

NON-PRECEDENTIAL SETTLEMENT

In the Matter of the Arbitration

-between-

**Local 891, International Union of
Operating Engineers
(Union-Initiated: Hurricane Irene)**

**Stipulation of Settlement
AAA #13-20-1200-2535**

Union,

-and-

**The Department of Education of the City
of New York,**

Employer.

It is hereby stipulated by and between the respective parties in the above-entitled matter that the arbitration is settled under the following non-precedential terms and conditions:

1. International Union of Operating Engineers, Local 891 ("Union" or "Local 891") agrees to withdraw their demand for arbitration in the above-entitled matter with prejudice.
2. The Department of Education and Local 891 agree to the following in full settlement of the above-entitled matter:
 - A. Each Custodian Engineer ("CE") who worked in that capacity at his own assigned site or at another site designated a shelter or evacuation center during the period of Hurricane Irene ("Irene") shall have two (2) compensatory days added to their banked time inclusive of any compensatory days previously paid for such service.
 - B. Each CE who worked in that capacity at his own assigned site or at another site designated a shelter or evacuation center during the period of Super Storm Sandy ("Sandy") shall have four (4) compensatory days added to their banked time.
 - C. Attached are the names of each CE (together with their assigned site at the time of the storm and the shelter/evacuation center they worked at during Sandy or Irene) who will receive compensatory days based on A and B above.

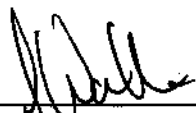
- D. The CEs listed in the attachment hereto shall be credited with the requisite number of compensatory days within 15 calendar days of execution of this Stipulation by Local 891.
3. The parties agree that the inclusion of Super Storm Sandy in this Stipulation of Settlement does not constitute and should not be construed as the Department of Education waiving the contractually mandated statute of limitations for the filing of grievances. This non-precedential Stipulation cannot be used as evidence of the Department consenting to the waiver of the statute of limitations in this matter or in any future grievances brought by L891.
 4. Both parties agree that, irrespective of this Stipulation, all matters regarding compensation, hours, assignment and any and all other mandatory subjects of bargaining are governed by the Collective Bargaining Agreement ("CBA" or "Agreement") between the parties. This Stipulation in no way modifies, replaces or supersedes the contractually bargained for provisions in the Agreement.
 5. The parties agree that the execution of this Stipulation of Settlement shall not be construed as an admission of wrongdoing by any party. The parties also agree that this Stipulation shall not constitute a precedent for the determination of any other dispute between the parties and is limited to the unique and particular facts of this case. Further, this stipulation shall not be offered in evidence for any purpose or for any administrative, judicial or other proceeding except for the purpose of enforcing the obligations and agreements contained herein.
 6. The parties agree that this Stipulation of Settlement constitutes the entire agreement of the parties in settlement of these grievances and that any and all discussions held between them leading to this agreement are merged in it.

AGREED:



ROBERT TROELLER
PRESIDENT, LOCAL 891, IUOE

Dated: APRIL 17, 2015



JOHN WALLIN, ESQ.
OFFICE OF LABOR RELATIONS
AND COLLECTIVE BARGAINING

Dated: April 22, 2015