March 31, 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, March 26, 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 Steamfitter (91925), Steamfitter's Helper (91926) and Supervisor Steamfitter (91971).

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:

STEAMFITTER (91925)
STEAMFITTER’S HELPER (91926)
SUPERVISOR STEAMFITTER (91971)

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 Steamfitters Local Union 638 ("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:
STEAMFITTERS

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>HOURLY RATE</th>
<th>SATURDAY, SUNDAY &amp; HOLIDAY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/13/07 to 9/12/08</td>
<td>$46.96</td>
<td>$93.92</td>
</tr>
<tr>
<td>9/13/08 to 9/12/09</td>
<td>$48.84</td>
<td>$97.68</td>
</tr>
</tbody>
</table>

SUPERVISOR STEAMFITTER

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>HOURLY RATE</th>
<th>SATURDAY, SUNDAY &amp; HOLIDAY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/13/07 to 9/12/08</td>
<td>$50.24</td>
<td>$100.48</td>
</tr>
<tr>
<td>9/13/08 to 9/12/09</td>
<td>$52.25</td>
<td>$104.50</td>
</tr>
</tbody>
</table>

STEAMFITTER'S HELPER

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>HOURLY RATE</th>
<th>SATURDAY, SUNDAY &amp; HOLIDAY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/13/07 to 9/12/08</td>
<td>$35.21</td>
<td>$70.42</td>
</tr>
<tr>
<td>9/13/08 to 9/12/09</td>
<td>$36.62</td>
<td>$73.24</td>
</tr>
</tbody>
</table>

With regard to overtime rates, work performed in excess of a complainant’s regularly scheduled seven (7) hour tour, the employee shall be paid at the rate of double time (2x) the standard hourly rate.

Work performed by complainants herein employed by Human Resources Administration between 4 pm and 12 midnight, shall be compensated in cash at the rate of double time (2X).

There shall be a continuation of the City’s statutorily mandated pension benefits insurance program. There shall be a continuation of the City Health Benefit Program.
Welfare Fund

Effective September 13, 2007, a Welfare Fund contribution shall continue to be paid at the rate of $1,575 per annum per employee. Said monies are to be remitted to: The New York City Municipal Steamfitter and Steamfitter's Helpers Health and Welfare Fund, 19 West 44th Street, New York, New York 10036.

Employees who have been separated from service subsequent to June 30, 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 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.

Leave Benefits

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.

- The annual leave allowance shall accrue as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Steamfitter</th>
<th>Supervisor Steamfitter</th>
<th>Steamfitter's Helper</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/13/07 to 9/12/09</td>
<td>28 days per annum</td>
<td>28 days per annum</td>
<td>28 days per annum</td>
</tr>
</tbody>
</table>

- The sick leave allowance shall accrue as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Steamfitter</th>
<th>Supervisor Steamfitter</th>
<th>Steamfitter's Helper</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/13/07 to 9/12/09</td>
<td>12 days per annum</td>
<td>12 days per annum</td>
<td>12 days per annum</td>
</tr>
</tbody>
</table>

**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 Steamfitters' Industry Supplemental Retirement Plan.

**Steamfitter - Effective:**

September 13, 2007 $5.22 per hour actually worked to a maximum of $36.54 per day.

**Supervisor Steamfitter - Effective:**

September 13, 2007 $6.18 per hour actually worked to a maximum of $43.26 per day.

**Steamfitter's Helper - Effective:**

September 13, 2007 $1.87 per hour actually worked to a maximum of $13.09 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 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 September 13, 2009, 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 STEAMFITTERS LOCAL 638, AFL-CIO

BY: 
JAMES F. HANLEY
Commissioner of Labor Relations

BY: 
JOHN J. TORPEY
President
Steamfitters Local 638, 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: 3.26.09
New York, New York

UNIT: Steamfitter, Supervisor Steamfitter, Steamfitter’s Helper
TERM: September 13, 2007 through September 12, 2009
GENERAL RELEASE AND WAIVER

N.Y.C. Steamfitters Local 638 (hereinafter referred to as the "Union"), as the jointly certified collective bargaining representative of employees in the titles Steamfitter, Supervisor Steamfitter, and Steamfitter’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 September 13, 2007 and terminating September 12, 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 September 13, 2007 to September 12, 2009.

3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from September 13, 2007 to September 12, 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 September 13, 2007 to September 12, 2009 except as expressly agreed upon in writing by the Union and the City for that period.

Steamfitters Local 638, AFL-CIO

John J. Torpey
President
February 26, 2009

Mr. John Torpey  
President  
Steamfitters Local Union 638, AFL-CIO  
32-32 48th Ave.  
Long Island City, NY 11101

Re: Steamfitters 2007-2009 Consent Determination – ACF Payment

Dear Mr. Torpey:

This is to confirm the understanding of the parties that effective on September 12, 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 counter sign below.

Very truly yours,

JAMES F. HANLEY  
Commissioner

AGREED AND ACCEPTED BY:  
FOR STEAMFITTERS LOCAL 638, AFL-CIO

JOHN TORPEY  
President