



UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260

M-01590

NOV 14 1979

Mr. Ronald L. Hughes  
Assistant Secretary-Treasurer  
National Association of Letter Carriers, AFL-CIO  
100 Indiana Avenue, NW  
Washington, DC 20001

Re: A. Blandeburgo  
Sayville, NY  
N8-N-0080/N8N1MC4610

Dear Mr. Hughes:

On October 22, 1979, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

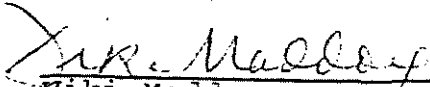
During our discussion, we concluded that at issue in this grievance is whether employees who are members of the National Guard and who are called to active duty to replace striking prison guards are entitled to additional military leave under existing regulations.

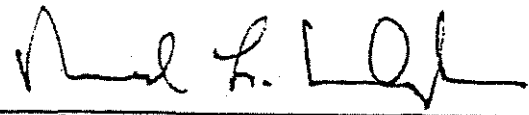
After reviewing the information provided, it is our position that, in the circumstances presented, the duties performed by the employee when called to active military duty constitutes "military and to enforce the law", as provided in Section 517.53 of the Employee and Labor Relations Manual. Accordingly, the employee is eligible to receive additional military leave in accordance with this section of the Manual.

The postmaster is asked to make the necessary pay and/or leave adjustments upon receipt of this decision.

Please sign the attached copy of this letter as your acknowledgment of the final disposition of this case.

Sincerely,

  
\_\_\_\_\_  
Viki Maddox  
Labor Relations Department

  
\_\_\_\_\_  
Ronald L. Hughes  
Assistant Secretary-Treasurer  
National Association of Letter  
Carriers, AFL-CIO

*Management initially refused to credit grievants with additional military leave for law enforcement purposes. Grievants were on active duty with the National Guard during the New York State Prison Strike.*