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MAY 22 1987

CONFIDENTIAL

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

M-00785

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

MAY 22 1987

Re: B. Fee
West Palm Beach, FL 33401
H4N-3S-C 31204

Dear Mr. Overby:

On April 23, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement by requiring the grievant to begin a new six year continuous service period to gain protected status.

The facts in this case indicate that the grievant failed to meet the 20 pay period work requirement during the past anniversary year due to leave without pay for maternity reasons.

The union contends that Article 6.A.(3) did not intend to include time on maternity leave as time not worked for purposes of achieving protected status.

It is the position of the Postal Service that absences from duty for maternity reasons is not considered as "work" for the purposes of the 20 pay period requirement. In fact, Article 6.A(3) contains three (3) provisions for which absences from actual duty will be considered "work" solely for the purposes of this requirement. Leave without pay for maternity reasons is not included among those exceptions.

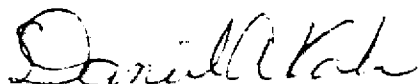
Mr. Halline Overby

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Based on the above considerations, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,



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Frank E. Poli
Grievance & Arbitration
Division