



RECEIVED JUL 27 1980

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

July 18, 1980

ARTICLE	19
SECTION	ELM
SUBJECT	MILITARY LEAVE

Mr. William J. Kaczor  
Executive Vice President, Maintenance Craft  
American Postal Workers Union, AFL-CIO  
817 - 14th Street, NW  
Washington, DC 20005

Re: T. Biddle  
Des Moines, IA (BMC)  
A8-C-0702/C8T4MC13541

Dear Mr. Kaczor:


On June 9, 1980, 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 mutually agreed that there is no interpretive dispute between the parties at the National Level as to the meaning and intent of Part 517 of the ELM as it relates to an employee's alternatives when military duty is in conflict with scheduled work requirements.

Accordingly, as further agreed, this case is hereby remanded to Step 3 for further processing by the parties at that level based upon the fact circumstances involved, with the understanding that if rescheduling or a mutual trade of workdays cannot be approved, the employee has the option of using military leave not in excess of fifteen (15) days, annual leave, or leave without pay.

Please sign a copy of this letter as your acknowledgment of agreement to remand this case.

Sincerely,

  
James J. Facciola  
Labor Relations Department

  
William J. Kaczor  
Executive Vice President  
Maintenance Craft  
American Postal Workers Union