February 4, 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, February 3, 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 Plumber (91915), Supervisor Plumber (91972) Plumber’s Helper (91916), Thermostat Repairer (91940), Supervisor Thermostat Repairer (91964).

Wasyli 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 titles:

PLUMBER (91915)
SUPERVISOR PLUMBER (91972)
PLUMBER’S HELPER (91916)
THERMOSTAT REPAIRER (91940)
SUPERVISOR THERMOSTAT REPAIRER (91964)

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 Plumbers Local Union No. 1, U.A. ("Complainant"), representing employees of the City of New York, et al. ("City 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 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 rates of wages and supplemental benefits agreed upon are and have been for the above-mentioned employees of the City et al., as follows:
## PLUMBER AND THERMOSTAT REPAIRER

<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>7/1/05 to 12/31/05</td>
<td>$43.16</td>
<td>$86.32</td>
<td>$86.32</td>
</tr>
<tr>
<td>1/1/06 to 6/30/06</td>
<td>$43.41</td>
<td>$86.82</td>
<td>$86.82</td>
</tr>
<tr>
<td>7/1/06 to 12/31/06</td>
<td>$44.41</td>
<td>$88.82</td>
<td>$88.82</td>
</tr>
<tr>
<td>1/1/07 to 6/30/07</td>
<td>$45.16</td>
<td>$90.32</td>
<td>$90.32</td>
</tr>
<tr>
<td>7/1/07 to 12/31/07</td>
<td>$45.41</td>
<td>$90.82</td>
<td>$90.82</td>
</tr>
<tr>
<td>1/1/08 to 6/30/08</td>
<td>$46.01</td>
<td>$92.02</td>
<td>$92.02</td>
</tr>
</tbody>
</table>

## SUPERVISOR PLUMBER AND SUPERVISOR THERMOSTAT REPAIRER

<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>7/1/05 to 12/31/05</td>
<td>$45.41</td>
<td>$90.82</td>
<td>$90.82</td>
</tr>
<tr>
<td>1/1/06 to 6/30/06</td>
<td>$45.66</td>
<td>$91.32</td>
<td>$91.32</td>
</tr>
<tr>
<td>7/1/06 to 12/31/06</td>
<td>$46.66</td>
<td>$93.32</td>
<td>$93.32</td>
</tr>
<tr>
<td>1/1/07 to 6/30/07</td>
<td>$47.41</td>
<td>$94.82</td>
<td>$94.82</td>
</tr>
<tr>
<td>7/1/07 to 12/31/07</td>
<td>$47.91</td>
<td>$95.82</td>
<td>$95.82</td>
</tr>
<tr>
<td>1/1/08 to 6/30/08</td>
<td>$48.51</td>
<td>$97.02</td>
<td>$97.02</td>
</tr>
</tbody>
</table>

## PLUMBER'S HELPER

<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>7/1/05 to 12/31/05</td>
<td>$32.18</td>
<td>$64.36</td>
<td>$64.36</td>
</tr>
<tr>
<td>1/1/06 to 6/30/06</td>
<td>$32.30</td>
<td>$64.60</td>
<td>$64.60</td>
</tr>
<tr>
<td>7/1/06 to 12/31/06</td>
<td>$32.80</td>
<td>$65.60</td>
<td>$65.60</td>
</tr>
<tr>
<td>1/1/07 to 6/30/07</td>
<td>$33.18</td>
<td>$66.36</td>
<td>$66.36</td>
</tr>
<tr>
<td>7/1/07 to 12/31/07</td>
<td>$33.30</td>
<td>$66.60</td>
<td>$66.60</td>
</tr>
<tr>
<td>1/1/08 to 6/30/08</td>
<td>$33.60</td>
<td>$67.20</td>
<td>$67.20</td>
</tr>
</tbody>
</table>

Effective July 1, 2005, overtime for work in excess of a seven (7) hour day shall continue to be paid in cash at the rate of double time (2x).
3

The above Saturday, Sunday and Holiday rates shall be paid for any worked performed on a Saturday, Sunday or Holiday, respectively.

Work performed by employees herein employed by the Human Resources Administration, the Department of Sanitation, or the Department of Correction between 4:00 P.M. and 12 midnight shall be compensated in cash at the rate of double time (2x).

Effective July 1, 2005 the City et al. shall contribute $1,575 per employee per annum to the New York City Municipal Plumbers and Pipefitters Health and Welfare Fund. Said monies are to be remitted to: The New York City Municipal Plumbers and Pipefitters Health and Welfare Fund, c/o Administrative Services Only, Inc., 303 Merrick Road, Lynbrook, NY 11563.

Employees who have been separated from service subsequent to July 1, 1974, and who were covered by a Welfare Fund at the time of such separation pursuant to a separate agreement between the City et al. 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 paid for each day actually worked. For the purpose of this section, "each day actually worked" shall mean each day in which a covered employee works at least four (4) hours, regardless of hours in excess of four (4) and excluding vacation days and other exclusions, pursuant to regulatory provisions affecting the payment thereof. For the purpose of this supplemental benefit, a compensatory day off shall be considered a day actually worked.

The Annuity Fund payments shall be as follows:

**Plumber, Thermostat Repairer, Supervisor Plumber and Supervisor Thermostat Repairer:**

Effective:

- July 1, 2005: $27.98 for each day actually worked.
- January 1, 2006: $34.49 for each day actually worked.
- July 1, 2006: $24.28 for each day actually worked.
- January 1, 2007: $27.50 for each day actually worked.
- July 1, 2007: $30.93 for each day actually worked.
- January 1, 2008: $35.60 for each day actually worked.
- June 30, 2008: $32.49 for each day actually worked.

**Plumbers Helper**

Effective:

- July 1, 2005: $13.99 for each day actually worked.
- January 1, 2006: $17.25 for each day actually worked.
- July 1, 2006: $12.14 for each day actually worked.
- January 1, 2007: $13.75 for each day actually worked.
- July 1, 2007: $15.46 for each day actually worked.
- January 1, 2008: $17.80 for each day actually worked.
- June 30, 2008: $16.25 for each day actually worked.
This additional supplemental benefit in the form of an annuity fund will be subject to a separate agreement between the City and Complainant. The liability of the City 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 et al. 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 Rep. Days**

Effective July 1, 2005 no paid leave benefits set forth in Article III, Sections (1)(a)-(f) of Appendix A annexed hereto shall apply. Effective June 30, 2008, the paid leave benefits set forth in Article III, Sections (1)(a)-(f) of Appendix A shall apply.

**Annual Leave and Sick Leave**

For the titles of Plumber, Plumber's Helper and Thermostat Repairer, Supervisor Plumber and Supervisor Thermostat Repairer the annual leave allowance set forth in Article I Section 2 of
Appendix A annexed hereto and 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>Annual Leave</th>
<th>Sick Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/05 to 6/30/08</td>
<td>28 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.

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 July 1, 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

BY: JAMES F. HANLEY
Commissioner of Labor Relations

FOR PLUMBERS LOCAL UNION NO.1, U.A.

BY: GEORGE W. KELLY
Business Manager,
Plumbers Local Union No.1, U.A.

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: 2-3-09
New York, New York

UNIT: Plumbers, et. al

TERM: July 1, 2005 through June 30, 2008
GENERAL RELEASE AND WAIVER

Plumbers Local Union No.1, U.A. (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the titles Plumber, Thermostat Repairer, Supervisor Plumber, Supervisor Thermostat Repairer and Plumber's Helper, 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, 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 July 1, 2005 to June 30, 2008 except as expressly agreed upon in writing by the Union and the City for that period.

Plumbers Local Union No.1, U.A.

[Signature]
George W. Reilly
Business Manager
December 19, 2008

Mr. George W. Reilly
Business Manager
Plumbers Local Union No. 1, U.A.
158-29 Cross Bay Blvd.
Howard Beach, NY 11414

Non-Day Shift Work

Dear Mr. Reilly:

This is to confirm the understanding of the parties that, prior to the implementation of any future non-day shift program involving Plumbers, Plumber’s Helper, Thermostat Repairers, Supervisor Plumbers or Supervisor Thermostat Repairers, 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 PLUMBERS LOCAL UNION NO. 1, U.A.

BY: George W. Reilly
Business Manager