

C# 03057

In the Matter of Arbitration
Between

UNITED STATES POSTAL SERVICE

and

NATIONAL ASSOCIATION OF
LETTER CARRIERS, AFL-CIO

Grievant: Paul Mellon

No. E1N-2B-C 3331

No. E1N-2B-C 3332

Philadelphia, PA

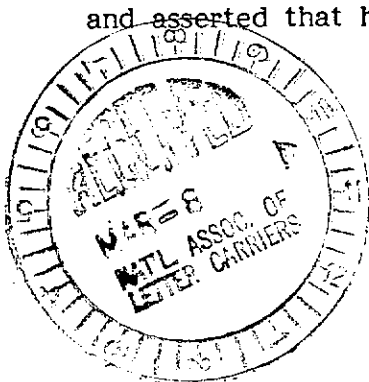
OPINION AND AWARD

Background

This is an arbitration proceeding pursuant to the provisions of Article 15 of the Agreement between United States Postal Service (hereinafter "Service") and National Association of Letter Carriers, AFL-CIO (hereinafter "Union"). Hearing was held in Philadelphia, PA on January 11, 1983, at which time testimony was taken, exhibits offered and made part of the record, and oral argument was heard. The Service was represented by Mr. Thomas J. McCaughy, and the Union was represented by Mr. James M. Jackson.

Statement of the Case

Grievant called in sick, and was required to submit medical documentation justifying his illness before he was allowed to return to work. Grievant was not on the restricted sick list. After Grievant had submitted medical documentation, he filed a grievance claiming reimbursement of \$15 for the doctor's visit, and asserted that he was being harassed.



Issue

The questions to be resolved in this dispute are:

1. Did the Service violate the agreement by requiring Grievant to provide medical documentation under the circumstances.
2. If so, is Grievant entitled to reimbursement.

Statement of Facts

Grievant was scheduled to report for duty at 6:15 a.m. on April 17, 1982. At 6:15 a.m. on that date, he called his Supervisor stating that he was ill and would not report for duty. His Supervisor inquired as to the nature of his illness, and Grievant replied that he had diarrhea. Three minutes later, Grievant's Supervisor called back and told him that he would be required to submit medical documentation for his illness, and if he failed to do so he would be docked a day's pay.

Grievant testified that on April 17, 1982, he got up to go to work and had a diarrhea attack. He could not work, and called his Supervisor. Shortly after he advised his Supervisor that he would not be able to come to work, she called him back and said that she would require a doctor's certificate. Grievant stated that he advised the Supervisor that he was not planning to go to a doctor that day. He had a "spastic colon." Later on in the week, Grievant went to see a doctor and got a slip. This was two or three days after he spoke with the Supervisor. After handing in the doctor's certificate, Grievant was paid for sick

leave for the day. Grievant testified that there were other carriers, during this pay period, who were not required to submit a doctor's certificate after they had called in sick. Grievant was not treated when he went to see the doctor, and did not know what the \$15 charge was for. Grievant testified that his spastic colon was chronic and a pre-existing condition. He was taking medication, and called the doctor on the morning of April 17, 1982 to get a prescription refilled. The following Saturday, April 24, 1982, Grievant was asked by his Supervisor for the medical documentation. Grievant replied that it was at home and he had to go home to get it, but his Supervisor told him, "not on my time you won't."

Catherine Hatton, Grievant's immediate Supervisor, testified that she received a call from Grievant on the morning of April 17, 1982, a Saturday, informing her that he had diarrhea and would not be able to report for work. Because of Grievant's prior record of taking either annual leave or sick leave on Saturdays (unless there was overtime work), Ms. Hatton called Grievant back and told him that it would be necessary that he provide documentation before returning to work. Hatton was suspicious because Grievant had used a lot of sick leave. Grievant had been employed for approximately 15 years and had a balance of 8 hours sick leave to his credit as of the date of the incident. Hatton testified that she felt it was not in the best interest of the Service not to require documentation under these circumstances. Hatton denied harassing Grievant, and stated that she had allowed other employees in the past to return to work without medical documentation, but that the situation here was different.

She felt that it was in the best interest to the Service to have the mail up and delivered, and that Grievant was not performing his assignment.

The Union contended that Grievant was being harassed by his Supervisor, and that he should be reimbursed for the \$15 that was required in order to get the medical documentation requested.

Findings and Conclusions

The Arbitrator is satisfied that this claim must be denied. Under the circumstances, the requirement that Grievant provide medical documentation for his absence was a reasonable and legitimate request.

Part 513.361 of the Employee & Labor Relations Manual provides:

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. (underscoring added)

It is clear that the Supervisor, under the circumstances, did not abuse her discretion by requiring such documentation to support his absence from work due to the claimed illness. Concern by the Supervisor of Grievant's pattern of taking sick leave and annual leave on Saturdays unless overtime was involved, as well as the fact that he had only 8 hours of sick leave to his credit were legitimate reasons for requesting the documentation.

Moreover, there is no evidence in this record that Grievant was being harassed. With respect to the Union's contention that there were other employees who were treated differently, the Arbitrator finds that no probative evidence was offered to substantiate the charge. In order to sustain a claim

that Grievant was treated disparately, it is necessary that the Union offer evidence of substantially similar factual circumstances. None was presented in this case.

Based on the foregoing, there is no merit to the contention that Grievant was being treated disparately, or that he is entitled to be reimbursed for the \$15 paid to receive the medical documentation.

AWARD

Grievance denied.

Date

March 1, 1983

Nicholas H. Zumas
Nicholas H. Zumas, Arbitrator

