

Office of Collective Bargaining
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In the Matter of the Impasse

-between-

The City of New York

REPORT OF IMPASSE PANEL
In re: Case No. I-117-75

-and-

United Marine Division, Local 333
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BEFORE
ISRAEL BEN SCHEIBER, Impasse Panel

Appearances

FOR THE CITY

Scott Forman, Esq.
Al Magnaldi, Assistant Director,
Office of Labor Relations

FOR THE LOCAL

Newman & Schlau, Esqs.
by: Richard L. Herman, Esq.
Robert A. Fitch, Esq.
Joseph O'Hara, President, Local

STATEMENT AND ISSUE

After unsuccessful negotiations had been instituted by the parties on May 8, 1974, on January 22, 1975, counsel for the Local filed with the Director of Office of Collective Bargaining two requests, each for the appointment of an impasse panel, one of which involved the Marine Sounders' bargaining unit and dealt with the issue of salary inequities. The second involved the Ferry Agents and Supervising Ferry Agents, and presented a similar issue of salary inequities as well as certain other issues such as timely payment of overtime, physical plant conditions and vacation scheduling.

In both of these matters the parties requested that Israel Ben Scheider be appointed as the Impasse Agent, and thereafter, Israel Ben Scheider was appointed as the Impasse Panel to hear each of these matters.

At the outset of the first day's hearing, it became quickly apparent that the issue with which the parties were primarily concerned in each of the matters was that of equal pay or equal work. This issue had been brought up for discussion for some fifteen years past and through the five contracts

entered late between the parties during that period of time. In each of these prior contracts, the Local had been persuaded to accept conditions which were less than satisfactory to it with the promise that the City would do better in the future. Now, a rigid, uncompromising impasse appeared to have been reached on the issue of equal pay for equal work.

The first day, vis. January 28, 1975, was devoted to a presentation of the facts by the Local, after which the hearing was continued on March 5, 1975 at which time the Impasse Panel made separate inquiries of the parties as to whether they would be willing to have the Impasse Panel attempt to mediate their disputes, and on being assured by each of the parties that there would be no objection to such mediation, it was started and continued through the third hearing date, March 31, 1975.

The mediation then started at 10am and continued throughout that day until 3:30pm during which time several breakdowns in the mediation proceedings occurred. However, with some prodding by the Impasse Panel, the parties were finally able to come to a satisfactory compromise on the issues, the details of which are fully set forth on pages 114 through 119 in the transcript of March 31, 1975 and which, in the interest of brevity - that much neglected virtue, need not be here repeated. Suffice it to say, amongst other matters, it was agreed that "the term of the Ferry Agent agreement shall be effective and shall run from July 1, 1973 to June 30, 1976" and that the Marine Sounders' agreement "is for a two and a half-year contract commencing January 1, 1974 and expiring June 30, 1976."

As set forth in the transcript of March 31, 1975, it was also agreed that the Local would submit the facts and figures agreed to by it to its membership and recommend the acceptance thereof by the membership, and "that the offers made herein are made subject to their being incorporated in a contract to be drawn by the City of New York" and that the Impasse Panel will retain

jurisdiction of the matters herein settled until the contract is signed.

From a letter dated May 2, 1975, it appears that a letter dated April 11, 1975 from Capt. Joseph O'Hare indicates that the Ferry Agents and a result of the Impasse Panel's mediation efforts in this matter.

Of some interest too is the statement placed on the record by the attorney for the Local and agreed to by the Assistant Counsel for the Office of Labor Relations that this settlement could not have been accomplished without Mr. Scheider's cooperation and helplessness throughout the hearings. It also should be noted that thanks were expressed by the Impasse Panelist to, in particular, Capt. Joseph O'Hare, President of the Local, and to Richard L. Newman, Counsel for the Local, and to Mrs. Scott Forman, Assistant counsel for Office of Labor Relations and Al Magnaldi, Assistant Director of the Office of Labor Relations for a most outstanding job done by them which made it possible to work out a just and peaceful solution of the long pending, thorny problems involved in the issues presented by the parties to the Impasse Panel.

May 7, 1975

Israel Ben Scheider, Impasse Panel

STATE OF NEW YORK)
)ss
COUNTY OF NEW YORK)

On this day of May, 1975 before me personally came ISRAEL BEN SCHEIDER, to me known and known to me to be the individual described is and who executed the foregoing REPORT, and he duly acknowledged to me that executed the same.

Jane G. Akin, Notary Public

