

621
1942 CLC-4B-C

ARBITRATION AWARD

LOCAL ARBITRATION

In the Matter of the Arbitration)

)
Between)

UNITED STATES POSTAL SERVICE)
Grand Rapids, Michigan)

)
And)

AMERICAN POSTAL WORKERS UNION)
Western Michigan Area Local)

CASE NOS. CLC-4B-C 1942
CLC-4B-C 621

ALBERT A. EPSTEIN
ARBITRATOR

C# 000243
A

CASE NO. CLC-4B-C 1942

LINDA TEUNIS GRIEVANCE

CASE NO. CLC-4B-C 621

KAREN ZALOKAR GRIEVANCE

THE PROCEEDINGS

The above parties, unable to resolve grievances filed by employees Teunis and Zalokar with reference to Postal Service demands for medical leave certification, submitted the matter to the undersigned for arbitration under the terms of their labor agreement.

A hearing on the matter was held at the main Post Office in Grand Rapids, Michigan on June 15, 1982. Both parties were represented and fully heard, testimony and evidence were received and both parties made oral closing arguments.

APPEARANCES

FOR THE POSTAL SERVICE:

Mr. Rodney A. Stone	Labor Relations Executive
Mr. Raymond C. Sasak	L.S.M. Supervisor
Mr. Freddie M. Gleason	Supervisor of the Mails

FOR THE UNION:

Mr. Robert R. Murphy	President of the Area Local
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THE ISSUE

I

Was Linda Teunis entitled to reimbursement
for medical expense consisting of her
physician's fee, round trip mileage from her
residence to the physician's office and
applicable hourly rate for actual time spent
in securing medical documentation as ordered
by her supervisor on November 5, 1981?

II

Was Karen Zalokar entitled to reimbursement
of medical expenses consisting of her
physician's fee on September 12, 1981?

PERTINENT LABOR AGREEMENT
PROVISIONS

ARTICLE 10

LEAVE

Section 2. Leave Regulations.

The leave regulations in Subchapter 510 of the Employee and Labor Relations Manual, insofar as such regulations establish wages, hours and working conditions of employees covered by this Agreement, shall remain in effect for the life of this Agreement.

Section 5. Sick Leave.

The Employer agrees to continue the administration of the present sick leave program, which shall include the following specific items:

E. For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence.

PERTINENT EMPLOYEE AND
LABOR RELATIONS MANUAL PROVISIONS

CHAPTER 5

EMPLOYEE BENEFITS

511.2 Responsibilities

.21 Postal officials:

c. Approve or disapprove requests for leave.

511.4 Unscheduled Absence

- .41 Definition. Unscheduled absences are any absences from work which are not requested and approved in advance.
- .43 Employee Responsibilities. Employees are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In addition, employees must provide acceptable evidence for absences when required.

513 Sick Leave

- 513.1 Purpose. Sick leave insures employees against loss of pay if they are incapacitated for the performance of duties because of illness, injury, pregnancy and confinement, and medical (including dental or optical) examination or treatment.

513.342 Approval/Disapproval.

The supervisor is responsible for approving or disapproving applications for sick leave by signing the Form 3971, a copy of which is given to the employee. If a supervisor does not approve an application for leave as submitted, the Disapproved block on the Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the granting of any alternate type of leave, if any, must be noted along with the reasons for the disapproval. AWOL determinations must be similarly noted.

513.36 Documentation Requirements

.361 3 Days or Less.

For periods of absence of 3 days or less, supervisors may accept the employee's statement explaining the absence. Medical documentation or other acceptable evidence of incapacity for work is required only when the employee is on restricted sick leave (see 513.36) or when the supervisor deems documentation desirable for the protection of the interests of the Postal Service.

DISCUSSION AND OPINION

Grievance I

LINDA TEUNIS

The Grievant held the position of a full time Distribution Clerk, MPLSM, at the main Post Office in Grand Rapids, Michigan. On November 5, 1981, she telephoned the Postal Service office stating that she would be unable to report to duty because of an alleged illness. The Foreman of Mails, Gleason, based his determination upon his review of an analysis of the Grievant's Sick Leave and Absence Record, instructing her that she would be required to bring in substantiating medical certification for her absence on that date. The Grievant supplied the documentation, but filed a grievance claiming that the requirement for documentation was inappropriate and that she should therefore be

compensated for the physician's fee, round trip mileage from her home to the physician's office and compensation for time spent in obtaining the documentation. Management's denial of this requirement gave rise to the instant grievance.

The Postal Service takes the position that the requirement of the Grievant to substantiate her absence was consistent with the terms of the Labor Agreement between the parties and the Rules and Regulations set forth in the Employee and Labor Relations Manual. It refers specifically to that part of Section 513.361 of the manual which provides that medical documentation may be required when the supervisor deems such documentation desirable for the protection of the interests of the Postal Service. The Postal Service contends that a review of the Grievant's amount of sick leave over the previous 9 month period and her AWOL record during the same time frame justified the supervisor's judgment that the documentation was appropriate.

It notes that the Grievant, contrary to her contention, was previously warned about her poor attendance record and that the action of the Postal Service was not arbitrary or capricious. The Postal Service submits that under the regulations; it is not required that an employee

be on a Restricted Sick Leave Program in order to be subject to a demand for certification of medical absence. It therefore requests that the grievance be denied.

The union takes the position that the Grievant was never put on any Restricted Sick Leave Program and that she had never been previously informed that her use of sick leave was excessive. In fact, it notes that the Grievant had previously been told by Supervisor Gleason that she had a good sick leave record and that there is no proven evidence of sick leave abuse by the Grievant.

The union contends that medical documentation was not necessary for the protection of the interests of the Postal Service on the date in question, that the action of her supervisor requiring the production of medical documentation was unjustified and that she therefore should receive the compensation which she requests.

A review of the testimony and evidence indicates that there was no substantiating basis for justification of the supervisor's demand for medical certification from the Grievant on the date involved herein. The Grievant had 5 years of seniority and her sick leave record does not indicate any abuse, and furthermore, there is a question as to

whether she was even warned of any prior use of sick leave. The testimony indicates that Supervisor Gleason had discussed the Grievant's absence record with her, that he said it was "pretty good", but that he did indicate that she "had to watch it". In my opinion, this does not consist of such a direct warning which would justify Supervisor Gleason's demand for medical certification on November 5, 1981.

The testimony indicates that the doctor's office was located approximately two miles from the Grievant's home and that it was not particularly off the course of travel between the Post Office and the Grievant's home. Therefore, although I support the grievance filed on her behalf, I am of the opinion that based on the circumstances and general practice in this regard, the Grievant is not entitled to any compensation for mileage or time spent in connection with the visit to the doctor's office. She is entitled to compensation for the doctor's fee and an award will issue accordingly.

Grievance II

LINDA ZALOKAR

Grievant Zalokar occupies the position of full time Distribution Clerk, MPLSM, at the main Post Office in Grand Rapids, Michigan. On Saturday, September 12, 1981, the

Grievant approached Supervisor of Mails Sasak requesting six hours of sick leave because she was going home early on account of illness. The Grievant claims she was suffering from rhinitis, but Sasak claims that she had previously complained of an allergy to dust when sorting mail bags and indicated that if this was the basis of her medical leave request, she should probably seek a leave to transfer. But in any event, he insisted on medical certification for the sick leave involved. The Grievant provided the medical certification but claims that the certification requirement was improper and requested payment of her physician's fee and compensation of mileage to and from the doctor's office. The denial of this claim led to the filing of the instant grievance.

The Postal Service takes the position that the supervisor's request for medical certification was appropriate because of the Grievant's previous record of allergic reaction to the dust raised by the handling of mail bags. It points out that it was the supervisor's opinion that the Grievant's incapacity to work was due to that allergy and that he offered the Grievant a job in the manual area where the rhinitis would not adversely affect the Grievant's production because she could take care of the resultant running nose without

affecting her ability to work. Thus, the Postal Service submits that, based on the past experience of the Grievant with which the supervisor was aware, he had good reason for requesting medical certification.

With reference to the Grievant's claim for time spent at the doctor's office and for mileage, it is the position of the Postal Service that these were already covered by the Grievant's sick leave benefits and that the trip to the doctor's office was not an unusual distance. Therefore, the Postal Service, in accordance with its contentions set forth above, requests that the grievance be denied.

The union takes the position that the Grievant was not on Restricted Sick Leave so that the certification request was limited to a proof that the supervisor's action was necessary to protect the interests of the Postal Service. It maintains that the Grievant was actually ill and that her previous allergic reactions were not related to the incident involved herein. Insofar as the Grievant's sick leave record is concerned, the union notes that although the Postal Service alleged that the Grievant had a poor sick leave record, this is based upon management's inclusion of pregnancy sick leave which the Grievant had taken since December 18, 1980 and it notes that if this pregnancy sick leave was excluded, the

Grievant's record would indicate only 12 hours of sick leave since that date. It is the union's contention that management's consideration of the pregnancy sick leave in evaluating the sick leave record of the Grievant is in violation of the Pregnancy Discrimination Act of 1978 and that it should therefore not be considered.

The union submits that the Grievant followed the instructions of Supervisor Sasak to produce evidence of her illness and that the Postal Service therefore has the obligation to make the Grievant whole for the cost of the doctor's visit because there is no basis for requiring the medical certification.

A review of the testimony and evidence leads to the conclusion that there was no justifiable basis for the determination by Supervisor Sasak that the Grievant's claim for medical leave on the date in question required medical certification. I find no evidence that Sasak's requirement was necessary to protect the interests of the Postal Service.

It is my opinion that under the circumstances in this case, the Grievant is entitled to be compensated for her physician's fee, but she is not entitled to any compensation for mileage to and from the doctor's office. An award will issue accordingly.

A W A R D

I

LINDA TEUNIS

Linda Teunis is entitled to reimbursement for medical expenses consisting of her physician's fee for treatment of the Grievant on November 5, 1981. The Grievant's request for round trip mileage and compensation for time spent in securing medical documentation is denied.

II

KAREN ZALOKAR

Karen Zalokar is entitled to reimbursement for medical expenses consisting of her physician's fee for treatment of the Grievant on September 12, 1981. The Grievant's request for mileage is denied.

Albert A. Epstein

ALBERT A. EPSTEIN
ARBITRATOR

CHICAGO, ILLINOIS
AUGUST 16, 1982