



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

September 16, 1982

ARTICLE	37
SECTION	1 H
SUBJECT	
	RESIDUAL
	VACANCY

Mr. Wallace Baldwin, Jr.
Administrative Vice President
Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU - Local
- Wichita, KS 67277
E1C-4H-C-7269

Dear Mr. Baldwin:

On September 1, 1982, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance involved the definition of a residual vacancy. Also at issue, is whether or not management is required to repost a duty assignment before assigning it to an unassigned regular when the senior bidder fails to qualify during the deferment period.

During our discussion, we agreed that there is no dispute between the parties at the National level concerning the meaning and intent of Article 37.1.H. A residual vacancy is that position that remains vacant after the completion of the voluntary bidding process. Moreover, we agreed that management is not required to repost duty assignments once the voluntary bidding process has been completed. Management, in accordance with Article 37.3.F.10., is authorized to place unassigned regulars, who do not bid or are not the successful bidders, in any residual vacancies.

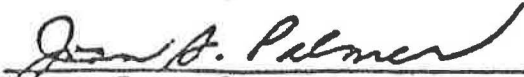
Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.

Mr. Wallace Baldwin, Jr.

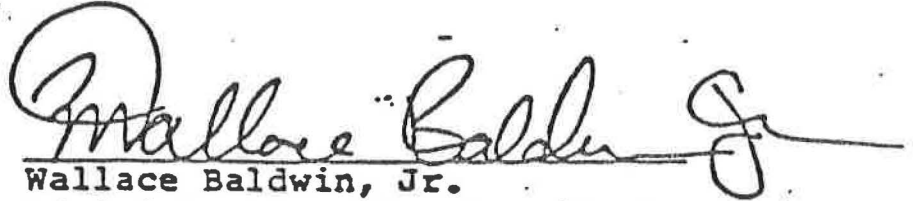
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Please sign a copy of this letter as your acknowledgment of agreement to remand this case.

Sincerely,



Joan S. Palmer
Labor Relations Department



Wallace Baldwin, Jr.
Administrative Vice President
American Postal Workers Union,
AFL-CIO