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February 10, 1994

Jim Edgemon
National Business Agent
P.O. Box 84386
Vancouver, WA 98684-0386

Dear Jim:

RE: HON-5K-C 13724
Salt Lake City, UT

After careful review the Contract Administration Unit has concluded that the above referenced grievance should be withdrawn.

The grievance concerned the seniority of a letter carrier who, upon return from military duty, was restored to a different installation than the one he left. The grievance did not dispute the Postal Service's position that there was no work in his original installation and that his restoration was consistent with Postal Regulations and applicable law. Moreover, prior to making a decision in this case, the CAU verified with your office that the carrier's return to a different installation was not voluntary. The only issue in dispute was his seniority. It was the position of the branch that he should have begun a new period of seniority rather than having his seniority restored since he was not working in the installation that he left for military service. This position is not consistent with the seniority provisions of the National Agreement.

The applicable contract provisions are:

41 § 2.A.2 Seniority is computed from date of appointment in the Letter Carrier Craft and continues to accrue so long as service is uninterrupted in the Letter Carrier Craft in the same installation, except as otherwise specifically provided.

41§ 2.D.2 Letter carriers who enter the military shall not have their seniority broken or interrupted because of military service.

Thus, the general language in Article 41 § 2.A.2 defers to the more specific language in Article 41 § 2.D.4. Any perceived ambiguity in Article 41 § 2.D.4 can be resolved by reviewing the bargaining history of that provision.

The 1971 National Agreement, which covered all seven crafts, contained the following provision in Article 12, Seniority, § F.2.

Restorations. On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal, employee shall regain the same seniority rights he would have if not separated (emphasis added).

In the 1973 National Agreement the new carrier craft seniority provision deleted the "in the same installation" language and was changed to read:

D. Transfers, Separations, etc. Changes in which seniority is restored as if service has been continuous:

2. Letter carriers who enter the military shall not have their seniority broken or interrupted because of military service.

In contrast, other crafts retained the "in the same installation" language. For example, in the 1973 agreement:


Article 39, § 1.B.5.b (motor vehicle craft) and Article, 37 § 1.F.2 (clerk craft) both read:

b. Restoration. On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal an employee shall regain the same seniority rights he would have if not separated. (emphasis added)

These distinctions between the crafts continued to be carried forward through the 1990 National Agreement.

The 1973 deletion of the "in the same" installation language from the Article 41 was deliberate. Letter carriers returning to the craft after military duty have their seniority restored even if involuntarily returned to another installation.

Sincerely,


Vincent R. Sombrotto
President