

BEFORE THE COMPTROLLER OF THE CITY OF NEW YORK

In the Matter of the Complaints of
SEWAGE TREATMENT WORKERS (90739)
And
SENIOR SEWAGE TREATMENT WORKERS (90767)

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 Local 1320 of 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:

Effective July 1, 1993 a step pay plan was established for all employees in the title Sewage Treatment Worker. Employees with at least three years of service completed in the title Sewage Treatment Worker shall be placed on Step 3 of the pay plan. Employees with at least two years, but fewer than three years of service completed in the title Sewage Treatment Worker shall be placed in Step 2 of the pay plan. Employees with fewer than two years of service completed in the title Sewage Treatment Worker shall be placed on Step 1 of the pay plan.

Any provisional Sewage Treatment Worker who was an incumbent in the title as of September 30, 1993, and is laid off as a result of appointments from a civil service list, and is hired back within one year, shall have all service in the title count for the purpose of determining the employee's placement in the step pay plan.

All employees hired as a Sewage Treatment Worker after September 30, 1993 will be required to take and complete the course required for the Public Sewage Treatment Plant Operator Grade 2A Certificate. Further, in order to be eligible for placement on Step 3 of the pay plan, employees hired after September 30, 1993 must acquire the Public Sewage Treatment Plant Operator Grade 1 Certificate. Notwithstanding the above, the parties agree that an employee hired after September 30, 1993, with at least three years of service completed in the title Sewage Treatment

Worker, shall be permitted to substitute a DEP-approved 150 hour training sequence in lieu of the Public Sewage Treatment Plant Operator Grade 1 Certificate. For employees hired after September 30, 1993 but before August 31, 2000, with at least three years of service completed in the title Sewage Treatment Worker, the training sequence in lieu of the Public Sewage Treatment Plant Operator Grade 1 Certificate shall follow the requirements set forth in the document attached hereto as Exhibit "B". For all employees hired after August 31, 2000, with at least three years of service completed in the title Sewage Treatment Worker, the training sequence in lieu of the Public Sewage Treatment Plant Operator Grade 1 Certificate shall follow the requirements set forth in the document attached hereto as Exhibit "C".

SEWAGE TREATMENT WORKER STEP 3				
PERIOD	HOURLY RATE	SATURDAY RATE	SUNDAY RATE	HOLIDAY RATE
4/1/00 - 3/31/01	\$22.48	\$28.11	\$33.73	\$44.97
4/1/01 - 6/30/02	\$23.38	\$29.24	\$35.08	\$46.77

SEWAGE TREATMENT WORKER STEP 2				
PERIOD	HOURLY RATE	SATURDAY RATE	SUNDAY RATE	HOLIDAY RATE
4/1/00 - 3/31/01	\$20.78	\$25.98	\$31.17	\$41.56
4/1/01 - 6/30/02	\$21.61	\$27.02	\$32.42	\$43.22

SEWAGE TREATMENT WORKER STEP 1				
PERIOD	HOURLY RATE	SATURDAY RATE	SUNDAY RATE	HOLIDAY RATE
4/1/00 - 3/31/01	\$14.44	\$18.04	\$21.65	\$28.87
4/1/01 - 6/30/02	\$15.01	\$18.77	\$22.52	\$30.03

SENIOR SEWAGE TREATMENT WORKER				
PERIOD	HOURLY RATE	SATURDAY RATE	SUNDAY RATE	HOLIDAY RATE
4/1/00 - 3/31/01	\$25.85	\$32.32	\$38.78	\$51.71
4/1/01 - 6/30/02	\$26.89	\$33.62	\$40.33	\$53.78

Overtime after eight (8) hours worked and overtime after forty (40) hours worked shall be computed at the rate of time and one half (1 1/2x). All time during which an employee is in full pay status, except hours worked after an eight (8) hour shift and paid for as premium rate overtime, are to be counted towards computing the forty (40) hours worked in a week for the purpose of earning overtime.

In addition to the above rates, both titles shall be paid a shift differential of 6.3% per shift from 4:00 PM to 12:00 midnight or from 12:00 midnight to 8:00 AM Employees who work four (4) or more hours between 4:00 PM and 8:00 AM are entitled to receive the shift differential. Such differential shall be paid in addition to the rates set forth herein above, for overtime work and work performed for any day of the week including Saturdays, Sundays and holidays.

Martin Luther King Day, the third Monday in January, shall continue to be a regular holiday with pay. This holiday is in addition to those set forth in Appendix A.

Appendix A is further modified to provide for:

Effective July 1, 1991, the annual leave allowance for 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		
Years in Service	Allowance	Monthly Accrual
At the beginning of the employee's 1 st year	15 work days	1-1/4 days per month
At the beginning of the employee's 5 th year	20 work days	1-2/3 days per month
At the beginning of the employee's 8 th year	25 work days	2 days per month plus one additional leave day at the end of the leave year
At the beginning of the employee's 15 th year	27 work days	2-1/4 days per month

This provision supersedes the annual leave accrual provisions set forth in Section 2 of Appendix A for employees hired on or after July 1, 1985.

The program known as the "Sewage Treatment Workers Occupational Group Line of Duty Injury/Illness Benefit Fund", which provides a supplemental benefit to employees who are physically disabled in the performance of their official duties as Sewage Treatment Workers and Senior Sewage Treatment Workers, shall remain in effect.

Welfare Fund:

Effective April 1, 2000, a Welfare Fund contribution shall be paid at the rate of \$1,275 per annum per employee. A Welfare Fund contribution shall be paid effective June 30, 2002 at the rate of \$1,475 per annum per employee. The annual contribution shall be paid per employee by the City of New York to District Council 37 Benefits Trust Fund.

Employees who have 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.

The beneficiary, or if no beneficiary is designated, then the estate, of a City employee Sewage Treatment Worker or Senior Sewage Treatment Worker, who dies while in the City's employ during the term of this determination, because of an injury arising out of and in the course of his employment through no fault of his own and in the proper performance of his duties as certified by the Worker's Compensation Section of the Law Department and the head of Employee's Agency, shall receive upon Certificate of the Comptroller, a total payment of \$25,000 from funds other than those of the Retirement System, in addition to any other payment which may be the result of such death.

Annuity Fund:

Effective April 1, 2000 the City of New York, et al, shall continue to contribute to an annuity fund \$1.00 for each paid working day to a maximum of \$261 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 \$261 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.

Effective June 30, 2002 the City of New York, et al., shall make an additional contribution to the above-mentioned annuity fund at a rate of \$2.76 for each paid working day up to a total maximum contribution of \$981.36 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 total maximum contribution of \$981.36 per annum. This additional annuity payment shall be subject to all the same terms and conditions outlined above.

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 hereinafter 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 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 rights 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 the Labor Law of the State of New York, such waiver being 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 supplement 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 to the Bureau of Labor Law of the Office of the Comptroller, Room 627, on or after that date.

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

CONSENTED TO:
FOR THE CITY OF NEW YORK

Signed by JAMES F HANLEY
Commissioner of Labor Relations

FOR LOCAL 1320 OF DISTRICT
COUNCIL 37, AFSCME, AFL-CIO
Signed by JAMES TUCCIARELLI
President, Local 1320

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
Signed by WILLIAM C THOMPSON, JR.
Comptroller

Date: September 13, 2002
New York, New York

UNIT: Sewage Treatment Workers, et al
TERM: April 1, 2000 through June 30, 2002