

PROF. WALTER L. EISENBERG

939 CAST 24TH STREET

BROOKLYN, N.Y. 11210

212-252-9835

January 5, 1976

Mr. Joseph J. Christian, Chairman
New York City Housing Authority
250 Broadway
New York, N. Y. 10007

Mr. Barry Feinstein, President
City Employees Union Local 237
216 West 14 Street
New York, N. Y. 10011

Re: OCB Case No. I-108-73

Gentlemen:

Based upon your respective letters of inquiry requesting "clarification" of the "extent of time" covered by the Impasse Panel's recommendation pertaining to the Retiree's Welfare Fund, I have reviewed my file and my notes on the question you raise. I have also discussed my clear impression of the effective dates intended by the Panel with my colleagues Basil A. Paterson and Eva Robins, in order to provide you with a fully authoritative, even if informal, response to your question.

It is the Panel's unanimous view that its recommendation pertaining to welfare coverage for retirees was intended to apply for the duration of the Agreement between the Authority and the Union, i.e., from January 1, 1974 through December 31, 1976. The only question before the Panel on this issue was the substantive one: whether or not an alternate benefit to the unimplemented pension benefit should be included in the new Agreement between the parties. It was neither proposed to, nor considered or recommended by, the Panel that the particular benefit it ultimately did unanimously recommend was to be applicable for any period less than the full period of the Agreement between the Authority and the Union. Had the Panel intended for any reason to have the benefit involved expire before the Agreement as a whole expired, I can assure tension fully, clearly and unmistakably on such a significant aspect of the benefit in the text of the Report, and by explicitly stating a separate expiration date for that benefit in the Recommendation section of our FURTHER REPORT AND RECOMMENDATION, dated September 11, 1974.

I trust that this informal response in behalf of the Panel

Prof . Walter L. Eisenberg

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January 5, 1976

will provide you with the requested clarification.

Sincerely yours,

/s/

Walter L. Eisenberg

WLE: bjk
cc: Basil A. Paterson
Eva Robins
Arvid Anderson

OFFICE OF COLLECTIVE BARGAINING

SUPPLEMENTARY
REPORT AND RECOMMENDATION

of the

IMPASSE PANEL

THE CONTRACT DISPUTE BETWEEN

THE NEW YORK CITY HOUSING AUTHORITY

and

CITY EMPLOYEES UNION LOCAL 237, I.B.T. (IND.)

IMPASSE PANEL:

WALTER L. EISENBERG, Chairman.

BASIL A. PATERSON

EVA ROBINS

NEW YORK, NEW YORK

JANUARY 7, 1974

OFFICE OF COLLECTIVE BARGAINING

Case No. I-108-73

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In the Matter of the Impasse Proceedings

-between-

NEW YORK CITY HOUSING AUTHORITY

(herein, the "Authority")

-and-

CITY EMPLOYEES UNION, LOCAL 237, I.B.T.

(herein, the "Union")

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SUPPLEMENTARY
REPORT AND
RECOMMENDATION
OF THE
IMPASSE PANEL

Before: Walter L. Eisenberg, Chairman

Basil A. Paterson

Eva Robins

6. CONTRIBUTION TO WELFARE FUND

In its Report and Recommendations dated December 30, 1973 the Impasse Panel deferred action on this issue and requested of the Union additional information pertaining to the improvements in Health and Welfare benefits and their costs sought by the Union by means of its proposal to increase the Authority's contribution to the Union's

Welfare Fund by \$100 effective January 1, 1974. (Issue No. 61 on page 28 of the Panel's report)

The Union has provided to the Panel and to the Authority a written statement containing the required additional information. With this information in hand the Panel has been able to make an appropriate evaluation of the merits of the Union's proposal in the light of the respective positions of the parties on this issue. It is evident that part of the proposed increase in contribution to the Welfare Fund is required to meet increases in carrier costs for currently provided services. As to the proposed extension of dental services, it appears to involve modest and reasonable improvements in the scope of the present coverage. Similarly, the proposed increase in the amount of the weekly disability benefit appears to be a justified adjustment of the benefit in a manner des a justified adjustment of the benefit in a manner designed to preserve a reasonable relationship between the new pay levels negotiated by the parties for the next three-year contract period and the amount of the benefit applicable to periods of employee disablement. The proposed group legal service benefit is to be a pilot program to which \$7.00 of the proposed annual per member increase in contribution is to be applied. It is, in our judgment, a useful and imaginative addition to the kinds of welfare fund service that can be made available to families with modest incomes,

as gauged by the high cost of obtaining legal service on a personal basis in a region where all costs of living are high. For all of the foregoing, we find the proposed increase justified. As to the Union's request for a January 1, 1974 effective date for the increased contribution, it is the Panel's view that the increase should be phased in within the term of the new contract, rather than introduced in full from the first day of the contract. The cost of other elements in the contract settlement between the parties are substantial enough on the fiscal year of the contract to justify deferral of part of the increase in Welfare Fund contribution.

Based on its evaluation and findings, the Panel recommends that the annual sum contributed by the Authority on behalf of each covered employee to the Union's Welfare Fund under the terms of section 37.b. of the parties' 1971-1973 Agreement be increased by \$50 per year effective January 1, 1974 and by an additional \$50 per year effective January 1, 1975.

New York, New York
January 7, 1974

Walter L. Eisenberg, Chairman

Basil A. Paterson

Eva Robins

OFFICE OF COLLECTIVE BARGAINING
Case No: I-108-73

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In the Matter of the Impasse Proceedings

-between-

NEW YORK CITY HOUSING AUTHORITY (herein,
the "Authority")

FURTHER REPORT AND
COMMENDATION OF THE
IMPASSE PANEL

-and-

I-108-73

CITY EMPLOYEES UNION, LOCAL 237 I.B.T.
(herein, the "Union")

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Before:

WALTER L. EISENBERG, Chairman
BASIL A. PATERSON
EVA ROBINS

* * * * *

In its REPORT AND RECOMMENDATIONS issued December 31, 1973, this Impasse Panel found that it did not have authority at that time to hear the parties on the merits of their dispute over the Union's proposed "alternate benefit for unimplemented pension benefit", inasmuch as aspects of this issue were then before the Board of Collective Bargaining in a similar dispute. Accordingly, the Impasse Panel recommended to the Union and the Auth-

ority:

That either or both of the parties promptly put this issue before the Board of Collective Bargaining. The Panel will hold this issue open for such determination as may be permitted and required after the BCB decides what aspects of the issue are properly within the jurisdiction of the Panel. (p.36, Impasse Panel Report and Recommendations: December 31, 1973)

This recommendation was followed and the Board of Collective Bargaining (Dean Eisenberg not participating) issued Decision No. B-6-74 on April 3, 1974 in Docket No. BCB-166-74, in which the Board held as follows on this issue:

DETERMINED, that the Union demand with respect to an alternative pension benefit is within the mandatory scope of bargaining and may be submitted to the impasse panel; such issue is subject to the finality provisions of 1173-7.0 C(4) for the period effective on or after January 1, 1974; however, decision is reserved by the Board whether recommendations of the impasse panel on this issue, if any, effective prior to January 1, 1974, are subject to the aforesaid finality provisions ... (p.14, Decision No. B-6-74)

The impasse Panel there upon scheduled a hearing on the merits of this issue at the mutual convenience of the parties and the Panel, on May 6, 1974. The parties pressed a desire to file post-hearing memoranda, the Panel afforded them this opportunity, and the parties did in fact

file such memoranda. Based upon its initial review of the hearing transcript and the post-hearing memoranda, the Impasse Panel agreed that its Chairman should attempt to ascertain through informal mediation whether it would be possible to resolve the dispute by mutual agreement of the parties. The Chairman made such an effort and found that the issue could not be resolved by compromise agreement. He so advised the Panel, and this Further Report and Recommendation is made on this single issue.

Briefly, the Union proposed that the Authority be required to implement Recommendations made on January 29, 1973 by the Impartial Members of the Board of Collective Bargaining in the matter of an alternative benefit to replace the pension revision agreed to by the parties but not authorized by an appropriate enabling action of the New York State Legislature. The Union thus seeks a recommendation to the effect that the Authority shall contribute \$165 per annum on behalf of every member of the Career Pension Plan to an appropriate fund for the purpose of providing employee benefits under a "career severance Day plan", such contributions to be made retroactive to July 1, 1970.

The Authority proposed rejection by the Impasse Panel of the Union's proposal on this issue in its entirety.

The Impasse Panel has been provided with detailed data and argument by the Union and by the Authority on their respective positions with reference to this issue. The Panel shall not here attempt to summarize or restate the respective views of the parties as amply set forth in the record of this proceeding. The recommendation to be made by this Panel is based upon that full record, upon the results of the parties' negotiations for their current contract, upon the results of the impasse proceeding on other issues involved in the contract dispute between the parties, and upon the results of the impasse proceedings in the City-Wide negotiations between D.C. 37, AFSCME, other unions and the City of New York. Specifically, the Impasse Panel is mindful of the remarkable breakthrough aspects of the settlement made by the Union and the Authority in their recent negotiation of a revised step pay structure and of a series of other significant pay and benefit improvements that flowed from those same negotiations or from recommendations made by this Panel. Further, because there has been a sub-

stantial uniformity of pension benefits as between more than 120,000 employees covered by the City-Wide contract and upwards of 6,000 employees covered by Local 237's contract with the Authority, the Panel requested and obtained from the Office of Collective Bargaining a copy of the Impasse Panel Report and Recommendation for an alternative to a pension benefit in the recent City-Wide contract dispute, as well as a copy of the current City-Wide contract which reflects acceptance by those parties of the recommendation for an alternate in that dispute on this issue. The Impasse Panel is also mindful that it previously recommended, and the parties subsequently adopted, the following improvement in employee benefits financed through Authority contributions to the Union's Welfare Fund:

Based on its evaluation and findings, the Panel recommends that the annual sum contributed by the Authority on behalf of each covered employee to the Union's Welfare Fund under the terms of section 37.b. of the parties' 1971-1973 Agreement be increased by \$50 per year effective January 1, 1974 and by an additional \$50 per year effective January 1, 1975. (p.3, Supplementary Report and Recommendation, January 7, 1974)

The annual cost of the Union's proposal for an alternate benefit has been variously estimated at about \$800,000 (by the Union) or at \$1,000,000 (by the

Authority). While we do not treat lightly the Merit of the arguments made by the Union as to the economic needs of the employees involved as a basis for its proposal and the merits of the arguments made by the Authority as to the added economic burden for the Authority and its tenants inherent in the Union's proposal. We find that such argument On this particular issue must take second place to the facts of substantial uniformity of the pension benefits between employees under the City-Wide contract and the employees under the Authority's contract with the Union, and of the exceptional and substantial recent settlement reached by the Union and the Authority on other contract items. Thus, whatever merit there may be in the rationales for a new benefit of the type proposed by the Union as a replacement for the non-implemented pension revision, we can not consider them controlling in the face of the alternate benefit developed for the very large number of employees covered by the City-Wide contract. By the same token, to grant the Authority's request for a recommendation entirely rejecting any alternate benefit, thereby creating a disparity between the employees under the Union's contract and employees under the City-Wide Contract in the matter of a pension benefit alternate, would not be justified. Moreover, a significant number of em-

ployees of the Authority--about 1,700--are subject to the City-Wide contract and they are already covered by the alternate benefit available to retirees provided in the current City-Wide contract.

We are not persuaded by either the Union or the Authority that there are sufficient grounds to endorse the position of either party, in view of all of the past and present circumstances surrounding their current contract settlement. Our search of the record in this case for any substantial basis that could support the creation of a disparity in the matter of an alternate benefit to the unimplemented pension benefit leads us to the conclusion that given the totality of the circumstances and factors involved in this contract settlement no such substantial basis is present.

Accordingly, it is the Panel's judgment that the prior existence of pension-benefit similarity justifies maintaining uniformity of the alternate to an unrealized pension revision as between the groups of employees involved. The Panel is aware that the introduction of the City-Wide pension alternate for welfare program coverage of retirees into the contract here involved will result in a further increase in labor costs to the Authority. Nevertheless, the Panel is convinced that the principle of uni-

formity of the substitute for a significant pension benefit should be affirmed and justifies the added cost involved.

The City-Wide contract provides the following alternate benefits

Section 4

Effective January 1, 1974, employees who have been separated from service subsequent to June 30, 1970, and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the City and a certified union representing such employees, shall continue to be so covered, subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries, of the New York City Health Insurance Program and are entitled to benefits aid for by the City through such Program.
(p.39A, 1973-1976 City-Wide Contract)

The Panel believes that the employees here involved are entitled upon retirement to this same kind of welfare program coverage retroactive to the same date as is applicable to employees who retire under the City-Wide contract. Our Recommendation shall be consistent with the foregoing findings and conclusions.

RECOMMENDATION

The Panel unanimously makes the following Recommendation to the Union and to the Authority and urges its prompt acceptance by the parties and its

incorporation in appropriate contract language in to te parties' current Contract:

Effective January 1, 1974, employees who have been separated from service subsequent to June 30, 1970, and who were covered by the Union's Welfare Fund at the time of such separation pursuant to the Agreement between the Authority and the Union, shall continue to be so covered, subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the Authority's Health Insurance Program and are entitled to benefits paid for by the Authority through such Program.

New York, New York
September 11, 1974

Walter L. Eisenberg, Chairman

Basil A. Paterson

Eva Robins

OFFICE OF COLLECTIVE BARGAINING

250 Broadway

New York, N.Y. 10007

(212) 566-3932

November 4, 1974

Mr. Barry Feinstein, President
City Employees Union
Local 2137, .I.B.T.
216 West 14 Street
New York, N.Y. 10011
Mr. Joseph Christian, Chairman
New York City Housing Authority
250 Broadway
New York, N.Y. 10007

RE :

Docket No. BCBI-8-74
(I-108-73)

Gentlemen:

The Impasse Panel issued its Report and Recommendations herein on September 11, 1974.

The Housing Authority accepted the Report and Recommendations of the impasse Panel on September 24, 1974, Local 237, I.B.T., rejected the same on September 23, 1974, and requested additional time until October 11, 1974, to fully document the grounds for an appeal. No appeal having been perfected, and the time specified for an appeal in §1173-7.0 c(4) (a) of the New York City Collective Bargaining Law having elapsed, the Report and Recommendations are deemed adopted pursuant to §1173-7.0c (4) (d) of the New York City Collective Bargaining Law, and it is directed by the Board that the case be closed.

By Order of the Board of Collective Bargaining:
Mr. Eisenberg did not participate.)

MALCOLM D. MacDONALD
Deputy Chairman

at which the parties appeared and were afforded" opportunity to present evidence, testimony and argument in support of their respective positions on the issues.

The collective bargaining Agreement between the parties expires on December 31, 1973. The Authority and the Union proposed modifications in the Agreement and have been engaged in the negotiation of new contract terms for some months. They have been able to agree on some items but, having been unsuccessful in achieving total agreement, they asked the OCB to invoke the impasse procedure provided in the New York City 'Collective Bargaining Law, jointly representing to the OCB that an impasse existed in the negotiations. The OCB authorized the procedure and the Panel was designated on December 21, 1973.

The New York City Housing Authority is an independent Authority established by law and engaged in the construction and operation of public housing within the City of New York. It derives its funding primarily from Federal, State and local government and from rental income. It operates 210 projects, with 164,000 rental units and 625,000 tenants, within the five boroughs of the City of New York. In addition, it has 3,300 leased units which are utilized for public housing. The Authority employs some 12,300 employees in the operation, maintenance and administration of its projects, of which approximately 6,000 are in the bargaining unit represented

by the Union and whose contact is before this Panel. The -
 job titles of the employees in the bargaining unit are
 the following:

Housing caretaker
 Housing Maintenance Helper
 Foreman of Housing Caretakers
 Housing Fireman
 Housing Guard
 Supervising Housing Groundsman
 Housing Supplyman
 *Stockman
 *Storekeeper
 *Senior Storekeeper Housing Exterminator
 Foreman of Housing Exterminators Senior
 Foreman of Housing Exterminators Assistant
 Housing Manager Housing Assistant
 *Resident Buildings Superintendent
 .Assistant Resident Buildings Superintendent

*Maintenance Man Housing Community Activities Coordinator
 Assistant Chief of Housing Community Activities Housing Teller
 Senior Housing Teller Supervising Housing Teller Housing manager
 In their bargaining the parties were able to resolve some of the
 issues in dispute and those issues are not before this Panel. In
 addition, concurrently with the proceedings before the Panel the
 parties have continued to attempt to resolve some remaining issues
 by direct bargaining. The latter items were not placed before the
 Panel and no information has been presented to the Panel with
 reference to them. This Report does not contain all of the
 agreements reached by the parties, or the precise terms and
 language of

Salaries for employees in this title are not involved in
 this proceeding; they are subject to other negotia-

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 tions and agreements.

the items agreed upon either prior to the Impasse Panel's designation or during its deliberations.

Among other items, the parties have agreed that the contract shall be of three years' duration. They have also reached agreement on further rationalization of the pay structure and on minimum or starting rates for each classification.

The issues over which the parties are at an impasse and which are submitted to the Panel for analysis, findings and recommendations, are the following:

1. Guaranteed minimum salary increases
2. Cost-of-living pay escalator
- 3. Daily hours schedules and lunch periods
4. intra-project job picks
5. Inter-project transfers
- 6.. Contribution to Welfare Fund
7. 'Minimum daily overtime for weekend work

8. Alternate benefit for unimplemented pension benefit

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two..ye4rs ago and sees no other way to help meet, any further increase in rents, a step it is loath to take because of its concern for the needs of its tenants. In sum, the Authority sees no way of raising significantly larger amounts of revenue from either of these primary sources of its revenue: rents and operating subsidies. The Authority also points out that the Brooke Amendments to the Public Housing Law impose a limit on the rents that can be charged to low-income residents of federally subsidized public housing to no more than 25% of their incomes. The Authority finds that, even now this statutory requirement imposes a cost of \$1,250,000 a month upon the Authority inasmuch as the Federal government does not fully reimburse the Authority for this outlay. Moreover, the Authority reports that it has been allowed to use only a 3% "inflation factor" in its 1974 budget for Federally subsidized projects, a patently unrealistic projection of recent and anticipated price increases for the services, supplies and equipment its operations require. The Authority cites the extraordinary increases in fuel costs that have recently occurred and will undoubtedly continue to occur as an unstable cost element which could by itself render its allowed "inflation factor" totally ineffective as a means for accurate forecasting of its budgetary requirements. The Authority estimates that every one-cent increase per gallon of fuel adds \$1,000,000 to its costs of operation. The Authority also states that every increase

in employee pay also adds significantly to the cost of time and pension costs, estimating that every \$1.00 of wage cost carries with it an additional 45 cents of total fringe benefit and pension costs for its employees, and that overtime costs alone amount to 10% of the pay for this unit. The Authority describes the expiring Agreement with the Union as "exceptionally good," and asserts that there is no justification for making the further drastic contract improvements sought by the Union at this time. The Authority states that average salary rates for all employees rose from \$7,525 to \$9,308 or 23.7%, during the term of the present Agreement; that Housing Caretaker salary rates rose from \$6,248 to \$7,613 or 21.8%, during the term of the Agreement; and that these advances exceeded the CP-L increases (16.9% to October, 1973 and 18.0% to November, 1972) in that same period. The Authority refers to the civil service status of its employees as adding significantly to the "value" of their jobs. The Authority complains that the Union has experienced a drop in productivity, and that this fact is tied to its "unmanageable deficit" and to its limited ability to pass increased costs along puts it in a untenable position. It expresses the view that the time has come to put a stop to further expansions in the type and degree of Welfare Fund benefits, on the grounds that such coverage is already ample and that current cost problems are severe to warrant any expansion of benefits.

The Union presses strongly for the economic improvements it seeks on the ground that its employees are underpaid by the wage standards that prevail in the public and private sectors in the New York City labor market area. The Union points to the sharp rises in consumer prices and taxes that have occurred during the term of the expiring Agreement in the New York City area and to published estimates of budget requirements for families of working people, as indications of the extent to which the employees here involved are disadvantaged. The Union contends that to refrain from seeking pay and related increases needed by their members is, in effect, to require the employees "to subsidize" the

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operations of the Authority; and that the Union will not agree to this. The Union observes that the costs of the Authority's operation have risen over a period of many years and that this has always been a problem faced by the Authority and discussed in negotiations, but that improved contract benefits were negotiated in the past with the Authority managing to solve its problems; and that this bargaining round is no different in this respect from those in the past. The Union charges the Authority with an attempt to pit "the poor (its tenants) against the poor (its employees)," and characterizes its economic demands as "extremely moderate" and the Authority's rejection of these as "totally intransigent and arrogant."

Specifically, the Union demands a series of detailed statistical tabulations, analyses and comment. (Union Exhibit Nos. 1, 1A, and 21) which show that: (1) the Consumer Price Index for the Northeastern New Jersey Metropolitan Area rose 18.0% between December, 1970 and November, 1973 (almost all of the period covered by the present Agreement); (2) the nominal monthly wage in one of the most populated Authority job classifications, Housing Caretaker, rose from \$610 per month in December, 1970 to \$750 per month in November, 1973, while the real wage (deflated by CPI increases between those two dates) rose only from \$610 per month in December, 1970 to \$637.75 per month by November, 1973; (3) the monthly spendable earnings (after income taxes, social security taxes, and pension contributions) of a Housing Caretaker increased in nominal terms from \$503.69 per month in December, 1970 to \$595.34 in November, 1973, while real spendable earnings started at \$503.0 per month in December, 1970 and returned to about that same level, \$506.24 per month, in November, 1973; (4) in October, 1973 in the New York City Metropolitan area the standard budget for a family of four at the "lower" annual level stood at \$8,515 and that 2,563 of the Authority's employees were paid an annual salary below that level; and stood at \$14,240 for the "intermediate" annual level and that 2,212 employees

were paid between \$8,515 and \$14,240; and stood at \$21,712 for the "higher" annual level and that 138 employees were paid an annual salary between \$14,241 and \$16,499; and

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.,S) the BLS standard budgets for the New York urban area require higher incomes than are required in other major cities because living costs in the New York City area are substantially higher. The Union contends that the employees here involved are no better off economically today that they were when the expiring Agreement first became effective. The Union argues that the expiring Agreement may have been good when it was negotiated but that this is no longer true. The Union contends that its proposed minimum pay increase will not fully make up for past "losses" of employee earnings because of inflation, nor will it fully protect the employees against inflation during the term of a new three-year contract. The Union dismisses the comparison of Authority employees' pay with that of others in similar agencies in other cities on the grounds that pay rates are generally higher in the New York City labor market, living costs are higher in New York City, employees in New York City have bargaining rights which are not typically available to similar employees in other cities, and that the Authority must compete for labor force against industries with much higher pay scales and fringe benefits. The Union cites, as examples, the pay and benefit of porters

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in the Transit- Authority
of City government

It is quite clear to the Panel why the parties to this dispute are at an impasse on key economic issues. Each has developed cogently and at length the grounds upon which they have taken a stand on the open economic issues. The respective dilemmas of the constituencies here involved defy ready resolution. It is beyond dispute that the Authority has experienced serious economic hardships attendant upon substantial, largely unpredictable, and continuing increases in the costs of fuel, equipment, supplies, utility services, and the like, required for the operation of its extensive facilities. Estimates of general inflationary advances previously allowed to, and incorporated by, the Authority in its projections of needed operating revenue have proved to be sharply understated in the face of actual price trends and experience. Moreover, Brooke Amendment No. 3 limiting the proportion of "welfare" tenant income that can be paid in rent, enacted in the 1971 Congress and implemented in 1972 and 1973, has in effect imposed upon the Authority sizeable and continuing increases in the extent to which tenants on "welfare" and living in federally aided housing operated by the Authority are to be subsidized by the Authority, thus raising the pressure for meeting such rising costs by means of disproportionate rent increases

for tenants other than those on "welfare." The Authority estimates that approximately one-third of its 164,000 tenant families pay rents which are subject to severe limits on potential rent increases. The availability of additional subsidies from Federal, State and City sources is in doubt. Yet, this Panel is unable to conclude that the basis for the Authority's resistance against, for example, a guaranteed minimum pay increase at a level that would be in reasonable consonance with recent pay settlements affecting other employees of agencies of New York City government, constitutes a valid guide to the Panel's recommendation on this issue.

It is also beyond dispute that the incomes of the employees here involved have been severely eroded by inflation and that, even by the most conservative forecasts of price trends, inflation will continue to erode their incomes further within the period of the parties' new contract. It is also apparent that the more modest budget targets published by the Federal government for the New York-City area are significantly higher than the salaries paid to the employees involved. Quite apart from the economic issues resolved by the parties in direct negotiation, most of which were not reported to the Panel, the economic proposals presented to the Panel by the Union may have defensible rationales if detached from all of the circumstances involving this public Authority at this time. However, these proposals as made cannot be

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granted by a Panel such as this, whose obligation is to review all of the relevant facts and circumstances pertaining to the open issues. It cannot, therefore, focus principally upon the needs of the employees in whose behalf these proposals are advanced.

We have made an evaluation of each of the economic issues before us in the full context of the economic data presented by the parties, and we have arrived at a unanimous recommendation on each issue, with the objective of equitable and appropriate resolution firmly in mind. Our recommendations, particularly on the economic issues, will require substantial accommodation and compromise by the parties. For example, the Authority will have no recourse but to extend the same kinds of resourceful efforts it has in the past to receive additional fiscal support from the City, State and Federal governments and from any other revenue source available to it, in order to meet the fair, necessary or required financial obligations arising out of their new contract settlement and their other non-labor contractual or legal commitments. For their part, the employees will have no recourse but to make do with less than the Union has estimated is required to cover past real income erosion and future inflation hazards.

Finally, given the increased operating costs that will result from the already negotiated contract provisions and from the further contract revisions entailed by the

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Panel's recommendations on economic issues, the Authority is entitled to have the benefit of such cost offsets, savings or economies as are achievable through increased productivity by way of improvement-s in the utilization of its labor force, among other things. The Panel urges the Authority to continue and expand promptly such measures as are not inconsistent with the parties' obligations under their contract and as 'will promote improvements .in operational efficiency during thL- term of the new coniract and thereafter. The Panel also urges the Union and its members to cooperate with the Authority in any undertakings designed to yield improvements in productivity and to produce offsets to the rising costs of o-Veration of the Authority's facilities, regard less of the source of such rising costs.

Our review of the issues, our findings and our recommendations are set forth below.

1. GUARANTEED MINIMUM SALARY INCREASE

The Union reduced its original demand for a 151. minimum guaranteed salary increase to 10% per annum for each employee in each of the three years of the mutually agreed upon duration of the parties' new contract, with the increases to be granted as follows: effective January 1, 1974 a minimum salary increase for employees at pay maximum in a dollar amount equal to 10% of the maximum pay rate prevailing for the job classification on December 31, 1973; and effective January 1, 1975 a further minimum salary increase for employees at pay maximum in a dollar amount equal to 10% of the maximum pay rate prevailing for the job classification on December 31, 1974; and effective January 1, 1976 another minimum salary increase for employees at pay maximum in a dollar amount equal to 10% of the maximum pay rate prevailing for the job classification on December 31, 1975. Under the Union's proposal for three guaranteed minimum pay increases of 10% each year the dollar amounts would be "compounded" in the second and third years; that is, the percentage increases in those years would apply to the previous year's maximum pay plus the 10% pay increase applicable in the prior year.

The Authority offered a mi. increase of 2-1/2% per annum for eac the three years of the mutually agre the parties' new contract, with th-e as follows: effective January 1, 19 increase for employees at pay maximul

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equal to 2-1/2% of the maximum pay rr job classification on December 31, IS January 1, 1975 a further minimum sal at pay maximum in the same dollar amo- pay increase granted as of January 1, January 1, 1976 another minimum salar~ at pay maximum in the same dollar amou pay increase granted as of January 1, proposal for three guaranteed minimum would apply to the first year's increaE compounded" for the second and third I dollar amounts of 'each of the three' min would be the same.

The parties are in disagreeemen respects: (1) the percentage or amount minimum annual pay, increases and (2) whc creases for the second and third years s

While the irrDasse Panel finds r, the mutual determination of the parties

justifiable process of rationalization of the pay structures involved by reducing the scatter of rates payable to employees doing essentially the same work in the same job classification, and while the Impasse Panel is aware that this continuing and phased reduction in the number of pay rates mutually agreed to by the parties reduces disparate pay increases ranging from substantial amounts to none at all for the employees at the differing pay rates now in effect in each job classification we are not persuaded that either the Union's or the Authority's respective last offers on the guaranteed minimum pay increase is appropriate in the circumstances here involved. The reason for the dilemma posed for the parties on this issue, as well as on related economic issues, is quite evident from the data presented to the Impasse Panel by the parties.

The Union makes a compelling case in terms of the needs of its members and their families by comparing their current pay rates with statistically estimated budget requirements for families living in the New York City area; by detailing the erosion of the purchasing power of working people in general and the employees here involved in particular as a result of the very substantial advances in prices, taxes and living costs that have occurred between December, 1970 and the present, the period covered by the parties' expiring Agreement; and by projecting tentatively the price outlook for working people and their families.

The Authority in turn makes a compelling Case in terms of its rapidly mounting fuel, material: equipment and other costs; of the substantial deficit in its operating budget; of the legal and practical limits on its ability to increase its revenue by raising rents; of the pay rates applicable to similar employees in Housing Authority bodies in other major cities; of the low-income status and needs of its tenants; and of the difficulties in the way of obtaining increases in the Federal, State and City subsidies applicable

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to the Authority's operations.

It is noteworthy that the parties do not in the main, disparage one another's positions on the economics of the areas and the people that are the subject of their respective principal concerns. Indeed, each generally acknowledges the seriousness of the other's claimed problems. Yet each insists, persuasively, that its problems, its needs, and its perceptions of its own constituency's hardships and prospects should be given paramount consideration in the resolution of the economic issues that remain unresolved in their contract dispute.

The Impasse Panel has attempted to weigh the equities and the merits involved on this pay issue, with reference only to those employees who stand to benefit little or not at all from the continuing rationalization of the diverse pay rates applicable to each job classification. A minor proportion of the number of employees in each job classification will be subject to the guaranteed minimum pay increase. Further, in the interests of equity and the relationship among the job classifications involved, We believe that a some, -ihat

different adjustments in minimum pay increases is warranted for
-ers. in the judgment of the Impasse Panel
.Housing Caretall reasonable guaranteed minimum annual pay
increases for employees at maximum in each job classification
would be:

Housing Caretakers

- \$600.00 per year minimum increase as of January 1, 1974.
- \$600.00 per year additional minimum increase as of
January 1, 1975.
- \$600.00 per year additional minimum increase as of
January 1, 1976.

All Other Classifications

- minimum annual increases by a dollar amount equal to
6% of the maximum pay rate for the job classification on December 31, 1973, effective January
1, 1974; with an additional increase by the same
dollar amount effective January 1, 1975; and with a
further increase by the same dollar amount effective
January 1, 1976; that is, three identical dollar
amounts of minimum annual increase, not compounded.

Minimum annual pay increases of this size would accord
with recent pay settlements reached in negotiations between the
City of New York and other major groups of its unionized
employees.

2. COST-OF-LIVING PAY ESCALATOR.

The Union proposes the addition to the contract of a
cost-of-living pay escalator requiring a one-cent per hour pay
increase for every 0.35 points increase in the Bureau of Labor
Statistics Consumer Price Index (CPI) for the New York
Northwestern New Jersey SMS Area, with a review of the status of
the formula as of the last available CPI figure on the last day of
each calendar quarter, and payable effective in the first payroll
period after any such increase occurs. The

Union cites* "conservative-" predictions of the increases that can be expected in the Consumer Price Index during the period covered by the parties' new contract- as the basis for its desire to protect the employees involved against the loss of pay gains that will be due them under the new contract.

The Authority is opposed to any such addition to the contract settlement on the grounds that it could add large and unknown amounts to the already substantial costs of the new contract. The Authority is troubled by the "open-ended" character of such a provision, making unpredictable any financial obligation that could occur, and stressing the overall threats to its fiscal solvency already inherent in known future increases in costs during the term of the new contract.

It is the Impasse Panel's view that the economic gains agreed to in behalf of the employees by the parties in direct negotiations, taken together with the additional economic improvements recommended by the Panel, constitute a sufficient total of economic improvements for the period of the parties' new three-year Contract, given all of the fiscal constraints operative upon the Authority. So that, while it is reasonably safe to predict further increases in employee living costs during the term of the new contract, it is equally reasonably safe to predict further increases in various of the operating costs of the Authority during that same period. Accordingly, we find no basis for recommending inclusion in the new contract of a provision for automatic pay increases tied to any future advances in the Cpl.

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DAILY HOURS SCHEDULES AND LUNCH PERIODS

Under the expiring Agreement, the regular work-day for some employees is 8:00 AM to 4:30 PM, with a half-hour for lunch, and the regular work-day for a white collar employees is 9:00 AM to 5:00 PM, with a one hour lunch period.

The Authority proposes that the daily hours for employees in the classifications of Housing Caretakers, Forcmen of Housing Caretakers, Supervising Housing Groundsman, Housing exterminators, Housing Maintenance Helpers and Maintenance Men, be changed to 8:00 AM to 5:00 PM with one hour for lunch. Thus, it seeks to revise the present 4:30 PM quitting time

time, and to increase the lunch period to a 5:00 PM quitting time from a half-hour to a full hour.

The Union on the other hand, seeks to change the schedule of employees who now have a quitting time of 5:00 PM with one hour for lunch to a quitting time of 4:30 PM with a half-hour for lunch.

The Authority asserts that there is operational need for having the employees to whom its proposal applies on the premises until 5:00 PM. It cites the expectation of tenants that "normal hours" will be observed and that a 5:00 PM quitting time is a reasonable expectation. Further, the Authority considers a half-hour for lunch to be insufficient, since employees frequently prolong the lunch period beyond the allotted time. The Authority also sees its proposal as

dealing with a productivity question as well as with the value of the utilization of employees until 5: 00 PM. Further, the Authority finds it very difficult to police the present half-hour lunch period in a manner that tould produce numerous disciplinary actions and employer-ern.ployee confrontations. Its solution is a return to a one-hour lunch period for the employeas affected and to retain it for the employees to whom the Union's proposal for a half-

hour lunch 'eriod applies. (Authority Exhibit No. 5) p

The Union seeks to retain the 8:00 AM to 4:30 PM schedule, with a half-hour for lunch and to extend it to "white collar" employees. It points out that with many employees leaving at 4:30 PM, the white collar employees leave at 5:00 PIM, a time when they are more vulnerable to attack in.areas surrounding the projects. The Union seeks the protection of having employees leave en masse to take public transportation to their homes. Further, the Union claims that it is-more valuable to the tenants to have employees available for an extra half-hour at lunch time than to have them on duty from 4:30 PM to 5:00 PIM, pointing out that an emergency service squad comes on duty at 4':30 PM and that there are Authority employees who reside in the projects and who are on call. all night.

The Panel is not persuaded that the, hours schedules involved in this issue require change. The Authority's demand appears to the. ranel to be predicated Primarily on

the difficulty resulting from employees prolonging the half-hour lunch period. The Union's demand appears to the Panel to be aimed primarily at uniformity, but also, perhaps, to allow the "white collar" employees to leave at the same time as the other employees.

We are of the opinion that both the Authority and the Union share responsibility for making certain that employees do not abuse a provision of the Agreement which constitutes a benefit to the employees. We have no data as to the extent of the claimed abuse. Assuming that it exists, we believe it is part of the obligation of management, including local management at the projects whether or not they are members of the bargaining unit, to enforce the provision and to mitigate the problem. And, we consider that the Union has an obligation to cooperate with the Authority in this endeavor by making it clear to its membership that abuse of a beneficial working condition could lead ultimately to its loss. The Panel finds insufficient justification for the Union's proposal to extend to the "white collar" employees the 4:30 PM quitting time and half-hour lunch period. It is not at all clear that a half-hour lunch period would be adequate, or that a 4:30 AM quitting time would meet the needs of the operation. Absent more compelling proofs, the Panel recommends against such changes.

We believe that the present hours schedules and lunch periods should remain unchanged, with both parties

attempting cooperatively to identify abuses if they exist, to measure the extent of such abuses, and to attempt to eliminate them.

4. INTRUA-PROJECT JOB PICKS

The Union proposes an increase from 2 to 5 in the number of intra-project job picks that may be made in filling a vacancy. The Authority, on the other hand, seeks a contract provision that intra-project assignments and reassignments shall not be subject to transfer and may be made unilaterally by the Authority.

A job pick opportunity occurs when there is a vacancy in a job which is to be filled. The number of job picks relates to the number of times successive vacancies are opened to be filled by employee job pick following the filling of the original vacancy. For example, if a vacancy occurs in a project, it is filled by Employee A who vacates Job A. Under the Union's-

proposal, Job A, then vacant, is filled by Employee B who thus vacates Job B, and this would continue for Employees C, D and E. The Authority would fill the next vacancy by unilateral assignment. The Authority's proposal would eliminate all intra-project job picks and allow management to reassign employees within a project at will, while the Union's proposal would extend the practice already prevailing by three additional picks.

The Authority points out that intra-project transfers do not involve any additional benefit to the employee and asserts that management should have the right to assign employees within a project to the position in which he or she will be most efficient. The Authority explains that it needs this flexibility to move employees within a project in order to make its job assignments most productive. Thus, the Authority's proposal is not offered solely to rebut the Union's proposal, but to eliminate the present 2 job picks by providing for unilateral management assignment of employees within a project. The Authority argues that it is necessary that management evaluate the skills, aptitudes and the abilities of the project staff and match these to the demands of each particular job assignment.

The Union is unequivocally opposed to any provision which would result in the assignment to jobs based on the unilateral judgment of management. It points out that examinations are taken by employees and that they thus satisfy the Authority that they possess the necessary skills and abilities. The Union expresses concern that a provision such as that proposed by the Authority could be improperly discriminatory in practice, even though that may not be its intent.

The Panel finds that the necessity for the complete elimination of job picks for filling intra-project vacancies

oif for the assignment to jobs within a project, as proposed has not been proved. There is no evidence by the Author.L before the Panel that the present working conditions have proved to result in unqualified or less qualified employees 'utilizing their seniority to transfer into jobs within a pioject-which they are not competent to perform satisfactorily. Absent such evidence, we see no justification for reco,-nending the modification proposed by the Authority.

As to the Union's proposal to increase the number of picks, it is the Panel's judgment that no compelling need has been shown 'Lcr such a modification. The employees have an opportunity to fill vacancies twice, and the third vacancy becomes subject to managerial selection. Considering the degree of dislocation and administrative processing which can result from a single vacancy, we are persuaded that the present practice provides sufficient opportunity for transfer within a project.

The Panel- therefore does not recommend any change to include.either tije Union's or the Authori-yls proposal on this issue.

5. INTER-PROJECT TRANSFERS

The Authority proposes a change i n the present workina condition on inter-project transfers, to the effect that an employee must be'at a project locat-ion no less than

18 months before he is eligible to request a transfer to
work location at another project or the central office.

The Union resists any such change, claiming that no necessity therefor has been shown. It is the Union's contention that employees who transfer between projects generally are long-service employees and that no real problem exists with short-service employees seeking to move from project to project.

The Authority's figures (Authority Exhibit No. 4A) show that the inter-project movement of employees in the three years 1970, 1971 and 1972 has ranged between 70 and 95 such transfers per year for employees having between 12 and 18 months of service.

The Panel does not have a frequency distribution by number of months for the intervals between 12 and 18 months of service, and so we do not know how many of the total of 255 transfers in the three years involved employees at 18 months, at 17 months, and so forth. The data before us are not sufficient to support the Authority's claim that at projects in "high-impact" areas or otherwise less desirable locations, there is a "revolving door" for staff, but it is clear that there has been a substantial number of transfers of relatively new employees.

The Panel believes it desirable to furnish some relief to the Authority on this issue. We recommend

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-nimum eligibility to



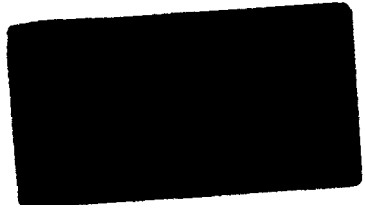
6. CONTRIBUTION TO VEL'

The Union pr9pc ah,nual.sum currentl
con of each covered employee the terms of secti
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The Union has
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The Authority is C current contrib
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bodies in certain other cities. The Authority also states that it is lacking data as to the precise nature of the improvements in benefits intended to be made by the Union. Further, the Authority opposes the proposed increase on the grounds of the added cost involved, arguing that this is a significant economic issue because of the total amount that would be added to the Authority's other contract costs in each of the three years of the new contract.

The Impasse Panel has reviewed the data available to it in the record on this issue and finds that more details are required if it is to make an accurate evaluation and a confident judgment on this issue. The Panel therefore defers a determination and recommendation on this issue until January 7, 1974, and requests that the Union promptly provide to the Panel and to the Authority a written statement of the detailed improvements in benefits contemplated to be made out of the proposed increase in contribution, as well as the projections of cost for each such new improvement and for those present benefits for which contributions for providing the benefits are scheduled to rise in order to meet past and prospective cost increases.

The Impasse Panel shall upon receipt of the data, analyze it and issue a supplementary Report and Recommendation* later than January 7, 1974.

7. MINIMUM DAILY OVERTIME FOR WEEKEND WORK

At present, weekend work at premium pay is regularly scheduled for some employees, and when so assigned they work six hours.

The Union demands that when an employee is regularly scheduled to work Saturdays, Sundays and/or holidays the employee shall be guaranteed a minimum of eight hours work at the applicable premium rate.

The Authority states that this matter should not even be before the Panel, contending that it is a management matter exclusively, not a mandatory subject for bargaining, and, as such, not subject to impasse panel resolution.

The Panel would be ready to make a recommendation on the merits only after it is advised by the Board of Collective Bargaining that the Panel has the authority to do so.

Arvid Anderson, the Chairman of the office of Collective Bargaining, has advised the Panel that the matter of the scope of bargaining aspect of the issue is one that requires formal presentation to the Board of Collective Bargaining by petition from the party raising the issue as to bargainability.

Accordingly, the Panel recommends that the parties, separately or jointly, place this matter before the Board of Collective Bargaining in a petition addressed to the Chairman of the Office of Collective Bargaining.

The Panel retains jurisdiction over this issue, without prejudice to the parties, pending determination of the petition by the Board of Collective Bargaining. Further consideration and action on the merits of this item will be taken by the Panel only when and if it is authorized to do so by the Board of Collective Bargaining.

8. ALTERNATE, BENEFIT FOR UNIMPLEMENTED PENSION BENEFIT

The Union proposes that the Panel recommend implementation by the Authority of the recommendations issued on January 29, 1973 by the Impartial Members of the Board of Collective Bargaining in the matter of an alternative benefit to replace the pension revision agreed to by the parties but not authorized by an appropriate enabling action of the New York State Legislature. The Union seeks the introduction of the alternative benefit effective as of the date and under the conditions specified in the OCB Recommendations,

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with effect calling upon the Authority to adopt those Recommendations-- something the Authority has not done since their promulgation.

The Authority advises the Panel that it will not accept any recommendation on the alternate benefit-- in the form of a severance pay plan or in any other form --and that it will oppose any effort to compel Authority acceptance of a "pension substitute" because the Authority is opposed to the idea of an alternate benefit both on the grounds of principle and on the grounds of cost. 31 -

Because this very issue is one this Panel to be before the Board of Col in the form of a Challenge by the City o .employer, in a contract dispute with ano in an impasse proceeding before another I made informal inquiry of the Chairman of lective Bargaining as to the Panel's aut~ this issue on its merits. We were advise communicated to the parties during the he. issue is indeed still pending before the Panel does not have the authority to hear merits at this time and until the Board mz on such aspects of '%-.he issue, among others the matter is bargainable in whole or in

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forms, given the present State statut bargaining. We were also advised that the other contract dispute, the panel there in,, Board'of Collectiv`e Bargaining were'all ai-,, tion of the issues in that contract dispute 1974.

Accordingly, we recommend that eitl parties proinpl'--ly put this issue before the Bargaining in a suitable petition, so as to the parties a full opportunity to make a det

on the procedural aspects of the issue. ile recorriz--iiend
this course of action with the assurance that it will be held
open by this Panel? without prejudice to the parties on the
merits, for such determination by this Panel as may be per-
mitted and required after the Board of Collective Bargaining
decides what aspects of the issue are properly within the
purview of the Panel. In the interim, the Panel will retain
technical jurisdiction over this issue.

FEDERAL STABILIZATION REGULATICNE

Based on the presentations of the parties to -t-he Panel
on those eccno.-nic issues they were unable to resolve in direct
negotiation, the Panel has no reason to believe that its
Recorrinendations on these issues are inconsistent -v.Ti-th the
Federal pay-control guidelines. Needless to say, it is beyond the
Impasse Panel's authority to relieve or affect any obligation
either of the parties may have to comply with applicable Federal
stabilization law and regulations pertalning to matters covered
by economic p'rovisions of a contract settlement.

SUMMARY OF RECOMMENDATIONS

The Impasse Panel urges prompt acceptance by the Authority and the Union of the Recommendations set forth in this Report in the best interests of the employees, the tenants and the general public. The Panel's unanimous Recommendations are briefly summarized as follows:

1. Guaranteed Minimum Salary increase

That there be granted to Housing Caretakers a guaranteed minimum annual pay increase of \$600 effective as of January 1, 1974; with this same dollar amount granted as an additional pay increase effective as of January 1, 1975; and with a further increase by this same dollar amount effective as of January 1, 1976.

That there be granted to employees in all other job classifications a guaranteed minimum annual pay increase of 6% of the maximum pay rate prevailing for each job classification on December 31, 1973, effective as of January 1, 1974; with the same dollar amount granted as an additional pay increase effective as of January 1, 1975; and with a further increase by the same dollar amount effective as of January 1, 1976.

2. Cost-of-Living Pay Escalator

That there be no inclusion in the new contract of a provision for automatic pay increases tied to advances in the Consumer Price Index.

3. Daily Hours Schedules and Lunch Periods

That there be no changes in the daily hours schedules and lunch periods.

4. Intra-Project Job Picks

That there be no changes in the present practice for filling intra-project vacancies or for the assignment to jobs within a project.

5. Inter-Project Transfers

That an employee must be at a project location no less than 15 months to be eligible to request a transfer to a work location at another project or to the central office.

6. Contribution to Welfare Fund

That the Union promptly provide to the Panel and to the Authority a written statement of the detailed improvements in benefits contemplated to be provided with the proposed increase in contribution as well as projections of cost for such improvements and for anticipated

anticipated increases in costs of present benefits. Upon receipt of this information, the Panel will issue a supplementary Report and Recommendation dealing with this item, no later than January 7, 1974.

7. Minimum Daily Overtime for Weekend Work

That either or both of the parties place this matter before the Board of Collective Bargaining for determination as to

the issue of its being subject to bargaining and impasse proceedings. If the ECB finds that it is, the Panel will consider this issue on its merits and will make a

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-finding and Recommendation in a supplemental Report.

8. Alternate Benefit for Unimplemented Pension Definition

That either or both of the parties promptly put this issue before the Board of Collective Bargaining. The Panel will hold this issue open for such determination as may be permitted and required after the BCB decides what aspects of the issue are properly within the jurisdiction of the Panel.

/s/ Walter L. Eisenberg
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Walter L. Eisenberg, Chairman
December 31, 1973

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/s/ Eva Robins
Eva Robins