

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Dispute Between

CITY OF WATERTOWN

and

WATERTOWN PROFESSIONAL FIRE FIGHTERS

ASSOCIATION, LOCAL NO. 191 OF THE

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

PERB Case No. IA81-24

AWARD OF ARBITRATION PANEL

2018  
CONCILIATION

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On August 26, 1981, the New York State Public Employment Relations Board appointed the undersigned as members of a Public Arbitration Panel to resolve the dispute between the City of Watertown (hereinafter referred to as the City) and the Watertown Professional Fire Fighters Association (hereinafter referred to as the Association).

On November 20, 1981, a hearing of this case was held in the Watertown Municipal Building. Appearing for the Association were: Richard P. Walsh, Attorney; Joseph Gravelle, Battalion Chief; Ronald Damon, Battalion Chief; Edward Fennell, Municipal Finance Consultant; and Fred Reich, Attorney.

Appearing for the City were: Donald L. Taylor, Corporation Counsel; John Sawyer, Superintendent of Public Works; Karl Amylon, Administrative Assistant; and Glen Freeman, City Auditor.

At the outset of the hearing, the parties entered the following stipulation:

It is hereby stipulated and agreed between the parties that the within Arbitration conducted pursuant to Section 209 of the Civil Service Law of the State of New York will be limited solely to the issue of the proper salary or wages to be paid to members represented by the Watertown Professional Firefighters Association, Local No. 191 over the term of the Arbitration Award and to the issue of manning; that the previous contract between the parties covering the period 1980-1981 will otherwise remain unchanged; and that all other demands previously submitted by either side are withdrawn.

In accordance with Section 209 of the Taylor Law, the parties were given the opportunity at the hearing to present "orally or in writing, or both, statements of fact, supporting witnesses and other evidence, and argument of their respective positions...." At the request of the Association, a verbatim record was kept of the hearing (except, because of a misunderstanding over scheduling, no record was kept of the first hour of hearing), and a transcript was later furnished all parties.

On December 15, 1981, the members of the Arbitration Panel met in executive session in the Watertown Municipal Building. At that session a majority of the panel agreed upon an award.

#### Award

For reasons to be described, we award the following:

1. A one-year agreement, covering the period July 1, 1981 through June 30, 1982.
2. The relevant portion of Article 4(1)(a) of the 1980-81 Agreement shall be altered to provide a 7 percent increase in all steps and grades of the Fire Pay Plan over the pay plan for 1980-81, retroactive to July 1, 1981.
3. Article 4(1)(b) shall be altered to provide longevity payments of \$325 at the end of six years of service; \$650 at the end of twelve years; and \$975 at the end of eighteen years. The references in the 1980-81 Agreement to a percentage basis of longevity shall be deleted.
4. Article 5(4)(b) of the 1980-81 Agreement shall be altered to read "18 men" instead of "22 men," and "at least 18" instead of "at least 22."

#### Manning

In the negotiations preceding arbitration, the City proposed the deletion of Article 5(4)(b) of the 1980-81 Agreement, which provided in part that "whenever manpower drops below 22 men, excluding the Battalion Chief, a member or members shall be called in to cover the shortage to bring the strength to at least 22." The Association presumably opposed that demand.

At the hearing on November 20, 1981, neither party addressed this issue in any way, failing to present either argument or evidence on the City's demand. In the executive session of the Arbitration Panel, however, the panel members appointed by the parties agreed without argument to retain Article 5(4)(b), providing the stated minimum is changed from 22 to 18 men.

#### Salaries

The Association asked that salaries be increased across the board by 8 percent on each of the following dates: July 1, 1981, January 1, 1982, July 1, 1982, and January 1, 1983. The City proposed throughout negotiations maintaining without change the 1980-81 salary schedule, but in arbitration the City offered the same increase that had recently been mandated for the CSEA unit of city employees, namely, a 5 percent increase for the six-month period of January 1 through <sup>June</sup> January 30, 1982, or in effect a 2.5 percent increase for the entire contract year of July 1, 1981 through June 30, 1982.

The Arbitration Panel appraised those salary proposals in light of Section 209.4 of the Taylor Law, which directs such panels to take into consideration, "in addition to any other relevant factors," the following criteria:

- (a) comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.
- (b) the interests and welfare of the public and the financial ability of the public employer to pay;
- (c) comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- (d) the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

Comparison of Wages, Hours, and Conditions

The parties offered neither evidence nor argument on the "hours and conditions of employment" of other employees, with one exception. The Association argued that its members were losing about 2 percent of their normal annual income as a result of the adoption by the City Council of an ordinance directing municipal offices to cease a long-standing practice of closing early during July and August. Under Article 6(8) of the Agreement, fire fighters, who are obviously unable to "close early," received one hour's pay for each day that municipal offices were on a shorter summer schedule. The Association did not dispute, however, assertions by City representatives that the summer-hours payment had been made to firefighters in the summer of 1981 and that the new ordinance becomes effective only on July 1, 1982. Thus, this comparison of working hours is not relevant to our award of a one-year contract ending on June 30, 1982.

Far more relevant are the following data on salary settlements in other bargaining units:

1. Association Exhibit 4 shows that, among all firefighters' contracts in New York State that were analyzed by the Public Employment Relations Board (PERB) through May 5, 1981 and that provided a salary increase in 1981, the unweighted average increase was 7.8 percent and the weighted (by number of employees in the bargaining unit) average was 8.0 percent. Among contracts providing any increase in 1982, the unweighted average increase was 8.0 percent and the weighted average was 7.2 percent. (The years noted are fiscal years ending in 1981 or 1982.)
2. Association Exhibit 5 summarized the salary increases awarded in all firefighter interest arbitration decisions issued from January to November 18, 1981. A simple average (the mean) of the first-year increases in these awards is 8.2 percent; the average of the second-year increases is either 8.4 or 8.7 percent, depending on which figure is used for the second year of a three-year award in Saratoga Springs.
3. In the Watertown area, the teachers' current contract provides a 6.23 percent increase effective July 1, 1980 and a 7.28 percent effective July 1, 1981; the Jefferson County CSEA contract provides for increases of 8 percent on January 1, 1981, 8 percent on January 1, 1982, and 5 to 9 percent, depending on the cost of living, on January 1, 1983; and the Jefferson County Sheriffs' contract provides a 10 percent increase on July 1,

1981 and 8 percent on July 1, 1982.

4. Within the city government of Watertown, the CSEA contract, as noted above, was imposed by the City Council and provides, in effect, a 2.5 percent increase for the 1981-82 contract year. In addition, the City and the Watertown Police Benevolent Association have agreed that the salary increase awarded in this case to firefighters shall be extended to the police unit.
5. The parties agreed that private-sector comparisons are not relevant.

It is always hazardous, of course, to generalize about the pattern of salary increases in many bargaining units. Even units limited to the same occupation or geographic area can vary greatly in their needs and preferences, and salary is often only one of several items being compromised at the bargaining table. As a practical matter, however, the parties and the Taylor Law both stressed the importance of wage comparisons, and it is our judgment that about 8 percent is the most common pattern of salary increases for 1981-82 in bargaining units that are relevant to the Watertown Fire Fighters' unit. Our award of a 7 percent increase comes close to matching this rough pattern, but it falls a little short for reasons described below.

#### Ability to Pay

As noted above, the second criterion specified by the law reads in full: "the interests and welfare of the public and the financial ability of the public employer to pay." There is considerable uncertainty over the precise meaning of "the interests and welfare of the public" as distinct from the other criteria specified in the law. We believe that in most arbitration cases conducted under this section of the law, all concerned have interpreted this second criterion to mean only "the financial ability of the public employer to pay." That was certainly the interpretation of the parties in this case, since neither argued that "the interests and welfare of the public" constituted something more than the employer's ability to pay. We shall follow their lead in this respect.

The City advanced the following arguments in support of its claim that a

salary increase of more than 2.5 percent would cause the City considerable financial distress:

1. The property tax rate in the city increased by 35 percent from 1980-81 to 1981-82, or from \$3.65 to \$4.94 per hundred dollars of assessed value. The constitutional tax limit during the current fiscal year is a rate of \$5.27. These facts show, argues the City, that it is facing a difficult year and that taxpayers as well as employees are being asked to make a considerable sacrifice.
2. The total assessed valuation of real estate in the City declined from the previous fiscal year to the present year, pointing up the uncertain fiscal future of the City.
3. Further evidence of the gravity of the municipal fiscal situation is that the City, in an effort to cut costs in the Fire Department, the single largest element in the budget, laid off ten firefighters and closed one of the five engine houses in July 1981. These moves resulted in the department's operating with a manpower minimum (below which other employees must be called in) of 18 men instead of the 22 men called for in the Agreement.
4. In spite of these and other cuts in the 1981-82 budget, the City might incur a deficit of as much as \$337,000 by the end of this fiscal year if all budgeted payments were made as planned. According to the testimony of Mr. Freeman (transcript, pages 169-178), this possibility arises because several costs were not included in the current budget for one reason or another. These costs include part of the payment due under the fire and police retirement plan, an increase in health insurance premiums, required improvements in traffic signals, and the recent CSEA salary increase. Although the City expects a large share of these added expenses to be covered by state aid to small cities in spring 1982, that expected aid would cover only \$479,000 of the total \$817,000 in unbudgeted costs.
5. The City also stressed that the revenues anticipated in the 1981-82 budget might not be fully realized, which would further complicate the problem of meeting unbudgeted (and, indeed, budgeted) costs. For example, a poor Christmas season for local merchants could reduce the revenue from the sales tax; the Reagan administration's budget cuts at the federal level might knock out some expected federal grants; and the total amount of state aid will not be known until the unpredictable state legislature makes its decisions in spring 1982.
6. The City stated that, in light of these many fiscal pressures, its 1981-82 budget assumed no salary increases would be granted any city employees. A 1 percent salary increase would cost \$22,650 for the firefighters alone and \$36,000 for both the police and firefighters. In addition, any

salary increase above 2.5 percent might well be extended to the members of the CSEA unit, at a cost of \$24,800 for each 1 percent increase. The City argues that an un-budgeted salary increase would probably require it to resort to some kind of deficit financing.

The Association cited the following arguments in support of its claim that the City could afford a sizable salary increase:

1. It is true that the tax rate increased significantly in 1981-82, but there had been no increase in the rate during the previous three years.
2. As far as sacrifices are concerned, the firefighters have done more than their share, having been the only group of municipal employees to suffer actual layoffs and not simply loss of unfilled positions. As noted above, ten firefighters were laid off in July 1981. That layoff not only was damaging to those laid off but also resulted in an increased work load for those remaining.
3. The 1981-82 budget actually contains ample funds to finance the salary increase sought by the Association. These funds are not labeled "salary increases" in the budget, but, the Association contended, they can be found in other accounts. In particular, the Association argued that the Department of Public Works' account contains a large amount of "padding." Association exhibit 6 shows, for example, that when actual expenditures in fiscal 1981 are compared with budget expenditures in fiscal 1982, the difference is an increase in fiscal 1982 of \$579,567 in the account of the Department of Public Works and a decrease of \$298,815 in the account of the Fire Department. Further, Mr. Fennell testified without contradiction that over the past five years the "transportation functions" of city government (which account for a majority of Public Works expenditures plus the airport, bus operations, and off-street parking) have consistently been allocated in the budget more money than they actually spend, the difference ranging from \$65,000 to \$144,000. He also testified that there was a similar pattern of "overappropriations" in the category of "general government," ranging in recent years from \$47,000 to \$306,000. (Transcript, pages 87-90.)
4. The Association also contended that municipal revenues may be higher than the City estimated in its 1981-82 budget. Mr. Fennell pointed to the relatively large amount of sales tax collected in the first quarter of the current fiscal year; state aid expected during the last quarter to help underwrite the code enforcement program; and the relatively high interest income earned by the City during the first four months of the current fiscal year. Mr. Fennell estimated that these extra revenues might total as much as \$386,000 over the fiscal year. (Transcript, pages 94-97.)

Association witnesses also referred to the possibility that municipal revenues might be increased if Haitian refugees were

quartered at Fort Drum and when a state prison now under construction is completed outside the city. In addition, a new plant (the Phillips Company) is under construction in the local area. The Association argued that these factors suggest the economic future of the area may be brighter than the City's budget assumes.

Clearly some of the parties' arguments on this score were exaggerated or depended excessively on speculation. For example, the question of whether Haitian refugees would come to Fort Drum was unresolved at the time of the arbitration hearing and subsequently the federal government decided against such a move. Also, Mr. Taylor stated without contradiction that the proposed prison is the subject of a lawsuit that will probably not be resolved for some time.

(Transcript, page 107.) Also, the new Phillips Company plant will certainly provide jobs, but it is located outside the city limits and therefore will not directly improve the city's declining base of taxable property. Also, the Association's estimate of a possible surplus of \$311,000 in sales tax revenue assumes a continuation of the 16 percent increase in such revenues during the first quarter of the year, which is a very optimistic expectation, and it also ignores the fact the City's budget assumes a 5 percent increase. Also, the Association tended to assume that the state aid available under the arson program was predictable, whereas the City had not submitted its application at the time of the arbitration hearing and did not know the amount of aid it would receive. (In the later executive session, Mr. Forbes said that the City had been informed by state authorities that it would receive about \$17,300 under this program, of which about \$9,750 would be available to apply against the costs of both the fire and police personnel involved in the program.) In these several respects, the Association's projections appear unduly optimistic.

On the other hand, the City's projection of a possible deficit of \$337,000 is also debatable. Mr. Freeman testified that he considered it prudent to retain at the end of fiscal 1981 the sum of \$242,600 to meet bond and interest payments and a payroll on July 1 and 2, 1981. He acknowledged, however, that if he

had used that sum to pay the retirement bill due at the end of fiscal 1981, the possible deficit in fiscal 1982 of \$337,000 would have been reduced by that sum of \$242,600. (Transcript, pages 193-96.)

More important, City witnesses did not respond adequately to the Association's contention that much of the increase of approximately \$500,000 in the account of the Department of Public Works was padding available for underwriting a salary increase to firefighters. Superintendent Sawyer testified that he thought most of the increase in his department's budget was due to the increase in the cost of blacktopping and of truck rentals, but on closer examination those items appeared to account for only about \$91,000 of the increase of approximately \$500,000 in his department's budget. (Transcript, pages 206-07 and 235-36.) Nor was Mr. Freeman able to explain adequately the reasons for the increase of about \$500,000 in the DPW budget, stating at one point, when asked for an explanation, "I'll be darned if I know." (Transcript, page 221.) It seemed apparent that Mr. Forbes is more knowledgeable than any of the City witnesses about the municipal budget, but as a panel member he could not present direct evidence.

In summary, the neutral member of the panel believes that the City does indeed have the ability to pay a considerably larger salary increase than the 2.5 percent it has offered. Although some of the Association's arguments were exaggerated or unduly optimistic, as noted above, the City, for whatever reason, did not persuasively rebut the Association's central argument that funds are available in the DPW budget to underwrite a salary increase in the neighborhood of the rough pattern of 8 percent described earlier.

On the other hand, the neutral member of the panel believes that the City of Watertown does face some serious fiscal pressures, as attested to by the large increase in the property tax rate; the decline in the total value of assessed property; and the series of radical decisions to lay off ten firefighters, close one fire house, and reduce minimum manning levels in the Fire Department from

22 to 18 men--decisions which the Association did not challenge or attempt to reverse in the arbitration hearing. The neutral member of the panel therefore believes that these financial pressures warrant a salary increase slightly below the rough pattern of 8 percent.

#### Peculiarities of the Trade

The City did not challenge the Association's claim that since 1973 fire-fighting has been "the most hazardous profession in the country," as measured by job-related deaths and injuries. (Transcript, page 6.) That fact undoubtedly influences the absolute level of firefighters' salaries compared to the salaries of other occupations, but it does not necessarily justify awarding firefighters a higher rate of salary increase than other occupations receive in any given year. If firefighters' salaries were expected to increase more rapidly each year than the salaries in all other occupations, they would soon escalate far beyond any justifiable level.

The Association also presented testimony that firefighters in Watertown face several problems, such as cold weather, the presence of many old wooden buildings in the northeast section of the city, and the problems associated with two hospitals, six shopping centers, and seven high-rise buildings for senior citizens. The Association did not show persuasively, however, that these problems are significantly more serious in Watertown than in other cities.

Neither party presented evidence or argument on the physical, educational, or mental qualifications of firefighting or the job training and skills required of firefighters.

None of these remarks are intended to denigrate those employed as firefighters in Watertown or elsewhere. This is indeed a hazardous and demanding occupation, but that fact alone provides no basis for awarding a salary increase to the members of this bargaining unit that is higher than the increase suggested by the other criteria reviewed in this report.

Previous Agreements

All previous contracts between the City and its three bargaining units have been of one year's duration, and the City prefers to continue this practice. The Association did not offer compelling reasons for abandoning this long-standing practice in favor of a two-year contract.

All three units have received the following salary increases over recent years: 9 percent in 1980-81; and, in each preceding year (from most recent back to 1973-74), increases of 7 percent, 8 percent, 5 percent, 5 percent, 6 percent, and 9 percent. It is difficult to judge such figures in isolation, but they suggest, on an impressionistic basis, that increases in this unit have not been significantly higher or lower than the norm of salary increases in the public sector in New York State. No documentary evidence was introduced on this point, however.

The 1980-81 Agreement between the parties, which has been continued in all respects except salary and manning, provides 11 paid holidays, noncontributory retirement and health insurance plans, and job security provisions in the form of manning and seniority clauses and a grievance procedure.

None of these "terms of collective agreements negotiated between the parties in the past" provides a basis for awarding more or less than the 7 percent increase suggested by the other criteria reviewed in this report.

Other Relevant Factors

The parties also advanced several other arguments that do not fit neatly under any of the criteria so far reviewed. The City, for example, pointed out that in April 1981 the rate of unemployment was about 8 percent in New York State, about 10 percent in the City of Watertown, and about 12 percent in Jefferson County. This fact provides some support to the City's argument that the Watertown area is facing difficult economic times, but the pros and cons of this argument have already been covered under ability to pay.

On the other hand, the Association stressed that the cost of living has increased between 9 and 10 percent during the past year and many forecasters expect about the same increase in 1982. (Union exhibit 2 and transcript, pages 65-66.) There is no doubt that the current inflation imposes a heavy burden on the employees in this bargaining unit, but it also imposes a burden on the employees in other bargaining units and on the taxpayers of Watertown. Thus, this factor does not provide a basis for granting an exceptional salary increase to this bargaining unit alone.

The Association also argued that the delay of several months in granting the firefighters a salary increase effective July 1, 1981 constitutes a "lost opportunity" for the employees to save or invest or otherwise use that money as they saw fit, and it also provides the City with a "gained opportunity" to earn interest on those funds or to use them in other ways to its advantage. Although there is some merit to this argument, it is not customary for interest arbitrators to award higher salary increases to compensate for this possible disadvantage of retroactivity, and we see no reason to depart from that customary practice in this case.

Finally, the Association argued that its members had been subjected to an increased work load in recent months, but the evidence on this point was inconclusive. For example, in a posthearing submission, the Association stated that the number of alarms during fiscal 1981 was 849, whereas there were 600 alarms in the four-month period of July 1 through October 30, 1981. During the hearing, however, Chief Damon estimated that "a little over 300...alarms...were directly related to the flooding conditions in the month of August," that is, were a result of people asking the Fire Department to pump out their homes, requests that the department turned down. (Transcript, page 22.) If that estimate is correct, there were only about 300 "genuine" alarms during the period of July through October, 1981, or an annual rate of about 900 alarms--not significantly different from the total of 849 alarms in fiscal 1981.

Longevity Payments

Article 4(1)(b) in the 1980-81 Agreement reads in part as follows:

- b. In addition to the pay plan described in "a" above, the City agrees to provide a longevity plan of payments as follows:
- (1) at the end of six years of service in the Fire Department a payment of two per cent of the salary of the F step for Firefighter, which is \$325.
  - (2) at the end of twelve years of service in the Fire Department a payment of another two per cent of the salary of the F step for Firefighter, which is \$650.
  - (3) at the end of eighteen years of service in the Fire Department a payment of another two per cent of the salary of the F step for Firefighter, which is \$975.

In its contract demands, the Association proposed that this clause be changed to provide payments of 3 percent at each of the three levels of service specified. In a letter of May 27, 1981 to the Association president, the City's negotiator, Mr. Forbes, proposed: "The same pay grades and longevity payments as in the present pay plan."

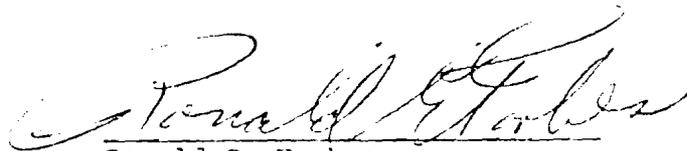
During the arbitration hearing, neither party spoke specifically to the issue of longevity payments. During the executive session of the panel, the City representative pointed out that Article 4(1)(b) needed to be changed in one way or another, since 2 percent of the 1981-82 salaries being awarded (that is, 7 percent higher than the 1980-81 salaries) would no longer equal the payments of \$325, \$650, \$975 specified in last year's Agreement. A majority of the panel concluded that this provision should be altered and that such a change was within the jurisdiction of the panel. The parties' stipulation at the outset of the hearing stated in part that "the within Arbitration...will be limited solely to the issue of the proper salary or wages to be paid to members represented by the...Association," and longevity payments are grouped together with general salary increases under Article 4, which is entitled "Compensation."

The majority of the panel chose to retain the dollar amounts rather than the percentage rates specified in the 1980-81 Agreement. This choice was dictated by the same considerations of ability to pay that persuaded the majority to award an across-the-board increase slightly below the rough pattern of salary increases in other bargaining units.

Conclusions

In summary, a one-year contract continues the long-standing practice of these parties with respect to contract duration; a general salary increase of 7 percent nearly matches the average increase in other relevant bargaining units but makes some allowance for the City's limited ability to pay; when applied to this case, the other criteria specified in the law do not provide any basis for awarding a higher or lower increase; and continuation of the dollar rather than percentage measures of longevity payments also recognizes the financial problems of the City. For all those reasons, we believe this award to be fair and reasonable.

  
Donald E. Cullen  
Chairman of Arbitration Panel

  
Ronald G. Forbes  
City Panel Member



insuring to the firefighters an increase in longevity pay as salary increased. Such a valuable right should not be summarily extinguished by the Panel acting without jurisdiction and only upon the suggestion of the Employer member.

The majority of the Panel has seen fit to award only a 7% across-the-board increase in salary as part of a one-year agreement covering the period July 1, 1981 through June 30, 1982. In its presentation, the Association presented convincingly and without contradiction, that the City has historically over-estimated expenditures in various parts of the budget. The Association showed an increase in the Public Works accounts for fiscal year 1982 of some \$579,567.00 over actual expenditures in year 1981, and the City could show no corresponding need for such an increase or otherwise justify the need for these monies in the Public Works accounts. At the same time, however, the account of the Fire Department was decreased by \$298,815.00. The City did not contest the fact that there are 19 unfilled positions in the Public Works Department, positions which while funded, are not filled. On the whole, the Association shows that the City does have the ability to pay a very substantial salary increase.

A review of the record as a whole reveals that the Association deserves an increase above the 7% awarded by the majority of the Panel. The Association proved that the workload of and danger to the firefighters has increased substantially over past years. The firefighters were the only group of employees in the City to suffer actual lay-offs and loss of

manpower in their department, effective July 1981. More disturbing, and without support in reason or the record, the majority at page 9 of its Award concludes that the City's decision to lay off 14 firefighters, close 1 fire house and reduce minimum manning levels in the Fire Department from 22 to 18 men is strong evidence of the City's unhealthy fiscal position and justifies a low salary award. These very same reductions have already saved the City money. The firefighters were the only department so affected. The Department of Public Works has been flooded with funds for its fiscal year 1982 budget. The reductions in the Fire Department do not justify low salaries. They are, however, strong justification to properly reward those firefighters who must now perform extra work, extra duties and suffer greater dangers in a Fire Department that has been severely reduced in its manpower and firefighting strength.

Finally, the Panel's award of a one-year contract is an abdication of its responsibility to the labor relations community and to the citizens of the City of Watertown to help create labor peace and harmony between the parties. The Association documented the strained labor relations that have existed between the Association and the City in recent years, taking such forms as improper practice charges and petitions to designate Battalion Chiefs as managerial or confidential before the Public Employment Relations Board, grievance arbitrations, and impasse procedures. The one-year contract awarded by the Panel will expire this year, and it is anticipated that the parties will begin negotiating in the very near future. A two-year contract would have provided

stability and continuity, rather than uncertainty and confrontation.

Therefore, on the basis of the foregoing, I respectfully dissent from the majority's opinion.