

IN THE MATTER OF AN ARBITRATION BETWEEN

National Association of Letter Carriers
Branch Number 1259

AND

C 6224

United States Postal Service
Corpus Christi, Texas

Case No. S1N-3U-C 47400
Grievant: Christopher Smith
Hearing date: May 8, 1986
Arbitrator: Elvis C. Stephens

APPEARANCES

For the Union: Jessie Riojas

For the Service: Manuel D. Hernandez

ISSUE

Did management violate Article 27 when it did not reimburse the grievant for his loss?

INTRODUCTION AND BACKGROUND

On May 8, 1986 there was an arbitration hearing on the above referenced grievance at the Main Post Office, Corpus Christi, Texas. The case had been assigned to the arbitrator by the Southern Regional Office in accordance with the procedures agreed upon by the parties. During the hearing the parties had opportunity to introduce evidence and present and cross examine witnesses. Closing arguments were made at the end of the hearing.

The grievant is a Letter Carrier based at the Gulfway Station in Corpus Christi, Texas. On December 18, 1984 he wore an expensive ring to work. The weather was cold enough to require him to wear gloves. At the end of the day he discovered that his ring was missing. A search of the station and his route the next day did not locate the ring. On January 9, 1985 he filed a Form 2146 seeking reimbursement for the ring. The supervisor concurred, but the request was denied at the Regional Headquarters. The parties agreed that the claim was properly before the arbitrator for a decision.

POSITION OF THE UNION

The union contends that the employee lost the ring while on the employer's property, or while walking his route. The day was cold with a drizzle falling, so he had to wear gloves. At the end of the day he discovered the ring missing. He checked with the steward and was told that if the ring was lost while on the job that he might be reimbursed. The supervisor told him the same thing. The ring was lost through no fault of the grievant's.

POSITION OF THE EMPLOYER

The employer contends that the ring was not required by or incident to the grievant's job, as specified by Article 27. The loss must have been due to the employee's negligence. The employees are provided with a locker for their personal belongings, but he did not utilize it.

Arbitrator Seitz ruled in case No. N1C-1M-C 10382 that an employee who placed her jacket in an unsecure place was negligent in not using the locker provided by management, thus she was not entitled to be reimbursed for its loss.

DISCUSSION AND OPINION

Article 27 provides that an employee may request reimbursement for a loss or damage to his or her personal property "...where the loss or damage was suffered in connection with or incident to the employee's employment while on duty or while on postal premises. The possession of the property must have been reasonable, or proper under the circumstances and the damage or loss must not have been caused in whole or in part by the negligent or wrongful act of the employee."

It should be noted that whether or not a carrier wears a ring while at work is purely a personal decision. Such item is not required by the carrier's job. The employee is furnished a locker in which to keep personal belongings which he does not wish to take with him on his route. There is no evidence that the loss was due to anything other than the actions of the carrier. Under these conditions, the employer is not required by Article 27 to reimburse a carrier for a lost ring.

AWARD

Management did not violate Article 27 when it refused to reimburse the carrier for his lost ring. Grievance denied.

Date: May 30, 1986

Denton, Texas

Elvis C Stephens

Elvis C. Stephens, Arbitrator