



Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2197

Re: F94N-4F-C 97100062
Letoumeau F
Bakersfield, CA 93380-9998

Dear Mr. Sombrotto:

On December 4, 1998, I met with your representative to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue contained in this grievance whether an employee when requesting LWOP under FMLA, must exhaust paid leave before the approval of LWOP.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

We further agreed that the following would apply to the instant case;

LWOP is a matter of administrative discretion, but management does not have the unfettered right to deny it. That is, each request is examined closely and the decision is made based on the needs of the employee, the needs of the USPS, and the cost to the USPS. Blanket policies denying all LWOP requests for the sole reason that an employee has paid leave balances, either annual or sick, are not consistent with this policy

ELM 513.61, Insufficient Sick Leave, states: "If sick leave is approved, but the employee does not have sufficient sick leave to cover the absence, the difference is charged to annual leave or to LWOP at the employee's option."

As in this case, where an employee has insufficient sick leave to cover an FMLA approved absence which qualifies for sick leave usage, LWOP cannot be denied.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing or to be scheduled for arbitration, as appropriate.

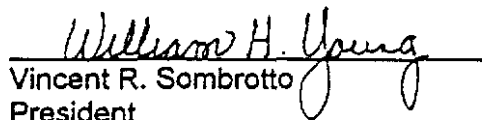
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,



Richard A. Murner
Labor Relations Specialist
Grievance and Arbitration



Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO

Date: 1/13/99