
IN THE MATTER OF THE IMPASSE

-between-

REPORT OF THE
IMPASSE PANEL

ASSOCIATION OF BUILDING INSPECTORS,

Union,

and

THE CITY OF NEW YORK,

Employer.

Jerome J. Lande, Chairman
Matthew A. Kelly
Thomas A. Knowlton

Case No. I-60-70

APPEARANCES:

FOR THE CITY OFFICE OF LABOR RELATIONS:

Joseph A. Mazur, Esq., Associate Counsel (subsequently resigned)
Thomas N. Laura, Assistant Director
Vincent Mace, Jr., Assistant Director
Anthony Russo, Deputy Director
Richard Aniro
John Sands, Esq., Associate Counsel
V. Sorge

FOR THE ASSOCIATION:

Walter H. Colleran, Esq., Attorney
William Glinsman, President
Thomas McLaughlin, Vice President
David Faimali, Vice President
William Crane, Vice President
Vincent M. Lombardo, Auditor
Andrew Duffy, Trustee
W. McLoughlin

The Collective Bargaining Agreement between the City and the Association expired December 31, 1969. Neither direct negotiations between the parties nor the efforts of a mediator were successful in producing a new agreement. As a result, the dispute was referred to an Impasse Panel, with none of the principal issues having been resolved.

There are about 1100 employees in this bargaining unit. They occupy forty-three titles and are:

Inspector of Low Pressure Boilers
Boiler Inspector
Construction Inspector
Elevator Inspector
Heating and Ventilating Inspector
Hoist and Rigging Inspector
Housing Inspector
Housing Construction Inspector
Hull and Machinery Inspector
Inspector of Cement Tests
Inspector of Concrete Tests
Plastering Inspector
Plumbing Inspector
Steel Construction Inspector

Senior Boiler Inspector
Senior Construction Inspector
Senior Elevator Inspector
Senior Heating and Ventilation Inspector
Senior Hoists and Rigging Inspector
Senior Housing Inspector
Senior Housing Construction Inspector
Senior Inspector of Cement Tests
Senior Plastering Inspector
Senior Plumbing Inspector

Supervising Boiler Inspectors (Rule XI) and
Inspector of Boilers, Grade 4, (Rule X)
equated thereto;

Supervising Construction Inspectors
(Rule XI) and

Inspectors of Carpentry and Masonry,
Grade 4 (Rule X) and

Inspectors of Construction, Grade 4
(Rule X) equated thereto;

Supervising Elevator Inspectors (Rule XI) and
Inspectors of Elevators, Grade 4 (Rule X)
equated thereto;

Supervising Heating and Ventilation Inspectors
(Rule XI) and

Inspectors of Heating and Ventilation,
Grade 4 (Rule X) equated thereto;

Supervising Hoists and Rigging Inspectors (Rule XI);

Supervising Housing Inspectors (Rule XI) and
Inspectors of Housing, Grade 4 (Rule X)
equated thereto;

Supervising Plumbing Inspectors (Rule XI) and
Inspectors of Plumbing, Grade 4 (Rule X)
equated thereto;

Principal Construction Inspectors (Rule XI) and
Inspectors of Carpentry and Masonry, Grade 4
(Rule X) and

Inspectors of Construction, Grade 4 (Rule X)
equated thereto;

Principal Housing Inspectors (Rule XI) and
Inspectors of Housing, Grade 4 (Rule X)

equated thereto.

THE ISSUES

In the course of its presentation, the Association submitted its proposals for inclusion in the new Contract. Certain of its demands were allowed by the City to be negotiable. They include:

1. Duration of the Contract.
2. Salary Adjustments.
 - (a) New minimum and maximum salaries for each of the covered titles and effective dates.
 - (b) Amount of the across-the-board salary increases to be granted to incumbents in each of the covered titles and effective dates.
3. Amount of Welfare Fund and Effective Date.
4. Whether or not a Labor-Management Committee with City-wide jurisdiction should be established.

In addition to the foregoing, the Association submitted the following proposals for incorporation as provisions of the renewal contract, to which the City took exception, urging their non-negotiability:

1. Within the new salary structure, the establishment of a minimum pay rate, with additional fixed-amount "steps" in the title, and a maximum pay rate for employees with three or more years of service therein.
2. The correction of Promotional Inequities.
3. Job security.
4. The establishment of a Training Fund.
5. "Pick and Bid" (Seniority)

The determination of the bargainability of a contract proposal or demand, not being within the jurisdiction of an Impasse Panel to resolve, the Association petitioned the Board of Collective Bargaining for a resolution of the disputed items.

On January 18, 1971, the Board issued its Decision and Order (No. B-4-71) determining that Items 1 and 2 of the items*objected to by the City were bargainable and that Items 3, 4 and 5 were not. The arguments and contentions of the respective parties-concerning negotiability and the non-negotiability of the disputed items and the reasoning and conclusions of the Board respecting each item, are set forth at length in the aforesaid Decision and Order of the Board.

Position of the Association regarding its
requested Salaries Adjustments

The Association detailed, with specificity, its proposed salary requests in which it encompassed all of the divers titles of each class of employee, as hereinabove set forth. For the purposes of clarity, the Panel deems it proper to produce herein, the Association's summary of proposed salary adjustments, by the use of the following table, bearing in mind that the detailed titles of each of the classes are to be considered as being included within their respective classes:

EFFECTIVE JANUARY 1, 1970
 PROPOSED SALARY STEPS (IN GRADE)

<u>CLASS OF POSITION</u>	<u>NUMBER OF EMPLOYEES</u>	<u>1969-70 MINIMUM</u>	<u>PRESENT SALARY MAXIMUM</u>	<u>PRESENT SALARY MINIMUM</u>	<u>WITH 1 YR. OF SVS.</u>	<u>WITH 2 YRS. OF SVS.</u>	<u>WITH 3 YRS. OF SVS.</u>
Low Pressure Boiler Inspector	21	\$ 7,150.	9,550.	\$ 9,650. (New Empees)	\$10,450.	\$11,250.	\$12,050.
Inspector Senior	823	8,300.	10,850.	11,150. (New Empees)	12,000.	12,850.	13,700.
Inspector Supervising	200	9,500.	12,500.	14,495. (Starting Pay Rate)	15,345	16,195	17,045.
Inspector Principal	35	10,850.	14,150.	16,725.	17,575.	18,425.	19,275.
Inspector	<u>12</u>	12,200.	15,600.	19,510	20,360.	21,210.	22,060.
Total	1,091						

In the foregoing summary, it is to be noted that with regard to the Supervising Inspector class, the Association states that appointment to the titles within the class will be made at the existing rate which is at least \$850. more than the employee's previous salary. That in the Principal Inspector class, appointment to the titles within that class will be made at the existing rate which is at least \$1000. more than the employee's previous salary.

Likewise, the Association proposes that on promotion from Low Pressure Boiler Inspector to High Pressure Boiler Inspector, to be at a salary at least \$650. higher than the employee's previous salary. And, on promotion from Inspector to Senior Inspector, a promotional differential of \$800. higher than the employee's previous salary, is requested.

In behalf of its several requests for salary adjustments and the inclusion of the "Step" increases enumerated in the foregoing summary table, as well as the promotional increases proposed by the Association, it submitted evidence, testimony and argument in asserted justification of its proposals.

It spoke of the requirements of the Building Inspectors job entailing a minimum of five years experience as a journeyman in the building construction trade, preceded by an apprenticeship requirement of three to four years, thereby necessitating at least eight or nine years of practical experience learning construction work before

qualified to take the Inspector's examination. The need for familiarity. with the laws, codes, etc., concerned with buildings. The Inspector's duties as a law enforcement officer*' His responsibility for being alert and available for emergencies and how to proceed in all exigencies. The physical hazards encountered and the Inspector's constant exposure to vermin and contagious disease in the fulfillment of his duties. The requirement of representing the city in criminal proceedings in the Courts in furtherance of building violations issued and the financial enhancement to the City resulting from these prosecutions. Reference was made to the judgement determinations required of the Inspector covering a wide range of his responsibilities.

The Association's arguments and contentions, stated as substantiated by its exhibits relative to the Spiraling Consumer's Price Index were stressed by it. The figures garnered from the U.S. Department of Labor, Bureau of Labor Statistics, were given by it. It cited the figures given for a budget for a family of four in the United States, to be \$10,077. in. the Spring of 1969 and that for New York City, it was \$11,236. That in the Spring of 1967, the cost budgeted for the United States was \$9,076. or a budget change in 1969 over 1967 of 11 percent. Likewise, in 1967, the New York City budget was stated as requiring, \$9,977. or a budget rise in New York in 1969 of 12.6 per cent over 1967. The Association pointed to the evidentiary conclusions given that New York City's fixed and estimated budget costs for 1967 and 1969, those two years used for comparative purposes and taken individually evidenced New York City as being higher

than Chicago, Los Angeles, Detroit, Philadelphia, Houston as well as the stated requirement, budget-wise, for a family of four, in the United States for the years 1967 and 1969. The figures cited of the indices of Comparative Costs based on a budget for a four person family between the Spring of 1967 and the Spring of 1969, evidenced again, that New York City exceeded those of any of the aforementioned cities and the United States. The conclusion urged by the Association being that it costs more for a family of four to live on a moderate budget in New York City than in any of the stated cities or the nation.

Maintaining that the Building Inspector titles in New York City are comparable to those of the compared cities, the Association, in its demand for higher salaries for its members than the salaries received in the compared cities, asserted that while New York presently has a minimum of \$8,300. and a maximum of \$10,850., the City of Detroit has a minimum of \$12,120. and a maximum of \$12,696.; Chicago, a minimum of \$9,120. and a maximum of \$11,100.; Philadelphia, a minimum of \$9,084. and a maximum of \$10,152. and Los Angeles, a minimum of \$9,060. and a maximum of \$11,280. The foregoing figures were said to encompass the 1969-70 period.

Bringing the Consumer Price Index up more currently, the Association stated that the range for the first six months of 1970, January to June of 1970, as against January to June of 1969, showed New York being 7.2% to 7.6% and Detroit, 4.9% to 6.8%.

The Association allowed that the foregoing cited figures do not reflect the cost of increase since the expiration of the prior Contract and the beginning of contract negotiations. in the Spring of 1970. The Panel gives recognition to the ascendancy of such costs, from and after the quoted figures.

The Association asked that the renewal contract be for one year's duration, It stated its uncertainty as to the state of the economy and the rising cost of living as being factors in its considerations not to be contract-bound for more than one year.

The case for the City in its original presentation on September 10th, 1970, to the Impasse Panel, revealed that during prior mediatory efforts between the parties, no offers had been forthcoming from it. It gave its analysis of the various cost items it was obliged to pay, not only for salaries but for the divers fringe benefits it afforded the covered employees herein. The following are the fixed annual cash costs the City asserted it paid, by job titles: Construction Inspector, minimum salary of \$8,300. and maximum salary of \$10,350., plus, at the minimum salary rate, social security, Pension, Health Plan and Welfare Plan, amounting to an additional cost to it of \$2467. and at the maximum salary of \$10,850., additionally, the sum of \$2977. Added to this, various Leave Benefits, such as 11 holidays, vacations (1 year, 20 days, 8 years, 25 days and 15 years, 27 days); sick leave (12 days), Funeral, Jury Leave etc. totalling an experience factor of 1 day) Terminal Leave (111 days per year), Summer Hours (63 hours=9 days), for an additional fringe benefit

cost of \$1734. at the minimum salary or a total of additional costs at the minimum of \$4201. For those employees in the Construction Inspector Class at the maximum salary, the grand total cost of the described benefits, fixed annual and Leave, amount to \$5,534. In the Senior Construction Inspector class, leaving a minimum of \$9500., the total of both the described benefits amount to \$4690. and at the maximum salary of \$12,500., a total cost for both types of benefits of \$6253,

In the Supervising Construction Inspector class, at the minimum of \$10,850., all benefits cost an additional \$5133. and at the maximum of that class, \$14,150., the total of all benefits is \$6860. In the Principal Construction Inspectors Class, at the minimum of \$12,200., the total cost of all benefits is \$5686. and at the maximum of \$15,600., the cost to the City of all benefits was stated as being, \$7493. It was stated for the City that at the time of the negotiations leading to the consummation of the expired contract, the Union herein did not then represent the Supervising Construction Inspector class nor the Principal Construction Inspector class and that by reason thereof, no Welfare Fund benefits were provided for these two classes and therefore, no cost item for this benefit is included in these two classes in the recital above of the total costs for all benefits for these two classes. The City did allow that it believed it did grant this benefit (Welfare Fund) to two titles in the two classes but the costs for it were not included in the aforesaid itemization of benefit costs.

The City detailed at length, the salary increment scale under the Career and Salary Plan of the Civil Service Law, evidencing the grades, annual salary increments, the minimum salaries in each grade, and the increments for each grade from and inclusive of the first step to and inclusive of the fifth step and the maximum salary attainable in each grade, inclusive of an extra increment step payable upon reaching the maximum step.

It then tendered charts evidencing the Comparative Salary Flow of each inspectorial title from 1954 through July of 1971, all indicating the course of pay increases and variations throughout those years. Of moment, is the absorption of mandated increases under the Career and Salary Plan to terms negotiated under Collective Bargaining Agreements starting with 1967, pursuant to Personnel Order No. 21/67, signed by Mayor Lindsay, on March 15, 1967, establishing an Alternative Career and Salary Pay Plan, applicable to Career and Salary Plan Employees in certain classes of positions covered by Collective Bargaining Agreements. An order amending this order was signed by the Mayor on June 27, 1968, and a second order, further amending Order 21/67, was signed by the Mayor, on April 28, 1970. In its review of these orders and the purposes requiring them, the City highlighted the agreements reached by it and the Unions representing employees wherein it had provided for the mandated increments of the Career and Salary Plan, within the terms of the Collective Agreements and indicated that by reason thereof, disparities of salaries, to an extent, subsequently

became apparent. This, by way of rebuttal, to the Union's charge of these inequities being chargeable to the City. The City asserted that the Union was party to the agreement and negotiated with it, the rates it, the Union now protests are inequitable.

The City contended and submitted a lengthy and detailed documentation in asserted support thereof, referred to as a Fringe Benefit Survey, wherein it supplied the details of these fringes it provided as compared with those afforded their employees by the Federal government, State of New York, Nassau County, Town of Babylon, Town of Islip, Town of Harrison, Scarsdale, Town of Mt. Pleasant, Port Authority, Buffalo, State of New Jersey and the City of Newark. The fringes compared encompassed Annual Leave, Sick Leave, Extension (of employee's service), Personal Leave, Bereavement Leave, Military Leave, Terminal Leave, Holidays, Jury Duty, Work-week, Overtime, Meal Allowance, Health Contributions, Welfare, Pension, Mandatory Retirement, Ordinary Disability and Accidental Disability. In most instances. these fringes supplied by the City, exceeded those provided by the compared localities. The comparisons related to Building and Construction Inspectors.

With regard to the Consumer Price Index, its constant ascendancy and its applicability as a prime factor in behalf of the demands herein of the Association, the City exhibited its facts sheet and contended that it indicated the workers' salaries have projected in real wages, greater than the Consumer Price Index.

By way of an observation, the City maintained that it had no recruitment problem at current salaries, citing as an example, the two classes in which are the largest number of employees, Construction Inspector and Housing Inspector. That there is a low turnover rate within these titles.

The City's money proposals to the Association to be incorporated in the renewal contract, effective January 19 1970, were given by it, as follows:

Inspector of Low Pressure Boilers

Effective 1/1/70: \$350. for completion of one (1) year of service in title from 1/1/69 to 12/31/69 or \$175. for completion of six (6) months of service in title from 7/1/69 to 12/31/69.

Range: \$7,150. - \$9,900. (note: no change from exp'd contract)

Effective 7/1/70: \$750. general increase

Range: \$7,850. - \$10,650. (note: \$700. increase in min. as of July, 1970 & \$750. in max)

Effective 7/1/71: \$750. General Increase

Range: \$8,350. - \$11,400. (note: \$500. inc. in min. as of July, 1971 04 \$750. in max.)

Inspectors (All Titles)

Effective 1/1/70: \$400. for completion of one (1) year of service in title from 1/1/69 to 12/31/69 or \$200. for completion of six (6) months of service in title from 7/1/69 to 12/31/69

Range: \$8,300. to \$11,250. (Note: No change in min., \$400. more in max)

Effective 7/1/70: \$900. general increase

Range: \$9,000. to \$12,150. (note: \$700. inc. in min. as of July, 1970 & \$12000. in max.)

Effective 7/1/71: \$900. general increase

Range: \$9,500. to \$13,500. (note: \$500. inc. in min. as of July, 1971 & \$1350. in max)

Senior Inspectors (All Titles)

Effective 1/1/70: \$500. for completion of one (1) year of service in title from 1/1/69 to 12/31/69 or
\$250. for completion of six (6) months of service in title from 7/1/69 to 12/31/69

Range: \$9,500. to \$13 000. (Note: no chance in min., \$500. in max).

Effective 7/1/70: \$1,000 general increase

Range: \$10,200 to \$14,000. (note: \$700. incr. in min. as of July, 1970 & \$1,000. in max).

Effective 7/1/71: \$1,000. general increase

Range: \$10,700. to \$15,000. (note: \$500. incr, in min. as of July, 1971 & \$1,000. in max.)

Supervising Inspectors (All Titles)

Effective 1/1/70: \$500. for completion of one (1) year of service in title from 1/1/69 to 12/31/69 or
\$250. for service for completion of six (6) months of service in title from 7/1/69 to 12/31/69.

Range: \$10,850. to \$14,650. (note: no change in min., \$500. in max.)

Effective 7/1/70: \$1,100 general increase

Range: \$11,550. to \$15,750. (Note: \$700. incr, in min. as of July, 1970 & \$1,100 in max.)

Effective 7/1/71: \$1,100. general increase

Range: \$12,050. to \$16,850. (note: \$500. incr. in min. as of July, 1971 & \$1,100 in max.)

Principal Inspectors (All Titles)

Effective 1/1/70: \$550. for completion of one (1) year of service in title from 1/1/69 to 12/31/69 or \$275. for completion of six (6) months of service in title from 7/1/69 to 12/31/69

Range: \$12,200. to \$16,150. (note: no change in min., \$550. in max.)

Effective 7/1/70: \$1,300 general increase

Range: \$12,900. to \$17,450. (note: \$700. incr. in min. as of July, 1970 & \$1300. in max.)

Effective 7/1/71: \$1,300. general increase

Range: \$13,400. to \$18,750. (note: \$500. incr. in min. as of July, 1971 in max.)

The City proposed the following Promotional Increases in the renewed contract:

Promotion from Inspector of Low Pressure Boiler to Boiler Inspector - \$525.

From Inspector to Senior Inspector - \$600.

From Senior to Supervising Inspector - \$675.

From Supervising to Principal Inspector - \$750.

As it concerns the Welfare Fund, effective 1/1/70, the City offers \$125. (was \$110.)

The City proposes a two and one half year contract, from 1/1/70 to 6/30/72.

The final formal hearing before the Panel was held on February 1, 1971, at which, the City presented the preceding proposals by it for inclusion in the renewal contract and the proposed term thereof. Thereafter, so as to assist the Panel in determining every possible avenue of resolving the intricacies of the issues presented to then and to lend

help to the parties in furthering their respective interests in the ultimate goal of consummating a mutually acceptable agreement, the Panel met individually, with the Association on March 16, 1971 and with the City, on March 22, 1971. It is to be noted that the Panel proceeded in the holding of the aforesaid meetings, pursuant to the direction to it contained in the designations initially made of each member of the Panel.

At its meeting with the Association of March 16, 1971, the Panel was presented with revised proposals for the settlement of the impasse which encompassed, in each inspectorial class, a schedule of salaries payable to each employee within the class, based on his years of experience in the class, to become effective on January 1, 1970, January 1, 1971 and January 1, 1972. It was stated that the acceptance of these proposals would obviate annual across-the-board increases and would eliminate the promotional inequities, which the Association sought to have corrected.

In response to inquiry by the Panel, the Association supplied it with estimated cost increases which would be necessitated by the adoption of its proposed salary adjustments, based on the experience factor, for the three years encompassed in the proposals, in each class, over that paid by the City at the expiration date of the expired contract.

In the Low Pressure Boiler Inspector Class, the increase in cost was estimated at \$229,990., for 3 years.

In the Inspector Class, the increase was estimated at \$10,000,000., for 3 years.

In the Senior Inspector Class, the increase was estimated at \$3,120,000., for 3 years.

In the Supervising Inspector Class, the increase was estimated at \$263,000., for 3 years.

In the Principal Inspector Class, the increase was estimated at \$68,100., for 3 years..

The foregoing figures evidence an indicated total estimated cost increase of \$13,680,000. for 3 years, as proposed by the Association.

At its stated meeting with the City on March 22, 1971, the above Association proposals were exhibited to it. No acceptance of them was forthcoming.

Mindful of the inordinate length of time which has prevailed since the expiration of the prior contract on December 31, 1969, albeit attributable to the delay occasioned by the Association's efforts to obtain a determination from the Office of Collective Bargaining of its asserted right to bargain on those items of its demands which were deemed non-bargainable by the City, the Panel, in pursuance of its authority and in its desire to expedite the receipt by the parties of its recommendations herein, on March 27, 1971, caused to have issued to the parties, its recommendations of terms to be included in the renewal contract. Such recommendations shall be deemed reiterated and set forth.

DISCUSSION

In support of its salary proposals, the Association cites a variety of other Jurisdictions. These include, as has been hereinbefore set forth, the City of Detroit, which is stated as paying its Building Inspector title, a minimum

of \$12,120. and a maximum of \$12,696. as compared to the New York Building Inspector's minimum of \$9,300. and a maximum of \$10,850., Chicago, with a minimum of \$9,120. and a maximum of \$11,100., Philadelphia, with a minimum of \$9,084. and a maximum of \$10,152 and Los Angeles, with a minimum of \$9,060. and a maximum of \$11,280. (All-1969-70). The higher Consumer Price Index prevailing in New York City, as compared with the cited jurisdictions is contended in furtherance of the justification and reasonableness of the Association's demands as are the higher differences in cost of maintaining a family of four in New York City in contrast with the said other cities.

The Panel finds, however, that the New York City Inspector works a normal 35 hour week and 30 hours in the Summer, as opposed to the cited cities' work week, asserted to be 40 hours. The Panel was not supplied with the costs of fringes paid in the other jurisdictions. The cost figures hereinbefore set forth, of the fringes supplied to the New York City Inspector, evidence an appreciable gain to them in real wages over and above the fixed minimum and maximum wages used as a basis of comparison. It was granted by the Association that it had selected for comparison purposes only those jurisdictions with a million or more in population, which paid higher salaries than New York, on the ground that the greatest city should meet the highest standards. Conversely, the City maintained that the main comparison should be made in New York, the metropolitan area, including New Jersey, where it, the City, does its primary hiring. Comparisons with Nassau, Suffolk

and Westchester Counties, the Cities of Buffalo Jersey City and Newark, in the Housing Inspector Class, for a 35 hour week, were tendered by the City. It would appear that the compared minimums and maximums, with the exception of the City of Harrison, in Westchester County, were appreciably below those of New York - City. It is proper to note that in those jurisdictions cited by the Association, Chicago provides the Building Inspector, increases in pay from the time of appointment at intervals of 6 months, 1 ½ years, 2 ½ years, 3 ½ years and a longevity range from 6 to 25 years, after appointment, Detroit provides a minimum and maximum and it is said that after one year as an Inspector at, the minimum, the employee is entitled to an increase to the maximum, Los Angeles grants an increase at 1 year and 2 years from the date of appointment as does Philadelphia, which adds a 3rd year increase. Comparable increases are provided for other titles.

With regard to ability to pay, the Association contends that its proposed salary increases would be of minimal cost to the City because only 15% of the Housing and Development Administration's expense budget is funded from tax levy sources. The Association maintains that its proposed requested increases amount to about 25% and if granted, the tax levy would only be called upon for 3 3/4% whereas increases in other City departments generally are funded in toto from tax levy funds. The Association states that the additional cost to the City to meet the proposed increases requested were said as being financed primarily from increases

in Federal and State funds. In its opposition to these conclusions, the City stated that the Association's requested increases approach about 42% and not 25% as requested and that funds received from the Federal Government and the State of New York for housing are not diverted to the purposes of the Association's members salaries, wages, etc., exclusively, but are utilized in the costs to the City of the maintenance of the various agencies of the Housing Administration.

CONCLUSION

This Report of the Impasse Panel in the within case is supplemental to its recommendations set forth and duly signed and issued on March 27, 1971. It cites the positions of the parties and represents the Panel's "findings of fact" and reasoning" which prompted the conclusions embodied in its recommendations.

In its initial recommendations, the Panel set forth the chronology of these fact-finding procedures. In addition to commenting upon the misrepresentation and unfounded charges of "undue delay" in the adjudication of this dispute, the Panel indicated why it felt compelled to issue its recommendations promptly and to recount its "reasoning" and "findings of fact" separately at a later date. No useful purpose would be served to reiterate these "facts and observations" here.

By way of a conclusion to this Report, the Panel does feel compelled, however, to make some observations on the general complexities of this case and the broad considerations which prompted these fact-finding recommendations.

From the outset, it need be stated that the fact-findings process is necessarily a wage-determination process where, as in the instant case, the issues at impasse are basically economic. To say the least, economics is far from an exact science and wage determination, as many other economic determinations, entails much value judgment. In general, however, while the criteria for wage determination are diverse and many, there is fairly general agreement that the principal factors for consideration are equity, cost of living, productivity, comparable salaries and ability to pay.

No such criteria need be considered nor held conclusive in mediation, however. Here, in contrast to the fact-finding process, whether one or another criterion of wage determination is considered paramount or ignored by the mediator is largely irrelevant since the primary objective in mediation is an agreed-upon settlement between the parties.

Thus, the fact-finder may find insufficient justification for a given proposed mediative settlement and, in particular where wage criteria and economic conditions change, he could well find for a lesser settlement rather than an equal or higher settlement than that proffered in mediation. Acceptability, of course, is a consideration of the fact finder, especially in the public sector where recommendations are a substitute for finality. It is the fact finder's hope that his "findings of fact" and "logic of reasoning" however disappointing in failing to fulfill

the expectations of one or the other, or both of the parties will nonetheless, be persuasive. But as great as is the fact finder's concern for acceptability it cannot be his sole consideration and certainly it should not obliterate his greater public responsibility to adjudge the issues at impasse in, the light of all criteria relevant at the time.

To some extent, then, these are the complexities the Impasse Panel as fact finders faced in the instant matter. Upon the "facts" of the current economic situation, for example, the Impasse Panel felt compelled to give much weight to the ability-to-pay-factor in wage determination as distinct from such other criteria as equity, cost of living, or even comparable wage standards. In fact, it must be said with candor that in these particular times, and with the knowledge of the City's current fiscal plight, this Panel would have been hard put to "find" for the level of wage settlement it did had it not been for patterns and comparable settlements already entered into by the City albeit in a more favorable and' less stringent economic time.

These local comparable settlements, let alone the scales that might have been justified on an equity basis in comparison with comparable work performed in major cities around the country, are in excess of wage determinations based on a strict cost of living and productivity basis. Yet, cost of living and productivity have been made the basic criteria for wage increases in other City negotiations and by other Impasse Panels in major areas of City-employee collective bargaining today. Although the wage settlement recommended here may perhaps appear "excessive" to some in the light of

present economic conditions, such levels of settlement are justifiable nonetheless, on the basis of a more overriding consideration. Unions and associations of employees which follow the orderly and reasoned procedures of mediation and fact-finding for improving their bargaining position and, hence, the well being of their membership, ought not be Penalized for failing to have accepted a settlement which was available and justifiable at the start of such lawful efforts but, because of the drastic change in economic conditions and the fiscal plight of the City are less justifiable currently. These, of course, are the risks of "going to fact finding" rather than "settling in mediation". But it seemed unduly harsh, to this Panel at least, were present criteria and economic conditions held to be controlling and prior comparable wage settlements and patterns ignored.

In addition to the general level of wage settlement set forth in our recommendations, the above reasoning was similarly influential in our determination to reject the Association's demand in the matter of wage progression (step) schedule. In general, we must state that we were not unsympathetic of the Association's position in this respect. But because of the high cost of effecting a meaningful consolidation and lessening of present steps, the Panel felt compelled at this time and under present circumstances to deny the Association's strong and somewhat equitable if not persuasive arguments for the revision and compression of the wage steps. By and large, we agree with the Association's objectives here. Certainly it should be clear to all, that

we share the Association's belief in the desirability of the elimination of the myriad of rates which currently prevails for like work and like service with the added indignity, if not inequity, that few employees "in the service" ever reach the maximum rate in grade. It should be clear, too, that we are solely denying the concept of the wage progression (step) schedule set forth by the Association on the grounds that currently it is not propitious and currently it is not economically feasible. Under more favorable economic conditions, it would be our view that some consolidation of rates and progression of steps is warranted albeit, not so drastic, or costly, as was here presented and urged by the Association.

All of which, is respectfully submitted.

IMPASSE PANEL

JEROME J. LANDE, Chairman
MATTHEW A. KELLY
THOMAS A. KNOWLTON,

By: _____
JEROME J. LANDE, CHAIRMAN

Dated: New York, N. Y.
April 16th, 1971.