



# FARGO TOUR GUIDE



Local 88 Box 1874  
Fargo, N. Dak. 58107

Vol. 17 No. 3

FARGO, NORTH DAKOTA

FALL 1999

# MAIL PROCESSORS FINALLY MADE LEVEL 5

## PRESIDENT'S REPORT

BY JOHN DURHAM

### MAIL PROCESSORS NOW LEVEL 5!

Fargo mail processors were finally converted to OCR Operators, PS-05 this summer, over one year after the award was issued. Management finally decided it was going to comply with the decision of national Arbitrator Mittenthal. By coincidence, the national APWU was gearing up for labor court proceedings to get the USPS to comply.

The automation employees were converted to Level 5 OCR Operators with an effective date of August 1998. This one year back date has complicated the pay issue for many employees. During management's one year delay, many mail processors went from level 4, Step A to level 4, Step B. By backdating the effective date, some employees went from earning \$29,000 to \$27,000 annually. Had management acted promptly in implementation of this award, this situation would not have occurred. The APWU is currently working with management to correct these and other related problems. If no resolution can be reached, we will have to file yet more grievances.

### OCR REVERSIONS

As Fargo automation employees are well aware, management has not fully complied with the

award of Arbitrator Mittenthal. As Level 5 OCR Operator jobs become vacant as a result of bidding, local management quickly and methodically reverts the Level 5 position. As Plant Manager Steve Dockter says, "our mail processors don't perform any Level 5 duties anymore, so why should we post Level 5 OCR Operator positions"? In addition, management failed to convert two PTF mail processors to Level 5, stating that these employees were hired after August 1998 and therefore no longer perform the higher level duties. These blatant violations are in the grievance process, and we will continue to fight until the USPS finally and fully complies!!

As far as backpay, APWU and USPS officials at the regional level are still working out the final details as this newsletter goes to print. However, it does appear that the parties have reached a tentative agreement and payment should be arriving soon. My hope is that we will see awards for backpay before the holiday season (knock on wood).

### OVERTIME POLICY REMAINS INTACT!

Local management here in Fargo officially challenged our overtime policy this past April. This policy states that if overtime is needed, management must follow a certain pecking order of employees for scheduling overtime. This pecking order states that the employees on the OTDL (Overtime Desired List) must be utilized first, including penalty

# CONTRACT IGNORES THE REAL PROBLEM FACING POSTAL WORKERS

By Dan Sullivan

Reprinted from The Union Flash

In the end, ironically, there was more harmony between labor and management than there was within the union. Moe Biller and PMG Bill Henderson were smiling broadly for the camera as they shook hands on the contract.

But the smile was gone from his face by the time Biller got back to union headquarters. William Burrus was openly opposing the deal Biller had struck. Moe later referred to Burrus as "the jerk" in a Washington Post story.

Central Region Coordinator Leo Persails and regional clerk craft business agents bucked Biller on the proposed contract, too, expressing alarm over changes made to the grievance procedures, though it's hard to imagine how a grievance procedure with a backlog of 75,000 cases scheduled for arbitration could be made any more ineffective.

The leadership of many local unions also recommended rejection or expressed dissatisfaction with the deal Biller brought back from the table.

The beauty of a democracy, though, is that sooner or later the people the politicians represent get to have a say in matters.

This time, showing more wisdom than many union leaders, they voted to approve the tentative agreement, probably figuring there was no reason to expect an arbitrator would give us more money than Henderson gave Biller.

In fact, paltry as the average 1.7 percent pay raise may be, it's more than arbitrators gave us in the last two contracts.

Lost in all the hype and rancor over the tentative agreement was the fact that once again we have a contract that fails to address the fundamental problem facing postal workers: what to do about the Postal Service's plan to replace a large part of its workforce with robots sometime early in the next century.

It's an issue the union has never been willing to tackle.

At the APWU National Convention last August, delegates acted on more than 350 resolutions, not one of which proposed doing anything about future job losses caused by automation.

The convention's theme was "looking forward, fighting back." A clever slogan, that's all.

The truth is, only postal technocrats have been looking ahead and the future they have planned for postal workers is dark indeed.

The postal brass has never disguised its plans to roboticize and automate every aspect of mail processing as the technology to do so becomes available.

Union leaders, assuming the classic ostrich position, have never had a plan to deal with future job losses.

The problem with not planning for the future is that sooner or later it arrives.

And when it does, it's postal workers who'll have to pay the consequences for the short-sightedness of our current national officers.

## "POS One" FULL OF BUGS

David Hunter, POS-One program manager, has stated that the POS-One, Retail Computer Network System for Window Clerks, that was delayed for several weeks due to serious systems defects will again begin deployment nationwide. Mr. Hunter claims the major system problems have been corrected but stopped short of claiming the system is completely fixed. Window Clerks will again be forced to utilize a system that is inaccurate and not completely fixed.

Oh, by the way - The POS-One program costs have also been **under-estimated** by the USPS by 23% - or \$215 million. The USPS has also identified more than 100 system defects by February '99. Mr. Hunter also acknowledged that software defects led to wildly inaccurate accounting reports from the field. Many system errors led to bogus reports at the terminals and Supervisors reacted by ordering the Retail Clerks to pay alleged cash shortages based on the inaccurate data. The Clerks in turn grieved the numerous shortages. Supposedly there is a task force of APWU and USPS officials reviewing this grievance problem on a case by case basis. Mr. Hunter claimed he could not estimate how many grievance cases there are over the POS-One defects.

How's this for USPS logic!!! A system that is inaccurate and causes incorrect data and shortages for the Clerks using it. This results in grievances which cost many millions of dollars. Instead of perfecting the program **BEFORE** utilization - our organization implements it and then tries to fix the system in a piecemeal method. And then under-estimated the cost of the system by \$15 million!!!

Reprint: 101 Facts, Scranton PA APWU Local 101

# PRESIDENT'S REPORT

Continued from Page 1

overtime. FTR employees not on the OTDL must then be offered, before assigned such overtime to casuals or PTFs.

Management claimed that this "overtime rule" was unreasonably burdensome, and that it was in direct violation of the National Agreement. The USPS wanted to schedule overtime to casuals before using any career employee at all, PTF or FTR, claiming a lower rate is equal to greater savings.

An arbitration hearing was held on August 5, 1999 here at the Fargo Post Office to determine the final ruling on this issue. On September 3, 1999, Arbitrator Fletcher ruled in favor of the APWU! He stated that our current long-standing overtime policy was in compliance with the National Agreement, and was not an unreasonable burden on the Postal Service. This was a huge victory for the Fargo Area Local APWU. Not only will this provide continued protection to our PTFs from being involuntarily forced to work overtime, but will allow FTR employees to work overtime if they so chose by signing the OTDL. A special thanks go to Jeremy Cahill, Cheryl Schaeffle, Dana Klassen, and NBA John Akey for helping us preserve this highly valuable benefit!

## **WELCOME NEW MEMBERS!!**

Michelle Enright, Prairiewood  
Keith Hendrickson, Tour I  
Kimberly Noreen, Tour III

## **THE FARGO POST OFFICE IS A PIG STY!!**

Housekeeping at the Main Fargo Post Office has been a constant issue for years. Despite round-the-clock operations, District USPS management has been hesitant to authorize 24-hour custodial services. I will give to local management credit in this area though. Maintenance Manager Kelly Sullivan has aided both APWU and the Mailhandlers in joint housekeeping inspections, recommending 24 hour cleaning services to help solve the problems. In addition, Postmaster Doug Chipps and Plant Manager Steve Dockter have sent formal packages to District requesting additional funds for housekeeping needs. Hopefully we can solve this

problem soon, because the filth and dirt is really beginning to pile up!! I filed a class action grievance on 9/16/99, and am working with Doc to find a solution. If nothing is done soon, OSHA will be asked to visit the site and assess the situation. We will try and avoid that, however, as our local USPS could be subject to penalties and fines. As much as I would like to see it, I honestly think we could use that money locally for other causes (such as employee parking spots, new building, better break areas, employee picnics, etc.).

## **FSM REVERSIONS!!!**

As you probably have noticed from the recent notices, virtually all FSM positions that have become vacant have been reverted. This is because management believes the new FSM 100 machine (due in Fargo in September 2000) will become the ultimate machine in efficiency, replacing 15-20 FTR positions. I have yet to receive the impact statement from management that will give more details, so I can't give much more comment. But I do know that there are many considerations before all is final and done. For starters, we haven't the space for this new machine. Secondly, I don't think local management has fully thought out the operational details, such as programs, tie-outs, etc. And finally, the USPS track record on projected cost savings and reduction in hours has been grossly off-target. In short, we have a long way to go before this new "wonder machine" becomes reality.

## **PTFs RECEIVE CASH PAYMENT!!!**

Sixteen PTFs in Fargo received payment as a result of a series of grievances filed by the Fargo APWU. These grievances claimed that hours worked by casual employees displaced PTF employees who did not receive 40 hours of work for a particular week. This resulted in the payment of over 47 hours, most of the sixteen PTFs receiving one or two hours of pay. Annual leave and sick leave accounts will also be corrected. These grievances did not cover the PTFs that were short

Continued on Page 5

# NEWSFLASH

By John Durham

## New FSM Due in Fargo

The new AFSM 100 is due to arrive here in Sept. of 2000.

## Sell Back 80 Hours A/L

Certain employees may be able to sell 80 hours of annual leave.

## Did You Know?

You may be entitled to cash payment, if ....

## Union Meeting...

Date is set for next monthly APWU membership meeting.

## Annual Leave Sell Back This Year!

Some qualifying APWU employees may be able to sell back 80 hours of annual leave to the Postal Service at the end of this year.

There are two qualifications for allowing APWU represented employees to sell back up to 80 hours of annual leave. First, the employee must have used less than 75 hours sick leave in the year 1999. And second, the employee must carry a balance of 440 annual leave hours over into the next year. It is estimated that over 7,000 employees nationwide will be eligible for this program. If you think you may be eligible for this program and are interested in finding out more, see your local APWU representative. Specific details and forms will be available in the next few months for those who may be interested in this newly attained benefit from the APWU.

It is projected that the APWU will seek to retain and expand on this benefit in future contracts, so more employees will be able to take advantage of this program. Employees who wish to participate in this program in the future are encouraged to save annual leave and get involved with your local union to

help improve the programs. New ideas may be easily submitted up to the National APWU Headquarters in Washington, DC where such policies are under constant development.

## Automated FSM Will Arrive in 2000!

USPS management has recently confirmed the arrival of the new AFSM 100 here in Fargo will take place September 29, 2000.

The Automated Flat Sorting Machine 100 (AFSM 100) was slated for initial testing in Baltimore, MD in August of 1999. Following this pre-production test in Baltimore, there will be a first article test of the equipment in St. Paul, Minnesota, which is currently scheduled to begin in December, 1999. If all goes according to plan, the Postal Service plans to deploy the first machines by March, 2000. Over 175 postal facilities are projected to receive the new machines next year, with Sioux Falls scheduled to receive the new machine immediately after Fargo.

According to USPS projections, the new AFSM 100 is expected to sort up to 100,000 flats per 8 hour shift. It has in-line image lift capabilities for non-readable automation flats, automated labeling, expanded sortations, and the ability to DPS flat mail. Postal management views this new equipment as having great potential for increased production and reduced operational costs.

APWU officials in Washington, DC are currently engaged in talks with the USPS to negotiate many issues that may be affected by deployment of this new equipment. Items of concern are staffing, level of image encoding work, impact on existing FSM operations, impact on manual flats operations in the plant, and effects on other stations, branches, and AO offices. Final agreements and memorandums on these issues may be developed in the following months.

## Did You Know?

Under certain circumstances, you are entitled to pay as remedy for certain violations of the National Agreement. One of the most common is the failure to receive make-up overtime within the required 90 days. Another violation that occurs in Fargo in working over 12 hours in a service day. This entitles you to an additional 50% pay. Being improperly scheduled for a holiday can also result in additional compensation. Finally, while on the OTDL (Overtime Desired List), being displaced from overtime by someone who is **not** on the OTDL can result in extra cash payment.

All of the above examples will not be paid automatically. If a violation occurs, or you think a violation may have occurred, see your Shop Steward immediately. Only through proper investigation and fact finding can it be determined that you are entitled to compensation. When in doubt, see a steward.



**APWU**

# PRESIDENT'S REPORT

Continued from Page 3

40 hours of work in early April and May, because casual employees were not yet employed at our offices at that time. During that timeframe, management simply decided to utilize FTRs on overtime instead of PTFs at the straight time rate. Although ridiculously stupid, this is not a violation of the contract. Management does have the right to be boneheads.

That is all for now. Take care, and don't let anyone give you the Shaft-ola!!!!

## DID YOU KNOW????

If you are a FTR that is on the Overtime Desired List:

1. You shall be bypassed for overtime if you were on sick leave immediately prior to the overtime opportunity.
2. If you have annual leave immediately before or after the overtime opportunity, management must still afford you to opportunity to work the OT. However, the annual leave allows you to "pass", and you will not be required to work. This rule does not apply to annual leave taken in a full week or more, unless you notify management that you are available for work.

## POSTAL SHORTS

Departing Deputy Postmaster General, Michael Coughlin, told the *Federal Times* that Congress **must raise the salaries of the Postal Service's top 900 executives**. He claims the Postmaster General position is **grossly underpaid** and not competitive with private industry. He suggests the position should pay at least \$250,000. When PMG Runyon ran the show, he often claimed the **craft employees were overpaid by 30 percent**. This is the so-called "Free Market" corporate philosophy that many businesses want to call on to determine wages.

After the third month of the second cost-of-living adjustment period, APWU postal workers have **accumulated** a COLA of 12 3/4 cents per hour, \$10.20 per pay period or \$265.60 annually. The next COLA inclusion payment is due in September.

## APWU CLERK RECEIVES CASH FROM ABA!

Another union member received a check for over \$150.00 from the Accident Benefit Association, or ABA. The ABA is a non-profit organization that provides short-term disability insurance for APWU members. The employee received cash benefits for lost workdays due to an accident. All Fargo Area Local APWU members are automatically enrolled into the ABA. For more information, contact your APWU official.

## UNITE TO WIN

By Richard Lochner  
APWU Portland, OR Local's "The Poker"

No matter how the upcoming Letter Carriers contract arbitration turns out, someone may end up looking foolish. If the NALC gets the "substantial wage increase" they seek, then those who backed the APWU and Mailhandlers contracts will look bad. If on the other hand the NALC gets the same or worse than what we received, then the time and expense to arbitrate will look like a waste.

The point in union work is not to make others look bad, nor even to make yourself look good. Rather, we must all ask 'what will advance the cause of all workers?'

The Letter Carriers have chosen to emphasize their own hard work faced with automation, and contribution to the Postal Service's success. Even so, their success in winning Level 6 pay would advance the efforts of automation and window clerks, motor vehicle drivers and other postal workers to upgrade our wages. Postal workers success in gaining a fair return on the value we produce helps all workers win their rights.

### One Postal Union Better

That larger perspective could easily be lost in mutual recriminations if the results look badly for one side or another. As long as we have four postal unions and one postal management, there will be a standing invitation for narrow self-interest and infighting. Moreover, the longer we bargain separately, the more opportunities there will be for different contract deadlines, different rules for seniority, bidding, overtime, etc. that will make merging unions harder and harder.

Only when we unite in one union can workers decide democratically how much we should ask of management, and how our gains should be fairly apportioned among ourselves. Workers for One Postal Union (WOPU) continues to work for unity.

Contributions and correspondence should be sent to:  
WOPU, PO Box 1684, Dubuque, IA 52004.

# FSM CHAOS

The nationwide retrofit is moving ahead. In some cases the retrofits are operating so poorly that claims are being made that it is actually slowing down the mail instead of speeding it up. (Locally we have been told by the people installing the machines that a 70% read rate is considered Excellent!) In many places Management also is cutting off their nose to spite their faces. Level 6 and 5 FSM jobs are being quickly reverted and abolished. THEN - Management realized they need keyers and are ordering these "Abolished" people to key their schemes because mail is being delayed. The "Mystery" that Management can't seem to fathom is that the necessary keying happens at the ends of the runs and shifts. Just when Management needs to meet dispatch and/or get the mail to the Carriers to meet delivery deadlines - is when that 30% (and often times much more) of the non-read mail must be keyed. In some places Management has jumped to justify (eliminate jobs) the machines and won't admit they overdid it. In addition, National Management (Carol McCrerey of Labor Relations) has also informed the APWU on 2/25/99 that TE-1 - the first Transitional Employee agreement from 1992 will be invoked to cover ANY positions held pending reversion. This includes the FSM. TE-1 was a very restrictive agreement that was modified a couple of times. In addition, Postal Management has approached the APWU and now wants the FAM Retrofit Saved Grade Memorandum to cover implementation of the new generation FSM machines. So far our leaders have refused but are willing to engage in some discussions concerning this situation.

Reprint: 101 Facts, Scranton PA APWU Local 101

# TYPICAL DEPENDENT CARE LEAVE

By Steve Albanese, APWU National Business Agent

Dependent care leave allows employees to take up to 80 hours of sick leave per calendar year to care for dependent family members. Those members would include sons, daughters, spouses and parents of the postal employee. Generally, children would be covered up to age 18 unless they were special needs children incapable of caring for themselves.

Dependent care leave is different from Family Medical Leave in that the absence is not protected from discipline and can be cited in an excessive absenteeism charge. However, if the condition of the family member meets the definition of a serious health condition as defined in 515 of the ELM, then the absence is protected if the employee is eligible for FMLA leave. In that case, the absence is treated as FMLA and the employee can take sick leave for the family member under the dependent care provisions.

The test to see if you can use dependent care is a simple one. Simply consider the illness of the family member and if you had that condition and could take sick leave for it, then it is a situation in which you can request dependent care sick leave. For example, if your son had the flu and was home from school for two days you could take sick leave to stay home with him. The reason being if you had the flu that would be a situation where you could take sick leave. That would be dependent care, but not FMLA. If the child's condition worsened and became pneumonia and now the child was disabled for more than three days and required follow up care with a doctor, you could still take dependent care sick leave, but now the absence would become FMLA and protected if you were eligible for that benefit. In order to be eligible for FMLA, you must have 1250 work hours in the 12 months preceding the onset of the condition and you must have had one year of employment with the Postal Service (Editor's note: the one year employment requirement need not be continuous - you could have been a casual for three months in 1997 and then have worked the last nine months as a PTF and you would qualify. However, the 1250 hour requirement must have been fulfilled within the last 12 months). When you get your 3971 back, check it to make sure the leave is properly designated.

APPA Reprint



"Why buy the workers safety goggles when we can get these eye patches for a fraction of the cost?"



Articles and address changes may be sent to:  
 Fargo Area Local APWU  
 P.O. Box 1874  
 Fargo, ND 58107-1874

## LETTERS OF DEMAND

# ARE YOU BEING DENIED "DUE PROCESS" RIGHTS?

By Charlie Redd, President, Florida APWU

Many of the Letters of Demand issued are in violation of Article 19, which covers Handbooks and Manuals, and Article 28 of the National Agreement. Some are procedurally defective and fatally flawed, in that they do not meet the requirements of sections 133, 473 and 474 of the F-1 Handbook or section 462 of the Employee and Labor Relations (ELM) Manual. Others do not meet the requirements of Article 28.

What to look for - Does the letter notify of the existence, nature and amount of the debt? Does the letter specify the options available to you to repay the debt or to appeal the USPS determination of the debt or the proposed method of repayment? Section 133 of the F-1 Handbook says "...it must specify the options... ." Black's Law Dictionary, Fifth Edition, defines "specify" as meaning to mention specifically; to state in full and explicit terms; to point out; to tell or state precisely or detail; to particularize, or to distinguish by words one thing from another.

Arbitrator Jacquelin F. Drucker, Esquire, in case #D90C-4D-C 93-14312, dated July 3, 1998, states at page 27:

"Options are not limited or defined and, thus, the term must be taken to bear its customary meaning, which would include the various alternative choices available to the employee if he were to grieve, if he were to choose not to grieve but to voluntarily make payments or deductions, or if he were not to provide voluntary payments."

In certain instances, 452.3 Statutory Offset Procedures of the ELM apply in collection of Postal Debts. (See 461.1 of the ELM) In these cases, 452.33 specifies all of your options available. A sample letter listing options available to employee is found at Exhibit 452.22 of the ELM. This is for non-bargaining unit collections but is a list of which Arbitrator Drucker speaks in the above quote. These are the options I believe should be in your letter of demand.

Is the letter signed by the Postmaster or his or her designee? 473.11 of the F-1 states in part:

"When ...it is determined that a bargaining unit employee is financially liable to the Postal Service, any demand for payment must be in writing and signed by the postmaster or his or her designee."

Does the letter contain the following "Bargaining employee' statement?"

"Bargaining employees appeal procedures are contained in Article 15 of the applicable collective bargaining agreement." The above statement is a requirement of 473.11 of the F-1.

Also in the F-1, Section 474, Payroll Deductions to Liquidate Indebtedness. 474.1 Voluntary. Section 474.11

"Generally, voluntary payroll deductions must be in amounts of 15 percent or more of an employee's biweekly disposable pay. If an employee requests approval of a repayment plan providing for smaller installment payments, however, the postmaster/installation head may approve the plan if the employee's proposed repayment schedule bears a reasonable relationship to the size of the debt and the employee's ability to pay. Generally, an employee/s voluntary repayment plan should provide for installment payments of no less than 10 percent of disposable pay per pay period and for a repayment period of 26 pay periods or less."

Most Letters of Demand, in my opinion, do not specify the options available to the employee, for repayment. You can also find other requirements in 460 of the ELM. 462 Procedures Governing Administrative Salary Offsets 462.31 Authority "Under Section 5....., the Postal Service, after providing an employee with procedural due process, may offset an employee's salary in order to satisfy any debt due the Postal Service..."

I ask, if the letter demands payment within a day; within 3 days; within 5 days or next payday - are you being provided with procedural due process? If all the options available to you are not in the letter of demand or if the letter fails to inform the employee that, if he files a grievance, the debt will be held in abeyance until resolution of the grievance, then the employee has not been provided "due process." The obligation to provide information about appeal rights is a fundamental principle of due process. Reasonable notice and opportunity to be heard and present any claim or defense are embodied in the term "procedural due process." (ref. Black's Law Dictionary.)

These are some of the things to look for when you get a letter of demand. If you feel management has not followed the guidelines in their Handbooks and Manuals, ask to see your steward.

If management is shown that the letter is procedurally defective and rescinds it only to issue a new one, grieve this action. Management should not get a "second bite at the apple." Management may claim that it is a harmless error; that the employee is still liable for the shortage.

Arbitrator Drucker states at page 27 of the previously cited case:

"The overwhelming weight of arbitral analysis is that harmless error rule has not application under these circumstances. Numerous arbitrators have held that, when dealing with procedurally deficient letters of demand, the need to protect the integrity of the process and the principle of enforceable obligations requires that such grievances be sustained and letters withdrawn even though management's failure has produced no actual injury. See e.g. Case no C90C-4C-C93024731,

