BEFORE THE COMPTROLLER OF THE CITY OF NEW YORK


In the Matter of the Complaints of

ELEVATOR MECHANIC (90710)
ELEVATOR MECHANIC'S HELPER (90711)
and
SUPERVISOR ELEVATOR MECHANIC (90769)

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

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, 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:
## ELEVATOR MECHANIC

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>HOURLY RATE</th>
<th>SATURDAY RATE</th>
<th>SUNDAY AND HOLIDAY RATE</th>
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<tbody>
<tr>
<td>5/28/05 through 2/25/07</td>
<td>$32.83</td>
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## ELEVATOR MECHANIC'S HELPER

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<td>4/3/08 through 6/8/08</td>
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<td>$51.52</td>
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## SUPERVISOR ELEVATOR MECHANIC

<table>
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<th>SATURDAY RATE</th>
<th>SUNDAY AND HOLIDAY RATE</th>
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<td>4/3/08 through 6/8/08</td>
<td>$36.75</td>
<td>$55.13</td>
<td>$73.50</td>
</tr>
</tbody>
</table>

The above mentioned Saturday, Sunday and Holiday Rates shall apply where actually worked.

Overtime after eight (8) hours worked on a regularly scheduled Monday through Friday day shall continue to be paid in cash at the rate of time and one-half (1-1/2x) the straight hourly rate.

Overtime after eight (8) hours worked on a regularly scheduled Monday through Friday between the hours of midnight to 8:00 A.M. shall continue to be paid in cash at the rate of double (2x) the straight hourly rate. All work started between the hours of 6:00 A.M. and 8:00 A.M. shall be paid at the rate of time and one-half (1-1/2x) the straight hourly rate.
There shall be a continuation of statutory pension benefits.

There shall be a continuation of City Health Benefit Insurance.

Appendix A annexed hereto is modified to provide for:

1. 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.

2. Any annual leave provisions set forth in Article 1, Section 2 of Appendix A shall be modified to provide for the following:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Elevator Mechanics</th>
<th>Elevator Mechanic's Helper</th>
<th>Supervisor Elevator Mechanic</th>
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</thead>
<tbody>
<tr>
<td>5/28/05</td>
<td>26 ½ days per annum</td>
<td>16 days per annum</td>
<td>27 ½ days per annum</td>
</tr>
<tr>
<td>6/9/06</td>
<td>28 days per annum</td>
<td>19 days per annum</td>
<td>28 days per annum</td>
</tr>
<tr>
<td>2/26/07</td>
<td>28 days per annum</td>
<td>23 days per annum</td>
<td>28 days per annum</td>
</tr>
</tbody>
</table>

**Housing Authority Leave**

Any annual leave* set forth in Appendix A of the *Comptroller's Time and Leave Regulations* for employees who work at the Housing Authority shall be modified to provide for the following:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Elevator Mechanic</th>
<th>Elevator Mechanic's Helper</th>
<th>Supervisor Elevator Mechanic</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/28/05</td>
<td>38 ½ days per annum</td>
<td>28 days per annum</td>
<td>39 ½ days per annum</td>
</tr>
<tr>
<td>6/9/06</td>
<td>40 days per annum</td>
<td>31 days per annum</td>
<td>40 days per annum</td>
</tr>
<tr>
<td>2/26/07</td>
<td>40 days per annum</td>
<td>35 days per annum</td>
<td>40 days per annum</td>
</tr>
</tbody>
</table>

*Annual leave at the Housing Authority includes vacation, sick, personal business, and religious observance days.
3. Any sick leave provisions set forth in Article II, Section 1 of Appendix A shall be modified to provide for the following:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Elevator Mechanic's Helper</th>
<th>Elevator Mechanic</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/28/05</td>
<td>12 days per annum</td>
<td>12 days per annum</td>
</tr>
</tbody>
</table>

4. Effective May 28, 2005, the paid leave benefits set forth in Article III, Sections (1)(a)-(f) of Appendix A shall not apply. Effective April 3, 2008, the paid leave benefits set forth in Article III, Sections (1)(a)-(f) of Appendix A shall be restored.

**Annuity**

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

**Elevator Mechanic**

**Effective:**

- 5/28/05  
  - $0.32 per hour actually worked to a maximum of $2.56 a day.
- 6/9/06   
  - $0.71 per hour actually worked to a maximum of $5.68 a day.
- 2/26/07  
  - $1.89 per hour actually worked to a maximum of $15.12 a day.
- 4/3/08   
  - $1.93 per hour actually worked to a maximum of $15.44 a day.

**Supervisor Elevator Mechanic**

**Effective:**

- 5/28/05  
  - $9.31 per hour actually worked to a maximum of $2.48 a day.
- 6/9/06   
  - $9.93 per hour actually worked to a maximum of $7.44 a day.
- 2/26/07  
  - $2.27 per hour actually worked to a maximum of $18.16 a day.
- 4/3/08   
  - $2.30 per hour actually worked to a maximum of $18.40 a day.
This 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 I.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.

**Welfare Fund**

A Welfare Fund contribution shall continue to be paid effective May 28, 2005 at the rate of $1,475 per annum per complainant. Effective June 9, 2006 a Welfare Fund contribution in the amount of $1,575 per annum shall be paid per active and retired employee. Effective April 3, 2008 a retiree Welfare Fund contribution shall be paid at the rate of $1,775 per annum per retired employee. Additionally, effective April 3, 2008 a one-time Lump Sum Welfare Fund payment in the amount of $166.67 shall be paid per active and retired employee. The annual 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, 1975 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 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.

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 June 9, 2008 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:                       FOR CITY EMPLOYEES UNION,  
                                                   LOCAL 237, I.B.T.:

BY:  JAMES F. HANLEY                              BY:  GREGORY FLOYD
     Commissioner of Labor Relations

     
     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:  10-30-08
     New York, New York

UNIT: Elevator Mechanics et al.
TERM: May 28, 2005 through June 8, 2008
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 titles Elevator Mechanic, Elevator Mechanic’s Helper, and Supervisor Elevator Mechanic 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 May 28, 2005 and terminating June 8, 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 May 28, 2005 to June 8, 2008.

3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from May 28, 2005 to June 8, 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. 302, 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, covenants, 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 May 28, 2005 to June 8, 2008 except as expressly agreed upon in writing by the Union and the City for that period.

FOR CITY EMPLOYEES UNION,
I.B.T. LOCAL 237 I.B.T.:  

[Signature]

GREGORY FLOYD
President
City Employees Union,
Local 237, I.B.T.
AGREEMENT BETWEEN THE CITY OF NEW YORK, et al. AND CITY EMPLOYEES LOCAL 237 I.B.T., as certified bargaining representatives of employees of the City of New York et al. in the titles of Elevator Mechanic, Elevator Mechanic Helper, and Supervisor Elevator Mechanic

WHEREAS, the Office of Labor Relations on behalf of the City of New York, et al. ("The City") and CITY EMPLOYEES LOCAL 237 I.B.T. ("Local 237") engaged in good faith negotiations pursuant to Labor Law Section 220-8(d), with respect to the rates of wages and supplemental benefits to be paid to employees in the titles of Elevator Mechanic, Elevator Mechanic Helper, and Supervisor Elevator Mechanic for the period May 28, 2005 through June 8, 2008; and

WHEREAS, during those negotiations, the parties relied upon their familiarity with wage and benefit rates to be paid in the private sector during the period May 28, 2005 through June 8, 2008, pursuant to the private sector agreement between Local 3 I.B.E.W. and its employers, which are detailed by the parties in Appendix A of this document; and

WHEREAS, The City and Local 237 reached a settlement covering the period May 28, 2005 through June 8, 2008 for the above-referenced titles; and

WHEREAS, the parties recognize that each party has certain rights and remedies available to them by law that, if exercised, could be inconsistent with the implementation and/or enforcement of the obligations agreed to in the Consent Determinations signed by the parties for the period May 28, 2005 through June 8, 2008; and

WHEREAS, the parties desire to not assert but instead to waive those rights and remedies referenced in the preceding paragraph, and desire to be bound by the Consent Determination signed by them for the period May 28, 2005 through June 8, 2008; and

WHEREAS, the parties agree that the Consent Determinations signed by them shall be deemed to have been entered into in reliance upon the following:

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the undersigned as follows and in consideration of the parties' waiver of rights and remedies available to them by law and in consideration of the parties' desire to be bound by the Consent Determinations that they signed, the parties agree to the following:

1. The terms of this agreement shall be binding upon the parties and those they represent in the event they are unable to achieve an agreement within the meaning of Labor Law Section 220 (8-d), and a Comptroller's Order and Determination is subsequently issued for the period beginning June 9, 2008.

2. Beginning June 9, 2008, the City shall continue to pay the rates of wages and supplemental benefits it was obligated to pay on June 8, 2008 pursuant to the Consent Determinations that it and Local 237 signed, to the extent the City is obligated to so pursuant to the Labor Law and/or any other applicable law, rule or regulation.
3. For the purpose of any judicial or administrative action or proceeding to determine the rate of wages and supplemental benefits to be paid to the employees employed in the above-referenced titles for the period beginning June 9, 2008 and ending on a date to be determined through such an action or proceeding, the value of the rates of wages and supplemental benefits paid from June 9, 2008 forward pursuant to paragraph “2” above and/or the legal obligations referenced therein, shall be deemed to be equivalent to the value of the rates of wages and supplemental benefits required to be paid pursuant to the private sector agreement between Local 3 I.B.E.W. and its employers and detailed in Appendix A of this agreement; and

4. 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, the employees employed in the above-referenced titles for the period beginning June 9, 2008 and ending on a date set forth in such Comptroller’s Order and Determination or required by law, the value of the rates of wages and supplemental benefits paid pursuant to paragraph “2” above and/or the legal obligations referenced therein, shall be deemed to be equivalent to the value of the rates of wages and supplemental benefits specified in the private sector agreement between Local 3 I.B.E.W. and its employers and detailed in Appendix A of this agreement; and

5. For the purpose of any judicial or administrative action or proceeding to determine the rate of wages and supplemental benefits to be paid to the employees employed in the above-referenced titles for the period beginning June 9, 2008, the parties agree that the costing methodology employed for the Consent Determination period May 28, 2005 to June 8, 2008 shall be the agreed upon methodology to determine the prevailing rate of wages and supplemental benefits for the period beginning June 9, 2008 and terminating on the date a final Order and Determination is signed by the Office of the Comptroller.

6. 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. is inconsistent with the terms of this agreement or could lead to results different from the results required under the terms of this agreement and to, the extent this agreement waives any rights each party would otherwise have pursuant to Labor Law Section 220 et seq., the terms of this agreement shall govern and be controlling.

7. The parties have entered into this agreement in the interest of sound and harmonious labor relations and in an effort to address any adverse effects the private sector rates of wages and supplemental benefits may have upon the interests and concerns of these parties.

Dated: October 1, 2008


BY: JAMES F. HANLEY
    COMMISSIONER

BY: GREGORY FLOYD
    PRESIDENT, Local 237 I.B.E.W.
Appendix A

Effective April 3, 2008 through June 8, 2008

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<th></th>
<th></th>
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<tr>
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</tr>
<tr>
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<td>6.50</td>
<td>6.50</td>
<td>6.50</td>
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<tr>
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<td>Total Compensation</td>
<td>36.45</td>
<td>36.25</td>
<td>39.72</td>
<td>38.27</td>
</tr>
</tbody>
</table>
October 1, 2008

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

Re: 2005-2008 Elevator Mechanic Retiree Welfare Fund Increases

Dear Mr. Floyd:

Per the 2005-2008 Elevator Mechanic Agreement, the parties agreed that there shall be an increase in the retiree welfare fund contribution of $100 per annum, effective on June 9, 2006 and a $200 per annum retiree welfare fund contribution increase effective on April 3, 2008.

For purposes of implementing these rate increases to the Retiree Welfare Funds, the following shall apply:

- The monthly contribution for May 2006 shall be $136.6667
- The monthly contribution for June 2006 shall be $142.6900
- The monthly contribution for July 2006 shall be $136.6667
- The monthly contribution for March 2008 shall be $136.6667
- The monthly contribution for April 2008 shall be $151.9987
- The monthly contribution for each month thereafter shall be $153.3333

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

GREGORY F. CONNOR
President
City Employees Union Local 237, I.B.T.