

C#08188

REGULAR ARBITRATION PANEL

In the Matter of the Arbitration)
between)
UNITED STATES POSTAL SERVICE)
and)
NATIONAL ASSOCIATION OF LETTER)
CARRIERS AFL-CIO)

GRIEVANT: Joy Spradley

POST OFFICE: Miami, FL

CASE NO: S4N-3S-C 36778
GTS NO: 2272

BEFORE: Elvis C. Stephens,

ARBITRATOR

APPEARANCES:

For the U. S. Postal Service: Stephen H. Murray

For the Union: Don Southern

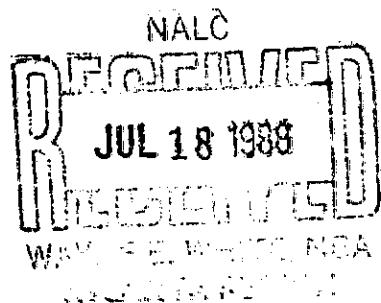
Place of Hearing: Executive Annex, Miami, FL

Date of hearing: June 14, 1988

AWARD: The grievance is denied. The wearing of a gold chain which is of obvious value (and which can be easily snatched) in a metropolitan area noted for thefts cannot be deemed reasonable. Thus the employer is not responsible for its loss.

Date of Award: July 13, 1988

Elvis C Stephens
Elvis C. Stephens



ISSUE

Did the employer violate Article 27 when it refused to reimburse the Grievant for the loss of her personal property?

INTRODUCTION AND BACKGROUND

On June 14, 1988 there was an arbitration hearing on the above referenced grievance at the Executive Annex, Miami, Florida. The arbitrator had been appointed to the case by the Southern Region Headquarters in accordance with the procedures agreed to by the parties. During the hearing the parties had opportunity to introduce evidence, and present and cross examine witnesses. Closing arguments were made at the end of the hearing.

The grievant is a Letter Carrier operating from the Coconut Grove Station, Coconut Grove, Florida. On Saturday, May 17, 1986 the grievant was delivering mail on Route 31. She reported "I stopped to answer a question a young black male asked regarding mail delivery. He suddenly grabbed the gold chain from my neck and fled on a bicycle." The Police were notified and took her statement.

A Form 2146 was filled out and the supervisor wrote "I feel that employee is entitled to reimbursement for loss of the gold chain that was taken from her possession while in the performance of her duties." The General Manager/Postmaster recommended to the Southern Region that the claim be disallowed. The Labor Relations Division of the Southern Region disallowed the claim on October 2, 1986. The claim was appealed to arbitration, where the parties agreed that it was properly before the arbitrator for a decision.

POSITION OF THE UNION

The possession of the gold chain was reasonable. The grievant had purchased it several years prior, and had worn it constantly ever since then. The employer is denying this claim because she has better taste in jewelry than the managers. She testified that the necklace was a part of her, and helped her project a good image. The cost of the necklace is not relevant to the claim. The fact is that the necklace was stolen from her while she was carrying her route.

No supervisor had ever told her not to wear the chain. The wearing was reasonable, and its loss should be reimbursed. The

union cited an arbitration case by this arbitrator in support of its position. (S8N-3W-C 6337, 1982)

POSITION OF THE EMPLOYER

The employer contends that the wearing of the gold chain was not reasonable or required by her duties. The necklace cannot be considered a part of the uniform required to be worn by the carriers. It was not necessary or incident to her duties.

Perhaps in a small town it would have been reasonable to wear such a necklace while carrying mail. However, it was not prudent to wear such necklace in Miami, with its reputation for crimes of this type. Anyone who chooses to wear a \$500 gold chain to work must be held responsible for it.

DISCUSSION AND OPINION

Part 642 of the ELM allows reimbursement to employees for lost or damaged property if:

"a. The possession of the lost or damaged property was reasonable or proper under the circumstances.

"b. The damage or loss was not caused in whole or in part by a negligent or wrongful act of the employee."

In 1982 this arbitrator upheld the claim of a carrier for reimbursement of his 10 speed bicycle which had been stolen from the parking lot of his station. (The case cited by the union above.) He had purchased this bicycle in response to a talk by the Postmaster about the energy shortage and how employees who lived close to the station might ride bicycles to work. Under those conditions the arbitrator thought it reasonable for the carrier to have the bicycle at the station.

The contract does not require the item to be necessary to perform the employee's duties, or even helpful, such as a watch. It only requires the possession to be reasonable and for the employee not be negligent. The employer contends that it is not reasonable to wear such a necklace in the part of Miami where the carrier worked. It is well known that in parts of Miami (or in any large city) the wearing of jewelry is a risk, since there are many thieves who snatch such items from their victims. A carrier, by the nature of the job, is exposed to potential robbery. Under such conditions, it would be reasonable not to wear items of obvious value and which can be easily stolen.