OFFICE OF COLLECTIVE BARGAINING

In the Matter of the Impasse

between

THE CITY OF NEW YORK and THE JUDICIAL CONFERENCE OF THE STATE OF NEW YORK

IMPASSE PANEL

and

I-3-68

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180, AFL-CIO

With respect to the titles of:

ADMINISTRATOR I
ADMINISTRATOR II

REPORT AND RECOMMENDATIONS

OF

IMPASSE PANEL

I. Robert Feinberg, Chairman
George Moskowitz, Member
Milton Rubin, Member

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On March 19, 1968 the undersigned were designated as members of an Impasse Panel to assist the parties hereto to resolve their dispute pursuant to paragraph 1173-7.0 c Of Chapter 54 of the Administrative Code of the City of New York known as the "New York City Collective Bargaining Law." Pursuant to notice duly sent to the parties, hearings were held on April 18 and April 23, 1968 at the offices of the Director of Labor Relations of the City of New York, at 250 Broadway, New York City, at which the parties and their witnesses appeared and evidence and arguments on the issues in controversy were submitted to and heard by all of the members of the Panel. A meeting was also held, on June 3, 1968, by the Chairman of the Panel with the representatives

of the parties at the offices of the Chairman, 80 Pine Street, New York City.

At the hearings the parties were represented by the following:

For the Judicial Conference:

George J. Levine, Planning Officer
John J. Sheehan, Associate Administrative Analyst

For the City of New York:

Joseph A. Mazur, Associate General Counsel, Office of Labor Relations
Robert Pick, Assistant Director, Office of Labor Relations
John J. Roche, Director of Research, Office of Labor Relations
Joseph J. Maher, Assistant Director of Research, Office of Labor Relations
Salvatore Colangelo, Senior Personnel Examiner, Office of Labor Relations

For the Union:

Ted J. Watkins, Director of Civil Service Division
Vincent J. Scordley
Lawrence Goldman
David Reiner

The employees here involved are employed in the City of New York by the Administrative Board of the Judicial Conference of the State of New York, which administers the Unified Court System in the State of New York. The City of New York acts as fiscal agent for the Administrative Board and, as such, pays these employees. They are not, however, covered by the Career and Salary Plan or the Civil Service System of the City of New York, but are employed by and are under the administrative authority of the Administrative Board of Judicial Conference.

After the adoption of Chapter 54 of the Now York City Charter and of the Administrative Code of the City of New York in 1967, the Judicial Conference, on December 11, 1967, notified the City of New York that it elected to have the provisions of Chapter 54 made applicable to the employees of the Administrative Board of the Judicial Conference. Such election was made pursuant to paragraph 1173-4.0 b of Chapter 54 of the Administrative Code. Under date of February 9, 1968 the City of New York approved said request, and made the provisions of Chapter 54 of the Administrative Code applicable, in part, to the employees of the Administrative Board of the Judicial Conference, upon certain terms and conditions which will be hereafter discussed.

This impasse arises from the inability of the representatives of the Administrative Board of the Judicial Conference of the State of New York, and the City of New York, to arrive at a mutually satisfactory settlement with the Union in collective bargaining negotiations with respect to the positions of Administrator I and Administrator II in the Unified Court System. Prior to July 1, 1966 the employees holding these titles held the titles of Administrative Assistant, Administrative Associate, or Senior Administrative Assistant, or a few others, which were titles in the classified service of the City of New York. Effective July 1, 1966, the titles of Administrative Associate and Senior Administrative Assistant were converted by the Administrative Board of Judicial Conference to Administrator I and Administrator II, respectively, the latter

titles being unique to the Unified Court System. At the same time, two additional positions, those of Methods Analyst and Senior Accountant, and possibly a few others, in the Unified Court System, titles which were not unique to the Unified Court System, were converted to the unique titles of Administrator I and Administrator II. The Communications Workers of America was thereafter certified to represent the titles of Administrator I and Administrator II in the Unified Court System, and collective bargaining negotiations commenced among the parties on September 20, 1967. After a series of bargaining sessions at which no agreement was reached, the parties, on February 16, 1963, concluded that an impasse had developed, and so notified the Office of Collective Bargaining.

Prior to the negotiations, the Union had requested the Special Classification Appeals Board of the Administrative Board of the Judicial Conference to convert or reclassify also the position of Administrative Assistant to Administrator I. Such request was granted just immediately before the commencement of or during the negotiations, and the employees so reclassified came under the negotiations.

Approximately 44 employees are involved in this dispute consisting of approximately 39 employees classified as Administrator I and 5 classified as Administrator II. Of the former, the vast majority, or approximately 26, had been classified as Administrative Assistants, 4 had been classified as Administrative Associates, and the remainder had held other titles.

The Issues

At the time of the impasse the issues on which no agreement had been reached were as follows:

1. A written contract.
2. Retroactivity.
3. Term of agreement.
4. Wage adjustments, including general increases and increments.
5. Minimum and maximum wage rates.
6. Promotional guarantees.
7. Longevity increases.
8. Health and welfare benefits.
9. Grievance procedure and arbitration.
10. Exclusive dues check-off.
11. Reclassification of positions.
12. Bulletin board.

Impasse Issue No. 1 - A Written Contract

The Union has requested that the terms agreed upon by the parties be included in a written collective bargaining agreement. The City of New York and the Judicial Conference have no objection to this request.

Impasse Issue No. 2 - Retroactivity

The Union has requested retroactivity to July 1, 1966 of all terms and conditions of the agreement with respect to titles of Administrator I and Administrator II "except

that predecessor titles may be eligible for salary adjustments effective July 1, 1965." The City of New York and the Judicial Conference object to any retroactivity earlier than July 1, 1966.

The Union argues that there was a long delay in setting up the new title structure for administrative positions, under the Unified Court System, under which previous titles were converted to the titles of Administrator I and Administrator II; that the structure was originally intended to become effective July 1, 1965 but instead became effective July 1, 1966. It argues employees holding the titles of Administrator I and Administrator II were therefore deprived of the privileges of collective bargaining prior to July 1, 1966, and that other positions in the court system engaged in collective bargaining prior to 1966 and received wage adjustments, as well as increments, during that period.

The City of New York and the Judicial Conference that the titles of Administrator I and Administrator II did not exist in the Unified Court System prior to July 1, 1966, and, consequently, no adjustments can be granted with respect to those titles prior to that time. It argues that the original demands of the Union did not include retroactivity beyond July 1, 1966. Lastly, it contends, the employees received the same increases as all other employees of the City in the predecessor titles before that date, and that it can not, and will not, reopen the question of adjustments for any City-wide title which already has been in receipt of increases under any method that the City gives."

Both parties referred to a Memorandum of Understanding dated December 15, 1965 between the City of New York and the Administrative Board of the Judicial Conference outlining the procedures governing the administration of salaries affecting employees of the Unified Court System paid by the City of New York, which reads, in part, as follows:

> "2. Classes of positions unique to the Unified Court System which elect collective bargaining under the December 6th procedures, may receive adjustments retroactive to July 1, 1964.
>
> "3. Classes of positions unique to the Unified Court System which do not elect collective bargaining or whose per annum salaries are $16,000 or over will be considered by the Administrative Board and the City of New York for salary adjustments which may be made retroactive to July 1, 1964.
>
> "4. Classes of positions not unique to the Unified Court System shall not be eligible for collective bargaining under these procedures. Such classes shall receive adjustments similar to those received in the executive department of the City of New York which may be made retroactive to July 1, 1964.
>
> "5. Classes of positions presently not unique to the Unified Court System, but due for conversion to classes of positions which will be unique to the Unified Court System shall be covered under paragraph 4 for present and retroactive effectiveness. These classes shall be covered under paragraphs 2 or 3 as the case may be for effectiveness Jul 1, 1966 and thereafter."

It appeared at the hearing that, as contended by the employer, the Union did not originally request retroactivity beyond July 1, 1966, the effective date of the new

title structure of the Unified Court System, although the

question was discussed orally. It also appeared at the hearing that the Union was principally concerned with four employees, now classified as Administrator I, who had not received any increases from 1963 to 1966, since they were in positions not covered by any City-wide pay plan. Since the hearing, however, those four employees have been granted increases retroactive to January 1, 1965. All other employees, while holding the predecessor titles, received increments due them under the New York City Career and Salary Plan, and were treated the same as other employees in the City-wide system holding the same titles. All employees received increments in 1965, 1966 or 1967.

With respect to the provisions of the Memorandum of Understanding, referred to above, it would appear that the titles here involved are covered by paragraph 5, which provides for an effective date of July 1, 1966 after the predecessor titles have been converted to titles unique to the Unified Court System and elect collective bargaining, although the language of the memorandum is not too clear.

In view of the fact that the inequities have been cured with respect to the four individual cases pointed to by the Union, and that the other employees, while holding the predecessor titles, received the same treatment as other City-wide employees holding the same titles prior to July 1, 1966, and that the unique titles with which we are here concerned did not exist, as such, prior to July 1, 1966, as well as the fact that the certification of the Union is

limited to such unique titles, the Panel does not believe that any adjustments should be made effective prior to July 1, 1966. If any inequity exists between other court employees and these employees, that problem should be handled by consideration of the amount of adjustments, rather than by making the adjustments retroactive prior to July 1, 1966.

Impasse Issue No. 3 - Term of Agreement

The Union has requested that the agreement cover the period from July 1, 1966 to June 30, 1969. The City of New York and the Judicial Conference have no objection to this request.

Impasse Issue No. 4 - Wage Adjustments

The Union has requested a general wage increase of $500.00 per annum, plus a service increase of $350.00 per annum, effective July 1st in each year of agreement, making a total of $850.00 per annum, for employees classified as Administrator I, and a general wage increase of $600.00 per annum, plus a service increase of $450.00 per annum, making a total of $1,050.00 per annum, for employees classified as Administrator II, for each year of the agreement. The City of New York and the Judicial Conference have offered to grant to employees classified as Administrator I a general increase of $450.0 per annum, plus a service increase of $350.00 per annum, or a total of $800.00 per annum, for each year of the agreement, and to employees classified as

Administrator II a general increase of $500.00 per annum, plus a service increase of $400.00 per annum, or a total of $900.00 per annum, for each year of the agreement. The increases offered Administrator I are the same as those negotiated with and agreed to by City and the Union for the positions of administrative Assistant and Administrative Associate in the classified service of the City. The increases offered for Administrator II are the same as those negotiated with and agreed to by the City and the Union for Senior Administrative Assistants in the City service.

It is the position of the City and the Judicial Conference that the wage increases should be the same as those granted to similar classes of positions in the City service, or those granted to the predecessor titles of the employees here involved, and that classification and compensation history must be considered in judging the salary adjustments which are appropriate for non-judicial employees whose titles are unique to the Unified Court System. The Union, on the other hand, contends that the wage adjustments granted to employees here involved should be commensurate with those granted to employees in the court system, and that the salaries of the employees should be compared with those of Court Clerk I and Court Clerk II.

At the hearing it appeared that as the result of collective bargaining the position of Court Clerk I was granted a general increase of $400.00 per annum, and a service increment of $400.00 per annum, or a total of $800.00 per annum,

effective July 1, 1966, and again effective July 1, 1967 (Court System Personnel Order No. 7/67). Similarly, the position of Court Clerk II received a general increase of $400.00 per annum, and a service increment of $400.00 per annum, or a total of $800.00 per annum, as a result of collective bargaining, effective July 1, 1966 (Court system Personnel Order No. 2/67). The comparisons made by the Union therefore do not justify its request.

The Panel is therefore of the opinion that employees classified as Administrator I should be granted a general increase of $450.00 per annum, effective July 1st during each year of the agreement, and that employees who have completed one year of service in such title, or its predecessor titles, on July 1st of each year Of the agreements should also receive a service increase of $350.00 per annum, effective that date. The Panel is of the further opinion that employees classified a Administrator II should be granted a general increase of $500.00 per annum, effective July 1st during each year of the agreement, and that employees who have completed one year of service in such title, or its predecessor title, on July 1st of each year of the agreement, should also receive a service increase of $400.00 per annum, effective that date.

Impasse Issue No. 5 - Minimum and Maximum Wage Rates

The principal issue here involved is that of the minimum and maximum rates to be paid to Administrator I and

Administrator II. The position of the City and of the Judicial Conference is that these rates should be the same as or similar to the rates paid in the City-wide service to the predecessor positions of Administrative Assistant, Administrative Associate and Senior Administrative Assistant. It is the position of the Union that the rates should be comparable to those paid to other positions under the Unified Court System. Many of the positions in the Unified Court System were subject to collective bargaining prior to 1966 and, as a consequence thereof, have been raised substantially; this is not true with respect to the predecessor titles of Administrator I and Administrator II in the Unified Court System. Consequently, the Union requests substantial increases in the minimum and maximum rates for the positions in order that, according to it, the differentials which were created be reduced.

During the negotiations which preceded the impasse the City of New York and the Judicial Conference had offered minimum and maximum rates for the position of Administrator I which were comparable to those paid to Administrative Associates in the City-wide system, and rates for Administrator II which were comparable to those paid to Senior Administrative Assistants in the City-wide service. When Administrative Assistants in the Unified Court System were reclassified to Administrator I, the City and the Judicial Conference reduced the minimum rates offered in order that the minimum rate for Administrator I be comparable to that

paid to Administrative Assistants in the City-wide service and the minimum rate for Administrator II be comparable to that paid to Administrative Associates in the City-wide system.

The minimum and maximum rates requested and those offered are as follows:

Administrator I

	Demand		Offer	
Effective Date	Minimum	Maximum	Minimum	Maximum
7/1/66	$10,250	$12,250	$ 7,250	$10,450
7/1/67	10,750	12,750	7,700	11,250
7/1/68	11,500	13,500	8,150	12,050

Administrator II

	Demand		Offer	
Effective Date	Minimum	Maximum	Minimum	Maximum
7/1/66	$11,500	$13,500	$ 8,250	$11,650
7/1/67	12,500	14,500	8,750	12,550
7/1/68	13,500	15,500	9,250	13,450

The rates offered by the City and the Judicial Conference are based upon those recently negotiated by the Union for the positions of Administrative Assistant and Administrative Associate and Senior Administrative Assistant in the City-wide system and set forth in Personnel Order No. 67/37 dated October 20, 1967, although they are not identical

The Union, in support of its position, points out that at the time of the court reorganization on September 1,

1962 the position of Administrative Associate was in Labor Grade 18, which was the same Labor Grade as that of Court Clerk I $7,100 per annum to $8,900 per annum), and that the minimum and maximum rates for Court Clerk I, as a result of collective bargaining, have been increased to $11,000 and $12,500, respectively, effective July 1, 1966, and to $11,600 and $13,300, respectively, effective January 1, 1967. It points out that Administrator I is in Judicial Conference Grade 18, and Administrator II is in Judicial Conference Grade 22, and that the positions of Assistant Court Clerk and Court Clerk I also are in Judicial Conference Grades 18 and 22, respectively, and that the rates for those positions are:

	Ass't Court Clerk Jud. Conf. Grade 18 Personnel Order No. 4/67		Court Clerk I Jud. Conf. Grade 22 Personnel Order No. 7/67	
Effective Date	Minimum	Maximum	Minimum	Maximum
7/1/66	$8,500	$10,250	$11,000	$12,500
l/l/67			11,600	13,300
7/1/67	9,350	11,100		

The Union asks, however, that the rates for Administrator I be equated with the rates for Court Clerk I, as had been the situation prior to September 1, 1962, and that the rates for Administrator II be equated to those for Court Clerk II. The rates for Court Clerk II, which is in Judicial Conference Grade 25, are as follows:

Court Clerk II
Jud. Conf. Grade No. 25
Personnel Order No. 2/67

Effective Date	Minimum	Maximum
7/1/66	$12,250	$14,250
1/l/67	13,000	15,000

With respect to the maximum, rates, as such, the parties have agreed that maximum rates should not be a bar to any general adjustments, service increments or longevity increases, if any. As a result, they have also agreed that it would therefore serve no purpose for the Panel to recommend any maximum rates, and that the only significant rates are the minimum rates.

It is the opinion of the Panel that notwithstanding the fact that the predecessor titles to Administrator I and Administrator II were City-wide titles, since the employees work in the Unified Court System, and since they-have been granted titles unique to the Unified Court System, equity requires that their rates be now compared with those of employees in the Unified Court System, rather than in the City-wide service. Unfortunately, however, no job evaluation plan exists under which a real analysis may be made of the rates in the Unified Court System. Nor does any exist in the City-wide service. Nevertheless, in the opinion of the Panel, at least a beginning should be made in correcting the differentials which have been permitted to develop between the rates of other employees in the Unified Court System and the employees here involved.

In addition, the Panel can not adopt the approach of the City and the Judicial Conference to the effect that since the Administrative Assistants in the Unified Court System were reclassified by the Special Classifications Appeal Board to Administrator I the minimum rate for the latter position must be equated with the minimum rate for Administrative Assistants in the City-wide service. Rather, the effect of the reclassification should logically be that the Administrative Assistants so reclassified be paid the same rate as other employees already in the Administrator I classification, that is, those previously classified as Administrative Associates.

Prior to July 1, 1966 the minimum rate for Administrative Associates was $7,800 (the maximum rate was $9,600), and the minimum rate for Senior Administrative Assistant was $8,600 (the maximum rate was $10,700). (The minimum rate for Administrative Assistant, upon which the City and the Judicial Conference base their offer, was $6,760 and the maximum rate was $8,550.) Using these rates as a base, it is the opinion of the Panel that the minimum rates should be increased $500.00 on July 1st of each year oi the agreement, and another $300.00 on January 1, 1968, which is the amount of the longevity increase hereinafter recommended. The minimum rates should therefore be:

Effective Date	Administrator I	Administrator II
7/1/66	$ 8,300 per annum	$ 9,100 per annum
7/1/67	8,800 per annum	9,600 per annum
1/1/68	9,100 per annum	9,900 per annum
7/1/68	9,600 per annum	10,400 per annum

Impasse Issue No. 6 - Promotion Guarantees

The Union has requested a promotion guarantee of $750.00 per annum for Administrator I, and a promotion guarantee of $1,000 per annum, for Administrator II. The City and the Judicial Conference have offered promotion guarantees of $600.00 per annum and $675.00 per annum. respectively.

The promotion guarantees are the minimum increases employees are to receive on promotion to the positions of Administrator I and Administrator II, respectively; they receive, in any event, such increase as is required to bring them to the minimum salary of the new position.

The offers of the City and the Judicial Conference are based upon the provisions relating to Administrative Assistants, Administrative Associates and Senior Administrative Assistants in the City-wide service set forth in Proposed Personnel Order No. 67/37 dated October 20, 1967. Employees promoted to the position of Administrative Assistant receive promotional guarantee of $525.00 per annum; employees promoted to the position of Administrative Associate receive

a promotional guarantee of $600.00 per annum; and employees promoted to Senior Administrative Assistant receive a promotional guarantee of $675.00 per annum.

Based on the above facts, it is the opinion of the Panel that the offer of the City and the Judicial Conference should be accepted with respect to this issue.

Impasse Issue No. 7 - Longevity Increases

The Union has requested a longevity increase of $500.00 per annum for all employees, that is, an increase to be granted once during the life of the agreement to all employees with four or five years of service in the titles of Administrator I and Administrator II or in the predecessor titles. The City and the Judicial Conference oppose any such increase on the ground that no longevity increase has been granted at least since July 1, 1966, to employees classified as Administrative Assistants, Administrative Associates, or Senior Administrative Assistants in the City-wide service.

As stated above, the Panel does not believe chat the treatment of employees in the predecessor titles in the City-wide service should here be controlling. Rather, since their conversion to titles unique to the Unified Court System the employees now classified as Administrator I and Administrator II should be compared with other employees in the Unified Court System.

In the Unified Court System, employees, with the exception of attorneys, have generally been granted longevity

increases. Thus, for instance, employees classified as Court Clerk I were, effective January 1, 1968, granted a longevity increase of $300.00 per annum if they had five years of service on that date. In addition, the maximum of the salary range for that position was not considered a bar to the full implementation of that increase.

It is the opinion of the Panel that employees classified as Administrator I and Administrator II who had five years of service in that title, or in the predecessor title, on January 1, 1968, should be granted a longevity increase of $300.00 per annum, effective that date.

Impasse Issue No. 8 - Health and Welfare Benefits

The Union has requested that the City and the Judicial Conference contribute the following annual sums for each employee, effective the dates indicated, to be applied to a mutually agreed upon welfare fund:

7-1-66	$ 85.00
7-1-67	110.00
7-1-68	135.00

The City and Judicial Conference have offered to pay the sum of $600.00, effective January 1, 1967, and the sum $85.00, effective January 1, 1968, which are the amounts and the dates agreed upon by the Union and the City with respect to Administrative Assistants, Administrative Associates and Senior Administrative Assistants in the City-wide service. In the Unified Court System the City

and the Judicial Conference have agreed to the following payments in the case of Assistant Court Clerks and Court Clerk I:

7-1-66	$ 60.00
7-1-67	100.00
1-1-68	120.00

It is the recommendation of the Panel that the employees here involved receive the same treatment as Assistant Court Clerk and Court Clerk I in the Unified Court System with respect to this item.

Impasse Issues Nos. 9, 10, ll, 12 - Non-Economic Items

With respect to the non-economic issues, those relating to grievance and arbitration procedures, exclusive dues check-off, reclassification of positions and bulletin board space, the City and the Judicial Conference argue that the collective bargaining here is limited to fiscal matters solely, that is, salaries, wages, welfare fund payments, and any other matter of a fiscal nature. The Union argues that those are issues in dispute between the Union and the Judicial Conference, and should therefore be resolved.

As indicated above, the employees of the Judicial Conference, or of the Administrative Board of the Judicial Conference, are not employees of the City of New York. Under date of December 11, 1967 the Administrative Board of the

Judicial Conference elected, under the provisions of paragraph 1173-4.0 b of Chapter 54 of the Administrative Code of the City of New York, to have the provisions of Chapter 54 made applicable to its employees. Such election was approved by the City under date of February 9, 1968. In approving said election, however, the City made the provisions of Chapter 54 applicable only in part to such employees. The letter of approval states that, with respect to the applicability of paragraph 1173-5.0 b (which relates to collective bargaining), employees of the Unified Court System whose titles are unique shall be entitled to engage in collective bargaining with the City of New York and the Administrative Board of the Judicial Conference:

> "on fiscal matters solely, limited to the following: Salaries, wages, welfare funds, uniform allowances, supper allowances and any other matter of a fiscal nature which in their joint and sole discretion the City and the Administrative Board may deem bargainable, and permissible in accordance with applicable law, rule, practice or policy."

The letter of approval further states in paragraphs and 5 thereof:

> "4. Subdivisions 'b', 'c', 'd' and 'e' of Section 1173-7.0 concerning the use of mediation and impasse panels, the preservation of the status quo during negotiations and for a period ending thirty days after the submission of a report by an impasse panel, and the membership and vote required of an impasse panel, shall govern and control the resolution of a bargaining impasse only with respect to those matters for which collective bargaining is legally and lawfully authorized and permissible between a unit of

employees, represented by a certified employee organization, and the City and the Administrative Board.

"5. Except and to the extent as hereinabove provided, the provisions of said Chapter 54 of the New York City Administrative Code (Local Law No. 53-1967) shall not be applicable to any employee of the Administrative Board of the Judicial Conference."

These proceedings are held under and pursuant to the provisions of paragraph 1173-7.0 c of the Administrative Code, which relates to the appointment of an impasse panel and the authority bf the panel.

It is obvious from the above that the Panel, which is operating under the provisions of 1173-7.0 c of Chapter 54 of the Administrative Code of the City of New York, does not have jurisdiction over any matter but the fiscal matters described above. The letter of February 9, 1968, moreover, states that paragraph 1173-7.0 c shall govern and control if the resolution of a bargaining impasse only with respect to fiscal matters. This is not to say, of course, that the employees here involved, do not, in another forum, or at another time or place, or under another statutory provision, have the right to bargain with their employer with respect to the non-economic issues outlined above. It is to say, however, that this Panel does not have jurisdiction to make any recommendations with respect thereto.

The above constitute the findings of fact and conclusions of the Panel pursuant to paragraph 1173-7.0 c(3)(a) of Chapter 54 of the Administrative Code of the City of New York.

RECOMMENDATIONS

We recommend that:

1. The terms and conditions agreed upon by the parties shall be embodied in a written collective bargaining agreement.

2. The terms and conditions agreed upon by the parties shall be retroactive to July 1, 1966.

3. The agreement shall cover the period from July 1, 1966 to June 30, 1969, inclusive.

4. (a) Employees classified as Administrator I shall be granted a general increase of $450.00 per annum effective July 1st during each year of the agreement.

(b) Employees classified as Administrator I who have completed one year of service in such title, or its predecessor title, or both, on July 1st of each year of the agreement, shall also be granted a service increase of $350.00 per annum, effective that date, during each year of the agreement.

(c) Employees classified as Administrator II shall be granted a general increase of $560.00 per annum effective July 1st during each year of the agreement.

(d) Employees classified as Administrator II who have completed one year of service in such title, or its predecessor title, or both, on July 1st of each year of the

agreement, shall also be granted a service increase of $400.00 per annum, effective that date, during each year of the agreement.

5. (a) The minimum rates for the positions of Administrator I and Administrator II shall be as follows:

Effective Rate	Administrator I	Administrator II
7/1/66	$ 8,300 per annum	$ 9,100 per annum
7/1/67	8,800 per annum	9,600 per annum
l/l/68	9,100 per annum	9,900 per annum
7/1/68	9,600 per annum	10,400 per annum

(b) No maximum rates shall be set for the positions of Administrator I and Administrator II.

6. (a) An employee promoted to the position of Administrator I shall receive, upon such promotion, a guaranteed increase of $600.00 per annum over the salary last received or receivable by such employee in his former position.

(b) An employee promoted to the position of Administrator II shall receive, upon such promotion, a guaranteed increase of 4675..00 per annum over the salary last received or receivable by such employee in his former position.

7. Employees classified as Administrator I and Administrator II who had five years of service in that title, or in a predecessor title, or in both on January 1, 1968,

shall be granted a longevity increase of $300.00 per annum, effective that date.

8. (a) Effective July 1, 1966, employees classified as Administrator I and Administrator II shall be granted the pro-rata annual sum of 60.00 per employee to be applied to a mutually agreed upon welfare fund.

(b) Effective July 1, 1967, employees classified as Administrator I and Administrator II shall be granted the pro-rata annual sum of $100.00 per employee to be applied to a mutually agreed upon welfare fund.

(c) Effective January 1, 1968, employees classified as Administrator I and Administrator II shall be granted the pro-rata annual sum of $120.00 per employee to be applied to a mutually agreed upon welfare fund.

No recommendation is made with respect to the non-economic issues for the reason that the Panel believes it has no Jurisdiction over those issues.

Respectfully submitted,

_____
I. Robert Feinberg, Chairman

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George Moskowitz, Member

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Milton Rubin, Member

Dated: June 18, 1968