

C# 00410

ART.X-CLASS ACTION-Administrative Leave-Snowstorm (Third Day)
Indpls.IN-APWU-Cohen.G. - Won - 1/81

IN ARBITRATION

UNITED STATES POSTAL SERVICE,) Case No. 5 IMD 1192/AC-C-23989;
and) Arbitrator's File 80-20-443;
AMERICAN POSTAL WORKERS UNION,) Dates of Hearing: 4/17/80,
CLASS ACTION.) 4/22/80, and 6/26/80; 1-26-81
) Indianapolis, Indiana.

APPEARANCES

For the Postal Service:

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O P I N I O N

Issue

Did the Postal Service violate the National Agreement when it refused to grant administrative leave to employees at the Indianapolis Post Office who were absent on January 28, 1978?

Facts

According to the testimony of the Union, on the evening of January 25, 1978 (a Wednesday), a severe snowstorm struck the Indianapolis area and other parts of the Midwest. In the space of two days, somewhere between 14 and 20 inches of snow fell. The snowfall was accompanied by strong winds. The heavy snowfall

and the strong winds caused drifts from 8 to 10 feet high in areas.

As a result of the snowstorm, the Governor of Indiana declared the area around Indianapolis a disaster area. Buses ceased to run, and the only vehicles permitted on the streets were emergency vehicles. Because of the conditions that existed in the Indianapolis area on January 26 and 27, the Postmaster granted administrative leave to all employees scheduled for work on those days but who did not come to work. Exceptions, of course, were those employees who were on sick leave at the time.

A number of employees did not report for work on Saturday, January 28, 1978, and they likewise requested administrative leave for that date. This request was refused by the Postmaster, and they were charged with either annual leave or emergency annual leave.

The first witness for the Union was the president of the A.P.W.U. for the State of Indiana. He testified that he had left for a Union meeting in Washington, D.C. early Wednesday, January 25, and had intended to return the evening of January 27. He did not do so because he was advised by the airline that the airport at Indianapolis was closed due to the snowstorm, and no planes could land or take off from it. He testified that he finally was able to return to Indianapolis Sunday afternoon.

He testified that he lived somewhere between a mile and a mile and a quarter away from the airport, and that, even on Sunday,

it took him four to five hours to get home. Part of the problem was caused by the fact that the airport parking lot was so choked with snow and cars stuck in various positions and in large numbers that he had trouble even getting out of the parking lot.

The Union president testified that he was one of the persons who represented the Union at the various steps leading to arbitration. He obtained information from the Post Office which the Union introduced as its first exhibit. According to this information, on January 28, twenty Special Delivery employees were scheduled, seven worked and thirteen took emergency annual leave. Maintenance had seventy people scheduled on January 28, 1978, of whom twenty-one worked and forty-nine took emergency annual leave. Clerk craft on three tours had 1,139 scheduled, and 884 of them called in for leave. In Vehicle Operations, twenty-nine people were scheduled on three tours, and sixteen called in for leave.

The call-in sheets for the three tours showed that the reason that employees called in for leave on January 28 was either "snowbound" or "stuck in snow" or some other snow-associated problem.

A number of employees in the Union testified that on Sunday, January 28, 1978, the snow had drifted as high as seven feet. No cars were moving on the streets, though an occasional snowplow or farm-type tractor was used in an attempt to clear a path.

Most of the Union witnesses testified that on Sunday,

January 28, there were still news reports advising the public to stay off the streets.

The employees also testified that on Sunday, no newspapers were being delivered, nor was public transportation in operation.

Many of the employees testified that on Sunday (three days after the snowstorm started) they were still unable to clear a path from their houses to the city street, and that in most instances, the streets were still not cleared.

Two of the employees testified that the weather conditions for the third day of the storm, that is, January 28th, were the same as for the first two days of the storm. The weather was cold, buses were not running, and the streets were still not cleared and could not be traversed. Further, salt trucks were attempting to spread salt, but the weather was so cold that the salt was ineffective.

Several of the employees testified that they attempted to get cabs on all three days to come to work, and were told that cabs were not running. They also attempted to ride buses, and were advised on calling the bus company that no buses were running.

At least one of the Union witnesses testified that she received no carrier delivered mail for the three days, nor was she able to get any newspapers for the three day period of January 26, 27, and 28.

All of the Union witnesses testified that the time that it usually took to get to work was anywhere from 15 minutes to 30 minutes, but that it would have been impossible to get to work

though the distance that they lived from the Post Office was moderate.

Several of the employees testified that they worked on Sunday, January 29, and that even on Sunday the road conditions were difficult. One employee testified that on Sunday it took her quite a while to get to work, but she was not sure exactly how long this was. She was sure, however, that it was much longer than her usual trip.

When asked if they heard any announcement as to whether there was a curtailment of Post Office operations, several of the Union employees replied that they heard no such announcement, nor knew of any. Witnesses for the Postal Service also testified that there was no curtailment of Postal services.

One Postal employee testified that he checked with the State Police late on Saturday, January 28, and was told that I-65, a main route to work, was closed. He was also told that all secondary routes were closed. He called the State Police on Sunday, and was told that one lane of I-65 was open. One Union witness contacted the Indianapolis Public Transportation Corp., and received a letter which stated the Metro bus system was closed down on January 26, 27, 28, and 29, due to the blizzard. It resumed operations on Monday, January 30, 1978.

This same employee also contacted the local weather bureau office, and received weather data for the month of January, 1978.

The data showed that the maximum temperature on January 28 was 14°, the minimum temperature was 3°, and the average temperature was 9°. Further, the data showed that the snow or ice on the ground at 7:00 A.M. on January 26 was 14 inches, and on the 27th and 28th, it was 20 inches. The Union produced a letter from the Department of Transportation of the City of Indianapolis, which stated that "all major thoroughfares were opened to near normal traffic by Sunday, January 29, 1978. Secondary streets were scheduled for snow control work shortly after the thoroughfares were cleared."

A copy of the Indianapolis News, a daily newspaper published in Indianapolis, dated Saturday evening, January 28, showed scenes of the blizzard of January 26, 27, and 28. These scenes depicted stranded, stalled, and abandoned cars on city streets, interstate highways, parking lots, and the like. There were stories in the paper of looting which had occurred as a result of the isolation caused by the impassable streets.

The president of the Carrier Craft testified that more carriers got to work than clerks, because, generally, the carriers were at branch stations near their home. None were at the main Post Office. He further stated that on January 28, not all carrier routes were covered. Some of the routes were at least partially covered, and the foot routes also. Car routes generally were not

attempted to be covered.

For the Postal Service, one employee testified that he was not scheduled to work on Saturday, but that he was able to go to a shopping center about 13 blocks away from his home. He went on a main road which was open to traffic. While travel was difficult, it was possible.

He had prepared a map showing generally the locations of those employees reporting to work, and those not reporting to work. The map indicated that both categories of employees were scattered around the area centering on Indianapolis, with no particular pattern apparent.

The manager of Delivery and Collections testified that Post Office operations were conducted on January 28 as usual. All stations and branches were open and all deliveries and collections were to be made as usual out of the stations and branches. Not all the collections and deliveries were made, and the degree of collections and deliveries depended on manpower available and the difficulties of getting around a particular area. The manager of Deliveries and Collections further stated that administrative leave was given for the period of Thursday through Saturday morning at 7:00 A.M. Conditions had improved by 7:00 A.M. Saturday morning so that there apparently was no difficulty in driving to work.

A witness for the Post Office testified that on January 28,

there still was difficulty in getting around the city. The only route entirely covered was in Zone 4, which was the downtown Indianapolis area, consisting of office buildings and apartment buildings. There was also trouble with dispatching mail. One Post Office witness testified that he had lived in the area for 25 years and had never seen a storm of this severity. However, no one had been advised that there had been any curtailment of Post Office operations. He testified that he was aware that the Mayor had told the public to stay off the streets. As a result of this warning, the Mayor had been contacted by a Post Office official. The Mayor had advised the Post Office official that anyone with a legitimate reason for being on the streets would receive no complaint. However, joy riders were advised to stay home. This was also true of people who were traveling merely for the purpose of sight-seeing.

Postal Service witnesses testified that the storm was so bad that on Thursday and Friday the Postal Service was unable to carry out mail delivery. Employees were told on Friday not to report, but were advised that on Saturday the Postal Service would be "back in business." However, the Postal Service never made any public announcements that Postal operations would be curtailed. Further, the witness stated that no notice was given that any public buildings or operations were closed except public schools.

One tour superintendent stated that he worked from Friday, 2300 hours, to Saturday, 1300 hours. He worked this length of time

because not enough employees had come to work to handle his tour, and he had to stay to help as much as he could.

Discussion and Opinion

This grievance centers around the familiar provisions of the Handbook providing for the grant of administrative leave to employees of the Postal Service who, as a result of an Act of God, either cannot come to work, or are released early from work.

The Handbook requires that the Act of God be general in nature and not personal to the employee, and that it prevent the employee from working even though "reasonable diligence" is used in attempting to do so.

In reviewing the extensive testimony produced by the Union witnesses (some 17 in number), I am struck by one salient fact: The conditions that impelled the Postmaster at Indianapolis to grant administrative leave on January 26 and 27 still existed on January 28. I believe this fact is born out by the evidence that, according to the bus company, the buses in the area still were unable to make their runs on January 28, and, as a result, no bus service was available.

Other factors in connection with the storm seemed to be the same on the third day of the storm as they were on the first and second days of the storm. For instance, (according to City authorities) streets apparently were not cleared until late Saturday

or even Sunday, at least insofar as secondary streets were concerned. Further, the meteorological information available from the Weather Bureau indicated that snow depth and cold were likewise the same on the third day of the storm as on the first two days of the storm. Additionally, the continuing cold made ice-melting and snow-melting equipment useless because it did not function at the degree of temperature which existed on the three days.

Other factors also appeared to be the same on January 28 as on the two previous days: Announcements by local authorities of the closing of routes at the request of the civil authorities that the people stay off the streets, and the emergency conditions which existed on the first and second day of the storm still existed on the third day of the storm.

Likewise, the difficulties attendant to moving about in the area still remained the same on the third day. Blowing snow, drifting snow, and difficulties with the operation of motor vehicles all remained more or less the same all three days. Quite a few of the employees testified to the impossibility of digging their cars out of their driveways on all three days.

The map introduced in evidence showing the areas from which employees were able to report and not report for work indicated that the area in which the storm struck was general in nature, and not confined to any portion of the City. In that respect it must be said that the storm was general in nature.

The evidence also indicated that an employee would have needed more than reasonable diligence to have been able to come to work. Driving hazards were great because of the height to which the snow had drifted. Testimony was that drifts were, in many areas, from 8 to 10 feet high. To encounter such a drift on the road would mean that travel was impossible. It would take more than reasonable diligence to attempt to force passage through drifts that high.

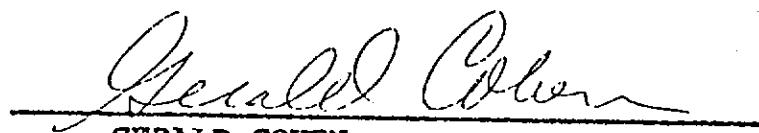
Additionally, it was quite clear that the equipment needed to get to work with any degree of certainty was not available to most people. Employees who owned 4-wheel drive vehicles, snowmobiles, heavy tractors, and the like would probably have been able to get to work. But, these are specialized types of equipment which are not generally needed by most employees. It is too much to expect that all employees either own such equipment, or have ready access to such equipment.

After hearing the testimony, I conclude that the employees have fully proven that they are entitled to administrative leave for the third day of the storm, i.e. January 28, 1978.

The grievance is therefore sustained.

The costs are assessed equally.

Dated this 26 day of January, 1981.



GERALD COHEN

Arbitrator

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