

# **BAKERSFIELD**

## **LOCAL MEMORANDUM OF UNDERSTANDING**

### **ITEM 1: ADDITIONAL OR LONGER WASH-UP PERIODS.**

Installation heads shall grant reasonable wash-up time to Carriers who perform dirty work or work with toxic materials.

### **ITEM 2: THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH FIXED OR ROTATING DAYS OFF.**

All full-time letter carriers covered by this local agreement shall have rotating non-scheduled days, rotating on a schedule that includes Friday and Saturday off every sixth week.

### **ITEM 3: GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.**

In the event of an emergency as declared by Federal or Local authorities, the Postmaster or his designee shall contact each delivery unit to implement plans to insure the safety and health of all Carriers.

### **ITEM 4: FORMULATION OF LOCAL LEAVE PROGRAM**

Local leave program shall be administered in accordance with the following provisions:

#### **A. Posting Vacation Period**

The beginning and ending dates of the choice and non-choice vacation periods shall be posted in each unit by the 20<sup>th</sup> of October.

## **ITEM 4: FORMULATION OF LOCAL LEAVE PROGRAM (Continued)**

### **B. Leave Book**

1. A Leave Book for the unit will be maintained by the shop steward or designee and will consist of the leave roster, notice of leave cancellations, canceled leave postings, current leave balance of the carriers, and any other information concerning the leave program.
2. Maintaining and updating the leave book will consist of checking leave balances for a carrier requesting leave, checking availability of leave slots, noting leave cancellations in the leave book, filing leave cancellation forms, obtaining supervisors signature on the leave request and returning the approved leave request to the carrier.

### **C. Beginning Date of Sign-Up Period**

Choice vacation sign-up shall begin the first working day in November and end no later than the 15th of December, prior to the new leave year. Choice vacation sign-up will be completed first before the non-choice vacation sign-up.

### **D. Number of Weeks Entitled During Choice Vacation Sign-Up**

Each carrier will be entitled to choose up to three weeks, as specified below, during the choice vacation sign-up. If more than one week is selected, the weeks must be consecutive.

Carriers earning 104 hours per year-----Two weeks

Carriers earning 160 hours per year-----Three weeks

Carriers earning 208 hours per year-----Three weeks

Following the choice vacation bidding, all unbid slots remaining open, shall be available for non-choice vacation bidding.

### **E. Method of Making Selection**

1. The Shop Steward or designee shall be given a reasonable amount of time, on the clock, to contact each Carrier in the unit, beginning with the senior Carrier in the unit.
2. Once a Carrier has been contacted by the Steward or designee, the Carrier will have until the end of the tour of the next work day to state his/her selection.

## **ITEM 4: FORMULATION OF LOCAL LEAVE PROGRAM (Continued)**

### **E. Method of Making Selection (Continued)**

3. If the Carrier does not submit a selection by that time, the next senior carrier will be contacted concerning his/her selections. If the sign-up roster has advanced beyond a carrier for lack of signing, the carrier will be afforded the opportunity to sign up at any time he/she later makes his/her selections known to the shop steward or designee, but only for the remaining unbid vacation slots.
4. A carrier may defer his/her selection until the turn of a junior carrier, so they can bid on the same vacation weeks. The carrier deferring his/her selection may not “bump” any junior carriers who have made their vacation selections.
5. If a Carrier is to be gone during the selection period, he/she may submit his/her choices on Form 3971 in advance in duplicate. If the carrier fails to do so, the shop steward or designee will continue signing up carriers by seniority. Once the carrier returns, he/she will be afforded the opportunity to sign up at any time he/she later makes his/her selections known to the shop steward or designee, but only for the remaining unbid vacation slots.
6. Each succeeding contact down the seniority list will choose from the weeks that have not already been chosen. More than one carrier may be contacted at the same time provided there are enough slots available to sign up each carrier if they all were to choose the same week.
7. Once a carrier has made a selection, it may be changed provided there is at least one additional opening still available in the week the carrier desires to cancel. The changed bid will be restricted to those remaining unbid vacation slots. No carrier junior to the carrier desiring to change selections will be denied his/her completed selection as a result of the change.

### **F. Transferring To Another Unit**

1. Any carrier transferring from one station to another after receiving his/her leave period assignment, shall receive that assignment at the new unit and will fill any unbid vacation slots at the gaining unit.
2. If a carrier is assigned to a unit on November 1 and during the sign-up period transfers to another station, he/she will complete the vacation sign-up at the losing station.

## **ITEM 4: FORMULATION OF LOCAL LEAVE PROGRAM (Continued)**

### **F. Transferring To Another Unit (Continued)**

3. If a vacation slot is filled at the gaining unit by the transferring carrier's vacation selection, it will constitute a vacation period vacancy at the losing unit. If a vacation slot at the gaining unit is not filled, it will not constitute a vacation period vacancy at the losing unit.

### **G. Canceling Leave**

1. Leave may be canceled after completion of both the choice and non-choice vacation sign-ups, but no earlier than December 28.
2. Annual leave may be canceled providing the Carrier does so in writing ten (10) days prior to the start of the leave.
3. Canceled annual leave will be posted for bid and shall be filled by the senior carrier bidding who has enough leave to cover the entire period.
4. Carriers may cancel annual leave after the ten (10) day notice period provided there is not a successful bidder on the opt of the carrier's assignment and there is at least one annual leave slot remaining open.
5. The shop steward will be notified of any cancellations of scheduled leave.
6. Transferring out of the installation or craft, promotions out of the craft, retirements, resignations, and removals constitute leave cancellations.
7. Posting and awarding of canceled leave will be in accordance with Item 22 of the Local Memorandum of Understanding.

### **H. Blood Donor Leave**

Blood donor leave will be as stipulated in the Employee and Labor Relations Manual.

### **I. Military Leave**

In the event an employee's military leave is scheduled for the same period as the employee's annual leave and the employee has to cancel annual leave, the employee may then select an equivalent period in the remaining unselected week(s) in the vacation period.

For Example: If the canceled leave is in the choice period, another selection within the choice period may be made. If the canceled leave is in the non-choice period, another selection within the non-choice period may be made.

## **ITEM 4: FORMULATION OF LOCAL LEAVE PROGRAM (Continued)**

### **J. Exchanging of Leave**

1. Carriers may, after written notification to management, exchange scheduled leave weeks one time during the choice vacation period as defined in Item 5 and one time during the remaining months of the leave year.
2. The weeks being exchanged must be in the same periods as defined in Item 4.J.1.
3. Exchanging of leave more than the one time during each period as defined in Item 4.J.1 will be allowed after written approval of management and written approval of the carriers whose seniority dates fall between the two carriers exchanging leave.
4. Copies of the written notification and approvals will be provided to the shop steward so the changes can be entered in the leave book.

### **K. Leave To Attend Union Business**

Every effort will be made to grant the union President and other Branch officials or representatives annual leave or LWOP for the purpose of attending to union business.

### **L. Dual Station Assignment**

Carriers whose assignment involves two or more stations shall sign up for leave at the station which is designated by their bid assignment.

## **ITEM 5: THE DURATION OF THE CHOICE VACATION PERIOD**

The choice vacation period shall begin the first full week in May and continue through the last full week in October.

## **ITEM 6: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD**

The beginning day for a Carrier's vacation shall be Monday.

**ITEM 7: WHETHER EMPLOYEES, AT THEIR OPTION, MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE OR TEN DAYS**

- A. Letter Carriers, at their option, may request one (1) or two (2) selections during the choice vacation sign-up.
- B. If two selections are made by the carrier, they must be together.

**ITEM 8: WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD**

- A. Letter Carriers who have been officially named by the Union as delegates to State or National Conventions, will have at their option either annual leave or leave without pay, which will not be charged to their choice vacation period.
- B. Prior to the beginning date of the sign-up period, the weeks of the State and National Conventions will be blocked off by the Steward or designee as follows:  
 State Convention -----two (2) spots per unit for one (1) week.  
 National Convention ---one (1) spot per unit for one (1) week.
  1. As a result of blocking off the vacation spots, up to eight (8) National Convention delegates and up to sixteen (16) State Convention delegates will be guaranteed the time off regardless of which station they are assigned.
  2. The election of the delegates could create a situation where there are more delegates at a station than the number of spots blocked off.
- C. After election of delegates to the NALC's State and National Conventions, the Union will, by December 31st of the election year, notify management of the dates of the conventions and the members elected to serve as delegates.
- D. An employee who is called for jury duty during the employee's scheduled choice vacation period shall be eligible for another available period, providing this does not deprive any other employee of employee's first choice for scheduled vacation.

## **ITEM 9: DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD**

### **A. Number of Carriers to Receive Leave**

1. In the Bakersfield Post Office, at each unit 13% shall be allowed off at any one time.
2. The number of carriers to be granted leave per week at each unit will be determined based on the career carriers on the rolls as of October 20<sup>th</sup> of each year. This does not include Transitional Employees nor casuals. It includes any 204-B's and PTF's assigned to the unit.
3. In order to insure a continuing application of the percentage requirement, during the course of the vacation year, the employer and union will review the complement on July 1st. Any increase in complement that will increase the percentage to the provisions of Item 9.A.4 will provide additional vacation spaces for the remainder of the leave year and will be placed up for bid the first Wednesday after the review and will be awarded to the senior carriers bidding who have enough leave to cover the vacation space. Conversely, any decrease will decrease the number of vacation spaces available to bid. Any previously approved annual leave cannot be canceled by the employer based on this provision.
4. In those instances when computing the percentage does not result in a whole number, and the fractional result is 0.05 or higher the next whole number shall be considered the correct figure-- e.g., 5.05 and above become six (6) employees.

### **B. Unit's With More Than One Zip Code.**

1. Carriers in the Zip Code delivery area 93311 will sign-up on the 93313 vacation schedule until such time that they acquire their own unit.
2. Carriers in the Zip Code delivery area 93312 will sign-up on the 93308 vacation schedule until such time that they acquire their own unit.
3. In the event zip code delivery areas are combined, union and management will meet to determine if the zip code delivery areas are to be combined when signing up for vacation or to be considered as separate units for vacation planning. Zip code delivery areas may only be combined for vacation sign-up by mutual agreement between Branch 782 President or designee and management.

## **ITEM 10: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE**

When leave for the choice and non-choice period is signed for on the sign-up sheet, the Carrier will complete a PS Form 3971 in duplicate. Upon completion of the vacation sign-up, the shop steward (or designee) will submit the completed P.S. Form 3971's to management for approval. The duplicate will be returned to the employee within ten (10) days after the close of the vacation period. In addition, the approved vacation schedule will be posted at the unit in a mutually agreed upon location.

## **ITEM 11: DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE NEW LEAVE YEAR**

- A. Management shall notify employees of the beginning and ending dates of the leave year by posting such notification on the bulletin boards at each unit by October 20<sup>th</sup>.
- B. The vacation leave year will begin the first Monday of the first complete pay period in a calendar year and end on the first Sunday of the first complete pay period in the following calendar year.

## **ITEM 12: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE PERIOD**

### **A. First Round Non-Choice Vacation Sign-up**

The first round of non-choice vacation sign-up will begin immediately after completion of the choice vacation sign-up and end no later than the 15th of December, prior to the new leave year.

### **B. Number of Carriers to Receive Leave**

1. The number of carriers to be granted annual leave, at any one time, at each unit during other than choice vacation period shall be 13%.



## **ITEM 12: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE PERIOD (Continued)**

### **B. Number of Carriers to Receive Leave (Continued)**

2. The number of carriers to be granted leave per week at each unit will be determined based on the career carriers on the rolls as of October 20<sup>th</sup> of each year. This does not include Transitional Employees nor casuals. It does include any 204-B's and PTF's assigned to the unit.
3. In order to insure a continuing application of the percentage requirement, during the course of the vacation year, the employer and union will review the complement on July 1st. Any increase in complement that will increase the percentage to the provisions of Item 12.B.4 will provide additional vacation spaces for the remainder of the leave year and will be placed up for bid the first Wednesday after the review and will be awarded to the senior carriers bidding who have enough leave to cover the vacation space. Conversely, any decrease will decrease the number of vacation spaces available to bid. Any previously approved annual leave cannot be canceled by the employer based on this provision.
4. In those instances when computing the percentage does not result in a whole number, and the fractional result is 0.05 or higher the next whole number shall be considered the correct figure-- e.g., 5.05 and above become six (6) employees.

### **C. Unit's With More Than One Zip Code.**

1. Carriers in the Zip Code delivery area 93311 will sign-up on the 93313 vacation schedule until such time that they acquire their own unit.
2. Carriers in the Zip Code delivery area 93312 will sign-up on the 93308 vacation schedule until such time that they acquire their own unit.
3. In the event zip code delivery areas are combined, union and management will meet to determine if the zip code delivery areas are to be combined when signing up for vacation or to be considered as separate units for vacation planning. Zip code delivery areas may only be combined for vacation sign-up by mutual agreement between Branch 782 President or designee and management.

## **ITEM 12: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE PERIOD (Continued)**

### **D. Number of Weeks Entitled During The First Round Of Non-Choice Vacation Sign-up**

1. Each carrier will be entitled to sign up for full weeks using the number of hours left after subtracting the number of hours signed up for in the choice sign-up period, from the number of hours listed below.  
 Carriers with less than three (3) years  
 of creditable service-----104 hours  
 Carriers with three (3) years but less than fifteen (15) years  
 of creditable service -----160 hours  
 Carriers with fifteen (15) or more years  
 of creditable service-----208 hours
2. Selections made during the first round of non-choice vacation sign-up cannot be split.

### **E. Method of Making Selection.**

The same method of making selection utilized for the choice vacation sign-up shall also be followed for the first round of non-choice sign-up.

### **F. Second Round Of Non-Choice Vacation Sign-Up**

1. After completion of the first round of non-choice vacation sign-up, a second round of non-choice vacation sign-up will be conducted by posting up for bid, at a designated location in the unit, all the remaining unbid leave slots in the entire leave year .
2. The posting will begin no later than December 16th and end at 5:00 P.M. on December 26th.
3. Selections do not have to be consecutive and may be split during the second round of non-choice vacation sign-up.
4. At the close of the December 16th to 26th posting, the weeks will be awarded by seniority to the carriers bidding who have enough leave to cover the weeks bid.
5. If a carrier is the senior bidder for more weeks than he/she has leave available to cover those weeks, he/she will be given the choice of which weeks he/she wants, with the weeks not chosen to be awarded to the next senior carrier bidding who has enough leave to cover the leave period.

## **ITEM 12: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE PERIOD (Continued)**

### **G. Incidental (spot) Leave**

1. Approved incidental leave, for full day(s), shall be on a first-come, first served basis.
2. If two (2) or more requests for annual leave, for full day(s), are submitted at the same time, seniority shall prevail
3. All requests for annual leave will be approved/disapproved, by the supervisor, within five (5) days.
4. All requests for incidental leave will be submitted to the supervisor on Form 3971, in duplicate, with management signing and noting date received. The duplicate Form 3971 to be immediately returned to the submitting carrier.

### **H. Leave For Less Than One Day**

1. Approved leave for less than one day at each unit shall be on a rotating basis starting with the senior carrier. A roster shall be maintained at each unit reflecting leave use in this area. The roster shall be maintained by the shop steward.
2. Implementation of Leave For Less Than One Day will be in accordance with Appendix "A" of the Local Memorandum of Understanding.

### **I. Emergency Leave**

Management will make every effort to approve requests for emergency leave.

### **J. Percentage Leave**

1. "Percentage Leave" will be defined as leave which is requested for any periods which do not have the percentages, as defined in the Local Memorandum of Understanding, of carriers off on annual leave at any one time.
2. Any requests for Percentage Leave will be submitted on P. S. Form 3971, in duplicate, and will be on a first come, first serve basis.
3. The request will be approved if the carrier has enough leave to cover the entire period of leave requested and the request is submitted no later than the schedule posting date prior to the requested leave day.

## **ITEM 12: THE PROCEDURES FOR SUBMISSION OF 2001-2006 BAKERSFIELD LOCAL MEMORANDUM OF UNDERSTANDING**

## **APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE PERIOD (Continued)**

### **J. Percentage Leave (Continued)**

4. If the carrier has enough hours of leave to cover the period requested, the supervisor will approve both copies of the Form 3971 with the duplicate copy returned to the carrier immediately.
5. If the carrier has insufficient leave to cover the period, other approved leave already signed up for may be canceled to provide the needed amount of leave.
6. The number of hours of available leave will be determined by subtracting the number of hours of leave signed up for in the remainder of the leave year from the most current leave balance provided by management for the carriers.
7. Any requests for leave above the percentages and any requests for leave submitted after the schedule posting date of the requested leave day will be considered incidental (spot) leave.

### **K. Bereavement Leave (funerals)**

1. In cases of a death in the immediate family of an employee, the employee will be granted up to three days of annual leave or leave without pay.
2. All requests for leave by carriers to attend other funerals will be given careful consideration.

## **ITEM 13: THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY**

### **A. Definition of A Holiday**

A "Holiday" for the purpose of scheduling may embrace a two or three day period and involves more than the calendar holiday.

### **B. Pecking Order To Work On A Holiday**

1. Casuals.
2. Part-time flexible employees.
3. Volunteer full-time regulars, regardless of whether it's their non-scheduled day, their holiday or their day designated as a holiday, by seniority.
4. Non-volunteer full-time regulars, regardless of whether it's their non-scheduled day, their holiday or their day designated as a holiday, by juniority.

## **ITEM 13: THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY (Continued)**

### **C. Exemptions From The Holiday Pecking Order**

1. Any letter carrier who is on a full week of scheduled annual leave will not be subject to being mandated to work as outlined under Item 13.B. As an example, a carrier who is on annual leave from Monday through Saturday of any given week, will not be mandated to work on any holiday or designated holiday during that week. .
2. A carrier who is on annual leave for a full week prior to or after a long weekend is not subject to the mandating procedures outlined under Item 13B.

### **D. Holiday Volunteer List**

1. A Holiday Volunteer List will be posted in a designated location at each unit no later than Wednesday preceding the Tuesday posting date of the weekly schedule and will close at the end of the tour on the following Monday, seven (7) calendar days.
2. A mutually agreed upon form shall be utilized.
3. An additional Holiday Volunteer List for December 25 may be posted earlier if there are special requirements such as costume fittings. This List will also be posted for six (6) calendar days and a copy given to the Shop Steward at the close of the posting.
  - a. The Christmas list will be posted at each unit in Bakersfield stating that volunteers will be required to wear a Santa suit provided by the Postal Service.
  - b. This holiday sign-up may be posted any time after November 30 and remain posted for seven (7) calendar days.
  - c. A master list will be compiled from the unit lists and volunteers will be selected by Bakersfield Post Office seniority.
  - d. A copy of the master list will be provided to the President of Branch 782, or designee, no later than the posting date of the holiday schedule.
4. The shop steward will be provided a copy of the Holiday Volunteer List and a copy of the holiday schedule no later than the posting date of the weekly carrier schedule.

### **E. Assignments To Work**

1. If the holiday scheduling pecking order results in both the regular and the T-6 Carrier Technician being scheduled to work, the regular carrier will, at his/her option, work his/her regular bid assignment.

## **ITEM 13: THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY (Continued)**

### **E. Assignments To Work (Continued)**

2. If the holiday scheduling pecking order results in a carrier working his/her designated holiday, the carrier will work his/her regular bid assignment.
3. If the holiday scheduling pecking order results in a carrier working his/her non-scheduled day, the carrier will work his/her duty assignment provided the T-6 Carrier Technician agrees to work another assignment regardless of whether or not it is a route on their T-6 string.

## **ITEM 14: WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR**

- A. The "Overtime Desired" list shall be by section. A section is defined as a Zip Code delivery area. The following are the Zip Code delivery areas: 93301, 93304, 93305, 93306, 93307, 93308, 93309, 93311, 93312, and 93313.
- B. Employees from one section may request overtime within another section, as defined in Item 14.A. and Item 14.D, and such requests will be given consideration by management.
- C. If a Carrier is on the 10 or 12 hour Overtime Desired list, and it is his/her bid route which is vacant and must be covered by a "call in", then that Carrier will be "called in" regardless of his/her standing on the Overtime Equitability log.
- D. **Units With More Than One Zip Code**
  1. Carriers in Zip Code delivery area 93311 will sign-up on the 93313 "Overtime Desired" list until such time that they acquire their own unit.
  2. Carriers in Zip Code delivery area 93312 will sign-up on the 93308 "Overtime Desired" list until such time that they acquire their own unit.
- E. **Combining Zip Code Delivery Units**  
In the event zip code delivery areas are combined, at a unit, union and management will meet to determine if the zip code delivery areas are to be combined when signing up for overtime or to be considered as separate units for overtime sign-up. Zip code delivery areas may only be combined for overtime sign-up by mutual agreement between Branch 782 President or designee and management.

**ITEM 14: WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR (Continued)**

**F. Dual Station Assignments**

Carriers whose assignment involves two or more stations shall sign up for overtime at the station which is designated by their bid assignment

**G. Forms**

Mutually agreed upon forms will be used to sign up carriers desiring to be on the overtime list, and to track overtime used by the Overtime Desired List carriers.

**ITEM 15: THE NUMBER OF LIGHT-DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT-DUTY ASSIGNMENT**

Light-duty assignments shall be made on a case-by-case basis. The union will have an opportunity for input on any requested light duty assignments.

**ITEM 16: THE METHOD TO BE USED IN RESERVING LIGHT-DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED**

**A. Requesting Light Duty**

1. A request for temporary assignment to a light duty or other assignment must be submitted, in writing, to the installation head or designee.
2. A mutually agreed upon form will be made available for the carriers to request light duty.
3. The Shop Steward will be notified of the approval or denial of any light duty requests.

**ITEM 16: THE METHOD TO BE USED IN RESERVING LIGHT-DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED (Continued)**

- B. When a Letter Carrier requests, in writing, an assignment to light duty and is under Article 13, the needs of the employee and the availability of work shall be reviewed. Management will make every attempt to put all ill or injured Carriers on light-duty assignments within their units.
- C. When it is not possible to assign an ill or injured employee covered by Article 13 in a temporary or permanent light-duty assignment within the Letter Carrier craft, consideration will be given to reassignment to another craft.

**ITEM 17: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT-DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE**

The following shall be considered when establishing light-duty assignments for the Carrier Craft.

- A. Updating carrier delivery forms
- B. Doing undeliverable endorsements for Carriers.
- C. Re labeling cases.
- D. Casing morning and afternoon mail, if disability allows.
- E. Any other duties which the ill or injured employee may be able to perform without injury to himself or others.
- F. Quality control check on UBBM mail.
- G. Coverage of collection routes within their limitations
- H. Filing carrier change of address cards

**ITEM 18: THE IDENTIFICATION OF ASSIGNMENTS  
2001-2006 BAKERSFIELD  
LOCAL MEMORANDUM OF UNDERSTANDING**



## **COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION**

A section shall be defined as the Bakersfield installation. If there is a necessity to eliminate a carrier route in a zip code delivery unit, management shall make every reasonable effort to eliminate the junior carrier's route first.

### **ITEM 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

- A.** Mutually agreed upon and labeled parking spaces will be designated for the senior three letter carriers, as determined on October 20<sup>th</sup>, at each of the stations except the Downtown station. The cost of labeling the parking spaces to be paid by the union.
- B.** All other parking will be on a first-come, first-serve basis, except where inconsistent with the requirements of the Clean Air Act or other controlling regulatory requirements.
- C.** The parties will jointly work together at the local level to encourage alternatives to single occupied vehicle commuting. Changes in parking at the local level which are required by the Clean Air Act or other controlling regulatory requirements will be discussed with the Unions at the local level. If the Union disagrees with the change it may grieve the reasonableness of the change necessitated by the Clean Air Act or other controlling regulatory requirements.

### **ITEM 20: THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN**

Annual leave for Union activities requested prior to the determination of the choice vacation schedule shall be part of the total choice vacation plan, however carriers who use leave for Union activities during the choice period will still retain their total choice vacation entitlement per Article 10.3.D of The National Agreement. Management will make every effort to grant leave to attend union activities

## **ITEM 21: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT**

- A.** In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating the carrier's preference in the following manner: First Choice, Second Choice, etc.
- B.** Copies of all Carrier Personnel Change Orders, bid postings, bid awards, including the number of successful bids by an employee during the life of the contract, will be mailed to the Union as issued.
- C. Labor Management Meeting**
1. The installation head shall meet with the appropriate representatives of Branch 782 on the second Wednesday of each month, or at any time as may be mutually agreed upon. Meetings may be changed only by mutual agreement. Meetings shall be convened at 1:00 P.M. and, except for unusual situations, shall run for such time that it is necessary to dispose of all business. The total number of Union representatives that can attend on non-official time shall not exceed five (5).
  2. It is agreed that agenda items for discussion at the meeting shall be exchanged by the President of Branch 782 (or his designee) and the Postmaster (or his designee) the Friday prior to the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.
  3. Minutes shall reflect verbal responses given. Initialing of minutes indicates concurrence that response reflects verbal response; failure to initial indicates one party does not believe the written response reflects the verbal response.
  4. The policies to be established by management for the Christmas operation will be the subject of discussion at a timely regularly scheduled joint Labor/Management Committee meeting.
  5. As far in advance as practicable, the local President shall notify local management of which Union representatives will be in attendance at each Labor/Management meeting. The appropriate supervisors will then be notified.
- D.** Upon timely request, a Letter Carrier may inspect their Official Personnel Folder in the presence of a management representative while on the clock.

**ITEM 21: THOSE OTHER ITEMS WHICH ARE SUBJECT  
TO LOCAL NEGOTIATIONS AS PROVIDED IN THE  
CRAFT PROVISIONS OF THIS AGREEMENT  
(Continued)**

**E. T-6 Carrier Technician**

1. A full-time regular carrier called in to work on a non-scheduled day shall work his/her full time duty assignment provided the T-6 Carrier Technician agrees to work another assignment regardless of whether or not it is on their T-6 string. Otherwise the carrier working on a non-scheduled day will be assigned where needed. This provision does not apply to PTF carriers on an opt who are called into to work on the non-scheduled day of the opt.
2. A T-6 Carrier Technican, who agrees to move, can work another route on their string to allow a carrier who has submitted a change of schedule changing their non-schedule day to work their bid assignment.
3. A T-6 Carrier Technican will work the duty assignment in the route sequence order as bid except in accordance with Item 21.E.1, Item 21.E.2 and Item 13.E.3 of this agreement

**F. Mandating Overtime Roster**

Carriers who are absent on a regularly scheduled day (e.g. sick leave or annual leave) will not be passed over on the mandating rotation for using non-OTDL carriers on overtime on assignments other than their own.

**ITEM 22: LOCAL IMPLEMENTATION TO THIS  
AGREEMENT RELATING TO SENIORITY,  
REASSIGNMENTS AND POSTING**

**A. Opting**

1. Hold down assignments will be posted for bid as of the Wednesday preceding the required posting date of the weekly schedule and will close at the end of the tour on the following Tuesday, seven (7) calendar days. Carriers who indicated a preference to work the assignments will be awarded the assignments by seniority. If a holiday is involved, the posting will close at the end of the tour on the following Monday, six (6) calendar days.
2. In the event that circumstances such as emergency annual leave or sick leave do not allow for a seven (7) day posting period, the assignment will be posted for the balance of the period.

## **ITEM 22: LOCAL IMPLEMENTATION TO THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING (Continued)**

### **A. Opting (Continued)**

3. The parties agree that a mutually developed form shall be utilized for opting unless superseded by a U. S. Postal Service form.
4. If a temporary vacant full-time craft duty assignment is placed up for opt and there are no successful bidders, the assignment will be placed up for bid the next opting cycle provided there will be at least five days left in the vacancy and provided the union and management mutually agree that it will be reposted. Otherwise, it will not be reposted for opt.
5. A hold down assignment will be terminated when the regular carrier works on the assignment while in a light duty status unless the union and management mutually agree that it will be terminated.
6. If, as a result of opting for assignments, a carrier is scheduled with more than one non-scheduled day, not including Sunday, the carrier will be granted the non-scheduled day of his/her choice if mutually agreed to by management and union. Otherwise, the first day will be taken.

### **B. Bid Postings**

1. All carrier bid assignments, including T-6 assignments, where appropriate, shall be posted for ten (10) calendar days.
2. Assignment vacancy and award notices will be posted at a mutually agreed upon designated location at each unit.
3. The Branch President or designee shall have the opportunity to review the assignment vacancy and award notices before they are posted.

### **C. Change In Carrier Bid Assignments**

The President of Branch 782 will be given an opportunity for input prior to any changes in carrier assignments (e.g., starting times, ending times, non-scheduled days, mode of delivery and routes on T-6 assignments). The President of Branch 782 will be notified, in writing, at least two weeks prior to the effective date of any proposed change to any carrier assignment.

### **D. Seniority Roster**

One copy of the current seniority roster will be sent to the Branch 782 union office each month. A copy will be posted on the bulletin board at each unit

## **ITEM 22: LOCAL IMPLEMENTATION TO THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING (Continued)**

### **E. Posting of All Assignments of Carriers Junior to The Carrier Whose Assignment Has Been Abolished**

1. When a letter carrier route or full-time duty assignment other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustment, highways, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article. The local Branch may at their option choose to delete the provision from this local agreement.
2. Zip code areas shall be considered separate delivery units when applying this provision.
3. Posting for bid of routes and full-time duty assignments in the circumstances described immediately above shall be restricted to the affected delivery unit, as defined in sections 2 and sections 3 above. This shall be the exception to the procedures for posting duty assignments provided in Article 41 of The National Agreement and this Local Memorandum of Understanding.

### **F. Higher Level Detail**

1. Higher level details will be posted for bid as of the Wednesday preceding the required posting date of the weekly schedule and will close at the end of the tour on the following Tuesday, seven (7) calendar days. If a holiday is involved, the posting will close at the end of the tour on the following Monday, six (6) calendar days.
2. In the event that circumstances such as emergency annual leave or sick leave do not allow for a seven (7) day posting period, the assignments will be posted for the balance of the period
3. A mutually agreed form shall be utilized for higher level detail unless superseded by a U. S. Postal Service form.
4. Those carriers in the unit desiring to be detailed to the assignment will place their name on the form, indicating their order of preference if more than one assignment is available.

## **ITEM 22: LOCAL IMPLEMENTATION TO THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING (Continued)**

### **G. Canceled Leave Postings**

1. Canceled leave will be posted for bid on the first Wednesday after the leave is canceled, in a designated location at each unit, and shall remain posted for 7 days.
2. In the event that circumstances do not allow for a 7 day posting period, the canceled leave shall be posted for the balance of the period.
3. The successful bidder of the canceled leave will be notified within three work days after the close of the posting.
4. The shop steward will also be notified within three work days after the close of the posting so that the appropriate change can be made on the leave board.
5. A mutually agreed upon form for posting canceled leave shall be utilized
6. The shop steward will be provided a copy of each of the Canceled Leave Forms, with a notation as to the successful bidder, to be placed in the leave book.

### **H. Mutually Agreed Upon Forms For Postings**

1. The following are the agreed upon forms to be used as per the Local Agreement.
  - a. Overtime Desired List
  - b. Overtime Worked and Opportunity Log (Optional)
  - c. Opting
  - d. Leave For Less Than One Day (Optional)
  - e. Holiday Work Volunteer List
  - f. Full Weeks Of Canceled Leave
  - g. Higher Level Detail
  - h. Days of Canceled Leave
  - i. Leave Cancellation (Optional)
  - j. DPS Input (Optional)
  - k. Request For Light Duty
2. Changes to the forms may be made by mutual consent of the Branch President and management. If any changes are made to the forms, they will keep the same number but will have the date of the new version in parenthesis.
3. The forms will be used unless superseded by a U. S. Postal Service form.

## **APPENDIX A**

### **2001-2006 BAKERSFIELD**

## **LOCAL MEMORANDUM OF UNDERSTANDING**

## **LEAVE FOR LESS THAN ONE DAY**

### **A. Leave Involved**

These provisions apply for both Annual leave and Leave Without Pay used in amounts of less than eight (8) hours.

### **B. Leave Roster**

A seniority roster of the carriers at the unit shall be maintained by the Shop steward. In the event the shop steward is unavailable due to leave or a non-scheduled day, the roster will be maintained by the steward's designee.

### **C. Unit Definition**

A unit shall be defined as the same utilized for vacation sign-up.

### **D. Dual Station Assignments**

Carriers with dual station assignments will be placed on the Leave For Less Than One Day seniority roster at both units but will be considered available to use leave only when working at the particular unit.

### **E. Carriers Transferring From Another Unit**

Carriers transferring from another unit will be placed on the roster by seniority and will be offered leave according to these provisions. Leave for less than one day at the losing unit shall not be counted at the gaining unit.

### **F. Part-Time Flexible Carriers**

Part-time flexible carriers will be placed on the seniority roster at the unit they are assigned. Part-time flexible carriers will be offered leave for the number of hours scheduled to work that day.

### **G. Union Business**

These provisions and Item 12.H.1 (Leave For Less Than One Day) shall not apply when using leave for less than one day for official union business.

## **APPENDIX A (Continued)**

## **LEAVE FOR LESS THAN ONE DAY**

### **2001-2006 BAKERSFIELD**

## **LOCAL MEMORANDUM OF UNDERSTANDING**

**H. Emergency Leave**

These provisions and Item 12.H.1 (Leave For Less Than One Day) shall not apply for emergency leave. Item 12.I (Emergency Leave) of the Local Memorandum shall apply.

**I. Funeral Leave**

These provisions and Item 12.H.1 (Leave For Less Than One Day) shall not apply for funeral leave. Item 12.K (concerning funeral leave) shall apply.

**J. Carriers Canceling Approved Leave**

When full days of leave are approved and on the carrier schedule on the required posting date and are later canceled and only a portion of the day taken, these provisions shall not apply.

**K. Undertime Or Lack Of Mail**

In the event a carrier is in an undertime situation as a result of completing their assignment or due to lack of mail, these provisions and Item 12.H.1 (Leave For Less Than One Day) shall not apply in approving leave for less than one day. However, if it is determined that a carrier will be in an undertime situation, prior to the carriers leaving to go on the street, these provisions shall apply.

**L. Leave In Lieu Of Sick Leave**

These provisions shall not apply when a carrier uses either annual leave in lieu of sick leave or leave without pay in lieu of sick leave.

**M. Form**

A mutually agreed upon form will be utilized to reflect the leave usage.

**APPENDIX A (Continued)  
LEAVE FOR LESS THAN ONE DAY****2001-2006 BAKERSFIELD  
LOCAL MEMORANDUM OF UNDERSTANDING**



**N. Procedures**

1. The supervisor will meet with the shop steward after the 3996's have been negotiated when it is determined leave for less than one day is to be granted that day. Circumstances may necessitate an earlier meeting.
2. When leave for less than one day is available, it will be offered to the senior available carrier, who has not used his/her choice, in the first column of the roster in which carriers have not used leave for less than one day.
3. If the carrier declines, it will be offered to the next available carrier, who has not used his/her choice, in the first column of the roster in which carriers have not used leave for less than one day.
4. In the event leave is offered and declined by all available carriers in the first column of the roster in which carriers have not used leave for less than one day, it will offered to the senior carrier, who has not used his/her choice, in the next column of the roster.
5. This process will continue until either a carrier chooses to use leave or there are not any carriers available who have not used leave for less than one day.
6. In the event leave is offered and declined by all available carriers on the roster who have not used leave for less than one day, the carriers who have already used leave for less than one day will be given the opportunity by seniority.
7. If a carrier chooses to use leave, the shop steward will place the date next to the carriers name on the roster. The carrier will not be eligible for leave for less than one day, except under the above listed provisions, until all other carriers on the roster have been given an opportunity.
8. A carrier transferring into a unit will be placed on the roster by seniority and will be given their opportunity using the first column in which carriers have not used leave for less than one day.