



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

**RECEIVED**

DEC 4 1998

**CONTRACT ADMINISTRATION UNIT  
N.A.L.C. WASHINGTON, D.C.**

Re: I94N-41-C 98093715  
Mapel, M.  
Saint Joseph, MO 64501-9998

Dear Mr. Sombrotto:

On several occasions, I met with your representative to discuss the above-captioned grievance currently at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether Management violated the National Agreement by recording the grievant's ( who is a PTF) request for sick leave as a non scheduled day.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Rather, it requires the application of ELM Section 513.421 (c) which provides:

- c. Limitations in 513.421b apply to paid sick leave only and not to a combination of sick leave and workhours. However, part-time flexible employees who have been credited with 40 hours or more of paid service (work, leave, or a combination of work and leave) in a service week are not granted sick leave during the remainder of that service week. Absences, in such cases, are treated as non-duty time which is not chargeable to paid leave of any kind. (Sick leave is not intended to be used to supplement earnings of employees.)


We further agreed that the restriction on granting sick leave to PTF employees "who have been credited with 40 hours or more of paid service" applies only to PTF employees who have already been credited with 40 hours of service at the time the request is made. In the circumstances presented in this case the requested sick leave should have been granted since the employee was scheduled to work and had only been credited with 31.9 hours of paid service on the day the request was made.

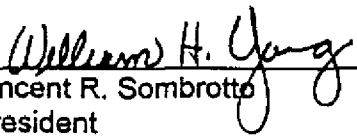
Accordingly, we mutually agreed to remand this case to the parties at Step 3 for further processing consistent with the above understanding

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: 12.22.98