



# bulletin

FOR MEDIATORS / FACT FINDERS

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## HAROLD NEWMAN'S CLOUDY CRYSTAL BALL.

*Othello:* "Is he not honest?"  
*Iago:* "Honest, my lord!"  
*Othello:* "Honest! 'ay, honest"  
*Iago:* "My lord, for aught I know?"  
*Othello:* "What dost thou think?"  
*Iago:* "Think, my lord!"  
*Othello:* "Think my lord! By heaven he echoes me,  
As if there were some monster in his  
thought too hideous to be shown."

William Shakespeare  
"Othello", Act III - Scene 3

Iago was, of course, deliberately not clear in his responses, but normally, people ought to say clearly what they mean. The function of human speech is, of course, to communicate. Much of our adult population including nearly all of those under thirty, have not mastered the English language at all. I fear that within a decade, both "Pygmalion" and "My Fair Lady" will be revived as tragic dramas rather than comedies.

We must also deplore the American habit of adopting slogans solely to avoid the painful effort of thinking - and then communication of reasoned thought. Responding by slogan hardly requires thinking at all. Thus, "I am against coddling criminals"; "I never trust politicians"; "I am 100% American". (On this last, Mr. George Bernard Shaw once observed that people who say they are 100% anything are usually 100% ass, but I shall not dwell on this observation because Mr. Shaw was Anglo-Irish). We also have, "I believe in free enterprise". The last time that we had anything approaching free enterprise was in the administration of William McKinley. The Nobel Laureate, Milton Friedman, stands vigil at its grave and waits its resurrection. Currently, we are rather distressed by a slogan which is being, we think, misused by some in the labor relations field. I refer to, "I believe in free collective bargaining".

Now, let me hasten to state that those who wrap themselves in the banner of free collective bargaining are almost always totally sincere. We would submit, however, that collective bargaining has never really been "free". There are costs to both parties in the sense that between aspiration and reality, the representatives of union and management cannot achieve all or nearly all of their objectives in the final settlement of contract terms. (This may not be true, of course, where the power relationship is totally tilted to one side but such situations are a rarity nowadays and by nobody's definition would this be free collective bargaining.) Those who praise free collective bargaining mean an agreement achieved through voluntary negotiations without an imposed settlement through, for example, the interest arbitration route. One of the facts that must be faced is that voluntary agreements cannot always be achieved, and sometimes the costs imposed on public health, safety and welfare if the parties are unable to make such an agreement by themselves, may be very dear. We refer, for example, to negotiations involving utilities, milk deliverers, policemen, firemen, sanitationmen, etc. These involve, of course, both the private and public sectors. The question of whether people involved in the delivery of these services should have collective bargaining without statutory conciliation procedures should voluntary agreement fail to be achieved, is a public policy question. It is also a question of law. Professor Harold Lasswell of the Harvard Law School used to tell his classes that, "Law is Policy, not all Policy gets to be Law".<sup>1</sup>

Robert Doherty, Associate Dean of the School of Industrial and Labor Relations at Cornell, always speaks and writes clearly and never leaves any doubt on where he stands on questions of labor relations, labor law and public policy. He was, a few years ago, described in these columns as a "curmudgeon". He is one indeed. He is also brilliant without being stuffy. His wit and wisdom delight always. If there were more academics like him, I would regret my lack of formal education. Professor Doherty recently delivered a paper to a training session for fact finders sponsored by the Ontario Education Relations

<sup>1</sup> Quoted by Lasswell pupil and PERB panelist, Professor John Sands of the Albany Law School.



We think all "fair and wise" fact finders will agree that Bob Doherty has delineated comparability problems with refreshing clarity and candor. No Iago, he. Whether most impartialists will agree with him is another matter.

We suspect that regardless of whether one does or does not look at comparability as one of the major restraints on the parties in negotiation, everyone will agree that restraints there are. We do not seek to silence or even muffle those who trumpet "free collective bargaining". "But, if it existed" we say to them, "Could the country afford it?" "Indeed, could the parties afford it?"

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PLEASE NOTE. Erwin Kelly calls to our attention that it has been quite some time since many of you have gained admittance to our panel and the resumes which you submitted at that time have now become somewhat dated. We would appreciate your submitting updated resumes reflecting your increased experience so that we may place them in our personnel folders. Please address them to Harold Newman c/o of PERB.

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IRVING SHAPIRO

Irv Shapiro, our friend and Albany neighbor, a member of the National Academy of Arbitrators and one of the most gifted labor neutrals in the State, died last month.

There is no need to make reference to Irv's contributions as a labor impartial. That would be a redundancy for nearly everybody who reads this publication. We ought to perhaps, though, remember him too for the hundreds of hours he devoted as a volunteer to organizations that needed help to carry on their good works. There are many, especially here in Albany, who will always remember him for that.

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RECENT SETTLEMENTS

Summary of Provisions

Village of Kings Point  
(Nassau County)  
and  
PBA  
6/1/75-5/31/77  
(Covers about 20 Police)

Salaries: Increased 9.5% and 8.0% in 1st & 2nd years of agreement signed in July 1976.

<u>Rank &amp; Grade</u>	<u>6/1/74- 5/31/75</u>	<u>6/1/75- 5/31/76</u>	<u>6/1/76- 5/31/77</u>
Patrolman			
Start(1st Yr.)	\$11,447	\$12,534	\$13,537
Top(5th Yr.)	15,410	16,874	18,224
Sergeant	18,349	20,092	21,699

Longevity: Pay for 6 yrs.' service increased from \$300 to \$450. Newly added is \$50 per year of service for 16 through 35 yrs. \$350 @ 10 & 15 yrs. remains unchanged. Maximum for 15 yrs.' service now \$1,150 instead of \$1,000.

Night Differential: For hours between 3:30 P.M. and 7:30 A.M. to \$1,000/yr. for patrolman, sergeant \$1,200/yr. Was 45¢/hr. for basic salary of \$13,400 or less and 55¢ for over \$13,400.

Mileage Allowance: Raised 3¢ to 15¢ during second year.

Travel Time: Two hours if recalled to duty. New.

Clothing Allowance: Increased from \$175 to \$300 for 2nd year of contract. Cleaning & maintenance goes to \$300 in 1st year and \$350 in 2nd year. Was \$250.

Sick Leave: 18 days raised to 26 days per year effective 6/1/76. No limit on accumulation. Was 365 days.

Health Insurance: Coverage extended to widow and children of employee who dies while on active service - children until 18 as if employee were alive and widow till dead officer's 65th birthday or till widow remarries.

Dental Plan: Contribution by Village raised from \$150 to \$158 per year.

Termination Pay: Eligibility service time dropped from 20 to 10 years. Years of service times 5 days for time after 6/1/76. Four days did, and will, apply to service before 6/1/76. Sick leave up to 200 days times 50% paid on termination, effective 6/1/76. Was up to 130 days.