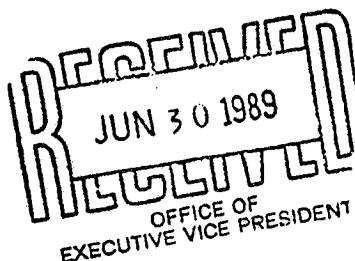




UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

JUN 28 1989

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4107



Dear Bill:

This is in response to your recent inquiry regarding rate protection for those employees whose positions are affected by automation.

Under the provisions of Article 4, Section 3, of the National Agreement, employees whose jobs are eliminated and who cannot be placed in a job of equal grade shall receive rate protection until such time as that employee fails to bid or apply for a position in the employee's former wage level. The specific policy is contained in the Employee and Labor Relations Manual, Section 421.51.

As we discussed, employees whose jobs are eliminated due to the deployment and utilization of automated equipment will be covered by the aforementioned provisions.

Should you have any further questions regarding the foregoing, please contact Harvey White of my staff at 268-3831.

Sincerely,

Joseph J. Mahon, Jr.
Assistant Postmaster General



UNITED STATES POSTAL SERVICE
 Labor Relations Department
 475 L'Enfant Plaza, SW
 Washington, DC 20260-4100

RECEIVED
 DEC 12 1988
 OFFICE OF
 EXECUTIVE VICE PRESIDENT

Mr. Lawrence G. Hutchins
 Vice President
 National Association of
 Letter Carriers, AFL-CIO
 100 Indiana Avenue, N.W.
 Washington, DC 20001-2197

DEC 5 1988

Re: R. Brown
 Ardmore, OK 73401
 H7N-3T-C 13947

Dear Mr. Hutchins:

On November 11, 1988, a meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management improperly refused to afford the grievant a saved grade of pay when his position was eliminated.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that since ELM 421.53 is not specifically limited to situations where employees are displaced due to technological or mechanization change, the grievant should be restored to the appropriate saved grade of pay, retroactive to March 12, 1988 and reimbursed \$110.32 taken from his pay on pay period 10, without payment of any interest on any backpay calculated.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing consistent herewith.

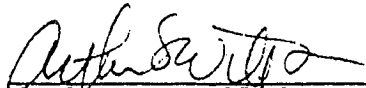
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Mr. Lawrence G. Hutchins

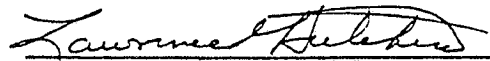
2

Time limits were extended by mutual consent.

Sincerely,



Arthur S. Wilkinson
Grievance & Arbitration
Division



Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO

ARTICLE 1
SAVE DATE

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

Mr. Francis J. Conners APR 4 1985
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Dear Mr. Conners:

Recently you and Dave Noble met with George McDougald and myself in prearbitration discussion of HIN-1J-C 18920, Danfield, Connecticut. The question in this grievance is whether the grievant should receive salary protection because he lost his T-6 assignment due to inspection bidding required by Article 41, Section 3.0.


It was mutually agreed to full settlement of this case as follows:

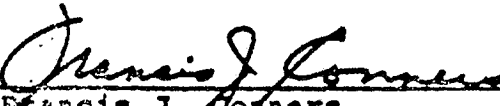
1. If an employee, while assigned to the lower grade position and still in the protected rate period, voluntarily bids on a position in that same grade, such a bid is not considered a voluntary reduction to a lower salary standing at the employee's request.

2. The grievant is to be appropriately compensated.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing HIN-1J-C 18920 from the pending national arbitration listing.

Sincerely,


William E. Henry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department


Francis J. Conners
Vice President
National Association of
Letter Carriers, AFL-CIO

4/17/85
(Date)

Enclosure



134

NAT'L HEADQUARTERS

RECEIVED
AUG 5 1983
RECEIVED
SDM DIVISION

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

AUG 4 1983

9
Protected Rate

Mr. Michael Benner
Director, SDM Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Benner:

On August 2 you met with Sherry Barber in prearbitration discussion of E1C-5D-C 8540, Tacoma, Washington. The question is whether or not the grievant forfeited salary rate protection provided under ELM 421.51 when she bid on a new assignment.

It was mutually agreed to full settlement of this case as follows:

If an employee, while assigned to the lower grade position and still in the protected rate period, voluntarily bids on a position in that same grade, such a bid is not considered a voluntary reduction to a lower salary standing at the employee's request.

Please sign the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing it from the pending national arbitration listing.

Sincerely,

W. E. Henry, Jr.
William E. Henry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department

Michael Benner
Michael Benner
Director
SDM Division
American Postal Workers
Union, AFL-CIO

8/5/83
Date

Enclosure

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: H7C-NA-C 91
W. Burrus
Washington, DC 20005

Dear Mr. Burrus:

On September 21, 1990, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The issue in this grievance concerns an employee's right to rate protection when reassigned to lower level positions as a result of automation.

During our discussion, we mutually agreed that this issue has been resolved as the result of a memorandum of understanding between the USPS and the APWU, dated June 1, 1990. On the basis of the parties agreement, as outlined in the June 1, 1990 MOU, we further agreed that this grievance is moot and shall be considered closed.

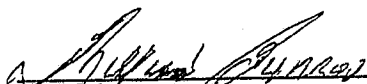
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to close this case.

Time limits were extended by mutual consent.

Sincerely,



Arthur S. Wilkinson
Grievance and Arbitration
Division



William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Date: 10-8-90

MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

The parties mutually agree that the following provisions apply when clerk craft employee excessing is impacted by technological or mechanization changes and employees are placed in assignments requiring the entrance exams of ON-400, ON-440 and ON-450.

- (1) Excessed employees who have not passed the required entrance exam may request, in writing, placement in a lower level residual vacancy within or outside the installation in lieu of placement in vacancies in the same or another craft. The seniority of such employees after reassignment shall be established pursuant to Article 37, Section 2.

This option to waive the required exam and begin the accrual of seniority in the lower level position shall be available only at the time the employee is excessed and exercises a choice of assignment. Subsequent waivers may be made only through the application for vacancies as provided in paragraph 3.

- 2) Excessed employees who do not request placement in a lower level and for whom no vacancies exist within or outside the craft in the same level within a 35-mile radius may be involuntarily assigned to the duties of a lower level vacancy. If no vacancies exist within a 35-mile radius, the Employer will meet with the Union at the regional level to identify vacancies beyond the 35-mile radius. (The parties agree that the 35-mile radius specified above is agreed to for purposes of this Memorandum and has no bearing on the parties' positions in other circumstances.)

- (a) While assigned to the duties of a position for which the employee is not qualified on the entrance exam, such employees may submit application for residual vacancies in the lower level position to which they have been assigned. Their applications will be considered by seniority for residual vacancies that are unbidded.

(b) While assigned to the duties of a lower level position, employees who fail to bid or apply for all vacancies in their wage level in the installation to which assigned will void their rate protection, and they will assume the salary level of the duties to which they have been assigned. Such reassigned employees' seniority for bidding will be established pursuant to the craft provisions.

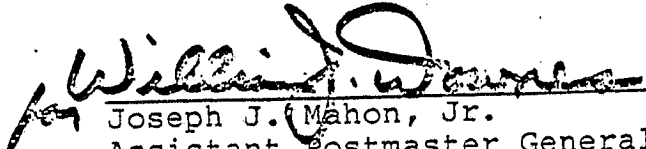
(c) Those who bid for positions in their wage level, but who are unsuccessful will be considered unassigned regulars and may be placed in residual vacancies within their wage level to positions for which they meet the minimal qualifications (Article 37, Section 3.F.10).

(3) Employees involuntarily placed in a vacant assignment, exercising a choice of vacancies or successful applicants to vacant positions, shall retain retreat rights to vacancies for which they are eligible. After exercising retreat rights, their seniority shall be established as though their service has been continuous in the position to which they retreated.

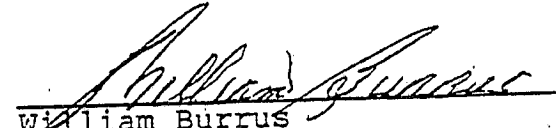
(4) Employees excessed pursuant to the utilization of automation under 1, 2 or 3 above shall maintain rate protection under the provisions of Article 4.

(5) Employees who have been identified as excessed and who are provided choices of existing vacancies shall be covered by the provisions of 1 through 4 and shall be treated as having been involuntarily excessed.

The parties mutually agree that the provisions of this agreement are not representative of their positions on other issues and may not use this document to further their arguments on other issues. The parties recognize the need to incorporate the principles above in the collective bargaining agreement and will address these issues in the 1990 negotiations. Subsequently, this agreement will expire on November 20, 1990, unless mutually extended by the parties.


Joseph J. Mahon, Jr.
Assistant Postmaster General
Labor Relations Department
U.S. Postal Service

5-31-90
(Date)


William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

6-1-90
(Date)