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IN THE MATTER OF THE ARBITRATION BETWEEN

United States Postal Service
Lansing, Michigan

and

American Postal Workers Union
Lansing, Michigan

Appearances

For the Postal Service:

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For the Union:

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Case No: CIC-4B-C 4594
Local No: 82-026
Grievant: Teresa Houseman

Case No: CIC-4B-C 4595
Local No: 82-038
Grievant: Sue Hamilton

Case No: CIC-4B-C 4751
Local No: 82-039
Grievant: Rick Woods

Case No: CIC-4B-C 4752
Local No: 82-040
Grievant: Steve Price

Case No: CIC-4B-C 4753
Local No: 82-055
Grievant: Steve Richardson

Case No: CIC-4B-C 5140
Local No: 82-042
Grievant: Class Action

Statement of Jurisdiction

The hearing here in question came on before Mr. Robert F. Grabb as sole and Impartial Arbitrator under the terms of Article 15 of the Master Agreement between the Parties. The case was heard as a Regular Regional Level Arbitration on December 2, 1982. The Parties agreed that the grievance had been duly filed, that all procedural matters were in proper order and that the question in issue was properly before the Arbitrator for final and binding award. The

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Union filed a written post-hearing brief, originally scheduled to be filed on January 28, 1983, but after successive delays agreed upon by the Parties, was not presented to the Arbitrator until June 6, 1983. The Postal Service filed no brief despite continued assurances that it would. There was some indication that some of the cases here under consideration had been settled, but neither Party informed the Arbitrator. It should be stated here that the Arbitrator believes that the time has come--if not, indeed, passed--to render a decision.

The Issue

The issue in this case is whether the Postal Service violated the terms of the Collective Bargaining Agreement between the Parties when, under the circumstances more fully set forth below, it refused to grant Administrative Leave to employees who left work early or were unable to report to work because of a heavy snowstorm...

Background Facts and Positions of the Parties

The Union in this case seeks Administrative Leave for certain named employees on January 31, 1982 from 7:30 p.m. to midnight for three employees and 8 hours for one and for all Tour 2 and Tour 3 employees who on February 1, 1982 requested Administrative Leave or who took LWOP or Annual Leave in lieu of Administrative Leave and that any employees in the grieving groups who took Annual Leave on the two dates have that leave returned to them without cost.

The Union's position is that there was, in fact, a curtailment of operations on the dates in question, caused by a violent snowstorm, and that the Local Memorandum of Understanding provides that, "If management makes the decision to curtail or terminate postal operations, then employees shall not be charged Annual Leave unless they so request."

It should be noted at the outset that from the testimony and evidence presented by the Parties, the Arbitrator can only conclude that a snowstorm of gigantic proportions did strike the Lansing, Michigan area on January 31, 1982

and that its effects were still being felt on February 1, 1982. It was also "general rather than personal in scope and impact" as required by Section 519.211 of the ELM. The storm also prevented groups of employees from reporting for work. This latter conclusion was contested by the Postal Service because more employees reported than did not, but the Union's testimony and evidence was sufficient to support its argument that "groups" of employees could not report for work.

It was also established beyond any doubt, either by testimony and evidence or by stipulation, that Administrative Leave was granted by the Postmaster to Tour 1 employees. It was also denied to some of the Grievants on Tour 2 on January 31 or February 1, 1982 who either left early or were prevented from reporting and to some who were late or unable to report on February 1, 1982. Some Tour 3 employees were also denied Administrative Leave.

It was also stipulated that those Letter Carriers who reported for work were not sent out on their routes, and were not given Administrative Leave. They were offered the choice of "make work" or Annual Leave.

Further, it was established that on January 31, no mail was received in the Post Office and none was dispatched.

The Union's position is that the very fact that Administrative Leave was granted to Tour 1 employees demonstrates that there was a curtailment of postal operations. Further, that during the same hours that Tour 1 employees were granted Administrative Leave, obviously because of the storm, other employees on different tours were denied it.

The Postal Service argued that "at no time during the snowstorm did local management curtail or terminate the operation." In addition it urged that those employees on Tour 3 who left early did so of their own volition in that there was work available for them to do.

Discussion of the Issue

It is clear to the Arbitrator, as indicated above, that a violent snowstorm did affect postal operations at the Lansing, Michigan post office on the dates in question. It is also clear that local management did not make a formal declaration of suspension or curtailment. It did, however, grant Administrative Leave to certain employees which is clear proof that it believed that an Act of God had occurred which was general in nature and which affected groups of employees. It is incomprehensible that management granted Administrative Leave to one Tour of employees and, during the same hours, denied it to another Tour. The only conceivable answer is the Postmaster's testimony that he did not know the starting hours of the various groups on the three Tours. This, the Arbitrator finds, is not a satisfactory answer.

Despite the Union's protestations to the contrary, the Arbitrator accepts the Postal Service's testimony and evidence to the effect that there was work available in the Post Office for those employees who elected to leave work early. He also finds valid the Union's argument that a number of employees were unable to report to work because of the storm and are, because of the de facto curtailment by management, entitled to Administrative Leave.

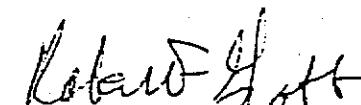
Award

For the reasons set forth above, the following Award is made:

1. Those Grievants whose hours of work coincided with the Tour 1 employees who were granted Administrative Leave during the storm hours until 7:30 a.m. on February 1 shall be granted commensurate Administrative Leave.
2. No relief is granted to employees who left work early and were offered annual leave unless their situation fits (1) above.
3. All employees on January 31 and February 1 who were unable to report because of the storm, and whose written statements to that

effect are on file with the Postal Service, shall be granted Administrative Leave in accordance with Section 519.2 of the ELM. The ELM states, inter alia, that employees on annual leave, sick leave and LWOP are not entitled to Administrative Leave. If, in fact, certain of the Grievances herein considered were settled by the Parties, the instant Award will have no effect on such settlements.

November 14, 1983


Robert F. Graff

Impartial Arbitrator