

NATIONAL ARBITRATION
BEFORE IMPARTIAL ARBITRATOR STEPHEN B. GOLDBERG

In the Matter of Arbitration)	
)	
between)	
)	
UNITED STATES POSTAL SERVICE)	Case No. Q10C-4Q-V 013265789
)	and
)	Case No. 10V-4Q- C 13184778
)	SEAM
and)	
)	
AMERICAN POSTAL WORKERS)	
UNION, AFL-CIO)	
)	

BEFORE: Stephen B. Goldberg, Arbitrator

APPEARANCES:

United States Postal Service: Katherine S. Attridge, Attorney; Erin Lynch, Attorney; Leigh Hsu, Labor Relations Specialist; James Lloyd, Labor Relations Specialist

American Postal Workers Union, AFL-CIO: Darryl J. Anderson, Attorney (O'Donnell, Schwartz & Anderson, PC)

Place of Hearing: APWU, 1300 L St., NW Washington, D.C. 20005

Hearing Dates: October 11-12, 2016

Date of Award: February 3, 2017

Relevant Contract Provisions: Articles 1.6, Article 3. Article 7.2

Contract Year: 2010-2015

Type of Grievance: Contract Interpretation

SUMMARY OF AWARD

1. The Postal Service implementation of SEAM violated neither Article 1.6 nor Article 7.2 of the Agreement.
2. The Union is not time-barred from asserting that the Postal Service violated Article 19 in Implementing SEAM.
3. SEAM did not lead to changes in Handbooks PO-701 or EL-201.
Accordingly, the Postal Service did not violate Article 19 in implementing SEAM without providing Article 19 notice to the Union.



Stephen B. Goldberg, Arbitrator

February 3, 2017

I. STATEMENT OF FACTS¹

A. VMFs and the Motor Vehicle Craft

The Postal Service maintains a fleet of approximately 225,000 vehicles, including semi-tractors, large cargo vans, long-life vehicles (LLVs), and commercially available vehicles. Members of APWU's Motor Vehicle Craft are responsible for maintaining postal vehicles at over 300 VMFs across the country.

Employees in the Motor Vehicle Craft generally fall into two categories – (1) clerical employees (including General Clerks, Tool & Parts Clerks, and Storekeepers) and, (2) automotive technician-type employees (including Garagemen, Mechanics, Technicians, and Lead Technicians). On the clerical side, General Clerks are responsible for various administrative functions in the VMF, including maintaining certain records. Storekeepers manage the stockroom and issue vehicle parts. Tool & Parts Clerks assist Storekeepers with various stockroom activities, including issuing parts.

With varying levels of responsibility, Garagemen, Mechanics, Technicians, and Lead Technicians diagnose, repair, and maintain vehicles. Lead Technicians also provide oversight to other technicians and can perform preventive maintenance inspections (PMIs) – scheduled routine maintenance of postal vehicles. Technician-type employees (hereafter technicians) are required to record their activities on a work order.

B. Implementation of SEAM in the VMFs

Prior to 2012, records of activity in the VMFs were maintained in a system called the Vehicle Management Accounting System (VMAS). VMAS was a computer system with limited capabilities that only produced reports in hard

¹ The Statement of Facts is drawn from the Postal Service brief, and consists of those facts which are not in dispute. The evidence on disputed factual matters is set out subsequently.

copy. The Postal Service sought advanced, customizable reporting capabilities and had searched for a VMAS replacement for a number of years.

By 2010, the Postal Service was exploring SEAM (Solutions for Enterprise Management), a commercial off-the-shelf asset management system developed by Oracle. SEAM was to be used for planning, fulfillment, and service management in various functions within the Postal Service, including the VMFs. The Postal Service worked with system developers and Supply Management to customize SEAM for the VMFs, and began piloting SEAM at several VMFs in February 2012. Full national implementation of SEAM at the VMFs began in May 2012, and was completed in November 2012.

C. Differences Between SEAM and VMAS

The introduction of SEAM changed the way in which information was recorded from the manual, hard copy process used in VMAS to an electronic process. As a result, some of the methods and processes associated with work in the VMFs changed.

1. The work order process under VMAS

Under VMAS, a Supervisor or a Lead Technician would generate a work order (Form 4543) for a vehicle, whether the work was a PMI (Preventive Maintenance Inspection) or unscheduled maintenance. The technician to whom the work order was assigned would manually record the labor he/she performed on the vehicle on the Form 4543, including the actual repair time for each function. If the work performed was a PMI, the technician would also use a Form 4546 (an inspection checklist) to make notes about the work to be performed.

If parts were needed for vehicle maintenance, the technician would write the name and quantity of the needed parts on Form 4543. The technician would then give the work order to the Storekeeper or Tool & Parts Clerk, who would gather the needed parts and write the part numbers on the work order. According to the uncontradicted testimony of Michael McDonald, a Storekeeper at the

Boston VMF, this work occupied between two and three hours per tour of each Tool and Parts Clerk's time.

Once the work order was complete, the technician would turn the work order over to a supervisor, who would review the work order and sign it. A Clerk would then enter the handwritten data on the work order into the VMAS system computer.

2. The work order process under SEAM

Under SEAM, work orders are electronic, and are maintained on a computer. Work orders for PMIs are automatically generated when a vehicle is due for a PMI. Work orders for unscheduled maintenance continue to be generated by the employees who generated them under VMAS – typically Supervisors and Lead Technicians.

Electronic work orders can be accessed on a computer located in a computer kiosk. In principle, there should be a computer kiosk for every two work bays; in practice, there may be fewer computer kiosks than that.

The technician assigned to work on a maintenance job records the work he or she performs and the labor time involved by selecting, from a drop-down menu, the work description that most closely resembles the work performed. SEAM then populates the work order with the estimated repair time (ERT) for that work. Actual repair times (ARTs) are calculated and recorded by SEAM, using a stopwatch built into the system. If the work performed is a PMI, the technician, as he or she did under VMAS, uses a hard-copy Form 4546 to take notes about the work to be performed prior to completing that work and entering it on the computer.

If parts are needed during the maintenance of a vehicle, the technician orders the parts he or she needs by selecting either the part number or description of the part from a drop-down list in SEAM. Once the technician has selected the needed parts and the desired quantities of each, he/she selects "print pick list," and a list of requested parts (with their inventory location) is sent

to the stockroom. The Storekeeper or Clerk then selects the parts in the stockroom, logs in to SEAM, and issues parts for the work order. The technician assigned to perform the work then picks up the parts and performs the necessary maintenance. Once the work is complete, the technician submits the work order electronically to his or her supervisor, who reviews it and closes it in the SEAM system.

3. SEAM access levels and the SEAM Coordinator Guide

The SEAM software features different access levels, which determine the activities employees may perform in SEAM. Access levels include SUPV, CLERK, LT/CLERK, LEAD TECH, TECH, and STOREKEEPER. These access levels do not directly correspond to positions. They were designed to comply with the Sarbanes-Oxley Act by maintaining separation of duties pursuant to the requirements of that Act.

SEAM was implemented with a companion SEAM Coordinator Guide that provides screen shots and step-by-step descriptions of how to perform various activities in SEAM. The Coordinator Guide indicates which access levels are able to perform which functions in the SEAM system.

D. Notice to the Union About SEAM

Beginning in 2010, the Postal Service and the Union engaged in correspondence and discussions about SEAM. The key dates of these communications were:

- **March 26, 2010** – The Postal Service sent a general interest notice to the APWU that the Postal Service would be rolling out a commercial off-the-shelf planning solution called SEAM for planning, fulfillment, and service management.
- **December 3, 2010** - The Postal Service sent the Union notice about a computer wiring upgrade at the VMFs, which stated that computers would be used by VMF technicians to enter vehicle work order information, parts requests, and labor operation transactions.

- **April 18, 2011** – The Postal Service received an information request from the Union asking about a pilot program called SEAM in which computers were being used by Mechanics and Automotive Technicians in the VMF.
- **May 2, 2011** – The Postal Service responded to the Union’s information request. The Postal Service indicated that SEAM was still in development and a pilot had not been initiated. The response included a PowerPoint presentation on SEAM, which compared SEAM and VMAS. The PowerPoint stated that deployment of SEAM would occur in early 2012.
- **June 29, 2011** – The Union sent a second request for information about SEAM. In its letter, the APWU requested a briefing on the SEAM program and its anticipated impact.
- **September 13, 2011** – The Postal Service responded to the Union’s information request, stating that SEAM was an Oracle web-based application, technicians would be able to directly interface with SEAM, and that SEAM would be completed by February 2012.
- **November 3, 2011** – Representatives from Postal Service Labor Relations and Kirby Cothren, a Postal Service Senior Fleet Operations Specialist, met with the APWU to walk through the May 2, 2011, SEAM PowerPoint presentation and to answer any questions the Union had about SEAM.
- **January 24, 2012** – The Postal Service followed up with the APWU on the November 3 meeting, sending a rollout schedule for SEAM, as well as stand-up talks to be provided to bargaining unit employees prior to the rollout.
- **February 7, 2012** – The Postal Service e-mailed Michael Foster of the APWU, advising him that there would be no impact on the bargaining unit as a result of SEAM, but that some activities previously performed manually by technicians would now be electronic.
- **April 18, 2012** - The APWU conducted a site visit to observe the Kansas City VMF SEAM. At that point, SEAM was deployed at six pilot sites.
- **June 20, 2012** – The Postal Service provided the APWU with un-redacted copies of Decision Analysis Reports for SEAM.

II. DISCUSSION

A. Introduction

The Union asserts that the Postal Service introduction and implementation of SEAM at Vehicle Maintenance Facilities violated the Agreement in the following respects:

1. The Postal Service reassigned bargaining unit work across occupational groups and levels, and created a new work assignment called Lead Tech/Clerk, both in violation of Article 7.2.
2. The Postal Service assigned bargaining unit work to supervisors in violation of Article 1.6.
3. The Postal Service violated Article 19 by failing to comply with that Article before it implemented SEAM.

B. Did SEAM result in the reassignment of bargaining unit work across occupational groups and levels?

1. Evidence and contentions of the parties

The core of the Union's argument on this point relates to the manner by which technicians order parts under SEAM as compared to the manner by which they did so under VMAS. For, according to the Union, the SEAM method results in a transfer of work from stockroom employees (Tool and Parts Clerks and Storekeepers) who are in one occupational group, to technicians, who are in another occupational group, thus violating the Article 7.2 prohibition on transfers of work across occupational groups or levels.²

² It is well-established that Article 7.2, with limited exceptions inapplicable here, forbids the assignment of work across crafts or occupational groups. See Case No. QOOT-4Q-C 06082523 (Das, 2013).

It is undisputed that under VMAS when a technician determined what parts were needed to perform repair or maintenance work, the technician would write a summary description of those parts on the work order (“ignition coil”, “starter”, “front brake pads”, “distributor”, “water pump”, etc.), and take the work order to the stockroom. The Storekeeper or Tool and Parts Clerk would then determine the correct parts for the vehicle involved, write the part numbers on the work order, pull the parts from inventory, and either give the parts to the technician who had requested them or put them aside for the technician who would eventually install them.

It is equally undisputed that under SEAM, a technician who needs parts for a work order does not submit a handwritten work order to a stockroom employee containing a summary description of those parts. Instead, the technician completes the work order electronically, using a computer kiosk located in the workroom. If the technician needs parts, he/she goes to an electronic drop-down menu of parts to search for and select the correct part from a menu that may contain several parts that appear to correspond to the part needed. Once the technician selects a part, the computer program populates the work order with the part number. (The technician may also search for the correct part by going to a drop-down menu containing part numbers, but doing so is typically more difficult than is searching by the part name.) When the technician has entered all the parts he/she needs on the electronic work order, the technician clicks on the Print Pick List button. The work order is then electronically sent to the storeroom, where the parts are pulled and set aside for the technician as was done under VMAS.

Lawrence Tynan, a Level 9 Automotive Technician at the Tampa VMF, testified that in September 2013, when SEAM was installed in Tampa, it took him an hour to choose parts for a work order. His ability to choose parts on SEAM has improved, but it still takes him approximately 20 minutes to select the necessary parts for each work order. As a result, he is able to perform less vehicle maintenance and repair work than he could when work orders were filled under VMAS. According to Mr. Tynan, “The work I do now is actually what the people in the storeroom used to do.” Mr. Tynan also testified that prior to the implementation of SEAM, there were seven Clerks at the Tampa VMF, and there are now only four Clerks.

According to Michael McDonald, a Level 8 Storekeeper at the Boston VMF, the technicians in Boston often become frustrated when they cannot find correct parts on SEAM. As a result, they come to him for assistance in doing so. At other times, technicians may pick the incorrect part, leading to problems for him in managing the parts inventory. Mr. McDonald also testified that Body and Fender Repairmen and Painters, each of whom have technician access to SEAM, also order parts directly on SEAM, though less frequently than Garagemen, Automotive Technicians, and Lead Automotive Technicians.

Senior Fleet Operation Specialist Kirby Cothren, who was the sole Postal Service witness, has been the Postal Service point person on SEAM in the VMFs since 2011. According to Mr. Cothren, one of the requirements that the Postal Service communicated to the SEAM developers was that the installation of SEAM in a VMF should not change the work that employees performed, but only the manner in which they did so, moving to the extent possible from manual completion of work orders to electronic completion of work orders. Mr. Cothren also testified that if a technician needed assistance in finding a part in the electronic parts menu, he/she could ask a stockroom employee for such assistance.

The introduction and implementation of SEAM, an electronic asset management system, in place of VMAS, a hard-copy system, unquestionably changed the manner in which certain bargaining unit employees performed their work. The Postal Service position is that these changes fell squarely within its Article 3 rights to “direct employees in the performance of their . . . duties”, to “maintain the efficiency of [Postal Service] operations”, and to “determine the method, means, and personnel by which its operations are to be conducted”. As Arbitrator Mittenthal stated in *U.S. Postal Service and APWU*, No. H1C-NA-C 49 (1983), management’s rights under Article 3 include the right to determine “new ‘methods’, new ways of doing things”. That, the Postal Service asserts, describes the introduction of SEAM.

The Postal Service concedes that Article 3 management rights are constrained by the limitations imposed by other provisions of the Agreement.

Among those limitations is Article 7.2, which bars the transfer of work among occupational groups. Indeed, the existence of such limitations is implicitly recognized in Mr. Cothren's testimony that the Postal Service directed SEAM developers that the installation of SEAM in a VMF should not change the work that employees performed, but only the manner in which they did so.

2. Discussion and Decision

Contrary to the Union's contention, the essential nature of the work performed by technicians and stockroom employees under SEAM is not meaningfully different than it was under VMAS. To be sure, because SEAM contains a drop-down parts menu, technicians using SEAM have the capacity to be more precise in selecting parts for a work order than they typically were in using VMAS, but they are not required to be more precise. Mr. Cothren testified that if a technician needs assistance in finding the correct part, he/she may ask stockroom employees for assistance, and Mr. McDonald testified that the technicians often do request such assistance. In brief, technicians continue to indicate, to the best of their ability, the parts needed to fill work orders, and stockroom employees continue to determine exactly which parts are required, and to find those parts.

To be sure, it may require more time for technicians to indicate what they believe to be the correct part in the SEAM drop-down menu than it did to write a summary part description under VMAS. At most, however, that suggests that the Postal Service decision to require technicians to select parts on the computer was unwise, not that it violated the Agreement. The evidence does not demonstrate that the changed manner in which technicians select parts for a work order has resulted in a transfer of work across occupational groups -from stockroom employees to technicians - and absent such a showing there is no violation of Article 7.2.³

³ Mr. Tynan testified that there are fewer Clerks in the Tampa VMF under SEAM than there were under VMAS. Assuming Mr. Tynan's testimony to be accurate, there is no evidence that this reduction in Clerk employment in Tampa was the result of the transfer of work across occupational groups. Nor is there evidence of a reduction in Clerk work at other VMFs. The Union pointed to the 2009 and 2011 Decision Analysis Reports, which anticipated a reduction in Clerk craft hours at VMFs as a result of SEAM. There is no record evidence, however, that the predicted reduction in Clerk hours has occurred.

C. Did the Postal Service created a new work assignment called Lead Tech/Clerk?

1. Evidence and contentions of the parties

The SEAM Coordinator Guide allows four categories of bargaining unit employees to request parts on SEAM – Lead Technician, Technician, Clerk, and Lead Tech/Clerk. The position of Lead Tech/Clerk did not exist under VMAS, and it is the Union’s contention that the Postal Service has violated Article 7.2 by creating a new position in SEAM that combines the functions of a Lead Technician and a Clerk.

In support of its argument, the Union relies primarily on the testimony of David Cook, a Lead Tech/Clerk and Union Steward at the St. Paul VMF. According to Mr. Cook, when SEAM was implemented at St. Paul, all Lead Techs were designated by management as Lead Tech/Clerks. As a result, he testified:

It allowed me the access to perform duties that, pre-SEAM, could only be performed by a General Clerk or a stockroom personnel, issuing parts. It allowed access to change PMI cycles in the system, which was only performed by the General Clerks in VMAS. I could change mileage in the system. Virtually any access that the General Clerk or stockroom employee had, I could access now.

In the fall of 2013, Mr. Cook filed a grievance protesting the assignment of a Lead Tech/Clerk to staff the stockroom at a time when management was seeking to hire a Clerk to fill a storeroom vacancy. In connection with that grievance, Mr. Cook filed a Request for Information. Management’s response to that Request stated, in part:

It is the Lead Tech Clerk role in SEAM to assist the stock room when necessary. . . . We have been operating this way for years on an as needed basis.

Management also provided Mr. Cook with a document entitled “Role of the Technician in SEAM”, which stated that the duties of the Lead Tech/Clerk are to “perform vehicle repairs, assign work to others, and may provide backup coverage to the stockroom.” Mr. Cook conceded that providing back-up coverage in the storeroom was work that had been performed by Lead Technicians in the past, “but only on a very limited basis, only when the General Clerk or Tool and Parts Clerk was not there, that was the very last resort”.

The Union also presented the testimony of Lead Tech Larry Tynan, Deputy Craft Director of the Motor Vehicle Craft at the Tampa VMF. According to Mr. Tynan, management at the Clearwater VMF directed all Lead Techs who were searching for parts and entering those parts on a work order to use account code 62 “Tech Covering Clerk” to record the time they spent doing such work. Mr. Tynan conceded that this practice was not followed in Tampa, where all time spent searching for and ordering parts is charged to the vehicle on which the parts are to be installed. The practice in St. Paul, according to Mr. Cook, is similar to that in Tampa, not that in Clearwater.

According to Mr. Cothren, the designation “Lead Tech/Clerk “ in the SEAM Coordinator Manual does not create a position. That designation was intended solely to provide the Lead Tech with the SEAM access necessary to perform the functions he/she had performed as a Lead Tech under VMAS – one of which was to occasionally back up a Clerk. As for the use of account code 62 (Tech Covering Clerk) in Clearwater, Mr. Cothren testified that same code existed under VMAS, and was intended to cover all technician work not directly related to working on vehicles or maintaining the shop. The use of account code 62 did not indicate that a technician was performing work reserved to Clerks.

2. Discussion and Decision

The Union’s argument that management used SEAM to create a new position of Lead Tech/Clerk is not persuasive. There is no evidence that Lead Tech/Clerks are performing any work that they did not perform as Lead Techs

under VMAS. Mr. Cook testified that his SEAM access as a Lead Tech/Clerk permitted him to perform functions that he had been unable to perform as a Lead Tech under VMAS, but there is no evidence that management directed him to perform any of those functions or that he ever did so.

With respect to the grievance filed by Mr. Cook protesting a Lead Tech/Clerk filling in for a Clerk in the storeroom, the evidence showed, and Mr. Cook admitted, that Lead Techs had filled in for Clerks under VMAS, but only “as a last resort”. Management’s position was that Lead Techs had in the past filled in for Clerks on an “as needed” basis, hence the Lead Tech/Clerk could do the same under SEAM. This disagreement as to the formula under which Lead Techs had in the past filled in for Clerks in the storeroom in St. Paul - “as needed” or “as a last resort” - is hardly sufficient to demonstrate that the creation of Lead Tech/Clerk as a SEAM access code resulted in the creation of a new position by the Postal Service that combined the functions of Lead Technician and Clerk in violation of Article 7.2.⁴

**D. Did the Postal Service assign bargaining unit
work to supervisors in violation of Article 1.6?**

Valerie Streety, a General Clerk at the Houston VMF, testified about those aspects of her work, which, according to the Union, have been assigned to supervisors as a result of the implementation of SEAM:

1. Prior to the implementation of SEAM, Ms. Streety testified, she would receive completed paper work orders on which the parts used and the labor operations and time had been filled in by a technician and a Storekeeper. Additionally, the work order would have been dated and signed by a supervisor. She would input the information on the work order into VMAS, typing everything that had previously been handwritten. The work order would then be saved in VMAS. She and the other General Clerks at the Houston VMF spent between two and two and one-half hours per day inputting work orders. This work ended with the implementation of SEAM.

⁴ This conclusion is unaffected by the evidence that management at the Clearwater VMF assigned the work of selecting parts for a work order to account code 62 (Tech Covering Clerk). Whatever the significance of that practice, a matter thrown into doubt by Mr. Cothren’s testimony, the evidence showed that the Clearwater practice with respect to coding parts selection was not followed in either Tampa or St. Paul. Nor did the Union show that practice to be followed anywhere else in the country. It is thus insufficient to alter my view that the Union has not shown the Postal Service to have violated Article 7.2. by creating a new position

According to Mr. Cothren, the task of inputting information from a handwritten work order into a computer, which Ms. Streety and other General Clerks performed under VMAS, is no longer performed by anyone – supervisor or employee. Technicians and stockroom employees no longer prepare handwritten work orders, they enter parts and labor directly into the SEAM system electronically. Similarly, the manager, instead of signing a paper work order, clicks the “Close” button. At that point, the work order is finally entered into SEAM.

I conclude that the data input work performed by Ms. Streety and the other General Clerks under VMAS has not been assigned to supervisors. Rather, as a result of technicians and Storekeepers filling out work orders electronically, a separate step of typing a handwritten work order into a computer system no longer exists.

2. One pre-SEAM aspect of Ms. Streety’s work which has continued unabated is inputting and closing (after approval by a supervisor) completed “commercial” work orders (those on which the repair work is done by an outside contractor). According to Ms. Streety, when a commercial work order was closed by a Clerk under VMAS, that triggered payment to the contractor (whether by VMAS, the Clerk, or another postal employee is unclear). Under SEAM, the General Clerk cannot close a work order. Instead, the General Clerk approves the work order for payment, following which it is closed by a manager or supervisor.⁵ Presumably, although there is no record evidence on this point, the approval of the General Clerk and the supervisor’s closing the work order leads to payment to the contractor. (It is not clear from the record whether this payment is generated through SEAM or made by a postal employee.)

It is difficult to discern the respect in which the Union claims that General Clerk work on commercial work orders has been transferred to supervisors. If the work which the Union believes to have been transferred is that of closing commercial work orders, the Clerk who previously closed work orders now approves those work orders for payment. The amount of Clerk work appears to be the same in approving work orders for payment as it was in closing work orders; nothing is changed other than the label signifying that the work order has

⁵ The SEAM Coordinator Guide permits only managers and supervisors to close/approve commercial word orders.

been properly completed. If the work which the Union believes to have been transferred from the General Clerk to supervisors is that of paying contractors, it is unclear exactly what is involved in making payment, who made such payment under VMAS, and who does so under SEAM.

In sum, the record is insufficiently clear to conclude that the Union has proven that the advent of SEAM has resulted in the transfer of work from General Clerks to supervisors of work performed by the General Clerks on commercial work orders prior to the implementation of SEAM.

3. According to Ms. Streety, under VMAS, she was responsible for transferring Postal Service vehicles between stations, which she did 3-5 times per week. Under SEAM, she can perform only temporary transfers of vehicles. Permanent transfers must be made by a manager or supervisor.

According to Mr. Cothren, nothing in SEAM affects the transfer of vehicles from one postal facility to another. Clerks have always had the authority to transfer vehicles when solely physical transfer was involved, such as is true with a temporary transfer, but not when financial accounting responsibility is transferred. Whenever financial accounting responsibility for a vehicle is to be shifted from one facility to another, approving such a transfer was always a management decision. A Clerk could not make such a transfer without management approval. This is no different under SEAM than it was under VMAS.

I find Mr. Cothren's testimony on this issue to be entirely credible. In reaching that conclusion, I also rely on the fact that Ms. Streety's testimony did not deal with the authority of a General Clerk, prior to SEAM, to transfer postal vehicles without managerial approval when financial accounting would also be transferred. Nor has the Union pointed to anything in SEAM which would appear to deal with that issue.

In sum, I do not find that the Postal Service assigned bargaining unit work to supervisors in violation of Article 1.6. in the circumstances in which the Union claims it did so.⁶

⁶ The Union also claims that SEAM resulted in Ms. Streety and other General Clerks losing the work, which they did under SEAM of stamping PMI work orders with an identifying sequential number. This work has not, however, been assigned to another employee or supervisor. Instead PMIs are prepared and printed automatically by SEAM,

E. Did the Postal Service violate Article 19 by implementing SEAM?

Article 19, in relevant part, provides:

Section 1. General

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. The Employer shall furnish the Union with the following information about each proposed change: a narrative explanation of the purpose and impact on employees and any documentation concerning the proposed change from the manager(s) who requested the change addressing its purpose and effect. Proposed changes will be furnished to the Union by hard copy or, if available, by electronic file. At the request of the Union, the parties shall meet concerning such changes. If the Union requests a meeting

and contain the identifying information that the General Clerks had written on them under VMAS. As a result, the work of writing identifying information on work orders, like that of typing a handwritten work order into a computer system, both of which were performed by General Clerks under VMAS, has not been transferred by SEAM from the General Clerk to another employee or supervisor. Rather, that work no longer exists.

concerning proposed changes, the meeting will be attended by manager(s) who are knowledgeable about the purpose of the proposed change and its impact on employees. If the Union, after the meeting, believes the proposed changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure set forth below within ninety (90) days after receipt of the notice of proposed change.

Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished to the Union upon issuance. . .

The Union argues that the Postal Service violated Article 19 in the following respects: (1) It made changes to Handbooks PO-701 and EL-201 by implementing SEAM, which conflicted with parts of those Handbooks, and did so without the required Article 19 notice to the Union; (2) It issued the SEAM Coordinator Guide, which directly relates to wages, hours, and working conditions, without complying with Article 19.

The Postal Service response is that (1) The Union's Article 19 charges are time-barred; (2) No changes in Handbooks PO-701 or EL-201 were brought about by SEAM, the implementation of which did not require Article 19 notice; (3) If SEAM required notice to the Union, the Postal Service complied with that requirement.

1. *Is the Union time-barred from asserting that the Postal Service violated Article 19 in implementing SEAM?*

a. Evidence and contentions of the parties

The Postal Service argues that the Union is barred from asserting that the Postal Service has violated Article 19 by implementing SEAM. That bar is said to exist because the Union failed to comply with that portion of Article 19 which

requires that if the Union believes that a proposed Postal Service change violates Article 19, it must seek arbitration within 90 days after receipt of notice of the proposed change. Because the Union did not submit its claim to arbitration until more than six months after SEAM was implemented, the Postal Service asserts that the claim is time-barred, and should be dismissed on that ground.

The Union's position is that at no time did the Postal Service provide the Union with notice that it intended to make changes in employee working conditions. It asserts that the Postal Service cannot possibly prevail on the argument that the Union failed to file for arbitration within 90 days of the Postal Service notice to the Union of proposed changes when the Postal Service failed to provide such a notice.

The Postal Service response to the Union argument is that although it did not provide the Union with a formal Article 19 notice of proposed change – a document entitled “Article 19 Notice” – it provided the Union, over the months between March 2010 and June 2012 with everything required by the Article 19 notice provision. The Union received from it a narrative of the proposed changes associated with SEAM and their impact on employees, documentation on SEAM, at least one meeting with a manager knowledgeable about SEAM, and notice 60 days prior to the implementation of SEAM.

The Postal Service states (Brief, pp. 17- 19):

The Postal Service provided notice to the Union about SEAM beginning in May 2011, including a detailed PowerPoint about SEAM, which included the purpose of SEAM, how SEAM differed from VMAS, and when SEAM would be implemented. The Postal Service exchanged multiple e-mails and correspondence with the Union about SEAM, and explained the impact on the bargaining unit: that several of the activities performed manually by technicians would now be electronic. The Postal Service provided the Union with documentation about SEAM, including an unredacted Decision Analysis Report, rollout schedules, and stand-up talks. . .

[T]he Postal Service met with the Union about SEAM on November 3, 2011. [Both Mr. Cothren] and Jacqueline Adona, a Labor Relations Specialist, met with Michael Foster from the Union to review the PowerPoint presentation on SEAM and answer any questions the Union had about SEAM. The Union's own notes from the meeting indicate that the parties discussed what SEAM was, and its possible impact on the bargaining unit. ("SEAM will replace VMAS and consolidate parts process There is a DAR that identifies the savings, either dollars or work hours.").

[T]he Postal Service did not implement SEAM nationwide until after the requisite 60-day notice period. While the first two requirements of Article 19 were completed by February 2012 at the latest, the Postal Service did not begin implementing SEAM nationwide until May 2012.

Therefore, even if the Postal Service did not send the Union a document containing the phrase "official Article 19 notice" or the like, the Postal Service provided . . . the Union with everything it was entitled to in substance, if not in form. . .

Accordingly, the Postal Service asserts, the Union's belated demand for arbitration should be denied as untimely.

From the Union's perspective, the Postal Service's untimeliness defense is without merit. Initially, it is contrary to the plain language of Article 19, which provides the Union with 90 days from the date of the Postal Service's notice of proposed changes within which to submit its Article 19 claims to arbitration. The Postal Service provided no such notice, so cannot successfully argue that the Union's demand for arbitration was untimely. To hold otherwise would require the Union to demand arbitration every time it learned of a change in Postal Service handbooks and manuals, even when the Postal Service provided it with no Article 19 notice. For, the Union might fear that if it failed to file a prompt

demand for arbitration, a later demand might be found untimely on the ground that the Union knew enough about the proposed change to have filed the demand sooner, even in the absence of an explicit Article 19 notice of proposed change.

This concern was expressed at the hearing by Union Motor Vehicle Craft Director Michael Foster, who testified:

In days gone back, the Union used to file an Article 19 on every general interest notification that we got in order to protect ourselves with Article 19. I thought we had gone past that in our relationship at headquarters level. . . So for them to come to this case and ask you to impose Article 19 time limits when they have never given Article 19 notification is very scary, because what that requires us to do is file [an Article 19 demand for arbitration] on everything. . . . [I]n the 2000 interest arbitration, we were . . . asking for some type of substance, some additional substance to Article 19. So now, here we are 16 years later. . .

b. Discussion and Decision

In the 2000 interest arbitration proceedings, as Mr. Foster testified, the Union sought amendments to Article 19 which would require the Postal Service to provide it with greater information than it had in the past about proposed Article 19 changes. The Interest Arbitration Panel held that:

With the goal of encouraging reasoned discussion of proposed changes, rather than automatic appeal to arbitration, the panel awards the following changes to Article 19:

- The Employer shall furnish the Union with the following information about each proposed change: a narrative explanation of the purpose and the impact on employees, and any

documentation concerning the proposed change from the manager who requested the change, addressing its purpose and effect.

- (If the Union requests a meeting concerning proposed changes) The meeting will be attended by manager(s) who are knowledgeable about the purpose of the proposed change and its impact on employees.
- The Union will have 90 days after receipt of notice of a proposed change within which to submit the proposed change to arbitration.

Admittedly, the Postal Service shared information about SEAM from time to time between its initial March 26, 2010, general interest letter to all unions and its June 20, 2012, provision of the two unredacted DARs. However, these sporadic communications, over a period of more than two years, satisfied neither the letter nor the spirit of Article 19. This is particularly true in light of the 2000 amendments to Article 19 resulting from the interest arbitration referred to by Mr. Foster. The purpose of those amendments, as the Interest Arbitration Panel stated, was to provide the Union, in a timely fashion, with sufficient information to make possible a reasoned discussion of proposed changes, in the hope that such discussion would lead to agreement rather than the automatic appeal to arbitration that typically followed a bare bones notice of proposed changes.

It was in furtherance of this purpose that the Postal Service was directed by the amendments to the 2000 Agreement to provide a narrative explanation of the purpose and impact upon employees of a proposed change from the manager who requested the change, as well as any documentation concerning the proposed change. The reason for the narrative explanation was to provide the Union with an easily understandable description of the proposed change, so enabling the Union to engage in the reasoned discussion with the Postal Service envisioned by the Panel. The reason for requiring documentation of the proposed change was to support the narrative explanation, not to substitute for it.

In the instant case, there is no evidence that the Postal Service provided the Union with a narrative explanation of the proposed changes and their impact upon employees with sufficient clarity and non-technical detail to enable the Union to understand and discuss with the Postal Service its concerns about the impact of SEAM upon employees, and possible means of ameliorating that impact. It would burden this discussion unnecessarily to set out and analyze each Postal Service communication, but doing so for a few may assist in making clear their failure to satisfy the requirements of Article 19.

On December 3, 2010, John Dockins, then Postal Service Manager of Contract Administration (APWU), wrote Cliff Guffey, then APWU President, stating that:

The Postal Service has made the decision to contract with a third-party provider to install an information Technology/Local Area Network (IT/LAN) wiring upgrade at Postal Vehicle Maintenance Facilities (VMFs).

The installation will prepare the VMF shop area for multiple computer connections. These computers will be used by VMF technicians to enter vehicle work order information, parts requests, and labor operation transactions. The computers will also provide real-time information for vehicle maintenance cost reporting.

No significant impact to the bargaining unit is anticipated.

On September 13, 2011, Postal Service Labor Relations Specialist Jacqueline Adona wrote to Mr. Foster:

Please be advised that SEAM is an Oracle web based application designed to improve inventory tracking and visibility; implementing forecasting

and automatic replenishment capabilities; and standardize asset tracking and maintenance/repair functions.

As the American Postal Workers Union, AFL-CIO, was advised on December 3, 2010, a decision was made to contract the installation of an Information Technology/ Local Area Network (IT/LAN) wiring upgrade at Postal Vehicle Maintenance Facilities (VMFs). The electrical and computer Ethernet drops have been installed to directly support SEAM. Each VMF will have multiple kiosks with PCs in the shop and stockroom areas allowing technicians to directly interface with SEAM. Data capture of work performed and parts issued will be live, and all existing individual VMF locations will be connected into one database. It is expected that this project will be completed and live by February 2012.

On February 6, 2012, Mr. Foster sent an e-mail to Ms. Adona, stating that the information provided by the Postal Service to the Union thus far had not satisfied the Union's June 11, 2011, Request for Information. Ms. Adona responded the following day:

Michael: In response to your questions regarding SEAM as to if there is any anticipated impact on the bargaining unit with SEAM, please be advised that there is no anticipated impact to the bargaining unit with the SEAM process. The activities that are now performed by technicians in a manual process, such as writing down the work they are performing, will now be performed in an electronic manner instead of manually.

Please see the attached diagram which should help identify where the SEAM data goes.

Neither singly nor together do these documents provide the Union with a narrative explanation of the proposed changes or their impact on employees.⁷ The statements that “No significant impact on the bargaining unit is expected” presumably refer to the Postal Service’s view that the proposed changes would not lead to excessing of employees or reduction in work hours. The Union was not, however, advised that Automotive Technicians would be required to attempt to select parts with more precision than they had in the past, or that General Clerks would no longer input work orders on SEAM, as they had in VMAS. This is not to say that these proposed changes were contrary to the Agreement, but that a disclosure of these changes, particularly with respect to the selection of vehicle parts, might have led to agreement acceptable to both the Union and the Postal Service, thus avoiding, at least in part, the instant arbitration.

In sum, I reject the Postal Service argument that despite its failure to provide the Union with an explicit notice of proposed changes, the Union’s failure to request arbitration of the Postal Service’s alleged violations of Article 19 prior to September 2013 should result in dismissal of the Union’s Article 19 charges.⁸

⁷Nor was a narrative explanation of the proposed changes or their impact on employees provided by the Power Point presentation on SEAM submitted to the Union on May 2, 2011 (and discussed at the November 3, 2011 meeting between Mr. Cothren and APWU representatives), or the copy of the stand-up talks to be provided to employees prior to the roll-out of SEAM, provided to the Union on January 24, 2012.

⁸The Postal Service cites and quotes Arbitrator Carlton Snow’s decision in Case No. 14 7 C-NA-C 10 (1984) for the proposition that Article 19 contemplates an expedited process. Hence, the Postal Service suggests, the Union’s failure to file its demand sooner should bar its complaint from now being considered on the merits. Arbitrator Snow stated, “Article 19 does not, by its terms, contemplate negotiation. . . The process requires little communication. . . It obviously has been designed for speed.” While Arbitrator Snow’s interpretation of the Article 19 process may well have been sound at the time he wrote, that interpretation does not survive the 2000 amendments to Article 19, with their focus on encouraging reasoned discussion, rather than prompt recourse to arbitration.

2. Did the implementation of SEAM require Article 19 notice?

It is the Union's contention that the SEAM Coordinator Guide changes both PO-701 and the EL-201 Position Descriptions of Tool and Parts Clerk and Storekeeper in directing technicians, not stockroom employees, to add parts to a work order by selecting a part number or description from a SEAM drop-down menu, and sending that selection to the stockroom as part of the work order.

The Postal Service response is three-fold: (1) SEAM was an exercise of management's Article 3 right to determine work methods; (2) SEAM made no changes to any handbook, manual, or published regulation directly relating to wages, hours, or working conditions, hence did not require Article 19 notice; (3) If SEAM required Article 19 notice, the Postal Service satisfied those requirements.

As previously noted, management rights under Article 3 are subject to the limitation that management may not, in the exercise of those rights, contravene any other portion of the Agreement. If, then, the implementation of SEAM violated Article 19, then Article 3 serves as no defense. Accordingly, I turn to the core question of whether SEAM did make changes in any handbook, manual, or published regulation directly relating to wages, hours, or working conditions – more specifically to PO – 701 or EL – 201.

According to the Postal Service, the SEAM Coordinator Guide, on which the Union relies, does not fall within Article 19 because it does not “establish rules that employees must follow, nor does in impact existing employee rights or benefits”. Case No. Q06-4Q-C 10033773 (Goldberg, 2015.) To the contrary, the SEAM Coordinator Guide, as Mr. Cothren testified, is simply a navigation guide to using SEAM.

As a formal matter, the Postal Service assertion that the SEAM Coordinator Guide was merely a “navigation guide” to using SEAM may be accurate. As a practical matter, however, the reality is otherwise. Automotive Technicians did not decide of their own accord that because SEAM permitted them to search for and enter part numbers and precise part descriptions on a work order, they would do so, rather than simply provide the stockroom with a general part description, as they had done under VMAS. To the contrary, the technicians viewed the duty of searching for a part number or exact part description as an

onerous and inefficient distraction from their core duties. They followed the SEAM work order procedure because SEAM directed them to do so. SEAM was the successor to VMAS, and was presented to VMF employees as such, not as an optional system which they could use or not as they wished, with a Coordinator Guide to assist them to the extent they chose to use SEAM.

The next question is whether, as the Union also contends, the implementation of SEAM and the SEAM Coordinator Guide did in fact result in changing employee working conditions set out in Handbooks PO-701 and EL-203. The Union points out that PO-701, Section 352.1, provides that an employee charged with repairing a vehicle shall:

Obtain parts or materials by presenting the work order to the stockroom. The stockroom employee will enter the quantity, current part number, and description in the parts column. When all parts are assembled and correctly entered on the work order, the assigned employee will verify receipt of the parts by initialing in the appropriate column. (Emphasis supplied)

Handbook EL-201 provides that the Tool and Parts Clerk:

Selects, issues, and accounts for items requested by users ... uses knowledge of the stock, familiarity with maintenance operations, and reference to catalogs or parts lists to supply proper items of stock to using personnel. (Emphasis supplied)

None of the technician position descriptions provide for ... using “knowledge of stock ... and reference to catalogs or parts lists” to determine the proper part for a particular job. Nor do they provide for the duty of entering the “quantity, current part number, and description in the parts column” of work orders.

Chapter 3 of the SEAM Coordinator Guide, however, directs technicians that they are to request parts for a work order by searching on a drop-down list of parts, and selecting the appropriate part number or description. When they have found the part they wish to order, they click OK, and the work order, including the part number or description, will be sent to the stockroom printer. This process,

the Union asserts, is different from the process set out in Handbooks PO-701 and EL-203. Hence, by implementing SEAM, the Postal Service violated Article 19.

As a practical matter, however, there is no significant difference between the work performed by the technicians and the Storekeepers pursuant to the cited Handbooks and that which they perform under SEAM. Under SEAM, as under the Handbooks (and VMAS), the technician makes an initial parts selection, which is then confirmed or modified by the stockroom employee. The fact that under SEAM the technician's initial part selection is selected from a drop-down menu and electronically entered in the parts column of the work order, rather than set out in a handwritten note, does not change the essential nature of the work performed by each employee – the technician tells the stockroom employee what he/she thinks is the needed part, the stockroom employee, using his/her "knowledge of the stock, familiarity with maintenance operations, and reference to catalogs or parts lists [supplies] the proper items of stock" (Handbook EL-201).

In sum, because the implementation of SEAM, including the SEAM Coordinator Guide, did not change any Postal Service Handbook, the Postal Service did not violate Article 19 by implementing SEAM without Article 19 notice to the Union.⁹

III. AWARD

The Postal Service did not violate Article 1.6, Article 7.2, or Article 19 by its introduction and implementation of SEAM.



Stephen B. Goldberg, Arbitrator

February 3, 2017

⁹ The Union also asserted that the Postal Service violated Article 19 by not furnishing the SEAM Coordinator Guide to the Union upon its issuance. However, neither the Union nor the Postal Service introduced evidence of the date on which the SEAM Coordinator Guide was issued, nor the date on which it was provided to the Union. Accordingly, this issue is remanded to Step 4.

