

National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

M 00201

ARTICLE 8

SECTION 4.B

Re: Union TRAINING
Trenton, NJ 08650
H8N-2B-C-10122

Dear Mr. Overby:

On July 28, 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 violates Article VIII of the National Agreement by not paying out-of-schedule overtime where employee's schedule is temporarily changed so the employees may attend recognized training sessions. In our opinion, this issue does not fairly present an interpretive question.

The exceptions to the obligation to pay out-of-schedule overtime is governed by Part 434.62; Employee and Labor Relations Manual. Clearly, Part 434.623e excludes such payment where the employee's schedule is temporarily changed so that the employee may attend recognized training sessions.

The eight (8) hour defensive drive training involved was planned, prepared and coordinated with the National Safety Council.

Accordingly, we do not find that the referened handbook provisions, nor the National Agreement has been violated.

Time limits were extended by mutual agreement.

Sincerely,



Howard R. Carter
Labor Relations Department

ARBITRATION NOT REQUESTED:

Article VIII -- Temporary Schedule Change for purpose of attending training sessions.

EMPLOYEE LABOR RELATIONS MANUAL, PART 434.623(e) states that "Where the employee's schedule is temporarily changed so . . . such training sessions must be planned, prepared and coordinated programs or courses."