

C#03964

UNITED STATES POSTAL SERVICE

AND

NATIONAL ASSOCIATION OF LETTER
CARRIERS

RE: S1N-3D-C 4807 - S. Freeman
S1N-3D-C 4808 - Class Action
Anniston, AL

APPEARANCES:

FOR THE UNION	Ben Johnson, National Business Agent
FOR THE POSTAL SERVICE	Holloway Adair, Jr., Labor Relations Representative
ARBITRATOR	John F. Caraway, selected by mutual agreement of the parties

A severe snow storm struck Anniston, Alabama the night of January 12, 1982. It lasted during January 13 and 14, 1982. As a result some of the carriers were unable to report for work on January 13. This precipitated the Class Action grievance. Further, Mr. Freeman was unable to work on January 14 in addition to January 13 and filed a separate grievance. The grievance asked for administrative leave.

Mr. Davis, President of the Local Union, testified that he reported to work on January 13, 1982 because he lived inside the City and the roads were passable. An approximate total of thirty-four (34) employees scheduled to work, seventeen (17) reported for work while seventeen (17) carriers were unable to report for work. While the Postmaster said there was available work, Mr. Davis stated that what the carriers did as work assignment really constituted "make work". They checked boxes to be sure mail was in the correct boxes. They boxed third class mail and performed similar duties. There was no mail delivery on January 13. No

bulk mail was delivered to Anniston, Alabama from Birmingham, Alabama or Atlanta which would be the focal points from which bulk mail would emanate.

Mr. Davis stated that he was Vice President of the Alabama State Carrier's Association. During the course of his investigation he talked to other branches of the Union. He was advised that administrative leave was paid to carriers at Heflin, Alabama, which is about eighteen (18) miles from Anniston. Administrative leave was likewise paid to the carriers at Bessemer, Tuscaloosa and Birmingham, Alabama. He received no explanation from the Postmaster as to why these particular branches received administrative leave but the Anniston Postmaster denied the carriers who could not report for work or who took annual leave being denied administrative leave.

As its remedy, the Union asks that the Postal Service be ordered to pay administrative leave to all carriers who were unable to report for work on January 13 and in Mr. Freeman's case January 14. In addition, the Union asks that administrative leave be paid in lieu of annual leave used by employees who did report for work.

Postmaster Johnson stated that he arrived at the Postal facility in Anniston, Alabama on January 13, 1982 at about 5:00 A.M.. He determined that there would be no deliveries due to the snow and ice on the streets. He instructed his subordinates to advise any carrier who called in that there was available work if the carrier should desire to work. If not, the Postal Service would grant that

particular carrier annual leave. Work assignments, in fact, were supplied to the carriers who did report for work.

Mr. Johnson stated the reason he refused to pay administrative leave to the carriers was that groups of people did, in fact, report for work. Over one-half of the employees assigned to the Anniston Postal facility did report for work.

Pursuant to Section 519.211, Employee and Labor Relations Manual, he concluded that the carriers were not entitled to administrative leave. Regarding the administrative leave to pay to other facilities in Alabama, if that was the case, he had no knowledge whether that was or was not done. He made his decision based upon his authority to do so granted by the application provision of Employee and Labor Relations Manual.

CONTRACT PROVISIONS INVOLVED

Employee and Labor Relations Manual

"519 Administrative Leave

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

519.2 Events and Procedures For Granting Administrative Leave

.21 Acts of God

.211 General. Acts of God involve community disaster 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.

.212 Authorizing Administrative Leave For Acts of God

a. Postmasters and Installations Heads.
Postmasters and other installation heads
have authority to approve administrative
leave for up to 1 day."

ISSUE

Did the Postal Service violate the National Agreement
by refusing to pay administrative leave to carriers on January 13
and January 14, 1982?

ARGUMENT

The Union argues that a severe snow storm struck Anniston, Alabama on January 13 making it impossible for groups of carriers to report for work. In addition, Mr. Freeman could not report for work on January 14. This clearly satisfied the guide lines of the Employee and Labor Relations Manual.

The Union points to the fact that other Postal facilities in Alabama did pay administrative leave. This could only have been done with the approval of the Sectional Center at Birmingham, Alabama. Postmaster Johnson's denial of administrative leave to Anniston, Alabama was completely inconsistent, contradictory to the payment of administrative leave to these other facilities.

The Union maintains that there was no work to be performed on January 13. The Postal Service only created work of a stop gap nature. Carriers normally never performed the work which was assigned on the days in question.

The Postal Service contends that Postmaster Johnson acted in compliance with the provisions of the Employee & Labor Relations Manual in denying administrative leave. At least one-half of the

employees did, in fact, report for work and performed work.

While it is true that they did not perform their usual work, the Postal Service was required to assign them available work so that they could fill in the eight (8) hour requirement as set forth in Article 7.B. Since groups of persons did, in fact, report for work the grievants have no basis for their claim for administrative leave.

Regarding the payment of administrative leave to other branches in Alabama, this has no bearing on the factual situation which existed in Anniston on the days in question. The Postmaster had the authority to grant or deny administrative leave. He denied the administrative leave based on the facts which existed at his facility.

DECISION

Section 519 of the Employee & Labor Relations Manual sets forth the requirements for payment of administrative leave. There are three (3) basic elements which must be present prior to administrative leave being granted. First, there must be an Act of God such as a fire, flood, storm or similar circumstance. Second, there must be a general disaster situation. Third, groups of people must be prevented from working or reporting to work. See Arbitrator Williams in Case No. S8N-U-C 33168, and 33169 [October 29, 1983]. As the language is written all three (3) of these elements must be present in order to warrant payment of administrative leave. Each grievance involving administrative leave under this Section will turn on its own set of facts.

Weather effect upon the community, groups of persons involved, area location and similar factors, all peculiar to the individual case, must be considered in reaching a decision. The Arbitrator's responsibility is to apply the three (3) principles set forth in Section 519 to the facts of each individual case.

There can be no doubt that the severe snow and ice storm which struck Anniston, Alabama on January 13, 1982 was an Act of God.

To determine whether a general disaster existed evidence pertaining to conditions in the community as well as the Postal facility and its employees must be examined. January 13, 1982 was labeled as the most severe snow storm to ever strike Anniston, Alabama. But whether it created a general disaster is another question. It is true that there were no mail deliveries on January 13 or 14, 1982. But that a general disaster did not exist was proved by the fact that both military and civilian employees worked at Fort McLellan and the Anniston Army Ammunition Depot, or took annual leave. Some 5,000 employees were involved. Even more decisive of the issue that a general disaster did not exist are the number of letter carriers who worked on January 13, 1982. [Management Exhibit No. 2]. During the time period in question there were a complement of thirty-four (34) carriers. For the work day in question, January 13, 1982, sixteen (16) carriers worked. Six (6) carriers worked eight (8) hours while the remaining ten (10) carriers worked from six (6) hours down to two (2) hours, taking the difference in hours in annual leave.

There were six (6) carriers not scheduled to work on January 13.

Twelve (12) carriers took annual leave. This meant that approximately 50% of the carriers worked on January 13, 1982. If the non-scheduled carriers would be added to that figure, the percentage of carriers either working or not scheduled to work would approximate two-thirds (2/3) of the carrier work force.

The Arbitrator's conclusion is that a general disaster did not exist in Anniston, Alabama on January 13, 1982 which would warrant payment of administrative leave. Use of the term "disaster" means, insofar as the community is concerned, a complete shut down of all of the services of a community except for emergency services such as fire, police and hospitals. A general disaster does not exist where the evidence showed that employees were able to work in large facilities in the community and most significantly, over fifty (50%) percent of the letter carriers themselves were able to report for work and did, in fact, work.

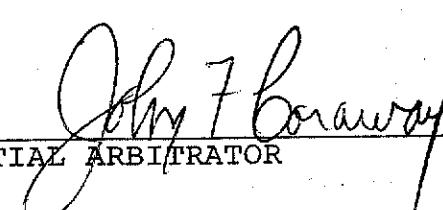
In view of this holding it is unnecessary for the Arbitrator to discuss the third element "it must prevent groups of employees from working or reporting to work."

Referring to the next day, January 14, 1982, review of the work force on that day shows a definite increase in the number of employees who worked. Of the thirty-four (34) carriers in the complement, twenty-four (24) worked either seven (7) or eight (8) hours. All but one (1) employee worked eight (8) hours with

one (1) employee working seven (7) hours. It is quite obvious that a general disaster did not exist on January 14, 1982.

AWARD

The Union grievance is denied. The Postal Service did not violate the National Agreement by refusing to pay administrative leave to the letter carriers on January 13, 1982 and to Mr. Freeman on January 14, 1982.



IMPARTIAL ARBITRATOR

New Orleans, Louisiana

December 2, 1983