

GUIDELINES (for Union use)
Grievances re: Medical Documentation required

Issue Statement: Did the Employer violate Contractual provisions, including but not limited to, Articles 3, 10, 15, and 19 of the Collective Bargaining Agreement; and ELM 513.361, by requiring the grievant to provide documentation of an absence on? If so, what is the remedy or what shall be the remedy?

FACTS TO CONSIDER: (provide evidence as necessary)

- Is the grievant on restriction?
- How long was the absence? (Only count scheduled work days.)
- Why did management require documentation?
- Is there evidence that validates management's reasons?
- We need evidence of the grievant's out-of-pocket expenses
- Is there a history of this type of violation?

ARGUMENTS/CITATIONS:

- Remember, the union has the burden of proving the Contract was violated.
- Article 10.5 of the Joint Contract Administration Manual: Management acted arbitrarily and capriciously in requiring documentation. There were no valid "protection of the interests of the Postal Service" reasons. (Note: If management's reason is simply the grievant's record, their reason is specious. If the employee's record is bad (s)he would be on restriction. Management cannot void ELM 513.361 by, in effect, placing carriers on restriction without going through the negotiated process.)
- In the Step 4 decision M-00489 the parties agreed for purposes of counting days an absence is counted only when the employee was scheduled for work and failed to show. I.E. An NS day would not count when determining when an employee must provide documentation.
- In the Step 4 decision M-00270 the parties agreed a blanket order for all employees to provide medical reasons for absences due to illness in a separate statement is improper.
- In case #C-06723 Arbitrator Mikrut opined "The mere fact that management would be inconvenienced by an employee's absence, or that other employees may have been previously required to provide medical documentation in similar situations, or that productivity and/or efficiency may be negatively impacted by an employee's unscheduled absence, are insufficient reasons – in and of themselves – to justify the requiring of an employee to provide medical documentation to verify an unscheduled absence."

REMEDY:

Compensate the grievant for all out-of-pocket expenses incurred obtaining documentation; and/or other appropriate remedy. (Actual cost or co-pay plus mileage)

M-00270

UNITED STATES POSTAL SERVICE
October 26, 1982

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001

Re: A. Thury
Mitchell, SD 57301 HIN-4C-C-
7091

Dear Mr. Overby:

On several occasions, the most recent being October 14, 1982, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The question raised in this grievance involves the local requirement that employees provide, in addition to Form 3971, a separate statement of the reason for an absence due to illness. It was mutually agreed that the following would represent a full settlement of this case:

A blanket order for all employees to provide medical reasons for absences due to illness in a separate statement is improper. Section 513.36 of the Employee and Labor Relations Manual provides instructions for documentation requirements and is to be followed.

Please sign the attached copy of this decision as your acknowledgment of agreement to resolve this case.