

CITY OF NEW YORK

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LABOR RELATIONS

100 West, New York, N.Y. 10006

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STATIONARY ENGINEERS (NON-ECONOMIC)

1-1-99 to 6-30-99

JAMES F. HANLEY
Commissioner
CAROLINE I. SULLIVAN
First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: STATIONARY ENGINEER (NON-ECONOMIC)
TERM: APRIL 1, 1999 THROUGH JUNE 30, 1999

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the Health and Hospitals Corporation on behalf of the City of New York and Local 30, I.U.O.E., AFL-CIO on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: July 2, 1999

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: 0001	DATE: JUL 02 1999

**Local 30, I.U.O.E., AFL-CIO
1999 Stationary Engineer Agreement**

TABLE OF CONTENTS

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION	1
ARTICLE II - DUES CHECKOFF	2
ARTICLE III - BULLETIN BOARDS	2
ARTICLE IV - UNION ACTIVITY	2
ARTICLE V - WAGES AND SUPPLEMENTS	3
ARTICLE VI - LABOR-MANAGEMENT COMMITTEE	3
ARTICLE VII - NO STRIKES	4
ARTICLE VIII - TRANSFERS	4
ARTICLE IX - OVERTIME	4
ARTICLE X - PRODUCTIVITY AND PERFORMANCE	5
ARTICLE XI - GRIEVANCE PROCEDURE	6
ARTICLE XII - VACATIONS	10
ARTICLE XIII - WORKING CONDITIONS	11
ARTICLE XIV - SAFETY	11
ARTICLE XV - BARGAINING BAR DURING TERM OF AGREEMENT	11
ARTICLE XVI - FINANCIAL EMERGENCY ACT	12
ARTICLE XVII - APPENDICES	12
ARTICLE XVIII - SAVINGS CLAUSE	12

Local 30, IUOE, AFL-CIO
1999 Stationary Engineers Agreement

AGREEMENT entered into this 2 day of July, by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and Local 30, I.U.O.E., AFL-CIO (hereinafter referred to as the "Union"), for the three month period from April 1, 1999 to June 30, 1999.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The **Employer** recognizes the **Union** as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the **Employer**, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the **Board of Certification of the Office of Collective Bargaining** to be part of the unit herein for which the **Union** is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

Stationary Engineer
Senior Stationary Engineer
Plant Maintainer / Oiler
Oiler

Section 2.

The terms "**employee**" and "**employees**" as used in this **Agreement** shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.

- a. The **Union** shall have the exclusive right to the checkoff and transmittal of dues on behalf of each **employee** in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "**Regulations Relating to the Checkoff of Union Dues**" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "**Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees.**"
- b. Any **employee** may consent in writing to the authorization of the deduction of dues from the **employee's** wages and to the designation of the **Union** as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the **employee**.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this **Agreement**.

ARTICLE III - BULLETIN BOARDS

The **Union** may post notices on bulletin boards in places and locations where notices usually are posted by the **Employer** for the **employees** to read. All notices shall be on **Union** stationery, and shall be used only to notify **employees** of matters pertaining to **Union** affairs.

ARTICLE IV - UNION ACTIVITY

Section 1.

Time spent by **employee** representatives in the conduct of labor relations with the City and on **Union** activities shall be governed by the terms of **Executive Order No. 75**, as amended, dated March 22, 1973, entitled "**Time Spent on the Conduct of Labor Relations between the City and Its employees and on Union Activity**" or any other applicable Executive Order. No **employee** shall otherwise engage in **Union** activities during the time he is assigned to his regular duties.

Section 2.

The **Employer** agrees not to discriminate in any way against any **employee** for **Union** activity, but such activity shall not be carried on during working hours or in working areas.

Section 3.

There shall be no **Union** activity on **Employer** time other than which is specifically permitted by the terms of this **agreement**.

ARTICLE V - WAGES AND SUPPLEMENTS

The wages and other supplements applicable to employees covered by this Agreement shall be in accordance with the respective Determinations of the Comptroller, subject to the terms and conditions thereof.

ARTICLE VI - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty employees covered by this Agreement.

Section 2.

Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3.

Each labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairperson from among its members at each meeting. The chairpersonship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

ARTICLE VII - NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the **Union** nor any **employee** shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this **Agreement**.

ARTICLE VIII - TRANSFERS

Supplementary transfer provisions shall be negotiated for each **Agency** covered by this **Agreement** upon demand of the **Union**, through the **Office of Labor Relations**. The negotiations shall be limited to transfers within the **agency**, and shall not deal with seniority rights which must be extra departmental or city wide in scope.

ARTICLE IX - OVERTIME

Section 1.

With the exception of **employees** who are within one year of the earliest date at which he is eligible for service retirement, all overtime shall, as far as practicable, be distributed equitably among the **employees** in each work location within a department.

Section 2.

Employees who are within one year of the earliest date of eligibility for service retirement shall not be authorized to work overtime compensable in cash if it is in excess of the average annual number of hours of cash overtime worked in the three preceding years by all persons in the job title in the **Agency**.

Section 3.

Work schedules shall be posted at least one week in advance and may not be changed after the third day before the affected date (except in the **Department of Sanitation** when a departmental directive is issued with only three days' notice or less), where the purpose of such change in schedule is to avoid the payment of overtime.

Section 4.

An **employee** directed to return to work after completing a shift, shall be guaranteed a minimum of four (4) hours of work.

Section 5.

For purposes of premiums, overtime work shall be credited to the day on which it is actually performed and any premium which may be due for such overtime work, shall not be charged to any other different premium payments which may be payable. There shall be no premium paid on premiums.

ARTICLE X - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the **Employer** and the **Union**. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

Section 1. - Performance Levels

- (a) The **Union** recognizes the **Employer's** right under the **New York City Collective Bargaining Law** to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each **employee** or group of **employees**. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on **employees** are within the scope of collective bargaining. The **Employer** will give the **Union** prior notice of the establishment and/or revision of performance standards or norms hereunder.
- (b) **Employees** who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. - Supervisory Responsibility

- (a) The **Union** recognizes the **Employer's** right under the **New York City Collective Bargaining Law** to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised **employees** for **employees** in supervisory positions listed in Article I, Section 1, of this **Agreement**. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on **employees** are within the scope of collective bargaining. The **Employer** will give the **Union** prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.
- (b) **Employees** who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "*Grievance* " shall mean:

- a. A dispute concerning the application or interpretation of the terms of this **Agreement** or of a **Comptroller's Determination** applicable to the titles covered by this **Agreement**;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the **Employer** applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the **Rules and Regulations of the New York City Personnel Director** or the **Rules and Regulations of the Health and Hospitals Corporation** with respect to those matters set forth in the first paragraph of **Section 7390.1 of the Unconsolidated Laws** shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of **employees** to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent **employee** covered by **Section 75(1) of the Civil Service Law** or a permanent **employee** covered by the **Rules and Regulations of the Health and Hospitals Corporation** upon whom the agency head has served written charges of incompetency or misconduct while the **employee** is serving in the **employee's** permanent title or which affects the **employee's** permanent status;

Section 2.

The Grievance Procedure, except for grievances as defined in Section 1d and 1e of this Article, shall be as follows:

Step I - The **employee** and/or the **Union** shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The **employee** may also request an appointment to discuss the grievance. The person designated by the **Employer** to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

NOTE: *The following STEP I(a) shall applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 1a and 1c of this Article and shall be applied prior to Step II of this Section:*

STEP I(a) - An appeal from an unsatisfactory determination at **Step I** shall be presented in writing to the person designated by the agency head for such purpose. The appeal must be made within five (5) work days of the receipt of the **Step I** determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall meet with the **employee** and/or the **Union** for review of the grievance and shall issue a determination to the **employee** and/or the **Union** by the end of the fifth work day following the day on which the appeal was filed.

STEP II - An appeal from an unsatisfactory determination at **STEP I** or **STEP I(a)**, where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in **STEP I**. The appeal must be made within five (5) work days of the receipt of the **STEP I** or **STEP I(a)** determination. The agency head or designated representative, if any, shall meet with the **employee** and/or the **Union** for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

STEP III - An appeal from an unsatisfactory determination at **STEP II** shall be presented by the **employee** and/or the **Union** to the **Commissioner of Labor Relations** in writing within ten (10) work days of the receipt of the **STEP II** determination. The grievant or the **Union** should submit copies of the **STEP I** and **STEP II** grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The **Commissioner of Labor Relations** or the **Commissioner's** designee shall review all appeals from **STEP II** determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

STEP IV - An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the **Union** to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the **Employer** shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The **Employer** shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the **Union** and the **Employer**. The determination or award of the arbitrator shall be final and binding in accord with the applicable law and shall not add to, subject from or modify any **contract, Comptroller's Determination or agreement** in lieu thereof, rule, regulation, written policy or order mentioned in **Section 1** of this **Article**.

Section 3.

As a condition to the right of the **Union** to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the **employee** or **employees** and the **Union** shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the **employee** and the **Union** to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

In any case involving a grievance under Section 1d of this Article, the following procedure shall govern upon service of written charges of incompetency or misconduct:

STEP A - Following the service of written charges, a conference with such **employee** shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP I** of the Grievance Procedure set forth in this **Agreement**. The **employee** may be represented at such conference by a representative of the **Union**. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

If the **employee** is satisfied with the determination in **STEP A** above, the **employee** may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in **Section 75 of the Civil Service Law** or the **Rules and Regulations of the Health and Hospitals Corporation**. As a condition of accepting such determination, the **employee** shall sign a waiver of the **employee's** right to the procedures available to him or her under **Sections 75 and 76 of the Civil Service Law** or the **Rules and Regulations of the Health and Hospitals Corporation**.

STEP B(i) - If the **employee** is not satisfied with the determination at **STEP A** above then the **Employer** shall proceed in accordance with the disciplinary procedures set forth in **Section 75 of the Civil Service Law** or the **Rules and Regulations of the Health and Hospitals Corporation**. As an alternative, the **Union** with the consent of the **employee** may choose to proceed in accordance with the Grievance Procedure set forth in this **Agreement**, including the right to proceed to binding arbitration pursuant to **STEP IV** of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the **employee** and the **Union** shall file a written waiver of the right to utilize the procedures available to the **employee** pursuant to **Sections 75 and 76 of the Civil Service Law** or the **Rules and Regulations of the Health and Hospitals Corporation** or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an **employee's** suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B(ii) - If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of **STEP A** above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the **Union** for review of the grievance and shall issue a determination to the employee and the **Union** by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totalling more than thirty (30) days, the **Union** with the consent of the grievant may elect to skip **STEP C** of this Section and proceed directly to **STEP D**.

STEP C - If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the **Union** may appeal to the **Commissioner of Labor Relations** in writing within ten (10) days of the determination of the agency head or designated representative. The **Commissioner of Labor Relations** shall issue a written reply to the grievant and the **Union** within fifteen (15) work days.

STEP D - If the grievant is not satisfied with the determination of the **Commissioner of Labor Relations**, the **Union** with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in **STEP IV** of the Grievance Procedure set forth in this **Agreement**.

Section 5.

A grievance concerning a large number of employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this **Agreement** may be filed directly at **STEP III** of the grievance procedure. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 6.

If a determination satisfactory to the **Union** at any level of the Grievance Procedure is not implemented within a reasonable time, the **Union** may re-institute the original grievance at **STEP III** of the Grievance Procedure; or if a satisfactory **STEP III** determination has not been so implemented, the **Union** may institute a grievance concerning such failure to implement at **STEP IV** of the Grievance Procedure.

Section 7.

If the **Employer** exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the **Union** may invoke the next step of the procedure, except that only the **Union** may invoke impartial arbitration under **STEP IV**.

Section 8.

The **Employer** shall notify the **Union** in writing of all grievances filed by employees, all grievance hearings, and all determinations. The **Union** shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

Section 9.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

Section 10.

A non-Mayoral agency not covered by this **Agreement** but which employs employees in titles identical to those covered by this **Agreement** may elect to permit the **Union** to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the **Commissioner of Labor Relations**. If such election is made, the **Union** shall present its appeal to the **Commissioner of Labor Relations** in writing within ten (10) work days of the receipt of the last step determination. The **Union** should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The **Commissioner of Labor Relations**, or the **Commissioner's** designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the **Commissioner of Labor Relations** may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 11.

The grievance and the arbitration procedure contained in this **Agreement** shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the **Employer** under **Article XIV of the Civil Service Law**.

ARTICLE XII - VACATIONS

Section 1.

In the scheduling of vacations for employees of agencies covered by this agreement, where practicable, vacations will be scheduled between May 1 and October 1, except that the individual needs of an **Agency** as determined by the **Agency** shall govern.

Section 2.

An employee may by prior written approval of his **Agency Head** carry over for the one year the current year's vacation so long as it does not extend 54 days vacation credits in any one year. A **department or agency** covered by this **agreement** may not require an **employee** to postpone or hold over his vacation beyond the vacation year except in an emergency.

Section 3.

In the scheduling of vacations for **employees** of agencies bound by this **agreement**, pursuant and subject to the vacation policy and procedures of the respective agencies, the **Employe Agencies** agree that all authorized vacation picks for **employees** covered by this **agreement** shall be by seniority in the **employee's** permanent Civil Service title in his **Agency or Department** and in the **Police Department**, in his command of assignment.

ARTICLE XIII - WORKING CONDITIONS

Section 1.

The **Employer** shall make all reasonable efforts to provide **employees** with sanitary washing and toilet facilities including hot and cold running water and proper lighting and ventilation.

Section 2.

Each **employee** shall be provided with his own individual locker.

ARTICLE XIV - SAFETY

Section 1.

All unsafe conditions reported by the **Union**, in writing, concerning **employees** covered by this **Agreement**, shall be rule noticed by the appropriate **supervisor** and acted upon expeditiously.

Section 2.

Supplementary provisions may be negotiated for each **Agency** covered by this **Agreement** upon demand of the **Union** and with consent of the **Office of Labor Relations**, through the **Office of Labor Relations** regarding the items of safety equipment (if any) required to be provided by an **Agency** for use, if necessary, by **employees**.

ARTICLE XV - BARGAINING BAR DURING TERM OF AGREEMENT

Section 1.

The **parties** acknowledge that they have raised and negotiated in good faith concerning all mandatory subjects of collective bargaining not within the purview of a determination pursuant to **Section 220 of the Labor Law** and that the terms of this **Collective Bargaining Agreement** represent their entire agreement after such negotiations. All subject, not provided for herein were

disposed of in the course of negotiations; the parties accordingly acknowledge that there remains no further duty to bargain concerning them unless consented to in writing.

Section 2.

Nothing herein shall authorize or require collective bargaining between the parties during the term of this Agreement, except that the parties may mutually agree to engage in collective bargaining where (a) the matter was not specifically covered by the Agreement or raised as an issue during the negotiations out of which such Agreement arose and (b) there shall have arisen a significant change in circumstances with respect to such matter which could not reasonably have been anticipated by both parties at the time of the conclusion of negotiations.

Section 3.

There shall be no resumption of negotiations during the term of an agreement upon the claim that the Agreements not consummated or not executed or that one of the parties promised to resume negotiations on any particular matter unless such claim is substantiated by a written document signed by the party against whom the claim is made.

ARTICLE XVI - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

ARTICLE XVII - APPENDICES

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XVIII - SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this day of July 2, 1999.

FOR THE CITY OF NEW YORK
AND RELATED PUBLIC EMPLOYERS
AS DEFINED HEREIN:

FOR LOCAL 30, I.U.O.E., AFL-CIO

BY: James F. Hanley
JAMES F. HANLEY
Commissioner of Labor Relations

BY: James Gannon
JAMES GANNON
Business Agent, Local 30 I.U.O.E, AFL-CIO

FOR THE NEW YORK CITY
HEALTH AND HOSPITALS CORPORATION

BY: Pamela S. Silverblatt
PAMELA S. SILVERBLATT
Senior Assistant Vice President
Human Resources and Workforce Development

APPROVED AS TO FORM:

BY: Jeffrey D. Friedlander
JEFFREY D. FRIEDLANDER
Acting Corporation Counsel

CERTIFIED TO THE FINANCIAL CONTROL BOARD:

DATE: _____

UNIT: Stationary Engineer (Non-economic)

TERM: April 1, 1999 to June 30, 1999

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>99001</u>	DATE: <u>JUL 02 1999</u>