

OFFICE OF COLLECTIVE BARGAINING

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In the Matter of the Impasse

between

THE CITY OF NEW YORK

File No. I-46-69

and

LOCAL 300, SERVICE EMPLOYEES
INTERNATIONAL, UNION
(Laboratory Technicians
Occupational, Group)

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REPORT and RECOMMENDATIONS

of

IMPASSE PANEL

Benjamin H. Wolf, Chairman
Louis Yagoda, Member
Professor Walter L. Eisenberg, Member

On October 8, 1969, the Office of Collective Bargaining determined that an impasse existed in the collective bargaining between Local 300, Service Employees International Union and the Office of Labor Relations of the City of New York, and appointed the undersigned as an impasse panel to assist the parties in resolving the dispute.

Hearings were held at the offices of OCB on October 9 and November 10, 1969, at which the parties were given full opportunity to present testimony, evidence and argument in support of their respective positions. The City was represented by Robert H. Pick, Assistant Director of labor Relations. The Union was represented by taster G. Knopping, Esq., its attorney. Also present at the hearings were the following:

For the City:

Michael Davis, Research Assistant
Myron Horowitz, Deputy Assistant
Commissioner of Hospitals

For the Union:

Roland A. Savage, Business Agent Local 300
Verna Les Judge, President, Council 190A, Local 300
Ida Pollack, Vice-President Council 190A, Local 300
Robert Royal, Field Representative, Local 300

This dispute concerns the Laboratory Technicians Occupational Group which consists of two civil service titles, Laboratory Technician and Senior Laboratory Technician. 334 Laboratory Technicians were employed during September 1969, but no Senior Laboratory Technicians although some technicians perform duties equivalent to those of the senior position.

"Laboratory Technicians" is a City-wide title and incumbents are employed by the Departments of Hospitals, Health, the Board of Education and other City agencies. Approximately, 80% are employed in the Department of Hospitals. Their present salary increment scale is 12, i.e., \$5,150 to \$6,590.

The impasse developed over the wage schedule to apply in a new labor agreement. The old agreement expired on June 30, 1968, more than 18 months ago. Since then the employees have been given temporary increases equivalent to the increments given to employees at their level under the City Career and Salary Plan. The Union originally asked for a two year renewal agreement similar in duration to the previous contract. It continues to ask for such a contract even though less than six months remain. The duration of a successor contract has thus also become an issue.

The problem of a proper wage schedule has been difficult to resolve because of the uncertainties arising out of the forthcoming transfer of City hospitals to the New York City Health and Hospitals Corporation. The public benefit corporation has been established by the legislature to operate City hospitals and health facilities effective July 19 1970. (New York City Health and Hospitals Corporation Law, Section 6).

The Corporation has the power to create classes of positions and specifications, and to appoint and demote employees consistent with civil service law. (Ibid, Section 5.12 and 9.1).

The Union was advised by several commissioners, of the Department of Health that the Corporation contemplates asking the laboratory employees of the affiliated hospitals public employees under its aegis. This prospect has made the Union fearful that the affiliated technicians may be slotted into classifications according to their salary levels which the Union asserts are higher than those of City lab technicians doing the same work. The Union urged that wage parity be established between City and affiliate personnel before the Corporation takes over if City-employed personnel are not to be permanently downgraded in comparison with affiliate personnel.

The Union stated that the relation between the affiliated hospitals and the City has an important bearing on this impasse. Several years ago, the City entered into contracts with the Affiliates under which the Affiliates assumed.

responsibility for certain laboratories. In many of these laboratories affiliate personnel work alongside of City personnel. The close proximity of the two groups made it inevitable that any disparity between them would be a source of unrest. To allay this feeling, the Department of Hospitals entered into a Memorandum of Understanding with Local 300, on June 22 1967, which contained the following:

14. There shall be a common-goal established between the Commissioner of Hospitals and the Union to attain salary and benefits parity for City professional employees working in affiliated areas.

The Union stated that this pledge of parity has not been attained because City employees with equivalent or higher educational qualifications, licenses or experience receive substantially lower wage rates than affiliate employees, and it submitted evidence of salaries that are paid to laboratory technicians at affiliates. For example, technicians at Bird S. Coler Hospital (New York Medical College) are paid an average of \$7,245, and seniors \$8,587. At Harlem Hospital technicians are paid \$6,569. Clinical technicians at Bellevue are paid \$6,552 and Senior Technologists \$6,864 to \$9,152. It asserted that similar wages are paid at other affiliates.

The Union demanded a two year contract with a minimum raise of \$25 per week for fiscal year 1968/1969 and an additional \$15 per week for 1969/1970. It also asked that an appropriate salary range be set for senior technicians and a guarantee for those technicians promoted to the senior level. In the meanwhile it asked that those technicians performing the duties of a senior be provisionally appointed to the Job as soon as it is created.

Finally, the Union asked that the City's contribution to the employees' welfare fund be increased to \$125 per year.

The City stated that its final offer improved the position of Laboratory Technicians commensurate with the broad New York spectrum of comparable jobs. It was based upon the interrelation between this title and other City titles. The City's obligation to all its employees requires that it keep in mind this interrelation rather than the single criterion offered by the Union, the wage levels at the Affiliates.

The City argued that it would be unrealistic to treat the Lab Technicians as a special group unrelated to other City titles. To do so would be to invite other unions to argue similarly. The result would be chaotic.

The City demonstrated that the relation between Laboratory Technicians, Nurses Aides, Practical Nurses and Junior Bacteriologists has been constant for many years and it urged against disturbing the relationship. It pointed out that despite the fact that the lab Technicians have been working without a contract since July 1, 1968, the City has had no difficulty recruiting new employees. MW number has grown from 316 in September 1968 to 352 in December 1969.

While the City concedes a need to pay commensurate wages to employees performing similar work, it argues that the task of determining comparability is best handled by the agency which must live with it, the hospital corporation. It would be improper for either the City or this panel to dictate policy to an agency which has yet to be born.

The City argued in favor of a three year term. It stated that a two year term urged by the Union would require the parties to begin negotiating immediately and would come during the time the hospital corporation would be organizing itself. A three year contract would provide a period of peace to permit the hospital corporation to concentrate on the problems of reorganization.

DISCUSSION

This dispute is essentially concerned with the scope of standards upon which a commensurate wage scale may be established. The Union has urged that comparisons be focused on the wages paid to technicians in the affiliate hospitals while the City urges a broader view which embraces all other City employees as well as state and federal criteria.

The City acknowledges that parity of wages among those performing similar duties is a desirable policy but its concern that Lab Technicians be paid in proportion to other City employees cannot be dismissed as of lesser importance. The structure of the City's wage policy is based upon the relation of each title to other comparable titles. Stability demands that long established relationships be not disturbed unless there is a compelling over-riding reason. This dispute is concerned with whether the wages paid affiliated technicians is so compelling.

While the affiliate wage levels are higher, their future is somewhat uncertain and is dependent upon how the affiliate employees are organized under the now hospital corporation. Some restructuring of their wage levels may be necessary and it may also be necessary to make further adjustments for the City employees when the two groups are combined. Our task is to recommend a wage schedule for the transition period.

The panel is concerned about protecting the interests of the Lab Technicians during the transition period. A two year contract would end June 30, 1970, just when the hospital corporation is scheduled to begin operations. A three year contract would terminate a year later when the reorganization might be so well settled that basic changes become difficult. We propose as a 30-month contract which will end six months after the hospital corporation reorganization begins, allowing enough time to study the emerging structure and not enough time for rigidity to set in.

The wage schedule we propose is set forth later in detail. Essentially, we see the problem as one of setting a wage schedule to apply from this point,

January 1, 1970, to the end of the term. The previous eighteen months presents only a matter of back pay which will ultimately come to the employees in a lump sum. In this regard, the speed with which back pay is actually paid may determine the attitude of the employees during the transition period. We have therefore included a recommendation that implementation be made as soon as possible.

As we have said, our recommendations are meant to cover the transition period while waiting for the integration of City and affiliate personnel in the new hospital corporation. We recognize that the integration is a source of anxiety to the Union. While we are confident that the hospital corporation will act fairly, the Lab Technicians need some recourse if they feel they have been discriminated against. We recommend that this impasse proceeding remain viable and that the Technicians have the right to plus before it such grievances that arise over discriminatory or inequitable treatment by the hospital corporation when the affiliate personnel become public employees.

Our wage recommendation represents a substantial increase in the wage level for Technicians. The purpose has been to place as much as possible into current wages rather than past wages. Those at the bottom of the scale will rise \$1,750 per annum, an increase of almost 34% while those at the top will rise over 25%. The gap between City and Affiliate personnel will be sharply reduced when coupled with the recourse of further appeal to this panel should allay any fear that City Laboratory Technicians may be shortchanged in the reorganization of City health facilities.

Our recommendations concerning the salary for senior technicians, a promotional guarantee and the City's contribution to the employees welfare fund have not been discussed since the parties are in substantial agreement upon the questions.

RECOMMENDATIONS

We recommend,

1. A 30-month contract, beginning July 1, 1968, and ending December 31, 1970.
2. The following wage schedule:

<u>Wage level</u> <u>on 6/30/68</u>	<u>Wage Level Effective</u> <u>7/1/68</u>	<u>Wage Level Effective</u> <u>1/1/70</u>
		(Hiring Rate) \$6,500
	(Hiring Rate) \$5,750	6,650
\$5,150-5,200	5,850	6,900
5,201-5,300	5,900)	7,000
5,301-5,400	6,000)	
5,401-5,500	6,100)	7,200
5,501-5,600	6,200)	
5,601-5,700	6,300)	7,400
5,701-5,800	6,400)	
5,801-5,900	6,500)	7,600
5,901-6,000	6,600)	
6,001-6,100	6,700)	7,800
6,101-6,200	6,800)	
6,201-6,300	6,900	8,000
6,301-6,400	7,000	

3. The salary range for Senior Technicians effective January 1, 1970, shall be from \$7,350 minimum to \$8,450 maximum.

4. A promotional guarantee of \$450.

5. All those performing the duties of Senior Technicians shall receive a differential of \$450 per year as of July 1, 1968 and shall be provisionally appointed to the job of Senior Technician upon the creation of the senior title, Said differential shall be replaced by the promotional differential upon promotion.

6. The City's contribution to the employees welfare fund shall be at the rate of \$85 per year per employee beginning July 1, 1968; \$110 per year beginning January 1, 1969; \$125 per year

beginning January 1, 1970.

7. The City shall take all necessary steps to implement the agreement between the parties in the shortest period possible.

8. In view of the concern of the Union that when the New York City Health and Hospitals Corporation assumes active control of the City hospitals and the services of its present affiliated hospitals the classification of employees will follow their salary levels to the disadvantage of the City employees as against the employees of the Affiliates. We recommend that this impasse proceeding be continued viable for the purpose of making further recommendations to prevent the possibility of such an inequity becoming established.

Respectfully submitted:

BENJAMIN H. WOLF, CHAIRMAN

LOUIS YAGODA, MEMBER

WALTER L. EISENBERG, MEMBER

Dated: January 13, 1970