

IN THE MATTER OF THE  
ARBITRATION BETWEEN

United States Postal Service  
Austin, Texas

Employer

-and-

National Association of  
Letter Carriers,

Union

OPINION AND AWARD

S1N-3U-C-4894

R. Tinsley

C#04483

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Before:

Robert W. Foster, Arbitrator

APPEARANCES

For the Employer:

Phillip A. Pelch, S.C. Director, E&LR

For the Union:

William C. Licea, Local Business Agent

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PRELIMINARY STATEMENT

The undersigned was appointed to arbitrate a dispute between the United States Postal Service (Employer) and the National Association of Letter Carriers (Union) arising out of a grievance pursued by the Union on behalf of Letter Carrier R. Tinsley (Grievant) to this arbitration proceeding according to the National Agreement between the parties. A hearing was held on July 12, 1984 in Austin, Texas attended by the Grievant and the above-named representatives of the parties who were accorded full and equal opportunity to present evidence and arguments. This matter is now properly before the arbitrator to render a final and binding decision according to the terms of the National Agreement.

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ment.

JOE Z. GONZALEZ  
NATIONAL BUSINESS AGENT  
N.L.C.  
DALLAS REGION # 10

ISSUE

Whether the Employer violated the National Agreement, and provisions of the Employee and Labor Relations Manual incorporated therein by reference, when it refused to grant Grievant administrative leave in lieu of annual leave for January 12 and 14, 1982?

PERTINENT PROVISIONS FROM THE 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 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.

.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.

BACKGROUND

Grievant resides in the small town of Dripping Springs located off of the main road outside of the city of Austin, Texas where Grievant is employed as a letter carrier. At approximately 11:00 A.M. on January 11, Grievant was told to go home because of a severe sleet and ice storm that was moving into the Austin area. On the morning of January 12, Grievant found that he could not get out of his driveway due to the icy conditions and called

the station to report that he would not be able to work that day due to the driving conditions. The supervisor's response was "okay." Grievant was able to come to work on January 13, but when he arrived home that evening and found that it was sleeting again, he called his supervisor and advised that he may not be able to come to work the next day and that his telephone may be out of order by the morning. Grievant, along with several other employees who likewise did not report to work due to the weather conditions, requested administrative leave for the missed days from work. The Postmaster disallowed these requests and charged the absences to annual leave. When Grievant questioned this decision, he was told that other employees were able to come to work on the days in question, including a supervisor who also lives in Dripping Springs. Grievant pointed out that the supervisor came in at 3:30 p.m. when the roads were clear and expressed anger at management for doubting his word. Whereupon Grievant filed the instant grievance asking for administrative leave for the two days of absence.

Grievant sponsored into evidence a written statement by the Mayor of Dripping Springs which reads as follows:

I will say that the 12th, 13th, and 14th of Jan. 1982, it was raining, freezing, sleeting and snowing and that the highways were hazards.

The supervisor at Grievant's station testified that most of the other 100 employees assigned there reported to work on January 12, 13 and 14, including a supervisor who resides in Dripping Springs who came to work at 3:30 p.m. This witness stated that the Postmaster decided not to grant administrative leave for the

days in question because the circumstances did not meet the criteria for "Act of God" administrative leave.

#### SUMMARIZED POSITION OF THE PARTIES

##### The Union

The Union points to the evidence of hazardous driving conditions that prevented Grievant from reporting to work after making an effort to do so. The Union characterizes the situation as a "community disaster," as evidenced by the statement of the Mayor of Dripping Springs, and contends that management should not expect employees to come to work under these circumstances.

Accordingly, the Union contends that Grievant should have been granted administrative leave and should be made whole by changing the charged annual leave to paid administrative leave.

##### The Employer

In support of its position that the circumstances did not meet the criteria for administrative leave as specified in section 519 of the E&LR Manual, the Employer cites a number of arbitration opinions denying administrative leave where the situation was isolated rather than general and the Postal Service did not curtail service. The Employer sees the circumstances involved here as paralleling those cases since the icy conditions that kept Grievant from reporting to work was personal and not general.

#### DISCUSSION AND OPINION

The outcome of this grievance turns on whether the circumstances that caused Grievant to be absent from work fall within the provisions of paragraph 519 of the E&LR Manual. Specifically,

each of the three criteria specified in section 519.211 must be met before Grievant is entitled to administrative leave. There must have been an Act of God, that was general rather than personal that prevent groups of employees from working or reporting to work.

The sleet and ice storm clearly falls within the phrase "an Act of God." But the fact that the mail was not curtailed leads to the compelling conclusion that the situation was not general. That is to say, the weather conditions that prevented Grievant from reporting to work was based on the location of Grievant's residence and not general in scope and impact.

Moreover, the fact that only a small percentage of employees assigned to the station were absent on the days in question preclude a finding of the remaining condition that groups of employees were prevented from working or reporting to work.

In summary, I have no doubt that Grievant was honest in his statement that weather conditions at his residence prevented him from reporting to work. I also agree with the Union's observation that Grievant should not have been required or expected to report to work on either of the days of his absence. But, to repeat, the arbitrator is bound by the express language setting forth the three conditions that must occur before employees are entitled to administrative leave rather than being charged with annual leave. Since two of the conditions were not met, it was a proper exercise of discretion for the Postmaster to deny the request for administrative leave.

AWARD

After careful consideration of the evidence and arguments of the parties, and based on the reasons set out above, the award is that the Employer did not violate the National Agreement, nor provisions from the E&LR Manual incorporated therein by reference, when it refused to grant Grievant administrative leave in lieu of annual leave for January 12 and 14, 1982.

Accordingly, the grievance is denied.

Robert W. Foster  
Robert W. Foster, Arbitrator

September 8, 1984

Columbia, South Carolina