

**AGREEMENT**  
**-between-**  
**LOCAL 94-94A-94B**  
**INTERNATIONAL UNION OF OPERATING**  
**ENGINEERS, AFL-CIO**  
**-and-**  
**LOCAL UNION NO. 891 of the**  
**INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS**  
**affiliated with the AFL-CIO**

MEMORANDUM OF AGREEMENT by and between INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 94-94A, AFL-CIO (hereinafter referred to as "Local 94"), on behalf of itself and its members as designated below, and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 891, AFL-CIO (hereinafter referred to as "Local 891"), on behalf of itself and its members as designated below.

**WITNESSETH:**

WHEREAS: 1. Local 94 is the duly recognized and designated collective bargaining representative for all full time and part time custodial employees employed by members of Local 891 in the classification of engineers, firemen, firemen-cleaners, boiler room maintenance men and coal passers (hereinafter referred to as custodial employees) under the indirect system of custodial operation in the public schools in the City of New York; and

WHEREAS: 2. Local 891 is recognized as having jurisdiction over every civil service custodian and custodian engineer (hereinafter called "custodian") employed by the Board Education of the City of New York (hereinafter called "Department of Education") under the indirect system of custodial operation in the public school system of New York City; and

WHEREAS: 3. The parties herein have heretofore entered into certain collective bargaining agreements and eleven stipulations dated February 21, 1979, November 24, 1980, January 28, 1981, May 10, 1983, July 1, 1987, July 1, 1990, October 1, 1991, January 1, 1995,

January 1, 2000, April 1, 2002 April 22,2005 and **April 22, 2006** all of which are annexed hereto and made a part hereof and now desire to continue and extend such agreements and stipulations for the purpose of maintaining and promoting the highest standards of custodial service in the public school system, providing proper working conditions, fair wages and hours and fringe benefits for custodial employees and maintaining labor peace and continuous employment in the City public schools.

NOW, THEREFORE, in consideration of the mutual premises hereinafter set forth, it is stipulated and agreed as follow:

### **COVERAGE OF AGREEMENT**

1. This agreement shall apply to all full time and part time custodial employees employed as engineers, firemen, firemen-cleaners, boiler room maintenance men and coal passers who are under the jurisdiction of Local 94 and are employed under the indirect system in a public school in the City of New York. Wherever the word employee is used in this agreement, it shall refer to such custodial employees.

2. This agreement shall apply to all the aforesaid full time and part time employees in the public schools in the City of New York, and all such employees shall be entitled to all benefits and other conditions under this agreement.

3. This agreement shall apply to all custodians set forth in the membership list of Local 891 and shall also apply to any custodian who becomes a member of Local 891 during the term of this agreement.

### **UNION RECOGNITION**

4. Local 94 is recognized as the sole exclusive bargaining representative for all full time and part time custodial employees as defined above.

5. (a) All employees as defined above shall become and remain members in good standing of Local 94 as a condition of continued employment within thirty (30) days after the signing of this agreement, or within thirty (30) days after the commencement of their employment, whichever is later, providing that such membership shall be based

solely upon payment by the employee of uniform dues and initiation fees. The custodian shall notify Local 94 when a vacancy occurs in any of the classifications covered by this agreement, the custodian shall give preferential consideration to minorities and women who are in the Local 94 bargaining unit who have demonstrated their qualifications for the position by successful completion of a recognized training program, on-the-job training by the custodian or by outside experience. This provision shall not apply to any other provisions in the Agreement, and all new employees shall be hired without discrimination against members of Local 94 and shall be competent custodial employees to the satisfaction of the custodian. The first thirty (30) days of any employee's employment shall constitute a trial period, after the expiration of which such employee shall be considered permanently employed upon his becoming a member of Local 94 and shall not be discharged except in accordance with the provisions of this contract set forth below; provided that the custodian shall have six months from the end of the 30-day trail period to verify that such employee meets the requirements of the Department of Education with respect to the health and prior criminal record of the employee. Failure of the employee to meet the Department of Education requirements shall be cause for discharge not subject to grievance or arbitration. The custodian retains the right to reject any job applicant referred by Local 94.

(b) Any new employee hired not under this agreement after January 1, 1999 will be subject to a sixty (60) day trial period.

(c) Nothing in this provision shall be construed as to prevent a custodian from promoting or demoting a custodial employee to any other custodial title, except upon such promotion or demotion the custodian must notify Local 94 with respect thereto, and such promotion or demotion shall be subject to grievance and arbitration procedure hereinafter set forth if any employee is aggrieved or prejudiced thereby. Should a custodial employee be promoted to a custodial title over which Local 94 has jurisdiction as defined above, such employee is required to become a member of Local 94 within the time limits hereinabove set forth.

6. (a) The custodian shall deduct from the wages of each member of Local 94

employed in the school to which he is assigned the Union dues for Local 94, provided that such custodial employee has executed an assignment and authorization for such deductions and that the same is filed with the custodian. The said assignment and authorization shall also provide for the deduction of the initiation fee of local 94. With the filing of said assignment and authorization, the custodian shall deduct and mail the amount of initiation fees as prescribed by Local 94 on the fifth day of the month following aforesaid filing. The custodian shall on the fifth day of each third month mail the monthly dues for the three months in advance. The right to fix other amounts as dues and initiation fees is specifically reserved to Local 94 and shall be promptly acted upon by the custodian upon due notice.

(b) Temporary and casual employees shall obtain permit cards from Local 94 within two (2) weeks after they are first employed.

(c) On the effective date of this agreement, each custodian shall submit a complete list of all custodial employees in his employment to Local 94 including full time employees and part time employees. Every third month thereafter, each custodian shall submit to Local 94, with the dues and initiation fees as above provided, the list of changes in employment, if any, during the preceding period.

#### **POLITICAL ACTION FUND**

7. Upon receipt of written authorization from any eligible employee covered by this Agreement, the Custodian shall deduct from the wages of each such employee voluntary contributions to the International Union of Operating Engineers Local 94-94A-94B Political Action Committee (the "Local 94 P.A.C.") in such amount(s) as specified in the employee's written authorization, The Custodian shall on the fifth day of each third month remit the monthly contributions to the Local 94 P.A.C. for the three months in advance. (example: January, February and March due January 5<sup>th</sup> etc...). These remittances shall coincide with the remittance of union dues as outlined in Section 6a. above. The parties agree that the employee's

authorization hereunder is voluntary and may be revoked by the employee at any time in writing. Annexed hereto as Appendix "B" is a copy of the approved authorization form.

### **LAYOFF AND TERMINATION OF EMPLOYMENT**

8. (a) In the event of a reduction in force where permissible hereunder, layoffs shall be conducted within classification in the reverse order of seniority so that the employee with the least length of service in the building will be the first to be laid off in such building. In the event a job opening occurs at said building, re-employment shall be offered to employees previously laid off in inverse order of their layoff so that laid off employees with the greatest seniority in classification shall be offered re-employment first. Any employee failing to respond to a written offer of re-employment within three (3) working days from the receipt of notice by certified mail shall forfeit his right to such employment. Recall rights shall expire six (6) months from the last day of employment before the layoff.

(b) Each custodial employee shall be required to give at least two (2) weeks' notice of termination of his employment to the custodian.

(c) Each custodian shall be required to give each custodial employee (after the trial period as set forth in Paragraph 5 (a) above) and Local 94 at least two (2) weeks' notice of the termination of his employment, except that such notice shall not be required when the employee has been discharged for just cause, or for conduct prejudicial to the care and operation of the school. Upon termination for any reason, an employee shall be paid his accumulated vacation pay.

(d) If a replacement school building is opened, qualified employees from the building it replaces will be hired if they apply within 30 days of notification of availability for work at the replacement school. The number of employees hired will be subject to the budget of the replacement building. In the event that budget constraints do not

permit all qualified employees from the school being replaced to be hired, jobs will be offered in accordance with seniority in title.

9. Each full time custodial worker shall have twelve (12) months of employment in each year and may not be discharged after thirty (30) calendar days of work, (sixty (60) days for any new employees hired not under this agreement after January 1, 1999) except for just cause. This provision shall not apply to additional custodial workers employed in a school wherein a custodian is temporarily assigned, or to employees affected by a reduction of custodial allowance or extra activities.

### **WAGES, HOURS, HEALTH & BENEFIT, ANNUITY, AND TRAINING**

10. (a) The employees covered by this agreement shall perform the duties prescribed by the custodian, subject to Union objection, and shall have such rights with respect to (i) wages, (ii) hours and working conditions, and (iii) welfare and pension benefits as are compensated for by the Department of Education.

(b) All employees shall receive an hourly wage increase in conformity with resolutions of the Department of Education as follows:

<b>TITLE</b>	<b>EFFECTIVE DATE</b>	<b>AMOUNT</b>
<b><i>Fireperson</i></b>	<b><i>April 22, 2006</i></b>	<b><i>\$.43</i></b>
	<b><i>October 22, 2006</i></b>	<b><i>\$.88</i></b>
<b><i>Coalpassers</i></b>	<b><i>April 22, 2006</i></b>	<b><i>\$.43</i></b>
	<b><i>October 22, 2006</i></b>	<b><i>\$.88</i></b>
<b><i>Stationary Engineers</i></b>	<b><i>April 22, 2006</i></b>	<b><i>\$.53</i></b>
	<b><i>October 22, 2006</i></b>	<b><i>\$1.06</i></b>

(c) The following shall be the hourly minimum hiring rates for the classification of employees set forth herein as follows:

<b>TITLE</b>	<b>4/22/2006</b>	<b>10/22/06</b>
<b><i>Engineer</i></b>	<b><i>\$22.32</i></b>	<b><i>\$23.38</i></b>
<b><i>Fireperson</i></b>	<b><i>\$19.80</i></b>	<b><i>\$20.68</i></b>
<b><i>Coalpasser</i></b>	<b><i>\$19.45</i></b>	<b><i>\$20.33</i></b>

(d) Employees shall receive wages prescribed by the Department of Education for their particular title, and shall not receive any other wage rate when (1) they are assigned to relieve a custodian or other employee during a luncheon period, or (2) they are temporarily assigned to do work in case of emergencies.

(e) The prescribed hours of work for all full time custodial employees in effect during this agreement shall be a minimum of forty (40) hours per week, and the prescribed hour of work for a part time employee in effect during this agreement shall be a minimum of seventeen (17) hours per week. The full time work week shall consist of forty (40) hours per week at regular time and shall be divided into five (5) day, eight (8) hours per day. Employees covered by this agreement shall be paid time and one-half the regular hourly rate for all hours worked in excess of forty (40) hours in any one work week. All work performed in excess of eight (8) hours per day, five (5) days per week of forty (40) hours per week, or on Saturday or Sunday shall be paid for at the rate of time and one-half. An employee called to work on Saturday or Sunday shall be guaranteed a minimum of two (2) hours employment on that day. Sunday work shall consist of those operational duties that are required to protect the building and equipment in accordance with the standards of care as required by the rules and regulations of the Department of Education. There shall be no staggering of hours or split shifts, and the hours of work in each day shall be consecutive, except with the written approval of Local 94.

(f) Each worker shall receive a lunch period approximately midway during his shift. Where a worker is required to be on call during his lunch period and is requested to

do any work by the custodian, he shall receive his full regular rate of pay for the lunch hour.

(g) In accordance with resolutions of the Department of Education, there shall be a contribution of forty-four (\$.44) cents per hour for each and every employee covered by this agreement, whether such employee is a member of the Union or not, and which contribution shall be paid by the Department of Education on behalf of each such employee and transmitted by the Department of Education in accordance with its resolution: (1) prior to October 4, 1984, to the Engineers Union Local 94-94A-94B School Employees Welfare Fund and held in trust pursuant to the terms and provisions of a trust agreement dated the 1st day of July 1959, as amended, and (2) on and after October 4, 1984, to the Health and Benefit Trust Fund of the International Union of Operating Engineers, Local 94-94A-94B, AFL-CIO, and held in trust pursuant to the terms and provisions of a trust agreement dated the 4th day of October, 1984, for the purpose of providing insurance and welfare benefits to employees of custodians, employees of Local 94 and employees of the Health and Benefit Trust Fund, whether such employees are presently employed, will be employed in the future or have been employed in the past, together with payment of reasonable administration costs. Effective October 15, 1982 such contribution shall be increased to fifty-nine cents (\$.59) per hour in accordance with resolutions of the Department of Education. An additional four cents (\$.04) per hour will be paid on behalf of such employee for the period July 1, 1983 to May 31, 1984. On June 1, 1984, the hourly rate will revert back to fifty-nine cents (\$.59) per hour. Effective July 1, 1984, such contributions shall be increased to eighty cents (\$.80) per hour, effective July 1, 1985 to one dollar and one cent (\$1.01) per hour, and effective July 1, 1986 to one dollar and fourteen cents (\$1.14) per hour, and effective July 1, 1988 to one dollar and eighteen cents (\$1.18) per hour and effective July 1, 1989 to one dollar and twenty-three cents (\$1.23) per hour and effective July 1, 1990 to one dollar and twenty-eight cents (\$1.28) per hour and effective July 1, 1991 to one dollar and thirty-five cents (\$1.35) per hour and effective July 1, 1992 to one dollar and forty-five and two tenths cents (\$1.452) per hour. Effective March 26, 1993 an increase to one



dollar and fifty and two tenths cents (\$1.502) per hour and effective July 1, 1993 to one dollar and sixty-four cents (\$1.64) per hour and effective March 26, 1994 to one dollar and sixty-nine cents (\$1.69) per hour and effective July 1, 1994 to one dollar and eighty-three and three tenths cents (\$1.833) per hour and effective September 9, 1994 to one dollar and ninety-one and three tenths cents (\$1.913) per hour, effective April 1, 1997 to one dollar and ninety-six and six tenths cents (\$1.966) per hour, effective December 1, 1997 to two dollars and one and four tenths cents (\$2.014) per hour, effective April 1, 1998 to two dollars and six and two tenths cents (\$2.062) per hour, effective July 1, 1998 to two dollars and thirteen and eight tenths cents (\$2.138) per hour, effective March 1, 1999 to two dollars and twenty-six and seven tenths cents (\$2.267) per hour, and effective July 1, 1999 to two dollars and thirty-four and six tenths cents (\$2.346) per hour, effective January 1, 2000 to two dollar and thirty six and eight tenths cents (\$2.368) per hour, effective July 1, 2000 to two dollars and forty nine and eight tenths cents (\$2.498) per hour, effective July 1, 2001 to two dollars and sixty six and nine tenths cents (\$2.669) per hour, effective July 1, 2002 to two dollars and eighty and four tenths cents (\$2.804) per hour, effective July 1, 2003 to two dollars and ninty four and two tenths cents (\$2.942) per hour, effective July 1, 2004 to three dollars and thirteen and eight tenths cents (\$3.138) per hour, effective July 1, 2005 to three dollars and thirty two and five tenths cents (\$3.325) per hour, **effective July 1, 2006 to three dollars and fifty two and two tenth cents(\$3.522) per hour, effective July 1, 2007 to three dollars and seventy five and four tenths cents (\$3.754) per hour.**

(h) No custodian and no employee shall have any right, title, or interest in and to the said Fund or the administration thereof, or any claim against said Fund, Local 94, Local 891 or any member of Local 891, except the right to obtain benefits as provided by the Trustees of said Fund in accordance with the rules, regulations and provisions established or adopted thereunder. The discretion of the Trustees as to the administration and use of the trust fund shall be final and conclusive. At all times there shall be an equal number of Trustees representing employees, which trustees shall be designated by Local 94, and Trustees representing the employers.

(I) In accordance with resolutions of the Department of Education, there shall be effective July 1, 1986 a contribution of seventy-five cents (\$.75) per hour and effective July 1, 1987 eighty cents (\$.80) per hour and effective July 1, 1988 eighty-five cents (\$.85) per hour and effective July 1, 1989 ninety cents (\$.90) per hour and effective July 1, 1991 ninety-five cents (\$.95) per hour and that amount to continue thru December 31, 1994, and effective March 1, 1999 to one dollar and twenty-five cents per hour (\$1.25), effective January 1, 2000 to one dollar and thirty six and five tenths cents (\$1.365) per hour, effective January 1, 2001 to one dollars and forty six and seven tenths cents (\$1.467) per hour, effective January 1, 2002 to one dollars and fifty and six tenths cents (\$1.506) per hour, effective April 1, 2003 to one dollar and sixty five and nine tenths cents (\$1.659) per hour , effective April 1, 2004 to one dollar and seventy six and three tenths cents (1.763) per hour, effective April 22, 2005 to one dollar and ninety three and two tenths cents (\$1.932) per hour.

for each and every employee covered by this agreement, whether such employee is a member of the Union or not, and such contribution shall be paid by the Department of Education to the Central Pension Fund of the International Union of Operating Engineers and held in trust by that fund under an agreement and declaration of trust dated the 7th day of September, 1960, as amended. Such trust shall be administered by an equal number of union and employer trustees in accordance with all provisions of law, for the purpose of providing pensions, retirement benefits and /or annuities for employees, and employees of all other employers similarly situated, all in accordance with the rules, regulations and Pension Plan adopted by the Trustees of said fund. No custodian and no employee shall have any right, title or interest in and to said fund or the administration thereof, or any claim against said fund or against Local 94, Local 891 or any member of Local 891, except the right to obtain the benefits as provided by the Trustees of said fund in accordance with the rules, regulations and provisions adopted or established thereunder. Such pension contributions shall be in addition to all other wage payments and benefits provided for in this agreement.

(j) In accordance with a resolution of the Department of Education there shall be a

contribution of twenty-five cents (\$.25) per hour effective October 15, 1982, and increased to forty-seven cents (\$.47) per hour effective July 1, 1983 and to sixty-five cents (\$.65) per hour effective July 1, 1986 and to seventy cents (\$.70) on July 1, 1987 and to eighty-one and a half cents (\$.815) on July 1, 1988 and to ninety-two and a half cents (\$.925) on July 1, 1989 and to ninety-eight and a half cents (\$.985) on July 1, 1990 and to one dollar and one and a half cents (\$1.015) on July 1, 1991 and continued to December 31, 1994, *and to one dollar and nine cents (\$1.09)* per hour on April 1, 1997, and to one dollar and nineteen cents (\$1.19) on April 1, 1998, and to one dollar and thirty-one and five tenths cents (\$1.315) on March 1, 1999, and effective January 1, 2000 to one dollar and forty two and nine tenths cents (\$1.429) per hour, effective January 1, 2001 to one dollars and fifty three cents (\$1.530) per hour, effective January 1, 2002 to one dollars and fifty six and eight tenths cents (\$1.568) per hour, effective April 1, 2003 to one dollar and sixty six and eight tenths cents (\$1.668) per hour, effective April 1, 2004 to one dollar and seventy six and eight tenths cents (\$1.768) per hour, effective April 22, 2005 to one dollar and ninety three and seven tenths cents (\$1.937) per hour.

with no additional increases for each and every employee covered by this Agreement, whether such employee is a member of the Union or not, and which contribution shall be paid by the Department of Education on behalf of each such employee and transferred by the Department of Education in accordance with its resolution to the Engineers Union Local 94-94A-94B Annuity Fund and held in trust pursuant to the terms and provisions of a trust agreement dated January 1, 1982, as amended, for the purpose of providing annuity benefits to employees of custodians, employees of Local 94 and employees of the Annuity Fund, whether such employees are presently employed, will be employed in the future or have been employed in the past, together with payment of reasonable administration costs.

(k) In accordance with a resolution of the Department of Education there shall be a contribution of two cents (\$.02) per hour effective July 1, 1987 and increased to four cents (\$.04) per hour effective July 1, 1988 and increased to six cents (\$.06) per hour July 1, 1989 for each and every employee covered by this agreement, whether such employee is a member of

the Union or not and such contribution shall be paid by the Department of Education to the Local 94-94A-94B International union of Operating Engineers Training Fund.

The Employer agrees to be bound by the Trust Agreements of each of the Funds described in this Agreement.

Payments to the above Funds shall be made on behalf of all employees covered by this agreement whether that employee is a member of Local 94 or not.

(l) Local 94 recognizes that neither Local 891 nor any custodian or custodian engineer has possession or control over any monies to be contributed to any of said Funds pursuant to this agreement.

(m) All employees must be available for snow removal upon request of the custodian, unless a justified excuse can be shown.

(n) All employees shall receive a shift differential equal to 5% of the employee's basic hourly rate, which differential shall be paid for each hour worked between 6:00 p.m. and 8:00 a.m., provided, however, that the employee's daily work period has been regularly scheduled for at least thirty (30) days and such work period begins between 12:00 noon and 12:00 midnight. At the end of such thirty (30) day period, the shift payment shall be retroactive to the starting date of the shift, but not earlier than the effective dates of the differential rates fixed in this paragraph. For this purpose, "basic hourly rate" excludes overtime pay. No shift differential shall apply to any overtime hour for which the employee is paid at a premium rate. This shift differential shall apply to full time employees only as defined above.

(o) Employees will be paid once in each two week period provided there is a timely transmission of funds from the Department of Education.

#### **HOLIDAY AND DAY OF REST**

**11.** (a) The following are holidays for which all employees shall receive their regular hourly wage rate for the number of regular hours they would have worked on that day if such day had not fallen on a holiday:

New Year's Day

Labor Day

Lincoln's Birthday

Columbus Day

Washington's Birthday

Election Day

Good Friday

Veteran's Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

(b) In addition to the holidays set forth above, employees shall receive any special holiday declared by the Central Department of Education for administrative employees. The Friday After Thanksgiving, Rosh Hashanah (both days) and/or Yom Kippur shall be additional holidays if the Central Department of Education shall declare schools to be closed on any such days. If required to do so by the custodian, an employee shall work on any such holidays, Such required holiday work shall be paid for at the rate of time and one-half in addition to the holiday pay provided for herein. An employee required to work on a holiday shall be guaranteed at least two (2) hours pay at the premium rate. When a holiday falls on a Saturday, each employee shall be given an additional day off with pay which shall be added to the vacation allowance given each employee as set forth below.

(c) In addition to the holiday scheduled above, each employee shall be given one (1) personal day of paid leave per year which may be used for personal absence or at the option of the employee, added to the employee's vacation. An employee desiring to take the day off during the year shall give prior notice to the custodian.

(d) The following holidays will be worked at the regular rate of pay and an additional day off for each holiday will be given to the employee upon giving prior notice to the custodian:

Election Day

Veterans Day

**12.** All employees shall have at least one (1) day of rest every seven (7) days. Twenty-four (24) hours shall constitute a full day of rest.

## VACATIONS

13. (a) Each employee covered by this agreement shall receive a vacation with pay according to the following schedule:

0 to 1 Year of Service.....	1 working day per month of service to a total of 10 working days
1 to 5 Years of Service.....	17 consecutive working days
5 to 20 Years of Service.....	24 consecutive working days
20 Years or More of Service.....	25 consecutive working days

(b) All vacations shall commence as of Monday, unless changed by agreement between the parties hereto. Vacation schedules shall be set forth and posted thirty (30) days prior to the vacation period, but no later than June 1st of any year. Length of service for determining an employee's vacation shall not be curtailed because of transfer of a custodian or transfer of such employee.

(c) Upon leaving employment for any reason, an employee, including a part time employee, shall be entitled to vacation accrual allowance computed on his length of service as provided in the schedule above, based on the elapsed time from the previous vacation or from the date of his employment, whichever is later, to the date of his leaving. Such accrual shall be based upon the total length of service of the employee in accordance with the above schedule. All vacation pay shall be sent to the employee at an address designated by him if he so requests.

*(d) Preference for vacation picks shall be made by building seniority within titles covered by this agreement, such preference shall be unincumbered by other titles within each building.*

## SICK LEAVE

14. (a) Each employee shall receive ten (10) days of paid sick leave per year. During the first year of employment, sick leave shall be earned at the rate of one day per month served up to an annual maximum of ten days. After one year, sick leave shall be

earned at the rate of two (2) days per month served up to a maximum of ten days. Any unused sick leave shall be accumulated from year to year up to a total of sixty-five (65) days of sick leave and commencing December 10, 1985, to a total of one hundred (100) days of sick leave. In the event that an employee is out on sick leave for three (3) consecutive days, he shall submit a doctor's certificate or other evidence of illness satisfactory to the custodian by whom he is employed. If possible, the employee shall notify the custodian at least two (2) hours prior to the beginning of his scheduled work time by telephone or in person if he is unable to report for work because of illness or any other reason.

(b) If an employee transfers from one school to another, he shall take with him his full accumulated sick leave at the time of transfer, including full unused sick leave for the current year, provided he is in continuous employment in accordance with the rules of the Department of Education pertaining thereto. The employer shall provide each employee with a statement showing his accumulated sick leave up to the end of the prior year during the month of January of each year.

(c) Effective December 10, 1985, all employees who have been employed in the bargaining unit for ten (10) years or more and who have at least thirty (30) days of accumulated sick leave shall receive one (1) day's pay for each two (2) days of unused sick leave upon leaving employment for any reason other than being discharged for cause.

#### **PAYMENT OF WAGES**

**15.** The custodian shall furnish each custodial worker an itemization of the wages due him or her, which itemization shall specify all deductions required to be made therefrom. All wages shall be paid in cash or check. In the event that an employee is paid by check, he shall receive one-half hour off on pay day for the purpose of cashing of his check.

**15A.** An additional two weeks shall be afforded to custodian engineers responsible for making retroactive wage increase payments to employees at schools other than the custodian's regular assignment.

**15B.** Effective November 1, 1994, employees on the day crew will be paid at 9:00 A.M. on Friday or at the beginning of their shift, for employees scheduled to begin work later than 9:00 A.M. The evening crew will be paid Thursday night.

### **SENIORITY**

**16.** (a) Length of service for the purpose of Section 13 of the collective bargaining agreement (vacations) and Section 14 of the collective bargaining agreement (sick leave) shall be deemed to include total length of service as a custodial worker within the New York City Public School System. For all other purposes, length of service and seniority shall be the length of time an employee has been a custodial worker in title within the building.

(b) In order to accrue benefits which are based in length of service, an employee must be employed with substantial continuity. Any employee who has incurred a break in service for more than thirty (30) consecutive calendar days and subsequently obtains another job as a custodial worker, shall be deemed a new employee for all purposes.

*If an employee is discharged or quits his employment, the thirty (30) days shall begin to run from the day following the last day worked.* Any employee who has been laid off pursuant to Section 8 of the collective bargaining agreement and recalled within six (6) months, shall not suffer a break in service.

(c) Any employee who was out on long-term disability shall, upon request of the employer, be required to furnish medical evidence of such continued disability and the most recent prognosis as to when such employee will be able to return to work. The failure of an employee to produce the above information after written request of the employer will give the employer the right to permanently replace such employee.



## **DISCRIMINATION**

**17.** There shall be no discrimination by the custodian among the custodial employees because of religion, color or national origin or to a custodial employee designated by Local 94 as its representative in the school, provided that such representative for Local 94 does not interfere with the custodial duties required to be performed.

## **DEATH IN THE FAMILY**

**18.** An employee who has a death in his immediate family (parent, spouse, child, brother, sister, mother-in-law or father-in-law) shall be entitled to time off with pay not to exceed four (4) working days. Pay for such days shall be at the standard time rate for a normal working day. The employee will be required to submit proof of said death.

## **JURY DUTY**

**19.** Employees required to serve on a jury shall be paid for their normal work day, but not to exceed eight (8) hours in any day upon which they serve. Unless the employee excused for jury duty endorses the check for services rendered as juror to the Administrator of Business Affairs, there shall be deducted from his salary an amount equal to the sum which he is entitled to receive from the appropriate governmental agency for his performance of such jury duty.

## **GRIEVANCE MACHINERY**

**20.** All disputes arising between the parties, including disputes between a member of Local 94 and a member of Local 891, and also including any question concerning the interpretation, application or breach of any of the provisions or terms of this agreement, must be submitted in writing to the other party no later than five (5) working days from the date of occurrence of the grievance. The Local 891 Borough Representative and Local 94 Business Representative will have ten (10) working days from the date of the notification to resolve this grievance. If the grievance is not resolved by the Representatives, then the matter shall be

referred to the Joint Grievance Committee. If the grievance is not resolved by the Committee within ten (10) working days, then either party may submit the dispute to arbitration, to an arbitrator mutually selected by the parties. In the event the parties cannot agree, an arbitrator will be designated by the American Arbitration Association. Any grievance or claim or charge that any provision of this agreement has been violated by one of the parties or has been interpreted by one of the parties erroneously, arbitrarily or unfairly to the detriment or disadvantage of the other or of a member of the other, shall constitute an arbitrable dispute hereunder. The parties to the contract shall be the only parties who can participate in the arbitration procedure. The decision of such arbitrator shall be final and binding upon the parties hereto. Local 891, I.U.O.E. or any successor custodian shall not be held responsible for any money damages by reason of the individual act or omission of a predecessor custodian-engineer.

#### **MISCELLANEOUS PROVISIONS**

**21.** Local 891, by affixing its signature hereto, does not concede that it and its members constitute an association of employers or individual employers, nor does it concede that they are subject to the Unemployment Act, Social Security Act, Workmen's Compensation Act or any other statute which may impose upon them the duties or obligations of employers; nor does Local 891 or its members in any case waive any of their rights and privileges as civil service employees of the Department of Education, and nothing herein shall violate any of their duties or injure any of their rights, privileges or status as civil service employees; this agreement is further without prejudice to any right or claim on the part of Local 94 or its members concerning the employer status of the member of Local 891 or the rights of its members to obtain the benefits of the Unemployment Insurance Act, the Social Security Act, the Workmen's Compensation Act or any other statute granting benefits to employees.

**22.** It is understood and agreed that no provision of this agreement shall be enforced by any of the parties hereto, where the application or enforcement would be in violation of, or contrary to, any paramount State or Federal Law.

23. No custodian shall refuse permission to any authorized representative of Local 94 to enter upon the school premises to which such custodian is assigned within reasonable hours. Such representative shall inform the custodian of his presence upon arrival at the premises.

**COMPLETE AGREEMENT**

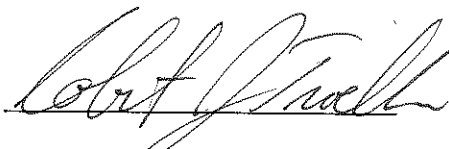
24. The parties agree that the foregoing constituted the entire agreement between the parties and that no oral modification or enlargement of the terms and provisions may be made at any time by reason of custom or practices prevailing in this or any similar employment; and that there shall be no demands for collective bargaining negotiations or alleged disputes or grievances as to any matter or issue not covered by the specific terms and provisions of this agreement.

**EXPIRATION OF AGREEMENT**

25. Wherever so indicated above this agreement shall become effective as of the **22nd day of April 2006**, or at such other date as is specifically set forth, and shall continue in full force and effect until the **21th day of October 2007**.

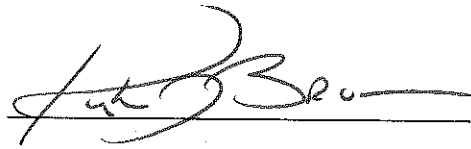
IN WITNESS WHEREOF, the parties have executed this agreement this 14<sup>TH</sup> day of JANUARY 2009.

LOCAL 891, INTERNATIONAL  
UNION OF OPERATING  
ENGINEERS, AFL-CIO



Robert Troeller  
President

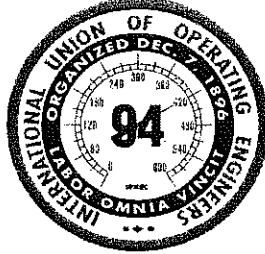
LOCAL 94-94A, INTERNATIONAL  
UNION OF OPERATING  
ENGINEERS, AFL-CIO



Kuba J. Brown  
Business Manager/President

**Appendix B**

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 94-94A POLITICAL ACTION COMMITTEE



VOLUNTARY CONTRIBUTION CHECKOFF AUTHORIZATION FOR  
POLITICAL CONTRIBUTIONS FROM WAGES

I hereby authorize and direct that

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**NAME OF EMPLOYER (Please print)**

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**ADDRESS OF EMPLOYER (Please print)**

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for whom I work and which is signatory to a collective bargaining agreement with the International Union of Operating Engineers Local 94-94A ("Union"), deduct from my wages the sum of \$\_\_\_\_\_ per month for all months or partial months of work or compensated leave time, and to remit such amount to the International Union of Operating Engineers Local 94-94A Political Action Committee ("Local 94 PAC"), 331-337 West 44 Street, New York, NY 10036 at such times as Union dues and fees and other remittances are made to the Union.

This contribution is voluntarily made by me upon the specific understanding that: (1) the making of such voluntary contributions is not a condition of my membership in the Union or of my employment with my employer; (2) I may contribute a greater or lesser amount than that suggested or requested by the Union and I will not be favored or disadvantaged for doing so; (3) I may refuse to contribute without reprisal; and (4) I fully understand that Local 94 PAC uses the monies it receives solely to make political contributions and expenditures and/or to defray the lawful administrative expenses of Local 94 PAC.

This authorization shall remain in full force and effect until revoked by me in writing.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**(Please print)**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Date: \_\_\_\_\_

Job Classification: \_\_\_\_\_ Job Location: \_\_\_\_\_

\*\*\*\*\*

Contributions or gifts to the Local 94 PAC are not deductible as charitable contributions for Federal income tax purposes. A copy of the Local 94 PAC report is filed with the Federal Election Commission ("FEC") and is available upon request from the FEC in Washington, D.C.

The Employer will deduct \$\_\_\_\_\_ per month for all months or partial months of work or compensated leave time for which the employee receives wages under the terms of the collective bargaining agreement, on the basis of the Employer's receipt of individually signed voluntary authorized deduction forms. It is agreed by the Union and the Employer that these authorized deductions/contributions to Local 94 PAC are not conditions of my membership in the Union or of my employment with the Employer and that the Local 94 PAC will use such monies to make political contributions in connection with Federal, State, and local elections. Payments of monies deducted from employee wages in connection herewith shall be made by the Employer by a separate check to Local 94 PAC and shall be remitted to the Union at its offices located at 331-337 West 44th Street, New York, NY 10036, at the same time the Employer remits dues to the offices of the Union.

The costs of administering this payroll deduction for Local 94 PAC is incorporated into the economic packages provided under the terms of the collective bargaining agreement and the parties acknowledge that the Local 94 has, through its negotiations with the Employer upon the terms of a collective bargaining agreement exchanged valuable consideration with the Employer to offset the costs to the Employer of such administration.