

This INDENTURE made the 22nd day of September between THE CITY OF NEW YORK, hereinafter referred to as the "FIRST PARTY," and Local 15 I.U.O.E. and Local 246 SEIU jointly, public employee organization on behalf of MOTOR GRADER OPERATORS, employed in City Departments and Agencies, hereinafter referred to as the "Second Party".

W I T N E S S E T H

WHEREAS, the First Party, is a municipal corporation organized under the laws of the State of New York; and

WHEREAS, the Second Party were and still is a public employee organization representing employees employed by the City of New York under the title Motor Grader Operator in City Departments and Agencies; and

WHEREAS, certain differences between the parties herein have arisen with respect to rates of wages in the City of New York; and

WHEREAS, it is the desire of the parties herein to compromise their differences by the acceptance of certain annual or daily rates of pay and perquisites to be paid to employees represented by the Second Party both retroactively and prospectively for the affected period in full settlement of services rendered and to be rendered,

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. The First Party hereby agrees for the period between **June 3, 2009 to June 2, 2016**, except as otherwise provided in this paragraph 1, to provide for the employment of the employees who are represented by the signatory Second Party as employed in City Departments and Agencies, at the respective annual compensation, number of hours per day and number of days per year more fully hereinafter specified as follows:

Motor Grader Operator

	Annual Rate for 249 (8 Hour) Working Days	<u>Daily Rate</u> (8 Hour)	<u>Hourly Rate</u>
6/3/2009 to 12/2/2010	\$100,984	\$405.56	\$50.70
12/3/2010 to 12/2/2011	\$101,994	\$409.62	\$51.21
12/3/2011 to 12/2/2012	\$103,014	\$413.72	\$51.72
12/3/2012 to 12/2/2013	\$104,044	\$417.86	\$52.24
12/3/2013 to 12/2/2014	\$105,605	\$424.13	\$53.02
12/3/2014 to 12/2/2015	\$108,245	\$434.73	\$54.35
12/3/2015 to 6/2/2016	\$111,492	\$447.77	\$55.98

The following contributions will be paid per Employee by the City of New York, et al., to the appropriate Compensation Accrual Fund, to be administered by I.U.O.E. Local 15 and S.E.I.U. Local 246 for their respective members.

Effective June 3, 2009: \$5.71 for each paid working day up to a maximum of \$1,490.31 per annum on behalf of all full-time and full-time per diem employees. For part-time employees who work less than eight hours a day, the amount paid shall be based on a prorated amount, which is calculated against an eight-hour day, up to a maximum of \$1,490.31 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 December 3, 2015: \$6.10 for each paid working day up to a maximum of \$1,592.10 per annum on behalf of all full-time and full-time per diem employees. For part-time employees who work less than eight hours a day, the amount paid shall be based on a prorated amount, which is calculated against an eight-hour day, up to a maximum of \$1,592.10 per annum. For the purpose of these payments, excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.

This 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. It is also understood and agreed that in addition to the annual compensations referred to in paragraph "1" herein, that the First Party also agrees to provide to each employee represented by a signatory Second Party in his or her respective title, payment of one (1) additional day's pay in cash at the respective daily rates as indicated in paragraph "1" herein for the holidays listed below and

limited to the day the holiday is observed:

Independence Day	Labor Day	Columbus Day
Election Day	Veterans Day	Thanksgiving Day
Christmas Day	New Years Day	Dr. Martin Luther King Jr.'s Birthday
Lincoln's Birthday	Washington's Birthday	Memorial Day

It is further understood and agreed, that should the services of employees represented by a Second Party be required on any of the above holidays, the First Party will provide to each employee represented by the Second Party further compensation for such actual work performed, by the payment in cash of one and one-half (1-1/2x) additional days pay for each eight (8) hours of work at the respective daily rate indicated in paragraph "1" herein only. Such payment shall preclude the grant of any additional time off.

3. It is further understood and agreed that the complement of working days referred to in paragraph "1" hereof shall exclude Saturdays, Sundays and legal holidays.

In cases of emergency where it becomes necessary to perform work on Sundays, such work shall be compensated for by payment at the rate of double time (2x) in cash. Such payment shall preclude the grant of any additional time off.

In cases of emergency where it becomes necessary to perform work on Saturdays or legal holidays (except for those legal holidays enumerated in paragraph "2" herein), and work over an eight (8) hour day, such work shall be compensated for by payment in cash at the rate of time and one-half (1-1/2x) and in addition shall be further compensated by the grant of one-half time off.

It is further understood and agreed that a shift differential shall be paid to each employee represented by the Second Party for each shift worked between the hours of 4:00 P.M. to Midnight and Midnight to 8:00 A.M. for each day actually worked. The shift differential shall also be paid when four (4) or more hours in any regular assigned shift are worked within the hours of 4:00 P.M. to 8:00 A.M.

The shift differential shall be:

Effective 6/3/09: \$4.70

4. It is also understood and agreed that effective June 3, 2009, employees represented by the Second Party shall accrue sick leave benefits at the rate of eight (8) days per year.

It is further understood and agreed that the First Party shall grant terminal leave of one (1) month for every ten (10) years of service prior to retirement to employees represented by the signatory to this agreement.

Effective June 3, 2009, no paid leave benefits set forth in Article III, Sections (1)(a)-(f) of

Appendix A annexed hereto shall apply.

Annual Leave:

Effective June 3, 2009:

The annual vacation allowance for employees who work a 249 day year and who were hired on or after July 1, 1985 shall accrue as follows:

<u>Years in Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual (hh:mm)</u>
At the beginning of the employee's 1st year	14 work days	09:20
At the beginning of the employee's 5th year	19 work days	12:40
At the beginning of the employee's 15th year	21 work days	14:00

It is further understood and agreed between the parties herein that the provisions of the Orders amending the Leave Regulations for Prevailing Rate Per Diem and Per Annum Employees of the City of New York et al. with respect to Workmen's Compensation, and authorizing payment in cash for unused accrued annual leave and unused accrued compensatory time, upon death of an employee, shall be applicable for the term of this agreement to employees represented by the public employee organizations which are the signatory Second Parties to this Agreement.

5. The First Party further agrees during the term of this agreement to provide a sum not to exceed the annual amount of \$1,575 effective June 3, 2009, or the pro-rata share thereof for each incumbent member of the Second Party in the title set forth in paragraph 1. The terms embodied in this paragraph are for the purpose of furnishing certain supplementary benefits in accordance with the provisions of a mutually agreed upon welfare fund as contained in the terms of a separate agreement entered into for such purpose.

Employees who have been separated from service subsequent to **June 30, 1978**, and who were covered by a welfare fund applicable to titles covered by this indenture at the time of such separation, pursuant to a separate agreement entered into for such hereof, shall be paid on the same contributory basis as incumbent employees. Contributions shall be made, in accordance with standard City practices for these purposes, 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 the Employer 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, 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.

6. The rates referred to in this agreement have been agreed upon in compromise for the purposes of effectuating a settlement, and, therefore are not to be construed as rate fixations of prevailing wages under Section 220 of the Labor Law.

7. Simultaneous with payment of the differentials between rates heretofore paid to and the rates referred to herein, each of the Second Party and each employee represented by the Second Party for the period of this agreement agrees to:

- (a) Withdraw any Labor Law Claim or claims or other claims seeking additional compensation for all periods covered by this agreement;
- (b) Refrain from filing a Labor Law Claim or other claims for any period covered by this agreement and specifically for the period to expire on **June 2, 2016**;
- (c) Waive any right to receive prevailing rates or other adjustments of wages for the effective periods of this agreement;
- (d) Extend to the First Party a general release in the form now in use by the City of New York for similar purposes;
- (e) Discontinue any and all actions and/or Article 78 proceedings or other proceedings heretofore commenced by him or on his behalf for the effective period of this agreement;
- (f) Waive any and all rights and remedies with respect to wage supplements now provided by Chapter 750 of the Laws of 1956 except as herein otherwise provided, for the period of this agreement;
- (g) Waive any and all interest on all differentials of basic rates of wages and supplemental benefits. It is expressly understood that such waiver 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, S1). 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 Agreement 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 Agreement, whichever is later, to the date of actual payment.
 - (3) Interest accrued under (1) or (2) above shall be payable only if the amount of interest due to an individual exceeds five dollars (\$5).


8. The provisions of this agreement shall be consistent with applicable provisions of the

New York State Financial Emergency Act for the City of New York as amended. The terms and conditions of this agreement are subject to approval by the Mayor of the City of New York otherwise the same shall be of no force and effect whatever.

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

CONSENTED TO:


CITY OF NEW YORK

BY: 
ROBERT W. LINN
Commissioner of Labor Relations
FIRST PARTY

LOCAL 246, SEIU

BY: 
JOSEPH A. COLANGELO
President
Local 246, SEIU
SECOND PARTY

FOR LOCAL 15, IUOE, AFL-CIO

BY: 
THOMAS CALLAHAN
President/Business Manager
Local 15, I.U.O.E., AFL-CIO
SECOND PARTY

Motor Grader Operator

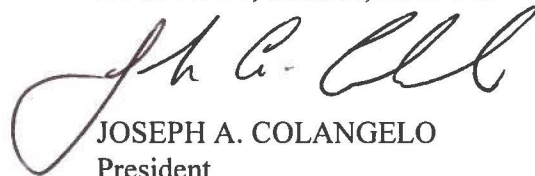
Term of Agreement: **June 3, 2009 through June 2, 2016**

GENERAL RELEASE AND WAIVER

Local 246, S.E.I.U., AFL-CIO, (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the title, Motor Grader Operator 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 **June 3, 2009 and terminating June 2, 2016**, 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 **June 3, 2009 to June 2, 2016**.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from **June 3, 2009 to June 2, 2016** 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 **June 3, 2009 to June 2, 2016** except as expressly agreed upon in writing by the Union and the City for that period.

LOCAL 246, S.E.I.U., AFL-CIO



JOSEPH A. COLANGELO
President
City Employees Union,
Local 246, S.E.I.U.

GENERAL RELEASE AND WAIVER

Local 15, I.U.O.E., AFL-CIO, (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the title, Motor Grader Operator 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 **June 3, 2009 and terminating June 2, 2016** 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 **June 3, 2009 to June 2, 2016**.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from **June 3, 2009 to June 2, 2016** 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 **June 3, 2009 to June 2, 2016** except as expressly agreed upon in writing by the Union and the City for that period.

LOCAL 15, I.U.O.E., AFL-CIO



THOMAS CALLAHAN
President/Business Manager



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner

RENEE CAMPION
First Deputy Commissioner

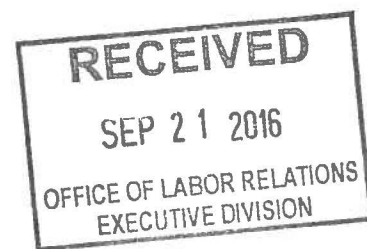
CLAIRE LEVITT
*Deputy Commissioner
Health Care Cost Management*

MAYRA E. BELL
General Counsel

GEORGETTE GESTELY
Director, Employee Benefits Program

September 22, 2016

Joseph Colangelo
President
SEIU Local 246
217 Broadway, Suite 501
New York, NY 10007



Thomas Callahan
President/Business Manager
International Union of Operating Engineers – Local 15
44-40 11th Street
Long Island City, NY 11101

RE: Motor Grader Operators

Dear Sirs:

This is to confirm the understanding and agreement of the parties concerning lump sum cash payments for Motor Grader Operators covered by the Wage Agreement for the period of June 3, 2009 to June 2, 2016.

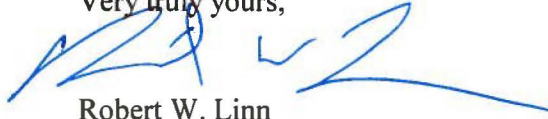
- i A lump sum cash payment in the amount of \$1,000, prorated for other than full-time employees, shall be payable as soon as practicable upon execution of this Agreement to those bargaining unit members who were on active payroll as of August 4, 2016, the day of ratification.
- ii The lump sum cash payment shall be pensionable, consistent with applicable law.
- iii The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining

increases.

- iv For circumstances that were not anticipated by the parties regarding eligibility for the Ratification Bonus, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of this side letter. Such interpretations shall not be subject to any dispute resolution procedures

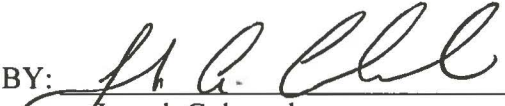
If the above accords with your understanding, please indicate your acceptance by signing below.

Very truly yours,



Robert W. Linn

Agreed and Accepted on Behalf of SEIU Local 246,

BY: 
Joseph Colangelo
President

Agreed and Accepted on Behalf of IUOE Local 15,

BY: 
Thomas Callahan
President/Business Manager