

UNITED STATES POSTAL SERVICE **Labor Relations Department** 475 L'Enfant 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,

General Manager

Grievance & Arbitration

Division

Vice President

National Association of Letter Carriers



UNITED STATES POSTAL SERVICE Western Regional Offics 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 Illl 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

Gry Connely

Regional Labor Relations Specialist

cc. Paul Roose

JUL 1 2 ___

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 IIII
12425 Sas Pablo Ave.
Richmond, CA. 94605

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NBA FILE COPY

UNITED STATES POST OFFICE

Berkeley, CA 94704-9991

DATE Q.

April 30, 1985

M - 00753

SUBJECT"

TO:

MCS:TDI:jh/M-77(10)/E54/0426

Step II Rearing - Grievance #2M0685C Robert Reyna

Paul Roose President, NALC Branch IIII 12425 San Pablo Avenue

Richmond, CA 94805

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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. Be 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 #2H0685C
Robert Reyna
Page 2
April 30, 1985

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

Thomas D. Ingram

Manager, Customer Services

U. S. Postal Service

Berkeley, CA 94704-9991

Berkeley, CA 94704

M = 00753

DATE:

March 7, 1985

Sher:

SDC: HJG: jjs

SUBJECT:

Advance Notice of Discharge

TQ:

Robert A. Reyna SSN 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 in justified for the following reason:

Charge Number 1: Falsification of .pplication (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.

: Henry J. Gaudet

Supervisor, Delivery and Collection

Berkeley, CA 94704-9998



UNITED STATES POSTAL SERVICE Labor Relations Department 475 L'Enfant Plaza, SW Washington, DG 80280-4100

101

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

Dear Mr. Bernstein:

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

| DATE & TIME | CASE NUMBER | LOCATION |
|------------------------|---------------|--|
| 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. Aritsch

Assistant fostmaster 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 Wee President
Richard P. O'Connell
Secretary-Treasurer
Halling Overby
ecretary-Treasurer
Brian D. Farris
Director, City Delivery

George Davis, Jr. Oirector, Safety & Health



100 Indiana Avenue, N.W. Washington, D.C. 20001 Telephone: (202) 393-4695 Robert Vincenzi Director, Health Insurance Walter E. Couillard Director of Retired Memoers BOARD OF TRUSTEES James G. Souza, Jr. James Worsham Michael J. O'Connor

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