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ARBITRATION DECISION - AWARD

IN RE

United States Postal Service
Minneapolis, Minnesota

C4N-4C-C-18259
M. Roppe

and

National Association of Letter Carriers,
AFL-CIO, Branch 9

DISPUTE:

Denied claim for stolen purse.

Arbitrator:
Daniel G. Jacobowski, Esq.
September 10, 1986

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JURISDICTION

HEARING: Conducted August 20, 1986, in Minneapolis, on this contract grievance dispute, pursuant to the provisions and stipulations of the parties under their national agreement.

APPEARANCES: USPS: Labor Relations Representative, Thomas P. Gergen.
NALC: Regional Administrative Assistant, Stephen Hult.

ISSUE

QUESTION: Where the grievant had her purse stolen from her locked postal jeep, did management violate the contract in denying her claim, on the grounds she should not have left her purse in the jeep?

CASE SYNOPSIS: On April 28, 1986, the grievant had her purse stolen from her locked postal jeep. Her claim is for the loss of her purse, its contents, and the expense of replacing her home locks. Management denied her claim, on the grounds she should not have left the purse in her vehicle.

CONTRACT PROVISION APPLICABLE:

ARTICLE 27 - EMPLOYEE CLAIMS

"Subject to a \$10 minimum, an employee may file a claim within fourteen (14) days of the date of loss or damage and be reimbursed for loss or damage to his/her personal property except for motor vehicles and the contents thereof taking into consideration depreciation where the loss or damage was suffered in connection with or incident to the employee's employment while on duty or while on postal premises. The possession of the property must have been reasonable, or proper under the circumstances and the damage loss must not have been caused in whole or in part by the negligent or wrongful act of the employee..."

BACKGROUND - FACTS

On April 28, 1986, while on a city route delivery, the grievant had her purse and its contents stolen from her locked postal jeep. Upon returning to her jeep for another

mail packet, she discovered the window broken and her purse stolen. However, the mail did not appear to be stolen nor otherwise disturbed.

She described that she had placed her purse under some rain gear, on the floor of the jeep, under the mail, hidden from view. She stated that she always takes her purse with her on the route, hiding it in this manner, and that this a common practice among female carriers. The postal service disputes the propriety of this practice.

The total amount of her claim is for \$255.32, consisting of the following items. \$25 for the purse, purchased in Europe on a trip in June, 1985, and used only several weeks. A \$20 cash bill. \$20 for a wallet, received as a December, 1984, Christmas gift. \$18 for miscellaneous personal items used, including a compact, lipsticks, hairbrush, aspirin, kleenex, and gum. \$172.32 for replacement locks and keys at home. She estimated the value of the purse items, having no specific receipts for them. The day of the theft, she immediately had the locks replaced at home, because of the keys which were stolen with her purse, at the suggestion of the police, and to prevent the possible threat of a home burglary or attack due to the stolen keys. She has two daughters at home.

This is the second of the two cases heard at this hearing. At the beginning of the hearing on this case, the employer made an initial challenge of arbitrability, on the grounds that as a theft of personal property from a motor vehicle, it specifically was not arbitrable under Article 27, particularly because of the last three boldface paragraphs. The hearing then initially proceeded first on this separate arbitrability challenge. After the union's evidence and testimony from negotiations that the exclusion of Article 27 only applied to personal vehicles and not postal vehicles, the employer then withdrew its challenge of arbitrability, stipulating that it now agreed the matter was arbitrable on its merits. Thereafter the balance of the hearing continued on the merits of the substantive question.

ARGUMENT

UNION: It is standard practice for female carriers to take their purses with them on the route; the grievant used reasonable care in hiding it from view in the locked vehicle. Management's attempt to term this practice improper is without merit. The grievant's estimate of values was both sufficient and reasonable; it is common not to retain receipts for such items. The replacement of the home locks is a proper damage loss consideration, because of the stolen keys. Her claim is properly reimbursable under Article 27.

EMPLOYER: She should not have left her purse in the vehicle, and it was not needed in her work. Her keys could have been fastened on her belt clasp. Her purse could have been left in her locker. There are no receipts nor documentation of the value of the stolen items. The replacement of the locks is not a properly reimbursable item under Article 27, since there was no loss nor damage to them.

DISCUSSION

On the general question, I am satisfied that the grievant had a valid basis for a claim, under the circumstances here outlined, and upon consideration of the key elements as next discussed.

First, I find that it is reasonable and common practice for female carriers to take their purses with them on the route and lock them in their vehicle as did the grievant.

Second, I am satisfied that the grievant did hide her purse in the locked vehicle as she described. Management's attempt to cast doubt on her credibility, by suggesting that her purse was not hidden because the mail was not disturbed, is without merit and pure speculation.

Third, I find that the purchase value estimates she has placed on the purse and its contents, is reasonable, and do not require further documentation, since receipts may not be commonly kept for such small personal items. In considering depreciation, I have applied the following factors. A \$25 value for the purse is reasonable in view of its unique memorable Europe trip purchase. The billfold, is more properly reduced to \$10. \$20 is a reasonable amount for the remaining personal items in her purse, which includes the replacement of several keys.

Fourth, the most provocative challenge of the employer is over the propriety of including the lock replacement expense, on the grounds that it is not a damage or loss item. In the strict sense of the term, it is not. Even though the prevention against a potential home burglary or break in is understandable, that expense is an additional dimension beyond the simple and most direct meaning of the words in Article 27. I recognize the argument could expand for a more liberal and broader interpretation to include this expense. An additional challengeable feature of the locksmith bill is that it appears to include the installation cost of two new deadbolts, which is beyond the simple replacement or rekeying of the existing locks. The testimony of the grievant did not highlight this distinction. On weighing both sides of this factor, I find that it is questionable as a covered expense, and that the union has failed to prove the home lock replacement item as a damage loss matter covered by Article 27.

In summary then, I uphold the claim of the grievant in the amount of her claim, as to the following items. \$25 for the purse, \$20 cash, \$10 for the wallet, and \$20 for the miscellaneous contents and replacement of several keys, for a total reimbursement due of \$75.00.

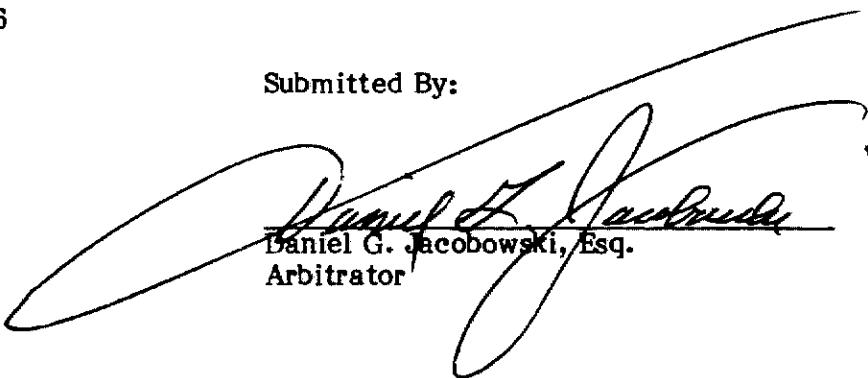
DECISION - AWARD

DECISION: Management has violated the contract by its failure to honor the claim of the grievant for the theft of her purse. The grievant has established a valid claim for the theft of its purse, and its contents, but not the home lock replacement cost. To this extent the grievance is sustained.

AWARD: The employer shall make reimbursement to the grievant for her claim in the amount of \$75.00

Dated: September 10, 1986

Submitted By:


Daniel G. Jacobowski, Esq.
Arbitrator