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CITY OF NEW YORK

REPORT AND RECOMMENDATION

- and -

DISTRICT COUNCIL 37,  
AFSME, AFL-CIO  
(Public Health Assistants)

of

IMPASSE PANEL

I-20-68

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In the course of mediation, all outstanding issues between the parties were resolved, except the Union's request for a longevity increase of \$200 for employees with ten years of service and \$100 for those with five years. It was agreed that this issue would be submitted to an impasse panel. It was also agreed that hearings would be waived and each party would file a written statement.

Essentially the Union's case is based upon the fact that the Dental Assistant title received a longevity increase. There is considerable similarity between the scope of the duties of Public Health Assistant and Dental Assistant, according to the Union, and over the years the two positions have periodically been brought to the same salary-grade level. The employees often work side by side in schools and health centers throughout the City. Basically, the latest settlements covering the two positions are the same, except for the longevity differential granted to Dental Assistant.

The City contends that Dental Assistant received the longevity Increase only because that title was part of a bargaining unit of various social-service titles which negotiated it; it is not generally granted. The City argues that Public Health Assistant, a separate unit whose duties are clerical in large parts is more closely tied to

clerical titles which did not obtain a longevity increase in their settlement than to Dental Assistant.

It appears that both Public Health Assistant and Dental Assistant have substantial Clerical functions, and their line of promotion is to Senior Clerk. In that sense, each is linked closely with the clerical area, although Dental Assistant is included in a social-service bargaining unit. Thus the issue is whether the tandem relationship between Public Health Assistant and Dental Assistant should govern, or whether the special reason why the latter achieved longevity dictates denial in this case.

For whatever reason the longevity increment has been granted by the City only selectively. This casts the asserted tandem relationship in a different light, for Dental Assistant was the incidental beneficiary of an over-all unit's acquisition of a longevity differential; one part of such a unit could not have been denied a benefit accorded all others. There is no reason to believe that Dental Assistant, negotiating independently, would have gained the longevity increase. The happenstance of its connection with the social-service unit had that result.

Since longevity was not obtained by Dental Assistant as such, this comparison has no greater significance, therefore, than comparison with the clerical titles, to which Public Health Assistant is also related. District Council 37 represents both the clerical unit and the social-service unit (as well as Public Health Assistant). The Union had to forego longevity in the clerical contract.

To recommend longevity because Dental Assistant received it in the fashion it did is consequently not warranted, for it has that provision only by the accident of its association with a unit of certain non-clerical titles, rather than separately and on its own merits. Indeed the over-simplified application of the kind of tandem relationship cited here by the Union equally well could justify the subsequent grant of a longevity increase to every bargaining unit in the City, including the very clerical titles which did not win it in their latest settlement. Senior Clerk could logically assert its relationship to a title of which it is the line of promotion.

Unless each and every benefit accorded a title as part of an overall unit's settlement is mechanically to be conferred on another unit, irrespective of the complex of circumstances which may prevail, the Union's demand here must be denied. Therefore, it is recommended that a longevity increase not be included in the agreement.

(Signed) Milton Friedman  
Milton Friedman,  
Impasse Panel

July 5, 1968