

Office of Collective Bargaining

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In the Matter of the Impasse

between

THE CITY OF NEW YORK

REPORT and RECOMMENDATIONS

and

of

HOTEL, HOSPITAL, NURSING HOME AND ALLIED
SERVICE EMPLOYEES UNION, LOCAL 1449 SEIU,
AFL-CIO

IMPASSE PANEL

Case No. I-89-72

Re: Laboratory and Senior Laboratory
Technicians

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On June 15, 1972 the Office of Collective Bargaining determined that an impasse existed in the collective bargaining between Hotel, Hospital, Nursing Home and Allied Service Employees Union, Local 1", SEIU, AFL-CIO, hereinafter referred to as the Union, and the City of New York, hereinafter referred to as the City, and appointed the undersigned as a one-member impasse panel to hear and report and make recommendations for the resolution of the dispute.

A hearing was held on July 25, 1972, at which the parties were given full opportunity to present testimony, evidence and argument in support of their respective positions. The Union was represented by Vladeck, Elias, Vladeck & Lewis, Attorneys, Judith P. Vladeck, Vladeck, Esq., of counsel, and the City was represented by Robert Pick, Assistant Director of Labor Relations. Also present at the hearing were the following:

For the Union: Patricia Donovan, Senior
Laboratory Technician, Bellevue
Rae Gottlieb, Laboratory Technician,
Delafield
Dolores Brown, Laboratory Technician,
Addiction Services
Gerard Thorpe, Senior Laboratory
Technician, Bellevue
Alma Robinson, Assistant Director,
Civil Service Division

For the City: Michael G. Davies, Personnel Examiner OLR

The dispute is concerned with unresolved issues in the negotiation of an agreement to succeed the one which expired on December 31, 1970. The parties are agreed that the successor contract should be for a three year period ending December 31, 1973.

The Union presented fourteen issues for resolution but the City challenged the arbitrability of a number of them on the ground that they were either covered by City-wide bargaining or were not mandatorily negotiable items. By law, the mere raising of an objection to arbitrability ousts the impasse panel from jurisdiction until the issue has been decided by the Board of Collective Bargaining. In the meanwhile, the Union elected to proceed on those issues that were concededly arbitrable. Those that remained were the salary schedules for laboratory technician and senior laboratory technician, tuition reimbursement, and differentials for those working in specialized areas or institutions. In addition to the hearing, several executive sessions were held in which the Union and the City reached agreement on tuition reimbursement. That issue was therefore withdrawn from these proceedings.

The bargaining unit consists of approximately 167 laboratory technicians and 180 senior laboratory technicians, Most of whom are employed by the New York Health and Hospital Corporation. Following are summaries of the evidence and arguments of the parties and my recommendations thereon.

1. Salaries: As of December 31, 1970, the salary range for laboratory technicians was \$6,500 to \$8,000, the average being \$6,777. The range for senior laboratory technicians was \$7,350 to \$84,50 the average being \$7,759. The Union demands that the laboratory technician range be increased to the following ranges:

On January 1, 1971 - \$ 7,900 to \$ 9,000
On January 1, 1972 - \$ 8,700 to \$10,200
On January 1, 1973 - \$10,200 to \$11,700

Similarly, the Union asks that the senior laboratory technician range be increased as follows:

On January 1, 1971 - \$ 8,550 to \$ 9,650
On January 1, 1972 - \$ 9,950 to \$11,050
On January 1, 1973 - \$11,650 to \$12,750

The Union argues that these demands are realistic when compared to the rates paid their counterparts in the private, voluntary hospitals and in State institutions. It points out that the disparity between the salaries of those City employees and those of private hospitals is made sharper because of the present affiliation program under which many City employees perform identical work, and sometimes work of a superior level, alongside of their counterparts on the voluntary payrolls.

The evidence submitted by the Union is much too extensive to be detailed here, but its nature can be illustrated by some representative examples: New York State pays its laboratory technicians a salary range from \$7,166 to \$9,188 and its senior laboratory technicians \$8170 to \$10,516. In the private sector, New York University Medical Center, which is affiliated with Bellevue Hospital pays assistant clinical technicians \$7,784 per year, and clinical technicians, who are the equivalent of senior laboratory technicians, \$7,100 per year. At Coney Island Maimonides Medical Center for the period July 1, 1971, to June 30, 1972, clinical laboratory technician I received \$7,896 per year, while clinical laboratory technician II's received \$8255 per year. At Harlem Hospital, Columbia University, for the period October 1, 1971, to September 30, 1972, laboratory technicians received \$8,590 and senior laboratory technicians \$9,230 per year.

The League of Voluntary Hospitals and Local 1199, Drug and Hospital Union, recently submitted their contract dispute to an arbitration board which recommended an increase of \$12 per year or 7 1/2% for each year of a two-year contract.

Local 144's own agreement with the Association of Private Hospitals, Inc., covering five hospitals, provides that, effective September 1, 1971, the salary of laboratory technicians would be \$180 per week and technologists, \$195, or \$9,360 and \$10,140 per annum, respectively.

The City does not deny that the laboratory technicians and senior laboratory technicians are entitled to substantial increases. It concedes that under its computation, the salary of laboratory technicians in the League hospitals range upward from \$8,112, with a mean salary of \$9,000. It argues, however, that a comparison between the League hospitals and the City, if restricted to salaries, does not live a true picture. It urges that a comparison be made of the whole compensation including fringe benefits as well as salaries. If pension, health and welfare, vacation, holidays, various leaves, tuition reimbursement and uniform allowances are included in, the City salaries would compare very favorably with those in the private sector. One detail would suffice to illustrate: Local 144's pension system calls for the Employers to contribute 3% of gross salary. The City contributes over 19% to its pension system. The City urges that the difference of 16% is not only substantial but must be taken into account in any comparison between the City's salaries and that of private industry.

The City also argues that the difficult financial position of the City must be taken into account and notes that whatever agreement is ultimately reached will be subjected to the scrutiny of the Federal Pay Board which limits increases to 5.3% Unless special circumstances are shown.

I have considered the evidence and the arguments of both sides. I recognize that the basic obligation of the City is to pay its employees a fair wage, comparable with that of other governmental bodies and the private sector. I agree that the City's financial condition is a relevant factor

although it cannot be the sole criterion in this proceeding. I also recognize that if a comparison is to be made with the private sector the value of fringes must be taken into account.

In fashioning my recommendation I have taken all these factors into account and my recommendation is intended to balance the employee's right to comparable salaries, the City's need to be competitive and the restraint. Imposed by the City's financial condition and the Federal Wage Guide Lines.

RECOMMENDATION: For Laboratory Technicians, effective January 1, 1971, an across-the-board increase of \$650, making the rate range \$7150 to \$8650. Effective January 1, 1972, an across-the-board increase of \$650, making the salar range 17800 to \$9,300. Effective July 1, 1972, an increase in the minimum hiring rate of \$500, making the range \$8,300 to \$9,300. Effective January 1, 1973, an across-the-board increase of \$650, making the range \$8,950 to \$9,950.

For Senior Laboratory Technicians: Effective January 1, 1971, an across-the-board increase of \$675, making the range \$8,025 to \$9,125. Effective January 1, 1972, an across-the-board increase of \$675, making the range \$8700 to 0800. Effective July 1, 1972, an increase in the minimum hiring rate of 425, asking the range \$9,125 to \$9,800. Effective January 1, 1973, an across-the-board increase of \$675, making the range \$9,800 to 10,475.

2. Differentials for Specialized Areas: The Union demanded a 10% differential for laboratory technicians and senior laboratory technicians working in specialized areas. There Was very little negotiation between the parties on this item and very little was introduced into the record before me concerning this problem. I do not consider that sufficient evidence has been submitted so that I can make a sensible recommendation in this area although there are indications that it is a matter about which the parties should negotiate.

RECOMMENDATION: That the parties study the matter in preparation for the negotiation of the next contract.

3. Correctional Institution Differential: The Union asked a 10% differential for people working in penal or correctional institutions. The City has paid such a differential for those employees who come into direct contact with prisoners. In my opinion, a similar differential should be granted in the case of the Technicians and the Senior Technicians.

RECOMMENDATION: That a prorated annual differential of \$300 be given to Laboratory Technicians and Senior Laboratory Technicians assigned to a Department of Correction prison facility.

Dated: November 24, 1972

Respectfully submitted,

BENJAMIN H. WOLF, IMPASSE PANEL