



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

February 12, 1982

81
ARTICLE 8
SUBJECT OUT OF SCHEDULE
TRAINING
CANCELLED

Mr. Kenneth D. Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: D. Pomeroy
Green Bay, WI 54305
H1C-4J-C-1220

Dear Mr. Wilson:

On February 4, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure as set forth in Article 15, Section 2 of the National Agreement.

The question in this grievance is whether management violated Article 19 of the National Agreement, when local management cancelled training for the grievant, thus, rescinding a temporary schedule change.

The grievant's schedule was temporarily changed so that he may attend a recognized training session. The aforementioned situation is an exception to the obligation to pay "out-of-schedule" overtime to a full-time employee for work performed outside of schedule. After receiving one (1) day of training, the training was cancelled for legitimate reasons and the grievant returned to his regular schedule.

It is our position that the employee is not guaranteed a temporary schedule, especially when the reasons for that schedule are no longer existent. Continuation in the temporary schedule, for non-legitimate reasons, would create an "out-of-schedule" overtime situation on a tour where the grievant's services are not needed since the schedule change was for training and not operational needs.

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