

OFFICE OF COLLECTIVE BARGAINING
NEW YORK CITY

Case No. I-93-72

In the Matter of the Impasse Panel Proceeding

of

THE UNIFORMED COURT OFFICERS ASSOCIATION
THE SUPREME COURT UNIFORMED OFFICERS ASSOCIATION
THE ASSISTANT COURT CLERKS ASSOCIATION, and
THE NEW YORK STATE COURT CLERKS ASSOCIATION,

participating jointly as the

COURT OFFICIALS COUNCIL

(Unions)

and

THE CITY OF NEW YORK and
THE JUDICIAL CONFERENCE

(Employer)

REPORT AND RECOMMENDATIONS OF THE
IMPASSE PANEL

BEFORE: EVA ROBINS, Impasse Panel.

APPEARANCES:

For the Unions:

FRANK J. PRIAL, Esq., Counsel;
JAMES KENNY, President, N.Y. State Court Clerks Assn.;
GEORGE ROBESON, President, Supreme Court Uniformed
Officers Association;
PATRICK FIUMANO, President, Uniformed Court Officers
Association;
MANNY GOLDSTEIN, President, Assistant Court Clerks
Association.

For the City and the Judicial Conference:

ROBERT H. PICK, Esq., Ass't. City Director of
Labor Relations, New York City;
JOHN SHEEHAN, Labor Relations Officer, Adminis-
trative Board, Judicial Conference;
MICHAEL DAVIES, Personnel Examiner.

The undersigned was designated by the New York City Office of Collective Bargaining to serve as Impasse Panel, under the applicable provisions of the New York City Collective Bargaining Law, as amended, to hear and make recommendations for the settlement of the contract dispute between the City and the Unions. Hearings were held by the Panel on October 3, 10 and 27, 1972, and on November 20, 1972. The City reserved the right thereafter to furnish to the Panel its proposal for resolution of the salary dispute, and the Unions reserved the right to comment thereon. The City's proposed settlement, dated December 6, 1972, was received on December 13, 1972; the Unions' response dated December 13, 1972 was received by the Panel on December 15, 1972. On January 22, 1973, at the request of the Panel, the parties met briefly with her and the hearings thereafter were considered closed.

The parties are in dispute as to the terms of their contracts for the following titles of New York City employees within the Judicial Conference of the State of New York, for a contract term beginning July 1, 1971:

Uniformed Court Officers;
Senior Court Officers;
Supervising Court Officers;
Court Clerks I, II, III and IV;
Surrogates Court Clerks I, II, II (Accounting),
II (Probate), III (Accounting), III (Administration)
and III (Probate);
Deputy Clerk of District
Chief Court Attendant;
Assistant Court Clerk and Assistant Surrogates Court Clerk;
Confidential Attendant;
Warden (Grand Jury);
Court Assistant (TP).

The issues submitted to the Panel for recommendations
are:

1. Duration of contract;
2. Salary rates and minimums (including longevity pay);
3. Pay plan; promotional increases;
4. Annuity fund;
5. Uniform allowance increase.

The City had maintained that the proposal for an annuity fund was outside the scope of bargaining and that it was not properly before the Panel. The Union described the plan proposed by it as a contribution into a fund, unrelated to pensions and any present pension plan, and therefore within the scope of bargaining under applicable Office of Collective Bargaining decisions. At the meeting of January 22, 1973, on the basis of the Unions' statement of its proposal and the prior OCB decisions, the City withdrew its objection to having this issue placed before the Panel for recommendations.

The job titles involved in this dispute are the Court Officer and Court Clerk series, and a few additional related titles. This is the first time all such titles have bargained together, it being the Unions' views at this time that the only way to structure a rational relationship of title to title for rate purposes was to have all titles bargaining jointly. The City, too, finds this an acceptable bargaining structure.

The employees involved here are employed in New York City by the Administrative Board of the Judicial Conference of the State of New York. The Board administers the Unified Court System in New York State. The City of New York pays the New York City employees and constitutes the fiscal authority for payment. The City and the Judicial Conference bargain jointly with the Unions representing the City employees of the Judicial Conference, the New York City Office of Labor Relations having the responsibility to bargain on fiscal matters.

The Panelist will not recite here the history of rate-setting and job structure in the Court System, extensively reviewed by the Unions at the hearings, nor will she recite in this opinion all of the arguments and claims of the parties to the dispute. The contradictory claims by the Unions and the

City as to the significance of that history to this dispute, and all of the evidence offered and claims made by the parties have been considered carefully by the Panelist. In referring in this opinion to the positions of the parties, the Panelist wishes to point out that positions taken by the parties, but not here itemized and discussed, have nevertheless been fully considered and evaluated.

POSITIONS OF THE UNIONS:

The Unions seek a 2-year contract which will provide a pay structure having rates on a par with the New York State court pay plan, equated with Labor Grades in the New York State system. The Unions propose, in essence, that minimums and maximums be established for each title, each to have four levels in the first contract year, and three levels, with a new minimum, in the second contract year. The Unions propose that the difference between the minimum and maximum be divided equally in three, and that these steps constitute a 3-year pay plan; all employees would be slotted into their appropriate step in the first contract year, and move to the next step in the second contract year. Thus, the Union seeks to incorporate into a pay plan the New York State rates, and a plan for movement from the minimum to the maximum by -grouping of rates

in the first contract year, and by grouping of the highest rate levels in the second contract year.

Tables I and II, attached, illustrate, respectively, the present structure and the proposed structure of paying rates, with State comparisons as proposed by the Unions. In addition to the proposed pay scale, the Unions ask for an annuity fund for Uniformed Court Officers of \$1.00 per day (\$261.00 per year), with proportionately higher amounts for the higher titles. They also ask for longevity steps above the maximums of the proposed ranges, of \$100.00 per year for the UCO's and proportionately higher amounts for titles above the UCO, payable after 5, 10, 15 and 20 years. In its pay proposal, the Union also asks that employees promoted to a higher title receive the next higher rate in the promoted scale.

It is the basis of the Unions' claim that there must be comparability with the State paid court employees. The employees in the City work in identical titles, with identical duties and responsibilities and come from the same promotional lists, according to the Unions. Since there has been some interest expressed in putting the City's court employees into the State operation, the Unions assert that the City's employees must be comparable so that if the movement occurs, the transferring employees will be equal to their

TABLE I

<u>Title</u>	<u>Number of Positions*</u>	<u>Range of Rates as of 6/30/71</u>	<u>Average as of 3/19/71</u>	<u>Range between Min. & Max.</u>
		\$	\$	\$
Uniformed C.O.	531	9,100 to 11,700	10,238	2,600
Sr. Ct. Officer	399	10,350 to 13,800	12,700	3,450
Asst. Ct. Clk.	286	10,350 to 13,700	12,402	3,350
Sup. Ct. Officer	10	13,150 to 17,800	16,316	4,650
Ct. Clerk I**	361	12,750 to 16,800	15,112	4,050
Ct. Clerk II**	306	14,150 to 18,300	16,924	4,150
Ct. Clerk III**	47	16,850 to 21,100	19,609	4,250
Ct. Clk. IV	21	17,850 to 23,000	21,600	5,150

*The Union derives these figures from the City's figures for March 19, 1971, the closest date to the expiration date of the previous contract. The City's figures offered to the Panel vary from the enclosed, presumably because of different dates.

**Includes Surrogates Court Clerks I, II and III.

(Source: From Transcript, pages 5 and 6.)

TABLE II

<u>Title</u>	<u>Present as of 6/30/71</u>	<u>** Proposed</u>		<u>Equated with State Labor Grade</u>	<u>** State Range*</u>
		<u>\$</u>	<u>%</u>		<u>Excluding Longevity Steps</u>
Uniformed CO	9,100-11,700	11,700-13,500	16.84	18	no job counterpart
		12,100-14,100	10.19		
Sr. CO	10,350-13,800	13,600-15,700	12.67	21	13,622-15,738 14,159-16,359
		14,200-16,400	8.75		
Superv. CO	13,150-17,800	16,900-19,300	14.43	25	none furnished
		17,500-20,100	9.50		
Ct. Clk. I	12,750-16,800	15,900-18,300	14.10	24	15,919-18,311 16,548-19,036
		16,500-19,000	8.06		
Ct. Clk. II	14,150-18,300	17,700-20,300	13.60	26	17,683-20,279 18,382-21,082
		18,400-21,100	7.81		
Ct. Clk. III	16,850-21,100	19,800-22,400	9.53	28	19,620-22,408 20,397-23,297
		20,400-23,300	7.21		
Ct. Clk. IV	17,850-23,000	21,700-24,700	11.48	none furnished	no job counterpart
		22,600-25,700	6.55		

*Includes \$200.00 New York City differential provided in State Pay Plan.

**Top figure is 1971-72 year.
Bottom figure is 1972-73 year.

State counterparts.

The Unions make a second comparison, with the New York City uniformed forces, and offer extensive data on what it calls the "Administration of Justice Family." It points out that court employees are included in that large group in the Mayor's Budget Message for 1972-73; that all aspects of the administration of justice play an equally important role; and asks that the salary structure recommended here recognize not only the State comparisons, but also the Administration of Justice Family comparisons.

The Unions' claim is that while the duties and job responsibilities of all jobs within the administration of justice are not identical, the services rendered are of equal value. The Unions see no justification for excluding court officers from the comparisons of patrolmen with correction officers, deputy sheriffs, housing patrolmen and others. It considers that the differences in conditions such as round-the-clock duties, rotational scheduling and weekend work are more than compensated by the far more beneficial pension benefits which patrolmen receive.

Thus, the Unions seek to match the State level of pay grades, and ask, in addition, for an annuity plan based on comparability with the patrolmen in New York City, a longevity pay plan which is more extensive than the State's plan and an increase in uniform allowance from \$175.00 to

\$200.00 per year, based on the uniformed forces uniform allowances.

The Unions also offered a report made by William Hamovich, Professor and Chairman of the Department of Economics of Queens College, relative to the productivity study he made on behalf of the Unions. His testimony is that, based on the case load disposal during a stated period, there has been large increase in the productivity of all of the titles represented here, as the back-up people whose work contributes to the disposition of the case load. (Un. Ex. 8.) Professor Hamovich testified that there was no doubt but that productivity had increased here, well above the federal government's annual productivity estimates and above Pay Board productivity calculations.

POSITION OF THE CITY AND THE JUDICIAL CONFERENCE

The City position is that comparability with the State and the Administration of Justice Family, while possibly appropriate, does not provide for parity. In the direct negotiations the parties attempted to begin at the top levels and negotiate a workable and rational structure down from those levels. When insurmountable problems were met, an effort was made then to negotiate from the lowest title upward. After a few days of intensive negotiations, agreement was

reached for the Uniformed Court Officers, but was rejected by the trustees of that organization. The parties did not again attempt to engage in direct negotiations, but requested that the Board of Collective Bargaining authorize invoking the impasse procedures and that was done. The City appears to be claiming that there has been inadequate direct negotiations and that an impasse did not exist except perhaps on the UCO title.

Two fundamental questions are raised by the City: First, the appropriate comparabilities, and Second, what should be done as to pay increases for employees at or near maximum rates. The City claims that in some categories those rates are now overpriced, because of the long-term history of rate setting even preceding the court reorganization in 1965 and 1966. The City suggests that where maximum rates are "beyond where they should be," another method must be found for structuring appropriate increases for individuals to avoid excessive maximums. The City also argues against so increasing maximums as to cause imbalance with the-managerial pay levels.

The City disputes that there is or should be comparability with the uniformed forces, and cites the impasse panel reports in Cases 1-14-68 (Un. Ex. 6) and 1-71-71 (Un. Ex. 7). I-14-68 dealt with UCO's. The Panel in that case found that comparability with the police titles was not appropriate. In

that case, it was the City which had maintained that the UCO's had a pay relationship (but not parity) with patrolmen; it was the UCO's who maintained that they should be on the same level with the Senior Court Officer title and not compared externally. The City points out that the Impasse Panel's report in that situation recommended to the parties that they "recognize the relationship between the two titles as the relevant criterion for these positions in promotional tandem in the same series in the Judicial Conference structure and bargain within that context, eliminating the increment structure that had been retained from the Special Salary Plan." (Underscoring supplied.) That Panel, after the parties had bargained further, found incompatibility in retaining the automatic increment pattern for the UCO and established wage rates which it considered to be in tandem with the next higher title in the promotion series. The City argues that the Panel in that case, and in I-71-71, clearly have rejected the concept that the Court employees are equated or comparable with police titles. It further argues that the Panel herein should not make that equation; that Court Officers and other titles function in a protected environment, that while their jobs today might be more demanding now than they were several years ago, they are not on a 40-hour week, are not required to work nights and weekends as regular requirements of their jobs and do not

have to contend constantly with the conditions of danger to which the patrolman is subject.

The City's case, fundamentally, appears to be that rates should be so structured as to provide a relationship of job to job within the Judicial Conference. It considers the present structure, in which the rates of Court Clerks have a derivative relationship to Court Officers, to have resulted from lines of promotion, rather than from examination of job content. The City contends that the entire court clerk group has had its level of pay and the size of its increases predicated on "security," that is, on the court officer base, rather than on job content and responsibility. The City thus proposes, in the determination of the wage structure, that there be a 3-year contract, that for the UCO's and the Sr. CO's the rate structure be compressed from the wide number of individual rates in effect as of June 30, 1971 to a reduced number of rates, this to be achieved by grouping rates. The City also proposes improvement in minimum and maximum paying rates, but that maximums be established at what it considers appropriate levels, and not on the basis of the addition of the full general increase to the rate paid the highest paid employee.

The City argues against the annuity payment provision proposed by the Unions, as a parity provision with the uniformed

forces which the City claims is not appropriate. It also considers not warranted the demand for a longevity pay plan, and for an increase in uniform allowance, and it proposes that present promotional increases be retained.

DISCUSSION AND FINDINGS

The Unions' last proposal for settlement of the dispute was offered at the first hearing before the Panel. It had not previously been presented, in precisely that form, to the City, although the principles on which the Unions based their arguments were known. A prior considerably lower structure developed by the Unions is described by them as an "illustrative" pay plan, developed in response to a request of the City for a plan illustrating how a 9% increase could be formulated on the basis of the Unions' plan. The Unions' position is that the illustrative plan was in no sense an offer, nor does it represent an acceptable level.

The City's first comprehensive proposal for settlement of the dispute came after the last hearing before the Panel. It had not previously been presented in that form to the Unions, although the Unions knew the theory upon which the City had formulated its UCO agreement which ultimately was rejected, and the Unions were aware of the City's proposed method of handling increases in excess of applicable maximums.

It seems to the Panel that there may have been insufficient direct negotiation here and that the parties perhaps have not, through exhaustive analysis and discussion, reduced their differences to the barest minimums. The issues of "pay plan" and "maximums" became the boulders in the road, preventing movement by the parties to a full analysis of relationships of job to job and to other City, Judicial Conference and State rates, and pay systems. And while the Panel was and is impressed with the quality of the evidence offered by the parties, it is apparent upon painstaking examination, that a thorough evaluation of job relationships, responsibilities and values has not been made in such a way as might put the jobs in appropriate salary juxtaposition. For example, even if comparisons of patrolman and UCO were appropriate (and the Panel finds it is not), the Panel does not accept as either logical or real the extension of that comparison to Clerk titles.

The "pay plan" which the Unions seek is described by Counsel as a plan for the establishment of minimums and maximums for each title, with present incumbents slotted into the plan and moving to the next higher step in the next contract year. It derives its minimums and maximums from the State pay rates, equating the City jobs with State pay levels in the Court System, where such levels apply and estimating them where they do not. In testimony in explanation of the

Unions' proposal, it was described as an interim method, to move in the right direction by reducing the number of rates through grouping, and by placing such groups into vastly reduced number of rates within a scale. Thus, for the interim period, the Unions' plan is not based on the individual's length of service so much as it is based on the effort to reduce the number of rates paid to employees in a single title. It does not contemplate taking an employee with certain service credits and slotting him into a pay scale; instead, it contemplates, for all titles, the establishment in 1971 of 4 rates, derived from grouping salaries paid on 6/30/71, and fitting them into a new salary range of State rates. In 1972 it would establish three rates and a new minimum starting salary, providing increases to each of the 1971 steps and again grouping the 1971-1972 salaries at the top level to compress the number of rates. The Unions' plan would add a new minimum hiring rate in July, 1972. The estimated costs of the Unions' proposals for these changes are listed in Table II above.

The City's proposal for UCO's is based on the one agreed upon during negotiations, which was rejected by the trustees of the Unions. It contemplates the same concept of grouping, but does not incorporate State rates or compress rates to the same extent as in the Unions' proposal. Nor

does it move employees upward. The system of compression of rates by grouping slowly moves employees up the scale, but through reducing the number of rates rather than by any kind of automatic or service movement. That method is proposed by the City for UCO's and Sr. CO's. For all other titles, the City proposes across-the-board increases in each year of a 3-year contract. It also proposes increases in the minimum and maximum rates of each title, with the lump sum payment concept for any situation in which the general increase would bring an employee's rate beyond the applicable maximum of the title.

The Panel does not consider that parity or a parity relationship with the Patrolman rate and other Police Department rates is appropriate here. While she understands the Union's argument that in the prior impasse cases referred to above, the panels found themselves faced with a very limited situation in which surrounding rates had already been agreed upon, it does seem to her that the panels also looked to the internal relationships within the Judicial Conference and declined comparisons with the police operations. This Panelist, while not bound by it, concurs in that judgment; it appears to her that such comparisons, where they seek parity or near parity with the police operations, are not appropriate.

The State rates offered for comparative purposes

and as the aim of the Unions within two years are higher than City rates. State comparisons between Senior Court Officers, Court Clerks I, II and III (the titles common to both fiscal jurisdictions) show substantially higher rates in the State, and an incremental and longevity pay structure. State employees are hired at a starting rate and move up through a series of automatic steps to reach maximum rate in the grade after 5 years of service. The State plan provides for 2 longevity increases, one after 10 years and the other after 15. The incremental system in the State has survived the introduction of collective negotiations. General increases negotiated between the State and the Unions representing its employees have generally been much less than City increases, but when combined with increments are comparable, depending obviously on the number of State employees at maximum rates.

In the State's system, while employees at the maximum of a grade receive the general increases, which also appear to apply to the maximums, they do not receive any further increment, except longevity when applicable. Thus, an employee at the top of grade, under the State's plan, receives less than other employees who have not yet reached the maximum. The Unions' proposal, in grouping the rates at the top levels in the second year of the contract, also would provide for less pay for some employees who are at or near the maximums. The

City proposes no automatic increases, and no grouping for titles other than UCO and Sr. CO.

The City pay structure for employees under collective bargaining (except the uniformed forces) provide for minimum and maximum rates, but no automatic movement from minimum to maximum. The maximum rates appear to represent the highest paid employee(s) in the title. They appear to serve as ceilings, rather than as attainable levels through automatic or other increase provisions surviving the contract. General increases are negotiated with the bargaining agent, sometimes across-the-board, sometimes less at the top than at the bottom, sometimes with additions to the minimums and maximums in a title, but not necessarily with the addition of the full general increase to the maximum rate. In addition, to correct the multiplicity of rates within a job title's pay range, rates have been grouped, so that the number of rates within a title gradually may be reduced and wide differences between minimum and maximum rates may also be reduced. In some instances, the existence of a maximum precludes the implementation of the full amount of a general increase, but in other instances provision is made that the maximum does not constitute a bar to implementation of a general increase.

In addition to the comparability of State and Administration of Justice titles, the Unions also refer to other

intra-City contracts negotiated in which larger increases than those proposed here by the City have been given, and particularly to the Administrator I, II and III titles in the Judicial Conference in which the amount of the general increases were \$1,050, \$1,225, and \$1,425, respectively, per annum, with adjustments to the salary ranges, though not nearly in concert with the amounts of the general increases.

FINDINGS

The Panel does not find that the implementation of State levels for the employees here is warranted. Certainly, movement toward those levels is justified provided that such movement is within the general area of comparability with the City's structure of pay increases and pay levels. It does not seem to the Panelist to be proper to attempt to compare with the best of each system, without recognizing that comparability of total compensation must be considered. The Panel has considered, in arriving at her conclusions, comparability with State, with the "Administration of Justice Family" in New York City, to the extent applicable, with adjoining jurisdictions, and with the New York City pay structure generally. She has also given much consideration to the relationship of job to job within the titles before her.

It appears to the Panel that it is desirable to

reduce the number of paying rates within each title, and where possible to reduce the difference between the minimum and maximum paying rates. While she does not consider it possible to recommend the size and speed of movement in these areas as proposed by the Unions, she does consider that some measurable steps must be taken ultimately to achieve this goal, especially as to titles in which there is no rational basis, in job content or other criterion, for wide variations between the lowest and the highest paying rates. The basis for her recommendations will be reviewed in separate groupings:

UNIFORMED COURT OFFICERS AND SR. COURT OFFICERS

The present range of salaries for UCO's is \$9,100 to \$11,700, a difference of \$2,600 between the lowest and the highest salaries, with 7 different rates. The present range of salaries for Sr. CO is \$10,350 to \$13,800, a difference of \$3,450, with 27 different rates. The Panel will recommend that the number of rates be reduced by grouping, and that the difference between the lowest and highest rate be reduced. The Panel considers that this represents a very meaningful start toward narrowing the gap between minimum and maximum paying rates and thus moving incumbents into higher rate slots. Increases of the level proposed by the Unions cannot be justified on the ground of State/City comparisons. First,

as stated above, full City/State comparison of all measurable items of compensation is not available to the Panel. Second, the Panel must also consider the relationship of job to job within the Court System, and the internal City structure. She has considered all other rate data furnished by the parties in reaching the conclusions on which her recommendations will be based. Her recommendations are built to some extent on the structure proposed by both parties, without accepting the total proposal of either.

SUPERVISING COURT OFFICER
COURT CLERK I (Incl. Surrogates Court Clerk I)
COURT CLERK II (Incl. Surrogates Court Clerk II)
COURT CLERK III (Incl. Surrogates Court Clerk III)
COURT CLERK IV
COURT ASSISTANT (T.P.)
WARDEN (Grand Jury)
CONFIDENTIAL ATTENDANT
ASSISTANT COURT CLERK
ASSISTANT SURROGATES COURT CLERK
CHIEF COURT ATTENDANT
DEPUTY CLERK OF DISTRICT

The structure of Judicial Conference jobs also relates to lines of promotion. While the Panel does not presume to examine the logic of such lines, they have practical value in that promotional opportunity is provided for many levels of employee. But in formulating recommendations, the job-to-job structure becomes increasingly important because of the promotional lines.

The City does not propose the same structure for the above titles as it did for UCO's and Sr. CO's. When the UCO agreement was rejected and the parties moved into the impasse process, there may have been no time for the development of such a structure for the other titles, or there may have been real problems in its development which the parties could not overcome. Whatever the reason, none was developed and the City's proposal does not contemplate grouping and reduction of rates and compression of the distance between minimum and maximum paying rates. The Unions contend that there was great delay by the City in coming to grips with the negotiations and that, when it was not possible to reach agreement, no further discussions appeared to have any possibility of success.

The Panel would like to provide for these titles a reduction in the number of rates by grouping and compression of the range of paying rates, such as is proposed for UCO's and Sr. CO's. She considers, however, that the Unions' proposals in this area are so prohibitive as to make it impossible to structure a plan based on the Unions' proposals for the above-listed titles. Nor can she structure such a plan on the City's proposal, which provides only for across-the-board increases for these titles. Regretfully, the Panel finds that this structuring cannot be done by her. This is the

kind of computation which should be made by the parties, if they are in agreement that it *should be done. Certainly, when 36 paying rates exist in the Court Clerk I title, with a total of 361 positions, and a range of paying rates from \$12,750 to \$16,800, with large blocks of incumbents at \$13,600, \$14,700, \$15,300, \$15,900 and \$16,800, some grouping would appear to have been reasonably attainable, unless inequities would have been created in the process. Employees at top of the scale would receive less, and at bottom more. The Panel does not consider that she has sufficient data as to the relationships of job to job to do this, though she has masses of data before her. The kind of information which is peculiarly within the knowledge of the parties would be required if inequities and other mischief are not to result from such an analysis and structuring. Thus, for the purpose of formulating recommendations, the Panel will recommend new minimums and maximums, and general increases, in each year of a three-year contract, for all of the above-listed titles.

As to the maximum paying rates, the Panel has reviewed with care the arguments of the parties. The City's lump-sum proposal is predicated on the assumption that the maximums it proposed are sufficient and should not be exceeded in pay rate. It would give the employee the amount of general increase, but not all in pay rate. The Unions argue

vehemently that this is a new theory in wage determination not warranted by the situation here; that the lump sum payment is a "one-shot" payment which does not enter the salary rate for pension purposes. Further, the Unions argue that even if the principle had merit, it was not a practice at the time this contract should have been negotiated. The City points to some few contracts recently negotiated which contain this concept.

As to the City's argument that one of the purposes of the lump sum payment is to prevent the invasion of managerial minimum pay rates by excessive maximums of the non-managerial jobs, the Unions argue that the City, by keeping minimum rates for managerial titles at a low level, can frustrate otherwise appropriate increases for the non-managerial levels. The Panel thinks this a legitimate concern.

The Panel has given much thought to this issue. She recognizes that it is a source of concern to the Unions. She also believes, however, that the basic problem here really is whether the City's proposed maximums are appropriate. If they are, then it is important to examine the available methods of granting increases to individuals, while at the same time maintaining the level of maximum rates. The Unions, by their proposal, would give increases of varying amounts, with those at the top receiving less than those below, in its groupings

of rates, but in each case all of the increase would be within the salary rate. As stated above, the State plan, by reason of the method of incremental and general increases, gives only the general increase part of the total increase to the employees at or near the maximum.

The question of appropriate minimum and maximum rates is before the Panel. If steps are to be taken in the direction of establishing an internally related wage structure, the minimums and maximums must begin to have some rational relationship. The Panel has considered alternative methods: (1) the method proposed by the City; (2) a possible provision that maximums may not be a bar to the implementation of the general increases, thus red-circling the incumbents; (3) limitation of the increase to be given, to only as much as will bring employees to the recommended maximums; and (4) variable increases with substantially higher increases to the lower pay levels and considerably lower increases to the higher pay levels, in order to narrow the gap between paying rates.

The Panel does not find that, if appropriate maximums are established, there is anything fundamentally inequitable with the lump sum payment method. The Panel considers that the maximums proposed by the City are not adequate and do not establish proper job-to-job relationships, nor does she consider that in most instances the across-the-board in-

creases are adequate. Her recommendations will improve those levels. But wherever she considers that an appropriate level of maximum has been established, she will apply the lump sum payment method, on the basis that it is most equitable to the employees involved.

OTHER ISSUES

The Panel is persuaded that a 3-year contract, from July 1, 1971 through June 30, 1974, is the proper duration. Since she has not found that parity with police is appropriate, she does not see merit to the Unions' request for a 2-year contract devised to bring this contract to an expiration date in concert with the police contract.

For the same reasons, the Panel does not recommend the establishment of an annuity fund, or of the longevity plan proposed. As to the uniform allowance demand, no evidence is offered in support of it except the police comparison which the Panel finds unacceptable.

CONFIDENTIAL ASSISTANT

The Unions claim that this title should not be before the Panel, since it was only recently certified to the existing unit in which the Sr. CO's are found. The Unions state that neither the Confidential Assistants nor the Sr. CO's

are satisfied with the certification and that the Confidential Assistants may seek a separate certification. The City and the Judicial Conference ask that the Panel make recommendations on this title. The Panel does not see it as her function or authority to separate titles from units to which they have been certified. She must consider it before her and will make recommendations for the title.

COURT ASSISTANT (T.P.)

This title, according to the Unions, was abolished in August, 1972. Since the effective date of these recommendations antedate the date the title was abolished, the Panel will make recommendation applicable to that period of the contract during which the title was in existence.

WARDEN (Grand Jury)

No clear evidence was submitted as to this title except that the City shows an average rate of \$11,595 as of June 30, 1971, and equates the job with the UCO title. The Unions equate the job with the Sr. CO title., in their post-hearing memorandum, and claim that employees in this title customarily received equal treatment with the Sr. CO's. The average salary for this title is very close to the average salary for Sr. CO's, and removed from the UCO average. It

appears to the Panel, and she will so recommend, that this title should be equated with Sr. CO for purpose of across-the-board increases made applicable to Sr. CO's at that pay level.

RECOMMENDATIONS

The Panel, having considered all of the proofs and arguments of the parties, and having in mind the applicable standards, makes the following recommendations for the resolution of the contract dispute between the parties:

1. Contract duration: 3 years, from 7/1/71 to 6/30/74.
2. The following salary rates and increases, for the contract term:

A. UNIFORMED COURT OFFICERS

Old Rates	New Rates		
	<u>7/1/71</u>	<u>7/1/72</u>	<u>7/1/73</u>
\$	\$	\$	\$
9,100	9,900	10,700	11,650
9,101 - 9,900	10,750	11,700	12,800
9,901- 10,350	11,400	12,400)	
10,351- 11,700	12,450	13,050)	13,800
Minimums and	9,900	10,000	10,500
Maximums:	to 12,450	to 13,050	to 13,800

Thus, the 7 paying rates in effect on 6/30/71 would be reduced to 4 for the 1971 and 1972 contract years, and to 3 for the 1973-74 contract year. New minimum rates would be established outside that grouping of paying rates, \$10,000 as of 7/1/72, with anyone I hired at that rate going to \$10,900 on 7/1/73; and \$10,500 as of 7/1/73.

B. SENIOR COURT OFFICERS

<u>Old Rates</u>	<u>New Rates</u>		
	<u>7/1/71</u>	<u>7/1/72</u>	<u>7/1/73</u>
\$	\$	\$	\$
10,350	11,400	12,400)	
10,500	11,500	12,500)	13,450
10,800 - 10,950	11,900	12,850	13,800
10,951 - 11,450	12,250	13,200	14,150
11,451 - 11,755	12,600	13,550	14,500
11,756 - 12,050	12,950	13,900)	
12,051 - 12,500	13,300	14,250)	15,200
12,501 - 12,850	13,650	14,600	15,550
12,851 - 13,200	14,000	14,950)	
13,201 - 13,800	14,700	15,300)	16,500
13,801 - 14,674	15,400	15,700)	

Thus, the 27 paying rates would be reduced to 11 in the 1971 and 1972 contract years, and to 7 in the 1973-74 contract year.

Minimums and	11,400	11,500	12,000
Maximums:	15,400	15,700	16,500

C. SUPERVISING COURT OFFICER

	<u>New Rates</u>		
	<u>7/1/71</u>	<u>7/1/72</u>	<u>7/1/73</u>
Increase:	1,150	1,150	1,150
Minimum:	14,150	14,850	15,550
*Maximum:	18,700	19,800	20,750

*The maximum salaries provided herein shall not be a bar to the full implementation of the adjustments provided herein.

D. COURT CLERK I
 SURROGATES COURT CLERK I
CHIEF COURT ATTENDANT

	<u>New Rates</u>		
	<u>7/1/71</u>	<u>7/1/72</u>	<u>7/1/73</u>
	\$	\$	\$
Increase:	1,150	1,150	1,150
Minimum:	13,450	14,150	14,850
*Maximum:	17,950	19,100	20,000

*Where the general increase brings an employee's rate above the applicable maximum, he shall receive a lump sum payment not reflected in pay rate for the excess over the maximum.

E. COURT CLERK II
 SURROGATES COURT CLERK II
 SURROGATES COURT CLERK II (ACCOUNTING)
SURROGATES COURT CLERK II (PROBATE)

	<u>New Rates</u>		
	<u>7/1/71</u>	<u>7/1/72</u>	<u>7/1/73</u>
	\$	\$	\$
Increase:	1,250	1,250	1,250
Minimum:	14,850	15,550	16,250
*Maximum:	19,550	20,500	21,500

Where the general increase brings an employee's rate above the applicable maximum, he shall receive a lump sum payment not reflected in pay rate for the excess over the maximum.

F. COURT CLERK III
 SURROGATES COURT CLERK III (ACCOUNTING)
 SURROGATES COURT CLERK III (ADMINISTRATION)
SURROGATES COURT CLERK III (PROBATE)

	<u>New Rates</u>		
	<u>7/1/71</u>	<u>7/1/72</u>	<u>7/1/73</u>
	\$	\$	\$
Increase:	1,350	1,350	1,350
Minimum:	17,550	18,250	18,950
*Maximum:	22,500	23,000	23,500

*Where the general increase brings an employee's rate above the applicable maximum, he shall receive a lump sum payment not reflected in pay rate for the excess over the maximum.

G. COURT CLERK IV

	<u>New Rates</u>		
	<u>7/1/71</u>	<u>7/1/72</u>	<u>7/1/73</u>
	\$	\$	\$
Increase:	1,500	1,500	1,500
Minimum:	18,650	19,450	20,250
*Maximum:	24,500	25,000	25,500

*Where the general increase brings an employee's rate above the applicable maximum, he shall receive a lump sum payment not reflected in pay rate for the excess over the maximum.

H. COURT ASSISTANT, T.P.

	<u>New Rates</u>		
	<u>7/1/71</u>	<u>7/1/72</u>	<u>7/1/73</u>
	\$	\$	\$
Increase:	750	750	750
Minimum:	7,950	8,300	8,650
Maximum:	8,050	8,800	9,550

I. WARDEN (GRAND JURY)

Increase:	950	950	950
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J. ASSISTANT COURT CLERK
ASSISTANT SURROGATES COURT CLERK

	<u>7/1/71</u>	<u>7/1/72</u>	<u>7/1/73</u>
	\$	\$	\$
Increase:	975	975	1,000

K. DEPUTY CLERK OF DISTRICT

	<u>7/1/71</u>	<u>7/1/72</u>	<u>7/1/73</u>
	\$	\$	\$
Increase:	1,000	1,000	1,075

L. CONFIDENTIAL ATTENDANT

	<u>7/1/71</u>	<u>7/1/72</u>	<u>7/1/73</u>
	\$	\$	\$
Increase:	900	900	900

3. The Panel recommends no change in the uniform allowance or in the promotional increase provisions. Nor does the Panel recommend the annuity plan or the longevity pay plan proposed by the Unions.

Respectfully submitted,

EVA ROBINS, IMPASSE PANEL.

NEW YORK, NEW YORK
FEBRUARY 21, 1973