

STIPULATION OF AGREEMENT

AGREEMENT made on the 8th day of January, 2007 between the Realty Advisory Board on Labor Relations, Inc. ("RAB") and Local 94-94A-94B International Union of Operating Engineers, AFL-CIO ("Union").

WHEREAS, the 2004 Engineer Agreement between the parties by its terms was set to expire on December 31, 2006, and was extended until January 10, 2007;

WHEREAS, the RAB through its committee representing certain employers in associational bargaining, has now negotiated an Agreement with the Union; and

WHEREAS, the parties wish to include these terms in a written renewal Agreement;

NOW THEREFORE, the parties in consideration of the mutual covenants herein contained, and subject to ratification by the Union's membership and the RAB Board of Directors, do hereby agree to extend the Agreement through December 31, 2010 and to amend the Agreement in accordance with the following stipulation:

**1. ARTICLE II – WAGES, HOURS AND WORKING CONDITIONS –
PARAGRAPH 1 (PAGE 5)**

Wage Increases:

Engineers shall receive a wage increase of \$.89 per hour effective January 1, 2007; \$.97 per hour effective January 1, 2008; \$.94 per hour effective January 1, 2009; and \$1.01 per hour effective January 1, 2010.

Helpers shall receive a wage increase of \$.69 per hour effective January 1, 2007; \$.76 per hour effective January 1, 2008; \$.73 per hour effective January 1, 2009; and \$.79 per hour effective January 1, 2010.

Employees in pay scales other than Engineer and Helpers shall receive wage increases on the same dates based on their rate of pay, i.e., 3.07% per year effective January 1, 2007; 3.26% per year effective January 1, 2008; 3.05% per year effective January 1, 2009; and 3.19% per year effective January 1, 2010.

**2. ARTICLE II – WAGES, HOURS AND WORKING CONDITIONS –
PARAGRAPH 1 (PAGE 6)**

Insert the following paragraph:

Effective January 1, 2008, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York - Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers] from November 2006 to November 2007 exceeds 6.5%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6.5% shall be granted effective for the first full work week commencing after January 1, 2008. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6.5% less than .5 % shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minimum.

Effective January 1, 2009, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York - Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers] from November 2007 to November 2008 exceeds 6%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6% shall be granted effective for the first full work week commencing after January 1, 2009. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minimum.

Effective January 1, 2010, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York - Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers] from November 2008 to November 2009 exceeds 6%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6% shall be granted effective for the first full work week commencing after January 1, 2010. In no event shall said increase pursuant to this

provision exceed \$.20 per hour. In computing increases in the cost of living above 6%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minimum.

3. ARTICLE II – WAGES, HOURS AND WORKING CONDITIONS – PARAGRAPH 1 (PAGE 7)

After Paragraph 1, add paragraph stating:

The Union agrees to cooperate in transitioning all bargaining unit employees to a bi-weekly payroll cycle. The Employer will make its best efforts to minimize withholding tax consequences to employees in accord with applicable law.

4. ARTICLE II – WAGES, HOURS AND WORKING CONDITIONS – PARAGRAPH 2 (PAGE 7)

After subparagraph 2(a) insert the following language as subparagraph 2(b), and renumber the subsequent subparagraphs:

Each employer agrees to deduct voluntary political contributions based upon authorizations signed by the employees in accordance with applicable law.

5. ARTICLE II – WAGES, HOURS AND WORKING CONDITIONS – (PAGE 11)

Insert the following language as paragraph 10

Compensation Documents

Pay stubs and other compensation documents required to be distributed to employees that only are available online shall be in a format that can be printed and shall be available at the work site.

6. ARTICLE II – WAGES, HOURS AND WORKING CONDITIONS – (PAGE 11)

Insert the following language as paragraph 11:

Transportation Costs

The RAB will encourage its members who are signatories to the Engineer Agreement to adopt a qualified transportation fringe benefit program (e.g. transit check) pursuant to which employees may pay certain qualified transportation costs on a pre-tax basis, to the extent permitted by law. In order to encourage the adoption of such programs, the RAB will issue an appropriate bulletin and/or arrange seminars for signatories to this agreement.

7. **ARTICLE III -- RIGHT OF MANAGEMENT – (PAGE 12)**

Insert the following as Paragraph 6:

All written disciplinary warnings for absenteeism, tardiness or any other attendance issue shall be null and void two (2) years after the date on which they were issued, provided that the employee has not received any other discipline during that two (2) year period.

8. **ARTICLE III – RIGHT OF MANAGEMENT (PAGE 12):**

Insert the following as Paragraph 7:

The Union will continue to cooperate with the employer on issues involving security and qualifications of employees. Any disputes under this provision shall be subject to grievance and arbitration.

9. **ARTICLE XI – EMPLOYER FUND CONTRIBUTIONS – (PAGE 17)**

a) Health and Benefit Fund:

The Employer contribution to the Local 94 Health and Benefit Fund shall be increased by \$.70 per hour effective January 1, 2007; \$.70 per hour effective January 1, 2008; and \$.60 per hour effective January 1, 2009; and \$.60 per hour effective January 1, 2010.

In addition, the parties shall recommend to the Trustees of the Local 94 Health and Benefit Funds that modifications be made to improve administration and the general financial condition of the Fund including, but not limited to:

- i. Mandatory use of generic drugs
- ii. Creation of a Dental PPO to replace the current Dental Indemnity Plan
- iii. Creation of a disease management program (including, but not limited to, diabetes)
- iv. Other cost saving measures

b) Pension Fund

The Employer contribution to the Central Pension Fund shall be increased by \$.10 per hour effective January 1, 2007; \$.10 per hour effective January 1, 2008; \$.10 per hour effective January 1, 2009; and \$.10 per hour effective January 1, 2010.

c) Annuity Fund Increase

The Employer contributions to the Local 94 Annuity Fund shall be increased by \$.10 per hour effective January 1, 2007; \$.10 per hour effective January 1, 2008; \$.10 per hour effective January 1, 2009; and \$.10 per hour effective January 1, 2010.

d) Training Fund

The Employer contribution to the Local 94 Training Fund shall continue at \$.21 per hour effective January 1, 2007. The Employer contribution to the Training Fund may be increased, effective January 1, 2008 or thereafter, during the term of this Agreement, by up to \$.02 per hour, in the event that the Trustees of said Fund agree that such amounts are necessary for the continuation of operations of the Training program

10. ARTICLE XI – EMPLOYER FUND CONTRIBUTIONS – PARAGRAPH 1 – HEALTH AND BENEFITS (PG. 17):

Change Paragraph 1(d)(4) (pg. 18) to read:

If, as of January 1, 2008 or thereafter, the Trustees of the Health Fund find the payment provided herein insufficient to maintain the benefits then in existence based on the contribution rate, they may, provided benefits added during the term of the agreement, if any, were actuarially sound, in such emergency situations before the termination of this Agreement, adjust benefits to a level sustainable by the current negotiated contribution rate and/or require that additional monies be transferred from wages in the maximum

amount of 20% (but in no event more than \$0.05 per hour) of the needed amount, with the Employer making the additional contribution of a maximum of 80% (but in no event more than \$0.20 per hour) of the needed amount (which in total cannot exceed \$0.25 per hour with the Employer and employee contributions combined), in order to fund the Health Fund at a sufficient level. The Trustees shall notify the bargaining parties how much money is needed within these parameters.

11. ARTICLE XI – EMPLOYER FUND CONTRIBUTIONS – PARAGRAPH 5 (PAGE 20)

Remove Pension from Paragraph 5 and insert the following language as Paragraph 6 (renumbering subsequent paragraphs accordingly):

In the case of an illness or injury of a regular full time employee who has been employed within the bargaining unit covered by this or a predecessor agreement, the Employer shall contribute to the Central Pension Fund sufficient funds to ensure that the total year-end contributions are at least equivalent to 1000 hours contribution for said year, provided such contributions are permitted by the Central Pension Fund and under applicable law.

12. ARTICLE XI – EMPLOYER FUND CONTRIBUTIONS – PARAGRAPH 7 – TRAINING (PAGE 22)

- a) Make appropriate modifications to the existing language stating:

New employees beginning employment after December 31, 2006, shall be paid a starting wage rate of 70% of the listed rates for a period of thirty-six (36) months. The employee shall receive step increases during such period once he or she (i) obtains from the Training Fund a certificate of satisfactory completion of the appropriate segment of the Training School curriculum; and (ii) presents such certificate to the Employer, who then shall provide the appropriate wage increase for each step increase during the period.

13. ARTICLE XII – GENERAL CLAUSES – PARAGRAPH 3 – VACATIONS (PAGE 26)

a) At the end of parenthetical in first part of sub-paragraph 3(a) insert:

; where an employee has 5 years or more substantial continuity in any building signatory to this Agreement and the employee moves to another building signatory, the employee shall not be governed by the below chart, but instead shall be entitled to 15 days of vacation at the new building signatory), and shall be treated as having five years service at the building for the purpose of determining future vacation entitlements.

14. ARTICLE XII – GENERAL CLAUSES – PARAGRAPH 5, LEAVE OF ABSENCE (PG. 30):

Shall be modified to provide that any leave taken pursuant to any government regulation shall be deemed to be a leave under this section, except in cases of demonstrable undue hardship.

15. ARTICLE XII – GENERAL CLAUSES – PARAGRAPH 15 – TRIAL PERIOD (PG. 37):

The trial period for newly hired employees shall be sixty (60) days.

16. ARTICLE XII – PARAGRAPH 24 – EMPLOYMENT AND DISCRIMINATION (PGS. 39 – 40)

Modify sub-paragraph (b) to include 42 U.S.C. 1981 and the Family and Medical Leave Act in the list of statutes.

17. ARTICLE XII – GENERAL CLAUSES

Add new Paragraph stating:

The Union and the RAB will cooperate in facilitating the collection of assents.

* * *

The parties agree to include in the final contract any language clarifications which may be necessary as a result of this Stipulation of Agreement, including changing dates and numbering, as appropriate.

This Agreement is subject to ratification by the membership of the Union and the Board of Directors of the RAB.

AGREED to this 8th day of January, 2007:

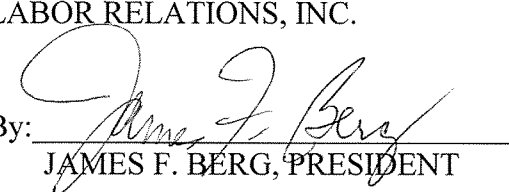
Local 94-94A-94B INTERNATIONAL
UNION OF OPERATING ENGINEERS AFL-
CIO

By: _____


KUBA J. BROWN,
BUSINESS MANAGER / PRESIDENT

REALTY ADVISORY BOARD ON
LABOR RELATIONS, INC.

By: _____


JAMES F. BERG, PRESIDENT