

VERNON H. JENSEN 4/14/82
Art. 10 - Adm. Leave Snow Storm
"Act of God"

Lost

In the Matter of Arbitration between

U. S. Postal Service
Eastern Region

and

American Postal Workers Union
South Jersey Facility

(231) (E8C-2B-C)

C# 03433

E8C-2B-C 231
Class Action
South Jersey

The hearing was held in Bellmawr, New Jersey, on April 8, 1982. The parties were afforded a complete opportunity to present their positions, evidence and arguments, closing with oral summations.

Appearances for the Union

Thomas Macdonanld, National Vice Presiden
Frank Rapp, Motor Vehicle Craft Represent
Colandus Francis, Maintenance Craft Presi

FROM THE OFFICE OF
JOHN P. RICHARDS
DIRECTOR
INDUSTRIAL RELATIONS
APWU AFL-CIO


Appearances for the Postal Service

Thomas McCaughy, Labor Relations Executive
John McCartney, Labor Relations Representative (witness)

The issue is whether Article X, Section 2, of the National Agreement was violated when local management did not grant administrative leave to employees on Tour I, MSC, Bellmawr, New Jersey, at the time of a heavy snowstorm on February 19, 1979.

Article X, Section 2, reads as follows:

"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."

Both parties cite provisions of the LRM. They, however, have different views of the impact of the storm, particularly the time when the snow stopped falling and the condition of the highways and their traversability, and whether the employees, with reasonable diligence, could have made it to work as per their schedules.

Position of the Union

The Union contends that a massive snowstorm on February 19, 1979, prevented 108 employees of Tour I, MSC, Bellmawr, New Jersey, from reporting for work. It holds that the MSC manager did not authorize, but should have authorized, administrative leave. It cites the unusual depth of the snow; the statewide proclamation by Governor Byrne of an emergency; and newspaper accounts of the

storm, to support its contention that administrative leave should have been granted. It asks that all employees who were granted other types of leave be granted administrative leave of eight hours in place of the leave granted and that employees who reported for duty be given up to eight hours of compensatory leave plus letters of commendation for their service over and beyond the call of duty.

Position of the Postal Service

Noting that administrative leave is granted when deemed appropriate it holds that it is Management's responsibility to authorize it but only when conditions dictate it. It contends that the storm, although producing adverse weather conditions, was not, at the time of the shift, such as to mandate authorization of administrative leave. It cites the fact that 43 percent, or 81 out of 189, of the employees showed up for work. It contends that those who did not chose for personal reasons or convenience to use the adverse weather as an opportunity not to report. It says Management liberally granted leaves as requested, but was not required to grant administrative leave.

It asserts, particularly, that the snowfall had ceased some eight hours before the reporting time, that the facility is approachable from major highways that had been cleared - the clearing made easier than otherwise would have been the case owing to the fact that the day was a holiday and little traffic was on the road to hinder the snow plows. It cites, also, that the Governor's proclamation was for the whole of the State and was general whereas local conditions and circumstances made for differences. It emphasizes that the regulations contained in the LRM justify granting administrative leave only when employees have exhibited reasonable diligence in attempting to get to work and, it says, such was not demonstrated. It holds that the newspaper accounts played up or dramatized the magnitude of the storm, that many of the employees called in hours before their scheduled reporting time, that there was no curtailment of operations and delivery of mail cannot be considered a non-essential service, on the contrary. Finally, it contends that the burden of proof is on the Union and it holds that the Union has not made its case with convincing evidence.

Discussion and Findings

No one disputes that there was a much greater snowfall than usual. Yet, the snowfall had ceased around mid-day; Management's witness said it had stopped by 11:20 a. m. but even the Union, in its Step 2 statement said it had stopped by 1:35, p. m. Of course, the Governor's proclamation came out in mid-afternoon and note was made of a wind problem. No doubt the Governor's proclamation may have had considerable influence on some of the postal employees because he said, "Severe weather conditions, in-

cluding snow and high winds have made state roadways hazardous to travel" and he cited endangerment to "the health, safety and welfare of the people." Yet, he said two things which may be of significance in this arbitration (1) "All travel, other than necessary to provide essential services, whether public or private, is discouraged for the purpose of facilitating snow removal," and (2) "All businesses....which do not provide essential services are requested to suspend operations for the remainder of the day."

The Governor, thus, did not prohibit travel. He only discouraged travel unless in connection with essential services. And it cannot be denied that the Postal Service does perform essential services. It did not suspend operations.

It is difficult for the arbitrator to say, on the basis of the Union's presentation, that most of the employees in question could not have made it to work had they made a diligent effort. Some, of course, may have been unable to make it. Examination of the 3971's introduced into evidence reveals one who said he got stuck. It would be unfair to say he did not make an effort to get to work, but the arbitrator cannot say his excuse was valid without more than he was given. Some reported that they were "snowbound" but how is the arbitrator to say for sure? Furthermore, if they, for their personal preference, live off the "beaten path", so to speak, should they be entitled to administrative leave when others nearer main highways would not? How would an arbitrator judge? Several employees reported that they were "sick." Management did not bother, under the circumstances, to question or look behind the excuses. If employees were "sick", they hardly would be entitled to administrative leave.

Although, if the arbitrator had evidence to judge individual situations, it might be found that some did diligently try to make it to work. But the arbitrator cannot say which ones might have. Certainly "en masse" granting of administrative leave under the circumstances is not suggested.

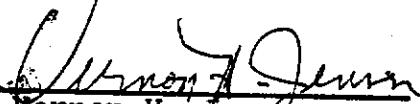
Looking at the total situation, the arbitrator finds that Management did not arbitrarily refuse to authorize administrative leave. He cannot substitute his judgment for that of local Management, without more than he was given. Management certainly was not inconsiderate in the situation inasmuch as it liberally approved all the leaves that individual employees requested.

Management's evidence and argument is more convincing than that of the Union and the grievance, therefore, must be denied.

AWARD: The grievance is denied, for Management had sufficient reason not to authorize administrative leave on February 19, 1979.

Ithaca, New York
April 14, 1982

APR 14 1982


Vernon H. Jensen
Arbitrator