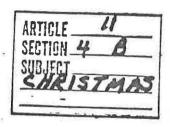


UNITED STATES POSTAL SERVICE 475 L'Enfant Plaza, SW Washington, DC 20260

July 2, 1982



Mr. Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: R. Rivenbark
Orlando, FL 32802
H1C-3W-C-4572

Dear Mr. Anderson:

On June 2, 1982, we met to discuss the above-captioned grievance at the fourth step of the contractual grievance procedure.

The question in this grievance is whether the grievant is entitled to Christmas Worked Pay for time worked from 2030 hours to 2400 hours on December 25, 1981.

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

The Union contends that since the hours cited were on the calendar day of December 25, then the grievant is entitled to Christmas Worked Pay.

It is the position of the Postal Service that under circumstances present in this case that the grievant is not entitled to Christmas Worked Pay. Article 11, Section 4.B, sets forth the provisions for receiving Christmas Worked Pay. This section authorizes Chistmas Worked Pay only on the employee's holiday. Specifically, "... in addition to the holiday pay to which the employee is entitled..." The grievant, in this case, was non-scheduled on his Christmas Holiday which was the service day, December 25, 1981. When the grievant reported to work at 2030 hours on December 25, he was reporting for the service day, December 26. herefore, the grievant's work was not in conjunction with oliday Leave and does not qualify for the Christmas Worked Pay.