

OFFICE OF COLLECTIVE BARGAINING

CASE NO. I-123-75

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In the Matter of the Impasse Panel Procedure

CITY OF NEW YORK, OFFICE OF LABOR RELATIONS

AND

LOCAL NO. 3, IBEW, AFL-CIO  
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Appearances

For the City of New York: Roy Watanabe, Attorney  
Monroe S. Wasch, Assistant  
Director of the Office of  
Labor Relations, City of  
New York

For the Union: Menagh, Trainor and Rothfeld  
Norman Rothfeld, Of Counsel

Background

The prior contract between the City of New York and Local No. 3, IBEW, AFL-CIO, covering approximately 196 employees in two titles, communications dispatchers and supervisory fire alarm dispatchers, expired on June 30, 1974. After several collective bargaining negotiating sessions the union filed a request for the appointment of an impasse panel on December 18, 1974. The request was held in abeyance to allow for settlement efforts aided by the Office of Collective Bargaining.

The City petitioned the Office of Collective Bargaining on April 7, 1975, contesting the bargainability of the union's demand dealing with layoffs, overtime premium pay, cash equivalent of subway cards and "banking of hours," and asked the Board to direct the union to clarify part of one of its demands dealing with classification. The union supports the bargainability of the issues.

The Board of Collective Bargaining issued Decision No. B-23-75, dated August 29, 1975, wherein it decided that the union's demands No. 1, 3 and 5 may be submitted by the parties to an impasse panel but that the other demands were not appropriate for submission to such a panel. I was

advised of my designation as a one-man impasse panel to hear and make report and recommendations in the dispute between the parties on September 11, 1975. On October 10, 1975, the union submitted papers in support of its motion for reconsideration relating to three of the demands. The City filed its reply opposing the union's motion on October 24, 1975. On November 5, 1975, the Board of Collective Bargaining denied the union's motion for reconsideration.

The first hearing in the case was held on January 20, 1976. Subsequent hearings were held on February 7 and February 24, 1976.

#### Union's Demands

The remaining demands submitted to the impasse panel are three in number. The first is for an increase of wages for the contract period effective July 1, 1974. The second demand is to eliminate the so-called promotional inequity relating to the salary relationships between the fire alarm dispatchers and the supervising fire alarm dispatchers. Incumbents in both job titles are paid salaries which lie within a range of rates derived from the old salary and progression plan. Since the ranges overlap, a supervisor may be paid less than a person he supervises. The union proposes that this inequity be abolished. The third request is that monies be paid to the fire alarm dispatchers and supervising fire alarm dispatchers to compensate them for the unilateral withdrawal of the practice of providing free subway transportation.

#### The Union's Position

##### The Task of the Dispatchers

The first witness presented by the union was David Rosenzweig who has worked as a fire alarm dispatcher

for seven years. He introduced photographs of the fire dispatchers at work (Union Exhibits 1A-K) to illustrate their varied tasks. Mr. Rosenzweig, emphasized the several skills which dispatchers must exercise in the discharge of the varied duties. Dispatchers must work closely with the line crews. The dispatcher is the one who initially finds circuit troubles and relays the information to the line crews. Dispatchers monitor the diesel generators which must be available in case of a power failure. Fire alarm dispatchers use various modes of communications: radio, telephone, and more sophisticated electronic systems. It is their function to receive the information and then to dispatch the appropriate equipment to the correct locations. Such a task requires familiarity with the geography of the City and the location of fire boxes.

It was Rosenzweig's testimony that in 1968, on the average, each of the 196 dispatchers handled 1,158 alarms. In contrast, in 1974, 163 dispatchers handled, on the average, 2,153 alarms, and in 1975, 162 dispatchers handled, on the average, 2,469 alarms each. According to Mr. Rosenzweig, the increased workload has interfered with fire dispatchers taking time off to eat a meal at lunch, and during times of peak fire traffic, they may not have time for any meal breaks or even any coffee breaks.

The City is experimenting with various types of equipment, including emergency reporting systems which inevitably have difficulties in their early stages. The fire alarm dispatchers must be competent to cope with these problems. The burden of Mr. Rosenzweig's testimony in this regard was that the work is becoming more technical, the equipment more complex, and in the future each fire alarm dispatcher will be required to

have greater knowledge of such equipment and to work at a higher level of skill and with a higher degree of sophistication.

#### The General Wage Issue

Phillip Rondinelli, fire alarm dispatcher, working for nine years at that task for the City of New York presented data (Union Exhibit 11) showing the wages that were paid as of November 1974. These indicate a range of rates being for fire dispatchers from \$9,800 a year rate paid to 20 of the 165 dispatchers, to a top rate of \$13,470 paid to one dispatcher. The supervisors received a range of rates from \$12,600 a year paid to three dispatchers to \$15,850 a year paid to one dispatcher. There were 31 supervising dispatchers as of the date of exhibit.

Union Exhibit 12, presented by witness Rondinelli, showed the demands made by the union. The increases asked for range from \$1,100 per year for those dispatchers with less than one year of service as of July 1, 1975, to \$2,500 to be paid to dispatchers with more than four years of service. Over a two-year period the requested change would bring all of the dispatchers within a range of rates from \$12,000 to \$17,000 in six different classes.

The supervising fire alarm dispatchers would receive wage increases ranging from \$2,500 to more than \$3,400 in the first year, and over a two-year period, the requested increases would bring their range from the minimum of \$17,500 to a maximum of \$20,000, also in six different wage intervals. Progression through these rates ranges would be in accordance with an automatic progression plan similar to the progression under the old career and salary plan.

Rondinelli compared the average salaries of the fire dispatchers (Union Exhibit 13) and the supervising fire alarm dispatchers (Union Exhibit 14) in New York and 18 other cities.

Later in the proceedings, this exhibit was amended when the union sought further substantiating information from each of these cities (Union Exhibit 22). The average 1976 salary figure for New York for the fire dispatchers was computed at \$11,467.47. The cities which were at all comparable among the thirteen on the exhibit were Cincinnati and St. Louis. All other cities listed showed a higher average salary for the fire dispatchers.

Much the same picture emerged in a comparison of the salaries paid to supervising fire dispatchers, with New York occupying the category of the lowest average salary with Cincinnati, Annapolis, Washington, differing by less than \$1,000 and other cities such as San Francisco, San Diego, Cleveland, Chicago, Boston, and Baltimore all showing higher salaries.

Mr. Robert Wilgus testified to certain exhibits which he had prepared showing the rise in the number of alarms transmitted over the years in comparison with salaries paid to dispatchers in several cities.

#### Promotional Inequity

Stephen L. Klein, a supervising fire alarm dispatcher, earning \$12,600 testified that he supervised people who were earning salaries higher than his. In his supervisory function he is called upon to make all decisions, issue directives and orders concerning the receipt of alarms and signals and dispatches to fire apparatus (Transcript, page 187). Normally, there is one supervisor per shift per location, supervising anywhere from five to eight fire alarm dispatchers. The supervisor must understand the electrical equipment, know what can go wrong, he must observe and supervise the work of dispatchers, direct troubleshooters, and schedule the work of the dispatchers. Ordinarily, no higher supervisor location, and, if necessary, such higher supervision must be reached by phone.

Mr. Richard Sheirer, supervising fire alarm dispatcher also testified as to the duties of someone in that position. The supervisor is responsible for the cleanliness and security of the building, he must check security internally and externally, coordinate the work of all the men and assign them to positions where they can work at their maximum effectiveness. He also testified that men he supervised were making higher salaries than he was.

#### Subway Privileges

Mr. Anthony LaBella, a fire alarm dispatcher, working in that title since 1970 testified as to the withdrawal of the free subway privileges. Until March 1, 1974, he was permitted to ride the New York subways free as part of privileges associated with his employment as a fire dispatcher. On March 1, 1974, an order issued by the Fire Commissioner, distributed throughout the department, prohibited the free use of the subways. At the time, the subway fare was 35 cents and later (September 1, 1975) it was raised to 50 cents. The witness testified that, based upon his present subway fares, he is losing approximately \$219 per year by being forced to pay subway fares.

In further support of its position as to the demand for a cash payment in lieu of the subway privileges, the union called as its witness Bernard McPartland, chief of operations, Division of Fire Communications of the Fire Department of New York City. He testified that the matter of withdrawal of transportation privileges was not discussed during the negotiations for the agreement that took place in 1972-73 leading to the contract which expired on June 30, 1974. McPartland testified that after March 1974, incumbents in certain civilian positions within the Fire Department, including fire dispatchers, were no longer allowed to use their official badge to ride on public transit (Transcript, page 178). However, certain

civilian titles within the Fire Department continued to receive transportation privileges until September 1975 when the privilege was withdrawn for all civilian employees.

### Union Summary

The union argued that if the City's financial difficulties are to be taken into account in determining what an equitable wage should be, then the union, in effect, is not having its day in court (Transcript, page 509). The union's position is that the impasse panel must divorce its consideration of what an equitable increase for these men should be from the consideration of what effect, if any, such an increase would have on the financial crisis. In short, first the impasse panel ought to consider what the appropriate salary should be, and then what effect, if any, the City's financial situation should have upon that increase.

According to the union, a wage increase is justified on the basis of the increase in the cost of living, but more than that, at the expiration of the prior contract there already existed a substantially inequitable situation. Merely keeping pace with the cost of living would not correct that inequity, so that even if some account is taken of the cost of living, the situation of the inequity must be considered separate and apart. The increase in the number of alarms in New York City and the higher wage rates paid elsewhere justify an increase for this group of people.

The overlapping wage classifications between the fire alarm dispatchers and supervising fire alarm dispatchers results in many dispatchers being paid more than their supervisors. The reasonable classification plan advanced by the union eliminates much of the inequity. Its series

of steps with groupings would be substantially in accord with many career and salary situations now prevailing.

Insofar as the subway issue is concerned, the blame for this cannot be put off on the Transit Authority. The directives cam from the Fire Department and clearly the Fire Department unilaterally withdrew free transportation privileges. Not all civilian employees were treated uniformly. The taking away during the term of the contract of a benefit which has a cash equivalent is not justified. It has never been done before in the history of New York. In September 1975, all nonuniform members of the fire department lost their subway and bus privileges, but it still was not predicated on any rational basis.

In addition, the salaries paid to the fire dispatchers are below the standards required to maintain healthful and decent living conditions, given the existing prices and the cost of living in the City of New York.

#### The City's Position

The City stresses that it is in the midst of the most severe financial crises in its history. In the seven-month period between December 1974 and July 1975, the City work-force was reduced by 18,500 employees. In June 1975, an unprecedented crisis budget was adopted, certain taxes were increased, and money was advanced to the City by the State. The Municipal Assistance Corporation was created to borrow on its own issue to provide necessary funds to assist the City's desperate financial condition. When default still seemed imminent, the City Council approved a wage freeze plan, effective approximately September 1975 when the state passed Chapter 868 creating an Emergency Financial Control Board and provided monies to finance the City government's operation through December 1, 1975. A three-year financial plan has been adopted with the approval of the Emergency Control Board mandating a balanced budget



by 1978. This requires substantial reactions in the current fiscal budget and additional reductions for the two years following.

According to the City, personnel costs comprise approximately 50% of the City's budget and therefore reduction in these costs are essential if the fiscal objectives are to be obtained. It is estimated that savings derived from the wage freeze and deferral agreements entered into pursuant to Section 10.2 of the Financial Emergency Act, Chapter 868, will amount to approximately \$65 million in wages for this fiscal year. Additional savings will be realized since no salary increases may be paid pursuant to any collective bargaining agreement during the period of financial emergency unless the Financial Emergency Control Board certifies that the collective bargaining representative has executed a wage deferral agreement which the Board deems to be an acceptable and appropriate contribution toward alleviation of the financial crisis of the City.

#### General Wage Issue

In its opening statement, the City set forth its position and asked that no wage increase be recommended for the period July 1, 1974, to June 30, 1975, and in light of the wage deferral legislation effective July 1, 1975, a zero increase also for the period July 1, 1975, through June 30, 1976. It asks that the union's demand for cash equivalents for the subway pass be denied. There is no budgetary provision for any benefits in contracts which were not settled prior to September 1975, and the Emergency Control Board legislation provides for no such increase.

Even had this financial emergency situation not existed, the standards under the New York City collective bargaining law would not justify any increase. The salary

presently earned by the dispatchers and supervisors are comparable to those earned by similar employees in other communities, and the earnings have far outdistanced the rise in the cost of living.

Mr. John Guertin, research analyst, New York City, Office of Labor Relations, testified as to the survey that he made of various jurisdictions throughout the country showing the salaries and hours worked, for titles equivalent to that of the New York City fire alarm dispatchers. This comparison summarized in City Exhibit 9 shows for the City of New York the minimum and maximum salaries for three titles, the fire alarm dispatcher, the supervising fire alarm dispatcher, and the chief fire alarm dispatcher. In addition, it shows salaries for what are alleged to be comparable titles for recent dates in 1975 and 1976 for Chicago, Los Angeles, Philadelphia, Detroit, Houston, Baltimore, Dallas, Washington, Indianapolis, Cleveland, Milwaukee, San Francisco, San Diego, San Antonio, Boston, Memphis, Columbus, St. Louis, Cincinnati, Phoenix, Rochester, Nassau County and Suffolk County.

In making these comparisons, the City adjusted the salaries to reflect that which would be paid on the basis of a 36.4 hour week such as is alleged to prevail in the City of New York. For example, the data show that in Los Angeles the titles cited work a 56 hours week so that the \$13,566 salary per year at a minimum for fire fighter 1 in Los Angeles is converted to \$8,818 based upon a 36.4 hour week. On the other hand, in Dallas, which is recorded as having a 30 hour week, the \$12,972 salary for the fire and rescue officer is increased to \$15,739.

City Exhibit 10 indicates whether the employees who are fire dispatchers are ever called upon to fight fires, whether they are civilians, their qualifications and whether they are called upon to dispatch ambulances, or engage in other types of activities. City Exhibit 11 contrasts the job descriptions of the employees cited with job descriptions or promotional requirements for the personnel in New York City.

In the opinion of City witness Guertin, the union made inappropriate comparisons (Union Exhibits 4 and 13) by choosing the wrong job titles for purposes of comparison.

Mr. Felix Cappadona, research analyst with the Office of Labor Relations, testified as to the methodology used in the survey and also as to the increase in the work load for the dispatchers. The burden of his testimony is that in 1965 the dispatchers handled one-half of an alarm per hour, in 1975 it increased to one and one-half alarms per hour over the 10 year period (City Exhibit 13).

In City Exhibit 14, the witness contrasted the alarms per man per hour in the cities which the union had picked out for comparative purposes. New York City's approximately one and one-half alarms per man per hour was at the middle of the range. Chicago, Detroit and Washington transmitted more than five alarms per man per hour whereas in cities such as San Diego, Indianapolis and Cleveland, the rate was less than one per man per hour. It was noted at the same time that those cities which dispatched a high number of alarms per man per hour also were responsible for the dispatching of ambulances. As union witness Rosenzweig testified, the data submitted by the union do not include the radio communications handled by the fire alarm dispatchers which may be comparable to the ambulance dispatching done in other cities. Also in the New York City situation, the number of alarms deal with initial alarms and the numbers may not take into account the necessity for subsequent communications in the same emergency.

### Subway Fares

With respect to the union's demand for the cash equivalent of subway passes, the City never provided free subway passes. The grant of such passes was the sole and exclusive province of the Transit Authority a non-Mayoral agency not subject to the control of the Mayor of the City of New York. The cash equivalent of subway passes is a new dimension presented for the first time to this factfinder. At present, no employee organization or employees who formerly rode the subway free receive the benefit of any cash equivalent. Such a demand is inappropriate in light of the City's deepening fiscal crisis and the policy guidelines of the Office of Labor Relations. It would break new ground and provide a benefit that has never been accorded to anyone. No civilian group has received a cash benefit as an alternative to receiving free transportation.

### Promotional Inequity

Insofar as the promotional inequity issue is concerned, overlapping rate ranges are not unusual in the City. Almost every contract involving civilian employees which involves promotional series of junior to senior to supervisor to principal has overlapping ranges (Transcript, page 439). It would work to the detriment of the senior members of the particular title classification to change since the only way to remove the overlap would be to hold the top of the range down artificially during bargaining while the minimum of the next higher title was artificially increased. Consequently, in many cases the parties have been content to let the overlapping ranges exist rather than award differential increases in order to eliminate them.

In summary the City concludes that the evidence shows that the fire dispatchers are not paid a wage which is inequitable in light of comparable wages paid elsewhere in light of cost of living comparisons and no wage increase is warranted at this time.

## Discussion and Findings

Section 1173-7.0.C(3)(b) of the Act sets forth criteria for the impasse panel to consider in making its recommendations for terms of settlement. These criteria are five in number. The first deals with certain comparisons, the second with the overall compensation paid to the employees, the third with cost of living, the fourth with the interest and welfare of the public and the fifth, such other factors as are normally and customarily considered in the determination of wages, hours, fringe benefits, and other working conditions in collective bargaining or in impasse panel proceedings.

A good part of the testimony at the hearing was taken up with the criteria which the impasse panel ought to use in making its recommendations. The union's position was that the merits of the case ought to be considered first, divorced from any consideration of the City's fiscal plight only after the primary issues are decided should there be some consideration of what ought to be done with these recommendations in light of the City's fiscal condition. Counsel for the union repeatedly urge the impasse panel to divorce these two aspects of the proceedings, one from another; to first make an independent judgement on the merits and then secondly a judgement which would take into consideration fiscal conditions.

I do not interpret the function of the impasse panel in quite this manner. I am to be governed by the criteria that are set forth under the law. No specific weighting of these criteria is provided in the law and insofar as the fiscal plight of this City is concerned, it must relate to criterion number four dealing with the interest and welfare of the public. The interest and the welfare of the public are intimately tied in with the budgetary situation of the City of New York. I recognize that we are dealing with a small collective bargaining unit, but care must be taken so as not to set precedents which will react against the interest and welfare of the public

in light of the fiscal situation of the City of New York. I do not believe I can divorce this criterion from the other criteria. Equally, with the other criteria, it forms one of the standards of judgment in this case. Equally, with the other criteria, it is one which must be used to judge the merits of the situation. The other criteria are no more or less scientific, no more or less important in formulating the final recommendation.

The first criterion deals with a comparison of the wages, hours, of the public employees involved with the wages of other employees performing similar work and other employees generally in public or private employment in New York City or comparable communities.

Under this important criterion, I must note that other employees in the City of New York have concluded collective bargaining agreements for the fiscal year 1974 and 1975 which have provided for certain wage adjustments. The fact that the fire dispatchers failed to conclude a contract prior to the time when the fiscal stringency of the City became apparent should not penalize them.

Such a conclusion involves consideration of the two criteria. The evidence is ample that New York City is suffering from a fiscal crisis of unparalleled and unprecedented proportions. The interest and welfare of the public is best served by minimizing any wage increases that ought to be given to any employees, but most particularly to wage increases that would unbalance relationships and act as a precedent for future demands in collective bargaining. However, at the same time, the criterion set forth in the law mandates a consideration of a comparison of the wages with that of other employees in New York City. The fact is that the bulk of the other employees have received some wage increases for the contract year beginning July 1, 1974,

and therefore the conclusion is that the fire dispatchers are entitled to some increase as well. Such an increase is in the nature of a catch-up and cannot unstablize any future relationships.

The first criterion also deals with the comparisons with other employees performing similar work in comparable communities. In this respect a great deal of evidence has been introduced by the parties. Both parties have introduced evidence showing the comparisons of the fire alarm dispatchers and the supervisors with other employees in other cities. The differences between exhibits presented by the City and the union relate to differences in the cities compared, and most particularly as to whether or not adjustments are made for differences in the hours worked.

It is clear that should the hours of work be increased in the City of New York, demands would certainly be made for an increase in yearly compensation. Some adjustment must be made in making the comparisons where annual salaries reflect the differences in hours worked. If leisure has any value to these employees at all, the fact that in one city, 56 hours constitute a work week and in another 36.4 hours must be taken into account.

When adjustments are made for the hours and when the appropriate adjustments are made to compare the titles involved, a comparison of wages paid with those paid in other cities does not show that any increase in wages is warranted. This is especially true when it is considered that some wage increase is necessary for these bargaining unit employees because of wage increases granted other employees in the City of New York and as will be shortly noted, we cannot be unmindful of the possible future increases in the cost of living. When adjustments are made to the salaries, New York does not lead the pack, but neither is it at the bottom. It occupies a middle position and in light of the other criteria, the comparisons criterion among cities by itself does not mandate any increase in wages.

There is, however, the comparability with other employees in the City of New York. A basic settlement pattern has developed out of a series of contract negotiations with representatives of large groups of City employees. That settlement involved an 8% first year pay increase and an added 6% second year pay increase, subject to certain limitations as far as the maximum amount of increase permitted. I am mindful of the fact that employees in this unit probably could have settled for wage increases of this magnitude earlier. The fact that the City has now taken a position that only zero increases are appropriate violates a basic equity criterion and the comparability criterion contained in the law. In addition, I note that a so called standard cost of living adjustment clause has been included in the bulk of other agreements. It should also be included in this collective bargaining agreement. The same comparability basis requires that at least this type of cost of living adjustment be given to these vital and essential employees.

Insofar as the promotional inequity issue is concerned the problem has plagued many different unions which represent titles in a promotional series whose rates overlap. It is unfortunate the parties themselves have not concluded in collective bargaining some method of at least minimizing this type of overlap. Obviously, the choices are many, but in light of the current fiscal constraints, the adjustments would have to be made within the overall guidelines justified by the pattern that has already developed.

Union Exhibit 11 contains information as to the distribution of employees in the several rates. Just to recapitulate for dispatchers it ranges from \$9,800 to \$13,470; whereas the supervisors begin at \$12,600. The basic overlap is contained in the first four steps of the supervisors' salary schedule. Thus an employee who is a supervisor



could earn as little as \$12,600 and have the person under him working making more than \$13,000. In spite of the fact that such situations are not unknown in the City of New York, it is certainly destructive of morale. Whatever can be done to compress these rates to eliminate such overlaps would be desirable.

Possibly some of this can be tied in with the remaining demand of the union which is for the reimbursement for loss of subway privileges. Apparently, there is no question that free rides have become a thing of the past for civilian employees. I find on the basis of the testimony that it was not the Fire Department which withdrew this or the Office of Labor Relations, but the withdrawal came from the Transit Authority in light of its reassessment of its fiscal position. There was a period of time, however, when the interpretation of the directive from the Transit Authority was to the disfavor of these employees at a time when other civilian employees continued to enjoy the privileges of the subway rides without direct cost to themselves. The fire dispatchers were denied the privilege from March 1974 to September 1975. Since September 1975, however, it was uniformly denied to all, and the finding must be that no continuing liability attaches in this regard. However, during the period of time when these employees were treated differently they suffered some loss and such factors might be taken into account in adjustment of their overall salary picture. I am not attempting an exact assessment of the worth of these privileges. Obviously, they were not utilized by all employees each day and consequently, the maximum value ought to be heavily discounted. However, in computing the salary that is due them under the comparability criteria with other City employees, some of this difference might be factored in so as to reduce the overlap.

Based upon distribution of the employees in the salary ranges June 30, 1974 (Union Exhibit 11), an 8% increase for the fire alarm dispatchers for the year beginning July 1, 1974, would amount to \$924 and a 6% increase for the year beginning July 1, 1975, would amount to \$748 on a compounded basis. Making the comparable calculations for the supervising fire alarm dispatchers, it would be \$1,118 for the first year and \$905 for the second year. On an average basis, it would be \$954 for both the fire alarm dispatchers and the supervisors for the first year and \$773 for the second.

However, such calculations are premised upon a particular distribution of employees as of June 30, 1974. If the employees were distributed equally among the 12 salary steps, an 8% first year across-the-board increase for the fire dispatchers would amount to \$957 and the 6% increase for the second year would be \$770. If the 8% were calculated not as an across-the-board increase but on the basis of the individual step rates, the 8% increase would range from \$784 to \$1,078.

Under all the circumstances, an increase somewhat greater than the 8% and 6% may be justified on the grounds of factoring in any inequity arising from the subway privileges issue, plus the desire to eliminate as much as possible the promotional inequity. There would certainly be no warrant for returning to the old career and salary plan which provided for a progression of rates. Such a plan has been supplanted by the collective bargaining negotiations and should be changed through the process of collective bargaining and not through an impasse panel recommendation. However, it is possible to eliminate some of the overlap by cutting off some of the lower rates of the supervisory fire dispatcher's salary schedule and by awarding an across the board increase of an approximately 8% amount adjusted only to take into

account the withdrawal of subway privileges by some small amount. Accordingly, the recommendation will be for a first year across-the-board increase of \$950 for the fire alarm dispatchers and \$1,100 for the supervising fire alarm dispatchers and an increase in the second year of \$750 for the dispatchers and \$900 for the supervisors which is approximately a 6% increase on a compounded basis. The minimum salary for the fire alarm dispatcher as of July 1, 1975, would be \$11,500 and the maximum salary would be \$15,170.

When it comes to the salary schedule for the supervisors I note that there are very small differences of \$100 per year in each of the first three steps. There is then a break of \$540. As a minimum, and in an attempt to eliminate a portion of the promotional inequities, I propose that the first three steps be consolidated with the fourth step so that the minimum rate for the supervisors as of July 1, 1975, would be \$15,340. Such a salary would still be below the very top rate of the fire alarm dispatchers but it would at least partially solve some of the inequity problems. The persons now on the first three steps would receive as of July 1, 1975, whatever increase would be necessary to bring them up to the minimum level and in no case would they receive less than the \$1,100 first year increase and the \$900 second year increase.

In addition, based upon the comparability criteria, the standard cost of living clause will be recommended. Such recommendations are well within the spirit of the 8% and the 6% guidelines and yet interpreted in a way and to make a modest step toward eliminating the overlap in the two categories.

Recommendations

1. The fire alarm dispatchers shall be granted an increase of \$950 per year effective July 1, 1974, and an increase of \$750 effective July 1, 1975. The minimum and maximum should be adjusted so as to reflect such increases.

2. The supervising fire alarm dispatchers shall be granted an increase of \$1, 100 per year effective July 1, 1974 and an increase of \$900 per year effective July 1, 1975.

3. To take a step toward eliminating the overlap between the salary schedules, the minimum salary of the supervising fire alarm dispatchers, as of July 1, 1975, shall be \$15,340 and the maximum salary shall be \$17,850. In addition to the salary increases of \$1,100 plus \$900, any supervising fire alarm dispatcher whose yearly salary is less than the minimum shall be adjusted so as to bring his salary up to that minimum effective as of July 1, 1975.

4. The standard cost of living adjustment incorporated in other contracts for bargaining units in the City of New York shall be applicable for the contract year beginning July 1, 1975.

5. These salary adjustments, the increases in salaries for minimum and maximum and the cost of living adjustment shall be incorporated in agreements between the parties and shall be subject to implementation in a manner and to the extent permitted by applicable law.

May 3, 1976

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Monroe Berkowitz, Arbitrator

STATE OF NEW JERSEY)

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COUNTY OF SOMERSET

BE IT REMEMBERED, that on this 3rd day of May, in the year of our Lord One Thousand Nine Hundred and Seventy-Six, before me the Subscriber, a Notary Public, personally appeared Monroe Berkowitz, who, I am satisfied, is the Arbitrator mentioned in the within instrument, to whom I first made known the contents thereof, and thereupon he first acknowledged that he signed, sealed, and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.