

C# 03347

IN THE MATTER OF THE) EXPEDITED BACKLOG ARBITRATION
ARBITRATION BETWEEN) AWARD
United States Postal Service) RE: S8N-3A-C-22812
Houston, TX) R. E. Singleton
Employer) Houston, TX
-and-)
National Association of)
Letter Carriers,)
Union)

* * * * *

Before:

Robert W. Foster, Arbitrator

APPEARANCES

For the Union:

Theophilus Groves, Jr., Local Business Agent

For the Employer:

D. D. Heeth, Labor Relations Assistant

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PRELIMINARY STATEMENT

The undersigned was appointed from the Backlog Contract Panel to decide the issue in disputes according to the 1978 National Agreement between the parties. A hearing was held on March 17, 1983 in Houston, Texas, attended by the Grievant and the above-named representatives of the parties who were accorded full and equal opportunity to present evidence and arguments.

ISSUES

Whether the Employer violated the 1978 National Agreement by requiring Grievant to provide proof of illness on August 16, 1980 and then refusing to accept the documentation provided causing Grievant's leave request to be disapproved and changed to AWOL?

SUMMARY OF THE EVIDENCE

Grievant reported to work on August 16, 1980 as a part-time flexible carrier approximately 20 minutes before the scheduled time and was told by his supervisor that he was being assigned to a different route for that day.

According to the testimony of the supervisor, Grievant appeared to be in a good mood with no appearance of illness when he first came to the station. When told of the changed assignment, the supervisor heard Grievant state that he was being "screwed over" and appeared to be angry. Grievant then put in for eight hours sick leave for the day and was told by the supervisor that he would be required to provide proof of his illness. There was no evidence that Grievant had previously abused sick leave and he was not on restricted sick leave.

According to the Grievant's testimony, he was sick when he reported to work on August 16, and as his condition worsened, he decided that he would not be able to work that day. Grievant called in sick on August 18, his next scheduled work day. Upon return to work on August 19, Grievant submitted to his supervisor a doctor's statement verifying that he had visited the doctor on that day and received an injection, laboratory tests, and medication. Grievant stated that the doctor's bill cost him between \$20-\$30.

The supervisor advised Grievant that this statement was not acceptable since it did not show that Grievant was sick on August 16 and that he had until the end of the week to produce an acceptable statement. When Grievant did not do so, the supervisor disapproved Grievant's request for sick leave with the statement "acceptable proof not brought."

DISCUSSION AND CONCLUSION

The first issue raised by this grievance is whether management was justified in requiring medical documentation for Grievant's absence on August 16, 1980 under the following language of §513.361 of the Employee and Labor Relations Manual: "when the supervisor deems documentation desirable for the protection of the interests of the Postal Service". This vest in management discretion as to when such demand is to be required that may not be abused by its exercise in an arbitrary or capricious manner. That is to say, there must be some objectively observable factual basis for singling out an employee for this burdensome requirement indicating that the alleged illness may not be genuine. That is the case here. Given the appearance of Grievant's good health just prior to the undesirable assignment, there was sufficient grounds for suspicion that the sudden inability to work coinciding with the notice of an undesirable route assignment was too coincidental thereby placing the burden on the Grievant to establish his illness by medical documentation.

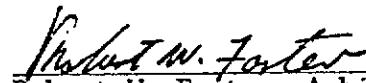
The adequacy of that documentation is governed by the language of §513.364 of the Employee and Labor Relations Manual. The doctor's statement must describe the nature of the illness indicating

that the Grievant "was unable to perform his duties for the period of absence". The statement offered by the Grievant contained no such indication. Indeed, not only did the statement fail to address Grievant's condition on August 16, but its limitation in scope to a visit to the doctor's office for medication is expressly excluded from acceptable evidence.

AWARD

After careful consideration of the evidence and arguments of the parties, the award is that the Employer did not breach the 1978 National Agreement by requiring Grievant to provide proof of illness on August 16, 1980 and in refusing to accept the documentation furnished by Grievant.

Accordingly, the grievance is denied.


Robert W. Foster
Robert W. Foster, Arbitrator

March 23, 1983
Columbia, South Carolina