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In the Matter of the Impasse  
Between

CITY OF NEW YORK, AND ADMINISTRATIVE  
BOARD OF JUDICIAL CONFERENCE OF THE  
STATE OF NEW YORK

-and-

LOCAL 1070, DISTRICT COUNCIL 37,  
AMERICAN FEDERATION OF STATE, COUNTRY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

REPORT

and

RECOMMENDATIONS

of

IMPASSE PANEL

I-23-68

APPEARANCES:

For the City -

Joseph A, Mazur, Esq., Associate Counsel,  
Office of Labor Relations  
Robert H. Pick, Esq., Assistant Director  
of Labor Relations  
Salvatore Colangelo, Senior Personnel Examiner

For the Judicial Conference -

John J. Sheehan, Associate Personnel Analyst  
George Levine, Planning officer

For the Union -

Daniel J. Nelson, Director of Negotiations  
and Research, District Council 37  
Nat Lindenthal, Director, Administrative  
Division, District Council 37  
Paul Shelkin, President, Local 1070  
Ralph Diggs, Vice President, Local 1070

This proceeding concerns employees classified as Court Reporter I. The agreement between the parties expired December 31, 1967, and the impasse involves the terms of an agreement to be effective January 1, 1969.

Although the Union's initial demands contained a score of items, only four of them have been presented to the impasse Panel. The remainder, whose status as negotiable items is disputed, has been set aside while the Union seeks redress in another forum.

The following are the Union's proposals to the Impasse Panel:

1. There shall be a two-year written contracts effective January 1, 1968.

2. The following salary schedule shall be in effects

1/1/68

Minimum: \$14,000

Maximums \$16,500

As of July 1, 1968 Court Reporter I shall be equalized with Court Reporter 11 in accordance with salary improvement for that group effective July 1968.

3. Effective 1/1/68 the City contribution to the Welfare Fund shall be \$1509

4. Effective 1/1/69 the City contribution to the Welfare Fund shall be \$200.

Court Reporters I take the verbatim minutes in the Civil, Criminal and Family Courts of New York City. Court Reporters

II are employed in the Supreme and Surrogate Courts. Until a recently negotiated renewal, the agreement covering Court Reporter II provided for a salary schedule identical with that shown in item 2 of the Union's demands. The entire thrust of the Union's presentation in these proceedings is that there should be parity between Court Reporter I and Court Reporter II; if not, then a far narrower differential is warranted in the Union's estimation.

According to the Union, the jurisdiction of the Civil Court in which the Court Reporter I works was extended as a result of the court reorganization to include 60% of what had formerly been handled by the Supreme court. It resulted from the former's acquisition of jurisdiction over amounts up to \$10,000. Moreover, it was said, the pace and working conditions in the lower courts make the Court Reporter I's duties more onerous than those of the II. In both courts, the Union contends, the function of the Court Reporter is identical, and that is to make a verbatim record of the proceedings. Finally, the Union argues, when the Judicial Conference initiated a staff study of a proposed, classification and salary, system, the experts contemplated only one level of Court Reporter, and this evaluation was not changed until the final proposal of the Administrative Board in 1966 resulted in the two titles.

The City contends that traditionally court reporters in Supreme Court have been paid a considerably higher-salary than those in the lower courts. The City also argues that there

are marked differences in requirements between them; the II is a promotion position and requires a year of satisfactory experience as a I. Moreover, it is noted that the unlimited jurisdiction of the Supreme Court and the lengthy trials there make greater demands on the Court Reporter II than is true of the Court Reporter I.

Moreover, the City argues, the Union in effect is seeking to abolish the two levels of Court Reporters, although the classification of positions is a matter reserved exclusively to the Administrative Board of the Judicial Conference. Finally, it is said, the present salary of the I and the consequent differential compared with the II, were the result of negotiations with the Union after the Judicial Conference adopted the new salary structure.

The examination announcements for the two positions show that the qualification for appointment as Court Reporter II is "one year of permanent competitive service in the title of Court Reporter I." An examination is required for each position. The Court Reporter I must be able to record and transcribe with 95% accuracy two-voice live dictation at the rate of up to 180 words per minute. The Court Reporter II test is four-voice live dictation at speeds up to 200 words per minute, also with 95% accuracy required.

It is clear that there are marked distinctions in the judicial environment in which the two titles work, in their

responsibilities, and in the requirements for the position. The fundamental question, however, is whether a differential of \$5,000 per year in minimum salary is an appropriate measure of the disparities in the duties and requirements for the positions, significant as they are. After all, only three months of Court Reporter I status are sufficient to qualify for the examination for the II.

In that connection the Union submitted evidence of various related titles, where one was a promotion from the other, which showed that the differential at the minimum ranged from \$500 to \$1600 and the greatest was \$2250. In no case, it was said without challenge, is there a differential between two related positions equal to the \$5000 amount which separate a Court Reporter I from Court Reporter II.

Whether a salary differential is \$500 or \$5000, employees are entitled to a rationale reasonable explanation of the factors which justify it. What is required is some form of objective analysis which can establish the validity of the amounts involved. It does not suffice to prove, as has the City, that a wide differential between the two is traditional. Where the issue is submitted to the scrutiny of a third party, there should be cogent reasons why so extremely large a differential is valid, granted that cause aside from historical justification has been shown for a substantial differential.

In its presentation, the Union has not only established that the original evaluations of those who studied the salary

structure called for a single title, but it has also demonstrated the unique nature of a differential of \$5000. The union's brief also notes that the historical pattern upon which much of the City's case rests does not support such a difference.

The Judicial Conference staff study recommending a single title for the two levels may well have been altered finally for good reason. But neither the specific basis for that judgment nor measurable factors which might justify so large a differential were submitted to the Impasse Panel.

The Union relied heavily upon a comparison with Nassau County whose 1969 rate for Court Reporter I exceeds the present New York City rate by more than \$2000. Court Reporter in Nassau earns from about \$15,000 down to as little as \$12,229, according to Union Exhibit 5; but this title is employed in the County Court (as well as, presumably, in the Supreme Court), while the I is used in the District and Family Courts. The City, in addition to presenting Nassau rates to the Panel, cites the equivalent of Court Reporter I in a number of other counties. These include the Suffolk County Family Court, with a rate range of \$9647 to \$12,304, Suffolk's District Court with \$7924 to \$10,114, Westchester with \$8333 to \$9932, and various single rates from \$9942 in Dutchess County down to \$6277 in Schenectady County,

Comparisons with the adjacent counties may be somewhat more relevant than those hundreds of miles away. However,

or any comparisons to be meaningful requires knowledge of the respective salary structures. Where one county's salaries in general are substantially below the City's, the fact that its Court Reporter is also lower does not demonstrate the validity of the New York City rate; conversely if a county generally pays higher salaries than the City, the fact that it pays its Court Reporter at a higher rate does not demonstrate the invalidity of the City rate. Otherwise each City title could be raised to the highest rate anywhere, or lowered to the lowest rate. However, no such data on overall salary patterns were introduced by either party.

As to the extent by which Court Reporter II salary should exceed that of Court Reporter I, nothing submitted by the City justified so huge a differential, Whether or not such disparities are found throughout the State between reporters in, lower courts and in Supreme Court is a significant consideration, but not necessarily controlling in this proceeding, if

only because the New York City court system appears significantly dissimilar from those of rural or suburban counties.

Thus while the Union has by no means proved that the salaries of I and II should be equal, the City has not justified a \$5000 difference in minimums between them. The distinctions in the two positions simply do not warrant such a large spread in minimum salary, and the recommendations therefore move in the direction of narrowing the gap.

In 1962 the title which became Court Reporter I had a \$6750 minimum, \$2725 below the Supreme Court Reporter (Union Exhibit 16). Since absolute figures may be less valid for comparison over a period of time. It is appropriate to convert the difference into percentages. The higher-level position was then about 40% above the lower. Prior to the recent settlement of Court Reporters II, the \$5000 differential represented about 55%. Thus the margin had risen from 1962 by \$2000, equal to an additional 15% spread. At the moment, the newly negotiated minimum of \$15,000 for Court Reporter II creates a \$6000 differential over the I, equal to a 66 2/3% differential.

The recommended minimum for Court Reporter I reduces the dollar differential to \$3400, substantially above 1962 in monetary terms, but below it in percentage. The proposed 30% differential gives weight to the enlarged jurisdiction of the Civil Court in which these employees work and to the more onerous conditions of the City's courts generally compared with Supreme and Surrogate Courts. Weighing the duties, responsibilities and qualifications of the two positions, there is no objective basis for finding that any larger differential in salary is appropriate. In view of the historical pattern, buttressed by the union's last negotiated settlement, no lesser differential appears warranted, although careful job evaluation may in the future fix a more precise relationship.

The recommended increases will result in the City's Court Reporter I receiving on January 1, 1969, actual salaries from



a minimum of \$11,000 to \$14,000 and more. Incidentally, this compares favorably even with the highest Salary cited by the Union, Nassau Court Reporter I, since many City Reporters I now have actual salaries exceeding \$11,000, with some above \$120000 (City Exhibits 1A, 1B 1C). The actual 1969 salaries of their Nassau counterparts ranged from \$11,189 to \$13,879.

The City's recent settlement covering the Court Reporter II was applicable. to the two years from July 1, 1968 to June 30, 1970. It provided for a July 1s 1969, minimum of \$15,000. In each of the two years those employees receive a \$1000 generally increase and longevity increases up to \$500, with the proviso that in no event can an employee's salary exceed the \$18,500 maximum rate. In order not to widen the existing gap, substantial general increases, approximating those of Court Reporter II, are being recommended for the Court Reporter I, despite the substantially higher salary level of II. Compared with the II's increases of up to \$3000 in two years, it is recommended that the I receive up to \$3250 over two and one-half years, \$2450 in general increases and \$800 in other adjustments of the type granted to the II. The 30-month agreement is being recommended, however, in order to spread the impact of the increase as well as to provide a common termination date. In addition, the gap in minimum rates is reduced to \$3400, both a more realistic and a more reasonable differential than the \$5000 which has recently prevailed.

RECOMMENDATIONS

1. There shall be a two and one-half year written contract effective January 1, 1968 and expiring June 30, 1970.

2. Minimum rates:

January 1, 1968	\$10,000
January 1, 1969	11,000
January 1, 1970	11,600

3 General increases:

January 1, 1968	\$900
January 1o 1969	900
January 1e 1970	650

4. Effective January 1, 1968, and January 1, 1969, employees who as of those dates have the period of service shown herein, shall receive the following additional salary adjustments:

Ono and one-half years of service.	\$100
Two and one-half years of service	200
Three and one-half years of service	300
Five years of service	400

5. Welfare Fund contributions shall be increased to \$110 effective July 1, 1968, and to \$125, effective July 1, 1969.

Dated: March 7, 1969

Milton Friddman  
Impasse Panel