

C# 00330

UNITED STATES POSTAL SERVICE
AND
AMERICAN POSTAL WORKERS UNION

RE: SLC-3A-C 11234
Class Action - El Paso, Texas

APPEARANCES

FOR THE UNION

Irving A. Domingue, Regional
Representative, Clerk Craft

FOR THE POSTAL SERVICE

Walter Flannagan, Advocate

ARBITRATOR

John F. Caraway, selected by mutual
agreement of the parties

By a letter dated July 14, 1982 Management placed in certain personnel folders a letter entitled "Leave Restriction and Unscheduled Absences". In addition, copies were sent to the employee's timekeeper and supervisor. The Union filed a grievance protesting this Postal Service action contending it was contrary to the National Agreement and the provisions of the Employee and Labor Relations Manual.

ISSUE

Did the Postal Service violate the National Agreement by placing in certain employee's folders the said letter dated July 14, 1982?

ARGUMENT

The Union shows that the letter in question goes far beyond the basic conditions for placing an employee on restricted sick leave as set forth in Section 513.37 of the Employee and Labor Relations Manual. In effect, the document constitutes a letter of warning to the employee. Further, there was no need for copies to be sent to the timekeeper and the employee's supervisor. The Union

also objects to the requirement that medical documentation be furnished on the day after an absence which is in effect immediately upon return to work. This is not always possible and the individual case may justify the later production of a document.

The Postal Service contends that the issuance of the letter of July 14, 1982 was pursuant to its authority under Section 513.37 of the Employee and Labor Relations Manual. It was simply placing an employee on the restricted sick leave after that particular employee's absence pattern warranted such action. This was in the exercise of the authority of the Postal Service that an employee must produce medical documentation if he is on the restricted sick leave list.

DECISION

Placing an employee on a restricted sick leave is the first step in the progressive discipline procedure to correct an employee's poor attendance. The purpose is to notify that particular employee that further absences must require medical documentation. Otherwise, that particular absence will be considered unauthorized and without leave. A continuance of being absent after the employee is placed on restricted sick leave could then bring that employee into the course of progressive discipline which means letters of warning, suspension and, unless the attendance is corrected, ultimately to termination. It is a key step in correcting an employee's attendance.

However, being an aspect of the disciplinary procedure, placing an employee on restricted list sick leave must be strictly applied pursuant to Section 513.37 of the Employee and Labor Relations -

Manual. This particular section spells out in great detail as to when an employee can be placed on the restricted sick leave and what the notice must contain. Sub-section .372 should be noted. It is quoted:

"The notice also explains that, until further notice, the employees must support all applications for sick leave by medical documentation or other acceptable evidence."

Turning to the letter of July 14, 1982, the Arbitrator finds that this document goes beyond the ambit of condition as set forth in Section .37 of the Employee and Labor Relations Manual. It advises the employee that his attendance will be reviewed each three months. If found not to meet a satisfactory level, that appropriate and progressive disciplinary action will be forthcoming up to and including removal. This language has the impact of a letter of warning which far exceeds the intent and purpose of placing an employee on restricted sick leave. There is one procedure of placing an employee on restricted sick leave and there is a separate and entirely distinct procedure for issuing an employee a letter of warning. The two must not be co-mingled as is the case of the letter of July 14, 1982.

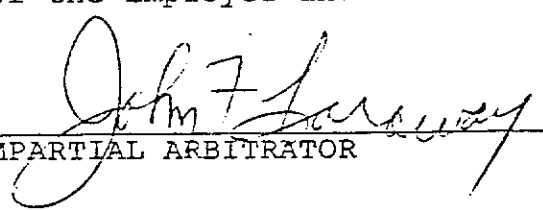
There is another objectionable provision in the letter of July 14, 1982 and that is that the document must be furnished to the immediate supervisor on the day the employee reports for duty following an absence. There is no provision in the Employee and Labor Relations Manual which requires immediate production of the document. Sub-section .412 simply says "as soon as possible".

In this there may be circumstances which prevent the employee from immediately producing the document upon his return to work. The provision of the letter of July 14, 1982 makes immediate production mandatory. This clearly exceeds the basis set forth in the Employee and Labor Relations Manual.

Further, there is no authority for the Postal Service forwarding a copy of this letter to the employee's timekeeper or the supervisor exceeds the basis of the Employee and Labor Relations manual. The imposition of a restricted sick leave document is strictly a matter between the employee and his supervisor. The purpose is to place the employee on notice that he must watch his absences in a very careful manner. The supervisor has, then, the responsibility of monitoring that employee's performance. There certainly is no basis for the timekeeper to receive a copy of the restricted sick leave.

AWARD

The Union grievance is sustained. The Postal Service violated the National Agreement by placing the letter of July 14, 1982 in the files of certain employees. The Postal Service shall immediately remove and rescind that letter from the records of all of the employees involved immediately. The Postal Service has the authority to issue to particular employee, whose record warrants such action, a restricted sick leave notice drawn in strict compliance with the provisions of Section .37 of the Employee and Labor Relations Manual.


IMPARTIAL ARBITRATOR

New Orleans, Louisiana

October 17, 1983