

C#04462

UNITED STATES POSTAL SERVICE

AND

NATIONAL ASSOCIATION OF
LETTER CARRIERS

RE: S1N-3A-C 10700
Grievance of D. Teague
Place of Hearing - Arlington, Texas
Date of Hearing - October 2, 1984

APPEARANCES

FOR THE UNION	William G. Licea, Local Business Agent
FOR THE POSTAL SERVICE	Holloway Adair, Jr., Labor Relations Representative
ARBITRATOR	John F. Caraway, selected by mutual agreement of the parties

This dispute concerns the denial of a claim filed by Mr. Teague for damage to five (5) pairs of trousers which were part of his Postal Service uniform. The claim was filed on May 25, 1982 and subsequently denied by the Postal Service on the basis that the damage to the trousers was the result of normal wear and tear.

Mr. Teague testified that sliding in and out of the driver's seat of his vehicle caused the left rear pocket to become worn and perforated with holes. They became non-serviceable. He had complained about this problem in the seat caused by the welting and protrusion of a side seat guard to the motor vehicle maintenance department in February 1982. Nothing was done to repair the vehicle. He filed his claim in May 1982. He turned in the five (5) pair of trousers in question to his supervisor Mr. Elwood on July 13, 1982. Mr. Elwood stated that they were needed in order to process his claim. He did not receive the

trousers back nor did he know what subsequently happened to them. By letter dated August 27, 1982 the claim was denied at the Regional level. The matter then proceeded to arbitration.

Mr. Elwood, Supervisor of Mail and Deliveries stated that he inspected the vehicle in February 1982 and saw nothing wrong with the vehicle which could have caused any tearing of Mr. Teague's trousers. He examined the trousers themselves and concluded that they were caused by simple wear and tear. He did not believe the webbing on the seat would cause any damage to Mr. Teague's trousers. He remembered that the trousers were received but did not know what happened to them.

Mr. Griffin, Vehicle Analyst, stated that he examined the vehicle and saw no defect in the seat. He also examined the trousers and noted a discoloration around the rear left pocket. This convinced him this was caused by normal wear and tear.

ISSUE

Did the Postal Service violate the National Agreement by denying Mr. Teague's claim for damage to five (5) pairs of trousers?

ARGUMENT

The Union maintains that the five (5) pair of trousers in question were damaged by reason of a defect in the seat of Mr. Teague's vehicle. Mr. Teague turned in a repair tag in order to have this condition corrected. It never was corrected.

Mr. Teague turned in the five (5) pair of trousers to prove his claim. These trousers were never returned to Mr. Teague. He is entitled to a claim of \$90.00 for reimbursement.

The Postal Service contends that it provides an annual clothing allowance of \$189.00 to Mr. Teague for uniforms. This is to replace uniforms and clothing which wears out. Considering this allowance the Postal Service is not liable to reimburse Mr. Teague for any damage to his clothing.

The Postal Service denies that there was any proof of a defect in the seat of the motor vehicle which could have caused the damage to Mr. Teague's trousers. Mr. Griffin stated that the wallet was discolored showing normal wear and tear. Since this was normal wear and tear under Article 27 the claim should be denied.

DECISION

Section 580 of the Employee and Labor Relations Manual provides for an annual allowance for employees for the purpose of purchasing uniforms. This provision also imposes upon the employee the responsibility for being adequately and properly dressed for duty. Supervisors are given the responsibility to see that the employee has a proper appearance in his uniform. Discipline may be imposed if the employee fails to adhere to this requirement. It is very clear that the employee must maintain an acceptable appearance or face discipline. In the instant case Mr. Teague was responsible for replacing or repairing the trousers in question otherwise he would face discipline. Mr. Teague did the proper thing by filing a claim and calling the problem of the trousers to the attention of supervision.

Regarding the Postal Service's argument that Mr. Teague would have no claim for reimbursement of the damaged trousers, the Arbitrator rejects this argument. Mr. Teague receives a

uniform allowance. He purchases clothing, shoes and other apparel for his work duties. Upon this purchase, this property becomes his personal property. It is not the property of the Postal Service. He is responsible for the maintenance and upkeep of this property. He does not return the uniform, shoes or jacket to the Postal Service should he terminate his employment. Since it is his personal property Article 27 authorizes his filing a claim for any loss or damage to that property. Article 27 requires that the loss not be caused by his negligence and that it not be the result of normal wear and tear.

The Arbitrator examined the vehicle in question and other similar vehicles to determine whether the explanation as to how the trousers were torn was reasonable. The Arbitrator believes that the trousers in fact could reasonably have been damaged by Mr. Teague sliding in and out of the seat in the vehicle. The reasons for this is the protrusion of a seat guard on the extreme left hand side of the seat. As the driver slides in and out of that seat the seat goes below the seat guard so that a wallet or the trousers would strike the seat guard and cause damage to the pocket. This is undoubtedly how the trousers were damaged. The damage to the trousers was not the result of any negligence of Mr. Teague. He had to operate this particular vehicle and was required to get in and out of the vehicle in order to perform his duties.

The Arbitrator does not believe that the damage to the trousers was the result of normal wear and tear. In the first place there were five (5) pair of trousers damaged in the same

area on each pair of trousers. Further when Mr. Teague placed a mail sack over the seat which would cover the seat side guard he had no further trouble with damage to the trousers. This demonstrates that it was not the result of wear and tear but was rather the design and condition of this particular seat which caused the damage in question.

The claim shows that the approximate cost of the five (5) pair of trousers was \$180.00. The Arbitrator believes that Mr. Teague's claim for \$90.00 is reasonable and is an adequate allowance for depreciation.

AWARD

The Union grievance is sustained. The Postal Service violated the National Agreement by refusing to pay Mr. Teague's claim for damage to five (5) pair of trousers. The Postal Service shall immediately pay Mr. Teague the sum of \$90.00 in payment of his claim.



IMPARTIAL ARBITRATOR

New Orleans, Louisiana

October 9, 1984