

ARTICLE 11 HOLIDAYS

11.1 Section 1. Holidays Observed

The following ten (10) days shall be considered holidays for full-time and part-time regular scheduled employees hereinafter referred to in this Article as "employees":

New Year's Day
 Martin Luther King, Jr.'s Birthday
 Presidents Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 Christmas Day

Only full-time regular, full-time flexible, part-time regular, and CCA (see Article 11.8) employees receive holiday pay. Part-time flexible employees do not. Instead, as explained under Article 11.7, part-time flexible employees, other than those in Step AA, are paid at a slightly higher straight-time hourly rate to compensate them for not receiving paid holidays.

11.2 Section 2. Eligibility

To be eligible for holiday pay, an employee must be in a pay status the last hour of the employee's scheduled workday prior to or the first hour of the employee's scheduled workday after the holiday.

An employee who has been granted any paid leave is considered to be in a pay status.

Section 3. Payment

- 11.3.A A. An employee shall receive holiday pay at the employee's base hourly straight time rate for a number of hours equal to the employee's regular daily working schedule, not to exceed eight (8) hours. **Effective with the 2021 Independence Day holiday, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave in lieu of holiday leave pay.**

Full-time employees receive eight hours of holiday pay. Part-time regular employees scheduled to work a minimum of five days per service week are paid for the number of hours in their regular schedule. Part-time regular employees who are regularly scheduled to work less than five days per service week receive holiday pay only if the holiday falls on a regularly scheduled workday (ELM Section 434.421). See Article 11.8 for CCA holiday pay.

11.3.B

B. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee's holiday.

Holiday pay replaces other approved paid leave which the employee would otherwise receive on the holiday. For example, employees who would otherwise receive sick or annual leave on the holiday would not have this time charged against their sick and annual leave balance.

11.4

Section 4. Holiday Work

A. An employee required to work on a holiday other than Christmas shall be paid the base hourly straight time rate for each hour worked up to eight (8) hours. **Effective with the 2021 Independence Day holiday, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive the holiday pay to which the employee is entitled as above described.**

B. An employee required to work on Christmas shall be paid one and one-half (1 1/2) times the base hourly straight time rate for each hour worked. **Effective with the 2021 Independence Day holiday, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive the holiday pay to which the employee is entitled as above described.**

C. **Deferred holiday leave credited in accordance with Section 4.A or 4.B, above, will be subject to all applicable rules for requesting and scheduling annual leave and shall be combined with annual leave and counted as annual leave for the purposes of annual leave carryover.**

An employee who works on a holiday (except Christmas Day) or day designated as their holiday will be paid at the base straight-time rate for each hour worked, up to eight. Effective with the 2021 Independence Day holiday, employees who work their holiday or day designated as their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave in lieu of holiday leave pay.

Overtime is paid for work in excess of eight hours on a holiday or designated holiday (ELM Section 434.53(a)). This is true whether or not an employee elects to have their annual leave balance credited with up to eight (8) hours of annual leave in lieu of holiday leave pay.

Regular employees who are required to work on Christmas Day or their designated Christmas holiday are paid an additional 50 percent of their base hourly straight-time rate for up to eight hours of Christmas worked pay, in addition to their holiday worked pay. Part-time flexible employees receive an additional 50 percent Christmas worked pay for hours actually worked on Christmas Day—December 25 (ELM Section 434.52).

Guarantees. A full-time employee who is called in to work on a holiday or a day designated as the employee's holiday is guaranteed eight hours of work (or pay if there is less than eight hours of work available).

11.5 Section 5. Holiday on Non-Work Day

A. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

B. When an employee's scheduled non-work day falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday shall be designated as that employee's holiday.

11.6.A Section 6. Holiday Schedule

A. The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.

B. As many full-time and part-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday. Such employees will not be required to work on a holiday or day designated as their holiday unless all casuals and part-time flexibles are utilized to the maximum extent possible, even if the payment of overtime is required, and unless all full-time and part-time regulars with the needed skills who wish to work on the holiday have been afforded an opportunity to do so.

11.6.C C. An employee scheduled to work on a holiday who does not work shall not receive holiday pay, unless such absence is based on an extreme emergency situation and is excused by the Employer.

D. Qualified CCAs will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a nonscheduled day or any full-time non-volunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.

The intent of Article 11.6 is to permit the maximum number of full-time regular, full-time flexible, and part-time regular employees to be off on the holiday should they desire not to work while preserving the right of employees who wish to work their holiday or designated holiday.

Article 11.6.B provides the scheduling procedure for holiday assignments. Keep in mind that Article 30.B.13 provides that "the method of selecting employees to work on a holiday" is a subject for discussion during the period of local implementation. The Local Memorandum of Understanding (LMOU) may contain a local pecking order. In the absence of LMOU provisions or a past practice concerning holiday assignments, the following minimum pecking order should be followed:

- 1) All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- 2) All full-time regular, full-time flexible, and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday (by seniority).
- 3) City carrier assistant employees.
- 4) All full-time regular, full-time flexible, and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day (by seniority).
- 5) Full-time regular, full-time flexible, and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their non-scheduled day (by inverse seniority).
- 6) Full-time regular, full-time flexible, and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their holiday or designated holiday (by inverse seniority).

Adverse inferences concerning whether a pecking order contained in an LMOU is in conflict or inconsistent with the language of Article 11.6 should not be drawn solely because the parties at the national level have agreed to a default pecking order.

Holiday Schedule Posting. The provisions of Article 11.4.A concerning straight-time pay for holiday work apply to all full-time employees whose holiday schedule is properly posted in accordance with this section. If the holiday schedule is not posted as of Tuesday preceding the service week in which the holiday falls, a full-time employee required to work on his or her holiday or designated holiday, or who volunteers to work on such day, will receive holiday scheduling premium for each hour of work, up to eight hours. However, ELM Section 434.53.c(2) provides that:

ELM 434.53.c(2) In the event that, subsequent to the Tuesday posting period, an emergency situation attributable to Act(s) of God arises that requires the use of manpower on that holiday in excess of that scheduled in the Tuesday posting, full-time regular employees who are required to work or who volunteer to work in this circumstance(s) do not receive holiday scheduling premium.

Additionally, if a full-time employee replaces another full-time employee who was scheduled to work and calls in sick or is otherwise unable to work after the Tuesday deadline, the replacement employee is not eligible for holiday scheduling premium. This is true even if the employee being replaced was on a regular work day (rather than a holiday or designated holiday). In B90N-4B-C 94029392, November 28, 1997

(C-17582) National Arbitrator Snow ruled that "...whether the replaced employee is scheduled for a regular day or for his or her holiday is of no consequence with regard to the application of ELM Section 434.533(c)." Note: This is currently ELM Section 434.53.c(3).

Full-time employees who are scheduled after the Tuesday deadline to replace a properly scheduled part-time flexible employee who calls in sick or is otherwise unable to work are eligible for holiday scheduling premium (Step 4, NC-C-4322, April 14, 1977, M-00150).

Full-time employees who are scheduled after the Tuesday deadline to replace a properly scheduled CCA who calls in sick or is otherwise unable to work are also eligible for holiday scheduling premium.

The posting of a holiday schedule on the Tuesday preceding the service week in which the holiday falls is to include part-time flexible employees who at that point in time are scheduled to work on the holiday in question. If additional part-time flexible employees are scheduled after the Tuesday posting, there is no entitlement to additional compensation for those part-time flexible employees who are scheduled after the posting deadline.

Arbitrator Mittenthal held in H4N-NA-C 21 (2nd Issue), January 19, 1987 (C-06775) that a regular employee who volunteers to work on a holiday or designated holiday has only volunteered to work eight hours. A regular volunteer cannot work beyond the eight hours without supervision first exhausting the ODL. He also ruled that management may not ignore the holiday pecking order provisions to avoid the payment of penalty overtime and remanded the issue of remedy for such violations to the parties. The relationship between Article 11 and the overtime provisions of Article 8 is discussed further under Article 8.5.

The Memorandum of Understanding dated October 19, 1988 (M-00859) provides:

The parties agree that the Employer may not refuse to comply with the holiday scheduling pecking order provisions of Article 11.6 or the provisions of a Local Memorandum of Understanding in order to avoid payment of penalty overtime. The parties further agree to remedy past and future violations of the above understanding as follows.

1. Full-time employees and part-time regular employees who file a timely grievance because they were improperly assigned to work their holiday or designated holiday will be compensated at an additional premium of 50 percent of the base hourly straight time rate.
2. For each full-time employee or part-time regular employee improperly assigned to work a holiday or designated holiday, the Employer will compensate the employee who should have worked but was not permitted to do so, pursuant to the provisions of Article

11.6, or pursuant to a Local Memorandum of Understanding, at the rate of pay the employee would have earned had he or she worked on that holiday.

While Mittenthal ruled that it was a violation to ignore the pecking order to avoid payment of penalty overtime, he did indicate that "...the Postal Service can, of course, choose from among the part-time flexibles (or from among the regular volunteers, etc.) in order to limit its labor cost. That kind of choice would not conflict with the 'pecking order'."

National Arbitrator Fasser ruled in NC-C-6085, August 16, 1978 (C-02975) on the appropriate remedy for violations of Article 11.6. He found that when an employee who volunteered to work on a holiday or designated holiday is erroneously not scheduled to work, the appropriate remedy now is to compensate the overlooked holiday volunteer for the total hours of lost work.

11.7 **Section 7. Holiday Part-Time Employee**

A part-time flexible schedule employee shall not receive holiday pay as such. **Part-Time Flexible** employees **other than those in Step AA** shall be compensated for the ten (10) holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by 2,000 hours. For work performed on December 25, a part-time flexible schedule employee shall be paid in addition to the employee's regular straight time hourly rate, one-half (1/2) times the employee's regular straight time hourly rate for each hour worked up to eight (8) hours.

Both Article 11.1 and 11.7 provide that part-time flexible employees do not receive holiday pay. Instead, Article 11.7 provides that the holiday pay that regular carriers receive is built into the regular hourly rate for part-time flexible employees other than those in Step AA. This explains why a part-time flexible's hourly pay is always higher than that of a regular employee at the same level and step except for those PTFs in Step AA. Under the provisions of Article 11.7, the straight-time hourly rate for a part-time flexible (other than those in Step AA) is computed by dividing the annual salary for a full-time regular at that level and step by 2,000 hours, rather than the 2,080 figure used to calculate the full-time regular's hourly rate. The difference of eighty hours is exactly equivalent to a regular employee's pay for ten holidays.

For example: Effective November 17, 2001, a Grade 1, Step A full-time regular carrier's annual salary was \$32,735. Dividing this by 2,080 results in a straight-time hourly rate for a full-time regular in that grade and step of \$15.74. However, dividing the same number by 2,000 results in a straight-time hourly rate for a Grade 1, Step A part-time flexible of \$16.37.

11.8 Section 8. City Carrier Assistant Holidays**A. Holidays Observed**

The following six (6) days shall be considered holidays for city carrier assistants (CCAs):

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

B. Eligibility

To be eligible for holiday pay, a CCA must be in a pay status the last hour of the employee's scheduled workday prior to or the first hour of the employee's scheduled workday after the holiday.

C. Payment

CCAs shall receive holiday pay at the employee's base hourly straight time rate. The number of hours of holiday leave pay for a CCA will be determined by the size of the office in which he/she works:

- 200 Workyear offices 8 hours
- POSPlan offices 4 hours
- All other offices 6 hours

Effective with the 2021 Independence Day holiday, CCAs who work on a holiday may, at their option, elect to have their annual leave balance credited with 4, 6, or 8 hours (as applicable) of annual leave in lieu of receiving holiday pay.