

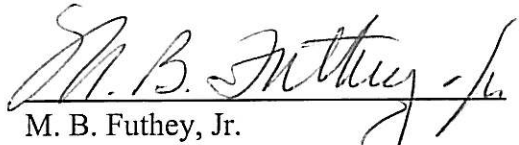
Dissent of Organization Member to Award No. 1 of SBA No. 1163:

I must respectfully dissent. To say, as does the majority of the Board, that “the issue [of entry rates] was addressed or considered as part of the give and take of [the 2004-08] collective bargaining round, albeit without resolution” plainly ignores the undisputed facts in the last round of national handling.

This dispute does not involve the give and take at the bargaining table in the 2004-08 national round. Rather, it concerns the deferred price the carriers agreed to pay in the involved side-letters to the August 20, 2002 UTU National Agreement. That price was the promise to address, or to use the carriers’ dictionary definition, “deal with,” the relationship of service scales (or entry rates) to training and experience. The carriers were not willing to discuss the service scale/training and experience nexus in January 2007 because they demanded withdrawal of the UTU proposal at that time. Even in the eleventh hour of negotiations in January 2008 the carriers suggested reference to local negotiations or a 9.2% across the board wage reduction.

The proffered 9.2% wage cut for all employees the carriers offered on the last day of negotiations did not fulfill their commitment to address the relationship of entry rates to training and experience. One should consider what the carriers’ reaction would have been if the shoe was on the other foot. Assume the 2002 Agreement eliminated existing entry rates (as it in fact did for pre-July 1, 2004 employees), but did not re-institute entry rates for employees hired after June of 2004. And assume that in the ‘02 round UTU signed the same Side Letters committing that at the first opportunity in this round, the parties would address the relationship of entry rates to training and experience. Then assume that at the 11th hour of the negotiations in the last round, after the “pattern” for wages had been set, UTU made a proposal that all current employees would receive an across-the-board 25% wage increase, meaning there would be “entry rates” for new employees. They would make what is now standard rates and everybody else would make 25% more!

In those circumstances the carriers would hardly agree that UTU had fulfilled its commitment to “relate entry rates to training and experience.” And this Board would hardly agree that the status quo (i.e., no entry rates) must continue because of UTU’s offer, because an across-the-board wage hike for current employees has absolutely nothing to do with training and experience. As absurd as UTU’s argument would be in that scenario, that’s just how absurd and illogical the carriers’ position is in the present circumstances. The Board simply should have found that the parties are obligated to establish the nexus between entry rates and training/experience, and that it should be done completely outside of and apart from the wages contained in the ratified 2008 contract because the commitment to make that nexus remains outstanding from the 2002 round.


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Organization Member, SBA No. 1163