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#### **Contract Database Metadata Elements**

Title: **New York, City of and City of New York High Pressure Plant Tender Unit, New York District Council 37, AFSCME, AFL-CIO (1998)**

Employer Name: **New York, City of**

Union: **City of New York High Pressure Plant Tender Unit, New York District Council 37, AFSCME, AFL-CIO**

Local:

Effective Date: **07/01/98**

Expiration Date: **06/30/02**

PERB ID Number: **7869**

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7869

**BEFORE THE COMPTROLLER OF THE CITY OF NEW YORK**

-----X  
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.

-----X  
**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:

**RECEIVED**

MAY 17 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

## I. High Pressure Plant Tender

<u>PERIOD</u>	<u>HOURLY RATE</u>	<u>SATURDAY RATE</u>	<u>SUNDAY, HOLIDAY OVERTIME</u>
7/1/98 to 5/31/99	\$19.77	\$24.71	\$29.66
6/1/99 to 2/29/00	\$20.72	\$25.90	\$31.08
3/1/00 to 3/31/00	\$21.00	\$26.25	\$31.50
4/1/00 to 3/31/01	\$21.85	\$27.31	\$32.78
4/1/01 to 6/29/02	\$22.74	\$28.43	\$34.11
6/30/02	\$24.88	\$31.10	\$37.32

II. Notwithstanding the rates in I. above, High Pressure Plant Tenders employed in the Department of Sanitation shall be paid the following rates:

<u>PERIOD</u>	<u>HOURLY RATE</u>	<u>SATURDAY RATE</u>	<u>SUNDAY, HOILDAY OVERTIME</u>
7/1/98 to 5/31/99	\$20.52	\$25.65	\$30.78
6/1/99 to 2/29/00	\$21.50	\$26.88	\$32.25
3/1/00 to 3/31/00	\$21.79	\$27.24	\$32.69
4/1/00 to 3/31/01	\$22.67	\$28.35	\$34.01
4/1/01 to 6/29/02	\$23.59	\$29.49	\$35.39
6/30/02	\$24.88	\$31.10	\$37.32

As of June 30, 2002 the above High Pressure Plant Tender Sanitation differential shall be eliminated, and going forward, High Pressure Plant Tenders employed in the Department of Sanitation shall receive the same hourly rate of pay as all other High Pressure Plant Tenders employed in other agencies.

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, 1998 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.

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:

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

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.

Welfare Fund: Effective July 1, 1998, a Welfare Fund contribution shall be paid at the rate of \$1,200 per annum per employee. Effective June 1, 1999 a Welfare Fund contribution shall

be paid at the rate of \$1,275 per annum per employee. Effective June 30, 2002, a Welfare Fund contribution shall be paid at the rate of \$1,475 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.

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

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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.

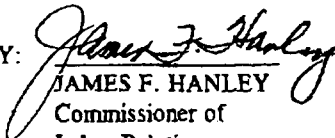
k) It is further understood and agreed that in consideration of the compromise and settlement reached herein, the complaint in this matter is hereby settled.

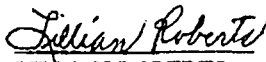
l) The submission of any Labor Law complaint, effective on July 1, 2002, can be made at the Bureau of Labor Law, Room 627, of the Office of the Comptroller on or after that date.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSENTED TO:  
FOR THE CITY OF NEW YORK


FOR 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: 9/5/02  
New York, New York

UNIT: High Pressure Plant Tender  
TERM: July 1, 1998 through June 30, 2002

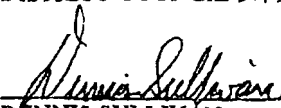


GENERAL RELEASE AND WAIVER

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, 1998 and terminating June 30, 2002, 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, 1998 to June 30, 2002.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from July 1, 1998 to June 30, 2002 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, covenances, 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, 1998 to June 30, 2002 except as expressly agreed upon in writing by the Union and the City for that period.

DISTRICT COUNCIL 37, AFSCME, AFL-CIO

  
\_\_\_\_\_  
DENNIS SULLIVAN  
Director of Research and Negotiations

**BEFORE THE COMPTROLLER OF THE CITY OF NEW YORK**

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

**HIGH PRESSURE PLANT TENDER (91650)  
(OUTSIDE NEW YORK CITY)**

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.  
-----X

**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 TENDER (OUTSIDE NEW YORK CITY)

<u>PERIOD</u>	<u>HOURLY RATE</u>	<u>SATURDAY RATE</u>	<u>SUNDAY, HOLIDAY OVERTIME</u>
7/1/98 to 5/31/99	\$17.91	\$22.39	\$26.87
6/1/99 to 2/29/00	\$18.77	\$23.46	\$28.16
3/1/00 to 3/31/00	\$19.03	\$23.79	\$28.55
4/1/00 to 3/31/01	\$19.80	\$24.74	\$29.70
4/1/01 to 6/29/02	\$20.60	\$25.74	\$30.90
6/30/02	\$20.79	\$25.99	\$31.19

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, 1998 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.

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

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

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.

**Welfare Fund:** Effective July 1, 1998 a Welfare Fund contribution shall be paid at the rate of \$1,200 per annum per employee. Effective June 1, 1999 a Welfare Fund contribution shall be paid at the rate of \$1,275 per annum per employee. Effective June 30, 2002, a Welfare Fund contribution shall be paid at the rate of \$1,475 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.

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

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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

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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, 2002, can be made at the Bureau of Labor Law, Room 627, of the Office of the Comptroller on or after that date.

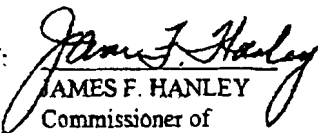
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

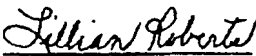
CONSENTED TO:  
FOR THE CITY OF NEW YORK

FOR DISTRICT COUNCIL 37, AFSCME, AFL-CIO

BY:

  
JAMES F. HANLEY  
Commissioner of  
Labor Relations

BY:

  
LILLIAN ROBERTS  
Executor  
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: 8/5/02  
New York, New York

UNIT: High Pressure Plant Tender (Outside New York City)  
TERM: July 1, 1998 through June 30, 2002



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 (Outside New York City) 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, 1998 and terminating June 30, 2002, 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, 1998 to June 30, 2002.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from July 1, 1998 to June 30, 2002 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, specialities, 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, 1998 to June 30, 2002 except as expressly agreed upon in writing by the Union and the City for that period.

DISTRICT COUNCIL 37, AFSCME, AFL-CIO



DENNIS SULLIVAN

Director of Research and Negotiations