

10-120659  
JUL 9 2012

**Regular Arbitration Panel**

**IN THE MATTER OF THE ARBITRATION**


	)	
<b>BETWEEN</b>	)	<b>GRIEVANT:</b> Class Action
	)	
<b>UNITED STATES POSTAL SERVICE</b>	)	<b>POST OFFICE:</b> Charlotte, NC
	)	
<b>AND</b>	)	<b>CASE NO.:</b> K06C-4K-C 10196142
	)	
<b>AMERICAN POSTAL WORKERS UNION,</b>	)	<b>UNION NO.:</b> 42910LM1
<b>AFL-CIO</b>	)	
_____	)	

**BEFORE: CHRISTOPHER E. MILES, ARBITRATOR**

**APPEARANCES:**

<b>For the U.S. Postal Service:</b>	Billy Cobb, Labor Relations Specialist
<b>For the Union:</b>	Mike Sullivan, Arbitration Advocate
<b>Place of Hearing:</b>	Charlotte, North Carolina
<b>Date of Hearing:</b>	June 20, 2012
<b>Date of Award:</b>	June 25, 2012
<b>Relevant Contract Provisions:</b>	Article 10
<b>Contract Year:</b>	2006-2010
<b>Type of Grievance:</b>	Contract

**STIPULATED SETTLEMENT AWARD**

  
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Christopher E. Miles, Esquire  
Labor Arbitrator

## **I. BACKGROUND**

The grievance presented in this case was filed as a class action by the Charlotte Area Local 375 of the American Postal Workers Union (hereinafter referred to as the "Union") claiming that the United States Postal Service (hereinafter referred to as the "Postal Service") within the Charlotte, North Carolina Installation, is abusing its right to request medical documentation from employees in violation of Article 10 of the parties' collective bargaining agreement,<sup>1</sup> the Employee and Labor Relations Manual (ELM) and the parties' Joint Contract Interpretation Manual (JCIM). The grievance was processed in accordance with the procedure set forth in the Agreement and having been unable to resolve the matter, the undersigned was appointed to hear and decide the issue. A hearing was conducted on June 20, 2012, in Charlotte, North Carolina, at which time the parties were afforded full opportunity to present testimony and evidence, and to make arguments for their respective positions. The issue agreed upon for the hearing was:

Did the Postal Service violate the Agreement when employees were designated in eRMS to provide documentation for unscheduled leave requests for three days or less?

After the advocates identified the joint exhibits for the case and made their opening statements, off-the-record discussions resulted in the following Stipulated Settlement set forth below:

### **STIPULATED SETTLEMENT AWARD**

The acronym eRMS stands for "Enterprise Resource Management System". It was instituted by the Postal Service and is used to track attendance throughout the Postal Service with a database that is available to managers and supervisors.

The system is used primarily to identify patterns of unscheduled absences. Supervisors and managers are to review the records of the identified employees who are having unscheduled absences during these periods and on a "case-by-case" basis identify those who appear to be irregular in attendance. Those employees who are identified by their supervisor shall be notified and tagged in the system as individuals who the supervisor "Deems Desirable to document their absences. By making an entry into the computer, an automatic telephonic response system tells the employees that documentation is required when they called in to report an unscheduled absence.

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<sup>1</sup> Collective Bargaining Agreement Between United States Postal Service and American Postal Workers Union, AFL-CIO, February 3, 2007 - November 20, 2010 (hereinafter referred to as the "Agreement").

The "Deems Desirable" function is located on the "Employee Administration" screen and is a "select/deselect" check box that allows the supervisor to require documentation when the employee calls in during the specified time frame set by the supervisor. When the box is selected, the "Deems Desirable" function on "Employee Management" screen will display the date range entered. If an employee calls in and the function is activated to indicate that documentation is "deemed desirable" for the protection of the Postal Service, the IVR System, call agent or Attendance Control Supervisor will inform the employee that he/she is required to provide documentation for any leave request on the specified dates indicated.


There shall be no "Deems Desired List".

There is no dispute that the parties have agreed that the RMD/eRMS is a computer program that is used to track patterns of attendance. The parties also agree that the system does not constitute a new leave rule, regulation or policy, nor does it change or modify existing leave or attendance rules or regulations.

Management in the Charlotte Installation will not select the "Deems Desirable" function in an arbitrary, capricious, or unreasonable manner. There shall be no "blanket" application of the "Deems Desirable" function and employees will be scrutinized on a case-by-case basis in compliance with ELM Section 513.3. Employees shall be apprised of the situation and explained why they are tagged in the system and for the anticipated period of time it shall last.

If the Union requests the names of employees it represents that have been deemed desirable it shall be provided in a timely fashion along with the reasons therefore.

In addition, the parties agree that Fred Davis (EIN 01168835) was improperly instructed to provide documentation supporting his absence on April 4, 2010. A lump sum payment of \$50.00 shall be paid to Fred Davis as a resolve.

  
Christopher E. Miles, Esquire  
Labor Arbitrator

June 25, 2012