

OFFICE OF COLLECTIVE BARGAINING

CASE NO. I-81-71

In the Matter of the Impasse between

FINDING AND

DISTRICT COUNCIL 37, AFSCME, AFL-CIO

RECOMMENDATIONS

and

OF THE

THE CITY OF NEW YORK

IMPASSE PANEL

(Parking Meter Collector and
Supervising Parking Meter Collector)

I-81-71

Negotiations between the parties began in March, 1970, for an agreement to be effective January 1, 1970, which was to succeed the agreement which had expired on December 31, 1969. The agreement is to cover Parking Meter Collectors and Supervising Parking Meter Collectors. Numerous bargaining sessions failed to result in agreement. On September 15, 1971, the Office of Collective Bargaining, having found that an impasse existed, notified the undersigned that he had been designated by agreement of the parties as a one-man impasse panel.

A hearing in the matter was held before me on November 4, 1971. On the basis of the information presented at the hearing, I make the following findings and recommendations:

Until 1968 Parking Meter Collectors collected money from parking meters throughout the city, placed the money in canisters which they returned to headquarters in motor vehicles and placed on a conveyor belt from which it was picked up by laborers; they also worked together with mechanics in minor repairs of meters, replacing bad coin boxes; in addition they were responsible for a variety of reports such as on vandalism, jammed meters, conditions of various areas in which meters were located.

In December of 1968 the City contracted with Wells Fargo to do most of the collecting of money from the coin boxes of the parking meters.

After the collection work was contracted to Wells Fargo, the bargaining unit employees broke in the Wells Fargo employees. Now the Parking Meter Collectors are responsible to:

1. Stamp and cable keys in systematic order by areas based on the route schedule so that the right keys come up at the right time for the single key per meter system;
2. Collect from meters the Wells Fargo employees were unable to collect from;
3. Assist the repair men in repairing defective meters by replacing defective coin boxes;
4. Clear jammed chutes;
5. Survey and report on problem areas;
6. Make security checks by collecting meters covered by Wells Fargo men; investigate lost or broken key problems and missing or vandalized meters;
7. Work on records.

A new key system for the meters is being introduced; previously one set of keys opened all the meters in a particular borough; the City has begun to install a system of a single key per meter, and this process is already completed in many areas. The primary effect of the new key system is that the Collectors are called on to use their knowledge of the routes and the sequence of meters during collection to organize the cables of keys so that the right key will come up at the right time. The change to Wells Fargo results primarily in the collectors doing less routine collecting and more spot checks, assisting in repairs and replacements, office record work and reporting etc. than before.

Similar change in emphasis is experienced by the Supervising Parking Meter Collector who must now be involved with supervising the

coordination of the work of the collectors with the work performed by Wells Fargo. Thus each classification is spending more time working nearer the top of the skills called for by his classification than before the changes. I do not find any totally new task in either classification which involves any skill above the level of the span of skills required before the changes, but only that the emphasis in time spent has shifted toward the top of those spans.

The basic impasse between the parties is over the rates of pay for the two involved classifications in a contract to be effective January 1, 1970 through December 31, 1971. The parties have already reached agreement about the other terms of the Agreement including the welfare fund contributions which are to be covered by the City-wide contract.

The Union proposed a three step plan which was rejected by the City. The Union proposed wage increases for Parking Meter Collectors of \$1200.00 per year effective January 1, 1970, and another \$1200.00 per year effective January 1971, and for Supervising Parking Meter Collector two \$1500.00 per year, increases effective on the same dates. The last offer of the City was for a \$300.00 per year increase.

Each party seeks to justify its proposal primarily by comparing the wage rates for the titles involved with wage rates for other jobs both among City employees and other employees in the area. The Union also argues that the change in the nature of the jobs described above also justify increases above the averages given by the City during the period in question. The Union offered comparisons with Traffic Device Maintainers, and Toll Collectors of the Triboro Bridge and Tunnel Authority. in addition both the Union and the City referred to the

salary rates and benefits for collectors and foreman employed by Wells Fargo who perform some of the work previously performed by the Collectors involved in this matter.

I did not find the comparisons with the rates of other City employees to be useful because the jobs involved were so different. Traffic Device Maintainers perform different maintenance functions than Collectors; and the TBTA employees who collect tolls are a uniformed force who also patrol and superintend traffic on the bridges and in the tunnels. Since the work performed by the Wells Fargo employees involves a portion of the work of the Parking Meter Collector title, a comparison between the wages of these titles is useful.

A comparison of the straight time earnings of the Wells Fargo employees with those of the City employees involved in this case (without consideration of the number of hours worked or of the dollar value of fringes) "would seem to justify the Union's position that the increases proposed by the Union are necessary to establish a fair differential for Collectors employed by the City over those employed by Wells Fargo. However, when the fringes and the number of hours worked are taken into consideration the comparison shows that the cost per hour worked for the City's Parking Meter Collector was from \$6.50 to \$6.75 per hour (ranging from minimum to maximum vacation entitlement) whereas the similar Wells Fargo rate for collectors ranged between \$5.98 and \$6.24 an hour.

Because the Parking Meter Collectors perform, in addition to some of the same functions, more difficult and responsible functions than the Wells Fargo Collectors, the City's Collectors are entitled to a differential above the Wells Fargo employees; and, clearly, a differential for the Supervising Parking Meter Collectors above the Parking Meter

Collectors should be continued.

Employees in the unit involved in this case are also entitled to general increases similar to those provided other City employees during the same period; therefore the general pattern of increases in City settlements during the period involved has also been taken into consideration in the following recommendation.

I hereby recommend:

1. The City shall pay to each Parking Meter Collector an increase of \$600.00 per year as of January 1, 1970; and another increase of \$600.00 per year effective January 1, 1971. The City shall pay each Supervising Parking Meter Collector an increase of \$700.00 per year effective January 1, 1970; and another increase of \$700.00 per year effective January 1, 1971.
2. The following minimum and maximum rates shall be effective as indicated:

<u>EFFECTIVE DATE</u>		1/1/70	1/1/71
<u>PARKING METER</u>	MINIMUM	\$6200.00	\$6600.00
<u>COLLECTOR</u>	MAXIMUM	\$7950.00	\$8550.00
<u>SUPERVISING PARKING</u>	MINIMUM	\$6900.00	\$7300.00
<u>METER COLLECTOR</u>	MAXIMUM	\$9100.00	\$9850.00

3. I do not recommend the proposed change to the 3 step schedule.

Dated: January 5th, 1972

DANIEL HOUSE, Fact Finder