

**EMPLOYEE AND LABOR RELATIONS GROUP**

Washington, DC 20250

July 16, 1974

Mr. Tony R. Huerta
Assistant Secretary Treasurer
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC - 20001

Re: Daniel Wells
West Palm Beach, FL
NB-S-1739 (M-26) 3SR-1212

Dear Mr. Huerta:

On June 24, 1974, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

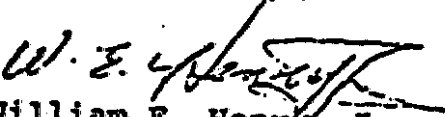
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The record evidence shows that employees whose designated holiday was February 16, 1974 were required to work on that day and that non-scheduled full-time employees were not given the opportunity to work if they wished to do so. To this extent, we find that the grievance is sustained.

It is our position that an employee classified as a letter carrier possesses the "needed skills", as provided in Article XI Section 6 the 1973 Agreement, to perform carrier duties on a holiday, provided he meets the necessary qualifications unique to a particular route, such as possession of a valid SF-46, etc. There is no provision in this section which provides for the assignment of "best qualified" employees to perform carrier work on a holiday. In the absence of any local memorandum of understanding providing to the contrary, full-time and part-time regular letter carriers who wish to work on a holiday must be afforded an opportunity to do so before arbitrarily assigning employees to work on their designated holiday.

By copy of this letter the Postmaster is instructed to comply with the provision set forth in Article XI Section 6 of the National Agreement with respect to affording the opportunity to work on a holiday to all full-time and part-time regular employees who wish to do so.

Sincerely Yours,



William E. Henry, Jr.

Labor Relations Department