

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

SEP 25 1980

Mr. James Adams
Administrative Aide, Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005



Re: N. Fry
Spokane, WA
A8-W-0853/W8C5DC10816
APWU - 0853

Dear Mr. Adams:

On September 4, 1980, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

The issue in this grievance is whether or not management violates the intent of Article X of the National Agreement and more specifically Part 513.421 of the Employee and Labor Relations Manual by changing a part-time flexible's schedule workday to a scheduled off day, after he had requested sick leave for that day.

Part 513.421 of the Employee and Labor Relations Manual states "absences due to illness are charged as sick leave on any day that an hourly rate employee is scheduled to work, except National holidays. Except as provided in 513.82, paid sick leave may not exceed the number of hours that he would have been scheduled to work, up to:

- A maximum of eight (8) hours in any one day.
- 2. Forty (40) hours in any one week.
- 3. Eighty(80) hours in any one pay period.