

CH# 03214

ARBITRATION AWARD

January 18, 1982

UNITED STATES POSTAL SERVICE
Brooklyn, New York

HSN-1A-C 7812

-and-

Case No. N8-N-0221

NATIONAL ASSOCIATION OF LETTER
CARRIERS

Subject: Payment of Grievant - Travel Time for Step 2 Meeting

Statement of the Issue: Whether the Postal Service's failure to pay a grievant for time spent traveling to and from the Step 2 meeting on his grievance was a violation of the National Agreement?

Contract Provisions Involved: Article XVII, Section 4 of the July 21, 1978 National Agreement.

<u>Grievance Data:</u>	<u>Date</u>
Grievance Filed:	September 17, 1979
Step 2 Meeting:	October 1979
Step 3 Meeting:	January 4, 1980
Step 4 Meeting:	February 28, 1980
Appeal to Arbitration:	March 7, 1980
Case Heard:	October 6, 1981
Transcript Received:	October 24, 1981
Briefs Submitted:	December 10, 1981

Statement of the Award: The grievance is denied.

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ATTENTION: DIVISION
LABOR RELATIONS DEPARTMENT



BACKGROUND

This case involves the Postal Service's refusal to pay a grievant for time spent traveling to and from the Step 2 meeting on his grievance. NALC insists this refusal was a violation of Article XVII, Section 4 of the 1978 National Agreement. It asks that the Postal Service compensate this grievant "for on-the-clock travel time to and from [this] Step 2 meeting..."

The essential facts are not in dispute. J. Roventini, a letter carrier, was employed in mid-1979 at the Ryder Station in Brooklyn, New York. He was disciplined. He filed a grievance protesting the disciplinary action. The Step 2 meeting on his grievance was held, pursuant to Postal Service practice in Brooklyn, at the Main Post Office. NALC wanted the grievant to be present. Because the Ryder Station is a substantial distance from the Main Post Office, Roventini spent two hours traveling to and from the Main Post Office to attend his Step 2 meeting. Those hours fell during his regular work day.

The Postal Service paid Roventini only for the time he actually spent at the Step 2 meeting. It refused to pay him for his two hours' travel time. That refusal prompted the instant grievance.

Article XVII, Section 4 is the relevant contract provision. It reads:

"The Employer will authorize payment only upon the following conditions:

- Steps 1 and 2 - The aggrieved and one Union steward (only as permitted under the formula in Section 2A) for time actually spent in grievance handling, including investigation and meetings with the Employer. The Employer will also compensate a steward for the time reasonably necessary to write a grievance. In addition, the Employer will compensate any witness for time required to attend a Step 2 meeting.
- Meetings called by the Employer for information exchange and other conditions designated by the Employer concerning contract application.

"Employer authorized payment as outlined above will be granted at the applicable straight time rate, providing the time spent is a part of the employee's or steward's (only as provided for under the formula in Section 2A) regular work day."
(Emphasis added)

The parties have entirely different interpretations of this language. The Postal Service insists "time actually spent in grievance handling..." simply does not include travel time. It believes this view is supported by bargaining history, by past practice, and by the terms of the witness compensation clause added to Article XVII, Section 4 in the 1978 negotiations.

NALC disagrees. It emphasizes that Brooklyn Management scheduled a Step 2 meeting at the Main Post Office for its own convenience and thereby required Roventini to spend two hours traveling to and from the grievance meeting. It claims his travel time "was thus devoted solely to the handling of his grievance." It urges his "sole purpose", whether traveling in connection with the Step 2 meeting or discussing his complaint with Management at this meeting, was to resolve his grievance. It contends therefore that all of this time must logically be characterized as "time actually spent in grievance handling." It says its broad view of this contract clause is justified not only by the plain meaning of its words but also by "common sense" and "equity."

DISCUSSION AND FINDINGS.

A grievant can receive payment under Article XVII, Section 4 "only" if he satisfies certain express "conditions." He is paid for Steps 1 and 2 of his grievance "for time actually spent in grievance handling, including investigation and meetings with the Employer", providing the "time spent" is part of his "regular work day."

The issue, simply stated, is whether the grievant's travel time to and from a Step 2 meeting constitutes "time actually spent in grievance handling..."

The key words in this contract clause, it seems to me, are "grievance handling." They encompass a broad range of grievance activity. They include "investigation",

"meetings with the Employer", and other similar kinds of grievance action. But all of these activities, to be covered by Article XVII, Section 4, must have one essential characteristic. They must involve the "actual...handling..." of a grievance.

A grievant may occasionally have to travel to a Main Post Office to participate in his Step 2 meeting. That is what happened to Roventini. But such traveling cannot reasonably be said to involve the "actual...handling..." of a grievance. While the grievant is on a bus or train en route to the meeting, he is not engaged in the "actual...handling..." of his grievance. He is traveling, nothing more. His "grievance handling" begins only when he arrives at the meeting. It follows that he has not satisfied the express "conditions" of Article XVII, Section 4 and is not entitled to payment for his travel time.

This conclusion is consistent with the parties' negotiating history. Article XVII, Section 4 has had a provision for payment for "time actually spent in grievance handling..." since 1971. NALC (actually the Postal Labor Negotiating Committee) proposed adding the following language to the "grievance handling..." clause in the 1975 negotiations: "...including travel and transportation, investigation, preparation, and writing grievances" (Emphasis added). The Postal Service rejected this proposal. NALC proposed adding the following language to the "grievance handling..." clause in the 1978 negotiations: "The Employer shall also compensate Union representatives for time spent in and travelling to and from meetings called by the Employer..." (Emphasis added). Again the Postal Service rejected this proposal. Given this history, it would appear NALC recognized in 1975 and 1978 that "time actually spent in grievance handling..." did not include travel time.

Moreover, when the parties added a witness payment clause to Article XVII, Section 4 in the 1978 negotiations, they expressed the Postal Service's obligation in a much different way. They stated, "...the Employer will compensate any witnesses for the time required to attend a Step 2 meeting." Clearly, the "time required to attend..." includes travel time. The grievant payment clause, "time actually spent in grievance handling", says nothing whatever about "time required to attend..." meetings. It can hardly be interpreted to mean the same thing as the witness payment clause.

For these reasons, I find that the Postal Service was not obliged to pay Roventini for his travel time. There has been no violation of Article XVII, Section 4.

AWARD

The grievance is denied.

Richard Mittenthal
Richard Mittenthal, Arbitrator

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Arbitration Division
Labor Relations Department