OFFICE OF COLLECTIVE BARGAINING
OF THE CITY OF NEW YORK

In the Matter of the Impasse Proceeding
between

NEW YORK CITY OFFICE OF LABOR RELATIONS
AND

DISTRICT COUNCIL 37 AFSCME, AFL-CIO
(PARKS AND PUBLIC WORKS)

REPORT AND
RECOMMENDATIONS
OCB NO. 1-126-77

Before:

Louis Yagoda, The Impasse Panel

BACKGROUND

A Collective Negotiations Agreement expired, by
its terms, on June 30, 1976 between the City of New York
(hereafter referred to as City) and the Parks and Public
Works bargaining unit of District Council 37 (hereafter re-
ferred to as Union) on June 30, 1976. Said bargaining unit
consists of approximately 1041 employees in the following
titles:

Foreman (Including Specialties)
District Foreman (Including Spec.)
Borough Foreman (Including Spec.)
Superintendent of Sewer Service
Superintendent of Repairs to Distribution
General Supervisor of Repairs to Distribution
Assistant Monument Restorer
Monument Restorer
Assistant Park Director
Climber and Pruner
Gardener
Foreman of Gardener
Horticulturist
Menagerie Keeper
Supervisor of Menagerie
Park Foreman
General Park Foreman
Senior Supervisor of Park Operations
Swimming Pool Operator
Sr. Menagerie Keeper
Waterplant Operators
Watershed Inspectors

Negotiations commenced on June 8, 1976 with the Union submitting twenty-three demands for inclusion in the successor Agreement. After a number of bargaining sessions the parties resolved all issues except one: "Premium pay for working on Saturday and Sunday".

Pursuant to Chapter 50, 1173 - 7. C. c (2) of the New York City Collective Bargaining Law, I was notified by the New York City Office of Collective Bargaining by letter dated January 11, 1977 that I had been designated, at the joint request of the parties, as a one-member impasse panel to hear and make report and recommendations on the outstanding issue between the parties.

Hearings were held before me on this controversy on February 7, 1977, May 11, 1977 and May 24, 1977. The City was represented by Elaine Mills, Esq., of the New York City Office of Labor Relations. The Union was represented by Reuben Rosenberg, Associate Director of Research and Negotiations, District 37 AFSCME.

POSITIONS OF THE PARTIES

The demand arises from the fact that the week-day components of weekly schedules for these employees varies with some of them being required to work five successive days which
include Saturdays or Sundays, sometimes both. These individuals are paid their regular hourly, daily, weekly rates for such days with no extra premium payments for the Saturday and/or Sunday work. (If, however, their scheduled hours of work - as in some instances is true - come within the Monday through Friday workweek, and if called in to work on Saturday and/or Sunday, they become subject to premium pay for said days at time and one-half of their regular rate of pay)*.

Inasmuch as many of these employees occupy foreman positions and a substantial number of the individuals have supervisory responsibilities for such activities as recreational or park facilities or water supply and sewer maintenance, their schedule often includes weekends as part of seven-day operations continuously manned by rotating shifts and alternating schedules.

Aside from arguing for and entering support for its demand on an equitable and comparative basis, the Union makes a point of the fact that "this demand has been on the table at various negotiations for a matter of eight or ten years" and in the further words of the Union spokesman."Have been shunted from one forum to another" without success.

There was put into evidence by the Union, a Summary of Recommendations of an Impasse Panel concerning demands of various units represented in City-wide negotiations by District 37 for the 1973-76 contracts between the parties. This states, in pertinent part:

*However, one witness - Superintendent of Repairs to Distribution, Department of Water Supply, Borough of the Bronx, indicated that, although entitled to compensatory time for work done on Saturdays and Sundays, his claims for such pay had been so closely queried that he had gotten "disgusted" and works on those days without any compensation therefor.
UNION DEMAND NO. 53.

We do not recommend acceptance of this demand. However, we discern an inequity insofar as certain employees work without premium pay on week-ends along with "prevailing rate" employees who by virtue of their statutory comparability to private sector employees, receive premium pay. We are not, unfortunately, in a position to delineate exactly which employees are so affected, or to determine the scope of any relief to be accorded them. We believe, therefore, that this particular matter should be referred to and resolved in the next "unit negotiations."

The most emphatic point made by the Union is that, as indicated in the foregoing statement of the earlier impasse panel, the subject supervisors often supervise employees on Saturdays and Sundays who are paid at time-and-one-half regular rates for the former and at double time their regular rates for the latter. This is because many of such individuals come under the Public Works Prevailing Wages Law (Article 1, Sect. 17 N.Y. State Constitution and Chapter 31, Sect. 220 of New York State Laws). Section 220 provides in part, that "each employee on public work contracts shall be paid not less than the wages prevailing in the community for such work and includes also "fringes" and "supplements" (Chapter 31, Sect. 220, Subd. 3, as amended by Ch. 976 L. 1966).

As examples of the payments made to other employees for Saturday and Sunday work "as such" (that is, even though
falling within a five-day schedule) the Union submitted as examples: Section 220 Determinations for Plumbers, Thermostat Repairers and Tappers (March 25, 1976) which provide double time for work done on Saturdays, Sundays and holidays; Steam-fitters (May 19, 1975) which provide for time and one-half rates for work done on Saturdays and Sundays and double-time for holiday work; Auto Mechanics and Machinists (July 28, 1975) which stipulate time and one-half rates for work done on Saturdays, Sundays and holidays; Welders (July 11, 1974), time and one-half of regular rate for Saturdays, Sundays and holiday work; Pipefitters, (March 25, 1976), double-time their regular rate for work done on Saturdays, Sundays and holidays; Bulldozers; Laborers (April 18, 1975), Saturday work at time and one-quarter, Sunday work at time and one-half.

The Union submitted computations which showed that in some instances, employees coming under Prevailing Wage Determinations worked under the subject employees acting as their Foremen and (in spite of the higher hourly rate of the Foremen) received total gross compensation for the same number of hours (if the workweek included Saturday and Sunday) higher than the Foreman (although, in some cases, this was brought about by the fact that the Section 220 employee earned a higher hourly rate than the subject foreman).

The Union also made comparisons between the subject supervisors and other foremen coming under Prevailing Wage Law Determinations. One such comparison follows:
<table>
<thead>
<tr>
<th>TITLES</th>
<th>PREMIUM PAY HOURLY RATE</th>
<th>PREMIUM PAY DAILY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>No premium pay</td>
<td>No premium pay</td>
</tr>
<tr>
<td></td>
<td>(Hourly rate: $8.877)</td>
<td>(Daily rate: $71.016)</td>
</tr>
<tr>
<td>District Foreman</td>
<td>No premium pay</td>
<td>No premium pay</td>
</tr>
<tr>
<td>General Park Foreman</td>
<td>(Hourly rate: $9.758)</td>
<td>(Daily rate: $78.06)</td>
</tr>
<tr>
<td>Borough Foreman</td>
<td>No premium pay</td>
<td>No premium pay</td>
</tr>
<tr>
<td></td>
<td>(Hourly rate: $10.919)</td>
<td>(Daily rate: $87.36)</td>
</tr>
</tbody>
</table>

| Foreman Asphalt Worker       | (1 1/2x) $12.87 Sat.  | $102.96                |
|                              | (1 1/2x) $12.87 Sun.  | $102.96                |
| Foreman Crane Engineer (A.M.P.E.S.) | (2x) $27.12 Sun. | $217.00                |
| Foreman of Steamfitters (35 hours) | (1 1/2x) $14.11 Sat. | $98.77 (7 hrs.)        |
|                              | (1 1/2x) $14.11 Sun.  | $119.93 (8 hrs.)       |
| Foreman Auto Mechanics       | (1 1/2x) $16.095 Sat. | $128.76                |
|                              | (1 1/2x) $16.095 Sun. | $128.76                |
| Foreman Mechanics Motor Vehicle | (1 1/2x) $16.455 Sat. | $131.64                |
|                              | (1 1/2x) $16.455 Sun. | $131.64                |

Argument and testimony by the Union was also addressed to other aspects of the jobs in question which in the Union's view impose additional hardships, unpaid for here, paid for when done by others. As one example, because of the supervisory nature of the work, some employees are compelled to
be at work substantially before the start of the scheduled and paid for day and leave after their official day is ended. A particular instance of such requirement is for supervisors who control City-run golf facilities. Others who work beyond the scheduled day receive premium pay but according to the testimony, the foremen ask for none and get none. (When the subject employees have, on occasion, however, been required to work a set period of overtime - because of an emergency water-pipe breakdown, for instance - they are subject to compensatory time off or premium pay.)

The Union concludes that, taking into consideration the various routine amounts of unpaid overtime already contributed by these supervisors (roughly estimated by the Union to be typically three hours in pre- and post-standard day overtime per week) the cost to the City would be less than if these employees were paid premium pay for Saturday and Sunday work at the same rates as paid for prevailing-rate employees who work directly or indirectly under them and for periods varying from ad hoc brief emergencies to full side-by-side schedules for entire weeks.

The Union spokesman makes a particularly emphatic point of the fact that veteran employees who have satisfied civil service requirements in both highly specialized craft skills and administrative talents are denied payment for deprivation of weekends conventionally expected and enjoyed by working men and at the same time those working alongside them (and at a subordinate level of responsibility) are granted extra compensation for such deprivation, sometimes yielding the latter higher per-hour rates or total compensation than the per annum
listed for the latter in the announcements, postings and official career and salary schedules of the City of New York.

Specifically, the Union is not asking that all employees receive the premium pay for Saturday and Sunday work. The Union demand is that all employees who work with and who supervise "prevailing-rate employees" who receive premium pay be given the same premium pay rate.

At the outset of these hearings, the City interposed a threshold position that apart and aside from the "equities" and comparisons conventionally resorted to in making interest determination in contract disputes (and within the framework of those criteria on which impasse panels are mandated to act in Chapter 52 of the New York City Labor Law) this Panel is obligated to conclude that it has no legal authority to act on the subject put before it as a Union demand in these proceedings.

Casting its posture in terms of the standards enunciated by the New York City Collective Bargaining Law - comparisons of benefits of like employees in comparable public and private employment; the context of overall benefits received; change in the cost of living; "the interest and welfare of the public"; such factors as are "normally considered" - the City's stance is that the fourth of the foregoing criteria has now been so firmly fixed as a determinative factual force by economic reality, statutory finality and contractual dispositiveness as to overwhelm all the other criteria stated and, indeed, prevent access of the Union to them.

As the City presented it, "the interest and welfare of the public" criterion received controlling definition when in 1975, the New York State Legislature, reacting to a state of drastically critical City financial distress, met in Extraordinary Session and enacted the New York City Financial Emergency Act signed into law by the Governor (Chapter 868 of the Laws of New York, 1975).
Section 1 thereof states, in part: "It is hereby found and declared that a financial emergency and an emergency period exists in the City of New York. The City is unable to obtain the funds needed by the City to continue to provide essential services to its inhabitants or to meet its obligations to the holders of outstanding securities."

The statement continues by declaring that failures and defaults loomed which would be "devastating" in their effect on the City and its inhabitants, concluding, in part, that "this situation is a disaster and creates a state of emergency" and going on to state in further part:

"To end this disaster, to bring the emergency under control and to respond to the overriding state concern described above, the state must undertake an extraordinary exercise of its police and emergency powers under the state constitution, and exercise controls and supervision over the financial affairs of the city of New York; but in a manner intended to preserve the ability of city officials to determine programs and expenditure priorities within available financial resources."

Chapter 868 proceeds thereafter to set up certain monitoring and approval functions of a newly created New York State Emergency Financial Control Board. Among these is the statement that "all contracts entered into by the City or any covered organization must be consistent with the provisions of this act and must comply with the requirements of the financial plan as approved by the board" (Sect. 7, c.). In further support of this power, the Act provides prior submission to the board of contracts or other obligations, and the right of the board "by order" to "disapprove any Contract or other obligation reviewed by it, only upon a determination that, in its judgment, the performance of such Contract or other obligation would be
inconsistent with the financial plan and the City or covered organization shall not enter into such contract or other obligation" (Section 7, c, iii).

For the purpose of showing how the foregoing enactment had been implemented and administered by the mechanisms mandated by Chapter 868, the City presented testimony by Eugene Keilin, Executive Director of the Municipal Assistance Corporation for the City of New York, a joint City-State emergency financial body arising out of the current City fiscal crisis*. Mr. Keilin testified that he was also formerly counsel for the Deputy Mayor for the City of New York for Finance.

Mr. Keilin testified that his responsibilities as counsel to the Deputy Mayor (from September 1975 to September 1976) included preparation and administration of the City's three-year financial plan and liaison with the Emergency Financial Contract Board created by the New York State Legislature.

As part of his testimony, Mr. Keilin identified a resolution adopted by the Emergency Financial Control Board on October 20, 1975, approving the financial plan which had been submitted by the City of New York to comply with the requirements of the Financial Emergency Act. This financial plan, approved on October 20, 1975, is a year-by-year program in summary of the City's expenditure and revenue projections, designed to meet the

*Created by State legislation to exchange its notes for the City's outstanding short-term obligation which the City was unable to redeem.
requirements of the Financial Emergency Act culminating in the City's operating with a balanced budget in the fiscal year 1978.

As introduced in evidence, this financial plan makes certain "assumptions" concerning "Revenues" and "Expenses"; Item 2 - A. thereof made an assumption as one of the bases of the plan that the City would incur no additional cost caused by collective bargaining agreements in fiscal years 1977 and 1978 above the levels in force during fiscal year 1976. In short, no money is to be provided or expended for increase of benefits through collective bargaining - including fringe benefits of any kind - for 1976, 1977 and 1978.

The witness pointed out that the figures for 1975-77 and 1977-78 are actually lower on this plan than the figures for 1975-76. He explained this by pointing out that in the first fiscal year, the City was running a deficit of approximately a billion dollars for that year and the need and purpose was to close this deficit by a combination of expenditure reductions and revenue increases. There is therefore, actually less money in the financial plan for personal service in fiscal year 1977 and 1978 than there was in fiscal year 1976.

Mr. Keilin also identified as another exhibit, a memorandum dated May 18, 1976 from Stephen Berger, Executive Director of the Emergency Financial Control Board, to the members of the E.F. C.B. It contains, in part, a resolution passed by that Board. This resolution contains the following statements to which attention is directed by the City:
RESOLVED, that the Board adopts the following general wage and salary policies which shall be applicable, during the emergency period or until such earlier time as the Board shall determine, to collective bargaining agreements of the City or covered organizations:

1.) No agreement shall provide for general wage or salary increases or increases in fringe benefits.

2.) No agreement shall provide for increases or adjustments to salaries or wages, including those based upon increases in the cost of living, unless such increases or adjustments are funded by independently measured savings realized, without reduction in services, through gains in productivity, reductions of fringe benefits or through other savings approved by the Board, all of which savings shall be in addition to those provided for in the financial plan.

3.) Each agreement shall provide for a mechanism to permit savings in pension costs or other fringe benefits during the term of agreement.

Mr. Keilin's further testimony was that, pursuant to its powers under the Financial Emergency Act, it is part of the function of the E.F.C.B. to review and approve or disapprove City contracts, including collective bargaining agreements. The witness stated that at the time of his testimony, the E.F.C.B. had rejected at least two collective bargaining agreements which had not conformed to its enunciated criteria.

In support of the upholding of the wage increase and/or fringe benefits freeze (absent reciprocal productivity
savings or other countervailing considerations embodied in
the "crisis rules") the City cites Impasse Awards 1-110-74,
1-113-74 and 1-22-75 denying the Union's demands.

On the basis of the foregoing, the City moved that
the issue be dismissed without consideration of other criterion
enunciated in the Labor Law raised by the Union.

Note on Procedure

The Impasse Panel held hearings in abeyance while
he took under advisement the City's preliminary motion. He
thereafter decided to hear the parties on other aspects of the
controversy without prejudice to the possibility that final
recommendation might be to accept the City's motion. Accord-
ingly the parties were so informed and the Union was given
opportunity to put in its full position and the City to re-
spond thereto without relinquishing its right to have its
threshold posture acted on and to be given dispositive weight,
if so concluded by this Impasse Panel.

CONCLUSIONS AND RECOMMENDATIONS

On full and careful consideration of the positions
of the parties, I conclude that neither an Impasse Panel
nor the Board of Collective Bargaining has authority to
crant the demand sought by the Union at this time.

This conclusion is based on the Financial Emer-
gency Act for the City of New York and the contract review
powers of the EFCB and its resolution of October 20, 1975,
which approves the City's three year financial plan and
precludes increases in fringe benefits for all City
Employees through June, 1978. Additionally, it is based
upon the EFCB memorandum of May 18, 1976, which likewise
prohibits increases in fringe benefits. Accordingly, the
claim will be dismissed and denied without evaluation
of the arguments of equity put forth by the Union and the
countervailing arguments advanced by the City inasmuch as
such evaluation would be futile and academic.
RECOMMENDATION

I recommend that the Union's demand for inclusion in its July 1, 1976 Collective Bargaining Agreement with the City of New York of "Premium pay for working on Saturday and Sunday" be dismissed and denied.

Dated August 8, 1977

Louis Yagoda
Interim Panel

State of: New York  
County of: Westchester) SS:

On this 8 day of August, 1977, before me personally came and appeared Louis Yagoda 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.

Harrison Yagoda
Notary Public, State of New York
No. 60-5762217
Qualified in Westchester County
Comm. Expires March 30, 1978

RECEIVED FOR ACTION
Aug 15 '77

[Handwritten annotations on the page]
April 20, 1977

Mr. Steven Berger  
Executive Director  
Emergency Financial Control Board  
270 Broadway - Room 2107  
New York, N. Y. 10007

Dear Mr. Berger:

It is the understanding of the parties that all Interim Recommendations of Professor Levin in OCB Case No. I-130-77 will be incorporated into his final Report and Recommendations. Furthermore, it is our understanding that the law requires that the final Award of all Impasse Panels are subject to E.F.C.B. approval. We therefore agree that the final OCB Award will be submitted for and subject to E.F.C.B. approval.

In accordance with the foregoing, should the E.F.C.B. disapprove any condition of said OCB Award, all conditions of said Award shall be inoperative.

Very truly yours,

Anthony C. Russo  
Director

Samuel DeMilia  
President, Patrolmen's Benevolent Association
January 12, 1977

To: Steph Berger, Executive Director,

From: David Seeley

Re: Board of Education Collective Bargaining Policies

The enclosed memorandum to the Board of Education is sent to you based on the joint studies carried out by the Public Education Association and the United Parents Association. We believe the EFCB can play an important role in helping to improve Board of Education collective bargaining practices at this time.

We are aware that the EFCB does not want to substitute itself for the management of city agencies. Nevertheless within each of the areas below there are actions which are among the proper responsibilities of the EFCB and which seem to us to be necessary and appropriate in order to assure that city agencies fulfill their own management obligations.

1. Although the Board of Education has proposed a UFT contract for approval, it has not yet submitted contracts for administrators, custodians, firemen and cleaners, and certain District Council 37 employees. While it has been argued that the UFT contract can be paid for “within the financial plan,” we understand that no funds have been included in the financial plan for increases for custodians, firemen, cleaners, and various other employees. For this reason, we urge that no approval be given on the UFT contract until it is clear where funds will come from for all raises to be proposed, without further reduction in services. To approve the UFT contract in isolation may establish precedents for increases that will then have to be extended to other employees without the funds necessary to pay for them. The Board of Education should be required to present a responsible plan within which all its employees are treated fairly and in accord with EFCB guidelines and sound budget priorities.

2. The argument that a contract can be paid for “within the financial plan” is spurious in any case. Any contract, no
matter how violative of the wage freeze, productivity guidelines, and sound financial planning, can be paid for "within the financial plan," so long as enough services are cut to pay for it. Specific amounts were estimated for salary increases in the financial plan in the absence of policy decisions on salary increases. To use these amounts included in the plan now as the basis for policy decisions is nonsensical and an abdication of management responsibility. Furthermore, we were assured that the inclusion of any specific item in the financial plan in no sense reflects approval of that item, since cuts have to be taken from the budgeted amounts and since any item in the plan might be cut, depending on sound management decisions. We urge that the EFCCB make clear to the Board of Education that the amounts in the financial plan cannot be used for guidance on collective bargaining, except, of course, that the Board's total expenditures for collective bargaining, together with all other expenses, cannot exceed the financial plan. Since there has been so much misunderstanding in the past, this clarification should be in writing and public.

3. The EFCCB has taken an important and positive step in requiring productivity savings without reductions in services as the basis for any salary increases. The Control Board's decision on the UFT contract will be an important test as to whether this important guideline will be enforced. No approval should be given without clear determination of compliance. From our analysis of the proposed UFT contract we have been unable to discover productivity savings to cover the proposed increases. The public is understandably skeptical, since it hears of proposed salary increases and then hears a few weeks later of further staff cuts and tax increases.

4. Since definitive guidelines on productivity do not now exist, we urge the EFCCB to require the Board of Education, and all other agencies, to set forth their claims for productivity savings without reductions in services in clear and unmistakable terms which can be understood by the public, and on the basis of which the agencies can be held accountable in the future. This would also encourage more careful management within the agencies in preparing for and negotiating future contracts.

5. Board of Education spokesmen have blamed the undue haste with which the most recent UFT negotiations were brought to a close on pressure from the EFCCB for a speedy decision. In our opinion the Board of Education was far too slow in responding constructively to the Control Board's original rejection of the contract and has still not responded adequately, since the contract remains unchanged in terms of its basic cost structure. Yet we have not been able to detect that the pressure for the latest negotiation came from the EFCCB.
We think the EFCB could play a useful role in urging all agencies to take the time necessary to negotiate responsibly. We understand, for instance, that the Board of Education at long last has in preparation some of the management studies and back-up data needed for responsible bargaining with the school custodians. There is a danger, however, that because of pressure for settlement these important preparations will not be given serious consideration in the negotiations. If the EFCB would make it clear that it will not consider a proposed contract for approval unless there is evidence of carefully prepared management data and analysis, which was taken into account in the course of the negotiations, this could have a salutary effect on collective bargaining practice, since even the unions, wishing speedy EFCB approval, would have an interest in seeing that this requirement is met. The dynamics of bargaining would be changed for the better, just as they have been shaped in part by the Control Board's productivity requirement. Also, such a requirement, by helping to strengthen the city's management practices, would help the Control Board avoid having to play a managerial role for the city.

* * * * * * * * *

Although we do not expect specific EFCB policy in our particular area of interest, namely better representation of the clients' interest in collective bargaining, we would nevertheless like the Control Board to be aware of our concern and be sympathetic to it. While many collective bargaining experts with private sector backgrounds do not at first understand the role of client input, we have become increasingly convinced that in public sector bargaining such input is the closest substitute for the stockholders' interest in providing the necessary economic discipline for bargaining. Without strong representation of client interest in public sector bargaining, there is little incentive for responsible bargaining, and indeed there is question whether there is real "bargaining" worthy of the name. If the city expects someday to get on without a Control Board to review its collective bargaining agreements, it will have to bring far greater balance into bargaining so that the interests of consumers of city services and taxpayers are reflected as well as those of city employees. We are making some small progress in this direction in education through the involvement of community school board representatives in the negotiations. We hope the EFCB will understand the need for this and encourage its development. Proper action by the EFCB on points 1-5 above will facilitate such
development, since sound management practices are an essential foundation for responsible client consultation and participation.

We would be happy to discuss any of the above with you or your staff or members of the Control Board. We will call your office for an appointment in a few days. We would appreciate a reply from you if any of what we have suggested seems unworkable or ill advised.
January 12, 1977

To: Members of the Board of Education

From: David Seeley

Re: The improvement of collective bargaining

The Public Education Association and the United Parents Association have been cooperating in a project to study the improvement of collective bargaining in education, with particular reference to ways in which the interests of parents and the public can be better reflected in negotiations. This memorandum will share with you some conclusions we have reached in recent meetings. We hope they will be helpful in promoting a constructive rethinking of collective bargaining policies and practices which so many of us (even including the head of the teachers union) see as necessary at this time.

1. The development of sound management studies, which we understand is now being undertaken in the office of the Deputy Chancellor in preparation for the custodians' contract negotiations, is an extremely important and positive step forward. We trust that both the Board and the union will see the need for such responsible management preparation and will allow enough time in the custodian negotiations for these studies to be taken into account.
2. We have become aware that some of the complaints about "lack of consultation" with parents and community school boards stem not so much from exclusion from management deliberations as from lack of such deliberations for anybody. Every possible encouragement must be given to the development of sophisticated management positions that reflect the interests of the children and the public in preparation for all contract negotiations. Merely reacting to union demands is not enough. And "counter demands" in and of themselves are also not enough, although they also are a step forward. What is needed is hard data and analysis of the cost and effectiveness of various contract provisions and demands, accurate comparisons with other systems, and a well informed constituency ready to back the Board in its positions.

3. Although money was put into the financial plan for salary increases for teachers and administrators, none was put in for custodians and custodial workers. Why is that? The Board has quite properly called for "equity" in handling the increases for various employees, but it has proposed a contract for teacher salary increases while it is still not clear where funds would come from to pay "equitable" increases for custodians and custodial workers. The question of any increases for anyone must be considered as a whole package, so that the Board and the public can have an idea of where funds will come from to pay increases without reducing services.
4. The "financial plan," it seems to us, provides a false base in any case for determining what raises should or should not be granted. Cost estimates were included in the financial plan in the absence of policy decisions on salary increases. To use the financial plan now as the basis for policy decisions is circular at best and an abdication of management responsibility at worst. It certainly will not wash to propose increases for teachers and administrators but then get tough on the lowest paid custodial workers because "there is no money for them in the financial plan." The Board's decisions as to what increases, if any, to pay, must stand on their own two feet as the best use of available funds, without regard to specific amounts listed in the financial plan. It should also be remembered that in each year of the financial plan substantial cuts were required, so no specific budget item whether for salary increases or any thing else, can be considered sacrosanct.

5. We do not see developing as yet a policy on "productivity savings" at the Board of Education. The EFCH guideline requiring that salary increases must be paid for through productivity savings without reduction in services, strikes us as one of the most important new dimensions for collective bargaining that has developed during the financial crisis. If properly used this policy could bring the unions into a new cooperative relationship with the Board
of Education in seeking ways to increase the efficiency and productivity of the school system. Albert Shanker, when he met with the Educational Priorities Panel a few weeks ago, expressed his willingness to enter into such discussions and his frustration that the Board of Education was doing so little to respond to the financial crisis. Yet the proposed contract put forth by the Board and the union reflect little in the way of creative new productivity policies or practices. We urge that joint task forces be established at the earliest possible time to search out new approaches to productivity.

6. Our joint PEA-UPA project is based on the premise that well organized participation and consultation with parent and community school board representatives will greatly improve the quality of collective bargaining. We are aware that such participation is a relatively new experience, and that it involves its own difficulties which must be overcome. The experience up to now has had its ups and downs, with good consultation at times, but often with jarring breeches at crucial moments. Many parents are very dissatisfied with the manner in which the most recent UFT negotiations were handled. We hope the Board will ensure full consultation on the custodians' contract and will give its full backing to the development of sound and effective consultation procedures for all future negotiations. Since the PEA and the UPA are now working constructively with each other on this issue, and have
developed a cooperative relationship with the Institute for Responsive Education, a national organization which has a foundation grant to study new collective bargaining practices elsewhere in the country, we would be happy to work with the Board in establishing an advisory task force to develop ways in which to improve the present consultative procedures.

We would be happy to discuss any of the above with members of the Board or staff. We hope we will hear from you soon.

cc: Chancellor Irving Anker
    Deputy Chancellor Bernard Gifford
    Mr. John Pinneran
    Emergency Financial Control Board members
Memorandum of Interim Understanding dated as of June 30, 1976, as to the Collective Bargaining Negotiations for the period 1976 - 1978 between the City of New York, as Employer, and the Municipal Labor Unions, signatories hereto on behalf of their respective memberships.

WHEREAS, the existing economic and fiscal crisis affecting the City of New York and the requirements of the Department of the Treasury relating to the City's loan request under the New York City Seasonal Financing Act of 1975, as stated in its letter of June 19, 1976 annexed hereto, make it necessary that the Employer and the Unions reach a memorandum of interim understanding covering the nature and subject matter of pending collective bargaining negotiations for the period 1976 - 1978, and

WHEREAS, contracts between the Employer and the Unions expired on December 31, 1975, or June 30, 1976, and further negotiations for successor contracts are pending and will extend beyond July 1, 1976, the object of this memorandum is to meet the conditions set by the Department of the Treasury that the Employer and the Unions agree in principle that the new contracts shall be consistent with the general wage and salary policies of the Emergency Financial Control Board issued May 18, 1976, and

WHEREAS, it is in the mutual interest of the parties to avoid labor strife and its disastrous impact upon the City of New York, its citizens, and its employees;

NOW, therefore, it is agreed that the following shall constitute the basic terms and conditions of collective bargaining agreements between the parties for the contracts executed for the period 1976 - 1978:

(MORE)
1. The parties agree to conform and abide by the following resolutions of the EFCEB, dated May 18, 1976, as follows:

a.) No agreement shall provide for general wage or salary increases or increases in fringe benefits.

b.) No agreement shall provide for increases or adjustments to salaries or wages, including those based upon increases in the cost of living, unless such increases or adjustments are funded by independently measured savings realized, without reduction in services, through gains in productivity, reductions of fringe benefits or through other savings (or other revenues) approved by the Board, all of which savings shall be in addition to those provided for in the financial plan.

c.) Each agreement shall provide for a mechanism to permit savings in pension costs or other fringe benefits during the term of agreement.

2. The Cost of Living Adjustments presently set forth in operative collective bargaining contracts shall be continued at the existing rate therein, pending any replacement thereof in final agreements for the contract period 1976 - 1978.

In addition thereto and subject to the provisions of paragraph (b) below:

---NOTE: The term "employees" as used herein shall mean full time per annum employees whose regular work week is thirty-five (35) hours or greater.

The provisions shall be applied to other than full time per annum employees in the same manner as heretofore utilized by the parties.

a.) As soon as the Consumer Price Index for Urban Wage Earners and Clerical Workers, New York, N. Y., Northeastern New Jersey (Base Year 1967 = 100) for August, 1976, is published by the Bureau of Labor Statistics, U.S. Department of Labor, and exceeds by more than four-tenths (0.4) of a point the Index for March, 1976, the employer shall pay an adjustment effective October 1, 1976 and during the period October 1, 1976 to March 31, 1977 to all employees covered by this Agreement and appointed prior to July 1, 1976 at a rate of twenty-one dollars ($21) per annum for each full four-tenths (MOROE)
b. ) Should the Index published for February, 1977, exceed by more than four-tenths (0.4) of a point the Index for March, 1976, the employer shall pay an adjustment, effective April 1, 1977 and during the period April 1, 1977 to September 30, 1977 to all employees covered by this Agreement and appointed prior to July 1, 1976 at a rate of twenty-one dollars ($21) per annum for each full four-tenths (0.4) of a point increase.

c. ) Should the Index published for August, 1977, exceed by more than four-tenths (0.4) of a point the Index for March, 1976, the employer shall pay an adjustment effective October 1, 1977 and during the period October 1, 1977 to March 31, 1978 to all employees covered by this Agreement and appointed prior to July 1, 1976, at a rate of twenty-one dollars ($21) per annum for each full four-tenths (0.4) of a point increase.

d. ) Should the Index published for February 1978 exceed by more than four-tenths (0.4) of a point in the Index for March 1976, the employer shall pay an adjustment, effective April 1, 1978 and during the period April 1, 1978 to June 30, 1978, to all employees covered by this Agreement and appointed prior to July 1, 1976, at a rate of twenty-one dollars ($21) per annum for each full four-tenths (0.4) of a point increase.

e. ) An additional amount representing the difference between the amounts resulting from the above calculations and the amounts that would result if the rate were twenty-one dollars ($21) per annum for each full three-tenths (0.3) of a point increase in the consumer price index is deferred.

(MORE)
f.) No COLA shall be paid for increases in the cost-of-living index during the twelve-month period 4/1/76 - 3/31/77 which exceed 6 percent of the CPI for March, 1976 or for increases during the twelve month period 4/1/77 - 3/31/78 which exceed 6 percent of the index for February 1977. Any portion of a COLA not paid by reason of the limitations in this paragraph shall be deferred.

G.) Payments of COLA made under the proposed contracts and these conditions and limitations, shall not be deemed part of wages or compensation for the purpose of computing pension contributions of either an employee or the employer or in fixing any rights, benefits or allowances of an employee or his beneficiaries under the retirement systems or plan to which he belongs, but shall be included for all other purposes covered by the contracts.

h.) All COLA payments must be funded through independently measured savings or other revenues, and in accordance with the general wage and salaries policies issued by the EFCB.

i.) As to the deferred items, if on June 30, 1977, the monies accumulated by productivity or other savings are in excess of the amounts needed to defray the cost of the cost-of-living adjustment as provided herein, the employer, consistent with its then existing overall financial condition, recommend to the EFCB the use of a portion of these surplus savings (a) to pay the difference between the rate of the COLA as herein provided and the rate deferred either retroactively or prospectively or both, and or (b) any COLA deferred by reason of the 6% limitation imposed herein. For the

(MORE)
contract period subsequent to June 30, 1977, a similar review may be made on or after April 1, 1978. The EFCB shall have the right to determine whether the portion of the surplus recommended to be allocated to these payments is consistent with the employer's overall financial condition as well as what payments may be made.

3. The parties shall constitute a Joint Labor-Management Committee on Productivity composed of equal representatives of the City of New York and the Municipal Labor Committee. The purpose and function of the committee shall be to develop and maintain productivity programs, to effect cost savings without loss of services on a city-wide basis through reductions of fringe costs or by reason of other savings or other revenues, and to measure and evaluate which amounts shall serve to provide the COLA payments herein prescribed.

At the request of either or both parties, the Chairman of the Municipal Assistance Corporation and the Executive Director of the Emergency Financial Control Board will be invited to consult with the Joint Labor-Management Committee on Productivity. A dispute procedure shall be developed by the members of the Joint Labor-Management Committee on Productivity.

4. No layoffs shall be made except in accordance with the Financial Emergency Act.

Where layoffs are scheduled the following procedure shall be used:

1.) Notice shall be provided to the appropriate Union not less than 30-days before the effective dates of such projected layoffs.

2.) Within such 30-day period designated representatives of the City will meet and confer with the designated representatives of the appropriate Union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to (a) the transfer of employees
to other agencies with retraining, if necessary, consistent with Civil Service law but without regard to Civil Service title, (b) the use of Federal and State funds whenever possible to retain or reemploy employees scheduled for layoff, (c) the elimination or reduction of the amount of work contracted out to independent contractors and (d) encouragement of early retirement and the expediting of the processing of retirement applications.

The arbitration clause in any present or succeeding agreement shall be limited to determination of compliance by parties with the procedural requirements herein specified in paragraphs 1 and 2 above.

5. The unions agree in principle that the provisions of the contracts covering the periods 1/1/76 - 6/30/78 or 7/1/76 - 6/30/78, as the case may be, shall conform to the financial plan of the City of New York, dated March 26, 1976, submitted to EFCB, as to the funds allocated to employee wages and fringe benefits.

6. The contracts for the period 1/1/76 - 6/30/78 shall conform to the following terms:

a.) successor contracts to contracts expiring on June 30, 1976 shall have a two year term;

b.) all terms and conditions hereafter collectively bargained shall be effective retroactively to the expiration date of the prior collective bargaining agreements.

The within statements of principle shall be incorporated as part of the collective bargaining agreements as may hereafter be executed by the City of New York with the municipal labor unions signatory hereto.
WHEREFORE, we have been to act out laws and calls this day of June 1976.

THE CITY OF NEW YORK

BY John T. Barneal
City Director of Labor Relations

APPROVED AS TO FORM

BY William Rich
CORPORATION COUNSEL

APPROVED

BY EMERGENCY FINANCIAL CONTROL BOARD
June 18, 1976

Mr. Donald Kummerfeld
Director of the Budget
Bureau of the Budget
Municipal Building
New York, New York 10007

Dear Don:

As we have discussed, I would appreciate the following information:

1) An analysis of the payroll and personnel figures used by Arthur Andersen & Co. at yesterday's Control Board meeting. The Arthur Andersen figures showed a much larger percentage decline in personnel than in the payroll during the last year.

2) In order to be satisfied that the personal service expenses forecast for the year are reasonable, we would like to have your estimate of the payroll as of July 1, 1976, based upon the most recent payroll data available; and an estimate of the personnel on the City payroll as of the same date. With that information we would appreciate your estimate of the personnel reduction by month forecast in the Financial Plan tied to the reduction in the personal service expense.

Sincerely,

Herbert Elish
Herb -

Note Art. V - Layoffs
Art. II - Services
Art. X - Resolution of Disputes.

Monte
AGREEMENT made this day of by

and between THE CITY OF NEW YORK and other public employers as defined in §1173-3.0(g) of the New York City Administrative Code, whether or not such employers are a public employer or government within the meaning of Article 14 of the Civil Service Law (hereafter severally referred to as the "Employer"), and the Unions, as defined in Article I herein, and modifying the several existing collective bargaining agreements, prevailing rate determinations and wage agreements or wage indentures in lieu thereof between the Employers and the Unions listed in Appendix "A" to this Agreement, or any such agreements which come within the definition of "Contract" in Article I, Section 1' herein.

WITNESSETH:

WHEREAS, in light of the existing economic and fiscal crisis, the Employers and the Unions have mutually agreed upon certain measures and to modify the Contracts, and

WHEREAS, an agreement has been reached which provides the Employers and the Union with benefits to each, and

WHEREAS, the parties wish to reduce this agreement to writing,

NOW, THEREFORE, it is mutually agreed as follows:
ARTICLE I - DEFINITIONS AND APPLICABILITY

Section 1.

As used in this Agreement the terms listed below shall be deemed to have the following meaning:

a. Employer: The City of New York and all other public employers as defined in §1173-2.0(g) of the New York City Administrative Code, whether or not such an employer is a public employer or government within the meaning of Article 14 of the Civil Service Law;

b. Union: Any union or collective bargaining representative of employees of an Employer, as defined in this section, which is a signatory to this Agreement;

c. Contract: Any collective bargaining agreement, any prevailing rate of wages determination and any wage agreement or wage indenture in lieu of a prevailing rate of wages determination entered into between an Employer and a Union, as defined in this section, applicable to all or any part of the period commencing on July 1, 1975 and ending on June 30, 1976.

d. General increase: A salary or wage increase granted to the incumbents of a class of positions without regard to length of service. A cost of living adjustment shall not be deemed a general increase or a part thereof.
Section 2.

This Agreement shall constitute a supplemental agreement to and shall modify each Contract, and the provisions of this Agreement shall be deemed to be contained in each Contract.

Section 3.

The provisions of this Agreement shall govern despite any provisions of a Contract which may be inconsistent with or in conflict with any of the provisions of this Agreement. In case there is any uncertainty as to whether there is an actual conflict or inconsistency, any determination with regard to the matter shall be based upon the spirit and purpose of this Agreement.

ARTICLE II - SALARIES AND WAGES

Section 1.

The payment of the general increase in salary or wages provided for in any Contract which increase has an effective date between June 30, 1975, and June 30, 1976, identified in Appendix "B" to this Agreement shall be deferred for a period of one year in accordance with the following schedule or with any other schedule yielding an equivalent total deferral as set forth in such Appendix "B":

(a) For all employees whose salaries or wages prior to July 1, 1975, exceeded $15,000, a deferral of six per cent (6%) of such prior annual salary or wages:
(b) For all employees whose salaries or wages prior to July 1, 1975, exceeded $10,000 but did not exceed $15,000, a deferral in the amount of four per cent (4%) of such prior annual salary or wages;

(c) For all employees whose salaries or wages prior to July 1, 1975, did not exceed $10,000, a deferral in the amount of two per cent (2%) of such prior annual salary or wages.

The foregoing shall not be applicable to contracts that have an initial effective date of July 1, 1975 or thereafter. However, the parties agree that they will take into account in collective bargaining for such contracts the purpose of this agreement, it being understood that, if any deferral provisions are agreed upon in such collective bargaining, they shall be incorporated in the respective collective bargaining contracts.

Section 2.

The deferred increases in salaries or wages shall be paid at the time provided for in Article III of this Agreement and in accordance with Sections 4, 5 and 6 of that Article. Notwithstanding any provision of law or agreement, no interest shall be due or paid upon the deferred salaries or wages.
Section 3.

For the purposes of computing retirement allowances, and for the negotiation of the next successor contract for each affected unit or title, the salary rate during the period of deferral shall be treated as including the amount of the deferred increase. For all other purposes, such as computation of premium pay, holiday pay or differentials, weekend, shift or night differentials, etc., the salary rate during the period of deferral shall not include the amount of the deferred increase.

Section 4.

The provisions of this Article shall apply proportionately to those employees who are paid on other than a full-time per annum basis so that the percentage of deferral, as provided in Section 1 of this Article, shall be determined on the basis of what the employee would have earned if he had worked full-time per annum.

Section 5.

The parties agree that the curbing of overtime abuses by employees for pension purposes is a common objective and shall be the subject of further negotiations between the parties with the intention of reaching agreement on or before September 1, 1975.
ARTICLE III - REPAYMENT OF THE DEFERRED INCREASES

Section 1.

By June 30, 1978, the employer will seek to repay the deferred increases referred to in Article II from an Employer Deferral Liability Account subject to Sections 2, 3 and 4 following.

Section 2.

An Employer Deferral Liability Account shall be set up and shall consist of savings generated by or resulting from:

i) joint labor-management productivity improvements and other achievements in efficiency and economy in the operation of local government which are reached through the cooperative efforts of the parties to this Agreement.

ii) the value of employee attrition in Mayoral agencies above a normal level of 7,200 in 1975-76 for such agencies plus the value of employee attrition of employees in titles covered by this agreement who are employed by public employers other than Mayoral agencies above the normal level as established by mutual agreement between the Employer and the Municipal Labor Committee (created pursuant to Chapter 54 of the Administrative Code of the City of New York).
Section 3.

Any planning, supervision, and auditing procedures including the method of determining the amounts saved pursuant to Section 2 of this Article of the Employer Deferral Liability Account shall be established by mutual agreement between the Employer and the Municipal Labor Committee.

Section 4.

By June 30, 1978, the amount of funds so credited to the Employer Deferral Liability Account, shall be used to pay the deferred increases provided the following conditions exist:

i) the expense budget of the City of New York for fiscal year 1977-1978 is balanced, pursuant to then applicable law; and

ii) the market for the sale of obligations of the City of New York is such that the City will be able to sell its obligations under the market terms and conditions then prevailing.

Section 5.

The total payments of deferred salary or wage increases shall not exceed the amount accrued to the credit of the Employers Deferral Liability Account on June 30, 1978. If the amount so accrued is insufficient to pay all deferred salary and wages, the payments to each employee shall be the percentage of his or her deferred salary or wages that is equal to the percentage which the
amount accrued to the credit of the Employer Deferral Liability Account bears to the total amount of deferred salaries and wages.

Section 6.

Payment shall be made to employees covered by the provisions of Article II of this Agreement who were incumbents of the positions affected by such Article whether or not such employees were incumbents of the positions so affected for all or part of the deferral period, and whether or not such employees are in employer service at the time of payment.

ARTICLE IV - WORK RULES

The Unions shall enter into separate agreements with the Employers so as to modify one provision of the several Contracts covering work rules or to provide for one change in existing work rules which is acceptable to the Employer involved as beneficial to the Employer.

ARTICLE V - LAYOFF OR TERMINATION

Section 1.

The Employers agree not to exercise their right to lay off or terminate for economy reasons full time per annum permanent employees covered by this Agreement for the period commencing September 1, 1975, and ending August 31, 1976, except in the event of extreme necessity and except as to employees of such non-Mayor agencies as did not comply with the layoffs prescribed by the Mayor pursuant to the currently effective budget.
Article VI - Services

Section 1.

The Employers shall continue to review existing practices, and, where the Employers find that it will not be detrimental to the provision of services, and will not increase the cost of having the work performed, the Employers will make every effort to reduce the amount of contracting out for work to be performed for the Employers by independent contractors. Implementation of this Section is subject to the limitations imposed by required compliance with existing contractual obligations of the Employers.

Section 2.

Subject to the applicable law, the Employers will replace no less than 1,000 provisionally appointed employees with those permanently appointed full time per annum competitive class employees who have been laid off on or after June 30, 1975 for economic reasons, provided, however, that such laid off employees must be qualified and eligible to be employed in the titles determined by the Employers to be affected.

Section 3.

The City will continue its existing Citywide policies with respect to mandatory retirement. The City will encourage retirements prior to the mandatory age for retirement so far as it can do so in a manner which is not violative of existing law.
ARTICLE VII - OPEN CONTRACT NEGOTIATIONS

The parties agree to continue negotiations for open contracts covering the calendar years 1974 and 1975.

ARTICLE VIII - RATIFICATION

The Unions agree that, on or before September 1, 1975 this Agreement shall be submitted for adoption or ratification by those required to so adopt or ratify under the constitutions and by-laws of the several Unions, and in the manner required by such constitutions and by-laws, and that such ratification will be recommended by the officer signatories to this Agreement and to be effective as of August 31, 1975.

ARTICLE IX - COLLECTIVE BARGAINING

The parties have each independently and voluntarily entered into this Agreement and the negotiations leading to this Agreement.

ARTICLE X - RESOLUTION OF DISPUTES

The parties agree that a dispute concerning the application or interpretation of the terms of this Agreement, or any dispute arising out of actions taken under this Agreement, shall initially be presented to the step immediately preceding the final step of the Dispute Resolution Provisions of the underlying contract. A standing panel consisting of the impartial members of the Board of Collective Bargaining will be used for purposes of final step arbitration of disputes.
ARTICLE XI - POTENTIAL TERMINATION

Should Local Law No. 43 for 1975 be finally declared invalid or unconstitutional, this Agreement shall thereupon be terminated and become ineffectual thereafter. The time when such judicial determination shall be final for the purposes of this Article shall be the date when such determination is made by a court of last resort.

In the event that this local law shall otherwise become inoperative, this Agreement shall thereafter have no force or effect unless it has become inoperative because it has been replaced by a reasonably equivalent State law.

If, under either of the circumstances described in this Article, this Agreement is terminated, the parties shall meet for the purpose of determining the time for and the method of providing reimbursement of that portion of the increase that was deferred prior to such termination.

ARTICLE XII - APPENDICES

The Appendices attached hereto and initialed by the parties shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XIII - TERM

Except where subsequent action is provided for in this Agreement, the term of this Agreement shall be July 1, 1975, through June 30, 1976, provided however that:
i) The modifications of Contracts by this Agreement shall survive the termination of the underlying contracts;

ii) Such modifications shall not inhibit the collective bargaining of successor underlying contracts;

iii) Such modifications shall be incorporated into successor contracts for the term of this Agreement; and

iv) As to the deferral of salary and wage increases herein provided, such deferrals shall run for a period of one year from the commencement of such deferment notwithstanding any other provision of this Agreement.
WHEREFORE, we have hereunto set our hands and seals
this day of , 1975:

THE CITY OF NEW YORK

BY:

DISTRIBUTION COUNCIL 37
A.F.S.C.M.E., AFL-CIO

BY:

APPROVED AS TO FORM:

Corporation Counsel

BY:

COMPTROLLER

BY: City Employees Union,
Local 237 I.B.T.

BY:

OTHER EMPLOYERS:

BY:

BY:

BY:

BY:

APPROVED

Municipal Assistance Corporation

BY:
APPENDIX "A"

to

Agreement between the City of New York and other public employers and various Unions with regard to deferrals of salary and wage increases.
APPENDIX "B"

to

Agreement between the City of New York and other public employers and various Unions with regard to deferrals of salary and wage increases.
March 5, 1976

Mr. Jack Bigel  
230 West 41st Street  
New York, NY  Room 1901

Dear Mr. Bigel:

At the February 13 meeting of the Emergency Financial Control Board, it was indicated that the reports relating to collective-bargaining agreements prepared by Phillips, Nizer would be discussed with labor representatives so that possible differences of opinion could be resolved. Accordingly, I am sending a copy of a draft memorandum evaluating the cost implications of the wage-deferral agreements for your consideration. I would appreciate any comments you may have within the next several days.

Yours truly,

[Signature]

Sidney Schwartz

ss:jt
enc.

cc: H. Elish  
S. Halperin
MEMORANDUM

To                 EMERGENCY FINANCIAL CONTROL BOARD

From               STANLEY D. HALPERIN and MARC L. SILVERMAN

Subject            COST IMPLICATIONS OF WAGE DEFERRAL AGREEMENTS

Date               February 25, 1976

This report to the Emergency Financial Control Board (hereinafter the "Board") is the second of a series of such reports the purpose of which is to assist the Board in carrying out its statutory mandate under §10 of the Financial Emergency Act for the City of New York (hereinafter the "Act.").

As we pointed out in our initial report to the Board dated January 23, 1976, Section 10 of the Act provides that all increases in payments to employees of the City and to employees of covered organizations of (a) salaries and wages, (b) holiday and vacation differentials, (c) shift differentials, (d) salary adjustments according to plan and step-ups, and (e) increments that have taken effect since June 30, 1975 or that will take effect after that date pursuant to collective bargaining agreements or other analogous contracts that require such increased payments are suspended for a one year period commencing with the first pay period ending on or subsequent to September 1, 1975. Section 10(2) of the Act provides, however, that the suspension imposed by Section 10(1) shall not be applicable to an employee whose collective bargaining representative has agreed to a deferral of salary or wage increase in a written instrument which has been (a) certified by the Mayor on or before September 1, 1975 or (b) certified by the Emergency Financial Control Board ("Board") after September 1, 1975 as being "an acceptable and appropriate contribution toward alleviating the fiscal crisis of the City." Since the Mayor has not so certified any such wage deferral agreement ("Deferral Agreement"), the Board, itself, must determine whether a Deferral Agreement constitutes an acceptable and appropriate contribution toward alleviating the City's financial crisis. This report sets forth economic data with respect to the cost implications of deferral agreements entered into by the City and various labor organizations for employees in twenty-two bargaining units.
Unlike the first group of bargaining units we analyzed, there exists no signed collective bargaining agreement for any of the twenty units under study. However, we have been informed by the City that the parties have reached agreement on all outstanding economic issues and that only the formalities of signing these agreements remains to be completed. Notwithstanding the absence of signed agreements, the City has implemented the drafts of such agreements by paying the non-deferred portions of wage increases that were to take effect after June 30, 1975.

**METHODOLOGY**

Our analysis centers about the same two questions posited in our January 23, 1976 report:

1. Did the City defer the proper amounts according to the deferral agreements entered into by the City and the labor unions representing its employees?

2. What is the additional cost to the City of entering into deferral agreements of the kind contemplated by Section 10(2) of the Act as compared to the total suspension of wage and other increases set forth in Section 10(1) of the Act?

To answer the first question, we followed the same analysis set forth at pp. 2-3 of the January 23rd report. We computed what the City would have obtained from its employees had it applied the 2-4-6% formula (Article II of the standard deferral agreement) to each employee in each of the twenty-two bargaining units in Schedule "A" and compared it to the actual amounts the City obtained by negotiating with various unions for specific dollar amounts for all employees in a given job classification. We conclude, based on this analysis, that the City did obtain an amount equivalent to that which it could have obtained had it applied the 2-4-6% formula across the Board.
To answer the second question, we assumed, as we did in the January 23rd report, that a suspension under Section 10(1) could encompass, in addition to each of the kinds of payments set forth therein, additional costs to the City of health insurance, pension contributions, welfare fund contributions, social security taxes, uniform allowance, overtime and cost of living adjustments ("COLA"). Again, we express no legal opinion as to whether Section 10(1) does, in fact, cover the additional cost items mentioned above.

Based on the data set forth in the schedule of bargaining units annexed hereto, on an aggregate basis, the incremental cost of the City of paying the non-deferred portion of negotiated increases, COLA, and estimated pension contributions and social security taxes as a result of such payments, all of which the City is mandated to pay under the deferral agreements is $13,780,581.

Assuming that, under the deferral agreements, the City were to pay incremental costs of health insurance, welfare fund contributions, uniform allowances and shift differential, the estimated additional cost to the City would increase by $1,596,205. Therefore, based on the foregoing assumptions, the total estimated cost to the City of entering into deferral agreements covering employees in the twenty-two bargaining units under review is $15,376,786.

This report is based upon an analysis of data furnished at our request by the New York City Office of Labor Relations, the New York City Office of Management and Budget and the New York City Department of Personnel. In performing this analysis, we have analyzed deferral agreements covering each of the bargaining units in Schedule "A" annexed hereto; verified the amounts listed in Appendices "B" where the deferred amounts are calculated on the basis of specific dollar amounts for each job classification rather than on the basis of the 2-4-6% deferral formula; verified the number of employees in each job classification in each bargaining unit by inspecting computer printouts of actual City payrolls for the payroll date nearest October 31, 1975; verified the level of negotiated increases by reference to the applicable sections of the
underlying collective bargaining agreements; calculated the lump sum cost of living adjustment, if any, due on April 1, 1976 and October 1, 1976; estimated the per annum cost of living adjustment also payable on April 1, 1976 and October 1, 1976 and verified the mathematical computations made with respect to each of the incremental cost items enumerated on Schedule "A". 
SUMMARY

A. Incremental Costs Mandated by Deferral Agreement

Non-Deferred Portion of Negotiated Wage Increases  4,716,841
Estimated COLA  4,118,881
Estimated Pension Contributions  4,558,806
Estimated Social Security Taxes  386,053
Sub-Total  13,780,581

B. Incremental Cost of Other Cost Items

Estimated Health Insurance  1,498,950
Uniform Allowance  18,055
Shift Differential  79,200
Welfare Fund Contributions  0
Sub-Total  1,596,205

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**Notes:**
- COLA: Cost of Living Allowance
- Social Security: Retirement Income
- Medicare: Health Insurance
- Dependent: Dependent Allowance
- Incarcerated: Incarcerated Allowance
- OIA: Other Incarcerated Allowances
- IN Less: In Less Than
- Aged: Age
- Percent Agreement: Percent Agreement with Agreement
- Agreement: Agreement with Agreement
- UI (IN): UI (In-Kind)
- No. of Employees: Number of Employees
FOOTNOTES TO SCHEDULE "A"

1. Except as noted below, the footnotes to this report are the same as the footnotes set forth in the appendix to Schedule "A" of the January 23, 1976 report to the Board.

2. The computations for determining COLA costs and the incremental costs of pension contributions and social security taxes reflect the downward trend in the rate of increase in the Consumer Price Index as shown in the December 1975 CPI figures. At the time these computations were made, the January 1976 CPI figure was not available. The January 1976 figure (172.7) has since been published and shows a continuing declining in the rate of increase in the CPI. Hence, the estimates set forth in Schedule "A" may well have to be revised downward to accommodate the new CPI figure.

In our previous report, we did not include COLA costs for Human Rights Specialists, Laboratory Helpers, Elevator Starters, Stockman, Photographers, Hostlers and Recreation Directors. The City is obligated to pay COLA to these employees as well as to Administrative Assistants and Real Estate Repairmen who are covered by this report but not until after the City's fiscal year expires on June 30, 1976. We have not, as yet, calculated what these costs might be.

3. Consistent with our previous report, we estimate below the incremental cost to the City of shift differential, uniform allowance and welfare fund contributions for employees whose collective bargaining agreements provide for such incremental increases:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Shift differential</td>
<td>79,200</td>
</tr>
<tr>
<td>Uniform allowance</td>
<td>18,000</td>
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<tr>
<td>Welfare fund contributions</td>
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THE PUBLIC SECTOR: THE LABOR MANAGEMENT CRISIS
AND CONFLICT RESOLUTIONS IN OUR CITIES - NEW YORK CITY

Address by

Arvid Anderson, Chairman
Office of Collective Bargaining

Cornell University
October 28, 1975

The following message is written from the deck of the Titanic while it is listing, but still afloat. I realize what happened to the Titanic, but hopefully rescue efforts have improved in the last 60 years. The S.O.S. from New York City is "Let's stay alive in '75 and be out of this fix in '76."

Al Shanker, referring to the recent teacher's strike in New York declared that, "A strike is a weapon you use against a boss who has money. This boss has no money." More recently Mr. Shanker, contrary to Woody Allen's prediction in the movie "Sleeper", did not ignite the atom bomb of default when he had the opportunity to do so, and once again New York City was saved from the Jaws of default during the Ides of October.

But as you all know the perilous journey from fiscal chaos to the shores of sound budgeting and re-entry to capital markets is anything but over for New York City. It is not my task to describe New York City's fiscal perils or to prescribe a solution; but I will describe the impact that the budget crisis and the prospect of default has had, and is likely to continue to have on collective bargaining in New York City and New York State.
The fiscal crisis and the constraints imposed by the new Financial Emergency Act creating the Emergency Financial Control Board has put a damper on the City's collective bargaining process and raises a question as to how viable the bargaining process will be at least for the next three years for the City, and I suspect also for the State of New York. While the legislation creating the Emergency Financial Control Board provides that "nothing contained in this act shall be construed to impair the right of employees to organize or to bargain collectively", the reality is that there are substantial limitations on the City's financial and legal ability to negotiate. You remember the pleas of both the New York City Board of Education and Mr. Shanker for the "real" employer to please stand up during the teachers negotiations. Since the strike settlement, the Emergency Financial Control Board definitely has stood up and has initially rejected the terms of the teachers' contract and is requiring the parties to re-negotiate its terms. One of the critical factors in determining whether that contract ultimately will be approved is the issue of whether increments in a teaching schedule are to be counted in the cost of settlement. Apparently, they had not been counted; but clearly any budget cannot ignore the impact of annual increments.

For all practical purposes, the Emergency Financial Control Board has created a new bargaining structure in New York City
and in New York State. Decision-making as to whether negotiated contracts can be implemented within existing fiscal constraints is now vested in the Emergency Financial Control Board, a unique combination of elected officials and appointed private citizens: the Mayor, Governor, State Comptroller, New York City Comptroller, and three private businessmen appointed by the Governor. That Board serves as a combined executive and legislative body, passing judgment as to whether the contracts negotiated by the City, including labor agreements, come within the emergency budget constraints.

Most recently, the Emergency Financial Control Board approved, with certain modifications, the three-year financial plan for the City of New York, as submitted by the Mayor. For the purposes of this discussion, the most important assumption in the Mayor's new fiscal plan is that there would be no wage increases above the 1975-76 levels for municipal employees for the duration of the plan. The effect is at least to implicitly freeze wages in wage bargaining for the next three years. Whether that will be the actual result is far from certain at this point. As a result of the emergency control legislation, most municipal unions in New York City voluntarily entered into agreements deferring contractual wage increases which were to have been paid during the fiscal year 1975-1976. Their expectation was that such wages were to be paid in 1978. In consideration of such wage deferral agreement, the City pledged not to exercise its right
to layoff or terminate for economy reasons full-time per annum permanent employees covered by the agreement for the period commencing September 1, 1975 and ending August 31, 1976, except in the event of extreme necessity and except as to employees of such non-mayoral agencies as did not comply with the layoffs prescribed by the Mayor pursuant to the currently effective budget. Nevertheless, the continued possibility of default raises the question of whether further layoffs may be required.

New York City unions are particularly angry at what they regard as a unilateral extension of the wage freeze beyond the one-year period of time. While they recognize that the prospects for further wage increases are very dim, they want to be consulted about such structural bargaining plans. Of course the unions will argue that neither the provisions of the Taylor Law nor the New York City Collective Bargaining Law nor the emergency financial control legislation bars wage bargaining. The emergency financial control legislation freezing wages, by definition, was enacted on the grounds of an emergency. The question remains how long will the emergency exist, both in terms of the economy and the law.

There seems little doubt that the State Legislature has authority to freeze future bargaining on wages, as it has done in New York City and New York State on the subject of pensions.
The legislation specifically froze wages and benefits from September 1, 1975 for a one-year period but also declared that the suspensions may be extended by the Emergency Financial Control Board to a date specified by the Board as necessary in order to achieve the objectives of the financial control plan. Undoubtedly, there will be litigation over this provision. The PBA has filed such a suit in New York Supreme Court challenging the constitutionality of the wage freeze legislation on the grounds, among others, that Article I, Section 10 of the United States Constitution prohibits a State from passing a law impairing the obligations of contract and that such provision is applicable to existing municipal labor agreements in cases of fiscal emergencies. The PBA is expected to argue that while legislation may impair contracts under certain emergency circumstances, the legislation has not been equitably applied with respect to labor agreements, and employees should not be expected to have their contracts impaired while other City creditors are paid in full. In the event of default, obviously there will be a legal battle as to the priority of claims of banks, bond holders, and suppliers of municipal services such as telephone, utilities, and other vendors, and payrolls necessary to maintain vital municipal services. Whatever the legal priorities, there is also the reality that without pay employees cannot be expected to work.
The financial plan approved by the Emergency Financial Control Board allows a yearly increase in the budget up to 2% of the 1975-76 budget and certain further increases to meet the impact of substantial inflation, provided that increased revenues are available to meet the increased expenditures. Current figures from BLS and projected wage bargaining in the private sector, indicate that such inflation is likely to continue. Recently, I participated in a Conference Board forum on the outlook for collective bargaining in 1976. I was particularly impressed by the confident predictions of responsible labor economists and bargainers for management and unions who said that the private sector would see a wage pattern of around 10% per year for the next two or three years. How long a wage freeze in New York City or a limitation of wage increases by New York State and other public employers can be sustained in the view of private sector wage advances at 10% or plus during the next three years, is highly speculative.

The impact of the emergency financial control legislation is also going to be felt on the finality provisions of the New York City Collective Bargaining Law. For example, I refer to the police agreement which was the result of an impasse panel award confirmed by both the New York Supreme Court and the Appellate Division. Those actions were taken prior to the enactment of the emergency financial control legislation. But what of contracts which evolve from subsequent impasse panel proceedings?
The New York City Collective Bargaining Law says that impasse panel determinations are final and binding on the parties, except for any provisions which require the enactment of a law. It can be argued that the provisions of the Emergency Financial Control Board vesting in that body the authority to approve City collective bargaining agreements establishes an additional condition of finality. The labor unions and the City will be uncertain as to their authority to make contract commitments, and impasse panel members will be uncertain as to the effect of the Emergency Financial Control Board legislation on their determinations. Of course many issues that could come before the impasse panels and the Board of Collective Bargaining may not involve budget matters or significant budget items and would thus be unaffected.

While I have emphasized the New York City problem, obviously the impact of the financial crisis on bargaining in other jurisdictions in New York State and on the State itself can be great. Who knows what legislative restraints on budgets and bargaining may be enacted by the Congress as a condition of financial aid?

The fiscal crisis was used by the City of Yonkers as grounds for failing to implement the negotiated wage increases for teachers and non-instructional personnel. The City Council had failed to pass a budget large enough to finance the terms of a multi-year labor agreement. However, a Public Employment Relations Board Examiner in New York State recently held that the
City of Yonkers could not unilaterally suspend a wage contract. Ruling that the Taylor Law did not contemplate the necessity of legislative approval for the second and successive years of multi-year agreements, the Examiner held that such a theory would permit subsequent nullification of an initially approved agreement, a result which would destroy the pattern of multi-year agreements endorsed by the law. The City accepted the ruling and promptly announced plans to layoff 450 employees. At this time, the Yonkers crisis over the budget, layoffs and collective bargaining is not resolved.

We have witnessed other examples of the impact of the budget crisis in City bargaining. The Board of Collective Bargaining has ruled that while the City has authority under the Taylor Law to layoff employees as a management right, it must bargain about the impact of such layoffs on the employees affected. The City has challenged the Board of Collective Bargaining decision holding that it must bargain over the impact of work-loads, and the matter is now pending in the New York Supreme Court. Also pending before the Board of Collective Bargaining are claims that as a result of layoffs there has been substantial increase in the work-load of remaining employees and, as a result, unions have made a demand to bargain over the impact of such increase in work-loads. In a related layoff case involving the City of Long Beach, the Appellate Division is
considering the validity of a contract entered into by a municipality and teachers barring layoffs of teachers. The New York Supreme Court holding was that a government could not enter into a contract prohibiting layoffs. Teachers argue, in a brief supported by the Public Employment Relations Board, that the no-layoff provision was a direct trade-off for a modified wage settlement. I have previously referred to the Big Mac Agreement on layoffs which, while not absolutely prohibiting layoffs, clearly tied together the two concepts of a wage deferral and a limitation against further layoffs.

Another example of how the name of the game of bargaining has been changed from "more" to "don't take it away", is the effort of the City to recapture 18 additional days from the work schedule of policemen in New York City. That matter is now before an OCB impasse panel.

The City has reported to the Emergency Financial Control Board that it is studying the question of ITMP, namely, increased take home pay, as a result of the employer's payment into the pension fund of the employee's contribution. The City now pays 5% for uniformed forces and teachers and 4% for other City employees. What is a possibility is a City proposal that employees pay their own contribution. In addition, there has been a modification in existing welfare fund payments by the City to employees and a continuation of the job freeze.
All of these events have made job security and layoffs top issues at the bargaining table. Recently, the Congress quickly and quietly passed a bill extending unemployment compensation benefits to State and local employees who had previously not been covered by unemployment compensation laws for the simple reason that there was no prior necessity to provide such protection. Clearly, the notion of government as the employer of last report, at least at the local level, has been severely shaken. Government employees, particularly at the local level, are not immune to the problems of layoffs.

We are also witnessing the fact that some public labor settlements in New York City are being self-financed by layoffs, by attrition, by strike penalties and by strikes endured long enough to finance the remainder of the terms of the contract. In the case of the New York City teachers, the two-for-one penalty provisions of the Taylor Law, whereby employees lose two days pay for each day they are on strike, are helping to finance that new contract. In addition, municipal labor union trustees have been cooperating with City trustees to invest employee pension funds in municipal and State securities as a means of avoiding default and to stave off future layoffs. It is worth noting that when the public employer needs the assistance of municipal labor union leaders to secure approval for the investment of pension funds in municipal and State securities, no
arguments about management rights are being raised about such bargaining. As is often the case, political and fiscal realities override legal rights.

One of the salutary benefits of the fiscal crisis is the increasing concern and attention to productivity and productivity bargaining in public employment. Again referring to the Big Mac one-year wage deferral agreement in New York City, the wage deferral provision provides for the creation of what is called an Employer Deferral Liability Account, which is to be used to create the funds necessary to ultimately pay the deferred wage increases. The deferred liability account is to consist of savings generated from joint labor-management productivity improvements and other achievements in efficiency and economy. Furthermore, the parties expect to make savings through attrition rather than layoffs. The planning, supervising and auditing of the procedures both with respect to productivity savings and attrition are to be established by mutual agreement between the City and the Municipal Labor Committee. Specifically, each of the individual unions which signed the wage deferral agreement also pledged to enter into separate agreements with the employer, so as to modify at least one provision of their several contracts covering work rules or to provide for one change in existing work rules which is acceptable to the employer. This could involve such issues as the giving up of extra days off or some other privileges now enjoyed. Clearly, while there has
been a limitation on upward wage bargaining, there has been a great deal of bargaining about the maintenance and modification of existing contractual benefits.

The intensity of the New York City crisis has also brought calls for a general strike of municipal employees. Certainly union leaders do not want a general strike, as evidenced by the statement of Harry Van Arsdale and the Central Labor Council. But some leaders have declared they may be pushed to such an extreme if they conclude there is no other way to protect the gains achieved in bargaining, and particularly if they feel that they are not being consulted about substantial changes in existing contracts. As a practical matter, it seems that a general strike could only make matters worse by hastening default and by inviting payless paydays after a strike coupled with the whole matter of strike penalties. In any event, it is hoped that City-union cooperation and, more importantly, financial relief from the Federal government will obviate the demand for such an extreme measure.

This presentation has concentrated on the New York situation, and I assume that my colleague Mr. Zagoria will devote a great deal of attention to the subject of money and unions in other municipalities. Events elsewhere are demonstrating that the problem of dealing with public employees are in no way confined to the "Big Apple". Strikes by policemen in San Francisco,
Oklahoma City and Tuscon, by firemen in Berkeley, Tuscon and Kansas City, and by teachers in Boston and Chicago, and in more than 100 smaller cities, dramatize a current confrontation between public employees and local governments. There are also signs that governors and state legislatures will have problems with their own public employees as well as worrying about the state role in financing local government settlements. Whatever the diminution of bargaining prospects in New York City, we have seen the enactment this year of additional statutes, which bring to over 40 the number of states which by statute, judicial determination, or local ordinance, authorize some form of collective bargaining. Thirty of those states have fact-finding procedures and 20 states have legislated arbitration for some or all of their public employees: Alaska, Connecticut, Iowa, Maine, Massachusetts, Michigan, Minnesota, Nebraska, Nevada, New York, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Vermont, Washington, Wisconsin and Wyoming. In seven states the strike, subject to limitations, is legalized or authorized: Alaska, Hawaii, Minnesota, Montana, Oregon, Pennsylvania and Vermont. Thus, we see that collective bargaining in public employment is here to stay and is likely to survive the current fiscal and political crisis.

But, recent events have drawn into question again the issue of the role of the legislature and the role of collective
bargaining in determining public policy. Related to the public policy question, is the concept of public employment comparability with the private sector in terms of bargaining rights and benefits. The Federal Pay Comparability Act is a major example of this premise. However, the recent Congressional approval of the President's recommendation for a 5% salary increase rather than the 8.6% recommended by the Office of Management and Budget and the U.S. Civil Service Commission calls into question the application of comparability as the major standard in determining public employees' wage compensation. Past comparisons have been made largely in terms of wage levels, and we know there has been an enormous catch-up on the part of public employees with the private sector during the past decade. But insufficient consideration has been given by bargainers and government statisticians to measuring public and private jobs in terms of the total compensation received by public and private employees. Total compensation obviously includes the value of pensions, health and welfare insurance, sick leave, holidays and other fringe benefits.

If comparability is to continue as a valid standard, what is needed is the extension to the public sector of the detailed information which the Bureau of Labor Statistics provides in the private sector as to job descriptions and total compensation. Even in the private sector, however, data on the value of pension
benefits is not readily available. It would seem to be of compelling public interest that the BLS be funded and directed to engage in such studies. A successful and highly respected model for such work is the Pay Research Bureau of Canada, a federal agency comparable to the BLS, which provides bargaining data to the public and private sectors.

Any consideration of the prospects for public sector bargaining must recognize the possibility of a federal law for state and local bargaining. In the last quarter of 1975 or early 1976, the Supreme Court of the United States may issue some decisions which will determine the constitutional basis for a Federal law mandating bargaining for state and municipal employees. In Fry v. Ohio, the Supreme Court of the United States last term upheld the constitutionality of the application of the 1970 Economic Stabilization Act to state and local governments; but the Court did not rule on the constitutionality of the 1974 Fair Labor Standards Act amendments which set minimum wage and overtime requirements for state and local employees, particularly policemen and firemen. The cases to be argued this month are National League of Cities v. Dunlop and California v. Dunlop. The Supreme Court had previously affirmed, in Maryland v. Wirtz, federal power under the Commerce Clause to set minimum hours and wage levels for employees of schools and hospitals. The Court declared in the Fry case that the application of wage
freezes mandated by the Economic Stabilization Act did not amount to a drastic invasion of the Tenth Amendment reservation of state sovereignty. Whether or not the Court believes that the 1974 Fair Labor Standards Amendment, which is applicable to local police and fire employees, would constitute a drastic invasion of state sovereignty remains to be seen. Obviously, police powers and the power to protect the health and safety of the community are inherently local functions. The outcome of the pending Supreme Court cases may determine the fate of pending federal collective bargaining legislation covering state and local public employees.

My own view is that if federal legislation is to come, it should be based on minimal standards, but not be pre-emptive of state and local legislation. Also, there should be a presumption that state and local laws do meet the federal standards. I would place the initial burden of proof on federal administrators to establish that a state law or administration does not meet the minimum federal standards.

In addition to questions about the constitutionality of a federal law, there are current political problems clouding the prospect for passage of legislation by this Congress. There has been some shift in public sentiment regarding public employee unions, and unions may not be able to count on widespread Congressional support for a federal law at this time. But history tells us that public opinion shifts rapidly at times and that election year politics are far from predictable.
CONCLUSION

The fiscal crisis and the legislature have imposed substantial limitations on bargaining in New York State and New York City with respect to wages and pensions. This limitation has had and will continue to have a most serious effect on the bargaining process for the foreseeable future. Collective bargaining is struggling to cope with some of these problems, as we have seen by the wage freeze and productivity agreements. But, unfortunately, most of the economic problems are beyond solution at the collective bargaining table and beyond the resources of New York City and New York State. They require fiscal and political decisions at the national government level. Clearly, until the federal government takes strong action to deal with the problems of inflation, recession and the unequal distribution of services, which it mandates to be provided at the local level, there will be continuing struggles between government and public sector unions over money, layoffs and service cut-backs. The failure of the federal government to deal with these problems will not mean that the issues will go away; rather, it will mean that City employees, instead of earning a living from tax dollars, will now collect unemployment compensation, welfare, food stamps and medicaid, from those same tax dollars. But, unfortunately, they will not be providing any useful public services to the tax payers.

###
MEMORANDUM

July 1, 1975

TO: Senator Roy Goodman, Chairman
    New York State Charter Revision Commission
FROM: Office of Collective Bargaining
RE: Economic data pertinent to collective bargaining settlements in the public and private sectors

We have been especially concerned about two of the basic premises in the draft report before the Commission, namely: the premise that the collective bargaining structure now in use in the public sector in the City of New York makes the Mayor "timid" and deprives him of any significant opportunity for limiting or restraining the development of excessively large negotiated contract settlements, and the further premise that neutrals who have served on impasse panels in unresolved contract disputes are neither fiscally nor politically accountable and therefore may produce settlements which are excessive. Accordingly, we have had the OCB staff prepare a detailed analysis of contract settlements and related economic data for the City, the State, and Federal governments and for the private sector. This analysis demonstrates that these two premises, upon which key recommendations contained in the draft report to the Commission rest, are not valid.

The analysis shows that settlements achieved by the City in direct negotiation with City employee unions tend to fall close to settlements achieved in other public and private
sector bargaining, and in some instances are significantly below the settlements in those sectors. The analysis shows further that the settlements recommended by impasse panels tend to produce recommendations for settlement which do not exceed or are less than those achieved by the City and its unions in direct bargaining. This is particularly true with reference to fringe benefits in which impasse panels have made substantially more moderate recommendations for settlement than those that have been produced in bargaining.

In times of economic crises, the ability of the public employer to pay for cost-producing items in a collective bargaining contract become, understandably, more important. We believe that impasse panels and neutrals consistently give significant consideration to "ability to pay" arguments by the City and that those arguments have demonstrably influenced their recommendations.

This memorandum contains an analysis of the pattern of New York City bargaining settlements in recent years, and a comparison with Federal, New York State and private sector wage patterns for the same period. For example, for the period covering the fiscal years 1971-1976, the percent increase in the average salaries of non-uniformed New York City employees amount to 44.7 percent, whereas the average annual increases in major collective bargaining settlements in the private sector throughout the United States for the period 1970 through the first quarter 1975, totalled
43.5 percent. The settlements in each of the fiscal years 1971 through 1976 are shown in Table 1 below:

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<thead>
<tr>
<th>Fiscal Year</th>
<th>Non-Uniformed</th>
<th>Uniformed</th>
</tr>
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<tbody>
<tr>
<td>1970-1971</td>
<td>7.4%</td>
<td>12.3%</td>
</tr>
<tr>
<td>1971-1972</td>
<td>9.0%</td>
<td>10.1%</td>
</tr>
<tr>
<td>1972-1973</td>
<td>6.8%</td>
<td>5.5%</td>
</tr>
<tr>
<td>1973-1974</td>
<td>7.5%</td>
<td>6.6%</td>
</tr>
<tr>
<td>1974-1975</td>
<td>8.0%</td>
<td>8.0%</td>
</tr>
<tr>
<td>1975-1976</td>
<td>6.0%*</td>
<td>6.0%*</td>
</tr>
<tr>
<td>Total, 1970-1976</td>
<td>44.7%</td>
<td>48.5%</td>
</tr>
</tbody>
</table>

*Plus cost-of-living adjustment

Source: Office of Labor Relations

In the 1973-1974 fiscal year the increase in the average salaries of uniformed employees in New York City was 6.6 percent. In cities of one million and over in the United States, for the same period, the average increase was 6.6 percent for sanitationmen, firefighters and policemen. In cities in the Northeast in the same period, the comparable increases were 6.0 percent on minimum salaries and 6.4 percent on maximum salaries of sanitationmen, 6.4 percent on both minimum and maximum salaries of firefighters, and 6.1 percent on both minimum and maximum salaries of policemen.

The point of departure of this analysis is the examination of the 28 Impasse Panel cases between 1972 and June 1, 1975. The key questions are: (1) Did the settlements which resulted from the reports of the Impasse Panels in these cases show any consistent
trends or patterns? (2) If so, how do these patterns compare with those of other City settlements made during the same period?

(1) Pattern of 28 Impasse Panel Settlements

In the explanations advanced by the Panels for their recommendations for wage increases the following considerations recur:

(a) Maintenance of existing patterns of settlements in other City contracts.

(b) Preservation of existing job relationships, when these are considered to be sound.

(c) Changes of existing job relationships to eliminate inequities, especially by compressing the number of pay rates for the same job.

(d) Holding the line on existing parity relationships.

(e) Taking into account the City's ability to pay.

WAGES:

In general the Impasse Panel reports which dealt with general wage increases followed well established guidelines and did not recommend wage increases out of proportion to those already agreed to in significant settlements with other groups of City employees. The wage guideline of 5.5 percent a year was followed during the Pay Board period and, after the lifting
of wage controls, the pattern followed (almost without exception) was of the settlement between the New York City Transit Authority and the Transport Workers Union, 8 percent in the first year, and 6 percent in the second year, plus cost-of-living adjustment.

In the Marine Engineers Beneficial Association (MEBA) case (I-112-74), although the Impasse Panel did not follow the 8%/6% formula strictly, it followed another well established pattern -- the same settlement that was granted to marine employees in both the public and private sectors, referred to as the "harbor pattern", which provided for a zero (0) increase for the first year, 7 percent for the second year and 7 percent for the third year, which was actually less costly to the City.

In the Water-Use Inspector case (I-103-73), the Impasse Panel sustained the City by granting the same settlement as had already been agreed to for other Inspectorial titles.

In the EEG Technicians case (I-107-73), the Impasse Panel rejected the Union's demand for higher pay for this group of technicians and recommended the same increase as given by the City to the EEG Technicians.

Another wage pattern that developed was the refusal to recommend wage parity, where such relationships had not previously existed, as in the Impasse Panel cases involving part-time Podiatrists, (I-36-72), Court Personnel (I-93-72), and County and
District Attorney's Office Detectives (I-98-73).

Impasse Panels have also refused to break well established wage relationships between related occupational groups, as in two Impasse cases involving Licensed Practical Nurses. (I-85-72 and I-113-74). It should be noted that while the Impasse Panel in I-85-72 did not wholly follow the City wage pattern because of equity considerations, the second Impasse Panel in I-113-74 adhered very closely to the 8%/6% pattern, and the internal wage adjustments made were held within the overall limits of this formula.

Where parity already was well established, the panels have refused to break the pattern, as in the important Patrolmen's Impasse case (I-115-74).

Impasse Panels have acted responsibly, and have cited the City's ability to pay as an important factor in making its recommendations in the following cases:

I-85-72 Licensed Practical Nurses
I-86-72 X-Ray Technicians
I-89-72 Laboratory Technicians
I-94-72 Registered Nurses
I-101-73 Rehabilitation Counsellors, etc.
I-108-73 New York City Housing Authority
I-113-74 Licensed Practical Nurses
I-114-74 Traffic Device Maintainers
I-115-74 Patrolmen's Benevolent Association
I-119-75 Dieticians
I-121-75 Micro-Biologists

FRINGE BENEFITS:

The importance of measuring the money value of fringe benefits (as well as that of wages) in City settlements has often
been stressed (and rightfully so) by students of public sector collective bargaining. While the major aspects of the fringe benefit package for City employees are covered by the City-wide Contract between the City and District Council 37, nevertheless, a number of fringe issues were dealt with by Impasse Panels where these were outside the scope of City-Wide Contract, or where the existing title contract did not follow the City-Wide Contract.

The Impasse Panels, in these cases, denied many requests for fringe benefits not already in the existing contracts; refused to make improvements in existing fringes, except where there was a strong showing that the particular fringe benefit was substantially inferior to that in other City contracts; or recommended only very modest improvements in cases where the employee already received an allowance for uniforms and where prices of uniform items rose significantly or, in the case of tuition reimbursement, where tuition charges were raised.

In the MEBA case (I-112-74), the Impasse Panel denied the Union's request for more paid holidays, longer paid vacations, a meal allowance, a sewage disposal duties pay differential, and a telephone monitoring allowance. The life insurance provision and the City's contribution to the Beneficial Fund were improved, but only to the extent of conforming to the City-Wide Contract. In addition, the Impasse Panel recommended that sick leave be cumulative to 240 days (instead of 180 days). The Impasse Panel
recommended an increase in the uniform allowance from $85 to $150 a year to meet sharply increased costs.

In the 1972 case involving Licensed Practical Nurses (I-85-72), the Impasse Panel turned down a demand for higher uniform allowance and a higher night shift differential; and recommended increases in the Correction Department differential, the operating room differential, and tuition reimbursement that were substantially less than what the Union had demanded. In the 1974 case (I-113-74), the Impasse Panel denied the Union's request for a higher night shift differential, and for higher responsibility pay, and recommended very modest increases in uniform allowance and tuition reimbursement. The recommended increase in the Correction Department differential, while more substantial, was significantly less than what the Union had demanded. More to the point, the cost of these fringe improvements were taken out of the 8%/6% formula, i.e., at the expense of the wage increase.

In the New York State Nurses Association (RN's) case (I-94-72), the Impasse Panel denied the Union's request for an increased night shift differential, an increased uniform allowance, an increase in the experience differential, and for the establishment of a $250,000 revolving fund for housing. The Impasse Panel's recommendations for improvements in the educational differential, the night shift differential for staff nurses who are assigned,
or exercise supervisory responsibilities, and for tuition reimbursement were substantially less than what the Union had demanded.

In the Uniformed Court Officers case (I-93-72), the Impasse Panel denied the Union's requests for an annuity fund, a longevity plan, and a uniform allowance.

In the Lifeguards case (I-95-72), the Impasse Panel denied the Union's request for longer rest periods, duty-free paid lunch hour, annualization of the pay of indoor lifeguards, and the same fringe benefits as those enjoyed by employees covered by the Career and Salary Plan. The Union's request for improvement of the death benefit from $5,000 to $25,000 was scaled down to $10,000.

In the Rehabilitation Counselors and Therapists' case (I-101-73), the Impasse Panel denied the Union's request for an educational differential, and recommended a prison differential, tuition reimbursement, and a uniform allowance at the same level as that for registered nurses.

In the Sanitarians case (I-104-73), the Impasse Panel's recommendation for $250 per year tuition reimbursement was well within the limits set in other cases.

In the Uniformed Firefighter's case (I-105-73), the Impasse Panel noted, in making its recommendation for an increase in the City's contribution to the Union's Security Benefit Fund, that the increase of $25 per firefighter in 1973, plus the recommended wage increase, would still not exceed the 5.5 percent guideline.
In the Community Action for Legal Services case (I-110-74), the Impasse Panel recommended a reduction in paid sick leave from 25 days per year to 18 days, rejected improvements in health coverage, and denied the Union's requests for life insurance and tuition reimbursement.

In the Traffic Device Maintainers case (I-114-74), the Impasse Panel denied the Union's request for a change in assignment differential, and for an increase in the clothing allowance.

In the Patrolmen's case (I-115-74), the Impasse Panel denied both the Union's request for a 10 percent premium for weekend work and for 6 percent interest to be paid on retroactive wage increases.

In the Dietician's case (I-119-75), the Impasse Panel recommended raising tuition reimbursement from $250 to $300 a year, a modest increase (RN's get $600 per year), a $600 prison differential based on the fact that it "is similar to that which has been granted to others exposed to this hazard" [in fact, in the Licensed Practical Nurses case, (I-113-74), the Impasse Panel had awarded an increase in the prison differential from $600 to $750], and rejected the Union's request for a differential for membership in the American Dieticians Association.

(2) Comparisons with Other Collective Bargaining Settlements and Changes in Salaries, Wages and Fringe Benefits for Similar Jobs

WAGES:

The pattern on wage increases in ECB Impasse Panel
cases certainly can be considered to be in conformity with the patterns set in other collective bargaining settlements between New York City and various civil service unions. Other legitimate questions that can be raised about the trend of collective bargaining between New York City and civil service unions are:

(a) Did the settlements made by New York City during periods when patterns were established actually adhere to these patterns?

(b) How reasonable were these patterns when compared with collective bargaining settlements made by New York State with civil service unions, with changes in Federal government pay scales, with collective bargaining settlements in the private sector of the economy, with the trend of wage and salary increases in New York City and in New York State, and with the increase in the cost-of-living in New York City?

NEW YORK CITY:

Settlements for 53 bargaining units of New York City in the most recent round of negotiations show a very consistent pattern: an 8 percent increase in the first year, and a 6 percent increase in the second year, plus a cost-of-living adjustment in the second year. The only variation was for City employees earning less than $10,000 who received $600 on July 1, 1974, 3 percent on September 1, 1974, and $500 on July 1, 1975, which is more costly to the City than the straight 8%/6% package. (Table 2). In the
preceding round of City negotiations, which coincided with the Pay Board period, the Cost-of-Living Council's 5.5 percent guideline for wage increases plus certain technical adjustments for fringe benefits was applicable to New York City settlements.

No official figures are available, but an estimate by the Economic Development Council of New York City, Inc. in its paper, "Reducing the 1975-76 Budget Gap in New York City" (April 2, 1975), shows that for the period 1954-1974 the average annual rate of increase, compounded, was as follows:

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitationman</td>
<td>6.2%</td>
</tr>
<tr>
<td>Teacher (minimum)</td>
<td>6.0%</td>
</tr>
<tr>
<td>Patrolman</td>
<td>6.0%</td>
</tr>
<tr>
<td>Staff Nurse</td>
<td>6.0%</td>
</tr>
<tr>
<td>Subway Porter</td>
<td>5.9%</td>
</tr>
<tr>
<td>Case Worker</td>
<td>5.6%</td>
</tr>
<tr>
<td>Teacher (maximum)</td>
<td>5.0%</td>
</tr>
<tr>
<td>Engineer</td>
<td>4.8%</td>
</tr>
<tr>
<td>Clerk</td>
<td>4.0%</td>
</tr>
</tbody>
</table>

A study of wage increases for sanitationmen ("refuse collectors"), firefighters and police in cities of 1 million and over in the United States and in cities of the Northeast, for the 1972-1973 and 1973-1974 fiscal years, shows that with the exception of increases in maximum salaries of refuse collectors in the 1972-1973 fiscal year, wage increases won by the same classifications in New York City for the same periods were roughly in line with these wage increases (Table 3).
NEW YORK STATE:

In wage settlements between the State of New York and various civil service unions for the same periods as the last two rounds of City negotiations, the pattern was 5.5 percent during the period of wage controls in 1972 and 1973, and higher settlements thereafter.

In the major New York State contract, that with the Civil Service Employees Association, covering about 140,000 workers, the wage settlement called for 6 1/2 percent, plus increment, which is conservatively estimated to be worth about another 1 1/2 percent, or a total of 8 percent in the 1973 fiscal year; and 5 1/2 percent, plus a similar incremental increase, or a total of 7 percent in the 1974 fiscal year. In the current dispute between the CSEA and New York State over the third year's increase, the factfinders' panel recommended a 6 percent increase which, with the 1 1/2 percent incremental increase, totals 7 1/2 percent (compared with 15.5 percent originally demanded by the Union, and the 3.5 percent offered by Governor Carey).

This 7 percent increase in the 1974 fiscal year and the recommended 7 1/2 percent increase for the 1975 fiscal year would make the wage increase for the two years approximately the same as the 6 percent and 8 percent "Transit Formula," which was the New York City pattern.
Other recent settlements by New York State were also approximately on the same level or higher:

New York State Correction Officers and State Police  
(Council 82, AFSCME - 7,000 workers)
1974 - 7% plus 1 1/2% increment; total, 8 1/2%  
1975 - 6% plus 1 1/2% increment; total, 7 1/2%

State University of New York  
(United Teachers of New York - 15,000 workers)
1974 - 6%  
1975 - 6%

New York State Police  
(Patrolmen's Benevolent Association - 3,000 police)
1974 - 7%  
1975 - 7%

New York State Thruway Authority  
(Civil Service Employees Association - 1,500 workers)
1974 - 7%  
1975 - 7%

Recent settlements made by counties and cities in New York State with civil service unions, and reports of the New York State Public Employment Relations Board (PERB) factfinders in disputes between unions and counties and municipalities in New York State show wage increases for 1975 and 1976 at higher levels than in the immediately preceding years:
Saratoga County (CSEA)
1975 - 8 1/2% (plus increment)

Jefferson County (CSEA)
1975 - 10%

Nassau County (CSEA)
1975 - 6%

*Rockland County (CSEA)
1975 - 8% (plus increment)

*Tioga County (CSEA)
1975 - 10% (plus increment)

*Erie County (CSEA)
1st year - 6%
2nd year - 8%
3rd year - 9%

*Essex County (CSEA)
1975 - $500 (plus increment)
1976 - $200 (plus increment)

*Dutchess County (CSEA)
1975 - 8 1/2% (plus increment)
1976 - 8% (plus increment)
1977 - 8% (plus increment, plus COLA)

*Garden City, Nassau County (CSEA)
1975 - 6% (plus increment)
1976 - 6 1/2% (plus increment, plus COLA)

(*PERR Factfinder's Report)
A more detailed analysis would have to be made of comparative pension costs, however, before a more definitive conclusion could be reached.

**FEDERAL GOVERNMENT:**

**WAGES:**

Federal white collar workers averaged annual wage increases of 5.7 percent between 1962 and 1974. The most recent wage increase for Federal white collar workers was 5.52 percent, effective October 7, 1974. It should be noted, however, that in the Federal civil service, employees often get wage increases by promotions to higher grades within the same job classification. This "grade creep" process may be more common in the Federal civil service than in the New York City municipal service. The across-the-board Federal pay increases, therefore, do not fully reflect the actual wage increases obtained by Federal white collar workers.

Federal blue collar workers have been getting much higher pay raises than white collar workers since the beginning of 1975. The Chief, June 13, 1975, puts these gains at an average of 8.7 percent. This higher level of pay raises for Federal blue collar workers, according to this article in The Chief, may make it more difficult for President Ford to limit Federal white collar workers' raises to 5% in 1975. This article also declares that the
economic data support an increase of 9 percent or more for Federal white collar workers this October, unless the Congress goes along with the President's plan for a 5 percent ceiling on wage increases.

**FRINGE BENEFITS:**

No comparisons were made for this memorandum of fringe benefits in the New York City collective bargaining agreements with those of Federal civil servants. It should be noted, however, that Federal fringe benefits have also been improved substantially in recent years, especially health and welfare benefits. The Federal government, for example, has just agreed to assume two thirds (instead of half) of the costs of health benefits of Federal employees (New York Times, June 19, 1975).
The Private Sector

WAGES:

New York City may have followed a guideline for the 1974-1975 round of collective bargaining negotiations, as did BCB Impasse Panels, and these patterns may not be out of line with wage settlements in the State and Federal Government, but were these patterns in line with collective bargaining settlements in the private sector of the economy, as well as with the movement of wages in private industry? More particularly, what have been the recent trends in private sector wages in the United States, in New York City and the State, and how do they compare with settlements in the public sector?

Private sector collective bargaining settlements in major contracts in the United States for the period 1970-1975 show that the percentage increases in wages follow very closely those for the New York City agreements when measured in terms of the average annual rate of increase over the life of the contract, and that they were significantly higher when the average first year increase is taken into account. In 1974, and in the first quarter of 1975, the first year increases in private sector collective bargaining agreements in the United States were 9.8 percent and 12.5 percent, respectively, compared with 8%–and–6% formula in the same period in New York City (Table 4).
Average private sector hourly earnings in New York State (which closely parallel those in New York City) show that there were substantial increases in all major industry groups between July 1972 and July 1973, for the 1973-1974 year, as well as for the July 1974-February 1975 period, the latest data available. In the July 1972-June 1973 year, while estimated increases for the City's non-uniformed employees averaged 6.8 percent and that for the uniformed workers averaged 5.5 percent, average hourly earnings in the private sector in New York State rose 6.5 percent and 7.6 percent, respectively, in manufacturing industries; 8.2 percent and 5.4 percent in construction; 9.0 percent and 7.3 percent in wholesale trade; 5.2 percent and 6.1 percent in retail trade; 9.3 percent and 6.2 percent in electric, gas and sanitary services; 10.3 percent and 9.7 percent in telephone and telegraph; and 4.6 percent and 3.0 percent in banking. (Table 5).

For the New York City - Northern New Jersey metropolitan area, wage increases for April 1972-April 1973 and for the April 1973-April 1974 years show increases in average earnings of 5.0 percent and 6.3 percent, respectively, for office-clerical workers; 6.0 percent and 7.5 percent for skilled maintenance workers; and 7.2 percent and 7.0 percent for unskilled plant workers. If consideration is given to
the fact that these percentage increases were probably lowered by the inclusion of Northern New Jersey, where earnings are lower than in New York City, the percentage gains of municipal employees in New York City for the 1973 and the 1974 fiscal years are roughly in line with these gains (Table 6). It should also be noted that the percentage gains of New York City municipal employees were also about on a par in earlier years with those for other workers in the New York Metropolitan area.

Another survey of increases in earnings of clerical occupations in New York City from March 1973 to March 1974, shows that wage increases for the City's non-uniformed employees were only slightly higher for the same period (Table 7).

Wage gains by clerical, technical, professional and administrative workers in the New York metropolitan area since 1968, compared with those won by New York City's municipal workers for the same period, when measured by the broad category of non-uniformed employees, show that while the City's workers increases were higher, the differences were not very substantial (Tables 8 and 9).
FRINGE BENEFITS:

A comparison of the levels and costs of fringe benefits for New York City's municipal employees and workers in the private sector should be made in order to arrive at a proper comparison of the total compensation package. These comparisons, however, were not made for this memorandum because of the difficulty of obtaining comparable data for many fringe benefits, and because of time limitations.

(3) Consumer Prices

New York City's municipal workers made larger percentage wage gains in the 1971, 1972 and 1973 fiscal years than the rise in the cost of living during these periods. For this three year period, the non-uniformed employees got wage increases totalling 23.2 percent and the uniformed workers got wage increases of 27.9 percent. In the New York metropolitan area, the Consumer Price Index rose 15.6 percent between July 1970 and July 1973. In the 1974 fiscal year, however, consumer prices rose substantially faster than wage gains. The non-uniformed employees got a 7.5 percent wage increase and the uniformed workers got a 6.6 percent wage increase, while the Consumer Price Index rose 10.9 percent. In the 1975 fiscal year, when the 8 percent wage increase was applicable to both non-uniformed and uniformed municipal employees, the Consumer Price Index rose 5.9 percent between July 1974 and April 1975, the latest month for which this
figure is available (Table 10). Assuming that consumer prices will rise another 1 to 1 1/2 percent in May and June of this year, the total increase in the Consumer Price Index for the 1975 fiscal year will be very close to the 8 percent wage increase. In the 1976 fiscal year, with municipal wages set to go up 6 percent, plus a cost-of-living adjustment, it is more likely that the total percent increase of municipal workers will run ahead of the rise in consumer prices. The City's recently announced policy of limiting wage increases in the next round of negotiations to 5 percent for each year of a two year contract, if implemented, would probably mean that wage increases would run lower than the rise in the cost-of-living, inasmuch as economic forecasts indicate that it is unlikely that inflation will be moderated in 1976 and 1977 to the point where the Consumer Price Index will rise by only 5 percent a year.

In our view, the analysis and tables indicate that determinations of Impasse Panels have been fiscally responsible, have generally followed established City wage patterns, and have considered the City's ability to pay when argued. In short, we find no evidence for characterizing the determinations as having been "excessive." We believe the data also demonstrate that for the most part, direct settlements by the City have been in line with other bargaining settlements in the public and private sectors for similar work.
### Table 2 - The Pattern of Collective Bargaining Settlements in the City of New York During Fiscal Years 1974-75

<table>
<thead>
<tr>
<th>Settlement Date</th>
<th>Bargaining Unit</th>
<th>Number of Titles</th>
<th>Number of Positions</th>
<th>Terms in Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/16/74</td>
<td>Institutional Inspector</td>
<td>4</td>
<td>13</td>
<td>8-6</td>
</tr>
<tr>
<td>7/17/74</td>
<td>Fireman</td>
<td>2</td>
<td>10,886</td>
<td>8-6</td>
</tr>
<tr>
<td>7/17/74</td>
<td>Sanitationman</td>
<td>1</td>
<td>10,834</td>
<td>8-6</td>
</tr>
<tr>
<td>7/23/74</td>
<td>Social Services</td>
<td>146</td>
<td>15,958</td>
<td>*6-3-5/8-6</td>
</tr>
<tr>
<td>7/25/74</td>
<td>Attorneys</td>
<td>9</td>
<td>546</td>
<td>8-6</td>
</tr>
<tr>
<td>7/26/74</td>
<td>Correction Officers</td>
<td>2</td>
<td>3,231</td>
<td>8-6</td>
</tr>
<tr>
<td>7/26/74</td>
<td>Interpreters</td>
<td>2</td>
<td>101</td>
<td>8-6</td>
</tr>
<tr>
<td>8/1/74</td>
<td>Inspectors</td>
<td>13</td>
<td>193</td>
<td>8-6</td>
</tr>
<tr>
<td>8/1/74</td>
<td>Reporters</td>
<td>9</td>
<td>64</td>
<td>*6-3-5/8-6</td>
</tr>
<tr>
<td>8/1/74</td>
<td>Hospital Aides</td>
<td>11</td>
<td>14,367</td>
<td>*6-3-5</td>
</tr>
<tr>
<td>8/3/74</td>
<td>Clerical Titles</td>
<td>118</td>
<td>40,679</td>
<td>*6-3-5</td>
</tr>
<tr>
<td>9/4/74</td>
<td>Law Stenographers</td>
<td>3</td>
<td>73</td>
<td>8-6</td>
</tr>
<tr>
<td>9/11/74</td>
<td>Law Assistant I</td>
<td>1</td>
<td>27</td>
<td>8-6</td>
</tr>
<tr>
<td>9/16/74</td>
<td>Law Assistant II</td>
<td>3</td>
<td>155</td>
<td>8-6</td>
</tr>
<tr>
<td>10/6/74</td>
<td>Custodial Assistants</td>
<td>14</td>
<td>5,128</td>
<td>*6-3-5/8-6</td>
</tr>
<tr>
<td>10/15/74</td>
<td>Probation Officers</td>
<td>8</td>
<td>822</td>
<td>8-6</td>
</tr>
<tr>
<td>10/28/74</td>
<td>Shorthand Reporters</td>
<td>4</td>
<td>37</td>
<td>*6-3-5/8-6</td>
</tr>
<tr>
<td>10/29/74</td>
<td>Nurses</td>
<td>6</td>
<td>5,940</td>
<td>8-6</td>
</tr>
<tr>
<td>10/29/74</td>
<td>Accountants</td>
<td>34</td>
<td>2,545</td>
<td>8-6</td>
</tr>
<tr>
<td>11/15/74</td>
<td>Community Service Aides</td>
<td>1</td>
<td>732</td>
<td>*6-3-5/8-6</td>
</tr>
<tr>
<td>11/19/74</td>
<td>Court Reporter II</td>
<td>2</td>
<td>226</td>
<td>8-6</td>
</tr>
<tr>
<td>11/21/74</td>
<td>Assessor/Appraiser (R.E.)</td>
<td>11</td>
<td>335</td>
<td>8-6</td>
</tr>
<tr>
<td>11/22/74</td>
<td>Real Estate Manager et al.</td>
<td>9</td>
<td>528</td>
<td>8-6</td>
</tr>
<tr>
<td>11/25/74</td>
<td>Bd. of Elections Titles</td>
<td>17</td>
<td>303</td>
<td>*6-3-5/8-6</td>
</tr>
<tr>
<td>12/4/74</td>
<td>Exterminator et al</td>
<td>16</td>
<td>202</td>
<td>*6-3-5/8-6</td>
</tr>
<tr>
<td>12/5/74</td>
<td>Mental Health Worker</td>
<td>4</td>
<td>47</td>
<td>*6-3-5</td>
</tr>
<tr>
<td>12/5/74</td>
<td>Engineers et al</td>
<td>188</td>
<td>4,848</td>
<td>8-6</td>
</tr>
<tr>
<td>12/6/74</td>
<td>Administrators (J.C.)</td>
<td>3</td>
<td>65</td>
<td>8-6</td>
</tr>
<tr>
<td>12/9/74</td>
<td>Gittleson Titles</td>
<td>5</td>
<td>3,864</td>
<td>*6-3-5</td>
</tr>
<tr>
<td>12/9/74</td>
<td>Custodial Foreman et al.</td>
<td>5</td>
<td>156</td>
<td>*6-3-5</td>
</tr>
<tr>
<td>12/12/74</td>
<td>Nutritionists</td>
<td>4</td>
<td>24</td>
<td>8-6</td>
</tr>
<tr>
<td>12/12/74</td>
<td>Medical Record Librarian</td>
<td>3</td>
<td>62</td>
<td>8-6</td>
</tr>
<tr>
<td>12/13/74</td>
<td>Bookbinders</td>
<td>3</td>
<td>11</td>
<td>*6-3-5/8-6</td>
</tr>
<tr>
<td>12/13/74</td>
<td>Parking Enforcement Agents</td>
<td>2</td>
<td>662</td>
<td>*6-3-5</td>
</tr>
<tr>
<td>12/18/74</td>
<td>Sr. Custodial Assistants</td>
<td>1</td>
<td>15</td>
<td>*6-3-5</td>
</tr>
<tr>
<td>12/18/74</td>
<td>Elevator Starters</td>
<td>1</td>
<td>76</td>
<td>*6-3-5/8-6</td>
</tr>
<tr>
<td>12/19/74</td>
<td>Bridge Operators</td>
<td>4</td>
<td>286</td>
<td>8-6</td>
</tr>
<tr>
<td>12/20/74</td>
<td>Court Reporter I</td>
<td>3</td>
<td>233</td>
<td>8-6</td>
</tr>
<tr>
<td>12/23/74</td>
<td>Computer Titles</td>
<td>18</td>
<td>542</td>
<td>*6-3-5</td>
</tr>
<tr>
<td>12/30/74</td>
<td>Administrative Assts.et al.</td>
<td>12</td>
<td>3,674</td>
<td>8-6</td>
</tr>
</tbody>
</table>

Subtotal 40 Bargaining Units 702 128,490
(Table 2 continued)

<table>
<thead>
<tr>
<th>Settlement Date</th>
<th>Bargaining Unit</th>
<th>Number of Titles</th>
<th>Number of Positions</th>
<th>Terms in Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/7/75</td>
<td>Book Repairer</td>
<td>4</td>
<td>12</td>
<td>*6-3-5</td>
</tr>
<tr>
<td>1/10/75</td>
<td>Project Dev. Coordinator</td>
<td>4</td>
<td>59</td>
<td>8-6</td>
</tr>
<tr>
<td>1/14/75</td>
<td>Psychologists</td>
<td>4</td>
<td>106</td>
<td>8-6</td>
</tr>
<tr>
<td>1/17/75</td>
<td>Foreman Traffic Dev., Maint.</td>
<td>3</td>
<td>47</td>
<td>8-6</td>
</tr>
<tr>
<td>1/21/75</td>
<td>Traffic Device Maintainer</td>
<td>2</td>
<td>191</td>
<td>*6-3-5</td>
</tr>
<tr>
<td>1/24/75</td>
<td>Licensed Practical Nurses</td>
<td>1</td>
<td>2,950</td>
<td>8-6</td>
</tr>
<tr>
<td>1/27/75</td>
<td>Sr. Intergroup Relations Offl.</td>
<td></td>
<td>4</td>
<td>8-6</td>
</tr>
<tr>
<td>1/27/75</td>
<td>Aqueduct Patrolman</td>
<td>3</td>
<td>35</td>
<td>*6-3-5</td>
</tr>
<tr>
<td>1/28/75</td>
<td>Sup. Parking Enf. Agent et al.</td>
<td>3</td>
<td>115</td>
<td>8-6</td>
</tr>
<tr>
<td>1/31/75</td>
<td>Principal Clerk et al.</td>
<td>9</td>
<td>378</td>
<td>8-6</td>
</tr>
<tr>
<td>2/10/75</td>
<td>Photographers et al.</td>
<td>2</td>
<td>42</td>
<td>8-6</td>
</tr>
<tr>
<td>2/20/75</td>
<td>Window Cleaners</td>
<td>1</td>
<td>18</td>
<td>8-6</td>
</tr>
<tr>
<td>3/4/75</td>
<td>Satisfaction Clerk</td>
<td>3</td>
<td>16</td>
<td>8-6</td>
</tr>
</tbody>
</table>

Subtotal: 13 Bargaining Units 40 3,973
Fiscal: 53 Bargaining Units 742 132,463

*For employees earning less than $10,000, a $600 wage increase on 7/1/74, a 3 percent wage increase on 9/1/74, and a $500 wage increase on 7/1/75. Others received 8 percent on 7/1/74 and 6 percent on 7/1/75.

Source: Office of Labor Relations
### Table 3 - Percent Increase in Salaries of Refuse Collectors, Firefighters, and Police in Large Cities in the Northeast, 1972-1974

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Refuse Collectors</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cities, 1 Million and Over</td>
<td>5.6% - 14.3%</td>
<td>6.6% - 6.6%</td>
</tr>
<tr>
<td>Northeast</td>
<td>5.1% - 15.3%</td>
<td>6.0% - 6.4%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>1973-1974 Minimum-Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Firefighters</strong></td>
<td></td>
</tr>
<tr>
<td>Cities, 1 Million and Over</td>
<td>4.2% - 4.2%</td>
</tr>
<tr>
<td>Northeast</td>
<td>5.3% - 5.3%</td>
</tr>
<tr>
<td></td>
<td>6.6% - 6.8%</td>
</tr>
<tr>
<td></td>
<td>6.4% - 6.4%</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Police</strong></td>
<td></td>
</tr>
<tr>
<td>Cities, 1 Million and Over</td>
<td>3.8% - 3.8%</td>
</tr>
<tr>
<td>Northeast</td>
<td>5.3% - 5.3%</td>
</tr>
<tr>
<td></td>
<td>6.6% - 6.6%</td>
</tr>
<tr>
<td></td>
<td>6.1% - 6.1%</td>
</tr>
</tbody>
</table>

Table 4 - Percent Increase in Wages in Major Collective Bargaining Settlements, United States, 1970-1975

<table>
<thead>
<tr>
<th>Year</th>
<th>Average Annual Increase Over Life of Contract</th>
<th>Average First Year Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1970</td>
<td>8.9%</td>
<td>11.9%</td>
</tr>
<tr>
<td>1971</td>
<td>8.1%</td>
<td>11.6%</td>
</tr>
<tr>
<td>1972</td>
<td>6.4%</td>
<td>7.3%</td>
</tr>
<tr>
<td>1973</td>
<td>5.1%</td>
<td>5.8%</td>
</tr>
<tr>
<td>1974</td>
<td>7.3%</td>
<td>9.8%</td>
</tr>
<tr>
<td>1975 (First 3 Months)</td>
<td>7.7%</td>
<td>12.5%</td>
</tr>
</tbody>
</table>

Source: U.S. Bureau of Labor Statistics
Table 5 - Changes in Gross Average Hourly Earnings in Selected Industries - New York State

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4.97</td>
<td>4.67</td>
<td>6.5</td>
</tr>
<tr>
<td></td>
<td>4.23</td>
<td></td>
<td>7.6</td>
</tr>
<tr>
<td></td>
<td>4.55</td>
<td></td>
<td>5.7</td>
</tr>
<tr>
<td>Manufacturing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3.97</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonmanufacturing:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>7.67</td>
<td></td>
<td>9.01</td>
</tr>
<tr>
<td>Trade</td>
<td>5.78</td>
<td></td>
<td>8.2</td>
</tr>
<tr>
<td>Wholesale</td>
<td>4.55</td>
<td></td>
<td>7.4</td>
</tr>
<tr>
<td>Retail</td>
<td>3.27</td>
<td></td>
<td>6.4</td>
</tr>
<tr>
<td>Public Utilities:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elect., Gas and</td>
<td>5.50</td>
<td></td>
<td>9.3</td>
</tr>
<tr>
<td>Sanitary Svcs.</td>
<td>6.01</td>
<td></td>
<td>6.2</td>
</tr>
<tr>
<td>Telephone and</td>
<td>4.56</td>
<td></td>
<td>10.3</td>
</tr>
<tr>
<td>Telegraph</td>
<td>5.03</td>
<td></td>
<td>9.7</td>
</tr>
<tr>
<td>Finance and Insurance:</td>
<td>4.95</td>
<td></td>
<td>10.1</td>
</tr>
<tr>
<td>Banking</td>
<td>4.13</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.46</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.53</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4.6</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>8.0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.5</td>
</tr>
</tbody>
</table>

Source: New York State Department of Labor, Division of Research and Statistics, Employment Review.
Table 6 – Percent Increase in Wages and Salaries of Clerical and Plant Workers, New York City-Northern New Jersey, Metropolitan Area, 1968-1974

<table>
<thead>
<tr>
<th>Period</th>
<th>Office-Clerical Workers</th>
<th>Skilled Maintenance Workers</th>
<th>Unskilled Plant Workers</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1973-April 1974</td>
<td>6.3%*</td>
<td>7.5%**</td>
<td>7.0%***</td>
</tr>
<tr>
<td>April 1972-April 1973</td>
<td>5.0%*</td>
<td>6.0%**</td>
<td>7.2%***</td>
</tr>
<tr>
<td>April 1971-April 1972</td>
<td>5.4%</td>
<td>7.2%</td>
<td>9.1%</td>
</tr>
<tr>
<td>April 1970-April 1971</td>
<td>6.9%</td>
<td>6.8%</td>
<td>9.3%</td>
</tr>
<tr>
<td>April 1969-April 1970</td>
<td>8.8%</td>
<td>7.4%</td>
<td>8.3%</td>
</tr>
<tr>
<td>April 1968-April 1969</td>
<td>7.1%</td>
<td>6.4%</td>
<td>7.4%</td>
</tr>
</tbody>
</table>

* Adjusted. Non-adjusted figures are 4.5%(1972-73) & 6.2%(1973-74)

** Adjusted. Non-adjusted figures are 6.2%(1972-73) & 8.2%(1973-74)

*** Adjusted. Non-adjusted figures are 6.6%(1972-73) & 6.2%(1973-74)

Source: U.S. Bureau of Labor Statistics
Table 7 - Percent Increases in Average Salaries for Selected Clerical and Clerical Supervisory Occupations, March 1973-March 1974, New York City

<table>
<thead>
<tr>
<th>Occupation</th>
<th>United States</th>
<th>New York State</th>
<th>New York and Nassau-Suffolk areas</th>
<th>New York City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerks, accounting</td>
<td>6.9</td>
<td>7.0</td>
<td>6.8</td>
<td>6.8</td>
</tr>
<tr>
<td>Clerks, file</td>
<td>5.4</td>
<td>5.9</td>
<td>5.4</td>
<td>5.3</td>
</tr>
<tr>
<td>Keypunch operators</td>
<td>7.3</td>
<td>5.6</td>
<td>5.5</td>
<td>5.5</td>
</tr>
<tr>
<td>Keypunch supervisors</td>
<td>6.2</td>
<td>4.6</td>
<td>4.7</td>
<td>4.6</td>
</tr>
<tr>
<td>Messengers</td>
<td>5.6</td>
<td>4.7</td>
<td>4.7</td>
<td>4.4</td>
</tr>
<tr>
<td>Stenographers</td>
<td>6.5</td>
<td>7.1</td>
<td>6.6</td>
<td>6.0</td>
</tr>
<tr>
<td>Typists</td>
<td>6.7</td>
<td>5.7</td>
<td>5.3</td>
<td>5.2</td>
</tr>
</tbody>
</table>

### Table 8 - Percent Increases in Average Salaries by Occupational Classification, 1968-74, New York Metropolitan Area

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>New York and Nassau-Suffolk Areas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
<td>5.8</td>
</tr>
<tr>
<td>Technical support</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
<td>6.7</td>
</tr>
<tr>
<td>Entry and developmental professional and administrative</td>
<td>5.0</td>
<td>8.0</td>
<td>7.9</td>
<td>2.2</td>
<td>0.8</td>
<td>5.2</td>
</tr>
<tr>
<td>Experienced professional and administrative</td>
<td>5.2</td>
<td>7.2</td>
<td>9.4</td>
<td>5.4</td>
<td>4.3</td>
<td>6.4</td>
</tr>
<tr>
<td>New York State</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
<td>6.2</td>
</tr>
<tr>
<td>Technical support</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
<td>2/</td>
<td>5.5</td>
</tr>
<tr>
<td>Entry and developmental professional and administrative</td>
<td>6.6</td>
<td>7.8</td>
<td>7.0</td>
<td>3.8</td>
<td>0.7</td>
<td>5.9</td>
</tr>
<tr>
<td>Experienced professional and administrative</td>
<td>5.0</td>
<td>7.4</td>
<td>8.3</td>
<td>5.5</td>
<td>5.4</td>
<td>5.8</td>
</tr>
</tbody>
</table>

1/ Work levels used for computing increases:
- Clerical - Accounting clerks I and II; file clerks I, II and III; keypunch operators I and II; messengers (office boys and girls); stenographers, general and senior; typists I and II.
- Technical support - All levels of drafters and engineering technicians.
- Entry and developmental professional and administrative - Accountants I and II; auditors I and II; job analysts I and II; chemists I and II; and engineers I and II.
- Experienced professional and administrative - Accountants III, IV and V; auditors III and IV; chief accountants I, II, III and IV; directors of personnel I, II, III and IV; chemists III, IV, V, VI, VII, and engineers III, IV, V, VI, VII and VIII.

2/ Not available for separate presentation.

NOTE: Pay increases for May 1970-April 1971-March 1972 have been annualized for the entry and developmental and experienced professional and administrative classifications.

### Table 9 - Percent Increases in Average Salaries, Professional and Technical Occupations, New York City

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountants</td>
<td>4/</td>
<td>8.2</td>
<td>9.3</td>
<td>7.0</td>
<td>2.8</td>
<td>4.4</td>
</tr>
<tr>
<td>Auditors</td>
<td>4/</td>
<td>8.7</td>
<td>7.0</td>
<td>4.7</td>
<td>3.2</td>
<td>6.0</td>
</tr>
<tr>
<td>Attorneys</td>
<td>7/</td>
<td>6.0</td>
<td>7.9</td>
<td>6.0</td>
<td>5.5</td>
<td>6.4</td>
</tr>
<tr>
<td>Buyers</td>
<td>7/</td>
<td>5.5</td>
<td>13.8</td>
<td>6.6</td>
<td>4.3</td>
<td>3.2</td>
</tr>
<tr>
<td>Job analysts</td>
<td>4/</td>
<td>5.3</td>
<td>6.2</td>
<td>6.3</td>
<td>6.3</td>
<td>8.6</td>
</tr>
<tr>
<td>Engineers</td>
<td>7/</td>
<td>6.2</td>
<td>7.0</td>
<td>5.0</td>
<td>7.7</td>
<td>7.1</td>
</tr>
<tr>
<td>Engineering technicians</td>
<td>3/</td>
<td>10.2</td>
<td>11.2</td>
<td>5.4</td>
<td>8.3</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New York City</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountants</td>
<td>4.5</td>
<td>7.4</td>
<td>9.1</td>
<td>6.5</td>
<td>3.2</td>
<td>4.8</td>
</tr>
<tr>
<td>Auditors</td>
<td>6.5</td>
<td>8.8</td>
<td>7.0</td>
<td>4.3</td>
<td>3.6</td>
<td>5.9</td>
</tr>
<tr>
<td>Attorneys</td>
<td>1/</td>
<td>6.7</td>
<td>7.4</td>
<td>5.6</td>
<td>5.4</td>
<td>6.8</td>
</tr>
<tr>
<td>Buyers</td>
<td>4.9</td>
<td>6.9</td>
<td>10.6</td>
<td>7.0</td>
<td>5.4</td>
<td>3.3</td>
</tr>
<tr>
<td>Job analysts</td>
<td>2.8</td>
<td>6.4</td>
<td>7.0</td>
<td>5.9</td>
<td>5.4</td>
<td>7.3</td>
</tr>
<tr>
<td>Chemists</td>
<td>5.6</td>
<td>7.8</td>
<td>3/</td>
<td>3/</td>
<td>3/</td>
<td>4.0</td>
</tr>
<tr>
<td>Engineers</td>
<td>2.6</td>
<td>4.1</td>
<td>5.6</td>
<td>4.5</td>
<td>6.7</td>
<td>6.8</td>
</tr>
<tr>
<td>Engineering technicians</td>
<td>3.7</td>
<td>6.8</td>
<td>10.2</td>
<td>8.4</td>
<td>8.4</td>
<td>5.0</td>
</tr>
</tbody>
</table>

| New York and Nassau-Suffolk Areas |              |              |              |              |              |              |
| Accountants                     | 5.3          | 7.4          | 7.6          | 6.0          | 3.5          | 4.7          |
| Auditors                        | 6.1          | 8.3          | 6.8          | 4.0          | 3.6          | 5.3          |
| Attorneys                       | 1/           | 6.9          | 7.3          | 5.9          | 5.2          | 7.2          |
| Buyers                          | 5.4          | 6.8          | 9.0          | 6.3          | 6.1          | 4.6          |
| Job analysts                    | 4.1          | 4.3          | 7.4          | 6.3          | 4.3          | 7.2          |
| Chemists                        | 5.3          | 6.9          | 9.3          | 4.9          | 1.9          | 4.3          |
| Engineers                       | 4.6          | 6.1          | 4.9          | 4.9          | 6.2          | 6.1          |
| Engineering technicians         | 3.9          | 7.0          | 6.2          | 5.5          | 7.1          | 4.8          |

| New York State                  |              |              |              |              |              |              |
| Accountants                     | 5.3          | 7.4          | 7.6          | 6.0          | 3.5          | 4.7          |
| Auditors                        | 6.1          | 8.3          | 6.8          | 4.0          | 3.6          | 5.3          |
| Attorneys                       | 1/           | 6.9          | 7.3          | 5.9          | 5.2          | 7.2          |
| Buyers                          | 5.4          | 6.8          | 9.0          | 6.3          | 6.1          | 4.6          |
| Job analysts                    | 4.1          | 4.3          | 7.4          | 6.3          | 4.3          | 7.2          |
| Chemists                        | 5.3          | 6.9          | 9.3          | 4.9          | 1.9          | 4.3          |
| Engineers                       | 4.6          | 6.1          | 4.9          | 4.9          | 6.2          | 6.1          |
| Engineering technicians         | 3.9          | 7.0          | 6.2          | 5.5          | 7.1          | 4.8          |

| United States                   |              |              |              |              |              |              |
| Accountants                     | 7.0          | 6.7          | 6.7          | 5.6          | 4.9          | 6.1          |
| Auditors                        | 7.2          | 7.0          | 7.0          | 5.5          | 5.2          | 5.2          |
| Attorneys                       | 1/           | 7.1          | 5.0          | 6.2          | 6.3          | 5.8          |
| Buyers                          | 6.6          | 6.12/        | 7.02/        | 6.3          | 5.0          | 6.0          |
| Job analysts                    | 2.1          | 4.1          | 7.7          | 6.9          | 5.2          | 6.1          |
| Chemists                        | 8.5          | 5.9          | 5.5          | 5.1          | 3.7          | 7.1          |
| Engineers                       | 6.2          | 5.5          | 5.7          | 5.2          | 5.1          | 5.4          |
| Engineering technicians         | 5.8          | 6.3          | 6.5          | 5.1          | 4.7          | 6.0          |
(Table 9 continued)

1/ Comparison over this period was not possible for attorneys because of changes in the number and definition of work levels in 1969.

2/ New York-United States increases are not comparable.

3/ Insufficient data were obtained to warrant separate presentation.

4/ Separate New York City data for 1968 not available.


Table 10 - Consumer Price Indexes, New York-Northeastern New Jersey Area, July 1968-April 1975

<table>
<thead>
<tr>
<th>Month and Year</th>
<th>Consumer Price Index (1967=100)</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1968</td>
<td>104.1</td>
</tr>
<tr>
<td>July 1969</td>
<td>111.0</td>
</tr>
<tr>
<td>July 1970</td>
<td>119.4</td>
</tr>
<tr>
<td>July 1971</td>
<td>126.8</td>
</tr>
<tr>
<td>July 1972</td>
<td>131.4</td>
</tr>
<tr>
<td>July 1973</td>
<td>139.2</td>
</tr>
<tr>
<td>July 1974</td>
<td>154.4</td>
</tr>
<tr>
<td>April 1975</td>
<td>163.6</td>
</tr>
</tbody>
</table>

Percent Increase

<table>
<thead>
<tr>
<th>Period</th>
<th>Percent Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1968-July 1969</td>
<td>+6.6%</td>
</tr>
<tr>
<td>July 1969-July 1970</td>
<td>+7.5%</td>
</tr>
<tr>
<td>July 1970-July 1971</td>
<td>+6.1%</td>
</tr>
<tr>
<td>July 1971-July 1972</td>
<td>+3.6%</td>
</tr>
<tr>
<td>July 1972-July 1973</td>
<td>+5.9%</td>
</tr>
<tr>
<td>July 1973-July 1974</td>
<td>+10.9%</td>
</tr>
<tr>
<td>July 1974-April 1975</td>
<td>+5.9%</td>
</tr>
</tbody>
</table>