



1978 AGREEMENT

ARTICLE 10 SECTION _____
SUBJECT COURT LEAVE

See article 19
E&LR Case A8W-641

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

A8W-0300
(Pre-arbit)
11-13-81

November 10, 1981

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

Re: C. Carlson
Denver, CO
A8-W-0300/W8C5FC-4670
APWU - 0300

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.