

**American Postal Workers Union, AFL-CIO**  
**GRIEVANCE**  
**STATUS LETTER**  
**(CENTRAL REGION)**

GRIEVANT-PERSON OR UNION FROM LINE 8 (LASTNAMEFIRST)		APWU-USPS NAT. GRIEVANCE
HOUGH, G.		
WORK LOCATION CITY AND ZIP CODE FROM LINE 10		USPS REGIONAL GRIEVANCE
Des Moines, IA		I90C-1I-E96014718
CONTRACT ISSUE	CRAFT	APWU REGIONAL GRIEVANCE
ART. 27 - EMPLOYEE CLAIM	Clerk	none
	DATE	APWU LOCAL GRIEVANCE
	December 3, 1996	4I96017

TO: DIRECTOR, INDUSTRIAL RELATIONS  
 AMERICAN POSTAL WORKERS UNION, AFL-CIO  
 1300 L STREET, N.W.  
 WASHINGTON, D.C. 20005

D/A: 11/16/96 - Exp.  
 SUSTAINED  
 ADVOCATE:  
 - Bruce Clark

- WITHDRAW FROM STEP 4 OR ARBITRATION
- SETTLEMENT
- ARBITRATION AWARD
  - NATL. CERTIFICATION
  - LOCAL CERTIFICATION

PYMT. # 0504515

Arbitrator's Statement - Frederick P. Kessler  
 \$237.00 -- D/H: November 13, 1996

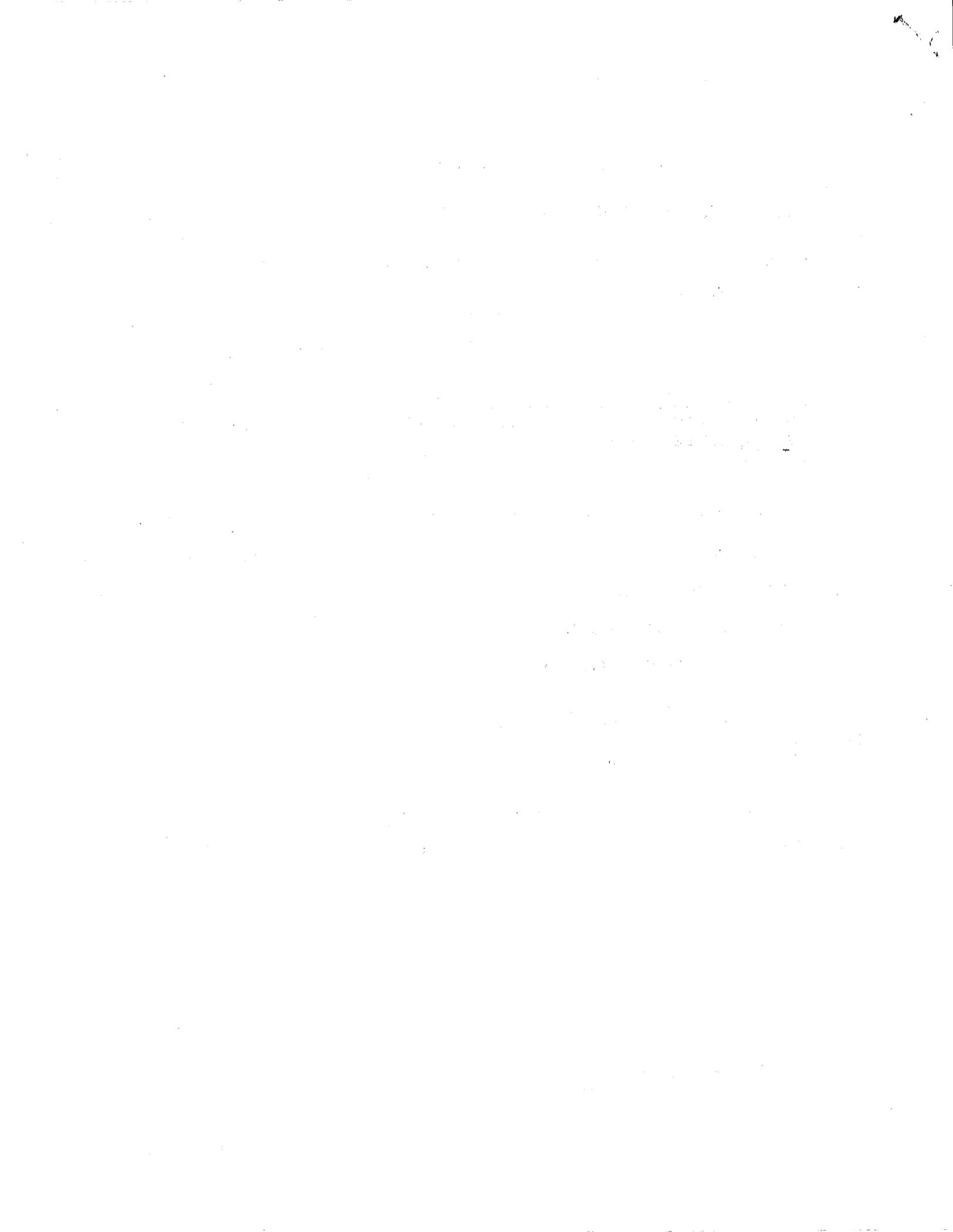
*ATTACHED IS DOCUMENTATION IN SUPPORT OF ACTION INDICATED*

The Arbitrator stated, "The claim for \$70. made by Gary Hough is approved."

cc: NBA St. Louis Div. Office, APWU  
 President, Des Moines BMC Local (7027), APWU

LEO F. PERSAILS, COORDINATOR  
 CENTRAL REGION  
 AMERICAN POSTAL WORKERS UNION,  
 AFL-CIO

LFP:rmt



FREDERICK P. KESSLER  
EXPEDITED ARBITRATION PANEL

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In the Matter of the Arbitration  
between

UNITED STATES POSTAL SERVICE

and the arbitration between

AMERICAN POSTAL WORKERS UNION

and

UNITED STATES POSTAL SERVICE

and

AMERICAN POSTAL WORKERS UNION

GRIEVANT: JACQUELINE NOBLE

POST OFFICE: DES MOINES

CASE NO: I90C-II-E 96006408

GRIEVANT: GARY HOUGH

POST OFFICE: DES MOINES

CASE NO: I90C-II-E 96014718

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BEFORE FREDERICK P. KESSLER

APPEARANCES

For the U.S. Postal Service: Maureen Drexler  
Labor Relations Specialist

For the Union: Bruce Clark, President  
Iowa Postal Workers Union

PLACE OF HEARING	Des Moines, Iowa
DATE OF HEARING	November 13, 1996
DATE OF AWARD	November 16, 1996
RELEVANT CONTRACT PROVISION	Article 27 Employee Claims
CONTRACT YEAR	1990-94
TYPE OF GRIEVANCE	Failure to approve Employee Claim for Property Damage

Decision

Article 27 of the Collective Bargaining Agreement provides that an employee may be reimbursed for the loss of property where the loss was suffered incident to employment. In order to recover, the employee must show that (1) possession of the property must have been reasonable under the circumstances; (2) the damage was not caused by a wrongful or negligent act of the employee, and (3) that it did not occur from normal wear and tear, or day to day living and working conditions.

Jacqueline Noble lost her prescription glasses when they fell from her bag while she was walking on a catwalk above a moving carousel. She was unable to retrieve them when she made her way down to the carousel. She and her supervisor tried to find them unsuccessfully. She seeks \$25 for her loss.

Noble was negligent in the manner she placed her glasses in her bag. No evidence was offered that indicates that the Postal Service, or another employee did anything negligently to contribute to the loss. Whether they fell on a moving carousel, or were shattered while walking through the lunch room, they were lost because of her actions. She is barred from recovering because of her negligence in failing to secure the glasses in the bag.

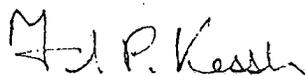
Gary Hough's coat was taken from a coat rack located approximately five to eight feet from the machine he operates. His supervisor had informed the employees under his supervision that they could hang their coats on the rack provided by the Postal Service. The Postal Service also provided Hough an eight inch by thirtysix inch locker in the break room, located one flight of stairs above his work area. The locker is one half the size of the lockers given to female employees in the Des Moines facility. Hough indicated that he would lose one third of his break time if he went upstairs to get his coat so he could go outside during his break. In the winter he would have to "stuff" his coat in the locker in order to secure it. He is not able to identify who took his coat. He is seeking \$70 for reimbursement.

Hough could have used his locker to store his coat during the workday. But the Postal Service provided a coat rack, and told employees they could use it. That action supports Hough's claim. A coat on a rack provided for that purpose differs from other personal property which could be lost. The Postal Service has been ordered by Arbitrator John Fletcher to provide male employees in Des Moines with a full length locker, effective 90 days after September 28, 1996. In that climate, full length lockers are needed to hold coats and boots during the winter months. Hough is entitled to be reimbursed for the loss of his coat.

#### Award

The claim for \$70 made by Gary Hough is approved. the claim for \$25 made by Jacqueline Noble is denied.

Dated at Milwaukee, Wisconsin  
this 16th of November, 1996

  
FREDERICK P. KESSLER  
Arbitrator