

Robert Plover
NCE 11,171
Philadelphia, PA

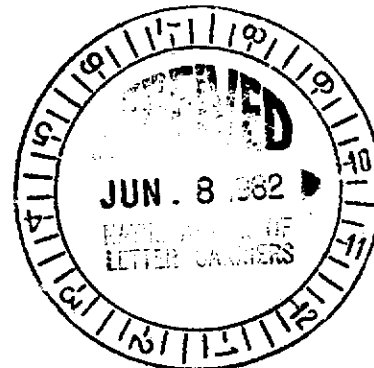
R. Hanton
NCE 15,073

M. Crafton
NCE 15,144

A-C

C# 05542

IN THE MATTER OF THE ARBITRATION, BETWEEN
NATIONAL ASSOCIATION OF LETTER CARRIERS .
-AND-
UNITED STATES POSTAL SERVICE



The cases listed herein were scheduled in accordance with the provisions of the 11/9/81 USPS-NALC Backlog Arbitration Agreement.

All of the hearings herein were held at the Philadelphia Post Office 30th and Market Streets, Philadelphia, Pa.
19104

Arbitrator: Walter H. Powell, Esquire

APPEARANCES:

FOR THE UNION

James M. Jackson

FOR THE POSTAL SERVICE

Jeffrey A. Moran, Mgr.
Labor Relations

The grievant, Robert Plover testified that he had hung his watch on the heater knob in a postal vehicle. He left the vehicle, allegedly locked the door and when he returned found the door broken open and his watch missing. He made a claim for \$35 which was denied on the ground that he was negligent. The claim was made under the 1975-78 agreement, Article XXVII Employee Claims.

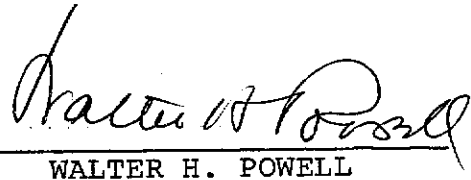
It is the opinion of the Arbitrator that the actions of the grievant were not so negligent so as to contribute to the loss. Anyone breaking into the vehicle might have taken anything handy, watch, rain garments or mail. There was no proof that the hanging watch was the enticement for the person or persons who broke into the vehicle.

While the watch had a certain sentimental value to the employee, the market value at the point of loss was negligible. He testified that it still kept time although it was thirteen years old when it was stolen. Accepting his word that the watch had originally cost thirty five dollars, then the market value or intrinsic value at the time of loss could not have exceeded ten dollars. Inasmuch as this is the minimum for which a claim may be paid, the claim is disallowed because of the level of liability rather than the negligence of the grievant.

A W A R D

Grievance Denied. Value of property does not meet the standards required by the Agreement. It is found that the actions of the grievant were not negligent, so as to have encouraged the loss.

June 15, 1982

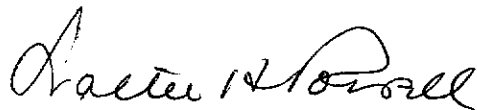

WALTER H. POWELL

The allegation is that the grievant failed to notify his station of his sick leave request before the beginning of his scheduled tour and thus was carried AWOL for one hour, and paid for the remainder of the day. The grievant did not report his intended absence until one-half hour after his starting time. After presenting proof that he had been at the doctor's office, the balance of the grievant's tour was approved.

Conscious efforts were made by the grievant to call as soon as practicable. The allegation that he did not call, and could have called is conjecture and not a proof of the feasibility of the grievant making such call. Without such proof it must be assumed that the grievant was unable to call at an earlier time.

A W A R D

Grievance is Granted. The grievant shall be paid for the one hour sick leave, and the AWOL shall be removed from his record.



WALTER H. POWELL
ARBITRATOR

June 15, 1982

ISSUE - Did Management violate the National Agreement, Article 41 Sections 1 & 2 in changing the reporting time of Utility-Carrier Marva Crafton from 4:30 to 5:00 A.M. when covering Route # 751

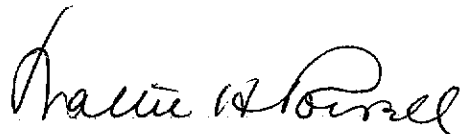
Both parties stipulated to certain facts and conditions:

- 1) Grievant's utility route assignment #794 covered five routes, only one of which is in question #751.
- 2) Grievant was advised (May 1978) that her reporting time when covering #751 was changed from 4:30 to 5 AM.
- 3) That all other keys on route #794 had starting time of 5 A.M.
- 4) The regular carrier for route #751 starts at 4:30 A.M.

When Ms. Crafton bid on this job she did so against existing schedules. Result of this change is effectively making grievant work out of schedule one day a week.

Several questions arose concerning contractual interpretation which were beyond the scope of this specific grievance and the relief requested. Appropriate portion of the National Agreement to be resolved are Article III Management Rights - preamble and B. Article X4. Letter Carrier Craft Section 1. Posting A, 4 and 5 B 4 (c) and C 4.

In light of the differences of opinion it was agreed that this case be remanded to the Contractual Interpretation Panel.



WALTER H. POWELL,
ARBITRATOR

June 15, 1982