

**AGREEMENT**

**-between-**

**LOCAL UNION NO. 32BJ of the SERVICE  
EMPLOYEES INTERNATIONAL UNION,**

**and**

**LOCAL UNION NO. 891 of the  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS, AFL-CIO**

**for the period**

**APRIL 22, 2006 to October 21, 2007\***

**AGREEMENT by and between LOCAL UNION NO. 32BJ SERVICE  
EMPLOYEES INTERNATIONAL UNION, CLC, hereinafter referred to as "Local 32BJ"  
and LOCAL UNION NO. 891 of the INTERNATIONAL UNION OF OPERATING  
ENGINEERS, AFL-CIO, CLC, hereinafter referred to as "Local 891", as collective  
bargaining agent for the Civil Service Custodian Engineers.**

**WHEREAS, Local 32BJ is recognized as the collective bargaining agent for all  
employees of Custodian Engineers with the exception of certain classes of employees  
hereinafter enumerated; and**

**WHEREAS, Local 891 is recognized as having jurisdiction over the Custodian  
Engineers employed by the Board of Education of the City of New York (hereinafter  
referred to as the "Department of Education") under the indirect system of custodial  
operation in the public schools of the City of New York; and**

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\* Except that certain Benefit Fund changes take effect on June 1, 2008.

**WHEREAS, the parties hereto are desirous of maintaining and promoting the highest standards of custodial service in the New York City School System, and at the same time, provide proper standards of working conditions, wages and hours for said custodial workers.**

**NOW, THEREFORE, it is mutually agreed as follows:**

- 1. This Agreement shall apply to all custodial workers hereinbefore described as coming under the jurisdiction of Local 32BJ and to all Custodian Engineers set forth in the membership list of Local 891. Local 32BJ shall not engage in any formal negotiations relating to this contract without the participation of Local 891.**
- 2. Local 32BJ is recognized as the collective bargaining agent for all employees of all members of Local 891, hereinafter known as the "Custodian Engineers" with the exception of certain classes of employees hereinafter set forth and employed by Custodian Engineers in buildings having a floor area greater than fifty five thousand (55,000) square feet. In those buildings, employees employed as engineers, firemen or coal passers are in the bargaining unit represented by Local 94 of the International Union of Operating Engineers, AFL-CIO, CLC. All other employees employed in buildings having a floor area greater than fifty five thousand (55,000) square feet are in the bargaining unit represented by Local 32BJ.**
- 3. It shall be a condition of employment that all employees covered by this Agreement shall become and remain members of the Union on the 31<sup>st</sup> day following the date of execution of this Agreement or the commencement of their employment, whichever is later. The requirement of membership under this Section is satisfied by the**

payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.

Upon receipt by the Custodian Engineer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because the employee has not met the requirements of this Section, unless the Custodian Engineer questions the propriety of doing so, the employee shall be discharged within fifteen (15) days of the letter if prior thereto the employee does not take proper steps to meet the requirements.

No employee shall be required to pay dues during the first thirty (30) days of employment. This Section does not in any way change the one hundred twenty (120) day trial period provided for in Section 8 of this Agreement. Nothing in this Section shall be construed as to prevent a Custodian Engineer from promoting or demoting a member of his custodial staff, without prejudice, for any reason whatsoever, except that upon such promotion or demotion, the Custodian Engineer must notify Local 32BJ with respect thereto, and Local 32BJ, if it so elects, may process a grievance, and such employee, if he falls within the custodial title over which Local 32BJ has jurisdiction, is required to comply with the provisions of this Section. In the event of a change of title of the custodial employee, as herein provided, the Custodian Engineer shall be given a trial period of one hundred twenty (120) days to determine whether such change of title shall remain in effect and, if not, then the custodial employee shall be returned to his former title, without loss of seniority.

#### **4. DUES**

The Custodian Engineer shall, on or before the fifth day of January, April, July and October of each year during which this contract is in effect, deduct from the wages of each employee, the uniform dues or agency fees for the current three (3) month period, and initiation fees, if applicable, provided that such custodial employee has

executed an assignment and authorization for such deductions and that the same is filed with the Custodian Engineer. The employer shall deduct initiation fees from the wages of each employee so authorizing in eight (8) equal installments, commencing with the first payroll period after the thirtieth day of employment. In the event that such deductions do not commence as required herein, deductions will nevertheless be made in such a manner as to provide for full deduction of initiation fees no later than the eighth payroll period commencing with the first payroll period after the thirtieth day of employment. On or before January 5th dues shall be deducted for the months of January, February and March. On or before April 5th, dues shall be deducted for the months of April, May and June. On or before July 5th, dues shall be deducted for the months of July, August and September. On or before October 5th, dues shall be deducted for the months of October, November and December. When new employees are employed, the Custodian Engineer shall deduct the uniform initiation fees as set by Local 32BJ from each employee so authorizing. The Custodian Engineer shall hold such sums deducted from each of his employees and transmit them promptly to Local 32BJ in accordance with the schedule above set forth. The Custodian Engineer shall not make any charges for deducting or remitting such sums deducted and collected by him. Fines and assessments shall likewise be deducted by the Custodian Engineer from the wages of each of said employees upon written notification by the union to the Custodian Engineer. Initiation fees, fines and assessments shall be mailed to the union within two (2) weeks after notification is sent by Local 32BJ to the Custodian Engineer.

The right to fix certain amounts as uniform dues and initiation fees is specifically reserved by Local 32BJ and shall be promptly acted upon by the Custodian Engineer upon due written notice to the President of Local 891.

**5. COMMITTEE ON POLITICAL EDUCATION (COPE)**

The employer shall check off contributions to the American Dream Fund or any successor Political Action Fund, as billed by Local 32BJ from the wages of each employee for whom it receives a separate authorization. Such contributions shall be remitted on the same schedule as Union dues/agency fees outlined in Section 4.

**6. NOTICE OF NEW HIRE – VACANCY AND PROMOTIONS**

(a) The Custodian Engineer shall notify Local 32BJ on the hiring of all employees within twenty (20) days of their date of hire. The notice shall be in writing, on forms agreed to by Local 891 and provided by Local 32BJ to each Custodian Engineer. Local 32BJ shall accept notification of new hires by fax from the Custodian Engineer.

(b) In the event of a vacancy or a promotion to a position of handyperson, fireperson or stationary engineer, seniority shall be a factor in the Custodian Engineer's hiring or promoting decision. This provision shall not apply to preference for shift-changes which are covered by Section 10 of the collective bargaining agreement.

To the extent the Custodian Engineer is required by court order (including a consent decree) to do so, the Custodian Engineer in his/her hiring or promoting decisions shall give preferential consideration to minorities and women, including but not restricted to cleaners employed in the building who have demonstrated their qualifications for the position by successful completion of a recognized training program, on-the-job training by the Custodian Engineer or by outside experience:

(c) If a custodial employee has been passed over for a promotion to an open position, the employee may request a written explanation from the Custodian Engineer as to the reason(s) for the Custodian Engineer's decision. Upon request, the Custodian Engineer will furnish a written explanation within a reasonable period of time. The exclusive remedy that an arbitrator may award for failure of a Custodian Engineer to provide a written explanation to the custodial employee of the reason(s) he or she has been passed over is an order requiring the Custodian Engineer to furnish the written explanation. The written explanation may not serve as the basis for, or be introduced as evidence at, any arbitration proceeding.

Nothing herein shall be construed as guaranteeing any custodial employee a right to a promotion.

#### **7. NOTICE OF TERMINATION**

(a) Each permanent custodial worker shall be required to give at least two (2) weeks notice of termination of his employment to the Custodian Engineer.

(b) Each Custodian Engineer shall be required to give each permanent custodial worker at least two (2) weeks notice of the termination of his employment, except that such notice shall not be required where the conduct of the custodial worker has been prejudicial to the care or operation of the school.

#### **8. CONDITIONS OF EMPLOYMENT**

Each permanent custodial worker shall have twelve (12) months of employment in each year and may not be discharged after one hundred twenty (120) calendar days of work, except for just cause, provided that for employees hired in a title before November 1, 1991, the probationary period shall be ninety (90) days. This provision shall not apply to additional custodial workers employed in a school wherein a Custodian

Engineer is temporarily assigned or to employees affected by a reduction in custodial allowances or extra activities. However, a Custodian Engineer shall have six (6) months from the end of the employee's one hundred twenty (120) days (ninety (90) days for employees hired in a title before November 1, 1991) trial 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.

#### **9. JOB DUTIES - WAGES**

The employees covered by this Agreement shall perform the duties prescribed by the Custodian Engineer, subject to objection, grievance and arbitration procedure by Local 32BJ, as provided herein, and shall have such other rights with respect to hours and working conditions as are set forth by this Agreement and shall be entitled to receive such wages as are prescribed and compensated for by the Department of Education and incorporated in Schedule A of this Agreement.

#### **10. HOURS**

Full time employees covered by this Agreement shall have a five (5) day, forty (40) hour week, commencing on Monday and ending on Friday. All employees shall be ready to commence work at the starting time of their shifts. All work performed in excess of eight (8) hours per day, five (5) days per week or forty (40) hours per week, or on Saturday or Sunday, shall be paid at the rate of time and one-half (1 1/2).

In calculating holidays, sick leave or vacation time, the maximum amount paid for a full time employee is eight (8) hours per day. For a part time employee, the holiday, sick leave or vacation time shall be based on the employee's hours and days worked in accordance with that employee's schedule. Overtime will not be used in the calculation of holiday, sick leave or vacation time.

Cleaners' overtime shall be distributed equally among the cleaners in each building. Any abuse of overtime shall be subject to the grievance and arbitration procedure.

Shift changes shall not be made without consideration of an employee's seniority, nor shall an employee's regular assignment be changed without good and sufficient cause. There shall be no staggering of hours. The hours of work in each shift shall be consecutive. . Effective the date this Agreement is signed, the Employer may split shifts, provided, however, that no current employee shall have his or her shift split as a result of the provision.

#### 11. SHIFT DIFFERENTIAL

Each employee shall be entitled to a shift differential of five percent (5%) for each hour's work between 6:00 p.m. and 8:00 a.m., provided that the employee's daily work period has been scheduled for at least thirty (30) consecutive days and such daily work period starts between 12:00 noon and 12:00 midnight. Payment of the shift differential shall be made to each employee retroactive to the starting date of the shift. The shift differential shall apply to full-time employees only. Shift differential shall not apply to



overtime hours worked, inasmuch as employees working overtime will receive the overtime rate of pay.

## **12. HOLIDAYS**

The following are holidays for which the custodial workers shall be paid if they are scheduled to work on that day: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Election Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day and any other holidays declared by the Department of Education.

The Department of Education has designated Election Day and Veterans Day as work days and employees shall be granted an additional leave day for such day worked as well as for the day after Thanksgiving, in the event that it is designated, by the Department, as a work day. Lincoln's Birthday shall be celebrated as designated by the Department.

The Friday after Thanksgiving, Rosh Hashanah (both days) and/or Yom Kippur shall be additional holidays if the Department of Education shall declare schools to be closed on any such days. It is understood by the parties that when any of the above-named Jewish holidays falls on a Saturday, they will not be considered as school holidays.

If required to work on any holiday, the custodial workers shall be paid additional compensation therefor at time and one-half (1 1/2) (equal to two and one-half (2 1/2) times the hourly rate).

There shall be no work performed on holidays, except for those operational duties required to protect buildings or equipment.

Any employee called in to work on a holiday, or on Saturday or Sunday, shall be guaranteed a minimum of two (2) hours work. If any holiday shall fall on a Saturday, the employee shall receive an additional paid day's vacation therefor. This provision shall be applicable to all employees covered by this Agreement.

### 13. JURY DUTY

Employees shall be paid wages for their normal work day for each day during which they serve on jury duty, not to exceed eight (8) hours wages per day. Any compensation received by the employee for jury duty service shall be deducted from the employee's regular daily wages paid him for his jury duty service.

### 14. VACATIONS

Subject to Section 10. herein, each employee shall be given a vacation based on the following schedule:

Less than one (1) year of service

One (1) day per month to a maximum of ten (10) working days

One (1) year but less than five (5) years

Seventeen (17) consecutive working days

Five (5) years but less than twenty (20) years

Twenty four (24) consecutive working days

Twenty (20) years or more

Twenty five (25) consecutive working days

All vacations shall commence as of Monday, unless changed by Agreement between the parties hereto. Vacation schedules shall be set up and posted thirty (30) days prior to the vacation period. No employee covered by this Agreement shall suffer a loss of vacation or a loss in length of service for determination of his vacation due to transfer of the Custodian Engineer or to his own transfer.

Employees who have been employed for less than one (1) year at the time of leaving the job shall also be entitled to a vacation accrual allowance based upon the schedule for employees who have been employed for less than one (1) year. Employees who have been employed for one (1) year or more at the time of leaving the job shall be entitled to a vacation accrual allowance based upon the vacation schedule for employees who have been employed for one (1) year or more, more than five (5) years, or more than twenty (20) years, as the case may be.

The vacation year, for accrual purposes, shall run from July 1st through June 30th. Preference for vacation picks shall be made by building seniority.

#### **15. PERSONAL BUSINESS**

Each employee shall be granted a day in addition to vacation, which may be taken at any time during the year for personal business purposes. The employee must give reasonable prior notice to the Custodian Engineer of intention to take the additional day for personal business. In the event the day is not used for personal business, it will be added to the employee's regularly scheduled vacation.

## **16. WAGES STATEMENTS**

The Custodian Engineer 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. Wages shall be paid bi-weekly and employees on the day crew will be paid at 9:00A.M. on Friday or at the beginning of their shift for employees scheduled to begin work later than 9:00A.M. The evening crew will be paid Thursday night.

## **17. DISCRIMINATION**

There shall be no discrimination by the Custodian Engineer among the custodial workers because of religion, color, national origin, sex or to a custodial worker designated by Local 32BJ as its representative in the school, provided that such representation for Local 32BJ does not interfere with the custodial duties required to be performed.

## **18. GRIEVANCE PROCEDURE**

All disputes arising between the parties, including disputes between a member of Local 32BJ 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 shall be resolved in the following manner:

The matter must be referred to the Borough Chairman of Local 891 or his designee by Local 32BJ within fifteen (15) working days of the occurrence of the grievance. A meeting with the Borough Chairman or his designee and a representative of Local 32BJ must be held within ten (10) working days of the referral. If the matter is not resolved, either party may refer the matter, in writing, to the parties' Joint Grievance Committee no later than ten (10) working days from the date of the first step meeting

cited above. The Joint Grievance committee shall meet within twenty (20) days of receipt of the written notice. If the grievance is not resolved by the Committee, then either party may submit the dispute, in writing, to arbitration. Such submittal must be no later than ten (10) working days after written rejection of the grievance, to an arbitrator mutually selected by the parties. In the event the parties cannot agree, an arbitrator will be designated by the New York State Employment Relations Board. The decision of such arbitrator shall be final and binding upon the parties. 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.

(a) Without waiving any statutory rights, if Local 891 shall fail to comply with an arbitrator's award within thirty (30) days after its delivery to the parties, Local 32BJ shall have the option to engage in a strike or slowdown which may be only directed to the particular Custodian Engineer affected by the arbitrator's award for the purpose of obtaining compliance with the said award.

(b) Local 891, or any successor Custodian Engineer, shall not be held responsible for any money damages by reason of the individual act or omission of a predecessor Custodian Engineer.

(c) The Arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and he shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.

**19. ENFORCIBILITY**

It is understood and agreed that no provision of this Agreement or modification thereof, shall be enforced by any of the parties hereto where the application or enforcement thereof would be in violation of the law.

**20. WORK SITE ENTRY**

No Custodian Engineer shall refuse permission to any authorized representative of Local 32BJ to enter upon the school premises to which he is assigned.

**21. BETTER TERMS AND CONDITIONS**

All conditions of employment higher or better than those provided for herein must be maintained during the terms of this Agreement. Premium rates for particular employees need not be paid to their successors not continued by a successor Custodian Engineer.

**22. SICK LEAVE**

Subject to Section 10, there shall be ten (10) days of sick leave for employees in each year, which shall be cumulative from year to year to a maximum of one hundred (100) days.

During the first year of employment, sick leave shall be earned at the rate of one (1) day per month up to a maximum of ten (10). After one (1) year of employment, sick leave shall be earned at the rate of two (2) days per month up to a maximum of ten (10). Such sick leave accumulation shall not be affected by a change of Custodian Engineer in a school, and if a custodial worker transfers from one school to another, he shall take with him his full accumulated sick time leave at the time of transfer, including full unused

sick leave for the current year, provided that he is in continuous employment as described in Sections 14. and 25. herein.

Effective September 13, 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 day's pay for each two (2) days of unused sick leave upon leaving employment for any reason other than being discharged for cause.

In the event an employee is out sick for three (3) consecutive days, he shall, upon his return to work, submit to the Custodian Engineer a written doctor's note stating the reason for and length of time of the employee's absence from work. The failure to supply said doctor's note will automatically result in the forfeiture of sick pay for the days absent.

#### **23. BEREAVEMENT**

In the case of death in the immediate family of an employee (parent, brother, sister, spouse, child or mother or father-in-law), he shall be allowed four (4) working days of absence by reason of bereavement, without loss of pay. The employer may demand a copy of a death certificate, letter from the funeral home, or other similar proof of death, before paying bereavement leave.

#### **24. DRESSING ROOMS**

It is recognized that employees are entitled to proper dressing rooms and dressing room facilities and efforts will be made, through the Department of Education, to attempt to find ways of implementing this principle.

## **25. SENIORITY**

(a) Length of service for the purpose of Section 14. of the collective bargaining agreement (vacations) and Section 22. of the collective bargaining agreement (sick leave) shall be deemed to include total length of service within the New York City Public School System. For all other purposes, length of service and seniority shall be the length of time that an employee has been a custodial worker in title within the building.

(b) In order to accrue benefits which are based on 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 26. 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 the 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.



**26. REDUCTION IN FORCE -- REPLACEMENT IN NEW BUILDINGS**

(a) In the event of a reduction in force where permissible hereunder, layoffs shall be conducted in the reverse 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, except to the extent the Custodian Engineer establishes that the special skills of a junior employee are required for the effective operation of the building. Any such determination shall be reviewable by the President of Local 891 and the President of Local 32BJ or their respective designees. If they shall not agree, the issue shall be submitted to binding arbitration.

In the event a job opening occurs at said building, reemployment shall be offered to employees previously laid off in inverse order of their layoff, so that laid off employees with the greatest seniority shall be offered reemployment first. Any employee failing to respond to a written offer of reemployment 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) (I) Every effort will be made by Local 891 and Local 32BJ to find jobs for Local 32BJ members terminated because of building closings.

(II) 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.

**27. WELFARE FUND**

(a) Through May 31, 2008, each employee covered by this Agreement shall be covered by the Local 74 Welfare Fund and shall receive such benefits as provided by the Rules and Regulations of the said Welfare Fund.

Effective April 22, 2006, the rate of contribution to the Local 74 Welfare Fund shall be two dollars and ninety and six-tenths (\$2.906) cents per hour per employee. The rates of contribution from the employer, effective July 1, 2006, shall be increased nineteen and seven-tenths cents (\$.197) per hour per employee, to three dollars and ten and three-tenths cents (\$3.103) per hour per employee. Effective October 22, 2006, the rate shall be increased by two-tenths (\$.002) cents per hour per employee, to three dollars and ten and five-tenths cents (\$3.105) per hour per employee. Effective July 1, 2007, the rate shall be increased by twenty-three and two tenths cents (\$.232) per hour per employee, to three dollars and thirty three and seven-tenths cents (\$3.337) per hour, per employee. Hours shall include all hours for which the employee is paid.

Except as provided in subparagraph (b), it is understood that the payment of monies provided under this subparagraph (a) shall be made to the Local 74 Welfare Fund.

(b) Retroactive contributions under subparagraph (a) in excess of two dollars and ninety and two-tenths cents (\$2.902) per hour per employee shall be paid as follows: one million six hundred fifty thousand dollars (\$1,650,000) to the Local 74 Welfare Fund, seventy-five thousand dollars (\$75,000) to the Local 74 Legal Services Fund, seventy-five thousand dollars (\$75,000) to the Local 74 Training and Scholarship Fund, the balance remaining to the Building Service 32BJ Health Fund.

(c) Effective June 1, 2008, each employee covered by this Agreement shall be covered by the Building Service 32BJ Health Fund, and shall receive such benefits as provided by the rules and regulations of the Health Fund.

The rate of contribution to the Building Service 32BJ Health Fund shall be three dollars and thirty-one and three-tenths cents (\$3.313) per hour per employee. Hours shall include all hours for which the employee is paid.

(d) HIP Rate Calculation

It is understood that a portion of the funding in the benefit package is calculated upon an increase in the health insurance rate paid by the City of New York.

**28. PENSION FUND**

Each employee covered by this Agreement shall be covered by the Pension Fund of Local 74 and shall receive such benefits as provided by the Rules and Regulations of the said Pension Fund.

The rate of contribution for each covered employee shall be as follows: Effective as of April 22, 2006, one dollar and thirty eight and three-tenths cents (\$1.383) per hour per employee for all hours for which the employee is paid.

Effective as of July 1, 2006, these rates shall be increased ten cents (\$.10) per hour per employee to one dollar and forty eight and three-tenths cents (\$1.483) per hour per employee for all hours for which the employee is paid.

Effective as of July 1, 2007, these rates shall be increased ten cents (\$.10) per hour per employee to one dollar and fifty eight and three-tenths cents (\$1.583) per hour per employee for all hours for which the employee is paid.

**29. LEGAL SERVICES FUND**

(a) Through May 31, 2008, each employee covered by this Agreement shall be covered by the Local 74 Legal Services Fund and shall receive such benefits as provided by the Rules and Regulations of the said Legal Services Fund.

The rate of contribution for each covered employee shall be as follows: Effective as of April 22, 2008, one cent (\$.01) per hour per employee for all hours for which the employee is paid.

(b) Effective June 1, 2008, each employee covered by this Agreement shall be covered by the Building Service 32BJ Legal Services Fund, and shall receive such benefits as may be provided by the rules and regulations of the Legal Services Fund.

The rate of contribution for each covered employee shall be as follows: Effective June 1, 2008, seven and one-tenth cents (\$.071) per hour per employee for all hours for which the employee is paid.

**30. TRAINING AND SCHOLARSHIP FUND**

(a) Through May 31, 2008, each employee covered by this Agreement shall be covered by the Local 74 Scholarship and Training Fund and shall receive such benefits as provided by the Rules and Regulations of the said Scholarship and Training Fund.

The rate of contribution for each covered employee shall be as follows: Effective as of April 22, 2008, eleven cents (\$.11) per hour, per employee for all hours for which the employee is paid.

(b) Effective June 1, 2008, each employee covered by this Agreement shall be covered by the Building Service 32BJ Thomas Shortman Training, Scholarship and Safety Fund, and shall receive such benefits as provided by the rules and regulations of the Training Fund.

The rate of contribution for each covered employee shall be as follows: Effective June 1, 2008, seven and three-tenths cents (\$.073) per employee per hour for all hours for which the employee is paid.

**31. DEFINED CONTRIBUTION BENEFIT FUND**

(a) Through May 31, 2008, each employee covered by this agreement shall be covered by the Local 74 Defined Benefit Contribution Fund (formerly the "Annuity Fund") and shall receive such benefits as provided by the Rules and Regulations of the said Defined Benefit Contribution Fund.

The rate of contribution for each covered employee shall be as follows: Effective as of April 22, 2008, fifty cents (\$.50) per hour per employee for all hours for which the employee is paid.

(b) Effective June 1, 2008, each employee covered by this Agreement shall be covered by the Building Service 32BJ Supplemental Retirement and Savings Fund ("SRSP"), and shall receive such benefits as provided by the rules and regulations of the SRSP, except that employees shall not be eligible to contribute pre-tax earnings.

The rate of contribution for each covered employee shall be as follows: Effective June 1, 2008, fifty cents (\$.50) per hour per employee for all hours for which the employee is paid.

**The following provision is applicable to all of the 32BJ Benefit Funds:**

Contributions shall be made no later than ninety (90) days after the closing of the payroll period to which the contributions relate.

### **32. JOB PROTECTION**

Local 891 agrees that throughout the term of this agreement none but members in good standing of Local 32BJ (subject to Section 3 of the Collective Bargaining Agreement) shall work as custodial workers in the schools and other buildings covered by the Collective Bargaining Agreement unless employees are in special programs such as "Summer Youth Employment" or "School to Work". This provision will not be used to displace any Local 32BJ jobs or bargaining unit work.

There will be a joint committee consisting of representatives of the Department of Education, Local 891 and Local 32BJ to review applications for the implementation of any such programs.

### **33. DURATION OF AGREEMENT**

This Agreement shall be effective as of April 22, 2006 and shall expire on October 21, 2007, except that certain listed Benefit Fund Provisions shall take effect on June 1, 2008.

## SCHEDULE A

All employees covered by this Agreement shall receive wage increases and minimum rates of pay in conformity with the following schedule:

<u>Effective Date</u>	<u>Increase</u>	<u>Cleaners, etc.</u>	<u>Handypersons, etc.*</u>
4/22/06	\$0.28	\$17.45 per hour	\$19.65
4/22/07	\$0.68	\$18.13 per hour	\$20.33

\* Includes persons formerly classified as fireperson.

In addition, all bargaining unit employees employed for all or part of the time period(s) shown below, shall receive retroactive wage payments calculated based on the hours shown on the Custodian Engineer's PO-1 forms for the relevant time period, as follows:

<u>Period</u>	<u>Straight Time</u>
4/22/06 - 6/30/06	.10 per hour
10/22/06 - 4/21/07	.78 per hour
4/22/07 - 6/30/07	.10 per hour

All part time employees will receive the same rate of pay as full time employees in their respective job categories.

### NEW HIRE RATE

Effective December 18, 2005, the hiring rate for newly hired employees shall be fifteen percent (15%) lower than the incumbent rate. For purposes of this paragraph, a