

September 8, 1981

Mr. Halline Overby
 Assistant Secretary-Treasurer
 National Association of Letter Carriers, AFL-CIO
 100 Indiana Avenue, NW
 Washington, DC 20001

Re: J. Seratta
 South San Franc, CA 94080
 H8N-5C-C-18666

Dear Mr. Overby:

On August 26, 1981, 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 question in this grievance is whether or not management violated Article XIX of the National Agreement by not allowing the employee involved to cancel scheduled annual leave. In our opinion, this issue does not fairly present an interpretive question.

The Union cites a violation of Part 516.332, Employee and Labor Relations Manual. This reference addresses the cancellation of annual leave and provides for placing the employee on court leave for the duration of court service. The file reflects that this requirement was accomplished.

Article XXX, 4, B, local agreement indicates that management's action was proper and no cited reference supports the relief requested by the Union. While not contractually obligated to, management should give reasonable consideration to requests for annual leave cancellation.

Accordingly, as we find no violation of the National agreement, this grievance is denied.

Sincerely,

Howard R. Carter
 Howard R. Carter
 Labor Relations Department

ARBITRATION NOT REQUESTED: LOCAL MEMORANDUM PREVAILED BECAUSE
 THERE WAS A REQUIREMENT THAT ALL LEAVE CANCELLATIONS
 MUST BE MADE TEN DAYS PRIOR TO BEGINNING OF LEAVE.

Articles III and XIX and EL&R Manual, Part 516.332. Carrier not
 allowed to cancel entire vacation when called for jury
 duty because request was not made ten (10) days prior