



Shared sacrifice

During the NALC Executive Council meeting held in May, President Rolando tasked the national business agents (NBAs) with determining the most common reasons for a transitional employee (TE) being a non-member. In the weeks that followed, NBAs contacted branch leaders to discuss this subject.

The NBAs' review highlighted several common misunderstandings, including the misunderstanding that the NALC does not represent TEs in the grievance/arbitration procedure.

The following are excerpts from several regional arbitration decisions and settlements:

B06N-4B-D 11400103 (Warwick, RI)—It was mutually agreed at a pre-arbitration meeting that the grievant, a transitional employee, would begin a new appointment as a TE and be paid \$3,000 as a compensatory award.

K06N-4K-D 10039181 (Germantown, MD)—When a TE grievant was interviewed via telephone by a manager concerning the grievant's late return to the office, the grievant responded, "That's how long it takes." Management put the grievant in a non-scheduled status until the expiration of her appointment. The record supported that there was work available for the grievant, and that she had been working approximately 47 hours per week during previous weeks. The arbitrator sustained the grievance and included a make-whole remedy of four hours' pay in lieu of work for every day for a period of three months, which totaled more than \$4,800.

K06N-4K-D 10034940 (Greenwood, SC)—In this case, the TE grievant was involved in a vehicular accident when a police officer swerved into the grievant's lane and collided with the LLV. The next day, the grievant was not worked based upon the theory that management has an absolute right to non-schedule a TE. Ultimately, the grievant was charged with an at-fault accident and was removed. The arbitrator sustained the grievance stating that management's non-scheduling a TE, where there is an abundance of work available, for the sole purpose of avoiding contractual procedures under Article 16 of the collective-bargaining agreement is not accepted. Lack of an effective, independent review in the disciplinary and grievance process violated due process rights. The removal charge of "at-fault accident" was not proven by a preponderance

of evidence. As part of the remedy, the TE received back pay and benefits for the remainder of his term. All reference to the removal and the charges were removed from his record.

For each of the above-referenced TE grievants, the union initiated a grievance on management's removal action, represented the grievants at an informal hearing and a Step A hearing, and appealed the case to the dispute resolution team. When these cases were impasse, the NBA reviewed and appealed them to regional arbitration. The union then sent a trained arbitration advocate to the hearing and represented these TEs. The NALC also pays half of the arbitration hearing costs, which are typically several thousand dollars each. Does the individual TE have to pay these costs? No, it's a shared sacrifice.

Another reason listed for TEs not joining their union is resentment that they are not career employees.

The employer is not about to unilaterally create more career employees. So, at the bargaining table, it's the NALC that is attempting to secure ample opportunity for TEs to become career employees. In this noble pursuit, NALC convention delegates have adopted the following resolutions:

- **Resolved:** That each TE carrier that has worked for 180 days will be given the 473 Examination upon their request to the local district office. The exam score will remain in their OPF.
- **Resolved:** That in the interest of insuring unity within the NALC, and in keeping with our long established principles of a full-time career workforce, that the NALC leadership take all measures possible to insure that the existing number of TE carriers represents a "cap" not to exceed the current numbers, and that no more "second tier" letter carriers are hired; and further be it
- **Resolved:** That the NALC leadership take every action possible to have any and all current TEs converted to a career employee status.

The delegates are fully aware that negotiating for one benefit may reduce another—and they spoke loud and clear, as have leaders and members across our union. It's worth negotiating for TEs to be converted to career employees. It's a shared sacrifice. ✉