

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.

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- 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 employee 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) four 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.

United States Postal Service

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