

C#01590

ARBITRATION AWARD

In the Matter of the Arbitration)
Between)
UNITED STATES POSTAL SERVICE) Case No. C8N-4A-C 2928
Peoria, Illinois)
And) ALBERT A. EPSTEIN
NATIONAL ASSOCIATION OF LETTER) ARBITRATOR
CARRIERS)

CLASS ACTION GRIEVANCE

THE PROCEEDINGS

The above parties, unable to resolve a grievance with reference to a claim for administrative leave on behalf of a number of carriers on January 13, 1979, submitted the matter to the undersigned for arbitration under the terms of their Labor Agreement.

A hearing on the matter was held at the Post Office in Peoria, Illinois on April 21, 1981. Both parties were represented and fully heard, testimony and evidence were received and both parties made oral closing arguments.

APPEARANCES

FOR THE UNION:

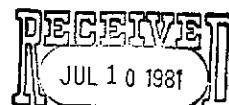
Mr. Roger F. Doyle

Regional Administrative
Assistant

FOR THE POSTAL SERVICE:

Mr. James K. Hellquist

Manager, Arbitration Branch,
Central Region



NATIONAL BUSINESS AGENT
CENTRAL REGION

THE ISSUE

Were carriers reporting for work on January 13, 1979 at various stations in the Peoria, Illinois Post Office area and who left early because of weather conditions, entitled to administrative leave for the balance of their tour?

PERTINENT LABOR AGREEMENT PROVISIONS

"ARTICLE V

GRIEVANCE-ARBITRATION PROCEDURE

"Section 4. Arbitration

A. General Provisions

(6) All decisions of an arbitrator will be final and binding. All decisions of arbitrators shall be limited to the terms and provisions of this Agreement, and in no event may the terms and provisions of the Agreement be altered, amended, or modified by an arbitrator. Unless otherwise provided in this Article, all costs, fees, and expenses charged by an arbitrator will be shared equally by the parties."

"ARTICLE XIX

HANDBOOKS AND MANUALS

"Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21 Timekeeper's Instructions."

PERTINENT EMPLOYEE & LABOR
RELATIONS MANUAL PROVISIONS

"519 Administrative Leave

599.1 Definition. Administrative leave is absence from duty authorized by appropriate postal officials, without charge to annual or sick leave and without loss of pay.

599.2 Events And Procedures For Granting
Administrative Leave

.214 Early Dismissal Due to Acts of God. When employees are dismissed from duty before the normal completion of their tour of duty due to an "Act of God," the following applies:

a. Full-Time Employees are entitled to credit for hours worked plus enough administrative leave to complete their tour of duty. This combination of work and leave is not to exceed 8 hours in any 1 day.

b. Part-Time Regular Employees are entitled to credit for hours worked plus enough administrative leave to complete their scheduled hours of duty. This combination of work and leave is not to exceed 8 hours in any 1 day.

.215 Employees Prevented From Reporting. Employees scheduled to report who are prevented from reporting or who after reporting are prevented from working by an "Act of God" may be excused as follows:

a. Full-time and part-time regular employees receive administrative leave to cover their scheduled tour of duty not to exceed 8 hours.

b. Part-time flexible employees receive administrative leave for 2 or 4 hours, as provided in 519.214c.

.216 Employees On Annual Leave. Employees on annual leave, sick leave, or LWOP remain in such status. They are not entitled to administrative leave.

DISCUSSION AND OPINION

The grievance in this case arises because there was a severe snowstorm in the Peoria area in which approximately eight or nine inches of snow fell on January 13, 1979.

Carriers reported for work but the weather prevented most of them from making deliveries. Most of them performed work in the station for a part of the day. A majority of them cased

their routes and, having no more mail to work, they were given the option of remaining at work without performing any service or of going home. The great majority of them went home under the following condition: they were told by their supervisors that they had the option of taking annual leave or leave without pay for the balance of the day. They were also told that there was a chance that the leave might be changed to administrative leave at a later time. When inquiry was made from the various supervisors about the authorization of administrative leave, they were told that only Director of Customer Service Russell could make that decision and that the individual station managers did not have that specific authority. In order to cover the day, most of the carriers filled out form 3971 requesting annual leave for the balance of the day. All of them could have stayed at the Post Office and performed no work and requested full pay, but because there was no work to be done and because most of them wanted to go home because of the heavy snow warning they filed form 3971 applications for annual leave, with the understanding that this might later be switched to administrative leave by the proper authorities. Thereafter, a grievance was filed on behalf of those adversely affected, in a Class Action requesting that the annual leave be changed to administrative leave.

The Union contends that management seemed to be saying that no administrative leave would be given because so many carriers made the effort and came in to work. The Union submits that the Postal Service management should have adhered to warning of local authorities about unsafe and hazardous driving conditions, and appropriately granted administrative leave to employees whose failure to work the entire day resulted from an Act of God within the meaning of the Administrative Leave provisions of the Employee & Labor Relations Manual.

The Postal Service took the position that no employee was dismissed from duty because of the weather conditions and that those who left for part of the day requested either annual leave or leave without pay for the remainder of their tours. The Postal Service contends that under the terms of Section 519.216 of the Employee & Labor Relations Manual, employees on annual leave, sick leave or leave without pay must remain in such status and are not entitled to administrative leave. It even questions whether the arbitrator has the authority to restore annual leave and grant administrative leave for the grievants because such action would violate the terms of 519.216 and would constitute an action beyond the contractual authority granted to the arbitrator. The Postal Service points out that the grievants were only told that there was a possibility of their leave being transferred to administrative leave but that there was no direct authorization of such action when the grievants left work. It submits that the grievants voluntarily signed the annual leave or leave without pay request forms and that they are now barred from obtaining a transfer to administrative leave.

I find that the circumstances in the instant case take it out of the typical instance where employees take normal annual leave, sick leave or leave without pay and are therefore barred from administrative leave for those periods under the terms of Section 519.216 of the Manual. In the instant case, there was clearly a severe snowstorm, which came well within the definition of an Act of God, under which the Postal Service management could have granted administrative leave. The carriers reported for work and performed all of the work that was available. While it was true that they were not dismissed at that time, there was a general warning in the area concerning the hazards and safety precautions because of the heavy snowfall.

The Postal Service says, in effect, that it would have preferred to have the carriers remain at their work stations, or in the work area, idling away the rest of their eight-hour day rather than granting them administrative leave for the balance of their tour. This is an illogical position, and adversely affects those carriers who came to work in the bad weather, performing all of the work that was available and who then decided to go home for the balance of the day under the only conditions which were made available to them. Because the appropriate authority was not available, the remaining managers told the carriers that they could leave upon filing requests for annual leave or for leave without pay and, in order to cover their day, the men complied.

It is clear that there was considerable discussion between management and the carriers that there was a strong possibility that their leave would be transferred to administrative leave. Even though there was no specific agreement or promise to that effect, this was an important factor affecting the action of those carriers who applied for the annual leave, or leave without pay, in order to go home and to avoid the increasing extremely bad weather.

Under all of these circumstances, I find that there was certainly an implied agreement that administrative leave would probably be granted. Considering the weather conditions and considering the fact that the men who left before completing their tour were motivated only by their desire to avoid further problems in returning to their homes and to avoid the obviously illogical situation where they could remain on the job doing nothing, the relief sought by the grievants is in keeping with the intent of the pertinent Employee & Labor Relations Manual Provisions, and should be granted.

A W A R D

Carriers reporting for work on January 13, 1979 at various stations in the Peoria, Illinois Post Office area and who left early because of weather conditions, are entitled to administrative leave for the balance of their tour.

Albert A. Epstein
ALBERT A. EPSTEIN
ARBITRATOR

CHICAGO, ILLINOIS
JULY 6, 1981