

OFFICE OF COLLECTIVE BARGAINING

In the Matter of the Impasse

between

File No. I-51-69

THE CITY OF NEW YORK

and

DISTRICT COUNCIL 37, AFSCME

Report and Recommendations

of

Impasse Panel

Benjamin H. Wolf
Impasse Panel

On November 17, 1970, the Office of Collective Bargaining, having determined that an impasse existed in the collective bargaining between the Office of Labor Relations of the City of New York and District Council 37 AFSCME over an agreement to cover the Supervisors of Menagerie, appointed the undersigned as a one-man panel to hear and make report and recommendations for the settlement of the dispute.

A hearing was held on December 11, 1970, at the offices of the OCB at which the parties were given full opportunity to present evidence, testimony and argument in support of their respective positions. The City was represented by Thomas Laura, Assistant Director of Labor Relations. The Union was represented by Alan Viani, Associate Research Negotiation Director, and by Andrew Lettieri, Staff Representative. Also present were the members of the bargaining unit: John V. Fitzgerald, Supervisor of Central Park Zoo, Tatiana Gillette-Infante, Supervisor at the Queens Zoo and Ronald Ellis, Supervisor at the Prospect Park Zoo.

The dispute concerns a single civil service title, Supervisor of Menagerie, and involves four issues which were resolved in their bargaining. The issues are:

1. Salaries
2. Welfare Contribution
3. Uniform Allowance
4. Promotional Increase

The parties have reached agreement on all other issues.

In February 1967, the Union filed a petition for certification as the collective bargaining representative of the Supervisors of Menagerie. The City said that the position was a managerial one and opposed the petition. The matter was resolved by the OCB after appropriate proceedings and District Council 37 was certified as the bargaining representative. Negotiations for a first contract began on July 1, 1969.

Salaries. The Union's position is that, based on the duties and qualifications of the job compared with those in the similar situations elsewhere, the Supervisors of Menagerie are not paid a salary commensurate with their responsibilities. The Union thinks that they are entitled to considerably more. The Supervisor of Menagerie is the highest title in the three zoos maintained by the City. John Fitzgerald, Supervisor of the Menagerie of Central Park Zoo, testified that he had overall supervision of the zoo and the children's zoo. He was concerned with the care of the animals, the management of the buildings and the supervision of the 45 employees. He not only cares for the animals but treats their minor illnesses, calling upon veterinarians only for consultation and to treat more serious problems. Although the Park Director of Central Park is his supervisor he is pretty much left to his own resources in managing the zoo and its personnel.

Tatiana Gillette-Infante is Supervisor of Menagerie of the Queens Zoo. Her responsibilities are similar to that of Mr. Fitzgerald. She supervises 23 employees of whom four are senior keepers and the rest keepers.

Ronald Ellis is the Supervisor of the Menagerie at the Prospect Park Zoo and supervises 17 employees. He testified that his duties are essentially similar to those of the others.

The Union contended that the Supervisor should be compared with the General Park Foreman. In 1957, the Supervisor has a salary range of \$5,700 to \$5,990 and the General Park Foreman \$5,450 to \$6,890. At the time, the Supervisor was in Career and Salary grade 14 and the General Park Foreman grade in 13. On January 1, 1963, the Supervisor had reached Career and Salary grade 19 with a salary range of \$7,450 to \$9,250 while the General Park Foreman did not reach grade 17 until January 1, 1964, at which time the salary range for that position was \$6,750 to \$8,550. Even though the Supervisor of Menagerie had been consistently above the General Park Foreman, the General Park Foreman went ahead of it on July 1, 1965, when it left the Career and Salary Plan and resorted to collective bargaining. Its salary range was increased to \$9,300 to \$10,540, while the Supervisor of Menagerie was at \$8,200 to \$10,300. On July 1, 1968, the General Park Foreman had a salary range of \$10,760 to \$12,000, while the Supervisor of Menagerie was at \$9,500 to \$12,000.

The Union also pointed out that the Supervisor of Game Farms employed by the State government is paid a minimum of \$12,581.

The City's basic contention is that the Supervisor is part of an occupational group with the Keeper and Senior Keeper titles and that it is of prime importance that the relationship between the three titles be kept intact. According to the salary flow chart for this occupational group, in July 1954 the Keeper was at grade 5, the Senior Keeper at grade 9 and the Supervisor at grade 13. In 1957 they had moved to grades 6, 10 and 14, respectively. In 1959 they moved to grades 7, 11 and 15 and in 1960 to 10, 14 and 18. In 1963 they moved to grades 11, 15 and 19, in July 1964 to grades 12, 16 and 20 and on July 1, 1965, to grades 13, 17 and 21. Since then the Keepers and Senior Keepers have moved out of the Career and Salary Plan. In 1967 and 1968 the Keepers received increases of \$400 across the board each year and the Senior Keepers \$450 each year. Compared with this, the Supervisor was raised two salary grades to grade 23 which called for an increase of \$900. In 1968 \$500 was added across the board and the range was increased to \$9,500 to \$12,000.

The Union asked for a three year contract from July 19 1967, to June 30, 1969, although it said that it would accept a contract for a longer term in the future if the salary was acceptable. The City's position was that the contract should begin as of July 1, 1969. It argued that the Supervisors were adequately recompensed in 1967 and 1968 and pointed out that the certification of District Council 37 was effective as of July 1, 1969. It has been customary for bargaining contracts to begin as of the time of the certification even though the petition might have been filed long before.

The City argued that the General Park Foreman history was not relevant to the Supervisor of Menagerie. The Park Foreman titles were involved in a special circumstance which distorted the picture caused by the decision in the Kelly-Beam case which required that the City pay the laborers employed in the Park Department salaries equivalent to the prevailing wage paid to laborers in the private sector. This resulted in a very substantial increase for laborers which had to be reflected in the salaries given to the Park Foreman who were the Supervisors of the laborers. In any event, the City argued that the increases

of July 1967 and 1968 were substantial and brought the Supervisor title more in line with the General Park Foreman and similar titles and in fact moved it proportionately ahead of the Keeper and Senior Keeper salary levels. It pointed out that the City's last offer to the Supervisors was substantially superior to the across-the-board increases which had been given to the Keepers and the Senior Keepers for the years 1969 to 1971. The Keepers received \$400 on January 1, 1970, \$500 on July 1, 1970, and 3650 on July 1, 1971. The Senior Keepers received increases on the same dates of \$5509 \$600 and \$800. In contrast, the City has offered the Supervisors \$900 across the board on July 1, 1969 1970 and 1971. The City also proposed that the salary range be increased for 1969 to \$9900 to \$12,000; on July 1, 1970, from \$10,200 to \$13,800; and on July 1, 1971, from \$10,500 to \$14,700.

While the City argued that the Supervisor's salary and salary range should be compared to that of the Keeper and Senior Keeper, the City, itself, widened the spread between the Supervisor and the other two titles with the increases it granted in 1967 by granting a \$900 increase compared with a \$400 and \$450 for the other titles. Moreover, its offer of \$900 for each of the three year in the proposed contract further widens the separation. The explanation for this widening can only lie in the fact that the City has taken into account what other park department supervisor titles have received as increases. Thus, it is my opinion that it is proper to make a comparison with the General Park Foreman as the Union has urged. While no evidence was introduced to show where the General Park Foreman has gone since 1968, it is my recommendation that the Supervisors are entitled to a greater across-the-board increase and higher salary ranges than that offered by the City.

The Union's request for a three-year contract period beginning 1967 and ending in 1970, would be impractical. We would be making a recommendation for a contract which had expired six months ago. Moreover, since the increases given to the Supervisors in 1967 and 1968 were substantial, I would not recommend a further increase for those years.

It is my recommendation that there be a three-year contract beginning July 1, 1969, and ending June 30, 1972 and that the following adjustments in salary be made: As of July 1, 1969, an across-the-board increase of \$950; as of July 1, 1970, an across-the-board of \$950; as of July 1, 1971 an across-the-board increase of \$1,050.

I recommend that the salary range as of July 1, 1969, be \$9,950 to \$12,950; as of July 1, 1970, \$10,400 to \$13,900; as of July 1, 1971, \$10,850 to \$14,950.

Welfare. The Union asked that the contribution of the City to the Welfare Fund be \$110 as of July 1, 1967, and that it be raised to \$125 during the term of the contract. The City stated that it has heretofore had a policy of starting the Welfare Fund contribution at \$60 and increasing it to \$85 during the first contract and in the next contract starting at \$110 and increasing it in the last year to \$125.

Since this Union has elected to come under the City-wide provisions as of January 1, 1971, most of the argument with respect to welfare is now academic. However, since there are some welfare claims in process during the past six months it is my recommendation that the welfare contribution be made at the rate of \$110 per year effective July 1, 1970.

Uniform Allowance. The employees now receive \$100 towards the purchase and maintenance of their uniforms. The Union pointed out that others are getting \$120. My recommendation is that the uniform allowance be raised to \$120 as of July 1, 1969.

Promotion Increase. The Union asked that a promotional increase of \$700 be granted upon promotion to Supervisor. The City pointed out that \$600 is the standard increase. Since no evidence was introduced to explain why there should be any deviation from the standard, my recommendation is that the promotional increase be \$600.

I recommend the following:

1. A three-year contract, effective July 1, 1969, and terminating June 30, 1972.
2. Across the board increases as follows:

July 1, 1969	\$950
July 1, 1970	950
July 1, 1971	1,050

3. Salary Ranges:

July 1, 1969	\$9,950 - \$12,950
July 1, 1970	10,400 - 13,900
July 1, 1971	10,850 - 14,950

4. Welfare contribution at the rate of \$110 per year, effective July 1, 1970. City-wide provisions effective January 1, 1971.
5. Uniform Allowance. Effective July 1, 1969, an increase of \$120 over the present allowance of \$100, making a total of \$120 a year.
6. Promotional Increase. \$600.

Dated: December 28, 1970

BENJAMIN H. WOLF, IMPASSE PANEL