November 19, 2009

CERTIFIED MAIL

James Hanley
Commissioner
Office of Labor Relations
40 Rector Street - 4th Floor
New York, NY 10006

NOTICE OF FILING
ORDER AND DETERMINATION

Enclosed herein is a copy of a determination entered and filed, November 17, 2009 in the Office of the Comptroller for the City of New York in the matter of a complaint for the fixation of compensation of Cement Mason (92210).

Wasyl Kinach, P.E.
Bureau of Labor Law
Classifications

WK:wk
Enclosure
BEFORE THE COMPTROLLER OF THE CITY OF NEW YORK

In the Matter of the Complaints of

CEMENT MASON (92210)

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

CONSENT DETERMINATION

A Complaint under Section 220 of the New York State Labor Law, having been filed by City Employees Union, Local 237, International Brotherhood of Teamsters ("Complainant"), representing employees of the City of New York, et al., in the above referenced title ("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 title 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:
### CEMENT MASON

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/1/07 to 10/27/07</td>
<td>$37.40</td>
</tr>
<tr>
<td>10/28/07 to 10/27/08</td>
<td>$38.90</td>
</tr>
<tr>
<td>10/28/08 to 9/30/09</td>
<td>$40.46</td>
</tr>
</tbody>
</table>

With regard to overtime rates, work performed in excess of the regularly scheduled seven (7) hour day shall be paid for in cash at the rate of double (2x) the straight time rate.

A shift differential shall be paid for all scheduled hours worked between the hours of 4:00 P.M. to 8:00 A.M. Such differentials shall be paid at the rate of double (2x) the straight time rate.

The total supplemental benefits package agreed upon by Local 237, International Brotherhood of Teamsters on behalf of the Complainants and the City of New York et al. as reflecting the prevailing supplements or their "equivalents" are as follows:

1. A Welfare Fund contribution shall continue to be paid effective October 1, 2007 at the rate of $1,575 per annum per active employee and at the rate of $1,775 per annum per retiree. Additionally, effective April 28, 2008 a one-time Lump Sum Welfare Fund payment in the amount of $200 shall be paid per active and retired employee. The contributions shall be paid per complainant by the City of New York to the Welfare Fund, Local 237 International Brotherhood of Teamsters, 216 West 14th Street, New York, N.Y.

Employees who have been separated from service subsequent to July 1, 1971 and who were
covered by a Welfare Fund at the time of such separation pursuant to a separate agreement between the City of New York and the Certified union representing such employees, shall continue to be so covered subject to the provisions hereof, on the same contributory 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 through such program; or are retirees of the New York City Employees Retirement System who have completed five (5) years of full in 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.

2. An additional supplemental benefit in the form of a compensation accrual fund payment shall continue to be disbursed for each day actually worked. Compensation Accrual Fund payments shall be as follows:

**Effective:**
10/1/07 through 9/30/09  $5.33 per hour actually worked to a maximum of $37.31 per day.

This additional supplemental benefit in the form of a compensation accrual fund will be subject to a separate agreement between the City of New York and Local #237 L.B.T. The liability of the City of New York shall in no event exceed the amount hereinabove set forth for each hour worked, irrespective of any upward modification by reason of imposition of any tax, lien, attorneys' fee or otherwise, and provided further that the amount of contributions by the City shall be limited solely to the payments as provided herein.

3. Continuation of statutory pension benefits.
4. Continuation of City Health Benefit (Insurance) program.

5. 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 Appendix A of the Comptroller's Time and Leave Regulations.

6. Continuation of Article III of Appendix A; "Other Authorized absences with pay".

7. Effective 10/1/07: All employees shall receive twelve (12) sick leave days per year.

8. Any annual leave set forth in Appendix A of the Comptroller's Time and Leave Regulations shall be modified to provide for the following:

   Effective 10/1/07 annual leave allowance for employees in the title of Cement Mason who work at least a 250 day year shall accrue at the following rate:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual Leave Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>At the beginning of the employee's 1st Year</td>
<td>12 work days per year</td>
</tr>
<tr>
<td>At the beginning of the employee's 2nd Year</td>
<td>15 work days per year</td>
</tr>
<tr>
<td>At the beginning of the employee's 3rd Year</td>
<td>15 work days per year</td>
</tr>
<tr>
<td>At the beginning of the employee's 4th Year</td>
<td>17 work days per year</td>
</tr>
<tr>
<td>At the beginning of the employee's 5th Year</td>
<td>22 work days per year</td>
</tr>
<tr>
<td>At the beginning of the employee's 6th Year</td>
<td>27 work days per year</td>
</tr>
<tr>
<td>At the beginning of the employee's 15th Year</td>
<td>29 work days per year</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.

e) 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 Employee 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 the 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 October 1, 2009, can be made at the Labor Law Bureau 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 FOR CITY EMPLOYEES UNION,
LOCAL 237, I.B.T.

BY: JAMES F. HANLEY GREGORY FLOYD
Commissioner of President
Labor Relations City Employees Union,
Local 237, I.B.T.

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: 11-17-09
New York, New York

UNIT: Cement Masons
TERM: October 1, 2007 through September 30, 2009
GENERAL RELEASE AND WAIVER

Local 237, I.B.T. (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the title, CEMENT MASON 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 October 1, 2007 and terminating September 30, 2009, 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 October 1, 2007 to September 30, 2009.

3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from October 1, 2007 to September 30, 2009 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, cariances, 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 October 1, 2007 to September 30, 2009 except as expressly agreed upon in writing by the Union and the City for that period.

LOCAL 237 I.B.T.

[Signature]
President
City Employees Union,
Local 237, I.B.T.
September 9, 2009

Mr. Gregory Floyd
President
City Employees Union Local 237, I.B.T.
216 West 14th Street
New York, NY

Re: 2007-2009 Cement Masons Determination – ACF Payment

Dear Mr. Floyd:

This is to confirm the understanding of the parties that effective on September 30, 2009 the bargaining unit shall have available funds not to exceed 0.10% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases. The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.

If this conforms to your understanding, please countersign below.

Very truly yours,

[Signature]
JAMES F. HANLEY

AGREED AND ACCEPTED BY:
FOR CITY EMPLOYEES UNION
LOCAL 237, I.B.T.

[Signature]
GREGORY FLOYD
President
City Employees Union
Local 237, I.B.T.