June 2, 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, May 14, 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 High Pressure Plant Tender (91650).

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

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

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

HIGH PRESSURE PLANT TENDER (91650)

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 District Council 37, AFSCME, AFL-CIO, ("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:
High Pressure Plant Tenders

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>HOURLY RATE</th>
<th>SATURDAY RATE</th>
<th>SUNDAY, HOLIDAY OVERTIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/08 to 6/30/09</td>
<td>$30.14</td>
<td>$37.68</td>
<td>$45.21</td>
</tr>
<tr>
<td>7/1/09 to 6/30/10</td>
<td>$31.35</td>
<td>$39.19</td>
<td>$47.03</td>
</tr>
</tbody>
</table>

Overtime after forty (40) hours worked shall be paid in cash at the rate of time and one-half (1-1/2x). For the purposes of this paragraph, paid holidays and compensatory time off shall be considered time worked.

In addition to the above rates, effective July 1, 2002 the night shift differential for a shift worked from 4:00 P.M. to 8:00 A.M. shall continue to be the rate of $5.49 per shift. This shift differential shall be interpreted so as to be paid in addition to the normal weekday, Saturday, Sunday and Holiday rates only.

Other Authorized Absences With Pay: Effective June 1, 2008, no paid leave benefits set forth in Article III, Sections (1)(a)-(f) of 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 shall be added to those set forth in the Uniform Leave Regulations.

The Uniform Leave Regulations shall be further amended to provide that:

The annual leave allowance for permanent Employees who work at least a 249 day year and who were hired on or after July 1, 1985 shall accrue as follows:
### ANNUAL LEAVE

<table>
<thead>
<tr>
<th>Years In Service</th>
<th>Allowance</th>
<th>Monthly Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>At the beginning of the employee's 1st year</td>
<td>10 work days</td>
<td>1 day per month after the first 2 months</td>
</tr>
<tr>
<td>At the beginning of the employee's 2nd year</td>
<td>13 work days</td>
<td>1 day per month plus 1 additional day at the end of the 2nd year</td>
</tr>
<tr>
<td>At the beginning of the employee's 3rd year</td>
<td>13 work days</td>
<td>1 day per month plus 1 additional day at the end of the 3rd year</td>
</tr>
<tr>
<td>At the beginning of the employee's 4th year</td>
<td>15 work days</td>
<td>1 1/4 days per month</td>
</tr>
<tr>
<td>At the beginning of the employee's 5th year</td>
<td>20 work days</td>
<td>1 2/3 days per month</td>
</tr>
<tr>
<td>At the beginning of the employee's 8th year</td>
<td>25 work days</td>
<td>2 days per month plus 1 additional day at the end of the leave year</td>
</tr>
<tr>
<td>At the beginning of the employee's 15th year</td>
<td>27 work days</td>
<td>2-1/4 days per month</td>
</tr>
</tbody>
</table>

This provision supersedes the annual leave provisions set forth in the Uniform Leave Regulations for full-time employees hired on or after July 1, 1985.

### Annuity Fund:

Effective July 1, 2008, the City of New York, et al., shall continue to contribute to an annuity fund $1.29 for each paid working day up to a maximum of $336.69 per annum on behalf of all full-time and full-time per diem employees. For part-time employees who work less than eight hours a day, the amount paid shall be based on a prorated amount, which is calculated against an eight-hour day, up to a maximum of $336.69 per annum. For the purpose of these payments, excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.

This annuity 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 amounts hereinabove 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 of New York, et al., shall be limited to the payments as provided herein.
Welfare Fund:

Effective July 1, 2008, a Welfare Fund contribution shall continue to be paid at the rate of $1,575 per annum per employee. The contribution shall be paid per employee by the City of New York et al., to the District Council 37 Benefit Fund Trust.

Employees who have been separated from service subsequent to June 30, 1970 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 of New York through such 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.

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 that such supplemental benefits which have been and are now existing in their respective departments shall continue subject to the Uniform Leave Regulations as published
by the Comptroller in a separate publication effective May 1, 1961, as amended, pursuant to terms and conditions set forth 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 July 1, 2010, 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:  
THE CITY OF NEW YORK  
DISTRICT COUNCIL 37, AFSCME, AFL-CIO

BY:  
JAMES F. HANLEY  
Commissioner of Labor Relations

BY:  
LILLIAN ROBERTS  
Executive Director  
District Council 37  
AFSCME, AFL-CIO

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: 5-14-09  
New York, New York

UNIT: High Pressure Plant Tender  
TERM: July 1, 2008 through June 30, 2010
GENERAL RELEASE AND WAIVER

District Council 37, AFSCME, AFL-CIO (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the title, High Pressure Plant Tender 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, 2008 and terminating June 30, 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 July 1, 2008 to June 30, 2010.

3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from July 1, 2008 to June 30, 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, cairances, 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, 2008 to June 30, 2010 except as expressly agreed upon in writing by the Union and the City for that period.

DISTRICT COUNCIL 37, AFSCME, AFL-CIO

[Signature]
DENNIS SULLIVAN
Director of Research and Negotiations
April 2, 2009

Mr. Dennis Sullivan
Director of Research and Negotiations
District Council 37
125 Barclay Street
New York, NY 10007-2179


Dear Mr. Sullivan:

This is to confirm the understanding of the parties that effective on June 30, 2010 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 counter sign below.

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
DC37

BY:

DENNIS SULLIVAN