

CASE NUMBER I-50-69

-----  
In the Matter of the Impasse

-Between-

THE BOARD OF HIGHER EDUCATION,

-and-

LOCAL 384, D.C. 37  
-----

REPORT  
-and-  
RECOMMENDATIONS

Impasse Hearings were held before me on October 16, 1969, and October 28, 1969, at New York City's Office Of Labor Relations, 250 Broadway, New York, New York. The Union was re-presented by Victor Gothbaum, Executive Director, Daniel Nelson, Research Director, Nathan Lindenthal, Division Director of D.C. 37, and Dorothy Greenman, President of Local 384. The Board Of Higher Education was represented by Joseph Mazur, Esq., Associate Counsel, Office Of Labor Relations, and Thomas Laura, Assistant Director, Office of Labor Relations.

The last Contract between the above parties expired on June 30, 1969. Since then, they have been negotiating for a new Contract, but an Impasse developed over the issues of Salaries and Overtime Pay. The dispute involves employees of the Board Of Higher Education for whom provisions were originally made in a State Law sponsored by the former Senator Gittleson. At the first Hearing held on October 16, 1969, Mr. Victor Gotbaum outlined the position of the Union concerning clerical and administrative employees of the Board. He based his demand for salary increases, including new minimum wages, and

overtime compensation for such employees on a newly negotiated Contract laboratory technicians employed by the Board which calls for substantially higher salaries than those now received by or proposed for the members of Local 384. The reason given for this parity demand is that in the Union's opinion, the two groups have a substantially similar history, and the requirements for the clerical administrative positions are the same or higher. Furthermore, it is the Union's position that substantial increases should now be granted to the members of this Union, in view of the increases granted to the professional staff's at the Colleges and in view of the substantial gains made by the City's teachers as a result of the last contract.

Returning to the points at issue before me, Mr. Gotbaum called attention to what he described as "monumental" across the board increases achieved by laboratory technicians. He stated that such increases were merited and that he believed similar increases were also deserved by the members of this Union for whom they were bargaining. He also pointed out that several members of this Union had been offered positions as technicians A and B, that most of them had the necessary equivalent training and experience to qualify for such technicians' jobs and that at one time, in the recent past, the salaries for both groups were about the same. A very able argument was also made on behalf of the members of Local 384 on the basis of substantial increases in the cost of living, the sensitivity of present negotiations in the whole field of government employment, and the environmental conditions of various groups of employees working side by side, and yet receiving widely different treatment

by the City of New York.

After preliminary statements were made by Mr. Gotbaum, the Hearing was adjourned to October 28, 1969, for the taking of testimony and the production of documentary evidence for consideration by the Fact-Finder. Mr. Nelson presented the case for the Union and Mr. Laura for the City of New York.

The Union's case was well documented by 13 Exhibits and by oral testimony of Ruth Leffak, Ruth Demmon and Vivian Batter. The presentation of each of said Exhibits was prefaced by oral explanation and analysis by Mr. Nelson.

Exhibit 1 consists of the Union's demands for a new Contract. Exhibit 2 includes excerpts from the New York State Education Law, Article 125, Section 6214. Exhibit 3 includes a general statement of the duties and responsibilities of College Office Assistant A. Exhibit 4 is a copy of the By Laws adopted by the Board Of Higher Education in, December, 1968. Exhibit 4-a is a letter dated October 6, 1969, from the office of the General Counsel of the Board Of Higher Education to Mr. Daniel J. Nelson, which refers to the enclosure of By-Laws adopted by the Board. Exhibit 5 is a document entitled "Tentative Agreement" between the City of New York and District Council 37, dated September 21, 1967 - this was for a two and one-half year contract. Exhibit 6 is a graph showing minimum and maximum salaries, and a table of comparison between salaries of laboratory technicians and College Office Secretarial Assistants A, for a period from 1952 to date, showing a sharp rise in differential pay between the aid two groups.

Exhibit 7 is a document from the City of New York, Department of Personnel, dated April 10, 1969, with a proposed order to include laboratory technicians in the career and salary plan of the City at a certain grade and salary. Exhibit 8 is a draft of an agreement between the Board and United Federation of Teachers on behalf of College Laboratory Technicians. Exhibit 9 is a document showing a wide ranging agreement between the Board and the Legislative Conference for Teaching Personnel at the various Colleges of the City this agreement includes laboratory technicians, and a schedule of salaries technicians A, B and, C is therein stated. Exhibit 10 is a copy of the minutes of proceedings, dated September 30, 1954, which outlines the duties and required qualifications for technicians or college science assistants A and B; assistant and associate registrars. Exhibit 11 is a graph showing relative salary schedules for College Laboratory Technicians B and College office and Secretarial Assistant B, from 1952 to date. Exhibit 12 is a copy of a letter from President McMurray of Queens College to Chancellor Bowker recommending higher salaries of College Assistants. Exhibit 13 is a copy of a letter from Dean Robert Hartle of Queens College to Chancellor Bowker on behalf of College Assistants.

The oral testimony of the three witnesses previously mentioned was to the effect that they know the type, .of work performed by certain technicians and that for the most part such technicians perform clerical work.

In summary, the Union's contention is that there ism basis for

the ever increasing disparity in salaries between technicians and College Assistants. Historically, the salary ranges of these two groups have been nearly equal, but, as a result of recent negotiations, College Assistants have fallen far below in salary scales.

It is further the contention of the Union that the qualifications for the two positions are about the same; that College Assistants perform work which is as important as that of Technicians; that in several instances, such College Assistants perform duties which are more demanding than those of Technicians, particularly at the present time when such Assistants are called upon to deal with the ever increasing demands by student groups and the general public.

The Board's case was presented by Mr. Laura. His side of the case was based solely on documentary evidence and on his oral explanation of said documents. In the main, it is the Board's contention that College Assistants are to be equated with clerical titles in other City's agencies, and that the offer made by the City on behalf of the Board is fair and reasonable.

Mr. Laura further contends that the offer made to College Assistants is similar to that made for other comparable clerical titles in the career and salary plan. Likewise, on the issue of overtime compensation, the offer made to Local 384 was the same as that made to similar employees in the over-all career and salary plan.

As a part of the Board's case, Mr. Laura submitted eight Exhibits; Exhibit A is a copy of a complaint filed by the firm of Pinto, Stein and

Mozer, Esqs., on behalf of College Assistants against the Board of Higher Education, in which demand is made for payment of overtime compensation pursuant to the Fair Labor Standards Act. Exhibit B is a general statement of Duties and Responsibilities for Clerical and Administrative employees of general application to the various City Agencies. Exhibit C is a general statement of Duties and Responsibilities for College Assistant A. Exhibit D is a graph showing comparable salary levels for Gittleson Clerical Titles A and B and corresponding City-Wide clerical titles from 1954 to the present time. Exhibit F is a decision by the Public Employment Relations Board of the State of New York, involving the Board of Higher Education of the City of New York, the Legislative Conference of the City University and United Federation of College Teachers - this Exhibit, however, seems irrelevant to the issues- before me, since it deals primarily with the issues of appropriate Bargaining Units. Exhibit G is a copy of the Gittleson Legislative Act. Exhibit H is a copy of a decision of the Supreme Court of the State of New York, dated January 24, 1949, in a case entitled ZUCKERBROAD v. BOARD OF HIGHER EDUCATION, a suit on behalf of Clerical Assistants employed by the Board for compensation pursuant to Section 889 of the Education Law.

The presentation of all of the aforesaid Exhibits on behalf of the Union and the Board was followed by lengthy oral summations by both sides. After the Hearings were closed, Mr. Nelson submitted a Brief on behalf of the Union, which included extensive explanatory notes, and Miss Dorothy Greenman submitted a supplementary statement on behalf

of Local 384, emphasizing the Union's claim for increased over-time compensation.

#### RECOMMENDATIONS

After careful review, and analysis of the evidence before me and after due deliberation on and consideration of the contentions of both parties, and, being duly aware of the climate of present labor negotiations of various contracts between the City of New York and various groups of City Employees, I make the following RECOMMENDATIONS:

I. Although the parties had agreed to a two and one-half year contract term, I believe that the salary problem can be solved more equitably with a three year contract. I hereby Recommend a three year contract for the period from July 1, 1969, to June 30, 1972.

II. I recommend the following salary adjustments:

1. COLLEGE OFFICE ASSISTANT A  
AND COLLEGE SECRETARIAL  
ASSISTANT A:

(a) From July 1, 1969 to June 30, 1970:

General Increase of \$800.00  
Minimum: \$5,800.00  
Maximum: To go up \$800.00

(b) From July 1, 1970 to June 30, 1971:

General Increase of \$600.00  
Minimum: \$6,200.00  
Maximum: To go up \$600.00

(c) From July 1, 1971 to June 30, 1972:

General Increase of \$600.00.  
Minimum: \$6,600.00  
Maximum: To go up \$600.00

2. COLLEGE OFFICE ASSISTANT B and  
COLLEGE SECRETARIAL ASSISTANT

B:

(a) From July 1, 1969 to June 30, 1970:

General Increase of \$900.00  
Minimum: \$7,000.00  
Maximum: To go up to \$900. 00

(b) From July 1, 1970 to June 30, 1971:

General Increase of \$700.00  
Minimum: \$7,500.00  
Maximum: To go up \$700.00

(c) From July 1, 1971 to June 30, 1972:

General Increase of \$700.00  
Minimum: \$8,000.00  
Maximum: To go up \$700.00

3. COLLEGE ADMINISTRATIVE ASSISTANT C:

(a) From May 1, 1969 to June 30, 1970:

General Increase of \$1,000.00  
Minimum: \$8,300.00  
Maximum: To go up \$1,000.00

(b) From July 1, 1970 to June 30, 1971:

General Increase of \$800.00  
Minimum: \$ 8,900.00  
Maximum: To go up \$800.00

(c) From July 1, 1971 to June 30, 1972:

General Increase of \$800.00  
Minimum: \$9,500.00  
Maximum: To go up \$800.00

III. On the Issue of Overtime Compensation I make the following  
Recommendations:

1. FOR COLLEGE OFFICE ASSISTANT A;  
COLLEGE SECRETARIAL ASSISTANT A;  
COLLEGE OFFICE ASSISTANT B; and  
COLLEGE SECRETARIAL ASSISTANT B:

Effective July 1, 1969 - Straight time pay for all time



worked up to and including 40 hours; for all time worked over 40 hours, compensation shall be at the rate of time and one-half of the straight time rate. The straight time rate is based on 1/1827 of the employee's annual salary.

2. FOR COLLEGE ADMINISTRATIVE  
ASSISTANT C:

Effective July 1, 1969 - these employees are covered and are to be covered by the City-Wide Agreement overtime provisions, except during the College registration periods in their particular College. During such registration periods, and only during such registration periods, they will receive straight time pay for all time worked up to and including 40 hours. The straight time rate is to be based on 1/1827 of the employee's annual salary. All time worked over the 40 hours during these periods will be paid at the same rate provided in the City-Wide Agreement.

Respectfully submitted,

---

JOSEPH DI FEDE  
FACT-FINDER