



Office of Labor Relations

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TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: RENEE CAMPION, COMMISSIONER

SUBJECT: EXECUTED CONTRACT: SCHOOL CUSTODIAN ENGINEERS

TERM: AUGUST 12, 2016 THROUGH JULY 31, 2020

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and 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 listed in Article I of said contract.

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

DATED: December 30, 2021



**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)

August 12, 2016 – July 31, 2020

22013

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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 performance of the custodial services required by the Department to be performed are 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

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 earnings of the Custodian Engineers; and

WHEREAS, the parties hereto have agreed to economic terms which are recorded herein effective August 12, 2016; 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:

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ARTICLE I
DEFINITIONS

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

1. "Year" shall mean the fiscal year.

2. "Executive Director" shall mean the Executive Director of School Facilities or his/her designated staff representatives. "Director of Facilities" shall mean Director of Facilities of Custodian Engineers and "Deputy Director of Facilities" shall mean Deputy Director of Facilities 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 XV 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. 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.
6. "Chancellor" shall mean the Chancellor of the City School District.
7. "Department of Education" shall mean the City Department of Education.

ARTICLE II

SALARIES

1. Salaries for Day School Services

A) Effective July 1, 2016, Local 891-represented Custodian Engineers' salaries will be based on the applicable salaries identified in Appendix A to the Collective Bargaining Agreement, as modified by the 2008-2016 MOA.

B) The salary schedule for newly hired Custodian Engineers shall continue. 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

<u>Effective Date</u>	<u>General Wage Increases</u>
i. January 1, 2017	2.00%
ii. January 1, 2018	2.25% compounded
iii. February 1, 2019	3.00% compounded

D) Lump Sum Payments stemming from the 2007 – 2009 round:

i)	7/1/15	12.5% (1/8 of the balance due as of this date)
ii)	7/1/17	12.5% (1/7 of the balance due as of this date)
iii)	7/1/18	25% (1/3 of the balance due as of this date)
iv)	7/1/19	25% (1/2 of the balance due as of this date)
v)	7/1/20	25% (representing the remainder of the balance)

Those employees who died while in active service from January 1, 2008 through June 30, 2020 shall be eligible for a single lump sum payment on their behalf equivalent to the amount they would have received if they had received 4% increases on 1/1/08 and 1/1/09, which had not already been paid.

E) 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.

Effective April 14, 2016, the Legal Defense Account contribution of \$200 per employee per year will be reallocated to the Annuity Fund. The Legal Defense Account provision in the side letter appended to this agreement shall no longer apply.

There shall be additional contributions made to the existing fund in the amount of \$1,000 per employee per year annuity, effective November 1, 2018.

Effective November 1, 2018, the total rate of contribution to the existing fund will be \$4,105 per employee per year annuity.

2. Educational Fund

Effective June 1, 2008, the employer shall contribute \$200 per annum per covered employee to the IUOE Local 891 Educational Fund. Effective November 1, 2018, the contribution shall be increased by \$65.06 per annum per covered employee. 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.

ARTICLE III CONTROLS

1. Other Financial Items

Custodial bank accounts will be closed and eliminated.

Custodian Engineer held worker's compensation insurance policies will be eliminated. The Department will absorb any costs associated with payroll audits by the NYSIF and any new costs associated with the transition to the not for profit as employer of custodial helpers.

Custodian Engineers will promptly request and participate in payroll audits by their worker's compensation insurance carrier once their insurance policy is cancelled. Custodian Engineers will surrender to the Department any refunds paid to them. The Department will bear the cost of any balance due the insurance carrier.

Custodian Engineers will be responsible, under the terms of the existing collective bargaining agreement, for any payroll or worker's compensation issues up to the day before employees are transitioned to the not-for-profit.

Processes that are currently managed financially through the Custodial Payroll system (e.g. – Permits, Space Sheets, DAR's, Audit, etc.) will be modified and integrated into the new financial management systems.

All deficits (from the inception of the use by the Department of 1099s to report CE compensation to the present) at the time of implementation of this agreement will be used to reduce the amount of current excess or otherwise waived.

The reimbursement for travel between merge building sites shall be eliminated. Travel reimbursement for other official business will continue consistent with other DSF employees.

2. Record Keeping

Custodian Engineers are responsible for following the applicable Chancellor's orders on 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.

3. Outside Employment

- A) Nothing in this collective bargaining agreement shall prohibit the Chancellor (or the Chancellor's designee) and/or the NFP from issuing directives related to second jobs in the school system for Local 891 Custodian Engineers. Such decisions shall not be subject to Local 891's grievance procedure or an improper practice claim from Local 891.
- B) All Custodian Engineers' who work for New York City School Support Services, Inc. ("NYCSSS") must perform work at times they are not required to perform services to the DOE. In order to also be employed by NYCSSS, Custodian Engineers must obtain written approval
- C) Custodian Engineers also employed by NYCSSS shall not use their DOE positions or titles to obtain any private or personal advantage for themselves or NYCSSS. Further, they may not use for private advantage or disclose any confidential information obtained as a result of their City employment.
- D) Custodian Engineers may not be involved, either at the DOE or at NYCSSS, in NYCSSS' business dealings with the City.

ARTICLE IV
RATINGS AND TRANSFERS

1. The parties will form a labor/management committee of equal representation to address the rating system in light of the overall systemic changes. Any changes will be approved by mutual consent of the parties.
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2. Transfers of Custodian Engineers

A) 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 XVI through the Grievance Appeals Committee, and the eligibility requirement of 20-year service for transfer to a high school is eliminated.

B)

- 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 I). 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 (BOE) Level I	1 - 5	0 sq. ft - 50M sq. ft.
	5+ – 10	51M sq. ft. - 75M sq. ft.
	10+	76M sq. ft. – 94M sq. ft.
Custodian Engineer (BOE) Level I with a refrigeration license	1 – 5	0 sq. ft. – 100M sq. ft.
	5+ – 10	101M sq. ft. – 130M sq. ft.
	10+ - 15	131M sq. ft. – 200M sq. ft.
	15+	201M sq. ft. +
Custodian Engineer (BOE) Level II	1 – 5	76M sq. ft. – 100M sq. ft.
	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.

(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.

3. Performance Evaluations –

A) Performance-Based Agreement

1) 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 C and the annual custodial building plan, which will supersede all conflicting prior Department orders and collective bargaining agreements.

2) Each Custodian Engineer shall have, at a minimum, the duties and responsibilities set forth in Appendix C. 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.

3) The CE in consultation with the Principal, will be responsible for establishing a building plan that will fit within that base Budget. If a new plan is not formulated, the prior year's performance plan 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

- 1) 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.
- 2) 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.

- 3) 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 B, 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.
- 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:

<u>Initial Evaluation Period</u>	<u>Collective Bargaining Increases</u>	
July 1 to Dec 31, 2016	January 1, 2017	2 %
July 1 to Dec 31, 2017	January 1, 2018	2.25 % compounded
July 1 to Dec 31, 2018	February 1, 2019	3 % compounded

4. 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.

ARTICLE V

HOURS

1. Hours

Employees hired into the Local 891 collective bargaining unit after May 1, 2016, may be assigned any of the following work schedules, at management's discretion:

6 a.m. – 3 p.m.

7 a.m. – 4 p.m.

8 a.m. – 5 p.m.

After they complete their one year probation, they may request a change to any of the other available work schedules. The decision on such requests will be made by the Division of School Facilities on a case-by-case basis and shall not be subject to contractual dispute resolution procedures. Custodian Engineers may also request a 9 a.m. - 6 p.m. work schedule with the approval of the Division of School Facilities.

Custodian Engineers hired before May 1, 2016 shall continue to be assigned to the 8 a.m. - 5 p.m. schedule, except for those currently approved to work a different schedule. Custodian Engineers hired before May 1, 2016 may request to be changed to any of the three additional work schedules with the approval of the Division of School Facilities.

Custodian Engineers are not required to be physically present for after school activities or times outside their normally scheduled hours, and their duties shall remain consistent with the job specification.

The Custodian Engineer shall be in attendance for his/her assigned work schedule 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, Yom Kippur when declared administrative office holidays and at such other times as official permission has been granted for his/her 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 their assigned work schedule daily nor for extra activities on Saturdays, Sundays or holidays. In the event of his/her 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/her assignment and he/she shall be present in the event of an emergency.

The parties' settlement with regard to extra work performed during Hurricane Irene and Hurricane Sandy shall be applied to future City-wide emergency conditions in which school buildings' use as shelters require extra work performed by Custodian Engineers.

A) 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 workday. 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 Director of Facilities and Principals.

B) Absences from Building

Custodian Engineers must inform his/her Principal and Deputy Director of Facilities 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 Director of Facilities must be given.

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. 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
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 VIII
CUSTODIAL EMPLOYEES

1. Effective August 12, 2016, Local 891 Custodian Engineers are no longer an employer; custodial helpers will be employed by the not-for-profit corporation who will supply custodial helpers to the schools. Custodian Engineers shall be responsible for NFP employees' time records utilizing the time and attendance system provided by the NFP. The wages of the NFP employees shall be fixed by the NFP.

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

2. **Employment of Assistants and Their Wages**

Local 891 Custodian Engineers will no longer be an employer, and the parties have amended relevant portions of the collective bargaining agreement to reflect this change. Custodial helpers will be employed by the not-for-profit corporation who will supply the custodial helpers to the schools. The custodial helpers may not be employed under FMS. For employees newly hired after transition to the new system is complete, Custodian Engineers must select from at least three candidates per position, where practical, provided by the non-for-profit as potential candidates to be assigned as custodial helpers. Nothing contained in this Section shall preclude the not-for-profit from transferring employees from one work location to another for operational reasons.

The parties agree to form a labor management committee to discuss any other transition issues, including outstanding custodial helper-related arbitrations or lawsuits and the processes for hiring and discipline in light of these changes.

Custodian Engineers will be represented and indemnified by the Department, consistent with the current contract and with the General Municipal Law, in litigation, human rights charges, or other proceedings that are pending at the time of transition from the indirect system, and/or that occurs thereafter.

3. Custodial Employee Time Cards

Custodian Engineers shall manage the time records of the employees they supervise as directed by the Department of Education.

4. Anti-Nepotism

- A) All prior regulations or policies of the Department affecting the recommendation or supervision of relatives shall remain in full force and effect, except as modified pursuant to this Agreement.
- 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 recommend for hire a relative of another Custodian Engineer if the recommending Custodian Engineer's relative is supervised 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 A) and B) 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.

5. Valid Identification

No custodial employee, including casual, seasonal or other part-time employees, may start work until he/she has been issued a valid ID from the NFP.

ARTICLE IX
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 X
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 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 \$1,740.
- B) 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.
- C) 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.

ARTICLE XI
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 XIV, 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 maximum salary. 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 XII
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.

This Agreement incorporates the terms of the May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.

ARTICLE XIII
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, 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. 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.

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3. 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.

ARTICLE XIV
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 permissive remedy shall be taken against its members to effectuate a compliance with all the terms, intents and provisions of this Agreement; and that any known detrimental or adverse condition shall be reported by either party to the other as may be deemed appropriate.

2. **Non-Discrimination**

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 in making recommendations 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 XIA 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 XV
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 budgets, 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. Effective as soon as practicable after the execution of this agreement, other than the role of the not-for-profit corporation as the employer of custodial helpers, Local 891 shall have exclusive jurisdiction over the day-to-day supervision of all custodial helpers in school buildings. During the period of exclusive jurisdiction, the Department may not utilize a for-profit contractor (i.e. a FMS vendor) for custodial services. The Department may adopt the "direct system" at any time, but that will not impair Local 891's exclusive jurisdictional rights under this paragraph. This would not prevent the Department and/or the not-for-profit corporation from using a contracted vendor for administrative or consulting functions (e.g., payroll) in connection with custodial services. The provisions of this paragraph shall expire on December 31, 2027.

ARTICLE XVI
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.

- B) 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 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 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 the salary 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 salary 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.

ARTICLE XVII
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.

ARTICLE XVIII
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.

ARTICLE XIX
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.

ARTICLE XX
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.

ARTICLE XXI
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.

ARTICLE XXII
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.

ARTICLE XXIII
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.

ARTICLE XXIV
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.

ARTICLE XXV
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 "A," Salary Schedule for his most current building assignment; except as set forth in Article XVI: Complaints and Grievances, Section 8.

ARTICLE XXVI
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.

ARTICLE XXVII
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.

ARTICLE XXVIII

BUDGETS

Upon implementation, the contractual building allocations shall be eliminated except that the salary schedules shall remain. The Department shall have the right to determine the appropriate labor and supply budget for each school building.

Each school shall be budgeted for the period from the transition from the indirect system through June 30, 2017, based upon the current custodial allowance for day school schedule +/- 10%.

For the fiscal year 2018 (i.e. July 1, 2017 through June 30, 2018) and beyond, each CE will be notified in advance as to what the base school allocation will be for the upcoming school year. Beginning with fiscal year 2018, it is anticipated that such notification will occur before May 1, to be effective July 1. The CE, in consultation with the Principal, will be responsible for establishing a building plan which will fit within that base budget.

All allocations based upon extra activities outside the school day shall be eliminated. However, school allocations will be supplemented and adjusted by the Department based upon the volume of extra activity at the site, as well as emergency conditions or other operational changes which may occur during the year.

ARTICLE XXIX

MERGERS

1. The Department may merge all buildings up to and including 89 thousand square feet. This limit will be the subject of continued labor/management discussion between the parties, and may be adjusted (down) by mutual agreement. In no event shall the number of permissible mergers be fewer than 247.
2. The salary for all Custodian Engineers for all merged assignments shall be based on the higher of either (a) the applicable salary based on Paragraph 1 above (salary), calculated based on the square footage for the primary assignment plus twice the square footage of the merged assignment; or (b) the applicable salary for the Custodian Engineer's primary (parent building) assignment only plus \$10,643.56; whichever is greater.

Unless agreed otherwise, the \$10,643.56 shall be increased by future collective bargaining (salary percentage) increases, as per the past practice of the parties.

Examples:

- A Custodian Engineer is assigned to a building that is 150,000 square feet. A building that is 50,000 square feet is merged. The annual salary for the assignment will be the greater of (a) the applicable salary for 250,000 square feet, $150,000 + (50,000 \times 2)$, or (b) the applicable salary for 150,000 square feet + \$10,643.56.
 - A Custodian Engineer is assigned to a building that is 290,000 square feet. A building that is 40,000 square feet is merged. The annual salary will be the highest applicable salary (277,000+), plus \$10,643.56.
3. The primary assignment for purposes of calculating salary is the largest assignment (parent building) by square footage.
 4. Once a building is merged, it shall not be de-merged unless discussed with a Joint Committee on merged buildings of Local 891 and the Department.
 5. For any assignments de-merged to effectuate the April 2016 MOA or to ensure future operational efficiencies, a Custodian Engineer of a previously merged assignment that

has had the merged building removed will continue to receive no less than the current salary he/she was earning until they transfer, or for up to three years; whichever occurs first. In order to remain eligible to receive the higher salary, the employee must apply for any transfer opportunities at assignments equal to or greater than their salary.

6. Building allocations for each building are to be identified separately.
7. Only one building (child) may be merged with a second (parent) and the continued merged status shall be subject to Joint Committee discussion as above.
8. In the event the Department merges an assignment of 89,000 square feet or less in which there is a CE permanently assigned, that CE will be given the opportunity to bid on an assignment off the transfer/vacancy list. If he/she is not awarded a transfer, they have the right to remain in their assignment, but may be required to accept a merged building assignment.
9. 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.

ARTICLE XXX
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 salary 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 salary rate. However, in the event a "Temporary Care" is continued past six (6) months, it shall be paid at 100% of the salary rate. 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."

ARTICLE XXXI

RELEASE TIME

The City/DOE agree to an additional release time position with pay, for a total of three positions. The union will also be allotted one release time position, which the Union will continue to reimburse the Department that employee's actual cost.

ARTICLE XXXII

CIVIL SERVICE

Nothing in this agreement shall be construed to change the civil service status of current or future Local 891 represented Custodian Engineers. Neither this Agreement, nor any current or new responsibilities of the Custodian Engineers shall be construed to change their status as competitive class civil servants and may not be used as evidence in any case in which managerial or confidential status is at issue.

Custodian Engineers do not have direct involvement and participation in the negotiating process on behalf of the Department nor do they have direct and powerful influence on policy formulation at the highest levels of management; accordingly, their eligibility for collective bargaining status as Department employees will continue unimpaired.

ARTICLE XXXIII

UNION RIGHTS

Section 1.

- a. The Employer shall distribute to all newly hired employees' information regarding the Local 891 administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.
- b. The Employer shall distribute information regarding the New York City Employee Health Benefits Program and enrollment forms to eligible employees prior to the completion of thirty (30) days of employment.
- c. Within thirty (30) days of an employee first being employed, reemployed or transferred to a Local 891 bargaining unit, the employer shall notify Local 891 of the employee's name, home address when available, job title, employing agency, department or other operating unit, work email address and work location.
- d. Within thirty (30) days of providing such notice under Section 1(d), the employer shall allow a duly appointed representative of Local 891 to meet with such employee for a reasonable amount of time during his or her work time without charge to leave credits, provided that such meeting does not disrupt agency operations and that arrangements for such meeting be scheduled in consultation with a designated representative of the Employer. Where practicable, this requirement may be satisfied by allowing Local 891 a reasonable amount of time during a formal employee orientation program to provide membership information to employees. At such meeting, Local 891 may hand out union literature of its choosing as well as authorization cards.

Section 2.

- a. The Employer shall commence deduction of dues as soon as practicable, but in no case later than thirty (30) days after receiving proof of a signed dues check off authorization card.
- b. The employer shall accept signed dues check off authorization cards signed by means of written and/or electronic signatures. The right to membership dues shall remain in effect until the (1) employee is no longer employed in a title represented by Local 891 or (2) the employee revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card.

Section 3.

Local 891 shall maintain custody of its dues check-off authorization cards, and shall provide copies of such dues check-off authorization for all new union members and for any employee upon the Employer's request.

Section 4.

When an employee is promoted or reclassified to another title certified to Local 891 as the employee's former title, the dues check-off shall continue uninterrupted.

Section 5.

When an employee returns from an approved leave of absence without pay, is reappointed or temporarily appointed from a preferred list to the same agency in the same title or in another title represented by Local 891, the Employer shall notify Local 891. Any dues check-off authorization in effect prior to the approved leave or the layoff shall be reactivated. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 6.

The Employer shall furnish to Local 891, at least once every thirty (30) days, a listing of employees by Job Title Code, home address when available, Employee Identification Number or Social Security Number, Department Code Number, work email address, and current work location. This listing shall constitute sufficient notice under Sections 1(e), Section 4, and Section 5 of this Article XII.

In addition to the above-referenced information, where the Employer provides Employee Identification Number in lieu of Social Security Number, the Employer shall separately provide a listing of Employee Identification Numbers and associated Social Security Numbers.

This information shall be furnished to Local 891 and to the Municipal Labor Committee.

Section 7.

The parties 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.

Section 8.

The Employer shall continue to provide local bulletin boards at each work location in areas mutually agreed upon for the use of Local 891.

ARTICLE XXXIV
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 XXXV
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. Emergency work requests for alarm repairs shall be reported to the Borough Office and the Deputy Director of Facilities by telephone.
3. Alarms in proper working order must be turned on whenever the building is unoccupied.
4. Custodian Engineer's assignment's budget will be reimbursed for the labor cost of alarm response provided the reimbursement request has been properly submitted and approved by the Department. In the event that the Custodian Engineers respond to the alarm they shall receive a minimum of 4 hours compensatory time.
5. 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.
6. 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.
7. In the event of a false alarm the Custodian Engineer will request repair of the system.
8. 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 Director of Facilities.

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.

ARTICLE XXXVI
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 salaries which were in effect in the subject buildings:

Effective 1/1/01

Buildings up to and including 100,000 square feet	\$5,630.92
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Buildings over 100,000 up to and including 200,000 square feet	\$7,038.65
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Buildings over 200,000 square feet	\$8,446.37
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3. Full services will be provided without additional budgetary adjustment except that in buildings under 100,000 square feet or where hardship exists, the parties will meet to consider adjustments.
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.

ARTICLE XXXVII
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.

ARTICLE XXXVIII
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 XI herein. Any disputes hereunder shall be promptly submitted and resolved.

ARTICLE XXXIX
DIRECT DEPOSIT

Effective on July 11, 2019, the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

ARTICLE XXXX

DURATION

This Agreement and each of its provisions unless otherwise specified shall be effective as of 12:01 a.m. on August 12, 2016 and shall continue in full force and effect until 12 midnight on July 31, 2020.

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

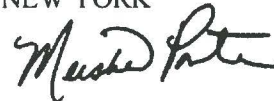
FOR THE CITY OF NEW YORK AND
RELATED PUBLIC EMPLOYERS AS
DEFINED HEREIN



RENEE CAMPION

Commissioner of Labor Relations

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



MEISHA PORTER

Chancellor

LOCAL 891 INTERNATIONAL UNION
OF OPERATING ENGINEERS



ROBERT J. TROELLER

Business Manager/President



December 29, 2021

Robert J. Troeller
Local 891
63 Flushing Avenue, Building 292
Suite 401
Brooklyn, NY 11205

Dear Mr. Troeller:

It is agreed that the below represents the mutual agreement of the parties for purchases made under the indirect funding system:

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.

Equipment

All equipment purchased on or after January 1, 2017 shall become part of the building's inventory and added to the building's PO27. Any equipment purchased prior to January 1, 2017 may transfer from location to location with the employee who purchased it.

Inventory

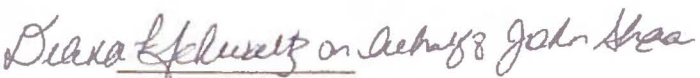
Inventories of all items (except items which are consumables), costing more than \$250, purchased during the year since January 1, 1992, must be completed on an annual basis.

Custodian Engineers must submit their inventory reports to their respective Director of Facilities.

Inventory forms will be supplied by the Department of Education.

If the below conforms to your understanding please execute below.

Very truly yours,


John Shea

AGREED AND ACCEPTED ON
BEHALF OF LOCAL 891



ROBERT J. TROELLER



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner

Steven H. Banks
First Deputy Commissioner
General Counsel

Claire Levitt

Deputy Commissioner
Health Care Cost Management

Georgette Gestely
Director, Employee Benefits Program

December 30, 2021

Robert J. Troeller
President/Business Manager
Local 891
63 Flushing Avenue, Building 292
Suite 401
Brooklyn, NY 11205

RE: Paid Family Leave

Dear Mr. Troeller:

This is to confirm the understanding of the parties that, pursuant to paragraph 8 of the 2017-2020 Memorandum of Agreement the parties have taken the necessary steps for Local 891 employees to participate in the NYS Paid Family Leave program, and that such participation was effective on October 7, 2019.

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

Sincerely,

Renee Campion
Commissioner

AGREED AND ACCEPTED ON
BEHALF OF LOCAL 891

Robert J. Troeller
President/Business Manager



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

ROBERT W. LINN
Commissioner

May 5, 2014

Harry Nespoli
Chair, Municipal Labor Committee
125 Barclay Street
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,



Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: 
Harry Nespoli, Chair



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner

RENEE CAMPION
First Deputy Commissioner

CLAIRE LEVITT
*Deputy Commissioner
Health Care Cost Management*

MAYRA E. BELL
General Counsel

GEORGETTE GESTELY
Director, Employee Benefits Program

June 28, 2018

Harry Nespoli, Chair
Municipal Labor Committee
125 Barclay Street
New York, New York

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 – 2021:
 - a. The MLC agrees to generate cumulative healthcare savings of \$1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
 - i. \$200 million in Fiscal Year 2019;
 - ii. \$300 million in Fiscal Year 2020;
 - iii. \$600 million in Fiscal Year 2021, and
 - iv. For every fiscal year thereafter, the \$600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.
 - b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to 1(a)(i), 1(a)(ii), 1(a)(iii) above. For example:
 - i. \$205 million in FY 2019 and \$295 million in FY 2020 will qualify for those years' savings targets under 1(a)(i) and 1(a)(ii).
 - ii. \$210 million in FY 2019, \$310 million in FY 2020, and \$580 million in FY 2021 will qualify for those years' savings targets under 1(a)(i), 1(a)(ii), 1(a)(iii).
 - iii. In any event, the \$600 million pursuant to 1(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.

- c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under 1(a)(iv) above.
 - d. The parties agree that any savings within the period of FY 2015 - 2018 over \$3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately \$131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.
 - e. The parties agree that recurring savings over \$1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under 1(a)(iv) above. This is currently estimated at approximately \$40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under 1(a)(iv).
2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than \$600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
- a. The first \$68 million will be used by the City to make a \$100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over \$600 million but less than \$668 million is achieved, the \$100 per member per year (actives and retirees) increase will be prorated.
 - b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.
3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II and III). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.

4. The parties agree that the Welfare Funds will receive two \$100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.
5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:
 - a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
 - b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
 - c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
 - d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
 - e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
 - f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
 - g. Potential RFPs for all medical and hospital benefits.
 - h. Status of the Stabilization Fund.

The Committee will make recommendations to be considered by the MLC and the City.

6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.
7. In the event of any dispute under sections 1-4 of this Agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
 - a. Such dispute shall be resolved within 90 days.

- b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
- d. The parties shall share the costs for the arbitrator (including Committee meetings).

If the above conforms to your understanding, please countersign below.

Sincerely,



Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

BX: 
Harry Nespoli, Chair

APPENDIX "A"

SALARY SCHEDULE

Custodial Salaries
January 1, 2017 - July 31, 2020

Area	7/1/2016	1/1/2017	1/1/2018	2/1/2019
Current	1.02	1.0225	1.03	
0	0	0	0	0
1	94,893.30	96,791.17	98,968.97	101,938.04
2	94,893.30	96,791.17	98,968.97	101,938.04
3	94,893.30	96,791.17	98,968.97	101,938.04
4	94,893.30	96,791.17	98,968.97	101,938.04
5	94,893.30	96,791.17	98,968.97	101,938.04
6	94,893.30	96,791.17	98,968.97	101,938.04
7	94,893.30	96,791.17	98,968.97	101,938.04
8	94,893.30	96,791.17	98,968.97	101,938.04
9	94,893.30	96,791.17	98,968.97	101,938.04
10	94,893.30	96,791.17	98,968.97	101,938.04
11	94,893.30	96,791.17	98,968.97	101,938.04
12	94,893.30	96,791.17	98,968.97	101,938.04
13	94,893.30	96,791.17	98,968.97	101,938.04
14	94,893.30	96,791.17	98,968.97	101,938.04
15	94,893.30	96,791.17	98,968.97	101,938.04
16	94,893.30	96,791.17	98,968.97	101,938.04
17	94,893.30	96,791.17	98,968.97	101,938.04
18	94,893.30	96,791.17	98,968.97	101,938.04
19	94,893.30	96,791.17	98,968.97	101,938.04
20	94,893.30	96,791.17	98,968.97	101,938.04
21	94,893.30	96,791.17	98,968.97	101,938.04
22	94,893.30	96,791.17	98,968.97	101,938.04
23	94,893.30	96,791.17	98,968.97	101,938.04
24	94,893.30	96,791.17	98,968.97	101,938.04
25	94,893.30	96,791.17	98,968.97	101,938.04
26	94,893.30	96,791.17	98,968.97	101,938.04
27	94,893.30	96,791.17	98,968.97	101,938.04
28	94,893.30	96,791.17	98,968.97	101,938.04
29	94,893.30	96,791.17	98,968.97	101,938.04
30	95,746.44	97,661.37	99,858.75	102,854.51
31	95,746.44	97,661.37	99,858.75	102,854.51
32	95,746.44	97,661.37	99,858.75	102,854.51
33	95,746.44	97,661.37	99,858.75	102,854.51
34	95,746.44	97,661.37	99,858.75	102,854.51
35	96,344.15	98,271.03	100,482.13	103,496.59
36	96,344.15	98,271.03	100,482.13	103,496.59
37	96,344.15	98,271.03	100,482.13	103,496.59
38	96,344.15	98,271.03	100,482.13	103,496.59
39	96,936.36	98,875.09	101,099.78	104,132.77
40	96,936.36	98,875.09	101,099.78	104,132.77

41	96,936.36	98,875.09	101,099.78	104,132.77
42	96,936.36	98,875.09	101,099.78	104,132.77
43	97,534.07	99,484.75	101,723.16	104,774.85
44	97,534.07	99,484.75	101,723.16	104,774.85
45	97,534.07	99,484.75	101,723.16	104,774.85
46	97,534.07	99,484.75	101,723.16	104,774.85
47	98,129.92	100,092.52	102,344.60	105,414.94
48	98,129.92	100,092.52	102,344.60	105,414.94
49	98,129.92	100,092.52	102,344.60	105,414.94
50	98,129.92	100,092.52	102,344.60	105,414.94
51	98,723.95	100,698.43	102,964.14	106,053.06
52	98,723.95	100,698.43	102,964.14	106,053.06
53	98,723.95	100,698.43	102,964.14	106,053.06
54	98,723.95	100,698.43	102,964.14	106,053.06
55	99,319.79	101,306.19	103,585.58	106,693.15
56	99,319.79	101,306.19	103,585.58	106,693.15
57	99,319.79	101,306.19	103,585.58	106,693.15
58	99,319.79	101,306.19	103,585.58	106,693.15
59	99,915.68	101,913.99	104,207.05	107,333.26
60	99,915.68	101,913.99	104,207.05	107,333.26
61	99,915.68	101,913.99	104,207.05	107,333.26
62	99,915.68	101,913.99	104,207.05	107,333.26
63	100,796.51	102,812.44	105,125.72	108,279.49
64	100,796.51	102,812.44	105,125.72	108,279.49
65	100,796.51	102,812.44	105,125.72	108,279.49
66	100,796.51	102,812.44	105,125.72	108,279.49
67	101,390.55	103,418.36	105,745.27	108,917.63
68	101,390.55	103,418.36	105,745.27	108,917.63
69	101,390.55	103,418.36	105,745.27	108,917.63
70	101,390.55	103,418.36	105,745.27	108,917.63
71	101,995.67	104,035.58	106,376.38	109,567.67
72	101,995.67	104,035.58	106,376.38	109,567.67
73	101,995.67	104,035.58	106,376.38	109,567.67
74	101,995.67	104,035.58	106,376.38	109,567.67
75	102,780.29	104,835.90	107,194.71	110,410.55
76	102,780.29	104,835.90	107,194.71	110,410.55
77	102,780.29	104,835.90	107,194.71	110,410.55
78	102,780.29	104,835.90	107,194.71	110,410.55
79	103,742.58	105,817.43	108,198.32	111,444.27
80	103,742.58	105,817.43	108,198.32	111,444.27
81	103,742.58	105,817.43	108,198.32	111,444.27
82	103,742.58	105,817.43	108,198.32	111,444.27
83	104,691.93	106,785.77	109,188.45	112,464.10
84	104,691.93	106,785.77	109,188.45	112,464.10
85	104,691.93	106,785.77	109,188.45	112,464.10
86	104,691.93	106,785.77	109,188.45	112,464.10
87	105,391.41	107,499.24	109,917.97	113,215.51

88	105,391.41	107,499.24	109,917.97	113,215.51
89	105,391.41	107,499.24	109,917.97	113,215.51
90	105,391.41	107,499.24	109,917.97	113,215.51
91	106,092.74	108,214.59	110,649.42	113,968.90
92	106,092.74	108,214.59	110,649.42	113,968.90
93	106,092.74	108,214.59	110,649.42	113,968.90
94	106,092.74	108,214.59	110,649.42	113,968.90
95	106,799.64	108,935.63	111,386.68	114,728.28
96	106,799.64	108,935.63	111,386.68	114,728.28
97	106,799.64	108,935.63	111,386.68	114,728.28
98	106,799.64	108,935.63	111,386.68	114,728.28
99	107,497.30	109,647.25	112,114.31	115,477.74
100	107,497.30	109,647.25	112,114.31	115,477.74
101	108,877.81	111,055.37	113,554.12	116,960.74
102	108,877.81	111,055.37	113,554.12	116,960.74
103	109,582.83	111,774.49	114,289.42	117,718.10
104	109,582.83	111,774.49	114,289.42	117,718.10
105	109,582.83	111,774.49	114,289.42	117,718.10
106	109,582.83	111,774.49	114,289.42	117,718.10
107	110,282.34	112,487.99	115,018.97	118,469.54
108	110,282.34	112,487.99	115,018.97	118,469.54
109	110,282.34	112,487.99	115,018.97	118,469.54
110	110,282.34	112,487.99	115,018.97	118,469.54
111	110,991.13	113,210.95	115,758.20	119,230.95
112	110,991.13	113,210.95	115,758.20	119,230.95
113	110,991.13	113,210.95	115,758.20	119,230.95
114	110,991.13	113,210.95	115,758.20	119,230.95
115	111,692.45	113,926.30	116,489.64	119,984.33
116	111,692.45	113,926.30	116,489.64	119,984.33
117	111,692.45	113,926.30	116,489.64	119,984.33
118	111,692.45	113,926.30	116,489.64	119,984.33
119	112,393.80	114,641.68	117,221.12	120,737.75
120	112,393.80	114,641.68	117,221.12	120,737.75
121	112,393.80	114,641.68	117,221.12	120,737.75
122	112,393.80	114,641.68	117,221.12	120,737.75
123	113,097.04	115,358.98	117,954.56	121,493.20
124	113,097.04	115,358.98	117,954.56	121,493.20
125	113,097.04	115,358.98	117,954.56	121,493.20
126	113,097.04	115,358.98	117,954.56	121,493.20
127	113,728.02	116,002.58	118,612.64	122,171.02
128	113,728.02	116,002.58	118,612.64	122,171.02
129	113,728.02	116,002.58	118,612.64	122,171.02
130	113,728.02	116,002.58	118,612.64	122,171.02
131	114,281.33	116,566.96	119,189.72	122,765.41
132	114,281.33	116,566.96	119,189.72	122,765.41
133	114,281.33	116,566.96	119,189.72	122,765.41
134	114,281.33	116,566.96	119,189.72	122,765.41

135	114,834.65	117,131.34	119,766.80	123,359.80
136	114,834.65	117,131.34	119,766.80	123,359.80
137	114,834.65	117,131.34	119,766.80	123,359.80
138	114,834.65	117,131.34	119,766.80	123,359.80
139	115,384.28	117,691.97	120,340.04	123,950.24
140	115,384.28	117,691.97	120,340.04	123,950.24
141	115,384.28	117,691.97	120,340.04	123,950.24
142	115,384.28	117,691.97	120,340.04	123,950.24
143	115,935.75	118,254.47	120,915.20	124,542.66
144	115,935.75	118,254.47	120,915.20	124,542.66
145	115,935.75	118,254.47	120,915.20	124,542.66
146	115,935.75	118,254.47	120,915.20	124,542.66
147	116,489.03	118,818.81	121,492.23	125,137.00
148	116,489.03	118,818.81	121,492.23	125,137.00
149	116,489.03	118,818.81	121,492.23	125,137.00
150	116,489.03	118,818.81	121,492.23	125,137.00
151	117,042.35	119,383.20	122,069.32	125,731.40
152	117,042.35	119,383.20	122,069.32	125,731.40
153	117,042.35	119,383.20	122,069.32	125,731.40
154	117,042.35	119,383.20	122,069.32	125,731.40
155	118,559.80	120,931.00	123,651.95	127,361.51
156	118,559.80	120,931.00	123,651.95	127,361.51
157	118,559.80	120,931.00	123,651.95	127,361.51
158	118,559.80	120,931.00	123,651.95	127,361.51
159	119,109.37	121,491.56	124,225.12	127,951.87
160	119,109.37	121,491.56	124,225.12	127,951.87
161	119,109.37	121,491.56	124,225.12	127,951.87
162	119,109.37	121,491.56	124,225.12	127,951.87
163	119,662.69	122,055.94	124,802.20	128,546.27
164	119,662.69	122,055.94	124,802.20	128,546.27
165	119,662.69	122,055.94	124,802.20	128,546.27
166	119,662.69	122,055.94	124,802.20	128,546.27
167	120,212.27	122,616.52	125,375.39	129,136.65
168	120,212.27	122,616.52	125,375.39	129,136.65
169	120,212.27	122,616.52	125,375.39	129,136.65
170	120,212.27	122,616.52	125,375.39	129,136.65
171	120,767.43	123,182.78	125,954.39	129,733.02
172	120,767.43	123,182.78	125,954.39	129,733.02
173	120,767.43	123,182.78	125,954.39	129,733.02
174	120,767.43	123,182.78	125,954.39	129,733.02
175	121,320.74	123,747.15	126,531.46	130,327.40
176	121,320.74	123,747.15	126,531.46	130,327.40
177	121,320.74	123,747.15	126,531.46	130,327.40
178	121,320.74	123,747.15	126,531.46	130,327.40
179	122,838.22	125,294.98	128,114.12	131,957.54
180	122,838.22	125,294.98	128,114.12	131,957.54
181	122,838.22	125,294.98	128,114.12	131,957.54

182	122,838.22	125,294.98	128,114.12	131,957.54
183	123,389.64	125,857.43	128,689.22	132,549.90
184	123,389.64	125,857.43	128,689.22	132,549.90
185	123,389.64	125,857.43	128,689.22	132,549.90
186	123,389.64	125,857.43	128,689.22	132,549.90
187	123,942.97	126,421.83	129,266.32	133,144.31
188	123,942.97	126,421.83	129,266.32	133,144.31
189	123,942.97	126,421.83	129,266.32	133,144.31
190	123,942.97	126,421.83	129,266.32	133,144.31
191	123,942.97	126,421.83	129,266.32	133,144.31
192	124,492.55	126,982.40	129,839.50	133,734.69
193	124,492.55	126,982.40	129,839.50	133,734.69
194	124,492.55	126,982.40	129,839.50	133,734.69
195	124,492.55	126,982.40	129,839.50	133,734.69
196	124,492.55	126,982.40	129,839.50	133,734.69
197	125,042.15	127,542.99	130,412.71	134,325.09
198	125,042.15	127,542.99	130,412.71	134,325.09
199	125,042.15	127,542.99	130,412.71	134,325.09
200	125,042.15	127,542.99	130,412.71	134,325.09
201	126,272.82	128,798.28	131,696.24	135,647.13
202	126,971.41	129,510.84	132,424.83	136,397.57
203	126,971.41	129,510.84	132,424.83	136,397.57
204	126,971.41	129,510.84	132,424.83	136,397.57
205	126,971.41	129,510.84	132,424.83	136,397.57
206	126,971.41	129,510.84	132,424.83	136,397.57
207	126,971.41	129,510.84	132,424.83	136,397.57
208	126,971.41	129,510.84	132,424.83	136,397.57
209	126,971.41	129,510.84	132,424.83	136,397.57
210	126,971.41	129,510.84	132,424.83	136,397.57
211	126,971.41	129,510.84	132,424.83	136,397.57
212	126,971.41	129,510.84	132,424.83	136,397.57
213	126,971.41	129,510.84	132,424.83	136,397.57
214	126,971.41	129,510.84	132,424.83	136,397.57
215	126,971.41	129,510.84	132,424.83	136,397.57
216	126,971.41	129,510.84	132,424.83	136,397.57
217	126,971.41	129,510.84	132,424.83	136,397.57
218	126,971.41	129,510.84	132,424.83	136,397.57
219	126,971.41	129,510.84	132,424.83	136,397.57
220	126,971.41	129,510.84	132,424.83	136,397.57
221	126,971.41	129,510.84	132,424.83	136,397.57
222	126,971.41	129,510.84	132,424.83	136,397.57
223	126,971.41	129,510.84	132,424.83	136,397.57
224	126,971.41	129,510.84	132,424.83	136,397.57
225	126,971.41	129,510.84	132,424.83	136,397.57
226	126,971.41	129,510.84	132,424.83	136,397.57
227	126,971.41	129,510.84	132,424.83	136,397.57
228	126,971.41	129,510.84	132,424.83	136,397.57

229	126,971.41	129,510.84	132,424.83	136,397.57
230	126,971.41	129,510.84	132,424.83	136,397.57
231	126,971.41	129,510.84	132,424.83	136,397.57
232	126,971.41	129,510.84	132,424.83	136,397.57
233	126,971.41	129,510.84	132,424.83	136,397.57
234	126,971.41	129,510.84	132,424.83	136,397.57
235	126,971.41	129,510.84	132,424.83	136,397.57
236	126,971.41	129,510.84	132,424.83	136,397.57
237	126,971.41	129,510.84	132,424.83	136,397.57
238	126,971.41	129,510.84	132,424.83	136,397.57
239	126,971.41	129,510.84	132,424.83	136,397.57
240	126,971.41	129,510.84	132,424.83	136,397.57
241	126,971.41	129,510.84	132,424.83	136,397.57
242	126,971.41	129,510.84	132,424.83	136,397.57
243	126,971.41	129,510.84	132,424.83	136,397.57
244	126,971.41	129,510.84	132,424.83	136,397.57
245	126,971.41	129,510.84	132,424.83	136,397.57
246	126,971.41	129,510.84	132,424.83	136,397.57
247	132,758.89	135,414.07	138,460.89	142,614.72
248	132,758.89	135,414.07	138,460.89	142,614.72
249	132,758.89	135,414.07	138,460.89	142,614.72
250	132,758.89	135,414.07	138,460.89	142,614.72
251	132,758.89	135,414.07	138,460.89	142,614.72
252	133,312.22	135,978.46	139,037.98	143,209.12
253	133,312.22	135,978.46	139,037.98	143,209.12
254	133,312.22	135,978.46	139,037.98	143,209.12
255	133,312.22	135,978.46	139,037.98	143,209.12
256	133,312.22	135,978.46	139,037.98	143,209.12
257	133,863.68	136,540.95	139,613.12	143,801.51
258	133,863.68	136,540.95	139,613.12	143,801.51
259	133,863.68	136,540.95	139,613.12	143,801.51
260	133,863.68	136,540.95	139,613.12	143,801.51
261	133,863.68	136,540.95	139,613.12	143,801.51
262	134,415.16	137,103.46	140,188.29	144,393.94
263	134,415.16	137,103.46	140,188.29	144,393.94
264	134,415.16	137,103.46	140,188.29	144,393.94
265	134,415.16	137,103.46	140,188.29	144,393.94
266	134,415.16	137,103.46	140,188.29	144,393.94
267	134,992.50	137,692.35	140,790.43	145,014.14
268	134,992.50	137,692.35	140,790.43	145,014.14
269	134,992.50	137,692.35	140,790.43	145,014.14
270	134,992.50	137,692.35	140,790.43	145,014.14
271	134,992.50	137,692.35	140,790.43	145,014.14
272	135,514.33	138,224.62	141,334.67	145,574.71
273	135,514.33	138,224.62	141,334.67	145,574.71
274	135,514.33	138,224.62	141,334.67	145,574.71
275	135,514.33	138,224.62	141,334.67	145,574.71

[illegible]

APPENDIX “B”

CUSTODIAL FORMS

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	Needs Improvement	Satisfactory	Good	Excellent	✓
1	2	3	4	5	

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.

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)	_____
----	-------------------------------	-------

5.	Stairways	_____
----	-----------	-------

15.	Emergency Responsiveness to Current Assignment	_____
-----	---	-------

6.	Gym(s)	_____
----	--------	-------

Custodial Competencies

7.	Auditorium	_____
----	------------	-------

16.	Initiative	_____
-----	------------	-------

8.	Toilet Rooms & Sanitary Equipment	_____
----	--------------------------------------	-------

17.	Flexibility	_____
-----	-------------	-------

9.	Window & Interior Glass	_____
----	-------------------------	-------

18.	Management Ability	_____
-----	--------------------	-------

10.	Basement (if app.)	_____
-----	--------------------	-------

19.	Standards	_____
-----	-----------	-------

11.	Building Exterior (incl. graffiti)	_____
-----	---------------------------------------	-------

20.	Interpersonal Communication Skills	_____
-----	---------------------------------------	-------

12.	Outdoor Playgrounds	_____
-----	---------------------	-------

21.	School Community Relationships	_____
-----	-----------------------------------	-------

TOTAL

Average Score (Total/21)

Principal Comments (use additional paper if necessary)

Principal _____ Date _____

*Custodian _____ Date _____

*Does not necessarily indicate agreement

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

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

APPENDIX "C"

MASTER LIST OF MINIMUM RESPONSIBILITIES FOR CUSTODIAN ENGINEERS

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
- L. 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

I. 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

- 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

I. 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

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

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. Playground
 - 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

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 I.

Cleaning

The Custodian shall keep the entire building and grounds neat, clean and orderly at all times. These 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.

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 windowsills.
- 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.

- p. Oust 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.

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.

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, wainscoting, 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.

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 sidewalk 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.

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 year. 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.

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.

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.

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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 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
Classrooms and Auditoriums in Use
Kindergarten and Offices
Shower Baths
Natatorium
Unused Rooms

63 - 65 Degrees F.
68 Degrees F.
68 Degrees F.
73- 74 Degrees F.
3 Degrees F. above Water
Prevent Freezing

- e. Uniformity of Heat. The Custodian shall keep the heat as uniform as the plant permits.
- f. Utilization of Equipment. No beating 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.

- 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

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 Oil 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.
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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.

- e. Oil Burning Boilers. The Custodian shall be responsible for providing training 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.

- 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.

- 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.

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 tests 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 runway 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.

- 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.

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.

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 cars 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.

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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 neat 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.

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.

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.

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.

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.

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.

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.
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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.

- h. 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 tum 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 theDire 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 Carbon dioxide 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.

APPENDIX "D"

CUSTODIAL MAINTENANCE AGREEMENT

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.

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 supersede 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 logbook 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.