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CONTRACT ADMINISTRATION UNIT

Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

Re: H90N-4H-C 93050571

W. Reece

Meridian MS 39301

Dear Mr. Sombrotto:

Recently, a meeting was held with your representative to discuss the above-captioned grievance at the fourth step of the contractual grievance procedure.

The issue in this grievance involves the manner by which temporary VOMA vacancies of five working days or more are filled.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

It is mutually agreed that 1) There is no contractual requirement to fill a temporarily vacant VOMA position; 2) If management makes the decision to fill a VOMA position which will be vacant for at least 5 working days within 7 calendar days, Article 25 Section 4 of the National Agreement provides the method by which the position is filled: "... the senior, qualified, eligible, available employee in the immediate work area in which the temporarily vacant higher level position exists shall be selected;" 3) Employees from those crafts eligible to make application for a VOMA position are eligible for consideration to such a detail regardless of the craft of the incumbent VOMA.

With this guidance, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

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

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Time limits were extended by mutual consent.

Sincerely,

Charles E. Baker

Grievance and Arbitration

Labor Relations

incent R. Sombro

National Association of Letter

Carriers, AFL-CIO

Date:

12/6/93