

THIS AGREEMENT, entered into on this 16th day of December, 2008,

between the City of New York, acting by the Commissioner of the **Office of Labor Relations**, (hereinafter referred to as the "**City**") and **Board of Elections** (hereinafter referred to as the "**Board**" acting) as its **President** and **Local 1183, Communications Workers of America**, acting by its **President**, (hereinafter referred to as the "**Union**").

WITNESSETH:

WHEREAS, as a result of collective bargaining between the City and the Union, which resulted in an election to receive the contributions, in accordance with the terms of the **Collective Bargaining Agreements dated November 16, 2006 and February 26, 2007** (hereinafter referred to as "**the Economic Agreements**"), the **2004 Health Benefits Agreement**, dated June 30, 2004, and the **2005 Health Benefits Agreement** dated July 22, 2005, it was agreed that for the period **July 4, 2005 through June 18, 2008** the City will provide the annual specified sums for each such Covered Employee to the **Local 1183 Health and Welfare Fund**.

WHEREAS, the Union has established the **Local 1183 Health and Welfare Fund** (hereinafter referred to as the "**Fund**") to provide the benefits hereinafter set forth for each Covered Employee; and

WHEREAS, the Union has been certified as the exclusive bargaining representative for employees of the City in the titles listed in Appendix "A" of this Agreement (hereinafter referred

Employee of the City of New York whether or not a member of the aforesaid Union, actively employed in the covered titles "in pay status," and each such Covered Employee shall have a right to enforce the obligations of the Union and/or the Fund under the terms of this Agreement. As used in this Agreement, "Covered Employees" shall be defined as those Employees actively employed and "in pay status," regardless of whether the Employee is a member of the Union, in the titles listed in Appendix "A" of this Agreement.

1(b). The Union agrees that it shall establish the Fund to benefit Covered Employees.

2(a). The City agrees to provide and the Union agrees to accept on behalf of each Covered Employee, whether or not a Union member, the amount(s) set forth in Appendix "B."

The amount(s) set forth in Appendix "B" shall be provided by the City to the Union for each Covered Employee (or pro-rata share thereof applicable to each such Covered Employee employed during the term of this Agreement for a period less than the full term of this Agreement), to be paid by the Union into the Fund. The Union agrees to provide from such Fund, for each such Covered Employee for whom such sums are paid, the supplementary benefits described in Appendix "C," annexed to this Agreement, for the period covered by this Agreement, as if all such Covered Employees were members of the Union, and/or such other supplementary benefits as may be mutually agreed upon between the City and the Union.

It is hereby agreed that the Director of the Office of Management and Budget will recommend to the Mayor and the City Council that appropriations for the period covered by this Agreement be included in the budgets or budget modifications applicable to such period.

The supplementary benefits described in the schedule marked Appendix "C," annexed to this Agreement, shall not be reduced except as may be mutually agreed upon between the parties hereto.

2(b). All expenditures from such Fund shall be subject to periodic audit by the Comptroller of the City of New York.

2(c). In order to enable the Union to receive, as promptly as possible, payments of the amounts described in paragraph (a) of this section 2, payments will be made in accordance with the procedures set forth in Appendix "D."

The payroll will be furnished by the Office of Payroll Administration to the Commissioner of Labor Relations on a 28 day cycle basis.

2(d)(i). The City and the Union agree that payment of the gross applicable amount computed as provided in section 2(c) will constitute full and complete payment to the Union for that twenty-eight (28) day cycle. The Union shall have ninety (90) days from receipt of such payment to reconcile the City payroll, as defined in section 2(c) above, with its own records, report such errors and submit the appropriate documentation as proof of such error to the Office of Labor Relations. If such errors are not reported to the Office of Labor Relations within the prescribed ninety (90) day period, the Fund will not receive a retroactive contribution for the period prior to the time such error is reported to the Office of Labor Relations. The Fund, however, will be required to provide the appropriate benefits to such Employee(s) even if a time period exists in which the Fund did not receive City contributions.

2(d)(ii) In the event that a Covered Employee is included on the City payroll, but the City does not submit payment on behalf of such Employee, the Union shall be entitled to a contribution on behalf of such Employee, if the Union reports such errors and submits the appropriate documentation as proof of such error to the Office of Labor Relations within ninety (90) days of receipt of the payment for that twenty-eight (28) day cycle in which the omission occurred. As such,

the Union will not be required to return overpayments to the City, and the City will not be required to pay to the Union any underpayments, except in this referenced instance and as stated above in paragraph 2(d)(i). The foregoing will not be construed to bar adjustments resulting from correction of errors made pursuant to Section 9 of this Agreement.

2(e). The Union agrees to provide from the Fund for each Covered Employee the supplementary benefits described in the schedule annexed to this Agreement marked Appendix "C," for the period of employment with the City of each such Covered Employee during the term of this Agreement, whether or not any payment or payments made to the Union pursuant to the formula prescribed in section 2(c) of this Agreement actually included the full sum prescribed by Appendix "B" on account of such Employee during the twenty-eight (28) day cycle for which such payment or payments are made.

2(f). It is further understood and agreed by the parties to this Agreement, that such Fund will be held and managed by the Trustees thereof, under the terms and provisions of a Declaration of Trust or Trust Agreement or other instrument to which the Trustees and the Union will be the parties. The Union hereby further agrees that nothing in said Declaration of Trust, Trust Agreement or other instrument shall be inconsistent with or contradict any of the terms and provisions of this Agreement.

2(g). The said Declaration of Trust, Trust Agreement or instrument, referred to in subdivision (f) hereof, shall include the following provisions:

(i). The Trustees of the Fund shall be responsible for the maintenance of accurate records of its books and accounts and related records that will enable the Fund to prepare complete and auditable statements on an accrual basis of accounting in conformance with generally accepted

accounting principles.

(ii). The Trustees of the Fund shall file in the Office of the City Comptroller within nine (9) months after the close of the fiscal year used in maintaining the records of such Fund, the annual submission of such Fund, executed in duplicate, subscribed by its Trustee, or if there is more than one Trustee, then by at least two of such Trustees affirmed by such Trustees as true under the penalties of perjury, showing its condition and affairs during such fiscal year. Such submission shall be in such form and contain such substantiation by vouchers and otherwise and such other information as prescribed by the City Comptroller's Internal Control and Accountability Directive #12, Employee Benefit Funds - Uniform Reporting and Auditing Requirements, which may be changed from time to time.

Nothing in this paragraph shall prohibit the filing by the Trustees of any statement or report, with the Office of the City Comptroller, in partial or full compliance with the terms of this paragraph, provided that such statement or report is required to be and has been filed with any other agency pursuant to any New York State or Federal Law, and the City Comptroller consents in writing to such partial or full substitution.

The Fund shall be audited annually by a certified public accountant to be selected by the Trustees of the Fund and at the expense of the Fund. The results of such audits shall be issued and submitted to the Comptroller of the City of New York within nine (9) months after the close of the Fund's fiscal year. Such Fund shall be subject to further audit by the Comptroller.

The Fund shall maintain adequate fiduciary insurance or a fidelity bond to cover the Trustees. The acquisition of fiduciary insurance or fidelity bond is required within thirty (30) days of a Trustee's appointment.

(iii). The Trustees of said Fund shall, annually, within nine (9) months after the close of the fiscal year used in maintaining the records of the Fund, file a report with the City Comptroller, to be known as the Annual Report to Fund Membership, subscribed by its Trustees, or if there is more than one Trustee, then by at least two of such Trustees, and affirmed by such Trustees as true under the penalties of perjury, showing its financial condition and affairs during such fiscal year. Such Annual Report shall be kept on file at the principal office of the Trustees and a copy of such report shall be mailed to each Covered Employee. Any contract between the Fund and an insurance company, hospital, surgical or medical service plan or any other entity providing benefits to such Fund, or with any corporate trustee or agent holding or administering all or part of such Fund, shall provide that within nine (9) months after the end of each policy or fiscal year, such company, other entity, plan, corporate trustee or agent will furnish to the Trustees of the Fund a statement of account setting forth such information relating to the Fund as the Trustees of the Fund may need in order to comply with the requirements of this Agreement. Nothing in this paragraph shall prohibit the filing by the Trustees of any statement or report that is required to be and has been filed with any other agency pursuant to any New York State or Federal Law and for which the City Comptroller consents in writing to such partial or full substitution.

(iv). The Trustees of the Fund shall be responsible in a fiduciary capacity for all money, property or other assets received, managed or disbursed by them, or under their authority, on behalf of such Fund.

(v). The Fund, the Union, each Trustee of the Fund, and every other officer or Employee of the Fund or of the Union is prohibited from receiving directly or indirectly any payment, commission, loan or other thing of value from any insurance company, insurance agent,

insurance broker or any hospital, surgical, dental or medical service plan, any other entity or any corporate trustee or agent holding or administering any part of the Fund in connection with the solicitation, sale, service or administration of a contract providing employee benefits for such Fund; and from receiving any payment, commission, loan service or any other thing of value from such Fund, either directly or indirectly except that any such person may receive any employee benefits to which he is otherwise entitled, and any such Trustee or other officer or employee of the said Fund may receive from such Fund reasonable compensation for necessary services and expenses rendered or incurred by him in connection with his official duties as such; provided that nothing contained in this subparagraph shall affect the payment of any dividend or rate credit or other adjustment due under the terms of any insurance or annuity contract.

(vi). The Trustees of the Fund are prohibited from employing or retaining or continuing to employ or retain any person if such employment or retention involves a conflict of interest which is not in the best interests of the Fund or adversely affects the interests of the Covered Employees, provided however, that the Trustees may require, authorize or approve any transaction otherwise prohibited by this subparagraph upon a finding, expressly set forth in the resolution requiring, authorizing or approving such transaction or transactions, that the transaction or transactions promote or will promote the best interests of the Fund and do not or will not adversely affect the interests of the Covered Employees.

(vii). The Fund shall not pay any premium on a covering policy except by check payable to the insurance company directly.

(viii). No political or charitable contributions shall be made directly or indirectly from the Fund.

(ix). Such other provisions as may be necessary or desirable to effectuate the purpose of this Agreement.

3. The Union agrees to comply with all City, State or Federal laws applicable to said Fund and to take all steps necessary for such compliance.

4. The obligation of the City for each Covered Employee shall in no event exceed the annual sum or appropriate pro-rata share thereof specified in sections 2(a) and 2(c) hereof, irrespective of any upward modification, by reason of increase in costs, increase in insurance premium, other insurance penalty, addition thereto of any other benefit, or for any other anticipated or unforeseen reasons and the amount of contributions by the City during the term of this Agreement shall be limited solely to the payment of the aforesaid annual or appropriate pro-rata sum as provided herein.

5. The Union agrees that the City shall not be liable for any delay in any payment due the Union under this Agreement which delay is caused by any action which is beyond the City's control, such as an act of God, vandalism, natural disaster, theft or other such act which is beyond the City's control.

6. The Union hereby agrees that the City and/or its officials and employees individually and collectively shall not be liable for any mistake, error of judgment, embezzlement, defalcation or any other wrongdoing or misfeasance, whether intentional, negligent or otherwise, or any other act of omission, commission, misfeasance or malfeasance of the Trustees and/or the Union or any of its officers or agents or employees in the receipt, and/or in the operation or administration of the Fund and/or for any failure or omission of the Union, for any reason whatsoever, to carry out the terms of this Agreement in part or in whole for the benefit of each such Covered Employee.

The Union hereby further agrees to hold the City of New York and/or its officials and employees harmless against any claim whatsoever (except for default of the City with respect to its obligations under this Agreement) arising out of the receipt and/or transmission of the aforesaid annual sums and/or in the operation or administration of such Fund or out of the failure or omission of the Union for any reason whatsoever to carry out the terms of this Agreement in part or in whole for the benefit of each Covered Employee.

7. The Union or the Fund shall be responsible for publicizing and disseminating information concerning the Fund to all Employees covered under this Agreement, whether or not they are members of the Union. Such information shall include information related to the following:

- a. Benefits provided for under this Agreement;
- b. Eligibility requirements;
- c. Procedures for obtaining benefits and/or filing claims;
- d. Enrollment forms and procedures for enrollment;
- e. Where and when additional information may be obtained concerning such benefits.

The Employer shall distribute to all newly hired employees information regarding their Union administered health and security benefits, including the name and address of the Fund that administers said benefits, provided such Fund supplies the Employer the requisite information printed in sufficient quantities.

8. Disputes between the City and the Union concerning the interpretation, application, or alleged violation of this Agreement shall be submitted for arbitration in accordance with the procedures for arbitration set forth in section 12-312 of the New York City Collective Bargaining

Law. However, any issue or dispute concerning the interpretation, application or alleged violation of sections 2(g), 3, 6 and 9 of this Agreement shall not be subject to arbitration.

9. It is understood and agreed that Appendix "A" may be modified as required, to provide for the correction of errors, including the addition or deletion of titles, the addition of new titles to be covered by the terms of this Agreement and the deletion of titles no longer to be covered by the terms of this Agreement, provided that any such modification shall indicate the effective date of said modification.

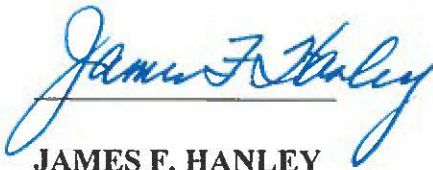
10. The Union represents that as the certified bargaining representative of the Employees in the titles listed in Appendix "A" it will receive the contributions provided in the Economic Agreement and in this Agreement, and the Union further acknowledges that the payment by the City of the amounts provided in Appendix "B" of this Agreement pursuant to the procedures set forth in section 2(c) are paid in reliance upon such representation by the Union and the Union agrees that it will hold the City harmless from any harm or detriment to the City occurring as a result of reliance by the City on such representation.

11. The City shall continue to have the right to review and approve the distribution of funds to and the level of benefits provided by the Fund.

12. The term of this Agreement shall be from **July 4, 2005** through **June 18, 2008**.

DATED: 12/14/07

FOR: THE CITY OF NEW YORK

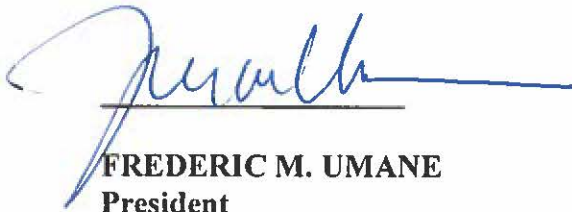


JAMES F. HANLEY
Commissioner
Office of Labor Relations

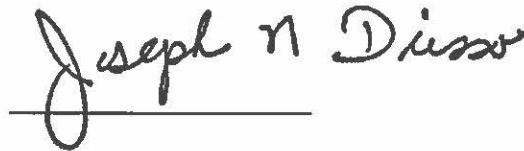
FOR THE UNION:



NICHOLAS ZIMMITTI
President
Local 1183 CWA



FREDERIC M. UMANE
President
Board of Elections



JOSEPH DIESSO
Director/Public Sector Division
Communications Workers of America

APPENDIX "A"

TITLE CODE

TITLE

94227	Accountant (Board of Elections)
94207	Administrative Assistant (Board of Elections)
94206	Administrative Associate (Board of Elections)
94215	Assistant Finance Officer (Board of Elections)
94414	Associate Staff Analyst (Board of Elections)
94212	Attendant (Board of Elections)
94226	Chief Voting Machine Technician (Board of Elections)
94216	Clerk to the Board (Board of Elections)
94389	Computer Operator (Board of Elections)
94208	Director of Equipment (Board of Elections)
94214	Finance Officer (Board of Elections)
94232	Finance Clerk (Board of Elections)
94209	Inspector (Board of Elections)
94217	Key Punch Operator (Board of Elections)
94231	Key Punch/Tabulator (Board of Elections)
94395	Programmer (Board of Elections)
94412	Project Coordinator (Board of Elections)
94220	Secretary to the Commissioner (Board of Elections)

94204	Sr. Administrative Assistant (Board of Elections)
94375	Senior Buyer (Board of Elections)
94230	Senior Clerk (Board of Elections)
94229	Sr. Computer Programmer (Board of Elections)
94388	Sr. Systems Analyst (Board of Elections)
94219	Sr. Tabulator Operator (Board of Elections)
94211	Sr. Voting Machine Technician (Board of Elections)
94205	Stenographer (Board of Elections)
94374	Stenographic Secretary Associate (Board of Elections)
94218	Tabulator Operator (Board of Elections)
94467	Technical Support Specialist (Board of Elections)
94367	Temp. Clerk (Board of Elections, all specialties)
94524	Trainee Assistant (Board of Elections)
94213	Typist (Board of Elections)
94210	Voting Machine Technician (Board of Elections)

APPENDIX "B"

In accordance with the 2004 Health Benefits Agreement between the City of New York and the Municipal Labor Committee ("2004 Health Benefits Agreement") dated June 30, 2004, the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee ("2005 Health Benefits Agreement") dated July 22, 2005 and the applicable unit contract, the City agrees to provide, and the Union agrees to accept on behalf of each Covered Employee for the specified periods of time:

From **July 4, 2005 through December 31, 2005** the annual sum of **\$1,575**. Of this amount, \$100 is in accordance with Section 8 of the 2005 Health Benefits Agreement. During this period, the \$65 increase implemented in accordance with the terms of Sections 6 (a) (b) and (d) and 7 of the 2004 Health Benefits Agreement, shall be suspended in accordance with Section 7 (c) of the 2005 Health Benefits Agreement.

From **January 1, 2006 through June 30, 2006**, the annual sum of **\$1,640**. Of this amount, the increase of \$65 will be reactivated contingent upon the terms of Sections 6 (a) (b) and (d) and 7 (a) and (b) of the 2005 Health Benefits Agreement. In addition, the sum of \$100 is in accordance with Section 8 of the 2005 Health Benefits Agreement. This \$100 sum shall remain in effect through June 30, 2006 only.

From **July 1, 2006 through July 3, 2006** the annual sum of **\$1540**. Of this amount, \$65 shall continue in accordance with the terms of Sections 6 (a) (b) and (d) and 7 (a) and (b) of the 2005 Health Benefits Agreement.

From **July 4, 2006 through June 17, 2008**, the annual sum of **\$1,640**. Of this amount, \$65 shall continue in accordance with the terms of Sections 6 (a) (b) and (d) and 7 (a) and (b) of the 2005 Health Benefits Agreement, and \$100 is in accordance with the Collective Bargaining Agreements.

Effective **June 18, 2008**, the annual sum of **\$1753**. Of this amount, \$65 shall continue in accordance with the terms of Sections (a) (b) and (d) and 7 (a) and (b) of the 2005 Health Benefits Agreement and **\$113** is in accordance with the Side Letter Agreement dated **July 8, 2008**.

Effective **December 8, 2006**, there shall be a one-time payment in the amount of **\$166.67** on behalf of each active member who is receiving benefits on **December 8, 2006** in accordance with the Collective Bargaining Agreements.



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

July 8, 2008

Joseph Diesso
Director, Civil Service Division
Communication Workers of America, AFL-CIO
80 Pine Street, 37th floor
New York, NY 10005

Re: CWA Local 1183 Welfare Fund

Dear Mr. Diesso:

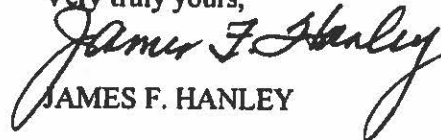
This is to confirm certain mutual understandings and agreements regarding the Agreement between the City of New York and CWA Local 1183 for the period from August 8, 2006 to June 18, 2008.

The parties agree that effective June 18, 2008 the .34 % Additional Compensation Fund, as specified in the side letter of the 2006-2008 Unit Agreement, shall be fully used for the purposes of increasing the Employer's pro-rata annual contribution to the Welfare Fund in the amount of \$113.00 per annum on behalf of each full-time active member and retiree.

The CWA Local 1183 Welfare Fund Agreement shall specify the same.

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

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
CWA Local 1183

BY:


Joseph Diesso

APPENDIX "C"

Communications
Workers of America
Local 1183
Health & Welfare Fund



Theresa Ferzola
Administrator

108-18 Queens Boulevard
Forest Hills, New York 11375

Tel: (718) 268-8373
Fax: (718) 793-4220

August 17, 2009

Patrick Tedaldi
The City of New York
Office of Labor Relations
Employee Benefits Program
40 Rector Street
New York, New York 10006

Dear Patrick,

Currently, we do not have a CWA Local 1183 Benefits Handbook. We are in the process of putting one together. However, here is the breakdown of benefits for both active and retired members.

Prescriptions: Active and retired members and their eligible dependents are eligible for \$3000.00 coverage per family per calendar year.

Optical: All active and retired members and their eligible dependents are entitled to receive the benefit once every 365 days. The benefit is worth \$125.00 and only retirees may be reimbursed.

Dental: Active and retired members and their eligible dependents are allowed a maximum of \$3000.00 per family per calendar year.

Prepaid Legal: Active members and eligible dependents are covered for legal services through Fagenson & Puglisi.

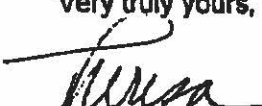
Retired members and eligible dependents are only covered if they live in the 5 boroughs and Nassau, Suffolk and Westchester Counties. It is a limited benefit that consists of:

1. A simple will
2. The purchase or sale of a primary residence
3. Defense of misdemeanors of criminal violations in State Court.
4. Defense of housing court actions for tenants
5. Chapter 7 bankruptcy filings
6. Uncontested divorce

Accident and Sickness: Active Members are eligible for short-term disability.

The members who are considered permanent temps are only eligible for the same type of benefits for dental and optical only.

Very truly yours,


Theresa Ferzola
Administrator

APPENDIX "D"

(i) The sum payable for each 28 day cycle on behalf of each employee covered by this agreement whose name appears on the last City payroll of each 28 day cycle as a "covered employee" in the period covered by said payroll, will be paid for each 28 day cycle within the term of this Agreement as provided herein.

For the period from **July 4, 2005** through **December 31, 2005**
each 28 day cycle of such annual sum shall be **\$120.8228**;

For the period from **January 1, 2006** through **June 30, 2006**
each 28 day cycle of such annual sum shall be **\$125.8096**;

For the period from **July 1, 2006** through **July 3, 2006**
each 28 day cycle of such annual sum shall be **\$118.1376**;

For the period from **July 4, 2006** through **June 30, 2007**
each 28 day cycle of such annual sum shall be **\$125.8096**;

For the period from **July 1, 2007** through **June 17, 2008** each
28 day cycle of such annual sum shall be **\$125.4652**;

For the period from **July 18, 2008** each 28 day cycle of such
annual sum shall be **\$134.1088**.

(ii) On or about **July 31, 2005**, the City will pay an amount computed by multiplying 100% of the number of covered employees on the last payroll of **July 2005** and furnished by the Office of Payroll Administration to the Commissioner of Labor Relations, by **\$120.8228**.

(iii) On or about the last day of the cycle subsequent to **July 2005** during the term of this agreement, the City will pay an amount computed by multiplying 100% of the number of covered employees whose names appear on the City payroll, and thereafter on a 28 day cycle basis, by **\$120.8228** for those cycles falling within the period from **July 1, 2005** through **December 31, 2005**, by **\$125.8096** for those cycles falling within the period from **January 1, 2006** through **June 30, 2006**, by **\$118.1376** for those cycles falling within the period from **July 1, 2006** through **July 3, 2006**, by **\$125.8096** for those cycles falling within the period from **July 4, 2006** through **June 30, 2007**, by **\$125.4652** for those cycles falling within the period from **July 1, 2007** through **June 18,**

2008, and by \$134.1088 for those cycles falling within the period from **June 18, 2008** through **June 18, 2008**.