



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260-0001

JAN 15 1985

Mr. John A. Morgen
Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

ARTICLE	28
SECTION	
SUBJECT	
COLLECTION	
PROCEDURE	

Re: Connolly
Charleston, WV 25301
H1C-2M-C 12014

Dear Mr. Morgen:

On November 9, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether management violated Article 28 of the 1981 National Agreement by its method of recovering postal funds. It was determined that the grievant was financially responsible for a shortage in her accountability. Local management deducted the debt from the grievant's paycheck without her consent upon her transfer to another office, and issued a money order for the balance.

During our discussion, we agreed to resolve this matter based on our mutual understanding of the meaning and intent of Article 20, Section 4, of the National Agreement and Section 564, Fiscal Handbook, Series F-1. Specifically, an attempt must be made to collect money demands on a voluntary basis; however, absent an employee's voluntary agreement to liquidate a debt, the Postal Service shall initiate involuntary payroll deductions regardless of the amount owed through the Postal Data Center. Involuntary collections shall not exceed 20% of the employee's biweekly gross pay.

We further agreed that the cashing of employee payroll checks without the employee's permission is not permissible.

Mr. John A. Morgen

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Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case:

Sincerely,



Daniel A. Kahn
Labor Relations Department



John A. Morgen
Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO