



ARTICLE	37
SECTION	3 F 10
SUBJECT	
ARBITRARY ASSIGNMENT	
SUBSEQUENT AID.	

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

July 13, 1983

Mr. Kenneth D. Wilson  
Assistant Director  
Clerk Division  
American Postal Workers Union,  
AFL-CIO  
817 - 14th Street, N.W.  
Washington, D.C. 20005-3399

Re: Class Action  
Miami, FL 33152  
H1C-3W-C 14763

Dear Mr. Wilson:

On April 25, 1983, 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 issue in this case is whether management may properly hold a clerk accountable for the requirements of a residual vacancy assigned under the provisions of Article 37, Section 3(F)10, when the clerk subsequently becomes a senior bidder on another assignment and enters a deferment period.

The facts in this case indicate that the grievants were assigned to residual vacancies and placed into training. Subsequently, they bid and became senior bidders on other duty assignments. The deferment periods for these second duty assignments extended beyond the date that their first assignment's training requirements were to be completed.

The union contends that the grievants should be relieved of the training and qualification requirements of the assigned residual vacancies, and the grievants should be given the entire deferment period for their new positions.

It is the position of the Postal Service that the grievants must qualify on the residual vacancies assigned within the allotted training time, or they may qualify on their second duty assignments and become successful bidders within the time allotted for their residual vacancy. If they qualify on the residual vacancy, they would still have the remainder of their deferment period to qualify on the voluntary bid.

Mr. Kenneth D. Wilson

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Based upon the above considerations, this grievance is hereby denied.

Time limits were extended by mutual consent.

Sincerely,



A. J. Johnson  
Labor Relations Department