

UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20005  
October 1, 1982

JAMES I. ADAMS

Mr. James I. Adams  
Administrative Aide  
Maintenance Craft  
American Postal Workers Union, AFL-CIO  
817 - 14th Street, NW  
Washington, D. C. 20005

ARTICLE	8
SECTION	4 A
SUBJECT	TRAINING SAFETY

Re: J. Malone  
Reseda, CA 91335  
H1C-5G-C-5586

Dear Mr. Adams:

On September 23, 1982, we discussed 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 violates Article 8 of the National Agreement as it relates to out-of-schedule pay. The grievant was required to work out-of-schedule for a portion of his tour while attending a safety training session away from his regular work unit.

Our investigation reveals that the grievant was one of two employees selected to attend a recognized safety training session in Van Nuys, California. The training was identified as Management Course Number 21576-00, Safety Concerns, and lasted for 8 hours. The two employees were selected because of their involvement in the safety and health programs in the local office.

In our opinion, the course met the criteria set forth in Part 233.23e, of the Time and Attendance Manual which stipulates that where an employee's schedule is temporarily changed so that the employee may attend recognized training sessions, no obligation for out-of-schedule premium exists. The training session must be a planned, prepared and coordinated program or course, as was the case here.