

sessions, and informal talks, all going on simultaneously. Subcommittees focused on some of the most important articles contained in the National Agreement, including Article 8 on overtime, Article 12 on seniority and reassignments, Article 15 on the grievance-arbitration procedure, and Article 32 on subcontracting. Other proposals also were submitted by both parties, covering a wide range of topics that could use improved language or improved solutions to ongoing problems.

Meanwhile, relying on its interpretation of key economic facts and indicators, the Postal Service has been demanding significant concessions under Article 7 governing employee complement and Article 9 governing wages. Moreover, the Postal Service also has been seeking changes in the National Agreement (and legislatively, to the extent necessary) that would be responsive to the proposals included in the two “white papers,” issued by the USPS over the summer, with regard to layoffs and withdrawal from the federal retirement and health insurance programs.

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With all of these issues dividing the parties, it can hardly be surprising that an overall settlement could not be reached by the original deadline of November 20. Only time will tell whether the parties are able to narrow their divide and reach a tentative agreement during whatever periods the National Agreement may be extended by agreement of the parties. After a short break for the Thanksgiving holiday, the Union’s National Negotiations Team has continued to work on these issues, ever

mindful that, absent agreement, the parties may have to resort to an arbitrator or another third-party neutral to resolve their dispute.

All NPMHU members should already be aware that, if the bargaining process culminates in a tentative agreement between the parties, that agreement is subject to a ratification vote by the entire regular membership of the Union. As required by the NPMHU National Constitution, the vote would be by mail ballot, and would be run in accordance with procedures to be adopted by the National Executive Board.

If, on the other hand, the parties fail to reach a tentative agreement, the governing statute (that is, the Postal Reorganization Act, as amended, or the PRA) contains a series of alternative procedures that the parties may follow to resolve their bargaining dispute. (Remember that the PRA prohibits strikes by postal employees and lockouts by postal management, and therefore the objective of the PRA is to resolve a bargaining dispute without resorting to these economic weapons.)

In particular, the PRA initially makes clear that, should they choose, the parties to a bargaining dispute “may by mutual agreement adopt procedures for the resolution of disputes or impasses arising in

the negotiation of a collective-bargaining agreement.” If a mutually satisfactory dispute-resolution procedure is not adopted by the parties, however, then a specific procedure set forth in the PRA would control. That procedure begins with mediation, and eventually ends in binding interest arbitration. As part of that arbitration, a three-member board (one appointed by the NPMHU, one appointed by the USPS, and one neutral) would hold a “full and fair” hearing, including an opportunity for each party to present evidence in support of its claims, and an opportunity to present its case in person, by counsel or by other representative as they may elect. Decisions of the arbitration board are issued, and those decisions are conclusive and binding upon the parties. Absent agreement to an extension, the arbitration board must render its decision within 45 days after its appointment.

Thus, an arbitration award would not be issued—at the very earliest—for at least 100 days after contract expiration. Moreover, in past rounds of bargaining, the parties often have extended these deadlines, so that final agreements are not reached until many months beyond the statutory deadline.

