

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

October 7, 1982

ARTICLE	15
SECTION	
SUBJECT	
ARA - EEO	
Final Dec	

Mr. Kenneth D. Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

art. 15

Re: M. Patton
Cincinnati, OH 45234
E1C-4F-D-5967

Dear Mr. Wilson:

On September 22, 1982, we met 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 question in this grievance is whether or not management violates Article 16 of the National Agreement as it relates to a disciplinary action imposed on the grievant. The issue in this grievance was pursued to regional arbitration; however, at the hearing the Union decided to refer it to the national level for an interpretive opinion of a dispute that arose at the hearing.

At the August 4, 1982, arbitration hearing, the Employer contended that, as a result of the grievant's settlement of an EEO complaint which resulted in the disciplinary action (removal) being reduced to a 14-day suspension and, ultimately, all action being rescinded without back pay, the grievance concerning the original removal is now moot. The Union contends that the grievance-arbitration procedures and the EEO complaint procedures are separate and distinct in this regard. Additionally, they contend that the grievance is not moot as the grievant is still minus two weeks' pay as a result of the discipline imposed.

Contractually, we find no interpretive dispute. The Union is, obviously, pursuing this grievance to all the limits set in Article 15 of the National Agreement. Management's