



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

ARTICLE 19 SECTION _____
SUBJECT E&R COURT
LEAVE
See article 10, A8W030
APWU NAT # A8W-641

November 10, 1981

Mr. Kenneth Wilson
Administrative Aide
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU - Local
Denver, CO
A8-W-0641/W8C5FC8400

Dear Mr. Wilson:

On October 27, 1981, we discussed the above-captioned case in pre-arbitration.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The question in this grievance is whether or not management violates Article X of the National Agreement by not allowing an employee to voluntarily change his work schedule to coincide with the days of work the employee was required to be in court under the circumstances which would make him eligible for court leave.

We mutually agreed, in accord with Arbitrator Gamser's decision dated October 3, 1980, that where it is established in an appropriate proceeding that management of an installation has consistently interpreted the provisions of the E&LR Manual and the related provisions of any earlier manual, regulation, or the Federal Personnel Manual, to allow employees to change their work days, as well as their work hours, to coincide with the court circumstances above, management must continue such practice or revert to such practice until and unless a change in the provisions of the E&LR Manual is made pursuant to the procedure in Article XIX of the National Agreement.

We further agreed to resolve this grievance on the above stated basis.

Please sign the attached copy of this decision as your acknowledgment of agreement to resolve this grievance.

Sincerely,


Robert L. Eugene
Labor Relations Department


Kenneth D. Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO