

## STEP B DECISION

Step B Team: **Allison & Hanna**

District: **Central PA**

Decision: **Resolved**  
USPS Number: **C06N-4C-C 12044187**  
Grievant: **[REDACTED]**  
Branch Grievance Number: **274-11-394**  
Branch: **274**  
Finance Number: **41-0128**  
Installation: **Allentown**  
Delivery Unit: **Allentown**  
Zip Code: **18109**  
State: **Pennsylvania**  
Incident Date: **10/14/2011**  
Date Informal Step A Initiated: **Unknown**  
Formal Step A Meeting Date: **None**  
Date Received at Step B: **11/28/2011**  
Date Remanded to Step A: **11/30/2011**  
Date Received at Step B: **12/19/2011**  
Step B Decision Date: **01/11/2012**  
Issue Code: **10.5100**

**ISSUE:** Did management violate Articles 10 and 19 of the National Agreement, and Section 513.361 of the ELM as well as dozens of local cease and desist agreements when they required the grievant to supply medical documentation for an absence of 3 day or less? If so, what is the appropriate remedy?

**DECISION:** The Dispute Resolution Team (DRT) has **RESOLVED** this grievance by determining that management was in violation of Article 10 and Section 513.361 of the ELM when they required the grievant to supply acceptable documentation to support his absence after he reported off sick on October 14, 2011. As remedy, the DRT will process a lump sum payment to the grievant in the amount of \$20 as reimbursement for the co-payment to obtain medical documentation.

**EXPLANATION:** On October 14, 2011 the grievant called in sick and according to the union was instructed by management to bring in medical documentation. Management asserts that they required acceptable documentation not necessarily medical documentation. The grievant is not on restricted sick leave.

The union contends that management asked the grievant to bring in medical documentation and management did not have good reason to require medical documentation for the absence of 3 days or less. The local parties have addressed this violation on many occasions over the years and the past practice has been that management compensates the grievant for his "out of pocket" expenses when required to bring in medical documentation for an absence of 3 days or less.

The union contends that at the Formal Step A meeting management stated that the supervisor did not request medical documentation but rather acceptable documentation. The union brings up the cases of two other grievances where the supervisor asked the carriers for acceptable medical documentation just like this grievant. The union states that the supervisor in question was the scheduling supervisor for a short period in October and that she charged various carriers with being AWOL without following proper procedures set forth in the F-21 Handbook. The union contends that the supervisor was unfamiliar with the correct procedures and protocols involving leave status and this also applies to her requirement for medical documentation in this case

The union notes that in management's contentions they state that the supervisor required the documentation based on the "amount of employees calling in sick that week and with it being a full vacation board". It is clear that the request for documentation had nothing to do with the employee's sick leave record, which is extraordinary, or any other reasonable reason for management to request the documentation for the protection of the service. Rather the request for documentation, medical or acceptable, was based on how many other carriers called off sick and the fact there was a full leave board that week.

The union also contends that the grievant provided medical documentation and still was not given sick leave for the two days missed. The pay stub (included in the file) shows that the grievant had 16 hours of LWOP charged to him. The grievant then had to get better documentation as his original documentation was not accepted by the supervisor. This supervisor states that she did not require medical documentation, but then refuses to accept anything other than medical documentation and even then when a doctor's note was provided, it was deemed unacceptable and the sick leave was denied. To this date, the grievant has not been paid for the two days of sick leave even though he submitted two doctor's notes.

The union requests as remedy for management to cease and desist. The grievant be made whole in everyway, and compensate the grievant a lump sum of \$ 20.00 for out of pocket expenses incurred for having to go to the doctors office due to management's request for medical documentation.

Management contends that on Friday October 14, 2011 the grievant called the office and requested unscheduled sick leave, with 23 carriers on vacation, late mail delivery and the effect it has on customer service, the supervisor informed the grievant that he would have to provide "acceptable documentation" for the absence. The supervisor did not tell him "medical documentation" as he states. Management cites the ELM section 513.361, which states:

**513.36 Sick Leave Documentation Requirements**

**513.361 Three Days or Less**

*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 or need to care for a family member is required only when the employee is on restricted sick leave (see 513.39) or when the supervisor deems documentation desirable for the protection of the interests of the Postal Service. Substantiation of the family relationship must be provided if requested.*

The dispute regarding "acceptable" or "medical" documentation is a distinction without a difference here. Our review of the file finds no reasonable explanation from management concerning why they deemed it desirable for the protection of the Postal Service to request documentation from the grievant in this instance. Their reference to their operational needs alone is insufficient to justify the request. Furthermore, the grievant clearly did provide

“acceptable” documentation in the form of “medical” documentation that indicated he was unable to work for medical reasons. Therefore, management was in violation of Article 10 and ELM Section 513.36. The appropriate remedy is to reimburse the grievant for the \$20 co-pay necessary to obtain the acceptable medical documentation. The file contains a copy of the receipt for the co-pay. No other remedy is deemed appropriate.



**Pamela Allison**  
**Step B Representative-USPS**



**Stephen R. Hanna**  
**Step B Representative-NALC**

**cc: Step A Parties**  
**National Business Agent**  
**Area Labor Relations Manager**  
**District Manager**  
**File**

**Grievance File Contents**

**PS Form 8190**

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