

Note: Administrative leave is not granted for absence on state, local, or religious holidays. To the fullest extent practicable, annual leave or LWOP is granted to employees for observance of their religious holidays.

518.2 **Holidays on Nonscheduled Workdays**

518.21 **Saturday**

When a holiday falls on a Saturday, the preceding Friday is observed as the holiday.

518.22 **Sunday**

When a holiday falls on Sunday, the following Monday is observed as the holiday.

518.23 **Nonscheduled Workday**

When an employee's nonscheduled workday falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday is designated as that employee's holiday.

518.3 **Holidays on Scheduled Workdays**

Holidays falling on an employee's scheduled workday are observed on those days.

518.4 **Eligibility for Holiday Pay**

See [434.4](#).

518.5 **Provisions for Rural Carriers and Substitutes**

518.51 **Rural Carriers**

Rural carriers are not required to report to post offices for any purpose on legal holidays. When a holiday falls on Sunday, the following Monday is observed. Rural carriers are not permitted to substitute any other day.

518.52 **Substitute Rural Carriers**

When the holiday falls on a service day for a triweekly route, the carrier is not required to serve until the next scheduled service day.

518.6 **Provisions for Postmasters**

For all full-time postmasters except those in EAS A–E offices, if a holiday falls on a Saturday that is a nonscheduled workday, the preceding Friday is designated as the postmaster's holiday. When necessary, additional workhour allowances are authorized for those post offices without a senior supervisor to provide relief coverage during the postmaster's absence on holiday leave (see [434.412](#)).

519 **Administrative Leave**

519.1 **Definition**

Administrative leave is absence from duty authorized by appropriate postal officials without charge to annual or sick leave and without loss of pay.

519.2 Special Conditions

519.21 Acts of God

519.211 General

*UNION
BURDEN
TO PROVE*



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

519.212 Authorizing Administrative Leave for Acts of God

The following provisions concern administrative leave for acts of God:

- a. Postmasters and other installation heads have authority to approve administrative leave for up to 1 day.
- b. District managers and Postal Career Executive Service (PCES) plant managers may authorize administrative leave beyond 1 day, but not to exceed a total of 3 days, for their installation and those reporting to it.
- c. District managers and senior or lead plant managers may approve administrative leave for periods up to and in excess of 3 days for their installation and those reporting to it.

519.213 Determining the Cause of Absence

*MGT
BURDEN
TO PROVE*



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.

519.214 Early Dismissal Due to Acts of God

When employees are dismissed from duty before the normal completion of their duty due to an act of God, the following applies:

- a. Full-time employees are entitled to credit for hours worked plus enough administrative leave to complete their tour of duty. This combination of work and leave is not to exceed 8 hours in any one day.
- b. Part-time regular employees are entitled to credit for hours worked plus enough administrative leave to complete their scheduled hours of duty. This combination of work and leave is not to exceed 8 hours in any one day.
- c. Part-time flexible employees are entitled to credit for hours worked plus enough administrative leave to complete their scheduled tour. The combination of straight time worked and administrative leave may not exceed 8 hours in a service day. If there is a question as to the scheduled workhours, the part-time flexible employee is entitled to the greater of the following:
 - (1) The number of hours the part-time flexible worked on the same service day in the previous service week.
 - (2) The number of hours the part-time flexible was scheduled to work.
 - (3) The guaranteed hours as provided in the applicable national agreement.

519.215 Employees Prevented From Reporting

Employees scheduled to report who are prevented from reporting or, who after reporting, are prevented from working by an act of God may be excused as follows:

- a. Full-time and part-time regular employees receive administrative leave to cover their scheduled tour of duty not to exceed 8 hours.
- b. Part-time flexible employees receive administrative leave, subject to the 8-hour limitation, for their scheduled workhours, as provided in [519.214c](#).

519.216 Employees on Annual Leave, Sick Leave, or LWOP

Employees on annual leave, sick leave, or LWOP remain in such status. They are not entitled to administrative leave.

519.217 Substitute Rural Carriers and Rural Carrier Associates

Substitute rural carriers and RCAs in a leave-earning status are treated the same as rural carriers:

- a. If they are scheduled for duty and are unable to report to the postal installation, administrative leave is granted for the full day that the employees are scheduled to serve their routes. No equipment maintenance allowance is paid.
- b. If employees are scheduled for duty and report to the postal installation but are unable to serve all or part of their routes through no fault of their own, they may be granted administrative leave for the remainder of the normal tour of duty for that day. Payment for equipment maintenance allowance is made, if appropriate, because employees are considered to be in duty status.

519.22 Civil Disorders**519.221 Decision to Curtail or Terminate Postal Operations**

During times of civil disorders in communities, the postmaster or installation head determines whether conditions are such that postal operations are curtailed or terminated, taking into account the needs of the service, local conditions, and the welfare of postal employees.

519.222 Civil Disorder Extends Beyond Three Days

When civil disorder extends beyond 3 days and administrative leave is indicated as being necessary, prior approval is obtained through the district manager or senior or lead plant manager.

519.223 Early Dismissal

Employees dismissed early because of civil disorder are treated the same as for early dismissals for acts of God (see [519.214](#)).

519.224 Employees Prevented From Reporting

Postmasters and installation heads are authorized to grant up to 3 days of administrative leave on a day-to-day basis to those employees who, through no fault of their own, are prevented from reporting to work. The following applies:

- a. Full-time and part-time regular employees prevented from reporting in civil disorder situations are treated the same as employees in the act of God situation (see [519.214a](#) and [519.214b](#)).

REGULAR ARBITRATION

In the Matter of the Arbitration

Between

United States Postal Service

and

American Postal Workers Union, AFL-CIO

Grievant: Class Action

Post Office: Knoxville, TN P & DC

Case No.: C10T-1C-C 11114163

Union No.: JSL1101

BEFORE: ARBITRATOR STEPHEN H. COOK

APPEARANCES:

For the U.S. Postal Service: Eric W. Conklin, Labor Relations Specialist

For the American Postal Workers Union: John Gearhard, National Business Agent, Maintenance Division, Southern Region

Place of Hearing: 1237 E. Weisgarber Road, Knoxville, TN 37950

Date of Hearing: August 15, 2014

Date of the Award: September 12, 2014

PANEL: Regular APWU

Relevant Contract Provisions: Article 15, Section 2, Step 2; ELM 519 Administrative Leave

Contract Year: 2010

Type of Grievance: Contract



Stephen H. Cook, Arbitrator

Award Summary: There is no doubt that a somewhat serious snowstorm occurred on January 10, 2011, with some continuing impact through January 13, 2011. Application of the subject ELM language to the situation at bar convinces me that the Union did not prove that the storm met the definition of a community disaster as stated in part 519.211. Contrary to the applicable contract language regarding the granting of administrative leave due to Act(s) of God, it is my considered opinion that the storm did not affect "groups" of employees from reporting to work and it was personal in nature, not general. Evidence revealed that some schools were closed and some were delayed. Most main highways were passable and some secondary roads were not. No postal facilities were closed in the area. Most employees scheduled for work reported. There was no evidence of a suspension of mail deliveries or delayed/curtailed mail. It was undisputed that several inches of snow fell outside of the Knoxville area but the immediate Knoxville area only received around four (4) inches of snow on January 10, 2011. After the initial snow there were some hazardous conditions but it is my considered opinion that the conditions of the storm did not meet the definition of a disaster. There was no evidence to show that the storm caused much suffering, loss or misfortune to many people. "The Employer was not inoperable and the immediate community was not impassable." The Arbitrator has determined that in accordance with part 519.211 of the ELM the Union did not meet its burden that the snowstorm met the definition of a community disaster. Accordingly, there is no need to address the issue of employees exercising reasonable diligence in attempting to report to work under part 519.213 of the ELM. Based on the specific fact circumstances of this case the grievance is denied.

JY

Act of God Jan 10-13, 2011 Knoxville Maintenance

3971's in file for effective dates (as requested):

| Name | 10-Jan | 11-Jan | 12-Jan | 13-Jan |
|----------|-----------------|-----------|---------|---------|
| Johnson | ADM | | | |
| Gray | | | ADM | FSL |
| Johnsey | AOT | | | |
| Langley | | EAL | | |
| Lauer | ADM | | | |
| Sharp | | ADM | | |
| Rush | | | | |
| Gibson | ADM | ADM | ADM | |
| Coffman | SL | | | |
| Flynn | FSL | | | AL(pre) |
| Gibbons | | SL | | |
| Pratt | | | AL | |
| VanDyke | EAL | AL Late | | |
| Smith | ADM | | | |
| Talnagi | AL Late | | | |
| Bell | ADM | | | |
| Moyers | ADM | | | |
| Wynn | SL(pre) | | | AL(pre) |
| Day | AL(med) | | | |
| Pensenti | | ADM | AL(pre) | |
| Hall | | AL(pre) | | |
| Brown | AL(leave early) | AL(union) | | |
| Sicard | | | AL(pre) | AL(pre) |
| Sise | | | | AL(pre) |
| Cox | | ADM | ADM | |

| | | | | |
|----------------|----|---|---|---|
| Total | 14 | 9 | 6 | 5 |
| Minus SL/Other | 5 | 3 | 2 | 5 |
| Actual | 9 | 6 | 4 | 0 |

← LESS THAN 10% ACTUAL

AL(pre) = Preapproved Annual
 AL(med) = AL in lieu of SL for medical
 AL(Union) = Union meeting

REGULAR ARBTRATION PANEL

In the Matter of Arbitration) Class Action
)
between) Post Office: Chattanooga, TN
)
UNITED STATES POSTAL SERVICE) USPS Case No. C06C-1C-C 10120550
) APWU Case No. 10033
and)
)
AMERICAN POSTAL WORKERS)
UNION, AFL-CIO)
)

BEFORE: Debra Simmons Neveu, Esq., Arbitrator

APPEARANCES:

For the U. S. Postal Service: Eric W. Conklin, Labor Relations Specialist, Advocate
Charles Madison, Labor Relations Specialist and Plant
Manager (Ret.)

For the Union: Billy Woods, APWU National Business Agent, Advocate
Judy Stoker, Technical Assistant
Darlene Neal, APWU Vice President, Chattanooga Area
Local and Chief Union Steward

Place of Hearing: Chattanooga, Tennessee
Date of Hearing: August 26, 2014
Date Record Closed: September 22, 2014
Date of Award: October 30, 2014

Relevant Contract Provisions: National Agreement, Article 19, ELM 512.211 *et seq.*

Contract Year: 2006-2010

Type of Grievance: Contract

Summary of Award

The grievance is sustained. The evidence is that the Union has met its burden of proving that the winter storm that hit Chattanooga, TN on the evening of Friday, January 29, 2010 constituted an Act of God under ELM Section 519. The Service did not demonstrate that the affected employees, with reasonable diligence, could have reported to work as scheduled.

that primary and secondary roads were closed to normal vehicular traffic.

In Case No. C10T-1C-C 11114163 (Knoxville, TN)(Stephen Cook, 2014), the Arbitrator denied another ELM § 519 grievance because the evidence did not establish that the weather conditions impacted “groups” of employees, where there was no evidence that mail deliveries were delayed or curtailed, where most of the employees were able to report for work, and where there was no evidence that the immediate community was impassable. In Case No. B90N-4B-C 93016076 (Wakefield, MA)(Rose Jacobs, 1994), the Arbitrator drew a distinction between weather conditions that are “difficult to deal with,” or cause “inconvenience or annoyance,” and those which “paralyze the [] community” or that are “so oppressive and burdensome as to make movement within that community so impossible to fall within the definition of an Act of God that was general in nature and jointly experienced by a significant group of employees.” Arbitrator Jacobs reasoned that “[s]evere weather of itself does not fall within the industrial conception of an Act of God unless it renders the Employer inoperable and the immediate community impassable.”

Discussion and Opinion

Section 519 of the ELM sets forth the criteria for determining whether employees are entitled to administrative leave due to an Act of God. First, there must be an “Act of God” as that term is used in ELM § 519.211. If the existence of an Act of God has been determined, the inquiry proceeds to the second step, where Postal officials must determine whether the employees at issue could have reported for duty if they had used reasonable diligence. The term “Act of God” is defined in the ELM as a “community disaster” such as a fire, flood, or storm. Not every storm will be construed as an “Act of God;” a storm must meet specific criteria to be an Act of God for purposes of the ELM. It must be general, rather than personal, in scope and impact and must create conditions that prevent “groups” of employees from reporting for work.

The Union argues that the ELM does not require a two-step process for determining whether employees are entitled to administrative leave under Section 519. Although the Union acknowledges that it bears the burden of proving that the Service violated the contract in this matter, it disputes the position of the Service that the Union must first establish a prima facie case before the burden shifts to the Service to show that

the affected employees could have reported to work as scheduled if they had exercised reasonable diligence. The Union argues that the Service has an obligation to prove that it properly made a determination that employees could have worked their assigned schedule if they had exercised reasonable diligence, without regard to the Union's establishment of a prima facie case, and that the Service has introduced no evidence to meet this burden. In the regional awards cited by both the Union and the Service, the consensus of regional arbitrators is that to prove a violation of Section 519, the Union first bears the burden of proving that an Act of God occurred. If the Union meets this burden, the Service must produce probative evidence showing that it appropriately determined the employees, with the use of reasonable diligence would have worked their assigned schedules. If the employees could not have reported to work with reasonable diligence, then the employees are entitled to administrative leave for the time lost during the period that the weather prevented their arrival at work. This Arbitrator is in agreement with this two-step process, as it takes in to the account both the Union's burden to prove a violation, and the affirmative duty of the Service to make the reasonable diligence determination under Section 519.

The record includes three grievances arising out of storms occurring in Chattanooga, Tennessee. Two of these grievances, which arose out of a winter storm that passed through Chattanooga from January 11-13, 2011, were filed by the National Association of Letter Carriers (NALC) and the National Postal Mail handlers Union (NPMHU). These grievances were denied by Arbitrator Lawrence Roberts (Case No. C06N-4C-C 11208685, September 20, 2011) and Charlotte Gold (Case No. C06-M-1C-C 11109340), respectively. In well reasoned awards, these Arbitrators in those cases interpreted the requirements of Section 519 to mean that to qualify as an Act of God, the storm must be general, rather than personal, in impact and affect the ability of "groups" of people to report to work as scheduled. Noting that Section 519 does not define the term "groups," they interpreted these requirements to mean that the evidence must show that groups of employees in a specified geographical area must be negatively impacted.

After a review of all the regional arbitration awards submitted by the Parties, this Arbitrator finds that the analysis of Arbitrator Zachary Morris, in Case No. C10C-1C-C 11109334 (2014), arising out of a grievance filed in Chattanooga following a 2014 storm

is instructive. In that Award, Arbitrator Morris found that “a group need not be made up of a specific number of employees . . . [and] need not be from a specific geographic region in order to be a group for purposes of §519.” In that case, Arbitrator Morris found that the Union met its burden of proving that a snowstorm constituted an Act of God under the Elm, where “a group of 50 employees in the Clerk Craft, unable to report to work due to hazardous driving conditions caused by a widespread snowstorm that devastated an entire region of the country is exactly the sort of Act of God that was envisioned when the Parties negotiated this language into the ELM.” The grievance in that case arose out of a storm that hit Chattanooga, Tennessee leaving more than eight inches of snow, and led the governors of Tennessee, Georgia and Alabama to declare a state of emergency.

← MGT
DOES NOT
AGREE!

This Arbitrator is in agreement with the reasoning of Arbitrator Morris. There is no evidence in the record showing that the governor of Tennessee declared a state of emergency due to the storm. According to an online news posting on January 29, 2010, downtown Chattanooga received “a couple inches of snow,” while Lookout Mountain had about six inches and Signal Mountain reported 3-4 inches. Although it cannot be disputed from the evidence in the record, that the storm faced by Chattanooga on January 29, 2010 did not leave as much snow as the storm considered by Arbitrator Morris in 2014, the news reports indicted that the icy road conditions rendered the roads perilous and resulted in over 95 traffic accidents. Motorists were advised to avoid driving if at all possible. The evidence shows that, because of the storm, four roads - Roberts Mill Road, the W Road, Ochs Highway and Signal Mount Road – were closed overnight on January 29th.

The evidence also shows that a very large number of employees were affected by the storm. A total of 88 employees at the Chattanooga P&DC did not report for work over three tours on January 29-30, 2010. Evidence from the TAC's reports is that 25% of these employees were out for reasons other than weather (e.g., annual leave, sick leave, etc.) The number of employees affected by the weather and covered by the instant grievance is further reduced by the fact that not all of the 88 employees cited by the Union were members of the clerk craft. Of the total of 88 employees who did not work, 67 (21 on Tour 3 and 46 on Tour 1) were clerk craft employees. It is not disputed that the majority of employees and the majority of clerk craft employees who were scheduled to work at the Chattanooga P&DC were able to report to work. There was no evidence regarding

whether Postal deliveries and P& DC operations were carried out as usual on July 29-30, 2010. However, the weight of the evidence in the record is that the icy roads and storm conditions affected the ability of approximately 40% of the work force to report to duty.

The record contains two statements from Clerks who generally claimed that they were unable to report to work on January 29, 2010 “due to inclement weather,” as well as the testimony of Union Steward Neal about her own attempts to drive. The statements do not specify whether any of the four roads that were closed impacted these employees’ abilities to report to work. One employee stated that she lived off a hill, which made driving unsafe. However, the Steward acknowledged that not all of Chattanooga is hilly.

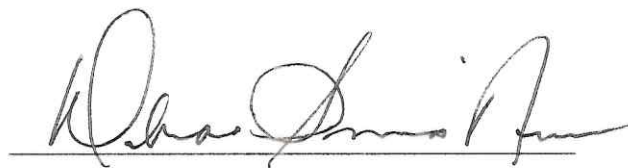
The Union has the initial burden to show that the storm was general, rather than personal, in scope and impact, and that the storm created conditions that prevented groups of employees from working or reporting to work. The evidence in this record establishes that the January 29, 2010 winter storm did have general impact – specifically, it caused four roads in and/or around Chattanooga to be closed and resulted in the inability of a substantial number of employees to work their assigned schedules. Therefore, the Union has met its burden of establishing a prima facie case.

After reviewing the record, the Arbitrator finds that Management did not meet its burden of proving by probative evidence that affected the employees could have reported to work if they had used reasonable diligence. There is no evidence in the record showing that Management made any attempt to determine if the employees could have reported to work through the exercise of reasonable diligence.

Award

The grievance is sustained. The evidence is that the Union has met its burden of proving that the winter storm that hit Chattanooga, TN on the evening of January 29, 2010 constituted an Act of God under ELM Section 519. The Service did not demonstrate that the affected employees, with reasonable diligence, could have reported to work as scheduled. As a remedy, the Postal Service shall pay Administrative Leave to all members of the Clerk Craft addressed in the instant grievance for all hours missed due to the Act of God on Tour 1 January 29, 2010 or Tours 2-3 on January 30, 2010 and who requested Administrative Leave, Annual Leave, Emergency Annual Leave, or LWOP; except that

Administrative Leave will not be paid to those employees who requested Sick Leave or who were out on previously approved leave.

A handwritten signature in black ink, appearing to read "Debra Simmons Neveu", written over a horizontal line.

Debra Simmons Neveu, Esq., Arbitrator
New Orleans, Louisiana
October 30, 2014