

100

MAR 21 15 5

MAINTERIANCE UN

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

Mr. Richard I. Wevodau Director Maintenance Craft Division American Postal Workers Union, AFL-CIO 817 14th Street, N.W. Washington, D.C. 20005-3399

R	2 0 1986	
	ARTICLE	
	SECTION 43	
	SUBJECT	
	TRAINING	
l	- WINDO	1

: 1

Re: M. Kelly Kansas City, KS 66110-9998 H4C-4H-C 9766

Dear Mr. Wevodau:

On February 2, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether out-of-schedule overtime should have been paid the grievant for time spent in a different schedule while in window service training.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. However, inasmuch as the union did not agree, the following represents the decision of the Postal Service on the particular fact circumstances involved.

It is also the position of the Postal Service that the provisions of Management Instruction 730-80-11, C covers the issue clearly. In sum, it provides that if it becomes necessary to change the scheduled hours of work, the change may only be accomplished in accordance with ELM 434.623(sic). ELM 434.622 exempts out-of-schedule hours used for training from entitlement to out-of-schedule pay. Accordingly, we find no contractual violation and the grievance is denied.

Sincerely,

Margaret H. Oliver Labor Relations Department