	2	3	4
17	Aug. 5	Aug. 18	5	6	7	8	9	10	11	12	13	14	15	16	17	18
18	Aug. 19	Sept. 1	19	20	21	22	23	24	25	26	27	28	29	30	31	1
19	Sept. 2	Sept. 15	2	3	H 4	5	6	7	8	9	10	11	12	13	14	15
20	Sept. 16	Sept. 29	16	17	18	19	20	21	22	23	24	25	26	27	28	29
21	Sept. 30	Oct. 13	30	1	2	3	4	5	6	7	8	H 9	10	11	12	13
22	Oct. 14	Oct. 27	14	15	16	17	18	19	20	21	22	23	24	25	26	27
23	Oct. 28	Nov. 10	28	29	30	31	1	2	3	4	5	6	7	8	9	10
24	Nov. 11	Nov. 24	H 11	12	13	14	15	16	17	18	19	20	21	22	H 23	24
25	Nov. 25	Dec. 8	26	27	28	29	30	1	2	3	4	5	6	7	8	9
26	Dec. 9	Dec. 22	9	10	11	12	13	14	15	16	17	18	19	20	21	22

Attendance Related Actions & Dates (See Instructions)

Reviewing Supervisor's Comments, Signature & Date

AWOL 1-13-95 from 8:50
up to!

Jan.

Feb.

ETH 2/13/95

March

April

May

June

July

Aug.

AWOL 11-14 1-1-95

Sept.

Oct.

Nov.

Dec.

Leave Year 1994

Instructions

Using the codes below, and the hours involved, post current and previous quarters. Precede code with letter "U" when absence is recorded as unscheduled on Form 3971. Post additional quarters if circumstances warrant. This form may also be used on an ongoing basis. On the reverse of this form, the employee's supervisor records attendance-related actions; e.g., pay of absence, commendations, restricted sick leave, Letters of Warning, suspensions, etc.

1994 - P1

Absent from Schedule OT
Absent Without Leave
Annual Leave
Annual Leave in Lieu of SL
Administrative Leave
Continuation of Pay

AOT
AWOL
AL
SAL
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COP

Court Leave
Emergency AL
Holiday Leave
Late Reporting
Leave Without Pay
LWOP in Lieu of SL

CL
EAL
H
L
LWOP
SWOP

Military Leave
Sick Leave

ML
SL

*Note: These are not separate leave categories, but a distinction is made for the purpose of analysis.

Pay Period			Week 1							Week 2						
No.	From (Date)	To (Date)	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri
1	Dec. 25	Jan. 7	H 26	26	27	28	29	30	31	H 1	2	3	4	5	6	7
2	Jan. 8	Jan. 21	8	9	10	11	12	13	14	15	16	H 17	18	19	20	21
3	Jan. 22	Feb. 4	22	23	24	25	26	27	28	29	30	31	1	2	3	4
4	Feb. 5	Feb. 18	5	6	7	8	9	10	11	12	13	14	15	16	17	18
5	Feb. 19	Mar. 4	19	20	H 21	22	23	24	25	26	27	28	1	2	3	4
6	Mar. 5	Mar. 18	5	6	7	8	9	10	11	12	13	14	15	16	17	18
7	Mar. 19	Apr. 1	19	20	21	22	23	24	25	26	27	28	29	30	31	1
8	Apr. 2	Apr. 15	2	3	4	5	6	7	8	9	10	11	12	13	14	15
9	Apr. 16	Apr. 29	16	17	18	19	20	21	22	23	24	25	26	27	28	29
10	Apr. 30	May 13	30	1	2	3	4	5	6	7	8	9	10	11	12	13
11	May 14	May 27	14	15	16	17	18	19	20	21	22	23	24	25	26	27
12	May 28	June 10	28	29	H 30	31	1	2	3	4	5	6	7	8	9	10
14	June 11	June 24	11	12	13	14	15	16	17	18	19	20	21	22	23	24
14	June 25	July 8	25	26	27	28	29	30	1/2 31	1	2	H 3	4	5	6	7
15	July 9	July 22	9	10	11	12	13	14	15	16	17	18	19	20	21	22

[Handwritten signature]

(Employee's Name)

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8A

Pay Period			Week 1							Week 2						
No.	From (Date)	To (Date)	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri
16	July 23	Aug. 5	25	26	25	26	27	28	29	30	31	1	2	3	4	5
17	Aug. 6	Aug. 19	6	7	8	9	10	11	12	13	14	15	16	17	18	19
18	Aug. 20	Sept. 2	20	21	22	23	24	25	26	27	28	29	30	31	1	2
19	Sept. 3	Sept. 16	3	4	H 5	6	7	8	9	10	11	12	13	14	15	16
20	Sept. 17	Sept. 30	17	18	19	20	21	22	23	24	25	26	27	28	29	30
21	Oct. 1	Oct. 14	1	2	3	4	5	6	7	8	9	H 10	11	12	13	14
22	Oct. 15	Oct. 28	15	16	17	18	19	20	21	22	23	24	25	26	27	28
23	Oct. 29	Nov. 11	29	30	31	1	2	3	4	5	6	7	8	9	10	H 11
24	Nov. 12	Nov. 25	12	13	14	15	16	17	18	19	20	21	22	23	H 24	25
25	Nov. 26	Dec. 9	26	27	28	29	30	1	2	3	4	5	6	7	8	9
26	Dec. 10	Dec. 23	10	11	12	13	14	15	16	17	18	19	20	21	22	23

Attendance Related Actions & Dates (See Instructions)	Reviewing Supervisor's Comments, Signature & Date
	Jan.
	Feb.
	March
	April
	May
	June
	July
	Aug.
	Sept.
	Oct.
	Nov.
	Dec.