

Don't overlook what Arbitrator Fishgold says was APPARENT. I quote:  
"It was also VERY APPARENT TO ME (caps by me for emphasis) that the parties' proposals to this Panel on the core economic issues at impasse were SUBSTANTIALLY DIFFERENT (caps by me for emphasis) than those items agreed to by the Postal Service and NRLCA in their tentative agreement or by the Postal Service and the other 3 unions."

Understand that and you understand what's APPARENT ! The Arbitrator basically said that the Postal Service and NRLCA negotiated nickel and dime issues, and then, in binding arbitration, both demanded award of multi-dollar issues ! Arbitrator Fishgold pretty much said that's BS ! He came damn close to saying the parties must have negotiated in bad faith, and weren't gonna get away with it during binding arbitration, as long as he had a say ! He said the Postal Service and NRLCA "negotiated" a tentative agreement that was "satisfactory" then, but now in binding arbitration, both sides want the moon ! Fishgold in essence said ... I think not !!

Let's get back to basics -- contract negotiation. The NRLCA accepted what the membership saw as a BS agreement from the Postal Service. NRLCA accepting and presenting that tentative agreement to the membership, was as I said then, the easy way out being taken by the Natl Board, if they could get it ratified by the membership. It wasn't ratified and NRLCA had no choice but to go back to work, and eventual binding arbitration. So, OK maybe NRLCA was "prepared" for binding arbitration with the USPS as they said. But once again, as in Wells, all that "preparedness" and those volumes of information and data proved virtually useless ! Seems NRLCA "was ready" to fight battles that were never enjoined and once again, members will be the judge of NRLCA "representation" and what, if anything they "won" from that representation and subsequent Fishgold award.

Without a lot of numbers crunching, Rural Carriers get 1.5% each year for 2007/8/9 (NALC gets 1.9% for same period). And it's a whole 3 tenths of a percent better each year than the Natl Board accepted agreement ! NALC got 1.4% for 2006, Rural Carriers 1.2% The \$686 lump sum payment (not tied to pay scale) is 1.9% for 40hour/Step A and goes down from there, for routes over 40 hours a week. If that's to make up for lost COLAs, consider: Soc Sec folks will get 2.3% COLA in Jan 08. And that lump sum (COLA) loses interest compounding for future annual pay raises and COLAs, which directly impacts (lowers) retirement pay ! The total 4% decrease Postal Service pays for Health Care Ins Premiums over 4 years, is about what was initially "accepted". But, with those premiums expected to rise 7 to 10% each year, annual raises and COLAs may not cover the increase in premium payments at end of 4 years !! EMA base is better than the tentative agreement (like 46 cents <2009> vs. 41cents), but still woefully inadequate !! The bone thrown to the RCAs is still there. Didn't see any agreement re. CDS like NALC has, nor any mention of all craft employees becoming career employees.

The bottom line here, is that a union should make demands during initial contract talks and negotiation, for what it thinks it's members deserve, and not raise the stakes when it comes to interest (binding) arbitration. The notion that what's been asked for by the other unions applying to NRLCA representing Rural Carriers is, and has been illogical. Yet NRLCA seems to have followed in the same footsteps of the other unions demands !

It also seems that it was APPARENT to Fishgold, that both parties reneged while playing their game of poker -- you can't check and then raise the bet ! (negotiation vs. arbitration). Nor, can you go back after the game is over, and say I won a particular hand, and say that you meant to bet more, and should now be paid ! That's essentially what the union tries to do, when they say that Rural Carriers deserve salary parity with City Carriers. That difference in pay, is a direct result of previous contracts negotiated by both unions for their members. Rural Carriers fall further behind City Carriers pay wise in this contract as well. And, asking an Arbitrator to go back and fix the NRLCA's previous "bad" negotiations and arbitrations won't ever get Rural Carriers an award of pay parity with City Carriers ! NRLCA must be upfront, demand, and justify the demand for increased salary in contract negotiations (and arbitration if it gets to that).

I think what was APPARENT to most, was that the Arbitrator wouldn't "award" much more than was initially agreed to, so don't think too many are surprised. I'm also sure a lot of Rural Carriers expected much more.....

I'm not at all inclined to blame the Arbitrator for this award -- I'd have to fault both USPS and NRLCA !

An Arbitrator has one main duty -- resolve disputes. Understand what Arbitrator Fishgold told the parties (USPS and NRLCA). He wasn't there to have them renegotiate a contract ! He was there to settle their initial disputes ! That's what Arbitrator's do -- settle disputes. To do so, they look at additional info, arguments, and clarifications presented by the opposing parties, as relate to items in dispute.

Those items in dispute, were those items added during contract talks and negotiation, and part of the "tentative" agreement. What Arbitrator Fishgold was not required to do, was to listen to newer contract proposals presented during binding arbitration as requested by both the USPS and NRLCA. For example, both wanted to demand changes in time standards, NOT addressed or in dispute from the tentative agreement. Also, the USPS was told they couldn't introduce a Locality Pay Option into the arbitration process, since there was no official record of dispute, and it had not been part of the tentative agreement. Likewise the plea that Rural Carrier's pay be closer to City Carriers as advanced by NRLCA was similiarly dismissed.

Matters not if USPS and NRLCA agreed or disagreed with those new (in arbitration) demands. The Arbitrator's job was not to go back to square one so USPS and NRLCA could negotiate a "new" contract, with a lot of probable "new" disputes. The parties failed to do their job in contract negotiations, and tried to make that worse in arbitration. The Arbitrator set the framework (the tentative agreement) for USPS and NRLCA to address and hopefully settle their initial disputes, without adding new ones to be settled by the Arbitrator.

May seem to some like the Arbitrator took the easy way out. The real problem, was the result of the parties (USPS and NRLCA) not presenting, adequately addressing, totally resolving, or recording disputes to demands their side made during the initial phases of the collective bargaining process. All that was overcome by events. A tentative agreement WAS MADE that WAS ACCEPTABLE to both parties -- the USPS and NRLCA. The fact that it was (rightly, in my opinion) NOT RATIFIED by the membership is relatively meaningless. The membership are the one who elected the National Board to represent them in the collective bargaining process, and aren't direct participants in that process.

Also remember, the Arbitrator owes it to BOTH parties to be fair. Seems his bench mark was cost per employee to the employer (USPS). That cost was known and agreed to by the other unions and USPS. Some fared better than others, but that's the result of effective vs. less than effective collective bargaining. The Arbitrator's point was, that NRLCA was not going to gain a significant and disproportionate advantage over the employee, when the other unions had settled for amounts the other unions (and their members) considered fair.

Arbitrator Fishgold also said, had all the parties' demands (like for time standards, locality pay, and Rural Carrier salary parity with City Carriers) been in dispute from contract negotiations, he would not have taken the approach he did. But the National Board accepted a tentative contract and then wanted to rewrite it during arbitration.

Again, I don't fault the Arbitrator -- I fault the USPS and NRLCA.