

OFFICE OF COLLECTIVE BARGAINING

Case No. I-113-74

In the Matter of the Impasse between

LICENSED PRACTICAL NURSES
OF NEW YORK, INC.

(herein, the "Association")

-and-

THE CITY OF NEW YORK AND THE NEW YORK CITY
HEALTH AND HOSPITALS CORPORATION

(herein, the "City" or
"Employer")

OPINION AND
RECOMMENDATION
OF THE IMPASSE
PANEL.

Panel: Eva Robins

Appearances:

For the Association

Guazzo, Silagi and Craner, P.C., Counsel.
by Robert Silagi, Esq.

For the City

Robert Pick, Esq., Assistant Director of Lab. Rel.
Michael Davies, Associate Personnel Examiner

The parties hereto were unable to reach agreement on the terms of a collective bargaining agreement to succeed the agreement which has an expiration date of June 30, 1974. The Board of Collective Bargaining found conditions appropriate for the naming of an impasse panel, and the Office of Collective

Bargaining designated the undersigned to serve as an impasse panel, to hear and make recommendations for the terms of a successor agreement, as provided in the New York City Collective Bargaining Law.

Hearings were held on October 31, November 1 and November 6, 1974. In addition, with the consent of the parties, the Panel attempted, in a mediatory role, to assist the parties in reaching their own agreement, and a mediation conference was held on December 19, 1974 with Messrs. Silagi and Pick, as representatives of the parties, and at times with Michael Davies Associate Personnel Examiner for the City. Efforts were made at that conference to mediate the settlement of some or all of the open issues. Although the parties attempted to cooperate with the Panel in examining the issues in dispute and in attempting to reach agreement, they were unable to resolve any of the open issues. The Panel is persuaded that further mediatory efforts would not be productive.

The issues upon which the parties are unable to reach agreement are the following:

1. Wage increases for a two year contract effective from July 1, 1974 to and including June 30, 1976.
2. A cost of living provision.
3. Shift differential.
4. Increase in differentials for Department of Correction.
5. Provision for a differential for Licensed Practical Nurses (herein, LPN's) who work in the prison wards at Bellevue, Kings County and Elmhurst.

6. Increase in "responsibility pay."
7. Increase in uniform allowance.
8. Increase in tuition reimbursement.
9. Change in language on dues check-off.
10. Authorization for release of a full-time employee for Union functions.

The Association presented to the Arbitrator substantial economic data in support of its basic contentions that (1) present salary levels have suffered extreme erosion as a result of inflationary pressures and the employees represented here are entitled to be compensated for that change; (2) the work of LPN's is such as to warrant substantial change in the level of compensation; (3) there is no justification for the practice in the City of negotiating LPN pay levels with relationships to the pay levels of Aides and of Registered (Staff) Nurses, since such comparisons are automatic computations which fail to take into account the work and responsibility levels of the LPN's; (4) the contracts negotiated for LPN's by other unions with associations of employers in the private sector provide ample justification for increases of the levels sought here; and (5) the pay structure does not compensate employees for length of service or correct inequities, and efforts must be made to compress various levels of rates before the end of the contract so that there will be fewer paying rates and length of service will be taken into account.

1. The Wage Issue:

The collective bargaining agreement which has a June 30, 1974 expiration date provides for the following pay rates (Schedule "A" of Joint Exhibit 1):

<u>Effective 7/1/71</u>	<u>Effective 7/1/72</u>	<u>Effective 7/1/73</u>
		Appointment Rate: \$8,650
	Appointment Rate: \$8,300	8,900
Appointment Rate: \$7,800	8,400	9,000
8,000	8,650	9,300
8,200	8,900	9,600
8,450	9,200	9,950
8,750	9,500	10,300

The Association's proposed rate structure for the employees in this bargaining unit is as follows:

<u>Rate</u>	<u>Effective 7/1/74</u>	<u>Effective 7/1/75</u>
	<u>Increase To</u>	<u>Increase To</u>
	Hiring rate - 9,400	Hiring rate - 9,800
Hiring rate - 8,650	950	500
8,900	1,000	900
9,000	1,000	700
9,300	1,000	600
9,600	1,100	700
9,950	1,050	1,300
10,300	1,000	1,000
		700
		9,900
		10,500
		10,600
		10,600
		11,000
		12,000
		12,000
		12,000

As of June 30, 1974 there were 6 paying rates and a "hiring rate." The Association's proposal would increase that

number to 7 and a hiring, rate as of July 1, 1974 and decrease to 5 and a hiring rate as of July 1, 1975. The Association views the number of paying rates, and the hiring and pay practices which produced them, as the major source of the claimed inequities and inequalities of which it complains. There is no scale of pay rates with automatic movement based on length of service. Association Exhibit 13, the Association's offer as shown above, shows that of the 2,863 LPN's employed by the New York City Health & Hospitals Corporation, 1,113 are at the \$9,300 rate and cannot move from their present position in the random rate structure, regardless of the number of years they work, unless a start is made on the compression of rates.

Prior to the impasse panel hearings, in the direct negotiations between the parties, the City had offered a pay schedule to the Association which was rejected. The City again offered the same schedule at the hearing before the Panel. (Transcript of November 6, 1974 hearing.) Its August 7, 1974 proposal for pay changes is as follows:

<u>Rate Effective</u> <u>6/30/74</u>	<u>Effective 7/1/74</u>	<u>Effective 3/1/75</u>	<u>Effective 7/1/75</u>
	<u>Increase To</u>	<u>Increase To</u>	<u>Increase To</u>
	<u>App't.</u>	<u>App't.</u>	<u>App't.</u>
	<u>Rate:</u>	<u>Rate:</u>	<u>Rate:</u>
8,650	600 9,200	150 9,350	400 9,7
8,900	600 9,250	150 9,350	350 9,7
8,000	600 9,500	150 9,400	400 9,8
9,300	600 9,600	150 9,650	500 10,1
9,600	600 9,900	150 9,750	500 10,2
9,950	600 10,200	300 10,200	550 10,7
10,300	600 10,550	400 10,600	600 11,2
	600 10,900	350 10,900	600 11,5
	600 10,900	100 11,000	500 11,5

The City claims it is attempting to maintain a rational salary relationship among the three levels of nursing or related services Staff Nurses, Licensed Practical Nurses, and Aides. It offered in evidence the agreements negotiated with employee organizations covering Staff Nurses and Aides and points out that the offer made to the LPN's was fully consistent with the agreements reached with those bargaining units. Indeed, the City points out that settlements reached with those groups and with others have run at approximately 14% for two-year contracts and that where fringe benefits were improved, the costs of the improvements were deducted from the salary package and reduced the amount of the salary increase.

The City also referred to the financial crisis which has developed in the City and asks that nothing be done here which would in any way vary the basic settlement levels which have been patterns of settlement in the City.

In the opinion which follows the analysis of the position of the parties on the open issues, the Panel will review and analyze the arguments made and the basis for her judgment on the recommendations which will be made herein.

2. Cost of Living Adjustment

The City offered the same cost of living adjustment that it has agreed to in other contracts covering City employees. The

Association does not find that adjustment satisfactory and claims that it does not meet the basic need of remaining "whole" in a period of rapid inflation. Economic data and testimony offered by the Association points to the extreme rise in living costs in recent years and the projections for the future. It is argued from that data that, to remain in a relatively stable position, the employees must receive a more realistic cost-of-living adjustment than that proposed by the City. It asks for a 1% increase in pay rates for each 1% increase in the Consumer Price Index, adjusted quarterly.

The City's proposed cost-of-living adjustment is the same as that found in the contracts covering aides and staff nurses, and in other City contracts with Unions representing City employees. It provides a formula for a per annum cost-of-living adjustment effective April 1, 1976, for a March 1976/June 1975 comparison of the Consumer Price Index, New York-Northern New Jersey, not to become part of the pay rate (but to be used in computing pay for straight time). It also provides a formula for a lump sum payment covering the period from October 1, 1975 to March 31, 1976, and specifies the other conditions of its applicability. The City argues for uniformity in the application of cost of living for all the employees of the City, and the propriety of the employees in this bargaining unit receiving adjustments no greater than those received by other employees in related and unrelated groups of employees.

3. Differential

The expired agreement makes provision for shift differential pay to LPN's assigned to the performance of duties on the evening or night shift. That differential is \$1200. per annum (pro-rated). The Association asks that it be increased to \$1800, per year, on the ground that, in the expired agreement, the shift differential equaled approximately 15% of the \$7800, annual starting salary rate, and with a proposed new starting rate of \$9600, the same percentage application would produce \$1800.

The City opposes any change in the shift differential. It points out that no change was negotiated into the staff nurse or aide agreement, and that no justification has been shown for any increase in the annual shift differential. With the financial condition of the City, which the Panel is asked to note, the Employer argues that there is no rationale for spending money on increases in fringe benefits unless such increases come out of the salary package and are consistent with the benefits of comparative groups of employees.

4. Increase in Differential for Department of Correction

The expired agreement provides in Article 10, Section 4 (A), for a pro-rated annual differential of \$600, for an LPN

employed in a Department of Correction facility "while engaged in direct patient care on a continuing basis in that facility." The Association seeks an increase in the differential to \$750, per year. In its computation of the proposed annual amount, the Association employed the same method as in the computation of the shift differential proposal.

The City points out that it increased the prison differential in the Staff Nurse negotiations by \$150.00 per year, and that the cost of that item came out of the total cost package so that part of the percentage which would have gone into salary was used for the purchase of an increase in this benefit. The city is willing to do the same here -- that is, it is willing to allow the LPN's to increase the prison differential by \$150, per year, provided such amount comes out of the total cost package and reduces the amount of salary increases by a proportionate amount.

5. Prison Ward Differential - Bellevue, Kings County, Elmhurst

There is not now a differential for working in prison wards in hospitals. Some time ago, according to the City, there was an annual differential as to some hospital personnel but it was "bought back" and the basic salary rate was considered as incorporating any such differential. The Association seeks a \$750. differential in prison wards on the same basis as it seeks

a \$750 differential in Department of Correction facilities, as referred to in Item 4, above. The City claims there is no justification for any differential; that prison wards in hospitals are not like prison health assignments; that, in the hospitals, staff people move in and out of prison wards, whereas in the prisons the environment remains the same throughout the total assignment. Further, the City claims that Staff Nurses and Aides do not receive prison ward differentials and no justification has been shown for LPN's to receive it, on the basis of the nature of the assignment, on comparability, or on equity.

6. Increase in "Responsibility" Pay

The expired contract provides for \$2.75 per shift (or \$600 per year for those assigned on a regular full time basis), for LPN's as signed - as nurse-in-charge, or to the operating room, or as a scrub nurse in the delivery room (Article 10, Section 4 (C) of joint Exhibit 1). The Association asks that it be increased to \$3.50 per shift, \$750, on an annual basis. The Association computes this proposed increase in the same manner as it computes the proposed increase from \$600, to \$750, for the prison differential. The City opposes any increase, claiming that such moneys as may be available should be used for salary modification which has overall applicability rather than on fringe benefit improvement. Further, on a comparative basis, the City notes that in the recent

negotiations with staff nurses, no chance was made in the "in-charge." provision of that agreement.

7. Increase in Uniform Allowance

The present contract provision for uniform allowance is \$100, per annum. The Association, claiming increases in the cost of uniforms and related expenses, asks for \$150. per year for uniform allowance for LPN's. During their direct negotiation the City offered \$10, per annum increases in each of the two contract years. The Association did not accept that offer. The City points out that in its recent negotiations with the staff nurses the uniform allowances were increased from \$100, per annum to \$110, on July 1, 1974 and to \$120, on July 1, 1975. The aides, in their contract negotiations, also accepted \$10, per annum. increases in each year of a two year contract: from \$90, to \$100, on July 1, 1974 and to \$110, on July 1, 1975. The City argues that this is the maximum amount which should be allowed; that it maintains the traditional relationship in this benefit among the nursing categories; and that no justification has been shown for a greater increase.

8. Tuition Reimbursement

The tuition reimbursement provision of the expired agreement is \$250.00 per annum, with the conditions applicable

to such payment spelled out in the contract. The Association asks that the amount allowed be doubled to \$500.00 per year. The basis for the Association demand is described as the increased cost of educational courses at this time, and the expected cost of a program now being developed.

The City opposes this increase on the same grounds as it opposes other changes in fringe benefits at this time -- first on the basis of comparability, and second, on the ground that any moneys available should be allocated to salary in this period of financial difficulty in the City, and not to fringe improvement. Further, as to this fringe benefit, the City disputes that any need has been shown for it.

9. Dues Check-Off Language

10. Released Time

The City questions whether these demands of the Association are within the scope of the Impasse Panel's authority. It claims that in both cases, the demands do not constitute mandatory subjects of bargaining and may not be submitted to the Panel for review and recommendations. During, the hearings, after consultation with the Chairman and General Counsel of the Office of Collective Bargaining, the Panel advised the Association that if it wished to pursue the demands it should file with the Office of Collective Bargaining a request for an expedited decision on the

bargainability of either or both of the proposed contractual changes. If, as a result of that process, either or both of the proposals is considered within the Panel's jurisdiction, the Panel will issue her recommendations, it being her intent to retain jurisdiction for that limited purpose.

Analysis, Findings and Recommendations of the Impasse Panel

The Association seeks to support its proposed salary scale, with the amount of increase required to effectuate that scale, on the basis of the comparative and economic data it furnished to the Panel and on its arguments as to the equitable considerations which it claims are involved here. It makes comparisons with the negotiated agreements reached between associations representing hospitals in the private sectors in this area and the unions representing like bargaining units in those hospitals. It also argues strongly that rises in living costs which have occurred since the last contract was negotiated make it imperative that the employees here be made whole for the loss in real wages resulting from inflation.

The City asks that the level of pay changes in other units, which have formed a fairly consistent pattern in the City, be maintained; that the Panel take into account total compensation rather than item-by-item comparisons; and that the Panel not disturb the pay level relationships among the various nursing titles.

The New York City Collective Bargaining Law* provides that impasse panels shall consider, whether relevant, certain standards in making recommendations to the parties for the settlement of their contract disputes. Among the standards to be considered by panels are comparisons of wages, hours, fringe benefits, and the conditions and characteristics of employment, with those of other employees performing similar work in public or private employment; the overall compensation paid to employees; changes in the average consumer prices; the interest and welfare of the public; and other factors normally considered in determining wages, hours and fringe benefits.

The City has been going through a steadily worsening financial situation, resulting in part from precisely the same causes as have produced the Association's rationale for the salary proposals here. It is appropriate to take into account, in weighing the proposals of the parties and in developing a wage structure to recommend to the parties, the very troubled economic condition of the City, just as it is appropriate to take into account the effect of inflationary pressures on the pay rates of the City's employees.

The City's proposal is predicated on the pattern of

*Administrative Code, Chapter 54; Local Law 53-1967, as amended by Local Laws 1 & 2 of 1972; §1173-7.0,c,3(b).

settlements made with other unions and in other bargaining units, and on the maintenance of the wage relationship among Aide Licensed Practical Nurses, and Staff Nurses. The Association seeks to have the LPN negotiations and rate settlement based on an evaluation of the LPN job and its requirements, without being tied in any way to settlements made by other unions with the City for other bargaining units, whether in health care services or not. However, the Association does acknowledge that in prior impasse proceedings it has argued for an 85% ratio of LPN to Staff Nurse, if any ratio is appropriate. It repeats its argument for that ratio here. It acknowledges that the RN should have a "slight edge" over the LPN because the RN has additional responsibilities, but while it considers an even higher ratio justifiable, it seeks at least to maintain the ratio level which it claims has existed in the recent past.

The Association asks that the Panel consider, primarily the work and responsibility which is involved in the LPN job, the comparisons with LPN pay rates in private hospitals, and the necessity to compensate for the increase in living costs. The Association also asks that the Panel recognize what both the Association and the City have recognized in their offers that some effort must be made to at least begin "to correlate years of service with wages so we get rid of some of these horrible inequities where people who work for 20 years for wages earn just as much as people who c(a)me out of school six weeks ago."

The Panel is persuaded that the relationship of title

to title, within the City's nursing titles under collective bargaining, should be maintained to the extent that it is possible to do so. In a review of the pay levels from 1966 to 1973, the same relationship appears generally to have been maintained in both the Aide to LPN comparison, and in the LPN to RN comparison (City Exhibit 6). The ratio has varied only slightly from year to year, and a comparison of the minimums and maximums of the "range" of each title, from 1966 to June, 1974, shows a fairly consistent pattern of the title-to-title wage relationship. The Panel considers that this relationship is an appropriate factor to consider in arriving at a recommendation wage, rates, and is appropriate under the statutory standards under which the Panel functions.

There is no doubt but that the Consumer Price Index and other studies show that prices have been increasing at rates which place heavy burdens on low and middle income families. The Panel has reviewed carefully the data submitted by the parties, and the testimony offered in explanation of those data. She recognizes that the effect of the inflationary erosion has been that less of the improvement in wage levels reached in recent years may be considered as having gone toward raising the pay for the work -- the "improvement factor" going toward the upgrading of the job -- and more of that improvement in wage levels has had to go toward keeping pace with living costs. Nevertheless, she may not disregard the fact that as of June,

1974, when the Consumer Price Index showed an increase of 53.84 over the average of 100 for 1967 (Association Exhibit 3), minimum of the LPN wage schedule had shown an increase of 103.51, and the maximum had shown an increase of 93.2% during the same period (City Exhibit 6).

Too, the comparisons made by the Association with the rates in effect under current agreements between other unions and hospitals and nursing homes in the private sector, while of significance to the dispute here, do not take into account the total compensation comparisons, including fringe either not it has already been taken into account and may not again be considered by a panel in making comparisons between the private and the public sectors. It is not possible to make a clear arithmetic comparison data before the Panel, but certainly it must be recognized that in some very significant areas the City's fringe benefits exceed those of the private sector, and in other areas they do not. The Panel considers that item by item comparisons, while of some significance, do not furnish a complete picture. Absent a full comparison, it appears to the Panel that she must simply recognize that some benefits are present or greater in the public sector bargaining unit and are not present,

or are smaller, in the private sector units; and some benefits in private sector health care facilities are greater than those in the public sector. Certainly, it would not be appropriate to provide here for identical pay scales or benefits on those items which are lower, while leaving intact those which are higher.

From the testimony offered at the hearings it appears that a major problem relates to the claimed inequities, evidenced, according to the Association, by the some 1100 employees who are at the \$9300 rate, many of whom have longer service than some of the employees who receive higher pay rates. The Panel cannot find on the basis of the evidence before her that length of service, alone, is the element which must be considered in determining an appropriate scale of wages. However, she does find some justification for taking steps toward the eventual reduction of the inequities complained of. There appears to her to be value to a greater increase for the people at the \$9300 rate, to move them toward a closer relationship to other levels, while keeping within the cost limits found in other contracts. The Panel also finds value in the compression of the number of rate levels, since they appear to her to have no rational basis as they stand now. But compression is expensive. Thus, for both the purposes: compression, and moving the \$9300 people to a higher level, it becomes necessary to use the available funds, in the pay schedule, in a different manner than has been proposed by either the Association or the City.

The Panel considers that the amount of increase --

in terms of percentages and timing should be the same as was involved in other settlements within the City and particularly in the nursing titles. Her recommendations will so provide. In translating this into a pay scale, the Panel has net considered it to be possible to compress more extensively than is being recommended here. If it were done to a greater extent, several levels would have to receive little or no increase, and the Panel considers that this is inequitable. As will be seen in the recommendation made for a salary schedule, the limited compression provided and the larger movement of the sizeable group at \$9300, has required adjustment of the other levels. Succeeding contracts can make further inroads in developing a rational salary structure, but it cannot be done all in one contract and certainly not at a time when the City's financial situation is so troubled.¹

As to the hiring or appointment rate, the Panel will recommend that it be set at the lowest paying rate of the schedule

¹The Panel also notes the current series of articles in the New York Times regarding the adverse financial condition of the New York City Health and Hospitals Corporation, the employer of perhaps 80% of the employees in this unit. However sympathetic she may be to the argument advanced by the Association and however much she may recognize the hard work and contribution made by the LPN's to the health care services rendered by the City, she cannot consider that this is a time, when the principal employer is considered to be "bankrupt," to grant greater financial recognition to this unit of employees than has been negotiated elsewhere in the City.

for the applicable date. She considers that this will prevent future inequities and that it constitutes a form of compression which, for the last year of the contract, will produce only 6 paying rates inclusive of hiring rate in the recommended schedule, the number (if not the distribution) requested by the Association.

As to the cost of living adjustment to be provided in the agreement, the Panel considers that the provision offered by the City to the Staff Nurses and to the Aides, and accepted by them, should also be the provision incorporated into the LPN agreement, and she will so recommend. To do otherwise clearly would create new inequities.

The Panel has reviewed the demand for fringe benefits and considers that in some areas improvement is warranted, on the basis of comparability and equity. She does not believe that this is a time for new areas of, or substantial increases in, fringe benefits, or for diverting funds from the total salary package for the benefit of the few employees who might enjoy them. On this basis, she finds no justification shown for an increase in shift differentials. Neither the Aides nor the RN's negotiated or received any change in shift differentials in their recently negotiated contracts. There has been no showing of justification for an increase of 33-1/3% in the amount of the shift differential, nor is there any persuasive showing that there is inequity in the current shift differential provision.

The Correction Department differential was increased by \$150 per year in the Staff Nurse contract. The Association's

demand on this issue was for an increase in that amount, from \$600 to \$750 per annum. The Panel considers that the present dollar difference between the Staff Nurse rate and the LPN rate for this benefit is sufficient differentiation between the titles; she will therefore award the full \$150 increase in this benefit, effective as of July 1, 1974.

The Association's proposal for a new benefit, a differential for assignment to the prison wards at Bellevue, Kings County and Elmhurst is made on the basis that it is a substantially equivalent assignment to that in the Department of Correction. The Panel has been advised that there is a current matter in arbitration or other dispute settlement machinery dealing with this issue, for another group of employees. She considers that it would not be desirable for her to make a decision on this issue until after the current arbitration matter has been completed. The Panel therefore will retain jurisdiction over this proposal, and after the other matter has been concluded the parties may wish to explore it further before the Panel and she may thereafter wish to make recommendations on this issue.

On the issue of responsibility pay, it does not appear to the Panel that any justification has been shown for modification of the pay levels presently in effect. No evidence is before the Panel which would justify a change in the amount of "responsibility pay" either on a comparability or an equity basis.

The issue of uniform allowance, if handled in the same manner as other contracts for nursing title employees, would allow an additional \$10 in each of two years for this benefit. The Panel does not find that the 50% increase asked by the Association has been shown to be justified. She will recommend the uniform allowance increases as agreed upon in the other bargaining units.

The tuition reimbursement demand is for a 100% increase, from \$250 to \$500 per annum. The Panel recognizes that in the Staff Nurse contract tuition reimbursement was increased from \$425 to \$600 per year, but that the Staff Nurses took a lower pay increase to allow for this and other cost increases. Some of the comparative data offered indicates that in some contracts in the private sector tuition reimbursement is without limit for a specified number of courses. The Panel considers it desirable to encourage the employees in this and similar levels of work to acquire greater skills, but she does not consider it appropriate to diminish the amount of the salary increases by increasing tuition reimbursement payments as substantially as the Association has requested, or in the amount of the Staff Nurse increase. She will recommend that the contractual provision for tuition reimbursement increased by \$50 per annum, from \$250 to \$300, and to lessen the impact, that this change be effective as of July 1, 1975, the second

year of the contract.

As to the two matters on which scope of bargaining questions, and the Panel's jurisdiction, are to be submitted to the Board of Collective Bargaining for decision, the Panel will retain jurisdiction so that she may make a recommendation on either or both, if found by the BCB to be within the Panel's jurisdiction to do so.

Having considered the evidence, testimony and argument of the parties, the undersigned, as impasse panel in this matter, makes the following recommendations to the parties for the resolution of the issues open between them:

1. The following shall be the salary schedule for the title of LPN, for the two year contract beginning July 1, 1974:

<u>Rate as of</u> <u>6/30/74</u>	<u>Effective 7/1/74</u>		<u>Effective 3/1/75</u>		<u>Effective 7/1/75</u>	
	<u>Increase</u>	<u>To</u>	<u>Increase</u>	<u>To</u>	<u>Increase</u>	<u>To</u>
\$8,650	\$600	\$9,250*	\$150	\$9,400*	\$350	\$9,750*
8,900	600	9,500	150	9,650	450	10,100
9,000	600	9,600	150	9,750	450	10,200
9,300	600	9,900	350	10,250	575	10,825
9,600	600	10,200	300	10,500	550	11,050
9,950	600	10,550	325	10,875	600	11,475
10,300	600	10,900	100	11,000	475	11,475

*The "hiring" or "Appointment" rate shall be the lowest paying rate of the schedules listed above, i.e., \$9,250 as of 7/1/74, \$9,400 as of 3/1/75 and \$9,750 as of 7/1/75.

2. The cost-of-living adjustment shall be as in the agreements for the bargaining units of Aides and Staff Nurses.
3. There shall be no change in the shift differential provision of the agreement.
4. The provision of the agreement for differential for Correction Department shall be increased from \$600 to \$750 per annum, effective 7/1/74.

5. The Panel retains jurisdiction of the issue dealing with the demand for differential for employees who work in prison wards in Bellevue, Kings County and Elmhurst. When the current arbitration matter dealing with a similar issue for another bargaining unit has been concluded, the parties may wish to explore the issue further before the Panel, and she may thereafter wish to make recommendations on it.
6. There shall be no change in the contract provisions regarding "responsibility pay."
7. Uniform allowance shall be increased as follows:

Effective July 1, 1974: from \$100 to \$110 per annum.
Effective July 1, 1975: from \$110 to \$120 per annum.
8. Tuition Reimbursement: Effective July 1, 1975, contract provision for tuition reimbursement shall be increased from \$250 to \$300 per annum.
9. Check-off language) The Panel retains jurisdiction. If the proposals of the Association are
10. Released time) found by the Board of Collective Bargaining to be within the jurisdiction of the Panel to make recommendations, the Panel will make recommendations on either or both of the issues found to be within her jurisdiction.

New York, N. Y.
January 7, 1975

Eva Robins, Impasse Panel.