

C#06747

SOUTHERN REGION REGULAR ARBITRATION

United States Postal Service * Case No. S4N-3D-C 25469
*
AND * Grievant: K. Prouty
*
National Association of Letter * Location: Mobile, Alabama
Carriers, Branch 469 * Main Post Office
*

Arbitrator: Elvis C. Stephens Hearing Date: Dec. 4, 1986

APPEARANCES

For the Union: Collier M. James

For the Service: W. F. Thompson

ISSUE

Was the decision to require medical documentation for the grievant's illness of January 11, 1986 proper under the National Agreement? If not, what is the proper remedy?

INTRODUCTION AND BACKGROUND

On December 4, 1986 there was an arbitration hearing on the above referenced case at the Main Post Office, Mobile, Alabama. The arbitrator had been appointed to the case by the Southern Region Headquarters in accordance with the procedures agreed upon 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.

The grievant is a Letter Carrier based at the Cottage Hill Station in Mobile, Alabama. On January 11, 1986 (Saturday) he called in sick. He was told by a supervisor that he would need to furnish medical documentation. On January 24, 1986 he filed a grievance contending that the requirement to furnish such documentation was a violation of the contract, and requested to be reimbursed for the expenses in connection with this documentation. The parties could not resolve this grievance. They stipulated that it was properly before the arbitrator for a decision on its merits.

POSITION OF THE UNION

The union contends that the Service improperly required the grievant to obtain medical documentation. The grievant had not abused the use of sick leave. At the time of the incident the grievant had almost 50 hours of sick leave, which had been earned in only a little over two years. The grievant had never been placed on restricted sick leave.

The supervisor required such documentation. Although he said that he only requested it, the failure to obtain such documentation would result in AWOL charges against the grievant. The supervisor can accept the employee's own word that he is sick if the absence is three days or less. Several arbitrators have ruled that there must be good reason for the supervisor to refuse the employee's request. Such good reason did not exist in this case.

The employer contends that the grievant had been using sick leave and annual leave in connection with off days. Since the grievant had Sundays and Wednesdays as his off days, the only way he could have any sick day off without it being in connection with an off day would have been to be off on Friday.

POSITION OF THE EMPLOYER

The employer contends that the supervisor properly required the grievant to document his illness. Article 10.5.E allows the supervisor the discretion to accept an employee's own word for an illness of three days or less, or to require medical documentation if the supervisor has good reason to require such documentation.

In the instant case the supervisor had good reason to require such documentation. The grievant had a record of sick leave abuse. He had been counseled about such problem about a month prior to this incident.

DISCUSSION AND OPINION

Article 10.5.E of the National Agreement and Part 513.361 of the ELM allow a supervisor to accept the employee's own word as verification that the employee is incapacitated for duties for absences of three days or less. These provisions have been the subject of numerous arbitration cases. The usual deciding factor in these cases is the reasonableness of the supervisor's decision to require such documentation, given all the facts of the situation. The relevant factors include the workload of the station and the previous record of the employee.

In the instant case the supervisor testified that he suggested that the grievant obtain such documentation since he had personally counseled the grievant on his attendance record about a month prior to the incident. Mr. Moore also testified that he recalled that the grievant had requested annual leave on January 9, but it was denied since the station already had 14% of the force on leave. When the grievant called in and requested sick leave, Moore pulled the grievant's 3972 and looked at this record. From it he concluded the grievant had been abusing sick leave.

The union introduced a copy of a 3972 for the grievant, but this was for the year starting December 21, 1985. Thus, it contained only three weeks of the grievant's record prior to the incident.

The documentary evidence in this case is not very helpful in determining the reasonableness of the request for medical certification. With respect to the testimony of the witnesses, the arbitrator believes that the supervisor was the more credible of the two. Based on all the available evidence and documents the arbitrator concludes that the union has not met its burden of proof in this case.

AWARD

The request for medical documentation was not a violation of the contract. Grievance denied.

Date: Dec. 18, 1986
Denton, Texas

Elvis C Stephens
Elvis C. Stephens, Arbitrator