



M-00753

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Entant Plaza, SW
Washington, DC 20260-4100

March 26, 1987

Mr. Lawrence G. Hutchins
Vice President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N. W.
Washington, DC 20001-2197

Re: R. Reyna
Berkeley, CA 94704-9998
H4N-5C-D 3931

Dear Mr. Hutchins:

On March 25, 1987, we held a prearbitration discussion of the above-captioned grievance.

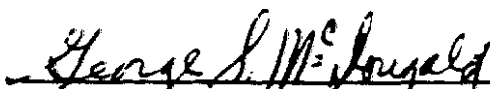
This grievance involves whether the grievant, a part-time flexible employee, who was issued a notice of proposed removal should have been compensated during the thirty-day advance notice period.


During our discussion, we agreed that in full and final settlement of this case, the grievant is to be compensated 2 or 4 hours per pay period as applicable pursuant to Article 8.8.C during the advance notice period at the applicable straight time rate.

We also agreed that this settlement has no impact on the removal action which has been finalized.

Please sign and return a copy of this letter as acknowledgment of your agreement to the above settlement.

Sincerely,


George S. McDougald
General Manager
Grievance & Arbitration
Division


Lawrence G. Hutchins
Vice President
National Association of Letter
Carriers



UNITED STATES POSTAL SERVICE
Western Regional Office
San Bruno, CA 94099-0001

M-00753

July 9, 1985

Mr. Brian Farris
National Business Agent
NALC, AFL-CIO
1124 W. Chapman
Orange, CA 92668-3898

Berkeley, CA
NALC/R. Reyna
W4N-5C-D 3931

Dear Mr. Farris:

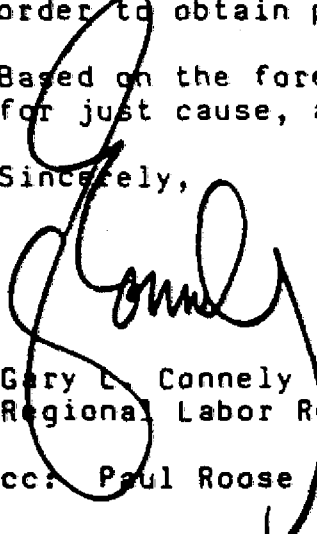
In a Step 3 meeting concluded on July 2, 1985 between your designee Branch 1111 President Paul Roose and myself, the above-captioned grievance was denied.

The grievance arose when local management issued the grievant an Advance Notice of Discharge, dated March 7, 1985 for falsification of his employment application.

A review of the record of evidence discloses that the grievant answered "no" to the question "Have you ever been convicted of an offense against the law?" when he completed his employment application on November 27, 1984. A subsequent investigation disclosed that the grievant had been convicted of four (4) assaults, vandalism, and disobeying a police officer. In fact, the union's Step 3 appeal admits that the grievant intentionally falsified his application in order to obtain postal employment.

Based on the foregoing, the removal notice was correct, for just cause, and did not violate the National Agreement.

Sincerely,



Gary L. Connely
Regional Labor Relations Specialist

cc: Paul Roose

JUL 12 1985

DATE **5-16-85**

TO REGIONAL DIRECTOR, EMPLOYEE AND LABOR RELATIONS
 UNITED STATES POSTAL SERVICE
 850 Cherry Ave.
 San Bruno, Ca. 94099

FROM **BRANCH PRESIDENT**
 Branch 1111
 13425 San Pablo Ave.
 Richmond, CA. 94805

M-00753

BRANCH GR.#	GRIEVANT'S NAME	GRIEVANT'S S.S.#	JOB CLASSIFICATION	STATION
280685C	Robert Reyna	[REDACTED]	Letter Carrier	Berkeley Main Office

PURSUANT TO ARTICLE XV, SECTION 2 OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 3 THE DECISION AT STEP 2 OF THE POSTMASTER OR DESIGNEE **Thomas D. Ingram, Manager, Customer Services** OF THE **Berkeley, CA** INSTALLATION, RENDERED ON **4-30-85** AND RECEIVED ON **5-2-85**

ATTACHMENTS (CHECK) STANDARD GRIEVANCE FORM STEP 2 DECISION UNION CORRECTIONS OR ADDITIONS TO STEP 2 DECISION (IF FILED)

THE FOLLOWING INFORMATION WILL HOPEFULLY ASSIST THE PARTIES IN QUICKLY RESOLVING THIS PROBLEM TO DISCUSS THIS GRIEVANCE FURTHER, KINDLY CONTACT OUR NATIONAL BUSINESS AGENT **Brian Parris**

AT (ADDRESS) **1124 West Chapman Ave.** OR BY PHONE **Orange, Ca. 92668**

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART & SECT.) **16.1** LOCAL (ART & SECT.) **P 11 sec. 313,315**

REASONS FOR APPEAL: Further investigation has shown that the grievant was unable to secure postal employment by listing his arrest record, so he chose to omit this information from his Berkeley application. He did so in order to show that he in fact could perform efficiently and productively as a letter carrier, which he did for the period of time he worked. While this may constitute a serious judgment of error, it should not constitute grounds for summary discharge.

Moreover, the grievant was not kept on the job or on the clock for 30 days after he received the Advance Notice of Discharge on March 7, 1985. He was immediately placed in a non-pay status, a violation of Article 16.5.

CORRECTIVE ACTION REQUESTED: Rescind the Advance Notice of Discharge, and make the grievant whole, including but not limited to full payment plus interest for the 30-day period commencing March 7, 1985.

MAY 20 1985

NATIONAL BUSINESS AGENT NALC POSTMASTER

Paul D. Roose
 BRANCH PRESIDENT/DESIGNEE

Paul D. Roose
 SIGNATURE



UNITED STATES POST OFFICE

Berkeley, CA 94704-9991

DATE April 30, 1985
OUR REF. MCS:TDI:jh/M-77(10)/E54/0426
SUBJECT Step II Hearing - Grievance #2M0685C
Robert Reyna

M-00753

TO: Paul Roose
President, NALC
Branch IIII
12425 San Pablo Avenue
Richmond, CA 94805

RECEIVED

MAY 2 1985

N.A.L.C. BR. 1111

On April 22, 1985, a Step II Hearing was held on the above subject's grievance. All of the relevant facts were understood by me.

Mr. Reyna, the grievant, received an Advance Notice of Discharge for Falsification of Application. The Union contends that the grievant did not falsify the application. The Union further states that the grievant made an error on his latest application which was not deliberate.

As discussed in the Step II Hearing, the grievant, when asked by management why he had not entered all of the pertinent information on his application and that he had not checked Line #18 (Offenses Committed), he stated that he had previously submitted an earlier application to another office and was turned down. He further explained that he did not put this information on the Berkeley application because he wanted to show that he could do the job as a carrier. During the Step II Hearing, it was noted that the charges of offense were from 1975 to 1981.

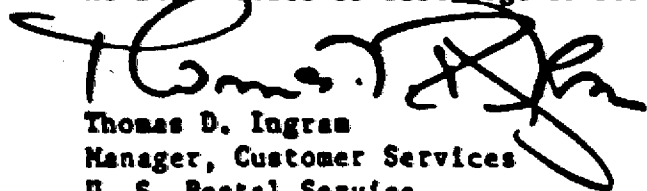
In reviewing the application of the grievant, both management and the Union representatives, observed two applications from the grievant - one from the Berkeley office and one from the Oakland office; the grievant failed to correctly check Line #18 on both of these applications.

The Union representative presented a piece of paper showing that the grievant had entered the offensive charges and had attached the same to one of his applications for Oakland employment, and had a correction on Line #18. In an interview with management, the grievant indicated that he did this because someone told him to put down the truth and not to lie. This then indicates that the grievant was aware to not falsify his job application. The grievant did not make an error on his application; he knew what he was doing when he filled out the same.

Paul. Roose
Step II Hearing - Grievance #2M0685C
Robert Rayna
Page 2
April 30, 1985

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It is my determination, after a careful review of all the facts, that the Advance Notice of Discharge is sustained. The grievance is denied.



Thomas D. Ingram
Manager, Customer Services
U. S. Postal Service
Berkeley, CA 94704-9991

UNITED STATES POST OFFICE

Berkeley, CA 94704

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DATE: March 7, 1985

REF: SDC:HJG:jjb

SUBJECT: Advance Notice of Discharge

TO: Robert A. Reyna SSN [REDACTED]
Part-Time Flexible Carrier
Berkeley, CA 94704-9998

You are hereby given thirty days' advance written notice of discharge from the Postal Service. Based upon the facts set forth below, there is reason to believe your removal is justified for the following reason:

Charge Number 1: Falsification of Application (For Employment)

On your PS Form 2591 dated November 27, 1984 under Item #18, you checked off "No" to the question: "Have you ever been convicted of an offense against the law?" However, additional information received from the MSC indicated that you had several offenses against the law from 1975 to 1978.

Your attention is directed to the fact that, in accordance with Section 2 of Article XV of the National Agreement, you have fourteen days from the date of receipt of this notice in which to file a grievance concerning the action.

If you appeal this action, you will remain on the rolls in a non-pay, non-duty status after the effective date of this action, until final disposition of your case has been decided either by settlement or through exhaustion of your administrative remedies.


for: Henry J. Gaudet
Supervisor, Delivery and Collection
Berkeley, CA 94704-9998



M-00753

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

Mr. Neil N. Bernstein
Reichman and Bernstein
1010 Market Street, Suite 1640
St. Louis, MO 63101-2011

* 101

Dear Mr. Bernstein:

Listed below are the date, time, and location of the grievance case the parties have agreed to arbitrate before you:

<u>DATE & TIME</u>	<u>CASE NUMBER</u>	<u>LOCATION</u>
03/27/87 10:00 a.m.	H4N-5C-D 3931	Room 1P629 USPS Headquarters 475 L'Enfant Plaza, S.W. Washington, DC 20260-4126

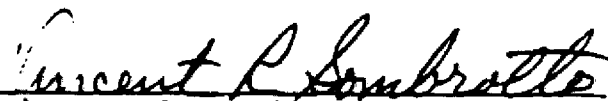
In the event that the aforementioned case is settled or otherwise disposed of prior to the above date, the parties have agreed to utilize the hearing date as scheduled and to substitute the following back-up case:

H1N-1J-C 23247

This scheduling letter does not constitute a waiver by either party of any issue of arbitrability or timeliness as it relates to the appeal and certification requirements of Article 15 of the Agreement; it is for the sole purpose of bringing this case before an arbitrator.

Sincerely,


Thomas J. Britsch
Assistant Postmaster General


Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO

cc: Mr. Neill, APWU - w/copy of Step 4 decisions

Lawrence G. Hutchins
Vice President

Richard P. O'Connell
Secretary-Treasurer

Helene Overby
Secretary-Treasurer

Brian D. Farris
Director, City Delivery

George Davis, Jr.
Director, Safety & Health



OF LETTER CARRIERS

Vincent R. Sombrotto
President

Robert Vincenzi
Director, Health Insurance

Walter E. Couillard
Director of Retired Members

BOARD OF TRUSTEES

James G. Souza, Jr.

James Worsham

Michael J. O'Connor

100 Indiana Avenue, N.W. Washington, D.C. 20001
Telephone (202) 393-4695

M-00753

March 30, 1987

Mr. William H. Young
National Business Agent, NALC
1124 West Chapman
Orange, California 92668

In re: R. Reyna
Berkeley, CA
H4N-5C-D-3931

Dear Bill:

Enclosed please find a copy of the Step 4 decision rendered on the above-cited grievance.

As you will note, the grievance has been settled as far as the requested compensation for the 30-day advance notice period in his removal case.

Sincerely yours,

LGH/jc
opeiu #2

Lawrence G. Hutchins
Vice President