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NICHOLAS ZUMAS 5/16/83 Won
Art. 19 - E&LR Manual - Admin Leave
(Ice Storm)

2446 (E1C-2U-C)

In the Matter of the Arbitration
between
UNITED STATES POSTAL SERVICE
and
**AMERICAN POSTAL WORKERS
UNION, AFL-CIO**

Grievant: Class Action
Post Office: Roanoke
Case No. E1C-2U-C 2446

Before Nicholas H. Zumas , Arbitrator

Appearances:

For U.S. Postal Service

Ms. Nancy K. Ara

For Union:

Mr. D. L. Dixon

Date of Hearing: February 15, 1983

Place of Hearing: Roanoke, Virginia

Award:

Grievance sustained. The Service violated the Agreement when it refused to grant Administrative Leave under the conditions existing at Roanoke on January 19, 1982.

Date of Award:

May 16, 1983

In the Matter of Arbitration)
Between)
UNITED STATES POSTAL SERVICE)
and) Class Action Grievance
AMERICAN POSTAL WORKERS UNION, AFL-CIO) No. E1C-2U-C 2446
)

OPINION AND AWARD

Background

This is an arbitration proceeding pursuant to the provisions of Article 15 of the Agreement between United States Postal Service (hereinafter "Service") and American Postal Workers Union, AFL-CIO (hereinafter "Union"). Hearing was held at Roanoke, Virginia on February 15, 1983, at which time testimony was taken, exhibits offered and made part of the record, and oral argument was heard. The Service was represented by Ms. Nancy K. Ara, and the Union was represented by Mr. D. L. Dixon.

Statement of the Case

This is a Class Action grievance filed on behalf of employees who were denied Administrative Leave due to a severe snow storm on January 19, 1982.

The parties, having failed to resolve the dispute at the various Steps of the grievance procedure, have referred the matter to this Arbitrator for resolution.

Issue

The parties have stipulated that the question to be resolved is whether the Service violated the Agreement between the parties when it refused to grant Administrative Leave due to a severe snow storm on January 19, 1982.

Statement of Facts

This is a Class Action grievance filed on behalf of 53 Clerks at the Roanoke facility alleging that the Service violated the National Agreement when it failed to grant Administrative Leave to these Grievants who stayed home from work because of severe snow and ice conditions on January 19 and January 20, 1982. The claims here involve employees who were on Tours 2, 3, and 1, and the claims for Administrative Leave apply to January 19 only.

Each of the Grievants filed statements, made part of this record, generally asserting that efforts were made to get to work but were prevented by snow as well as severe icy roads that were impassable. Local radio and TV reports on January 19 urged motorists to stay home and not drive except in extreme emergencies. The State Police reported that snow tires and chains were ineffective. Buses and taxis were not running. Numerous businesses, schools, and factories were closed. Most of the Grievants lived in rural areas several miles from the Postal facility, requiring use of secondary roads.

Mr. James Saunders, the Postmaster at the Roanoke facility, testified that even though he granted Administrative Leave for those employees who showed up late on January 19, 1982, he denied the requests for Administrative Leave for those employees who failed to appear for work. Mr. Saunders interprets the

provisions of the Manual with respect to the granting of Administrative Leave as "disaster" situations that require a complete shutdown of the entire operation. Saunders testified that approximately 85 percent of the Carriers reported, and that approximately 61 percent of the entire workforce scheduled had reported that day. Saunders testified that the basis for his decision not to grant Administrative Leave was that it would not be fair to those employees who made an effort to come in.

At 1 p.m. on January 19, 1982, Saunders took action to curtail mail delivery in the Roanoke area, but despite this, mail was processed that day. Saunders conceded that on a television interview, he said it was "the worst storm in 30 years", and that numerous businesses were closed because of the snow and ice. However, Saunders discounted the police warnings as something that the police always give when there is a storm. He noted that no State officials declared an emergency. Saunders testified that he had never granted Administrative Leave in storm situations, because, "if I granted Administrative Leave in this instance, the next time no employees would come in." Saunders felt that he did not abuse his discretion, under the circumstances, by denying requests for Administrative Leave. Even though the ice storm was unusual, it did not, in his judgment, meet the criteria of a disaster as prescribed in the ELM.

It is noted that the Postmaster at the Salem, Virginia facility, a few miles from Roanoke, initially granted Administrative Leave for January 19, 1982, but this was subsequently revoked.

Findings and Conclusions

Sub-Chapter 510 of the Employee & Labor Relations Manual (incorporated into the National Agreement by Article 19) makes provision for the granting of Administrative Leave. It provides that a Postmaster or other installation head shall have authority to approve Administrative Leave for up to one day in the event of an act of God involving community disasters "such as fire, flood, or storms." The disaster "must be general rather than personal in scope and impact," and "must prevent groups of employees from working or reporting to work." Approval for Administrative Leave beyond the one day must be obtained from the Regional Postmaster General, who may authorize Administrative Leave beyond one day but not to exceed a total of three days.

After reviewing the record, the Arbitrator finds that the snow and ice conditions existing in the Roanoke area on the evening of Tuesday, January 19, 1982, were such as to warrant the granting of Administrative Leave of one day by the Postmaster. It is clear that as of that time, there existed a storm of such severity, general in its scope, that affected the entire area of Roanoke. Schools, businesses, and factories were closed; the police reported that roads were impassable even with chains or snow tires; radio and television reports urged citizens to stay off the roads unless it was an absolute emergency; and the Postmaster declared that it was the worst storm in 30 years. The Postmaster ordered that mail delivery be curtailed as of 1 p.m. that day, and granted Administrative Leave to those employees who were fortunate enough to come to work.

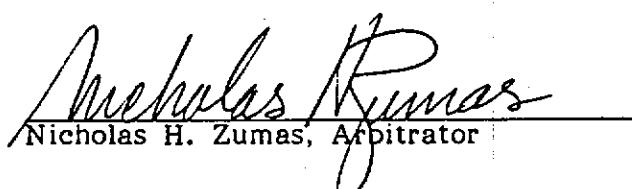
The Service asserts that, while the storm was severe, it did not fall within the Webster's Dictionary definition of a disaster, in the sense that it was not a "happening that caused great harm or damage, serious or sudden misfortune, or a calamity." The Arbitrator finds that reliance on such an extreme definition as the basis for granting Administrative Leave is misplaced.

Despite the Postmaster's feeling that some employees "didn't even try to get in", each of the Grievants requesting Administrative Leave submitted statements outlining in considerable detail the efforts they made to come to work. Moreover, the granting of Administrative Leave to those employees who arrived late was a recognition that conditions justifying Administrative Leave existed; otherwise, there was no reason to grant such leave even in a limited fashion.

The Postmaster testified that he had never previously granted Administrative Leave to those employees who failed to come to work, because he felt that if he granted Administrative Leave in these situations, no employees would come to work the next time. The Arbitrator finds that this is not a valid basis or reason for denying Administrative Leave under these kinds of conditions. This rationale violates the spirit and intent of the ELM provisions relative to the granting of Administrative Leave.

AWARD

Grievance sustained. The Service violated the Agreement when it refused to grant Administrative Leave under the conditions existing at Roanoke on January 19, 1982.


Nicholas H. Zumas, Arbitrator

Date: May 16, 1983