

Being a Good Steward (Part 2)

In Part 1 of this series on being a good steward, the discussion was generalized with an emphasis placed on reliable and accurate information, compartmentalizing so that union responsibilities were never personal, maintaining credibility and “gravitas with craft members and establishing relationships built on trust, fairness and being an effective advocate for craft members.

In this second part, the discussion is going to be a little more involved in the nuts and bolts of being a steward. Note that this applies to every level of being a steward from local all the way up to senior stewards and grievance specialists.

For many craft members, their ideal union steward is someone who stays off in the corner and growls menacingly until a craft member points and yells “Sic ‘im!” and then the representative attacks with unbridled fury and violence. It may momentarily satisfy a blood lust, but it solves nothing except to scare people and prompt a really horrific response and it certainly won’t be good labor-management relations.

Most managers are basically reasonable people who have few options, an impossible job, not enough time or resources to manage properly, a mountain of frustrations, an impossible relationship with their immediate superiors and very little support structure. It would probably surprise a lot of craft employees to realize the high level of turnover in management ranks approaching 40% in some areas over a time span of 4-5 years. They are treated with incredible disrespect by their superiors and they just have to take it.

The real monsters in the management ranks are really a small percentage of the total management complement; and, if truth be told, few of the real monsters prosper for long. The ogres and the lizard brains tend to be just as crooked with their superiors as they are with the people they supervise and they tend to have short life spans.

There are also good managers who care about their employees who seem stuck at the level where they are. Their survival instincts tell them to hunker down in the corners and stay as invisible as possible.

For a steward, establishing a working trusting relationship is important for the employees in the office. Understanding that a fair amount of what happens is out of the control of the local management and is directed from outside the office is half of the way to working out resolutions. Understanding that resolving those issues is often dependent on a very low profile is a critical factor in achieving a win-win situation. Temper, Anger, Vengeance, Retribution and Payback

This is the time to discuss all of those human foibles that we are all to which we are all subject. When we are representing craft members, negotiating grievances, trying to defuse volatile issues or just trying to work out an understanding; temper and anger is absolutely out of place.

When we lose our temper, we lose our focus, our ability to consider all options, our reasoning and our composure. In short, we are at our worst and we have the business trying to represent the hard working people in our craft while we are at our worst.

We obviously wouldn't consider it when we were sick with a 104 degree fever or when we were falling down intoxicated, or when we have been seriously injured; yet a blinding fury is no different. It also doesn't work if your management counterpart is in a blinding fury. Nothing positive is going to happen and neither side should consider trying to resolve anything in that state.

If a manager knows what your buttons are to produce anger or some other emotion not conducive to properly resolving issues or problems and they are willing to push them over and over again getting reactions; negotiations are not going well. On the other hand, if a union representative is more interested in pushing a manager's buttons for reactions; nothing productive is likely to happen. Whether the intent is to provoke anger, intimidate, coerce, or otherwise to force a resolution or deliver an ultimatum; the negotiations have failed miserably.

There is a time and place for provocation, for pressure, for misdirection and for cunning. Negotiations to resolve a grievance or local issue is not that time or that place. If tempers fray, the best advice is to take a breather or postpone the remainder of the meeting for another time when everyone can discuss professionally and positively.

In the process of negotiating an issue, resolving a grievance or discussing policies and procedures, a steward must be mentally alert to consider all options and to especially consider the ramifications of proposed agreements.

Other issues raised tend to be a diversion and should be discussed at another time or if they are only marginally involved with the issue at hand, they should be examined for relevance and either put aside or scheduled for discussion at another time.

Consistency and Constancy

Although it would seem that there is a broad range of issues to consider for filing of a grievance and an equally broad range of settlements and/or resolutions; such is not the case.

Stewards, as representatives of the NRLCA, nominally have the authority (at least in theory) to sign documents that commit the NRLCA as if they were the National President of the NRLCA. I say in theory, because national interpretive issues are excluded and are the sole province of the NRLCA at Step 4 of the grievance procedure.

In practice, however, NRLCA representatives at each level of representation are constrained by the actions of other NRLCA representatives. The NRLCA cannot provide representation for both sides of a specific issue; nor can the NRLCA take a position in one case and the opposing position in another case.

Although the NRLCA grieves the implicit actions or the explicit actions of USPS (what USPS actually does or what they should do and are not doing); when the issues of a grievance can affect one or more craft members and the NRLCA position can adversely affect craft members, it is the steward's job to inform those members of the NRLCA official position and to explain that the NRLCA can only advocate one side. It is, therefore, critical that the NRLCA position be the correct position and supportable by the collective bargaining agreement, the regulations, labor law or policies and past practices of long standing acceptance.

The same principle applies for agreements and settlements of issues and grievances. If a settlement, agreement or resolution adversely affects other craft members to the point where clear contractual rights or entitlements are affected, that second craft member has an entitlement for redress. If the impact is an infringement on the contractual rights of other craft members; the likelihood of the initial settlement being implemented becomes doubtful. If settlements and resolutions cannot be implemented either because, the settlement itself is not consistent with the collective bargaining agreement, regulations, policies, labor law or current and accepted past practice; then the credibility and trust of both the union representative and the management representative suffers since the negotiated settlement is not likely to stand.

In designing negotiations, agreements and resolutions among the items for consideration are:

- **Does the proposed settlement address the issues of the grievance?**
- **Does the propose settlement resolve the issues of the grievance?**
- **Does the proposed settlement create any new issues or have ramifications that will need to be examined or could become a problem in the future?**
- **Does the proposed settlement affect anyone else and if so how?**
- **Is the proposed settlement in violation of any previous agreements and if so, are those previous agreements addressed in the proposed settlement?**
- **Can the proposed settlement be implemented locally or does it require implementation by higher authority and if higher authority is required, does the settlement address implementation?**
- **Does the proposed settlement or can the proposed settlement be cited or used in any way that may affect other craft members?**
- **Does the proposed settlement contain any clauses or procedures that address implementation or anticipated problems with implementation or timetables for implementation?**

Who exactly does a steward represent?

Many craft members perceive a union representative as "their" representative much like a person with a lawyer who is charged with the legal responsibility of personal representation and this is perhaps, problematic. A Union representative represents the craft and the Union first and foremost and individual craft members secondarily.

The analogy of "like a lawyer" is only accurate in the sense that a union representative is like a "company representative" rather than a "personal representative."

The national collective bargaining agreement specifically reserves the right to employee representation exclusively to certified representatives of the NRLCA and that exclusive right excludes USPS from dealing with any other representatives except in extraordinary circumstances such as discrimination and or veterans preference where Federal law supersedes the collective bargaining agreement in specific areas where rights and/or entitlements granted by Congress are infringed or impacted and therefore can be determined in an EEO, OSHA, MSPB or other applicable forum outside of the grievance procedure.

As the exclusive bargaining agents for rural craft employees, the rights of stewards and other union representatives originate with and are solely contained in the collective bargaining agreement. For venues outside of the collective bargaining agreement including MSPB, OSHA, EEO, State and Federal Unemployment, Labor or any other agencies, NRLCA union representatives have absolutely no standing, no authority and no rights. If an NRLCA representative should assist or represent anyone outside of the collective bargaining agreement, they do so not as an agent of the NRLCA since the NRLCA has no standing or recognition outside the collective bargaining agreement, but they do so as a private, untrained individual with liability attached and the very real prospect that they could be charged or accused of attempting to practice law without a license.

It is solely the collective bargaining agreement that gives union representatives authority and outside of the collective bargaining agreement, there is no authority or right of representation. It must be made crystal clear to craft members, that union representatives are not union paid attorneys or cheap alternatives to attorneys.

Suffer and Permit

Suffer and permit is a legal doctrine and legal terms for the practice of allowing something to continue as if it was in fact official policy. When an employer establishes a policy, publishes that policy and directs compliance; the employer is responsible for that policy.

When a policy is allowed to continue unabated with or without notice of the policy, an employer is said to “suffer and permit” the policy and it therefore has the same force or affect as if the policy was directed, published and enforced as official policy.

An employer cannot make a legal claim that they did not know or could not have known that a policy was in effect, if it can be shown that management was aware of and did nothing to stop a policy, past practice, general practice or standard operating procedure from continuing. Management and the employer have a legal responsibility to act clearly and demonstratively to cease and desist illegal, improper or unsanctioned policies, practices and procedures.

Take for instance, rural carriers intentionally recording improper times for starting, for lunch breaks and for leaving. If management knows it is happening, it is a breakdown in management and becomes the liability of the employer (USPS) for suffering and permitting the practice to continue in violation of FLSA, the collective bargaining agreement, USPS manuals that require accurate timekeeping and prohibit falsifying of time. Any potential liability of the employee is effectively absolved because USPS is suffering and permitting the practice as if it were an officially sanctioned and proper procedure. By suffering and permitting the practice, USPS has validated it as a sanctioned and proper procedure. It then becomes an “accepted past practice” even if it is in clear violation of the law, regulations and the collective bargaining agreement and USPS is then constrained from arbitrarily enforcing the laws, regulations and contract provisions in isolated instances and without a clear warning that those specific provisions will be enforced strictly.

The doctrine of suffer and permit is a key part of discrimination law and prohibitions of discrimination throughout USPS regulations, the collective bargaining agreement and USPS policies. USPS is legally responsible for the actions of its agents and when managers overtly or via a pattern of suffering and permitting, allow or engage in discrimination, the employer is legally responsible for the resultant discrimination.

The exact same situation applies for all of the other elements of suffer and permit whether they are related to health and safety, payroll administration, discrimination, injury, illness, limited/light duty, rehabilitation, route issues or anything else.

Documentation

One of the most important responsibilities of a union steward is documentation. A very good steward will document everything. Every time there is an official communication with management, a good practice is to maintain blank memos that have a place for date, signature, subject, content, and that a copy is retained by the steward. Every time it is necessary to officially notify management, the document can be filled out, date stamped with USPS round date stamp that has office and date, a place for signature of person receiving it and ate and the original to the manager with a copy retained by the steward.

It is a very good idea for the steward to have an expanding portfolio or some other portable filing system and a very secure place to store it.

In the world of stewards and managers, if it is not documented, it did not happen because you can't prove it. When you can prove it; it makes a world of difference if the issue later becomes a grievance or is an important element in a grievance.

Some twenty years ago, I came up with a rural carrier request for action form which over the years has been modified many, many times. Initially it was identified as NRLCA form 20. This “Request for Action form” is a very simple device for notifying management that a specific request is being made for a specific contractual entitlement or contractual right on a specific date. This serves as official notice that a rural carriers is making a specific request on a specific day and if management fails and/or refuses to implement the requested action, there is clear evidence that the request was made and management failed or refused to respond. It theoretically makes the grievance that much more compelling especially if the action requested is clearly within the contractual rights of the grievant.

I am enclosing the latest incarnation of the Rural Carrier Request for Action form and suggest that it is an extremely effective vehicle for documenting requests for leave replacements assigned for a route as well as a host of other items. There is also a provision for miscellaneous requests (all miscellaneous requests should include a contract or manual citation that creates the management obligation to process the request for action.

**SCROLL DOWN TO NEXT PAGE FOR RURAL CARRIER
REQUEST FOR ACTION FORM**

**NATIONAL RURAL LETTER CARRIERS ASSOCIATION
RURAL CARRIER REQUEST FOR ACTION**

Name _____

Post Office _____ State _____ Zip Code _____

Route Number _____ Branch Office _____

Postmaster/Supervisor Notified _____

Date Notified _____

This form is to officially request the following action(s);

_____ 1)...I request that my route be adjusted as soon as practicable and in accordance with the adjustment criteria (M-38, Route Adjustment Handbook, Automation MOUs and/or District policy accepted by the NRLCA) and pursuant to Article 30.1J of the USPS-NRLCA National Collective bargaining Agreement.

_____ 2) I request that I be granted auxiliary assistance for actual time over 48 hours in five workdays and/or actual time over 57:36 minutes combined six day time (regular and relief carrier) on my overburdened route.

_____ 3) I request that I be granted auxiliary assistance and/or compensation for cleaning up surplus mail and/or for completing work left over from my relief and/or leave day.

_____ 4) I request that a relief employee be assigned as the leave replacement on my route in accordance with Article 30.2A within 120 days.

_____ 5) I request

Date: _____ 1 Copy to PM/Supv.

DATE STAMP:

Signed: _____ 1 Copy to Employee

1 Copy to State Steward

email: Hierofont@comcast.net

website: [rlc onliners google group](#)

this editorial presented to you by [ruralinfo.net](#)