
In the Matter of the Impasse between

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 237,
 the Union

and

THE CITY OF NEW YORK OFFICE OF LABOR RELATIONS, the City
'Detectives and Investigators,
District Attorneys Offices

On February 6, 1973 the undersigned was informed by the Office of Collective Bargaining that he had been, designated by agreement of the parties to be a one-man impasse panel in a dispute between them as to a new contract for detectives and investigators in the City's District Attorney offices. On March 23, May 1 and 2, 1973 the panel conducted hearings in the matter. Both parties were given an opportunity to file briefs after the conclusion Of the hearings.

There appeared for the Union:

Bert Rose, Director of Organization.

There appeared for the City:

Vincent Mase Esq., Attorney.

Before an impasse was declared the parties had met to negotiate eight times between March 15 and December 13, 1972. The impasse involved the inability of the parties to agree on the terms of a contract to succeed the agreement to expire December 31, 1971 which had been recommended by a

prior impasse panel, chaired by John Malkin, Esq., and accepted by both parties (Case 1-76-71). The Union had proposed a contract for two years, starting January 1, 1972, with wage and fringe benefit parity for the involved titles with certain Police Department titles, and the Union proposed the submission by the City to the legislature of a Home-Rule Bill classifying the involved titles as physically taxing to conform with such other titles as New York City policemen, deputy sheriffs and sanitationmen.

After the first hearing the Union, by letter to the panel with a copy to Mr. Mace, withdrew the demand for submission by the City to the State legislature of a Home-Rule Bill because the State had already passed legislation which, according to the Union, "has made the demand an illegality." In the same letter the Union, having decided that the fact finding procedure was not the appropriate forum, withdrew the demand for fringe benefit parity with the Police Department titles. Thus neither of these items need be considered by the panel.

I find that, rather than the three titles named by the Union in their proposal, there are six occupied titles and one unoccupied title involved in this case, which, for pay rate purposes, fall into four groups:

Title	Number of Occupants <u>as of 7/1/72*</u>	Average Annual Wage <u>as of 7/1/72*</u>
County Detectives	2	\$9,575.
Detective Investigators	52	
Rackets Investigators	24	\$10,321.
Chief County Detectives	0	
Senior Detective Investigators	8	\$12,518.
Senior Rackets Investigators	3	
Supervising Rackets Investigators	2	\$13,612.

*This date is used to reflect the January 1972 rates which were adjusted retroactively by the recommendations of the Malkin award issued in July 1972.

Most of the testimony and evidence during the hearing before me ,was about the question whether the hereininvolved titles should be placed on a par with the City Police Department titles as proposed by the Union. The entire record of the hearing before the Malkin panel (wherein extensive evidence on this same question was presented) as well as its report and recommendations were placed in the record in this case. In the hearings before me no additional weighty evidence nor argument on this question was produced. My conclusion on the question of parity is no different from that of the Malkin panel, which said:

"The effect of the Union's request for parity of each title in the unit with positions. in the New York City Police Department represents a proposal for such staggering increases as to just about constitute a request for an all-inclusive job reclassification. It is the conclusion of the panel that certain aspects of the work of the men (and women) in the unit overlap with work performed by the Police Department Detectives, especially those assigned to the District Attorneys' offices, and are, in fact, similar and, in some cases, even much the same as some aspects of the work of Police Department Detectives and Detective Investigators employed by Suffolk and Nassau Counties. However, the dissimilarities of the job qualifications, duties, responsibilities and exposures are likewise apparent to the panel and it is the opinion of the panel that virtual reclassification, by way of granting the requested increases, would be unreasonable and unwarranted."

The City offered a three-year contract with the following wage schedule:

<u>Title</u>	<u>1/1/72</u>	<u>1/1/73</u>	<u>1/1/74</u>
County Detectives			
Increase	\$500.	\$500.	\$500.
Minimum	\$7,400.	\$7,700.	\$8,000.
Detective Investigator			
Rackets Investigator			
Chief County Detectives			
Increase	\$650.	\$650.	\$650.
Minimum	\$9,500.	\$10,000.	\$10,500.
Sr. Detective Investigator			
Sr. Rackets Investigator			
Increase	\$750.	\$750.	\$750.
Minimum	\$10,900.	\$11,500.	\$12,100.
Super. Rackets Investigator			
Increase	\$800.	\$800.	\$800.
Minimum	\$11,450.	\$12,150.	\$12,850.

The Malkin panel not only, rejected the parity demand of the Union, but also recommended that these employees be covered by the fringe benefits, including pensions, provided in the City-Wide Agreement (which, since I understand the Malkin recommendation was accepted by both parties, may dispose of the question of negotiability of the fringe demands); thus it is apparent that the wage rates and contract settlements for employees covered by the City-Wide Agreement are criteria to be seriously considered in deciding this case. No specific titles from such positions covered by the City-Wide Agreement were presented as directly comparable, nor were specific settlements. However, I take notice that the pattern for contracts between the City and organizations representing such employees include three-year contracts with annual increases in excess by 1 to 3% of the increases here proposed by the City.

The group including detective investigators, rackets investigators and chief county detectives is by far the dominant group in terms of number of occupants, and I have centered my salary recommendation on that group. I find no reason substantially to alter the existing differentials between the titles. Thus by applying the approximate average annual increase for contracts covering employees covered for fringes by the City-Wide Agreement to the dominant group and maintaining the differentials already established between the titles herein involved; and considering the economic uncertainty now existing which militates against fixing the amount of an increase for the third year of a three-year contract (which I find appropriate), I find the following wage schedule to be appropriate and hereby recommend it for inclusion in a three-year contract starting January 1, 1972:

<u>Title</u>	<u>1/1/72</u>	<u>1/1/73</u>
County Detectives		
Increase	\$750.	\$750.
Minimum		
Detective Investigator		
Rackets Investigator		
Chief County Detectives		
Increase	\$900,	\$900.
Minimum	\$9,500.	\$10,000.
Sr. Detective -Investigator		
Sr. Rackets Investigator		
Increase	\$1,000.	\$1,000.
Minimum	\$10,900.	\$11,500,
Super. Rackets Investigator		
Increase	\$1,050.	\$1,050.
Minimum	\$11,450.	\$12,150.

with a wage reopener to establish the amount of the increase and rates to be effective 1/1/74 through 12/31/74.

Dated: September 5, 1973

DANIEL HOUSE
FACT Finding Panel

STATE OF NEW YORK

SS

COUNTY OF NEW YORK

On this 5th day of September, 1973 before me personally came and appeared Daniel House to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

LOUIS M. VOLAN