



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

Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

Re: M. Santoro
Union, NJ 07083
H7N-1P-C 13349

Dear Mr. Sombrotto:

Recently, a meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the grievant was issued a PS Form 50 improperly beginning a new six year period of continuous service to achieve protected status under Article 6 of the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The military service as described herein is considered "work" for the purpose of Article 6, Section A3. Accordingly, the PS Form 50 shall be corrected to reflect that no break in service occurred.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing including arbitration if necessary.

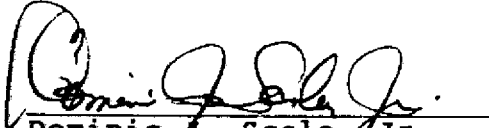
Mr. Vincent R. Sombrotto

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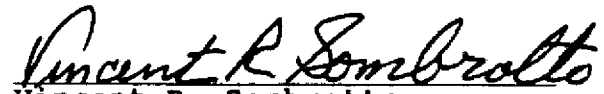
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,



Dominic J. Scola Jr.
Grievance & Arbitration
Division



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

5/30/89
DATE



National Association of Letter Carriers (AFL-CIO)

APPEAL TO STEP 4

M-00929

DATE: April 7, 1989

TO: SENIOR ASSISTANT POSTMASTER GENERAL
EMPLOYEE AND LABOR RELATIONS
UNITED STATES POSTAL SERVICE
WASHINGTON, D.C. 20260

FROM: NATIONAL BUSINESS AGENT

William R. Yates
244 W. 49th Street
New York, NY 10019

| CARRIER | REGIONAL NO. | GRIEVANT (OR CLASS) | POST OFFICE |
|---------|----------------|---------------------|------------------|
| | N7N-IP-C 13349 | M. Santoro | Union, NJ |
| | GTS No. 5520 | | Branch No. UN-88 |

DEAR SIR:

PURSUANT TO ARTICLE XV, SECTION 2, OF THE NATIONAL AGREEMENT, I AM APPEALING THE ABOVE-CAPTIONED CASE TO STEP 4 OF THE GRIEVANCE PROCEDURE.

DATE STEP 3 DENIAL RECEIVED: January 20, 1989

STEP 3 DECISION RENDERED BY: George A. Long

VIOLATION INCLUDING BUT NOT LIMITED TO: Article 6,A,3 and the United States Code, Title 38, Chapter 43

CORRECTIVE ACTION REQUESTED: The Union requests that the grievant's total service time, including the time spent serving in the Army National Guard, be credited as work time toward gaining no lay-off protection under the provisions of Article 6 of the National Agreement.

DESIGNATED NALC REPRESENTATIVE AT STEP 4:

RECEIVED

APR 13 1989

CONTRACT ADMINISTRATION
UNIT

SINCERELY YOURS,

NATIONAL BUSINESS AGENT

CC: REGIONAL DIRECTOR FOR ELR
NATIONAL OFFICER, NALC
BRANCH PRESIDENT, NALC





M-00929

January 17, 1989

UNITED STATES POSTAL SERVICE
NORTHEAST HUMAN RESOURCES SERVICE CENTER
GRIEVANCE/ARBITRATION SECTION
NEW YORK, NY 10118-4210

Mr. William R. Yates
National Business Agent
National Assoc. of Letter Carriers
244 West 49th Street
New York, NY 10019-7411

N7N-1F-C 13349 6/16/88
M. SANIERO
UNION NY 1763-2076
(07083) UN955

Dear Mr. Yates:

On August 26, 1988 we met with Mr. Alan Ferranto to discuss the above-captioned grievance at Step 3 of our contractual grievance procedure.

This grievance pertained to the alleged violation of Article 6, A, 3, of the National Agreement, in that the grievant received a Notification Of Personnel Action (PS Form 50) stating that he was to begin a new six year continuous service period to achieve protected status. The union claims that the grievant should not have to begin a new six year period because his absence is covered by Chapter 43 Title 38 which provides for the "... granting of a leave of absence for military training... to employees who are members of the Guard ..."

Upon full discussion and consideration of this matter, it is determined that the grievance is denied.

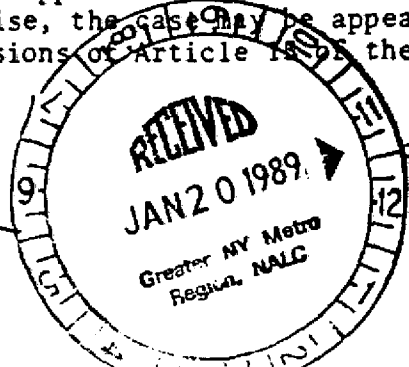
The reason for this decision is that the military leave provisions are defined in section 517 of the ELM. Specifically excluded from coverage therein, is the type of National Guard service in which the grievant was engaged during his six months absence from work. (See section 517.122 c.)

Inasmuch as the grievant did not meet the 20 pay period work requirement during the past anniversary year, he must begin a new six year continuous service period as required by Article 6 of the National Agreement.

In our judgment, the grievance does not involve any interpretive issue(s) pertaining to the National Agreement or any supplement thereto which may be of general application. Unless the union believes otherwise, the case may be appealed directly to regional arbitration in accordance with the provisions of Article 18 of the National Agreement.

Sincerely,

George A. Long
Labor Relations Executive



cc: Postmaster or installation head
Reg'n. Mgr. Labor Relations
Field Dir., Human Resources
case file
Grievance/Arbitration Section
Labor Relations Exec.



National Association of Letter Carriers (AFL-CIO)

M-00929

GRIEVANCE
APPEAL TO **3**

DATE: 6-13-88

TO: REGIONAL DIRECTOR, EMPLOYEE AND LABOR RELATIONS
UNITED STATES POSTAL SERVICE
c/o General Post Office
Box 4222
New York, New York 10116-4210

FROM: BRANCH PRESIDENT
Alan Ferranto, President
Merged Branch 38, N.A.L.C.
2414 Morris Avenue
Union, New Jersey 07083

#5520

50999

| BRANCH GR.# | GRIEVANT'S NAME | GRIEVANT'S S.S.# | JOB CLASSIFICATION | STATION |
|-------------|-----------------|------------------|--------------------|----------------------------------|
| UN-8-88 | Mark E. Santoro | [REDACTED] | City Carrier | Main Office Union, New Jersey |

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 Mr. A. Malinowsky, Superintendent of Postal Operations OF THE Union, New Jersey INSTALLATION, RENDERED ON 6-2-88 AND RECEIVED ON 6-3-88

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 Mr. William R. Yates

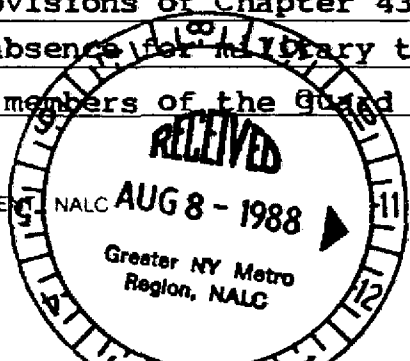
AT (ADDRESS) 244 West 49th Street, 7th Floor OR BY PHONE 212-957-4141
New York, New York 10019

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) Art. 6, A, 3 LOCAL (ART. & SECT.) _____
OTHER GROUNDS: United States Code, Title 38, Chapter 43

REASONS FOR APPEAL: The grievant was issued PS Form 50 (Notification of Personnel Action), informing him that he was to begin a new six year continuous service period toward achieving no-lay-off protection under the provisions of Article 6, National Agreement. The reason for this action, as stated in the notice, was that he had failed to meet the 20 pay period work requirement during calendar year 1987. The Union contends that this action violates the provisions of Article 6 of the National Agreement, in that he is not being credited with "work" for time he was absent from his position as Letter Carrier to serve in the military. Specifically, this contractual provision states that military service covered by Chapter 43 of Title 38 shall be considered "work", solely for the purposes of credit toward no-lay-off protection. Chapter 43 of Title 38 states, in relevant part, that "The Congress recognizes, and requests all citizens to recognize, the vital need for a trained, ready National Guard and Reserve in the national defense posture of the United States and urges and requests employers and supervisors of employees who are members of the National Guard or Reserve to abide by the provisions of Chapter 43 of Title 38, United States Code, by granting a leave of absence for military training exclusive of earned vacation, to employees who are members of the Guard and Reserve and by providing such employees

cc: NATIONAL BUSINESS AGENT, NALC
POSTMASTER

GRIEV-4 (REV. 1981)



Bruce H. Didriksen, designee
BRANCH PRESIDENT/DESIGNEE

Bruce H. Didriksen
SIGNATURE

equal consideration for job benefits and promotions as all other employees".

CORRECTIVE ACTION REQUESTED: That the grievant's total service time, including that time spent serving in the Army National Guard, be credited as work time toward gaining no lay-off protection under the provisions of Article 6 of the National Agreement.

UNITED STATES POST OFFICE

UNION, NEW JERSEY 07083-9998

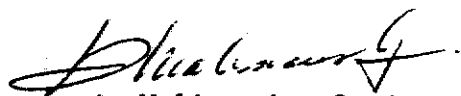
DATE: June 2, 1988

OUR REF: AM/pn

SUBJECT: Step #2 Grievance Appeal - UN-8-88
(M. Santoro)TO: Mr. Bruce Didriksen
NALC - Branch #38
2414 Morris Avenue
Union, New Jersey 07083-5708

A Step #2 Meeting was held with you on Tuesday, May 17, 1988 and Discussions were also held with you on May 24, 1988 & June 1, 1988, in reference to the above captioned Grievance.

In view of the Employee not meeting the 20 Pay Period Work Requirement during the past anniversary year as required by Article 6 of the National Agreement, your request that said Employee receive his protective status is hereby denied.



A. Malinowsky, Designee
Supt. Postal Operations
Union Post Office
Union, New Jersey 07083-9998
688-0600



NATIONAL ASSOCIATION OF LETTER CARRIERS (AFL-CIO)

Pursuant to Article XV, Section 2, this form must be used to appeal a grievance to Step 2.

M-00929

| | |
|-----------|----------|
| WITHDRAWN | RESOLVED |
| DATE | |

STANDARD GRIEVANCE FORM

| | | |
|-----------------|----------------------------|-------------|
| DATE 4-29-88 | BRANCH GRIEV NO UN-8-88 | U.S.P.S. NO |
|-----------------|----------------------------|-------------|

| | | |
|--|-----------------------------------|------------------------------|
| TO: U.S.P.S. STEP 2 DESIGNEE (NAME & TITLE) Mr. Michael Collins, Postmaster | INSTALLATION Union, New Jersey | PHONE—OFFICE 201-688-0600 |
|--|-----------------------------------|------------------------------|

| | |
|-----------------------|---|
| FROM: BRANCH NO 38 | BUSINESS ADDRESS 2414 Morris Avenue, Union, New Jersey 07083 |
|-----------------------|---|

| | | |
|---|------------------------------|-----------------------------|
| STEP 2 AUTHORIZED UNION REP Bruce H. Didriksen | PHONE—OFFICE 201-964-5644 | PHONE—OTHER 201-964-5645 |
|---|------------------------------|-----------------------------|

| | | | |
|--|---|--------------------------------|---------|
| STEP 1 MEETING: HELD ON (DATE/TIME) 4-16-88 | BETWEEN U.S.P.S. REPRESENTATIVE Frank Stelmach | AND GRIEVANT Michael Monroe | STEWARD |
|--|---|--------------------------------|---------|

| | |
|---|-----------------------|
| GRIEVANT'S NAME (OR CLASS) Mark E. Santoro | PHONE 201-373-2178 |
|---|-----------------------|

| | | | |
|--------------------------------|----------------|---------------------|-------------------|
| HOME ADDRESS 89 Norman Road | CITY Newark | STATE New Jersey | ZIP 07106-2808 |
|--------------------------------|----------------|---------------------|-------------------|

| | | | |
|--|--------------------------------|--------------------------------|------------|
| JOB CLASSIFICATION KP 11 City Carrier, PS-5 | CRAFT SENIORITY DATE 8-3-85 | USPS SENIORITY DATE 2-16-85 | DUTY HOURS |
|--|--------------------------------|--------------------------------|------------|

| | | |
|---|--------------------|---|
| STATION OR BRANCH Main Office, Union, New Jersey | SOCIAL SECURITY NO | VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/> |
|---|--------------------|---|

| | | | | | | | | |
|--|---|------------|-----------|----------|------------------------------------|--------------------------------------|------------------------------|------------------------------|
| OFF DAYS: <input type="checkbox"/> ROTATING | FIXED—CHECK AS APPLICABLE SA <input type="checkbox"/> SU <input checked="" type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F <input type="checkbox"/> | LEVEL 5 | STEP D | REG X | UNION REG <input type="checkbox"/> | RESERVE REG <input type="checkbox"/> | PTA <input type="checkbox"/> | PTF <input type="checkbox"/> |
|--|---|------------|-----------|----------|------------------------------------|--------------------------------------|------------------------------|------------------------------|

| | | |
|---|--|--------------------------------------|
| STEP 1: RENDERED ON (DATE/TIME) DECISION 4-21-88 | BY (NAME & TITLE) Frank Stelmach, Supv., Del./Coll. | SUPERVISOR'S INITIALS (UPON REQUEST) |
|---|--|--------------------------------------|

PURSUANT TO ARTICLE XV OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 2, THE FOLLOWING GRIEVANCE.

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART & SECT.) Art. 6, A, 3 LOCAL (ART & SECT.)

OTHER GROUNDS: United States Code, Title 38, Chapter 43

FACTS: WHAT HAPPENED The grievant was issued PS Form 50 (Notification of Personnel Action), informing him that he was to begin a new six year continuous service period toward achieving no-lay-off protection under the provisions of Article 6, National Agreement. The reason for this action, as stated in the notice, was that he had failed to meet the 20 pay period work requirement during calendar year 1987.

ADDITIONAL SHEET ATTACHED

UNION CONTENTIONS: REASONS FOR GRIEVANCE The Union contends that this action violates the provisions of Article 6 of the National Agreement, in that he is not being credited with "work" for time he was absent from his position as Letter Carrier to serve in the military. Specifically, this contractual provision states that military service covered by Chapter 43 of Title 38 shall be considered "work", solely for the purposes of credit toward no lay-off protection. Chapter 43 of Title 38 states, in relevant part, that "The Congress recog-

ADDITIONAL SHEET ATTACHED

nizes, and requests all citizens to recognize, the vital need for a trained, ready National Guard and Reserve in the national defense posture of the United States and urges and requests employers and supervisors of employees who are members of the National Guard or Reserve to abide by the provisions of chapter 43 of title 38, United States Code, by granting a leave of

BRANCH PRESIDENT/DESIGNEE Bruce H. Didriksen SIGNATURE Bruce H. Didriksen