BEFORE THE COMPTROLLER OF THE CITY OF NEW YORK.

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

ELECTRICIAN (91717)
ELECTRICIAN (91717) (Westchester County)
ELECTRICIAN (91717) (Outside N.Y.C. Except Westchester County)
ELECTRICIAN'S HELPER (91722)
ELECTRICIAN'S HELPER (91722) (Westchester County)
ELECTRICIAN'S HELPER (91722) (Outside N.Y.C. Except Westchester County)
SUPERVISOR ELECTRICIAN (91769)

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 Local Union No. 3, International Brotherhood of Electrical Workers ("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:
Electrician, Electrician (ONYC) and Electrician (Westchester)

<table>
<thead>
<tr>
<th>Period</th>
<th>Hourly Rate</th>
<th>Overtime Rate</th>
<th>Saturday, Sunday &amp; Holiday Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/10/06 to 5/9/07</td>
<td>$44.00</td>
<td>$66.00</td>
<td>$66.00</td>
</tr>
<tr>
<td>5/10/07 to 5/7/08</td>
<td>$46.00</td>
<td>$69.00</td>
<td>$69.00</td>
</tr>
<tr>
<td>5/8/08 to 5/13/09</td>
<td>$47.00</td>
<td>$70.50</td>
<td>$70.50</td>
</tr>
<tr>
<td>5/14/09 to 5/13/10</td>
<td>$49.00</td>
<td>$73.50</td>
<td>$73.50</td>
</tr>
</tbody>
</table>

Supervisor Electrician

<table>
<thead>
<tr>
<th>Period</th>
<th>Hourly Rate</th>
<th>Overtime Rate</th>
<th>Saturday, Sunday &amp; Holiday Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/10/06 to 5/9/07</td>
<td>$47.75</td>
<td>$71.63</td>
<td>$71.63</td>
</tr>
<tr>
<td>5/10/07 to 5/7/08</td>
<td>$49.75</td>
<td>$74.63</td>
<td>$74.63</td>
</tr>
<tr>
<td>5/8/08 to 5/13/09</td>
<td>$50.75</td>
<td>$76.13</td>
<td>$76.13</td>
</tr>
<tr>
<td>5/14/09 to 5/13/10</td>
<td>$52.75</td>
<td>$79.13</td>
<td>$79.13</td>
</tr>
</tbody>
</table>

Electrician's Helper, Electrician's Helper (ONYC) and Electrician's Helper (Westchester)

<table>
<thead>
<tr>
<th>Period</th>
<th>Hourly Rate</th>
<th>Overtime Rate</th>
<th>Saturday, Sunday &amp; Holiday Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/10/06 to 5/9/07</td>
<td>$28.60</td>
<td>$42.90</td>
<td>$42.90</td>
</tr>
<tr>
<td>5/10/07 to 5/7/08</td>
<td>$29.60</td>
<td>$44.40</td>
<td>$44.40</td>
</tr>
<tr>
<td>5/8/08 to 5/13/09</td>
<td>$30.10</td>
<td>$45.15</td>
<td>$45.15</td>
</tr>
<tr>
<td>5/14/09 to 5/13/10</td>
<td>$31.10</td>
<td>$46.65</td>
<td>$46.65</td>
</tr>
</tbody>
</table>

Work performed by employees employed by the Human Resources Administration, the Health and Hospitals Corporation, the Department of Sanitation, the Department of Transportation, or the City University of New York, regularly scheduled between 4 p.m. to 12 midnight and 12 midnight to 8 a.m. shall be compensated in the following manner:

Between 4 p.m. and 12 midnight there shall be a differential of 17.33% of the hourly rate for all work actually performed during this time period.

Between 12 midnight and 8 a.m. there shall be a differential of 31.4% of the hourly rate for all work actually performed during this time period.
With regard to the overtime rate, employees shall be paid in cash at the rate of one and one-half times (1.5x) the hourly rate for all work performed in excess of a regularly scheduled seven (7) hour tour. The hourly rate shall not include the differential paid to employees for those hours worked between 4 p.m. to 12 midnight and 12 midnight to 8 a.m.

There shall be a continuation of statutory pension benefits.

There shall be a continuation of the City Health Benefit (Insurance) program.

**Sick Leave:**

**Electrician, Electrician (ONYC) and Electrician (Westchester):**

*Effective:*

9/10/06: 12 days per annum

**Supervisor Electrician:**

*Effective:*

9/10/06: 12 days per annum

**Electrician's Helper, Electrician's Helper (ONYC) and Electrician's Helper (Westchester):**

*Effective:*

9/10/06: 12 days per annum

**Holidays**

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 as a regular holiday with pay. This holiday is in addition to those set forth in Section VII of Appendix A annexed hereto.

**Annual Leave**

Any annual leave accrual provisions set forth in Article I, Section 2 of Appendix A annexed hereto shall be modified to provide for the following:

A) **Electrician, Electrician (ONYC) and Electrician (Westchester):**

Effective September 10, 2006, the annual leave allowance for employees in these titles who work at least a 249 day year shall accrue as follows:

<table>
<thead>
<tr>
<th>Years In Service</th>
<th>Annual Allowance</th>
<th>Monthly Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>At the beginning of the employee's:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>17 work days</td>
<td>1 1/3 days per month plus one additional day at the end of the leave year</td>
</tr>
<tr>
<td>5th year</td>
<td>22 work days</td>
<td>1 3/4 days per month plus one additional day at the end of the leave year</td>
</tr>
<tr>
<td>8th year</td>
<td>27 work days</td>
<td>2 1/2 days per month</td>
</tr>
<tr>
<td>15th year</td>
<td>29 work days</td>
<td>2 1/3 days per month plus one additional day at the end of the leave year</td>
</tr>
</tbody>
</table>

B) **Supervisor Electricians:**

Effective September 10, 2006, the annual leave allowance for employees in the title Supervisor Electrician who work at least a 249 day year shall accrue as follows:

<table>
<thead>
<tr>
<th>Years In Service</th>
<th>Annual Allowance</th>
<th>Monthly Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>At the beginning of the employee's:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>17 work days</td>
<td>1 1/3 days per month plus one additional day at the end of the leave year</td>
</tr>
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</tr>
<tr>
<td>15th year</td>
<td>29 work days</td>
<td>2 1/3 days per month plus one additional day at the end of the leave year</td>
</tr>
</tbody>
</table>
C) **Electricians Helper:**

Effective September 10, 2006, the annual leave allowance for employees in the title Electricians Helper who work at least a 249 day year shall accrue as follows:

<table>
<thead>
<tr>
<th>Years In Service</th>
<th>Annual Allowance</th>
<th>Monthly Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>At the beginning of the employee's:</td>
<td>17 work days</td>
<td>1 1/3 days per month plus one additional day at the end of the leave year</td>
</tr>
<tr>
<td>1st year</td>
<td>22 work days</td>
<td>1 1/4 days per month plus one additional day at the end of the leave year</td>
</tr>
<tr>
<td>5th year</td>
<td>27 work days</td>
<td>2 1/4 days per month</td>
</tr>
<tr>
<td>8th year</td>
<td>29 work days</td>
<td>2-1/3 days per month plus one additional day at the end of the leave year</td>
</tr>
<tr>
<td>15th year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Leave Reg. Days**

Effective September 10, 2006, the paid leave benefits set forth in Article III, Sections (1)(a)-(f) of Appendix A annexed hereto shall continue to apply.

**Welfare Fund**

Effective September 10, 2006, the City et al., shall contribute an additional $100 per annum to the Local Union No. 3, I.B.E.W. New York City Electrician's Health and Welfare Fund ("the Welfare Fund").

Additionally, employees who have been separated from service subsequent to July 1, 1973, and who were covered by a Welfare Fund at the time of such separation pursuant to an agreement between the City et al., and the certified union representing such employees, shall continue to be so covered, subject to the provisions hereof. Effective September 10, 2006 the City of New York et al., shall contribute an additional $100 per annum to the Local Union No. 3, I.B.E.W. New York City Retired Electricians Health and Welfare Fund ("the Retiree Welfare Fund"). 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 by the City of New York through said program; or are retirees of the New York City Employee's 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.

**Compensation Accrual Fund**

The following contributions will be paid per employee for each day actually worked, by the City of New York, et al., to a Compensation Accrual Fund, known as "the Annuity Plan of the Electrical Industry".

**Electrician, Electrician (ONYC) and Electrician (Westchester):**

**Effective:**

- September 10, 2006: $11.08 per hour actually worked to a maximum of $77.56 per day.
- May 10, 2007: $11.36 per hour actually worked to a maximum of $79.52 per day.
- September 10, 2007: $11.08 per hour actually worked to a maximum of $77.56 per day.
- May 8, 2008: $12.00 per hour actually worked to a maximum of $84.00 per day.
- May 14, 2009: $11.62 per hour actually worked to a maximum of $81.34 per day.

**Supervisor Electrician:**

**Effective:**

- September 10, 2006: $10.83 per hour actually worked to a maximum of $75.81 per day.
- May 10, 2007: $11.35 per hour actually worked to a maximum of $79.45 per day.
- September 10, 2007: $10.83 per hour actually worked to a maximum of $75.81 per day.
- May 8, 2008: $12.00 per hour actually worked to a maximum of $84.00 per day.
- May 14, 2009: $11.62 per hour actually worked to a maximum of $81.34 per day.
Electrician's Helper, Electrician's Helper (ONYC) and Electrician's Helper (Westchester):

Effective:

September 10, 2006: $4.00 per hour actually worked to a maximum of $28.00 per day.
May 8, 2008: $4.30 per hour actually worked to a maximum of $30.10 per day.
May 14, 2009: $4.00 per hour actually worked to a maximum of $28.00 per day.

This Compensation Accrual Fund will be subject to a separate agreement between the City of New York et al. and the Complainant. The liability of the City of New York et al., shall in no event exceed the amount hereinabove set forth for each effective day payable, irrespective of any upward modification by reason of imposition of any taxes, liens, attorneys’ fees or otherwise, and provided further that the amount of contributions by the City shall be limited solely to the payment as provided herein.

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 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 of 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 May 14, 2010, can be made at the Bureau of Labor Law, 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 LOCAL #3, I.B.E.W.

BY: JOSEPH R. VICARI
Business Representative

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: 11-5-08
New York, New York

UNIT: Electricians, Electricians (ONYC), Electricians (Westchester), Supervisor Electrician, Electrician's Helpers, Electrician's Helpers (ONYC), Electrician’s Helpers (Westchester)

TERM: September 10, 2006 through May 13, 2010
GENERAL RELEASE AND WAIVER

Local #3, I.B.E.W. (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the titles, ELECTRICIAN, ELECTRICIAN'S HELPER and SUPERVISOR ELECTRICIAN 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 September 10, 2006 and terminating May 13, 2010, 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 September 10, 2006 to May 13, 2010.

3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from September 10, 2006 to May 13, 2010 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, variances, 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 September 10, 2006 to May 13, 2010 except as expressly agreed upon in writing by the Union and the City for that period.

LOCAL #3, I.B.E.W.

JOSEPH R. VICARI
Business Representative
October 23, 2008

Mr. Joseph Vicari
Business Representative
IBEW Local 3
Flushing, NY 11365

Re: Electricians, et al. 2006-2010 Consent Determination

Dear Mr. Vicari:

This letter will serve to memorialize the methodology used for negotiating the Consent Determination covering the period from September 10, 2006 to May 13, 2010 for the following titles: Electrician, Electricians (ONYC), Electricians (Westchester), Supervisor Electrician, Electrician Helper, Electricians Helper (ONYC) and Electricians Helper (Westchester).

1. Effective September 10, 2006, the Supervisor Electrician hourly wage differential will be $3.75 above the Electrician rate. Local 3 provided the necessary funding for the increase in the Supervisor Electrician hourly differential above $2.49.

2. Effective September 10, 2006 a charge of 0.36% was taken from the Helper total compensation to fund changing the Helper’s annuity to a per hour worked basis.

3. The following reductions were made to the Electricians Helper annuity to partially fund the Electrician and Supervisor Electrician Annuity rates contained in the consent determination:

   Effective 9/10/06 - $3.62 per hour
   Effective 5/10/07 - $3.49 per hour
   Effective 9/10/07 - $2.72 per hour
   Effective 5/8/08 - $3.84 per hour
   Effective 5/14/09 - $3.64 per hour
4. Effective September 10, 2006 the Electrician, Supervisor Electrician and Electrician Helper continue to provide the funding from their total compensation package in order to subsidize the Electrician (ONYC) and Electrician (Westchester) titles to the New York City rates contained in the Determination.

5. Effective May 8, 2008 the Electrician, Supervisor Electrician and Electrician Helper provided the necessary funding from their total compensation to purchase one paid full time release position. This funding shall continue for as long as the full time release position exists. If this funding is discontinued, for whatever reason, the full time release position shall be eliminated.

All of the funding mechanisms agreed to and outlined in this Agreement shall be subject to negotiations for the period beginning May 14, 2010.

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

Very truly yours,

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF IBEW LOCAL 3

BY: JOSEPH VICARI

DATE: 10/23/08
October 23, 2008

Mr. Joseph Vicari
Business Representative
International Brotherhood of Electrical Workers – Local 3
158-11 Harry Van Arsdale Ave., Room 402
Flushing, NY 11365

Dear Mr. Vicari:

Pursuant to the consent determination for the period September 10, 2006 to May 13, 2010, the parties agree that there shall be an increase in the welfare fund contribution of $100 per annum for the title Electricians, Supervisor Electricians and Electricians Helper, effective on September 10, 2006.

For purposes of implementing this rate increase to the Retiree Welfare Funds for these titles, the following shall apply:

♦ The monthly contribution for August 2006 shall be $128.3333
♦ The monthly contribution for September 2006 shall be $134.0828
♦ The monthly contribution for each month thereafter shall be $136.6667

The contribution rates herein covering part-time employees will be based on the existing methods.

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

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF LOCAL 3, I.B.E.W.

BY:

JOSEPH VICARI
Business Representative