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In the Matter of the Impasse between  
THE CITY OF NEW YORK

CLARIFICATION

OF

REPORT

- and -

RECOMMENDATIONS

MARINE ENGINEERS BENEFICIAL ASSOCIATION

Of

DOCKET NO. I-74-71

IMPASSE PANEL  
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On July 26, 1971, this Impasse Panel issued its Report and Recommendations ("Report").

Several days later the Office of Labor Relations ("City") informed the Office of Collective Bargaining ("OCB") that several points in the Report were unclear and that it would, therefore, request clarification from the Panel.

The Union advised the OCB on July 20, 1971 that it accepted the Report of the Impasse Panel in its entirety.

Ultimately, the OCB heard oral argument by the parties on the City's motion to remit the Report to the Panel for clarification, and ruled on December 13, 1971 in essence (Decision No. B-21-71), as follows:

"That an impasse panel having independent statutory power ('take whatever action it considers necessary to resolve an impasse, ¶1173-7.0c [3] [a]') may, on its own motion or on motion of the parties, exercise the power to clarify its recommendations. Either of the parties may, upon notice to the other, apply to the Impasse Panel for clarification and the Panel may take whatever steps it deems necessary to make such clarification it deems appropriate."

Pursuant to this OCB decision, the OLR, on January 13, 1971, requested the Panel to clarify its Report and Recommendations, as follows:

"The Office of Labor Relations, hereby moves, pursuant to Decision No. B-21-71 of the Board of Collective Bargaining, for clarification of the "Report and Recommendations of Impasse Panel" in the above matter on recommendations No. 1, Wages; No. 6. Welfare Fund; No. 9, Uniform Allowance; No. 19, 198 Day Work Year; No. 21, Hourly Rate Computation; No. 27, Duration of Agreement, so that they conform to the Panel's stated intention to make them conform to the New York inland and harbor settlement and the licensed and unlicensed sludgeboat settlement, and No. 30, Supplemental Clause so that it conforms to applicable New York Collective Bargaining Law, and for such further relief as may be just."

The City submitted its supporting brief on January 19, 1972, on which date the Panel also received the Union'-s statement in opposition,

The Panel agrees unanimously that its report of July 26, 1971 requires clarification insofar as it does not clearly reflect the intent of its members. At the beginning of its Report, several general statements were made by way of explaining the basic reasoning behind its recommendations. In this context, it would be relevant to recall, among other things, that the Panel said "that salaries and other working conditions of employment accorded to municipal ferryboat crewmen [should] conform to those negotiated under contracts applying to New York inland harbor private sector personnel." This pattern served as the basis for the settlement between the City and the Union representing the sludgeboat personnel and the unlicensed ferryboat personnel. Hence, the Panel, in the interest of maintaining stability, recommended the harbor settlement which, among other provisions, called for increases

of 20% for the first year of the agreement 10% for the second and 10% for the third. In much broader terms, the Panel, on page 2 of its report, expressed its opposition to any recommendations which would have "broken new ground" and resulted in increased costs to the City, over and above the harbor settlement.

At all times, it has been the unanimous opinion of the panel members that the employees herein, while fully entitled to the basic harbor pattern, were not entitled to more,

If the original report of, this Panel creates any other impression, then it should be clarified in order to avoid unintended results.

Although the typographical error appearing on page of the Report is not part of a recommendation, it should be corrected to show that the sludgeboat increases are actually stated in that agreement as follows: February 1, 1970 20%; April 12 1971 10%; and April 1, 1972 - 10%.

On the specific recommendations of the Panel Report dated July 26, 1971 upon which clarification was requested:

I. WAGES (No. 1)

APPLICATION OF WAGE INCREASES (No. 1)

DURATION OF AGREEMENT (No. 27)

The Panel finds that a contract of thirty-six months duration is at material variance with its stated policy

against greater benefits for licensed ferryboat crewmen than those provided for under the inland harbor settlement. Since the harbor pattern covering sludgeboat personnel, unlicensed ferryboat employees and employees who worked during the strike in the private sector which preceded the contract in that area resulted in contracts of thirty-eight months duration, and in a second increase after the first fourteen months, the Panel is compelled to recommend a similar disposition in the agreement presently under consideration, as follows:

DURATION OF AGREEMENT

July 1, 1970 to August 31, 1973

WAGE INCREASES

July 1, 1970	-	20%
September 1, 1971	-	10%
September 1, 1972	-	10%

APPLICATION OF WAGE INCREASES

With respect to the applications of the wage increases to the agreed-upon annual rate, suffice it to say, by way of clarifications that the parties are in agreement concerning the agreed-upon annual rates for the duration of the 1970-73 contract, as follows:

	<u>7/1/70</u>	<u>9/1/71</u>	<u>9/1/72 to</u> <u>8/31/73</u>
Captain	\$14365.08	\$15808.38	\$17387.52
Ch. Mar. Engr.	13906.62	15298.98	16827.18
Mar. Engr.	12955.74	14246.22	15672.54
Asst. Capt.	12684.06	13957.56	15349.92
Mate	11597.34	12751.98	14025.48

II. COMPUTATION OF HOURLY RATES (No. 21)

In connection with the request for clarification of computation of hourly rates, the parties are in agreement upon the following schedules as the appropriate straight-time and overtime hourly rates for the duration of the 1970-1973 contract:

1. STRAIGHT-TIME HOURLY RATES

	<u>7/1/70</u> <u>20% Increase</u>	<u>9/1/71</u> <u>10% Increase</u>	<u>9/1/72</u> <u>10% Increase</u>
Captain/ Pilot	\$8.46	\$9.31	\$10.24
Chief Marine Engineer	8.19	9.01	9.91
Marine Engineer	7.63	8.39	9.23
Assistant Captain	7.47	8.22	9.04
Mate	6.83	7.51	8.26

2. OVERTIME HOURLY RATES

	<u>7/1/70</u> <u>20% Increase</u>	<u>9/1/71</u> <u>10% Increase</u>	<u>9/1/72</u> <u>10% Increase</u>
Captain	\$12.69	\$13.965	\$15.36
Ch. Mar. Engr.	12.285	13.5158	14.865
Mar. Engr.	11.445	12.585	13.845
Asst. Capt.	11.205	12.33	13.56
Mate	10.245	11.265	12.39

III. WELFARE FUND (No. 6)

With respect to the welfare fund contributions by the City, it was not the Panel's intent to recommend for licensed ferryboat crewmen greater benefits than those provided in the City's agreements with other harbor unions. The latter unions agreed to a waiver of their right to bargain collectively on such contributions in return for which the City agreed to increase its contributions in behalf of their members to \$175.00 per man per year, effective, January 1, 1971, and to \$250.00 per man per years effective January 1, 1972.

Hence, by way of clarification, the Panel recommends the following alternatives:

1. In the event the Union herein agrees to the waiver, the welfare contributions of the City in behalf of the Union's members shall be increased to \$175.00, effective January 1, 1971, and to \$250.00, effective January 1, 1972, or;

2. In the event the Union herein fails to waive, the City shall continue to pay its present annual contribution of \$170.00 per employee.

IV. UNIFORM ALLOWANCE (No. 9)

The Panel reiterates its belief that an increase in uniform allowance of \$15.00 per annum, is justified on the ground that the upkeep of uniforms in the case of licensed ferryboat personnel is greater than that required in the case

of the sludgeboat crews and unlicensed ferryboat employees, and that the failure to make such provision would, in effect, constitute a diminution of benefits for the licensed ferry boat crewmen.

V. 198 DAY WORK YEAR (No. 10)

The reference to a 198 day work year in the Panel's initial report is incomplete inasmuch as eight paid holidays are not included. Hence, by way of clarification, it was intended that the work year should be comprised of 206 days, eight of which are paid non-worked days.

VI. SUPPLEMENTAL CLAUSE (No. 30)

By way of clarifying our recommendation regarding a supplemental clause, it was not the intent of the Panel to recommend on a permissive collective bargaining subject as opposed to a mandatory one. Since it appears that the supplemental clause in question may have a direct bearing upon terms and conditions outside the bargaining unit with which we are here involved, the Panel refers the matter back to the Office of Collective Bargaining for determination.

GEORGE MARLIN, Chairman

MATTHEW A. KELLY

IRVINE L. H. KERRISON

Dated: February 15, 1972