



EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20260

APR 14 1977

Mr. Thomas D. Riley  
Assistant Secretary-Treasurer  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, NW  
Washington, DC 20001

Re: T. Wilson  
Steubenville, OH  
NC-C-4322/5-CLE-572

Dear Mr. Riley:

This will supersede and replace the Step 4 decision issued on the above-captioned grievance under date of March 25, 1977.

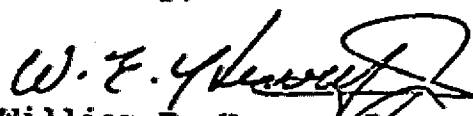
On the basis of our further discussion on this case, we have reconsidered the matter in dispute in the light of the particular language set forth in item (3)c. of the "Settlement Agreement" of March 4, 1974, concerning the scheduling of employees for holiday work under Article XI, Section 6 of the National Agreement.

The particular language in the referenced agreement pertains only to those situations where it is necessary to replace a properly scheduled full-time employee with another full-time employee. This language does not apply to replacing properly scheduled part-time flexible employees with a full-time regular employee.

In the particulars presented in this case, it is clear that a properly scheduled part-time flexible employee was replaced on the schedule by a full-time regular employee after the part-time flexible advised of being ill and of his inability to report as scheduled. Under such circumstances, the full-time regular employee is entitled to be compensated an additional fifty percent (50%) of his basic hourly straight-time rate of pay for each hour worked on the holiday schedule up to eight hours.

Accordingly, by copy of this letter, the postmaster is instructed to pay the grievant an additional fifty percent (50%) of his basic hourly straight-time rate of pay for the work performed on his designated holiday, July 3, 1976.

Sincerely,

  
William E. Henry, Jr.