

Office of Collective Bargaining

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In the Matter of an Impasse

between

THE CITY OF NEW YORK

and

DISTRICT COUNCIL 37, AFSCME, AFL-CIO

Re: Traffic Device Maintainer

Case No. I-114-74  
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REPORT AND  
RECOMMENDATIONS  
OF  
IMPASSE PANEL

On October 8, 1974, the Office of Collective Bargaining determined that an impasse existed in the collective bargaining between the City of New York and District Council 37 over a collective bargaining agreement to succeed the one which expired on December 31, 1973, governing wages and working conditions of traffic device maintainers, and appointed the undersigned as an Impasse Panel to hear and report upon the dispute and to make recommendations for its resolution.

A hearing was held on December 5, 1974, at the offices of the OCB at which the parties were given full opportunities to present testimony, evidence and arguments in support of their respective positions. The City was represented by Monroe S. Watch, Assistant Director of Labor Relations. The Union was represented by Bart Cohen, Assistant Director of Research and Negotiation. Also present were the following:

For the City: Mary Carr, Research Analyst  
Herbert Gettleman, Bureau Chief

For the Union: Edward Maher, Associate Director of Research and  
Negotiations  
John Calendrillo, Council Representative  
Dan Person, Assistant Director of Research  
Louie Tuorto, President Local 1455  
Jerry Salerno, Committee Member  
John Walz, Committee Member  
Angelo Marino, Committee Member  
Dominick Bruno, Committee Member

Benjamin Damprisi, Committee Member  
Edward Hamlin, Committee Member  
Michael Sessa, Committee Member

According to its official job specifications, the Traffic Device Maintainer installs and maintains traffic control devices and markings under direct supervision. Examples of typical tasks are:

Prepares, installs and repairs traffic control devices, such as signs, stanchions - parking meters and pavement markers including the operation, loading and unloading of motor vehicles, marking machines and other equipment.

The work was described as difficult and sometime dangerous, and was compared with laborer grade C in the degree of difficulty and the kind of-service required. TDM's work in all types of weather, traffic conditions and sometimes at heights. Although they work an eight hour .day, it may be on a round-the-clock shift, They work a five day week but it may include Saturdays and Sundays.

According to the Union, the official job description is much too general to give an adequate picture of the job. Some duties which might not be apparent from the official job description are the requirement that they repair pavements, operate and maintain air compressors, pavement breakers, snow plows, and remove snow from parking fields and department property as directed.

Following are the issues according to the demands submitted by the Union to the City in November 1973, the evidence submitted by the Union and the City in support of their positions my recommendations for the resolution of the issues and my reasons for them:

1. Duration of Agreement. Although the Union originally asked for an 18 month agreement from January 1, 1974, to June 30, 1975, it now recognizes that a two-year contract is necessary and the City agrees.

## 2. Economic Terms.

a. Wage Increases. At present there are one hundred and forty TDM's at \$12,025 per annum, fourteen at \$10,925, fifteen at \$10,725, thirteen at \$10,350 and twelve at \$10,000.

A key proposal of the Union is the establishment of a single rate for TDM's and the abolition of the Trainee classification. The Union maintains that they were headed in that direction with the City's consent. In 1967, there were four rates. By 1971D. they had been reduced to two. In 1971, although there were three rates, one was a nominal entry rate in which there were no incumbents. In contrast, at present, there are five rates with none of the employees at \$12,200 which was supposed to have been the top grade.

The Union contends that a proper single rate would be in the range of \$15,500 to \$16,500, based on its contention that the following jobs are comparable to that of the TDM;

Section 220 Maintenance Men are paid an hourly rate of \$6.02 which is at an annual rate of \$12,521. On January 1, 1975, their rate will go to \$6.90 an hour or \$14,352 per annum.

Maintainers employed by the Triborough Bridge and Tunnel Authority as of July 1, 1974, were making \$14,450 per year.

Sign Mechanics employed by the Port Authority of New York and New Jersey will be paid \$13,885 to \$16,286 beginning October 1, 1974. Maintenance Men employed by PATH will be paid \$10,075 to \$12,476. Although the Maintainers receive less than TDM's their duties include cleaning work which is considered lower grade work than that done by the TDM's.

Parking Meter Contractors, used by the City, pay their repairmen between \$13,428 and \$14,357 per annum.

Maintainers who work for the City in the Aquarium, libraries, museums and zoos were paid \$10,000 to \$14,200 beginning July 1, 1973.

The City challenged some of the comparisons made by the Union:

It denied that TDM's repair bridge and road surfaces or do the other work performed by laborers. It also denied that the TDM's did work comparable to that of the Transit Authority Maintenance employees who use hydraulic equipment, drill presses, lathes, and do electrical, telephone and structural maintenance work, none of which are required of the TDM's. The City points out that the TDM's are not under Section 220, requiring the prevailing rate of pay. Laborers who are under this law are paid by the day and are not on an annual salary. The City maintains that the TDM's are very similar to the Maintainers employed at PATH whose salaries are mainly less than that of the TDM's.

The City urges that I take into account the status of the City's finances. At the time of the hearing, the City was facing a budget gap of \$430 million and was about to lay off 1510 employees, the first such lay off since 1934. The City computes the Union's basic wage demand as calling for an increase of 41.8% over and above the money necessary to bring all the employees to the maximum level if a single rate were to be established. The Union's demand for a cost of living adjustment, a restoration of pay cuts, a clothing allowance, and an assignment differential would also add to the cost.

The City maintains that such an increase is out of proportion and is in no way comparable to that which has been established through collective bargaining with other City employee unions including District Council 37 which represents the TDM's. The City offered an across-the-board annual increase of \$800 on January 1, 1974 and \$875 on January 1, 1975, applied to each rate.

The City's financial burden is a consideration which cannot be ignored. It has already had its impact on the relations between the City and its employees. For the first time since 1934, City employees are facing lay offs, and the prospect is that the number of lay offs will be increased in the near future. The lay off of City employees means that

services rendered to the public by the City will be reduced. These are essential services, not services that may be dispensed with. The City has been on an austerity budget for some years, and it must be assumed that whatever services could have been trimmed away have already been accomplished. Up to now the reduction in services and employment has been accomplished by attrition, i.e., by failing to fill jobs that became vacant by resignation, death or retirement. Now the City finds that attrition is no longer adequate.

In the face of its financial difficulties, the City has nevertheless reached an agreement with many of its unions, including District Council 37, on a formula for wage increases to meet in part the loss of purchasing power suffered by the employees because of the double-digit inflation which has beset us. The unions that reached agreement with the City and have accepted the formula did so with the reluctant recognition that there must be some belt tightening by employees as well as by taxpayers and the general public.

A time of financial difficulty is not a time to accomplish needed reforms in the wage structure, especially if those reforms push the cost substantially beyond that accepted by other employees. For this reason the Union's demand for a single rate of something in the range of \$15,500 to \$16,500 is wholly unrealistic and inappropriate. The evidence submitted by the Union does not justify a wage level of that dimension. Some of the jobs with which it compared the TDM's are not comparable even if one accepts the contention that the official job specifications do not present an adequate picture of the degree of difficulty or the kinds of services performed by the TDM's. I note, however, that whatever the work of the TDM's, nothing was shown to indicate that the duties of the job have changed during the past few years. They are essentially the same as were performed when the previous contract was accepted.

What seems to be indicated is a need for an improvement of the TDM's

wage levels by an Amount comparable to that accepted by other City employees. If the amount of money thus available were used to bring those below the top grade to a single rate, there would be very little left to improve the 140 TDM's who are now at the top.

My recommendation is a compromise which will reduce the spread between the top rate and the minimum rate thus moving in the direction of a single rate but will spread the increases more proportionately among all the men. Although I am recommending a narrowing of the spread, I do not imply that a single rate is a proper ultimate goal. My recommendation is based on the realization that even if a single rate were proper it could not now be accomplished. Hence it is unnecessary to decide the issue of the propriety of single rate.

No evidence was introduced to show a need to abolish the Trainee classification. As of December 31, 1973, trainees were paid \$6,400 on appointment, \$6,500 after one year of service, and \$6,600 after two years of service. My recommendation maintains this structure but with appropriate increases in each category.

b. Minimum Rates. The Union asks minimum rates equal to the single rate demand. My recommendation for the new wage structure states the minimum and gives reasons for it.

c. Cost of Living Escalator Clause. The City and District Council 37 have agreed upon a cost of living adjustment clause which is well known to the parties and is appropriate in this case. I shall recommend it.

d. Restoration of 1972 Pay Cuts. Increases negotiated in 1972 were reduced by the Federal Pay Board. The Union demands they be restored. I deem it inappropriate to restore the pay cuts because my calculations for improvement of the wage structure are based upon the wages as cut by the Pay Board. If the Pay Board cuts were restored they

would merely be deducted from the increases I recommend.

e. Clothing Allowance. TDM's are now given an allowance of \$60. Insufficient data were given from which to make a judgement on the proper clothing allowance. Since I have concentrated all the money I think can be properly allocated to the TDM's in the recommended wage increase, it is my recommendation that the clothing allowance remain unchanged.

f. Assignment Differentials. The Union asks an assignment differential of \$5.00 per shift applicable to all vehicles. At present the differential is \$2.00 for the operation of a heavy vehicle or a special vehicle known as a Night-Liner. For the reasons I have already stated, it is my opinion that this demand is not warranted at this time.

3. Personnel Practices. The Union had asked that certain personnel practices be improved. However, with the exception of the following items, these matters were withdrawn by the Union. (T. p.47).

The parties have agreed that items 3c, release from work without loss of pay or leave credit when temperatures exceed 85 degrees or fall below 38 degrees, and 3f, all year vacation pick with fifty per cent limit in July and fifty per cent limit in August shall be referred to the Union Management Committee.

4. Civil Service Matters. The Union had asked for certain changes in matters relating to civil service. However, these matters were withdrawn by the Union. (T. p.47).

5. Physical Facilities. The Union asked that certain physical facilities be provided. They have informed me, however, that both sides agree that these demands should be referred to the Union Management Committee.

6. The Union asks that the previous contract be continued except as amended as a result of these proceedings. The City agrees and it will be granted.

RECOMMENDATIONS

I hereby recommend that the parties enter into an agreement to succeed the one which expired on December 31, 1973, the successor agreement to be identical with the previous agreement except for the following changes:

1. The duration shall be from January 1, 1974 to December 31, 1975.

2. The salaries of TDM Trainees shall be:

<u>Effective</u>	<u>Appointment</u> <u>Rate</u>	<u>One Year*</u> <u>Rate</u>	<u>Two Year*</u> <u>Rate</u>
January 1, 1974	\$7,000	\$7,100	\$7,200
September 1, 1974	7,200	7,300	7,400
January 1, 1975	7,700	7,800	7,900

\*on anniversary date.

3. The salaries of the Traffic Device Maintainers shall be:

<u>Old Rate</u> <u>December 31, 1973</u>	<u>Effective</u> <u>January 1, 1974</u>	<u>Effective</u> <u>January 1, 1975</u>
\$12,025	\$12,875	\$13,500
10,925	11,825	12,750
10,725	11,775	12,750
10,350	11,575	12,750
10,000	11,425	12,750

4. The minimum rate for TDM's shall be \$11,425 effective January 1, 1974, and \$12,750 effective January 1, 1975.

5. A cost of living adjustment similar to that negotiated between the City and District Council 37 in other agreements shall be included effective October 1, 1975.

6. The Union's demand for a change in Assignment differential, restoration of 1972 Pay Board cuts, and an increase in the clothing allowance are denied.



7. The demands for release time when the temperature exceeds 85 degrees or falls below 38 degrees and for an all year vacation pick with fifty per cent limits in July and August should be referred to the Union Management Committee. The Union demands relating to physical facilities should also be referred to the Union Management Committee.

Dated, January 21, 1975.

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BENJAMIN H. WOLF  
Impasse Panelist