BEFORE THE COMPTROLLER OF THE CITY OF NEW YORK

In the Matter of the Complaints of

SUPERVISOR OF MECHANICS (90774)

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 title ("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 title 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:
SUPERVISOR OF MECHANIC

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>HOURLY RATE</th>
<th>SATURDAY, SUNDAY and HOLIDAY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/9/02 through 9/8/03</td>
<td>$43.38</td>
<td>$65.07</td>
</tr>
<tr>
<td>9/9/03 through 9/8/04</td>
<td>$44.68</td>
<td>$67.02</td>
</tr>
<tr>
<td>9/9/04 through 9/8/05</td>
<td>$45.19</td>
<td>$67.79</td>
</tr>
<tr>
<td>9/9/05 through 9/8/06</td>
<td>$46.61</td>
<td>$69.92</td>
</tr>
<tr>
<td>9/9/06 through 9/8/07</td>
<td>$47.54</td>
<td>$71.31</td>
</tr>
<tr>
<td>3/9/07 through 3/7/08</td>
<td>$49.44</td>
<td>$74.16</td>
</tr>
<tr>
<td>3/8/08</td>
<td>$49.49</td>
<td>$74.24</td>
</tr>
</tbody>
</table>

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

It is understood that premium pay for work performed on Saturday, Sunday and holidays, when such work day is the sixth work day of the week, will be paid for at the rate of time and one-half (1-1/2x) the regular rate, as above, in cash. A compensatory day off or a holiday shall be considered a workday.

Annual Leave:

The third Monday in January shall continue to be a day off with pay to celebrate Martin Luther King, Jr.'s Birthday. This holiday is in addition to those set forth in Appendix A.

Any annual leave set forth in Article I, Section 2 of Appendix A is modified to provide for the following:

(i) Effective July 1, 1991, the annual leave allowance for Employees 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>15 work days</td>
<td>1-1/4 days per month</td>
</tr>
<tr>
<td>At the beginning of the employee's 2nd 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 3rd 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 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 one 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 Section 2 of the Appendix A for full-time employees for employees hired on or after July 1, 1985.

- **ii)** Article II, Section 1 of Appendix A annexed hereto shall be modified to provide four (4) sick days per annum.

- **iii)** No paid leave benefits set forth in Article III, Sections (1)(a)-(f) of Appendix A annexed hereto shall apply.

**Welfare Fund:**

Effective September 9, 2002, the City et al., shall continue to contribute to the Local Union No. 3, I.B.E.W. New York City Electrician's Health and Welfare Fund ("the Welfare Fund") at the rate of $1,475 per employee per annum. 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 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 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.

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 title 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 title 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 March 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

BY: JAMES F. HANLEY
Commissioner of Labor Relations

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

BY: SEAN FITZPATRICK
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

JOHN C. LIU
Comptroller

Dated: April 14, 2011
New York, New York

UNIT: Supervisor of Mechanics

TERM: September 9, 2002 through March 8, 2008
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 title Supervisor of Mechanics, 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 9, 2002 through March 8, 2008 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 title under and pursuant to Section 220 of the Labor Law applicable to the period September 9, 2002 through March 8, 2008.

3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from September 9, 2002 through March 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. 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, cervices, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity which the Union, on behalf of employees in the above title, shall or may have, by reason of any claim for wages or supplemental benefits pursuant to Section 220 of the Labor Law from September 9, 2002 through March 8, 2008 except as expressly agreed upon in writing by the Union and the City for that period.

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

[Signature]

SEAN FITZPATRICK
Business Representative
March 1, 2011

Mr. Sean Fitzpatrick  
Business Representative  
Local 3 I.B.E.W.  
158-11 Harry Van Arsdale Jr. Avenue  
Flushing, NY 11365

Re: 2000-2002 Additional Compensation Fund ("ACF")

Dear Mr. Fitzpatrick:

This is to confirm the understanding and agreement of the parties that the Supervisor of Mechanics have decided not to use their 1% ACF money from the 2000-2002 consent determination to establish an annuity. Instead, the parties agree that the 1% ACF money shall be used to increase the hourly rate of Supervisor of Mechanics from $42.93 to $43.38, effective September 9, 2002.

As a result, the previously executed 2000-2002 Supervisor of Mechanics consent determination is hereby deemed amended to remove the section establishing an annuity fund payment for these employees.

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

Very truly yours,

[Signature]

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF LOCAL 3:

[Signature]

SEAN FITZPATRICK
March 1, 2011

Mr. Sean Fitzpatrick
Business Representative
Local 3 I.B.E.W.
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

Re: Lump Sum Cash Payment
2002-2008 Supervisor of Mechanics Agreement

Dear Mr. Fitzpatrick:

This is to confirm the understanding and agreement of the parties concerning the $1,000 lump sum cash payment for employees covered under the Supervisor of Mechanics Consent Determination for the period September 9, 2002 through March 8, 2008.

A. Lump Sum Cash Payment

i Effective upon ratification, a lump sum cash payment in the amount of $1,000 shall be paid in accordance with the established eligibility guidelines contained in section B of this Letter of Agreement.

ii Part-time per annum, part-time per diem (including seasonal appointees), per session and hourly paid Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment on the basis of computations heretofore utilized by the parties for all such Employees.

iii The lump sum cash payment shall be pensionable, consistent with applicable law, and shall be paid as soon as practicable upon ratification.

iv The lump sum cash payment shall not become part of the Employee’s basic salary rate nor be added to the Employee’s basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.
B. **Eligibility Guidelines**

The following categories of Employees shall be eligible to receive a lump sum cash payment in the amount of $1,000, or a pro-rata portion thereof, in accordance with the further provisions of paragraph D, below.

i. Employees who are in active pay status on or before February 24, 2011.

ii. Employees who worked the full period from July 1, 2002 through June 30, 2003 and who retired on or after June 30, 2003.

iii. Employees who had at least one year of service and who had been in service during the period from July 1, 2002 through June 30, 2003 and who were laid-off/terminated for economic reasons.

iv. Employees on active Military Duty pursuant to “Operation Enduring Freedom.”

v. Employees who are in pay status on or before February 24, 2011, albeit on approved leave without pay, will receive the applicable lump sum payment upon their return to work.

Note: It is understood that Employees who were terminated for cause or who resigned shall not be eligible for the lump sum cash payment.

C. **Proration of Lump Sum Cash Payment**

Full-time per annum and full-time per diem Employees shall receive a lump sum cash payment in the amount of $1,000.

Part-time per annum, part-time per diem, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment on the basis of computations heretofore utilized by the parties for all such Employees.

D. The lump sum cash payments shall not become part of the Employee’s basic salary rate nor be added to the Employee’s basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

E. The lump sum cash payment shall be pensionable, consistent with applicable law, and shall be paid as soon as practicable upon ratification of the 2002-2008 Supervisor of Mechanics Agreement.

F. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of this side-letter.
If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF LOCAL 3:

BY: SEAN FITZPATRICK