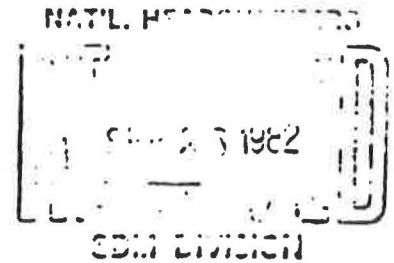




UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

September 22, 1982



Mr. Mike Benner, President
Special Delivery Messenger Craft
American Postal Workers Union, APL-CIO
817 - 14th Street, NW
Washington, DC 20005

ARTICLE	19
SECTION	
SUBJECT	
RATE PROTECTION	

Re: Class Action
Ann Arbor, MI 48106
H1C-4B-C-1814

Dear Mr. Benner:

On September 13, 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 19 of the National Agreement as it relates to rate protection. The Union feels that an employee who bids to a lower level job after being notified that his present position is being abolished should not lose his rate protection.

The facts in this case are undisputed, as follows:

1. The employee and the Union received notice of management's intent to abolish the employee's job on or about September 30, 1981.
2. The employee was the successful bidder on a lower level job effective October 15, 1981.
3. Official notification of the effective date of the employee's change to lower level was posted on October 28, 1981. The effective date of change was November 14, 1981.

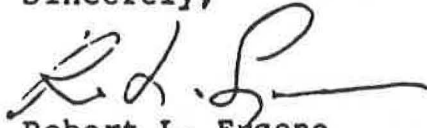
The applicable portion of Part 421.5, of the Employee and Labor Relations Manual reads in part:

An individual employee who is assigned to a lower-grade position will have a protected rate for a specified period of two calendar years provided the reduction in salary standing is not disciplinary or voluntary (at the request of the employee).

The evidence of record, clearly, indicates that the employee voluntarily bid from his higher level position prior to either the date of the official notice of the effective date of reduction or the effective date of actual reduction.

Notwithstanding what the Union contends was an obvious motivation for bidding, the employee was not assigned by the Employer to the lower level position. Accordingly, we find no violation of the National Agreement.

Sincerely,



Robert L. Eugene
Labor Relations Department