



UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20250

December 29, 1981

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| ARTICLE     | 10 |
| SECTION     |    |
| SUBJECT     |    |
| COURT LEAVE |    |
| SEN. CHANGE |    |

Mr. Kenneth D. Wilson  
Administrative Aide, Clerk Craft  
American Postal Workers Union,  
AFL-CIO  
817 - 14th Street, N. W.  
Washington, D. C. 20005

*int. X*

*A8-C-2734*

Re: V. Ramaglia  
BMC  
Kansas City, Kansas 66106  
H8C-4H-C-34109

Dear Mr. Wilson:

On December 11, 1981, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

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 violated 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.

DEC 30 1981