

CASE NUMBER: I-43-69

In the Matter of the Fact Finding

Between

LOCAL 3, I.B.E.W.

-and-

NEW YORK CITY FIRE DEPARTMENT

FINDINGS OF FACT

and

RECOMMENDATIONS

Impasse Hearings were held before me on September 24, 1969, October 3, 1969, and October 14, 1969, at the Office of the City Department of Labor Relations. Norman Rothfeld, Esq., appeared for the Union and Mr. Thomas M. Laura and Joseph L. Mazur, Esq., appeared for the City of New York.

Both sides agreed that the issue before the Fact Finder involved the question of wages which included minimum and maximum wages to be paid to Fire Alarm Dispatchers and Supervising Fire Alarm Dispatchers. The Union wanted to take testimony on the issues of work load and manning, but after a conference with the Vice Chairman of the Office of Collective Bargaining it was decided that those issues were not properly before me.

During the course of the hearings, the Union submitted voluminous testimony and documentary proof showing that the work load of Fire Alarm Dispatchers and Supervising Fire Alarm Dispatchers has increased to enormous proportions during the past several years. This increase has placed a greater physical and mental strain on each such employee and has caused many of them, on advice of their physicians, to retire

at an earlier age than they had planned. The City has not successfully refuted this claim. It is the Union's contention, therefore, that this increased work load entitles the aforesaid employees to a substantial wage increase.

The Union has also based its claim for substantial wage, increases on comparable pay scales paid to similar employees by other cities in the United States, particularly Chicago, Illinois and Fresno, California. Evidence was also submitted as to pay scales of Surface Line Dispatchers and Foremen and of Airport Traffic Controllers at Kennedy and La Guardia Airports. It is their contention that the work Fire Alarm Dispatchers and Foremen is comparable to that of said Surface Line Dispatchers and Airport Traffic Controllers.

The City, on the other hand, has produced evidence to show that prior to the adoption of collective bargaining for Fire Alarm Dispatchers and Foremen, said employees were in a certain group and grade in the career salary plan and, when compared to other groups of City employees who were formerly in similar groups and grades, these Fire Alarm Dispatchers and Supervisors were now receiving the same or higher pay than these similar grades in other departments. For instance, in 1954 Fire Alarm Dispatchers were in Grade 8, with a minimum pay of \$4,000.00 and a maximum of \$5,080.00. At the expiration of last contract, however, the pay range for said Fire Alarm Dispatcher's was from \$7,500.00 to \$9,220.00, and that for Supervisors was from \$8,700.00 to \$10,800.00.

The Union has made another telling point for comparability to Fireman. Evidence was produced that there are presently 56 Fireman who are working side by side with Fire Alarm Dispatchers, who are doing the same work, and yet their members receive less pay than the said Firemen. On the other hand, the City has shown that this situation arises whenever a Fireman is temporarily disabled from performing his usual duties as Fireman and were assigned to "lighter duty" until they are once more able to return to their regular duties. It was also established that under the law, such disabled Fireman cannot be paid less than their usual salary so long as they remain members of the Fire Department.

A complete review here of the many Exhibits produced by both sides would unduly burden this report. Each such Exhibit has, however, been duly analyzed and considered by me. I must report here that both sides, have thoroughly and competently presented their position and I wish to commend both sides for their excellent preparation.

CONCLUSIONS AND RECOMMENDATIONS

After due deliberation and consideration of the evidence before me, I find as a fact that Fire Alarm Dispatchers and Fire Alarm Supervisors in many other cities of the United States receive a higher salary than those in New York City. I also find that in some other communities such Fire Alarm Dispatchers receive a higher salary than Firemen in those communities and in some instances the line of promotion in such areas for Fireman is to the position of Fire Alarm Dispatchers.

However, historically and traditionally, Firemen in New York City have received a higher salary than Fire Alarm Dispatchers. I also find that although the entrance requirements for both services may be the same insofar as scholastic and experience requirements for both services, the physical requirements for Fireman are higher. I also find that although both services are part of the Fire Department, Fire Alarm Dispatchers are a civilian branch of said Department. Certainly, it cannot be disputed that Fire Alarm Dispatchers do not "put their lives on the line" when a fire occurs, as do Firemen, even though because of the enormous increase in fire alarms has severely strained the nervous system of said Fire Alarm Dispatchers.

But, in view of the increased work load which has placed a severe physical and mental burden on Fire Alarm Dispatchers and Supervisors during the recent years, in equity and justice I feel that substantial pay increases should be given to them.

Accordingly, I recommend that the parties agree to a 2 ½ year contract from January 1, 1969 to June 30, 1971, on the following basis:

A. For Fire Alarm Dispatchers:

1. January 1, 1969 to July 1, 1969

General Increase of \$450.00
Minimum --- \$7,950.00
Maximum --- \$9,700.00

2. July 1, 1969 to June 30, 1970

General Increase of \$700.00
Minimum --- \$8,500.00
Maximum --- \$10,400.00

3. July 1, 1970 to June 30, 1971

General Increase of \$800.00

Minimum --- \$9,000.00

Maximum --- \$11,200.00

B. For Fire Alarm Dispatchers, Supervisors:

1. January 1, 1969 to June 30, 1969

General Increase of \$500.00

Minimum --- \$9,150.00

Maximum --- \$11,300.00

2. July 1, 1969 to June 30, 1970

General Increase of \$800.00

Minimum --- \$9,700.00

Maximum --- \$12,100.00

3. July 1, 1970 to June 30, 1971

General Increase of \$900.00

Minimum --- \$10,300.00

Maximum --- \$13,000.00

Respectfully submitted,

JOSEPH DI FEDE
Fact Finder