REGULAR ARBITRATION PANEL

In the Matter of the Arbitration	)	
	)	**GRIEVANT:** Class Action
Between	)	
	)	**POST OFFICE:** New Haven, CT
	)	**CASE Numbers:** **DRT Nos.**
UNITED STATES POSTAL SERVICE	)	B16N-4B-I 18036229 UITEM1 14-03998 A
	)	B16N-4B-I 18036236 UITEM1.B 14-04002 B
And	)	B16N-4B-I 18036244 UITEM4 14-04037 C
	)	B16N-4B-I 18036262 UITEM12C 14-04031 D
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO	)	B16N-4B-I 18036249 UITEM6 14-04040 E
	)	B16N-4B-I 18036253 UITEM9(D) 14-04034 F
		B16N-4B-I 18036270 UITEM12F 14-04029 G
		B16N-4B-I 18052404 MITEM1 H
BEFORE: Sherrie Rose Talmadge, Esq., Arbitrator		B16N-4B-I 18052424 MITEM4B I
		B16N-4B-I 18052440 MITEM4D J
		B16N-4B-I 18052451 MITEM4F K
		B16N-4B-I 18052473 MITEM4I L
		B16N-4B-I 18052486 MITEM4L M
		B16N-4B-I 18052497 MITEM4M N
		B16N-4B-I 18052505 MITEM6 O
		B16N-4B-I 18052514 MITEM8 P
		B16N-4B-I 18052524 MITEM9A Q
		B16N-4B-I 18052536 MITEM9D R
		B16N-4B-I 18052540 MITEM12C S
		B16N-4B-I 18052553 MITEM 12E T
		B16N-4B-I 18052562 MITEM12F U

APPEARANCES:

For the U.S. Postal Service:	Glenn Smith, Labor Relations Specialist
For the NALC:	Charles Carroll, Arbitration Advocate
Place of Hearing:	24 Research Parkway, Wallingford, CT
Date(s) of Hearing:	June 20, July 11 and July 12, 2018
Date of Award:	September 14, 2018
Relevant Contract Provisions:	Article 30
Date of Contract:	2016 - 2019
Type of Grievance:	LMOU Interest Arbitration - Impasse

AWARD SUMMARY

Items 1 and 1.B.
The Union's Item 1 and 1.B proposals that, instead of using a reasonableness standard, carriers should have four minutes for wash-up time when the carrier leaves for the street, returns to the office, and prior to lunch break is not adopted. The language of Item 1 is to remain as is.

Items 4.B and 12.C.
Although I decline to adopt either party's proposal to change Item 4.B and Item 12.C because neither proposal meets Management's need for additional time to review daily leave requests for choice and non-choice periods, and the Union's reasonable concern that the carriers are not being provided with timely responses to their daily leave requests, I have crafted language in an effort to resolve the problems identified by both parties. Thus, the following language shall be the language used in the LMOU, unless the parties agree otherwise:

The language of Item 4.B is to be amended to read: "During the choice vacation period, requests for daily leave up to the percentage (%) allowed off must be submitted 48 hours prior to the day the leave is requested. Said requests must be acted on by 6:00 p.m. of the day prior to the day requested."

The language of Item 12.C is to be amended to read: "Requests for daily leave in the non-choice period must be submitted 48 hours prior to the day the leave is requested. Said requests must be acted on by 6:00 p.m. of the day prior to the day requested."

Items 4.D and 4.F.
Management's proposed changes to Items 4.D and 4.F, which would replace the language "installation wide" with "five-digit delivery unit basis" and enumerate the various five-digit delivery units, are not adopted. The current language of Item 4.D and Item 4.F is to remain as is.

Items 4.I and 4.L.
Management's proposals to amend Item 4.I and to add Item 4.L are not adopted. The current language of Item 4.I will remain unchanged.

Item 4.M.
Management's proposal to add Item 4.M is not adopted.

Item 6.A.
The parties have mutually agreed that the language of Item 6.A will read as follows:
"Vacation week for all carriers and CCAs shall run Monday through Sunday."

Item 8.
Management withdrew its proposal for Item 8 at hearing.

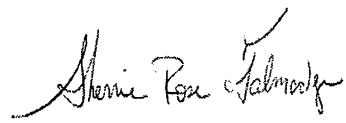
Item 9.A.
The parties have agreed to amend Item 9.A by increasing the number of carriers allowed off during the choice vacation period from 15% to 16%. The parties have also agreed to expand the choice vacation period by two weeks.

Item 9.D.
The Union's proposal to add Item 9.D which states, "CCA Carriers shall be part of the complement for the number of employees allowed leave during the choice vacation period" is adopted.

Item 12.E.
For Item 12.E, the parties mutually agreed to increase the percentage of carriers allowed off on annual leave after Thanksgiving and Christmas from 15% to 16%. Therefore, the mutually

agreed upon new language for Item 12.E will read as follows, "The two (2) days after Thanksgiving and the 1st Workday after Christmas, the percentage shall be 16% allowed off on Annual Leave."

Item 12.F.
The Union's proposal to add Item 12.F which states, "CCAs are incorporated in to the overall Carrier complement for purposes of Annual Leave other than choice vacation period" is adopted.



Sherrie Rose Talmadge, Esq., Arbitrator

BACKGROUND

This matter concerns an interest arbitration under Article 30 of the 2016 – 2019 National Agreement in effect between the United States Postal Service and the National Association of Letter Carriers. The LMOU was reopened by the Union as a result of the mandate to the parties to include CCAs in the leave provisions. The 2016-2019 MOU RE: City Carrier Assistant (CCA) Annual Leave states in pertinent part:

> In any office that does not have provisions in its current LMOU regarding annual leave selection for CCAs, the parties agree that, during the 2017 local implementation period, the local parties will, consistent with the needs of employees and the needs of management, include provisions into he LMOU to permit city carrier assistant employees to be granted annual leave selections during the choice vacation period and for incidental leave. Granting leave under such provisions must be contingent upon the employee having a sufficient leave balance when the leave is taken.

In addition to proposals submitted by the Union concerning the CCAs inclusion in the leave provisions, the Union also offered proposals addressing when Management would notify the Union about the granting of incidental leave, and proposals concerning wash-up time. The Postal Service submitted their counter-proposals and presented their own proposals. Management proposed changing the procedures for annual leave by changing installation-wide leave to five-digit delivery unit (section) leave, increasing the amount of time prior to leave that a leave request must be submitted, and restricting a carrier's ability to cancel leave. Management also proposed that eligible CCAs be given the opportunity to submit prime time vacation choices, in order of their relative standing, after the regular carriers submit their first and second prime time choice. Management argued that the CCAs should not be part of the complement. Local negotiations led to an impasse.

At the hearing held on June 20, July 11 and July 12, 2018, the parties were given an opportunity to present witnesses on direct and cross examination, and to submit relevant and material documentary evidence. At the conclusion of the hearing, the parties presented oral closing arguments.

Wash-up Time Proposals (Items 1 and 1.B)

The current language of the parties LMOU, Item 1, involving wash up time provides, "Reasonable wash up time shall be allowed each carrier before leaving for route, after completing their office duties, on office time. Upon returning from the route,

after ringing in to start office duties, wash up time will be granted. This time will be considered part of the carrier's work day." The Union proposed changing the term "reasonable" to four minutes wash up time prior to going to the street and four minutes upon returning to the office. The Union also proposed a new section, Item 1.B, which would add four minutes wash-up time prior to the start of the lunch break that would be considered part of the carrier's work day.

The Union argued that changing the wash up term "reasonable" to four minutes is appropriate to give carriers credit for this time in current USPS route computer programs and inspections. The Union noted that during the recent route inspections, inspectors told the carriers that wash up time is to be listed in line 22 and were not giving the carriers credit for wash up time in DOIS. The Union asserted that adding four minutes wash up time prior to the start of lunch is appropriate to address concerns about handling dirty materials, such a mail containing toxic ingredients in the inks and paper and boxes from overseas, prior to the carriers' lunch break.

The Postal Service maintained that the current language of "reasonable" wash up time should not be changed. Postmaster Sullivan testified that there have been no issues in determining what is considered reasonable wash up time and no grievances have been filed over this issue. The Postmaster further noted that the Union's proposal for each carrier to be allowed four minutes wash up time prior to the start of lunch break would add four minutes to the contractually established 30-minute lunch break, during which time the carriers can wash up. Carriers have the option to choose one of their authorized lunch stops along their route to wash their hands while at lunch. Moreover, if a letter carrier does not have proper facilities for washing up prior to lunch due to the location of the delivery route, the employee could use portable hand sanitizer. Furthermore, Management argued that adding four minutes for wash up prior to the lunch break would create an unreasonable financial burden. The Postmaster explained that currently there are 215 city routes at this installation and adding four minutes of unproductive time would result in a daily cost of $627.80, and a yearly cost of $189,595.60 based on 302 delivery days per year.

Merits of the Proposals

In general, arbitral authority holds that a moving party, when proposing to add, modify or delete language from the LMOU, has the burden of proving that a problem exists which would be corrected by the adoption of its proposal. (See USPS and NALC, Case No.

F94N-4F-I 96044490, UCH-04VACSIGNUP, 1997, Arbitrator Guy Parent). The Union, as the party proposing to add, modify or delete language from the LMOU, has the burden of proving that a problem exists which would be corrected by the adoption of its proposal. The Union has argued that, instead of using a reasonableness standard, wash-up time should be specified as four minutes prior to going out to the street, upon returning to the office and prior to lunch break. The main thrust of the Union's argument is that during route inspection, the inspectors have directed the carriers to list their wash-up time on line 22 and not credit the wash-up time in DOIS. Management makes a reasonable argument that providing four minutes wash up time to the contractually established 30-minute lunch break would extend the lunch break and create an added financial burden. The parties long term practice has been for carriers to choose one of their authorized lunch stops along their route to wash their hands while at lunch. It is significant that no evidence was proffered to show that any employee has been refused requested wash-up time under the parties' existing understanding, and there was no evidence of grievances filed asserting insufficient wash up time.

At this time, it is sufficient to define wash-up time in terms of reasonableness, rather than in terms of a fixed number of minutes. The specification of a precise number of minutes of wash-up is not warranted. Article 8.9 of the National Agreement already provides for "reasonable wash-up time". While the Union has presented its concerns that during route inspection the carriers were being directed to list their wash-up time during on line 22, it has not provided sufficient evidence that carriers were being denied sufficient wash-up time. [See Arbitrator Marx (NOC-1N-I 90141, NOV-1M-I 90142, October 16, 1992) in which he concluded that specifying the exact number of minutes of wash-up was not warranted because the Article 8.,9 provides for "reasonable wash-up time". Marx noted that although the Union described more adverse working conditions at the Queens GMF, it did not provide convincing evidence that the involved employees are denied sufficient wash-up time.] [See also Arbitrator Eaton (Impasse 147, July 13, 1983) who concluded that "...It was sufficient to define wash-up time in terms of reasonableness, rather than in terms of a fixed number of minutes."] In this matter I am persuaded that Management's counterproposal, to maintain the current LMOU language in Item 1 concerning wash-up time, is appropriate.

Formulation of Leave Program Proposals (Items 4.B and 12.C)

Both the Union and Management acknowledged that there have been persistent issues with the manner in which daily leave requests for both choice and non-choice periods are handled. Currently, Item 4.B provides, During the choice vacation period, requests for daily leave up to the percentage (%) allowed off must be submitted by 3:00 PM of the day prior to the day requested." The Union proposed adding that "Said requests must be acted on by 6:00 PM that day. If not then the request is automatically approved." The Service's counterproposal was, if the annual leave requests are going to be made based on the five-digit delivery unit basis, then Management proposed "Annual Leave requests must be submitted 48 hours prior to the day the leave is requested", but if they remain installation wide then Management proposed that the requests be submitted 72 hours in advance. The Service did not agree to a time specific that the request would be acted upon or automatically approved.

For non-choice vacation periods, Item 12.C, states, in relevant part, "Requests for daily leave in the non-choice period must be submitted by 12 noon of the day prior to the day requested." The Union made a similar proposal for daily leave requests for non-choice periods as for choice periods. The Union proposed adding to Item 12.C that the requests for daily leave in the non-choice period be submitted by 3:00 pm of the day prior to the day requested and if management fails to act upon the 3971 by 6:00 p.m. then the request is automatically approved. Management's counterproposal was that requests for daily leave in the non-choice period be submitted 48 hours in advance of the requested date, and if submitted less than 48 hours in advance of the requested date, the leave approval is up to management's discretion. In support of this proposal for a 48 hours advance submission of the requests for daily leave in the non-choice period, Management pointed out that the existing Item 12.A provides that all forms 3971 shall be denied or honored in writing within 48 hours after receipt.

The Union contended that under the current language in the local agreement, which applies to both choice and non-choice periods, there have been a number of instances when the carriers have submitted their 3971's for AL for daily leave and management has not acted in a timely manner to inform the carrier whether the request has been approved or denied. The Union asserted that their proposed new language would solve the issue as to whether or not the AL request has been approved or disapproved so that the carriers are not forced to come to work to find out whether leave has been granted of face discipline for failure to report. The Union maintained that this is

a reasonable addition to the local agreement and solves a persistent problem with little or no impact to the Service.

Management argued that in New Haven, a large installation with about 250 employees, to require a decision by 6:00 p.m. on leave requests submitted at 3:00 p.m. is too short a time frame for Management to act. Postmaster Sullivan testified that the current process is difficult to manage, and the Union's proposal would make the challenge of notifying employees the status of their annual leave request more difficult and result in unnecessary overtime costs. The Postmaster noted that based on the Union's proposal, if Management cannot process the leave request in three hours, then the employee would be automatically granted the annual leave and local management would be left to try to fill that annual leave request at 6:00 p.m. for the next service day. Management is seeking more time than in the current local language to better the scheduling and staffing of each delivery unit. The Postmaster noted that the Union's proposal would bind management to using an EAS employee strictly to monitor incoming emails and requests and do nothing but process PS Form 3971's during this timeframe of face a penalty, as proposed by the Union. This adversely affects the supervisor from performing the core functions of their position during a critical time of day when the carriers are returning from the street and the front is closing.

Merits of the Proposals

Both parties have acknowledged that the current system for requesting daily leave during choice and non-choice periods has not been working effectively or efficiently. Management has asserted that the New Haven installation has grown substantially over the years and that management, handling these requests on an installation wide basis, has not always been able to keep up with the daily leave requests that are submitted by 3:00 p.m. (for choice periods) and noon (for non-choice periods) the day prior to the day requested. As a result, often the carriers are not getting a timely response from Management about whether their daily leave requests have been granted for the next day. Both parties have referred to the current system as chaotic and broken. The Union's proposal would provide definitive notice to the carrier whether their daily leave request has been granted; however, it does not address Management's reasonable concern that the current system does not provide enough time for Management to determine whether the leave request can be granted. I do not find that either proposal advanced by the parties would accomplish their articulated goals. In order to accomplish the parties' goals to provide management with

sufficient time to address the carrier's request for daily leave and reply to the carrier's request in a timely manner, I am crafting a different provision than either party has proposed. To address the parties' concerns, I have crafted language in an effort to resolve the problems identified by both parties. Thus, the following language shall be the language used in the LMOU, unless the parties agree otherwise:

I adopt the following language for Item 4.B: "During the choice vacation period, requests for daily leave up to the percentage (%) allowed off must be submitted 48 hours prior to the day the leave is requested. Said requests must be acted on by 6:00 p.m. of the day prior to the day requested."

Similarly, for Item 12.C, I adopt the following language, "Requests for daily leave in the non-choice period must be submitted 48 hours prior to the day the leave is requested. Said requests must be acted on by 6:00 p.m. of the day prior to the day requested."

Formulation of Leave Program Proposals (Items 4.D and 4.F)

As part of Management's proposal to change the carrier's selection of vacation from an installation wide basis to "five-digit delivery units (sections)", Management has proposed language changes for Items 4.D and 4.F. Item 4.D currently states, "Assignment of vacation periods shall be by seniority on an installation wide basis." Item 4.F currently states, "Beginning the first work day in March, the Employer shall contact the carrier by installation wide seniority, allowing him the choice of any week up to three continuous weeks that he is qualified for under the terms of the National Agreement." The Union, which objected to Management's proposal to change the 47-year history of carrier selection of prime vacation on an installation wide basis, noted that bidding routes, hold downs and excessing are all handled on an installation wide basis.

Having previously discussed that although Management has explained the logistical difficulties of handling carrier selection of vacation on an installation wide basis, I do not conclude that Management has established that maintaining the current system is an unreasonable burden which should be changed to selection of vacation to five-digit delivery units. Therefore, the Management's proposal to modify Items 4.D and 4.F is not accepted.

Formulation of Leave Program Proposals (Items 4.I and 4.L)

Management has proposed adding to current language of Item 4.I. Item 4.I states, "Requests for vacation time made available by cancellation shall be bid in increments of up to two days." Management proposed amending Item 4.I by adding the following language: "Cancellation of any maxed-out week will only be allowed by joint concurrence of the manager and the steward of the five-digit delivery unit (section). If agreed to jointly, requests for vacation time made available by cancellation shall be bid in increments of up to two days. If not agreed to jointly, the leave will not be allowed to be cancelled. The request made for cancellation must be made 7 days in advance of the start of the leave which will give both parties the time needed to allow other carriers to bid on this leave if the cancellation was jointly agreed to."

Additionally, Management proposed adding the following new language to be identified as Item 4.L, "All cancellation of leave other than maxed out leave which will be followed by paragraph I of Item 4 must be done at least 24 hours in advance of the leave requested."

The Postmaster maintained that the proposed amendments would enable Management to be better prepared in the scheduling of letter carriers to cover delivery routes. Management asserted that it would save money by not bringing in non-scheduled overtime employees to cover delivery routes that are anticipated to be vacant. Furthermore, the Postmaster testified that carriers that were denied annual leave due to the complement being full will have a better chance at getting their requested annual leave. The Postmaster explained that it makes scheduling difficult if carriers can just come in at their leisure after leave has already been approved, management has done the scheduling and, in most cases, brought in carriers on overtime to cover the approved leave. The Postmaster explained that when a carrier, who has approved leave, comes in without notifying management in advance, the installation becomes overstaffed, spent overtime unnecessarily resulting in a decrease in productivity and an increase in overall expenses. The Postmaster added that when carriers who have approved leave report unexpectedly, the CCAs are being sent home due to lack of work and vehicles costing the Service four hours of pay.

The Union rejected both proposals. The Union asserted that Management wants carriers to be forced to use their annual leave unless agreed to by the Union and Management, but this is unworkable because the parties would rarely agree. Currently, carriers can cancel their annual leave at any time. The Union maintained that

Management did not provide documentation establishing that the existing system is a burden. The Union further contended that when a carrier cancels leave in less than 24 hours, Management benefits because overtime will not be needed to cover the routes.

Merits of Management's Proposal

To change an existing LMOU item, Management must prove that the current system is an unreasonable burden. Although the Postmaster has testified to his serious concerns about the potential results when a carrier cancels a maxed-out week, without advance notice to management, Management did not provide any documentation to substantiate how frequently the problem arises and, when it does occur, how often this results in overstaffing and underutilized personnel. Assuming, as the Postmaster testified, that this issue does have an economic impact on the Service, this factor does not in itself satisfy the Service's burden. [See Arbitrator Wolf's decision (B98N-4B-I 01030273 (2002)) in which he referenced a 1994 award by Arbitrator Dennis, who wrote, "[w]hile I can support Management's desire to operate in the most cost-efficient way possible, the fat that efficiency could be achieved by making changes in staffing does not necessarily place the status quo in the category of an unreasonable burden."] Consequently, Management's proposals to amend Item 4.I and to add Item 4.L are not adopted.

Formulation of Leave Program Proposal (Item 4.M)

Management proposed adding the following new language identified as Item 4.M, "Employees must have sufficient annual leave to cover their request at the time the leave was taken. Insufficient annual leave balance will result in a disapproved and/or void (PS Form 3971) leave request." Management noted that it has an obligation to all employees for available dates to which all employees can be afforded the opportunity to use their earned or accrued annual leave for open and available days, and this right should not be taken from them by granting another employee LWOP for vacation time. Management explained that with this new language carriers who do not have a sufficient leave balance at the time the leave goes into effect would have their leave cancelled and reposted to the carriers in the office. Management asserted that it should not have to use overtime carriers to cover the vacation time of a carrier that is using LWOP for the sole purpose of taking a vacation. Management noted that under ELM Section 512.43 LWOP is granted only if the leave is approved by Management in advance. The Union

opposed Management's proposed new language noting that PS Form 3971 is controlling in this matter.

Merits of Management's Proposal

Management did not submit any documentation to substantiate that the status quo creates an unreasonable burden which needs to be addressed by the proposed new language. Therefore, Management's proposal to add Item 4.M is not adopted.

CCA Carriers – Annual Leave during Choice and Non-Choice Vacation Periods (Items 9.D and 12.F)

In response to the 2016-2019 MOU directive that the parties include provisions in their LMOU to permit city carrier assistant employees to be granted annual leave selections during the choice vacation period and for incidental leave, the Union proposed that the CCA carriers be included into the leave computation formula for both choice and non-choice period, and that the CCA carriers be able to include a Sunday in their vacation week to increase the value of their time off. The Union argued that their solution is the easiest and cheapest to implement, respects the current letter carriers' seniority and adds to a longstanding system.

Management proposed letting eligible CCA Carriers submit prime time vacation choices, in order of their relative standing, after the regular carriers submit their first and second prime time choices. However, the CCAs would not be part of the complement. Management added that "A week leave request or individual day requests selected by CCAs will be considered filled and no longer available. Granting a week's leave to a CCA must be contingent upon the employee having a leave balance of forty (40) hours at the start of the week that was requested." Management explained that at the National Level the parties negotiated the right for CCAs to have the opportunity to have annual leave during the choice vacation period, however, this language does not make CCAs a part of the complement. Management argued that putting the CCAs in the complement would allow more senior carrier the time off and CCAs will not get anything. Management also agreed to increase number of carriers allowed off during the choice vacation period from 15% to 16% and to extend the choice vacation period for an additional two weeks.

Management also proposed conducting the leave policy by sections (5-digit delivery zones) rather than installation-wide. Management asserted that this would allow

CCAs working in their own sections to submit leave requests based on the 16% of employees in the office they are assigned to instead of competing against all the senior carriers in the installation for an opportunity for a choice vacation week. Thus, the CCAs would be submitted leave requests only with the carriers in their own section. This would allow for a variety of seniority and a range of employees to submit their leave, and senior employees from other offices would not be able to dominate the leave for the whole facility.

Merits of the Proposals

In this instance the Union does not bear its usual burden of proof that the party proposing to change LMOU language would be required to meet. The National arbitration award instructed the parties to create a method for CCA carriers to use accrued leave in choice and non-choice periods. The 2016-2019 MOU provides that the parties **will** include provisions in the LMOU to permit CCAs to be granted annual leave selections during choice and non-choice vacation periods. The provision is to be consistent with the needs of both employees and management. Because of the mandate, the proposing party need not demonstrate that the current provision is ineffective or inadequate. Rather, the arbitrator is tasked with determining which proposal best meet the requirement of permitting CCAs to be granted leave selections during the choice and non-choice vacation periods, consistent with the needs of both employees and management.

Management proposed to add a provision that would permit eligible CCA Carriers to submit prime time vacation choices, in order of their relative standing, after the regular carriers submit their first and second prime time choices. Management's proposal would not include the CCAs as part of the complement but has agreed to increase the percentage of carriers off from 15% to 16% and to extend the choice vacation period for an additional two weeks. Management's proposal makes more choice vacation slots available, spread over a longer period of time. However, I am persuaded by the Union's argument that maintaining a separate list for bidding choice vacation slots for CCAs, in addition to the existing list for regular carriers, would increase the confusion.

The Union proposal to include CCAs as part of the complement of the percentage of carriers allowed off each week during the choice and non-choice period would fully incorporate the CCAs as part of the leave program and provide them a better

chance of getting choice leave as part of the complement than if they were on a separate list. They would make selections according to their relative standing as part of the selection process available to regular employees and would be included in the process for determining the total number of leave slots available. A number of arbitrators have made similar findings. [See USPS and NALC, B16N4BI 18045481, et. at., July 31, 2018, in which Arbitrator Cenci concluded, "Since CCAs are among the employees who participate in the leave program, it seems only reasonable that the number of slots be calculated with them in mind. Any other approach results in a smaller percentage of eligible employees being permitted to take leave each week than the percentages negotiated by the parties".]

Management expressed concern that the Union's proposal will benefit regular carriers rather than CCAs, who will not have sufficient seniority to obtain those slots, and many not have accumulated sufficient annual leave to take a week off during the choice period. Although CCAs may have difficulty accruing enough leave time to take prime time vacation, the new CCA MOU language directs the parties to include language in the LMOU that would allow CCAs to apply for and be granted prime time leave for those with sufficient leave. As part of the complement, the CCAs with sufficient leave balances, will have the opportunity to schedule a vacation during part of the choice and non-choice vacation periods.

Pursuant to the national directive, new LMOU language must consider the interests of employees and management. Management has argued that awarding leave installation-wide, has become so burdensome and unwieldy that instead leave should be handled by each station (five-digit delivery zone) rather than installation-wide. Management argued that this would provide maximum flexibility to each station's management team and an ability to respond more quickly to incidental leave requests. Moreover, Management asserted that such a system would provide CCAs with greater options for annual leave opportunities rather than having to compete for slots installation-wide. Although the evidence presented indicated that the administration of leave, especially incidental leave, has become more difficult at the New Haven Post Office, I do not find that Management has proven that it has become so unreasonably burdensome or unworkable that the over forty-year practice of awarding leave installation-wide should be handled by each five-digit delivery zone.

The Union's proposals best meet the goal of including a LMOU provision allowing CCAs to be granted leave selections during the choice and non-choice vacation

periods, while considering the needs of both employees and management. Therefore, the Union's proposed addition to Item 9 of the New Haven Local Memorandum of Understanding to add Item 9.D which states, "CCA Carriers shall be part of the complement for the number of employees allowed leave during the choice vacation period" is adopted. Furthermore, the Union's proposal to add Item 12.F which states, "CCAs are incorporated in to the overall Carrier complement for purposes of Annual Leave other than choice vacation period" is also adopted.

AWARD

Items 1 and 1.B.
The Union's Item 1 and 1.B proposals that, instead of using a reasonableness standard, carriers should have four minutes for wash-up time when the carrier leaves for the street, returns to the office, and prior to lunch break is not adopted. The language of Item 1 is to remain as is.

Items 4.B and 12.C.
Although I decline to adopt either party's proposal to change Item 4.B and Item 12.C because neither proposal meets Management's need for additional time to review daily leave requests for choice and non-choice periods, and the Union's reasonable concern that the carriers are not being provided with timely responses to their daily leave requests, I have crafted language in an effort to resolve the problems identified by both parties. Thus, the following language shall be the language used in the LMOU, unless the parties agree otherwise:

The language of Item 4.B is to be amended to read: "During the choice vacation period, requests for daily leave up to the percentage (%) allowed off must be submitted 48 hours prior to the day the leave is requested. Said requests must be acted on by 6:00 p.m. of the day prior to the day requested."

The language of Item 12.C is to be amended to read: "Requests for daily leave in the non-choice period must be submitted 48 hours prior to the day the leave is requested. Said requests must be acted on by 6:00 p.m. of the day prior to the day requested."

Items 4.D and 4.F.
Management's proposed changes to Items 4.D and 4.F, which would replace the language "installation wide" with "five-digit delivery unit basis" and enumerate the various five-digit delivery units, are not adopted. The current language of Item 4.D and Item 4.F is to remain as is.

Items 4.I and 4.L.
Management's proposals to amend Item 4.I and to add Item 4.L are not adopted. The current language of Item 4.I will remain unchanged.

Item 4.M.
Management's proposal to add Item 4.M is not adopted.

Item 6.A.
The parties have mutually agreed that the language of Item 6.A will read as follows: "Vacation week for all carriers and CCAs shall run Monday through Sunday."

Item 8.
Management withdrew its proposal for Item 8 at hearing.

Item 9.A.
The parties have agreed to amend Item 9.A by increasing the number of carriers allowed off during the choice vacation period from 15% to 16%. The parties have also agreed to expand the choice vacation period by two weeks.

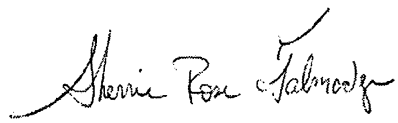
Item 9.D.
The Union's proposal to add Item 9.D which states, "CCA Carriers shall be part of the complement for the number of employees allowed leave during the choice vacation period" is adopted.

Item 12.E.
For Item 12.E, the parties mutually agreed to increase the percentage of carriers allowed off on annual leave after Thanksgiving and Christmas from 15% to 16%.

Therefore, the mutually agreed upon new language for Item 12.E will read as follows, "The two (2) days after Thanksgiving and the 1st Workday after Christmas, the percentage shall be 16% allowed off on Annual Leave."

Item 12.F.
The Union's proposal to add Item 12.F which states, "CCAs are incorporated in to the overall Carrier complement for purposes of Annual Leave other than choice vacation period" is adopted.

Respectfully submitted by:



Sherrie Rose Talmadge, Arbitrator