

Central PA / South Jersey DRT  
2100 N. 13<sup>th</sup> Street  
Reading, PA 19612  
Phone 610-921-7035 or 610-921-7086  
FAX 610-921-7025



## **STEP B DECISION**

Step B Team: **Bartko & Leeking**

District: **Central PA**

Decision: **Resolved**  
USPS Number: **4B19N-4B-C 23300177**  
Grievant: **Class Action**  
Branch Grievance Number: **274-23-359**  
Branch: **274**  
Finance Number: **41-0128**  
Installation: **Allentown**  
Delivery Unit: **Allentown**  
Zip Code: **18109**  
State: **Pennsylvania**  
Incident Date: **05/25/2023**  
Date Informal Step A Initiated: **06/08/2023**  
Formal Step A Meeting Date: **No Meeting**  
Date Received at Step B: **06/27/2023**  
Step B Decision Date: **08/30/2023**  
Issue Code: **10.2000**  
NALC Subject Code: **100025**

**ISSUE:** Did management violate Articles 3, 10, 15, and 19, and local settlement (274-23-052) when every carrier at the Allentown Installation was placed on Deems Desirable from May 26, 2023 to May 30, 2023? If so, what is the appropriate remedy?

**DECISION:** The Dispute Resolution Team (DRT) has **RESOLVED** this grievance by determining a violation was shown to have occurred when management marked every carrier at the Allentown Post Office as deems desirable from May 26, 2023, through May 30, 2023. Management shall abide by Article 10 of the National Agreement, section 513.36 of the ELM, and the local grievance settlement 274-23-052 which states "Local parties mutually agree that placing carriers on a "Deems Desirable Status" must be done on a case by case basis and must be consistent with the provisions of ELM 513.361 and may not be arbitrary, capricious, or unreasonable. Furthermore management will cease and desist placing carriers on a "Deems Desirable Status" for their N/S days and Holidays."

**EXPLANATION:** According to the facts in the file, on May 25, 2023, management placed all carriers at the Allentown Installation as "Deems Desirable". Management provided letters to carriers with the Subject: **MANDATE TO REPORT TO WORK AND DEEMS DESIRABLE STATUS**. The union objected and filed this subject grievance.

The union requested a list of the city carriers placed on deems desirable status for this period and management provided a list including all the city carriers in the Allentown Post Office. The union requested any and all information used and considered by management in their decision to place the carriers on deems desirable. Management provided no information in response to that request.

The union contends management violated Article 15 of the National Agreement and local Formal A settlement 274-23-052 when they placed every single carrier on deems desirable status. Not complying with 274-23-052, management violated M-01517.

The union contends management's decision to place every single carrier in the Allentown Post Office on deems desirable was clearly arbitrary, capricious, and unreasonable. Management clearly did not take this action on a case by case basis. It is just not possible that every single carrier in the offices shows the exact same attendance pattern.

Management violated M-01597, which states in part:

*A supervisor's determination that medical documentation or other acceptable evidence of incapacitation is desirable for the protection of the interest of the Postal Service must be made on a case by case basis, must be consistent with the provisions of ELM 513.361 and may not be arbitrary, capricious, or unreasonable.*

Management failed to meet at Formal Step A; therefore, provided no contentions for this grievance.

Although there are no contentions in the case file from management, The DRT has reviewed all the facts and contentions presented and is able to determine an appropriate decision. In contract cases, the burden of proof is the union's to show a violation and in this case that burden is met. Our review finds no explanation as of why management deemed the documentation necessary to protect the interest of the Postal Service for all carriers at the Allentown Installation. On page 10-15, the JCAM provides the following under Article 10 of the National Agreement (emphasis added):

*Numerous disputes have arisen over situations in which a supervisor has required an employee not in restricted sick leave status to provide medical documentation for an illness of three days or less. Generally, to challenge such a decision successfully, the union should demonstrate that the supervisor acted arbitrarily, capriciously, or unreasonably in requiring the employee to obtain medical documentation. The union should be prepared to show that the grievant has a good overall sick leave record and no record of abuse.*

Seeing no explanation from management as to why every carrier was "deems desirable" to protect the interest of the Postal Service, the Team agrees management was in violation of Article 10 and section 513.36 of the ELM when they required medical documentation for an absence of less than three (3) days. Management shall abide by Article 10 of the National Agreement, section 513.36 of the ELM, and the local grievance settlement 274-23-052.

  
Sue Bartko  
Step B Representative-USPS

  
Joshua P. Leeking  
Step B Representative-NALC

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

Grievance File Contents  
PS Form 8190 (2 Pages)  
Union Contentions & Documentation (51 Pages)