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UNITED STATES POSTAL SERVICE

-AND-

AMERICAN POSTAL WORKERS UNION

C 9068  
COPYRe: S8C-3F-C-1829  
Jerry Simmons

## APPEARANCES

FOR THE UNION: James W. Wheeler, Vice-President -  
Maintenance CraftFOR THE POSTAL  
SERVICE: Louis Shiver, Section Center Director  
for Employee and Labor RelationsARBITRATOR: John F. Caraway, selected by mutual  
agreement of the parties.

On February 25, 1979 a snow storm struck Little Rock, Arkansas. This storm struck at or about midnight. A number of employees were unable to report for work due to the snow conditions and icy roadways. Mr. Simmons and other grievants were unable to report to work on time and were given the option of taking annual leave or leave without pay. Five employees filed grievances intending that they should have been granted administrative leave. No discipline was imposed upon any employee because of his either being absent or late in reporting for work.

The Union introduced the testimony of witnesses who testified as to the snow and ice conditions. These witnesses stated that they were unable to report to work on time because of the icy conditions of the roadways. Thousands of homes were without power due to the storm. The hilly terrain of the Little Rock area made car travel even more difficult.

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INDUSTRIAL  
RELATIONS

Postmaster Sharp testified that he and many other employees were able to report for work on time or a few minutes late. All of the primary roadways were open, traffic was moving, mail delivery trucks were able to traverse from the general mail facility to the main post office. He denied the administrative leave because the weather conditions were not general in nature and groups of employees were not affected.

ISSUE

Did the Postal Service violate the agreement by refusing to grant the grievants' administrative leave resulting from the snowstorm on February 25, 1979.

ARGUMENT

The Union maintains that the weather conditions were severe with the snowstorm and ice on the roadways. This made it difficult to drive. The snow turned to ice which imposed great difficulty upon the grievants and their attempts to work. The testimony of the grievants showed that they made every reasonable effort to reach work on time but were prevented from doing so because of the weather conditions.

The Union points to the fact of the 61 employees scheduled to work on February 25, 1979, 37 were late. This was 60% of the work crew.

The Postal Service maintains that it is necessary that the weather conditions be general and affect groups of people. The evidence showed that most of the roadways were open, no interstates were closed, there were no extreme hospital cases, the trucks

made deliveries from the general mail facility to the main post office. The Postmaster had the sole discretion to grant administrative leave. He acted properly and not in an arbitrary manner by not granting this leave.

#### DECISION

The Employee and Labor Relations Manual defines administrative leave as an absence, authorized by the appropriate postal officials. Postmasters have the authority to approve administrative leave up to one day. Administrative leave may be granted where the absence is due to an Act of God. Section 519.2.211 defines Acts of God:

.21 Acts of God

.211 General. Acts of God involve community disasters such as fire, flood or storms. The disaster situation must be general rather than personal in scope and impact. It must prevent groups of employees from working or reporting to work.

Certain principles have evolved from prior arbitrations. In case No. NB-C-5609 (Arbitrator Fasser, 1976) it was held that the Postmaster had the sole discretion to decide if an Act of God occurred. This is subject to two conditions: (1) that the condition be "general in nature" and (2) that it affects "groups of employees" and prevents them from reporting for work or working. The Postmaster's decision can be challenged by the Union on the basis that it was arbitrary, capricious and unjust.

Arbitrator Holly decided a case analogous to the instant case. Certain areas of St. Petersburg, Florida, were flooded. Grievant was unable to report for work. The Arbitrator denied the

grievance because he found that groups of employees were not prevented from working or reporting for work. To justify administrative leave both conditions must be satisfied. (Arbitrator Holly, November 30, 1973).

The same result was reached by Arbitrator Fisher. He found that "groups of employees" were not prevented from reporting to work because of "black ice." (Arbitrator Fisher, decision of March 10, 1973).

It is apparent that administrative leave cannot be granted unless an Act of God has occurred. It must be general in nature and prevent groups of employees from working or reporting for work. The Postmaster's decision must be upheld unless the evidence proves that it was arbitrary, capricious or unjust. The Postmaster cannot grant administrative leave to some employees and deny leave to other employees who are similarly situated.

Applying these principles to the instant case, the ice storm was not general in nature. While power was out in many homes, there was no outage in other homes. Newspaper deliveries were normal and not curtailed. Hospital admissions for accidents were on an average for February 25, 1979. No streets were closed. All interstate highways were open. Mail routes from the General Facility to the Main Post Offices were maintained.

The grievants testified that it was impossible to report to work on time because of the snow and icy streets. They described the difficulties encountered in attempting to drive on a hilly terrain on icy streets. But Postmaster Sharp testified that he lived

in a hilly area and had no trouble getting to work on time. He denied administrative leave because groups of employees were not prevented from reporting for work, only individuals.

The Union argued that the ice storm was general in nature as proved by the fact that of the sixty-one employees scheduled to work thirty-seven (37) were late. But the evidence showed that the lateness of those employees involved only a few minutes. Very few employees were late to any significant extent.

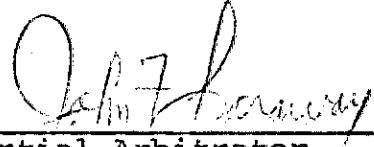
The Arbitrator concludes that the ice storm on February 25, 1979 was not "general in nature" and groups of employees were not prevented from reporting for work. The Postmaster was not arbitrary, capricious or unjust in denying administrative leave to the grievants.

AWARD

The Union grievance is denied. The Postal Service did not violate the Agreement by refusing to pay the grievants administrative leave for February 25, 1979.

New Orleans, Louisiana

December 13, 1979

  
John J. Flanery

Impartial Arbitrator