

C#09429

REGULAR ARBITRATION PANEL

In the Matter of the Arbitration)
between) Grievant: Louis DiPalma
UNITED STATES POSTAL SERVICE) Post Office: Syracuse, NY
and)
NATIONAL ASSOCIATION OF) Case No: N7N-1W-C 24782
LETTER CARRIERS, AFL-CIO) NALC GTS No. 3835

Before Jonathan S. Liebowitz , Arbitrator

Appearances:

For US Postal Service

Joseph F. Panek, Labor Relations Representative

For Union:

Donald Murray, NALC Advocate

Date of Hearing: October 3, 1989

Place of Hearing: P.O. 5640 East Taft Road, Syracuse, NY

Award: The grievance is denied.

Date of Award: October 14, 1989

Jonathan S. Liebowitz

Jonathan S. Liebowitz
Arbitrator

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ROBERT J. MASSARONI

Opinion

The grievance alleges a violation of the Time and Attendance (F-21) Manual, a part of the National Agreement pursuant to Article 19, in that grievant reported to work 15 minutes late on June 21, 1989 and on return from the street in the afternoon was given a 3971 by a supervisor and told to fill it out and that he would not be given the opportunity to extend his tour by the 15 minutes to fill out his eight-hour day. The grievance seeks that the time deducted from Mr. DiPalma's Annual Leave be granted as Administrative Leave for up to the eight hours that he was not allowed to work. The relevant sections (143.12) of the F-21 Manual are:

The following steps are to be followed in handling the timecard of an employee who is tardy and who reports to work up to 0.50 hours (30 minutes) late.

a. The employee is to report directly to his supervisor in order to obtain his timecard.

b. The employee may be required or permitted to make up the time by extending his regular work schedule for his tour, providing the period of tardiness is without pay. Out-of-schedule overtime will not be paid for work extending beyond the regular established work schedule to make up the amount of tardiness.

Alternatively, the tardiness can be charged to annual leave, if available, or to leave without pay. In these instances the employee must end his tour of duty when the leave charge and work hours equal the total hours of his normal tour of duty (unless overtime has been authorized).

c. The employee must initiate Form 3971 before the supervisor gives him his timecard.

§143.21 of the F-21 Manual provides as pertinent: "The supervisor may exercise his own best judgment as to whether the request for an extension should be granted."

Mr. DiPalma testified that his supervisor, Mr. Sheridan, left a Form 3971 on his case and that other Letter Carriers humiliated him about it. DiPalma testified that on his return, he would write up "moved left no orders" and change of address cards; he usually has mail for that; he probably did, but that he cannot say for sure that he did, on June 21st. Management contends that there was only one change of address (Sheridan's testimony) and no moved left no orders for grievant to work on when he returned on that date. Mr. DiPalma also testified that when he was late four to five minutes, he would work to the end of the day. But he was late 15 minutes; Mr. Sheridan's testi-

mony is that the practice for all others was to charge such latenesses to Annual Leave. DiPalma said that he was late because of an accident on Route 81 and that management did not explain why he was forced to take Annual Leave; Mr. Sheridan testified that DiPalma told him that he was working at home and lost track of the time.

Union witness Daniel Brilbeck testified that Mr. Sheridan said that he was seeking to conserve work hours. Mr. Sheridan testified that he may have said that and that that goes with the pivoting of routes which was taking place at that time. Per management, Mr. DiPalma would have received additional time for which he did not work because he also reported early from the street. Mr. DiPalma did not call in to say that he would be late or request a change in his work schedule although he had planned to work 15 minutes past his normal end time to make up for his tardiness.

The provisions of the F-21 Manual, above, show that it is not mandatory to grant an extension of regular work schedule

and that it is up to the supervisor's best judgment. There is no evidence here that the supervisor's judgment was exercised improperly in light of volume of work available.

As to E&LRM §§432.63 and 432.61, cited by the Union, it is undisputed that guarantee time applies only to an employee's normal work schedule and not to extension for an employee who reports to work late. It appears that the Service could have done a better job of explaining to Mr. DiPalma why he was charged with Annual Leave but that does not amount to a violation of the contract. The provisions of §143.12 b are in issue here; Sheridan's testimony that §§ a and c were not followed does not establish the grievance. Sheridan said that he could have taken 15 minutes from the PTF Carriers (3) that day and given it to grievant, but that he was not required to. That appears to be correct under the F-21. Sheridan said that he did not see any work available for grievant and that grievant did not identify any. The fact that grievant was less than 1/2 hour late (143.12, F-21) does not carry with it a manage-

DiPalma

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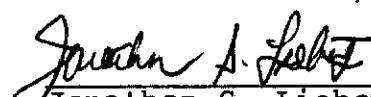
ment obligation under the facts and circumstances of this case to grant an extension of regular work schedule for grievant's tour.

No contract violation having been shown, this grievance should be denied.

Award

The grievance is denied.

Dated: October 14, 1989



Jonathan S. Liebowitz
Arbitrator