



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
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Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: SCHOOL CUSTODIAN ENGINEERS
TERM: APRIL 24, 2002 – DECEMBER 31, 2007

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the Board of Education on behalf of the City of New York and Local 891, I.U.O.E., AFL-CIO on behalf of the incumbents of positions in said contract.

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

DATED: JAN 28 2009

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: 09005	DATE: JAN 28 2009

COLLECTIVE BARGAINING
AGREEMENT

between

The City of New York and
The Board of Education

of the

City School District of the City of New York

and

INTERNATIONAL UNION
OF OPERATING ENGINEERS
AFL-CIO (LOCAL 891)

April 24, 2002 - December 31, 2007

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AGREEMENT between THE CITY OF NEW YORK, BOARD OF EDUCATION OF THE CITY OF NEW YORK (hereinafter referred to as the "Department") and LOCAL 891 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO (hereinafter referred to as "LOCAL 891"), representing the School Custodian Engineers Levels I and II (hereinafter called "Custodian Engineers"), except where referred specifically to as Custodian Engineer Level I or Custodian Engineer Level II.

WHEREAS, the Department has voluntarily endorsed the practices and procedures of collective bargaining as a peaceful, fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the special functions and obligations of the Department, are permitted by law and are consonant with the paramount interests of the school children, the school system and the public; and

WHEREAS, Local 891 represents a majority of the Custodian Engineers as evidenced by the fact that a majority of the Custodian Engineers serving the Department have submitted to the Department, pursuant to the Department of Education Resolution of July 27, 1961 authorizations for the check-off of their membership dues to Local 891; and

WHEREAS, the Department is charged with, among other things, the custodial care of all public schools and buildings and grounds under its control in the City of New York and in furtherance of the governmental function of education in the City of New York; and

WHEREAS, the Department has heretofore established a system of custodial operation (hereinafter called the "indirect system") wherein the Custodian Engineers hire various custodial employees to assist them in the performance of the custodial services required by the Department to be performed, as set forth in a set of Rules and Regulations for the Custodial Force, as are now in force or may be hereafter promulgated, or as may hereafter be revised in accordance with the established policy procedures, pursuant to the terms and provisions of this Agreement, and other official directives of the Department, and receive in payment for such required services a certain prescribed custodial compensation allowance for regular day school services, and certain additional prescribed custodial compensation allowances for extra services required to be performed in connection with any authorized extra activities conducted on school premises by the Department, or by others with the permission of the said Department; and

WHEREAS, under said indirect system, the sum remaining unexpended after payment of the wages of such custodial employees at rates not less than the minimum prescribed by the Department, and the ordinary and necessary expenses paid or incurred in connection with the custodial maintenance and care of their respective schools, buildings and grounds, and other properties of the Department, constitutes the total net earnings of such Custodian Engineers, subject to limitations and controls hereinafter set forth; and

WHEREAS, the Department of Education has duly adopted basic schedules of custodial compensation for regular day school allowances and basic schedules of custodial compensation for extra activities; and

WHEREAS, such basic schedules, with the revisions and amendments thereto, were in force and effect on April 23, 2002; and it is the intent and the agreement of the parties hereto that all additional wage increases, if any, that may hereinafter be granted by the Department to such custodial employees shall be incorporated in and made a part of such basic schedules of custodial compensation; and

WHEREAS, it is the mutual desire and purpose of the parties hereto to provide a clean and wholesome atmosphere conducive to the best education of the school children of the City of New York; and

WHEREAS, it is the mutual intention and purpose of the parties hereto to enter into an Agreement, prescribing the working conditions and limitations of net earnings of the Custodian Engineers, together with certain controls with respect thereto; and

WHEREAS, the parties hereto have agreed to economic terms which are recorded herein effective April 24, 2002; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and in conformity with the provisions of certain Resolutions adopted by the Department and duly ratified by Local 891 at a duly constituted meeting it is agreed as follows:

ARTICLE I
DEFINITIONS

The following terms, whenever used in this Agreement, shall have the respective meaning hereinafter set forth:

1. "Year" shall mean the calendar year of January 1 through December 31, of each year.
2. "Executive Director" shall mean the Executive Director of School Facilities or his/her designated staff representatives. "Regional Facilities Manager" shall mean Regional Facilities Manager of School Custodian Engineers and "Deputy Facilities Manager" shall mean Deputy Facilities Manager of Custodian Engineers.
3. "Day School Services" shall mean: Those custodial services required to keep school buildings open, clean, heated and operating for the current normal day school sessions on school days, Monday through Friday as now provided in the Rules and Regulations adopted in accordance with the Bylaws of the Department of Education as amended or as may be hereafter amended as a result of recommendations of the committee established pursuant to Article XVI of this Agreement adopted by the Department of Education. Included are such services as are required prior to day school sessions in order to have the school buildings heated, cleaned and otherwise ready for use at the time of such day school sessions and such further cleaning and other services as are required as a result of day school sessions.
4. "Extra Activities" shall mean those activities specifically authorized by the Department of Education, but not included in the definition of "day school services" defined in "3" of this Article.
5. "Gross Income from Day School Services" shall mean those sums paid or payable to Custodian Engineers for regular day school services in accordance with the schedule of custodial compensation for regular day school services as adopted by the Department and in effect on

April 24, 2002, as amended or as may hereinafter be amended. Said schedule, as amended, shall be contained in Appendix "A" of this Agreement and made part of this Agreement.

6. "Gross Income from Extra Activities" shall mean those sums paid or payable to Custodian Engineers for extra activities in accordance with the schedule of Custodial Compensation for duly authorized extra activities as adopted by the Department and in effect on December 31, 1983, as amended or as may hereinafter be amended. Said schedule as amended shall be contained in Appendix "A" of this Agreement and made part of this Agreement.

7. "Pension Salary" shall mean the salary established only for pension purposes as contained in Appendix "C" annexed hereto, made a part hereof and entitled "Pension Salaries for Pension Purposes Only."

8. Whenever the word "required" or "requirements" shall appear in relation to the performance of custodial duties such word shall be reasonably interpreted by the Executive Director of the Division of School Facilities or his/her staff designee as to the requirements of cleanliness, heating and other services in accordance with the Rules and Regulations of the Custodial Force and other official directives of the Department relating to custodial functions presently in existence or to be promulgated in the future.

9. The Custodial Factor of Custodial Allowance for Day School Services" (hereinafter called "Custodial Factor") shall mean those sums set forth in Appendix "B" annexed hereto and made a part hereof, under the heading of "Custodial Factor of Custodial Allowance for Day School Services. "It is neither a minimum nor a maximum amount for the Custodian Engineer's services but rather a managerial component placed in the schedule in addition to the labor allowances to make a complete estimate to arrive at a floor area allowance for day school services.

10. "Annual Net Retained Earnings" shall mean the sum of all amounts received by Custodian Engineers in each school assignment as gross income from day school services and extra activities, less wages paid to assistants employed by them pursuant to the requirements for the proper custodial

care of the Department's buildings and grounds, and less reasonable and necessary expenses and expenditures incurred by them in the performance of such required services.

11. "Chancellor" shall mean the Chancellor of the City School District.

12. "Department of Education" shall mean the City Department of Education.

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ARTICLE II
CUSTODIAL ALLOWANCES AND LIMITATIONS

1. Custodial Allowances for Day School Services

The schedule of custodial allowances for regular day school services in effect on April 23, 2002, shall be modified as follows:

A) The schedule of custodial allowance for regular day school services in effect on April 23, 2002 shall be increased effective April 24, 2003, and as necessary during the term of this Agreement so that the custodial factor of the custodial allowance for day school services shall be at least \$200 more than the fireman's annual wage, exclusive of payments to fireman's pension and welfare funds.

The schedules for the Custodial Factor (Appendix "B") shall be increased by the same dollar amount as the increase in the Maximum Permissible Retainage for Day School Services (Appendix "C").

B) The salary schedule for newly hired Custodian Engineers shall continue. It shall provide a starting rate of 70% of the regular rate; 75% after one year; 80% after two years; 85% after three years, 90% after four years; and 100% after five years. Effective June 1, 2008, the salary schedule shall provide a starting rate of 70% of the regular rate; 75% after one year; 80% after two years; and 100% after three years. Civil service rules about break in service shall apply to this paragraph.

C) General Wage Increase

i) Effective date and percentage increases:

a. Effective on April 24, 2003, Custodian Engineers shall receive a general wage increase of 3.0 percent which shall be subject to deferral and distributed pursuant to the terms of Article IV, Section 2, of this Agreement.

b. Effective on April 24, 2004, Custodian Engineers shall receive an additional wage increase of 1.136 percent which shall be subject to deferral and distributed pursuant to the terms of Article IV, Section 2, of this Agreement.

c. Effective on April 24, 2005, Custodian Engineers shall receive an additional wage increase of 3.15 percent which shall be subject to deferral and distributed pursuant to the terms of Article IV, Section 2, of this Agreement.

d. Effective on April 24, 2006, Custodian Engineers shall receive an additional wage increase of 2.0 percent which shall be subject to deferral and distributed pursuant to the terms of Article IV, Section 2, of this Agreement.

e. Effective on April 24, 2007, Custodian Engineers shall receive an additional wage increase of 5.0 percent which shall be subject to deferral and distributed pursuant to the terms of Article IV, Section 2, of this Agreement.

ii) The increases provided for in subsection C), part i) above shall be calculated as follows:

a. The general increase in part i)- a. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the 2000-2002 Consolidated Collective Bargaining Agreement.

b. The general increase in part i)- b. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on April 23, 2004.

c. The general increase in part i)- c. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on April 23, 2005.

d. The general increase in part i)- d. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on April 23, 2006.

e. The general increase in part i)- e. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on April 23, 2007.

f. Notwithstanding the provisions set forth in parts i) a. through i) e. the appointment rate for any Custodian Engineer newly hired on or after the date of execution of this Agreement shall be the frozen minimum rate which was in effect for the applicable title on April 23, 2002, subject to adjustment by application of the general increases set forth in subsection C), part i) above. Upon completion of one year of service, any Custodian Engineer hired on or after the first date of execution of this Agreement, shall be paid the indicated minimum for the applicable title in effect on the one year anniversary of such employee's original date of appointment to the title. Effective June 1, 2008, newly hired Custodian Engineers shall not be subject to the frozen minimum rate.

D) Additional Compensation Fund/Annuity Fund

The additional compensation fund made available in the 1995 Municipal Coalition Memorandum of Economic Agreement shall be utilized to create a \$1,263 per employee per year annuity, effective December 1, 1999. Contributions shall be made to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties.

There shall be additional contributions made to the existing fund in the amount of \$1,093 per employee per year annuity, effective March 31, 2002.

There shall be additional contributions made to the existing fund in the amount of \$549 per employee per year annuity, effective June 1, 2008.

2. Maximum Permissible Retainage

Effective April 24, 2003, the Maximum Permissible Retainage (MPR) for custodial compensation shall not exceed \$95,167. "Maximum Permissible Retainage" shall mean the maximum amount of compensation that a Custodian Engineer may earn for each custodial assignment in a calendar year. Effective April 24, 2004, the MPR for custodial compensation shall not exceed \$96,248. Effective April 24, 2005, the MPR for custodial compensation shall not exceed \$99,280. Effective April 24, 2006, the MPR for custodial compensation shall not exceed \$101,266. Effective April 24, 2007, the MPR for custodial compensation shall not exceed \$106,329.

i) Custodian Engineers employed in buildings of 247,000 square feet or above, as of November 1, 1994, who receive an outstanding performance rating of an average of 4.00 on a 1-5 scale, shall be exempt from the MPR limit described in the paragraph above. The guidelines for this rating shall be the same as set forth in Article IV, Section 2 of this Agreement. The exception is designed to be applied on a case-to-case basis. This group shall also be entitled, subject to any applicable Department Regulations, to transfer to a school of equal or greater size without any reduction in their retainage.

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Any Custodian Engineer who transfers to a school of over 247,000 sq. ft. after December 31, 1995 shall be eligible to be exempt from the MPR after a new and separate evaluation period where he must receive an overall average rating of 4.00. Such determination shall be made by the City and the Department of Education on a case by case basis.

ii) Custodian Engineers employed in buildings between 202,000 square feet or above to a building under 247,000 square feet who receive a performance level of an average of 3.00 on a 1-5 scale shall receive any rate increase to which they are entitled under this contract up to and including January 1, 2000. On January 1, 2000, their maximum permissive retainage shall revert to the applicable maximum permissive retainages described above.

iii) Effective November 1, 1994, payments to Custodian Engineers for serving as Fire Safety Directors in administrative office buildings will not be affected by the Maximum Permissive Retainage.

4. Method of Payment

The payment prescribed by the schedule of custodial compensation for day school services shall be paid on a bi-weekly basis. Such payment periods shall be adjusted at the beginning and end of each calendar year so as to pay the annual day school allowance within the calendar year.

The fee payments due to Custodian Engineers for extra activity services, less deductions for taxes and such other legally required deductions, shall be paid within twenty-eight (28) days after the end of the period in which such services were provided.

All retroactive payments for employee wage increases or other benefits granted by the Department shall be paid on an hour for hour basis.

All reimbursement payments for emergency services, additional vacation days for employees, sick leave for employees and others of similar nature shall be paid within twenty-eight (28) days after reimbursement claim forms have been submitted by the Custodian Engineer.

The Department shall make every reasonable effort to promptly transmit to Custodian Engineers the payments described in this Article.

ARTICLE III

CONTROLS

1. Administration of Controls

It shall be the responsibility of both parties to administer the controls herein set forth with respect to miscellaneous expenditures. Nothing in this Agreement takes away from the Department or its authorized agents the authority to disallow items of miscellaneous expenditures which are unreasonable or unnecessary, nor from the Custodian Engineer or the Union on his behalf the privilege of filing a grievance and obtaining a determination thereon. Local 891 agrees that it shall cooperate in assuring that the letter, spirit and intent of the controls and limitations in this Agreement are effectively implemented.

2. Audit and Correction of Custodial Compensation Report

Each Custodian Engineer shall submit Custodial Compensation Reports (a copy of the form currently to be used is appended hereto) covering the full calendar year. Such reports shall be filed as directed during the year with the Administrator of Financial Operations, and the Director of the Bureau of Plant Operation Services. The report will be reviewed and audited by the appropriate Bureau of the Department, and each Custodian Engineer shall be notified of any corrections made in his reports. Custodian Engineers must submit both copies of the P.O. 1 to the Custodial Payroll Unit. The Custodial Payroll Unit will then forward the Borough Office copy to the respective Deputy Regional Facilities Manager.

3. Miscellaneous Expenditures

In addition to the usual and constant expenses required in the indirect system of custodial operation, viz., employee wages, compensation insurance, liability insurance premium payments not exceeding seventy-five dollars (\$75) except where snow removal equipment as purchased pursuant to specific approval in advance by the Chancellor or his/her designee (as described in section 5 (b) below) in which case 5/12ths of the liability insurance premium payments to conform to Department requirements shall be allowed, contract services for window cleaning, snow removal, landscaping services or other contract services which are reasonable and necessary and within the scope of

custodial requirements (and if not disapproved by the Executive Director of the Division of School Facilities), other expenditures, which are reasonable and necessary to the operation and maintenance of the school, will be allowed as proper if substantiated by bills, vouchers, sales slips and other pertinent data which will be available and subject to audit. Expenditures of fifty dollars (\$50) or more shall be substantiated by cancelled checks in addition to bills, vouchers, sales slips, etc. Such miscellaneous expenditures shall not exceed three (3%) percent of the combined annual gross allowance for day school and extra activity services in each school assignment (unless prior written approval therefore shall be given by the Executive Director of the Division of School Facilities or designee) and such miscellaneous expenditures shall be subject to disallowance within the limitation of the aforementioned three (3%) percent only by the Executive Director of the Division of School Facilities or his/her representative after consultation between Local 891 and the Executive Director of the Division of School Facilities or his/her representative. Requests to exceed the 3% limitation shall be sent directly to the respective Regional Facilities Manager.

Custodian Engineers must itemize each purchase listed on a P.O. #2 Form as to quantity, vendor, and purchase check number. Copies of all pertinent receipts must be attached to each form when submitted.

4. Miscellaneous Expenditures (Capital Equipment)

Capital equipment which shall consist of durable items having an anticipated useful life of not less than three (3) years and a purchase price in excess of \$1,500 shall be allowed as provided in paragraph "3" above. The same may be purchased by the Custodian Engineer within the established limit of three (3 %) percent as provided in paragraph "3".

All equipment shall be written off at the time of purchase at full value so that financing of equipment purchases, as a means of deferring a charge for the full value or otherwise, shall not be permitted.

5. Miscellaneous Expenditures (Capital Equipment: Snow Removal Equipment and Similar Motor Equipment)

Miscellaneous expenditures for capital equipment in the category of snow removal equipment with special accessories or motive modifications for snow removal and/or grounds-

keeping services shall be allowed as provided in paragraph "3" above and on the following further conditions:

(a) The same may be purchased by the Custodian Engineer within the established limit of three (3 %) percent as provided in paragraph "3".

(b) Where the equipment is powered by an engine of 30 hp or more, and is capable of uses other than snow removal, 5/12ths of the basic cost of such equipment up to a maximum of \$7,000 shall be accepted as an allowable expense, subject to specific approval in advance of the purchase from the Chancellor or his/her designee. The Chancellor shall exercise his/her discretion in making his/her decision and there shall be no appeal from that decision. In order to request approval for this type of vehicle, the Custodian Engineer's physical plant must have a minimum of 30,000 square footage of accessible paved area.

(c) The full cost of the reasonable and necessary accessories to and special modifications of such snow removal equipment for school use shall be accepted as an allowable cost.

(d) The figures shall be adjusted at the expiration of this Agreement to reflect changes, if any, in prices of such snow removal equipment.

6. Purchases made by Custodian Engineers

(a) All purchases made by Custodian Engineers shall be made in accordance with the requirements set forth below:

i) All single purchases totaling over \$250 must be made as follows:

1) A Department of Education approved contract vendor.

2) If available at a lower price than #1, a vendor on the approved vendor list from NYC DCAS, or its successor agency, for products, items or services approved for purchase.

3) Where the product, item or service is available at a lower price than that offered by the sources above, from another vendor with pre-approval in writing by the respective Director of Facilities.

4) Any product, item or service that is not available through #1 shall be procured according to the SOPM or Department of Education policies.

ii) The combined yearly purchase total from any single vendor not holding a contract as described in subdivision (i) above cannot exceed the amount of \$2500.

iii) Any other purchases made outside the guidelines described above shall require written preauthorization from the respective Director of Facilities or his/her designee. A copy of the authorization shall be attached to the PO-2 when submitted. Such authorization should include the item, vendor and purchase price. This authorization will supercede and replace all requirements outlined in Section 6a), i) above for audit purposes.

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(b) All equipment purchased during the course of employment shall belong to the Department of Education. All such equipment shall be returned to the Department of Education upon the termination of employment.

7. Inventory

Inventories of all items (except items which are consumables), costing more than \$250, purchased during the year since January 1, 1992, must be completed on an annual basis. Custodian Engineers must submit their inventory reports to their respective Director of Facilities. Inventory forms will be supplied by the Department of Education.

8. Procedure for Review of Exceptions and Disallowances

(a) The procedure for review of exceptions to miscellaneous expenditures shall be as follows:

(i) The Custodian Engineer shall forward the report to the Regional Facilities Manager's office promptly within 10 business days of the date directed.

(ii) The Deputy Regional Facilities Manager shall review the expenses on such report. Any expenses that are deemed unreasonable or unnecessary will be reported to the Custodian Engineer on an Exception Report.

(iii) Upon receipt of the notice of an exception, the Custodian Engineer shall have thirty (30) calendar days to file a grievance claiming that the exception was improper. The Custodian Engineer shall deliver his/her grievance by certified mail or facsimile to the office of the Executive Director of School Facilities. The postmark or facsimile mark shall not be later than the thirtieth calendar day after the day the Custodian Engineer receives notice of the exception or the grievance shall be deemed untimely. Local 891 may file a grievance on behalf of a Custodian Engineer as provided above. The grievance must specify which individual exception is being grieved and must include a brief statement setting forth the basis for the grievance. Any exception that is not timely grieved shall be deemed acceptance of the exception as proper.

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(iv) The grievance shall be heard by the Executive Director or his/her designee within the Department. The Executive Director/designee will establish two (2) hearing dates a month with at least two months' notice to the union. The Executive Director/designee may combine multiple grievances filed by or on behalf of a single Custodian Engineer. Each grievance shall be scheduled by the Executive Director/designee at the next hearing date falling at least three business days after the filing of the grievance. The time limits under this section 6 may be extended in any specific instance by mutual agreement.

(v) The Executive Director/designee shall notify the affected Custodian Engineer and Local 891 of his or her decision in writing within ten (10) working days of the hearing.

(vi) If a grievance is denied, either Local 891 or the Custodian Engineer may appeal the denial to the Exceptions Arbitrator by filing a notice of appeal within fifteen calendar days of receipt by the Custodian Engineer of the decision. Failure to communicate the decision of the Executive Director/designee on a grievance within the specified time limit shall permit the aggrieved to proceed to the next level. The notice shall set forth a brief description of the reason for the appeal.

(vii) The Department and Local 891 shall jointly select a neutral to act as Exceptions Arbitrator for determination of appeals of all decisions of the Executive Director/designee on exception grievances. The parties intend to select an individual with substantial facilities management experience to act as the Exceptions Arbitrator. If the parties cannot agree on such a person within thirty days of the date of this collective bargaining agreement, either party may apply to the New York City Office of Collective Bargaining ("OCB") for the appointment of an arbitrator. OCB shall use a list selection procedure to determine the neutral to be appointed. OCB shall attempt to supply not less than twenty appropriate names on a strike list to be used to select the impartial Exceptions Arbitrator. The Exceptions Arbitrator shall be appointed for a one year term unless his/her term is extended by agreement of the parties. At any time that the post of Exceptions Arbitrator is vacant or is about to become vacant and no replacement has been agreed to by the parties, either party may apply to OCB for the appointment of an arbitrator as per the forgoing procedure.

(viii) The Exceptions Arbitrator shall be available to hear appeals on at least one set day per month. The Exceptions Arbitrator shall hear as many pending appeals as possible on each hearing day. In the event that one day is not sufficient to hear all the cases pending for that month, the arbitrator shall provide as many additional dates as is necessary in the following month. The Exceptions Arbitrator shall render a decision in writing within seven days of the close of the hearing of a case. The decision shall be brief but contain no opinion, unless the arbitrator deems one is appropriate and shall not be considered precedent for other cases. The parties may mutually agree to direct the arbitrator to issue a precedential decision and opinion at any time prior to the issuance of the award. It is the intent of the parties that the hearings be held expeditiously and generally without lawyers, provided, however, that in appropriate cases either party may have a lawyer present a case with advance notice to the other side of at least one week. The decision of the Exceptions Arbitrator shall be final and binding on the Department, Local 891 and the Custodian Engineer. Arbitral fees shall be shared equally by the Department and Local 891. The authority of the Exceptions Arbitrator will be restricted in the same manner as set forth in Article XVII (3) (B) (i) - (iii) of the CBA.

(ix) Backlog – in order to eliminate any existing backlog of pending exceptions, the Exceptions Arbitrator shall hear those exceptions that arose prior to the establishment of this agreement on exceptions arbitration procedure that are submitted by either or both parties. He/she shall establish a separate hearing day once each month for the sole purpose of hearing such backlog exceptions. Within 90 days of the date of this agreement, Local 891 and the Department shall jointly prepare a list of such outstanding exceptions and submit them in date order, oldest first (to the extent possible), to the Exceptions Arbitrator. The parties may, by mutual agreement, extend the period for preparation of the list of backlog exceptions by an additional ninety (90) days. The Exceptions Arbitrator shall then schedule the cases that are submitted to him/her as rapidly as possible to be heard and determined with the objective of eliminating the backlog as expeditiously as possible. The rules and guidelines of subparagraph (a) (viii) preceding shall apply equally to backlog exceptions.

(b) The procedure for review of disallowances shall be as follows:

- (i) If the Office of the Auditor General, Custodial Net Retained Unit ("CNRU") disallows an expense passed by the Deputy Regional Facilities Manager, it will send an audit report to the Custodian Engineer indicating the disallowed expense.
- (ii) Upon receipt of the annual final audit adjustment referred to in Article III (10) indicating one or more notices of disallowance the Custodian Engineer shall have thirty (30) calendar days to file a grievance claiming that the disallowance was improper. The Custodian Engineer shall deliver his/her grievance by certified mail or facsimile to the office of the Executive Director of School Facilities. The postmark or facsimile mark shall not be later than the thirtieth calendar day after the day the Custodian Engineer receives notice of the disallowance or the grievance shall be deemed untimely. Local 891 may file a grievance on behalf of a Custodian Engineer as provided above. The grievance must specify which individual audit disallowances in what particular years and for what months are being grieved and must include a brief statement setting forth the basis for the grievance. Any disallowance that is not timely grieved shall be deemed acceptance of the disallowance as proper.
- (iii) The grievance shall be heard by the Executive Director of the Division of School Facilities or his/her designee within the Department. The Executive Director/designee will establish two (2) hearing dates a month with at least two months notice to the union. Each grievance shall be scheduled by the Executive Director/designee at the next hearing date falling at least three business days after the filing of the grievance. The time limits under this section 6 may be extended in any specific instance by mutual agreement.
- (iv) The Executive Director/designee shall notify the affected Custodian Engineer and Local 891 of his/her decision in writing within ten (10) working days of the hearing.
- (v) If a grievance is denied, either Local 891 or the Custodian Engineer may appeal the denial to the Disallowance Arbitrator by filing a notice of appeal within fifteen calendar days of receipt by the Custodian Engineer of the decision. Failure to communicate the decision of the Executive Director/designee on a grievance within the specified time limit shall permit the

aggrieved to proceed to the next level. The notice shall set forth a brief description of the reason for the appeal.

(vi) The Department and Local 891 shall jointly select a neutral to act as a Disallowance Arbitrator for determination of appeals of all disallowance decisions from the Executive Director/designee. The parties intend to select an individual with substantial financial management experience and facilities management experience to serve as Disallowance Arbitrator. If the parties cannot agree on such a person within thirty days of the date of this collective bargaining agreement, either party may apply to the New York City Office of Collective Bargaining ("OCB") for the appointment of an arbitrator. OCB shall use a list selection procedure to determine the neutral to be appointed. OCB shall attempt to supply not less than twenty appropriate names on a strike list to be used to select the impartial Disallowance Arbitrator. The Disallowance Arbitrator shall be appointed for a one year term unless his/her term is extended by agreement of the parties. At any time that the post of Disallowance Arbitrator is vacant or is about to become vacant and no replacement has been agreed to by the parties, either party may apply to OCB for the appointment of an arbitrator as per the forgoing procedure.

(vii) The Disallowance Arbitrator shall be available to hear appeals on at least one set day per month. The Disallowance Arbitrator shall hear as many pending appeals as possible on each hearing day. In the event that one day is not sufficient to hear all the cases pending for that month, the arbitrator shall provide as many additional dates as is necessary in the following month. The Disallowance Arbitrator shall render an award in writing within seven days of the close of the hearing of a case. The award shall be brief but contain no opinion unless the arbitrator deems one is appropriate and shall not be considered precedent for other cases. The parties may mutually agree to direct the arbitrator to issue a precedential decision and opinion at any time prior to the issuance of the award. It is the intent of the parties that the hearings be held expeditiously and generally without lawyers, provided, however, that in appropriate cases either party may have a lawyer present a case with advance notice to the other side of at least one week. The decision of the Disallowance Arbitrator shall be final and binding on the Department, Local 891 and the Custodian Engineer. Arbitral fees shall be shared equally by the Department and

Local 891. The authority of the Disallowance Arbitrator will be restricted in the same manner as set forth in Article XVII (B) (i)-(iii) of the CBA.

(viii) Backlog – in order to eliminate any existing backlog of pending disallowances, the Disallowance Arbitrator shall hear those disallowances that arose prior to the establishment of this agreement on disallowance arbitration procedure that are submitted by either or both parties. He/she shall establish a separate hearing day once each month for the sole purpose of hearing such backlog disallowances. Within 90 days of the date of this agreement, Local 891 and the Department shall jointly prepare a list of such outstanding disallowances and submit them in date order, oldest first (to the extent possible), to the Disallowance Arbitrator. The parties may, by mutual agreement, extend the period for preparation of the list of backlog disallowances by an additional ninety (90) days. The Disallowance Arbitrator shall schedule the cases that are submitted to him/her as rapidly as possible to be heard and determined with the objective of eliminating the backlog as expeditiously as possible. The rules and guidelines of subparagraph (b) (vii) preceding shall apply equally to backlog disallowances.

The provisions of Article XVII (4) (C) shall apply to all meetings and hearings under this paragraph 6.

(d) As pertaining solely to backlog exceptions and disallowances, i.e. matters arising before the date this collective bargaining agreement is signed, nothing in this Article III(6) shall be deemed to extend the 30-day time limitation for a Custodian Engineer to have filed a grievance after the Executive Director/designee has rendered a decision. The time limitations contained in the preceding sections of this Article III (6) shall apply to grievances filed as to exceptions and disallowances arising after the date this collective bargaining agreement is signed.

9. Detailed Analyst Reports

The Office of Financial Operations shall prepare quarter-annual tabulations listing all schools, gross income for day school services, gross extra activities income, total gross income, total expenses, total net retained earnings, combined maximum permissible earnings and the difference

(excess or deficit) between the maximum permissible and total net retained earnings. Such quarter-annual tabulations shall be cumulative for each school. Where there has been a change in Custodian Engineers for any school, the data herein required shall be set forth separately for each Custodian Engineer involved. A copy of such tabulation shall be furnished to Local 891, and each Custodian Engineer shall receive a copy of the quarter-annual review for his school assignment or assignments, not later than approximately sixty (60) days following such quarter. In the event the net retained earnings from day school services and extra activities exceed the combined maximum limitations, the excess shall be held in the bank accounts referenced in Article III Section 8 of this Agreement for the Department by each Custodian Engineer on the following terms and conditions:

(a) After the close of the calendar year or upon earlier separation from the service, but not later than approximately sixty (60) days after the final quarter, a final computation of the combined maximum permissible retained earnings for all day school services and for extra activities shall be made in accordance with this article, and the verified excess thereof, if any, shall be the property of the Department, and upon demand shall be promptly refunded to the Department.

(b) Except upon earlier separation from the service the Custodian Engineer shall not be required to account for excesses prior to the time of the required annual refund of all monies in excess of the combined maximum permissible net retained earnings, nor shall the Department have access to such monies prior to such annual refund.

(c) Upon receipt of each quarter annual report of earnings, each Custodian Engineer's bank account referred to in Article III, Section 8 of this agreement must reflect a balance therein that shall be equal to the amount of excess earnings indicated on the latest quarter annual report plus all monies received from the DOE since the date of that report minus allowable expenses paid for since the date of that report, both those expenses claimed on reports and those allowable expenses made between report periods including wages and purchases.

10. Bank Accounts

Custodian Engineers shall maintain all Department funds separate from personal accounts, in an account containing only Department funds. Local 891 agrees to the electronic

transmittal of all Department funds to Custodian Engineer bank accounts. These accounts shall be located in a bank(s) designated by the Department that have branches in all boroughs that are accessible to custodial employees for check cashing purposes. Custodian Engineers shall sign the attached (Appendix D) authorization form provided by the Department entitling the Department to have access to only account information (balances and banking transactions). If a bank requires an alternate authorization form for Department access to such information, such form shall be signed by Custodian Engineers. All Department funds shall be electronically transmitted to these accounts and any expenditure from these accounts shall be used only for Department purposes. When the Department initiates the electronic transmission of funds, it will provide Custodian Engineers with proper training to operate in an electronic banking environment. There shall be no cost to Custodian Engineers for these accounts except for costs associated with overdrafts and/or other inappropriate banking transactions. The Department will bear all regular costs, charges or fees by the bank(s) in which these accounts are maintained.

11. Excess Funds

A penalty will be imposed on a Custodian Engineer whose remittance of excess funds is not made within thirty (30) days of notice of amount due.

12. Annual Audit

Audits will be made by the Office of the Auditor General on a staggered basis as soon as possible after the last quarterly reports for the year are issued. Each Custodian Engineer shall receive a report of final audit adjustment from the Office of the Auditor General as soon as practical after the close of the calendar year but in no event later than three months after he has submitted records requested by the Office of the Auditor General.

13. Reports on Collections of Excess Earnings

The Office of Financial Operations will furnish to Local 891 a complete list of individual Custodian Engineers from whom excess funds are due the Department of Education as of the fifteenth day of each of the calendar months of March, April, May and June by the fifth school day following.

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14. Change in Custodial Assignments

Where there is a change in custodial assignments and two or more Custodian Engineers have been assigned to a school building or to other Department properties during a calendar year, the amount of day school income shall be prorated among the Custodian Engineers assigned. There shall be no proration with respect to extra activity income. Such income shall be applied to each Custodian Engineer assigned only to the extent of the gross income from extra activities received by each Custodian Engineer during the period of his particular assignment.

15. Employment of Assistants and Their Wages

As a result of the manpower formula, used as a basis to provide adequate monies for custodian services, each Custodian Engineer shall employ sufficient personnel to maintain the reasonable standards required by the Department. It shall be the duty of the Executive Director of the Division of School Facilities to require, and of the Custodian Engineers promptly to make, any and all necessary and reasonable adjustments to meet these standards.

No Custodian Engineer shall pay or list as a payroll expense any amount less than the established minimum rates payable to firemen, cleaners and other categories of custodial employees specifically covered in other agreements with or approved by the Department. Reasonable bonus payments to employees under special circumstances and reasonable and necessary wages in excess of the established minimum rates shall be allowed. Other categories of employees, such as administrative assistant, bookkeeper, payroll clerk et al., shall receive such rates of pay and shall have such hours of service which are fair, reasonable and necessary with due consideration to the size of the building, the grounds and the activities conducted therein. The nature of all such payments, as herein provided, shall be specifically identified on the Custodian Engineer compensation report.

16. Anti-Nepotism

A) All prior regulations or policies of the Department affecting the employment of relatives shall remain in full force and effect, except as modified pursuant to this Agreement.

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B) Local 891 agrees to enlarge the present restrictions on nepotism to prohibit the practice of job swapping between the individual Custodian Engineers for their relatives. No Custodian Engineer may hire a relative of another Custodian Engineer if the hiring Custodian Engineer's relative is employed by that Custodian Engineer. Relatives include parent, spouse, child, brother, sister, uncle, aunt, niece, nephew, grandparent, grandchild, or spouse or child of one of them or a person bearing the same relationship to the Custodian Engineer's spouse.

C) Custodian Engineers shall also inquire of all new hires whether they are related to any person employed by the Department. The Custodian Engineers shall submit the names of any new employees who are related to a Department employee, together with the name of the relative and the relationship within thirty (30) days to the Office of the Chancellor. The Office of the Chancellor shall have sixty (60) days to raise any objection. Except as set forth in 13A) and 13B) above, no person shall be disqualified solely due to being related to another Department employee.

D) The restrictions under Section 14B) do not apply to any hiree who was on a custodial payroll prior to November 1, 1994.

17. Custodial Time Records

Custodian Engineers shall sign a form that records his/her time of arrival at his/her assigned place of work and the time of leaving at the end of the work day. The form shall contain a notation that, unless otherwise noted, a lunch hour of 12 p.m. to 1:00 p.m. was taken. Any deviation from that lunch hour must be specifically noted. The current practices of Log Book entries shall be continued as well as reports to Deputy Regional Facilities Managers and Principals.

18. Custodial Employee Time Cards

Custodian Engineers shall be guided by the following:

- A) All time cards must include dates which correspond with the relevant P.O.1 pay period.
- B) At the end of each time period, Custodian Engineers shall sign (in ink) each of

their employees' time cards above the employee's signature as indicated on the card.

C) All written entries and discrepancies on the time cards must be initialed by the Custodian Engineers.

D) Custodian Engineers must send copies of all employees' time cards to the Borough Office for each P.O. #1 period, on a timely basis.

E) Custodian Engineers must require that on holidays and weekends, each employee shall punch in and out at the actual times of arrival and departure.

19. Absences from Building

Custodian Engineers must inform his/her Principal and Deputy Regional Facilities Manager whenever the Custodian Engineer leaves the building for any reason, during work hours. Departure for the normal lunch hour, designated as 12:00 p.m. to 1:00 p.m., does not require notification: however, if the Custodian Engineer is taking lunch before 12:00 p.m. or after 1:00 p.m., notification to the Principal and Deputy Regional Facilities Manager must be given.

20. Fingerprinting

No custodial employee, including casual, seasonal or other part-time employees, may start work until he/she has been fingerprinted and his/her records have been cleared. If the schedule for fingerprint clearance would result in diminished services due to staffing shortages, a Custodian Engineer may request a waiver for an employee who has been fingerprinted to start work before the process is completed. Such request must be made in writing to the respective Regional Facilities Manager, and such approval can be granted only by Regional Facilities Manager, or the Executive Director for School Facilities. It is anticipated that the process for waivers, whether granted or not shall take no more than 10 days. Under no circumstances may any employee commence working if he/she has not yet been fingerprinted and either received clearance or a waiver.

A) Waivers may be obtained by having the prospective custodial employees complete Form OPI-7: "Request for Conditional Fingerprint Clearance." When the form has been notarized, the Custodian Engineer shall forward it to the Borough Plant Manager, who will forward it to the Director of Personnel Investigation. Upon verifying that the fingerprints have

been taken, the Director of Personnel Investigation will determine whether to give a conditional clearance. If a conditional clearance is granted, the conditional clearance will be entered in the HRS system and a copy of the approved OPI-7 will be sent to the hiring Custodian Engineer. Waivers will be granted only where there would otherwise be a disruption of Custodial service.

B) Where an emergency arises and there are no students in the building, and no public activities in progress, Custodian Engineers may hire a temporary employee without fingerprinting for a period of 24 hours or until the next business day, whichever is later.

21. Record Keeping

Custodian Engineers are required to keep all original records accessible and ready to produce within 24 hours. Copies of records going back one year shall be kept on the site.

22. Outside Employment

Custodian Engineers must notify the Deputy Director, Department of Plant Operations, of any outside employment, including employment by another Custodian Engineer. Any question concerning whether there is a conflict of interest should be referred to the Office of Ethics and Conflicts of Interest for determination. Outside employment is permitted but only if it does not interfere with required Department work hours.

The fact that Custodian Engineers disclose outside employment will not be used as evidence of their managerial or confidential status.

Custodian Engineers shall notify the Division of School Buildings upon their employment by a Custodian Engineer in another school. Such hours of employment shall not conflict with the Custodian Engineer's regular working hours and responsibilities.

ARTICLE IV
RATINGS AND TRANSFERS

1. Transfers of Custodian Engineers

Transfers of Custodian Engineers will be made on the basis of two main factors, viz. (1) ability and performance; and (2) seniority credit within the title. All promotional transfers shall be in accordance with the Rating and Transfer Plan, adopted by the Department on June 23, 1960 (Journal, Board of Education, June 23, 1960, pp. 1685-1688) or as subsequently amended by the parties herein except, however, before any promotional transfer is recommended the names of the five highest candidates, together with the breakdown of their respective ratings, shall be submitted to Local 891. Local 891 shall have forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays, to submit any objections.

It is agreed that the Rating and Transfer Plan is grievable under the procedure set forth in Article XVII through the Grievance Appeals Committee, and the eligibility requirement of 20 year service for transfer to a high school is eliminated.

A) 1) Custodian Engineers Level I and II will be eligible for advancement based on minimum years of experience in level, including time served as a permanent employee in the respective predecessor title to that level (i.e., Custodian Engineer for Custodian Engineer (BOE) Level II; School Custodian for Custodian Engineer (BOE) Level 1). Each year of employment will count toward the experience requirements in level, including time served as a permanent employee in the respective predecessor title to that level, except for years where a Custodian Engineer receives a less than satisfactory rating. Experience requirements are as follows:

	<u>Years of Employment</u>	<u>Building Size</u>
Custodian Engineer	1 - 5	0 sq. ft - 50M sq. ft.
(BOE) Level I	5+ - 10	51M sq. ft. - 75M sq. ft.
	10+	76M sq. ft. - 94M sq. ft.

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Custodian Engineer	1 – 5	0 sq. ft. – 100M sq. ft.
(BOE) Level I with a	5+ – 10	101M sq. ft. – 130M sq. ft.
refrigeration license	10+ – 15	131M sq. ft. – 200M sq. ft.
	15+	201M sq. ft. +

Custodian Engineer	1 – 5	76M sq. ft. - 100M sq.ft.
(BOE) Level II	5+ - 10	101M sq. ft. – 130M sq. ft.
	10+ – 15	131M sq. ft. – 200M sq. ft.
	15+	201M sq. ft+

2) The following shall apply:

(i) Custodian Engineers (BOE) Level I who possess a valid certificate of qualification for refrigerating machine operator (unlimited capacity) (herein referred to as “refrigeration license”) shall be eligible to transfer into buildings whose square footage is greater than 94,000 square feet, provided they have the requisite years of satisfactory employment contained in the schedule for Custodian Engineer (BOE) Level I with a refrigeration license. Custodian Engineers (BOE) Level I with 15 or more years of satisfactory employment shall be eligible to transfer into buildings whose square footage is up to 100,000 square feet and if more than one Custodian Engineer (BOE) Level I is in competition for such an assignment, the possession of a valid refrigeration license will not afford a preference to the holder of that license. Custodian Engineers Level II shall continue to have preference over Custodian Engineers Level I for transfer into buildings for which they qualify. Any building requiring a stationary engineer’s license and/or a refrigeration license shall continue to be limited for transfer to those employees who possess such required license(s).

(ii) Seniority of all candidates shall be determined solely by time served in level together with time served in the predecessor title for that level (i.e., School Custodian Engineer with Custodian Engineer (BOE) Level II; School Custodian with Custodian Engineer (BOE) Level I) as determined by permanent appointment date in that level/predecessor title. Original list numbers shall be used to break ties where appointment dates are the same.

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(iii) If a Custodian Engineer (BOE) Level II assignment on a vacancy transfer list within a given seniority bracket is not bid for by a Custodian Engineer (BOE) Level II with the number of years seniority required for the bracket, the Custodian Engineer (BOE) Level II who is in a lower seniority bracket who bids for that assignment will receive that assignment provided that the applicant meets all the qualifications for that assignment and, provided further, that if no one in the proper bracket bids on a job but two or more Custodian Engineers (BOE) Level II in two or more lower brackets bid for that assignment, the qualified Custodian Engineer (BOE) Level II in the higher bracket would be awarded the assignment. If more than one Custodian Engineer (BOE) Level II in the same lower seniority bracket bids for an assignment in the higher seniority bracket that was not filled, selection will be based as per paragraph 3 below.

(iv) If a Custodian Engineer (BOE) Level I with a refrigeration license assignment on a vacancy transfer list within a given seniority bracket is not bid for by a Custodian Engineer (BOE) Level I with a refrigeration license and the number of years seniority required for the bracket, the Custodian Engineer (BOE) Level I with a refrigeration license in a lower seniority bracket who bids for that assignment will receive that assignment provided that the applicant meets all of the qualifications for that assignment and, provided further, that if no one in the proper bracket bids on a job but two or more Custodian Engineers (BOE) Level I with a refrigeration license in two or more lower brackets bid for that assignment, the qualified Custodian Engineer (BOE) Level I with a refrigeration license in the higher bracket would be awarded the assignment. If more than one Custodian Engineer (BOE) Level I with a refrigeration license in the same lower seniority bracket bids for an assignment in the higher seniority bracket that was not filled, selection will be based as per paragraph 3 below.

(v) If a Custodian Engineer (BOE) Level I assignment on a vacancy transfer list within a given seniority bracket is not bid for by a Custodian Engineer (BOE) Level I with the number of years seniority required for the bracket, the Custodian Engineer (BOE) Level I in a lower seniority bracket who bids for that assignment will receive that assignment provided that the applicant meets all of the qualifications for that assignment and, provided further, that if no one in the proper bracket

bids on a job but two or more Custodian Engineers (BOE) Level I in two or more lower brackets bid for that assignment, the qualified Custodian Engineer (BOE) Level I in the higher bracket would be awarded the assignment. If more than one Custodian Engineer (BOE) Level I in the same lower seniority bracket bids for an assignment in the higher seniority bracket that was not filled, selection will be based as per paragraph 3 below.

3) Selection between candidates for advancement or transfer who fulfill the same experience requirements will be based upon ratings over the preceding two (2) years. Where ratings are relatively equal, seniority shall govern. "Relatively equal" shall be defined as within .25 of a point of the rating average.

4) Transfer lists with eligibility dates of January 1, March 1, May 1, September 1 and November 1 shall continue to be issued as per past practice by the Department in the event there are vacancies declared by the Department to be filled by Custodian Engineers.

2. Performance Evaluations – Deferred Wage Increases

A) Performance-Based Agreement

i) The system of evaluating Custodian Engineers shall be a performance-based system with minimum standards established which must be met by the Custodian Engineer. This performance-based system of evaluating Custodian Engineers by the Principal, will utilize the performance based custodial plan annexed as Appendix F and the annual custodial building plan, which will supersede all conflicting prior Department orders and collective bargaining agreements.

ii) Each Custodian Engineer shall have, at a minimum, the duties and responsibilities set forth in Appendix F. The Principal of the Custodian Engineer's assigned school will delegate which duties and responsibilities are expected of the Custodian Engineer on an as-needed basis. New duties and responsibilities may be added as required during the term of this Agreement. Where a Custodian Engineer is responsible for more than one site, the principal or head of the larger site shall be the evaluator of the Custodian Engineer. In doing so he shall consult with the Principal or head of the smaller site who shall also fill out an evaluation form.

iii) The annual custodial performance plan will be formulated by the Principal

consistent with available manpower and resources. If a new plan is not formulated, the prior year's performance plan with any written amendments by the Principal shall be the controlling plan.

B) Procedure

Custodian Engineers agree to an alternative procedure to Sections 75 and 76 of the Civil Service Law (C.S.L.) with regard to evaluation ratings and disciplinary procedures under this Article IV, Section 2, only. The appeal procedure defined herein shall replace those procedures available under Section 75 and 76 of the Civil Service Law, if applicable, except that the burden of proof and evidence requirements of Section 75 of the C.S.L. shall remain in full force and effect and the decision of the Special Master shall be final and binding.

C) Special Master

i) A Special Master shall review all matters involving principals' evaluation ratings and discipline for Custodian Engineers arising under the Performance-Based Custodial Services Plan as recited herein. Each party shall bear one half of the Special Master's fee.

ii) The Special Master shall be appointed by the parties and designated at the beginning of each school year. The Special Master shall serve a one year term, with the possibility of renewal. In the event of death or disability of the Special Master during the term of his or her appointment, the parties shall meet and select a successor within fourteen (14) days of such event. In the event the parties cannot agree upon a successor Special Master, the parties shall request the American Arbitration Association to send to each party a copy of a specially prepared list of proposed arbitrators. In drawing up this list, from their Panel of Labor arbitrators, the Association will be guided by the nature of the duties of the Special Master. Basic information about each potential Special Master will be appended to the list. This shall be done on an expedited basis. Parties are allowed seven days to study the list, strike all names objected to, and number the remaining names in the order of preferences. Where parties want more information about a proposed arbitrator, such information is gladly provided upon request and sample awards are often available from the Department of Publications in New York for a reproduction charge.

Where parties are unable to find a mutual choice on a list, the AAA will submit up to two additional lists, at the request of both parties.

iii) The parties have agreed that after September 1, 2005, a new one year term will begin with a Special Master mutually agreed to by the parties, or, if no agreement is reached, selected as specified above.

D. Evaluation Procedure

There shall be two evaluation periods each year. The evaluation periods shall be: January 1 to June 30 and July 1 to December 31. At the completion of each period, the Principal in consultation with the Chancellor's Representative will evaluate the Custodian Engineer.

Initial Evaluation Period

1. If the Custodian Engineer receives a less than "satisfactory" rating on the Custodian Engineer's evaluation (an average score below 3.00 out of a possible 5.00), the Custodian Engineer shall have the immediate right to review by the Special Master designated in subsection C above, to be held within forty-eight (48) to seventy-two (72) hours of the receipt of the less than "satisfactory" rating. The Special Master shall chair a conference with the Custodian Engineer, his/her representative, the Principal and Chancellor's Representative. The Special Master shall affirm or reject the performance rating. In the event that the rating is affirmed by the Special Master, then the Custodian Engineer shall be eligible for peer intervention funded and operated by Local 891.

Subsequent Evaluation Period

2. If the Custodian Engineer receives a less than "satisfactory" rating (an average score below 3.00 out of a possible 5.00) on the Custodian Engineer's second consecutive evaluation, then the Custodian Engineer will be subject to disciplinary action including termination at the sole discretion of the Special Master. The Custodial Service Rating, attached hereto as Appendix D, shall serve as the only required notice to the Custodian Engineer.

3. The Custodian Engineer shall also have the immediate right to review by the Special Master designated in subsection C above, to be held within seven (7) days of the receipt of the less than "satisfactory" rating. The Special Master shall chair a conference with the Custodian Engineer, his/her representative, the Principal and Chancellor's Representative. If the matter is not resolved at the conference level, the Custodian Engineer shall have the right to a hearing before the Special Master as set forth in subsection 4.

Appeal Procedure

4. If, following the conference defined in subsection D3 above, the matter is not resolved, the Custodian Engineer may appeal the conference determination to the Special Master for a final and binding decision to be held within forty-five (45) days of the date of the conference defined in subsection D3 above. The hearing shall not be public unless agreed to by the parties. Civil Service Law Section 75 standards regarding burden of proof and evidence shall apply. The Special Master shall issue a written decision, signed and acknowledged by the Special Master, delivered to the parties within thirty (30) days after the close of the hearing or the filing of briefs, whichever is later, unless the time is extended by the parties. The decision shall be final and binding and not subject to any further appeal.

E. Collective Bargaining Increases

1) If the Custodian Engineer receives a "satisfactory" rating on the Custodian Engineer's evaluation (an average score of 3.00 or higher, out of a possible 5.00) immediately preceding the effective date of a collective bargaining increase contained herein, then the Custodian Engineer shall be entitled to the payment set forth in Article II, Section 1 subsection C herein.

2) If the Custodian Engineer receives a less than "satisfactory" rating on the Custodian Engineer's evaluation (an average score below 3.00 out of a possible 5.00) immediately preceding the effective date of a collective bargaining increase contained herein, and it is affirmed by the Special Master, then the Custodian Engineer shall not be entitled to the applicable payment set forth in Article II, Section 1, subsection C herein, until such time that he/she receives a satisfactory rating. The review procedures of Article IV, Section 2, subsection D1 herein shall apply.

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3) If the Custodian Engineer, who had received a less than "satisfactory" rating during the initial evaluation period, receives a "satisfactory" or above rating in the subsequent evaluation, following the effective date of a collective bargaining increase contained herein, then the Custodian Engineer will be entitled to payment, pursuant to Article II, Section 1, subsection C herein, retroactive to a date six (6) months subsequent to the date it would otherwise be effective.

4) If a Custodian Engineer receives less than a "satisfactory" rating during the second consecutive evaluation period following the effective date of a collective bargaining increase contained herein, and this rating is affirmed by the Special Master, then the Custodian Engineer will not be entitled to the applicable payments set forth in Article II, Section 1, subsection C herein, until such time that he/she receives a "satisfactory" rating. The Custodian Engineer shall be entitled to the payment set forth in Article II, Section 1, subsection C herein retroactive only to the start date of the satisfactory rating period. The procedures of Article IV, Section 2, subsections D2, 3 and 4 herein shall apply.

F. Future Bi-Annual Evaluation

Periodic evaluations shall continue with two rating periods per year: At the end of each rating period, a Custodian Engineer will be evaluated by the Principal of his or her school in consultation with a Chancellor's representative. These future bi-annual evaluations shall be conducted in accordance with the evaluation procedures defined herein, including the procedures set forth in Article IV, Section 2, subsection D, which shall apply where applicable.

G. Collective Bargaining Evaluation Periods

The initial evaluation period for each collective bargaining increase contained in Article II, Section 1, Subsection C herein shall be:

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<u>Initial Evaluation Period</u>	<u>Collective Bargaining Increases</u>	
July 1 to Dec 31, 2002	April 24, 2003	3 %
July 1 to Dec 31, 2003	April 24, 2004	1.136%
July 1 to Dec 31, 2004	April 24, 2005	3.15%
July 1 to Dec 31, 2005	April 24, 2006	2%
July 1 to Dec 31, 2006	April 24, 2007	5%

3. Promotions

Custodian Engineers shall only be eligible for promotion, voluntary transfer or temporary cares assignment contingent upon a satisfactory evaluation in the most recent evaluation period pursuant to Article IV Section 2 above.

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ARTICLE V

HOURS

The Custodian Engineer shall be in attendance at his/her assignment for day school services from 8:00 a.m. to 5:00 p.m. on weekdays, except on stated holidays, on the Friday after Thanksgiving when this day has been declared a non-school day by the Department of Education, on Rosh Hashanah and Yom Kippur when declared administrative office holidays and at such other times as official permission has been granted for his absence.

All new specifications for contract work issued by the Division of School Facilities will contain a clause adding Rosh Hashanah and Yom Kippur as holidays if schools are closed on those days. Shop mechanics will be redirected to work in the larger schools, such as, but not limited to, high schools, on these holidays except under special circumstances.

Custodian Engineer's hours of work may be changed to 7:00 A.M. to 4:00 P.M. with the approval of the Division of School Facilities. This shall not result in reduction of work time.

The Custodian Engineer shall be allowed one (1) hour for lunch each day, from twelve noon to 1:00 p.m., unless otherwise delayed with official duties, in which event the lunch hour shall be taken as circumstances permit. The Custodian Engineer shall be further allowed such time as may be necessary on paydays for payroll purposes.

The Custodian Engineer shall not be required to be present for extra activities conducted after 5:00 p.m. daily nor for extra activities on Saturdays, Sundays or holidays. In the event of his absence during such activities the Custodian Engineer shall provide a suitable substitute who shall carry out the duties and provide the services required of the Custodian Engineer.

Nothing in this Article shall be construed to relieve the Custodian Engineer of the responsibility of his assignment and he shall be present in the event of an emergency.

ARTICLE VI

CAFETERIAS, LUNCHROOMS AND OTHER FOOD-EATING AREAS

The Custodian Engineer shall provide such cleaning services, heating and minor repairs to cafeterias, lunchrooms and established food-eating areas as are normal to classrooms, and as prescribed in the Rules and Regulations for the Custodial Force now in force or as may be amended.

In addition thereto, the Custodian Engineers shall be responsible for removing the containers of garbage and refuse from the cafeterias, lunchrooms and other established food-eating areas, incinerating or otherwise disposing of the contents of those containers, and returning such containers to the areas from which they were removed. The Custodian Engineer shall also be responsible for moving chairs and/or benches immediately after the final lunch period has ended in order to enable the custodial force to perform all the Custodian Engineer's required duties. As described in Appendix F, the Custodian Engineer shall have the entire floor of the cafeteria/lunchroom area scrubbed. The Custodian Engineer shall be responsible for spot mopping spillages daily during the lunch period.

The Department agrees that personnel, other than the custodial staff, shall perform any and all other services required in connection with the operation of such cafeterias, lunchrooms and other established food-eating areas, and, in particular, shall remove refuse and trash from tables, benches and chairs to proper containers for removal, and also wipe clean tables, chairs and/or benches immediately after the lunch period has ended, in order to enable the Custodian Engineer to perform all his/her required duties.

ARTICLE VII

PENSIONS

Pension Salaries for Pension Purposes Only

The pension salary shall be equal to the maximum permissible retainage for day school service for the building assignment.

During the term of this Agreement the increased pension salaries for pension purposes only shall be in accordance with the "Pension Salaries for Pension Purposes Only" annexed hereto, made a part hereof, and marked Appendix "C".

Nothing in this Article shall be construed as increasing either the Custodial Factor of Custodial Allowance for Day School Services or the Maximum Permissible Retained Earnings, except as may otherwise be provided in this Agreement.

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ARTICLE VIII

VACATIONS

Vacations shall be taken by the Custodian Engineer in accordance with the Rules and Regulations for Administrative Employees, as presently established or as may hereafter be amended.

The annual leave allowance for Custodian Engineers is as follows:

<u>Years in Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
At the beginning of the employee's 1 st year	15 work days	1 1/4 days per month
At the beginning of the employee's 5 th year	20 work days	1 2/3 days per month
At the beginning of the employee's 8 th year	25 work days	2 days per month plus 1 additional day at the end of the leave year
At the beginning of the employee's 15 th year	27 work days	2 1/4 days per month

ARTICLE IX

CUSTODIAL EMPLOYEES

The minimum wages of the custodial employees shall be fixed by the Department. Any increases in hourly rates of pay to custodial employees, exclusive of payments to pension and welfare funds, that may hereafter be granted during the term of this Agreement shall be incorporated in and made a part of the schedule of custodial compensation for regular day school services and schedule of custodial compensation for extra activities, and shall be implemented on the date such increases become effective.

Local 891 agrees that its members shall not discriminate in the employment of custodial employees because of sex, age, race, creed, color, national origin or sexual orientation.

Back Pay Awards

Any back pay award relating to the settlement or determination of any proceeding between the employees and the Custodian Engineers shall be an allowable labor expense. A copy of the settlement or decision will be attached to the Borough Office copy of the Compensation Report.

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ARTICLE X
NO-STRIKE CLAUSE

Local 891 and the Department recognize that strikes and other forms of work stoppages by the Custodian Engineers are contrary to law and public policy. Local 891 and the Department subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption to the school program. Local 891 therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the Custodian Engineers, nor any instigation thereof.

ARTICLE XI

WELFARE BENEFITS

The Department of Education shall provide funds on a pro rata basis per month on behalf of each Custodian Engineer for the purpose of making available for each Custodian Engineer welfare benefits under a plan which has been established jointly by representatives of Local 891 and the Department.

- A) Effective July 1, 2004, the contribution to the welfare fund shall be increased by \$65 per annum for each full-time Custodian Engineer for an annual sum of \$1,540.
- B) Effective July 1, 2005, the contribution to the welfare fund shall be increased by \$35 per annum for each full-time Custodian Engineer for an annual sum of \$1,575.
- C) Effective January 1, 2006, the contribution to the welfare fund shall be increased by \$65 per annum for each full-time Custodian Engineer for an annual sum of \$1,640.
- D) Effective July 1, 2006, the contribution to the welfare fund shall be decreased by \$100 per annum for each full-time Custodian Engineer for an annual sum of \$1,540.
- E) Effective June 1, 2008, the contribution to the welfare fund shall be increased by \$100 per annum for each full-time Custodian Engineer for an annual sum of \$1,640.
- F) The per annum contribution rates paid on behalf of Custodian Engineers separated from service to a welfare fund which covers such Custodian Engineers shall be adjusted in the same manner as the per annum contribution rates for other Custodian Engineers are adjusted pursuant to sections A) and B) above.
- G) The Union agrees to provide welfare fund benefits to domestic partners of covered Custodian Engineers in the same manner as those benefits are provided to spouses of married covered Custodian Engineers.

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ARTICLE XII
EQUITY FUND AND ADDITIONS TO GROSS

A) Equity Fund: Subject to Equity Fund review and procedures, the parties agree that in no event shall the total cost of the Equity Fund exceed the cost of a 0.40 percent increase, including spin-offs and pensions based upon the December 31, 1991 payroll. The parties have agreed to a partial distribution of equity funding subject to confirming the actual amounts available. The partial distribution shall be allocated as follows:

- i) \$50,000 shall be allocated as funding for the Affirmative Action program defined in Article XV, Section 3, herein.
- ii) \$175,000 shall be allocated to fund the Peer Intervention Program defined in Article IV, Section 2, herein. There shall be at least one full-time program coordinator whose salary shall not exceed the MPR. The remainder of the funding shall be distributed pursuant to subsection A), part v) below. The program coordinator shall not be required to testify at any proceeding involving peer intervention.
- iii) \$25,000 shall be allocated to initiate a Custodian Engineer Professional Skill Enhancement Educational program in institutions approved by the Labor-Management Panel under subsection A), part v) below.
- iv) Any monies allocated under this section shall be maintained by the union in accounts separate from the remainder of union funds and the records of the accounts shall be open to inspection by a representative of the Department and/or a representative of the City.
- v) The allocation of any remaining funds together with the methods of distribution shall be discussed by a Labor-Management Panel comprised of two (2) representatives of Local 891, one (1) representative of the Department and one (1) representative of the City, subject to the usual equity procedures.

B) Additions to Gross: Subject to Equity Fund review and procedures, the parties agree that Additions to Gross shall not exceed a cost of 0.11 percent increase based upon the December 31, 1999 payroll including spin-offs and pension. Allocation of this increase if applicable shall be discussed and determined by the panel as referenced in subsection A), part v), above.

ARTICLE XIII

HEALTH AND STABILIZATION FUND

It is understood between the parties herein that the agreement on the Health and Stabilization Fund reached between the City of New York and the Municipal Coalition of Unions memorialized in the 1995-1999 Municipal Coalition Memorandum of Economic Agreement will apply to the Custodian Engineers.

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ARTICLE XIV
LEGAL REPRESENTATION,
INDEMNIFICATION AND CLAIMS

Custodian Engineers shall be required to report all cases of assault against them, arising out of their employment, to the Principal, the Executive Director of the Division of School Facilities, the Executive Director of the Division of Human Resources and the General Counsel to the Chancellor. The General Counsel to the Chancellor shall immediately inform the Custodian Engineer involved of his legal rights and shall provide him with such information in a written document, together with an offer to assist the Custodian Engineer by (1) obtaining from the police and from the Principal of the school the relevant information concerning the assailants; (2) representing the Custodian Engineer in Court; and (3) acting in other appropriate manner so as to create a liaison between the Custodian Engineer, the police and the Court. The assistance of the General Counsel to the Chancellor set forth in (1), (2) and (3) above is intended solely to apply to the criminal aspects of any case arising out of such assault.

1. In the event that a Custodian Engineer is sued in state or federal court for alleged actions or alleged omissions which were within the scope of the Custodian Engineer's employment and in the discharge of the Custodian Engineer's duties, then in accordance with Section 2560 of the Education Law, the Custodian Engineer will be entitled to legal representation and indemnification pursuant to the provisions of, and subject to the conditions, procedures and limitations contained in Section 50-K of the General Municipal Law. In cases concerning alleged actions or omissions by a Custodian Engineer, in the Custodian Engineer's capacity as an employer or prospective employer of others, the conditions, procedures and limitations of Section 50-K shall apply, and in addition, the duty to represent and indemnify shall not arise upon a determination by the Corporation Counsel, that the Custodian Engineer has not acted in accordance with applicable local, state or federal statutes or regulations, at the time the alleged damages were sustained.

2. In the event that a complaint is filed against a Custodian Engineer before the New York State Division of Human Rights, the New York City Commission on Human Rights or the United States Equal Employment Opportunity Commission, for alleged actions or alleged omissions which were

within the scope of the Custodian Engineer's employment and in the discharge of the Custodian Engineer's duties, then the Custodian Engineer will receive legal representation pursuant to the current agreement between the parties concerning the retention of private counsel by the union to defend these complaints and/or arbitrations. The legal representative retained to defend the complaint shall be compensated under the terms of the existing agreement between the parties.

3. Indemnification shall be provided by the Department of Education of the City School District of the City of New York in these enumerated administrative proceedings, pursuant to the provisions of, and subject to the same conditions, procedures and limitations, which are applicable to federal and state court lawsuits pursuant to Section 50-K of the General Municipal Law; in addition, the duty to indemnify shall not arise upon a determination by the Corporation Counsel, that the Custodian Engineer has not acted in accordance with applicable local, state and federal statutes and regulations, at the time the alleged damages were sustained.

4. Any pending administrative proceeding or court case shall be covered by this agreement subject to the same terms and conditions as set forth herein. The timing of the Corporation Counsel's determination as to whether a Custodian Engineer shall be indemnified in a particular proceeding or court case, shall be governed by the same practices and procedures applicable to all other Department of Education employees. When a Custodian Engineer is sued in either an administrative proceeding or in court, he or she must immediately forward a copy of the complaint to the Office of Legal Services of the Department of Education.

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ARTICLE XV

FAIR PRACTICES

1. Representations

Local 891 represents that it will maintain its bargaining status by continuing to admit to its membership all Custodian Engineers regularly or provisionally appointed by the Department; that every effort or positive remedy shall be taken against its members to effectuate a compliance with all the terms, conditions and provisions of this Agreement; and that any known detrimental or adverse action shall be taken by either party to the other as may be deemed appropriate.

2.

Local 891 agrees to maintain its eligibility to represent all Custodian Engineers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status or sexual orientation and to represent equally all Custodian Engineers without regard to membership or participation in, or association with the activities of, any employee organization.

The Department agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation or membership or participation in, or association with the activities of, any employee organization.

3. Affirmative Action

To address the under-representation of minorities and women in the positions of handy-person, fireperson, stationary engineer, Custodian Engineer, the parties agree to adopt an affirmative action program to enlarge the pool of qualified minority and women candidates for those positions. This shall be accomplished in the following manner:

A) In the event of a vacancy or promotion to a position of handy-person, fireperson or stationary engineer, the Custodian Engineer will give preferential consideration to minorities and women including, but not restricted to, personnel 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. Seniority shall be a factor in this determination. Shift changes are not included in this provision.

B) The parties will establish an affirmative action program funded by Local 891 pursuant to Article XIII A herein, to enlarge the pool of qualified minority and female candidates. The parties shall establish a joint committee comprised of two (2) Custodian Engineer representatives, one (1) Department representative and one (1) City Representative. The committee shall ensure compliance with the goals of this provision which is the expenditure of a minimum of \$30,000 to provide scholarships for minorities and women on an impartial basis and \$20,000 to be used for an outreach program for minorities and women.

ARTICLE XVI

POLICY

1. Policy Statement

There shall be discussion on policy matters between representatives of the Department and Local 891 with the intent to reach agreement when conditions change or when new conditions arise which may affect the custodial operations. The proper subjects of such discussion within the meaning of this provision are, but not limited to, changing wages and working conditions of custodial employees, revision of custodial schedules and allowances for day school services or extensions thereof, schedule of fee payments for extra activity services, changing conditions, requirements and/or standards of custodial operations and services, directives, orders and rules of the Division of School Facilities or other official directives of the Department, complaint and grievance procedures, rating and transfer plan revisions, vacations, holiday and sick leave revisions, legal representation under certain conditions, disputed interpretations or implementations of the terms and intents of this Agreement and any other matter which may directly or indirectly affect Custodian Engineers.

Nothing herein contained, however, shall be construed to vary the terms and provisions of this Agreement or shall prevent or delay unduly the taking of action by the Department necessary for the proper conduct of the business of the Department.

2. Policy Procedures

The representatives of the Department shall advise Local 891 of any new policies or conditions which should be the subject of policy consultation and the representatives of Local 891 shall advise the Department, the Chancellor and/or the representatives of the Department of similar matters coming to its attention.

3. Advisory Committee

There shall be established an Advisory Committee consisting of the following representatives of the Department: (1) Executive Director of the Division of School Facilities, (2) Director of the Office of Plant Operations, Engineering and Maintenance, (3) Deputy Director of Plant Operation

Services: and the following representatives of Local 891: Three (3) committee members appointed by the President of Local 891.

This Committee shall consider all matters stated in Subdivision 1 of this Article and shall submit its recommendations to the Chancellor or to the Department with respect to such matters.

This Committee shall meet at such times as may be designated by either party to this Agreement on notice to the other in writing and setting forth the matters and justification thereof to be considered and determined by it. Such meeting shall be held within ten (10) calendar days after the date of such notice. The determination of this Committee shall be submitted to the Chancellor in the form required by it, together with the opposing views of either party.

Nothing herein contained shall be construed to prevent either party from seeking appropriate redress under any other provisions of this Agreement.

4. It is the expressed intention of the Department to continue its study of custodial operations and to formulate satisfactory plans for improvement of custodial services and methods of operations. These shall include but not be limited to the utilization of the "direct system" and/or the "independent contract system," the establishment of suitable custodial training programs and the review of the present rating and inspection procedure.

Nothing herein contained shall be construed to preclude the Department from adopting the direct system, contract system or any other system of custodial operations. Nothing herein shall be construed to preclude the Department from continuing to have the unfettered right to privatize schools or to preclude the Department from adopting any other system.

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ARTICLE XVII

COMPLAINTS AND GRIEVANCES

Within the meaning of this Article, the word "complaint" shall mean any alleged violation by a Custodian Engineer of the terms of this Agreement or of the Rules and Regulations for the Custodial Force, and the word "grievance" shall mean a violation, misinterpretation or inequitable application by the Department of any of the provisions of this Agreement or the Rules and Regulations for the Custodial Force, except that the term "grievance" shall not apply to any matters as to which (1) a method of review is prescribed by law, or by any rule or regulation of the Civil Service Commission or of the State Commissioner of Education having force and effect of law, or by any By-Law of the Department of Education, or (2) the Department of Education is without authority to act.

1. Complaints

The Custodian Engineer shall receive the complaint in writing. The Custodian Engineer shall have the opportunity to answer the complaint within five (5) working days, and thereafter shall be given full opportunity to be heard in connection therewith. At the option of the Custodian Engineer, Local 891 may represent him in this matter. Such procedures shall be followed prior to any recommendation to the Chancellor for the suspension of such Custodian Engineer and the preferment of charges in connection therewith, except with respect to complaints involving a commission of a crime. When charges are preferred against a member of Local 891, Local 891 shall receive a copy of the charges at the same time as the Custodian Engineer.

2. Grievances

The following shall be the established procedure with respect to grievances:

A) The Custodian Engineer and/or Local 891 representing the Custodian Engineer shall present the grievance, in the first instance, to the Executive Director of the Division of School Facilities within thirty (30) days after the occurrence thereof. The said Executive Director or his/her designee shall hold a hearing within six (6) working days from the receipt thereof. Copies of the minutes shall be given to all interested parties.

The Executive Director of the Division of School Facilities shall render a written decision within six (6) working days after the termination of the hearing, as above provided, or any adjournment thereof. If the Executive Director of the Division of School Facilities sustains such grievance, he/she shall recommend appropriate action. If the Executive Director of the Division of School Facilities does not sustain such grievance he/she shall notify all interested parties within six (6) working days after the termination of the hearing, as above provided, or any adjournment thereof. Within six (6) working days of the receipt of said notification an appeal may be made by any interested party to the Chancellor and on said appeal a full review of the grievance shall be made with the same representation as above stated.

(C) The Chancellor or his designee will hear the grievance within ten (10) working days of receipt thereof and will render a decision within ten (10) working days of the hearing.

3. Grievance Appeals Committee

A grievance which has not been resolved at the level of the Chancellor may be submitted by any interested party to a grievance appeal committee. There shall be three members of the grievance appeals committee. One shall be appointed by the Chancellor; one by the President of Local 891; and a permanent impartial arbitrator will be selected as Chairman of the Grievance Appeals Committee and will serve at the pleasure of the parties. The proceeding may be initiated by filing with the Department and the Chairman or the American Arbitration Association, as the case may be, a notice of arbitration. The notice shall be filed within ten (10) working days of the receipt of the decision of the Chancellor. The notice shall include a brief statement setting forth precisely the issues to be decided by the grievance appeals committee and the specific provision of the agreement involved.

A) In the event that the Chairman's services are terminated by the parties, the voluntary Labor Arbitration Rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the selection of the arbitrator, the hearings and fees and expenses.

B) The grievance appeals committee shall issue its decision by majority vote not later than thirty (30) days from the date of the closing of the hearing or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the grievance appeals committee. The decision shall be in writing and shall set forth the grievance appeals committee's

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opinion and conclusions on the issues submitted. The grievance appeals committee shall limit its decision strictly to the application and interpretation of the provisions of this Agreement and it shall be without power or authority to make any decision.

i) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;

ii) Involving Department discretion or Department policy under the provisions of this Agreement, under Department By-Laws, or under applicable law, except that it may decide in a particular case that Department policy was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion;

(iii) Limiting or interfering in any way with the powers, duties and responsibilities of the Department under its By-Laws, applicable law and rules and regulations having the force and effect of the law. The decision of the grievance appeals committee shall be in writing and, if made in accordance with its jurisdiction and authority under this Agreement, shall be final and binding upon all interested parties and they shall abide by it. The grievance appeals committee may fashion an appropriate remedy where it finds a violation of this Agreement. To the extent permitted by law, an appropriate remedy may include back pay. The grievance appeals committee shall have no authority to grant a money award as a penalty for a violation of this Agreement except as a penalty is expressly provided for in this Agreement. The chairman's fee will be shared equally by the parties to the dispute.

4. General Provisions as to Grievances and Arbitration

A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the rights of the Department to take the action complained of, subject, however, to the final decision on the grievance.

B) Except as provided for in Article IV, Section 2 herein, nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

C) All grievance conferences shall be held at convenient times and locations in order to

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afford a fair and reasonable opportunity for all those entitled to be present to attend. When such conferences are scheduled during Department working hours all persons participating shall be excused from their regular duties without loss of pay.

5. Time Limits

Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level. The time limits specified in this procedure may be extended in any specific instance by mutual agreement.

6. The "interested party" or "interested parties" referred to in this Article shall constitute the parties to this Agreement, the Custodian Engineer involved and any representatives on their behalf, and each of them may participate in all of the steps herein before provided.

7. No officer or executive Board member, delegate, representative or agent of a minority group or organization shall represent the aggrieved employee at any step in the grievance procedure. An "agent" shall include any person who, acting in an official capacity for a minority group or organization, regularly performs for that organization such acts as: distributing literature, collecting dues, circulating petitions or soliciting membership. An "agent" shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A "minority group or organization" shall mean any organization, other than Local 891, which exists or acts for the purpose of dealing with the head of a school or any Department official for the improvement of working conditions, or the handling of grievances of employees in the bargaining unit.

8. Notwithstanding the above in Sections 1-7, any Custodian Engineer who is arrested and/or indicted on felony charges for a matter directly related to the performance of their duties or for any felony offense on property operated by the New York City Department of Education, or felony or misdemeanor offense involving an individual who is either under the age of eighteen or a student of the Department of Education, shall be brought before a specially named, mutually appointed Arbitrator. The union is under no obligation to represent the individual at the hearing, but may at its own discretion.

That Arbitrator, within two weeks of appointment on each case, will examine the available evidence and determine whether probable cause exists for the felony charge(s). If he/she determines that there is probable cause to believe that the actions alleged were committed by the employee and the employee was arrested and/or indicted on a felony charge for a matter directly related to the performance of their duties or for any felony offense on property operated by the New York City Department of Education, or felony or misdemeanor offense involving an individual who is either under the age of eighteen or a student of the Department of Education, then the Custodian Engineer in question will have his/her biweekly pensionable earnings reduced by an amount equal to the difference between Maximum Permissible Retainage and the Custodial Factor for their current assignment. The amount of that difference will be listed among their deductions. Sixty (60) days after the implementation of such a reduction the Department may declare that Custodian Engineer's assignment vacant.

Probable cause exists when evidence or information which appears reliable discloses facts or circumstances making it likely that such conduct occurred and that such person committed the conduct. The hearing officer may accept hearsay as evidence of probable cause, and a criminal complaint and corroborating affidavit, or an indictment, is sufficient evidence to create a rebuttable presumption of probable cause.

Said probable cause hearing should not exceed one half of a hearing day.

If the criminal charges are ultimately dropped, the individual is found not guilty, or the individual is convicted of some offense other than a felony or misdemeanor, then the Custodian Engineer shall receive back all monies that have been deducted from his earnings. If said Custodian Engineer's previous assignment is no longer available then he/she will be placed in a vacancy of equal or greater size within the same borough of their previous assignment. If no such assignment is available he/she will be placed in another available vacancy within the borough of their previous assignment and shall be funded for the MPR of his previous assignment.

If the Custodian Engineer is convicted of a felony or misdemeanor, he/she will not be entitled to reimbursement of the monies deducted.

If the Custodian Engineer is convicted of a felony, the DOE shall provide the Custodian Engineer and Local 891 with 30 calendar days notice of termination of the employee which shall be effective at the end of the 30 day period without the need for a hearing or trial. Where the Custodian Engineer is convicted of a felony, Local 891 and the member waive all rights granted under Sections 75 and 76 of the Civil Service Law.

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ARTICLE XVIII

PAYMENT OF DEATH BENEFIT FOR CUSTODIAN ENGINEER WHO
DIES FROM INJURY INCURRED IN THE COURSE OF EMPLOYMENT

In the event that a Custodian Engineer dies because of an injury arising out of and in the course of his employment through no fault of his own, and in the proper performance of his duties, a payment of \$25,000 shall be made from funds other than those of the Department of Education Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the employee's beneficiary or estate.

The procedure for the payment and approval of the death benefit shall be made in a manner consistent with Department policy.

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XX ARTICLE XIX

PAYMENT OF DECEASED CUSTODIAN
ENGINEER'S ANNUAL LEAVE TIME

If a Custodian Engineer dies while in the Department's employ, his beneficiary or estate shall receive payment in cash for all unused accrued annual leave to a maximum of fifty-four (54) days credit.

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XXV ARTICLE XX

DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY

Upon the determination of the Chancellor that a Custodian Engineer has been physically disabled because of an assault arising out of and in the course of his employment, the Chancellor will grant the injured Custodian Engineer a leave of absence with pay not to exceed eighteen months provided that such injury is compensable under the Workers' Compensation Law. If a Custodian Engineer is granted a leave of absence with pay pursuant to this Article, he shall receive on a weekly basis the difference between the pension salary rate for his building assignment and his compensation rate without charge against his annual leave. The Custodian Engineer shall, as a condition of receiving benefits under this Article, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in an amount equal to the pay received pursuant to this Article and to medical disbursements, if any, made by the Department but not to exceed the amount of such proceeds. Such assignment shall be in a form prescribed by the Law Counsel of the Department. The injured Custodian Engineer shall undergo such medical examinations as are requested by the Workers' Compensation Division of the Law Department and the Department of Education, and when found fit for duty by the Workers' Compensation Board, shall return to his employment.

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ARTICLE XXI

TERMINAL LEAVE

Custodian Engineers who retire shall be granted terminal leave as follows:

(a) In the case of Custodian Engineers with ten or more years of service the maximum allowable terminal leave shall not exceed forty (40) calendar days for every ten (10) years of service, prorated at the rate of four (4) calendar days per year or major fraction thereof.

(b) In the case of a Custodian Engineer with less than ten (10) years of service terminal leave shall be granted in the amount of four (4) calendar days per year of service or major fraction thereof.

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ARTICLE XXII
PERSONNEL FOLDERS

Custodian Engineers shall receive a copy of any evaluatory statement of their work performance or conduct which is placed in their permanent personnel folder. Custodian Engineers shall be given an opportunity to answer any such evaluatory statement placed in their folder, and their written answer shall be attached to the evaluatory statement in the folder.

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ARTICLE XXIII

IDENTIFICATION CARDS

The Department shall furnish identification cards to all Custodian Engineers who have served continuously for six months. The loss of an identification card shall be reported immediately, and the card shall be replaced at cost to the Custodian Engineer. Upon separation from service a Custodian Engineer shall not receive his final paycheck until he has returned his identification card, or has submitted an appropriate affidavit of loss.

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ARTICLE XXIV
INFORMATION ON LEAVE CREDIT

Information as to all accumulated leave balances will be given to each Custodian Engineer in writing at least once a year.

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ARTICLE XXV
POLICY ON EXTENDED ABSENCE BECAUSE
OF ILLNESS OR INJURY

A Custodian Engineer who becomes unable to perform his duties because of personal illness or injury shall notify his Borough Plant Manager who will arrange for the maintenance of custodial services of the buildings and grounds by a Custodian Engineer assigned on unofficial temporary care.

The building normally will be left in unofficial temporary care while the Custodian Engineer is incapacitated for at least thirty (30) calendar days. Unofficial temporary care may be extended after thirty (30) days for a period of up to ninety (90) additional calendar days at the discretion of the Deputy Director of Plant Operation Services. The Director shall give consideration in determining the length of unofficial temporary care to the Custodian Engineer's length of service, prior sick absences as reported, and the needs of the school.

An additional period of official temporary care not to exceed six (6) months may be authorized by the Director of the Plant Operation Services in his discretion based upon consideration of the Custodian Engineer's length of service, prior sick absences as reported, and the needs of the school.

If the Custodian Engineer does not return to duty at the end of the period of official temporary care allowed, under this policy, a provisional or permanent Custodian Engineer may be assigned to replace the incapacitated Custodian Engineer.

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ARTICLE XXVI
COMPENSATION FOR CUSTODIAN ENGINEER
ON ASSIGNMENT OR TERMINAL LEAVE

When a Custodian Engineer is paid as an individual while administratively assigned away from his building assignment or on terminal leave he shall be paid at the same annual rate as provided in Appendix "C," Maximum Permissible Retainage for Day School Services and Pension Salaries for Pension Purposes Only for his most current building assignment; except as set forth in Article XVII: Complaints and Grievances, Section 8.

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ARTICLE XXVII

WAIVER AND SAVINGS CLAUSE

Local 891 hereby agrees, on behalf of its members, to the limitations of income and the controls set forth in this Agreement and hereby waives, on behalf of its members, any legal or equitable rights they may otherwise have with respect thereto. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect. However, should any provision of this Agreement, requiring the approval of resolution of the Department or of any retirement system, be not so approved, then this Agreement in its entirety shall be of no force and effect.

With respect to matters not covered by this Agreement, such matters shall be treated and administered in the same manner as if this Agreement were not in existence between the parties.

09005

ARTICLE XXVIII

NOTICE – LEGISLATIVE ACTION

This Article is required by the Public Employees' Fair Employment Act, as amended by Section 204a, approved March 10, 1969.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

09.005

ARTICLE XXIX

UNUSED SPACE

The minimum amount of unused space required, before application of the deduction will be 3,000 square feet provided that 50% of the unused space is on the same floor and in the same proximate area. Deductions for unused space will not be made during May, June, July or August. There will be no deduction for unused space until the area subject to deduction is secured by the Department.

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ARTICLE XXX

MERGERS

1. The Department may merge all buildings up to and including 25 thousand square feet. Effective June 1, 2008, the Department may merge all buildings up to and including 35 thousand square feet.
2. To pay for a minimum of one full-time employee (fireperson or cleaner) where there are insufficient funds to support day services, the Custodian Engineer may apply to Plant Operations for additional funds. The Department shall attempt to keep merged buildings to 75,000 square feet. If a merged building exceeds 75,000 square feet, the Custodian Engineer Level I shall remain in the building, however, when the Custodian Engineer Level I leaves, the building will be listed on an appropriate schedule.
3. Remove only Custodial factor money from the smaller of the merged buildings.
4. Each building would receive its own IBM card. (Building Schedule)
5. The merged buildings would show (a) all monies allotted to run each building plus the Custodian Engineer's factor and max as a combination of the square footage of the merged buildings, however the new factor and the max should be no less than \$3,606 above the factor and max in the original larger building. (This shall conform to Appendix "C"). This shall apply to all presently merged buildings. Effective April 24, 2003, this shall increase to \$3,714. Effective April 24, 2004 this shall increase to \$3,756. Effective April 24, 2005, this shall increase to \$3,874. Effective April 24, 2006 this shall increase to \$3,951. Effective April 24, 2007, this shall increase to \$4,149.
6. Each building must have a separate allotment and requisition books for Bulbs, Paint and C1-supplies.

09005

7. All supplies and material must be delivered to their respective buildings. "A" materials and supplies delivered to "A" building and "B" materials & supplies to "B" building.
8. Once a building is merged, it shall not be separated unless discussed with Joint Committee of Custodian Engineers and Department.
9. Custodian Engineers will submit one P.O #1 Form & one P.O. #2 Form for the merged buildings.
10. Activity monies for each building are to be calculated separately.
11. Only one building may be merged with a second and the continued merged status of the two shall be subject to Joint Committee discussion as above.
12. In the event the department merges an assignment of 35,000 sq. ft. or less in which there is a CE permanently assigned, that CE will be given the opportunity to bid on an assignment off one transfer/vacancy list. If he/she is not awarded a transfer, the department shall temporarily assign the CE within the same borough as their previous assignment.

ARTICLE XXXI
TEMPORARY CARE

Official Temporary Care (Illness of Custodian Engineer): Where a school has been placed in official temporary care due to the illness of the Custodian Engineer assigned thereto the limitation, as set forth in Section "2" of Article II herein, shall apply solely with respect to the schools in official temporary care and shall not be considered with the regular assignment of the Custodian Engineer.

Any excess above the combined maximum permissible retained earnings for the official temporary care will be the responsibility of the official temporary care Custodian Engineer. However, any monies turned over to the ill Custodian Engineer by the Custodian Engineer in official temporary care shall not be included as an expense but may be listed in Section B of the supplementary to the custodial compensation report as a separate item and identified as such.

The Division of School Facilities will provide a copy to Local 891 of the list of candidates for temporary care assignments.

"Temporary Care" shall be paid at 75% of the maximum permissible day school earnings. However, in the event a "Temporary Care" is continued past six (6) months, it shall be paid at 100% of the maximum permissible day school earnings. The reduction shall not be in effect for more than six (6) months in any twelve (12) month period in a particular school. The building allowance will not be affected during the period a building is in "Temporary Care."

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ARTICLE XXXII

AGENCY SHOP

If, during the term of the collective bargaining agreement between the Department and Local 891 covering the unit described above, the City of New York, pursuant to either an Executive Order of the Mayor or appropriate State legislation, grants to a labor organization recognized as the exclusive collective bargaining representative of its employees a privilege similar to the so-called "Agency Shop", the Department of Education will meet with Local 891 and discuss the granting of such privilege to Local 891 for the unit covered by the collective bargaining agreement between the Department and Local 891 described above.

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IX ARTICLE XXXIII

WORKERS' COMPENSATION COVERAGE FOR INJURIES
INCURRED DURING WORK RELATED TRAVEL

It is the understanding of the Department and Local 891 that a school Custodian Engineer while traveling to and from his regular place of employment to perform emergency work, at the direction of his superior outside his normal working hours is covered under the provisions of the Workers' Compensation Law for injuries sustained while so traveling to and from his employment.

ARTICLE XXXIV
RESPONSE TO INTRUSION ALARMS

Custodial response to alarms shall be governed by the following considerations:

1. The alarm system should be tested once a month to determine if the central station receives the signals. This equipment also operates on standby batteries and bi-monthly the transformer or plug from the transmitter to a nearby receptacle should be removed and the system tested. Each test shall be logged.
2. All matters related to alarm repairs and problems shall be directed to the Borough Office.
3. P.O. #18 requests for alarm repairs shall be forwarded to the Borough Plant Manager. Inoperative alarms shall be reported to the Borough Office by telephone and a follow-up P.O. #18 forwarded noting the date called.
4. Alarms in proper working order must be turned on whenever the building is unoccupied.
5. Custodian Engineers will be reimbursed for the full labor costs of alarm response on a P.O.
#1. In the event that the Custodian Engineers respond to the alarm they shall receive a minimum of 4 hours compensatory time.
6. Custodian Engineers will provide two names, and their telephone numbers, for alarm response. Notification shall be received from the Central Station. One person shall be the primary for responding to alarms and the second person shall be the alternate for responding to alarms.
7. Custodial personnel responding to alarm conditions will report to the local Police Precinct. Police personnel will accompany the custodial personnel to the building and remain until the safety of the custodial personnel is assured.

8. In the event of a false alarm the Custodian Engineer will request repair of the system on a P.O. #18.

9. When a Custodian Engineer receives a notification from the Police Department that they will no longer respond to alarms from the building, the Custodian Engineer will not be required to respond until such time as the condition is corrected and the Police Department indicates they will respond. Custodian Engineers receiving such notices will immediately notify the Borough Plant Manager.

The Central Station will be informed and will be directed not to call custodial personnel until the condition is corrected and the Police Department indicates that they will respond again. Custodian Engineers shall service intrusion alarms, subject to mutual agreement. Custodian Engineers shall be reimbursed for labor costs.

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ARTICLE XXXV

FIRE SAFETY DIRECTORS

1. Custodian Engineers assigned to buildings which are subject to Local Law 5, 1973 as revised, shall assume responsibility for providing services of fire safety director as defined in Local Law 5.

2. The following increases shall be applied to the custodial factor and to the "maximum permissible retained earnings for day school services and pension salaries for pension purposes only" which were in effect in the subject buildings:

	<u>12/31/99</u>	<u>1/1/00</u>	<u>1/1/01</u>
Buildings up to and including 100,000 square feet	\$5,206.11	\$5,414.35	\$5,630.92
Buildings over 100,000 up to and including 200,000 square feet	\$6,507.63	\$6,767.93	\$7,038.65
Buildings over 200,000 square feet	\$7,809.15	\$8,121.51	\$8,446.37

3. Full services will be provided without additional charge for labor except that in buildings under 100,000 square feet or where hardship exists, the parties will meet to consider adjustments.

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4. Any Custodian Engineer charged with violation of Local Law 5 or any rules or regulations thereunder while providing Fire Safety Director services will be defended and indemnified to the extent permitted by law; however in the event that the Corporation Counsel of the City of New York declines to defend a Fire Safety Director or Deputy Fire Safety Director, the Department agrees to reimburse such Fire Safety Director or Deputy Fire Safety Director for any legal fees incurred in his or her defense if that individual is legally determined to be acting within the scope of his or her responsibilities.

5. The Department will pay the cost of any course required to be completed by Fire Safety Directors or their Deputies which is given by a school or organization acceptable to the Fire Department.

6. The Department of Education shall provide, maintain, repair and otherwise be responsible for all equipment, signs and other paraphernalia required by Local Law 5 of 1973, as revised, or regulations thereunder.

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ARTICLE XXXVI

ENVIRONMENTAL LABOR-MANAGEMENT COMMITTEE

1. The parties recognize that cooperation between the parties is essential to the delivery of school-based environmental services. Toward this objective, the parties agree to make a joint effort to develop training programs, compliance programs and seminars which achieve the environmental objectives of the City and the Department. The joint effort requires a commitment on the part of Local 891 to assist the Department by serving as a school-based environmental engineering coordinator and a commitment on the part of the Department to provide the proper training, direction and resources to implement their policies. Due to the varied nature and location of environmental concerns, individual Custodian Engineers, after consultation with their Principal, shall implement specific maintenance and reporting programs best suited for their location.

2. The individual Custodian Engineer shall implement the recycling program and other environmental duties as directed by the Principal.

3. Since the parties recognize that cooperation between management and employees is indispensable to the accomplishment of an effective environmental program, they shall jointly maintain and support a Labor-Management committee, which will be established by the parties as follows:

(A) The Labor-Management Committee shall consider and recommend to the Chancellor changes in environmental maintenance procedures and the working conditions of the employees within the Department who are covered by this Agreement. Matters subject to the grievance procedure and the performance-based evaluation Article IV, Section 2, herein, shall not be appropriate items for consideration by the Labor-Management Committee.

The Labor-Management Committee shall consist of seven (7) members who shall serve for the term of the collective bargaining agreement. Local 891 shall designate three (3) members, the Department shall designate three (3) members and the City shall designate one (1) member. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The Committee shall select a chairperson

from among its members at each meeting. The chairperson of each meeting shall alternate between the members designated by the Department and the members designated by Local 891. A quorum shall consist of a majority of the total membership of a Committee. The Committee shall make their recommendations to the Department in writing. The City member shall only vote in the event of a tie.

(B) The Labor-Management Committee shall meet at the call of either the Local 891 members or the Department members, at a time mutually agreeable to both parties. At least one week in advance of a meeting, the party calling the meeting shall provide to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the Committee.

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ARTICLE XXXVII

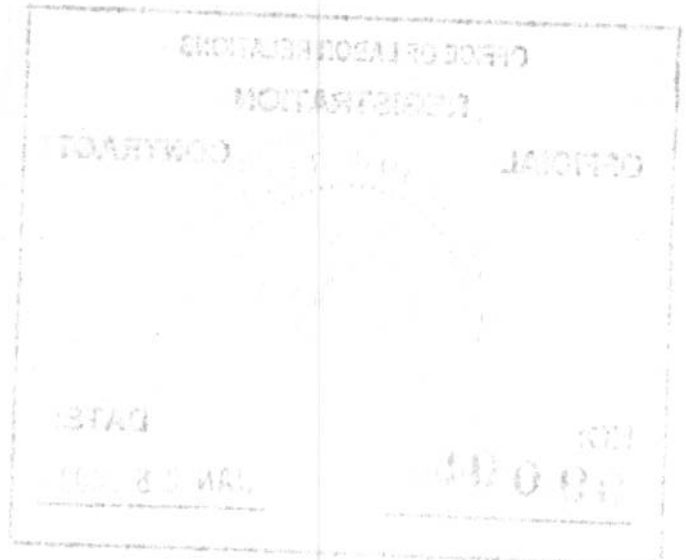
PROHIBITION OF FURTHER ECONOMIC DEMANDS

No party to this Agreement shall make additional economic demands during the term of this Agreement, except as provided for in Article XII herein. Any disputes hereunder shall be promptly submitted and resolved.


JAMES T. HANLEY
Commissioner of Labor Relations


PAUL KLEIN
Chairman


ROBERT TROVELLA
President



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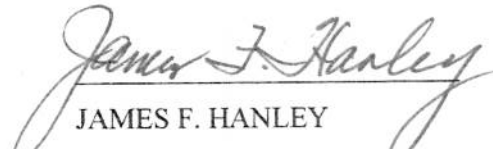
ARTICLE XXXVIII

DURATION

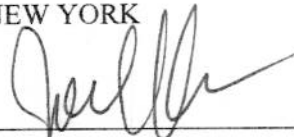
This Agreement and each of its provisions unless otherwise specified shall be effective as of 12:01 a.m. on April 24, 2002 and shall continue in full force and effect until 12 midnight on December 31, 2007.

The parties agree that should a need arise to negotiate additional terms and conditions during the period of this Agreement they will do so.

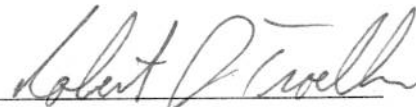
FOR THE CITY OF NEW YORK AND
RELATED PUBLIC EMPLOYERS AS
DEFINED HEREIN


JAMES F. HANLEY
Commissioner of Labor Relations

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF THE CITY OF
NEW YORK


JOEL KLEIN
Chancellor

LOCAL 891 INTERNATIONAL UNION
OF OPERATING ENGINEERS


ROBERT TROELLER
President

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>09005</u>	DATE: <u>JAN 28 2009</u>



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Robert J. Troeller, President
International Union of Operating Engineers, Local 891
Brooklyn Navy Yard
63 Flushing Avenue
Building 292, Suite 401 (Unit 358)
Brooklyn, NY 11205

Dear Mr. Troeller:

The parties agree to the following:

- Educational Fund – Effective June 1, 2008, the employer shall contribute \$200 per annum per covered employee to the IUOE Local 891 Educational Fund. The Fund shall provide educational benefits relating to the instruction or training of covered members for the purpose of improving or developing their capabilities and for such other educational benefits as are permitted by IRS Code Section 501 (c) (3). The Training Director or other individual designated by the Business Manager of Local 891 for the purpose shall meet quarterly with a designee of the Director of the Division of School Facilities and shall explain the courses and programs offered. Local 891 shall consider course offerings suggested by the designee of the Director of the Department of School Facilities.



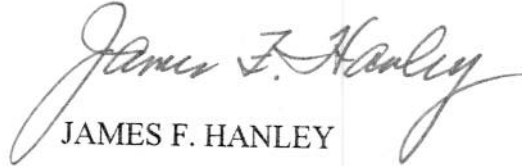
- Legal Defense Account – Effective June 1, 2008, the employer shall contribute \$200 per annum per covered employee to establish a fund to be used solely for legal purposes incurred by the Local in the defense of its member's actions while they are acting in the capacity of employer. These funds are to be held by IUOE Local 891 and maintained in a separate bank account and shall not be comingled with the other monies received by the Welfare Fund and these funds shall not be used for any other purpose. These additional funds are in addition to any reimbursement that the Union currently receives under a separate legal expense reimbursement agreement executed by the parties on March 26, 1999 and April 13, 1999. The Union shall provide a copy of a report by an independent CPA at the end of each calendar year to the specified designee of the Department of Education. The report shall detail the nature of all additions and deductions to the established bank account. The cost for preparation of this Report shall be paid for from the established account. No money from this account shall be used to bring legal actions that are against the Department's interest or to defend legal actions brought by the Department.
- The parties also agree to the implementation of a payroll deduction for a voluntary benefits program for political action pursuant to the terms of a supplemental agreement between the City and the Union as approved by the Corporation Counsel.

2008


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If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON
BEHALF OF LOCAL 891



ROBERT TROELLER, President

"A" 2107379A

REPTILES AND AMPHIBIANS

FOR DAY SCHOOL

2000

09005

If the above accords with your understanding, please execute the agreement in duplicate below.

Very truly yours,
James E. Hestley
JAMES E. HESTLEY

ACCEPTED AND AGREED ON
BEHALF OF LOCAL 281

Robert Trobeller

ROBERT TROBELLER, President

APPENDIX "A"

**SCHEDULE OF CUSTODIAL ALLOWANCES
FOR DAY SCHOOL**

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2002
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
1	64,623.89	54	134,838.46	107	208,011.33
2	65,772.18	55	137,143.00	108	209,095.97
3	66,923.09	56	139,069.81	109	210,180.61
4	68,071.38	57	140,996.62	110	211,265.25
5	69,222.29	58	142,923.42	111	212,747.95
6	70,373.21	59	145,228.85	112	213,879.89
7	71,524.12	60	147,155.66	113	215,011.82
8	72,675.04	61	149,071.95	114	216,143.76
9	73,825.95	62	150,988.25	115	217,621.02
10	74,976.87	63	153,406.51	116	218,752.96
11	76,127.78	64	155,322.80	117	219,884.89
12	77,278.69	65	157,239.10	118	221,040.83
13	78,429.61	66	159,212.94	119	222,547.13
14	79,580.52	67	160,704.36	120	223,707.06
15	80,731.44	68	161,822.14	121	224,813.44
16	81,877.10	69	162,937.29	122	225,919.83
17	83,022.75	70	164,055.06	123	227,370.94
18	84,168.41	71	165,548.28	124	228,478.32
19	85,314.07	72	166,658.17	125	229,584.70
20	86,459.73	73	167,794.34	126	230,691.08
21	87,615.90	74	168,917.37	127	232,097.63
22	88,772.07	75	170,500.35	128	233,204.01
23	89,901.96	76	171,615.50	129	234,311.39
24	91,031.86	77	172,730.65	130	235,417.77
25	92,161.75	78	173,845.80	131	236,955.23
26	93,323.17	79	175,497.19	132	238,257.06
27	94,484.60	80	176,612.34	133	239,339.80
28	95,646.02	81	177,732.75	134	240,426.16
29	96,807.45	82	178,853.15	135	241,746.52
30	98,533.66	83	180,498.36	136	242,832.88
31	99,679.32	84	181,618.77	137	243,915.61
32	100,824.98	85	182,739.17	138	245,001.97
33	101,970.64	86	183,849.06	139	246,306.67
34	103,116.30	87	185,303.97	140	247,393.03
35	104,641.91	88	186,413.86	141	248,523.06
36	105,787.57	89	187,550.03	142	249,654.09
37	106,933.23	90	188,686.20	143	251,035.41
38	108,078.88	91	190,186.10	144	252,166.44
39	109,601.47	92	191,340.66	145	253,296.48
40	110,747.13	93	192,495.23	146	254,427.51
41	111,903.30	94	193,649.79	147	255,795.16
42	113,059.47	95	195,153.75	148	256,926.19
43	114,594.59	96	196,308.32	149	258,056.22
44	115,750.76	97	197,462.88	150	259,187.25
45	117,648.70	98	198,617.44	151	260,540.78
46	119,595.50	99	200,116.69	152	261,657.68
47	121,920.90	100	201,271.25	153	262,775.57
48	123,867.71	101	200,811.45	154	263,892.46
49	125,814.52	102	201,896.08	155	264,801.28
50	127,761.32	103	203,327.75	156	264,769.89
51	129,063.56	104	204,412.39	157	264,742.12
52	130,988.52	105	205,497.03	158	264,710.73
53	132,913.49	106	206,581.67	159	264,915.25

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2002
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
160	276,676.12	213	349,176.29	266	426,938.29
161	278,610.01	214	350,279.32	267	428,364.66
162	280,542.89	215	351,371.35	268	429,541.26
163	282,714.42	216	352,463.38	269	430,717.87
164	284,648.31	217	353,758.39	270	431,919.10
165	286,581.19	218	354,860.43	271	432,993.23
166	288,514.08	219	355,963.46	272	434,269.08
167	290,678.88	220	357,066.49	273	435,343.21
168	292,616.77	221	358,169.52	274	436,417.34
169	294,549.66	222	359,442.52	275	437,491.47
170	296,483.54	223	360,545.55	276	438,565.59
171	298,651.15	224	361,648.58	277	439,875.94
172	300,578.79	225	362,751.61	278	440,950.07
173	302,509.04	226	363,854.65	279	442,024.19
174	304,437.68	227	365,126.43	280	443,098.32
175	306,602.95	228	366,229.46	281	444,191.10
176	308,534.21	229	367,332.49	282	445,124.87
177	309,677.37	230	368,435.52	283	446,225.28
178	310,820.54	231	369,550.69	284	447,323.05
179	312,903.93	232	370,835.72	285	448,420.83
180	314,048.10	233	371,951.89	286	449,521.23
181	315,180.76	234	373,068.06	287	451,241.23
182	316,317.05	235	374,184.23	288	453,133.19
183	317,688.61	236	375,300.40	289	455,018.19
184	318,822.26	237	376,589.66	290	456,910.16
185	319,957.55	238	377,705.83	291	458,831.81
186	321,092.84	239	378,821.00	292	460,886.46
187	322,443.37	240	379,937.17	293	462,808.11
188	323,563.15	241	380,987.64	294	464,728.77
189	324,682.92	242	382,224.18	295	466,650.42
190	325,805.33	243	382,157.91	296	468,572.07
191	326,930.36	244	382,091.63	297	470,626.72
192	328,291.33	245	382,025.35	298	472,548.37
193	329,416.36	246	381,959.08	299	474,470.03
194	330,541.39	247	382,750.96	300	475,795.68
195	331,666.42	248	382,684.68	301	477,677.92
196	332,791.45	249	382,618.41	302	479,698.78
197	334,151.40	250	397,984.48	303	481,583.65
198	335,276.44	251	399,839.42	304	483,464.88
199	336,440.88	252	401,932.02	305	485,349.75
200	337,605.33	253	403,786.96	306	487,234.61
201	334,665.39	254	405,641.90	307	489,105.36
202	336,621.40	255	407,496.84	308	490,976.11
203	337,734.94	256	409,351.79	309	492,122.83
204	338,848.49	257	411,444.01	310	493,269.56
205	339,962.03	258	413,298.95	311	494,355.84
206	341,075.57	259	415,153.90	312	495,442.13
207	342,358.96	260	417,008.84	313	496,528.42
208	343,472.50	261	418,842.76	314	497,614.70
209	344,586.04	262	420,914.61	315	498,700.99
210	345,699.59	263	422,748.53	316	499,787.27
211	346,801.62	264	424,585.08	317	500,873.56
212	348,073.26	265	425,761.69	318	501,959.85

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2002
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
319	503,046.13	372	560,490.57	425	624,833.16
320	504,132.42	373	561,550.58	426	626,188.92
321	505,205.57	374	562,613.21	427	627,533.38
322	506,278.72	375	563,696.87	428	628,889.14
323	507,351.87	376	564,783.16	429	630,236.23
324	508,425.01	377	565,869.45	430	631,591.98
325	509,498.16	378	566,953.10	431	632,936.45
326	510,571.31	379	568,039.39	432	634,292.20
327	511,644.46	380	569,125.68	433	635,647.96
328	512,717.61	381	570,217.22	434	636,992.42
329	513,790.76	382	571,308.76	435	638,348.18
330	514,863.90	383	572,400.30	436	639,695.27
331	515,926.54	384	573,491.85	437	641,051.03
332	516,989.18	385	574,583.39	438	642,395.49
333	518,051.82	386	575,674.93	439	643,751.25
334	519,114.45	387	576,766.47	440	645,098.34
335	520,177.09	388	577,858.01	441	646,454.10
336	521,239.73	389	578,949.55	442	647,798.56
337	522,302.37	390	580,041.10	443	649,154.32
338	523,365.00	391	581,148.40	444	650,510.08
339	524,427.64	392	582,255.71	445	651,854.54
340	525,490.28	393	583,363.02	446	653,210.30
341	526,597.59	394	584,470.33	447	654,557.38
342	527,704.90	395	585,577.64	448	655,913.14
343	528,812.20	396	586,684.94	449	657,257.60
344	529,919.51	397	587,779.11	450	658,613.36
345	531,026.82	398	588,873.28	451	659,960.45
346	532,134.13	399	589,967.45	452	661,316.21
347	533,241.43	400	591,061.62	453	662,669.34
348	534,348.74	401	592,406.08	454	664,016.43
349	535,456.05	402	593,761.84	455	665,372.19
350	536,563.36	403	595,108.93	456	666,719.28
351	537,644.39	404	596,462.06	457	668,072.41
352	538,725.42	405	597,809.15	458	669,419.50
353	539,824.85	406	599,164.91	459	670,775.26
354	540,926.90	407	600,512.00	460	672,119.72
355	542,026.32	408	601,865.13	461	673,475.48
356	543,128.38	409	603,212.22	462	674,822.57
357	544,227.80	410	604,567.98	463	676,178.32
358	545,329.85	411	605,923.73	464	677,531.45
359	546,429.28	412	607,268.20	465	678,878.54
360	547,531.33	413	608,623.95	466	680,234.30
361	548,614.99	414	609,971.04	467	681,581.39
362	549,698.65	415	611,326.80	468	682,934.52
363	550,782.31	416	612,671.26	469	684,281.61
364	551,865.97	417	614,027.02	470	685,637.37
365	552,949.62	418	615,374.11	471	686,984.46
366	554,033.28	419	616,727.24	472	688,337.59
367	555,116.94	420	618,074.33	473	689,684.68
368	556,200.60	421	619,430.09	474	691,040.44
369	557,284.26	422	620,785.85	475	692,393.57
370	558,367.92	423	622,130.31	476	693,740.66
371	559,427.93	424	623,486.07	477	695,096.42

09005

**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2002
FLOOR AREA SCHEDULE**

478	696,443.50	531	768,051.22	584	839,661.57
479	697,796.64	532	769,406.98	585	841,017.33
480	699,143.72	533	770,754.07	586	842,364.42
481	700,499.48	534	772,109.83	587	843,717.55
482	701,846.57	535	773,454.29	588	845,064.64
483	703,199.70	536	774,810.05	589	846,420.40
484	704,546.79	537	776,157.14	590	847,767.49
485	705,902.55	538	777,512.90	591	849,120.62
486	707,255.68	539	778,857.36	592	850,467.71
487	708,602.77	540	780,213.12	593	851,823.46
488	709,958.53	541	781,568.88	594	853,179.22
489	711,305.62	542	782,913.34	595	853,117.22
490	712,658.75	543	784,269.10	596	853,055.22
491	714,005.84	544	785,616.19	597	852,993.22
492	715,361.60	545	786,971.94	598	852,931.22
493	716,708.69	546	788,316.41	599	852,869.22
494	718,061.82	547	789,672.16	600	852,807.22
495	719,408.91	548	791,019.25		
496	720,764.66	549	792,375.01		
497	722,120.42	550	793,728.14		
498	723,464.88	551	795,075.23		
499	724,820.64	552	796,430.99		
500	726,167.73	553	797,778.08		
501	727,520.86	554	799,131.21		
502	728,867.95	555	800,478.30		
503	730,223.71	556	801,834.06		
504	731,570.80	557	803,178.52		
505	732,923.93	558	804,534.28		
506	734,271.02	559	805,881.37		
507	735,626.78	560	807,237.12		
508	736,982.54	561	808,590.26		
509	738,327.00	562	809,937.34		
510	739,682.76	563	811,293.10		
511	741,029.84	564	812,640.19		
512	742,385.60	565	813,993.32		
513	743,730.06	566	815,340.41		
514	745,085.82	567	816,696.17		
515	746,432.91	568	818,043.26		
516	747,786.04	569	819,396.39		
517	749,133.13	570	820,743.48		
518	750,488.89	571	822,099.24		
519	751,844.65	572	823,452.37		
520	753,189.11	573	824,799.46		
521	754,544.87	574	826,155.22		
522	755,891.96	575	827,502.31		
523	757,247.72	576	828,855.44		
524	758,592.18	577	830,202.53		
525	759,947.94	578	831,558.28		
526	761,295.03	579	832,905.37		
527	762,650.78	580	834,258.50		
528	763,995.25	581	835,605.59		
529	765,351.00	582	836,961.35		
530	766,706.76	583	838,314.48		

SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2002

PAVED AREA SCHEDULE

AREA IN M	TOTAL
1	577.26
2	1,154.52
3	1,731.78
4	2,309.04
5	2,886.30
6	3,334.42
7	3,771.31
8	4,175.82
9	4,547.49
10	4,885.35
11	5,273.92
12	5,644.43
13	5,956.24
14	6,327.37
15	6,643.00
16	6,986.39
17	7,317.35
18	7,640.15
19	7,946.47
20	8,238.38
21	8,531.80
22	8,796.07
23	9,058.36
24	9,284.93
25	9,553.25
26	9,823.41
27	10,097.79
28	10,371.44
29	10,616.96
30	10,875.55
31	11,149.06
32	11,409.24
33	11,663.19
34	11,910.93
35	12,160.76
36	12,422.32
37	12,687.53
38	12,939.78
39	13,186.86
40	13,429.55
41	13,706.43
42	13,980.44
43	14,241.37
44	14,519.85
45	14,774.56
46	15,027.74
47	15,285.11
48	15,541.42
49	15,783.21
50	16,021.67
51-100	244.15
101-120	202.29
121-OVER	183.17

09.005

OUTSIDE STEAM SCHEDULE

Deduction for Outside Steam

A deduction of 15% is made from the basic floor allowance for buildings served with outside steam.

OIL BURNER DEDUCTIONS

No deductions shall be made for buildings of 50 M square feet or less in area.

<u>FLOOR AREA</u> <u>M SQUARE FEET</u>	<u>% DEDUCTION</u>	<u>FLOOR AREA</u> <u>M SQUARE FEET</u>	<u>% DEDUCTION</u>
51 - 52	0.1	111 - 112	4.1
53	0.2	113	4.2
54 - 55	0.3	114 - 115	4.3
56	0.4	116	4.4
57 - 58	0.5	117 - 118	4.5
59	0.6	119	4.6
60 - 61	0.7	121 - 122	4.7
62	0.8	123	4.8
63 - 64	0.9	124 - 125	4.9
65	1.0	126	5.0
66 - 67	1.1	127	5.1
68	1.2	128	5.2
69 - 70	1.3	129 - 130	5.3
71	1.4	131	5.4
72 - 73	1.5	132 - 133	5.5
74	1.6	134	5.6
75 - 76	1.7	135 - 136	5.7
77	1.8	137	5.8
78 - 79	1.9	138 - 139	5.9
80	2.0	140	6.0
81 - 82	2.1	141 - 142	6.1
83	2.2	143	6.2
84 - 85	2.3	144 - 145	6.3
86	2.4	146	6.4
87 - 88	2.5	147 - 148	6.5
89	2.6	149	6.6
90 - 91	2.7	150 - 151	6.7
92	2.8	152	6.8
93 - 94	2.9	153 - 154	6.9
95	3.0	155	7.0
96 - 97	3.1	156 - 157	7.1
98	3.2	158	7.2
99 - 100	3.3	159 - 160	7.3
101	3.4	161	7.4
102 - 103	3.5	162 - 163	7.5
104	3.6	164	7.6
105 - 106	3.7	165 - 166	7.7
107	3.8	167	7.8
108 - 109	3.9	168 - 169	7.9
110	4.0	170	8.0

a. ALL OVER 170 M SQUARE FEET USE 8% DEDUCTION

09.005

HIGH PRESSURE BOILERS

4% of the basic floor allowance on coal plants or 4% of the basic floor area allowance as reduced for oil plants is added for high pressure boilers.

HIGH SCHOOLS

12% of the basic floor area allowance or the allowance as adjusted for oil or steam is added to the allowance for senior high schools.

JUNIOR HIGH SCHOOLS AND SENIOR HIGH SCHOOL ANNEXES

6% of the basic floor allowance or the allowance as adjusted for oil or steam is added to the allowance for junior high schools and for senior high school annexes.

ELEVATOR ALLOWANCE

\$5,479.26/Unit

ELEVATOR ALLOWANCE (MECHANICAL SERVICE CONTRACT)

\$3,033.95/Unit

ESCALATOR ALLOWANCE (MECHANICAL SERVICE CONTRACT)

\$7,695.60/Unit (\$3,366.00)/Unit

UNIVENT ALLOWANCE

\$93.90/Unit

SWIMMING POOL ALLOWANCE

\$19,191.66

PREMIUM

\$4,199.64

VACATIONS

Where employees are entitled to more than 15 work days vacation the Board of Education will reimburse the Custodian for the difference between 15 and 25 work days in accordance with need as reported by Custodians. In addition, effective July 1, 1971 each employee is granted one additional day's vacation which may be taken for vacation or personal business at any time during the year upon prior notice to the School Custodian/School Custodian Engineer. The Board of Education will reimburse the Custodian for this additional day upon submission of a report of need by the Custodian.

09.025

SCHEDULE LVIII(A)

4/24/2002

DEATH IN IMMEDIATE FAMILY

Employees of School Custodians/School Custodian Engineers shall be permitted absence with pay not to exceed four (4) working days in the case of death in the immediate family. The term "immediate family" includes a parent, sister, brother, spouse, child, mother-in-law and father-in-law. Reimbursement at straight time in accordance with need as submitted in report by Custodian.

SICK LEAVE

Effective July 1, 1984 employees earn sick leave at the rate of 10 days per year and cumulative to a maximum of 100 days. Reimbursement at straight time in accordance with need as submitted in report by Custodian. During the first year of employment sick leave shall be earned at the rate of one (1) day per month service up to an annual maximum of 10. After one year, sick leave shall be earned at rate of two (2) days per month service up to a maximum of 10.

OVERTIME

At time and one half beyond a 40 hour week for all employees and for these and other employees for day school needs on Saturdays, Sundays, and holidays not otherwise compensated for in the schedule, in accordance with need by reports submitted by Custodians. This includes emergency snow removals, cleaning up after floods and fires and securing buildings after storms or vandalism.

WATCHMAN

Necessary work for day school operation for authorized watchman at half time rate in schools or administrative buildings when such employment has been customary over the years in accordance with needs as reported by Custodians. Watchman premium pay for Saturdays, Sundays, holidays for one (1) shift is \$7,539.04.

WORKER'S COMPENSATION

4.01 percent for Worker's Compensation on allowance for custodial employees.

UNUSED SPACE DEDUCTIONS

\$994.76 Per M Square Feet

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SCHEDULE LVIII (A)

4/24/2002

CAFETERIA/LUNCHROOM ALLOWANCE

For moving chairs and/or benches immediately after the final lunch period each day in order to enable the custodial force to perform all the Custodian's required duties and to scrub the entire floor area of the cafeteria/lunchroom area once each week and to spot mop spillages daily during the lunch periods.

Elementary Schools	\$16,500.00
Junior High, Intermediate and High School Annexes	\$21,780.00
High Schools	\$26,400.00

AUXILIARY KINDERGARTEN LUNCHROOMS

The Board shall provide an allocation of 225 hours (at the cleaner rate) for the first auxiliary kindergarten-lunchroom in a given school and 200 hours (at the cleaner rate) for each additional auxiliary kindergarten-lunchroom in the same school. Payment for all other non-kindergarten lunchrooms and other established food eating areas shall be determined by a proration of the usual cafeteria/lunchroom allowance, using the square footage of each area being used as an auxiliary lunchroom and the construction standard of 3,000 square feet. For auxiliary lunchrooms in excess of 3,000 feet the full cafeteria/lunchroom allowance as provided in the collective bargaining agreement will be paid. All newly created kindergarten classrooms shall receive the increased service normally required for rooms devoted to such purpose.

SUPPER FEEDING

Effective April 1, 1986, in elementary schools in which a formal supper feeding program is instituted between the hours of 3:00 p.m. and 6:00 p.m., the Board of Education shall adjust the day school schedule to reflect the following:

i) In programs in which there are up to and including 100 registrants, there shall be an additional 1 hour to be paid at one and one half times the cleaner's rate (i.e. premium time) per day for each day that the program is in operation.

ii) In programs in which there are 101-250 registrants there shall be an additional one and one half hours to be paid at one and one half times the handyman's rate (i.e. premium time) per day for each day that the program is in operation.

The parties agree that the number of registrants is to be ascertained on the last school day of September, December and March of each school year. The Board of Education shall accordingly provide Local 891 with the number of registrants in accordance with the registration procedures used to enroll the children in the aforesaid program. If the registration rolls reflect a change in the number of registrants, which affects the payment schedule referred to above, the Board of Education agrees to make the necessary monetary changes in accordance with paragraph 1 and advise Local 891 in writing.

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SCHEDULE LVIII (A)

4/24/2002

The foregoing shall apply only to regular school days during the school year from September 1 through June 30 during the hours from 3 p.m. to 6 p.m. It is not to be construed to affect other agreements between Local 891 and the Board of Education relating to other feeding programs.

SHIFT DIFFERENTIAL

Effective July 1, 1971 an employee shall receive a shift differential of 5% of the basic hourly rate for each hour worked between 6 pm and 8 am if the employee's daily work period has been regularly scheduled for at least 1 continuous month and such daily work period begins between 12 noon and 12 midnight. Such differential shall be retroactive to the starting date of the shift. Basic hourly rate excludes overtime. Shift differential shall not apply to any overtime hour for which the employee is paid at a premium rate. The shift differential shall apply to full time employees only. Reimbursement will be made in accordance with need as submitted in report by Custodian.

REGISTER PERCENTAGE

Where, as a continuous condition, 33 1/3% of the aggregate daily register for the month is in session before 8 am or after 3:30 pm or where the combined register before 8 am and after 3:30 pm, is 33 1/3% of the aggregate register, an allowance of 10% of the "amount" for the building surface shall be made on the basis of monthly certificates from the Bureau of Educational Program Research and Statistics. Such extra allowance to be paid as a special allowance and not as a part of the regular day school allowance, and to be exclusive of the months of July and August.

MAINTENANCE PAINTING ALLOWANCE

Effective July 1, 1988, the following shall be added to the custodial allowance for day school operation without adjustment in accordance with the following:

- Buildings up to 30,000 square feet - 11 hours handyman rate-per 1,000 square feet per year;
- Buildings over 30,000 square feet and up to 82,000 square feet - 10.7 hours handyman rate per 1,000 square feet per year;
- Buildings over 82,000 square feet and up to 100,000 square feet 10.6 hours handyman rate per 1,000 square feet per year;
- Buildings over 100,000 square feet and up to 124,000 square feet 10.2 hours handyman rate per 1,000 square feet per year;
- Buildings over 124,000 square feet and up to 175,000 square feet 9.2 hours handyman rate per 1,000 square feet per year.
- Buildings over 175,000 square feet - 8 hours handyman rate per 1,000 square feet per year.

09005

SCHEDULE LVIII (B) OF FEES TO BE PAID FOR LABOR FOR DULY AUTHORIZED EXTRA ACTIVITIES AND FOR USE OF SCHOOL BUILDINGS BY OUTSIDE ORGANIZATIONS APRIL 24, 2002

Custodial Allowances for Extra Activity Services

Fees for contractors and shop mechanics shall not be paid when the building is otherwise open for extra activities.

After School Fees:

A) Effective November 1, 1994, the 3:00 p.m. to 6:00 p.m. weekday activity schedule for the calendar school year shall be modified as follows:

- i) 0 to 60, 000 square feet 28 free units or equivalent
- ii) 61,000 square feet and up unlimited

Space fees for the use of buildings from 3:00 P.M. to 6:00 P.M. shall be eliminated when the same spaces are used again at night.

B) Effective November 1, 1994, the 6:00 p.m. to 10:00 p.m. activity schedule for the calendar school year shall be:

- i) 0 to 60,000 square feet pay as you go
- ii) 61 to 120, 000 square feet 28 free units or equivalent
- iii) 121 to 200, 000 square feet 45 free units or equivalent
- iv) 201 square feet and up 60 free units or equivalent

C) When schools are merged, each building will retain its own identity for all activity allowances and formulas.

D) The firepersons' rate for the use of school buildings between the hours of 6:00 p.m. and 10:00 p.m. weekdays for the school calendar year shall be modified such that the fireperson's rate shall be paid hour for hour during the heating and non-heating seasons.

2-11-95

09005

SCHEDULE LVIII (B)

4/24/2002

E) The weekday labor and space rates shall apply beginning at 5:00 P.M. on weekdays, other than holidays, when school is not in session. There shall be no extra fees charged for any programs or activities held during the hours of 8:00 a.m. to 6:00 p.m. during Mid-Winter Recess (President's Week) and the Custodian will continue to perform regular cleaning services. President's Day and Lincoln's Birthday, if falling on a weekday, shall continue to be celebrated.

F) Summer rates will be effective the day after teachers leave for summer recess. and shall end the day teachers return.

G) Fees for 8:00 A.M. to 9:00 A.M. openings for recognized summer feeding programs will be eliminated.

H) In schools with a recognized breakfast program operated between 7:30 A.M. and 8:30 A.M., September 1st through June 30th, on regular school days, payment shall be eliminated.

I) Labor and space fees for extra activities will be paid in accordance with the attached schedules. Activity rates will be adjusted to reflect all wage increases granted to Locals 74/94 through collective bargaining. Activity rates will also be adjusted to reflect any increases in the Workers' Compensation rate.

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**SCHEDULE LVIII (B) OF FEES TO BE PAID FOR LABOR FOR DULY AUTHORIZED EXTRA
ACTIVITIES AND FOR USE OF SCHOOL BUILDINGS BY OUTSIDE ORGANIZATIONS**

EFFECTIVE APRIL 24, 2002

	<u>Labor Rate Per Hour Weekdays (Excluding Holidays) Per Hour 6:00-10:00 P.M. (2 hr. minimum if there is a break in service of 1 hr. or more.)</u>	<u>Labor Rate for Saturday, Sundays and Holidays (Minimum 2 Hrs.)</u>	
	<u>Rate</u>	<u>Minimum</u>	<u>Each Add Hour</u>
Labor allowance for fireman during heating season (Oct. 16 to May 15)	\$18.78/hr.	\$97.35	\$27.81/hr.
Cleaner (May 16 to Oct. 15)	\$16.50/hr.	\$85.49	\$24.43/hr.
Athletic Field Service	\$18.43/hr.	\$69.11	\$27.65/hr.

<u>ADDITIONAL ALLOWANCE FOR SPACE</u>	<u>SPACE RATES WEEKDAYS (EXCLUDING HOLIDAYS)</u>	<u>SPACE RATES SATURDAY, SUNDAY AND HOLIDAYS</u>
Classroom and Teachers' Rooms each	\$2.75	\$4.07
Special Rooms - (All rooms other than classrooms or teachers' rooms or items of space not listed herein)	\$5.50	\$8.14
Auditoriums (Elementary and Junior High School Buildings)	\$28.59	\$42.34
Auditoriums (High School Buildings)	\$42.89	\$63.51
Gymnasiums	\$28.59	\$42.34
Use of Bleachers in School Gymnasiums	\$28.59	\$42.34

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SCHEDULE LVIII (B)

4/24/2002

<u>ADDITIONAL ALLOWANCE FOR SPACE</u>	<u>SPACE RATES WEEKDAYS (EXCLUDING HOLIDAYS)</u>	<u>SPACE RATES SATURDAY, SUNDAY AND HOLIDAYS</u>
Cafeteria or Lunchroom/ Playroom/ Gymnasium	\$28.59	\$42.34
Furniture Movement return within the cafeteria, lunchroom, etc. (Unit equivalent of 1 table and 6 chairs)	\$1.29	\$1.91
Locker Rooms (equivalent to 4 or more CR units)	\$15.40	\$22.80
Locker Rooms (equivalent To 1 to 3 CR units)	\$8.25	\$12.21
Baths (5 shower heads or more)	\$28.59	\$42.34
Bath (less than 5 shower heads)	\$14.02	\$20.76
Swimming Pools	\$57.19	\$84.68

Space used continuously, as above, to be paid for to the Custodian but once.

Where special services are required by an organization, such as removal or receipt of equipment, arrangement of stages or other areas, setting up tables and chairs, operating stage lighting or other stage properties, an additional fee for such services shall be paid, commensurate with the rates of pay for employees required to provide such services.

The Custodian shall append a statement to the "Application for the Use of School Buildings" setting forth the required services and the fees therefore. This amount shall be added to the normal fees and transmitted to the Board of Education with the "Application for Use of School Buildings."

For use of buildings on Sundays by youth organizations, the full rates under this Schedule shall apply.

For Saturday mornings (between the hours of 9:00 A.M. and 12:00 P.M.) use by youth and parent organizations will be charged a fee of \$25.84 for the first classroom.

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SCHEDULE LVIII (B)
4/24/2002

ADDITIONAL PROVISIONS CONCERNING EXTRA ACTIVITY PAYMENT ALLOWANCES

Labor Allowances - (Including Toilets Attached to Play-yards) When a building is used weekday evenings (excluding holidays) during July and August evening space rates shall apply after 5:00 P.M. For the use of buildings on Saturdays, Sundays and holidays, the labor and space fees for such days shall apply.

Any increases in the hourly wage rate granted cleaners, exclusive of payments to pension and welfare funds, on or after July 1, 1990 shall be applied to the space rate in proportion to the time allowed for each unit. The additional allowance for firemen during the heating season shall be increased by an amount equal to the hourly wage increase granted to the fireman, exclusive of payments to pension and welfare funds, for the number of hours of service established for each session.

SUMMER VACATION ACTIVITIES

RATE
\$41.25

For use of buildings for summer vacation activities (during the months of July and August) from 9:00 A.M. to 5:00 P.M. daily except Saturdays, Sundays and holidays there shall be a payment equivalent to the space fees charged for 15 classrooms, for required cleaning services each day the building is utilized. No deductions shall be made for a lesser use of space. For space used in excess of 15 classrooms, the evening space rates shall apply.

RAINY DAY CAMPS

For "Rainy day Camps" the space rates shall be double the evening space rates. Where such "Rainy Day Camps" use of space falls within the basically allowed equivalent of 15 classrooms, the space rates shall be the normal rates. "Rainy Day Camps" shall be limited to a maximum use of 10 classrooms.

SUMMER DAY CAMPS

RATE
\$112.71

"Summer Day Camps" in addition to the fees charged for space used as listed herein shall pay an additional fee for major use of showers and swimming pools. (Allowance Per Day (6 Hrs. Fireman))

SUMMER USE OF CAFETERIA/LUNCHROOMS FOR SERVING LUNCHES

The following amounts will be allowed for moving chairs and/or benches immediately after the final lunch period each day in order to enable the custodial force to perform all the Custodians' required duties and to scrub the entire floor area of the cafeteria/lunchroom area once each week, and to spot mop spillages daily during the lunch periods:

Elementary Schools	\$412.40/week
Junior High, Intermediate and High School Annexes	\$544.35/week
High School	\$659.85/week

SCHEDULE LVIII (B)

4/24/2002

OTHER VACATION SERVICE

For such weekdays when schools are closed before and after Christmas and Easter, the fee is \$41.25. This includes the use of 15 classrooms or the equivalent. No deductions shall be made for a lesser use of space. For space used in excess of 15 classrooms, the evening space rates shall apply. In addition, labor fees at the basic rate of wages for firemen times the hours the buildings are occupied shall be charged.

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2003
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
1	66,687.78	54	130,191.81	107	194,817.79
2	67,828.59	55	132,390.07	108	195,754.70
3	68,972.06	56	134,197.61	109	196,691.61
4	70,112.88	57	136,005.14	110	197,628.51
5	71,256.34	58	137,812.68	111	198,979.47
6	72,399.81	59	140,011.84	112	199,964.19
7	73,543.28	60	141,819.38	113	200,948.91
8	74,686.75	61	143,616.28	114	201,933.63
9	75,830.22	62	145,413.19	115	203,278.99
10	76,973.69	63	147,731.29	116	204,263.71
11	78,117.16	64	149,528.20	117	205,248.43
12	79,260.63	65	151,325.11	118	206,257.15
13	80,404.10	66	153,180.18	119	207,631.54
14	81,547.57	67	154,556.96	120	208,644.26
15	82,691.04	68	155,547.15	121	209,602.86
16	83,829.20	69	156,534.68	122	210,561.45
17	84,967.36	70	157,524.87	123	211,880.13
18	86,105.51	71	158,903.62	124	212,839.72
19	87,243.67	72	159,885.84	125	213,798.31
20	88,381.83	73	160,894.62	126	214,756.91
21	89,530.61	74	161,890.12	127	216,029.44
22	90,679.39	75	163,362.70	128	216,988.03
23	91,801.61	76	164,350.23	129	217,947.63
24	92,923.83	77	165,337.76	130	218,906.22
25	94,046.05	78	166,325.30	131	220,310.09
26	95,200.14	79	167,870.08	132	221,466.26
27	96,354.24	80	168,857.61	133	222,400.94
28	97,508.33	81	169,850.45	134	223,339.29
29	98,662.43	82	170,843.30	135	224,523.68
30	100,399.93	83	172,381.68	136	225,462.03
31	101,538.09	84	173,374.53	137	226,396.71
32	102,676.25	85	174,367.37	138	227,335.06
33	103,814.40	86	175,349.59	139	228,503.70
34	104,952.56	87	176,692.09	140	229,442.05
35	106,483.72	88	177,674.31	141	230,424.55
36	107,621.87	89	178,683.09	142	231,408.05
37	108,760.03	90	179,691.87	143	232,653.87
38	109,898.19	91	181,079.90	144	233,637.37
39	111,426.21	92	182,107.28	145	234,619.87
40	112,564.36	93	183,134.65	146	235,603.37
41	113,713.14	94	184,162.03	147	236,835.57
42	114,861.93	95	185,554.24	148	237,819.07
43	116,402.71	96	186,581.61	149	238,801.57
44	117,551.49	97	187,608.99	150	239,785.07
45	119,449.63	98	188,636.37	151	241,003.01
46	121,397.16	99	190,023.65	152	241,972.23
47	123,736.30	100	191,051.03	153	242,942.45
48	125,683.83	101	188,473.64	154	243,911.67
49	127,631.37	102	189,410.54	155	244,693.41
50	129,578.90	103	190,709.87	156	244,501.82
51	124,774.80	104	191,646.77	157	244,313.88
52	126,580.47	105	192,583.68	158	244,122.29
53	128,386.14	106	193,520.59	159	244,178.61

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APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2003
FLOOR AREA SCHEDULE

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
160	255,904.86	213	312,371.78	266	380,514.08
161	257,699.47	214	313,287.28	267	381,766.34
162	259,493.07	215	314,191.79	268	382,756.22
163	261,537.39	216	315,096.29	269	383,746.10
164	263,331.99	217	316,203.77	270	384,760.63
165	265,125.60	218	317,118.27	271	385,646.91
166	266,919.20	219	318,033.77	272	386,746.31
167	268,956.71	220	318,949.27	273	387,632.60
168	270,755.31	221	319,864.77	274	388,518.88
169	272,548.92	222	320,950.24	275	389,405.16
170	274,343.52	223	321,865.74	276	390,291.44
171	276,383.91	224	322,781.24	277	391,425.86
172	278,172.20	225	323,696.74	278	392,312.14
173	279,963.14	226	324,612.24	279	393,198.42
174	281,752.43	227	325,696.49	280	394,084.70
175	283,790.44	228	326,611.99	281	394,989.89
176	285,582.39	229	327,527.49	282	395,736.08
177	286,578.17	230	328,443.00	283	396,648.92
178	287,573.96	231	329,370.78	284	397,559.11
179	289,543.09	232	330,468.42	285	398,469.30
180	290,539.87	233	331,397.20	286	399,382.14
181	291,525.03	234	332,325.98	287	400,922.64
182	292,513.84	235	333,254.77	288	402,635.16
183	293,749.96	236	334,183.55	289	404,340.66
184	294,736.12	237	335,285.42	290	406,053.18
185	295,723.93	238	336,214.20	291	407,795.73
186	296,711.75	239	337,141.99	292	409,671.27
187	297,926.69	240	338,070.77	293	411,413.81
188	298,898.87	241	338,933.14	294	413,155.35
189	299,871.06	242	339,981.58	295	414,897.89
190	300,845.91	243	339,715.01	296	416,640.43
191	301,823.41	244	339,448.45	297	418,515.97
192	303,048.84	245	339,181.89	298	420,258.51
193	304,026.34	246	338,915.32	299	422,001.05
194	305,003.84	247	339,633.26	300	423,147.59
195	305,981.34	248	339,366.70	301	424,850.28
196	306,958.84	249	339,100.13	302	426,691.64
197	308,183.26	250	354,425.10	303	428,396.99
198	309,160.76	251	356,099.57	304	430,098.68
199	310,178.11	252	358,023.76	305	431,804.04
200	311,195.45	253	359,698.23	306	433,509.39
201	300,094.97	254	361,372.70	307	435,200.71
202	301,878.81	255	363,047.16	308	436,892.03
203	302,804.94	256	364,721.63	309	437,851.94
204	303,731.07	257	366,645.41	310	438,811.85
205	304,657.19	258	368,319.88	311	439,710.66
206	305,583.32	259	369,994.34	312	440,609.47
207	306,679.29	260	371,668.81	313	441,508.29
208	307,605.42	261	373,322.03	314	442,407.10
209	308,531.55	262	375,225.24	315	443,305.91
210	309,457.67	263	376,878.45	316	444,204.73
211	310,372.17	264	378,534.32	317	445,103.54
212	311,456.28	265	379,524.20	318	446,002.35

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2003
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
319	446,901.17	372	494,408.11	425	548,885.57
320	447,799.98	373	495,280.36	426	550,056.68
321	448,685.51	374	496,155.27	427	551,216.37
322	449,571.04	375	497,051.43	428	552,387.48
323	450,456.58	376	497,950.24	429	553,549.83
324	451,342.11	377	498,849.05	430	554,720.93
325	452,227.64	378	499,745.21	431	555,880.62
326	453,113.17	379	500,644.02	432	557,051.73
327	453,998.70	380	501,542.84	433	558,222.84
328	454,884.23	381	502,446.96	434	559,382.53
329	455,769.77	382	503,351.09	435	560,553.64
330	456,655.30	383	504,255.21	436	561,715.98
331	457,530.20	384	505,159.34	437	562,887.09
332	458,405.11	385	506,063.47	438	564,046.78
333	459,280.02	386	506,967.59	439	565,217.89
334	460,154.92	387	507,871.72	440	566,380.24
335	461,029.83	388	508,775.84	441	567,551.34
336	461,904.74	389	509,679.97	442	568,711.03
337	462,779.64	390	510,584.10	443	569,882.14
338	463,654.55	391	511,504.16	444	571,053.25
339	464,529.45	392	512,424.22	445	572,212.94
340	465,404.36	393	513,344.29	446	573,384.05
341	466,324.42	394	514,264.35	447	574,546.39
342	467,244.49	395	515,184.41	448	575,717.50
343	468,164.55	396	516,104.48	449	576,877.19
344	469,084.62	397	517,011.26	450	578,048.30
345	470,004.68	398	517,918.04	451	579,210.65
346	470,924.74	399	518,824.83	452	580,381.75
347	471,844.81	400	519,731.61	453	581,550.20
348	472,764.87	401	520,891.30	454	582,712.55
349	473,684.94	402	522,062.41	455	583,883.66
350	474,605.00	403	523,224.75	456	585,046.01
351	475,498.50	404	524,393.20	457	586,214.46
352	476,392.00	405	525,555.55	458	587,376.80
353	477,304.10	406	526,726.66	459	588,547.91
354	478,218.85	407	527,889.00	460	589,707.60
355	479,130.94	408	529,057.46	461	590,878.71
356	480,045.69	409	530,219.80	462	592,041.06
357	480,957.79	410	531,390.91	463	593,212.16
358	481,872.54	411	532,562.02	464	594,380.62
359	482,784.63	412	533,721.71	465	595,542.96
360	483,699.39	413	534,892.82	466	596,714.07
361	484,595.54	414	536,055.16	467	597,876.42
362	485,491.70	415	537,226.27	468	599,044.87
363	486,387.86	416	538,385.96	469	600,207.21
364	487,284.01	417	539,557.07	470	601,378.32
365	488,180.17	418	540,719.42	471	602,540.67
366	489,076.33	419	541,887.87	472	603,709.12
367	489,972.48	420	543,050.21	473	604,871.47
368	490,868.64	421	544,221.32	474	606,042.57
369	491,764.80	422	545,392.43	475	607,211.03
370	492,660.96	423	546,552.12	476	608,373.37
371	493,533.21	424	547,723.23	477	609,544.48

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APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2003
FLOOR AREA SCHEDULE

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
478	610,706.83	531	672,525.42	584	734,346.68
479	611,875.28	532	673,696.53	585	735,517.78
480	613,037.62	533	674,858.88	586	736,680.13
481	614,208.73	534	676,029.99	587	737,848.58
482	615,371.08	535	677,189.68	588	739,010.93
483	616,539.53	536	678,360.78	589	740,182.04
484	617,701.88	537	679,523.13	590	741,344.38
485	618,872.98	538	680,694.24	591	742,512.83
486	620,041.44	539	681,853.93	592	743,675.18
487	621,203.78	540	683,025.04	593	744,846.29
488	622,374.89	541	684,196.14	594	746,017.40
489	623,537.24	542	685,355.83	595	745,755.40
490	624,705.69	543	686,526.94	596	745,493.40
491	625,868.03	544	687,689.29	597	745,231.40
492	627,039.14	545	688,860.40	598	744,969.40
493	628,201.49	546	690,020.09	599	744,707.40
494	629,369.94	547	691,191.19	600	744,445.40
495	630,532.29	548	692,353.54		
496	631,703.39	549	693,524.65		
497	632,874.50	550	694,693.10		
498	634,034.19	551	695,855.45		
499	635,205.30	552	697,026.55		
500	636,367.65	553	698,188.90		
501	637,536.10	554	699,357.35		
502	638,698.44	555	700,519.70		
503	639,869.55	556	701,690.81		
504	641,031.90	557	702,850.50		
505	642,200.35	558	704,021.60		
506	643,362.70	559	705,183.95		
507	644,533.80	560	706,355.06		
508	645,704.91	561	707,523.51		
509	646,864.60	562	708,685.86		
510	648,035.71	563	709,856.96		
511	649,198.06	564	711,019.31		
512	650,369.16	565	712,187.76		
513	651,528.85	566	713,350.11		
514	652,699.96	567	714,521.22		
515	653,862.31	568	715,683.56		
516	655,030.76	569	716,852.01		
517	656,193.11	570	718,014.36		
518	657,364.21	571	719,185.47		
519	658,535.32	572	720,353.92		
520	659,695.01	573	721,516.27		
521	660,866.12	574	722,687.37		
522	662,028.47	575	723,849.72		
523	663,199.57	576	725,018.17		
524	664,359.27	577	726,180.52		
525	665,530.37	578	727,351.63		
526	666,692.72	579	728,513.97		
527	667,863.83	580	729,682.42		
528	669,023.52	581	730,844.77		
529	670,194.63	582	732,015.88		
530	671,365.73	583	733,184.33		

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SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2003

PAVED AREA SCHEDULE

AREA IN M	TOTAL
1	583.56
2	1,167.11
3	1,750.67
4	2,334.23
5	2,917.78
6	3,370.79
7	3,812.45
8	4,221.37
9	4,597.09
10	4,938.65
11	5,331.45
12	5,706.00
13	6,021.21
14	6,396.39
15	6,715.47
16	7,062.61
17	7,397.17
18	7,723.49
19	8,033.16
20	8,328.26
21	8,624.87
22	8,892.03
23	9,157.18
24	9,386.22
25	9,657.47
26	9,930.58
27	10,207.95
28	10,484.58
29	10,732.78
30	10,994.19
31	11,270.69
32	11,533.70
33	11,790.42
34	12,040.86
35	12,293.43
36	12,557.84
37	12,825.94
38	13,080.94
39	13,330.72
40	13,576.05
41	13,855.96
42	14,132.96
43	14,396.73
44	14,678.25
45	14,935.74
46	15,191.68
47	15,451.85
48	15,710.96
49	15,955.39
50	16,196.45
51-100	246.80
101-120	204.50
121-OVER	185.17

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SCHEDULE LVII (A)
4/24/2003

OUTSIDE STEAM SCHEDULE

Deduction for Outside steam

A deduction of 15% is made from the basic floor allowance for buildings served with outside steam.

OIL BURNER DEDUCTIONS

No deductions shall be made for buildings of 50 M square feet or less in area.

<u>Floor Area</u> <u>M Square Feet</u>	<u>% Deduction</u>	<u>Floor Area</u> <u>M Square Feet</u>	<u>% Deduction</u>
51 - 52	0.1	111 - 112	4.1
53	0.2	113	4.2
54 - 55	0.3	114 - 115	4.3
56	0.4	116	4.4
57 - 58	0.5	117 - 118	4.5
59	0.6	119	4.6
60 - 61	0.7	120 - 121	4.7
62	0.8	122	4.8
63 - 64	0.9	123 - 124	4.9
65	1.0	125	5.0
66 - 67	1.1	126 - 127	5.1
68	1.2	128	5.2
69 - 70	1.3	129 - 130	5.3
71	1.4	131	5.4
72 - 73	1.5	132 - 133	5.5
74	1.6	134	5.6
75 - 76	1.7	135 - 136	5.7
77	1.8	137	5.8
78 - 79	1.9	138 - 139	5.9
80	2.0	140	6.0
81 - 82	2.1	141 - 142	6.1
83	2.2	143	6.2
84 - 85	2.3	144 - 145	6.3
86	2.4	146	6.4
87 - 88	2.5	147 - 148	6.5
89	2.6	149	6.6
90 - 91	2.7	150 - 151	6.7
92	2.8	152	6.8
93 - 94	2.9	153 - 154	6.9
95	3.0	155	7.0
96 - 97	3.1	156 - 157	7.1
98	3.2	158	7.2
99 - 100	3.3	159 - 160	7.3
101	3.4	161	7.4
102 - 103	3.5	162 - 163	7.5
104	3.6	164	7.6
105 - 106	3.7	165 - 166	7.7
107	3.8	167	7.8
108 - 109	3.9	168 - 169	7.9
110	4.0	170	8.0

b. ALL OVER 170 M SQUARE FEET USE 8% DEDUCTION

09005

SCHEDULE LVII (A)

4/24/2003

HIGH PRESSURE BOILERS

4% of the basic floor allowance on coal plants or 4% of the basic floor area allowance as reduced for oil plants is added for high pressure boilers.

HIGH SCHOOLS

12% of the basic floor area allowance or the allowance as adjusted for oil or steam is added to the allowance for senior high schools.

JUNIOR HIGH SCHOOLS AND SENIOR HIGH SCHOOL ANNEXES

6% of the basic floor allowance or the allowance as adjusted for oil or steam is added to the allowance for junior high schools and for senior high school annexes.

ELEVATOR ALLOWANCE

\$5,538.22/Unit

ELEVATOR ALLOWANCE (MECHANICAL SERVICE CONTRACT)

\$3,066.92/Unit

ESCALATOR ALLOWANCE (MECHANICAL SERVICE CONTRACT)

\$7,777.42/Unit (\$3,402.72/Unit)

UNIVENT ALLOWANCE

\$94.90/Unit

SWIMMING POOL ALLOWANCE

\$19,398.48

PREMIUM

\$4,232.40

VACATIONS

Where employees are entitled to more than 15 work days vacation the Board of Education will reimburse the Custodian for the difference between 15 and 25 work days in accordance with need as reported by Custodians. In addition, effective July 1, 1971 each employee is granted one additional day's vacation which may be taken for vacation or personal business at any time during the year upon prior notice to the School Custodian/School Custodian Engineer. The Board of Education will reimburse the Custodian for this additional day upon submission of a report of need by the Custodian.

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SCHEDULE LVII (A)

4/24/2003

DEATH IN IMMEDIATE FAMILY

Employees of School Custodians/School Custodian Engineers shall be permitted absence with pay not to exceed four (4) working days in the case of death in the immediate family. The term "immediate family" includes a parent, sister, brother, spouse, child, mother-in-law and father-in-law. Reimbursement at straight time in accordance with need as submitted in report by Custodian.

SICK LEAVE

Effective July 1, 1984 employees earn sick leave at the rate of 10 days per year and cumulative to a maximum of 100 days. Reimbursement at straight time in accordance with need as submitted in report by Custodian. During the first year of employment sick leave shall be earned at the rate of one (1) day per month service up to an annual maximum of 10. After one year, sick leave shall be earned at rate of two (2) days per month service up to a maximum of 10.

OVERTIME

At time and one half beyond a 40 hour week for all employees and for these and other employees for day school needs on Saturdays, Sundays, and holidays not otherwise compensated for in the schedule, in accordance with need by reports submitted by Custodians. This includes emergency snow removals, cleaning up after floods and fires and securing buildings after storms or vandalism.

WATCHMAN

Necessary work for day school operation for authorized watchman at half time rate in schools or administrative buildings when such employment has been customary over the years in accordance with needs as reported by Custodians. Watchman premium pay for Saturdays, Sundays, holidays for one (1) shift is \$7,424.

WORKER'S COMPENSATION

4.26 percent for Worker's Compensation on allowance for custodial employees.

UNUSED SPACE DEDUCTIONS

\$1,013.59 Per M Square Feet

09005

SCHEDULE LVII (A)

4/24/2003

CAFETERIA/LUNCHROOM ALLOWANCE

For moving chairs and/or benches immediately after the final lunch period each day in order to enable the custodial force to perform all the Custodian's required duties and to scrub the entire floor area of the cafeteria/lunchroom area once each week and to spot mop spillages daily during the lunch periods.

Elementary Schools	\$16,680.00
Junior High, Intermediate and High School Annexes	\$22,017.60
High Schools	\$26,688.00

AUXILIARY KINDERGARTEN LUNCHROOMS

The Board shall provide an allocation of 225 hours (at the cleaner rate) for the first auxiliary kindergarten-lunchroom in a given school and 200 hours (at the cleaner rate) for each additional auxiliary kindergarten-lunchroom in the same school. Payment for all other non-kindergarten lunchrooms and other established food eating areas shall be determined by a proration of the usual cafeteria/lunchroom allowance, using the square footage of each area being used as an auxiliary lunchroom and the construction standard of 3,000 square feet. For auxiliary lunchrooms in excess of 3,000 feet the full cafeteria/lunchroom allowance as provided in the collective bargaining agreement will be paid. All newly created kindergarten classrooms shall receive the increased service normally required for rooms devoted to such purpose.

SUPPER FEEDING

Effective April 1, 1986, in elementary schools in which a formal supper feeding program is instituted between the hours of 3:00 p.m. and 6:00 p.m., the Board of Education shall adjust the day school schedule to reflect the following:

i) In programs in which there are up to and including 100 registrants, there shall be an additional 1 hour to be paid at one and one half times the cleaner's rate (i.e. premium time) per day for each day that the program is in operation.

ii) In programs in which there are 101-250 registrants there shall be an additional one and one half hours to be paid at one and one half times the handyman's rate (i.e. premium time) per day for each day that the program is in operation.

The parties agree that the number of registrants is to be ascertained on the last school day of September, December and March of each school year. The Board of Education shall accordingly provide Local 891 with the number of registrants in accordance with the registration procedures used to enroll the children in the aforesaid program. If the registration rolls reflect a change in the number of registrants, which affects the payment schedule referred to above, the Board of Education agrees to make the necessary monetary changes in accordance with paragraph 1 and advise Local 891 in writing.

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The foregoing shall apply only to regular school days during the school year from September 1 through June 30 during the hours from 3 p.m. to 6 p.m. It is not to be construed to affect other agreements between Local 891 and the Board of Education relating to other feeding programs.

SHIFT DIFFERENTIAL

Effective July 1, 1971 an employee shall receive a shift differential of 5% of the basic hourly rate for each hour worked between 6 pm and 8 am if the employee's daily work period has been regularly scheduled for at least 1 continuous month and such daily work period begins between 12 noon and 12 midnight. Such differential shall be retroactive to the starting date of the shift. Basic hourly rate excludes overtime. Shift differential shall not apply to any overtime hour for which the employee is paid at a premium rate. The shift differential shall apply to full time employees only. Reimbursement will be made in accordance with need as submitted in report by Custodian.

REGISTER PERCENTAGE

Where, as a continuous condition, 33 1/3% of the aggregate daily register for the month is in session before 8 am or after 3:30 pm or where the combined register before 8 am and after 3:30 pm, is 33 1/3% of the aggregate register, an allowance of 10% of the "amount" for the building surface shall be made on the basis of monthly certificates from the Bureau of Educational Program Research and Statistics. Such extra allowance to be paid as a special allowance and not as a part of the regular day school allowance, and to be exclusive of the months of July and August.

MAINTENANCE PAINTING ALLOWANCE

Effective July 1, 1988, the following shall be added to the custodial allowance for day school operation without adjustment in accordance with the following:

- Buildings up to 30,000 square feet - 11 hours handyman rate-per 1,000 square feet per year;
- Buildings over 30,000 square feet and up to 82,000 square feet - 10.7 hours handyman rate per 1,000 square feet per year;
- Buildings over 82,000 square feet and up to 100,000 square feet 10.6 hours handyman rate per 1,000 square feet per year;
- Buildings over 100,000 square feet and up to 124,000 square feet 10.2 hours handyman rate per 1,000 square feet per year;
- Buildings over 124,000 square feet and up to 175,000 square feet 9.2 hours handyman rate per 1,000 square feet per year.
- Buildings over 175,000 square feet - 8 hours handyman rate per 1,000 square feet per year.

09005

**SCHEDULE LVII (B) OF FEES TO BE PAID FOR LABOR FOR DULY AUTHORIZED EXTRA ACTIVITIES
AND FOR USE OF SCHOOL BUILDINGS BY OUTSIDE ORGANIZATIONS APRIL 24, 2003**

Custodial Allowances for Extra Activity Services

Fees for contractors and shop mechanics shall not be paid when the building is otherwise open for extra activities.

After School Fees:

A) Effective November 1, 1994, the 3:00 p.m. to 6:00 p.m. weekday activity schedule for the calendar school year shall be modified as follows:

- i) 0 to 60, 000 square feet 28 free units or equivalent
- ii) 61,000 square feet and up unlimited

Space fees for the use of buildings from 3:00 P.M. to 6:00 P.M. shall be eliminated when the same spaces are used again at night.

B) Effective November 1, 1994, the 6:00 p.m. to 10:00 p.m. activity schedule for the calendar school year shall be:

- i) 0 to 60,000 square feet pay as you go
- ii) 61 to 120, 000 square feet 28 free units or equivalent
- iii) 121 to 200, 000 square feet 45 free units or equivalent
- iv) 201 square feet and up 60 free units or equivalent

C) When schools are merged, each building will retain its own identity for all activity allowances and formulas.

D) The firepersons' rate for the use of school buildings between the hours of 6:00 p.m. and 10:00 p.m. weekdays for the school calendar year shall be modified such that the fireperson's rate shall be paid hour for hour during the heating and non-heating seasons.

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E) The weekday labor and space rates shall apply beginning at 5:00 P.M. on weekdays, other than holidays, when school is not in session. There shall be no extra fees charged for any programs or activities held during the hours of 8:00 a.m. to 6:00 p.m. during Mid-Winter Recess (President's Week) and the Custodian will continue to perform regular cleaning services. President's Day and Lincoln's Birthday, if falling on a weekday, shall continue to be celebrated.

F) Summer rates will be effective the day after teachers leave for summer recess and shall end the day teachers return.

G) Fees for 8:00 A.M. to 9:00 A.M. openings for recognized summer feeding programs will be eliminated.

H) In schools with a recognized breakfast program operated between 7:30 A.M. and 8:30 A.M., September 1st through June 30th, on regular school days, payment shall be eliminated.

I) Labor and space fees for extra activities will be paid in accordance with the attached schedules. Activity rates will be adjusted to reflect all wage increases granted to Locals 74/94 through collective bargaining. Activity rates will also be adjusted to reflect any increases in the Workers' Compensation rate.

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**SCHEDULE LVII (B) OF FEES TO BE PAID FOR LABOR FOR DULY AUTHORIZED EXTRA
ACTIVITIES AND FOR USE OF SCHOOL BUILDINGS BY OUTSIDE ORGANIZATIONS**

EFFECTIVE APRIL 24, 2003

	<u>Labor Rate Per Hour Weekdays (Excluding Holidays)</u> Per Hour 6:00-10:00 P.M. (2 hr. minimum if there is a break in service of 1 hr. or more.)	<u>Labor Rate for Saturday, Sundays and Holidays</u> (Minimum 2 Hrs.)	
	<u>Rate</u>	<u>Minimum</u>	<u>Each Add Hour</u>
Labor allowance for fireman during heating season (Oct. 16 to May 15)	\$18.98/hr.	\$98.26	\$28.08/hr.
Cleaner (May 16 to Oct. 15)	\$16.68/hr.	\$86.39	\$24.68/hr.
Athletic Field Service	\$18.43/hr.	\$69.11	\$27.65/hr.

<u>ADDITIONAL ALLOWANCE FOR SPACE</u>	<u>SPACE RATES WEEKDAYS (EXCLUDING HOLIDAYS)</u>	<u>SPACE RATES SATURDAY, SUNDAY AND HOLIDAYS</u>
Classroom and Teachers' Rooms each	\$2.78	\$4.11
Special Rooms - (All rooms other than classrooms or teachers' rooms or items of space not listed herein)	\$5.56	\$8.23
Auditoriums (Elementary and Junior High School Buildings)	\$28.91	\$42.78
Auditoriums (High School Buildings)	\$43.37	\$64.17
Gymnasiums	\$28.91	\$42.78
Use of Bleachers in School Gymnasiums	\$28.91	\$42.78

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SCHEDULE LVII (B)

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<u>ADDITIONAL ALLOWANCE FOR SPACE</u>	<u>SPACE RATES WEEKDAYS (EXCLUDING HOLIDAYS)</u>	<u>SPACE RATES SATURDAY, SUNDAY AND HOLIDAYS</u>
Cafeteria or Lunchroom/ Playroom/ Gymnasium	\$28.91	\$42.78
Furniture Movement return within the cafeteria, lunchroom, etc. (Unit equivalent of 1 table and 6 chairs)	\$1.31	\$1.93
Locker Rooms (equivalent to 4 or more CR units)	\$15.57	\$23.04
Locker Rooms (equivalent To 1 to 3 CR units)	\$8.34	\$12.34
Baths (5 shower heads or more)	\$28.91	\$42.78
Bath (less than 5 shower heads)	\$14.18	\$20.98
Swimming Pools	\$57.83	\$85.56

Space used continuously, as above, to be paid for to the Custodian but once.

Where special services are required by an organization, such as removal or receipt of equipment, arrangement of stages or other areas, setting up tables and chairs, operating stage lighting or other stage properties, an additional fee for such services shall be paid, commensurate with the rates of pay for employees required to provide such services.

The Custodian shall append a statement to the "Application for the Use of School Buildings" setting forth the required services and the fees therefore. This amount shall be added to the normal fees and transmitted to the Board of Education with the "Application for Use of School Buildings."

For use of buildings on Sundays by youth organizations, the full rates under this Schedule shall apply.

For Saturday mornings (between the hours of 9:00 A.M. and 12:00 P.M.) use by youth and parent organizations will be charged a fee of \$26.13 for the first classroom.

09.00.5

SCHEDULE LVII (B)
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ADDITIONAL PROVISIONS CONCERNING EXTRA ACTIVITY PAYMENT ALLOWANCES

Labor Allowances - (Including Toilets Attached to Play-yards) When a building is used weekday evenings (excluding holidays) during July and August evening space rates shall apply after 5:00 P.M. For the use of buildings on Saturdays, Sundays and holidays, the labor and space fees for such days shall apply.

Any increases in the hourly wage rate granted cleaners, exclusive of payments to pension and welfare funds, on or after July 1, 1990 shall be applied to the space rate in proportion to the time allowed for each unit. The additional allowance for firemen during the heating season shall be increased by an amount equal to the hourly wage increase granted to the fireman, exclusive of payments to pension and welfare funds, for the number of hours of service established for each session.

SUMMER VACATION ACTIVITIES

RATE
\$41.70

For use of buildings for summer vacation activities (during the months of July and August) from 9:00 A.M. to 5:00 P.M. daily except Saturdays, Sundays and holidays there shall be a payment equivalent to the space fees charged for 15 classrooms, for required cleaning services each day the building is utilized. No deductions shall be made for a lesser use of space. For space used in excess of 15 classrooms, the evening space rates shall apply.

RAINY DAY CAMPS

For "Rainy day Camps" the space rates shall be double the evening space rates. Where such "Rainy Day Camps" use of space falls within the basically allowed equivalent of 15 classrooms, the space rates shall be the normal rates. "Rainy Day Camps" shall be limited to a maximum use of 10 classrooms.

SUMMER DAY CAMPS

RATE
\$113.85

"Summer Day Camps" in addition to the fees charged for space used as listed herein shall pay an additional fee for major use of showers and swimming pools. (Allowance Per Day (6 Hrs. Fireman))

SUMMER USE OF CAFETERIA/LUNCHROOMS FOR SERVING LUNCHES

The following amounts will be allowed for moving chairs and/or benches immediately after the final lunch period each day in order to enable the custodial force to perform all the Custodians' required duties and to scrub the entire floor area of the cafeteria/lunchroom area once each week, and to spot mop spillages daily during the lunch periods:

Elementary Schools	\$417.05/week
Junior High, Intermediate and High School Annexes	\$550.50/week
High School	\$667.25/week

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SCHEDULE LVII (B)

4/24/2003

OTHER VACATION SERVICE

For such weekdays when schools are closed before and after Christmas and Easter, the fee is \$41.70. This includes the use of 15 classrooms or the equivalent. No deductions shall be made for a lesser use of space. For space used in excess of 15 classrooms, the evening space rates shall apply. In addition, labor fees at the basic rate of wages for firemen times the hours the buildings are occupied shall be charged.

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2004
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
1	67,499.85	54	131,818.13	107	198,387.71
2	68,644.84	55	134,037.66	108	199,348.71
3	69,792.49	56	135,861.40	109	200,309.71
4	70,937.48	57	137,685.15	110	201,270.70
5	72,085.14	58	139,508.89	111	202,651.96
6	73,232.79	59	141,729.35	112	203,660.95
7	74,380.44	60	143,553.09	113	204,669.93
8	75,528.10	61	145,366.17	114	205,678.91
9	76,675.75	62	147,179.26	115	207,054.50
10	77,823.41	63	149,521.03	116	208,063.48
11	78,971.06	64	151,334.11	117	209,072.46
12	80,118.72	65	153,147.19	118	210,105.45
13	81,266.37	66	155,018.63	119	211,510.07
14	82,414.03	67	156,414.59	120	212,547.05
15	83,561.68	68	157,418.91	121	213,529.71
16	84,704.01	69	158,420.57	122	214,512.38
17	85,846.33	70	159,424.90	123	215,861.11
18	86,988.65	71	160,822.92	124	216,844.78
19	88,130.97	72	161,819.24	125	217,827.44
20	89,273.30	73	162,842.23	126	218,810.10
21	90,426.28	74	163,851.89	127	220,112.08
22	91,579.27	75	165,345.30	128	221,094.74
23	92,705.60	76	166,346.96	129	222,078.41
24	93,831.93	77	167,348.62	130	223,061.07
25	94,958.25	78	168,350.28	131	224,494.43
26	96,116.57	79	169,917.38	132	225,675.37
27	97,274.89	80	170,919.04	133	226,634.04
28	98,433.21	81	171,926.03	134	227,596.38
29	99,591.53	82	172,933.02	135	228,809.47
30	101,340.53	83	174,493.64	136	229,771.81
31	102,482.85	84	175,500.63	137	230,730.48
32	103,625.17	85	176,507.62	138	231,692.82
33	104,767.49	86	177,503.95	139	232,890.13
34	105,909.82	87	178,866.51	140	233,852.46
35	107,450.23	88	179,862.84	141	234,859.12
36	108,592.55	89	180,885.83	142	235,866.78
37	109,734.88	90	181,908.81	143	237,141.46
38	110,877.20	91	183,317.08	144	238,149.11
39	112,414.42	92	184,358.73	145	239,155.77
40	113,556.75	93	185,400.38	146	240,163.43
41	114,709.73	94	186,442.03	147	241,424.49
42	115,862.72	95	187,854.52	148	242,432.15
43	117,412.80	96	188,896.17	149	243,438.81
44	118,565.78	97	189,937.82	150	244,446.47
45	120,469.96	98	190,979.47	151	245,693.22
46	122,423.70	99	192,386.96	152	246,686.55
47	124,774.12	100	193,428.61	153	247,680.88
48	126,727.86	101	191,887.06	154	248,674.21
49	128,681.61	102	192,848.05	155	249,488.81
50	130,635.35	103	194,177.48	156	249,317.14
51	126,352.51	104	195,138.48	157	249,149.15
52	128,174.39	105	196,099.47	158	248,977.49
53	129,996.26	106	197,060.47	159	249,058.43

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2004
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
160	260,842.29	213	322,949.99	266	393,540.56
161	262,663.09	214	323,909.64	267	394,842.18
162	264,482.90	215	324,858.30	268	395,876.48
163	266,558.14	216	325,806.96	269	396,910.78
164	268,378.95	217	326,958.59	270	397,969.75
165	270,198.76	218	327,917.25	271	398,900.08
166	272,018.56	219	328,876.91	272	400,047.98
167	274,086.96	220	329,836.57	273	400,978.31
168	275,911.77	221	330,796.22	274	401,908.64
169	277,731.58	222	331,925.85	275	402,838.97
170	279,552.38	223	332,885.51	276	403,769.31
171	281,623.69	224	333,845.16	277	404,952.43
172	283,438.17	225	334,804.82	278	405,882.76
173	285,255.31	226	335,764.48	279	406,813.09
174	287,070.78	227	336,892.89	280	407,743.43
175	289,139.69	228	337,852.54	281	408,692.75
176	290,957.83	229	338,812.20	282	409,483.08
177	291,977.82	230	339,771.86	283	410,440.07
178	292,997.81	231	340,743.84	284	411,394.39
179	295,004.06	232	341,885.69	285	412,348.72
180	296,025.05	233	342,858.68	286	413,305.71
181	297,034.37	234	343,831.66	287	414,892.34
182	298,047.36	235	344,804.65	288	416,651.03
183	299,312.35	236	345,777.64	289	418,402.65
184	300,322.67	237	346,923.71	290	420,161.34
185	301,334.66	238	347,896.70	291	421,950.14
186	302,346.65	239	348,868.69	292	423,871.95
187	303,590.42	240	349,841.67	293	425,660.75
188	304,586.74	241	350,748.01	294	427,448.55
189	305,583.07	242	351,840.41	295	429,237.35
190	306,582.06	243	351,613.75	296	431,026.16
191	307,583.72	244	351,387.09	297	432,947.96
192	308,837.97	245	351,160.44	298	434,736.76
193	309,839.63	246	350,933.78	299	436,525.57
194	310,841.29	247	351,740.90	300	437,718.37
195	311,842.95	248	351,514.24	301	439,467.18
196	312,844.60	249	351,287.58	302	441,354.67
197	314,097.86	250	366,702.72	303	443,106.15
198	315,099.52	251	368,423.35	304	444,853.96
199	316,141.16	252	370,398.41	305	446,605.44
200	317,182.81	253	372,119.03	306	448,356.92
201	310,137.00	254	373,839.65	307	450,094.40
202	311,970.99	255	375,560.28	308	451,831.88
203	312,941.31	256	377,280.90	309	452,836.18
204	313,911.63	257	379,255.53	310	453,840.49
205	314,881.95	258	380,976.16	311	454,783.48
206	315,852.27	259	382,696.78	312	455,726.47
207	316,992.44	260	384,417.40	313	456,669.45
208	317,962.76	261	386,116.70	314	457,612.44
209	318,933.08	262	388,070.70	315	458,555.43
210	319,903.40	263	389,770.00	316	459,498.42
211	320,862.06	264	391,471.96	317	460,441.41
212	321,990.33	265	392,506.26	318	461,384.40

09005

**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2004
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
319	462,327.39	372	512,175.17	425	569,013.62
320	463,270.38	373	513,091.50	426	570,229.69
321	464,200.04	374	514,010.50	427	571,434.30
322	465,129.70	375	514,950.82	428	572,650.36
323	466,059.35	376	515,893.81	429	573,857.64
324	466,989.01	377	516,836.80	430	575,073.70
325	467,918.67	378	517,777.12	431	576,278.31
326	468,848.33	379	518,720.11	432	577,494.38
327	469,777.99	380	519,663.10	433	578,710.44
328	470,707.65	381	520,611.42	434	579,915.05
329	471,637.31	382	521,559.74	435	581,131.11
330	472,566.97	383	522,508.06	436	582,338.39
331	473,485.97	384	523,456.38	437	583,554.45
332	474,404.96	385	524,404.70	438	584,759.06
333	475,323.96	386	525,353.02	439	585,975.13
334	476,242.96	387	526,301.34	440	587,182.40
335	477,161.95	388	527,249.66	441	588,398.47
336	478,080.95	389	528,197.98	442	589,603.08
337	478,999.94	390	529,146.31	443	590,819.14
338	479,918.94	391	530,110.62	444	592,035.20
339	480,837.94	392	531,074.94	445	593,239.81
340	481,756.93	393	532,039.25	446	594,455.88
341	482,721.25	394	533,003.57	447	595,663.15
342	483,685.56	395	533,967.88	448	596,879.22
343	484,649.88	396	534,932.20	449	598,083.83
344	485,614.20	397	535,883.19	450	599,299.89
345	486,578.51	398	536,834.17	451	600,507.17
346	487,542.83	399	537,785.16	452	601,723.23
347	488,507.14	400	538,736.15	453	602,936.63
348	489,471.46	401	539,940.76	454	604,143.90
349	490,435.77	402	541,156.82	455	605,359.97
350	491,400.09	403	542,364.10	456	606,567.24
351	492,337.75	404	543,577.49	457	607,780.64
352	493,275.40	405	544,784.77	458	608,987.92
353	494,231.72	406	546,000.83	459	610,203.98
354	495,190.71	407	547,208.11	460	611,408.59
355	496,147.03	408	548,421.51	461	612,624.66
356	497,106.01	409	549,628.78	462	613,831.93
357	498,062.33	410	550,844.85	463	615,048.00
358	499,021.31	411	552,060.91	464	616,261.39
359	499,977.63	412	553,265.52	465	617,468.67
360	500,936.61	413	554,481.58	466	618,684.73
361	501,876.94	414	555,688.86	467	619,892.01
362	502,817.26	415	556,904.92	468	621,105.41
363	503,757.58	416	558,109.53	469	622,312.68
364	504,697.91	417	559,325.60	470	623,528.75
365	505,638.23	418	560,532.87	471	624,736.02
366	506,578.55	419	561,746.27	472	625,949.42
367	507,518.88	420	562,953.55	473	627,156.70
368	508,459.20	421	564,169.61	474	628,372.76
369	509,399.52	422	565,385.68	475	629,586.16
370	510,339.84	423	566,590.28	476	630,793.43
371	511,256.17	424	567,806.35	477	632,009.50

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2004
FLOOR AREA SCHEDULE**

478	633,216.77	531	697,417.25	584	761,620.40
479	634,430.17	532	698,633.32	585	762,836.47
480	635,637.45	533	699,840.59	586	764,043.74
481	636,853.51	534	701,056.66	587	765,257.14
482	638,060.79	535	702,261.27	588	766,464.42
483	639,274.18	536	703,477.33	589	767,680.48
484	640,481.46	537	704,684.61	590	768,887.76
485	641,697.52	538	705,900.67	591	770,101.15
486	642,910.92	539	707,105.28	592	771,308.43
487	644,118.20	540	708,321.35	593	772,524.49
488	645,334.26	541	709,537.41	594	773,740.56
489	646,541.54	542	710,742.02	595	773,518.56
490	647,754.94	543	711,958.08	596	773,296.56
491	648,962.21	544	713,165.36	597	773,074.56
492	650,178.27	545	714,381.42	598	772,852.56
493	651,385.55	546	715,586.03	599	772,630.56
494	652,598.95	547	716,802.10	600	772,408.56
495	653,806.22	548	718,009.37		
496	655,022.29	549	719,225.44		
497	656,238.35	550	720,438.83		
498	657,442.96	551	721,646.11		
499	658,659.03	552	722,862.17		
500	659,866.30	553	724,069.45		
501	661,079.70	554	725,282.85		
502	662,286.97	555	726,490.12		
503	663,503.04	556	727,706.19		
504	664,710.31	557	728,910.80		
505	665,923.71	558	730,126.86		
506	667,130.99	559	731,334.14		
507	668,347.05	560	732,550.20		
508	669,563.12	561	733,763.60		
509	670,767.73	562	734,970.87		
510	671,983.79	563	736,186.94		
511	673,191.07	564	737,394.21		
512	674,407.13	565	738,607.61		
513	675,611.74	566	739,814.89		
514	676,827.80	567	741,030.95		
515	678,035.08	568	742,238.23		
516	679,248.48	569	743,451.63		
517	680,455.75	570	744,658.90		
518	681,671.82	571	745,874.96		
519	682,887.88	572	747,088.36		
520	684,092.49	573	748,295.64		
521	685,308.55	574	749,511.70		
522	686,515.83	575	750,718.98		
523	687,731.89	576	751,932.38		
524	688,936.50	577	753,139.65		
525	690,152.57	578	754,355.72		
526	691,359.84	579	755,562.99		
527	692,575.91	580	756,776.39		
528	693,780.52	581	757,983.66		
529	694,996.58	582	759,199.73		
530	696,212.65	583	760,413.13		

SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2004

PAVED AREA SCHEDULE

AREA IN M	TOTAL
1	585.66
2	1,171.31
3	1,756.97
4	2,342.62
5	2,928.28
6	3,382.92
7	3,826.16
8	4,236.56
9	4,613.63
10	4,956.41
11	5,350.63
12	5,726.53
13	6,042.87
14	6,419.40
15	6,739.62
16	7,088.01
17	7,423.78
18	7,751.28
19	8,062.06
20	8,358.22
21	8,655.90
22	8,924.01
23	9,190.12
24	9,419.99
25	9,692.21
26	9,966.30
27	10,244.67
28	10,522.30
29	10,771.39
30	11,033.74
31	11,311.23
32	11,575.19
33	11,832.84
34	12,084.18
35	12,337.65
36	12,603.01
37	12,872.08
38	13,127.99
39	13,378.67
40	13,624.89
41	13,905.80
42	14,183.80
43	14,448.51
44	14,731.05
45	14,989.46
46	15,246.33
47	15,507.43
48	15,767.47
49	16,012.79
50	16,254.71
51-100	247.69
101-120	205.24
121-OVER	185.83

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SCHEDULE LVII (A)
4/24/2004

OUTSIDE STEAM SCHEDULE

Deduction for Outside steam

A deduction of 15% is made from the basic floor allowance for buildings served with outside steam.

OIL BURNER DEDUCTIONS

No deductions shall be made for buildings of 50 M square feet or less in area.

<u>Floor Area</u> <u>M Square Feet</u>	<u>% Deduction</u>	<u>Floor Area</u> <u>M Square Feet</u>	<u>% Deduction</u>
51 - 52	0.1	111 - 112	4.1
53	0.2	113	4.2
54 - 55	0.3	114 - 115	4.3
56	0.4	116	4.4
57 - 58	0.5	117 - 118	4.5
59	0.6	119	4.6
60 - 61	0.7	120 - 121	4.7
62	0.8	122	4.8
63 - 64	0.9	123 - 124	4.9
65	1.0	125	5.0
66 - 67	1.1	126 - 127	5.1
68	1.2	128	5.2
69 - 70	1.3	129 - 130	5.3
71	1.4	131	5.4
72 - 73	1.5	132 - 133	5.5
74	1.6	134	5.6
75 - 76	1.7	135 - 136	5.7
77	1.8	137	5.8
78 - 79	1.9	138 - 139	5.9
80	2.0	140	6.0
81 - 82	2.1	141 - 142	6.1
83	2.2	143	6.2
84 - 85	2.3	144 - 145	6.3
86	2.4	146	6.4
87 - 88	2.5	147 - 148	6.5
89	2.6	149	6.6
90 - 91	2.7	150 - 151	6.7
92	2.8	152	6.8
93 - 94	2.9	153 - 154	6.9
95	3.0	155	7.0
96 - 97	3.1	156 - 157	7.1
98	3.2	158	7.2
99 - 100	3.3	159 - 160	7.3
101	3.4	161	7.4
102 - 103	3.5	162 - 163	7.5
104	3.6	164	7.6
105 - 106	3.7	165 - 166	7.7
107	3.8	167	7.8
108 - 109	3.9	168 - 169	7.9
110	4.0	170	8.0

c. ALL OVER 170 M SQUARE FEET USE 8% DEDUCTION

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4/24/2004

HIGH PRESSURE BOILERS

4% of the basic floor allowance on coal plants or 4% of the basic floor area allowance as reduced for oil plants is added for high pressure boilers.

HIGH SCHOOLS

12% of the basic floor area allowance or the allowance as adjusted for oil or steam is added to the allowance for senior high schools.

JUNIOR HIGH SCHOOLS AND SENIOR HIGH SCHOOL ANNEXES

6% of the basic floor allowance or the allowance as adjusted for oil or steam is added to the allowance for junior high schools and for senior high school annexes.

ELEVATOR ALLOWANCE

\$5,556.76/Unit

ELEVATOR ALLOWANCE (MECHANICAL SERVICE CONTRACT)

\$3,077.72/Unit

ESCALATOR ALLOWANCE (MECHANICAL SERVICE CONTRACT)

\$7,806.06/Unit (\$3,414.96/Unit)

UNIVENT ALLOWANCE

\$95.20/Unit

SWIMMING POOL ALLOWANCE

\$19,463.94

PREMIUM

\$4,232.40

VACATIONS

Where employees are entitled to more than 15 work days vacation the Board of Education will reimburse the Custodian for the difference between 15 and 25 work days in accordance with need as reported by Custodians. In addition, effective July 1, 1971 each employee is granted one additional day's vacation which may be taken for vacation or personal business at any time during the year upon prior notice to the School Custodian/School Custodian Engineer. The Board of Education will reimburse the Custodian for this additional day upon submission of a report of need by the Custodian.

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DEATH IN IMMEDIATE FAMILY

Employees of School Custodians/School Custodian Engineers shall be permitted absence with pay not to exceed four (4) working days in the case of death in the immediate family. The term "immediate family" includes a parent, sister, brother, spouse, child, mother-in-law and father-in-law. Reimbursement at straight time in accordance with need as submitted in report by Custodian.

SICK LEAVE

Effective July 1, 1984 employees earn sick leave at the rate of 10 days per year and cumulative to a maximum of 100 days. Reimbursement at straight time in accordance with need as submitted in report by Custodian. During the first year of employment sick leave shall be earned at the rate of one (1) day per month service up to an annual maximum of 10. After one year, sick leave shall be earned at rate of two (2) days per month service up to a maximum of 10.

OVERTIME

At time and one half beyond a 40 hour week for all employees and for these and other employees for day school needs on Saturdays, Sundays, and holidays not otherwise compensated for in the schedule, in accordance with need by reports submitted by Custodians. This includes emergency snow removals, cleaning up after floods and fires and securing buildings after storms or vandalism.

WATCHMAN

Necessary work for day school operation for authorized watchman at half time rate in schools or administrative buildings when such employment has been customary over the years in accordance with needs as reported by Custodians. Watchman premium pay for Saturdays, Sundays, holidays for one (1) shift is \$7,424.

WORKER'S COMPENSATION

4.62 percent for Worker's Compensation on allowance for custodial employees.

UNUSED SPACE DEDUCTIONS

\$1,020.46 Per M Square Feet

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4/24/2004

CAFETERIA/LUNCHROOM ALLOWANCE

For moving chairs and/or benches immediately after the final lunch period each day in order to enable the custodial force to perform all the Custodian's required duties and to scrub the entire floor area of the cafeteria/lunchroom area once each week and to spot mop spillages daily during the lunch periods.

Elementary Schools	\$16,740.00
Junior High, Intermediate and High School Annexes	\$22,096.80
High Schools	\$26,784.00

AUXILIARY KINDERGARTEN LUNCHROOMS

The Board shall provide an allocation of 225 hours (at the cleaner rate) for the first auxiliary kindergarten-lunchroom in a given school and 200 hours (at the cleaner rate) for each additional auxiliary kindergarten-lunchroom in the same school. Payment for all other non-kindergarten lunchrooms and other established food eating areas shall be determined by a proration of the usual cafeteria/lunchroom allowance, using the square footage of each area being used as an auxiliary lunchroom and the construction standard of 3,000 square feet. For auxiliary lunchrooms in excess of 3,000 feet the full cafeteria/lunchroom allowance as provided in the collective bargaining agreement will be paid. All newly created kindergarten classrooms shall receive the increased service normally required for rooms devoted to such purpose.

SUPPER FEEDING

Effective April 1, 1986, in elementary schools in which a formal supper feeding program is instituted between the hours of 3:00 p.m. and 6:00 p.m., the Board of Education shall adjust the day school schedule to reflect the following:

i) In programs in which there are up to and including 100 registrants, there shall be an additional 1 hour to be paid at one and one half times the cleaner's rate (i.e. premium time) per day for each day that the program is in operation.

ii) In programs in which there are 101-250 registrants there shall be an additional one and one half hours to be paid at one and one half times the handyman's rate (i.e. premium time) per day for each day that the program is in operation.

The parties agree that the number of registrants is to be ascertained on the last school day of September, December and March of each school year. The Board of Education shall accordingly provide Local 891 with the number of registrants in accordance with the registration procedures used to enroll the children in the aforesaid program. If the registration rolls reflect a change in the number of registrants, which affects the payment schedule referred to above, the Board of Education agrees to make the necessary monetary changes in accordance with paragraph 1 and advise Local 891 in writing.

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SCHEDULE LVII (A)

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The foregoing shall apply only to regular school days during the school year from September 1 through June 30 during the hours from 3 p.m. to 6 p.m. It is not to be construed to affect other agreements between Local 891 and the Board of Education relating to other feeding programs.

SHIFT DIFFERENTIAL

Effective July 1, 1971 an employee shall receive a shift differential of 5% of the basic hourly rate for each hour worked between 6 pm and 8 am if the employee's daily work period has been regularly scheduled for at least 1 continuous month and such daily work period begins between 12 noon and 12 midnight. Such differential shall be retroactive to the starting date of the shift. Basic hourly rate excludes overtime. Shift differential shall not apply to any overtime hour for which the employee is paid at a premium rate. The shift differential shall apply to full time employees only. Reimbursement will be made in accordance with need as submitted in report by Custodian.

REGISTER PERCENTAGE

Where, as a continuous condition, 33 1/3% of the aggregate daily register for the month is in session before 8 am or after 3:30 pm or where the combined register before 8 am and after 3:30 pm, is 33 1/3% of the aggregate register, an allowance of 10% of the "amount" for the building surface shall be made on the basis of monthly certificates from the Bureau of Educational Program Research and Statistics. Such extra allowance to be paid as a special allowance and not as a part of the regular day school allowance, and to be exclusive of the months of July and August.

MAINTENANCE PAINTING ALLOWANCE

Effective July 1, 1988, the following shall be added to the custodial allowance for day school operation without adjustment in accordance with the following:

- Buildings up to 30,000 square feet - 11 hours handyman rate-per 1,000 square feet per year;
- Buildings over 30,000 square feet and up to 82,000 square feet - 10.7 hours handyman rate per 1,000 square feet per year;
- Buildings over 82,000 square feet and up to 100,000 square feet 10.6 hours handyman rate per 1,000 square feet per year;
- Buildings over 100,000 square feet and up to 124,000 square feet 10.2 hours handyman rate per 1,000 square feet per year;
- Buildings over 124,000 square feet and up to 175,000 square feet 9.2 hours handyman rate per 1,000 square feet per year.
- Buildings over 175,000 square feet - 8 hours handyman rate per 1,000 square feet per year.

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**SCHEDULE LVII (B) OF FEES TO BE PAID FOR LABOR FOR DULY AUTHORIZED EXTRA ACTIVITIES
AND FOR USE OF SCHOOL BUILDINGS BY OUTSIDE ORGANIZATIONS APRIL 24, 2004**

Custodial Allowances for Extra Activity Services

Fees for contractors and shop mechanics shall not be paid when the building is otherwise open for extra activities.

After School Fees:

A) Effective November 1, 1994, the 3:00 p.m. to 6:00 p.m. weekday activity schedule for the calendar school year shall be modified as follows:

- i) 0 to 60, 000 square feet 28 free units or equivalent
- ii) 61,000 square feet and up unlimited

Space fees for the use of buildings from 3:00 P.M. to 6:00 P.M. shall be eliminated when the same spaces are used again at night.

B) Effective November 1, 1994, the 6:00 p.m. to 10:00 p.m. activity schedule for the calendar school year shall be:

- i) 0 to 60,000 square feet pay as you go
- ii) 61 to 120, 000 square feet 28 free units or equivalent
- iii) 121 to 200, 000 square feet 45 free units or equivalent
- iv) 201 square feet and up 60 free units or equivalent

C) When schools are merged, each building will retain its own identity for all activity allowances and formulas.

D) The firepersons' rate for the use of school buildings between the hours of 6:00 p.m. and 10:00 p.m. weekdays for the school calendar year shall be modified such that the fireperson's rate shall be paid hour for hour during the heating and non-heating seasons.

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SCHEDULE LVII (B)

4/24/2004

- E) The weekday labor and space rates shall apply beginning at 5:00 P.M. on weekdays, other than holidays, when school is not in session. There shall be no extra fees charged for any programs or activities held during the hours of 8:00 a.m. to 6:00 p.m. during Mid-Winter Recess (President's Week) and the Custodian will continue to perform regular cleaning services. President's Day and Lincoln's Birthday, if falling on a weekday, shall continue to be celebrated.
- G) Summer rates will be effective the day after teachers leave for summer recess and shall end the day teachers return.
- G) Fees for 8:00 A.M. to 9:00 A.M. openings for recognized summer feeding programs will be eliminated.
- H) In schools with a recognized breakfast program operated between 7:30 A.M. and 8:30 A.M., September 1st through June 30th, on regular school days, payment shall be eliminated.
- I) Labor and space fees for extra activities will be paid in accordance with the attached schedules. Activity rates will be adjusted to reflect all wage increases granted to Locals 74/94 through collective bargaining. Activity rates will also be adjusted to reflect any increases in the Workers' Compensation rate.

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**SCHEDULE LVII (B) OF FEES TO BE PAID FOR LABOR FOR DULY AUTHORIZED EXTRA
ACTIVITIES AND FOR USE OF SCHOOL BUILDINGS BY OUTSIDE ORGANIZATIONS**

EFFECTIVE APRIL 24, 2004

	<u>Labor Rate Per Hour Weekdays (Excluding Holidays)</u> Per Hour 6:00-10:00 P.M. (2 hr. minimum if there is a break in service of 1 hr. or more.)	<u>Labor Rate for Saturday, Sundays and Holidays</u> (Minimum 2 Hrs.)	
	<u>Rate</u>	<u>Minimum</u>	<u>Each Add Hour</u>
Labor allowance for fireman during heating season (Oct. 16 to May 15)	\$19.04/hr.	\$98.49	\$28.14/hr.
Cleaner (May 16 to Oct. 15)	\$16.74/hr.	\$86.59	\$24.74/hr.
Athletic Field Service	\$18.43/hr.	\$69.11	\$27.65/hr.
<u>ADDITIONAL ALLOWANCE FOR SPACE</u>	<u>SPACE RATES WEEKDAYS (EXCLUDING HOLIDAYS)</u>	<u>SPACE RATES SATURDAY, SUNDAY AND HOLIDAYS</u>	
Classroom and Teachers' Rooms each	\$2.79	\$4.12	
Special Rooms - (All rooms other than classrooms or teachers' rooms or items of space not listed herein)	\$5.58	\$8.25	
Auditoriums (Elementary and Junior High School Buildings)	\$29.01	\$42.88	
Auditoriums (High School Buildings)	\$43.52	\$64.32	
Gymnasiums	\$29.01	\$42.88	
Use of Bleachers in School Gymnasiums	\$29.01	\$42.88	

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SCHEDULE LVII (B)

4/24/2004

<u>ADDITIONAL ALLOWANCE FOR SPACE</u>	<u>SPACE RATES WEEKDAYS (EXCLUDING HOLIDAYS)</u>	<u>SPACE RATES SATURDAY, SUNDAY AND HOLIDAYS</u>
Cafeteria or Lunchroom/ Playroom/ Gymnasium	\$29.01	\$42.88
Furniture Movement return within the cafeteria, lunchroom, etc. (Unit equivalent of 1 table and 6 chairs)	\$1.31	\$1.94
Locker Rooms (equivalent to 4 or more CR units)	\$15.62	\$23.09
Locker Rooms (equivalent To 1 to 3 CR units)	\$8.37	\$12.37
Baths (5 shower heads or more)	\$29.01	\$42.88
Bath (less than 5 shower heads)	\$14.23	\$21.03
Swimming Pools	\$58.03	\$85.76

Space used continuously, as above, to be paid for to the Custodian but once.

Where special services are required by an organization, such as removal or receipt of equipment, arrangement of stages or other areas, setting up tables and chairs, operating stage lighting or other stage properties, an additional fee for such services shall be paid, commensurate with the rates of pay for employees required to provide such services.

The Custodian shall append a statement to the "Application for the Use of School Buildings" setting forth the required services and the fees therefore. This amount shall be added to the normal fees and transmitted to the Board of Education with the "Application for Use of School Buildings."

For use of buildings on Sundays by youth organizations, the full rates under this Schedule shall apply.

For Saturday mornings (between the hours of 9:00 A.M. and 12:00 P.M.) use by youth and parent organizations will be charged a fee of \$26.22 for the first classroom.

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SCHEDULE LVII (B)

4/24/2004

ADDITIONAL PROVISIONS CONCERNING EXTRA ACTIVITY PAYMENT ALLOWANCES

Labor Allowances - (Including Toilets Attached to Play-yards) When a building is used weekday evenings (excluding holidays) during July and August evening space rates shall apply after 5:00 P.M. For the use of buildings on Saturdays, Sundays and holidays, the labor and space fees for such days shall apply.

Any increases in the hourly wage rate granted cleaners, exclusive of payments to pension and welfare funds, on or after July 1, 1990 shall be applied to the space rate in proportion to the time allowed for each unit. The additional allowance for firemen during the heating season shall be increased by an amount equal to the hourly wage increase granted to the fireman, exclusive of payments to pension and welfare funds, for the number of hours of service established for each session.

SUMMER VACATION ACTIVITIES

RATE

\$41.85

For use of buildings for summer vacation activities (during the months of July and August) from 9:00 A.M. to 5:00 P.M. daily except Saturdays, Sundays and holidays there shall be a payment equivalent to the space fees charged for 15 classrooms, for required cleaning services each day the building is utilized. No deductions shall be made for a lesser use of space. For space used in excess of 15 classrooms, the evening space rates shall apply.

RAINY DAY CAMPS

For "Rainy day Camps" the space rates shall be double the evening space rates. Where such "Rainy Day Camps" use of space falls within the basically allowed equivalent of 15 classrooms, the space rates shall be the normal rates. "Rainy Day Camps" shall be limited to a maximum use of 10 classrooms.

SUMMER DAY CAMPS

RATE

\$114.25

"Summer Day Camps" in addition to the fees charged for space used as listed herein shall pay an additional fee for major use of showers and swimming pools. (Allowance Per Day (6 Hrs. Fireman))

SUMMER USE OF CAFETERIA/LUNCHROOMS FOR SERVING LUNCHES

The following amounts will be allowed for moving chairs and/or benches immediately after the final lunch period each day in order to enable the custodial force to perform all the Custodians' required duties and to scrub the entire floor area of the cafeteria/lunchroom area once each week, and to spot mop spillages daily during the lunch periods:

Elementary Schools	\$418.50/week
Junior High, Intermediate and High School Annexes	\$552.40/week
High School	\$669.55/week

60000

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SCHEDULE LVII (B)

4/24/2004

OTHER VACATION SERVICE

For such weekdays when schools are closed before and after Christmas and Easter, the fee is \$41.85. This includes the use of 15 classrooms or the equivalent. No deductions shall be made for a lesser use of space. For space used in excess of 15 classrooms, the evening space rates shall apply. In addition, labor fees at the basic rate of wages for firemen times the hours the buildings are occupied shall be charged.

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2005
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
1	69,765.69	54	134,175.44	107	201,021.01
2	70,910.68	55	136,409.20	108	201,982.01
3	72,058.33	56	138,232.94	109	202,943.01
4	73,203.32	57	140,056.69	110	203,904.00
5	74,350.98	58	141,880.43	111	205,302.18
6	75,498.63	59	144,115.12	112	206,311.17
7	76,646.28	60	145,938.86	113	207,320.15
8	77,793.94	61	147,751.94	114	208,329.13
9	78,941.59	62	149,565.03	115	209,721.47
10	80,089.25	63	151,927.83	116	210,730.45
11	81,236.90	64	153,740.91	117	211,739.43
12	82,384.56	65	155,553.99	118	212,772.42
13	83,532.21	66	157,425.43	119	214,193.79
14	84,679.87	67	158,835.57	120	215,230.77
15	85,827.52	68	159,839.89	121	216,213.43
16	86,969.85	69	160,841.55	122	217,196.10
17	88,112.17	70	161,845.88	123	218,561.62
18	89,254.49	71	163,258.35	124	219,545.29
19	90,396.81	72	164,254.67	125	220,527.95
20	91,539.14	73	165,277.66	126	221,510.61
21	92,692.12	74	166,287.32	127	222,827.65
22	93,845.11	75	167,799.47	128	223,810.31
23	94,971.44	76	168,801.13	129	224,793.98
24	96,097.77	77	169,802.79	130	225,776.64
25	97,224.09	78	170,804.45	131	227,223.22
26	98,382.41	79	172,394.52	132	228,404.16
27	99,540.73	80	173,396.18	133	229,362.83
28	100,699.05	81	174,403.17	134	230,325.17
29	101,857.37	82	175,410.16	135	231,551.47
30	103,626.74	83	176,993.45	136	232,513.81
31	104,769.06	84	178,000.44	137	233,472.48
32	105,911.38	85	179,007.43	138	234,434.82
33	107,053.70	86	180,003.76	139	235,645.25
34	108,196.03	87	181,383.02	140	236,607.58
35	109,750.72	88	182,379.35	141	237,614.24
36	110,893.04	89	183,402.34	142	238,621.90
37	112,035.37	90	184,425.32	143	239,909.75
38	113,177.69	91	185,850.34	144	240,917.40
39	114,729.05	92	186,891.99	145	241,924.06
40	115,871.38	93	187,933.64	146	242,931.72
41	117,024.36	94	188,975.29	147	244,205.99
42	118,177.35	95	190,404.66	148	245,213.65
43	119,741.70	96	191,446.31	149	246,220.31
44	120,894.68	97	192,487.96	150	247,227.97
45	122,798.86	98	193,529.61	151	248,487.93
46	124,752.60	99	194,953.76	152	249,481.26
47	127,117.25	100	195,995.41	153	250,475.59
48	129,070.99	101	194,486.82	154	251,468.92
49	131,024.74	102	195,447.81	155	252,319.76
50	132,978.48	103	196,794.08	156	252,148.09
51	128,709.82	104	197,755.08	157	251,980.10
52	130,531.70	105	198,716.07	158	251,808.44
53	132,353.57	106	199,677.07	159	251,902.50

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APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2005
FLOOR AREA SCHEDULE

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
160	263,686.36	213	325,981.79	266	396,750.10
161	265,507.16	214	326,941.44	267	398,065.50
162	267,326.97	215	327,890.10	268	399,099.80
163	269,415.42	216	328,838.76	269	400,134.10
164	271,236.23	217	329,990.39	270	401,193.07
165	273,056.04	218	330,949.05	271	402,123.40
166	274,875.84	219	331,908.71	272	403,283.76
167	276,957.36	220	332,868.37	273	404,214.09
168	278,782.17	221	333,828.02	274	405,144.42
169	280,601.98	222	334,957.65	275	406,074.75
170	282,422.78	223	335,917.31	276	407,005.09
171	284,507.35	224	336,876.96	277	408,201.25
172	286,321.83	225	337,836.62	278	409,131.58
173	288,138.97	226	338,796.28	279	410,061.91
174	289,954.44	227	339,924.69	280	410,992.25
175	292,036.56	228	340,884.34	281	411,941.57
176	293,854.70	229	341,844.00	282	412,731.90
177	294,874.69	230	342,803.66	283	413,688.89
178	295,894.68	231	343,775.64	284	414,643.21
179	297,937.17	232	344,917.49	285	415,597.54
180	298,958.16	233	345,890.48	286	416,554.53
181	299,967.48	234	346,863.46	287	418,141.16
182	300,980.47	235	347,836.45	288	419,899.85
183	302,258.62	236	348,809.44	289	421,651.47
184	303,268.94	237	349,955.51	290	423,410.16
185	304,280.93	238	350,928.50	291	425,198.96
186	305,292.92	239	351,900.49	292	427,120.77
187	306,549.90	240	352,873.47	293	428,909.57
188	307,546.22	241	353,779.81	294	430,697.37
189	308,542.55	242	354,872.21	295	432,486.17
190	309,541.54	243	354,645.55	296	434,274.98
191	310,543.20	244	354,418.89	297	436,196.78
192	311,810.58	245	354,192.24	298	437,985.58
193	312,812.24	246	353,965.58	299	439,774.39
194	313,813.90	247	354,910.89	300	440,967.19
195	314,815.56	248	354,684.23	301	442,716.00
196	315,817.21	249	354,457.57	302	444,603.49
197	317,083.59	250	369,872.71	303	446,354.97
198	318,085.25	251	371,593.34	304	448,102.78
199	319,126.89	252	373,581.61	305	449,854.26
200	320,168.54	253	375,302.23	306	451,605.74
201	313,152.12	254	377,022.85	307	453,343.22
202	315,002.79	255	378,743.48	308	455,080.70
203	315,973.11	256	380,464.10	309	456,085.00
204	316,943.43	257	382,451.90	310	457,089.31
205	317,913.75	258	384,172.53	311	458,032.30
206	318,884.07	259	385,893.15	312	458,975.29
207	320,024.24	260	387,613.77	313	459,918.27
208	320,994.56	261	389,313.07	314	460,861.26
209	321,964.88	262	391,280.24	315	461,804.25
210	322,935.20	263	392,979.54	316	462,747.24
211	323,893.86	264	394,681.50	317	463,690.23
212	325,022.13	265	395,715.80	318	464,633.22

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2005
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
319	465,576.21	372	515,423.99	425	572,262.44
320	466,519.20	373	516,340.32	426	573,478.51
321	467,448.86	374	517,259.32	427	574,683.12
322	468,378.52	375	518,199.64	428	575,899.18
323	469,308.17	376	519,142.63	429	577,106.46
324	470,237.83	377	520,085.62	430	578,322.52
325	471,167.49	378	521,025.94	431	579,527.13
326	472,097.15	379	521,968.93	432	580,743.20
327	473,026.81	380	522,911.92	433	581,959.26
328	473,956.47	381	523,860.24	434	583,163.87
329	474,886.13	382	524,808.56	435	584,379.93
330	475,815.79	383	525,756.88	436	585,587.21
331	476,734.79	384	526,705.20	437	586,803.27
332	477,653.78	385	527,653.52	438	588,007.88
333	478,572.78	386	528,601.84	439	589,223.95
334	479,491.78	387	529,550.16	440	590,431.22
335	480,410.77	388	530,498.48	441	591,647.29
336	481,329.77	389	531,446.80	442	592,851.90
337	482,248.76	390	532,395.13	443	594,067.96
338	483,167.76	391	533,359.44	444	595,284.02
339	484,086.76	392	534,323.76	445	596,488.63
340	485,005.75	393	535,288.07	446	597,704.70
341	485,970.07	394	536,252.39	447	598,911.97
342	486,934.38	395	537,216.70	448	600,128.04
343	487,898.70	396	538,181.02	449	601,332.65
344	488,863.02	397	539,132.01	450	602,548.71
345	489,827.33	398	540,082.99	451	603,755.99
346	490,791.65	399	541,033.98	452	604,972.05
347	491,755.96	400	541,984.97	453	606,185.45
348	492,720.28	401	543,189.58	454	607,392.72
349	493,684.59	402	544,405.64	455	608,608.79
350	494,648.91	403	545,612.92	456	609,816.06
351	495,586.57	404	546,826.31	457	611,029.46
352	496,524.22	405	548,033.59	458	612,236.74
353	497,480.54	406	549,249.65	459	613,452.80
354	498,439.53	407	550,456.93	460	614,657.41
355	499,395.85	408	551,670.33	461	615,873.48
356	500,354.83	409	552,877.60	462	617,080.75
357	501,311.15	410	554,093.67	463	618,296.82
358	502,270.13	411	555,309.73	464	619,510.21
359	503,226.45	412	556,514.34	465	620,717.49
360	504,185.43	413	557,730.40	466	621,933.55
361	505,125.76	414	558,937.68	467	623,140.83
362	506,066.08	415	560,153.74	468	624,354.23
363	507,006.40	416	561,358.35	469	625,561.50
364	507,946.73	417	562,574.42	470	626,777.57
365	508,887.05	418	563,781.69	471	627,984.84
366	509,827.37	419	564,995.09	472	629,198.24
367	510,767.70	420	566,202.37	473	630,405.52
368	511,708.02	421	567,418.43	474	631,621.58
369	512,648.34	422	568,634.50	475	632,834.98
370	513,588.66	423	569,839.10	476	634,042.25
371	514,504.99	424	571,055.17	477	635,258.32

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APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2005
FLOOR AREA SCHEDULE

478	636,465.59	531	700,666.07	584	764,869.22
479	637,678.99	532	701,882.14	585	766,085.29
480	638,886.27	533	703,089.41	586	767,292.56
481	640,102.33	534	704,305.48	587	768,505.96
482	641,309.61	535	705,510.09	588	769,713.24
483	642,523.00	536	706,726.15	589	770,929.30
484	643,730.28	537	707,933.43	590	772,136.58
485	644,946.34	538	709,149.49	591	773,349.97
486	646,159.74	539	710,354.10	592	774,557.25
487	647,367.02	540	711,570.17	593	775,773.31
488	648,583.08	541	712,786.23	594	776,989.38
489	649,790.36	542	713,990.84	595	776,767.38
490	651,003.76	543	715,206.90	596	776,545.38
491	652,211.03	544	716,414.18	597	776,323.38
492	653,427.09	545	717,630.24	598	776,101.38
493	654,634.37	546	718,834.85	599	775,879.38
494	655,847.77	547	720,050.92	600	775,657.38
495	657,055.04	548	721,258.19		
496	658,271.11	549	722,474.26		
497	659,487.17	550	723,687.65		
498	660,691.78	551	724,894.93		
499	661,907.85	552	726,110.99		
500	663,115.12	553	727,318.27		
501	664,328.52	554	728,531.67		
502	665,535.79	555	729,738.94		
503	666,751.86	556	730,955.01		
504	667,959.13	557	732,159.62		
505	669,172.53	558	733,375.68		
506	670,379.81	559	734,582.96		
	671,595.87	560	735,799.02		
508	672,811.94	561	737,012.42		
509	674,016.55	562	738,219.69		
510	675,232.61	563	739,435.76		
511	676,439.89	564	740,643.03		
512	677,655.95	565	741,856.43		
513	678,860.56	566	743,063.71		
514	680,076.62	567	744,279.77		
515	681,283.90	568	745,487.05		
516	682,497.30	569	746,700.45		
517	683,704.57	570	747,907.72		
518	684,920.64	571	749,123.78		
519	686,136.70	572	750,337.18		
520	687,341.31	573	751,544.46		
521	688,557.37	574	752,760.52		
522	689,764.65	575	753,967.80		
523	690,980.71	576	755,181.20		
524	692,185.32	577	756,388.47		
525	693,401.39	578	757,604.54		
526	694,608.66	579	758,811.81		
527	695,824.73	580	760,025.21		
528	697,029.34	581	761,232.48		
529	698,245.40	582	762,448.55		
530	699,461.47	583	763,661.95		

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SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2005

PAVED AREA SCHEDULE

AREA IN M	TOTAL
1	585.66
2	1,171.31
3	1,756.97
4	2,342.62
5	2,928.28
6	3,382.92
7	3,826.16
8	4,236.56
9	4,613.63
10	4,956.41
11	5,350.63
12	5,726.53
13	6,042.87
14	6,419.40
15	6,739.62
16	7,088.01
17	7,423.78
18	7,751.28
19	8,062.06
20	8,358.22
21	8,655.90
22	8,924.01
23	9,190.12
24	9,419.99
25	9,692.21
26	9,966.30
27	10,244.67
28	10,522.30
29	10,771.39
30	11,033.74
31	11,311.23
32	11,575.19
33	11,832.84
34	12,084.18
35	12,337.65
36	12,603.01
37	12,872.08
38	13,127.99
39	13,378.67
40	13,624.89
41	13,905.80
42	14,183.80
43	14,448.51
44	14,731.05
45	14,989.46
46	15,246.33
47	15,507.43
48	15,767.47
49	16,012.79
50	16,254.71
51-100	247.69
101-120	205.24
121-OVER	185.83

09.005

SCHEDULE LVII (A)
4/24/2005

OUTSIDE STEAM SCHEDULE

Deduction for Outside steam

A deduction of 15% is made from the basic floor allowance for buildings served with outside steam.

OIL BURNER DEDUCTIONS

No deductions shall be made for buildings of 50 M square feet or less in area.

<u>Floor Area</u> <u>M Square Feet</u>	<u>% Deduction</u>	<u>Floor Area</u> <u>M Square Feet</u>	<u>% Deduction</u>
51 - 52	0.1	111 - 112	4.1
53	0.2	113	4.2
54 - 55	0.3	114 - 115	4.3
56	0.4	116	4.4
57 - 58	0.5	117 - 118	4.5
59	0.6	119	4.6
60 - 61	0.7	120 - 121	4.7
62	0.8	122	4.8
63 - 64	0.9	123 - 124	4.9
65	1.0	125	5.0
66 - 67	1.1	126 - 127	5.1
68	1.2	128	5.2
69 - 70	1.3	129 - 130	5.3
71	1.4	131	5.4
72 - 73	1.5	132 - 133	5.5
74	1.6	134	5.6
75 - 76	1.7	135 - 136	5.7
77	1.8	137	5.8
78 - 79	1.9	138 - 139	5.9
80	2.0	140	6.0
81 - 82	2.1	141 - 142	6.1
83	2.2	143	6.2
84 - 85	2.3	144 - 145	6.3
86	2.4	146	6.4
87 - 88	2.5	147 - 148	6.5
89	2.6	149	6.6
90 - 91	2.7	150 - 151	6.7
92	2.8	152	6.8
93 - 94	2.9	153 - 154	6.9
95	3.0	155	7.0
96 - 97	3.1	156 - 157	7.1
98	3.2	158	7.2
99 - 100	3.3	159 - 160	7.3
101	3.4	161	7.4
102 - 103	3.5	162 - 163	7.5
104	3.6	164	7.6
105 - 106	3.7	165 - 166	7.7
107	3.8	167	7.8
108 - 109	3.9	168 - 169	7.9
110	4.0	170	8.0

d. ALL OVER 170 M SQUARE FEET USE 8% DEDUCTION

09.00.5

SCHEDULE LVII (A)
4/24/2005

HIGH PRESSURE BOILERS

4% of the basic floor allowance on coal plants or 4% of the basic floor area allowance as reduced for oil plants is added for high pressure boilers.

HIGH SCHOOLS

12% of the basic floor area allowance or the allowance as adjusted for oil or steam is added to the allowance for senior high schools.

JUNIOR HIGH SCHOOLS AND SENIOR HIGH SCHOOL ANNEXES

6% of the basic floor allowance or the allowance as adjusted for oil or steam is added to the allowance for junior high schools and for senior high school annexes.

ELEVATOR ALLOWANCE

\$5,556.76/Unit

ELEVATOR ALLOWANCE (MECHANICAL SERVICE CONTRACT)

\$3,077.72/Unit

ESCALATOR ALLOWANCE (MECHANICAL SERVICE CONTRACT)

\$7,806.06/Unit (\$3,414.96/Unit)

UNIVENT ALLOWANCE

\$95.20/Unit

SWIMMING POOL ALLOWANCE

\$19,463.94

PREMIUM

\$4,232.40

VACATIONS

Where employees are entitled to more than 15 work days vacation the Board of Education will reimburse the Custodian for the difference between 15 and 25 work days in accordance with need as reported by Custodians. In addition, effective July 1, 1971 each employee is granted one additional day's vacation which may be taken for vacation or personal business at any time during the year upon prior notice to the School Custodian/School Custodian Engineer. The Board of Education will reimburse the Custodian for this additional day upon submission of a report of need by the Custodian.

BOARD

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SCHEDULE LVII(A)
4/24/2005

DEATH IN IMMEDIATE FAMILY

Employees of School Custodians/School Custodian Engineers shall be permitted absence with pay not to exceed four (4) working days in the case of death in the immediate family. The term "immediate family" includes a parent, sister, brother, spouse, child, mother-in-law and father-in-law. Reimbursement at straight time in accordance with need as submitted in report by Custodian.

SICK LEAVE

Effective July 1, 1984 employees earn sick leave at the rate of 10 days per year and cumulative to a maximum of 100 days. Reimbursement at straight time in accordance with need as submitted in report by Custodian. During the first year of employment sick leave shall be earned at the rate of one (1) day per month service up to an annual maximum of 10. After one year, sick leave shall be earned at rate of two (2) days per month service up to a maximum of 10.

OVERTIME

At time and one half beyond a 40 hour week for all employees and for these and other employees for day school needs on Saturdays, Sundays, and holidays not otherwise compensated for in the schedule, in accordance with need by reports submitted by Custodians. This includes emergency snow removals, cleaning up after floods and fires and securing buildings after storms or vandalism.

WATCHMAN

Necessary work for day school operation for authorized watchman at half time rate in schools or administrative buildings when such employment has been customary over the years in accordance with needs as reported by Custodians. Watchman premium pay for Saturdays, Sundays, holidays for one (1) shift is \$7,424.

WORKER'S COMPENSATION

4.62 percent for Worker's Compensation on allowance for custodial employees.

UNUSED SPACE DEDUCTIONS

\$1,033.60 Per M Square Feet

SCHEDULE LVII (A)

4/24/2005

CAFETERIA/LUNCHROOM ALLOWANCE

For moving chairs and/or benches immediately after the final lunch period each day in order to enable the custodial force to perform all the Custodian's required duties and to scrub the entire floor area of the cafeteria/lunchroom area once each week and to spot mop spillages daily during the lunch periods.

Elementary Schools	\$16,740.00
Junior High, Intermediate and High School Annexes	\$22,096.80
High Schools	\$26,784.00

AUXILIARY KINDERGARTEN LUNCHROOMS

The Board shall provide an allocation of 225 hours (at the cleaner rate) for the first auxiliary kindergarten-lunchroom in a given school and 200 hours (at the cleaner rate) for each additional auxiliary kindergarten-lunchroom in the same school. Payment for all other non-kindergarten lunchrooms and other established food eating areas shall be determined by a proration of the usual cafeteria/lunchroom allowance, using the square footage of each area being used as an auxiliary lunchroom and the construction standard of 3,000 square feet. For auxiliary lunchrooms in excess of 3,000 feet the full cafeteria/lunchroom allowance as provided in the collective bargaining agreement will be paid. All newly created kindergarten classrooms shall receive the increased service normally required for rooms devoted to such purpose.

SUPPER FEEDING

Effective April 1, 1986, in elementary schools in which a formal supper feeding program is instituted between the hours of 3:00 p.m. and 6:00 p.m., the Board of Education shall adjust the day school schedule to reflect the following:

i) In programs in which there are up to and including 100 registrants, there shall be an additional 1 hour to be paid at one and one half times the cleaner's rate (i.e. premium time) per day for each day that the program is in operation.

ii) In programs in which there are 101-250 registrants there shall be an additional one and one half hours to be paid at one and one half times the handyman's rate (i.e. premium time) per day for each day that the program is in operation.

The parties agree that the number of registrants is to be ascertained on the last school day of September, December and March of each school year. The Board of Education shall accordingly provide Local 891 with the number of registrants in accordance with the registration procedures used to enroll the children in the aforesaid program. If the registration rolls reflect a change in the number of registrants, which affects the payment schedule referred to above, the Board of Education agrees to make the necessary monetary changes in accordance with paragraph 1 and advise Local 891 in writing.

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SCHEDULE LVII (A)

4/24/2005

The foregoing shall apply only to regular school days during the school year from September 1 through June 30 during the hours from 3 p.m. to 6 p.m. It is not to be construed to affect other agreements between Local 891 and the Board of Education relating to other feeding programs.

SHIFT DIFFERENTIAL

Effective July 1, 1971 an employee shall receive a shift differential of 5% of the basic hourly rate for each hour worked between 6 pm and 8 am if the employee's daily work period has been regularly scheduled for at least 1 continuous month and such daily work period begins between 12 noon and 12 midnight. Such differential shall be retroactive to the starting date of the shift. Basic hourly rate excludes overtime. Shift differential shall not apply to any overtime hour for which the employee is paid at a premium rate. The shift differential shall apply to full time employees only. Reimbursement will be made in accordance with need as submitted in report by Custodian.

REGISTER PERCENTAGE

Where, as a continuous condition, 33 1/3% of the aggregate daily register for the month is in session before 8 am or after 3:30 pm or where the combined register before 8 am and after 3:30 pm, is 33 1/3% of the aggregate register, an allowance of 10% of the "amount" for the building surface shall be made on the basis of monthly certificates from the Bureau of Educational Program Research and Statistics. Such extra allowance to be paid as a special allowance and not as a part of the regular day school allowance, and to be exclusive of the months of July and August.

MAINTENANCE PAINTING ALLOWANCE

Effective July 1, 1988, the following shall be added to the custodial allowance for day school operation without adjustment in accordance with the following:

- Buildings up to 30,000 square feet - 11 hours handyman rate-per 1,000 square feet per year;
- Buildings over 30,000 square feet and up to 82,000 square feet - 10.7 hours handyman rate per 1,000 square feet per year;
- Buildings over 82,000 square feet and up to 100,000 square feet 10.6 hours handyman rate per 1,000 square feet per year;
- Buildings over 100,000 square feet and up to 124,000 square feet 10.2 hours handyman rate per 1,000 square feet per year;
- Buildings over 124,000 square feet and up to 175,000 square feet 9.2 hours handyman rate per 1,000 square feet per year.
- Buildings over 175,000 square feet - 8 hours handyman rate per 1,000 square feet per year.

09005

**SCHEDULE LVII (B) OF FEES TO BE PAID FOR LABOR FOR DULY AUTHORIZED EXTRA ACTIVITIES
AND FOR USE OF SCHOOL BUILDINGS BY OUTSIDE ORGANIZATIONS APRIL 24, 2005**

Custodial Allowances for Extra Activity Services

Fees for contractors and shop mechanics shall not be paid when the building is otherwise open for extra activities.

After School Fees:

A) Effective November 1, 1994, the 3:00 p.m. to 6:00 p.m. weekday activity schedule for the calendar school year shall be modified as follows:

- i) 0 to 60,000 square feet 28 free units or equivalent
- ii) 61,000 square feet and up unlimited

Space fees for the use of buildings from 3:00 P.M. to 6:00 P.M. shall be eliminated when the same spaces are used again at night.

B) Effective November 1, 1994, the 6:00 p.m. to 10:00 p.m. activity schedule for the calendar school year shall be:

- i) 0 to 60,000 square feet pay as you go
- ii) 61 to 120,000 square feet 28 free units or equivalent
- iii) 121 to 200,000 square feet 45 free units or equivalent
- iv) 201 square feet and up 60 free units or equivalent

C) When schools are merged, each building will retain its own identity for all activity allowances and formulas.

D) The firepersons' rate for the use of school buildings between the hours of 6:00 p.m. and 10:00 p.m. weekdays for the school calendar year shall be modified such that the fireperson's rate shall be paid hour for hour during the heating and non-heating seasons.

SCHEDULE LVII (B)

4/24/2005

E) The weekday labor and space rates shall apply beginning at 5:00 P.M. on weekdays, other than holidays, when school is not in session. There shall be no extra fees charged for any programs or activities held during the hours of 8:00 a.m. to 6:00 p.m. during Mid-Winter Recess (President's Week) and the Custodian will continue to perform regular cleaning services. President's Day and Lincoln's Birthday, if falling on a weekday, shall continue to be celebrated.

H) Summer rates will be effective the day after teachers leave for summer recess and shall end the day teachers return.

G) Fees for 8:00 A.M. to 9:00 A.M. openings for recognized summer feeding programs will be eliminated.

H) In schools with a recognized breakfast program operated between 7:30 A.M. and 8:30 A.M., September 1st through June 30th, on regular school days, payment shall be eliminated.

D) Labor and space fees for extra activities will be paid in accordance with the attached schedules. Activity rates will be adjusted to reflect all wage increases granted to Locals 74/94 through collective bargaining. Activity rates will also be adjusted to reflect any increases in the Workers' Compensation rate.

**SCHEDULE LVII (B) OF FEES TO BE PAID FOR LABOR FOR DULY AUTHORIZED EXTRA
ACTIVITIES AND FOR USE OF SCHOOL BUILDINGS BY OUTSIDE ORGANIZATIONS**

EFFECTIVE APRIL 24, 2005

	<u>Labor Rate Per Hour Weekdays (Excluding Holidays)</u> Per Hour 6:00-10:00 P.M. (2 hr. minimum if there is a break in service of 1 hr. or more.)	<u>Labor Rate for Saturday, Sundays and Holidays</u> (Minimum 2 Hrs.)	
	<u>Rate</u>	<u>Minimum</u>	<u>Each Add Hour</u>
Labor allowance for fireman during heating season (Oct. 16 to May 15)	\$19.04/hr.	\$98.49	\$28.14/hr.
Cleaner (May 16 to Oct. 15)	\$16.74/hr.	\$86.59	\$24.74/hr.
Athletic Field Service	\$18.43/hr.	\$69.11	\$27.65/hr.
<u>ADDITIONAL ALLOWANCE FOR SPACE</u>	<u>SPACE RATES WEEKDAYS (EXCLUDING HOLIDAYS)</u>	<u>SPACE RATES SATURDAY, SUNDAY AND HOLIDAYS</u>	
Classroom and Teachers' Rooms each	\$2.79	\$4.12	
Special Rooms - (All rooms other than classrooms or teachers' rooms or items of space not listed herein)	\$5.58	\$8.25	
Auditoriums (Elementary and Junior High School Buildings)	\$29.01	\$42.88	
Auditoriums (High School Buildings)	\$43.52	\$64.32	
Gymnasiums	\$29.01	\$42.88	
Use of Bleachers in School Gymnasiums	\$29.01	\$42.88	

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SCHEDULE LVII (B)

4/24/2005

<u>ADDITIONAL ALLOWANCE FOR SPACE</u>	<u>SPACE RATES WEEKDAYS (EXCLUDING HOLIDAYS)</u>	<u>SPACE RATES SATURDAY, SUNDAY AND HOLIDAYS</u>
Cafeteria or Lunchroom/ Playroom/ Gymnasium	\$29.01	\$42.88
Furniture Movement return within the cafeteria, lunchroom, etc. (Unit equivalent of 1 table and 6 chairs)	\$1.31	\$1.94
Locker Rooms (equivalent to 4 or more CR units)	\$15.62	\$23.09
Locker Rooms (equivalent To 1 to 3 CR units)	\$8.37	\$12.37
Baths (5 shower heads or more)	\$29.01	\$42.88
Bath (less than 5 shower heads)	\$14.23	\$21.03
Swimming Pools	\$58.03	\$85.76

Space used continuously, as above, to be paid for to the Custodian but once.

Where special services are required by an organization, such as removal or receipt of equipment, arrangement of stages or other areas, setting up tables and chairs, operating stage lighting or other stage properties, an additional fee for such services shall be paid, commensurate with the rates of pay for employees required to provide such services.

The Custodian shall append a statement to the "Application for the Use of School Buildings" setting forth the required services and the fees therefore. This amount shall be added to the normal fees and transmitted to the Board of Education with the "Application for Use of School Buildings."

For use of buildings on Sundays by youth organizations, the full rates under this Schedule shall apply.

For Saturday mornings (between the hours of 9:00 A.M. and 12:00 P.M.) use by youth and parent organizations will be charged a fee of \$26.22 for the first classroom.

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SCHEDULE LVII (B)
4/24/2005

ADDITIONAL PROVISIONS CONCERNING EXTRA ACTIVITY PAYMENT ALLOWANCES

Labor Allowances - (Including Toilets Attached to Play-yards) When a building is used weekday evenings (excluding holidays) during July and August evening space rates shall apply after 5:00 P.M. For the use of buildings on Saturdays, Sundays and holidays, the labor and space fees for such days shall apply.

Any increases in the hourly wage rate granted cleaners, exclusive of payments to pension and welfare funds, on or after July 1, 1990 shall be applied to the space rate in proportion to the time allowed for each unit. The additional allowance for firemen during the heating season shall be increased by an amount equal to the hourly wage increase granted to the fireman, exclusive of payments to pension and welfare funds, for the number of hours of service established for each session.

SUMMER VACATION ACTIVITIES

RATE

\$41.85

For use of buildings for summer vacation activities (during the months of July and August) from 9:00 A.M. to 5:00 P.M. daily except Saturdays, Sundays and holidays there shall be a payment equivalent to the space fees charged for 15 classrooms, for required cleaning services each day the building is utilized. No deductions shall be made for a lesser use of space. For space used in excess of 15 classrooms, the evening space rates shall apply.

RAINY DAY CAMPS

For "Rainy day Camps" the space rates shall be double the evening space rates. Where such "Rainy Day Camps" use of space falls within the basically allowed equivalent of 15 classrooms, the space rates shall be the normal rates. "Rainy Day Camps" shall be limited to a maximum use of 10 classrooms.

SUMMER DAY CAMPS

RATE

\$114.25

"Summer Day Camps" in addition to the fees charged for space used as listed herein shall pay an additional fee for major use of showers and swimming pools. (Allowance Per Day (6 Hrs. Fireman))

SUMMER USE OF CAFETERIA/LUNCHROOMS FOR SERVING LUNCHESES

The following amounts will be allowed for moving chairs and/or benches immediately after the final lunch period each day in order to enable the custodial force to perform all the Custodians' required duties and to scrub the entire floor area of the cafeteria/lunchroom area once each week, and to spot mop spillages daily during the lunch periods:

Elementary Schools	\$418.50/week
Junior High, Intermediate and High School Annexes	\$552.40/week
High School	\$669.55/week

SCHEDULE LVII (B)

4/24/2005

OTHER VACATION SERVICE

For such weekdays when schools are closed before and after Christmas and Easter, the fee is \$41.85. This includes the use of 15 classrooms or the equivalent. No deductions shall be made for a lesser use of space. For space used in excess of 15 classrooms, the evening space rates shall apply. In addition, labor fees at the basic rate of wages for firemen times the hours the buildings are occupied shall be charged.

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APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2006
FLOOR AREA SCHEDULE

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
1	71,304.42	54	139,006.23	107	209,314.43
2	72,505.08	55	141,333.03	108	210,329.95
3	73,708.54	56	143,240.63	109	211,345.48
4	74,909.20	57	145,148.23	110	212,361.00
5	76,112.66	58	147,055.83	111	213,827.09
6	77,316.12	59	149,383.69	112	214,892.90
7	78,519.57	60	151,291.29	113	215,958.70
8	79,723.03	61	153,187.71	114	217,024.50
9	80,926.49	62	155,084.14	115	218,484.63
10	82,129.94	63	157,544.06	116	219,550.43
11	83,333.40	64	159,440.49	117	220,616.23
12	84,536.86	65	161,336.91	118	221,706.03
13	85,740.31	66	163,294.35	119	223,195.20
14	86,943.77	67	164,768.81	120	224,289.00
15	88,147.23	68	165,828.30	121	225,325.94
16	89,345.10	69	166,885.00	122	226,362.87
17	90,542.97	70	167,944.49	123	227,793.67
18	91,740.84	71	169,421.20	124	228,831.61
19	92,938.71	72	170,472.31	125	229,868.55
20	94,136.58	73	171,551.36	126	230,905.48
21	95,345.62	74	172,616.43	127	232,286.66
22	96,554.66	75	174,196.28	128	233,323.60
23	97,735.77	76	175,252.98	129	234,361.54
24	98,916.89	77	176,309.67	130	235,398.47
25	100,098.00	78	177,366.37	131	236,917.40
26	101,312.63	79	179,026.53	132	238,162.04
27	102,527.26	80	180,083.22	133	239,173.84
28	103,741.89	81	181,145.51	134	240,189.43
29	104,956.51	82	182,207.79	135	241,477.51
30	106,795.53	83	183,861.22	136	242,493.10
31	107,993.40	84	184,923.50	137	243,504.90
32	109,191.27	85	185,985.78	138	244,520.49
33	110,389.14	86	187,036.89	139	245,792.65
34	111,587.02	87	188,481.88	140	246,808.24
35	113,206.61	88	189,532.99	141	247,870.32
36	114,404.48	89	190,612.04	142	248,933.39
37	115,602.35	90	191,691.08	143	250,285.28
38	116,800.22	91	193,184.01	144	251,348.36
39	118,416.39	92	194,282.60	145	252,410.43
40	119,614.26	93	195,381.20	146	253,473.51
41	120,823.30	94	196,479.79	147	254,811.86
42	122,032.34	95	197,977.18	148	255,874.93
43	123,662.09	96	199,075.78	149	256,937.01
44	124,871.13	97	200,174.37	150	258,000.09
45	126,856.88	98	201,272.97	151	259,323.50
46	128,894.48	99	202,764.99	152	260,371.61
47	131,352.30	100	203,863.58	153	261,420.72
48	133,389.90	101	202,431.11	154	262,468.83
49	135,427.51	102	203,446.63	155	263,342.51
50	137,465.11	103	204,858.44	156	263,169.95
51	133,289.46	104	205,873.97	157	263,001.19
52	135,195.05	105	206,889.49	158	262,828.64
53	137,100.64	106	207,905.02	159	262,930.40

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2006
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
160	275,221.99	213	341,041.69	266	415,481.54
161	277,126.59	214	342,056.76	267	416,865.08
162	279,030.18	215	343,060.84	268	417,958.37
163	281,211.07	216	344,064.92	269	419,051.66
164	283,115.66	217	345,271.98	270	420,169.74
165	285,019.26	218	346,286.05	271	421,154.09
166	286,922.85	219	347,301.13	272	422,376.62
167	289,096.76	220	348,316.21	273	423,360.97
168	291,005.35	221	349,331.28	274	424,345.32
169	292,908.95	222	350,516.33	275	425,329.67
170	294,813.54	223	351,531.41	276	426,314.02
171	296,990.32	224	352,546.48	277	427,572.74
172	298,888.33	225	353,561.56	278	428,557.09
173	300,789.13	226	354,576.64	279	429,541.44
174	302,688.14	227	355,760.46	280	430,525.80
175	304,862.44	228	356,775.54	281	431,530.29
176	306,764.24	229	357,790.62	282	432,375.78
177	307,840.28	230	358,805.69	283	433,388.06
178	308,916.33	231	359,833.74	284	434,397.55
179	311,038.61	232	361,031.64	285	435,407.04
180	312,115.65	233	362,060.68	286	436,419.32
181	313,180.52	234	363,089.73	287	438,088.79
182	314,249.19	235	364,118.77	288	439,930.64
183	315,591.63	236	365,147.81	289	441,765.11
184	316,657.50	237	366,349.95	290	443,606.96
185	317,725.16	238	367,378.99	291	445,480.31
186	318,792.83	239	368,407.03	292	447,486.67
187	320,113.25	240	369,436.08	293	449,360.02
188	321,164.74	241	370,395.29	294	451,232.38
189	322,216.23	242	371,540.56	295	453,105.73
190	323,270.51	243	371,312.63	296	454,979.09
191	324,327.59	244	371,084.69	297	456,985.44
192	325,658.98	245	370,856.76	298	458,858.80
193	326,716.06	246	370,628.83	299	460,732.15
194	327,773.14	247	371,663.36	300	462,009.51
195	328,830.22	248	371,435.43	301	463,840.96
196	329,887.29	249	371,207.50	302	465,811.21
197	331,217.69	250	387,299.99	303	467,645.46
198	332,274.77	251	389,103.76	304	469,475.91
199	333,373.74	252	391,183.84	305	471,310.16
200	334,472.72	253	392,987.61	306	473,144.41
201	327,531.47	254	394,791.38	307	474,965.04
202	329,449.00	255	396,595.16	308	476,785.67
203	330,475.25	256	398,398.93	309	477,848.58
204	331,501.50	257	400,478.51	310	478,911.49
205	332,527.75	258	402,282.29	311	479,910.15
206	333,554.00	259	404,086.06	312	480,908.81
207	334,750.10	260	405,889.83	313	481,907.48
208	335,776.35	261	407,671.26	314	482,906.14
209	336,802.60	262	409,729.31	315	483,904.80
210	337,828.85	263	411,510.74	316	484,903.47
211	338,842.92	264	413,294.96	317	485,902.13
212	340,026.61	265	414,388.25	318	486,900.79

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APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2006
FLOOR AREA SCHEDULE

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
319	487,899.46	372	540,691.75	425	600,749.38
320	488,898.12	373	541,662.48	426	602,031.77
321	489,882.82	374	542,636.00	427	603,302.21
322	490,867.51	375	543,631.87	428	604,584.60
323	491,852.21	376	544,630.53	429	605,857.83
324	492,836.91	377	545,629.20	430	607,140.22
325	493,821.61	378	546,625.07	431	608,410.65
326	494,806.30	379	547,623.73	432	609,693.04
327	495,791.00	380	548,622.39	433	610,975.43
328	496,775.70	381	549,626.64	434	612,245.87
329	497,760.39	382	550,630.89	435	613,528.26
330	498,745.09	383	551,635.14	436	614,801.49
331	499,718.61	384	552,639.39	437	616,083.88
332	500,692.14	385	553,643.64	438	617,354.31
333	501,665.66	386	554,647.89	439	618,636.70
334	502,639.19	387	555,652.14	440	619,909.93
335	503,612.71	388	556,656.39	441	621,192.32
336	504,586.23	389	557,660.64	442	622,462.76
337	505,559.76	390	558,664.89	443	623,745.15
338	506,533.28	391	559,669.14	444	625,027.54
339	507,506.81	392	560,673.39	445	626,297.97
340	508,480.33	393	561,677.64	446	627,580.36
341	509,453.86	394	562,681.89	447	628,853.59
342	510,427.39	395	563,686.14	448	630,135.98
343	511,400.92	396	564,690.39	449	631,406.41
344	512,374.45	397	565,694.64	450	632,688.81
345	513,347.98	398	566,698.89	451	633,962.03
346	514,321.51	399	567,703.14	452	635,244.42
347	515,295.04	400	568,707.39	453	636,524.02
348	516,268.57	401	569,711.64	454	637,797.25
349	517,242.10	402	570,715.89	455	639,079.64
350	518,215.63	403	571,720.14	456	640,352.87
351	519,189.16	404	572,724.39	457	641,632.46
352	520,162.69	405	573,728.64	458	642,905.69
353	521,136.22	406	574,732.89	459	644,188.08
354	522,109.75	407	575,737.14	460	645,458.52
355	523,083.28	408	576,741.39	461	646,740.91
356	524,056.81	409	577,745.64	462	648,014.14
357	525,030.34	410	578,749.89	463	649,296.53
358	526,003.87	411	579,754.14	464	650,576.12
359	526,977.40	412	580,758.39	465	651,849.35
360	527,950.93	413	581,762.64	466	653,131.74
361	528,924.46	414	582,766.89	467	654,404.97
362	529,897.99	415	583,771.14	468	655,684.57
363	530,871.52	416	584,775.39	469	656,957.80
364	531,845.05	417	585,779.64	470	658,240.19
365	532,818.58	418	586,783.89	471	659,513.41
366	533,792.11	419	587,788.14	472	660,793.01
367	534,765.64	420	588,792.39	473	662,066.24
368	535,739.17	421	589,796.64	474	663,348.63
369	536,712.70	422	590,800.89	475	664,628.23
370	537,686.23	423	591,805.14	476	665,901.45
371	538,659.76	424	592,809.39	477	667,183.85

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2006
FLOOR AREA SCHEDULE**

478	668,457.07	531	736,161.97	584	803,869.66
479	669,736.67	532	737,444.36	585	805,152.05
480	671,009.90	533	738,717.59	586	806,425.28
481	672,292.29	534	739,999.98	587	807,704.87
482	673,565.52	535	741,270.41	588	808,978.10
483	674,845.11	536	742,552.80	589	810,260.49
484	676,118.34	537	743,826.03	590	811,533.72
485	677,400.73	538	745,108.42	591	812,813.32
486	678,680.33	539	746,378.86	592	814,086.54
487	679,953.56	540	747,661.25	593	815,368.94
488	681,235.95	541	748,943.64	594	816,651.33
489	682,509.18	542	750,214.07	595	816,429.33
490	683,788.77	543	751,496.46	596	816,207.33
491	685,062.00	544	752,769.69	597	815,985.33
492	686,344.39	545	754,052.08	598	815,763.33
493	687,617.62	546	755,322.52	599	815,541.33
494	688,897.22	547	756,604.91	600	815,319.33
495	690,170.44	548	757,878.13		
496	691,452.84	549	759,160.52		
497	692,735.23	550	760,440.12		
498	694,005.66	551	761,713.35		
499	695,288.05	552	762,995.74		
500	696,561.28	553	764,268.97		
501	697,840.88	554	765,548.57		
502	699,114.10	555	766,821.79		
503	700,396.49	556	768,104.18		
504	701,669.72	557	769,374.62		
505	702,949.32	558	770,657.01		
506	704,222.55	559	771,930.24		
507	705,504.94	560	773,212.63		
508	706,787.33	561	774,492.22		
509	708,057.76	562	775,765.45		
510	709,340.15	563	777,047.84		
511	710,613.38	564	778,321.07		
512	711,895.77	565	779,600.67		
513	713,166.21	566	780,873.90		
514	714,448.60	567	782,156.29		
515	715,721.83	568	783,429.51		
516	717,001.42	569	784,709.11		
517	718,274.65	570	785,982.34		
518	719,557.04	571	787,264.73		
519	720,839.43	572	788,544.33		
520	722,109.87	573	789,817.55		
521	723,392.26	574	791,099.95		
522	724,665.48	575	792,373.17		
523	725,947.87	576	793,652.77		
524	727,218.31	577	794,926.00		
525	728,500.70	578	796,208.39		
526	729,773.93	579	797,481.62		
527	731,056.32	580	798,761.21		
528	732,326.75	581	800,034.44		
529	733,609.14	582	801,316.83		
530	734,891.53	583	802,596.43		

SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2006

PAVED AREA SCHEDULE

AREA IN M	TOTAL
1	613.64
2	1,227.29
3	1,840.93
4	2,454.58
5	3,068.22
6	3,544.59
7	4,009.01
8	4,439.02
9	4,834.12
10	5,193.28
11	5,606.33
12	6,000.20
13	6,331.66
14	6,726.18
15	7,061.71
16	7,426.74
17	7,778.56
18	8,121.71
19	8,447.34
20	8,757.65
21	9,069.56
22	9,350.49
23	9,629.31
24	9,870.16
25	10,155.40
26	10,442.59
27	10,734.26
28	11,025.15
29	11,286.15
30	11,561.03
31	11,851.79
32	12,128.36
33	12,398.32
34	12,661.68
35	12,927.26
36	13,205.30
37	13,487.23
38	13,755.37
39	14,018.03
40	14,276.02
41	14,570.35
42	14,861.63
43	15,139.01
44	15,435.05
45	15,705.81
46	15,974.95
47	16,248.53
48	16,521.00
49	16,778.03
50	17,031.52
51-100	259.53
101-120	215.05
121-OVER	194.72

30000

09005

SCHEDULE LVII (A)
4/24/2006

OUTSIDE STEAM SCHEDULE

Deduction for Outside steam

A deduction of 15% is made from the basic floor allowance for buildings served with outside steam.

OIL BURNER DEDUCTIONS

No deductions shall be made for buildings of 50 M square feet or less in area.

<u>Floor Area</u> <u>M Square Feet</u>	<u>% Deduction</u>	<u>Floor Area</u> <u>M Square Feet</u>	<u>% Deduction</u>
51 - 52	0.1	111 - 112	4.1
53	0.2	113	4.2
54 - 55	0.3	114 - 115	4.3
56	0.4	116	4.4
57 - 58	0.5	117 - 118	4.5
59	0.6	119	4.6
60 - 61	0.7	120 - 121	4.7
62	0.8	122	4.8
63 - 64	0.9	123 - 124	4.9
65	1.0	125	5.0
66 - 67	1.1	126 - 127	5.1
68	1.2	128	5.2
69 - 70	1.3	129 - 130	5.3
71	1.4	131	5.4
72 - 73	1.5	132 - 133	5.5
74	1.6	134	5.6
75 - 76	1.7	135 - 136	5.7
77	1.8	137	5.8
78 - 79	1.9	138 - 139	5.9
80	2.0	140	6.0
81 - 82	2.1	141 - 142	6.1
83	2.2	143	6.2
84 - 85	2.3	144 - 145	6.3
86	2.4	146	6.4
87 - 88	2.5	147 - 148	6.5
89	2.6	149	6.6
90 - 91	2.7	150 - 151	6.7
92	2.8	152	6.8
93 - 94	2.9	153 - 154	6.9
95	3.0	155	7.0
96 - 97	3.1	156 - 157	7.1
98	3.2	158	7.2
99 - 100	3.3	159 - 160	7.3
101	3.4	161	7.4
102 - 103	3.5	162 - 163	7.5
104	3.6	164	7.6
105 - 106	3.7	165 - 166	7.7
107	3.8	167	7.8
108 - 109	3.9	168 - 169	7.9
110	4.0	170	8.0

e. ALL OVER 170 M SQUARE FEET USE 8% DEDUCTION

09005

SCHEDULE LVII (A)
4/24/2006

HIGH PRESSURE BOILERS

4% of the basic floor allowance on coal plants or 4% of the basic floor area allowance as reduced for oil plants is added for high pressure boilers.

HIGH SCHOOLS

12% of the basic floor area allowance or the allowance as adjusted for oil or steam is added to the allowance for senior high schools.

JUNIOR HIGH SCHOOLS AND SENIOR HIGH SCHOOL ANNEXES

6% of the basic floor allowance or the allowance as adjusted for oil or steam is added to the allowance for junior high schools and for senior high school annexes.

ELEVATOR ALLOWANCE

\$5,805.63/Unit

ELEVATOR ALLOWANCE (MECHANICAL SERVICE CONTRACT)

\$3,222.15/Unit

ESCALATOR ALLOWANCE (MECHANICAL SERVICE CONTRACT)

\$8,155.81/Unit (\$3,578.16/Unit)

UNIVENT ALLOWANCE

\$99.25/Unit

SWIMMING POOL ALLOWANCE

\$20,341.96

PREMIUM

\$4,412.58

VACATIONS

Where employees are entitled to more than 15 work days vacation the Board of Education will reimburse the Custodian for the difference between 15 and 25 work days in accordance with need as reported by Custodians. In addition, effective July 1, 1971 each employee is granted one additional day's vacation which may be taken for vacation or personal business at any time during the year upon prior notice to the School Custodian/School Custodian Engineer. The Board of Education will reimburse the Custodian for this additional day upon submission of a report of need by the Custodian.

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SCHEDULE LVII (A)

4/24/2006

DEATH IN IMMEDIATE FAMILY

Employees of School Custodians/School Custodian Engineers shall be permitted absence with pay not to exceed four (4) working days in the case of death in the immediate family. The term "immediate family" includes a parent, sister, brother, spouse, child, mother-in-law and father-in-law. Reimbursement at straight time in accordance with need as submitted in report by Custodian.

SICK LEAVE

Effective July 1, 1984 employees earn sick leave at the rate of 10 days per year and cumulative to a maximum of 100 days. Reimbursement at straight time in accordance with need as submitted in report by Custodian. During the first year of employment sick leave shall be earned at the rate of one (1) day per month service up to an annual maximum of 10. After one year, sick leave shall be earned at rate of two (2) days per month service up to a maximum of 10.

OVERTIME

At time and one half beyond a 40 hour week for all employees and for these and other employees for day school needs on Saturdays, Sundays, and holidays not otherwise compensated for in the schedule, in accordance with need by reports submitted by Custodians. This includes emergency snow removals, cleaning up after floods and fires and securing buildings after storms or vandalism.

WATCHMAN

Necessary work for day school operation for authorized watchman at half time rate in schools or administrative buildings when such employment has been customary over the years in accordance with needs as reported by Custodians. Watchman premium pay for Saturdays, Sundays, holidays for one (1) shift is \$7,781.28.

WORKER'S COMPENSATION

4.62 percent for Worker's Compensation on allowance for custodial employees.

UNUSED SPACE DEDUCTIONS

\$1,071.55 Per M Square Feet

SCHEDULE LVII (A)

4/24/2006

CAFETERIA/LUNCHROOM ALLOWANCE

For moving chairs and/or benches immediately after the final lunch period each day in order to enable the custodial force to perform all the Custodian's required duties and to scrub the entire floor area of the cafeteria/lunchroom area once each week and to spot mop spillages daily during the lunch periods.

Elementary Schools	\$17,540.00
Junior High, Intermediate and High School Annexes	\$23,152.80
High Schools	\$28,064.00

AUXILIARY KINDERGARTEN LUNCHROOMS

The Board shall provide an allocation of 225 hours (at the cleaner rate) for the first auxiliary kindergarten-lunchroom in a given school and 200 hours (at the cleaner rate) for each additional auxiliary kindergarten-lunchroom in the same school. Payment for all other non-kindergarten lunchrooms and other established food eating areas shall be determined by a proration of the usual cafeteria/lunchroom allowance, using the square footage of each area being used as an auxiliary lunchroom and the construction standard of 3,000 square feet. For auxiliary lunchrooms in excess of 3,000 feet the full cafeteria/lunchroom allowance as provided in the collective bargaining agreement will be paid. All newly created kindergarten classrooms shall receive the increased service normally required for rooms devoted to such purpose.

SUPPER FEEDING

Effective April 1, 1986, in elementary schools in which a formal supper feeding program is instituted between the hours of 3:00 p.m. and 6:00 p.m., the Board of Education shall adjust the day school schedule to reflect the following:

i) In programs in which there are up to and including 100 registrants, there shall be an additional 1 hour to be paid at one and one half times the cleaner's rate (i.e. premium time) per day for each day that the program is in operation.

ii) In programs in which there are 101-250 registrants there shall be an additional one and one half hours to be paid at one and one half times the handyman's rate (i.e. premium time) per day for each day that the program is in operation.

The parties agree that the number of registrants is to be ascertained on the last school day of September, December and March of each school year. The Board of Education shall accordingly provide Local 891 with the number of registrants in accordance with the registration procedures used to enroll the children in the aforesaid program. If the registration rolls reflect a change in the number of registrants, which affects the payment schedule referred to above, the Board of Education agrees to make the necessary monetary changes in accordance with paragraph 1 and advise Local 891 in writing.

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SCHEDULE LVII (A)

4/24/2006

The foregoing shall apply only to regular school days during the school year from September 1 through June 30 during the hours from 3 p.m. to 6 p.m. It is not to be construed to affect other agreements between Local 891 and the Board of Education relating to other feeding programs.

SHIFT DIFFERENTIAL

Effective July 1, 1971 an employee shall receive a shift differential of 5% of the basic hourly rate for each hour worked between 6 pm and 8 am if the employee's daily work period has been regularly scheduled for at least 1 continuous month and such daily work period begins between 12 noon and 12 midnight. Such differential shall be retroactive to the starting date of the shift. Basic hourly rate excludes overtime. Shift differential shall not apply to any overtime hour for which the employee is paid at a premium rate. The shift differential shall apply to full time employees only. Reimbursement will be made in accordance with need as submitted in report by Custodian.

REGISTER PERCENTAGE

Where, as a continuous condition, 33 1/3% of the aggregate daily register for the month is in session before 8 am or after 3:30 pm or where the combined register before 8 am and after 3:30 pm, is 33 1/3% of the aggregate register, an allowance of 10% of the "amount" for the building surface shall be made on the basis of monthly certificates from the Bureau of Educational Program Research and Statistics. Such extra allowance to be paid as a special allowance and not as a part of the regular day school allowance, and to be exclusive of the months of July and August.

MAINTENANCE PAINTING ALLOWANCE

Effective July 1, 1988, the following shall be added to the custodial allowance for day school operation without adjustment in accordance with the following:

- Buildings up to 30,000 square feet - 11 hours handyman rate-per 1,000 square feet per year;
- Buildings over 30,000 square feet and up to 82,000 square feet - 10.7 hours handyman rate per 1,000 square feet per year;
- Buildings over 82,000 square feet and up to 100,000 square feet 10.6 hours handyman rate per 1,000 square feet per year;
- Buildings over 100,000 square feet and up to 124,000 square feet 10.2 hours handyman rate per 1,000 square feet per year;
- Buildings over 124,000 square feet and up to 175,000 square feet 9.2 hours handyman rate per 1,000 square feet per year.
- Buildings over 175,000 square feet - 8 hours handyman rate per 1,000 square feet per year.

09005

**SCHEDULE LVII (B) OF FEES TO BE PAID FOR LABOR FOR DULY AUTHORIZED EXTRA ACTIVITIES
AND FOR USE OF SCHOOL BUILDINGS BY OUTSIDE ORGANIZATIONS APRIL 24, 2006**

Custodial Allowances for Extra Activity Services

Fees for contractors and shop mechanics shall not be paid when the building is otherwise open for extra activities.

After School Fees:

A) Effective November 1, 1994, the 3:00 p.m. to 6:00 p.m. weekday activity schedule for the calendar school year shall be modified as follows:

- | | |
|-------------------------------|-----------------------------|
| i) 0 to 60, 000 square feet | 28 free units or equivalent |
| ii) 61,000 square feet and up | unlimited |

Space fees for the use of buildings from 3:00 P.M. to 6:00 P.M. shall be eliminated when the same spaces are used again at night.

B) Effective November 1, 1994, the 6:00 p.m. to 10:00 p.m. activity schedule for the calendar school year shall be:

- | | |
|----------------------------------|-----------------------------|
| i) 0 to 60,000 square feet | pay as you go |
| ii) 61 to 120, 000 square feet | 28 free units or equivalent |
| iii) 121 to 200, 000 square feet | 45 free units or equivalent |
| iv) 201 square feet and up | 60 free units or equivalent |

C) When schools are merged, each building will retain its own identity for all activity allowances and formulas.

D) The firepersons' rate for the use of school buildings between the hours of 6:00 p.m. and 10:00 p.m. weekdays for the school calendar year shall be modified such that the fireperson's rate shall be paid hour for hour during the heating and non-heating seasons.

SCHEDULE LVII (B)

4/24/2006

E) The weekday labor and space rates shall apply beginning at 5:00 P.M. on weekdays, other than holidays, when school is not in session. There shall be no extra fees charged for any programs or activities held during the hours of 8:00 a.m. to 6:00 p.m. during Mid-Winter Recess (President's Week) and the Custodian will continue to perform regular cleaning services. President's Day and Lincoln's Birthday, if falling on a weekday, shall continue to be celebrated.

I) Summer rates will be effective the day after teachers leave for summer recess and shall end the day teachers return.

G) Fees for 8:00 A.M. to 9:00 A.M. openings for recognized summer feeding programs will be eliminated.

H) Lunches with a recognized breakfast program operated between 7:30 A.M. and 8:30 A.M., September 1st through June 30th, on regular school days, payment shall be eliminated.

Extra activities will be paid in accordance with the attached schedules. Activity rates will be adjusted to reflect all wage increases granted to Locals 74/94 through collective bargaining. Rates also be adjusted to reflect any increases in the Workers' Compensation rate.

09.00.5

**SCHEDULE LVII (B) OF FEES TO BE PAID FOR LABOR FOR DULY AUTHORIZED EXTRA
ACTIVITIES AND FOR USE OF SCHOOL BUILDINGS BY OUTSIDE ORGANIZATIONS**

EFFECTIVE APRIL 24, 2006

	Labor Rate Per Hour Weekdays <u>(Excluding Holidays)</u> Per Hour 6:00-10:00 P.M. (2 hr. minimum if there is a break in service of 1 hr. or more.)	Labor Rate for Saturday, Sundays <u>and Holidays</u> (Minimum 2 Hrs.)	
	<u>Rate</u>	<u>Minimum</u>	Each <u>Add Hour</u>
Labor allowance for fireman during heating season (Oct. 16 to May 15)	\$19.85/hr.	\$102.66	\$29.33/hr.
Cleaner (May 16 to Oct. 15)	\$17.54/hr.	\$90.75	\$25.93/hr.
Athletic Field Service	\$18.43/hr.	\$69.11	\$27.65/hr.
<u>ADDITIONAL ALLOWANCE FOR SPACE</u>	<u>SPACE RATES WEEKDAYS (EXCLUDING HOLIDAYS)</u>	<u>SPACE RATES SATURDAY, SUNDAY AND HOLIDAYS</u>	
Classroom and Teachers' Rooms each	\$2.92	\$4.32	
Special Rooms - (All rooms other than classrooms or teachers' rooms or items of space not listed herein)	\$5.85	\$8.64	
Auditoriums (Elementary and Junior High School Buildings)	\$30.41	\$44.94	
Auditoriums (High School Buildings)	\$45.62	\$67.42	
Gymnasiums	\$30.41	\$44.94	
Use of Bleachers in School Gymnasiums	\$30.41	\$44.94	

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SCHEDULE LVII (B)

4/24/2006

<u>ADDITIONAL ALLOWANCE FOR SPACE</u>	<u>SPACE RATES WEEKDAYS (EXCLUDING HOLIDAYS)</u>	<u>SPACE RATES SATURDAY, SUNDAY AND HOLIDAYS</u>
Cafeteria or Lunchroom/ Playroom/ Gymnasium	\$30.41	\$44.94
Furniture Movement return within the cafeteria, lunchroom, etc. (Unit equivalent of 1 table and 6 chairs)	\$1.37	\$2.03
Locker Rooms (equivalent to 4 or more CR units)	\$16.38	\$24.20
Locker Rooms (equivalent To 1 to 3 CR units)	\$8.77	\$12.96
Baths (5 shower heads or more)	\$30.41	\$44.94
Bath (less than 5 shower heads)	\$14.91	\$22.04
Swimming Pools	\$60.82	\$89.89

Space used continuously, as above, to be paid for to the Custodian but once.

Where special services are required by an organization, such as removal or receipt of equipment, arrangement of stages or other properties, setting up tables and chairs, operating stage lighting or other stage properties, an additional fee for such services shall be paid commensurate with the rates of pay for employees required to provide such services.

The Custodian shall append a statement to the "Application for the Use of School Buildings" setting forth the required services and the fees therefore. This amount shall be added to the normal fees and transmitted to the Board of Education with the "Application for Use of School Buildings."

For use of buildings on Sundays by youth organizations, the full rates under this Schedule shall apply.

For Saturday mornings (between the hours of 9:00 A.M. and 12:00 P.M.) use by youth and parent organizations will be charged a fee of \$27.49 for the first classroom.

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SCHEDULE LVII (B)

4/24/2006

ADDITIONAL PROVISIONS CONCERNING EXTRA ACTIVITY PAYMENT ALLOWANCES

Labor Allowances - (Including Toilets Attached to Play-yards) When a building is used weekday evenings (excluding holidays) during July and August evening space rates shall apply after 5:00 P.M. For the use of buildings on Saturdays, Sundays and holidays, the labor and space fees for such days shall apply.

Any increases in the hourly wage rate granted cleaners, exclusive of payments to pension and welfare funds, on or after July 1, 1990 shall be applied to the space rate in proportion to the time allowed for each unit. The additional allowance for firemen during the heating season shall be increased by an amount equal to the hourly wage increase granted to the fireman, exclusive of payments to pension and welfare funds, for the number of hours of service established for each session.

SUMMER VACATION ACTIVITIES

RATE

\$43.80

For use of buildings for summer vacation activities (during the months of July and August) from 9:00 A.M. to 5:00 P.M. daily except Saturdays, Sundays and holidays there shall be a payment equivalent to the space fees charged for 15 classrooms, for required cleaning services each day the building is utilized. No deductions shall be made for a lesser use of space. For space used in excess of 15 classrooms, the evening space rates shall apply.

RAINY DAY CAMPS

For "Rainy day Camps" the space rates shall be double the evening space rates. Where such "Rainy Day Camps" use of space falls within the basically allowed equivalent of 15 classrooms, the space rates shall be the normal rates. "Rainy Day Camps" shall be limited to a maximum use of 10 classrooms.

SUMMER DAY CAMPS

RATE

\$119.08

"Summer Day Camps" in addition to the fees charged for space used as listed herein shall pay an additional fee for major use of showers and swimming pools. (Allowance Per Day (6 Hrs. Fireman))

SUMMER USE OF CAFETERIA/LUNCHROOMS FOR SERVING LUNCHES

The following amounts will be allowed for moving chairs and/or benches immediately after the final lunch period each day in order to enable the custodial force to perform all the Custodians' required duties and to scrub the entire floor area of the cafeteria/lunchroom area once each week, and to spot mop spillages daily during the lunch periods:

Elementary Schools	\$438.60/week
Junior High, Intermediate and High School Annexes	\$579.00/week
High School	\$701.80/week

SCHEDULE LVII (B)

4/24/2006

OTHER VACATION SERVICE

For such weekdays when schools are closed before and after Christmas and Easter, the fee is \$43.80. This includes the use of 15 classrooms or the equivalent. No deductions shall be made for a lesser use of space. For space used in excess of 15 classrooms, the evening space rates shall apply. In addition, labor fees at the basic rate of wages for firemen times the hours the buildings are occupied shall be charged.

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APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2007
FLOOR AREA SCHEDULE

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
1	75,102.04	54	140,089.87	107	207,021.43
2	76,316.81	55	142,401.07	108	207,970.35
3	77,534.44	56	144,269.39	109	208,919.28
4	78,749.21	57	146,137.70	110	209,868.20
5	79,966.84	58	148,006.02	111	211,297.35
6	81,184.48	59	150,318.36	112	212,297.96
7	82,402.11	60	152,186.68	113	213,298.57
8	83,619.75	61	154,043.52	114	214,299.17
9	84,837.38	62	155,900.35	115	215,722.07
10	86,055.02	63	158,355.81	116	216,722.67
11	87,272.66	64	160,212.64	117	217,723.28
12	88,490.29	65	162,069.48	118	218,747.89
13	89,707.93	66	163,988.93	119	220,199.81
14	90,925.56	67	165,430.80	120	221,228.42
15	92,143.20	68	166,434.08	121	222,198.60
16	93,355.09	69	167,434.49	122	223,168.78
17	94,566.98	70	168,437.77	123	224,560.87
18	95,778.88	71	169,882.16	124	225,532.05
19	96,990.77	72	170,876.83	125	226,502.22
20	98,202.66	73	171,900.20	126	227,472.40
21	99,426.04	74	172,909.23	127	228,811.98
22	100,649.42	75	174,464.31	128	229,782.16
23	101,844.08	76	175,464.71	129	230,753.34
24	103,038.75	77	176,465.12	130	231,723.52
25	104,233.41	78	177,465.53	131	233,203.53
26	105,462.53	79	179,107.77	132	234,387.19
27	106,691.65	80	180,108.17	133	235,331.52
28	107,920.77	81	181,114.32	134	236,279.73
29	109,149.89	82	182,120.47	135	237,522.42
30	111,037.42	83	183,755.62	136	238,470.63
31	112,249.32	84	184,761.77	137	239,414.97
32	113,461.21	85	185,767.92	138	240,363.18
33	114,673.10	86	186,762.59	139	241,589.79
34	115,884.99	87	188,179.02	140	242,538.00
35	117,542.44	88	189,173.69	141	243,534.03
36	118,754.33	89	190,197.07	142	244,531.05
37	119,966.22	90	191,220.44	143	245,838.87
38	121,178.12	91	192,686.22	144	246,835.89
39	122,831.93	92	193,729.70	145	247,831.91
40	124,043.82	93	194,773.18	146	248,828.93
41	125,267.20	94	195,816.65	147	250,123.28
42	126,490.58	95	197,287.11	148	251,120.30
43	128,158.48	96	198,330.59	149	252,116.33
44	129,381.86	97	199,374.07	150	253,113.35
45	131,396.95	98	200,417.54	151	254,392.37
46	133,465.27	99	201,882.26	152	255,374.04
47	135,977.57	100	202,925.74	153	256,356.70
48	138,045.89	101	200,481.71	154	257,338.37
49	140,114.21	102	201,430.63	155	258,172.02
50	142,182.53	103	202,803.95	156	257,898.92
51	134,491.20	104	203,752.88	157	257,629.69
52	136,357.42	105	204,701.80	158	257,356.59
53	138,223.65	106	205,650.72	159	257,379.71

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2007
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
160	269,878.45	213	330,654.68	266	401,724.74
161	271,733.72	214	331,593.70	267	403,057.51
162	273,587.99	215	332,521.72	268	404,076.93
163	275,741.62	216	333,449.75	269	405,096.35
164	277,596.89	217	334,580.75	270	406,140.64
165	279,451.17	218	335,518.77	271	407,048.07
166	281,305.44	219	336,457.79	272	408,214.50
167	283,451.93	220	337,396.81	273	409,121.94
168	285,311.20	221	338,335.83	274	410,029.37
169	287,165.47	222	339,444.82	275	410,936.81
170	289,020.74	223	340,383.85	276	411,844.25
171	291,170.18	224	341,322.87	277	413,047.82
172	293,018.71	225	342,261.89	278	413,955.26
173	294,870.11	226	343,200.91	279	414,862.70
174	296,719.64	227	344,308.68	280	415,770.14
175	298,866.52	228	345,247.70	281	416,698.41
176	300,718.92	229	346,186.72	282	417,467.69
177	301,729.30	230	347,125.74	283	418,403.84
178	302,739.68	231	348,078.12	284	419,337.12
179	304,856.82	232	349,200.36	285	420,270.40
180	305,868.19	233	350,153.74	286	421,206.55
181	306,867.09	234	351,107.12	287	422,816.13
182	307,869.85	235	352,060.49	288	424,598.27
183	309,168.38	236	353,013.87	289	426,372.84
184	310,168.28	237	354,140.34	290	428,154.98
185	311,170.04	238	355,093.72	291	429,969.48
186	312,171.80	239	356,046.10	292	431,916.98
187	313,447.84	240	356,999.47	293	433,731.48
188	314,433.12	241	357,881.07	294	435,544.98
189	315,418.40	242	358,948.72	295	437,359.48
190	316,406.55	243	358,610.01	296	439,173.98
191	317,397.57	244	358,271.30	297	441,121.48
192	318,684.83	245	357,932.59	298	442,935.98
193	319,675.85	246	357,593.87	299	444,750.48
194	320,666.87	247	358,748.41	300	445,968.97
195	321,657.89	248	358,409.70	301	447,740.40
196	322,648.92	249	358,070.98	302	449,650.71
197	323,935.17	250	374,463.22	303	451,425.01
198	324,926.19	251	376,207.28	304	453,195.44
199	325,960.28	252	378,249.71	305	454,969.74
200	326,994.37	253	379,993.77	306	456,744.04
201	318,026.46	254	381,737.83	307	458,504.95
202	319,896.10	255	383,481.88	308	460,265.87
203	320,846.61	256	385,225.94	309	461,254.67
204	321,797.12	257	387,267.80	310	462,243.48
205	322,747.62	258	389,011.86	311	463,166.24
206	323,698.13	259	390,755.92	312	464,089.01
207	324,818.49	260	392,499.98	313	465,011.77
208	325,768.99	261	394,221.07	314	465,934.53
209	326,719.50	262	396,240.85	315	466,857.30
210	327,670.01	263	397,961.94	316	467,780.06
211	328,608.03	264	399,685.90	317	468,702.83
212	329,715.66	265	400,705.32	318	469,625.59

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**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2007
FLOOR AREA SCHEDULE**

AREA	TOTAL	AREA	TOTAL	AREA	TOTAL
319	470,548.35	372	519,314.15	425	575,509.90
320	471,471.12	373	520,208.20	426	576,722.77
321	472,379.52	374	521,105.13	427	577,923.37
322	473,287.93	375	522,025.02	428	579,136.24
323	474,196.34	376	522,947.78	429	580,339.72
324	475,104.75	377	523,870.55	430	581,552.59
325	476,013.15	378	524,790.44	431	582,753.20
326	476,921.56	379	525,713.20	432	583,966.07
327	477,829.97	380	526,635.97	433	585,178.94
328	478,738.38	381	527,564.47	434	586,379.54
329	479,646.78	382	528,492.98	435	587,592.41
330	480,555.19	383	529,421.49	436	588,795.89
331	481,462.11	384	530,349.99	437	590,008.76
332	482,349.04	385	531,278.50	438	591,209.37
333	483,245.96	386	532,207.01	439	592,422.24
334	484,142.88	387	533,135.51	440	593,625.72
335	485,039.80	388	534,064.02	441	594,838.59
336	485,936.73	389	534,992.53	442	596,039.19
337	486,833.65	390	535,921.03	443	597,252.06
338	487,730.57	391	536,866.77	444	598,464.93
339	488,627.49	392	537,812.50	445	599,665.54
340	489,524.41	393	538,758.24	446	600,878.41
341	490,470.15	394	539,703.97	447	602,081.89
342	491,415.88	395	540,649.71	448	603,294.76
343	492,361.62	396	541,595.44	449	604,495.36
344	493,307.35	397	542,526.82	450	605,708.23
345	494,253.09	398	543,458.20	451	606,911.71
346	495,198.82	399	544,389.57	452	608,124.58
347	496,144.56	400	545,320.95	453	609,334.58
348	497,090.29	401	546,252.33	454	610,538.06
349	498,036.02	402	547,183.71	455	611,750.93
350	498,981.76	403	548,115.09	456	612,954.41
351	499,927.49	404	549,046.47	457	614,164.40
352	500,873.22	405	550,000.00	458	615,367.88
353	501,818.95	406	551,000.00	459	616,580.75
354	502,764.68	407	552,000.00	460	617,781.36
355	503,710.41	408	553,000.00	461	618,994.23
356	504,656.14	409	554,000.00	462	620,197.71
357	505,601.87	410	555,000.00	463	621,410.58
358	506,547.60	411	556,000.00	464	622,620.57
359	507,493.33	412	557,000.00	465	623,824.05
360	508,439.06	413	558,000.00	466	625,036.92
361	509,384.79	414	559,000.00	467	626,240.40
362	510,330.52	415	560,000.00	468	627,450.40
363	511,276.25	416	561,000.00	469	628,653.88
364	512,221.98	417	562,000.00	470	629,866.75
365	513,167.71	418	563,000.00	471	631,070.22
366	514,113.44	419	564,000.00	472	632,280.22
367	515,059.17	420	565,000.00	473	633,483.70
368	516,004.90	421	566,000.00	474	634,696.57
369	516,950.63	422	567,000.00	475	635,906.57
370	517,896.36	423	568,000.00	476	637,110.05
371	518,842.09	424	569,000.00	477	638,322.91

**APPENDIX A
SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2007
FLOOR AREA SCHEDULE**

478	639,526.39	531	703,540.02	584	767,556.52
479	640,736.39	532	704,752.89	585	768,769.38
480	641,939.87	533	705,956.37	586	769,972.86
481	643,152.74	534	707,169.24	587	771,182.86
482	644,356.22	535	708,369.84	588	772,386.34
483	645,566.22	536	709,582.71	589	773,599.21
484	646,769.70	537	710,786.19	590	774,802.69
485	647,982.56	538	711,999.06	591	776,012.69
486	649,192.56	539	713,199.67	592	777,216.17
487	650,396.04	540	714,412.54	593	778,429.03
488	651,608.91	541	715,625.41	594	779,641.90
489	652,812.39	542	716,826.01	595	779,309.90
490	654,022.39	543	718,038.88	596	778,977.90
491	655,225.87	544	719,242.36	597	778,645.90
492	656,438.73	545	720,455.23	598	778,313.90
493	657,642.21	546	721,655.84	599	777,981.90
494	658,852.21	547	722,868.71	600	777,649.90
495	660,055.69	548	724,072.19		
496	661,268.56	549	725,285.06		
497	662,481.43	550	726,495.05		
498	663,682.04	551	727,698.53		
499	664,894.90	552	728,911.40		
500	666,098.38	553	730,114.88		
501	667,308.38	554	731,324.88		
502	668,511.86	555	732,528.36		
503	669,724.73	556	733,741.23		
504	670,928.21	557	734,941.83		
505	672,138.21	558	736,154.70		
506	673,341.69	559	737,358.18		
507	674,554.55	560	738,571.05		
508	675,767.42	561	739,781.05		
509	676,968.03	562	740,984.53		
510	678,180.90	563	742,197.39		
511	679,384.38	564	743,400.87		
512	680,597.25	565	744,610.87		
513	681,797.85	566	745,814.35		
514	683,010.72	567	747,027.22		
515	684,214.20	568	748,230.70		
516	685,424.20	569	749,440.70		
517	686,627.68	570	750,644.18		
518	687,840.55	571	751,857.04		
519	689,053.42	572	753,067.04		
520	690,254.02	573	754,270.52		
521	691,466.89	574	755,483.39		
522	692,670.37	575	756,686.87		
523	693,883.24	576	757,896.87		
524	695,083.85	577	759,100.35		
525	696,296.72	578	760,313.21		
526	697,500.20	579	761,516.69		
527	698,713.07	580	762,726.69		
528	699,913.67	581	763,930.17		
529	701,126.54	582	765,143.04		
530	702,339.41	583	766,353.04		

SCHEDULE LVII (A)
SCHEDULE OF CUSTODIAL ALLOWANCES FOR DAY SCHOOL EFFECTIVE APRIL 24, 2007

PAVED AREA SCHEDULE

AREA IN M	TOTAL
1	630.79
2	1,261.57
3	1,892.36
4	2,523.15
5	3,153.93
6	3,643.61
7	4,121.01
8	4,563.03
9	4,969.16
10	5,338.36
11	5,762.95
12	6,167.82
13	6,508.54
14	6,914.09
15	7,258.99
16	7,634.22
17	7,995.87
18	8,348.60
19	8,683.33
20	9,002.31
21	9,322.93
22	9,611.71
23	9,898.32
24	10,145.90
25	10,439.10
26	10,734.31
27	11,034.13
28	11,333.15
29	11,601.44
30	11,884.01
31	12,182.89
32	12,467.18
33	12,744.69
34	13,015.40
35	13,288.40
36	13,574.21
37	13,864.01
38	14,139.65
39	14,409.64
40	14,674.83
41	14,977.39
42	15,276.81
43	15,561.93
44	15,866.24
45	16,144.57
46	16,421.23
47	16,702.45
48	16,982.53
49	17,246.75
50	17,507.31
51-100	266.78
101-120	221.05
121-OVER	200.15

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SCHEDULE LVII (A)
4/24/2007

OUTSIDE STEAM SCHEDULE

Deduction for Outside steam

A deduction of 15% is made from the basic floor allowance for buildings served with outside steam.

OIL BURNER DEDUCTIONS

No deductions shall be made for buildings of 50 M square feet or less in area.

<u>Floor Area</u> <u>M Square Feet</u>	<u>% Deduction</u>	<u>Floor Area</u> <u>M Square Feet</u>	<u>% Deduction</u>
51 - 52	0.1	111 - 112	4.1
53	0.2	113	4.2
54 - 55	0.3	114 - 115	4.3
56	0.4	116	4.4
57 - 58	0.5	117 - 118	4.5
59	0.6	119	4.6
60 - 61	0.7	120 - 121	4.7
62	0.8	122	4.8
63 - 64	0.9	123 - 124	4.9
65	1.0	125	5.0
66 - 67	1.1	126 - 127	5.1
68	1.2	128	5.2
69 - 70	1.3	129 - 130	5.3
71	1.4	131	5.4
72 - 73	1.5	132 - 133	5.5
74	1.6	134	5.6
75 - 76	1.7	135 - 136	5.7
77	1.8	137	5.8
78 - 79	1.9	138 - 139	5.9
80	2.0	140	6.0
81 - 82	2.1	141 - 142	6.1
83	2.2	143	6.2
84 - 85	2.3	144 - 145	6.3
86	2.4	146	6.4
87 - 88	2.5	147 - 148	6.5
89	2.6	149	6.6
90 - 91	2.7	150 - 151	6.7
92	2.8	152	6.8
93 - 94	2.9	153 - 154	6.9
95	3.0	155	7.0
96 - 97	3.1	156 - 157	7.1
98	3.2	158	7.2
99 - 100	3.3	159 - 160	7.3
101	3.4	161	7.4
102 - 103	3.5	162 - 163	7.5
104	3.6	164	7.6
105 - 106	3.7	165 - 166	7.7
107	3.8	167	7.8
108 - 109	3.9	168 - 169	7.9
110	4.0	170	8.0

f. ALL OVER 170 M SQUARE FEET USE 8% DEDUCTION

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SCHEDULE LVII (A)
4/24/2007

HIGH PRESSURE BOILERS

4% of the basic floor allowance on coal plants or 4% of the basic floor area allowance as reduced for oil plants is added for high pressure boilers.

HIGH SCHOOLS

12% of the basic floor area allowance or the allowance as adjusted for oil or steam is added to the allowance for senior high schools.

JUNIOR HIGH SCHOOLS AND SENIOR HIGH SCHOOL ANNEXES

6% of the basic floor allowance or the allowance as adjusted for oil or steam is added to the allowance for junior high schools and for senior high school annexes.

ELEVATOR ALLOWANCE

\$5,957.04/Unit

ELEVATOR ALLOWANCE (MECHANICAL SERVICE CONTRACT)

\$3,310.45/Unit

ESCALATOR ALLOWANCE (MECHANICAL SERVICE CONTRACT)

\$8,368.52/Unit (\$3,678.12/Unit)

UNIVENT ALLOWANCE

\$101.70/Unit

SWIMMING POOL ALLOWANCE

\$20,876.55

PREMIUM

\$4,506.18

VACATIONS

Where employees are entitled to more than 15 work days vacation the Board of Education will reimburse the Custodian for the difference between 15 and 25 work days in accordance with need as reported by Custodians. In addition, effective July 1, 1971 each employee is granted one additional day's vacation which may be taken for vacation or personal business at any time during the year upon prior notice to the School Custodian/School Custodian Engineer. The Board of Education will reimburse the Custodian for this additional day upon submission of a report of need by the Custodian.

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SCHEDULE LVII (A)

4/24/2007

DEATH IN IMMEDIATE FAMILY

Employees of School Custodians/School Custodian Engineers shall be permitted absence with pay not to exceed four (4) working days in the case of death in the immediate family. The term "immediate family" includes a parent, sister, brother, spouse, child, mother-in-law and father-in-law. Reimbursement at straight time in accordance with need as submitted in report by Custodian.

SICK LEAVE

Effective July 1, 1984 employees earn sick leave at the rate of 10 days per year and cumulative to a maximum of 100 days. Reimbursement at straight time in accordance with need as submitted in report by Custodian. During the first year of employment sick leave shall be earned at the rate of one (1) day per month service up to an annual maximum of 10. After one year, sick leave shall be earned at rate of two (2) days per month service up to a maximum of 10.

OVERTIME

At time and one half beyond a 40 hour week for all employees and for these and other employees for day school needs on Saturdays, Sundays, and holidays not otherwise compensated for in the schedule, in accordance with need by reports submitted by Custodians. This includes emergency snow removals, cleaning up after floods and fires and securing buildings after storms or vandalism.

WATCHMAN

Necessary work for day school operation for authorized watchman at half time rate in schools or administrative buildings when such employment has been customary over the years in accordance with needs as reported by Custodians. Watchman premium pay for Saturdays, Sundays, holidays for one (1) shift is \$7,966.88.

WORKER'S COMPENSATION

5.04 percent for Worker's Compensation on allowance for custodial employees.

UNUSED SPACE DEDUCTIONS

\$1,111.39 Per M Square Feet

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SCHEDULE LVII (A)

4/24/2007

CAFETERIA/LUNCHROOM ALLOWANCE

For moving chairs and/or benches immediately after the final lunch period each day in order to enable the custodial force to perform all the Custodian's required duties and to scrub the entire floor area of the cafeteria/lunchroom area once each week and to spot mop spillages daily during the lunch periods.

Elementary Schools	\$18,030.00
Junior High, Intermediate and High School Annexes	\$23,799.60
High Schools	\$28,848.00

AUXILIARY KINDERGARTEN LUNCHROOMS

The Board shall provide an allocation of 225 hours (at the cleaner rate) for the first auxiliary kindergarten-lunchroom in a given school and 200 hours (at the cleaner rate) for each additional auxiliary kindergarten-lunchroom in the same school. Payment for all other non-kindergarten lunchrooms and other established food eating areas shall be determined by a proration of the usual cafeteria/lunchroom allowance, using the square footage of each area being used as an auxiliary lunchroom and the construction standard of 3,000 square feet. For auxiliary lunchrooms in excess of 3,000 feet the full cafeteria/lunchroom allowance as provided in the collective bargaining agreement will be paid. All newly created kindergarten classrooms shall receive the increased service normally required for rooms devoted to such purpose.

SUPPER FEEDING

Effective April 1, 1986, in elementary schools in which a formal supper feeding program is instituted between the hours of 3:00 p.m. and 6:00 p.m., the Board of Education shall adjust the day school schedule to reflect the following:

i) In programs in which there are up to and including 100 registrants, there shall be an additional 1 hour to be paid at one and one half times the cleaner's rate (i.e. premium time) per day for each day that the program is in operation.

ii) In programs in which there are 101-250 registrants there shall be an additional one and one half hours to be paid at one and one half times the handyman's rate (i.e. premium time) per day for each day that the program is in operation.

The parties agree that the number of registrants is to be ascertained on the last school day of September, December and March of each school year. The Board of Education shall accordingly provide Local 891 with the number of registrants in accordance with the registration procedures used to enroll the children in the aforesaid program. If the registration rolls reflect a change in the number of registrants, which affects the payment schedule referred to above, the Board of Education agrees to make the necessary monetary changes in accordance with paragraph 1 and advise Local 891 in writing.

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SCHEDULE LVII (A)

4/24/2007

The foregoing shall apply only to regular school days during the school year from September 1 through June 30 during the hours from 3 p.m. to 6 p.m. It is not to be construed to affect other agreements between Local 891 and the Board of Education relating to other feeding programs.

SHIFT DIFFERENTIAL

Effective July 1, 1971 an employee shall receive a shift differential of 5% of the basic hourly rate for each hour worked between 6 pm and 8 am if the employee's daily work period has been regularly scheduled for at least 1 continuous month and such daily work period begins between 12 noon and 12 midnight. Such differential shall be retroactive to the starting date of the shift. Basic hourly rate excludes overtime. Shift differential shall not apply to any overtime hour for which the employee is paid at a premium rate. The shift differential shall apply to full time employees only. Reimbursement will be made in accordance with need as submitted in report by Custodian.

REGISTER PERCENTAGE

Where, as a continuous condition, 33 1/3% of the aggregate daily register for the month is in session before 8 am or after 3:30 pm or where the combined register before 8 am and after 3:30 pm, is 33 1/3% of the aggregate register, an allowance of 10% of the "amount" for the building surface shall be made on the basis of monthly certificates from the Bureau of Educational Program Research and Statistics. Such extra allowance to be paid as a special allowance and not as a part of the regular day school allowance, and to be exclusive of the months of July and August.

MAINTENANCE PAINTING ALLOWANCE

Effective July 1, 1988, the following shall be added to the custodial allowance for day school operation without adjustment in accordance with the following:

- Buildings up to 30,000 square feet - 11 hours handyman rate-per 1,000 square feet per year;
- Buildings over 30,000 square feet and up to 82,000 square feet - 10.7 hours handyman rate per 1,000 square feet per year;
- Buildings over 82,000 square feet and up to 100,000 square feet 10.6 hours handyman rate per 1,000 square feet per year;
- Buildings over 100,000 square feet and up to 124,000 square feet 10.2 hours handyman rate per 1,000 square feet per year;
- Buildings over 124,000 square feet and up to 175,000 square feet 9.2 hours handyman rate per 1,000 square feet per year.
- Buildings over 175,000 square feet - 8 hours handyman rate per 1,000 square feet per year.

**SCHEDULE LVII (B) OF FEES TO BE PAID FOR LABOR FOR DULY AUTHORIZED EXTRA ACTIVITIES
AND FOR USE OF SCHOOL BUILDINGS BY OUTSIDE ORGANIZATIONS APRIL 24, 2007**

Custodial Allowances for Extra Activity Services

Fees for contractors and shop mechanics shall not be paid when the building is otherwise open for extra activities.

After School Fees:

A) Effective November 1, 1994, the 3:00 p.m. to 6:00 p.m. weekday activity schedule for the calendar school year shall be modified as follows:

- | | |
|-------------------------------|-----------------------------|
| i) 0 to 60,000 square feet | 28 free units or equivalent |
| ii) 61,000 square feet and up | unlimited |

Space fees for the use of buildings from 3:00 P.M. to 6:00 P.M. shall be eliminated when the same spaces are used again at night.

B) Effective November 1, 1994, the 6:00 p.m. to 10:00 p.m. activity schedule for the calendar school year shall be:

- | | |
|---------------------------------|-----------------------------|
| i) 0 to 60,000 square feet | pay as you go |
| ii) 61 to 120,000 square feet | 28 free units or equivalent |
| iii) 121 to 200,000 square feet | 45 free units or equivalent |
| iv) 201 square feet and up | 60 free units or equivalent |

C) When schools are merged, each building will retain its own identity for all activity allowances and formulas.

D) The firepersons' rate for the use of school buildings between the hours of 6:00 p.m. and 10:00 p.m. weekdays for the school calendar year shall be modified such that the fireperson's rate shall be paid hour for hour during the heating and non-heating seasons.

09.00.5

SCHEDULE LVII (B)

4/24/2007

- E) The weekday labor and space rates shall apply beginning at 5:00 P.M. on weekdays, other than holidays, when school is not in session. There shall be no extra fees charged for any programs or activities held during the hours of 8:00 a.m. to 6:00 p.m. during Mid-Winter Recess (President's Week) and the Custodian will continue to perform regular cleaning services. President's Day and Lincoln's Birthday, if falling on a weekday, shall continue to be celebrated.
- J) Summer rates will be effective the day after teachers leave for summer recess and shall end the day teachers return.
- G) Fees for 8:00 A.M. to 9:00 A.M. openings for recognized summer feeding programs will be eliminated.
- H) In schools with a recognized breakfast program operated between 7:30 A.M. and 8:30 A.M., September 1st through June 30th, on regular school days, payment shall be eliminated.
- D) Labor and space fees for extra activities will be paid in accordance with the attached schedules. Activity rates will be adjusted to reflect all wage increases granted to Locals 74/94 through collective bargaining. Activity rates will also be adjusted to reflect any increases in the Workers' Compensation rate.

**SCHEDULE LVII (B) OF FEES TO BE PAID FOR LABOR FOR DULY AUTHORIZED EXTRA
ACTIVITIES AND FOR USE OF SCHOOL BUILDINGS BY OUTSIDE ORGANIZATIONS**

EFFECTIVE APRIL 24, 2007

	<u>Labor Rate Per Hour Weekdays (Excluding Holidays)</u> Per Hour 6:00-10:00 P.M. (2 hr. minimum if there is a break in service of 1 hr. or more.)	<u>Labor Rate for Saturday, Sundays and Holidays</u> (Minimum 2 Hrs.)	
	<u>Rate</u>	<u>Minimum</u>	<u>Each Add Hour</u>
Labor allowance for fireman during heating season (Oct. 16 to May 15)	\$20.34/hr.	\$105.09	\$30.03/hr.
Cleaner (May 16 to Oct. 15)	\$18.03/hr.	\$93.15	\$26.62/hr.
Athletic Field Service	\$18.43/hr.	\$69.11	\$27.65/hr.
<u>ADDITIONAL ALLOWANCE FOR SPACE</u>	<u>SPACE RATES WEEKDAYS (EXCLUDING HOLIDAYS)</u>	<u>SPACE RATES SATURDAY, SUNDAY AND HOLIDAYS</u>	
Classroom and Teachers' Rooms each	\$3.01	\$4.44	
Special Rooms - (All rooms other than classrooms or teachers' rooms or items of space not listed herein)	\$6.01	\$8.87	
Auditoriums (Elementary and Junior High School Buildings)	\$31.25	\$46.13	
Auditoriums (High School Buildings)	\$46.88	\$69.20	
Gymnasiums	\$31.25	\$46.13	
Use of Bleachers in School Gymnasiums	\$31.25	\$46.13	

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SCHEDULE LVII (B)

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<u>ADDITIONAL ALLOWANCE FOR SPACE</u>	<u>SPACE RATES WEEKDAYS (EXCLUDING HOLIDAYS)</u>	<u>SPACE RATES SATURDAY, SUNDAY AND HOLIDAYS</u>
Cafeteria or Lunchroom/ Playroom/ Gymnasium	\$31.25	\$46.13
Furniture Movement return within the cafeteria, lunchroom, etc. (Unit equivalent of 1 table and 6 chairs)	\$1.41	\$2.08
Locker Rooms (equivalent to 4 or more CR units)	\$16.83	\$24.84
Locker Rooms (equivalent To 1 to 3 CR units)	\$9.02	\$13.31
Baths (5 shower heads or more)	\$31.25	\$46.13
Bath (less than 5 shower heads)	\$15.33	\$22.62
Swimming Pools	\$62.50	\$92.27

Space used continuously, as above, to be paid for to the Custodian but once.

Where special services are required by an organization, such as removal or receipt of equipment, arrangement of stages or other areas, setting up tables and chairs, operating stage lighting or other stage properties, an additional fee for such services shall be paid, commensurate with the rates of pay for employees required to provide such services.

The Custodian shall append a statement to the "Application for the Use of School Buildings" setting forth the required services and the fees therefore. This amount shall be added to the normal fees and transmitted to the Board of Education with the "Application for Use of School Buildings."

For use of buildings on Sundays by youth organizations, the full rates under this Schedule shall apply.

For Saturday mornings (between the hours of 9:00 A.M. and 12:00 P.M.) use by youth and parent organizations will be charged a fee of \$28.25 for the first classroom.

SCHEDULE LVII (B)
4/24/2007

ADDITIONAL PROVISIONS CONCERNING EXTRA ACTIVITY PAYMENT ALLOWANCES

Labor Allowances - (Including Toilets Attached to Play-yards) When a building is used weekday evenings (excluding holidays) during July and August evening space rates shall apply after 5:00 P.M. For the use of buildings on Saturdays, Sundays and holidays, the labor and space fees for such days shall apply.

Any increases in the hourly wage rate granted cleaners, exclusive of payments to pension and welfare funds, on or after July 1, 1990 shall be applied to the space rate in proportion to the time allowed for each unit. The additional allowance for firemen during the heating season shall be increased by an amount equal to the hourly wage increase granted to the fireman, exclusive of payments to pension and welfare funds, for the number of hours of service established for each session.

SUMMER VACATION ACTIVITIES

RATE
\$45.15

For use of buildings for summer vacation activities (during the months of July and August) from 9:00 A.M. to 5:00 P.M. daily except Saturdays, Sundays and holidays there shall be a payment equivalent to the space fees charged for 15 classrooms, for required cleaning services each day the building is utilized. No deductions shall be made for a lesser use of space. For space used in excess of 15 classrooms, the evening space rates shall apply.

RAINY DAY CAMPS

For "Rainy day Camps" the space rates shall be double the evening space rates. Where such "Rainy Day Camps" use of space falls within the basically allowed equivalent of 15 classrooms, the space rates shall be the normal rates. "Rainy Day Camps" shall be limited to a maximum use of 10 classrooms.

SUMMER DAY CAMPS

RATE
\$122.04

"Summer Day Camps" in addition to the fees charged for space used as listed herein shall pay an additional fee for major use of showers and swimming pools. (Allowance Per Day (6 Hrs. Fireman))

SUMMER USE OF CAFETERIA/LUNCHROOMS FOR SERVING LUNCHES

The following amounts will be allowed for moving chairs and/or benches immediately after the final lunch period each day in order to enable the custodial force to perform all the Custodians' required duties and to scrub the entire floor area of the cafeteria/lunchroom area once each week, and to spot mop spillages daily during the lunch periods:

Elementary Schools	\$450.75/week
Junior High, Intermediate and High School Annexes	\$595.00/week
High School	\$721.20/week

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SCHEDULE LVII (B)

4/24/2007

OTHER VACATION SERVICE

For such weekdays when schools are closed before and after Christmas and Easter, the fee is \$45.15. This includes the use of 15 classrooms or the equivalent. No deductions shall be made for a lesser use of space. For space used in excess of 15 classrooms, the evening space rates shall apply. In addition, labor fees at the basic rate of wages for firemen times the hours the buildings are occupied shall be charged.

APPENDIX "B"

CUSTODIAL FACTOR

09005

APPENDIX "B"

CUSTODIAL FACTOR

Area M Sq Ft	4/24/2002	4/24/2003	4/24/2004	4/24/2005	4/24/2006	4/24/2007
1	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
2	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
3	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
4	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
5	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
6	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
7	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
8	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
9	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
10	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
11	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
12	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
13	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
14	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
15	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
16	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
17	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
18	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
19	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
20	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
21	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
22	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
23	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
24	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
25	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
26	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
27	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
28	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
29	63,354.00	65,425.56	66,233.52	68,499.36	69,983.31	73,767.38
30	63,918.79	66,008.97	66,824.20	69,110.41	70,607.70	74,425.79
31	63,918.79	66,008.97	66,824.20	69,110.41	70,607.70	74,425.79
32	63,918.79	66,008.97	66,824.20	69,110.41	70,607.70	74,425.79
33	63,918.79	66,008.97	66,824.20	69,110.41	70,607.70	74,425.79
34	63,918.79	66,008.97	66,824.20	69,110.41	70,607.70	74,425.79
35	64,298.74	66,401.97	67,222.29	69,522.78	71,029.42	74,871.34
36	64,298.74	66,401.97	67,222.29	69,522.78	71,029.42	74,871.34
37	64,298.74	66,401.97	67,222.29	69,522.78	71,029.42	74,871.34
38	64,298.74	66,401.97	67,222.29	69,522.78	71,029.42	74,871.34
39	64,675.67	66,791.83	67,617.19	69,931.82	71,447.72	75,313.26
40	64,675.67	66,791.83	67,617.19	69,931.82	71,447.72	75,313.26
41	64,675.67	66,791.83	67,617.19	69,931.82	71,447.72	75,313.26
42	64,675.67	66,791.83	67,617.19	69,931.82	71,447.72	75,313.26
43	65,054.62	67,183.83	68,014.28	70,343.18	71,868.42	75,757.79
44	65,054.62	67,183.83	68,014.28	70,343.18	71,868.42	75,757.79
45	65,054.62	67,183.83	68,014.28	70,343.18	71,868.42	75,757.79
46	65,054.62	67,183.83	68,014.28	70,343.18	71,868.42	75,757.79
47	65,433.21	67,575.43	68,410.95	70,754.08	72,288.64	76,201.77
48	65,433.21	67,575.43	68,410.95	70,754.08	72,288.64	76,201.77
49	65,433.21	67,575.43	68,410.95	70,754.08	72,288.64	76,201.77
50	65,433.21	67,575.43	68,410.95	70,754.08	72,288.64	76,201.77
51	65,810.48	67,965.66	68,806.24	71,163.55	72,707.40	76,644.22
52	65,810.48	67,965.66	68,806.24	71,163.55	72,707.40	76,644.22

09005

APPENDIX "B"

CUSTODIAL FACTOR

Area M Sq Ft	4/24/2002	4/24/2003	4/24/2004	4/24/2005	4/24/2006	4/24/2007
53	65,810.48	67,965.66	68,806.24	71,163.55	72,707.40	76,644.22
54	65,810.48	67,965.66	68,806.24	71,163.55	72,707.40	76,644.22
55	66,190.06	68,358.25	69,203.90	71,575.44	73,128.61	77,089.19
56	66,190.06	68,358.25	69,203.90	71,575.44	73,128.61	77,089.19
57	66,190.06	68,358.25	69,203.90	71,575.44	73,128.61	77,089.19
58	66,190.06	68,358.25	69,203.90	71,575.44	73,128.61	77,089.19
59	66,568.68	68,749.88	69,600.61	71,986.38	73,548.87	77,533.21
60	66,568.68	68,749.88	69,600.61	71,986.38	73,548.87	77,533.21
61	66,568.68	68,749.88	69,600.61	71,986.38	73,548.87	77,533.21
62	66,568.68	68,749.88	69,600.61	71,986.38	73,548.87	77,533.21
63	67,070.64	69,271.07	70,129.30	72,536.10	74,112.36	78,131.83
64	67,070.64	69,271.07	70,129.30	72,536.10	74,112.36	78,131.83
65	67,070.64	69,271.07	70,129.30	72,536.10	74,112.36	78,131.83
66	67,070.64	69,271.07	70,129.30	72,536.10	74,112.36	78,131.83
67	67,446.92	69,660.32	70,523.60	72,944.58	74,530.13	78,573.29
68	67,446.92	69,660.32	70,523.60	72,944.58	74,530.13	78,573.29
69	67,446.92	69,660.32	70,523.60	72,944.58	74,530.13	78,573.29
70	67,446.92	69,660.32	70,523.60	72,944.58	74,530.13	78,573.29
71	67,830.24	70,056.85	70,925.29	73,360.72	74,955.73	79,023.02
72	67,830.24	70,056.85	70,925.29	73,360.72	74,955.73	79,023.02
73	67,830.24	70,056.85	70,925.29	73,360.72	74,955.73	79,023.02
74	67,830.24	70,056.85	70,925.29	73,360.72	74,955.73	79,023.02
75	68,290.19	70,533.93	71,409.05	73,863.22	75,470.50	79,569.08
76	68,290.19	70,533.93	71,409.05	73,863.22	75,470.50	79,569.08
77	68,290.19	70,533.93	71,409.05	73,863.22	75,470.50	79,569.08
78	68,290.19	70,533.93	71,409.05	73,863.22	75,470.50	79,569.08
79	68,826.44	71,091.18	71,974.49	74,451.63	76,073.96	80,210.91
80	68,826.44	71,091.18	71,974.49	74,451.63	76,073.96	80,210.91
81	68,826.44	71,091.18	71,974.49	74,451.63	76,073.96	80,210.91
82	68,826.44	71,091.18	71,974.49	74,451.63	76,073.96	80,210.91
83	69,351.25	71,636.72	72,528.11	75,027.92	76,665.10	80,839.91
84	69,351.25	71,636.72	72,528.11	75,027.92	76,665.10	80,839.91
85	69,351.25	71,636.72	72,528.11	75,027.92	76,665.10	80,839.91
86	69,351.25	71,636.72	72,528.11	75,027.92	76,665.10	80,839.91
87	69,696.26	71,997.00	72,894.35	75,410.86	77,058.98	81,261.68
88	69,696.26	71,997.00	72,894.35	75,410.86	77,058.98	81,261.68
89	69,696.26	71,997.00	72,894.35	75,410.86	77,058.98	81,261.68
90	69,696.26	71,997.00	72,894.35	75,410.86	77,058.98	81,261.68
91	70,041.60	72,357.65	73,260.97	75,794.23	77,453.31	81,683.98
92	70,041.60	72,357.65	73,260.97	75,794.23	77,453.31	81,683.98
93	70,041.60	72,357.65	73,260.97	75,794.23	77,453.31	81,683.98
94	70,041.60	72,357.65	73,260.97	75,794.23	77,453.31	81,683.98
95	70,391.00	72,722.48	73,631.82	76,181.96	77,852.10	82,110.96
96	70,391.00	72,722.48	73,631.82	76,181.96	77,852.10	82,110.96
97	70,391.00	72,722.48	73,631.82	76,181.96	77,852.10	82,110.96
98	70,391.00	72,722.48	73,631.82	76,181.96	77,852.10	82,110.96
99	70,735.68	73,082.39	73,997.67	76,564.47	78,245.52	82,532.20
100	70,735.68	73,082.39	73,997.67	76,564.47	78,245.52	82,532.20
101	71,191.24	73,568.09	74,495.12	77,094.88	78,797.52	83,139.25
102	71,191.24	73,568.09	74,495.12	77,094.88	78,797.52	83,139.25
103	71,538.27	73,930.51	74,863.55	77,480.15	79,193.81	83,563.65
104	71,538.27	73,930.51	74,863.55	77,480.15	79,193.81	83,563.65
105	71,538.27	73,930.51	74,863.55	77,480.15	79,193.81	83,563.65

09.00.5

APPENDIX "B"

CUSTODIAL FACTOR

Area M Sq Ft	4/24/2002	4/24/2003	4/24/2004	4/24/2005	4/24/2006	4/24/2007
106	71,538.27	73,930.51	74,863.55	77,480.15	79,193.81	83,563.65
107	71,883.30	74,290.81	75,229.80	77,863.10	79,587.70	83,985.44
108	71,883.30	74,290.81	75,229.80	77,863.10	79,587.70	83,985.44
109	71,883.30	74,290.81	75,229.80	77,863.10	79,587.70	83,985.44
110	71,883.30	74,290.81	75,229.80	77,863.10	79,587.70	83,985.44
111	72,234.07	74,657.05	75,602.08	78,252.30	79,987.99	84,413.99
112	72,234.07	74,657.05	75,602.08	78,252.30	79,987.99	84,413.99
113	72,234.07	74,657.05	75,602.08	78,252.30	79,987.99	84,413.99
114	72,234.07	74,657.05	75,602.08	78,252.30	79,987.99	84,413.99
115	72,579.40	75,017.69	75,968.69	78,635.66	80,382.31	84,836.28
116	72,579.40	75,017.69	75,968.69	78,635.66	80,382.31	84,836.28
117	72,579.40	75,017.69	75,968.69	78,635.66	80,382.31	84,836.28
118	72,603.40	75,041.69	75,992.69	78,659.66	80,406.31	84,860.28
119	72,977.76	75,431.36	76,388.33	79,072.05	80,829.67	85,311.60
120	73,005.76	75,459.36	76,416.33	79,100.05	80,857.67	85,339.60
121	73,032.76	75,486.36	76,443.33	79,127.05	80,884.67	85,366.60
122	73,059.76	75,513.36	76,470.33	79,154.05	80,911.67	85,393.60
123	73,431.49	75,900.44	76,863.40	79,563.91	81,332.53	85,842.51
124	73,459.49	75,928.44	76,891.40	79,591.91	81,360.53	85,870.51
125	73,486.49	75,955.44	76,918.40	79,618.91	81,387.53	85,897.51
126	73,513.49	75,982.44	76,945.40	79,645.91	81,414.53	85,924.51
127	73,840.65	76,323.38	77,291.71	80,007.28	81,785.77	86,320.91
128	73,867.65	76,350.38	77,318.71	80,034.28	81,812.77	86,347.91
129	73,895.65	76,378.38	77,346.71	80,062.28	81,840.77	86,375.91
130	73,922.65	76,405.38	77,373.71	80,089.28	81,867.77	86,402.91
131	74,186.28	76,681.09	77,654.13	80,382.92	82,170.06	86,727.26
132	74,214.28	76,709.09	77,682.13	80,410.92	82,198.06	86,755.26
133	74,241.28	76,736.09	77,709.13	80,437.92	82,225.06	86,782.26
134	74,269.28	76,764.09	77,737.13	80,465.92	82,253.06	86,810.26
135	74,533.91	77,040.80	78,018.55	80,760.55	82,556.34	87,135.61
136	74,561.91	77,068.80	78,046.55	80,788.55	82,584.34	87,163.61
137	74,588.91	77,095.80	78,073.55	80,815.55	82,611.34	87,190.61
138	74,616.91	77,123.80	78,101.55	80,843.55	82,639.34	87,218.61
139	74,865.87	77,384.76	78,367.19	81,122.31	82,926.70	87,527.89
140	74,893.87	77,412.76	78,395.19	81,150.31	82,954.70	87,555.89
141	74,920.87	77,439.76	78,422.19	81,177.31	82,981.70	87,582.89
142	74,948.87	77,467.76	78,450.19	81,205.31	83,009.70	87,610.89
143	75,227.16	77,758.08	78,745.21	81,513.50	83,326.51	87,949.69
144	75,255.16	77,786.08	78,773.21	81,541.50	83,354.51	87,977.69
145	75,282.16	77,813.08	78,800.21	81,568.50	83,381.51	88,004.69
146	75,310.16	77,841.08	78,828.21	81,596.50	83,409.51	88,032.69
147	75,574.78	78,117.78	79,109.62	81,891.12	83,712.78	88,358.02
148	75,602.78	78,145.78	79,137.62	81,919.12	83,740.78	88,386.02
149	75,629.78	78,172.78	79,164.62	81,946.12	83,767.78	88,413.02
150	75,657.78	78,200.78	79,192.62	81,974.12	83,795.78	88,441.02
151	75,921.42	78,476.50	79,473.05	82,267.76	84,098.08	88,765.38
152	75,948.42	78,503.50	79,500.05	82,294.76	84,125.08	88,792.38
153	75,976.42	78,531.50	79,528.05	82,322.76	84,153.08	88,820.38
154	76,003.42	78,558.50	79,555.05	82,349.76	84,180.08	88,847.38
155	76,970.63	79,558.84	80,568.31	83,399.26	85,253.31	89,981.13
156	76,997.63	79,585.84	80,595.31	83,426.26	85,280.31	90,008.13
157	77,025.63	79,613.84	80,623.31	83,454.26	85,308.31	90,036.13
158	77,052.63	79,640.84	80,650.31	83,481.26	85,335.31	90,063.13

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APPENDIX "B"

CUSTODIAL FACTOR

Area M Sq Ft	4/24/2002	4/24/2003	4/24/2004	4/24/2005	4/24/2006	4/24/2007
159	77,315.55	79,915.76	80,929.91	83,773.98	85,636.62	90,386.35
160	77,342.55	79,942.76	80,956.91	83,800.98	85,663.62	90,413.35
161	77,370.55	79,970.76	80,984.91	83,828.98	85,691.62	90,441.35
162	77,397.55	79,997.76	81,011.91	83,855.98	85,718.62	90,468.35
163	77,663.19	80,275.48	81,294.34	84,151.62	86,022.91	90,794.71
164	77,691.19	80,303.48	81,322.34	84,179.62	86,050.91	90,822.71
165	77,718.19	80,330.48	81,349.34	84,206.62	86,077.91	90,849.71
166	77,745.19	80,357.48	81,376.34	84,233.62	86,104.91	90,876.71
167	78,004.11	80,628.39	81,651.93	84,522.33	86,402.22	91,195.93
168	78,036.11	80,660.39	81,683.93	84,554.33	86,434.22	91,227.93
169	78,063.11	80,687.39	81,710.93	84,581.33	86,461.22	91,254.93
170	78,091.11	80,715.39	81,738.93	84,609.33	86,489.22	91,282.93
171	78,358.09	80,994.49	82,022.76	84,906.42	86,794.99	91,610.84
172	78,385.09	81,021.49	82,049.76	84,933.42	86,821.99	91,637.84
173	78,412.09	81,048.49	82,076.76	84,960.42	86,848.99	91,664.84
174	78,440.09	81,076.49	82,104.76	84,988.42	86,876.99	91,692.84
175	78,704.73	81,353.21	82,386.19	85,283.06	87,180.28	92,018.19
176	78,732.73	81,381.21	82,414.19	85,311.06	87,208.28	92,046.19
177	78,759.73	81,408.21	82,441.19	85,338.06	87,235.28	92,073.19
178	78,786.73	81,435.21	82,468.19	85,365.06	87,262.28	92,100.19
179	79,753.95	82,435.56	83,481.46	86,414.57	88,335.52	93,233.95
180	79,781.95	82,463.56	83,509.46	86,442.57	88,363.52	93,261.95
181	79,808.95	82,490.56	83,536.46	86,469.57	88,390.52	93,288.95
182	79,836.95	82,518.56	83,564.46	86,497.57	88,418.52	93,316.95
183	80,100.22	82,793.87	83,844.46	86,790.73	88,720.30	93,640.72
184	80,128.22	82,821.87	83,872.46	86,818.73	88,748.30	93,668.72
185	80,155.22	82,848.87	83,899.46	86,845.73	88,775.30	93,695.72
186	80,182.22	82,875.87	83,926.46	86,872.73	88,802.30	93,722.72
187	80,442.86	83,148.59	84,203.90	87,163.38	89,101.61	94,044.09
188	80,464.86	83,170.59	84,225.90	87,185.38	89,123.61	94,066.09
189	80,486.86	83,192.59	84,247.90	87,207.38	89,145.61	94,088.09
190	80,508.86	83,214.59	84,269.90	87,229.38	89,167.61	94,110.09
191	80,530.86	83,236.59	84,291.90	87,251.38	89,189.61	94,132.09
192	80,788.80	83,506.52	84,566.50	87,539.11	89,485.93	94,450.33
193	80,810.80	83,528.52	84,588.50	87,561.11	89,507.93	94,472.33
194	80,832.80	83,550.52	84,610.50	87,583.11	89,529.93	94,494.33
195	80,854.80	83,572.52	84,632.50	87,605.11	89,551.93	94,516.33
196	80,876.80	83,594.52	84,654.50	87,627.11	89,573.93	94,538.33
197	81,133.72	83,863.44	84,928.10	87,913.83	89,869.25	94,855.56
198	81,155.72	83,885.44	84,950.10	87,935.83	89,891.25	94,877.56
199	81,177.72	83,907.44	84,972.10	87,957.83	89,913.25	94,899.56
200	81,199.72	83,929.44	84,994.10	87,979.83	89,935.25	94,921.56
201	81,568.24	84,324.83	85,399.97	88,415.09	90,389.75	95,425.14
202	82,432.71	85,204.55	86,285.64	89,317.44	91,303.03	96,366.28
203	82,454.71	85,226.55	86,307.64	89,339.44	91,325.03	96,388.28
204	82,476.71	85,248.55	86,329.64	89,361.44	91,347.03	96,410.28
205	82,498.71	85,270.55	86,351.64	89,383.44	91,369.03	96,432.28
206	82,520.71	85,292.55	86,373.64	89,405.44	91,391.03	96,454.28
207	82,712.56	85,484.40	86,565.49	89,597.29	91,582.88	96,646.13
208	82,734.56	85,506.40	86,587.49	89,619.29	91,604.88	96,668.13
209	82,756.56	85,528.40	86,609.49	89,641.29	91,626.88	96,690.13
210	82,778.56	85,550.40	86,631.49	89,663.29	91,648.88	96,712.13
211	82,799.56	85,571.40	86,652.49	89,684.29	91,669.88	96,733.13

09005

APPENDIX "B"

CUSTODIAL FACTOR

Area M Sq Ft	4/24/2002	4/24/2003	4/24/2004	4/24/2005	4/24/2006	4/24/2007
212	82,990.17	85,762.01	86,843.10	89,874.90	91,860.49	96,923.74
213	83,012.17	85,784.01	86,865.10	89,896.90	91,882.49	96,945.74
214	83,034.17	85,806.01	86,887.10	89,918.90	91,904.49	96,967.74
215	83,045.17	85,817.01	86,898.10	89,929.90	91,915.49	96,978.74
216	83,056.17	85,828.01	86,909.10	89,940.90	91,926.49	96,989.74
217	83,270.15	86,041.99	87,123.08	90,154.88	92,140.47	97,203.72
218	83,291.15	86,062.99	87,144.08	90,175.88	92,161.47	97,224.72
219	83,313.15	86,084.99	87,166.08	90,197.88	92,183.47	97,246.72
220	83,335.15	86,106.99	87,188.08	90,219.88	92,205.47	97,268.72
221	83,357.15	86,128.99	87,210.08	90,241.88	92,227.47	97,290.72
222	83,549.12	86,320.96	87,402.05	90,433.85	92,419.44	97,482.69
223	83,571.12	86,342.96	87,424.05	90,455.85	92,441.44	97,504.69
224	83,593.12	86,364.96	87,446.05	90,477.85	92,463.44	97,526.69
225	83,615.12	86,386.96	87,468.05	90,499.85	92,485.44	97,548.69
226	83,637.12	86,408.96	87,490.05	90,521.85	92,507.44	97,570.69
227	83,827.87	86,599.71	87,680.80	90,712.60	92,698.19	97,761.44
228	83,849.87	86,621.71	87,702.80	90,734.60	92,720.19	97,783.44
229	83,871.87	86,643.71	87,724.80	90,756.60	92,742.19	97,805.44
230	83,893.87	86,665.71	87,746.80	90,778.60	92,764.19	97,827.44
231	83,914.87	86,686.71	87,767.80	90,799.60	92,785.19	97,848.44
232	84,105.73	86,877.57	87,958.66	90,990.46	92,976.05	98,039.30
233	84,127.73	86,899.57	87,980.66	91,012.46	92,998.05	98,061.30
234	84,149.73	86,921.57	88,002.66	91,034.46	93,020.05	98,083.30
235	84,171.73	86,943.57	88,024.66	91,056.46	93,042.05	98,105.30
236	84,193.73	86,965.57	88,046.66	91,078.46	93,064.05	98,127.30
237	84,388.82	87,160.66	88,241.75	91,273.55	93,259.14	98,322.39
238	84,410.82	87,182.66	88,263.75	91,295.55	93,281.14	98,344.39
239	84,431.82	87,203.66	88,284.75	91,316.55	93,302.14	98,365.39
240	84,453.82	87,225.66	88,306.75	91,338.55	93,324.14	98,387.39
241	84,475.82	87,247.66	88,328.75	91,360.55	93,346.14	98,409.39
242	84,683.88	87,455.72	88,536.81	91,568.61	93,554.20	98,617.45
243	84,705.88	87,477.72	88,558.81	91,590.61	93,576.20	98,639.45
244	84,727.88	87,499.72	88,580.81	91,612.61	93,598.20	98,661.45
245	84,749.88	87,521.72	88,602.81	91,634.61	93,620.20	98,683.45
246	84,771.88	87,543.72	88,624.81	91,656.61	93,642.20	98,705.45
247	85,652.04	88,550.22	89,680.59	92,850.58	94,926.67	100,220.70
248	85,674.04	88,572.22	89,702.59	92,872.58	94,948.67	100,242.70
249	85,696.04	88,594.22	89,724.59	92,894.58	94,970.67	100,264.70
250	85,718.04	88,616.22	89,746.59	92,916.58	94,992.67	100,286.70
251	85,740.04	88,638.22	89,768.59	92,938.58	95,014.67	100,308.70
252	85,999.69	88,909.95	90,045.03	93,228.23	95,312.97	100,629.07
253	86,021.69	88,931.95	90,067.03	93,250.23	95,334.97	100,651.07
254	86,043.69	88,953.95	90,089.03	93,272.23	95,356.97	100,673.07
255	86,065.69	88,975.95	90,111.03	93,294.23	95,378.97	100,695.07
256	86,087.69	88,997.95	90,133.03	93,316.23	95,400.97	100,717.07
257	86,346.97	89,269.27	90,409.04	93,605.41	95,698.78	101,036.87
258	86,368.97	89,291.27	90,431.04	93,627.41	95,720.78	101,058.87
259	86,390.97	89,313.27	90,453.04	93,649.41	95,742.78	101,080.87
260	86,412.97	89,335.27	90,475.04	93,671.41	95,764.78	101,102.87
261	86,434.97	89,357.27	90,497.04	93,693.41	95,786.78	101,124.87
262	86,692.27	89,626.61	90,771.08	93,980.62	96,082.61	101,442.69
263	86,714.27	89,648.61	90,793.08	94,002.62	96,104.61	101,464.69
264	86,736.27	89,670.61	90,815.08	94,024.62	96,126.61	101,486.69

APPENDIX "B"

CUSTODIAL FACTOR

Area M Sq Ft	4/24/2002	4/24/2003	4/24/2004	4/24/2005	4/24/2006	4/24/2007
265	86,758.27	89,692.61	90,837.08	94,046.62	96,148.61	101,508.69
266	86,780.27	89,714.61	90,859.08	94,068.62	96,170.61	101,530.69
267	87,049.40	89,996.34	91,145.73	94,369.05	96,480.07	101,863.17
268	87,071.40	90,018.34	91,167.73	94,391.05	96,502.07	101,885.17
269	87,093.40	90,040.34	91,189.73	94,413.05	96,524.07	101,907.17
270	87,137.40	90,084.34	91,233.73	94,457.05	96,568.07	101,951.17
271	87,159.40	90,106.34	91,255.73	94,479.05	96,590.07	101,973.17
272	87,383.13	90,341.46	91,495.29	94,731.07	96,850.25	102,254.16
273	87,405.13	90,363.46	91,517.29	94,753.07	96,872.25	102,276.16
274	87,427.13	90,385.46	91,539.29	94,775.07	96,894.25	102,298.16
275	87,449.13	90,407.46	91,561.29	94,797.07	96,916.25	102,320.16
276	87,471.13	90,429.46	91,583.29	94,819.07	96,938.25	102,342.16
277	87,729.35	90,699.60	91,858.08	95,106.90	97,234.62	102,660.30
278	87,751.35	90,721.60	91,880.08	95,128.90	97,256.62	102,682.30
279	87,773.35	90,743.60	91,902.08	95,150.90	97,278.62	102,704.30
280	87,795.35	90,765.60	91,924.08	95,172.90	97,300.62	102,726.30
281	87,812.35	90,782.60	91,941.08	95,189.90	97,317.62	102,743.30
282	87,670.35	90,640.60	91,799.08	95,047.90	97,175.62	102,601.30
283	87,692.35	90,662.60	91,821.08	95,069.90	97,197.62	102,623.30
284	87,714.35	90,684.60	91,843.08	95,091.90	97,219.62	102,645.30
285	87,736.35	90,706.60	91,865.08	95,113.90	97,241.62	102,667.30
286	87,758.35	90,728.60	91,887.08	95,135.90	97,263.62	102,689.30
287	87,615.35	90,585.60	91,744.08	94,992.90	97,120.62	102,546.30
288	87,637.35	90,607.60	91,766.08	95,014.90	97,142.62	102,568.30
289	87,659.35	90,629.60	91,788.08	95,036.90	97,164.62	102,590.30
290	87,681.35	90,651.60	91,810.08	95,058.90	97,186.62	102,612.30
291	87,703.35	90,673.60	91,832.08	95,080.90	97,208.62	102,634.30
292	87,858.35	90,828.60	91,987.08	95,235.90	97,363.62	102,789.30
293	87,880.35	90,850.60	92,009.08	95,257.90	97,385.62	102,811.30
294	87,901.35	90,871.60	92,030.08	95,278.90	97,406.62	102,832.30
295	87,923.35	90,893.60	92,052.08	95,300.90	97,428.62	102,854.30
296	87,945.35	90,915.60	92,074.08	95,322.90	97,450.62	102,876.30
297	88,100.35	91,070.60	92,229.08	95,477.90	97,605.62	103,031.30
298	88,122.35	91,092.60	92,251.08	95,499.90	97,627.62	103,053.30
299	88,144.35	91,114.60	92,273.08	95,521.90	97,649.62	103,075.30
300	87,570.35	90,540.60	91,699.08	94,947.90	97,075.62	102,501.30
301	87,592.35	90,562.60	91,721.08	94,969.90	97,097.62	102,523.30
302	87,750.35	90,720.60	91,879.08	95,127.90	97,255.62	102,681.30
303	87,772.35	90,742.60	91,901.08	95,149.90	97,277.62	102,703.30
304	87,793.35	90,763.60	91,922.08	95,170.90	97,298.62	102,724.30
305	87,815.35	90,785.60	91,944.08	95,192.90	97,320.62	102,746.30
306	87,837.35	90,807.60	91,966.08	95,214.90	97,342.62	102,768.30
307	87,837.35	90,807.60	91,966.08	95,214.90	97,342.62	102,768.30
308	87,837.35	90,807.60	91,966.08	95,214.90	97,342.62	102,768.30
309	87,837.35	90,807.60	91,966.08	95,214.90	97,342.62	102,768.30
310	87,837.35	90,807.60	91,966.08	95,214.90	97,342.62	102,768.30
311	87,837.35	90,807.60	91,966.08	95,214.90	97,342.62	102,768.30
312	87,837.35	90,807.60	91,966.08	95,214.90	97,342.62	102,768.30
313	87,837.35	90,807.60	91,966.08	95,214.90	97,342.62	102,768.30
314	87,837.35	90,807.60	91,966.08	95,214.90	97,342.62	102,768.30
315	87,837.35	90,807.60	91,966.08	95,214.90	97,342.62	102,768.30
316	87,837.35	90,807.60	91,966.08	95,214.90	97,342.62	102,768.30
317+	87,837.35	90,807.60	91,966.08	95,214.90	97,342.62	102,768.30

09005

APPENDIX "C"

**MAXIMUM PERMISSIBLE RETAINAGE FOR DAY SCHOOL
SERVICES & PENSION SALARIES FOR
PENSION PURPOSES ONLY**

09.005

09.005

APPENDIX "C"

**MAXIMUM PERMISSIBLE RETAINAGE FOR DAY SCHOOL SERVICES & PENSION SALARIES FOR
PENSION PURPOSES ONLY**

Area in M Sq Ft	4/24/2002	4/24/2003	4/24/2004	4/24/2005	4/24/2006	4/24/2007
1-29	69,052.00	71,123.56	71,931.52	74,197.36	75,681.31	79,465.38
30-34	69,672.79	71,762.97	72,578.20	74,864.41	76,361.70	80,179.79
35-38	70,107.74	72,210.97	73,031.29	75,331.78	76,838.42	80,680.34
39-42	70,538.67	72,654.83	73,480.19	75,794.82	77,310.72	81,176.26
43-46	70,973.62	73,102.83	73,933.28	76,262.18	77,787.42	81,676.79
47-50	71,407.21	73,549.43	74,384.95	76,728.08	78,262.64	82,175.77
51-54	71,839.48	73,994.66	74,835.24	77,192.55	78,736.40	82,673.22
55-58	72,273.06	74,441.25	75,286.90	77,658.44	79,211.61	83,172.19
59-62	72,706.68	74,887.88	75,738.61	78,124.38	79,686.87	83,671.21
63-66	73,347.64	75,548.07	76,406.30	78,813.10	80,389.36	84,408.83
67-70	73,779.92	75,993.32	76,856.60	79,277.58	80,863.13	84,906.29
71-74	74,220.24	76,446.85	77,315.29	79,750.72	81,345.73	85,413.02
75-78	74,791.19	77,034.93	77,910.05	80,364.22	81,971.50	86,070.08
79-82	75,491.44	77,756.18	78,639.49	81,116.63	82,738.96	86,875.91
83-86	76,182.25	78,467.72	79,359.11	81,858.92	83,496.10	87,670.91
87-90	76,691.26	78,992.00	79,889.35	82,405.86	84,053.98	88,256.68
91-94	77,201.60	79,517.65	80,420.97	82,954.23	84,613.31	88,843.98
95-98	77,716.00	80,047.48	80,956.82	83,506.96	85,177.10	89,435.96
99-100	78,223.68	80,570.39	81,485.67	84,052.47	85,733.52	90,020.20
101-102	79,228.24	81,605.09	82,532.12	85,131.88	86,834.52	91,176.25
103-106	79,741.27	82,133.51	83,066.55	85,683.15	87,396.81	91,766.65
107-110	80,250.30	82,657.81	83,596.80	86,230.10	87,954.70	92,352.44
111-114	80,766.07	83,189.05	84,134.08	86,784.30	88,519.99	92,945.99
115-118	81,276.40	83,714.69	84,665.69	87,332.66	89,079.31	93,533.28
119-122	81,786.76	84,240.36	85,197.33	87,881.05	89,638.67	94,120.60
123-126	82,298.49	84,767.44	85,730.40	88,430.91	90,199.53	94,709.51
127-130	82,757.65	85,240.38	86,208.71	88,924.28	90,702.77	95,237.91
131-134	83,160.28	85,655.09	86,628.13	89,356.92	91,144.06	95,701.26
135-138	83,562.91	86,069.80	87,047.55	89,789.55	91,585.34	96,164.61
139-142	83,962.87	86,481.76	87,464.19	90,219.31	92,023.70	96,624.89
143-146	84,364.16	86,895.08	87,882.21	90,650.50	92,463.51	97,086.69
147-150	84,766.78	87,309.78	88,301.62	91,083.12	92,904.78	97,550.02
151-154	85,169.42	87,724.50	88,721.05	91,515.76	93,346.08	98,013.38
155-158	86,273.63	88,861.84	89,871.31	92,702.26	94,556.31	99,284.13
159-162	86,673.55	89,273.76	90,287.91	93,131.98	94,994.62	99,744.35
163-166	87,076.19	89,688.48	90,707.34	93,564.62	95,435.91	100,207.71
167-170	87,476.11	90,100.39	91,123.93	93,994.33	95,874.22	100,667.93
171-174	87,880.09	90,516.49	91,544.76	94,428.42	96,316.99	101,132.84
175-178	88,282.73	90,931.21	91,964.19	94,861.06	96,758.28	101,596.19
179-182	89,386.95	92,068.56	93,114.46	96,047.57	97,968.52	102,866.95
183-186	89,788.22	92,481.87	93,532.46	96,478.73	98,408.30	103,328.72
187-191	90,190.86	92,896.59	93,951.90	96,911.38	98,849.61	103,792.09
192-196	90,590.80	93,308.52	94,368.50	97,341.11	99,287.93	104,252.33
197-200	90,990.72	93,720.44	94,785.10	97,770.83	99,726.25	104,712.56
201	91,886.24	94,642.83	95,717.97	98,733.09	100,707.75	105,743.14

09.005

APPENDIX "C"

MAXIMUM PERMISSIBLE RETAINAGE FOR DAY SCHOOL SERVICES & PENSION SALARIES FOR
PENSION PURPOSES ONLY

Area in M Sq Ft	4/24/2002	4/24/2003	4/24/2004	4/24/2005	4/24/2006	4/24/2007
202-206	92,394.60	95,166.44	96,247.53	99,279.33	101,264.92	106,328.17
207-211	92,394.60	95,166.44	96,247.53	99,279.33	101,264.92	106,328.17
212-216	92,394.60	95,166.44	96,247.53	99,279.33	101,264.92	106,328.17
217-221	92,394.60	95,166.44	96,247.53	99,279.33	101,264.92	106,328.17
222-226	92,394.60	95,166.44	96,247.53	99,279.33	101,264.92	106,328.17
227-231	92,394.60	95,166.44	96,247.53	99,279.33	101,264.92	106,328.17
232-236	92,394.60	95,166.44	96,247.53	99,279.33	101,264.92	106,328.17
237-241	92,394.60	95,166.44	96,247.53	99,279.33	101,264.92	106,328.17
242-246	92,394.60	95,166.44	96,247.53	99,279.33	101,264.92	106,328.17
247-251	96,606.04	99,504.22	100,634.59	103,804.58	105,880.67	111,174.70
252-256	97,008.69	99,918.95	101,054.03	104,237.23	106,321.97	111,638.07
257-261	97,409.97	100,332.27	101,472.04	104,668.41	106,761.78	112,099.87
262-266	97,811.27	100,745.61	101,890.08	105,099.62	107,201.61	112,561.69
267-271	98,231.40	101,178.34	102,327.73	105,551.05	107,662.07	113,045.17
272-276	98,611.13	101,569.46	102,723.29	105,959.07	108,078.25	113,482.16
277+	99,008.35	101,978.60	103,137.08	106,385.90	108,513.62	113,939.30

09.005

APPENDIX "D"

CUSTODIAL FORMS

09005

Custodian Engineer Bank Account Information Access Form

I, _____, a custodian engineer employed
by the New York City Board of Education, authorize _____
(Bank Name)
to provide access to the New York City Board of Education to my bank account information
(balances and banking transactions), account number _____.

Dated:

Signed: _____
(Name of Custodian)

School No./Name: _____

09.005

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Department of Plant Operations
Office of Building Services
Division of School Facilities

CUSTODIAL SERVICE RATING

Rating Period: Winter _____ Spring _____

Date _____

Custodian Name _____ Social Security # _____

Title _____ School _____ Borough _____

Plant Manager _____ Principal _____

District Superintendent _____ Borough Manager _____

Performance Rating Scale

Unsatisfactory 1	Needs Improvement 2	Satisfactory 3	Good 4	Excellent 5
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Performance should be measured according to the standards defined and agreed to in the Annual Custodial Services Plan.

Excellent (5): Consistently performs all aspects of his/her job in an exceptional manner. All Annual Custodial Services Plan objectives and priorities are achieved at a level far beyond the agreed upon standards of performance.

Custodian is a proactive, innovative, responsive, and productive member of the school community who contributes significantly to developing the best possible learning environment for students.

Good (4): Consistently performs all aspects of his/her job in a manner above expectations. Annual Custodial Services Plan objectives and priorities are met at a level above the agreed upon standards of performance. For new custodians, significant progress is being made toward fulfilling the custodial needs of the school.

Satisfactory (3): Meets basic expectations for custodial performance. Custodial needs of the school are filled in a satisfactory manner. Annual Custodial Services Plan objectives and priorities are accomplished and meet the agreed upon standards of performance.

Needs Improvement (2): Custodial needs of the school are being filled at minimum level. Custodian is not meeting Annual Custodial Services Plan objectives and priorities at the agreed upon standards of performance.

Unsatisfactory (1): Custodial needs of the school are consistently not being met. Custodian is consistently not meeting the Annual Custodial Services Plan objectives and priorities.

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Department of Plant Operations
 Office of Building Services
 Division of School Facilities

Custodian's Name _____
 Rating Period _____
 Date _____

Principal's Section

Rating Category	Rating	Rating Category	Rating
Cleaning		Maintenance	
1. Classrooms	_____	13. Minor Repairs	_____
2. Shops	_____	Management	
3. Offices	_____	14. Cooperation with Principal	_____
4. Corridors (incl. Graffiti)	_____	15. Emergency Responsiveness to Current Assignment	_____
5. Stairways	_____	Custodial Competencies	
6. Gym(s)	_____	16. Initiative	_____
7. Auditorium	_____	17. Flexibility	_____
8. Toilet Rooms & Sanitary Equipment	_____	18. Management Ability	_____
9. Window & Interior Glass	_____	19. Standards	_____
10. Basement (if app.)	_____	20. Interpersonal] Communication Skills	_____
11. Building Exterior (incl. graffiti)	_____	21. School Community Relationships	_____
12. Outdoor Playgrounds	_____		
		TOTAL	
		Average Score (Total/21)	

Principal Comments (use additional paper if necessary) _____

Principal _____ Date _____

*Custodian _____ Date _____

*Does not necessarily indicate agreement

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Department of Plant Operations
 Office of Building Services
 Division of School Facilities

Custodial's Name _____
 Rating Period _____
 Date _____

Plant Manager's Section

Rating Category	Rating	Rating Category	Rating
Cleaning		Management (cont.)	
1. Boiler/Machinery Service Spaces	_____	13. Cooperation with Plant Manager	_____
2. Roof & Other Exterior Spaces	_____	14. Emergency Responsiveness to Current Assignments	_____
3. Overall Building Cleaning	_____	15. Administration (reports) records, etc.)	_____
Maintenance		16. Energy Conservation	_____
4. Fire Prevention & Safety	_____	Custodian Competencies	
5. Boiler/Machinery & Service Spaces	_____	17. Initiative	_____
6. Air Conditioning & Ventilation	_____	18. Flexibility	_____
7. Utilities	_____	19. Technical Ability	_____
8. Minor Repairs	_____	20. Management Ability	_____
9. Painting	_____	21. Interpersonal! Communication Skills	_____
10. Building Safety/Security	_____	TOTAL	_____
Management		Average Score (Total/21)	_____
11. Employee Supervision	_____		
12. Employee Training & Affirmative Action	_____		

Plant Manager Comments including identification of training needs (use additional paper if needed)

 Plant Manager Date

 Custodian* Date

* Does not necessarily indicate agreement

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CUSTODIAL SERVICE RATING

Department of Plant Operations
Office of Building Services
Division of School Facilities

Custodian's Name _____
Rating Period _____
Date _____

Custodian Comments (use additional paper if necessary)

Custodian's Signature Date

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INSTRUCTIONS FOR COMPLETING THE PO1

THE Custodial Compensation Report (form PO1) is prepared in triplicate for a scheduled four week period.
Original copy is mailed directly to the Custodial Payroll Unit, 65 Court Street, Brooklyn, N. Y. 11201, in the yellow pre-addressed envelope

Second copy is submitted to Borough Supervisor.

Third copy is retained for custodial engineer's records.

Temporary care assignments require the preparation of a separate PO1 form.

BORO - Enter the appropriate code.

CODE	
M	Manhattan
X	Bronx
K	Brooklyn
Q	Queens
R	Richmond

SCHOOL - The three (3) digit number assigned to school.

CUSTODIAN ENGINEER'S NAME - last name, first initial, middle initial.

CUSTODIAN ENGINEER'S SOCIAL SECURITY NUMBER.

PERIOD START DATE - Use numeric date in the format of MM DD YY (Example: 07 03 81).

PERIOD END DATE - Use numeric date in the format of MM DD YY.

AMEND CODE - To be used only to Amend (revise) a prior period.

- 1 Use a blank PO1 form.
- 2 Custodian Engineer's name, etc.
- 3 Enter start and end dates of period to be amended.
- 4 Enter capital letter "A" in amend code.
- 5 Enter name, social security number and title for the employee incorrectly reported.
- 6 Enter **only** the corrected information in the appropriate column.

CUSTODIAN ENGINEER'S CERTIFICATION - Enter signature and date.

EMPLOYEE'S PROFILE

- A) **Employee Name:** Last Name, First Name, Middle Initial.
 B) **Employee Status:** Enter the appropriate 1 position employee status code.
Employee Status Code: R = Regular Employee P = Part-time Employee

TITLE - Enter the appropriate two (2) position title code.

TITLE	CODE
Stationary Engineer	SE
Fireperson (94)	FI
Fireperson (74)	FN
Handyperson	HN
Coalpasser	CF
Watchperson	WA
Cleaner	CL
Laundry Bath Attendant	LB

NOTE: Non-coded titles, additional titles (ie ass't custodian, secretary, clerk, etc.) are to be coded under listed titles.

EMPLOYEE SOCIAL SECURITY NUMBER.

EMPLOYEE START DATE - Use numeric date in MM DD YY format (example: 07 01 81).

SEX - Enter appropriate 1 position code: M = Male F = Female

REGULAR HOURS - Include all hours being paid the employee straight time. No fraction of hours to be reported

PREMIUM HOURS - Enter the total premium hours worked. No fraction of hours to be reported.

EMERGENCY SERVICE, JURY DUTY, DEATH, ETC. - Enter appropriate code from legend, number of hours and amount of reimbursement.

LEGEND:

DS Death	JD Jury Duty
ER Emergency full rate	PD Personal Business Day
EP Emergency part. full rate	DF Shift Differential
GR Gratuity full rate	SL Sick Leave
GP Gratuity part. full rate	VO Vacation

TERMINATED - Enter capital letter "T" for terminated employees

COMMENTS - Enter all dates when absent (Sick Leave, Vacation, Termination, etc.)

SUB-TOTAL EMERGENCY SERVICE - Add totals of all emergency services

WORKERS COMPENSATION RATE - Enter rate based on applicable law

WORKERS COMPENSATION AMOUNT - Multiply totals emergency

TOTAL - Add all totals and amounts

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INSTRUCTIONS FOR COMPLETING PO 2

The Miscellaneous Expenditure Report (Form) PO 2 is prepared in Triplicate for the same scheduled four week period as the PO 1. Original and second copy are submitted to the Borough Office. Third copy is retained for Custodian/Engineer's File.

COMPLETE THE PO 2 FORM AS FOLLOWS:

Section A - Custodian/Engineer Data:

BOROUGH — Enter appropriate code.

M - Manhattan
X - Bronx
K - Brooklyn
Q - Queens
R - Richmond

SCHOOL — Enter three (3) digit number assigned to school.

SOCIAL SECURITY NUMBER — Enter custodian/engineer's social security number.

PERIOD END DATE — Enter last day of scheduled period.

CUSTODIAN/ENGINEER'S NAME — Enter custodian/engineer's name.

TOTAL EXPENDITURES — Enter total from Section D.

Section B - Expenditures Excluded From 2% Limitation:

1. Enter only excluded purchases. List each total purchase separately and itemize only purchases exceeding \$50.00. Enter cost of each purchase in right hand column.
2. Enter total of all excluded purchases.

Section C - Expenditures Subject to 2% Limitation:

1. Depreciation — Description of Property — Enter each item being depreciated.
2. Purchase Date: Enter purchase date of each item being depreciated.
3. Number of Periods: Enter number of periods selected for depreciation of each item listed.
4. Depreciable Cost: Enter the "Depreciable Cost" determined allowable in accordance with the terms of the contract.
5. Accumulated Depreciation: Enter total depreciated expense claimed in prior periods for each item.
6. Depreciation Expense This Period: Enter depreciation expense claimed in this period for each item. (column 4 divided by column 3)
7. Other Expenditures: List other purchases subject to 2% limitation. List each total purchase separately and itemize only purchases exceeding \$50.00. Enter cost of purchase in right hand column.
8. Enter total of column 6.

Section D - Total Expenditures:

Add totals of Section B and C (also enter in Section A).

Section E - Enter date and sign the PO 2.

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APPENDIX "F"

**MASTER LIST OF MINIMUM RESPONSIBILITIES
FOR CUSTODIAN ENGINEERS**

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MASTER LIST OF MINIMUM RESPONSIBILITIES FOR CUSTODIANS

GENERAL ADMINISTRATIVE DUTIES

MANAGEMENT AND ADMINISTRATION

- A. Schedule custodial employees, duties, and necessary follow-up
- B. Manage and supervise custodial workforce
- C. Confer with principal and other school staff
- D. Develop maintenance plan with principal
- E. Discuss with principal daily cleaning and maintenance needs
- F. Prepare and submit reports
- G. Maintain files/repair records
- H. Provide initial and continuing recommendation and appraisal of functions and services provided by maintenance department
- I. Design, develop, implement, and maintain maintenance/management programs
- J. Conduct daily inspections of facility
- K. Request and log work performed by central repair shops and outside contractors
- L. Attend training sessions on new techniques/skills
- M. Receive mail

II. REGULATION OF SUPPLIES/EQUIPMENT

- A. Request and receive custodian and school supplies
- B. Control school property/custodial supplies, tools, and equipment
- C. Control, adjust, monitor, and record equipment functions
- D. Regulates supplies/equipment to prevent unauthorized removal
- E. Repair and maintain tools/equipment

SPECIFIC DUTIES

CLEANING AND CARETAKING

- A. Classrooms
- B. Special classrooms

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- C. Offices and libraries
- D. Laboratories, shower rooms, and locker rooms
- E. SIEE II rooms
- F. Student toilet rooms and other plumbing
- G. Vestibules, corridors, and stairways
- H. Common areas: auditorium, cafeteria/auxiliary cafeteria-lunchroom
- I. Swimming pool area
- J. Service spaces
- K. Exterior and interior windows
- L. Appliances
- M. Kitchen
- N. Maintenance closets
- O. Remove garbage containers and refuse from cafeterias, lunchrooms, and other food-eating areas
- P. Incineration and general removal of garbage

II. PAINT/REPAIR

- A. Service spaces
- B. Exterior/graffiti
- C. Mechanical/electrical equipment
- D. Stairwells
- E. Corridors
- F. Toilet partitions and kick plates
- G. Concrete floors
- H. Classrooms
- I. Gym/auditorium
- J. General areas

III. MAINTENANCE OF ARCHITECTURAL/STRUCTURAL

- A. Masonry: inspect and report
- B. Plastering and acoustic ceiling
- C. Metal windows
- D. Steel partitions
- E. Carpentry
- F. Glass and glazing
- G. Hardware including doors
- H. Soft flooring
- I. Metal cabinets
- J. Kitchen and laundry equipment
- K. Laboratory and shop equipment
- L. Furniture, furnishings, and equipment/hardware
- M. Carpeting and rugs

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IV. BUILDING OPERATIONS, MAINTENANCE, AND INSPECTION/TESTING

- A. General
- B. Toilet ventilators
- C. Engines, turbines, pumps, compressors, and power apparatus
- D. Refrigeration: maintain refrigerators, water coolers, large refrigeration units, and cooling systems
- E. Plumbing: domestic water system, hot water system, and plumbing fixtures
- F. Soil waste vent system
- G. Gas system
- H. Swimming pool
- I. Electrical system including panels, wiring, fixtures, motors, generators, and other equipment
- J. Elevators and escalators
- K. Incinerators and paper chutes
- L. Central vacuum system
- M. Window shades
- N. Meters

V. FIRE PREVENTION AND SAFETY

- A. Test fire alarm system
- B. Test stand pipe and sprinkler system
- C. Test fire extinguishers
- D. Participate in fire drills
- E. Maintain fire exits
- F. Report accidents/dangerous incidents and the presence of unauthorized persons or loiterers on school premises to principal
- G. Properly store dangerous materials, combustibles, poisons, or exterminating compounds
- H. Prevent unauthorized parking of vehicles during fire evacuation
- I. Comply with all safety regulations

VI. HEATING AND VENTILATION SYSTEM

- A. Order and receive fuel
- B. Clean
- C. Paint
- D. Operate, regulate, and maintain heating plant and ventilating plant
- E. Inspect, overhaul, and repair systems

VII. CLEANING AND MAINTENANCE OF OUTSIDE AREA

- A. Unpaved area

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1. Clean
 2. Landscape/gardening
 - a. Grading and seeding
 - b. Trees and shrubs
 - c. Cut grass
 - d. Athletic field preparation
 - (1) Line fields
 - (2) Other
- B. Paved/asphalt area
1. Clean
 2. Snow/ice removal
 - a. Sidewalks
 - b. Playgrounds
 - c. Parking lot
 3. Patch concrete/paved areas
 - a. Exterior steps
 - b. Sidewalks
 - c. Courts
 - d. Areaways
- C. Other equipment and structures
1. Flagpoles
 - a. Maintain
 - b. Display flag
 2. Playground equipment
 3. Fences
 4. Holiday ornaments
 5. Scaffolds and ladders
- D. Roofs/gutters
1. Clean
 2. Repair

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VIII. ACCESS TO SCHOOL FACILITY

- A. Maintain master set of keys
- B. Open and close school facility and playground gates
- C. Inspect access to facility to prevent unauthorized entry/trespass

IX. CASUALTY PREVENTION AND CONTROL PROGRAMS

- A. Advise and implement when requested measures that contribute to structurally and functionally safe facilities

X. MINOR CONSTRUCTION

- A. Minor changes or additions to facility

Section 1.

Cleaning

The Custodian shall keep the entire building and grounds neat, clean and orderly at all times. This subsections that follow are all meant to suggest the minimum work that is necessary to keeping a school neat, clean and orderly; however, these are suggestions only and are not meant to limit the expected types of activities or their frequencies that may actually be necessary at a given site in order to comply with the performance expectations required of the Custodian.

Entrance Lobby

- a. Sweep, wash floor and machine scrub floor as necessary. Wax, buff, apply sealer or finisher as needed.
- b. Wipe down all metal surfaces in the lobby as the exterior adjacent to the entrance lobby (including but not limited to window and sills).
- c. Dust and wash walls as required.
- d. Vestibules and corridors are to be cleaned as necessary during inclement weather and mats should be used provided they do not create a tripping hazard.

Elevators

- a. Clean saddles, doors and frames of elevators at lobby as needed.
- b. Clean saddles and frames on floors above lobby once per week and vacuum dirt from door tracks as needed.
- c. clean metal and sides of elevators cabs as needed.
- d. Wash resilient floors in elevators as needed; vacuum if carpeted.

Lavatories, Shower Rooms

- a. Wash and disinfect all toilet seats (both sides), basins, bowls and urinals throughout.
- b. Sweep and wash all lavatory floors using proper disinfectants.

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- c. Wash and polish all mirrors, powder shelves, bright work and enameled surfaces in all lavatories.
- d. Hand dust and wipe clean, washing where necessary, all partitions, dispensers and receptacles in all lavatories and restrooms.
- e. Empty paper towels receptacles and remove paper to designated areas.
- f. Fill toilet tissue holders.
- g. Fill all soap dispenser systems.
- h. Empty and clean sanitary disposal receptacles where necessary.
- i. Clean and wash all receptacles and dispensers.
- j. Remove fingermarks and graffiti from painted surfaces.
- k. Report all mechanical deficiencies, dripping faucets, etc. to the Building Manager.

Swimming Pools

The Custodian shall keep the water in the pool clean and clear. At all times when the pool is in use, it should be clear that a six inch black disc on a white background is clearly visible on the bottom at the deepest point, at a distance of ten yards. The surface shall be kept clear of scum and floating matter. Visible dirt, etc. on bottom and walls of pool shall be removed daily with suction cleaner, or by other approved methods.

The floor of the auditorium, springboards, platforms, etc., shall be dry mopped after the morning session and mopped once each day and scrubbed as necessary. The tile work of walls shall be washed hand high as required. The entire room equipment, including side walls, lighting fixtures, etc., shall be washed during the Christmas, Easter and summer vacations.

Window Cleaning

- a. Wash all interior glass inside and outside as directed.
- b. Wash all exterior glass inside and outside as directed. Windows carrying New York State Department of Labor violations must be cleaned only by appropriate legal means.

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General Cleaning Areas (Classrooms)

- a. All stone, ceramic tile, marble terrazzo, painted flooring and other unwaxed flooring, including stairs and stair landings, to be swept, using approved dust-down preparation.
- b. All linoleum, vinyl, rubber asphalt tile, and other similar types of flooring (that may be waxed) to be dust mopped using approved dust-down preparation.
- c. Hand dust and wipe clean all furniture, fixtures, and window sills.
- d. Hand dust chalkboards troughs.
- e. Brush each radiator section and under each radiator.
- f. All carpeting and rugs to be vacuum cleaned.
- g. Empty and clean all waste receptacles and remove from the premises wastepaper and waste materials to designated areas.
- h. Dust interior of all waste disposal cans and baskets. Wash as necessary.
- i. Wash clean all water fountains and coolers.
- j. Dust all doors and other ventilating louvers within reach.
- k. Keep cleaning lockers and slop sinks in a neat and orderly condition at all times.
- l. Remove all gum and foreign matter in sight.
- m. Spot clean all glass furniture tops.
- n. Special purpose rooms such as kindergartens, home-making and rooms for handicapped children shall be cleaned in same manner as classrooms except floors shall be scrubbed and furniture cleaned as needed.
- o. The above cleaning and additional cleaning operations shall be scheduled so that an absolute minimum of lights are to be left on at any time. With completion of cleaning all lights with the exception of emergency and night lights, must be turned off.

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- p. Dust and wash walls as required. Marks, pictures, graffiti, etc. should be washed or removed as discovered.

General Cleaning Areas

- a. Machine scrub, wash and wax all elevator lobbies.
- b. Wipe clean and polish all brass and other bright work.
- c. Machine scrub, wash and wax all elevator cabs.
- d. Spot mop floors as necessary.
- e. Spray clean, spray buff, all corridors, aisles and hallways throughout buildings including elevator lobbies and main lobby.
- f. Wash chalkboards.

Cafeteria And Other Designated Eating Areas

- a. Sweep floors as necessary, wet mop, machine scrub and treat with wax or sealer as necessary.
- b. Keep all vertical and horizontal surfaces free of dirt and debris and wash walls as necessary.

General Cleaning Areas

- a. Clean and wash all glass partitions, showcases, room dividers and mirrors.
- b. Hand dust, clean and wash all tile walls.
- c. High dusting, including lights, walls and grills.
- d. Machine scrub and wash and wax if necessary all floors, including but not limited to the following: Corridors, library, lavatories, lounges, waiting rooms, conference rooms, offices and other public areas.
- e. Wipe clean and wash all venetian blinds.

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General

Cleaning and Caretaking. One of the Custodian's primary responsibilities is to have a clean building and he is expected to maintain the highest standard of custodial service from a cleaning standpoint. In this section are indicated typical spaces and items of equipment which the custodian is expected to keep clean.

Cleaning, General. The Custodian shall keep clean, and white washed or painted as far as practical, all service spaces such as boiler rooms, fan rooms, tank rooms and machinery rooms. Cellar or basements must be kept in neat and tidy condition with all unused equipment and materials stored in an orderly manner.

The Custodian shall take care of the building, grounds and equipment that they shall present the best possible appearance at all times and that the premises shall be clean healthful and safe for the use of the pupils and teaching staff. He shall schedule cleaning work and organize, instruct and supervise the building services force doing such work, as follows:

- a. All wood floors must be damp mopped as necessary and treated with sealer as necessary.
- b. All exterior paved areas shall be swept, hazards removed immediately, and flushed when necessary except when use of hose is restricted by law.
- c. All roof areas and drains must be kept free of dirt and debris.
- d. All graffiti both interior and exterior must be removed.
- e. Landscaped areas should be kept trim and neat. Grass areas must be cut during the growing session. Fertilized and seeded as necessary if materials are supplied by the Board of Education. Cleared of all debris and remove hazards immediately.

Methods and Materials. Care shall be exercised in the selection of cleaning material and methods, in order that they will not be injuries to the surface of the material being cleaned. The Custodian shall be familiar with the recommended methods and means contained in the cleaning procedures, such as sweeping, dusting, mopping, scrubbing, wall washing, polishing and stripping floors.

In all schools where vacuum cleaning equipment is available, it shall be used in performing all cleaning operations for which it is most suitable.

November 1, 1994

Vacation Programs. The Custodian shall thoroughly clean his school building before opening of schools in September each year and also clean the building during the Christmas and Easter recess periods. These cleanups shall include but are not limited to:

- a. Washing of glazed brick and tile walls.
- b. Dusting of ceiling.
- c. Dusting of window shades and blinds.
- d. Washing of walls, baseboards, wainscoating, doors, frames, sills and sash and all painted and varnished surfaces.
- e. Washing of furniture.
- f. Wiping of picture molding and the fronts and backs of pictures.
- g. Emptying, washing down and cleaning the interior of water storage tanks. Inspecting interior of tank for necessary repairs and reporting same.
- h. Stripping of floors in entries, halls, stairways, corridors, rooms and other areas occupied by the school organization.

Service Spaces

- a. Boiler Room. The boiler room shall be swept and kept in a neat and orderly condition at all times. Rubbish, waste, junk, etc., shall be disposed of and not allowed to accumulate. Boiler heating surfaces, breaching, chimney, top of boilers, piping, walls and ceilings, etc., shall be kept clean.
- b. Fan and Machinery Rooms. Fan and machinery rooms shall be kept neat and clean.
- c. Elevator Machine Rooms. Elevator machine rooms shall be kept in an orderly condition, and all floor and wall surfaces kept free of oil and dirt. Machine rooms shall not be used for storage.
- d. Storage Rooms and Employee Rooms. The Custodian shall provide that all closets and storerooms under his jurisdiction are kept in a neat and orderly condition at all times. All rubbish shall be disposed of and a thorough cleaning be given such spaces at frequent intervals. Employee locker rooms and other employee's rooms shall be cleaned. In new buildings, special shelving, racks etc., shall be used for purposes designated.
- e. Cleaner's Closets. Slop sinks and closets shall be cleaned out after other cleaning is completed. Rubbish, dirt and old cleaning equipment shall not be allowed to accumulate. Mops, pails, dust cloths, brooms and other cleaning equipment shall be cleaned and hung up or stored in a neat and orderly manner. In new buildings use hangers, etc., for purpose designated.

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Outdoor Cleaning

Unpaved Areas. Unpaved areas such as playgrounds, grass plots, shrubbery and tree areas shall be cleared of papers, debris, etc. Hazardous material will be removed whenever necessary by appropriate means.

Snow and Ice Removal.

- a. Sidewalks and Steps. Paths five feet wide shall be cleared of snow on the public side walk to all entrances to the school building at least a half hour before sessions start. Paths five feet wide shall then be cleared on sidewalks adjacent to school building and out to that curb in front of main entrance.

Within four hours after the snow ceases to fall (the time between 9:00PM and 7:00 AM not included) as provided by Code of the City of New York, all snow shall be removed from the sidewalks.

Sand, damp sawdust or ashes shall be sprinkled upon sidewalks where they are in a slippery condition. Salt shall be used on fire escapes or drains. A supply of salt and sand shall be kept on hand during the winter season.

- b. Playgrounds. The Custodian shall start cleaning snow from all playgrounds as soon as the clearing of sidewalks is completed. The snow in those yards shall be piled in the most favorable location for working, melting and draining.

Window Cleaner's Anchors and Belts. The Custodian is cautioned to comply with the State Law concerning window cleaner's anchors and belts.

Cleaning Athletic Fields. The Custodian shall maintain the athletic field including grandstand, etc., in a neat and clean condition at all times including summer vacation periods. Reseeding is responsibility of Custodian when necessary.

In the spring, the entire field shall be thoroughly cleaned. Toilets, shower baths, locker rooms, etc., shall be cleaned as elsewhere specified.

Cleaning Mechanical and Electrical Systems. The Custodian shall clean all mechanical and electrical installations and equipment. Typical items are listed below.

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Plumbing.

- a. Exposed Roughing, Pumps and Tanks, etc., shall be kept clean.
- b. Fixtures
- c. Kitchen Equipment. The Custodian shall clean area of hoods and exhaust flues not accessible to lunchroom staff. To comply with codes, filters serving cooking range hoods shall be cleaned and replaced as necessary or at least every three months and a record of such cleaning and replacements must be maintained on the premises. The removal and replacement of such filters and the maintenance of records concerning cleaning and replacement is the responsibility of the Custodian. The cleaning of the filters while they are removed is the responsibility of the lunch service.
- d. Domestic Water Heaters shall be cleaned yearly and the date logged.

Heating and Ventilating.

- a. Boilers. Boilers shall be thoroughly cleaned internally at the close of the heating season each ear. Accessible areas shall be kept clean.
- b. Engines. Engines, including those not in service, shall be kept clean at all times.
- c. Pumps and Tanks. Hot water heating and storage tanks shall be thoroughly cleaned as necessary.
- d. Fans and Ducts. All ducts shall be thoroughly cleaned as necessary and accessible portions kept clean.
- e. Radiators, Registers. Ventilating registers in floors and walls shall be cleaned as necessary.
- f. Univents. Each unit shall be cleaned on the outside and inside as necessary. This shall include cleaning and oiling motor bearings, cleaning motor fans, water pan, dampers, etc. No flower pots, fish bowls or other obstructions shall be permitted on univents.

Refrigeration. The Custodian shall be responsible for cleaning the motor fans and other mechanical operating parts of refrigerators. Large Refrigerating Units, etc., shall be cleaned and maintained by the Custodian unless otherwise serviced.

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Electrical Systems.

- a. Panels, etc., shall be cleaned as necessary.
- b. Fixtures and Appliances shall be cleaned during the three major cleaning periods.
- c. Motors, etc., the Custodian shall blow out all dust and dirt from generators and motors. Oil shall be removed from windings and insulation. Brushes, brush rigging, commutator, rheostats and starters, etc., shall be cleaned. All accessible intakes to fans, fan pits, blades and inside surfaces shall be cleaned of dust, dirt and grease.
- d. Signal Systems. Annunciators, fire alarms, panel boards, etc. shall be cleaned as necessary.

Elevators.

- a. Passenger and Freight. The Custodian shall have the floor and all interior surfaces of the cab and the gates of each passenger elevator kept clean and the finish polished and protected. The exterior surfaces of cabs shall be cleaned at least three (3) times a year. He shall keep the rails free of excessive grease and the tops and bottoms of cars free from dust and grease. Machines, controlling devices, etc. shall be kept in a clean condition.

The Custodian shall perform all routine maintenance unless otherwise serviced.

- b. Sidewalk Hoists. Same as Elevators.
- c. Dumbwaiters. Same as Elevators.
- d. Shafts and Pits. Shafts shall be free of dust and grease. Pits shall be kept clear of debris and accumulation of oil and grease.

Painting. The Custodian shall be required to paint portions of the building's interior per year. The Custodian will consult with the Principal and Plant Manager to discuss the areas to be painted. Exterior surfaces shall be kept freshly painted and graffiti should be painted over when discovered. Paint colors, paint composition and painting materials will all be specified by the Board of Education.

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Service Spaces. Sink closets, etc. shall be kept painted with water resistant paint to at least dado height.

Exterior Railings, etc. The Custodian shall keep entrance hand rails, exterior bulletin boards, etc. in presentable condition.

Mechanical and Electrical Equipment. All machinery, blower housing, motors, panel boxes, etc. in service spaces shall be kept painted.

Stairhalls. The stair side of risers and stringers of steel stairs together with hand rails and brackets shall be painted by the Custodian during the summer vacation and touched-up at other times if conditions warrant.

Toilets. The Custodian shall keep non-plastic toilet stall partitions and urinal screens painted so that they may be maintained in a clean and sanitary condition.

Concrete Floors. Painting of concrete floors should be limited so as to avoid build-up of paint that becomes hazardous.

Equipment. The Custodian shall paint miscellaneous outdoor equipment such as basketball backstops, etc. when required.

Boiler Rooms, etc. The Custodian shall keep the boiler room, fan room, machinery rooms, store rooms, etc. painted or whitewashed to the extent that is practical. Boilers, furnaces, incinerators, etc. shall be kept neatly painted. All machinery, over head piping, ducts, etc., shall be painted or white washed as necessary to provide a surface which can be kept clean.

Section 2.

Operation and Care of Mechanical and Electrical Equipment.

General. The Custodian shall have full charge of responsibility for the condition, safety and proper operation of all heating, ventilating and power apparatus, plumbing and electrical installation in his building. The Custodian shall clean, adjust, and maintain such equipment. Including the necessary greasing and oiling, scheduling the operation to provide the required service to take care of minor repairs. In the section are listed typical items for which the Custodian is responsible together with special instructions concerning these items.

All mechanical and electrical equipment in the building must be kept in operation to provide the service for which it was intended unless specifically excepted by the Deputy Director.

Daily Inspection and Log. The Custodian shall personally make a daily Inspection and shall keep a daily log.

Rotative Operation of Equipment. Boilers, pumps and machinery shall be rotated in use during slack periods.

Maintenance and Repair. The Custodian shall be responsible for maintenance and repair, either through his own work, or to request and follow through on a P.O. #18 Form to the Borough Plant Manager.

Adjustment of Automatic Devices. The Custodian shall personally adjust automatic devices or request the services of specialists where required.

General Lubrication. The Custodian shall be responsible for cleaning, oiling and greasing all machinery in the building.

Care of Unused Equipment. The Custodian shall keep unused equipment clean and free from corrosion so that it may be put back in service or transferred to another school building. Once a week, including the vacation period, each pump, fan, compressor, etc. shall be turned over by hand or power. Elevators shall be operated daily.

Annual Tests, etc. The heating and power plant shall be tested as specified. A written report upon the condition of the Plant shall be sent to the Borough Plant Manager of School Custodians, immediately thereafter: such report to state whether or not repairs are needed, so that defects may be remedied before the heating season starts.

Conservation. The Custodian shall assess the building and the nature of its occupancy in order to prevent waste of utilities, fuel and supplies. He shall solicit the cooperation of the Principal in this matter and instruct the custodial force to be on the alert to prevent waste.

Conservation of utilities, supplies and fuel shall not affect adversely the safety and comfort of the buildings' occupants. It is forbidden to curtail the operation of the heating, ventilation, lighting or sanitary facilities below the minimum standards.

- a. Fuel and Steam. The Custodian shall exercise great care in the use of fuel so that no more than necessary is consumed. The Custodian shall make a study of the heating system to determine the heating-up periods at the earliest possible shut-down time.

Excessive heating-up periods due to poor distribution, insufficient radiation, etc., shall be reported to the Borough Plant Manager, with recommendations.

- b. Electricity. The Custodian shall make all efforts to see that electricity is not wasted.
- c. Water. The Custodian shall be particularly careful in the use of water during periods of shortage in the reservoirs. Unnecessary waste through leaks shall be prevented at all times.

The Custodian shall be responsible for exterior mechanical and electrical installations as well as for interior.

The Heating Plan.

Service Required.

- a. Starting Time. During the heating season, the Custodian shall have the heating system in service at least one hour before the start of a school session, or authorized activity.
- b. Heating Period. The Custodian shall have the temperature of occupied rooms not less than 60 degrees F., 30 minutes before the start of school session or activity and unless the outdoor temperature rises above 65 degrees F. He shall continue to provide heat at the room temperature prescribed from the beginning until the end of the school session or activity.
- c. Shut-down Time. At times when school is not in session but, when employees are working, the building should be kept at about 55 degrees F. At other times sufficient heat must be provided to prevent freezing of the plumbing and heating systems.
- d. Temperatures to be Maintained. Temperatures shall be maintained in various classrooms and other spaces as follows:

Shops, Open Air Rooms, Gymnasiums,	
Corridor, Toilets	63 - 65 Degrees F.
Classrooms and Auditoriums in Use	68 Degrees F.
Kindergarten and Offices	68 Degrees F.
Shower Baths	73- 74 Degrees F.
Natatorium	3 Degrees F. above Water
Unused Rooms	Prevent Freezing

- e. Uniformity of Heat. The Custodian shall keep the heat as uniform as the plant permits.
- f. Utilization of Equipment. No heating equipment shall be deadlined except for necessary repairs which affect the safety of its operation. The Custodian will be expected to use all possible expedients to maintain essential services. No equipment shall be permanently REDLINED except on the authorization of the Deputy Director.
- g. Heating Stacks. Each night and at all other times when buildings are not in use, all direct heating stacks must be drained dry and tested by opening pet cocks on traps. Heating Stacks in new buildings or in old buildings where designed primarily for ventilation rather than heating should be used for ventilation (Conservation). They are not intended to speed heating up the building in the morning or before occupancy, but to provide tempered fresh air when building is occupied. Thermostats and Weatherstats should be set to provide air at about designated room temperatures.

Operation and Maintenance of Boilers and Accessories.

- a. Boilers. Only the minimum number of boilers for efficient operations shall be used. Fire tubes shall be brushed at least once every two weeks. The Custodian shall be responsible for renewing or replacing manhole and handhold, gaskets, fusible plugs, etc. Gaskets and fusible plugs to be supplied by the Custodian.
- b. Boiler Water. Proper boiler water level shall be maintained at all times. Boilers and condensate tanks shall be blown down periodically. Surface scum blow-offs shall be used daily. Feed water treatments shall be used where facilities are provided. Chemicals for boiler water treatment to be supplied by the Custodian. Rust, scales and mud shall be removed from the boiler shell, mud drums, etc. where practical. The boiler shall be thoroughly cleaned at least once a year.
- c. Leaks - Leaking Tubes. When during operation one or two boiler tubes develop leaks, such tube or tubes shall be temporarily plugged with through-rod plugs provided by the Custodian. Leaking boiler tubes in excess of seven in all the low pressure boilers or any one in high pressure boilers shall be reported to the Borough Plant Manager..

Leaks in Cast Iron Sections. The Custodians shall make temporary repairs where practical and necessary to provide service. Such leaks should be immediately reported to the Borough Plant Manager.

- c. Brickwork, Bridges and Baffles. The Custodian shall make minor repairs to brickwork and to insulation to stop air leaks.

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- e. Boiler Appliances. The water column shall be blown-down daily. The Custodian shall replace broken gauge glasses, washers for same. Custodian shall replace defective fusible plugs.

Safety Valves. Safety Valves on power and heating boilers must be tested by being raised from their seats at least once a week, under pressure during the time the boilers are in actual operation.

The relief valve on hot water heaters must not be tampered with but must be tested under pressure once a month by being raised from their seat when equipped with levers for this purpose. Defective safety valves on boiler must be reported to the Borough Plant Manager, and the boiler taken out of service until the safety valve has been repaired or replaced.

Safety valve gags must be available for the New York City Department of Buildings hydrostatic test. Gags must be removed from the safety valves after the test has been completed. Safety valve gags should be tagged and stored in custodian storeroom or similar place.

The Custodian shall keep the low water alarm and cut-off clean and adjusted. The Custodian shall periodically remove, clean and reinstall pressure gauges. Damper regulators shall be used where provided. Zinc plates shall be used where provided.

- f. Grates. Grate bars and leaves shall be replaced by the Custodian where available.

Annual Test, Inspection and Lay-up. The Custodian shall at the end of the heating season proceed to test, inspect, overhaul and clean, all the mechanical and electrical equipment of power and heating plants (except that portion that is necessary to operate after May 1st) and, in addition, the entire boiler room in the following manner.

Before taking equipment out of service for laying up, all auxiliaries, accessories and controls, such as safety valves, water column, low water and high pressure cutouts, smoke alarms, fire eye, tricocks, automatic water feeders, injectors, stack switches, reducing valves, etc. shall be tested under working conditions. Defective or sluggish operation equipment that cannot be readily repaired by the Custodian during the lay-up period shall be listed for inclusion in report.

The Custodian shall, at the end of the heating season, test, inspect, overhaul, clean and make minor repairs to the boiler. When the boiler is put out of service all soot deposits shall be removed from boilers, flues, chimney bases and back connections; ashes shall

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be removed from pits; clinkers shall be removed from side and bridge walls. All manhole and handhole plates shall then be removed and the boiler thoroughly washed out and cleaned.

The Custodian shall make a careful examination of the interior of the boiler, listing all defects noted. The Custodian shall then notify the Borough Plant Manager that the boiler is open for his inspection. After the Manager has made his inspection the Custodian will then replace the manhole and handhole plates (using new gaskets and fill the boiler with water and chemically treat).

Oil Burners. The Custodian in a building have oil burners shall keep them clean, make all necessary adjustments and make minor repairs.

Filters, Burner tips, rotary caps, nozzles, etc, shall be cleaned daily. Control boards shall be used fully for the purpose intended. All controls shall be kept in service at all times.

Test, such as Carbon Dioxide tests, shall be conducted regularly as directed by the Deputy Director.

The Custodian shall clean strainers in pumps and piping daily. Relief and Pressure reducing valves shall be kept in proper adjustment and operation at all times. Damper setting shall be changed to meet varying conditions.

Vent lines for 011 storage tanks shall be kept clear at all times. The use of sludge dissolving or other dopes and treatments designed to improve the burning of fuel oil shall not be used unless specifically approved by the Deputy Director. Oil in the tanks shall be kept at about 95 degrees F., or as required by the Department of Air Resources.

Pumps and Tanks. The Custodian shall keep pumps in adjustment to prevent excessive leakage, repack stuffing boxes, etc. He shall examine all valve and control mechanisms and make the necessary adjustments and minor repairs.

Vacuum pumps shall be kept running after heat has been shut down to thoroughly drain the system. Air compressor tanks shall be drained periodically.

Firing Boiler.

- a. Smoke Control. The Custodian shall comply with current regulations of the Department of Air Resources. In the operation of fuel oil burning equipment special care must be taken to prevent smoke when starting up.

Spark arrester screens should be inspected at regular intervals and maintained in good condition. The Borough Plant Manager shall be notified by the Custodian of any condition beyond his control, that causes the production of excessive smoke. Gas Burners or after burners in incinerators shall be operated in accordance with established procedures. All equipment required by the Department of Air Resources will be in operation whenever incinerator is fired.

- b. Combustion Controls and Indicators. The Custodian shall clean, adjust, regulate all combustion controls, regulators and indicators.
- c. Coal Burning Boilers - Banking Fires. Fires shall be banked each day as soon as practical. When banking a fire a "bright spot" must always be left to ignite the volatile gases given off by the fuel bed, to prevent dangerous flarebacks or explosions. The dampers must be set so that all products of combustion will be carried through the boiler and up the chimney and not escape into the boiler room. The main smoke damper must be partly closed (but not gas tight) and the check draft door on chimney side of such smoke damper must be fastened as wide open as experienced shows to necessary. Leaving firing doors or check draft door in boiler setting open with banked fire is forbidden.

Starting Banked Fires. Before disturbing banked fires, when starting up boilers, the Custodian must assure himself that the water level in boilers is at the safe level, by blowing out water gauge and by using try cocks on water column to verify such level.

He shall ascertain, by observation, that all blow-off cocks and valves are closed and that the valves in the circulating pipe, connecting the surface blow down with the bottom blow-off, is wide open. This valve in the circulating line is to be closed only when blowing down.

Removal of Ashes, Position of Grates. Ash pits shall be kept free from accumulation of ashes and cinders which may damage the grates. The flat sides of revolving grates shall be kept up top. Ashes shall be removed from the building regularly and not allowed to accumulate in the boiler room or coal bunker.

- d. Stokers and Blowers. Stokers and controls shall be kept in good adjustment. The Custodian shall clean and adjust forced draft blowers.

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- e. Oil Burning Boilers. The Custodian shall be responsible for providing graining and supervising competent personnel to operate all oil burners. He shall be held responsible for economical and efficient operation within the limitations of the plant provided.

The Ventilating Plant. All ventilating apparatus shall be kept in operation during occupancy of the building. The Custodian shall maintain, adjust and make minor repairs to the equipment and report needed major repairs to the Borough Plant Manager,

Ventilating Apparatus. During the summer vacation period, indirect heating units shall be thoroughly inspected and cleaned. Traps, ductstats, humidstats, etc., shall be checked to insure that they are in good working order.

During the summer, renewable filters shall be replaced. Permanent filters shall be completely overhauled, cleaned out and new filtering oil or other media installed.

The Custodian shall clean and adjust humidifiers at frequent intervals.

Central System. Fans, engines and motors shall be kept cleaned, adjusted and oiled. The Custodian shall keep ducts and registers clean and free of all obstructions.

Toilet Ventilators. The Custodian shall keep individual toilet ventilators in operation at all times when the toilet is open for occupancy.

Engines, Turbines, Pumps, Compressors, etc.

Packing Belts, etc. The Custodian shall replace gaskets on cylinder heads and steam chest covers; repack pumps, piston rods, valve rods, plunger rods, all valves, steam trap boxes, etc. The Custodian shall keep belts properly adjusted and replace defective pulleys and belts.

Annual Test, Inspection. Lay-Up.

- a. Cylinder head, steam chest covers, valve chambers, casings, etc. shall be removed and inside surfaces examined for scoring, wear or other defects. Governors and valve mechanisms shall be dried and given a coat of heavy oil or grease. Bearings and oil reservoirs shall be drained, cleaned and refilled with oil. Lubricators shall be cleaned and repaired.

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- b Packaging shall be inspected and renewed if necessary. Piston rods, valve rods and other bright metal parts shall be wiped clean and oiled. Flat belts must be removed from pulleys, cleaned and rolled up and placed in a cool dry place.

Refrigeration. Stock refrigerators, water coolers, large refrigeration units and cooling systems shall be cleaned, oiled and maintained by the Custodian to the same extent as other parts of the mechanical and electrical plant, unless otherwise provided for.

Plumbing.

Cold Water System.

- a. Piping, Valves, etc. The Custodian shall clean minor stoppages and repair minor leaks. Street shut-off valves shall be kept well oiled and free to operate. Important valves shall be kept tagged and located on a chart. House pumps and controls shall be kept packed, adjusted and maintained in operating condition. House tanks and float valves shall be kept in a clean and operating condition.
- b. Water Supply. Meters shall be read and recorded daily. Every precaution shall be taken in cold weather to prevent the freezing of pipes and other apparatus. The Custodian shall drain branch connections to outside hose cocks when in danger of freezing.
- c. Fire Protection System. The Custodian shall have the responsibility for having hose, nozzles, racks, etc. replaced as necessary. The Custodian shall cooperate with the Fire Department in making standpipe tests. Fire hose shall be inspected regularly.

Fire Pumps shall be tested as prescribed by the Fire Department. Siamese connection shall be kept painted in prescribed color schemes. Roof tank or pressure tank shall be kept in operating condition. Fire hose and cabinets shall be kept neat and orderly. The sprinkler system shall be tested monthly. The Custodian shall have the responsibility for having the leaking or defective sprinkler heads replaced.

Hot Water System.

- a. Temperature to be maintained. Where possible, water temperatures to stop sinks and lavatories should be reduced to 100 degrees F. Temperatures for water to cafeteria kitchens must be maintained at Board of Health requirements.

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- b. Storage Tanks. The Custodian shall have storage tanks opened up and cleaned every summer. The Custodian shall see that storage tanks are provided with thermometers, relief valves and vacuum breakers, all in good working order. Storage tanks and heaters shall be blown down monthly.
- c. Domestic Hot Water. Domestic hot water boilers and controls shall be given the same care and maintenance as heating boilers. The Custodian shall see that the domestic hot water circulation system is in proper operating condition.
- d. Thermostat Mixing Valves. The Custodian and unauthorized persons are forbidden to tamper with or to attempt, in any way, to adjust internally or reset thermostatic mixing valves; in case adjustments or repairs to there to become necessary, due notice thereof must be sent to the Borough Plant Manager.

Plumbing Fixtures.

- a. Water Closets and Urinals. The Custodian shall clear minor stoppages and shall replace toilet seats bumpers; he shall adjust or replace flush valves and flush tanks.
- b. Wash Basins, Sinks and Drinking Fountains. The Custodian shall adjust or replace drinking fountain bubblers, faucets, compress washers, etc.
- c. Miscellaneous. Soap dispensers shall be kept in operating condition by the Custodian and replaced if necessary. The neutralizing tanks for laboratory sinks shall be kept in operating condition

Soil, Waste and Vent System. The Custodian shall clear minor stoppages. The Custodian shall make temporary repairs to piping.

The Custodian shall have the responsibility to see that house traps shall be opened and inspected regularly. Grease traps shall be cleaned daily if required. Sump pump, sewage ejectors and pits shall be kept operating at all times and inspected daily. Cesspools where still existing shall be inspected regularly. Exterior drain inlets and catch basins shall be inspected and kept clear of sand and litter. Floor drains, waste funnels, roof drains, shall be kept clear and provided with screens.

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Gas System.

- a. Piping and Valves. Street shut-off valve key shall be kept accessible. Piping no longer in service should be disconnected at the source. Such conditions should be called to the attention of the Borough Plant Manager.
- b. Gas Ranges. The Custodian shall see that grease catching screens in range hoods over cooking stoves, etc. are kept in place while cooking operations are going on, and that they are kept clean. The range hood exhaust fan shall be in operation whenever the range is in use. There is a code requirement, that range hoods and filters must be cleaned quarterly and a record thereof maintained.

Where ranges, ovens, etc. are fitted with pilot lights, neither the cock on the main gas service nor the quick closing or solenoid valve in the individual room will be closed except when equipment will not be in use for extended periods (summer recess, etc.). Solenoid or quick closing valves are intended only for emergency use.

Steam smothering line, fusible links, fire dampers, etc. shall be inspected periodically to insure that they are in good operating condition at all times. Section of exhaust duct adjoining hood shall be cleaned out at least once a year.

- c. Meters. Gas meters shall be read and recorded daily. Swimming Pool.
 - a. Operation and Records. The Custodian shall operate the swimming pool and equipment in accordance with the schedule set up by the Principal, who shall be notified of any necessary interruption in service. A complete report of all such shut downs shall be made to the Principal and entered in the log. The Custodian shall cooperate with the Swimming Instructor and have him sign daily reports, indicating the time pool was in use, also the number of bathers. Volume of new water added, temperature of the water and air, time pumps and filters are in service, time the filters are washed, time when bottom and sides of pools are cleaned, the amount of chemicals used and the results of all tests shall be recorded.
 - b. Precaution and Inspection. The Custodian shall see that all swimming pool equipment is in safe operating condition. If it is unsafe he shall shut down use of the pool. When tests show excessive bacteria or B Coli, he shall also suspended the use of the pool at once and shall not permit its use until subsequent test s show the objectionable condition has been corrected.

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Whenever the pool is empty, the entrance of unauthorized persons must be prevented. The Custodian shall confer with the Swimming Instructor before opening up pool.

- c. Purification, Chemical - Chlorination. The addition of chlorine shall be regulated to maintain a residual chlorine to counteract pollution. Pool water shall be kept with a chlorine reading in accordance with the New York City Health Code.

Alum and Soda Ash. Free ammonia or free alum in pool water shall not be allowed to accumulate in concentration exceeding 0.3 ppm. The soda ash tank shall provide enough alkalinity to maintain a pH value in the range in accordance with City Health Code.

- d. Purification, Mechanical - Circulators, Pumps. The Custodian shall operate the circulating equipment in a manner to obtain complete circulation of water.

Filters and Hair Catchers. Filters and hair catchers shall be maintained and cleaned at least once a day.

Scum Troughs, etc. Visible dirt on the bottom of the pool shall be removed once or twice a day depending on use. Scum or floating matter on the surface of the pool shall be removed after each use. Scum troughs shall be cleaned daily. At all times the pool is in service, water shall be kept clean with a light blue-green tinge. In accordance with Article 165.19(d) of the New York City Health Code the water in a pool shall be sufficiently clear when in use to permit a black disc, six inches in diameter, on a white field, placed at the bottom of the pool at the deepest point, ten feet from the sides to be clearly visible from the runaway around the deep area of the pool.

- e. Water and Air Temperature. The water temperature in the pool shall be kept between 73 degrees F. and 74 degrees F. in the winter and 68 degrees F. in the summer, and the temperature maintained at about three degrees (3 degrees F.) higher.

Electrical.

Meters. Electrical meters shall be read and recorded daily.

Panels, Wiring, Fixtures, etc.

- a. Panels shall be kept properly fused and protected. Motor controls and safety switches shall be kept accessible.

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- b. Wiring systems shall be inspected for overloading, burned insulation, etc. Faulty conditions shall be reported to Borough Plant Manager. Only approved connectors shall be used in connecting motors, fixtures, etc.
- c. The Custodian shall replace glass shades or glass panels promptly, including those in both interior and exterior fixtures. Report broken or missing fixtures.

Motors, Generators, Blower Fans. Suitable precautions shall be taken to prevent and protect electric equipment from all grease moisture and dust. Bearings, all reservoirs shall be drained, cleaned and refilled. Bearings shall be checked for wear. Brushes, brush rigging commutators and all current collecting parts shall be checked. Rheostats and other starters must be checked and the tightness of all connections checked.

- a. Lubrication and Maintenance. Oil or grease cups shall be kept properly filled and be inspected daily. Minor repairs, adjustments and parts replacement shall be done by the Custodian.
- b. Care of Controls. Rheostats, auto starters, magnetic, drum and all other manual or automatic motor starters and speed regulators shall be cleaned and inspected at periodic intervals . Minor repairs and adjustments shall include the smoothing of contacts, tightening of loose connection, checking the free operation of all moving mechanisms such as overload and low voltage release, dash pot pistons, shafts, can links, etc. Dash pot and pan oil shall be kept at the proper level for good operation. Faulty conditions shall be reported to the Borough Plant Manager.
- c. Brushes and Commutators. The Custodian shall see that the brushed of dynamos and motors are kept in proper alignment, with good spring tension contact with commutator and free from sparking. Commutators shall be kept clean and free from dirt and grease. In cleaning commutators, only No. 00 sandpaper and cloth as free from lint as possible be used; under no circumstances shall emery cloth be used.
- d. Belts. The Custodian shall adjust tension and replace defective belts and pulleys, if possible.

Portable Electrical Equipment. Electrical eraser cleaners, vacuum cleaners, scrubbing machines, waxers, etc. shall be maintained by the Custodian.

Lamps and Fuses. The Custodian shall be responsible for replacing burnt out lamps and blown fuses, and shall keep on hand a reserve supply of the various sizes.

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Lighting fixtures should be equipped continuously with lamps of sizes to correspond with the lighting survey of the building, as prepared by the Department of Water Supply, Gas and Electricity, a copy of which should be kept by the Custodian for ready reference. Vigilance shall be exercised to prevent the theft or unauthorized removal of lamps.

Low Voltage Installations.

- a. The Custodian shall be responsible for all circuits that affect the building's operation.
- b. Contacts on bells shall be kept sanded and adjusted. Bells shall be lubricated where required.
- c. Fire Alarms shall be tested daily and kept in operating condition.
- d. Electric Clocks shall be kept synchronized with program bells.
- e. The Custodian shall recharge, add water if necessary, and test storage batteries. He shall replace dead dry cells.

Elevators.

General. The Custodian is responsible for the care and maintenance of elevator equipment. He shall see that the equipment is safe in all respects, in good mechanical condition and with all automatic safety devices in operating condition. An elevator shall not be loaded beyond its rated capacity and only competent employees shall be assigned as operators. The Custodian shall provide for the necessary cleaning, oiling, greasing, minor adjustments and minor repairs of all elevator apparatus. The Cars shall be kept well lighted and the lights kept on at all times the car is in service.

Where elevators are serviced under maintenance contract, the Custodian is responsible for notifying Elevator Service Contractor and Central Shops when service other than routine maintenance is required.

Inspections, Tests, Accidental operation of Safeties. Once each month the Custodian shall make a test of elevator "safeties" under the care examining them from the pit. Governor flyballs shall be lifted until rope grip is released, noting if auxiliary switch is functioning properly.

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In case a care safety is accidentally "sprung" the Custodian shall be responsible for getting the passengers out and see that the elevator is again in a safe condition before permitting its further use. He shall at once report the facts of such accidental springing of safety by telephone to the Borough Plant Manager following such action immediately by a written report.

The Custodian shall make a daily inspection of the elevator pit and machine. To ascertain if they are functioning properly, he shall examine all bearings, lubricating devices, brushes, commutators, brakes and controller.

Once a month, the Custodian shall inspect the shaft checking ropes, limit switches, buffers, rails, rail brackets and walls. Hoistway doors and interlocks shall be checked to determine if the doors lock securely or can be opened without lifting the latch or if the car can be moved with the door partly open.

Before school closes in June, the Custodian shall make a complete inspection and check all elevator equipment to ascertain its operating condition and the need for repairs or adjustments. He shall survey all equipment in the machine room, shaft, pit and car.

To insure that all elevators are in good operating condition for the school year, the Custodian shall inspect all equipment and safety devices early in September before school opens.

Reports and Logs. The Custodian shall keep a record of cable renewals, including type, kind, size, length, etc. He shall keep records of the amount of time the cares are in use. The log shall show inspections, accidents, unusual incidents, etc. The Custodian shall submit all records of the amount of time the cars are in use.

Use of Elevator Hoist. No outside Custodian shall be permitted to use or operate any hoist or elevator without permission from the Borough Plant Manager and with provision that a competent person must be assigned to operate such hoist.

Overloading of elevators and hoists must be carefully avoided under any and all circumstances. On hand-operated hoists great care must be exercised in lowering loads. Assistants must be taught how to properly use hoists.

The main power switch of all elevators must be opened when there is no member of the Custodial force present in the building. Elevators that do not have an alarm or telephone to the outside of the building must not be used unless two or more people are in the building.

Motors, Generators, Controllers, Limit Switches, etc.

- a. The Custodian must clean armatures and commutators as necessary. adjust and replace brushes when needed, and examine and lubricate bearings weekly.
- b. The Custodian shall drain and flush gear case and bearings yearly. He shall examine thrust bearings and report excess play.
- c. The Custodian shall clean controller twice weekly. He shall maintain contacts and keep connections tight, check switch resistance for sequence.
- d. Limit switches shall be cleaned. Oil cam rollers; use as protective device only. Safety at bottom of car, also tension sheave shall be cleaned and oiled. Door and gate switches shall be cleaned and lubricated frequently. Check daily.

Brakes. Brakes shall be inspected daily and kept clean and in operating condition at all times.

Car and Counterweight Shoes and Rails. Clean and lubricate frequently. Guide shoes shall be inspected and worn shoes shall be reported for replacement. Replace worn gibbs or liners. Adjust adjustable shoes. Check guide rails for wear and alignment.

Cables, Drums, Sheaves. Check, clean and if required, oil cables. Check for equalization and tension and adjust. Check for broken wires, external wear and corrosion monthly. Check traction sheave grooves for wear. Inspect and lubricate overhead bearings frequently.

Sidewalks Hoists. Hoist shall have the same general care as for elevators. Lubricate frequently. Lubricate chain links. Avoid use of split links in chains.

Dumbwaiters, Electric. Same general care as elevators.

Escalators and Moving Stairs. The Custodian shall be governed by current procedures concerning the operation and maintenance of Escalators and Moving Stairs.

Central Vacuum Systems. The Custodian shall replace defective or missing outlet connection. He shall maintain vacuum systems to the same as other parts of the mechanical plant.

Section 3.

Care of Architectural and Structural Features. The Custodian shall be responsible for the maintenance, minor repairs, etc. of the architectural and structural part of the buildings within the capabilities of the custodial staff. Outlined below are typical items which the Custodian shall address.

Grounds.

Grading. The Custodian shall fill in small depressions due to sinking etc. He shall spread top soil in limited quantities.

Seeded Areas, Trees, Shrubs. Lawns, terraces hedges and plots shall be kept watered and trimmed at all times. The ground around shrubs shall be kept edged and cultivated. The grounds shall be seeded and fertilized as necessary to keep all plantings in good condition. Grass shall be kept cut and edged. Weeds shall be removed in unseeded areas.

Yards and Play Areas, Unpaved. The Custodian shall keep cinder covered and similar areas in a near and even surfaced condition.

Athletic Fields. The Custodian shall so maintain the athletic field including grandstand, field houses, fences and other appurtenances, that the entire premises present a neat appearance, and is serviceable and safe for players and spectators.

In the Spring, the entire field and track shall be cleaned up, raked, rolled and otherwise made ready for use. It shall be gone over as necessary so that the each day's wear and damage shall be repaired.

Grass seed as supplied by the Board of Education shall be sown in the fall and thin spots resown in the spring. Grass shall be cut regularly, kept free of weeds, sprinkled and fertilized as needed.

Tracks shall be kept level, free of stones and springy by the even distribution and addition of cinders from time to time. Jumping and vaulting pits shall be spaded or raked daily and kept filled with sand or sawdust.

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Baseball diamond, tennis courts, etc., shall be kept smooth and free of stones. All field marking such as foul lines, side lines, goal lines, standard lines on tennis courts etc., shall be kept fresh and clear. Expansion joints in concrete tennis courts shall be kept free of weeds.

Toilets, shower baths, storage spaces, rest rooms, locker rooms, boiler rooms, etc. shall be cleaned after use and kept in good condition as set forth for similar spaces in school buildings.

The stands shall be kept neat and clean at all times. Paper shall be picked up and they shall be cleaned thoroughly after use. Backstops and goal posts shall be kept in repair and painted.

Structural Steel. The Custodian shall include the inspection of all exposed structural steel in his regular building inspection and shall report any condition which might affect the structural safety of the building.

Concrete.

Sidewalks, Paved Areas, Courts. The Custodian shall make minor repairs such as filling in holes in concrete sidewalks, etc. He shall keep expansion joints free of weeds.

Pits. Trenches, Areaways, Vaults. Drains shall be kept clear.

Mason Work.

Brick Walls. The Custodian shall regularly inspect exterior walls and report any need for waterproofing, evidence of settlement cracks, etc.

Stone Trim, Exterior Steps. The Custodian shall regularly inspect building exterior for loose copings, belt course, sills and for loose or broken steps, etc. The Custodian shall also inspect for caulking for waterproofing. The Custodian shall clean, if within his capabilities, any condition affecting the architectural appearance of masonry trim such as rust stains, discoloration from oxidized copper, etc.

Furring, Plastering, Acoustic Ceilings.

Plastering. The Custodian shall repair all defects.

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Acoustic Tile. The Custodian shall reset loose tile and also replace the missing ones.

Tile, Marble and Slate. The Custodian shall reset loose tile or fill temporarily with Plaster of Paris if within his capabilities. Marble finish shall be properly maintained. Ties, dowels, clamps, hardware. etc. shall be kept secure.

Terrazzo, etc. Terrazzo finish shall be properly maintained.

Miscellaneous Iron. Miscellaneous iron items shall be kept secure. The Custodian shall make minor repairs if practical on iron and metal such as the following:

Manhole covers, coalhold covers, corner protection, bent steel plate, grilles, steel structural channel door frames, etc., checkers plates and frames, wire mesh partitions, guards and screens, vault doors, access doors, iron grates and fences, hand rails, guard rails, fire escapes, outside stairs.

Roofing and Sheet Metal Work. The Custodian shall be responsible for minor repairs if practical at times, such as the following:

Roofing. including built-up roofing, slate, tile, traffic top finish; and copper or sheet metal flashings, gutters scuppers, leaders, metal fascias, cornices.

Steel Door Frames, Hollow Metal Doors. The following items shall be kept secure and in minor repair and the finish maintained.

Steel door frames (bucks), hollow metal doors, borrow lights, special door assemblies, ventilating louvers, etc.

Metal Windows. The Custodian shall make other minor repairs, where practical.

Steel Partitions, Steel partitions (toilet, urinal, shower), office partitions, etc., shall be kept properly maintained.

Carpentry and Millwork. The Custodian shall maintain and make minor repairs on the following items.

- Wood wardrobes, cabinets, display cabinets, etc.
- Exterior doors and frames.
- Wood windows. The Custodian shall replace sash chains or cord, where practical.
- Interior doors and transoms. These shall be kept adjusted.
- Shelving, bulletin board, hook or nailing strips.
- Molding and trim, insect screens.
- Wood panels, wood partitions, including those for toilet stalls and offices.
- Blackboards and chalk troughs.
- Tool closets, book shelves.
- Wood floors. The use of floor oil has been discontinued.
Wood floors may be treated with an approved floor sealer.

Glass and Glazing.

Monthly Glass Breakage Reports. The Custodian shall make a report of the breakage and replacement of glass as directed.

Glass Replacement by the Custodian. The Custodian shall replace and re-putty all broken pane glass in windows, transoms, cabinets, bookcases, etc.. unless specifically relieved of certain items by the Borough Plant Manager. Such glass replacements shall be made by the Custodian as needed and a daily record of all breakage and replacements kept on file.

The Custodian shall not permit glazing which is his responsibility under this specification to accumulate. The glass must be replaced promptly after it is broken.

The Board of Education shall supply replacement glass. Such glass includes: polished plate, polished wire, rough wire, obscure (ribbed, hammered, frosted, fluted, florentine), tempered, plastic, miscellaneous (cathedral, leaded, etc.). Major breakages must be reported at once by telephone to the Borough Plant Manager's Office and to the local Police Precinct.

Hardware. The Custodian shall replace, maintain, lubricate where applicable, adjust and make minor repairs and replacements on the following typical items:

Toilet paper holders, butts and hinges, floor hinges, push and pull bars, panic bars, door checks and holders, kick plates, bumpers and stops, sash lifts and fasteners, door and drawer pulls, locksets and latches, brass and bronze work, tablets and plaques, transom and window operators. etc.

Soft Flooring. The Custodian shall maintain and, if practical replace and make minor repairs on: Asphalt tile, linoleum, carpets and rugs, rubber mats and matting, etc.

Metal Cabinets: The Custodian shall maintain and make minor repairs on: Wardrobes, cabinets, dressers, counters, drawers and shelves, stock steel shelving, mirrors, etc.

Kitchen and Laundry Equipment. The Custodian shall maintain and make minor repairs on kitchen equipment and laundry equipment except in cafeterias.

Laboratory and Shop Equipment. Laboratory equipment and shop equipment shall be maintained by the Custodian, including minor repairs, except in High Schools and Vocations High Schools.

Furniture, Furnishings and Equipment. The Custodian shall maintain, make minor repairs to, and remove or replace as directed by the Deputy Director, furniture, furnishings, and equipment. These include such items as: seats and desks, moveable furniture, glides, window shades, special equipment, waste receptacles, curtains and drapes, office furniture and equipment, etc.

Miscellaneous

Flagpoles and Flags. The Custodian shall repair and replace flags and halyards where practical.

Playground Equipment. The Custodian shall make minor repairs to basketball stanchions, stands, bleachers, benches, etc. Any equipment which is unsafe shall be REDLINED by the Custodian until it is put in safe operating condition.

Section 4.

Outside Contracts and Repairs.

General Responsibilities of the Custodian. The Custodian has a general responsibility to inspect his building and report the need for major repairs; to be familiar with various procedures in getting repairs done, to advise the Principal on technical matters, to be familiar with and observe and examine the repair work in progress, to enter pertinent contract data in the building log, to coordinate operation with repairs so as to provide essential services to cooperate with mechanics and custodians to expedite the work, to report progress of repairs and maintenance work, to cooperate in making "punch lists" as the contract nears completion showing defects and omissions in the work done, and to report defects developing within guarantee periods, etc.

Requests for Repairs. Major repairs should be requested in accordance with current procedures.

- a. The Custodian should normally submit his requests to his Borough Plant Manager on P.O. #18 Forms. Signature of Principal on forms is required.
- b. Special requests. For replacement of boiler tubes and exterminating service. Custodian is to submit the request directly to the Borough Plant Manager.

Observation and Examination of Repairs, Alterations. Modernization and Improvements. The Custodian shall examine and keep in close touch with all work done on the school premises. Such work as boiler masonry repairs, etc., the actual conditions of which is difficult to determine by inspection after completion, shall be carefully watched by the Custodian.

Neglect of outside contractors to comply with the specifications or the use of inferior, second hand or defective material or bad workmanship shall be reported by the Custodian to the Inspector in charge with copy to the Borough Plant Manager.

In connection with Emergency Orders (oral orders) the Custodian shall keep an exact record of the time spent by mechanics on each job and shall certify to such time on forms provided.

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Dismantling of Equipment. The Custodian shall not permit any outside Contractor or shop mechanic to dismantle or disconnect any machinery, piping or other part of the plant that may seriously interfere with the proper heating, lighting, sanitary or other essential service of the building during school sessions without first notifying the Principal and the Borough Plant Manager. Normally such work should not start until the necessary new materials to complete the repairs have been delivered to the premises and are ready to be installed.

Cooperation with Outside Contractors, Mechanics and Inspectors. The Custodian shall fully cooperate with outside contractors, mechanics, inspectors, etc., who are responsible for work in the building, to expedite completion of the major repairs, to make available such facilities as are necessary to get the work done and to take care of any required administrative work. The Custodian shall assist when necessary in scheduling the work in preparing "punch lists" etc.

The Custodian will receive a copy of specification and copy of the order issued to the outside contractor, which will indicate the time limit that applies to the job. He shall notify the Borough Plant Manager if the Contractor does not start the work in accordance with the following schedule:

If the time limit in the contract is less than 20 days.	Notify the Borough Plant Manager at the expiration of time limit.
If the time limit is 20 days.	Notify the Borough Plant Manager on the 10th day.
If the time limit is over 20 days but less than 60 days.	Notify the Borough Plant Manager halfway through the time allowed.
If the time limit is over 60 days.	Notify the Borough Plant Manager at the end of 30 days.

Collusion with Outside Contractors. There shall not be no collusion between the Custodian and any Outside Contractors. Neither the Custodian nor any of his employees shall accept any fees or gratuities from Outside Contractors for any work or service except as specifically authorized by the Board of Education. An example of such exception is listed in the following paragraph.

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Custodian Compensation in Connection with Overtime Work by Outside Contractors. Outside Contractors, requesting and receiving permission normally from the Deputy Director to perform work in buildings under the jurisdiction of the Board of Education on Saturdays, Sundays, Holidays and before or after the regular hours of duty on business days, will be required to pay the Custodian for the duly authorized extra services entailed, compensation in accordance with schedule approved by resolution of the Board of Education and detailed in the front of this specification.

No Custodian undertaking to perform the extra work provided shall directly or indirectly receive or accept any compensation for such extra work at a rate in excess of that provided in the schedules. The established rates shall be the total compensation a Custodian is to receive for keeping the building open outside the regular hours in connection with the operation of Outside Contractors working in Board of Education buildings.

Cleaning up after Outside Contractors: Disposal of Savings. Neither the Custodian nor his employees shall accept employment to clean up debris (left by Outside Contractors) after outside contract work.

The sale of left over (salvage) materials by the Custodian is not permitted.

Work by the Repair Shops.

Requests for Work. Requests for work to be accomplished by mechanics from the Repair Shops would normally be submitted by the Custodian to the District Plant Manager, said request having approval of Principal. The Area Maintenance Office after screening such requests will decide whether to forward the request to the Repair Shops.

Repair Shops Work Orders. The Custodian shall not request shop mechanics to do or omit any work not so indicated on the work order. The Custodian shall keep a record of the time spent in his building by shop mechanics and shall certify same on forms provided for this purpose. The Custodian shall complete all forms required by the Manager of Repair Shops in connection with work in his building and shall make appropriate entries in the Building Log concerning such work.

Relationship with Shop Mechanics. The Custodian shall cooperate with mechanics from the Repair Shops and shall provide required facilities to expedite the completion of their work. The Custodian shall not attempt to direct the activities of such mechanics, but he may and should report any exceptions he feels justified to the appropriate authority.

Outside contract Work by the Office of Building Services.

Emergency Orders (Oral Orders). The issuance of Emergency Orders will normally be limited to repairs of extreme urgency, such as work that must be done in the shortest possible time to safeguard life and limb or property. Request for such orders may be made verbally by the Custodian when circumstances warrant this procedure but such verbal request must later be confirmed with an emergency P.O. #18 Form. Such requests normally should be made through the Borough Plant Manager, to the Area Office in the Office of Building Services, or to whomever otherwise directed in current procedures.

Since emergency orders can be issued to Contractors without competition, it is extremely important that the Custodian report the exact time spent by mechanics on the job together with a complete description of the amount and character of materials used. He shall certify to such time and material on forms provided for the purpose.

Inspections with Maintenance Inspectors. Once a year, or more often if directed, the Custodian shall accompany survey inspectors from the Office of Building Services on a joint inspection of the mechanical plant and other facilities to inspect hard to get at features as required and will bring to the attention of the appropriate survey inspectors items that are then in need of repair or attention.

Outside Contractors Working on Neighboring Buildings. Outside Contractors working on adjacent buildings or areas shall not be permitted to encroach on Board of Education property unless specifically authorized by the Office of Building Services or equivalent higher authority.

Cooperation with other City Departments. The Custodian shall cooperate with representatives from the Comptroller's Office in their inspection of new construction. He shall cooperate with the Department of Water Supply, Gas and Electricity, and other city officials having responsibilities in connection with School Construction. He shall cooperate with other Bureaus or responsible executives in the Board of Education.

Section 5.

Fire Prevention and Safety.

General. The Custodian shall exercise care and vigilance for the prevention of fires or accidents in the building and shall have established procedures for the custodial responsibilities in handling incidents. He shall instruct and supervise the custodial force in a safety program.

Precautions. The Custodian shall correct any condition of the building, grounds, or equipment which is hazardous or, if he cannot correct it, he shall report the condition to the Borough Plant Manager and the Principal. He shall take any necessary precautions by covering, roping off, barricading, etc., to temporarily safeguard hazardous conditions.

Daily Inspection. The Custodian shall include inspection for Fire Safety as part of his daily inspection.

Reports.

Accident. All accidents that occur on or about the school premises shall be reported immediately to the Principal. Serious incidents shall be reported at once by telephone to the office of the Borough Plant Manager. All accidents shall be reported in writing to the Borough Plant Manager. The Custodian shall also report to his insurance carrier if applicable.

Fires. All fires should be reported immediately to the Principal and by telephone to the Borough Fire Department Headquarters unless Fire Alarm has been rung, and by telephone to the Borough Plant Manager. Such telephone reports must be confirmed immediately thereafter by a written report to the Borough Plant Manager.

Withholding Information. All information concerning accidents must be withheld from all persons except:

- a. Known representatives of the Board of Education; and
- b. Representatives of the Corporation Counsel and of the Comptroller who will properly identify themselves by badges or other credentials.

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Forms. The Custodian shall use approved forms when provided for making reports.

Passages, Fire Doors, Encumbrances.

Doors and Gates.

- a. The Custodian shall see that the doors and gates of all exits are to be arranged as to be easily opened from the inside at all times during any occupancy of the building. It is not sufficient that only one-half of the door be ready for use and the other half fastened shut; both sections of doors must be free to operate. Fire Doors, screens, etc.. with visible links must be maintained so as to function for the purpose intended.
- b. The New York City Administrative Code, Section C26.286.0 reads: "b. Self-Closing and automatic doors and window and their operating devices shall at all times be maintained in working order. It shall be unlawful to obstruct, hold, or block open any such door or window as to interfere with or prevent is operating as a self-closing or automatic fire or smoke cut-off."
- c. The Custodian shall see that all exit doors are unfastened before the start of each school occupancy. If such occupancy is for only a part of the building, he needs open only those doors that are required form normal entrance and exit plus doors that could be used for emergency exit.
- d. All gates shall open out completely. They shall be provided with locks, and kept open and fastened back during school hours.
- e. Doors to stair enclosures and cross corridor doors must be fastened back during school hours or other occupancy. Dead locks are not permitted on exit doors and gates.
- e. Window screens must be unlocked during all periods when space is occupied, unless screens are equipped with Board approved catches which are readily openable from the room side. The approval must be a matter of record in the Custodian's logs or files.

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Exit Stairs. Corridors. Stair Lights. All stairways, landings, passageways, and corridors shall be kept properly lighted and free of furniture or any encumbrance that blocks, narrows or restricts the means of exit. Outside stairways must be kept clear of encumbrances and free of snow and ice.

Stairway handrails should be checked to see that they have not become loose.

Sidewalks. The Custodian shall keep the school courtyards, playgrounds and sidewalks clear of obstructions and shall not permit the occupation of any portion thereof by peddlers, hawkers, canvassers, bootblacks, loiterers, etc. He is cautioned, however, to ask the Principal to enlist the aid of the Police when Police functions are required to enforce this regulation.

Miscellaneous Safety Regulations. The following are typical safety precautions which shall be taken. See also check lists which are to be followed when making daily and other periodic inspections.

Stored Combustibles. etc.

- a. Painting Material. Paints, oils, turpentine, lacquers, colors, varnishes, stains and other paint material and painter's equipment shall not be stored or left open or unprotected in any hall, playroom, auditorium or other portion of the premises in use by pupils. This includes Outside Contractor's material.

Not volatile painter's material of any kind, excepting that in actual use by mechanics, shall be kept within the building at any time, in larger quantities than a total of twenty gallons unless specifically authorized by Fire Department permit. All handling of paint material shall be done in approved areas usually as indicated on permit.

Suitable locked bins shall be erected and maintained by the Custodian for the storage of paint material. Said bins or storehouses shall be located at locations as determined by the District Chief of the Fire Department.

Enclosures of fire resisting material with properents and self-closing doors, shall be used for the storage of the Custodian's oil, paint, etc. Such enclosures shall be kept locked.

- b. Combustible Cleaners, Waxes. Kerosene, naphtha, cleaning fluid, paint remover, naphthalene camphor balls and flakes, shall be stored only in fire resistant spaces. It is unlawful to store volatile inflammable oil such as gasoline or naphtha, in excess of one (1) gallon without a Fire Department permit, which is only obtainable for up to five (5) gallons for instructional purposes only.

Acids, Poisons, Exterminating Compounds. The Custodian shall keep acids, etc., securely locked in a metal cabinet not accessible to children.
- c. Sawdust and Raffia. Sawdust and Raffia shall be stored in enclosures of fire resisting material.
- d. Rags, Cotton Waste, etc. Waste and rags must be stored in a metal box or can with self-closing cover. Oil soaked waste and rags shall not be left lying around but must be deposited in a self-closing metal can and useless rags safely disposed of as soon as possible.
- e. Coal and Firewood. Coal shall not be piled higher than 18 inches from the ceiling or ducts, etc., under the ceiling. Firewood shall be neatly stacked away from boilers, incinerators, shafts, etc.
- f. Rubbish. Refuse, rubbish, waste, garbage, etc., shall be incinerated or removed from the building regularly and as soon as practical. Care shall be taken in the disposal of combustible waste, such as floor scrapings, naphthalene products, paints, waxes, oils, etc. Pending disposal rubbish shall be stored in an approved manner.
- g. Stored Furniture. The Custodian shall inventory and report stored furniture periodically as directed by the Deputy Director. Pending re-use in the school or removal from the building under proper authorization, the Custodian shall keep it stored neatly in the least hazardous locations.

The amount of spare furniture which may be stored in the basements of Elementary, Junior High and High Schools, has been established by the Department of Buildings with the approval of the Fire Department. The limit so established shall not be exceeded.

- g. Firearms. The Custodian shall not permit the possession, display or storage of firearms or ammunition on any part of school premises.

Fences and Protective Devices. The Custodian shall remove hazardous tips of spikes as directed by circular or if the job is too large, he shall report the condition. The Custodian shall not install barbed wire or any type of protective fencing of a hazardous nature. He shall not install any "booby trap" or device to discourage unlawful entries which could inflict body injury.

Scaffolds and Ladders. The Custodian should supply and properly instruct his employees on the proper erection and use of scaffolds. Emphasis should be placed on proper adjustment of legs to inclined surfaces and the proper placing of outrigger supports where more than one section is in use. The guard rail section should be in use at all time.

Condition of ladders should be frequently checked. Employees should not be permitted to use ladders that may have become defective. Replacement should be requested.

Christmas Trees, etc. The use of Christmas Trees, etc., in school buildings is restricted by law. These rules prohibit the use of Christmas trees, and cut branches of conifers or other non-fireproof greens in school buildings.

Broken Glass. The Custodian shall promptly remove hazardous broken glass from window's and interior partitions. He shall promptly clean up and safely dispose of broken glass which has fallen inside or outside the building.

Areaway gratings should be regularly inspected to insure that corrosion has not weakened them. Yard drain covers should be inspected regularly. If loose, they should be secured or temporary cover installed pending replacement.

Stage Settings. No curtains, drapery, scenery or stage fittings or special lighting may be installed or set up either permanently or for temporary use upon any auditorium stage, or else where in any school building, without the specific written permission of the Deputy Director. This regulation applies to individuals or organizations occupying the building under special permit, as well as to any type of school organization activity.

Gymnasium, Pool and Playground Equipment. The Custodian shares the responsibility of preventing the use of unsafe built-in athletic equipment.

Gas Leaks, Gas Ranges, Range Heaters. The Custodian shall take appropriate action to correct gas leaks. The illegal installation of gas ranges is prohibited.

Where ranges, oven etc., are fitted with pilot lights neither the cock on the main gas service nor the quick closing or solenoid valve in the individual room will be closed except when equipment will not be in use for extended periods (summer recess, etc.). Solenoid or quick closing valves are intended only for emergency use.

Hot Plates, Toasters, etc. Hot plates, etc., shall not be illegally installed.

Defective Electric Wiring and Equipment. The Custodian shall inspect for and take appropriate action concerning overloading wiring, illegal equipment cords, improper fusing, etc.

Coal Gas. The Custodian shall investigate the case of coal gas in the building and take appropriate action.

Hot Ashes. Hot Ashes must be kept clear of anything combustible.

Excess Floor Wax. The use of floor wax to the extent of creating a slippery floor is prohibited. The use of liquid wax with an inflammable solvent is discouraged.

Fire Fighting Equipment and Methods.

Fire Alarm System.

- a. Tests. The Custodian shall test the interior fire alarm system by turning in a alarm from an alarm box station before school hours each day and again before art\ duly authorized extra activity or other occupancy of the building. This apparatus shall be tested on Saturdays, Sundays, Holidays and during vacation if there is any occupancy. The Custodian shall turn in an alarm from a different box each time on a rotating schedule to insure that all boxes are tested at least once each month. The Principal and Borough Plant Manager shall be notified immediately whenever the alarm system is out of order.
- b. Turning in Alarms. Whenever a fire is discovered in a building, there shall be no delay in turning in an alarm on an interior alarm box station, to start evacuation of the building, and an alarm shall be turned in promptly to the City Fire Department. The Custodian and his employees shall assist in every way possible in the evacuation of the building, also to combat and isolate the fire until the arrival of the Dire Department who will then be in complete charge.

Fire Procedures

Procedures in the Event of Fires. Immediately after a fire alarm sounds, unless the Custodian has been notified in advance that a drill is to be held he shall proceed to shut down building services that would be hazard in fire and maintain those that would be of assistance in evacuating the building and extinguishing the fire, as follows:

Elevators. Elevators shall not be used in the event of a fire unless directed by the Fire Department.

Boilers. The fires should be banked and the pressure relieved on high pressure boilers unless the steam is needed for an essential service such as operating pumps, elevators, or generators. Similarly, valves in fuel oil transport lines shall be shut off at once.

Ventilating System. All ventilating fans on central duct systems for supply and exhaust shall be shut down at once and the dampers at the fans closed.

Gas. Illuminating gas shall be shut off at the cock on the main where the service enters the building.

Water. The Custodian shall see that all water piping is kept in service especially for fire standpipe and sprinkler system, that all tanks are full and the correct air pressure is kept in pressure tanks.

Standpipe System - Fire Hose Tests. The use of water to test fire hose is not recommended. The Custodian shall however, thoroughly visually examine all fire hoses regularly and take appropriate action when hose is found defective.

Water Supply Piping, etc. The Custodian shall cooperate with the Fire Department in making the prescribed standpipe tests.

Fire Extinguisher.

- a. Charging and inspection. The Custodian shall inspect all extinguisher daily to insure they are ready or use. Carbon Tetrachloride extinguisher are not to be used in school buildings. Any Carbon Tetrachloride discovered in the building should be discarded, forthwith. He shall inspect the seals of Carbondioxide extinguisher to make sure that they have not been discharged. If any of them need recharging, he shall take appropriate action.

Water type extinguishers shall be discharged and recharged once every six (6) months. They shall be recharged immediately after use at any time. The date of recharge shall be kept upon cards attached to the extinguisher. Extinguisher must be entirely emptied and thoroughly cleaned before recharging. Materials for recharging fire extinguisher are to be supplied by the Custodian.

- b. Protection. Fire Extinguishers shall not be exposed to a temperature lower than 40 degrees F. "Non freezing" compounds shall not be added to the contents of fire extinguisher.

Emergency Dismissals, etc. Fire Drills are the normal type of emergency dismissal. "Fire Drill" as used in this specification means any immediate dismissal from the building following the three-ring signal, or a substitute as established by the Principal.

Fire Drills. The Custodian shall take care of the specific duties and security responsibilities within the building assigned to the Custodian by the Principal, e.g., securing heating and ventilating equipment, shutting off utilities such as gas and electricity that may cause further damage, fighting the fire until the fire department arrives and containing the fire by closing off the area.

Vital Services. High pressure plants, oil burners, etc., must be serviced as required by law.

In the absence of a Principal, such as for extra activities, the Custodian shall see that rooms containing the means of giving fire drill signals or Fire Alarms, are kept open, or that such signals are accessible. The Custodian shall be certain that the use of fire drill signal apparatus is understood by his employees and that they know the regular signal and the Principal's substitute signals.

The parking of cars of members of the teaching or Custodial Staff of outsiders on school premises shall not be permitted except upon the written authorization of the Chancellor of Schools.

The Operating Plant. The Custodian shall be responsible for maintaining and operating the building plant in a safe manner.

Elevators shall never be operated unless all the safety devices are in proper working condition and in service.

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High Pressure Boilers. Shall be operated only by properly licensed personnel.

Moving Machine Parts, Electric Panels Belts, etc., must be protected by belt guards, guard rails, locked doors or other appropriate safety provisions.

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APPENDIX "G"

CUSTODIAL MAINTENANCE AGREEMENT

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CUSTODIAL MAINTENANCE AGREEMENT

THE MAINTENANCE AND PAINTING PROGRAM SHALL BE PERFORMED AS SPECIFIED BELOW.
THIS PROVISION MAY BE DISCONTINUED AT THE DISCRETION OF THE BOARD OF EDUCATION

The following is an agreement for better utilization of the custodial force in the maintenance area:

I. A. PAINTING

1. Paint metal risers and handrails in staircases once a year.
2. Paint toilet partitions and kick plates on doors once a year.
3. Remove or paint over, with matching colors, all accessible interior graffiti as soon as possible.
4. Paint concrete floors, where they have been previously painted.
5. Spackle the finish coat up to two square feet per wall area and wall paint over with matching colors as soon as possible. All plastering shall be the responsibility of the Board of Education.
6. All paint and related equipment will be supplied by the Board of Education.
7. Touch up painting will be performed as reasonably necessary on above items.

B. MAINTENANCE

Effective 7/1/88, custodians will perform interior maintenance painting of all Board of Education buildings. This agreement is not intended to replace any other painting program that may be required by the Board. One-fifth (20%) of the required painting in each building shall be completed each calendar year. Painting will be limited to walls to the height of 10 feet, or the picture molding (whichever is lower), radiator and convactor covers and related piping, doors, door frames, trim and exteriors of cabinets; all interior areas of buildings included in the square foot floor area schedule shall be included in this program except storeroom and equipment rooms. Auditoriums and gymnasiums will be painted to the 10 foot mark where practicable. The Board will provide and deliver to each building, appropriate supplies, latex paint and related equipment needed for this painting program at no cost to the custodian. It is understood that there will be areas in the building that will be excluded from this program because there is a need for excessive spackling due to water damage or because plastering is required. A method for reporting these areas will be devised and the required repairs and plastering work will be done by others, before and painting in such areas will be done by the custodian.

II. WINDOW SHADE REPLACEMENT

Custodians shall remove all broken and torn window shades and be responsible to install replacement window shades on an "as needed" basis. Shades and related hardware will be provided by the Board of Education.

III. PLUMBING AND STEAM FITTING

Custodians shall repair or replace the following items: toilet seats, faucet washers, bubblers, flushometers and internal parts; replace sink strainers, tail pieces and faucets; repack leaking valves; clear minor stoppages in toilet fixtures; replace defective air valves in steam fittings; and install trap elements in heating systems.

IV. GLASS REPLACEMENT

At present, requirements specify custodial responsibility for glass replacement to 12 steel sash windows, 22 aluminum sash windows and 45 wood sash windows per month. This will be increased to 20, 30, and 60 respectively. The size of glass or cut plastic panes will be increased from 45 to 60 united inches.

V. DOOR HAREWARE

Custodians will be required to remove broken standard surface mounted door checks and to replace them with new or reconditioned door checks, supplied by the Board of Education. They will also be responsible to repair or replace lock cylinders, hasps, door catches, vision panels, holdbacks and tighten hinges. All materials will be supplied by the Board of Education.

VI. FLOOR TILES

Custodians will replace missing floor tiles in school buildings up to a limit, per month, of:

<u>Square Foot</u>	<u>Number of Tiles</u>
0-100 M	75
101-200	150
201 and over	200

The Board of Education will provide mastic and replacement tiles and, where necessary, repair sub-flooring.

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VII. RUGS

Custodians will be required to tape or remove carpeting as necessary to prevent trip hazards.

VIII. CONCRETE

Custodians will be required to make minor repairs to damaged exterior paved surfaces with macadam or cement to prevent trip hazards.

IX. FURNITURE

Custodians will be required to replace missing or broken glides and to repair folding cafeteria furniture and auditorium opera seats.

X. ELECTRICAL REPAIRS

Custodians will be required to replace electrical switches, outlets and fuses (up to 60 amps) as needed.

XI. MAINTENANCE ADMINISTRATION

The custodian's administrative responsibilities will be expanded to include keeping an accurate separate accounting of the above listed maintenance repair items.

XII. This agreement contemplates the expansion of custodial responsibility, on a reasonably applied basis only, of maintenance, repair and replacement, as specified above, of reasonable accessible items. The Board of Education shall supply and deliver all tools and supplies to each building location. The custodian shall be responsible for each item of the maintenance work specified herein as supplies for each item become available.

The terms of this maintenance agreement shall replace and supercede the maintenance terms of the Rules and Regulations of the Board of Education or any other requirement applicable to maintenance required of custodians on the specific items covered herein.

XIII. Custodians will log the name of the contractor, the number of employees entering the site, and the specification number for the job in the building log book for each day a contractor is on the job.

Custodians will maintain a file of completed P.O. 18's which will contain the name of the mechanic performing the work, the date and the hours worked. This information will be contained on a carbonized copy of the first page of the P.O. 18 which forms will be made available by revision of the P.O. 18 by the Board.

