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In the Matter of the Impasse between  
THE CITY OF NEW YORK

FINDINGS OF FACTS

AND

RECOMMENDATIONS

AND

DISTRICT COUNCIL 37, AFSCME, AFL-CIO

I-9-68

Regarding Uniform Allowances for  
MVOs in the Police and Sanitation  
Departments.  
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On March 25 and May 6, 1968, hearings in the above matter were held before Daniel House who had been designated as the neutral to find facts the make recommendations with respect to the issues in impasse between the parties.

There appeared for the City:

Joseph A. Mazur, Esq., Counsel, Office of Labor Relations  
Thomas Laura, Esq., Counsel, Office of Labor Relations  
Mr. John Roche, Director of Research, Office of Labor  
Relations

There appeared for the Union:

Mr. Daniel Nelson, Director of Research and Negotiations  
Mr. Louis Addesso, President of Local 983  
Mr. Leo A. Reich, Sanitation MVOs  
Mr. George Wetherall, Police Dept. MVOs  
Mr. Edwin Graves, Police Dept. MVOs

The City and the Union successfully negotiated the uniform allowance question for two of the four groups of Motor Vehicle Operators which are part of the District Council's Local 983: the MVOs in the Department of Hospitals and in the Department of Parks; but an impasse developed over the question with relation to the other two groups: the MVOs in the Police Department and in the Sanitation Department. The agreed settlement added \$20 to the existing allowances by adding \$5 effective on July 1st of 1964, 1965, 1966 and 1967.

THE CITY'S POSITION

The City starts from the argument that "Theoretically, the uniform allowance ... is the calculated total replacement cost of those items for which replacement during a predictable number of years can be determined, divided in the case of each such item by the number of years of anticipated 'life'. As a matter of practice, and because uniform allowances are subject to collective bargaining as a part of the negotiations concerning wages and other benefits, and because the initial cost of soma required uniforms and other equipment is somewhat greater than the replacement cost,

the amounts of uniform allowances have varied from the theoretically calculable amounts without, however, negating this basis of determining or rendering it irrelevant," and that "The adjustment of a uniform allowance...should be determined,...as a matter of principle, on the basis of current replacement cost divided by a number of years anticipated 'life'...or an a 'rule of thumb', as one-third of the total replacement cost."

According to the City, one-third of the total replacement cost of the uniform currently required of the MVOs in the Police Department is less than \$85; and since the existing allowance to them is \$75; an adjustment of 35 effective July 1, 1964, and of an additional \$5 effective July 1, 1966, bringing the allowance currently to \$85, would meet the principle recited above and might equitably be adopted by me as my recommendation.

According to the City, the existing allowance for MVOs in the Sanitation Department at \$65 is adequately equivalent to the replacement cost, which is figured by the City to be under \$66.

Nevertheless, the City had offered the MVOs in both the Police and Sanitation Departments the same \$20 adjustment in the same form as was offered to and accepted by the MVOs in Parks and Hospital Departments, which offers were modified in the City's briefs only with relation to the Police Department MVOs, as indicated above.

#### THE UNION'S CONTENTIONS AND DIFFERENCES ON FACTS

The basic argument of the representative of the MVOs of the Department of Sanitation is that their allowance should be compared to that for other employees in the Sanitation Department - the Sanitationmen and the Officers; that the City's offer to bring MVO's allowance up to \$85 is unjust on its face when comparison is made to the allowance for Sanitationmen - \$115, and to Sanitation Officers (whose uniform costs \$10 less than the MVOs) - \$185. There was some dispute between representatives of the City and of the Sanitation MVOs as to the actual cost of replacement of the uniforms and as to what pieces constitute the required uniform, but precise resolution of the questions so raised would have no substantial effect on the results using the Union's numbers in the City's "rule of thumb" formula, results in an annual replacement cost of between \$70 and \$75, against the City's result of under \$66, and offer of \$85.

Similarly, the basic argument by the representative of the Police Department MVOs rests on a comparison with the costs of and the allowance

to the other employees in the Police Department for their uniforms; but in addition an argument about facts developed in connection with the MVOs of the Police Department, the resolution of which does affect the results: The Union presented evidence that the annual replacement cost for the Police Department MVO uniform is about \$200; the City's evidence as to cost, rate of depreciation and items which should be included differed substantially from the Union's and resulted in an annual cost of about \$85.

The Union did not use the one-third "rule of thumb" formula used by the City, but used what it claimed were the actual depreciation rates for each separate item. However, at the hearing, differences about the individual depreciation rates and about the proper items to be included were narrowed by agreement of the parties. Applying the City's pricing to items the City agreed should be included, depreciated at an agreed rate, resulted in an annual replacement cost of about \$105; applying the City's pricing similarly to the list including the items claimed by the Union to be required resulted in an annual cost of about \$150.

## DISCUSSION

### Comparisons With Other Allowances

It was established that the amounts of the uniform allowances in some cases arrived at in negotiations between the City and different unions as part of overall packages of benefits. The amount of the uniform allowance in any one case is the result of the special history of the bargaining in that case: in each particular group the amount might be high or low relating to actual cost of the required uniform replacement depending on the relative weight given by a group to the uniform allowance in balance with other benefits on the basis of its then current needs, desires and priorities. As a result, for instance, there is no way of now telling what balance of give and take in negotiations over the years resulted in the Sanitation Officers' \$185 or the Sanitationmen's \$115 allowance. Thus, unless it is demonstrated that two or more uniform allowances were negotiated on the basis of the same relationship to the realities of the actual cost of replacement comparison of one allowance with another will not help to determine a fair resolution of disputes about the amount of an allowance.

On the basis of the foregoing, I will consider the evidence of comparative costs and allowance among the MVOs of the Park, Hospital, Sanitation and Police Departments as pertinent in arriving at my recommendations: these allowances were negotiated for on the basis of the same relationship to the realities of the costs; I will not consider the comparisons with the allowances for Police Officers, Sanitationmen or Sanitation Officers as similarly pertinent.

#### The Sanitation MVO Allowance

Before the start of the negotiations which led to the present impasse, the uniform allowance for the MVOs in the Department of Hospitals was \$65 per year, as was the allowance for the MVOs of the Sanitation Department; the allowance for the MVOs in the Parks Department was \$45. From the evidence the replacement cost per year of the required uniforms in the Hospital Department was higher than for either the Sanitation MVOs or the Hospital MVOs; whether the replacement cost for the Sanitation MVOs was higher or about the same as for the Park MVOs depends on whether the City's or the Union's list and prices are used - but, since we are taking the differentials in allowances as we find them at the inception of these negotiations as having a justification in the special history of the precious negotiations and without any necessary relationship to the actual costs of required uniforms, the relationship of each to the other at the start of the negotiations is not relevant for our purposes here.

There would be no justification for an increase in the allowance for Sanitation MVOs greater than that to the Hospital MVOs or to the MVOs of the Park Department; and the resulting \$85 allowance appears to be adequate when compared to the actual cost of replacement of the required items of uniform.

#### The Police MVO Allowance

As found above, the actual replacement cost for the required items in the Police MVO situation was shown to be a minimum of \$105, in spite of the City's contention that it is less than \$85. The Police MVOs' allowance at the inception of these negotiations was \$75; for the reasons set forth above, the differential this represents above the allowance for the other three groups involved is not relevant for our purposes. It is my opinion that the higher actual replacement cost of required items in the Police MVOs' situation will not be equitably reflected in the allowance if just the increase given the other three involved groups is added to the existing

allowance. To establish a more equitable comparative relationship of the allowance to the actual costs among the four groups involved I will recommend that an additional \$10 increase be added to the Police MVO uniform allowance effective July 1, 1968, which will then bring that allowance to \$105.

RECOMMENDATIONS

The undersigned hereby makes the following recommendations:

1. The Uniform Allowance for the MVOs in the Sanitation Department should be increased by \$5 effective July 1, 1964, \$5 effective July 1, 1965, \$5 effective July 1, 1966 and another \$5 effective July 1, 1967.
2. The Uniform Allowance for the MVOs in Police Department should be increased by \$5 effective July 1, 1964, \$5 effective July 1, 1965, \$5 effective July 1, 1966, \$5 effective July 1, 1967 and an additional \$10 effective July 1, 1968.

Dated: May 16, 1968

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DANIEL HOUSE, Designated Neutral

STATE OF NEW YORK     )  
                                  )SS:  
COUNTY OF NEW YORK    )

On this 16th day of May, 1968, before me personally came and appeared Daniel House, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

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YVETTE KARPO, Notary Public