

Work

Art. 16



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

APWU
CLERK DIVISION

Mr. Robert L. Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

FEB 5 1988

ARTICLE	<u>16</u>
SECTION	_____
SUBJECT	_____
<u>LETTER OF WARNING</u>	

Re: Class Action
H4C-4J-C 26574
Milwaukee, WI 53203-9998

Dear Mr. Tunstall:

On December 30, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is the union contends that unless charge(s) cited in letters of warning are not prefaced by a one line caption describing the charge(s) the discipline is procedurally objective.

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.

It is the position of the Postal Service that issues regarding discipline are not grievable at the National Level. Pursuant to Article 15, Section 2, Step 3(a) of the National Agreement, only disputes involving interpretations of the National Agreement, or some supplement thereto which may be of general application are proper issues for appeal to Step 4. Whether or not the discipline issued was proper under the circumstances is not a national interpretive issue but can only be determined by applying Article 16 to the facts of that case. Article 16, Section 3, clearly and unambiguously states "A letter of warning is a disciplinary notice in

Mr. Robert L. Tunstall

2

writing identified as an official disciplinary letter of warning, which shall include an explanation of a deficiency or misconduct to be corrected." (underlining added for emphasis). There is no contractual obligation to preface an explanation of a deficiency or misconduct with a one line caption delineating the charge(s).

Furthermore, review of the case files reveals that this grievance is untimely, this issue was addressed at Step 2 of the grievance/arbitration procedure.

Based upon the above considerations, this case was improperly appealed to Step 4 and, therefore, is procedurally defective. Accordingly, this grievance is denied.

Sincerely,



Samuel M. Pulcrano
Grievance & Arbitration
Division