



M-00676

EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20260

APR 22 1977

Mr. Thomas D. Riley  
Assistant Secretary-Treasurer  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, NW  
Washington, DC 20001

Re: D. Scardina  
Lancaster, OH  
NC-C-4650/5COL-796

Dear Mr. Riley:

On March 3, 1977, 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 information of record shows that management properly issued a directive to recover the funds paid to the grievant for his terminal leave on November 14, 1975. It is also shown that the grievant did initiate a request for "waiver of claim for erroneous payment of pay" on March 15, 1976 and that this claim was disallowed by notice issued on the date of July 21, 1976. In the total circumstances presented, it is our position that the proper procedures were followed in this instance and that no contractual violation is evidenced; therefore, the grievance is denied.

However, as we discussed during our meeting, in view of the hardships experienced by the grievant by paying \$50.00 per pay period in order to liquidate this liability, it was agreed that we would reduce the required payment to \$25.00 per pay.

By copy of this letter, the postmaster is hereby instructed to take immediate measures to notify the postal data center to reduce the deduction of \$50.00 per pay period to \$25.00 per pay period in satisfying this liability.

Sincerely,



William E. Henry, Jr.  
Labor Relations Department

NOTE! . \$50.00 a pay period is considered a hardship when repaying a claim.