

Impasse Panel
Case Number I-71-71

Supreme Court Uniformed Officers Association

and

The Office of Labor Relations
City of New York

Hearings in the above entitled matter were held on May 12, June 16, and July 15, 1971. Both parties filed post hearing documents which were received by the Impasse Panel.

Appearances

For the Union: Reavis and McGrath, Esqs. Lawrence W. Boas, of Counsel

For the City: Robert W. Pick, Assistant Director, Office of Labor Relations

The issue

The Issues in this case have to do with the salary and related matters of three titles: Senior Court Officer. Chief Court Attendant and Supervising Court Officer.

Background

Effective July 1, 1966 the Judicial Conference established a position of Senior Court Officer in the Unified Court Systems of New York City. The position consolidated three titles under the preceding system, Court Attendant in the supreme court, Court Officer in the Supreme Court, and Warden Grand Jury. As pointed out In the Association's memorandum (Association Exhibit 1) as of June 30, 1970 there were about 398 employees holding the title of Senior Court Officer in the Supreme and Surrogate's Courts of Now York City, or acting as supervisors of Uniformed Court Officers in the Civil, Criminal, Family Courts of New York City.

The Judicial Conference's job description for this title is as follows:

"Under direct supervision, maintains order and decorum in the Supreme and Surrogate's Courts, protecting judicial and other personnel: is responsible for the safety and conduct of jurors and spectators; guards prisoners; searches defendants and other persons as permitted by law; searches and patrols courtrooms, corridors and public facilities, he, may assist in the swearing in of witnesses and handling of exhibits; may advise prisoners of their right to counsel and under supervision and direction performs other duties and assists in the clerical work of the court. In the Civil Court of the City of New York a Senior Court Officer is responsible for the security function of a specific court location and the supervision of Uniformed Court Officers therein assigned." (Notice of Promotion Examination, No. 55-184, Senior Court officer, New York City, dated Nov. 16; 1970; Notice of Open-Competitive Examination, No. 45-78, Senior Court Officer (Male), New York City, dated Nov. 16, 1970.)"

The title Chief Court Attendant is currently held by only three employees. It is maintained only during the tenure of incumbents and it is earmarked for eventual review. There is no job description, but their duties are similar to that of the Supervising Court Officer. The Supervising Court Officer is presently held by about 6 employees and it was also established in 1966. The Supervising Court officer is selected from the ranks of the Senior Court Officers. Their job description is as follows:

"Under direction of the court clerk or administrator designated to supervise court security, supervises a court security force: in the Supreme Court supervises a large force of Senior Court Officers and is responsible for security at an important court; assigns and re-assigns Senior Court Officers to duties; sets up schedules for target practice for purposes of improving proficiency of personnel in the handling of firearms; maintains attendance rosters; maintains force to standards of performance; trains force in necessary skills and knowledge; prepares reports as directed; in the Civil Court of New York City supervises a city-wide force of Uniformed Court Officers and Senior Court Officers and is responsible for security at all locations of a citywide court; assigns or reassigns personnel to the various court locations in order to maintain a proper staffing pattern; evaluates and maintains all records relating to time, leave, and work performance; trains force; prepares reports as directed; may supervise a very large force in other courts other than those noted."

Present Salary Structure

Effective July 1, 1969, the range of salaries for the Senior Court Officer were \$9,950 to a maximum of \$12,800 with a provision for a maximum

of \$13,675 for incumbents as of June 30, 1968. (No employees earned annual salaries over \$12,800 as the result of their long service as Senior Court Officers before court consolidation.) As of June 30, 1970, the average annual salary for the 398 Senior Court Officers was \$11,631

The salary levels of the three chief court attendants, the asterisked title, were \$14,40, \$16,210, and \$16,213 per year.

The current salary range for Supervising Court Officers is from \$12,700 to \$16,600 per year.

Position of the Parties

Throughout the several days of hearings the Association rejected the comparisons which the City sought to make between the Court officers and the Assistant Court Clerk. The Association believes the appropriate comparison is with the Police Sergeants. They maintain that the Senior Court Officers should be placed on a parity with the Police Sergeants for the year ending December 31, 1970. The Association demand is that from the period July 1, 1969 through June 30, 1970 the salary range for the Senior Court Officers should be from \$12,774 to \$14,235. This would require salary increases ranging from \$1,435 for about 130 Senior Court Officers now paid an annual salary of \$12,800, and increases up to \$2,824 for the approximately 39 or so Senior Court Officers now paid the lowest annual salary of \$9,950 with Increases within that range for other Senior Court Officers.

The Association stresses the comparability of the Senior Court officers with the Police Sergeant. It maintains that the City itself has urged such comparisons in previous fact finding procedures when the Uniformed Court Officers salaries were under consideration. It points out further that Patrolman have chosen to become Senior Court Officers rather than to advance through the police ranks.

Many of the present incumbents of the job were Patrolman at one time. They may have chosen this job because they believed court officers served within the confines of the court house in a protected situation, but this, is no longer true. As pointed out in the Association's memorandum (Page 13). this situation which was marked by dignity and decorum of parties; and defendants awed by the majesty of the law is no longer prevalent. The Association cites official reports from 1960 to the present where SCO's have been involved in physical contact with defendants and have been injured in the course of their duty. Such Incidents are increasing in frequency and severity. The Senior Court Officers in the first department are required to undergo a training program in order to be authorized to carry weapons pistol range is available for training and practice. They are also Instructed in court room security procedures.

The City's basic position is that the SCO'S wage changes parallel that of Assistant Court Clerks. The evidence does show close similarity between the ranges and the adjustments made for the Senior Court officers and the Assistant Court Clerks since at least July 1966. The Assistant Court Clerks received an adjustment of \$90 and a salary range of \$10,350 to \$13,700 during the last year 1969-1970 of a three-year contract.

The City believes that an adjustment of \$900 would be appropriate for the Senior Court Officers with the same range. The City also asks that a three year contract be recommended with a cost-of-living increase of \$600 an July 1, 1971 and a further increase of \$1000 on July 1, 1972.

The City stresses the financial predicament it finds itself in, and maintains that recent Impasse panel recommendations such as the Benjamin Wolf Impasse Panel in the Administrative Titled Employees (Case No. I-75-71) have recognized the plight of the City and have been modest in the recommendations which have been made.

The City also stresses that the promotion lines chart in its Exhibit I shows that the Uniformed Court Officer may promote to either the Senior Court Officer or the Assistant Court Clerk. The Assistant Court Clerk in turn promotes either to Supervising Court Officer or to Court Clerk 1. The Senior Court Officer, in turn, promotes either to the Supervising Court Officer or the Court Clerk 1. Thus, there is a great deal to be said for uniform negotiations within the Judicial Conference and with recognition of the hierarchy of positions involved.

The City's witness, Benjamin J. Malcom Deputy Commissioner, Department of Corrections served from 1967 until December 14, 1970 as Assistant Director of Labor Relations for the City. During that time he represented the; Judicial Conference in negotiations and he negotiated the agreement with the Senior Court Officers and with the clerical series in the court system. In his opinion, there is not a great deal of distinction between the duties and responsibilities of Uniformed Court Officers and the Senior Court Officers. One is in the lower court and one is in the upper court doing substantially the same thing. (Transcript page 125.) In his opinion, there is a relationship in terms of pay between the Senior Court Officer and the Assistant Court Clerk. He foresaw problems if the Senior Court Officers advanced any appreciable way beyond the Assistant Court Clerk.

Malcom could see no comparison between the Court officers and the Policeman series. The Court Officers are confined to the courtroom, and though they deal with the same offender as does the Police, so does the Probation Officer and every other person in the whole field of the administration of criminal justice. in his opinion, there is a wide distinction between what the Court Officer and the Patrolman do. It was also his understanding, (Transcript page 130) that the range of the Senior Court Officer should be considered in line with the Assistant Court Clerk.

On cross examination Mr. Malcom admitted that the number of people moving between the Court Officers and the Assistant Court Clerk position was not very great, and that the only similarity between the Assistant Court Clerk and the Senior Court Officers is that they both work in the same court system. They don't do the same thing, but there is, and according to Malcom there ought to be, a similarity in terms of the rate of pay in order to avoid whipsawing.

Discussion and Findings

The game of comparisons, of course, is one that can be played endlessly. In light of what has happened to the salaries of the Policemen, of course, the Uniformed Court Officers seek to stress the similarities of their jobs with those in that service rather than titles in the Judicial Conference where no dramatic improvements in salary schedules have been obtained in the last several years.

The fact is that the Senior Court Officer has many similarities to that of the Police Sergeant, but the fact must be recognized that he is neither Police Sergeant nor Assistant Court Clerk. He occupies an importance in and of his own right.

The responsibilities attendant upon this classification are not to be denied. In the criminal courts the Senior Court Officer is obligated to know procedures, to be responsible for safety preserving decorum and other activities which in a by-gone era may have been largely ceremonial; but today are very real. The disturbances in our court rooms the last several years are well known and they have affected the requirements of the job of Senior Court Officers. He must combine his knowledge and skills with a physical stamina and moral courage to be able to hold down and perform adequately the duties of the job as it is presently defined.

It is not downgrading the importance of the Senior Court officer to point out however, that he is not a Police Sergeant. The Court Officer is not out on the street, neither is he subject to rotating shifts. By and large he works when courts are in session and is not obligated to rotate shifts around the clock. He has awesome responsibilities, but they do not extend to patrolling the streets. He is not required to be in one sense "on duty." even when he is not officially working as Is the Patrolman. He is not requited to carry his shield and revolver at all times.

Perhaps it is stressing the negative in dwelling on whom the Supreme Officer is not comparable to. We cannot shut our eyes to the fact that a particular set of circumstances has. been affecting the pay of the Police Sergeants. To allow this set of circumstances to spill over into that of the Judicial Conference might be to create ever-widening circles of stability in the pay structure of the City.

On the positive side, and perhaps more importantly, is the fact that there is a certain logic in preserving the pay structure in the Judicial Conference there is a promotional sequence that cannot be ignored. The ranks of Senior Court Officers are filled from that of the Uniformed Court Officer. There is at least the possibility that the Assistant Court Clerk is considered as a comparable parallel horizontal title. In any event, there is the opportunity for the Senior Court Officer to promote, not only to the supervisory position, but to that of Court Clerk 1. An examination of all the testimony and evidence presented in this case persuades me that the appropriate comparisons which should be made is not with the Police, not with the Police Sergeants, but within the Judicial Conference Titles.

The chart below shows the range and the adjustments made for Court Officers and Court Clerical Series since 1966. (City Exhibit 1)

COMPARISON OF SALARY RANGES FOR COURT OFFICERS AND COURT CLERICAL SERIES

	<u>July</u> <u>1966</u>	<u>Jan</u> <u>1967</u>	<u>July</u> <u>1967</u>	<u>July</u> <u>1968</u>	<u>July</u> <u>1969</u>	<u>July</u> <u>1970</u>
<u>U.C.O.</u>						
Range	71078-8457	7221-8600	7921-9300	8250-10250	8600-1100	9100-11700
Adj	407*	143*	700	750	750	876
<u>Sr.C.O.</u>						
Range	8700-10100		9300-10900	9600-11950	9950-12800	
Adj	800		800	850*	850*	
<u>Asst Ct.</u>						
<u>Clerk</u>						
Range	8500-10250		9350-11100	9600-11900	9950-12800	10350-13700
Adj	850		1000	1175**	1129**	900
					850	
<u>Supr.</u>						
<u>C.O.</u>						
Range	11000-12500		12500-14500	12500-15500	12700-16600	
Adj	1135			1050	1050	
<u>Court</u>						
<u>Clerk I</u>						
Range	11000-12500	11600-13300		11900-14500	12250-15600	12750-16800
Adj	800		800	900	1200	1200
<u>Court</u>						
<u>Clerk II</u>						
Range	12250-14250	13000-15000		13300-17100	13650-17100	14150-18300
	800		400	900	1200	1200

* Plus Annual Increment after each year of service
 1st yr = \$210; 2nd yr \$524; 3rd yr 645.

** Incumbents as of 6/30/68 Average

Once we free ourselves from the police comparisons and restrict ourselves to the Judicial Conference, the appropriate area in which to make comparisons, several things ought to be noted. First of all, there has been a relationship between the Senior Court Officer and the Uniformed Court Officer but they have not received identical adjustments. The Uniformed Court Officers have received approximately a hundred dollars less in adjustment each negotiation since at least 1967. It is not easy to compare the prior years because of the varying lengths of the contracts. But even if we go back to 1964, with reference to the data contained in the Report and Recommendation of the Impasse Panel in Case No. I-14-68, Benjamin Roberts Chairman, (the comparisons from 1964-to 1967 are shown at

Page 12), the Senior Court Officers have received adjustments which, in each case, have been more than those received by the Uniformed Court Officers.

The City stresses the comparison with the Assistant Court Clerks, it ought to be noted that the Assistant Court Clerks are in the last year of a three year contract which was front-loaded. Granted that there were differential adjustments given because of the prior job histories of some of these people in the Assistant Court Clerk Classification, the adjustment over the three year period averages out to more than \$3,000.

It is instructive also to look at the ranges for the Court Clerk 1. Here we note that the adjustments in the last 2 years have been at \$1,200 with a maximum range for 1970 of from \$2,750 to \$16,800.

In searching for an appropriate adjustment in this case, there are several considerations to be kept in mind.

1. Should this be a 3-year contract, a 2-year contract, or a 1-year contract. My guidance for this answer stems from the basic decision that these people ought to be compared with others in the Judicial Conference and not with the Police. A 1-year contract would allow the future negotiations to take place within the confines of the Judicial Conference comparisons. To now recommend anything more than a 1-year contract would be to prejudge what the relationships ought to be for the future. This is something that ought best be done by collective bargaining within appropriate guide lines. Consequently, the recommendation will be for a single year contract, to expire in June 30, 1971.

2. A second question is whether the Senior Court Officers should be equated with the Assistant Court Clerk. I can see no particular reason why there ought to be an exact equality of ranges or salaries paid to these two classifications. It is true that Uniformed Court Officers may promote to either job, but this does not necessarily mean that they must be in identical salary brackets. Certainly they have different duties. This

is evident both by their job descriptions and the testimony before me. The collective bargaining history also indicates that there have not been Identical adjustments between these two classifications or titles in the past.

My recommendation will be for an adjustment which will at least preserve the traditional differences that exist between the Uniformed Court Officer and the Senior Court Officer, but which will not move the Senior Court Officer out of the middle a range which he now occupies between that of the Uniformed Court Officers and the Court Clerk 1. At the same time, in comparison with the Assistant Court Clerk, notice will be taken of the fact that the Clerks have been the beneficiaries of a front loaded 3-year agreement whereas this~ classification has been experiencing the rises in the cost of living which have taken place without such adjustment.

To accomplish these objectives and to preserve their position within the judicial Conference, my recommendation will be for an adjustment for the Senior Court Officers of \$1,000. This will bring their maximum to \$13,800 which approximately preserves the differential that exists between the Uniformed Court Officers and the Senior Court Officers, and is similar to but not Identical with the adjustments of the Assistant Court Clerk. The maximum will still be well below that of the Court Clerk), thus providing promotional incentive.

The range then for the Senior Court Officers should be from a minimum of \$10,350 to a maximum of \$13,800. This incorporates the adjustment of \$10,000.

The Chief Court Attendant should receive a salary adjustment of \$1,200. There is no necessity to set a range here since there are, at most, 3 incumbents in this asterisked title.

* A letter from the Association points out that differential increases according to salaries has been customary in the past. It would be within the spirit of this recommendation to apply the increase in differential fashion, if the parties desire, so long as the average adjustment is of this amount.

The Supreme Court Officers should receive an adjustment of \$1,200 to reflect the usual differential between the two positions. Their minimum should be \$13,150 and their maximum \$17,800.

Since only a 1-year contract is recommended, no adjustments are recommended to meet any of the other demands made by the Association. Matters such as uniform allowances, increase in promotional allowances, welfare fund, annuity fund, are best dealt with in the new collective bargaining negotiations. In this 1-year agreement which will run from July 1970 to June 30, 1971, no adjustments other than that of the basic salaries are recommended.

Monroe Berkowitz
Impasse Panel

November 3, 1971

OFFICE OF COLLECTIVE BARGAINING
250 BROADWAY
New York, New York 10007

Docket No. I-74-71

In the Matter of the Impasse Between

THE CITY OF NEW YORK

REPORT AND RECOMMENDATION

-and-

OF IMPASSE PANEL

MARINE ENGINEERS BENEFICIAL
ASSOCIATION

I-74-71

This proceeding resulted from the failure of the parties to negotiation agreement on salaries and other conditions of employment for the period beginning July 1, 1970 for licensed personnel in the title of captain/pilot, assistant captain, mate, chief marine engineer, and marine engineer.

In reaching its findings and conclusions, the panel has carefully reviewed the record, including the voluminous testimony of both parties, the many exhibits submitted, and the arguments.

The panel first concludes that there is a basic pattern, initially agreed upon by the parties and constituting long-standing past practice, that salaries and other conditions of employment accorded to municipal ferry boat crewmen conform to those negotiated under contracts applying to New York in-land and harbor private sector personnel. In addition, the panel notes that both licensed and unlicensed sludge-boat personnel were granted, effective July 1, 1970, the following wage increase:

First year: 20%
Second year: 10% (effective July 1, 1971)
Third year: 10% (effective July 1, 1971)

The panel further concludes that this basic pattern, at this moment in time, should be maintained to provide stability. Given the city's present labor costs, the panel is of the opinion that breaking of new ground cannot be justified.

The panel also notes that both licenced and unlicenced sludge-boat personnel accepted the city-wide welfare plan and benefit improvements negotiated with the city by another union, which pattern, although currently being contested before the Office of Collective Bargaining, the city will make available to municipal employees generally only upon agreement of being a part and confirming to the city-wide plan.

On the specific union demands, which are not in chronological order because a number of them were withdrawn:

No. 1: Wages. In the interest of maintaining stability, the panel recommends:

Effective July 1, 1970	20%
Effective July 1, 1971	10%
Effective July 1, 1972	10%

No. 2: 10% Differential. The panel recommends denial of the union request for it 10% differential for all engineers holding both diesel and steam licenses. It feels that the general wage increase recommended is sufficient, and there to do justification for granting this request and in so doing breaking new ground.

No. 3: Welfare Fund To conform to the basic pattern alluded to above, the panel recommends:

Effective July 1, 1970 \$ 170. per year
Effective July 1, 1971 175. per year
Effective July 1, 1972 250. per year

The panel takes cognizance of the fact that the city's conditions as to the availability of the welfare improvements set forth above are under challenge and subject to a ruling from the OCB. Naturally, the panel expects that the parties will abide by this ruling.

No.7: Holidays. The panel recommends denial of the union request for three additional paid holidays. The pattern is eight holidays for comparable municipal employees and, in the interest of stability, should be maintained.

No. 8: Severance Pay. The panel recommends denial of the union request for severance pay. Granting of this request, and the proportions of the general wage increase are such as to preclude such considerations, however, otherwise desirable, would be breaking new ground.

No. 9: Uniform Allowance. The panel notes that the last increase in uniform allowance granted employees in the bargaining unit was in 1967, the cost of apparel and maintenance of apparel has increased almost 20% in the New York metropolitan area between 1967 and 1970, and the uniform allowance currently provided is low compared to those accorded Washington state ferry boat personnel and other city uniformed personnel. In view of these considerations, the panel recommends a \$ 13. increase in the modest uniform allowance now given bargaining unit employees.

No. 10: Vacations. The panel recommends denial of the union request for an additional week of paid vacation. The licenced personnel now are on a four rather than a five day week without reduction in pay. Maintaining the present four week and one day vacation pattern continues stability and avoids breaking or now ground that would cost the city a substantial additional amount.

No. 13: Supervisory Status for Mate: The panel concludes that this is matter for Office of Collective Bargaining rather than panel decision. It takes cognizance of the city contention that the demand is not bargainable since it relates to manning and increased workload. The panel recommends that the union submits the matter to the OCB for resolution.

No. 14: 10% Differential. The panel recommends denial of the union demand for a 10% differential for mates required to be sworn in as special patrolmen. The differential is not established practice and there is no justification to make it such if the panel is to continue stability and avoid breaking of new ground at this time.

No. 17: Minimum of Four Hours for Changeover of Vehicles. The panel recommends denial of this union demand. It concludes that the need for such a minimum is not substantiated by the record.

No. 10: 193 Day Work Year. The panel concludes that :
1) the 193 day work year is established practice continuing through the dates of this proceeding, 2) the city compensated licenced ferry boat personnel on the basis of the 193 day

work year under the immediate prior contract and continues to so compensate them to the present time, 3) there was no evidence adduced to indicate that the parties either intended or anticipated a change to a 200 day work year, and 4) it has neither reason nor authority to make that change. The panel recommends continuance of the 193 day work year.

No. 20: Time and One-half in cash for Any Work performed in Excess of Eight Hours Per Day, Four Consecutive Days Per Week, or 198 Days Per Year.

Because of its conclusions and recommendation on the prior union demand the panel recommends granting of this demand.

No. 21: Hourly Rate to Be Computed by Dividing Annual Rate by 1584.

Also because of its conclusions and recommendations on union demand No. 19, the panel recommends granting of this demand. 198 eight hour days generate 1584 hours.

No. 24: Agency Shop. The panel concludes that the city's conditions for an agency shop are reasonable and, therefore, recommends inclusion, provided that 1) the clause written stipulates that the agency shop in subject to applicable law and 2) the language used is in accord with that contained in contracts negotiated with other groups of municipal employees.

No. 27: Duration of Agreement. The panel finds nothing persuasive in the city's position that this contract be an exception in its duration to the basic pattern referenced above and be of thirty-eight months' duration. The panel, therefore, recommends a thirty-six month contract effective July 1, 1970 and expiring on June 30, 1973.

No. 21: Sanitary and Health Provisions. The panel takes cognizance of the facts that: 1) the parties are desirous of working out an accommodation, and 2) the city is moving toward such an accommodation. It recommends that this matter be held in abeyance, but it will retain jurisdiction until the expected accommodation is reached or the matter is referred back to the panel.

No. 29: Doctor's Lines for Sick Leave. The panel finds that the city's position that it needs adequate protection against abuse of sick leave is reasonable. It concludes that the following provides that protection and recommends its adoption:

1. A verifying statement from the licensed officer's doctor shall not be required by the employer for sick claims of two (2) days or less.
2. For claims of more than two (2) working days, the licensed officer must secure a verifying statement from his doctor, to support his claim. This statement should be sent in as soon as possible after the period of absence is over.
3. A verifying statement from the licensed officer's doctor may be required by the department where there is absence of more than one (1) working day in the case of chronic absentees.

No. 30: Supplemental Clause. The panel notes that, by letter of January 29, 1969, the city notified the union that:

- "a) Any additional provisions extended to unlicensed personnel under a new contract shall be available to licensed officers, if desired; and
- "b) Any previously outstanding contract provisions covering unlicensed personnel, if preferable to those applicable to licensed officers shall be available, if desired, to licensed officers."

It further notes that this language is explicit and that the city has not deviated since from the representation made there-under. While the panel recognizes the dangers of "me-tooism," it points out that here, with written acquiescence, the city is dealing with one craft and with one department. Once more in the interest of maintaining stability, the panel recommends continuance of the above arrangement.

GEORGE MARLIN, Chairman

MATTHEW A. KELLY

IRVINE L.H. KERRISON

Dated: July 23, 1971