



## Protecting Mail Handlers Against Supervisors Performing Bargaining Unit Work

One means that NPMHU stewards and other representatives have of protecting mail handler work from encroachment by others is to ensure active enforcement of Article 1.6 of the National Agreement.

Under Article 1.6, supervisors are prohibited from performing bargaining unit work except in narrow circumstances. In post offices with 100 or more bargaining unit employees, these exceptions provide that supervisors may perform such work only (1) in an "emergency"; (2) for the purpose of training or instruction of employees; (3) to assure the proper operation of equipment; (4) to protect the safety of employees; or (5) to protect the property of the USPS. In post offices with less than 100 bargaining unit employees, the same exceptions apply; in addition, supervisors in these smaller offices may perform bargaining unit work when the duties are included in the supervisor's position description.

Here are some common questions (and answers) that arise under Article 1.6:

**QUESTION:** What is the definition of "post office" for purposes of Article 1.6?

**ANSWER:** The provisions of Section 1.6A as they relate to the proper definition of "post office" were arbitrated at the National level in case number AB-NAT-1009 (June 8, 1974). In his award, Arbitrator Howard Gamser rejected the Postal Service's position that there are stations and branches which act or function just like post offices. Arbitrator Gamser's award sustaining the grievance quoted a postal witness in a NLRB proceeding as follows:

"Post Office or postal installation is a mail processing and delivery activity under the head of a single manager. That could range from a single small Post Office to a large Post Office with several associated stations and branches which

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### Revised Shop Steward Manual

*Attached to this issue of Union Time is a compact disk containing the newly revised, March 2008 edition of the NPMHU Shop Steward Manual. It has been several years since the last update, and you will notice many changes, including citations from the Contract Interpretation Manual, updated grievance checklists, sample grievances, and many other revisions that we hope will be very beneficial to stewards and officers who represent mail handlers.*

*The changes to this Manual are the result of a special project conceived by the NPMHU Committee on the Future, and have been formulated by several members of that Committee. Special thanks are owed to Sam D'Ambrosio, National Shop Steward Trainer and Eastern Regional Vice President; Michael Hora, President, Local 321; Nick Mosezar, President, Local 318; Efraim Daniel, retired NEB member; Bill Flynn, Manager Contract Administration Department; and Michael Foster, President, Local 331.*

*We encourage you to review this revised handbook, and to use it when representing mail handlers in the grievance process in your facility.*

*Should you prefer a hard-copy version of this manual, please contact the Contract Administration Department in the NPMHU National Office.*

## Protecting Mail Handlers

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are responsible to the single manager or could include a large Post Office with many stations and branches, even over 100 stations and branches including related activities such as vehicles and motor facility or an air mail facility, all of which are part of that single postal installation."

Further, Arbitrator Gamser accepted the definition of an installation as defined in Article 38 of the 1973 National Agreement:

"...Installation. A main post office, airport mail facility, terminal or any similar organizational unit under the direction of one postal official, **together with stations, branches and other subordinate units.**"

**QUESTION:** How is it determined whether an office has 100 or more bargaining unit employees?

**ANSWER:** At the beginning of each National Agreement period, a count is made of all employees represented by the APWU, the NALC and the NPMHU to determine which offices have 100 or more employees. The resultant list — which adds together employees in all three of these bargaining units — is effective for the life of the Agreement and does not change during the Agreement. A copy of this list has been sent to all Local Unions, and is available in the National Office.

**QUESTION:** How is an "emergency" defined for purposes of Section 1.6A1?

**ANSWER:** Under the explicit terms contained in Article 3 of the National Agreement, an emergency is "an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature." Normally, an increase in mail volume is not, in and of itself, an emergency situation.

**QUESTION:** May an employee acting as a supervisor (on a 204B assignment) perform bargaining unit work?

**ANSWER:** No. An employee serving as a temporary supervisor is prohibited from performing bargaining unit work except to the extent provided by the exceptions in Section 1.6 and in the Memorandum of Understanding Re: Overtime/ Acting Supervisor-204b. For these purposes, the determination whether an employee is in a 204B status is controlled

by Form 1723, which shows the times and dates of a 204B detail.

**QUESTION:** May management terminate a 204B detail prematurely, thereby allowing the temporary supervisor to perform bargaining unit work?

**ANSWER:** Generally yes.

Management may prematurely terminate a 204B detail by furnishing an amended Form 1723 to the appropriate union representative.

In such cases, the amended Form 1723 should be provided

in advance, if the union representative is available. If not available, the union representative should be provided with the amended Form 1723 as soon as practical after he or she becomes available.

**QUESTION:** Is there a monetary remedy for violation of these contractual provisions?

**ANSWER:** Yes. A Memorandum of Understanding between the NPMHU and the USPS, reprinted at page 110 of the 2006 National Agreement, provides that where additional work hours would have been assigned to a mail handler but for a violation of Section 1.6, and where such work hours are not de minimus, the employee or employees whom management would have assigned to the work shall be paid for the time involved at the applicable rate.

*If you have any questions about a particular situation presented in your facility, please do not hesitate to contact your Regional or National CAD representative.*



# **Guide to the Hatch Act:**

## ***Restrictions on Political Activities for Mail Handlers and Other Postal Employees***

With the 2008 elections for U.S. President and Congress approaching, all NPMHU representatives must remain cognizant of the restrictions on political activities that are imposed by the Hatch Act. Thanks to changes that were first enacted in 1993, postal and federal employees are allowed to participate in a wide range of political activities. Some activities remain off limits, however, and it is important to review the rules to make sure you remain within the law as you begin each campaign season. The following list should help you remember which activities are within your legal limits and which are not.

If you have any questions, you can call the Legislative and Political Department at the NPMHU National Office or you can call 1-800-85-HATCH for more information.

### **PERMITTED**

- Register and vote as you choose
- Assist in voter registration drives
- Contribute to political campaigns and organizations
- Volunteer on or manage a partisan campaign
- Recruit volunteers for a political campaign
- Raise money for the Mail Handler PAC from other NPMHU members and their families
- Display bumper stickers, lawn signs, and other campaign signs
- Attend a political fundraiser
- Run as a candidate for office in a non-partisan election
- Volunteer, hold an office, or participate in local and state political parties
- Express your opinions about candidates and issues
- Sign petitions
- Participate in political rallies and meetings
- Make campaign speeches for a candidate in a partisan election
- Campaign for or against referendum questions, constitutional amendments, or municipal ordinances

### **PROHIBITED**

- Run for office in a partisan election
- Raise money for a candidate in a partisan election
- Host a fundraiser at your home
- Solicit political contributions in a speech
- Solicit or receive political contributions or volunteer services from a subordinate employee (unless you are members of the same labor organization)
- Engage in political activities while on duty, in a postal facility or in a postal vehicle, or while wearing an official uniform, postal badge or other postal clothing
- Wear political buttons on duty
- Coerce employees to make a contribution to a campaign
- Participate in non-Mail Handler PAC phone bank solicitations for political contributions
- Allow your name to be used on an invitation or mailing for fundraising purposes
- Display partisan posters on federal or postal premises
- Use your official title to influence or interfere with an election
- Solicit or discourage the political activities of any person with business before the Postal Service

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## Guide to the Hatch Act

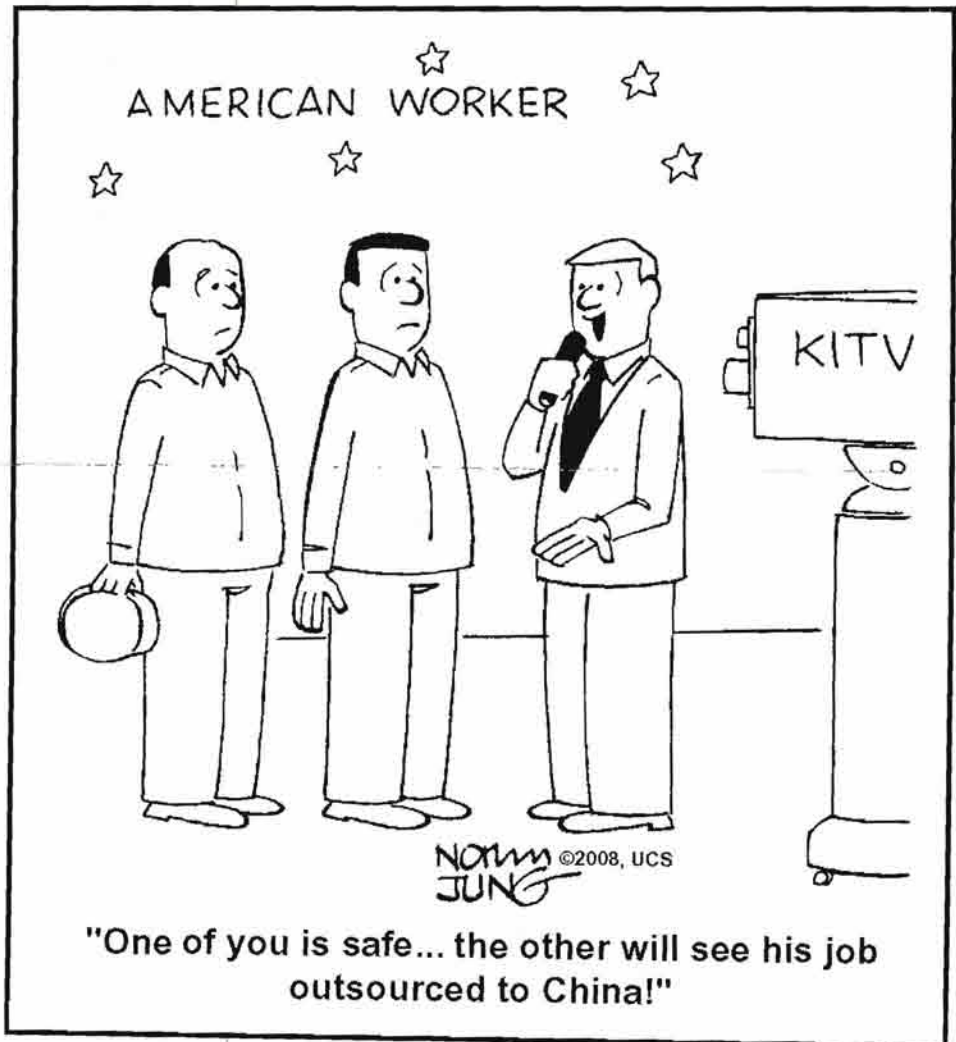
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One particularly sensitive area that has come under recent scrutiny is the use of e-mail or internet communications, especially while at work. One federal employee recently was suspended for forty days without pay because he distributed — while on duty in a federal office building — a partisan political e-mail to his co-workers, encouraging them to attend an event at which a candidate for office would be speaking. If you seek to use such electronic communications, please be certain that you are doing so from home or another personal computer, and that you do not encourage others to forward your communication while at work in a postal facility.

You should be aware that the Office of Special Counsel, an agency of the federal government which is charged with investigating cases of improper political activities by federal and postal employees, has adopted some very extreme positions, especially with regard to the use of blogs and social networking sites. Blogging about politics at work clearly is prohibited, but even blogging during off-duty hours while at home could be a problem, according to the Special Counsel. This is because many campaign-related websites or blogs contain buttons or links seeking donations to the campaign, and the prohibition on seeking partisan campaign contributions is applicable at home or at work. The only exception is that you may solicit contributions for a partisan political campaign from NPMHU members and their immediate family while off the clock, and not

on postal or union property, and not using postal or union facilities. You may, however, use union facilities and union resources to solicit money for the NPMHU PAC, which is nonpartisan.

So when exercising your political rights during the 2008 campaign season, please do so fully, but with caution.



**Past Issues of *Union Time* are now available for your convenient reference on the Mail Handlers website by accessing **MAILS**.**

# Summaries of Arbitration Decisions

*“The great aim of education is not knowledge but action.”*

~ Herbert Spencer

A good Union representative is always learning, not only from his or her own experience, but also from the experiences of others.

All of our Union brothers and sisters depend on their Union representatives to present their grievances and arbitrations in an effective manner. And one way to keep alert to alternative approaches and strategies is to read the results — the wins and the losses — of actual arbitration decisions. Indeed, frequently the eventual outcome of an arbitration hinges on the quality of the grievance investigation and documentation that is initially completed by the Union steward.

Your best source to obtain copies of actual arbitration awards is the NPMHU’s own web-based MAILES system (Mail Handlers Arbitration Interactive Library Search System). If you have not done so already, sign up for your own username and password on the NPMHU webpage. MAILES is fully searchable, and it is a valuable resource that every Union representative should be taking advantage of. Should you need more information about the MAILES system, please feel free to contact the Contract Administration Department at NPMHU Headquarters in Washington, DC.

**DISCLAIMER:** *The arbitration awards described might be helpful to you; but remember, these are summaries only. You should review the complete decision before deciding whether and how a particular decision might help in the handling of a pending grievance or arbitration.*

## No 200 Man Year Threshold for Maximizing FTRs from PTFs (Arbitrator Javits, 2/28/2007)

**GRIEVANT:** Class Action (Rochester L&DC)

**CASE NO.:** USPS: BOOM-1B-C0610243

**BACKGROUND:** This grievance alleged that the Postal Service violated Article 7.3 of the National Agreement by failing to convert 21 part-time flexible mail handlers (PTFs) who worked at least eight (8) hours a day and forty (40) hours a week to full-time positions. All of these PTFs worked at the Rochester L&DC for at least six months. The Union claimed that, under Article 7.3, the parties agreed to maximize the number of full-time regular mail handlers and minimize the number of part-time flexible mail handlers, and by failing to convert these PTFs to full-time positions, the Service violated Article 7.3.

Article 7.3 of the NPMHU-USPS National Agreement provides as follows:

*The Employer shall staff all postal installations which have 200 or more man years of employment in the regular work force as of the date of this Agreement with 90% full-time mail handlers. For the purposes of this section, part-time regular mail handlers are not to be considered a part of the full-time or part-time work force for the purposes of the percentage referenced above. The number of part-time regular mail handlers who may be employed in any period in a particular installation shall not exceed 6 percent of the total number of employees in that installation covered by this Agreement. The Employer shall maximize the number of full-time employees and minimize*

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*the number of part-time employees who have no fixed work schedules in all postal installations. A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week over a six-month period will demonstrate the need for converting the assignment to a full-time position."*

The Postal Service insisted that the Rochester L&DC was not an installation with more than 200 or more man years of employment in the regular work force. For that reason, it insisted that the maximization provision of Article 7.3 was not applicable in the instant case.

**ISSUE:** Did the Postal Service violate Article 7.3 of the National Agreement by not converting part-time mail handlers to full-time positions when they otherwise met the criteria for conversion? If so, what shall be the remedy?

**AWARD:** The rights and obligations found in the fourth sentence of Article 7.3 of the National Agreement are separate and independent from the requirement that the installation meets the "200 or more man years" threshold. The Union has established that the part-time flexible employees have met the criteria of Article 7.3 to be converted to full-time employees. The grievance is sustained and the remedy requested by the Union is granted.

**OF NOTE:** The NPMHU argued that the parties to the National Agreement agreed in Article 7.3 to the common objective of eliminating part-time flexible mail handlers to the maximum extent possible. However, in the instant case, the Service has ignored its Article 7.3 maximization obligations by failing to convert any of the PTFs to full-time positions at the Rochester L&DC.

The Union urged the Arbitrator to reject the contention that management is only required to maximize the number

of full-time employees at facilities which have more than 200 man years of employment, and instead argued that the maximization principle set out in Article 7.3 is a stand-alone provision which exists independently of the rest of Article 7.3. Indeed, the fourth sentence of Article 7.3 provides that "the Employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations," and this provision's reference to "all postal installations" must be dispositive.

In contrast, the Postal Service argued that the maximization sentence of Article 7.3 is a statement of principle which may only be considered once it has been established that the facility in question has met the 200 man year threshold. In essence, according to the Postal Service, the Union must establish that the facility to which the grievance relates meets the 200 man years requirement before the rest of Article 7.3 becomes applicable. In the instant case, the Rochester L&DC has not been classified as a facility with more than 200 man years. For that reason, the Service argued that the grievance before the Arbitrator was not even arbitrable. To support this contention, management submitted arbitral authority (including two APWU decisions, and one NPMHU decision that merely followed the earlier APWU cases) holding that all of the sentences of Article 7.3 must be read together and cannot be separated as the Union requests.

The Arbitrator adopted the Union's reasoning, and rejected all of management's contentions. He based his decision on an analysis of the five sentences of Article 7.3. The language and structure of Article 7.3 points in the direction of treating its fourth and fifth sentences independently of sentence one. Fortunately, and conclusively, the joint Contract Interpretation Manual (CIM) adopted and distributed by the NPMHU and the USPS also provides guidance on this issue. The CIM begins by discussing how and when the "200 or more man years" is to be computed. The next paragraph provides, "As outlined below, Section 7.3 contains additional provisions,

*applicable to offices of any size*, which provide for the creation of full-time positions.” (Emphasis added). The CIM then specifically recites those applicable provisions: the maximization provision (sentence four of article 7.3) and its specific application (sentence five of Article 7.3). Thus, by its explicit terms, the CIM articulates the parties’ joint interpretation that the last two sentences of Article 7.3 apply to “offices of any size.” The preface to the CIM and Article 15.4A6 also make it clear that the “positions of the parties contained in the CIM are binding on the arbitrator in any regional level arbitration case . . . in which the CIM is introduced.”



Based on these provisions, the Arbitrator is obliged to apply the CIM to the instant case. Here, the CIM is clear: the last sentence of Article 7.3 is separate and independent from the first sentence’s installation-size threshold.

Finally, the Arbitrator specifically rejects the reasoning of the prior arbitration decisions, noting in particular that the joint contract manual issued by the APWU and the USPS does not contain the clear language contained in the CIM issued by the NPMHU and the Postal Service. The CIM is clear, and the CIM is controlling.

## Converting Part-Time Flexible to Full-Time Regular (Arbitrator Holden, 3/26/2008)

**GRIEVANT:** Class Action (Brooklyn GMF)

**CASE NO.:** USPS: AOOM-IA-C 07088499

**BACKGROUND:** This grievance, arising out of the Brooklyn GMF in Brooklyn, New York, claimed that 22 assignments be posted for bid and any future assignments meeting the criteria outlined in Article 7.3 be posted for bid. In its post-hearing brief, the Union, upon a thorough review of documents, amended that request to ask for 33 full-time assignments.

The fundamental question posed by this case was whether or not a number of part-time flexible employees (PTFs) working for the Postal Service for at least six months should have been converted to full-time regular (FTR) status. The Union alleged that during the period running from Pay Period 21 in 2006 through Pay Period 8 in year 2007, 33 of the 39 PTFs working in the facility should be converted to FTR positions. The Union further alleged that those 33 PTFs worked either full-time hours themselves or, in the aggregate, the equivalent of 33 full-time positions.

Article 7.3 reads in pertinent part as follows:

*The Employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations. A part-time flexible employee working eight (8) hours within ten (10), on the same (5) days each week over a six month period will demonstrate the need for converting the assignment to a full-time position.*

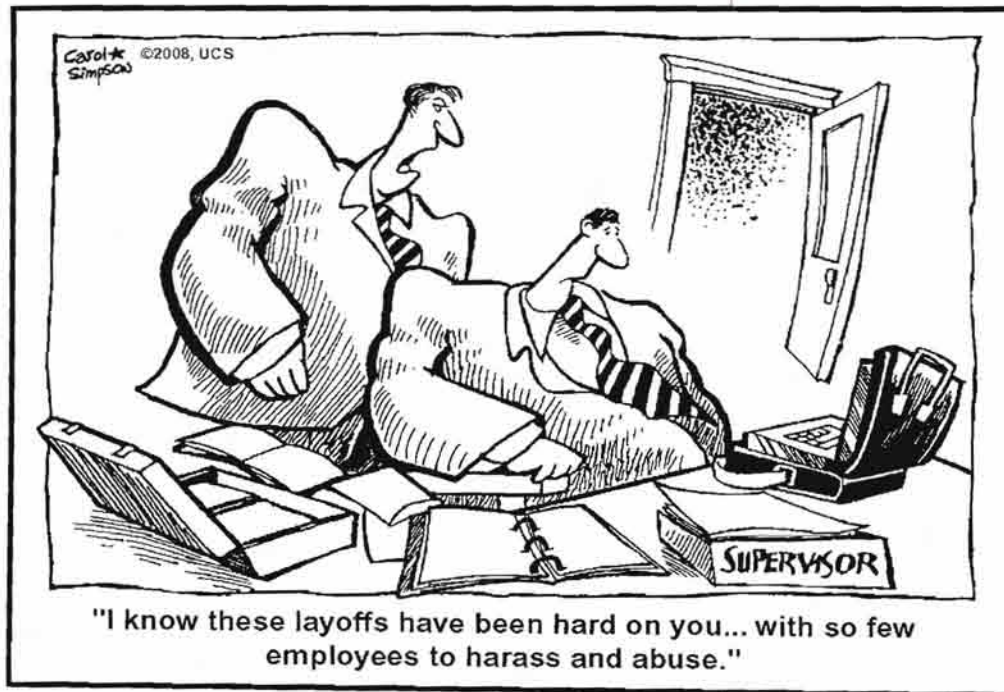
At the hearing, the parties engaged in discussions about the meaning of the documentation submitted and the most effective way to make sense of it. The parties did not call any witnesses; rather, they agreed to submit post-hearing briefs and to let the documentation speak for itself.

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The documents submitted covered the pay periods mentioned above. Both parties summarized the Weekly Summary Reports of each employee's daily hours. The spreadsheet produced by the Postal Service indicated that none of the "PTFs who began in 2006-21-1 worked the same 5 days for the six month period." The Union's spreadsheet demonstrated the aggregate PTF 052-00 work hours for the six-month period in question, and urged that 33 FTR positions were justified as a result of those hours. Finally, in its post-hearing brief, the Postal Service reported that, during the course of this grievance process, thirty-one (31) PTFs have been converted to FTR positions.



**ISSUE:** Did the Postal Service violate Article 7.3 of the National Agreement and/or any supplements thereto? If so, what shall be the remedy?

**AWARD:** The grievance is sustained. The Postal Service violated Article 7.3 by not converting the class of PTFs to FTR positions. The parties shall complete the conversion process in accordance with guidelines outlined in the award.

**OF NOTE:** The Union's position is that, under Article 7.3, the test for whether the use of FTRs has been maximized and PTFs have been minimized is the aggregation of the hours worked by the PTFs. The Union argued that any other method is susceptible to manipulation by management.

The Postal Service argued that, in this case alleging a contract violation, the burden rests with the Union to demonstrate the clear language that supports its contention, and that the Union did not meet that burden. Instead, management argued that the language of Article 7.3 is clear: a part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week over a six month period, will demonstrate the need for converting the assignment to a full-time position.

The Postal Service argued that this language makes it clear when a full-time position must be available for converting a PTF. It argued that "not one PTF has worked 8 hours within 10, on the same 5 days in the six month period." The Postal Service offered as evidence its spreadsheet covering the entire six-month period. The Arbitrator notes that, since the filing of the grievance, thirty-one of the PTFs who constitute the majority of the class represented by the Union have been converted unilaterally by the Postal Service

to FTR positions. The task at this point is to examine the meaning of Article 7.3 in the context of the specific facts presented here. A review of arbitration decisions submitted by both parties assisted the Arbitrator.

In one NALC case in particular, none of the five PTF carriers, as individuals, met the contractually established formula. However, by combining their individual schedules, the arbitrator found that three carrier routes had been fully

manned by the PTFs for the requisite six-month period pursuant to the formula. Thus, that arbitrator held that coverage of the PTFs as a group was sufficient to demonstrate the basis for the creation of three full-time positions, since management had the "unilateral discretion" to determine "which PTF works where," and hence, "could circumvent the formula by simply assigning a different PTF each week to a particular route." The arbitrator went on to say that he found this reasoning persuasive and consistent with the spirit and intent of Article 7.3. In other words, Article 7.3 does not specifically require that any particular PTF meet the criteria of the formula.

Another arbitrator relied on a long series of awards in similar cases, in which "the fact that a PTF did not strictly meet the 'eight (8) hours within ten (10), on the same five (5) days each week and the same assignment over a six month period' did not defeat a claim that the Service failed to meet its obligation to maximize the number of full-time employees." Rather, he concluded, the formula is "one of the ways of demonstrating the need to maximize." If it were the only way, the arbitrator concluded, then there would be no need for the obligation to "maximize" that is set forth in the sentence preceding the formula.

## **M-32 Proper Swiping Procedures (Arbitrator LaLonde, 4/16/2008)**

**GRIEVANT:** Class Action (Essex Junction, VT)

**CASE NO.:** USPS: B06M-1B-C 07336948

**BACKGROUND:** The Union argues that the Postal Service is failing to properly record work hours of members of the mail handlers craft. The Union states that the Service frequently moves employees from one operational area to another during the course of their work day, but does not allow employees to swipe out of the operation they are leaving or into the particular operation to which they are being transferred. The Union points out that the MODS Manual (M-32) is clear and unambiguous in setting forth requirements on management to adequately and accurately

assign and measure work of employees under the various specific operational codes for work performed in the facility. In short, the Union contends that the Postal Service is violating Articles 12 and 19 of the National Agreement which, the Union asserts, incorporates by reference the M-32 MODS Manual.

**ISSUE:** Did the Postal Service violate Articles 12 and 19 of the National Agreement regarding proper swiping procedures? If so, what shall the remedy be?

**AWARD:** The Postal Service violated Articles 12 and 19 of the National Agreement, which does incorporate the M-32 MODS Manual regarding proper swiping procedures for members of the mail handler craft. The Postal Service shall immediately implement the proper swiping procedures, and shall apply them to all craft employees.

**OF NOTE:** It was noted for the record that both parties chose during the arbitration hearing not to present any witnesses regarding their allegations, defenses, and proofs in the instant matter. Both parties stated that the case file is complete and fairly and adequately represents the positions, arguments, and proofs that the parties wish to submit for determination in this matter. Therefore, the record to be reviewed consists of the grievance record/moving papers and data attach thereto, as well as six exhibits offered by the Union relating to operation codes for electronic time keeping and various sections of the M-32 MODS Manual.

The Union asserts that the Service's failure or refusal have mail handler craft employees properly swipe out and into new assignment areas has a negative impact on the Union and the employees. The Union points out that, by not requiring the proper swipe out and swipe in for craft employees, the Service is creating and treating craft employees as a general labor pool from which management freely and indiscriminately shifts people around regardless of their primary work responsibilities. In this regard, the

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Union notes that Article 12.2 is clear that craft employees are not a labor pool, but rather mail handlers have specific duty assignments where they have primary or regular duties identified with the work assigned as part of their regular duty for the position. The Union further states that craft employees must have specific duty assignments that are subject to bid under Article 12. Duty assignments to bid cannot be considered "general labor pool" identification. The MODS program is supposed to accurately track specific work and operations codes for distinct types of work employees perform in the facility. This is done to track work hours and to understand the accurate distribution of work and specific work needs, and this impacts the craft because this data is supposed to provide the basis for work analysis and position needs. Treating the craft employees as a labor pool not only violates the principles of duty assignments and bidding requirements but also has direct impact on the craft because there are no accurate or reliable data to show where and/or how much time craft employees are expending in various operational code designations. This bears directly on the Union and the National Agreement because this data can be used either to justify present complement and work distribution or to demonstrate the need for work assignment adjustments or augmentation. MODS data is essential to the creation of jobs and job duties at the facility, and MODS is the only accurate database that can be relied on when the Union asserts a claim for a posted job assignment. If craft employees have a base clock-in and then work other jobs (without swiping), the Union will have no data to support where and how much time employees are working and whether or not job duties (or bid assignments) need to be created to support where employees are being asked to work.

In short, without proper swiping and accountability, questions about job assignments, hours of work, and related topics are reduced to argument in the absence of fact.

The Union further argues that not only are Manuals incorporated by reference into the National Agreement, but also Manuals represent mandates for all USPS offices and facilities. The M-32 clearly requires the complete, accurate, and proper recording of work hours.



The utilization of MODS is not optional on the part of the Service or any of its facilities. The Service simply is not abiding by its own strict requirements. Also, nowhere in the M-32 does it indicate that each facility can modify, ignore, or otherwise "tailor" the recording requirements to suit its own whims.

The Union is not grieving for the immediate creation of new job assignments, but rather to end disparate treatment of mail handler employees compared to other crafts due to the failure or deliberate decision of the Service not to require or properly record actual work assignment duties and hours.

Among the arguments presented to dispute the Union's claim, the Postal Service notes the following points:

1. There is no contract violation to be found.
2. Grievances must be based on allegations affecting wages, hours and working conditions. The MODS is a time accountability data system with no connection to legitimate bases for a grievance claim.
3. The Service states that the M-32 Manual (and other manuals) exist primarily as a management tracking tool and that they are not relevant to craft jurisdiction.
4. The size of the facility and number of mail handler employees makes it impractical to have them swipe to all known operations <sup>it</sup>they might perform.
5. The majority of mail handler employees move from task to task very frequently and it would be impracticable to continually swipe.
6. Employees that are in a more "dedicated" operation do swipe to those operations. Each postal office/facility tailors the MODS guidelines to fit their own situation.
7. Mail handlers do swipe in and out of what is considered higher level work, but they are the only mail handlers who need to follow the MODS and that is primarily done for the purpose of supervisor awareness and approval of the work.
8. The swiping of an employee's badge each time they move to another operation is not mandated. The Union has not demonstrated any harm to unit members and the grievance should be denied in its entirety.

Article 19 incorporates all manuals as they relate to wages, hours and working conditions. MODS tracks work hours to identify where work is done and how much time is allocated to those specific operations. It is used to project work hours for planning purposes. Just these elements have the potential to impact wages and hours, which are a valid Union concern.

Article 12 speaks to duty assignments and bids. It is a legitimate concern of the Union to be able to see data to demonstrate whether other operational assignments are impacting the type and amount of work specified in a job duty assignment, as well as providing accurate information to be able to bid on what a job assignment entails. Further, the Union has a legitimate interest in how much time is being utilized in areas outside the bid duty assignment parameters, and whether this is significantly impacting the nature and description of the duty assignment responsibilities for that bid. The Union has convincingly demonstrated a nexus between the MODS reporting system and anticipated or unforeseen impact on craft wages, hours, and conditions of employment.

