February 2, 2009

James Hanley
Commissioner
Office of Labor Relations
40 Rector Street - 4th Floor
New York, NY 10006

NOTICE OF FILING
ORDER AND DETERMINATION

Enclosed herein is a copy of a determination entered and filed, January 26, 2007 in the Office of the Comptroller for the City of New York in the matter of a complaint for the fixation of compensation of Oiler (91628), Plant Maintainer/Oiler (00435), (91649), Stationary Engineer (Steam) (91644), Stationary Engineer (Steam) (91644) (Outside New York City) and Senior Stationary Engineer (Steam) (91638).

Washi Kinach, P.E.
Director of Classifications
Bureau of Labor Law

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

In the Matter of the Complaints of

OILER (91628)
PLANT MAINTAINER/OILER (00435, 91649)
STATIONARY ENGINEER (STEAM) (91644)
STATIONARY ENGINEER (STEAM) (91644) (Outside New York City)
SENIOR STATIONARY ENGINEER (STEAM) (91638)

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 Union No. 15, International Union of Operating Engineers ("Complainant"), representing employees of the City of New York, et al., in the title of Oiler, and having been filed by Local Union No. 30, International Union of Operating Engineers ("Complainant"), representing employees of the City of New York, et al., in all of the above referenced titles including Oiler ("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:
## Wages

### Oiler

<table>
<thead>
<tr>
<th>Period</th>
<th>Hourly Rate</th>
<th>Saturday Rate</th>
<th>Sunday Rate</th>
<th>Holiday Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/8/07 to 10/7/08</td>
<td>$44.46</td>
<td>$55.58</td>
<td>$66.69</td>
<td>$88.92</td>
</tr>
<tr>
<td>10/8/08 to 10/7/09</td>
<td>$46.24</td>
<td>$57.80</td>
<td>$69.36</td>
<td>$92.48</td>
</tr>
</tbody>
</table>

### Plant Maintainer/Oiler

<table>
<thead>
<tr>
<th>Period</th>
<th>Hourly Rate</th>
<th>Saturday Rate</th>
<th>Sunday Rate</th>
<th>Holiday Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/8/07 to 10/7/08</td>
<td>$44.46</td>
<td>$55.58</td>
<td>$66.69</td>
<td>$88.92</td>
</tr>
<tr>
<td>10/8/08 to 10/7/09</td>
<td>$46.24</td>
<td>$57.80</td>
<td>$69.36</td>
<td>$92.48</td>
</tr>
</tbody>
</table>

### Stationary Engineer

<table>
<thead>
<tr>
<th>Period</th>
<th>Hourly Rate</th>
<th>Saturday Rate</th>
<th>Sunday Rate</th>
<th>Holiday Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/8/07 to 10/7/08</td>
<td>$47.31</td>
<td>$59.14</td>
<td>$70.97</td>
<td>$94.62</td>
</tr>
<tr>
<td>10/8/08 to 10/7/09</td>
<td>$49.21</td>
<td>$61.51</td>
<td>$73.82</td>
<td>$98.42</td>
</tr>
</tbody>
</table>

### Stationary Engineer (Outside NYC)

<table>
<thead>
<tr>
<th>Period</th>
<th>Hourly Rate</th>
<th>Saturday Rate</th>
<th>Sunday Rate</th>
<th>Holiday Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/8/07 to 10/7/08</td>
<td>$44.51</td>
<td>$55.64</td>
<td>$66.77</td>
<td>$89.02</td>
</tr>
<tr>
<td>10/8/08 to 10/7/09</td>
<td>$46.29</td>
<td>$57.86</td>
<td>$69.44</td>
<td>$92.58</td>
</tr>
</tbody>
</table>

### Senior Stationary Engineer

<table>
<thead>
<tr>
<th>Period</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/8/07 to 10/7/08</td>
<td>$52.41</td>
</tr>
<tr>
<td>10/8/08 to 10/7/09</td>
<td>$54.51</td>
</tr>
</tbody>
</table>
1) The aforesaid hourly rates are for Senior Stationary Engineer employed in plants operated by the City of New York heretofore classified by the Director of the Bureau of the Budget of the City of New York as "A."

2) In addition to the aforesaid rates, Senior Stationary Engineer employed at plants with the following classifications shall receive the following amounts:

<table>
<thead>
<tr>
<th>Period</th>
<th>&quot;B&quot;</th>
<th>&quot;C&quot;</th>
<th>&quot;C+&quot;</th>
<th>&quot;D&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/8/07 to 10/7/08</td>
<td>$0.89</td>
<td>$1.64</td>
<td>$2.31</td>
<td>$3.75</td>
</tr>
<tr>
<td>10/8/08 to 10/7/09</td>
<td>$0.93</td>
<td>$1.70</td>
<td>$2.40</td>
<td>$3.90</td>
</tr>
</tbody>
</table>

Overtime

Effective October 8, 2007, for all titles covered by this Consent Determination overtime after eight (8) hours actually worked per day or after forty (40) hours actually worked per week, whichever is applicable, shall be paid for in cash at the rate of time and one-half (1-1/2x) of the hourly rate or at the premium rate, if any, applicable to the day on which such overtime is performed, whichever is higher. For the purposes of this determination, paid holidays and compensatory time are considered time actually worked. Effective October 8, 2007, when an employee is called back, the employee shall be credited with a minimum of four (4) hours work, to be paid in cash.

Night Shift Differential

For employees in the following titles, the night shift differential for a shift worked from 4:00 p.m. to 8:00 a.m. shall continue to be:

Effective October 8, 2007

Oiler $6.63 per shift
Plant Maintainer/Oiler $6.63 per shift
Stationary Engineer $9.18 per shift
Stationary Engineer (Outside NYC) $9.18 per shift
**Leave Benefits**

Except as modified by this Consent Determination, the provisions set forth in Appendix A annexed hereto shall apply.

1. **Paid Holidays:** Effective October 8, 2007, Martin Luther King, Jr.'s Birthday, the third Monday in January, shall continue to be a paid holiday, in addition to those set forth in Appendix A Section VII.

2. **Annual Leave for employees in the titles Oiler, Plant Maintainer/Oiler, Stationary Engineer, Stationary Engineer (Outside NYC) and Senior Stationary Engineer:**

   Effective October 8, 2007, Article I, Section 2 of Appendix A shall be modified to provide that the annual leave allowance for employees who were hired on or after July 1, 1985 shall continue to 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>6 ½ work days</td>
<td>1/2 of a day per month plus ¼ additional day at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee's 2nd year</td>
<td>6 ¾ work days</td>
<td>1/2 of a day per month plus ¼ additional day at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee's 3rd year</td>
<td>6 ¼ work days</td>
<td>1/2 of a day per month plus ¼ additional day at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee's 4th year</td>
<td>6 ½ work days</td>
<td>1/2 of a day per month plus ¼ additional day at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee's 5th year</td>
<td>11½ work days</td>
<td>¼ of a day per month plus 2 ¼ additional day at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee's 6th year</td>
<td>16 ½ work days</td>
<td>1 1/3 day per month plus ½ additional day at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee's 15th year</td>
<td>18 ½ work days</td>
<td>1 ½ days per month plus ¼ additional day at the end of the leave year.</td>
</tr>
</tbody>
</table>

Effective October 8, 2007, Article I, Section 2 of Appendix A shall be modified to provide that the annual leave allowance for employees who work at the Housing Authority** who were hired

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**Note:** The text refers to a specific scenario where the figures might be truncated or simplified for illustrative purposes. The full text may include additional context or conditions not visible in the snippet.
on or after July 1, 1985 shall continue to 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>13 ½</td>
<td>1 day per month and 1-1/2 additional days at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee's 2nd year</td>
<td>13 ½</td>
<td>1 day per month and 1-1/2 additional days at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee's 3rd year</td>
<td>13 ¼</td>
<td>1 day per month and 1-1/2 additional days at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee's 4th year</td>
<td>13 ¼</td>
<td>1 day per month and 1-1/2 additional days at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee's 5th year</td>
<td>21 ¼</td>
<td>1-3/4 days per month plus 1/2 additional day at the end of the leave year.</td>
</tr>
<tr>
<td>At the beginning of the employee's 9th year</td>
<td>27 ¾</td>
<td>2 ¼ days per month plus an additional 1/2 day 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.

3. Effective October 8, 2007, Article I, Section 2 of Appendix A shall be modified to provide that the annual leave allowance for employees who were hired prior to July 1, 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>Employees who have completed 15 years of service</td>
<td>18 ¾ Work Days</td>
<td>1-1/2 days per month plus ½ additional day at the end of the leave year</td>
</tr>
<tr>
<td>Employees who have completed 8 years of service</td>
<td>16 ¾ Work Days</td>
<td>1-1/3 days per month plus ½ additional day at the end of the leave year</td>
</tr>
<tr>
<td>All other employees</td>
<td>11¾ Work Days</td>
<td>¾ of a day per month plus 2-½ additional days at the end of the leave year.</td>
</tr>
</tbody>
</table>
4. **Sick Leave:** Effective October 8, 2007, the sick leave allowance for all titles covered by this Consent Determination shall accrue as follows: 1 day per annum.

5. **Other Authorized Absences With Pay**

   Effective October 8, 2007, for employees in the titles covered by this Consent Determination, the paid leave benefits set forth in Article III, Sections (1)(a)-(f) of Appendix A shall not apply.

**Annuity Fund**

1. **For employees in the titles Oiler and Plant Maintainer/Oiler:**

   The following contributions will be paid per Employee by the City of New York, et al., to a Compensation Accrual Fund, to be administered by I.U.O.E. Locals 15 and 30.

   **Effective:**

   **October 8, 2007:** $3.57 per hour actually worked to a maximum of $28.56 per day

   This Compensation Accrual Fund benefit 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 amount hereinabove set forth for each effective day payable, irrespective of any upward modification by reason of imposition of any taxes, liens, attorneys' fees or otherwise, and provided further that the amount of contributions by the City et al., shall be limited solely to the payment as provided herein.
2. For employees in the titles Stationary Engineer, Stationary Engineer (Outside NYC) and Senior Stationary Engineer:

Effective October 8, 2007 an additional supplemental benefit in the form of an annuity shall continue to be paid at the rate of $28.56 per day, per Stationary Engineer, Stationary Engineer (Outside NYC) and Senior Stationary Engineer, for each day actually worked, regardless of hours in excess of eight (8), excluding annual leave days, sick leave days, vacations and other exclusions pursuant to regulatory provisions affecting the payment thereof. For the purpose of this supplemental benefit, a compensatory day off shall be considered a day worked. This additional supplemental benefit in the form of an annuity fund will be subject to a separate agreement between the City of New York and the union representing complainants for annuity fund purposes. 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 upward modification by reason of imposition of any tax, lien, attorneys' fees or otherwise, and provided further that the amount of contribution by the City shall be limited solely to the payment as provided herein.

Welfare Fund

Effective October 8, 2007, the welfare fund contribution shall continue to be paid at the rate of $1,575 per employee per annum. The contributions shall be paid by the City of New York et al., to the International Union of Operating Engineers, Local 30.

Employees who have been separated from service subsequent to the following dates:
Oiler: October 1, 1970
Plant Maintainer/Oiler: July 1, 1984
Stationary Engineer, Stationary Engineer (Outside NYC), and Senior Stationary Engineer:
July 1, 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 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.

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 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 October 8, 2009, 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 #30, I.U.O.E.

BY: JOHN T. AHERN
Business Manager

FOR LOCAL #15, I.U.O.E.

BY: JAMES T. CALLAHAN
President / Business Manager

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: 1.24.09
New York, New York

UNIT: Oiler, Plant Maintainer/Oiler, Stationary Engineer (Steam),
Stationary Engineer (Steam) (Outside NYC), and Senior Stationary Engineer (Steam)

TERM: October 8, 2007 through October 7, 2009
GENERAL RELEASE AND WAIVER

Local #30, I.U.O.E. (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the titles, Oilie, Plant Maintainer/Olie, Stationary Engineer (Steam), Stationary Engineer (Steam) (Outside NYC), and Senior Stationary Engineer (Steam), 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 October 8, 2007 and terminating October 7, 2009, 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 October 8, 2007 to October 7, 2009.

3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from October 8, 2007 to October 7, 2009 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, causes 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 October 8, 2007 to October 7, 2009 except as expressly agreed upon in writing by the Union and the City for that period.

LOCAL #30, I.U.O.E.

[Signature]

John T. Ahern
Business Manager
GENERAL RELEASE AND WAIVER

Local #15, I.U.O.E. (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the title Oiler, 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 October 8, 2007 and terminating October 7, 2009, 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 actions 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 October 8, 2007 to October 7, 2009.

3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from October 8, 2007 to October 7, 2009 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 October 8, 2007 to October 7, 2009 except as expressly agreed upon in writing by the Union and the City for that period.

LOCAL #15, I.U.O.E.

JAMES T. CALLAHAN
President / Business Manager
December 3, 2008

John T. Ahern                James T. Callahan
Business Manager             President/Business Manager
I.U.O.E. – Local 30          I.U.O.E. – Local 15
115-06 Myrtle Avenue        265 West 14th Street, Room 505
Richmond Hill, NY 11418     New York, NY 10011-7193


Dear Sirs:

This is to confirm the understanding of the parties that effective on October 7, 2009 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 the above accords with your understanding, please execute the signature line below.

Very truly yours,

James F. Hanley

AGREED AND ACCEPTED BY LOCAL 15

James T. Callahan
President/Business Manager

AGREED AND ACCEPTED BY LOCAL 30

John T. Ahern
Business Manager and Financial Secretary
December 3, 2008

John T. Ahern
Business Manager
L.U.O.E. – Local 30
115-06 Myrtle Avenue
Richmond Hill, NY 11418

James T. Callahan
President/Business Manager
L.U.O.E. – Local 15
265 West 14th Street, Room 505
New York, NY 10011-7193

RE: Stationary Engineers/Oilers et al, “Mutuals”

Dear Sirs:

This is to confirm the understanding of the parties that the employer and the union agree that a Labor – Management Committee shall meet to discuss the feasibility of “mutuals”. The parties agree to make good faith efforts to attempt to effectuate “mutuals”, provided that should “mutuals” be permitted, there shall be no additional cost to the city and no adverse impact on agency operations as a result.

In those agencies that already permit “mutuals” to occur, the city is predisposed to their continuation, with the understanding that the above conditions are and continue to be met.

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

Very truly yours,

James F. Hanley

AGREED AND ACCEPTED BY LOCAL 15

James T. Callahan
President/Business Manager

AGREED AND ACCEPTED BY LOCAL 30

John T. Ahern
Business Manager and Financial Secretary
December 3, 2008

John T. Ahern
Business Manager and Financial Secretary
International Union of Operating Engineers – Local 30
115-06 Myrtle Avenue
Richmond Hill, NY 11418

James T. Callahan
President/Business Manager
International Union of Operating Engineers – Local 15
265 West 14th Street, Room 505
New York, NY 10011-7193

Dear Sirs:

This agreement will serve to memorialize the agreement among the parties reached in conjunction with negotiations for the Consent Determination covering the period from October 8, 2007 to October 7, 2009 for the following titles: Oiler, Plant Maintainer/Oiler, Stationary Engineer (Steam), Stationary Engineer (Outside NYC) (Steam), and Senior Stationary Engineer (Steam).

1. The parties agree that for the period beginning October 8, 2009 and continuing until a date to be determined through negotiations, the parties will negotiate one Consent Determination covering all of the above referenced titles.

2. Consistent with the terms negotiated by the parties and incorporated into the Consent Determination for the period October 8, 2007 through October 7, 2009, the following benefits, achieved previously by Oilers through bargaining, will be provided to the titles Oiler, Plant Maintainer/Oiler, Stationary Engineer, Stationary Engineer (Outside NYC), and Senior Stationary Engineer consistent with the terms of the 2007-2009 Determination:
   - Annual Welfare Fund contribution
   - Hourly Annuity contribution (though the existing differences between titles on
payment thresholds will be maintained)

- Annual Leave accrual
- Sick Leave accrual
- Paid Holidays
- Other Authorized Absences with Pay

3. The parties negotiated the wage rates to be paid, effective October 8, 2007, to each title covered by this agreement, based on the following formulas:

- Plant Maintainer rate will be 100% of the Oiler rate
- Stationary Engineer (Outside NYC) rate will be 100.11% of the Oiler rate
- Stationary Engineer rate will be 106.42% of the Oiler rate
- Senior Stationary Engineer rate will be 117.88% of the Oiler rate
- The “B” classification rate will be 1.70% of the Senior Stationary Engineer rate
- The “C” classification rate will be 3.12% of the Senior Stationary Engineer rate
- The “C+” classification rate will be 4.40% of the Senior Stationary Engineer rate
- The “D” classification rate will be 7.15% of the Senior Stationary Engineer rate

4. It is agreed by the parties that the wage and benefit formulas in (2) and (3) resolve issues of concern to the parties and that the wage and benefit rates negotiated for the period commencing October 8, 2009 through a date to be determined by the parties will be consistent with the wage and benefit formulas in (2) and (3).

5. The parties acknowledge that the benefit and wage formulas stated above in (2) and (3) were funded internally by Local 30 and Local 15 within the overall cost of the settlement for the period October 8, 2007 through October 7, 2009.

6. The agreements contained in this agreement shall remain binding upon the parties for as long as the parties continue to negotiate in an effort to achieve a Consent Determination for the period commencing October 8, 2009 through a date to be determined by the parties. In the event the parties fail to achieve a Consent Determination for such period as to all the titles covered by this agreement, then the terms of paragraphs (1), (2), (3), and (4) of this agreement will no longer be binding upon the parties.

7. In the event any one, or more, of the parties to this agreement seek a hearing pursuant to Section 220 of the Labor Law for a determination of wages and benefits for the period
commencing October 8, 2009 on behalf of one or more titles covered by this agreement, then all parties will be released from any and all of the obligations with regard to paragraphs (1), (2), (3), and (4) of this agreement.

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

Very truly yours,

James F. Hanley

AGREED AND ACCEPTED BY
LOCAL 15

James T. Callahan
President/Business Manager

AGREED AND ACCEPTED BY
LOCAL 30

John T. Ahern
Business Manager and Financial Secretary