



ARTICLE	11
SECTION	
SUBJECT	HOLIDAY SCHEDULE

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20000

APR 17 1974

MEMORANDUM FOR: All Postmasters

On March 4, 1974, the Postal Service reached a settlement agreement with the National Unions concerning several hundred grievances on various aspects of scheduling on "Holidays" which were pending arbitration. The majority of those grievances had built up over the course of two contracts because some local managers, for whatever reason, had not consistently fulfilled our contractual obligation to timely post schedules for work required on holidays or days designated as holidays.

Article XI, Section 6, requires that schedules be posted as of the Wednesday preceding the service week in which the holiday falls. In case after case, management in many post offices failed to post a schedule for employees as of the Wednesday preceding the service week. These issues were being moved by the Unions to arbitration. The Unions insisted that employees were entitled to overtime pay for such work, that all employees who are scheduled to work on a holiday are entitled to work their regular schedule, and that the only duties that management can require an employee to perform on a holiday are the duties that he normally performs during the course of his normal service week. Many of those grievances also claimed that under the 1973 National Agreement, employees required to work on a holiday should be guaranteed eight (8) hours work or pay, because in fact they were so guaranteed by other provisions of the contract on every other work day of the year, scheduled or non-scheduled.


Because of the complexities of the many issues involving holiday work and the likely necessity for the arbitrator to, in fact, fashion a remedy for management's failure to comply with a specific provision of the National Agreement, serious attempts were made to resolve this in concert with the Unions prior to arbitration.

The impact this settlement agreement will have in your particular postal facility is primarily in your own hands. Every effort must be made to anticipate the manpower needs for a holiday precisely and in a timely manner. Previous holiday experience, current workloads, mail volume and delivery trends, availability of casuals and part-time employees and other relevant factors, should all be taken into consideration in assessing what will be your office's requirements in relation to requiring full-time employees to work on a holiday or the day designated as their holiday. You must plan your needs carefully with your supervisors, attempt to accurately gauge your manpower needs for the holiday, and post a schedule as of the Wednesday preceding the service week in which the holiday falls indicating those employees you want to work and the schedule you want them to work. Only those full-time employees that are warranted by the operation should be scheduled to work. Overstaffing is not a substitute for good holiday manpower planning. If this is successfully accomplished in a timely manner, this settlement agreement will have a minimal impact on your operation and budget. If there is poor planning, or if the Wednesday requirement is not met through sheer oversight, there will be penalty pay for every full-time employee required to work on the holiday or designated holiday who was, in fact, not given timely notice. The importance of proper planning and scheduling cannot be overemphasized. No manager should attempt to "play it safe" by adopting a policy of scheduling everybody to work on a holiday and then later releasing those employees not required. Such a tactic absolutely will not be tolerated since it would completely subvert our obligation under Article XI, Section 6, of the National Agreement. With proper planning and scheduling, the penalty pay required in your office can be absolutely minimal. If it is not, then the situation warrants further attention from a higher level.


How
Call-in

The holiday for full-time employees will be treated just like any other day in terms of the call-in -- a full-time employee will be entitled to eight (8) hours work or pay in lieu thereof. The same provisions will be applicable on the holiday or the day designated as the employee's holiday. You must take this into consideration in scheduling employees, so that you do not schedule manpower in excess of that which your workload is likely to require. To the maximum extent possible, and even if it means using overtime, schedule casuals, part-time flexibles, before requiring full-time employees to work on the holiday or day designated as a holiday. You must also pay attention to the provisions of local memoranda of understanding consistent with the National Agreement on the method of selecting employees to work on a holiday.

Attached is the actual text of the settlement agreement, and comments which have been prepared in order to assist you in assuring that this settlement agreement has a minimal impact upon your operation and your budget.



E. V. Dorsey
Senior Assistant Postmaster
General
Operations Group



Darrell F. Brown
Senior Assistant Postmaster
General
Employee & Labor Realties Gro

HOLIDAY ART. XI
SETTLEMENT AGREEMENT

Settlement Agreement entered into this 4th day of March, 1974, by and between United States Postal Service (Employer) and American Postal Workers Union, AFL-CIO, National Association of Letter Carriers, AFL-CIO, National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, in complete and final settlement of all timely and valid grievances now on file as of this date arising under Article XI of the 1971 and/or 1973 National Agreement insofar as the subject matter of such grievances is covered by the terms of this Settlement Agreement.

- 1) The Employer shall post a holiday schedule as set forth in Article XI, Section 6, of the 1973 National Agreement.
- 2) A full-time regular employee whose holiday schedule is properly posted in accordance with Article XI, Section 6 and who works within the posted schedule shall be paid in accordance with Article XI, Sections 2, 3, and 4. It is further agreed that any change in an employee's required duties does not constitute a change in the posted schedule for purposes of this settlement agreement.
- 3)
 - a. Except as provided in subparagraphs (b) and (c) of this paragraph, when the Employer fails to post in accordance with Article XI, Section 6, a full-time regular employee required to work on his holiday, or who volunteers to work on such holiday, shall be paid in accordance with Article XI, Sections 2, 3, and 4, and shall receive an additional fifty percent (50%) of his basic hourly straight time rate for each hour worked up to eight hours.
 - b. In the event that, subsequent to the Article XI, Section 6 posting period, an emergency situation attributable to an "Act(s) of God" arises which requires the use of manpower on that holiday in excess of that posted pursuant to Article XI, Section 6, full-time regular employees required to work in this circumstance(s) shall only be paid for such holiday work in accordance with Article XI, Sections 2, 3, and 4.
 - c. When a full-time regular employee scheduled to work on a holiday in accordance with the provisions of Article XI, Section 6, is unable to or fails to work on the holiday, the Employer may require another full-time regular employee to work such schedule and such replacement shall only be paid for such holiday work in accordance with Article XI, Sections 2, 3, and 4. The selection of such replacement employees shall be made in accordance with any applicable local agreement consistent with the terms of the 1973 National Agreement.

- d. A full-time regular employee required to work on a holiday which falls on his regularly scheduled non-work day shall be paid at the normal overtime rate of one and one half (1 1/2) times his basic hourly straight time rate for work performed on such day. Such employee's entitlement to his holiday pay for his designated holiday shall be governed by the provisions of Article XI, Sections 2, 3, 5, and 6.
4. Hours worked on a holiday in excess of 8 hours shall be paid at the normal overtime rate of one and one-half (1 1/2) times the basic hourly straight time rate.
5. When a full-time regular employee works on his holiday he will be guaranteed eight (8) hours of work or pay in lieu thereof, in addition to the holiday pay to which he is entitled under Article XI, Sections 2 and 3.
6. A schedule posted in accordance with Article XI, Section 6 shall be the full-time regular employee's schedule for that holiday. A full-time regular employee who works outside of his posted holiday schedule shall be paid at the rate of one and one-half (1 1/2) times his basic hourly straight time rate for the hour(s) worked outside his posted schedule.
7. In no event shall a full-time regular employee receive more than one and one-half (1 1/2) times his basic hourly straight time rate for hours actually worked on his holiday in addition to payments prescribed in Article XI, Section 3.
8. The parties agree that, where the terms of this Settlement Agreement apply to presently pending valid grievances timely filed pursuant to the 1971 National Agreement, they shall be so applied with the understanding that (A) the terms of subparagraphs (b) and (c) of paragraph no. 3 shall not apply to any such grievance and (B) where a full-time regular employee worked on his holiday, he will be guaranteed (4) hours of work or pay in lieu thereof in addition to the holiday pay to which he is entitled under Article XI, Sections 2 and 3.
9. Where the terms of this Settlement Agreement, including but not limited to, paragraph no. 5 above, apply to presently pending valid grievances timely filed pursuant to the 1973 National Agreement, they shall be so applied with the understanding that the terms of subparagraphs (b) and (c) of paragraph no. 3 shall not apply to any such grievance.
10. It is understood that the terms of this Settlement Agreement shall, where applicable, apply to the provisions of Article XI for future holidays for the duration of the 1973 National Agreement.