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FOR MEDIATORS / FACT FINDERS

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HAROLD NEWMAN'S CLOUDY CRYSTAL BALL. "'Cynics' said Oscar Wilde, 'know the price of everything and the value of nothing.'

"The price of conciliation and the constriction of a very tight budget have caused me to put too low a value on the dedication of our staff and panel. I had, until recently, to be counted in the ranks of cynics and non-believers but now I am converted and no longer a scoffing Gentile. With the painful rise in school district impasses this spring and summer, I was convinced that our fiscal needs would far outrace our funds but '*MIRABILE DICTU!*' We are saved!! (or probably saved).

"Three factors have made this miracle possible. One is that the staff has undertaken for the past few months virtually all of the mediation assignments. This has sometimes created an unconscionable burden for the staff, especially since they return to their respective offices in Albany, Buffalo and New York City after very few hours' sleep in order to man the telephones, serve as information sources and assist in administration. The second factor is that in those instances where it has been necessary to resort to fact-finding, the panel has been most conscientious in keeping the number of hearing days and writing days to a minimum. Finally, the gods intervened to provide a light load in local government impasses. We are most grateful.

"If PERB has not called upon you to take any cases in the past four or five months, please be assured that this is for the reasons referred to above and not because we do not want your services any longer. Some panel members are expressing irritation and dismay at the silence from Wolf Road. When the hounds of spring are on winter's traces, we will cry out for you. The question is - 'Will you love us in April as you did in September?'

"A painful phenomenon which appeared after the heavy 1971 load of school district negotiations was the 'settlement that got unstuck.' After exhaustive mediation, fact-finding and conciliation efforts in some districts, cries of anguish arose when the parties sat down to write the contract because they apparently did not know what they had agreed to. There were charges of bad faith and the conciliator urged to return to 'make those guys put in the contract what they said.' In most instances, I was compelled to suggest that this was not really a matter within the purview of conciliation but rather that of Improper Practice. I do submit, however, that it would be helpful if conciliators, once agreement has been reached, saw to it that the entire negotiating team for each side signed the Memorandum of Agreement.

"I appreciate that in the mystique of collective bargaining, agreements almost always seem to be achieved as rosy-fingered dawn appears. The parties and the conciliator are so fatigued that they are barely conscious but I implore that a pen be forced into each negotiator's hand, the Memorandum of Agreement signed by all, and the unnecessary trauma resulting from faithless memories avoided.

"We make it a practice to designate our cases here as 'open' or 'closed.' Today the Albany conciliation staff after reviewing the open case file for 1971 suggested another category, 'limbo'. These are matters which have gone to mediation and fact-finding and our records fail to reflect their final disposition. I am astonished that any fact-finder would so lack pride of authorship in his masterwork that he would fail to determine whether or not the parties had either sealed it with a kiss or shouted it down.

"As I write these lines, the staff is telephoning fact-finders to inquire about the status of cases which probably have been resolved but about which we have no final information. We beseech all fact-finders to stay with their assigned cases until final disposition. The blood, sweat and treasure that are poured into the resolution of PERB impasses do not permit that any be assigned to 'limbo'."

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WAGE AND SALARY CONTROLS. The question is: Are annual increments in the public sector part of the wage increase subject to the guidelines or are they excluded from the amount of increase covered by the guidelines? At this time, the Pay Board has not ruled on this question. It does not seem that it is the responsibility of PERB, a mediator or a fact-finder to develop those policies not yet promulgated by the Pay Board. If and when the Pay Board does adopt regulations and policies on public sector pay practices, it is still the function of the neutral to help the parties reach agreement. If information on Pay Board policies will help you settle a dispute, we will do our best to supply it.

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RECENT SETTLEMENTS

Agreement Between

Summary of Changes

New York City Transit
and
Local 100 of TWU - also
applies to Manhattan and
Bronx Surface Transit
Operating Authority repre-
sented by TWU.
1/1/72-3/31/74

- Wages: 6% increases @ Jan. 1, 1972; Jan. 1, 1973 and Jan. 1, 1974.
- Night Differential: Was 3¢ per hour. Becomes 2% Jan. 1, 1972; 4% Jan. 1, 1973 and 6% July 1, 1973.
- Health and Welfare Fund: \$50 increase to \$450 per year per member.
- Vacation: 5 weeks after 15 years.
- Pension: Manhattan and Bronx Surface Transit Operating Authority receives same pension as Transit Authority.
- Productivity: Labor-Management group to study maintenance operations and improve efficiency; disputes to arbitration.