November 19, 2009

CERTIFIED MAIL

James Hanley
Commissioner
Office of Labor Relations
40 Rector Street
New York, NY 10006

NOTICE OF FILING
ORDER AND DETERMINATION

Enclosed herein is a copy of a determination entered and filed, November 17, 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 Maintenance Worker (90898).

Wasił Knach,
P.E.
Bureau of Labor Law
Determinations & Classifications

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

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

MAINTENANCE WORKER (9669)

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

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:
MAINTENANCE WORKER (HIRED BEFORE 3/1/06)

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>HOURLY RATE</th>
<th>SATURDAY RATE</th>
<th>OVERTIME, SUNDAY AND HOLIDAY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/04/08 through 3/30/08</td>
<td>$24.16</td>
<td>$30.20</td>
<td>$36.24</td>
</tr>
<tr>
<td>3/31/08 through 3/30/09</td>
<td>$25.13</td>
<td>$31.41</td>
<td>$37.70</td>
</tr>
<tr>
<td>3/31/09 through 3/03/10</td>
<td>$26.14</td>
<td>$32.68</td>
<td>$39.21</td>
</tr>
</tbody>
</table>

MAINTENANCE WORKER (HIRED ON OR AFTER 3/1/06)*

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>HOURLY RATE</th>
<th>SATURDAY RATE</th>
<th>OVERTIME, SUNDAY AND HOLIDAY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective 3/04/08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hiring Rate:</td>
<td>$22.98</td>
<td>$28.73</td>
<td>$34.47</td>
</tr>
<tr>
<td>Beginning of Second Year:</td>
<td>$23.25</td>
<td>$29.06</td>
<td>$34.88</td>
</tr>
<tr>
<td>Effective 3/31/08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hiring Rate:</td>
<td>$23.90</td>
<td>$29.88</td>
<td>$35.85</td>
</tr>
<tr>
<td>Beginning of Second Year:</td>
<td>$24.18</td>
<td>$30.23</td>
<td>$36.27</td>
</tr>
<tr>
<td>Effective 3/31/09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hiring Rate:</td>
<td>$24.86</td>
<td>$31.08</td>
<td>$37.29</td>
</tr>
<tr>
<td>Beginning of Second Year:</td>
<td>$25.15</td>
<td>$31.44</td>
<td>$37.73</td>
</tr>
</tbody>
</table>

* At the beginning of the employees third year they shall receive the incumbent rate that is in effect on that date.

Saturday and Sunday rates shall be paid for days worked on a Saturday or Sunday when such day is part of the regular work week.

Work performed in excess of the regularly scheduled forty (40) hours shall be paid for in cash.
at the aforesaid overtime rate. For the purposes of this paragraph, paid holidays shall be considered as time actually worked.

In addition to the above rates, a shift differential of $3.94 per shift shall be paid for work actually performed between the hours of 4:00 P.M. and 8:00 A.M. Such differential shall be paid in addition to the rates set forth herein above for work performed for any day of the week including Saturdays, Sundays and holidays.

Appendix A is modified to provide for:

**Annual Leave:**

**Effective March 4, 2008:**

The annual leave allowance for Employees who were hired on or after December 15, 1985 shall accrue as follows:

<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>14 days</td>
<td>1 day per month plus 2 additional days at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee’s 2nd year</td>
<td>14 days</td>
<td>1 day per month plus 2 additional days at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee’s 3rd year</td>
<td>14 days</td>
<td>1 day per month plus 2 additional days at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee’s 4th year</td>
<td>14 days</td>
<td>1 day per month plus 2 additional days at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee’s 5th year</td>
<td>19 days</td>
<td>1 1/4 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 6th year</td>
<td>24 days</td>
<td>2 days per month</td>
</tr>
<tr>
<td>At the beginning of the employee’s 15th year</td>
<td>26 days</td>
<td>2 days per month plus 2 additional days at the end of the leave year.</td>
</tr>
</tbody>
</table>
The annual leave* allowance for employees who work at the Housing Authority who were hired on or after December 15, 1985, shall accrue as follows:

<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>21 days</td>
<td>1 ¾ days per month</td>
</tr>
<tr>
<td>At the beginning of the employee's 2nd year</td>
<td>21 days</td>
<td>1 ¾ days per month</td>
</tr>
<tr>
<td>At the beginning of the employee's 3rd year</td>
<td>21 days</td>
<td>1 ¾ days per month</td>
</tr>
<tr>
<td>At the beginning of the employee's 4th year</td>
<td>21 days</td>
<td>1 ¾ days per month</td>
</tr>
<tr>
<td>At the beginning of the employee's 5th year</td>
<td>29 days</td>
<td>2 1/3 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 9th year</td>
<td>35 days</td>
<td>2 ¾ days per month plus 2 additional days at the end of the leave year.</td>
</tr>
</tbody>
</table>

*Annual Leave at the Housing Authority includes vacation, sick, personal business and religious observance days. These provisions supersede the annual leave accrual schedule set forth in the Personnel Rules and Regulations of the New York City Housing Authority.

The following shall be deemed holidays and work performed on these days shall be paid at the aforesaid holiday rates:

<table>
<thead>
<tr>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW YEAR'S DAY</td>
</tr>
<tr>
<td>MARTIN LUTHER KING, JR. DAY</td>
</tr>
<tr>
<td>LINCOLN'S BIRTHDAY</td>
</tr>
<tr>
<td>WASHINGTON'S BIRTHDAY</td>
</tr>
<tr>
<td>MEMORIAL DAY</td>
</tr>
<tr>
<td>INDEPENDENCE DAY</td>
</tr>
<tr>
<td>LABOR DAY</td>
</tr>
<tr>
<td>COLUMBUS DAY</td>
</tr>
<tr>
<td>ELECTION DAY</td>
</tr>
<tr>
<td>VETERAN'S DAY</td>
</tr>
<tr>
<td>THANKSGIVING DAY</td>
</tr>
<tr>
<td>CHRISTMAS DAY</td>
</tr>
</tbody>
</table>

It is the intention of the parties that work actually performed on a holiday shall be paid at the holiday rate in addition to the paid holiday.

In the event that subsequent to the date of this determination, and prior to the entry of the next determination, additional paid holidays are granted to the City employees covered under the Career and Salary Plan, then in that event such additional holidays shall be deemed to be included in the List of Holidays for which holiday premium rates are to be paid.
Leave Reg. Days: Effective March 4, 2008, the leave benefits set forth in Article III, Sections (1)(e)-(f) of Appendix A annexed hereto shall continue to apply.

Welfare Fund

A Welfare Fund contribution shall continue to be paid effective March 4, 2008 at the rate of $1,575 per annum active employee and at the rate of $1,775 per annum per retired employee. Additionally, effective October 1, 2008 a one-time Lump Sum Welfare Fund payment in the amount of $200 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 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 through such program; or are retirees of the New York City Employees Retirement System who have completed five (5) years of full in 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

Effective March 4, 2008 the City of New York, et al., shall continue to contribute to an annuity fund $5.22 for each paid working day up to a maximum of $1,362.42 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 $1,362.42 per annum. Effective March 3, 2010 the City of New York, et al., shall contribute to the annuity fund $5.58 for each paid working day up to a maximum of $1,456.38 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 $1,456.38 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.

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
hereo 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 hereo, shall include the waiver of any right to interest payments due pursuant to subdivision 8e 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" annxed hereto, and accept in lieu thereof the supplemental benefits set forth in this Consent Determination, and as set forth in Appendix A annxed 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.

1) The submission of any Labor Law complaint, effective on March 4, 2010, 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 CITY EMPLOYEES UNION, LOCAL 237, I.B.T.

BY: GREGORY FLOYD
President
City Employees Union, Local 237, I.B.T.

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: 11-17-09
New York, New York

UNIT: Maintenance Worker
TERM: March 4, 2008 through March 3, 2010
GENERAL RELEASE AND WAIVER

Local 237, L.B.T. (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the title, Maintenance Worker 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 March 4, 2008 and terminating March 3, 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 March 4, 2008 to March 3, 2010.

3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from March 4, 2008 to March 3, 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, variances, 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 March 4, 2008 to March 3, 2010 except as expressly agreed upon in writing by the Union and the City for that period.

LOCAL 237 L.B.T.

[Signature]

GREGORY FLOYD

President
City Employees Union,
Local 237, L.B.T.
September 9, 2009

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

   Re: 2008-2010 Maintenance Worker – ACF Payment

Dear Mr. Floyd:

   This is to confirm the understanding of the parties that effective on March 3, 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,

   [Signature]

   JAMES F. HANLEY

   AGREED AND ACCEPTED BY:

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

   [Signature]

   GREGORY FLOYD
   President
   City Employees Union
   Local 237, I.B.T.
January 12, 2011

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

Re: 2008-2010 Maintenance Worker – ACF Payment

Dear Mr. Floyd:

This is to confirm the understanding of the parties that, effective March 3, 2010, the Maintenance Workers shall spend their 0.10% ACF on increasing their annuity from $5.22 for each paid working day up to a maximum of $1,362.42 per annum to $5.58 for each paid working day up to a maximum of $1,456.38 per annum.

The parties acknowledge that the above increase in annuity shall fully expend the .10% ACF money which was negotiated by the parties and provided for in the side-letter dated September 9, 2009.

If this conforms to your understanding, please counter sign below.

Very truly yours,

JAMES F. HANLEY

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

GREGORY FLOYD
President
City Employees Union
Local 237, I.B.T.
September 9, 2009

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

Re: Maintenance Worker New Hire Rate

Dear Mr. Floyd:

This is to confirm the understanding of the parties regarding the Maintenance Worker New Hire rate that was negotiated as part of the recent consent determination covering the period March 4, 2008 to March 3, 2010.

The following provisions shall apply to Maintenance Workers newly hired on or after March 1, 2006:

For the purposes of applying the new hire rate in the Consent Determination, employees 1) who were in active pay status before March 1, 2006, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the incumbent rate set forth in the consent determination:

i. Employees who return to active status from an approved leave of absence.

ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.

iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.

iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.

v. Permanent employees who resign and are reinstated or who are appointed from a civil service list.
list within one year of such resignation.

vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.

vii. A provisional employee who is appointed directly from one provisional appointment to another.

For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this letter. Such case-by-case interpretations shall not be subject to any dispute resolution procedures.

If this conforms to your understanding, please counter sign below.

Very truly yours,

James F. Hanley

AGREED AND ACCEPTED BY:

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

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