

CT00008

RECEIVED BY

FEB 8 1982

INDUSTRIAL
RELATIONS

GERALD COHEN 1/26/82

Won

Art. X, XIX Medical Certificate

20532 (csc-4F-c)

IN ARBITRATION

UNITED STATES POSTAL SERVICE,) Case No. CBC-4F-C 20532;
and) Arbitrator's File 81-142-712;
AMERICAN POSTAL WORKERS UNION,) Date of Hearing:
KENNETH KLEIER, Grievant.) December 22, 1981,
) Cincinnati, Ohio.

APPEARANCES

For the Postal Service:

MICHAEL P. JORDAN
Labor Relations Executive
United States Postal Service
433 West Van Buren
Chicago, IL 60699

FROM THE OFFICE OF

JOHN P. RICHARDS

DIRECTOR
INDUSTRIAL RELATIONS
APWU AFL-CIO

For the Union:

JACK J. PANZECIA
Regional Representative, Clerk Craft
American Postal Workers Union
311 Robben Lane
Cincinnati, OH 45238

O P I N I O N

Issue

Did the Postal Service violate the National Agreement
and/or Handbooks and Manuals by requiring Grievant to produce
medical documentation for a sick leave?

Facts

Grievant testified that on August 3, 1980, he called
in to the Postal Service about an hour and a half before the
start of his shift to ask for time for sick leave. This was

on a Sunday, and his regular supervisor was not on duty. He was referred to an acting supervisor, who advised him that he would need to produce medical documentation to justify the absence.

Grievant testified that he was not on the restricted sick-leave list, nor had he been disciplined for attendance problems. He also stated that the sick leave which he requested on Sunday, August 3, 1980, was eventually approved by his regular supervisor.

Grievant produced evidence to show that on August 3, 1980, he had been to a doctor and had received a tetanus shot because of a laceration to his right foot. The cost of this visit and of the shot was \$26.00.

The supervisor who had requested the medical documentation testified that, on occasion, she worked on weekends, and when she did so with a crew that was not her usual crew, she familiarized herself with the records of the crew which she was to supervise. She did this by discussing the crew with the regular supervisor, and also by a review of the Forms 3972 (Absence Analysis) of the employees.

She stated that, in her opinion, Grievant's Absence Analysis Form 3972 showed a pattern in which Grievant had consistently taken sick leave either prior to or subsequent to his non-scheduled days. Grievant's non-scheduled days were Saturday

and Sunday up through April 18, 1980, when they were changed to Friday and Saturday.

On Sunday, August 3rd, when Grievant took sick leave, the Postal Service was particularly hard-pressed for employees because week-ends are traditionally a period when few employees work, and the Postal Service, therefore, cannot afford to have those employees who are scheduled taking off work.

Discussion and Opinion

Section 513.361 of the Employee and Labor Relations Manual provides that a supervisor may request medical documentation when an employee is on restricted sick-leave, or when the supervisor deems documentation desirable for the protection of the interests of the Postal Service.

There was no question that Grievant was not on the restricted sick-leave list. Therefore, the issue is: Would medical documentation from Grievant be necessary for the protection of the interests of the Postal Service?

The supervisor who requested the medical documentation stated that she did so because Grievant showed a pattern of taking sick leave either prior to or after a non-scheduled work day. This indicated to her that medical documentation should be required.

In considering Grievant's Absence Analysis Form 3972, which would have been the one of concern to the supervisor, I am at a loss to understand how anyone could conclude that the few

sick leaves taken by Grievant could be termed a "pattern of calculated use of sick leave to extend non-scheduled days".

From December 15, 1979, which would be pay period 1, through August 8, 1980, the end of pay period 17, Grievant had three instances of sick leave.

That period of time constituted some 34 weeks. Grievant took sick leave in three of the 34 weeks, amounting to a sick-leave request once in every ten weeks. This hardly constitutes a pattern that could raise suspicion and indicate that an employee's undocumented request should not be accepted.

Grievant's sick-leave record could be improved only very slightly; that is, only to the extent of three less requests. I cannot see how anyone could reasonably say that Grievant had a pattern of sick-leave requests that would raise suspicion. I acknowledge that these sick-leave requests did occur at the beginning of and at the end of the weeks involved, but even with that factor acknowledged, nonetheless, the requests were so infrequent that the timing thereof should not have raised suspicion of abuse of sick leave so as to require medical documentation.

The supervisor therefore abused her discretion in requesting medical documentation.

The issue of monetary recovery by Grievant for his medical documentation is difficult to determine. The Postal Service pointed out that Grievant received a tetanus injection during

his visit to the doctor on August 3rd. The \$26.00 bill that he incurred, therefore, was, in part, for an injection, and did not result from the Postal Service's request for medical documentation. As a matter of fact, the visit which Grievant made to the doctor on August 3rd was made entirely independent of the request for medical documentation. The evidence indicated that Grievant would have gone to a doctor in any event because of the injury suffered, and that he did not go to the doctor specifically and solely as a result of the request for medical documentation.

I must therefore agree with the Postal Service's position that the total bill of \$26.00 was not incurred as a result of the request for medical documentation. I would conclude that the tetanus injection Grievant received would have cost about \$16.00.

The grievance is sustained, and Grievant is ordered reimbursed in the amount of \$10.00.

The costs are assessed equally.

Dated this 26th day of January, 1982.



GERALD COHEN
Arbitrator
722 Chestnut Street
St. Louis, MO 63101
(314) 231-2020.