

C#314

ARBITRATION AWARD

In the Matter of the Arbitration)
Between)
UNITED STATES POSTAL SERVICE)
DETROIT, MICHIGAN)
-and-)
AMERICAN POSTAL WORKERS UNION)

CASE NO. C1-C-4B-C 4455
ALBERT A. EPSTEIN
ARBITRATOR

RECEIVED JUL 19 1983

BLOOD DONOR LEAVE GRIEVANCE

THE PROCEEDINGS

The above parties, unable to resolve a grievance filed by employees Leonard Schiller and Diane Corbett with reference to their claim for time off with pay for the purpose of blood donations, submitted the matter to the undersigned for arbitration under the terms of Labor Agreement between the parties.

A hearing on the matter was held at the Main Post Office in Detroit, Michigan on February 11, 1983. Both parties were represented and fully heard, testimony and evidence were received, and both parties filed a post hearing brief.

APPEARANCES

FOR THE UNION:

Mr. Phillip A. Tabbita	Industrial Relations Director
Ms. Diane Corbett	Grievant
Mr. Leonard Schiller	Grievant

FOR THE POSTAL SERVICE:

Mr. Lawrence G. Handy	Labor Relations Executive
Mr. Millard Whittaker	General Supervisor

THE ISSUE

Was Diane Corbett entitled to three hours time off with pay for the purpose of donating blood at the American Red Cross on January 15, 1983 and was Leonard Schiller entitled to four hours time off with pay for the purpose of donating blood at the St. John's Lutheran Church.

PERTINENT LABOR AGREEMENT
PROVISIONS

"ARTICLE 3

MANAGEMENT RIGHTS

The Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

- A. To direct employees of the Employer in the performance of official duties;
- B. To determine the methods, means, and personnel by which such operations are to be conducted;

"ARTICLE 10

LEAVE

"Section 1. Leave Regulations

The leave regulations in Subchapter 510 of the Employee and Labor Relations Manual, insofar as such regulations establish wages, hours and working conditions of employees covered by this Agreement, shall remain in effect for the life of this Agreement.

PERTINENT EMPLOYEE &
LABOR RELATIONS MANUAL PROVISIONS

"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.

.242 Administrative Determination.

Postal officials in charge of installations obtain necessary information concerning the hours during which the post offices are open in the political subdivisions in which their employees reside. They then make an administrative determination regarding the amount of excused absence necessary (and limits in accordance with 519.243). Employees are notified of this determination and of the procedures to be followed in obtaining advance approval for the absence.

.25 Blood Donations

.251 Policy.

All postal employees are urged to cooperate fully with the public programs for the health and security of their community. The time necessary includes the time required for travel and the time required by the medical facility to process the blood donation.

.252 Time Allowed

A. General Allowance. Postal employees may be excused for that period of time deemed reasonably necessary to cover any absence from regular tours of duty to make voluntary blood donations, without remuneration to the Red Cross, or the community, or other nonprofit blood bank. This regulation does not apply to those employees who participate in this program on their own time, off duty.

DISCUSSION AND OPINION

The grievances in this case arose over the requests of Diane Corbett and Leonard Schiller for administrative leave with pay for time spent donating blood, at the American Red Cross and at St. John's Lutheran Church. Corbett requested three hours of administrative leave in order to give blood on January 15, 1983 to an open heart surgery patient, at the request of the American Red Cross. Schiller requested four hours of administrative leave in order to give blood at a Blood Drive conducted at St. John's Lutheran Church on January 18, 1983.

The Post Office denied both requests because it felt that it had no obligation to pay for administrative blood donor leave, for these particular instances, because the requests were not related to a Post Office Blood Drive or to an imperative situation which would have required an absence to work. Instead the grievants were charged with annual leave for the respective period of time.

The Union contends that both grievants were complying with the policy of the Post Office, when they responded to the specific requests for blood donations in full accordance with American Red Cross. In response to the argument of the Post Office that the Blood Donor Regulations are not carte blanche for any employee to use blood donations as an excuse to escape regular work hours, the Union responds that nothing in the records of either of the two individuals show they are malingeringers. In fact the Union points out how both grievants are regular participants in the blood drives of the Post Office and in addition make personal donations of blood to the American Red Cross. The Union points out that the absences of the grievants for the blood donations did not cause any hardship for the Post Office, since it released these employees

and since it presents no evidence at the hearing that the release did cause any inconvenience, furthermore it notes that both grievants gave good reasons for the timing for their specific requests, noting that Corbett selected an option of times scheduled by American Red Cross which would take the least time from her work assignment and that Schiller likewise chose a time which would cause the least absence from work. It notes that the Supervisor of the grievants considered their excuses to be legitimate and therefore approved annual leave which he had the authority to deny.

The Union contends that the governing language provides that an employee be excused and paid for the time reasonably necessary to cover blood donations. It also submits that there is nothing in the regulations which requires compensatory blood donations to be solely limited to the annual Post Office Blood Drive. According to the Union there is nothing in the contract language and nothing in the Union's proposal in previous negotiations which would put a limit on the number of times an employee may give blood. It also points out that blood donations from any one individual are limited and that although both of the grievants have given blood many times, neither have ever requested blood donor leave prior to this particular case.

The Union urges a finding that both grievants complied with the general policy for Blood Donor Leave, that both grievants made reasonable requests for time necessary to make the blood donations and the grievants are therefore entitled to administrative leave to cover their blood donations absences.

It therefore request that the Arbitrator restore three hours of annual leave to Corbett and that he direct the Post Office to pay Schiller the equivalent of four hours annual leave.

The Postal Service contends that the pertinent provisions of the Employee & Labor Relations Manual provide for excused blood donor absence where the requested time off is reasonably necessary in the discretion management. It points out that in these particular situations there was no critical emergency requiring the grievants to give blood at the time which they selected. It notes also that the grievants could have donated blood at any one of a number of Red Cross locations which were open and available during days and hours in which the grievants did not regularly work.

The Postal Service submits that the Union is expanding the issue in this case to a class action requesting that all Postal Service Employees be granted blood donor leave whenever a request is made to voluntarily donate blood. It points out that in past national contract negotiations the Union proposed and granted administrative leave hours whenever an employee wanted to donate blood and that these proposals were not accepted.

Postal Service contends that there is no claim that the denial of the requests for administrative leave in these cases was arbitrary and capricious and therefore requests that under all of the circumstances herein that the grievances should be denied.

I agree with the position of the Postal Service that administrative leave is not required to be granted in every case of blood donations even though such actions are commendable and should be encouraged. Under the pertinent regulations, Postal Service Management approval of such a request is discretionary and maybe granted where the time off request is reasonably necessary for the particular situation.

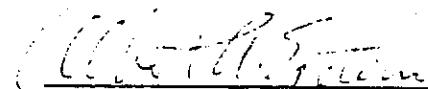
In these particular cases although the motives of the grievants were generous it was not absolutely essential that they had to donate blood at

the times which they selected, which would require time off from their work. It appears that other times outside of working hours were available and could have been arranged without seriously affecting the commendable purpose sought to be carried out by the grievants.

Since I find that no particular emergency existed, there is no basis for reversing the discretionary action of the Supervisor under the pertinent contractual and regulation provisions. The grievances must therefore be denied and an Award will issue accordingly.

A W A R D

Diane Corbett was not entitled to three hours time off with pay for the purpose of donating blood at the American Red Cross on January 15, 1983 and Leonard Schiller was not entitled to four hours time off with pay for the purpose of donating blood at the St. John's Lutheran Church on January 18, 1983.



ALBERT A. EPSTEIN
ARBITRATOR

Northbrook, Illinois
June 18, 1983