



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW  
Washington, DC 20260

MAY 23 1986

Mr. Thomas A. Neill  
Industrial Relations Director  
American Postal Workers  
Union, AFL-CIO  
817 14th Street, N.W.  
Washington, D.C. 20005-3399

ARTICLE	37
SECTION	3 F 10
SUBJECT	
UNASSIGNED	
ASSIGNMENT	

Re: Colorado Springs, CO 80901  
K. Marcyniuk  
H1C-5F-C 18899

Dear Mr. Neill:

On March 27, 1986, you met with Anthony Vegliante for a pre-arbitration discussion of case H1C-5F-C 18899, Colorado Springs, Colorado. The question in this grievance was whether management officials violated the National Agreement when they assigned the grievant to a residual vacancy after she was named the senior bidder to another position.

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

1. If an unassigned regular is the senior bidder and enters a deferment period under Article 37.3.F.3,4, or 7, and has demonstrated his/her intent to qualify on the bid position, he/she cannot be assigned to a residual vacancy during the deferment period, unless he/she is qualified on the residual vacancy.

The unassigned regular in a deferment period must demonstrate his/her intent to qualify by attending training as outlined in the revisions to Handbooks M-5 and M-54 in Postal Bulletin 21397 dated March 31, 1983.

2. An unassigned regular who is the senior bidder may be assigned to a residual vacancy for which qualified and have the option to continue to train on the bid position.

Mr. Thomas A. Neill

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Please sign and return the enclosed copy of this letter acknowledging your agreement to close this case withdrawing H16-5F-C 18899 from the national pending arbitration listing.

Sincerely,

*George S. McDougald*  
George S. McDougald  
General Manager  
Labor Relations Department

*Thomas A. Neill 5-28-86*  
Thomas A. Neill  
Director, Industrial Relations  
American Postal Workers  
Union, AFL-CIO