



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

December 3, 1981

Mr. Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

OFFICE	1081
SECTION	8
SUBJECT	4
OSHA TRAINING	
NB 12/3	

Re: R. Pacifico
Colorado Spring, CO 80901
H8C-5P-C-19867

H8-W-2560

Dea Mr. Anderson:

On October 27, 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 XIV and XIX of the National Agreement when it denied pay to a grievant for attending a meeting with OSHA personnel.

On May 29, 1981, the grievant attended an OSHA meeting in Denver, CO pertaining to a dispute over asbestos in the Motor Vehicle Garage of the Colorado Springs, CO Post Office. The grievant attended at the invitation of OSHA personnel. Grievant feels that local management authorized him to attend the meeting on a no loss, no gain basis. The Union contends that this is, also, authorized under Executive Order No. 12196.

Investigation reveals that there was no authorization given to the grievant authorizing his attendance at the OSHA meeting on Postal Service time. There was a discussion but no authorization. The grievant decided to attend the meeting without assurance that he would be able to attend on Postal Service time.

There are no provisions, either under the National Agreement, applicable handbooks, or Executive Order No. 12196 requiring the Postal Service to allow grievant to attend the OSHA meeting on the clock in this set of circumstances. The sole purpose of the grievant's attendance was to represent the Union.