



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

RECEIVED  
MAY 18 1998  
CONTRACT ADMINISTRATION UNIT  
N.A.L.C. WASHINGTON, D.C.

Re: A94N-4A-C 98054688  
CLASS ACTION  
MASSAPEQUA PARK NY 11762-9998

Dear Mr. Sombrotto:

On April 1, 1998, I met with your representative to discuss the above-referenced grievance at the fourth step of our contractual grievance procedure.

*During our discussion, we mutually agreed that no national interpretive issue is fairly presented in this case.*

There is no dispute between the parties at the national level as to the application of the ELM Chapter 513.421.

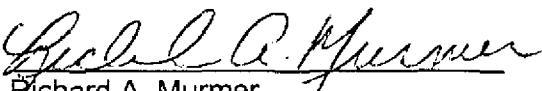
Accordingly, we mutually agreed to remand this case to the parties at Step 3 for further processing, with the following understanding:

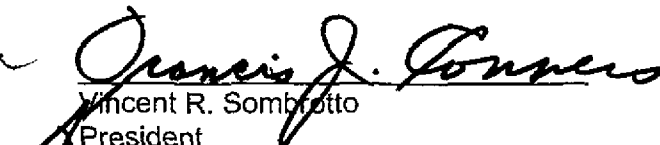
The employee in question will be compensated for all hours worked and for the hours of approved Sick Leave for the week in question.

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

Time limits were extended by mutual consent.

Sincerely,

  
Richard A. Murmer  
Labor Relations Specialist  
Grievance and Arbitration

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

Date: 5/26/98



**National Association of Letter Carriers (AFL-CIO) M-01329**

**APPEAL TO STEP 4**

6884

DATE: 3/16/98

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

FROM: NATIONAL BUSINESS AGENT  
Al Ferranto  
347 W. 41st Street  
Suite 102  
New York NY 10036

CARRIER	REGIONAL NO. A94N4AC98054688 GTS No. 21916	GRIEVANT (OR CLASS) Class Action	POST OFFICE Massapequa Park NY 11762 Branch No.: 88016
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DEAR SIR: SINCE  NALC  USPS BELIEVE(S) THIS CASE INVOLVES AN INTERPRETIVE ISSUE UNDER THE NATIONAL AGREEMENT (OR SOME SUPPLEMENT THERETO OF GENERAL APPLICATION), I AM APPEALING THE ABOVE-CAPTIONED CASE TO STEP 4 OF THE GRIEVANCE PROCEDURE. PURSUANT TO ARTICLE XV, SECTION 2. OF THE NATIONAL AGREEMENT.

DATE STEP 3 DENIAL RECEIVED: 3/6/98  
STEP 3 DECISION RENDERED BY: John Cavallo  
VIOLATION INCLUDING BUT NOT LIMITED TO: Articles 10, 19 and 41.

CORRECTIVE ACTION REQUESTED: Cease and desist violation of the above.  
Pay carrier, John Smith, 12 hours sick leave he is entitled to for 12/6 through 12/7 and as a result, change his last 12 hours he worked on 12/11 and 12/12 to the overtime rate of time and one half.

DESIGNATED NALC REPRESENTATIVE AT STEP 4: CAU.

SINCERELY YOURS,

*Al Ferranto*  
NATIONAL BUSINESS AGENT

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

NATIONAL OFFICE COPY

RECEIVED  
MAR 18 1998  
CONTRACT ADMINISTRATION UNIT  
N.A.L.C. WASHINGTON, D.C.



MANAGER, HUMAN RESOURCES  
NEW YORK METRO AREA



March 6, 1998

Mr. Alan C. Ferranto  
National Business Agent, NY Metro Region  
National Association of Letter Carriers  
347 West 41st Street, Suite 102  
New York NY 10036-6903

A94N-4A-C 98054688 DIST 117  
02/23/98 88016  
CLASS ACTION  
MASSAPEQUA PARK NY 11762-9998

Dear Mr. Ferranto:

I met with Dom Prestano today to discuss the above-captioned case at Step Three of the grievance-arbitration procedure. The Union alleges that Management violated the National Agreement, the ELM, and a Step 4 decision. The PTFS employee's SL was approved for S/S. The employee worked every other day of the week. If the PTF worked the first days of the week and was sick on the last days of the week, Management would be correct in not paying for the SL once the grievant reached forty hours. But, since the sick days were the first two of the week, and since the absences were approved, Management must pay leave even if overtime results.

The Union requests that the SL be approved and the last twelve hours worked by the grievant in the week in question be changed to overtime.

After full discussion and consideration of all facts and other evidence of record in this case it is determined that the grievance is denied. PTFS employees are not to receive combinations of paid leave and work hours that exceed forty for a week. Whether the leave days are the first or last days of the week has not been shown to matter.

This grievance does not, in my judgment, 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, it appeal this decision directly to arbitration at the Grievance/Arbitration Processing Center within twenty-one days after receipt of this decision.

  
John Cavallo  
Labor Relations Specialist



**MAILED**

380 W 33RD STREET ROOM 4532  
NEW YORK NY 10199-9001  
(212) 273-3819  
FAX: (212) 273-3915

98054688

MANAGER, HUMAN RESOURCES  
NEW YORK METRO AREA



March 6, 1998

Mr. Alan C. Ferranto  
National Business Agent, NY Metro Region  
National Association of Letter Carriers  
347 West 41st Street, Suite 102  
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02/23/98 88016  
CLASS ACTION  
MASSAPEQUA PARK NY 11762-9998

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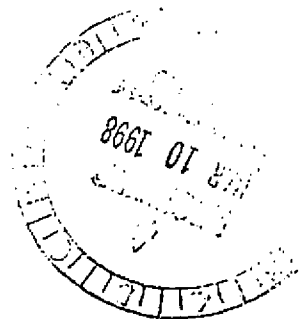
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John Cavallo  
Labor Relations Specialist



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NEW YORK NY 10199-9001  
(212) 273-3819  
FAX: (212) 273-3915

98054688



# National Association of Letter Carriers

M-01329  
(AFL-CIO)

GRIEVANCE  
APPEAL TO **3**

DATE: 2/18/98

TO: REGIONAL DIRECTOR, EMPLOYEE AND LABOR RELATIONS  
UNITED STATES POSTAL SERVICE

FROM: BRANCH PRESIDENT

Grievance/Arbitration Branch  
P.O. Box 0979  
6 Griffin Road North  
Windsor, CT. 06006-0979

Dominic A. Prestano  
630 Broadway  
Amityville, New York  
11701-2100

BRANCH GR.#	GRIEVANT'S NAME	GRIEVANT'S S.S.#	JOB CLASSIFICATION	STATION
88-016	C L A S S Action	-----	Letter Carrier	Massapequa Park, N.Y

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 Paul Donahue, Postmaster OF THE Massapequa Park, N.Y. INSTALLATION, RENDERED ON 2/17/98 AND RECEIVED ON 2/18/98

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 Alan C. Ferranto

AT (ADDRESS) 347 West 41st St. N.Y. N.Y. 10036-6921 OR BY PHONE 212 868-0284

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) 10, 19, 41 LOCAL (ART. & SECT.)

OTHER GROUNDS: FLM 513.421, (Step 4 decision, 5/27/77)

REASONS FOR APPEAL: On Saturday, 12/6/97, PTF carrier, John Smith, was scheduled to work 8 hours and report at 7 am.. Mr. Smith was also scheduled to work 4 hours on Sunday, 12/7/97. Mr. Smith called in sick both days and upon returning to work, filled out a 3971 for 12 hours S/L. The leave was approved. Management worked Mr. Smith every day that week (Monday - Friday) without giving him an 8/5 day. At the end of the week, management refused to give Mr. Smith his approved S/L, saying he was now over 40 hours and not entitled to it. (However, they did charge him with S/L on his 3972.) Mr. Donahue Step II answer is convoluted logic. He is saying that once a PTF reaches 40 hours, then he cannot receive S/L as overtime, which is correct. However, that is not what transpired in this case. PTF Smith was approved the S/L for the first 12 hours of the week. Management chose to work PTF Smith an additional 40 hours, after approving his 12 hours S/L. They are now attempting to deny overtime, and  
CORRECTIVE ACTION REQUESTED: ~~XXXXXXXX~~ change his approved S/L to not approved.

### Corrective Action Requested:

Cease and desist violation of the above. Pay carrier John Smith, 12 hours S/L he is entitled to for 12/6 - 12/7 and as a result, change his last 12 hours he worked on 12/11 and 12/12 to the overtime rate of time and one half.

cc: NATIONAL BUSINESS AGENT, NALC  
POSTMASTER

Nick Di...  
BRANCH PRESIDENT/DESIGNEE

SIGNATURE



# NATIONAL ASSOCIATION OF LETTER CARRIERS (NALC-CIO)

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

WITHDRAWN	RESOLVED
DATE	
NALC INITIALS	USPS INITIALS

M-01329

## STANDARD GRIEVANCE FORM

DATE 1/30/98		BRANCH GRIEV NO 88-016		USPS NO	
TO: USPS STEP 2 DESIGNEE (NAME & TITLE) Paul Donohue, Postmaster			INSTALLATION Massapequa Park, New York		PHONE—OFFICE
FROM: BRANCH NO. 6000		BUSINESS ADDRESS 630 Broadway, Amityville, New York 11701-2100			
STEP 2 AUTHORIZED UNION REP Nick D'Avanzo			PHONE—OFFICE 789-1616		PHONE—OTHER
STEP 1 MEETING: HELD ON (DATE/TIME) 1/27/98		BETWEEN U.S.P.S REPRESENTATIVE J. Boyle		AND GRIEVANT C. Smith	
GRIEVANT'S NAME (OR CLASS) CLASS Action					PHONE
HOME ADDRESS		CITY		STATE ZIP	
JOB CLASSIFICATION Letter Carrier		CRAFT SENIORITY DATE		USPS SENIORITY DATE	
STATION OR BRANCH Massapequa Park, New York		SOCIAL SECURITY NO		VETERAN <input type="checkbox"/> YES <input type="checkbox"/> NO	
OFF DAYS <input type="checkbox"/> ROTATING		FIXED—CHECK AS APPLICABLE SA <input type="checkbox"/> SU <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F <input type="checkbox"/>		LEVEL STEP REG 5	
STEP 1: RENDERED ON (DATE/TIME) DECISION 1/27/98		BY (NAME & TITLE) Joseph Boyle, Supt. Cust. Ser.			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) 10,19,41 LOCAL (ART & SECT)

OTHER GROUNDS: ELM 513,421, (Step 4 decision 5/27/77)

### FACTS: WHAT HAPPENED

On Saturday, 12/6/97, PTF carrier John Smith, was scheduled to work 8 hours and report at 7Am. Mr. Smith was also scheduled to work 4 hours on Sunday, 12/7/97. Mr. Smith called in sick both days and upon returning to work, filled out a 3971 for 12 hours S/L. The leave was approved. Management worked Mr. Smith every day that week (Monday - Friday) without giving him an 8/5 day. At the end of the week, management refused to give Mr. Smith his approved S/L, saying he was now over 40 hours and not entitled to it. However, they did charge him with S/L on his 3972.

UNION CONTENTIONS: REASONS FOR GRIEVANCE

Management is grossly incorrect and in violation of PTF rights as per violations listed above. Management could have avoided paying overtime to Mr. Smith by, after paying him his 12 hours of S/L, only scheduling him for 28 more hours that week. Instead, they chose to work him 40 more hours that week.

ADDITIONAL SHEET ATTACHED

### CORRECTIVE ACTION REQUESTED:

Cease and desist violations of the above. Pay carrier John Smith 12 hours S/L he is entitled to for 12/6 - 12/7 and as a result, change his last 12 hours he worked on 12/11 and 12/12 to the overtime rate of time and one half.

BRANCH PRESIDENT/DESIGNEE Nick D'Avanzo

SIGNATURE

BRANCH FILE COPY

**513.42 Part-Time Employees****513.421 General**

- a. Absences due to illness are charged as sick leave on any day that an hourly rate employee is scheduled to work except national holidays.
- b. Except as provided in 513.82, paid sick leave may not exceed the number of hours that the employee would have been scheduled to work, up to:
  - (1) A maximum of 8 hours in any 1 day.
  - (2) 40 hours in any 1 week.
  - (3) 80 hours in any one pay period. If a dispute arises as to the number of hours a part-time flexible employee would have been scheduled to work, the schedule will be considered to have been equal to the average hours worked by other part-time flexible employees in the same work location on the day in question.
- c. Limitations in 513.421b apply to paid sick leave only and not to a combination of sick leave and workhours. However, part-time flexible employees who have been credited with 40 hours or more of paid service (work, leave, or a combination of work and leave) in a service week are not granted sick leave during the remainder of that service week. Absences, in such cases, are treated as nonduty time which is not chargeable to paid leave of any kind. (Sick leave is not intended to be used to supplement earnings of employees.)

**513.422 Minimum Unit Charge**

Employee Category	Minimum Unit Charge
All part-time nonexempt employees.	Hundredth of an hour (.01 hour).
Part-time exempt employees.	(See 519.71.)

**513.5 Advance Sick Leave****513.51 Policy****513.511 May Not Exceed Thirty Days**

Sick leave not to exceed 30 days (240 hours) may be advanced in cases of serious disability or ailments if there is reason to believe the employee will return to duty. Sick leave may be advanced whether or not employees have annual leave to their credit.

**513.512 Medical Document Required**

Every application for advance sick leave must be supported by medical documentation of the illness.

**513.52 Administration****513.521 Installation Heads' Approval**

Officials in charge of installations are authorized to approve these advances without reference to higher authority.