

OFFICE OF COLLECTIVE BARGAINING

In the Matter of
THE CITY OF NEW YORK

REPORT AND RECOMMENDATION
OF IMPASSE PANEL

-and-

DISTRICT COUNCIL 37
AFSCME, AFL-CIO

I-102-73

Urban Center Employees
Board of Higher Education

A hearing was held on June 24, 1974 at 250 Broadway in New York City at which time both sides were represented by counsel and were afforded full opportunity to present arguments and testimony and other evidence. Witnesses testified under oath and were subject to cross-examination.

APPEARANCES

For the City:

Marc Grossman, Esq., Associate Counsel, OLR
Michael Wittenberg, Assistant Director, OLR

For the Union:

Bart Cohen, Assistant Director, Research & Negotiations
William Frapollo, Esq.
Mrs. Dorine Julius, President, Local 384

NATURE OF THE CASE

The negotiating Unit of approximately 40 non-instructional employees are in secretarial and clerical titles at the State University Educational Opportunities Center in Brooklyn and the State University Educational Opportunities Center in Manhattan. Certification dated February 14, 1973 included a finding that the employees involved are employees

of the Board of Higher Education for the purposes of the New York City Collective Bargaining Law.

The sole issue presented was whether or not the first collective agreement between the parties should include health and welfare benefits as requested by the Union. The Union requested the same benefits as provided in Article XIII of the current City-Wide Contract between the City and District Council 37.

Funding for the programs at Manhattan and Brooklyn as well as for 8 other similar programs in the State comes from the State University of New York and this funding does not include welfare benefits.

The City resisted the Union's proposals for welfare benefits from the standpoint of lack of funding from SUNY for that purpose. According to the Directors of the State University Educational Opportunities Center in Brooklyn and Manhattan, the funding for these programs has been by virtually "no growth" budgets for the past several years and, in order to be able to find the money to pay staff salary increases, they were forced to cut back on the size of their quarters to save rental costs. The contention was that the additional health and welfare costs might bring about elimination or diminution of aspects of the programs.

One of the great contributions of collective negotiations in the public sector has been that of health and welfare benefits granted employees and through them to their families. The great bulk of organized employees in private industry and in the public sector to receive health and welfare benefits and almost all the members of District

Council 37 are covered by Article XIII of the City-Wide Contract.

Because of the value of the particular benefit and from the standpoint of the strength of the factor of comparability, the panel is constrained to accept the Unions' position with regard to health and welfare benefits for the negotiating unit here involved.

Accordingly, the undersigned finds that it would be proper to grant the benefits of Article XIII of the City-Wide Contract to the non-instructional employees at the State University Educational Opportunities Center in Brooklyn and the State University Educational Opportunities Center in Manhattan.

Retroactive payment of welfare contributions all or most of the way back to the date of certification in this case would not particularly benefit the 40-odd employees involved. This type of benefit is of value positively.

I shall, therefore, recommend that the payments by the City and other benefits provided in Article XIII be made effective and retroactive to September 1, 1974.

The parties were advised that the panel would follow the criteria of Section 1173-7.0.c.(3)(b) of the Act and desired the parties to follow the criteria therein contained in their presentations.

In formulating its recommendations, the panel has considered the following criteria of Section 1173-7.0.c.(3)(b):

(b) An impasse panel shall consider wherever relevant the following standards in making its recommendations for terms of settlement.

(1) comparison of the wages, hours, fringe benefits, conditions and characteristics of employment of the public employees involved in the impasse proceeding with the wages, hours, fringe benefits, conditions and characteristics of employment of other employees performing similar work and other employees generally in public or private employment in New York City or comparable communities;

(2) the overall compensation paid to the employees involved in the impasse proceeding, including direct wage compensation, overtime and premium pay, vacations, holidays and other excused time, insurance, pensions, medical and hospitalization benefits, food and apparel furnished, and all other benefits received;

(3) changes in the average consumer prices for goods and services, commonly known as cost of living:

(4) the interest and welfare of the public;

(5) such other factors as are normally and customarily considered in the determination of wages, hours, fringe benefits, and other working conditions in collective bargaining or in impasse panel proceedings.

RECOMMENDATIONS

The collective agreement with the non-instructional employees at the State University Educational Opportunities Center in Brooklyn and the State University Educational Opportunities

Center in Manhattan shall include health and welfare benefits as provided in Article XIII of the City-Wide Contract between the City of New York and District Council 37 effective and retroactive to September 1, 1974.

JOHN M. MALKIN, Arbitrator

DATED: September 30, 1974

STATE OF NEW JERSEY

SS:

COUNTY OF BERGEN

On this 30th day of September 1973 before me personally came and appeared JOHN M. MALKIN 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.

LISBETH MALKIN
NOTARY PUBLIC OF NEW JERSEY

known to me to be the individual described in and who executed
the foregoing *instrument and* he ackno-4ledged to me that he
executed the same.