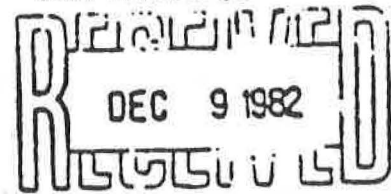




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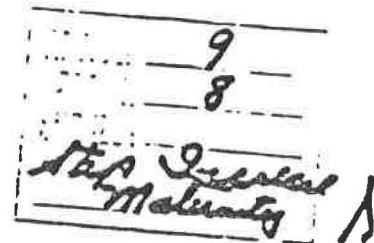
December 6, 1982

NAT'L HEADQUARTERS



SDM DIVISION

Mr. Mike Benner
Director, Special Delivery
Messenger Division
American Postal Workers
Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005



Re: T. Bartram
Bridgeport, CT
H1C-1J-C-2715

Dear Mr. Benner:

On November 8, 1982, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this case is whether the employer can rightfully withhold a bargaining unit employee's periodic step increase for using thirteen weeks or more of LWOP for maternity purposes.

The union contends that the grievant's periodic step increase should not have been withheld simply because she used fifteen weeks of LWOP for maternity purposes, as this would somehow be violating the Pregnancy Discrimination Act, Public Law 95-555.

The facts in this instant case reveal that the grievant was on LWOP for a fifteen week period from May 25, 1981, through September 8, 1982. Part 416.24 of the Employee and Labor Relations Manual (ELM) provides in part, "When an employee has been on leave without pay for thirteen weeks or more and was not on military furlough or on the rolls of the Office of Workers' Compensation Programs, the scheduled date for the employees next step increase is deferred...." In accordance with the table provided in ELM, Part 416.24, the grievant's periodic step increase was deferred for seven pay-periods. These aforementioned ELM provisions are applied uniformly to all bargaining unit employees regardless of their individual reasons for using LWOP.