

REGULAR ARBITRATION PANEL

In the Matter of the Arbitration)
between)

UNITED STATES POSTAL SERVICE)

and)

AMERICAN POSTAL WORKERS UNION)

Grievant: P. Hague

Post Office: Manchester, N. H.

Case No: NIC-1K-C 16700

Before Robert L. Stutz, Arbitrator

Appearances:

For US Postal Service

Vincent A. Demers, MSC Director,
Employee and Labor Relations

For Union:

R. F. Caracciolo, National Vice President,
Clerk Craft

Date of Hearing: November 13, 1984

Place of Hearing: Manchester, N. H.

Award:

The Employer violated the National Agreement by failing to comply with the directives in Section 519 of the Employee and Labor Relations Manual on the granting of administrative leave. P. Hague should be credited with eight hours of administrative leave for February 7, 1983.

Date of Award: December 14, 1984

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A hearing on this matter was held at Manchester, New Hampshire on November 13, 1984 before the undersigned member of the regular panel of arbitrators for the Northeast Region. Appearing for the Union was R. F. Caracciolo, National Vice President, Clerk Craft, and for the Postal Service was Vincent A. Demers, MSC Director, Employee and Labor Relations.

The parties agreed at the hearing on the following statement of the issue:

Did the Employer violate the National Agreement by not granting P. Hague eight hours of administrative leave on February 7, 1983? If so, what should be the remedy?

On February 7, 1983 there was a severe storm in the Manchester area with 18" - 24" of snow. The grievant was scheduled to report for work at 3:00 p.m. His residence is located on an unimproved road approximately 1800 feet from a hard surfaced road. He testified that he began shoveling out his driveway at approximately 10:30 a.m. but by 1:45 p.m. his car had become hopelessly stuck at the end of his 100 foot long driveway. He telephoned his supervisor at 1:45 p.m. and advised her that he was having difficulty trying to get to work and would be late. He was granted Emergency Annual Leave. He never got his car out of his driveway on that day and did not report for work. On the following day he filed for EAL with the request that his application be cancelled if his coincidental application for administrative leave were granted. His request for administrative leave was denied. A grievance was filed protesting the

denial and when the grievance was not resolved this arbitration followed.

The relevant sections of the Employee and Labor Relations Manual provide as follows:

519.211 Acts of God involve community disasters such as fire, flood or storms. The disaster situation must be general rather than personal in scope and import. It must prevent groups of employees from working or reporting to work.

519.213 Postmasters and other appropriate postal officials determine whether absences from duty allegedly due to "Acts of God" were, in fact, due to such cause or whether the employee or employees in question could, with reasonable diligence, have reported for duty.

Opinion

There is no question that the grievant made a diligent effort to get to work on February 7, 1983, nor that he was prevented from doing so by the severe snow storm. The road leading to his house was not plowed until 1:00 - 2:00 a.m. the following morning. The rural mail route which services his neighborhood, including the nearby main road, did not operate on that date. With up to two feet of snow on the road and his car stuck in his driveway - and apparently with no public transportation available - it was simply not possible for the grievant to get into work.

A number of arbitration decisions involving these same parties have clearly established that heavy snow storms can, under certain circumstances, constitute an Act of God under Section 519.211 of the Employee and Labor Relations Manual. The

condition created by the storm must be general in scope and impact rather than personal. In addition, it must prevent "groups of employees" from reporting to work or working.

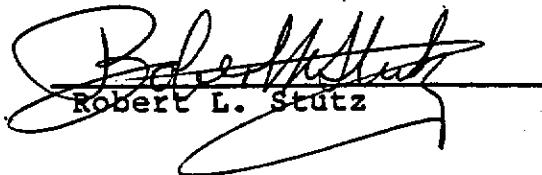
The scope and impact of the storm is indicated by the amount of absenteeism among employees scheduled to work Tour 3 on February 7. Of 91 employees scheduled (i.e. clerks, mail handlers, LSM), 65 missed all or part of the day, with 27 missing the full eight hours. Some of this latter group were granted sick leave, and whether their absence was attributable to the storm in part or entirely was not determined. In any case, a substantial group was prevented by the storm from getting to work, and a considerably more substantial group was delayed in reporting. In view of the magnitude of the absenteeism on the day of the storm, the Employer's suggestion that the failure of the grievant to report for work was personal in scope can not be accepted. He was among 65 employees who were impeded by the storm in their efforts to get to work, some obviously more than others.

Since the storm created a condition which prevented groups of employees from getting to work (at least 20 out of 91) and delayed many others, and since the grievant clearly demonstrated reasonable diligence in trying to get to work, his request for administrative leave should have been granted. The prior arbitration decisions submitted by both the Employer and the Union have been carefully reviewed and this conclusion is consistent with the decisions reached by the arbitrators in the

most closely analogous cases.

Award

The Employer violated the National Agreement by failing to comply with the directives in Section 519 of the Employee and Labor Relations Manual on the granting of administrative leave. P. Hague should be credited with eight hours of administrative leave for February 7, 1983.



Robert L. Stutz