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In the arbitration between
United States Postal Service
and
American Postal Workers Union

Decision on
Grievance No.
SJC-JW-C-3516
(Class Action)

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Appearances: for the Employer, Roland McPhail
for the Union, William Sullivan
Thomas Byerly

FEB 8 1980

INDUSTRIAL
RELATIONS

At a hearing held in Ft. Lauderdale, Florida on Thursday, November 29, 1979 the parties submitted for my decision and award this issue: "Whether or not the Postmaster violated the Agreement and/or the Employee Labor Relations Manual with reference to April 25, 1979".

Full opportunity was afforded both parties to present witnesses, exhibits and arguments. At the conclusion of the hearing it was agreed that briefs would be filed; they were received and carefully considered. On the basis of the presentations the following opinion and award is made.

The proceeding originated in a grievance dated April 25, 1979 requesting administrative leave for 130 named employees "who were late for work, unable to report to work, or had to leave early from work due to the excessive rain and floodings of the storm."

In brief the Union rests its case on the language of the Employee and Labor Relations Manual regarding administrative leave. By Paragraph 510.211 acts of God are defined as involving "community disasters such as fire, flood or storms, general rather than personal in scope and must prevent groups of

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employees from working or reporting for work". By 510.212 Postmasters have authority to approve administrative leave for up to one day.

The Union contends that an Act of God emergency resulted in a work curtailment, obligating the Postmaster to provide the grievants leave with pay for the time lost. His failure to authorize the requested leave under the conditions of April 25 violated the regulations in the Manual as incorporated into the National Agreement by Section X. Therefore the grievance should be sustained with management ordered to provide the required compensation.

The Postal Service denies a violation of the regulations or Agreement. While management agrees that severe rainfall occurred in certain areas causing some impassable street conditions and flooding of intersections, its records show the vast majority of employees had reported on time, and that most of the mail was processed and delivered. While many employees were inconvenienced, the Postmaster believes he exercised his authority properly in not authorizing administrative leave.

Under the Agreement the management rights are acknowledged in Article III. Further by Paragraph 519 of the Manual the Installation Head alone has authority to approve or not to grant administrative leave, with no right for Union sharing in the determination. Clearly the Postmaster had exercised proper discretion by not terminating operations.

There was no discrimination; no arbitrary or unreasonable or capricious decisions. All facts of the situation being carefully appraised before he decided that no community disaster existed, — therefore the Union position has no merit, according to management.

Opinion

The question to be resolved in this dispute is the Union claim that management violated the Agreement and/or the Employee Labor Relations Manual by the Postmaster's decision not to grant administrative leave to the grievants. My duty is to interpret the terms and language of the documents without modification or alteration. I am not to judge whether management's decision was equitable or reasonable but only whether it violated the rules.

There is agreement that a storm affected driving conditions on April 25; the Postmaster does not challenge the Union contention that heavy rains were due to an Act of God.

The evidence shows that approximately 90 percent of employees reported for duty, including some delayed by bad driving conditions. With 86 percent of the mail delivered, the evidence supports the management position that no "community disaster" arose from the storm and that there was no curtailment of operations for the employees in the bargaining unit. Therefore there was no basis for applying Article 14 of the Local Agreement which refers to curtailment of operation situations.

Of primary significance is the wording of the Administrative Leave provisions giving authority to Postmasters to approve leave up to one day, stating that employees prevented from reporting by an Act of God may be excused. (Par. 510.215) That wording expresses possibility of such leave rather than an obligation of management to grant requested leave.

The Employer asserts that the Manual permits compensation for a catastrophe, as a matter of discretion exercised by management alone. It denies that it is required to grant such leave. The wording of Paragraph .215 supports its position that the Manual provides no guaranteed employee benefit such as a negotiated leave program. Rather than a required benefit, the Manual gives the Postmaster the discretionary authority, without the obligation or requirement for administrative leave to be approved.

The Union offered in support of its position the decision at the Atlanta Bulk Mail Facility (Case SSM-3D-6-1302). That opinion stated that Section 519 "allows rather than mandates up to 8 hours of administrative leave." Management there denied the requested leave for a few employees absent for 8 hours while allowing it for those working part of their tour. The Union was sustained in the contention that this action rewarded the latter and penalized the former group. No analogy to the present situation exists. Management here denied all administrative leave, deciding that the conditions did not warrant it.

A most pertinent consideration argued here by management, the history shows that the Unions party to the National Agreement have sought a change in management discretionary authority over administrative leave.

Since 1970 the language of the Manual has remained unchanged in 519.212 (previously 721.9) while from 1971 through 1978 the Unions tried unsuccessfully to negotiate on authority of the postmaster to decide when administrative leave shall be allowed. (See P. 12 of the decision of Paul Fasser in Case No. NS-C-5609; also 1978 Union proposal - Mgt. Ex. 2)

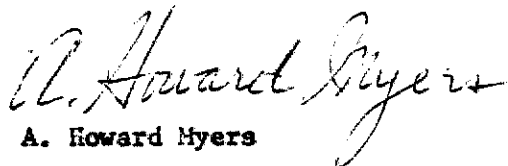
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The management properly argues what was well stated by Arbitrator Passer in a Cleveland case (NB-C-8609): "In making a determination the Postmaster is constrained to justify his decision to his superiors and not necessarily to his employees. While a capricious or discriminatory denial would put this responsibility in another light, there is no evidence of such a situation here."

The management correctly states that accepting the Union position would constitute a ruling that administrative leave is an automatic matter subject to evidence only as to lack of diligence in reporting on the employee's part. The rules give a postmaster responsibility for determining whether absences were in fact due to "Acts of God" or to lack of the employee's diligence, but only after first deciding that conditions warrant his approval of administrative leave.

As indicated above the Agreement precludes an arbitrator from in any way altering or modifying any terms. As the Manual by Article X is incorporated into the Agreement, the same restraint applies there.

After considering the evidence and the arguments the conclusion I reach is that the Postmaster's action did not violate either the Employee Labor Relations Manual or the Agreement with reference to April 25, 1979.


A. Howard Myers

January 28, 1980
Boca Raton, Florida