Office of Collective Bargaining
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In the Matter of the Impasse

between

THE CITY OF NEW YORK

and

DISTRICT I-PCD, MARINE ENGINEERS
BENEFICIAL ASSOCIATION

Case No. I-112-74
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REPORT AND RECOMMENDATIONS
OF
IMPASSE PANEL

On July 22, 1974, the Office of Collective Bargaining designated Benjamin H. Wolf, as Chairman, Monroe Berkowitz and John E. Sands as the Impasse Panel to hear and make report and recommendations in the current dispute between the City of New York and District l-PCD, Marine Engineers Beneficial Association (MEBA).

On July 30, 1974, the City submitted to the Board of Collective Bargaining certain issues which it argued were not mandatory subjects of bargaining. On September 24, 1974 0 the City filed. a motion before the Board of Collective Bargaining to stay the proceedings before the Impasse Panel. On October 10, 1974, the BCB denied the City's motion and ordered the Impasse Panel to proceed with its hearings on those matters then before it on which there was no dispute as to bargainability. The BCB also provided that, absent the consent of both parties, Panel may not hear arguments on or make any determination on matters the bargainability of which has been challenged by the City until such time as the Board rules, and directed the Panel not to issue a report or recommendations on any issue Board ruled on the scope of bargaining questions which had been presented to it.

Hearings in the Impasse Proceeding were held in conformance with the conditions of the BCB order on November 18, 27, December 9, 1974, January 9, February 11, and February 25, 1975.

On February 6, 1975, the BCB issued its decision that the Union demands with reference to Article XIII, Section 2(d), Sick Leave, were within the mandatory scope of collective bargaining; and that the demands concerning Article II, Job Security; Article XIV, Section 3, New Vessels; Article XIV, Section 4, Job Bidding; Article XVI, Section 3, Union Representatives, were within the mandatory scope of collective bargaining under certain conditions set forth in the decision. The BCB further asked the parties to submit briefs on whether the withdrawal of Article XIV, Section 7, (provisional appointments) and Article XIV, Section 8, (temporary appointments) from further consideration by the Board should be permitted.

At the hearings the City was represented by Scott Forman, Associate Counsel, Office of Labor Relations, and A. J. Magnaldi, Assistant Director, OLR. MERA was represented by Joel Glanstein, its Counsel, and by Anthony DiMaggio, Director of New York Inland and Harbor Contracts. Various representatives of MEBA and the City also attended from time to time.

The dispute is concerned with the successor to the agreement between the parties which expired August 31, 1973. The bargaining unit consists of about 1.40 licensed officers in the Department of Marine and Aviation employed in the following titles: Captain/Pilot, Assistant Captain, Hate, Chief Marine Engineer and Marine Engineer. The City operates five ferries on the run between Staten Island and Manhattan and one from City Island to Hart Island. The members of the bargaining unit are employed in supervisory capacities on those ferries with one exception, a Mate who works in the Economic Development Administration. He is in charge of the equipment used for pumping and maintenance of the floating equipment.

Before MEBA became their bargaining representative, the licensed officers were represented by Local 333, United Marine Division, which at present represents the deck hands, stokers, oilers, water tenders and ferry terminal supervisors employed by the City as well as the licensed and unlicensed employees of the private employers in the New York City harbor.

Following are the issues, our recommendations and the reasons for them:

1. Duration

Both sides agree an a three year contract ft September 1, 1973, to August 31, 1976.

2. Wages

The principal issue is a wage increase. The City contends that the wages of this bargaining unit have depended on what was paid to other marine employees in both the public and private sector which it calls the "harbor pattern." The City states that the current harbor pattern is zero for the first year, seven percent for the second and seven percent for the third .

The Union made three wage demands: The original demand was to increase wages 15 percent the first year, 10 percent the second and 10 percent the third. During the course of the hearings, the Union stated that it would accept its conception of the harbor pattern which it described as 9.1 percent*, seven percent, and seven percent for each year respectively. As a third alternative, it offered to settle for a cost of living increase in each of the years plus a meal allowance of $3.90 per day.

There is no doubt that the wages of the licensed ferry officers have been related to the wages in the harbor ever since the first collective bargaining settlement for marine titles in 1955. City employees

*This was MEBA's estimate of the cash value of a pension improvement. The City estimated it at 6.6 percent.

demanded and received the same wage increases as those given to their counterparts in the private sector, despite the fact that the fringe benefits the City employees enjoyed were far greater than in the private sector. If credit had been given for the fringes, the City employees would not have received equal increases in wages. In the main, City marine employees have followed the private sector employees without regard to changes in fringe benefits except where the private sector fringe benefit was unique to the operation such as in the case of a differential for operating radio telephones.

The history of the relationship between City and private sector wages is one of close comparability. It begins with the harbor settlement in 1957 of 11 per cent for each year of a two year contract. The same was granted to the City employees together with a wage evaluation adjustment recommended In a study known as the Saunders-Massimo Report. This report came as a result of a joint request by the City and Local 3330 It compared working conditions and responsibilities of tugboats, ferry boats and sludge boats. It showed that the ferry boat personnel were entitled to more than the others and its recommendations adjusted any wage inequity between City and private sector jobs.

In 1959 and 1960, the harbor agreement called for 20 cents and ten cents per hour respectively. The City employees received identical increases.

The 1961 to 1964 harbor agreement provided increases of eight per-cent, four percent and a cost of living adjustment of 1.25 per cent in each respective year. The New York City agreement was the same except that the assistant captain received a wage adjustment of $135 a year effective July 1, 1961.

The 1964 to 1967 harbor agreement provided for 20 cents, 15 cents and 15 cents hourly rate increases In each respective year. The ferry boat agreement provided exactly the same.

The July 1967 to 1970 harbor agreement provided for the reduction from 40 hours to 30 hours with no increases in wages or fringes in the second
and third years of the contract. It was followed in the ferry boat agreement except that the adjustment was made effective July 1, 1967. The crews on the sludge boats elected not to accept the 30 hour week but to continue as previously. This resulted in their receiving an adjustment equivalent to 25 percent.

When the work week was reduced from 40 to 30 hours, the hourly rates under the 30 hour week were the same as the hourly rate for the 40 hour week. The same was true for overtime rates. In the subsequent contract period an adjustment was made to change the 30 hour rate to its true rate. This meant that the hourly rate applied to the 30 hour week had to be increased by 33 1/3 percent before the percentage increases of 20, ten and ten in the 1970-1972 contract were applied.

Although the marine employees of the City received 20, ten and ten percent increases during the Wage Stabilization period, no other City employee received any increase comparable.

The current harbor agreement which provides zero, seven and seven percent for the period April 1, 1973, to March 31, 1976, has been accepted by the Union representing the City non-licensed ferry employees, sludge boat officers and man ane other City marine employees. Some individual sludge boat employees have refused to sign individual agreements but this has not changed the collective agreement which follows the harbor pattern.

While MEBA showed some minor variations, the evidence is overwhelming that the licensed ferry officers' wages were governed by the wage increases in the harbor agreements. The question presented is whether the Panel should recommend a departure from the pattern. It is our opinion that we should not. The ferry officers have reaped benefits from the harbor settlements when they were far in excess of what other City employees

received. It is fitting that they stay with the pattern when it is less.

MEBA's complaint is not directed against the harbor pattern as such, but only Against the first year of the three year agreement. It accepts the City's offer of seven and seven percent for the second and third year. MEBA would accept the first year as well if the improvement in pension negotiated in the private sector were translated into wages for it. We think this would be inappropriate because pension and other fringe benefits have never been part of the harbor pattern. Over the past 20 years, the City ferry officers received sharply increased pension benefits while the private sector employees received comparatively little. At no time did the City employees discount their wage demands to reflect the added pension benefits. They took the benefits of the harbor pattern and the fringes of City employees. It is only now that they want the harbor fringes.

MEBA does not bargain on pensions for the ferry officers. Pension and other fringe benefits that are City-wide in scope are bargained for by District Council 37. Hence, these benefits have never been considered part of the harbor pattern.

Moreover, previous harbor pension increases have never before been part of the harbor pattern affecting City employees. In 1957, 1959, 1960, 1961, 1962 and 1963, harbor employees received $1 per month in employer contributions to their pension fund. In 1964, 1965 and 1967, the increase was $7 per month, and in 1970 $20 per month. None of these increases were reflected in the City employees settlements. Their pension demands were satisfied in the City-wide negotiations. If the harbor pension improvements were made part of the harbor pattern, MEBA would get the benefit of two separate negotiations on pensions.

The differences between fringes enjoyed by City marine employees and the harbor employees show why fringes were not part of the harbor

pattern. City marine employees are paid an an annual basis, harbor employees are not. City employees have a guaranteed annual wage, harbor employees do not. City employees get paid sick leave, jury duty and funeral leave while harbor employees do not. City employees have a choice of health p1ans, harbor employees have no choice. City employees receive personal leave days and paid mayors days, harbor employees do not.

If we were to depart from the harbor pattern we would upset the relationship between the City ferry officers and the rest of the harbor, including more than 500 other City marine employees who have accepted the first year zero increase without equivalent compensation for the private sector pension increase. It might precipitate a demand by them as well as by the private sector employees for a comparable wage increase, despite the fact that their agreements are signed and scaled. The pressure might force the City to grant a similar increase to the Local 333 members. The only way to keep the harbor in equilibrium is to grant. MEBA only the harbor wage pattern.

We recognize the hardship in these days of double digit inflation of granting a zero increase but it is a zero increase only if the first year of the new agreement is isolated from past history and the balance of the three year contract. Since 1955, the annual rate for a captain increased 163.8 percent from $6590 for a 40-hour week to $17,387 for a 30-hour week. During the same period the Consumer Price Index increase only 68 percent. To keep pace with the CPI would risk a break in labor peace in the harbor. The record is that has fared far better than the cost of living.

MEBA sought to escape from the harbor pattern in 1970 but the recommendation of the Impasse Panel in that case did not grant it. Perhaps MEBA should not be bound forever to the harbor pattern but, in our opinion, this would be the wrong time to permit a change. The City is in serious financial condition.. Any undue increase in the cost of an

operation may force a reduction in service. The rumblings of a reduction in ferry service are already being heard. An increase for MA may mean lay-offs and the loss of jobs.

MBA argues that the City Labor Law has been changed since the last impasse proceeding and that the Panel is obligated to compare wages, hours, fringe benefits, conditions and characteristics of MEBA employees with those of other employees generally in public or private employment in New York City or comparable communities. We think we have done so and we find that the most comparable standard is that of the New York City harbor employees, that they were formally related to one another by the Saunders-Massimo Report, that they have closely followed each other for 20 years except for pension and other fringe benefits where the standard of comparison has been that of other City employees, a standard far superior to that of the harbor. We have been given no valid reason why we should recommend a departure from these heretofore accepted standards.

RECOMMENDATION

No wage increase for the first year. A seven per cent increase in wages effective September 1, 1974, and a further seven per cent increase on September 1, 1975.

3. Holidays

At present MEBA enjoys eight paid holidays and three non-paid holidays. It demands eleven paid holidays. All other City employees have eleven paid holidays. However, the difference arises because the ferry personnel work a four day week. No need for a change is indicated.

RECOMMENDATION

Denied.

4. Vacation

The Union asks 21 days vacation. It states that prior to the present agreement ferry boat personnel had 21 days vacation. When the employees were put on a four day work week, the City reduced the vacation to 17 working days. The rationale behind this change was that under the reduced work week the employees had the save number of calendar days off as vacation, although not the same number of working days. The Union contends that they should get 21 working days off-despite the change in the number of work days.

MEBA alleges that career and salary plan employees get 27 days off and that fire boat pilots and engineers who are not career and salary people get 27 working days off. However, MEBA concedes that it accepted 17 working days after the matter had gone to impasse. Nothing since the last impasse proceeding Justifies a change in the vacation allowance.

RECOMMENDATION

Denied.

5. Sewage Disposal

The Federal Environmental Protection Association has set up guidelines for disposing of raw sewage into New York harbor. Under its program equipment has been installed on one ferry boat to treat raw sewage, but it is not yet operative. MEBA states that when it becomes operable It will become an additional burden to the engineer for which he should be compensated at 40 cents an hour.

Victor Rossi, Director of the Bureau of Ferries, testified about the sewage treatment equipment. A prototype system has been installed on the John F. Kennedy, but it is not now operational. The equipment is fully automated and unless there is a malfunction, all the chief marine engineer has to do is push a button to turn it on. If there is a malfunction

an alarm will sound. The engineer's function would then be to turn the equipment off and to call for repairmen. The amount of time it would take the marine engineer to perform these duties was estimated at two minutes.

Testimony of a MEBA witness indicated that the actual time spent was 15 minutes in one hour and 15 minutes in another but it was during test runs. He could not estimate how long it would take when the plant became operational.

In our opinion, it is premature to assess whether the expected increase in duties or responsibility warrants a pay differential.

RECOMMENDATION

Denied.

6. Meal Allowance

MEBA asks for a meal allowance of $3.90 per day and alleges that the harbor agreement contains such an allowance. It asserts that there is no time off for meals on a ferryboat. At best, ferry boat personnel can purchase a hot dog or a hamburger or a can of soda. The City concedes that the harbor agreement provides a $3.90 meal allowance. It is a "grub money" allowance given to the crew to buy meals. However, crew men on ferry boats have never received a grub money allowance. The reason is that ferry boats tie up it the pier frequently and the men can get off for meals. Sludge boat employees get grub money because they do not tie up frequently.

While grub money is a proper part of the harbor pattern, it is appropriate only for crews whose boats do not tie up and who do not have access or opportunity to purchase meals. Ferry boats do tie up and their crews can purchase meals.

RECOMMENDATION

Denied.

7. Telephone Monitoring

MEBA's asks an additional 10 cents per hour for new telephone monitoring.
It states that at present the captain and assistant captain on a ferry receive an allowance for monitoring radios. Since the last agreement additional radios have been installed in the pilot houses of the vessels which adds an additional burden on the captain. It points out that when the first radio was installed the City paid the men 15 cents for this purpose.

An additional channel has recently been added to the radios an the boats as an aid to navigation which was required by the FCC and is monitored by the Coast Guard. The addition of this channel, however, did not increase the number of radios nor were any additional licenses required of those who might operate it. Hence, this demand should be denied.

RECOMMENDATION

Denied.

8. Uniform Allowance

MEBA asks an increase in uniform allowance to $150. The present agreement provides for $85. The Union submitted a price list from the Company that supplies uniforms showing that costs have risen sharply. The City offered no substantial rebuttal. We shall recommend the increase.

RECOMMENDATION

That the uniform allowance be increased to $150.

9. 25,000 Dollar Life Insurance (Line of Duty)

MEBA states that its members are the only ones in the City other than unlicensed ferry boat personnel that do not have a line of duty life insurance policy. MEBA submitted Personnel Order 28/71 in support of this demand. The Personnel Order applied cash payment on accidental death of employees and officials whose salaries are established under the Managerial Pay Plan and/or Executive Pay Plan. MEBA employees are not covered by

such plans.

However, All other City employees do have such insurance. This is a fringe benefit not related to the harbor pattern.

RECOMMENDATION

That a $25,000 life insurance(line of duty) policy be granted, similar to that given other City employees.

10. New Grievance Procedure to Include Discipline Cases

The Union urges a grievance procedure with terminal arbitration for discipline cases similar to that agreed upon by the City and District Council 37. MEBA stated that it would be willing to accept whatever the City has offered to other employees.

RECOMMENDATION

That this demand be granted.

11. Sick Leave Cumulative to 240 Days

At present licensed officers on the ferries can accumulate 180 days. MEBA alleges that employees under the career and salary plan have terminal leave on the basis of one day of leave for each two days of accumulated sick leave up to a maximum of 120 days. It alleges that its present limit of 180 days sick leave would only permit ferry personnel to receive 90 days terminal leave. It asks that the limit be increased to 240 days of accumulated sick leave so as to permit 120 days of terminal leave.

RECOMMENDATION

That this demand be granted.

12. Continuation of Beneficial Fund Coverage

MEBA asks that employees who have been separated from service

subsequent to June 30, 1970, and who were covered by MEBA City Employees' Beneficial Fund at the time of such separation pursuant to a separate agreement between the City and MBA. shall continue to be so covered on the same contributory basis an incumbent employees, and that contributions be made, for such time as said individuals remain primary beneficiaries of the N. Y. C. Hospital Insurance Program and are entitled to benefits paid for by the City through such program.

The City offered no substantial opposition to this demand.

RECOMMENDATION

That it be granted.

13.Contributions to Beneficial Fund

MEBA asks that the City's contribution to the MEBA-City Employees beneficial Fund be increased $50, i.e., to $300 an of January 1, 1974, and further increased $50, i.e., to $350 as of January 1, 1975.

The City offered no substantial reason not to grant this demand.

RECOMMENDATION

That this demand be granted.

City Demands

We have already referred to the fact that the City filed a petition with the Board Of C0110etive Bargaining alleging that it had not agreed to continue in the new contract certain provisions contained in its expired contract with MBA and that the Ba issued its decision thereon on February 6, 1975. Following are our recommendations an those provisions which the BCB found to be bargainable in whole or in part.

Article XIII, Section 2 (d) - Sick Leave

A verifying statement from the Licensed Officer's doctor shall not be required by the employer for sick claims of two (2)

> days or less. For claims of more than two (2) working days, the Licensed Officer must secure a verifying statement fro his doctor to support his claim. This statement should be sent in as soon as possible after the period of absence is over.

The City contends that Section 2 (d) be removed from the contract, and the following substituted:

> For claims of one or more working days the licensed officer must secure a verifying statement from his doctor to support his claim. This statement should be sent in as soon as possible after the period of absence is over.

The City introduced statistics which it claims supported its view that absences increased when its policy was changed from requiring doctors lines for one or more days absence to more than two days as required under Section 2 (d). While the statistics show that there was an increase In absenteeism, they are not conclusive as to the reason. The differences may have been coincidental in that they reflected an increased use of sick leave prior to retirement or may have been due to several long-term illnesses which inflated the figures. It is our view that before embarking on the change requested, the City should try to enforce the requirement of 2 (d) that doctors lines be furnished where an employee is chronically absent.

RECOMMENDATION

That Article 13, Section 2 (d) remain unchanged.

> Article II Job Security
>
> During the term of this agreement, the Employer will attempt to retain a11 per annum employees who hold positions by permanent appointment. If curtailment because of a reduced number of runs becomes necessary, the Employer will make every effort to re-employ such Employees in vacancies or to replace persons who have provisional

> appointments to positions for which such Employees are eligible, at the rates and working conditions prevailing in the department in which such Employees are re-employed. However, no such curtailment shall become effective without prior discussion with the Union.

The BCB held that a management decision to lay-off employees will result per se in a practical impact, and that this impact is immediately bargainable. In a subsequent exchange of letters between Arvid Anderson, Chairman of the Office of Collective Bargaining, and John T. Burnell, Director of the Office of Labor Relations, the decision of the BCB was held to mean the following:

> 1. The City is required to bargain with the Union on its demand for the inclusion of a provision requiring prior notice and discussion of a managerial decision to lay-off workers in the contract which the parties have been in the process of negotiating and which is now the subject of impasse proceedings.
>
> 2. Neither the demand of the Union nor the decision of the Board in this case involves reopening the contract for bargaining or impact bargaining on the inclusion of any such provision. In this matter, the Union demand was made in connection with bargaining for a new contract between the parties which expired on August 31, 1973.
>
> 3. As in all decisions an bargainability, the Board's decision that the particular demand here in question is bargainable is in no sense a determination as to the writ or lack of merit of the demand nor a ruling that it is or is not reasonable. The decision that a matter is bargainable does not even mean that the contract must include a provision related to that subject where a related demand has been made. Such a decision means only that the subject matter of the demand must be bargained at the demand of either party. The extent to which such subject is thereafter reflected in the contract between the parties is entirely

> referable to their respective bargaining efforts or to the ruling of an impasse panel based upon the respective presentations of the parties.
>
> 4. The decision does not in any way limit or restrict the City's right to layoff employees for lack of work.

In the light of this exchange the City proposed the following language be adopted with respect to the job security provision:

> During the term of this agreement, the employer will attempt to retain all per annum employees who hold positions by permanent appointment. If curtailment because of a reduced number of runs becomes necessary, no such curtailment shall become effective without prior discussion with the Union. Nothing contained herein shall be construed to in any manner limit or restrict the employer's right to layoff employees for lack of work or any other legitimate reason.

MEBA objected especially to the last sentence in the proposed provision. It argues that the parties are bound by the decision of the Board of Collective Bargaining and it is unnecessary to attempt to incorporate that language in the agreement.

We hold the inclusion of the proposed sentence would not change the obligations or the rights of the parties and might be subject to misconstruction since it is removed from the context of the rest of the decision of the BCB.

However, the BCB did find some conflict between the provision and the rights of laid off employees under the Civil Service Law, although it affirmed the right of the Union to bargain on the impact of a proposed lay-off before it is implemented. As the provision is now worded it raises the implication that the City is required to treat laid-off employees more preferably than required by law. The BCB, decision was that the obligation was only to bargain on the impact. In our opinion the provision we recommend is in accord with the BCB decision.

RECOMMENDATION

That Article II, Job Security, be changed as follows:

> During the term of this agreement, the employer will attempt to retain all per annum employees who hold positions by permanent appointment. If curtailment because of reduced number of runs becomes necessary, no such curtailment shall become effective without prior discussion with the Union.
>
> Article XXV, Section 3 - New Vessels
>
> In the event that the employer introduces newly designed vessels to the ferry service, the employer agrees to negotiate with the Union a manning scale, wages, working conditions and any other job problem that may arise with respect to such newly designed vessels. The foregoing is not to be construed as a reopening of this agreement in any respect covering licensed ferry officers employed on existing vessels.

The BCB decision on the City's petition to have this section declared not to be a subject for mandatory bargaining stated in part is as follows:

> However, the introduction of newly designed vessels, could, indeed, substantially alter the working conditions or job content of employees. MEBA's demand is directed to this foreseeable, although not specifically definable, occurrence. We hold that the demand in a mandatory subject of bargaining, but only to the extent that it would obligate the City to bargain on the wages and working conditions of personnel whose job duties have been changed substantially as a result of their assignment to newly introduced equipment of new design... The now vessel demand is mandatory therefore only insofar as it entitles the Union to reopen negotiations during the life of the agreement in order to bargain on mandatory subjects that have been substantially affected by the introduction of new or different equipment.

At the impasse proceeding, the City introduced no evidence other than the decision of the BCB. MEBA did consent to the deletion of reference to "a m3nning scale" and "any other job problem."

The existing provision under the constraints of the BCB decision is a practical resolution of the problem.

RECOMMENDATION

That Article XIV, Section 3, New Vessels be as follows:

> In the event that the employer introduces newly designed vessels to the ferry service, the employer agrees to negotiate with the Union wages and working conditions with respect to such newly assigned vessels. The foregoing is not to be construed as a reopening of this agreement in any respect covering licensed ferry officers employed on existing vessels.
>
> Article XIV, Section 4 - Job Bidding
>
> Per annum Licensed Officers shall have the right to bid for jobs on the basis of seniority. Such bid will be permanent for one year. Changes may be made before the expiration of the year by mutual consent of the Licensed Officers subject to prior approval by the Employer. Such approval shall not be unreasonably withheld.

The City proposes that this clause be changed to the following:

> Per annum Licensed Officer shall have the opportunity to bid for available job assignments on the basis of seniority. Such bid shall be subject to approval of the Deputy Administrator/Commissioner of Marine and Aviation or his representative, and will be permanent for one year. Change may be made before the expiration of the year by mutual consent of the Licensed Officers subject to prior approval by the aforementioned agency Head or his representative.
>
> Nothing continued herein shall be deemed to prevent the Employer from taking unilateral action in special circumstances in making job assignment without affording the opportunity to bid for seniority

> preference. Such special circumstances shall include, but are not limited to, alleged improper employee conduct or effective performance of employees assigned to inspection and law enforcement responsibilities.

At the BCB, the City referred to this contract provision as affecting the assignment of employees which it alleged is a management right. The only aspect of this Article the City conceded to be mandatorily bargainable was a definition of seniority.

MEBA argued that the concept of job bidding has been embodied as a practice under the parties' collective bargaining relationship for at least 20 years and is still recognized as such between the City and Local 333. MEBA alleged that the City's attempt to have this provision declared a permissive subject of bargaining was based on discriminatory motivation.

While the BCB found conflict between the requirements of Civil Service Law and contractual preference for seniority with respect to promotions, it held that the use of seniority in the making of assignments within a job title was a mandatory subject of bargaining. It further hold that the provision did not compel management to disregard the constitutional provisions mandating that appointments and promotions be based upon merit and fitness. It found that the provision assumed that all employees bidding for a job are licensed and qualified and stated that where employees' qualifications are equal it would introduce seniority as a criterion for assignment. The BCB found the provision to be a term and condition of employment subject to mandatory bargaining and in no way infringing on either the Civil Service Law or the New York City Collective Bargaining Law.

As interpreted by the BCB, the existing language affords the parties a practical solution to this condition of employment.

RECOMMENDATION

That the existing language of Article XIV, Section 4, be left unchanged.

Article XVI, Section 3, Union Representative

The parties announced that they have agreed on language covering this subject. The matter was, therefore, not considered by the Panel.

Article VIV, Section 7 (Provisional Appointments and Article XIV, Section 8 (Temporary Appointments)

MEBA stated it had relinquished any interest in having these provisions
continued in the agreement.

It is the Panel's understanding that there are no undecided appeals pending on issues between the parties. Hence an agreement that the Panel would recommend interim implementation of this Report and Recommendations pending resolution of the appeals need not be acted upon.

Dated, April 1975

Respectfully submitted

Benjamin H. Wolf, Chairman

Monroe Berkowitz, Member

John E. Sands, Member