Arbitration—The final step of the grievance process

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References to arbitration are recorded from ancient Greece, Rome, India and imperial China. In early-modern Europe, arbitrators offered their services at trade fairs where traveling merchants turned to them for neutral dispute settlement, which was a service they did not trust local courts to provide. One of the first disputes to be arbitrated in the United States was submitted to the American Arbitration Tribunal, organized in 1786 by the Chamber of Commerce of New York, and it resolved the wages of seamen.

Since then, arbitration has become an integral part of resolving a myriad of disputes in the United States. The authority and decisions of arbitrators have been challenged on numerous occasions and have been repeatedly supported by district courts and even the Supreme Court.

For letter carriers, final and binding arbitration has been the final step of our grievance procedure since our first collective-bargaining agreement in 1970. Article 15.4.A.6 of the National Agreement states in relevant part: "All decisions of an arbitrator will be final and binding."

Arbitration will never be perfect, but we must make it work. The NALC consistently strives to make our arbitration system work better for letter carriers. As we have always preached, it starts at the local level by building grievances at Informal Step A and Formal Step A that will withstand the fire of arbitration. Arbitrators do not rule on conjecture and suggestions. Instead, they base their decisions on evidence and facts that are submitted through the joint grievance file.

As a former Step B representative, I always reviewed grievances by asking myself if this file could stand up in arbitration. If I answered that question with a "no," then I would do my best to get a negotiated settlement. National business agents (NBAs) and regional administrative assistants (RAAs) also must answer that question when they decide to appeal a case to arbitration or when they are considering making a pre-arbitration settlement. It is never an easy decision, but the NBAs understand the strengths and weaknesses of a grievance file, and they also know the tendencies of their arbitrators on a particular subject.

Another way that we make sure our arbitration system works for letter carriers is by ensuring that our arbitration advocates are thoroughly trained and equipped with the tools they need to be successful. I would like to take this time to thank all our arbitration advocates for their heroic efforts. Like that of most union activists, their work is very difficult and, for the most part, thankless. Success in arbitration results from the hard work and dedication of all those who participated in building and presenting the case. As a union, we should always agree that a win for one is a win for all, and credit should be shared. Our recent success rates at arbitration are indicative of the hard work and commitment at every level of our union.

Recently, NALC added a new staffing component to the arbitration process in our ongoing efforts to provide excellent representation for our members by adding three full-time advocates: Stephanie Baiungo out of California, Jon Calloway out of Illinois, and Michael Murray out of Massachusetts. These advocates are tasked with tackling complex issues at arbitration. They also are assigned to assist the regions in covering other arbitrations when the needs arise. Their duties include training and assisting newly trained advocates. The full-time advocates also are used for some regional trainings. They are doing great work, and they are having a very positive impact.

Regional arbitration numbers

Currently, we have 3,569 cases pending regional arbitration. Of those, 2,764 had not been scheduled as of October 2023. These numbers are staggering and trending in the wrong direction, but they are driven by problems that are oftentimes out of our control.

Our grievance procedure is designed to resolve issues at the lowest possible level, but it requires that both parties bargain in good faith. Too often, management's representatives at every level of the grievance procedure can't or won't bargain in good faith. The union used to settle countless grievances with "cease and desist" language because the NALC simply wants management to agree to stop the violation. However, as of late, management refuses to entertain a settlement with cease-and-desist language out of fear of creating a monetary remedy in the future. Because of these facts, the union is forced to go forward to binding arbitration on grievances that could often times be resolved with a simple cease and desist agreement.

Regardless of the backlog and the reasons for it, the NALC's resolve to police our agreements and protect the rights of letter carriers will not wane.