



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

September 16, 1983

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

ARTICLE	<u>28</u>
SECTION	_____
SUBJECT	<u>Letter Demand</u> <u>Warning</u>

Re: R. Pfeiffer
Orlando, FL 32801
H1C-3W-C 13782

Dear Mr. Morgen:

On July 25, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the disputed letter constitutes a letter of warning or a letter of demand.

The facts in this case indicate that the grievant was issued a letter demanding replacement of a \$16.44 shortage. This letter also contained a paragraph warning the grievant of possible consequences of continued shortages.

The Union contends that this letter is an improper letter of warning.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. Inasmuch as the Union declined mutual agreement in this regard, however, the following represents the decision of the Postal Service on the particular fact circumstances involved. The letter is not a disciplinary letter of warning, as provided for in Article 16 of the National Agreement. The intent of the disputed paragraph is to make the employee aware of his responsibilities in the handling of his flexible accountability.

Mr. John A. Morgen

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Based upon the above considerations, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,



A. J. Johnson
Labor Relations Department