
In the Matter of the Impasse between

DISTRICT COUNCIL 37 and LOCAL 1219,
AFSCME, AFL-CIO,

the Union,

and

NEW YORK CITY DEPARTMENT OF REAL
ESTATE,

the City

REPORT AND

RECOMMENDATIONS

Negotiations between the Union and the City reached an impasse regarding certain issues as set forth below, and I was duly designated as a one man impasse panel to hoar the parties and to make a report and recommendations for the resolution of the disputes. On April 17, 1969, I conducted a hearing in the matter at the offices of the New York City Office of Labor Relations.

There appeared for the Union:

- Mr. Allan Viani, Asst. Director of Research & Negotiations
- Mr. Carl C. Todd, Committeeman
- Mr. Moe Millner, Committeeman
- Mr. Joseph A. Maylath, Committeeman
- Mr. Joseph C. Donahue, Committeeman
- Mr. Roy G. Gorardi, Committeeman

There appeared for the City:

- John Finneran, Esq., Asst. Director, Office of Labor Relations
- Mr. Edward F. Walsh, Administrator, Dept. of Real Estate

ARGUMENTS AND FACTS

In dispute are tho dispositions to be made of items 3, 4, 5, 6, 8A and 10 of the revised Union demands:

"3. Effective July 1, 1968, each employee in the following titles shall receive the respective salary increases as set forth below, including any increment payable under the Career and Salary Pay Plan:

	<u>7/1/68</u>	<u>7/1/69</u>
Appraiser (Grade 23)	\$3,000	\$2,500
Senior Appraiser (Grade 27)	3,500	3,000
Supervising Appraiser (Grade 31)	4,500	3,500

4. In addition to wage increases on both July 1, 1968 and

July 1, 1969, and during the existence of this contract, longevity increments shall be added accordingly:

a) Each employee with five years of service in the occupational group shall receive an increase of \$200 per annum.

b) Each employee with ten years of service in the occupational group shall receive an increase of \$400 per annum.

c) Each employee with fifteen years of service in the occupational group shall receive an increase of \$600 per annum.

6. The minimum annual salaries shall be as follows:

	<u>7/1/68</u>	<u>7/1/69</u>
Appraiser	\$11,600	\$14,100
Senior Appraiser	13,350	16,250
Supervising Appraiser	16,050	19,350

8A. Employees assigned to duties of a special nature requiring greater responsibilities not ordinarily performed by employees in the same title shall, during the period so assigned, receive differential pay, to be determined by the City, up to a maximum of \$900 per annum.

All such differentials shall be effective as soon as possible after assignment, but no later than 30 days from the date of assignment. The differential received may, if necessary for full implementation, exceed the maximum salary for the title, but under no circumstance shall it be deemed a promotion to the next higher title.

10. The City shall pay or reimburse in full tuition fees and expenses incurred for employees attending recognized and accredited appraisal courses, seminars and conventions. Time off shall be 'excused' and not charged to annual leave."

The City offered no longevity increases, but proposed General increases each year of \$525 and Service increases each year of \$400 for the Appraiser, and of \$450 for the other categories, with minimums as follows:

	<u>7/1/68</u>	<u>7/1/69</u>
Appraiser	\$9,500	\$9,950
Senior Appraiser	11,300	11,750
Supervising Appraiser	13,250	13,750

The City originally took the position (for the first time at the hearing) that the differentials requested under 8A above were not a subject about which it is required to negotiate, and thus not a proper subject for consideration and recommendation by me; the City was not ready to offer any differential proposal. Subsequent

to the hearing the City, without prejudice to its right to press its position before the OCB that the subject is not

mandatorily negotiable, withdrew its objection to my consideration and commendation with regard to it in this case. Finally the City made no effort to meet the request for tuition payments in item 10 above.

A number of other settlements have been reached involving movement of other Grade 23, 27 and 31 employees from the Career and Salary Plan, and the parties referred to them in support of their respective positions. The City argued that the general settlements reflected in them was about what it had offered here, and that variations were the result of special circumstances not present in this case; that the most nearly like class was the Librarian, whose settlement I was urged to follow in this case. The Union argued that the Librarian was not comparable, and suggested as most comparable involved in the settlements, the Engineers; the Union also presented data to show the rates for similar occupations in other communities, the State and Federal governmental and in private practice; and the Union presented evidence that some City appraisers had moved from City jobs to much higher paying jobs elsewhere, and that the City had not filled all the available jobs open in the category.

However, I do not find that comparability of the jobs outside the City was adequately demonstrated for the purpose of making comparisons of remuneration and benefits; thus the problem reduces to considering the special arguments made and to finding as comparable as possible a group which has already settled with the City, In this connection, I agree with the Union's argument that the Supervising Librarian, at Grade 23 in the Career and Salary Plan until moving from that Plan in January 1968, is not the most nearly comparable job to the Assessor (Grade 23). The general description of the Duties and Responsibilities of the Supervising Librarian reads:

"Under direction, performs advanced, specialized, or highly responsible professional library work; may head a branch library with a circulation of 100,000 to 300,000 volumes per annum, or a major library division or equivalent; performs related work."

The corresponding description for the Appraiser (Grade 23) reads:

"Under general supervision, performs responsible work in determining the value of real property, performs related work."

Qualifying requirements for the Supervising Librarian position are: a bachelors degree, a year's study at a library school and four years (of which one as a supervisor) experience as a professional librarian, or the equivalent. Qualifying requirements for the Appraiser are five years of responsible experience in appraising, or assessing of real property, of which three must have been in New York City. Two other job series were suggested at the hearing as more comparable than the Librarian: the Engineering series and the Assessor series, and the real dispute between the parties, as it developed at the hearing, was over which of these series was the most comparable to the Appraiser series.

On the basis of the descriptions of the jobs the three series are so close in evaluation as to make it difficult to determine which should be valued most nearly the same as one other (they were all, after all, in the same salary grades under the Career and Salary Pay Plan). Nevertheless, examination of the descriptions and qualifications lead me to conclude that the Appraiser series and the Assessor series are more nearly like than the Appraiser series and the Engineers series.

The qualifying requirements for the Appraiser are close to those for the Assessor: for the Appraiser - five years of responsible experience in appraising or assessing real property; for the Assessor, in addition to a bachelor's degree, five years of satisfactory, full-time, paid experience in real estate work entailing valuation of real property, i.e., according to the General Statement of Duties and Responsibilities of the Appraiser, appraising real property.

The description of the duties and responsibilities differ only slightly: for the Appraiser "Under general supervision, performs responsible work in determining the value of real property ...; and for the Assessor -

"Under general supervision, performs responsible work in determining the value of real estate properties for tax purposes ...". While the purpose of the function is different in each case, the function itself (the determination of the value of real property) is the same. The essential function of the engineering series of jobs is different, that is, it is an engineering function sometimes exercised with relation to "valuation and assessment" of certain real estate.

Comparisons of the descriptions and qualifications at each level confirm the foregoing analysis; however, I will not burden this report with any further quotations or digest from them. I conclude that the Appraiser and the Assessor series are so closely akin that the settlement for the Appraiser series of the items before me should be the same as the settlement of those items in the Assessors, settlement.

RECOMMENDATIONS

On the basis of all of the evidence and argument at the hearing before me, I recommend;

With regard to item #3 of the revised Union demands the following:

	<u>APPRAISER</u>		<u>SR. APPRAISER</u>		<u>SUP. APPRAISER</u>	
Effective	<u>7/1/68</u>	<u>7/1/69</u>	<u>7/1/68</u>	<u>7/1/69</u>	<u>7/1/68</u>	<u>7/1/69</u>
General Increase	\$600	\$450	\$650	\$500	\$700	\$550
service Increase	\$450	\$350	\$500	\$400	\$550	\$450

With regard to item #4 of the revised Union demands, I recommend no longevity increments;

With regard to item #6 the following minimum annual salaries:

Effective	<u>7/1/68</u>	<u>7/1/69</u>	<u>Promotional Guarantee</u>
Appraiser	\$9,700	\$10,150	\$650
Sr. Appraiser	11,500	11,950	700
Sup. Appraiser	13,450	13,950	725

With regard to item #8A of the revised Union demands, I recommend that no such differential be required in the Agreement;

and with regard to item #10 of the revised Union demands, I recommend no such pay or reimbursement.

Dated: May 13, 1969

DANIEL HOUSE, Impasse Panel