BEFORE THE COMPTROLLER OF THE CITY OF NEW YORK

In the Matter of the Complaint on behalf of employees in the titles:

CARPENTER (92065)
SUPERVISOR CARPENTER (92071)

for the fixation of their compensation as employees of the City of New York, et. al., at the prevailing rate of wages and supplemental benefits pursuant to New York State Labor Law Section 220 et seq.

CONSENT DETERMINATION

A Complaint under Section 220 of the New York State Labor Law, having been filed by the New York City District Council of Carpenters, UBCJA ("Complainant"), representing employees of the City of New York, et al., in the above referenced titles ("employees"), and this Consent Determination having been agreed to between the Mayor's Office of Labor Relations ("OLR"), on behalf of the City of New York, et al., and the Complainant, compromising and settling certain disputes of basic rates of wages, supplemental benefits and jurisdiction on all issues of law and fact as to the titles set forth in the caption,

NOW, THEREFORE, IT IS HEREBY DETERMINED BY CONSENT that:

The compromised basic rate of wages and supplemental benefits agreed upon are and have been for the above mentioned employees of the City of New York, et al., as follows:
### CARPENTER

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>HOURLY RATE</th>
<th>SATURDAY RATE</th>
<th>SUNDAY &amp; HOLIDAY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/05 to 6/30/06</td>
<td>$40.25</td>
<td>$50.38</td>
<td>$80.50</td>
</tr>
<tr>
<td>7/1/06 to 6/30/07</td>
<td>$41.23</td>
<td>$61.85</td>
<td>$82.46</td>
</tr>
<tr>
<td>7/1/07 to 6/30/08</td>
<td>$41.71</td>
<td>$62.57</td>
<td>$83.42</td>
</tr>
</tbody>
</table>

### SUPERVISOR CARPENTER

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>HOURLY RATE</th>
<th>SATURDAY RATE</th>
<th>SUNDAY &amp; HOLIDAY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/05 to 6/30/06</td>
<td>$43.25</td>
<td>$64.88</td>
<td>$86.50</td>
</tr>
<tr>
<td>7/1/06 to 6/30/07</td>
<td>$44.23</td>
<td>$66.35</td>
<td>$88.46</td>
</tr>
<tr>
<td>7/1/07 to 6/30/08</td>
<td>$44.71</td>
<td>$67.07</td>
<td>$89.42</td>
</tr>
</tbody>
</table>

Work performed by employees herein employed by the Human Resources Administration, between 4 pm and 12 midnight shall be compensated in the following manner:

The rate of pay shall be eight (8) hours of pay at the straight time rate for each shift consisting of seven (7) hours. Employees on such a shift shall be allowed one half (1/2) hour to eat, with this time being included in the seven (7) hours of work.

With regard to overtime rates, work performed in excess of a employee's regularly scheduled seven (7) hour tour shall be paid at the rate of one and one-half times (1-1/2x) the standard hourly rate in cash only. The standard hourly rate shall not include the differential used to calculate the employee's compensation for those hours worked between 4 p.m. to 12 midnight.
Welfare Fund:

Effective July 1, 2005 the City et al., shall contribute $1,575 per employee per annum to the New York City District Council of Carpenter's Health and Welfare Fund.

Welfare Fund Lump Sum Payment:

In addition to the above payments, the City et al., shall make one-time lump sum welfare fund payments on behalf of each employee to the New York City District Council of Carpenters Health and Welfare Fund, as set forth below:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Lump Sum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/06</td>
<td>$1,038 per employee</td>
</tr>
<tr>
<td>1/1/07</td>
<td>$1,040 per employee</td>
</tr>
<tr>
<td>1/1/08</td>
<td>$1,091 per employee</td>
</tr>
</tbody>
</table>

Employees who have been separated from service subsequent to January 1, 1974, and who were covered by a Welfare Fund at the time of such separation pursuant to a separate agreement between the City and the certified union representing such employees, shall continue to be so covered subject to the provisions hereof, on the same contributing basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City of New York through said Program, or are retirees of the New York City Employees Retirement System who have completed at least five (5) years of full time service with the City of New York, except that contributions for those employees hired after December 27, 2001 shall be governed by the provisions of §12-126 of the Administrative Code of the City of New York, as amended.
Annuity Fund:

An additional supplemental benefit in the form of an Annuity Fund payment shall be disbursed for each day actually worked. Annuity Fund payments shall be as follows:

For Carpenter - Effective:

July 1, 2005 $5.72 per hour actually worked to a maximum of $40.04 per day.
July 1, 2006 $5.79 per hour actually worked to a maximum of $40.53 per day.
July 1, 2007 $7.21 per hour actually worked to a maximum of $50.47 per day.

For Supervisor Carpenter - Effective:

July 1, 2005 $4.62 per hour actually worked to a maximum of $32.34 per day.
July 1, 2006 $4.63 per hour actually worked to a maximum of $32.41 per day.
July 1, 2007 $6.08 per hour actually worked to a maximum of $42.56 per day.

This additional supplemental benefit in the form of an Annuity Fund will be subject to a separate agreement between the City of New York and each union representing employees for Annuity Fund purposes. The liability of the City of New York shall in no event exceed the amounts herein above set forth for each effective day payable, irrespective of any taxes, liens, attorneys' fees or otherwise, and provided further that the amount of contributions by the City shall be limited to the payments as provided herein.

Statutory pension benefits and the City Health Benefit (Insurance) program shall continue.

Except as modified by this Consent Determination, the provisions set forth in Appendix A annexed hereto shall apply.
Dr. Martin Luther King, Jr.'s Birthday, the third Monday in January, shall continue to be a regular holiday with pay. This holiday is in addition to those set forth in Article VII of Appendix A annexed hereto.

**Leave Reg. Days**

Effective June 30, 2008 the paid leave benefits set forth in Article III, Sections (1)(a)-(f) of Appendix A annexed hereto shall apply.

**Annual Leave and Sick Leave**

For the titles of Carpenter and Supervisor Carpenter, the annual leave allowance set forth in Article I Section 2 of Appendix A annexed hereto shall be modified to provide for the following:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Carpenter</th>
<th>Supervisor Carpenter</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/05 to 6/30/08</td>
<td>27 days per annum</td>
<td>27 days per annum</td>
</tr>
</tbody>
</table>

For the titles of Carpenter and Supervisor Carpenter, the sick leave allowance set forth in Article II Section 1 of Appendix A annexed hereto, shall be modified to provide for the following:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Carpenter</th>
<th>Supervisor Carpenter</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/05 to 6/30/08</td>
<td>12 days per annum</td>
<td>12 days per annum</td>
</tr>
</tbody>
</table>

a) The provisions of this Consent Determination shall be consistent with the applicable provisions of the New York State Financial Emergency Act for the City of New York, as amended.
b) The Complainant agrees to execute a full release to the City of New York et al., for the period embraced herein, such release being set forth in the General Release and Waiver attached hereto as Exhibit "A".

c) The Complainant agrees to waive any and all interest on all differentials of basic rates of wages and supplemental benefits. It is expressly understood that such waiver, set forth in Exhibit "A" annexed hereto, shall include the waiver of any right to interest payments due pursuant to subdivision 8c of Section 220 of the Labor Law (L. 1967, c. 502, 1). However,

(1) Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days after the filing date of this Consent Determination, or one hundred twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.

(2) Interest on shift differentials, holiday and overtime pay shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days following their earning, or one hundred twenty (120) days after the filing date of this Consent Determination, whichever is later, to the date of actual payment, and

(3) Interest accrued under (1) or (2) above shall be payable only if the amount of interest due to an individual Employee exceeds five dollars ($5.00).

d) The Complainant herein shall refrain from filing any Article 78 proceedings in whole or in part with respect to any provision made herein and for any additional benefits other than those contained herein excepting that the right is reserved to bring any necessary proceedings for the enforcement of the terms of the Consent Determination.
c) The Complainant agrees to withdraw any and all objections in all of the periods embodied herein.

f) The Complainant agrees to waive any and all supplemental benefits payable under subdivision 3 of Section 220 of the Labor Law of the State of New York, such waiver being set forth in Exhibit "A" annexed hereto, and accept in lieu thereof the supplemental benefits set forth in this Consent Determination, and as set forth in Appendix A annexed hereto as modified herein.

g) Any new employees who may be hired by the City of New York, et al., during the term of this settlement shall be required to comply with all of the terms and conditions herein upon the payment of the rates and supplemental benefits herein.

h) Any legal claims of any nature, including specifically, but not limited thereto, premium rates, holiday rates, shift rates, overtime rates or any other legal claims affecting rates and supplemental benefits of any kind whatsoever, are merged in this compromise and settlement for the period of compromise and settlement contained herein.

i) The foregoing basic rates of wages and supplemental benefits are due and payable to each and every employee of the City of New York, et al., serving in the above-referenced titles beginning as of the effective date of the complaint filed herein, and shall be applicable to all employees of the City of New York, et al., serving in the above-referenced titles who are represented by the Complainant.

j) The basic rates and supplemental benefits herein are not to be construed as true prevailing rates and supplemental benefits but shall be considered rates and benefits in compromise and settlement of all issues of law and fact.
k) It is further understood and agreed that in consideration of the compromise and settlement reached herein, the complaint in this matter is hereby settled.

l) The submission of any Labor Law complaint, effective on July 1, 2008, can be made at the Bureau of Labor Law, of the Office of the Comptroller on or after that date.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSENTED TO:

FOR THE CITY OF NEW YORK

BY: JAMES F. HANLEY
Commissioner of Labor Relations

FOR NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS, UBCJA

BY: WILLIAM LACEY
Director of Civil Service Affairs
New York City District Council of Carpenters, UBCJA

The basic rates and supplemental benefits agreed to herein between the parties are not to be construed as true prevailing rates and supplemental benefits, but shall be deemed substitute rates and benefits in compromise and settlement of all issues of law and fact raised in the complaint filed herein pursuant to Labor Law Section 220.8-d.

IT IS SO DETERMINED AND ENTERED

WILLIAM C. THOMPSON, JR.
Comptroller

Dated: 8-21-08
New York, New York

UNIT: Carpenter and Supervisor Carpenter
TERM: July 1, 2005 through June 30, 2008
GENERAL RELEASE AND WAIVER

New York City District Council of Carpenters, UBCJA (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the titles Carpenter and Supervisor Carpenter for and in consideration of the wage rates and supplemental benefit package negotiated and agreed upon by the Union and the City of New York as set forth in a collective bargaining agreement for the period beginning July 1, 2005 and terminating June 30, 2008, a copy of which has been made available to the Union, hereby voluntarily and knowingly agrees to:

1. Waive, withdraw, relinquish, and refrain from filing, pursuing or instituting any claim for wages, supplements or other benefits, or any right, remedy, action or proceeding, which the Union has or may have under Section 220 of the Labor Law.

2. Discontinue any and all action or proceedings, if any, heretofore commenced by me or on my behalf of the above mentioned titles under and pursuant to Section 220 of the Labor Law applicable to the period July 1, 2005 to June 30, 2008.

3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from July 1, 2005 to June 30, 2008 except as expressly agreed upon in writing by the Union and the City. It is expressly understood that such waiver shall include the waiver of any right to interest payments pursuant to Subdivision 8c of Section 220 of the Labor Law (L. 1967, c. 502, Section 1).

4. Release and forever discharge the City of New York from all manner of actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, curiances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity which the Union, on behalf of employees in the above titles, shall or may have, by reason of any claim for wages or supplemental benefits pursuant to Section 220 of the Labor Law from July 1, 2005 to June 30, 2008 except as expressly agreed upon in writing by the Union and the City for that period.

WILLIAM LACEY
Director of Civil Service Affairs
New York City District Council of Carpenters, UBCJA
July 8, 2008

Mr. William Lacey  
Director Civil Service Affairs  
New York City District Council  
of Carpenters, UBCJA  
395 Hudson Street  
New York, NY 10014

Re: Consent Determinations covering  
Carpenter et al., Ship Carpenter et al.,  
Dockbuilder et al. and Rigger

Dear Mr. Lacey:

This letter agreement serves to memorialize agreements reached by the parties in the negotiations that resulted in the following Consent Determinations: Ship Carpenter, et al., covering the period July 1, 2005 through June 30, 2008; Rigger covering the period July 1, 2005 through June 30, 2008; Dockbuilder et al. covering the period July 1, 2005 through June 30, 2008; Carpenter et al. covering the period July 1, 2005 through June 30, 2008.

The term of this letter agreement shall be the same as the term of the accompanying consent determination through the execution of a successor Consent Determination and/or receipt of a final and binding Comptroller’s Order and Determination pursuant to §220 of the Labor Law for the period commencing July 1, 2008 on behalf of one or more of the titles covered by this agreement, except as otherwise set forth in particular provisions of this agreement.

The benefits that are referenced in this agreement are provided pursuant to and in accordance with the Consent Determinations referenced above. This agreement does not provide any additional benefits beyond what is provided by the Consent Determinations, but sets forth the manner in which certain of those benefits are to be paid and/or calculated.
Premium Pay

(1) As provided by the Consent Determination for the titles Ship Carpenter and Supervisor Ship Carpenter and by the Consent Determination for the title Rigger, effective July 1, 2005, work performed on a Saturday shall be compensated at time and one-half (1 1/2 X) and work performed on a Sunday or Holiday shall be compensated at double time (2 X).

(2) The Riggers provided the funding for the premium pay noted in paragraph (1). The source of the funding was a reduction to the Riggers total compensation per hour worked of 2.37% effective July 1, 2005 and continuing through June 30, 2008. The Ship Carpenter and Supervisor Ship Carpenter provided the funding for the premium pay noted in paragraph (1). The source of funding was a reduction to the Ship Carpenter and Supervisor Ship Carpenter total compensation per hour worked of 1.4% effective July 1, 2005 and continuing through June 30, 2008.

(3) If for any reason the funding of the premium pay provisions stated in paragraph (1) is discontinued before the parties execute Consent Determinations or receive Comptroller’s Determinations for the titles Ship Carpenter and Supervisor Ship Carpenter or for the title Rigger for the period beginning July 1, 2008 and continuing until a date to be determined, then the premium pay provisions shall be discontinued for the title or titles for which the funding is discontinued, effective the date the funding is discontinued. The parties agree that if funding of the premium pay is discontinued pursuant to this paragraph, 2.37% of Rigger total compensation per hour worked and/or 1.40% of Ship Carpenter and Supervisor Ship Carpenter total compensation per hour worked, as the case may be, shall become available to be spent in a manner agreed upon by the Union and the City of New York. This paragraph shall only apply before the parties execute a successor Consent Determination or receive a final and binding Comptroller’s Order and Determination for the title Rigger and/or the titles Ship Carpenter and Supervisor Ship Carpenter, as the case may be.

Annuity Blending

(4) The Union and the City negotiated a blended annuity for the titles Ship Carpenter, Supervisor Ship Carpenter, Rigger, Dockbuilder and Supervisor Dockbuilder for the period July 1, 1995 through June 30, 2000.

(5) Based upon the individual costings, the annuity amounts for each of those titles were initially calculated to be, for the period covering January 1, 2000 through June 30, 2000, as follows:

a. Riggers $1.69 per hour actually worked to a maximum of $13.52 per day.
b. Ship Carpenters $0.89 per hour actually worked to a maximum of $7.12 per day. Supervisor Ship Carpenter $0.11 per hour actually worked to a maximum of $0.88 per day.

c. Dockbuilders $3.70 per hour actually worked to a maximum of $29.60 per day. Supervisor Dockbuilders $2.82 per hour actually worked to a maximum of $22.56 per day.

(6) The annuity benefits set out in the 1995-2000 Consent Determinations derived from a blending of the funds set out in paragraph (5) above for the period January 1, 2000 through June 30, 2000. Those amounts agreed to by the City and the Union and included in those Consent Determinations were:

a. Riggers $2.13 per hour actually worked to a maximum of $17.04 per day.

b. Ship Carpenters $2.13 per hour actually worked to a maximum of $17.04 per day. Supervisor Ship Carpenters $2.13 per hour actually worked to a maximum of $17.04 per day.

c. Dockbuilders $3.00 per hour actually worked to a maximum of $24.00 per day. Supervisor Dockbuilders $3.00 per hour actually worked to a maximum of $24.00 per day.

(7) The annuity amounts referenced in paragraph (6) were the result of an agreement in bargaining that permitted these three titles to fund the annuity internally. This was achieved by blending the three separate costings within the overall cost of the settlement for the period commencing January 1, 1995 through June 30, 2000 for the Rigger, Ship Carpenter and Supervisor Ship Carpenter, and July 1, 1995 through June 30, 2000 for the Dockbuilder, Supervisor Dockbuilder and General Supervisor Dockbuilder.

(8) The City and the Union agree that for the current Consent Determinations covering the period July 1, 2005 through June 30, 2008, the above annuity blending method will continue only up to the amounts referenced in paragraph (6). Any annuity amounts above those referenced in paragraph (6) and contained in the Consent Determinations covering the period July 1, 2005 through June 30, 2008 were not the result of the agreed upon annuity blending method.

(9) Upon expiration of the Consent Determinations covering the period July 1, 2005 to June 30, 2008, the City shall continue to pay the expired annuity amounts contained in those Determinations for the titles Ship Carpenter, Supervisor Ship Carpenter, Rigger, Dockbuilder, Supervisor Dockbuilder and General Supervisor Dockbuilder until the parties execute a Consent Determination and/or receive a Comptroller’s Order and Determination covering one or more of the titles for the period beginning July 1, 2008 through a date to be determined.
(10) If the internal funding necessary to keep the blended portion of the annuity benefits at the values referenced in paragraph (6) is discontinued for any reason other than a simultaneous execution of Consent Determinations for a period beginning July 1, 2008 for the titles covered in paragraph (6), then the blended portion of the annuity benefits referenced in paragraph (6) shall be deemed null and void for all those titles effective the date the funding was discontinued, and the previously blended portion of the annuity benefits shall be changed to the amounts referenced in paragraph (5). In such circumstances, for any title referenced in paragraph (5), the City shall continue making the previously blended portion of the annuity benefits at the rates set forth in paragraph (5) until the parties execute a Consent Determination or receive a final and binding Comptroller’s Order and Determination pursuant to §220 of the Labor Law for that title.

Retiree Health Blending

(11) The City and Union agree that for the Consent Determinations covering the period July 1, 2005 to June 30, 2008 the titles of Carpenter and Supervisor Carpenter (“the Carpenter titles”) and the titles Dockbuilder, Supervisor Dockbuilder and General Supervisor Dockbuilder (“the Dockbuilder titles”) shall be blended for the sole purpose of costing retiree health insurance benefits for said period.

(12) For the period beginning July 1, 2008, the parties expect to negotiate separate Consent Determinations for the Carpenter titles and the Dockbuilder titles. For the sole purpose of costing retiree health insurance benefits for the period beginning July 1, 2008, employees employed in the Dockbuilder titles and employees employed in the Carpenter titles will be considered together as a group.

(13) The provisions of paragraph (12) shall be deemed null and void in the event the Comptroller’s Office issues a final and binding Order and Determination pursuant to §220 of the Labor Law on behalf of any one or more of the titles Carpenter and Supervisor Carpenter, Dockbuilder, Supervisor Dockbuilder, General Supervisor Dockbuilder.

Additional Provisions

(14) For the purpose of any judicial or administrative action or proceeding to compel the payment of prevailing wages and supplemental benefits pursuant to a Comptroller’s Order and Determination and/or Labor Law Section 220(8), by or on behalf of, any title covered by the agreement for the period beginning July 1, 2008 and ending on a date set forth in such Comptroller’s Order and Determination, the parties agree that the City shall be credited with
(a) all wages paid and (b) the cost of all supplemental benefits provided when any retroactive liability for wages or supplemental benefits is determined.

(15) Pursuant to Labor Law Section 220-8(d), the parties each have certain rights and obligations, including the obligation to engage in collective bargaining. To the extent Labor Law Section 220 et seq. may be inconsistent with the terms of this agreement and/or could lead to results different from the results required under the terms of the agreement, the terms of this agreement shall govern and be controlling. To the extent this agreement waives or modifies any or all rights each party might otherwise have pursuant to Labor Law §220 et seq., this agreement shall govern and be controlling.

(16) To the extent this agreement conflicts with any provisions within the Consent Determinations ending on June 30, 2008 for any of the titles covered by this agreement, this document shall be controlling, except as otherwise provided by law.

(17) If the above accords with your understanding and agreement, kindly execute the signature line provided below.

Very Truly yours,

JAMES F. HANLEY
COMMISSIONER

AGREED AND ACCEPTED ON BEHALF OF THE NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS, UBCIA

WILLIAM LACEY

July 8, 2008

Mr. William Lacey
Director of Civil Service Affairs
New York City District Council of Carpenters, UBCJA
395 Hudson Street
New York, NY 10014

Re: Executive Order No. 75 Release Time
(Carpenters and Supervisor Carpenters)

Dear Mr. Lacey:

This letter agreement will serve to confirm the agreement and understanding of the parties with regard to the Consent Determination covering the period from July 1, 2005 to June 30, 2008 for the titles Carpenter and Supervisor Carpenter.

1. Effective September 28, 1998, the New York City District Council of Carpenters ("the Union") was granted an additional three days (for a total of five days) absence with pay and benefits pursuant to Executive Order No. 75, as amended. Effective July 1, 2005 the five days absence with pay and benefits was continued for the period July 1, 2005 to June 30, 2008.

2. The Union provided the necessary funding for the paid leave of absence benefit stated above in (1). The source of funding was a reduction in the Carpenter and Supervisor Carpenter Total Compensation Per Hour Worked of 0.07% effective July 1, 2005 and continuing through to June 30, 2008.

3. It is understood that subsequent to the Consent Determination which expires June 30, 2008, the paid leave of absence stated above in (1) will continue as long as the Union continues to provide the funding, on a recurring basis, at the rate of 0.07% of the Carpenter and Supervisor Carpenter Total Compensation Per Hour Worked.
4. The parties agree that if the Union discontinues funding the additional paid leave of absence stated above in (1), the rate of 0.07% of the Carpenter and Supervisor Carpenter Total Compensation Per Hour Worked shall become available to be spent in a manner agreed upon by the Union and the City of New York.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,

JAMES F. HANLEY
COMMISSIONER

AGREED AND ACCEPTED ON BEHALF OF THE UNION

WILLIAM LACEY
July 8, 2008

Mr. William Lacey
Director Civil Service Affairs
New York City District Council
of Carpenters, UBCIA
395 Hudson Street
New York, NY 10014

Re:     Carpenters, et al. 2005-2008 Consent Determination
Non-Day shift work

Dear Mr. Lacey:

This is to confirm the understanding of the parties that, prior to the implementation of any future non-day shift program involving Carpenters or Supervisor Carpenters, OLR and the union shall meet and confer regarding such program, including the wage rates to be paid for work performed during such program.

Nothing in this side-letter shall be construed to waive either parties' legal positions in any future Comptroller's labor law section 220 hearing.

If this conforms to your understanding, please counter sign below.

Very truly yours,

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE UNION

WILLIAM LACEY