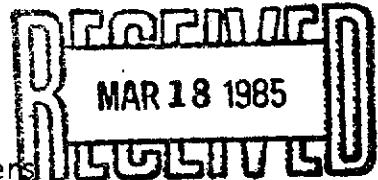


C#04967

NALC, A.R.B.  
Washington, D.C.



IN THE MATTER OF AN ARBITRATION

BETWEEN

National Association of Letter Carriers  
Corpus Christi Branch No. 1259

AND

United States Postal Service  
Alice, Texas

Case No. S1N-3U-C 17846

Grievant: L. Martinez

Hearing date: February 21, 1985

Arbitrator: Elvis C. Stephens

APPEARANCES

For the Union: Jessie Riojas

For the Service: Manuel Hernandez

ISSUE

Did Management violate the contract when the supervisor required medical documentation for the Grievant's absence on January 4, 1983?

INTRODUCTION AND BACKGROUND

On February 21, 1985 there was an arbitration hearing on the above referenced grievance at the Post Office, Alice, Texas. The case had been assigned to the arbitrator by the Southern Regional Headquarters in accordance with the procedures agreed to by the parties. During the hearing the parties had opportunity to introduce evidence and present and cross examine witnesses. Closing arguments were made at the end of the hearing.

On January 4, 1983 the grievant, a carrier, notified his supervisor that he was sick and could not report for work. The supervisor told him to bring in medical documentation for the absence. The grievant went to his doctor and secured the requested certification. When he presented the certificate the same day, his request for sick leave was approved.

On January 4, 1983 Martinez filed a grievance at Step 1 contending that the requirement for the medical certification violated Article 10, Section 5 of the contract. The grievance requested that he be reimbursed \$20.00 for the doctor's fee, plus mileage and one and one-half day's

administrative leave. The parties could not resolve the grievance. They stipulated that it was properly before the arbitrator for a decision.

#### POSITION OF THE UNION

The union contends that the requirement for the medical documentation was a violation of the contract. Part 513.361 of the Employee & Labor Relations Manual provides that the supervisor may accept an employee's statement explaining an absence. Medical documentation is only required if the supervisor can show that it is necessary for the protection of the interests of the Service.

The grievant was not on restricted sick leave nor was he abusing his sick leave. He had many hours of sick leave at the time. The grievant testified that for many years it had been the practice at the Alice Post Office to accept the employee's statement about sick leave.

The Service has not proven that it was for the protection of the interests that the documentation was necessary. The grievant should be reimbursed his doctor's bill and made whole for the lost time in securing this certificate.

#### POSITION OF THE SERVICE

The employer contends that the grievant had begun a practice of taking sick leave in conjunction with his scheduled off days and holidays. The Step 2 decision letter listed three occasions on which the grievant used sick leave to extend a vacation in conjunction with a holiday and non-scheduled days.

Mr. McKenzie, the grievant's supervisor at the time of the grievance, testified that he required the medical certificate because the grievant had developed a practice of using sick leave in conjunction with holidays and non-scheduled days. The E&LR Manual is very specific in that it allows the supervisor to require such documentation whenever it is deemed necessary. In the instant case, it was clear that the grievant was abusing his sick leave privilege.

The union changed its position during the hearing. At first the union alleged that the employer should have accepted the grievant's copy of his bill as proof that he had gone to the doctor. The grievant could not recall submitting the medical certificate. However, management produced the documents to show that it had accepted this document and had granted the employee sick leave for the day in question.

#### DISCUSSION AND OPINION

This case is a good example of some of the problems caused by a long delay from the time of the Step 3 decision to the arbitration hearing. The grievant at first could not recall submitting the medical certificate,

but did recall showing his supervisor a receipt from the doctor. The management advocate entered as an exhibit the certificate and the 3971 on which the sick leave was shown approved.

In cases dealing with the requirement of medical certification for absences of three days or less the issue becomes whether or not the supervisor had good reason to require such documentation. Article 10.5 E states "For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence." The same language is in Part 513.361 of the E&LR Manual, with the addition of the following language. "Medical documentation or other acceptable evidence of incapacity for work is required only where 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."

There have been many arbitrations on this subject, and this arbitrator has had several. The decision as to whether or not the action violated the contract is made based upon the reasonableness of the supervisor's request. The supervisor must have had sufficient information that would convince a reasonable person that such documentation is necessary to protect the interests of the Service.

In this instant case the supervisor in question, Mr. McKenzie, had some 25 years of service with the Postal Service at the time of the incident in question. He testified that he directed the grievant to bring in medical certification because the grievant had developed a practice of using sick leave in conjunction with off days and holidays. The grievance package had the following information concerning this subject:

9-6-82	Holiday	1-1-83	Holiday
7	Annual	2	Non-scheduled
8	Non-scheduled	3	Non-scheduled
9	Sick leave	4	Sick leave

11-22-82	Sick leave
23	Sick leave
24	Sick leave
25	Holiday
26	Non-scheduled
27	Annual

Mr. McKenzie testified that because of the holiday, the Postal Service had a large volume of mail to deliver the day the grievant requested off. Because of his absence they had to use someone in an overtime status. The supervisor also testified that he considered placing the grievant on restricted sick leave, but did not.

The evidence and testimony in this case does support two of the main reasons for requiring medical certification. The grievant was developing a pattern of sick leave usage which might arouse one's suspicion. In

addition, the day in question was a heavy mail volume day, since it was after a holiday. Thus it appears that the supervisor had reasonable grounds for requesting such documentation.

AWARD

Management did not violate the contract when it required the grievant to bring in medical certification to support his sick leave request. Grievance denied.

Date: March 14, 1985

Denton, Texas

Elvis C. Stephens

Elvis C. Stephens, Arbitrator