

C#05276

UNITED STATES POSTAL SERVICE

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS

RE: S1N-3U-C 27516
Grievant - M. Jackson
Place of Hearing - Houston, Texas
Date of Hearing - August 27, 1985

APPEARANCES

FOR THE UNION	D. R. Beasley, Labor Representative
FOR THE POSTAL SERVICE	Roy Shirkey, Labor Relations Representative
ARBITRATOR	John F. Caraway, selected by mutual agreement of the parties.

On the night of September 29, 1983 or early morning of September 30 the Foster Place Station, Houston, Texas was burglarized. Office equipment and parcels were stolen and lockers were ransacked. The grievant, Mr. Jackson when he reported to work, found his locker open with the master lock being cut. Mr. Jackson found his Walkman AM/FM Cassette with headset stolen. He testified that the radio was three months old. He listened to his radio while performing work duties since the Houston Sectional Center permitted carriers to use headsets while casing mail.

Mr. Jackson filed an Employee Claim Form 2146 which was denied on the basis that the lost article was not in connection with or incident to his employment while on duty.

CONTRACT PROVISIONS INVOLVED

ARTICLE 27

EMPLOYEE CLAIMS

"Subject to a \$10 minimum, an employee may file a claim within fourteen (14) days of the date of loss or damage and be reimbursed for loss or damage to his/her personal property except for motor vehicles and the contents thereof taking into consideration depreciation where the loss or damage was suffered in connection with or incident to the employee's employment while on duty or while on postal premises. The possession of the property must have been reasonable, or proper under the circumstances and the damage or loss must not have been caused in whole or in part by the negligent or wrongful act of the employee. Loss or damage will not be compensated when it resulted from normal wear and tear associated with day-to-day living and working conditions. Claims should be documented, if possible, and submitted with recommendations by the Union steward to the Employer at the local level. The Employer will submit the claim, with the Employer's and the steward's recommendation, within 15 days, to the regional office for determination. The claim will be adjudicated within thirty (30) days after receipt at the regional office. An adverse determination on the claim may be appealed pursuant to the procedures for appealing an adverse decision in Step 3 of the grievance-arbitration procedure.

A decision letter denying a claim in whole or in part will include notification of the Union's right to appeal the decision to arbitration Under Article 15.

The regional office will provide to the Union's Regional Representative a copy of the denial letter referenced above, the claim form, and all documentation submitted in connection with the claim.

The installation head or designee will provide a copy of the denial letter to the steward whose recommendation is part of the claim form."

ISSUE

Did the Postal Service violate the National Agreement by refusing to pay Mr. Jackson's claim for his lost radio?

ARGUMENT

The Union contends that Mr. Jackson met all of the requirements of Article 27 of the National Agreement. His claim was over ten dollars (\$10.00) and was timely filed. The loss was incidental to his employment because it was located on postal property when stolen and was used at his work station.

The Union maintains that Mr. Jackson's claim for \$161.00 was proper since the radio originally cost \$159.00 and was new when purchased. The additional two dollars (\$2.00) was the cost of the lock which was destroyed.

The Postal Service maintains that a radio is not necessary in the performance of a Carrier's work duties. It is not an incident to his performing his job. Hence, the claim should be denied. Further, Mr. Jackson failed to prove the value of his claim. No receipt for the purchase of the radio was introduced into evidence. Finally, the Postal Service maintains that the claim for a radio of \$159.00 is excessive since a review of newspaper advertisements shows that a radio can be obtained for \$20 to \$30.

DECISION

Mr. Jackson suffered the loss of his radio when the Foster Place Station was burglarized. The radio was in his locker under lock and key. His locker was broken into and the radio stolen. Clearly there was no negligence on the part of Mr. Jackson.

The Arbitrator believes that when the Postal Service

allowed the Carriers to use their radio headsets at their cases, this was an affirmation that the use of radios was incidental to their work. While certainly the use of a radio is not absolutely necessary for an employee to case mail, it certainly cannot be disputed that the use of a radio by employees performing repetitive work enhances the work performance of that individual. This is as true of Letter Carriers as it is in the performance of the LSM Operators many of whom utilize radio headsets. Certainly, if Management felt that the use of radio headsets was a deterrent to the performance of work, Management would never have granted permission for Letter Carriers to use radio headsets while casing mail.

The Postal Service maintains that a claim for \$159.00 for a radio is grossly excessive. Newspaper advertisements indicate radios selling for \$20 to \$30 each. The Arbitrator investigated the price of a Walkman AM/FM Cassette with headset. The prices range from \$80 to \$150. Considering that the radio was only three (3) months old, the Arbitrator believes a fair value of the claim would be \$100 which would be roughly 2/3 of the original cost price of the radio. In addition \$2.00 should be added to the claim for the lost of the lock.

AWARD

The Union grievance is sustained. The Postal Service violated the National Agreement by refusing to pay Mr. Jackson's claim. The Postal Service shall immediately pay Mr. Jackson the sum of \$102.00 in payment of his claim.

New Orleans, La.

November 8, 1985


John F. Faraway
IMPARTIAL ARBITRATOR