

OFFICE OF COLLECTIVE BARGAINING-----

In the Matter of  
LOCAL 237, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

REPORT AND RECOMMENDATION  
OF IMPASSE PANEL

-and-

Case No. I-103-73  
Inspectorial

An impasse panel composed of Monroe Berkowitz, Morris F. Glushien and John M. Malkin, Chairman, was designated November 26, 1973 to conduct hearings and make report and recommendations in the negotiations dispute between the City of New York and local 237 of the International Brotherhood of Teamsters regarding terms and conditions of employment for collective agreements effective July 1, 1972 for the eight categories of Water Use Inspectors, Transportation Inspectors, Senior Water Use Inspectors, Senior Transportation Inspectors, Pipe Laying Inspectors, Supervising Water Use Inspectors, Senior Pipe Laying Inspectors and Principal Water Use inspector; and regarding terms and conditions of employment for collective agreements effective January 1, 1974 for the two categories of Blasting inspectors and Senior Blasting Inspectors.

Hearings were held on January 23, 1974, January 24, 1974 and January 31, 1974 at 250 Broadway in New York City. Representing the City were Vincent Mase, Assistant Director OLR Mark Grossman, Esq., Associate Counsel OLR, and Adam Blumenstein Labor Relations Specialist OLR. Representing the Union were Bert Rose, Director of Organization, Frank Scarpinato, Director of Skilled Crafts, and Peter Castellucci, Business Agent.

Local 237 represents 265 Inspectors in ten inspectorial titles out of a total in City employment of 2310 Inspectors in approximately 80 titles. Local 237 represents approximately 11.5 per cent of all the Inspectors employed by the City. The five other Unions representing Inspectors are Operating Engineers, Allied Building Inspectors, 48,9 per cent; District Council 37, 14.8 per cent; International Brotherhood of Electrical Workers Ideal 3, 9.9 per cent; Pavers and Roadbuilders, Laborers International, 5.3 percent; and Civil Service Forum, local 300, Service Employees International Union, 9.7 per cent. At the time of the hearings, Local 237 was the only Union that had not reached agreement with the City for its Inspector members.

The City divided the inspectorial titles into four clusters or levels of jobs based on comparisons of job descriptions and job qualifications and responsibilities including education, experience and skill requirements and bargaining history and was able to reach agreement with each of the five other Unions establishing uniformity of minima and maxima, salary increases and all other benefits within each of the four levels of inspectorial titles.

Level 1 Inspectors included Water Use and Transportation represented by local 237 and the representative titles of Low Pressure Boiler (ABI), Watershed (DC-37);and Rent (DC-37).

Level 2 Inspectors included Senior Water Use, Senior Transportation, Pipe Laying and Blasting represented by Local 237 and the representative titles of Construction (ABI), Electrical (IBEW), Air Pollution (DC-37) and Highway & Sewer (PRB).

Level 3 Inspectors included Supervising Water Use, Senior Pipe Laying and Senior Blasting represented by Local 237 and the representative titles of Senior Construction (ABI)j Senior Electrical (IBEW), Senior Air Pollution (DC-37) and Senior Highway & Sewer (PRB).

Level 4 Inspectors included Principal Water Use represented by Local 237 and the representative titles of

Supervising Construction (ABI), Supervising Electrical (IBEW) and Supervising Air Pollution (DC-37).

The parties advised the panel that there was no dispute as to any of the terms and conditions of employment other than wages, that all other terms and conditions had been ironed out.

Local 237 declined to accept the salary increases offered by the City to the four levels of Inspectors because the form of the City's offer stipulated that in those cases where the increase had the effect of bringing the salary of any employee above the maximum for his particular job, the amount above the maximum would be considered a lump sum payment by the City, payable quarterly and not to be included in the basic salary of the employee and not to be used in the determination of overtime and other premium rates.

Local 237 argued vigorously against the City's established pattern of settlements contending that the effect of the City's lump sum form of increases was detrimental to the employees because the lump sum increases were not included in the basic salaries and that the long-range result would be repression of the average rates.

Both sides indicated a willingness for a uniform termination date for all ten categories of Inspectors represented by Local 237 of June 30, 1975 which would mean a three-year contract for the eight categories of Local 237 Inspectors whose contracts terminated June 30, 1972 and an 18-month contract for the two categories of local 237 Inspectors whose contracts terminated December 31, 1973.

The City introduced job descriptions for each representative inspectorial title in the four levels and traced the bargaining history of the representative titles at each level going back as far as 1954 in some cases.

Each side presented timely material on the drastic changes in the cost of living. The City and local 237 jointly presented relevant job "scatters" and excerpts from contracts covering inspectorial titles represented by the five other Unions.

The City submitted into evidence a comparison of qualifications of Inspectors in each of the four levels, a composite of the effect on the wage rates of Local 237 Inspectors of a settlement equivalent to the uniform pattern arrived at by the City with the five other Unions and other salary data relating to the inspectorial titles.

The panel find that the concept of arranging all the inspectorial titles into four levels on the basis of overall comparability considerations is logical and practical and equitable to the City and the Inspector employees.

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After considering the testimony and the various exhibits, the panel found that, although the types of inspections being made are on different types of equipment and different kinds of apparatus and under different circumstances basically the type and degree of qualifications and responsibility are the same or very similar for all the Inspectors in each of the four levels and, within each of the four levels, the wages and benefits should, therefore, be comparable or the same and salary increases and minima and maxima figures should be comparable or the same.

The evidence established that the economic settlements for the inspectorial titles represented by the five other Unions constituting 88½ percent of the Inspectors employed by the City amounted to an increase of roughly eight to nine per cent which compares favorably with changes in the cost of living since July 1, 1972.

Although local 237 dislikes the lump sum form of the City's pattern settlement, it is not unfair or improper and, most probably, the City would not have been able to settle for as much in dollar amounts if the lump sum feature had not been included in the pattern.

From the standpoint of comparison with agreements arrived at with 88½ per cent of the Inspectors employed by the City, the City's pattern of settlement is proper as to amount of the various salary increases and new ranges and as to the form including the lump sum feature.

The panel found no reasonable cause for disturbing the uniformity of the City's pattern of settlement with its inspector employees. To grant Local 237 members the same salary-increases without the lump sum feature, as requested at the hearing, would be inequitable to the 88½ percent of the Inspectors who have already reach agreement with the City.

The panel finds the pattern of settlement reached by the City, and the five Unions representing 88½ percent of the Inspector employees to be proper for the City and the Inspector employees represented by Local and, accordingly, will so recommend.

RECOMMENDATION

It is the recommendation of the panel that the salary increases and new ranges for the ten inspectorial titles represented by Local 237 be as follows:

TYPE OF INSPECTOR	PERIOD	ACROSS- THE-BOARD	NEW RANGE
Water Use	July 1, 1972 to June 30, 1973	\$825.	\$8,800-\$11,340.
	July 1, 1973 to June 30, 1974	8250	90225--12.-165-
	July 1, 1974 to June 30, 1975	825.	
Transportation	July 1, 1972 to June 30, 1973	825.	8,800.- 12,350.
	July 1, 1973 to June 30, 1974	825.	9,225.-12,350.
	July 1, 1974 to	825.	9,650.-12,350.

TYPE OF INSPECTOR	PERIOD	ACROSS- THE-BOARD	NEW RANGE
Sr. Water Use	July 1, 1972 to June 30, 1973	1,000.	10000.-13,500.
	July 1, 1973 to June 30, 1974	1,000.	10,500.-14,000.
	July 1, 1974 to June 30, 1975	1,000.	11,000.-14,000.
Sr. Transportation	July 1, 1972 to June 30, 1973	1,000.	10,000.-13,545.
	July 1, 10.73 to June 30, 1974	1,000.	10,500.-14,000.
	July 1, 1974 to June 30, 1975	1,0000.	11,000.-14,000
Pipe Laying	July 1, 1972 to June 30, 1973	1,000.	10,000.-14,000.
	July 1, 1973 to June 30, 1974	1.000.	10,500.-14,000.
	July 1, 1974 to June 30, 1975	1,000.	11,000.-14,000.
Blasting	January 1, 1974 to June 30, 1974	500.	10,500.-13,265.
	July 1, 1974 to June 30, 1975	1,0000.	11,000.-14,000
Supervising Water Use	July 1, 1972 to June 30, 1973	1,100.	11,250.-14,385.
	July 1, 1973 to June 30, 1974	1,100.	11,750.-15,485
	July 1, 1974 to June 30, 1975	1,100.	12,250.-15,650.

TYPE OF INSPECTOR	PERIOD	ACROSS- THE-BOARD	NEW RANGE
Sr. Pipe Laying	July 1, 1972 to June 30, 1973	1,100.	11,250-15,650
	July 1, 1973 to June 30, 1974	1,100.	11,750.-15,650.
	July 1, 1974 to June 30, 1975	1,100.	12,250.-15,650.
Sr. Blasting	January 1, 1974 to June 30, 1974	550.	11,750.-15,650.
	July 1, 1974 to June 30, 1975	1,100.	12,250.-15,650.
Prin. Water Use	July 1, 1972 to June 30, 1973	1,150.	12,650.-17,300.
	July 1, 1973 to June 30, 1974	1,150.	13,200.-17,300
	July 1, 1974 to June 30, 1975	1,150	13,750.-17,300.

It is the recommendation of the panel that the contract period be July 1, 1972 to June 30, 1975 for the eight categories of Inspectors of Water Use, Transportation, Senior Water Use, Senior Transportation, Pipe Laying, Supervising Water Use, Senior Pipe Laying and Principal Water Use.

It is the recommendation of the panel that the contract period be January 1, 1974 to June 30, 1975 for the two categories of Inspectors of Blasting and Senior Blasting.

It is the recommendation of the panel that the following language



In the event that any salary increase granted by the provisions of this agreement would have the effect of bringing the salary of an employee above the maximum for that, class of positions established herein, the surplus amount over and above said established maximum due such an employee shall be provided in the form of a lump sum prorated quarterly and paid upon the individual employee's completion of each quarter of service, with the precise method and amount of such quarterly payment to be determined by the Comptroller.

The amount of any such lump sum payment shall not be included in the basic salary of any such employee for any purpose, including the determination of the amount of overtime or any other premium payment.

In the conduct of the hearings and in making its recommendations for resolution of the dispute, the impasse panel considered the following statutory standards;

(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 the 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.

DATED: April 17, 1974

JOHN M. MALKIN, Chairman

MONROE BERKOWITZ, Panel Member  
Concurring

MORRIS P. GLUSHIEN, Panel Member  
Concurring

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It is the recommendation of the panel that the contract period be January 1, 1974 to June 30, 1975 for *-the o. categorie,* of Inspectors of Blasting and Senior Blasting.

It is the recommendation of the panel that the following language be included in the collecl.-live agreements in explanation of the salary increases:

STATE OF NEW JERSEY

SS:

COUNTY OF BERGEN

On this 17<sup>th</sup> day of April 1974 before me personally 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

STATE OF NEW JERSEY

SS:

COUNTY OF BERGEN

On this 17<sup>th</sup> day of April 1974 before me personally appeared MONROE BERKOWITZ 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.

STATE OF NEW JERSEY

SS:

COUNTY OF BERGEN

On this 17<sup>th</sup> day of April 1974 before me personally appeared MORRIS P. GLUSHIEN 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.

ERIC BRYOU CHAIKIN