

This Agreement is made between Local 32BJ, Service Employees International Union (“Union”) and NYC School Support Services (“Employer”).

Article 1. Recognition

1.1 The Employer recognizes the Union as the exclusive collective bargaining representative of all custodial employees employed by the Employer in the “Cleaner” and “Handyperson” classifications currently represented by the Union, excluding supervisors and managers, and firepersons and stationary engineers in buildings with a floor area greater than 55,000 square feet.

1.2 Upon the execution of this Agreement, the Employer will provide the Union with a list of all locations subject to the Agreement. Upon the Union's written request, except to the extent prohibited by law, the Employer will provide the Union in writing for each location the name, address, job classification, pay rate and shift of each employee assigned to each location. The Employer will, upon request, update this information at reasonable intervals.

1.3 The Employer will cooperate with the Union to arrange for Union representatives to have access to all work sites covered by this Agreement. At each site, a bulletin board shall be furnished by the employer for union announcements and notices of meetings.

1.4 The Employer will recognize any Shop Stewards designated by the Union for matters that the Union authorizes Shop Stewards to handle.

Article 2. Union Security and Check-off

2.1 It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the thirty-first (31st) day following the date this Article applies to their work-location or their employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.

2.2 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, he shall be discharged within fifteen (15) days of the letter if prior thereto he does not take proper steps to meet the requirements. If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with the requirements of this Article, the employee shall be discharged within 10 days after written notice of the determination has been given to the Employer.

2.3 The Employer agrees to deduct monthly dues, agency fees, initiation fees, American Dream Fund or Political Action Fund contributions, from the wages of an employee, when authorized by the employee in writing in accordance with applicable law. The Union will furnish to the Employer the necessary authorization forms.

At the time of hire or not later than upon the employee's becoming eligible, the Employer shall give to the new employees a packet, provided by the Union, containing a Union membership application form, check-off authorization form, and, where appropriate, benefit fund enrollment forms. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer.

2.4 The Union shall have the right to inspect the Employer's payroll records to determine the employees of the Employer who are covered by this Agreement.

2.5 The Union agrees to hold the Employer harmless and indemnified against any and all claims, liability or fault arising out of the Employer's compliance with this Article.

2.6 The Employer shall deduct and remit to the Union the dues or other monies in accordance with this Article by the twentieth (20th) day of the month in which they are due. If not paid, the Employer shall pay interest on such unpaid amounts at the rate of one percent per month beginning on the first day of the following month unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.

2.7 If an employee does not revoke his dues check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

2.8 The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union via ACH or electronic funds transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by other means. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall maintain this information confidentially. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

Article 3. Discharge/Discipline

3.1 Employees shall not be discharged, suspended or otherwise disciplined by the Employer without just cause after a one hundred twenty (120) calendar day probationary period. This provision shall not apply to employees hired solely as vacation replacements in accordance with Article 12. Where an employee is disciplined or discharged due to poor work performance, the Union may raise unreasonable workload as a defense.

3.2 Except where an employee engages in willful misconduct, the Employer will provide each post-probationary employee at least two weeks notice of the termination of his/her employment. The Employer shall give any post-probationary employee discharged or disciplined

a written statement of the grounds for the discharge or discipline within five working days after the discharge or imposition of discipline. A copy of the statement shall be sent to the Union at the same time.

3.3 The Employer shall have six (6) months from the end of the employee's one hundred twenty (120) day probationary period to verify that the employee meets the requirements of the Employer and the Department of Education with respect to the health and prior criminal record of the employee. Failure to meet the Employer and Department of Education requirements shall be cause for discharge. The Union may grieve and arbitrate only (1) whether there is sufficient nexus between the prior criminal record and the individual's employment in the school system that would justify termination of the individual's employment, consistent with Article 23A of the Correction Law and Section 296 of the Executive Law; and (2) whether the individual's health renders him/her unable to perform the essential functions of the job.

3.4 The Employer reserves the right to suspend an employee without pay when the Employer learns of an employee's arrest or that the employee is subject to investigation by a Department of Education or outside investigative office. When arrested, the employee must report his/her arrest according to the Employer's policy (and the employee must report any pending arrest that predates his/her employment), and the Employer shall assess whether the employee shall be suspended with or without pay or returned to work. Except where prohibited by law, the Employer shall promptly notify the Union of the arrest and/or investigation that has prompted the suspension of the employee and shall provide all relevant information in the Employer's possession related to the underlying facts. The Union may grieve and arbitrate (1) whether the arrest and/or investigation warrants suspension; and/or (2) in the event that the proceeding connected with the arrest or investigation is resolved in the individual's favor, a claim that the employee be made whole for any loss of pay or benefits relating to the suspension.

Article 4. Wages

4.1 Each employee shall be paid the wage rates in the applicable Prevailing Wage Schedule promulgated by the Comptroller of the City of New York ("PWS wage rates") applicable to the employee's classification. Employees who substitute for an employee in a higher classification shall be paid for that work at the rate applicable for the higher classification. For wage rates see Appendix A.

4.2 All wages, including overtime, shall be paid bi-weekly in cash or check with an itemized statement of payroll deductions. Employees will be paid on a one-week payroll lag – e.g. the paycheck of August 26, 2016 covers work performed through August 19th. If a regular payday falls on a holiday, employees shall be paid on the preceding day. Provided there is no cost to the employee, the Employer may require that an employee's check be electronically deposited at an employee's designated bank or a paycheck card may be utilized. The Union shall be notified in advance by the Employer of this arrangement. If the Employer utilizes direct deposit or a paycheck card, the Employer shall give employees access to a computer terminal at each school building to view and print a copy of the employee's paystub.

Article 5. The Workweek, Hours, & Assignments

5.1 The workweek for full time employees shall consist of five (5) consecutive days.

5.2 The work day for full time employees shall be eight (8) hours with two paid fifteen minute breaks and a one half hour unpaid lunch period as close to the middle of the shift as practical. There shall be no split shifts without the Union's consent, but the Employer may maintain all current arrangements where an employee has two or more part-time schedules at different schools. In addition, any employee with a part-time schedule may apply for and be offered an additional part-time position.

5.3 Each employee shall be assigned a regular shift. Except for temporary changes in employees' start times due to construction or for weather-related reasons, or by mutual consent, an employee's start time shall be the same each day. An employee's shift may only be changed upon two weeks' notice to the employee and the Union, except that the Employer may change all employees' schedules at the beginning of the summer or other school breaks for the duration of the break period. An employee's shift may not be changed arbitrarily or for abusive or punitive reasons. It is further understood that there will not be substantially disparate workloads amongst employees in the same classification on the same shift at the same work site.

5.4 Where the same custodian engineer is responsible for more than one school, assignments may include work in more than one school. When the employee is required to travel from one school to another during the workday, (1) The Employer shall pay for travel time between schools, and shall reimburse employees for any public transportation costs incurred for travel between schools; (2) The Employer shall also pay employees for time to return to the site where the employee started the work day if the employee's car is parked at that site, provided the Supervisor approves such arrangement in advance.

5.5 Except for employees who have a regular assignment at more than one school, employees may only be required to work in another school if (1) there is an emergency in the other school that requires redeployment; (2) the Employer shall pay for travel time between schools, and shall reimburse employees for any public transportation costs incurred for travel between schools; and (3) the employee is permitted to end the day at the school where (s)he started.

5.6 When the Employer decides that it has an imbalance of personnel at schools in a school district, it can move a position from one school to another provided:

A. The individual affected does not suffer a reduction in the number of regularly scheduled hours.

B. The Employer selects the person to be moved by going to volunteers first (the senior qualified volunteer, based on building seniority within the classification, will be selected); if there are no volunteers, the junior person, based on building seniority within the classification, will be selected.

C. The position is transferred to a school that is in the same school district or within 2 miles of the school where the position had been before the transfer.

5.7 Any work performed in excess of eight (8) hours in one day or forty (40) hours in a week, or on a Saturday or Sunday, shall be paid at time and one half the employee's regular rate.

5.8 Overtime shall be offered to all employees within the classification in rotation by seniority.

5.9 Any employee called in to work on a holiday, or on Saturday or Sunday, or at a time outside his/her regular shift shall be guaranteed a minimum of two hours paid time.

Article 6. Sick Leave

6.1 All employees shall be entitled to sick leave in accordance with the applicable prevailing wage schedule. During the first year of employment, sick leave shall be earned at the rate of one day per month up to a maximum of ten days. After one year of employment, sick leave shall be earned at the rate of two days per month up to a maximum of ten days per year. Sick leave shall be cumulative from year to year to a maximum of one hundred days. Any days in excess of one hundred will be cashed out at the time they accrue. Sick leave may be used for the employee's own illness or medical treatment, or up to three days per year for the care or treatment of a family member.

6.2 For an absence of more than three consecutive work days, the employee shall, as soon as practicable upon his/her return to work, submit to the Employer a written doctor's note regarding the employee's absence from work. The failure to supply said doctor's note within five (5) days of the return to work will automatically result in the forfeiture of sick pay for the days absent. An employee is responsible for immediately notifying his/her supervisor of a sick leave absence, and probable duration of such absence. In addition, when an employee is absent for more than five consecutive work days, the employee, or someone on behalf of the employee, shall keep the Employer informed of his/her anticipated return to work date on a weekly basis, unless impracticable, in which case, as often as practicable.

6.3 Employees will each receive credit for all accrued, unused sick leave while working for a Custodian Engineer or a predecessor cleaning contractor. The time accrued while working for a Custodian Engineer will be maintained in a separate bank and must be utilized after sick leave accrued while working for the Employer. If an employee leaves employment for any reason, the employee shall receive one day's pay for each two days of unused sick leave accumulated while working for a Custodian Engineer, paid at the salary rate in effect on August 11, 2016, and one day's pay for each unused sick day accumulated while working for the Employer or a predecessor contractor.

6.4 Employees employed less than forty hours a week on a regular basis shall receive a pro rata portion of sickness benefits computed on a forty hour workweek.

6.5 The parties recognize provisions of this article, along with other paid time off, provide benefits to employees comparable or better than those provided under Title 20, Chapter 8 of the New York City Administrative Code. Therefore, the provisions of that chapter are waived as to employees covered by this collective bargaining agreement.

6.6 An employee may donate sick leave accrued while working for the Employer to a co-worker who has exhausted his/her sick leave allotment provided the donating employee has at least 50 days of accrued sick leave following the donation. The recipient will be credited with one day of sick leave for every two days of donated sick leave.

Article 7. Vacations

7.1 All employees shall accrue vacation with pay as follows:

Seniority	Vacation with Pay
3 months – 1 year	5 days
After 1 year	13 days
After 5 years	20 days
After 20 years	21 days
After 21 years	22 days
After 23 years	25 days

7.2 At the discretion of the Employer, an employee may be permitted to utilize vacation time between April 15 and September 15 prior to its having been accrued, even if the result is that the employee temporarily ends up with a negative vacation balance. In no event shall an employee's negative vacation balance be permitted to exceed 10 days. Requests for such negative balance leaves between April 15th and September 15th shall not be unreasonably denied. Nothing in this Agreement prevents the Employer, at its discretion, from authorizing negative vacation balance leaves between September 15th and April 15th.

7.3 Vacation pay shall be based on the employee's straight time hourly earnings in the 8 weeks immediately preceding the vacation period.

7.4 If a holiday falls during a scheduled vacation the employee at his or her option shall receive either an extra day's pay or an extra vacation day off with pay to be taken in the same manner as a personal day.

7.5 Time off for vacations shall be scheduled giving preference by seniority, provided the employee submits a timely request. The Employer reserves the right to approve or deny vacation requests based on the proper operation of the facility, but permission shall not be unreasonably denied. The Employer reserves the right to impose a vacation blackout during the

two weeks preceding and following the first day of school.

Article 8. Holidays

8.1 Effective upon employment by NYCSSS, the holiday schedule for the 2016-2017 school year shall be as follows:

Holiday	Day of Week	Date
Labor Day	Monday	9/5/2016
Eid al-Adha	Monday	9/12/2016
Rosh Hashanah	Monday	10/3/2016
Rosh Hashanah	Tuesday	10/4/2016
Columbus Day	Monday	10/10/2016
Yom Kippur	Wednesday	10/12/2016
Veterans Day	Friday	11/11/2016
Thanksgiving	Thursday	11/24/2016
Thanksgiving	Friday	11/25/2016
Christmas Day	Monday	12/26/2016
New Years Day	Monday	1/2/2017
Martin Luther King Day	Monday	1/16/2017
Lincoln's Birthday	Monday	2/13/2017
Presidents Day	Monday	2/20/2017
Good Friday	Friday	4/14/2017
Memorial Day	Monday	5/29/2017
Eid Al-Fitr	Monday	6/26/2017
Independence Day	Tuesday	7/4/2017

8.2 Subject to paragraph 8.4, below, the tentative holiday schedules for the school years 2017-18, 2018-19, and 2019-20 shall be as follows:

2017-2018 School Year

Holiday	Day of Week	Date
Eid al-Adha	Friday	9/1/2017
Labor Day	Monday	9/4/2017
Rosh Hashanah	Thursday	9/21/2017
Rosh Hashanah	Friday	9/22/2017
Columbus Day	Monday	10/9/2017
Thanksgiving	Thursday	11/23/2017

Thanksgiving	Friday	11/24/2017
Christmas Day	Monday	12/25/2017
New Years Day	Monday	1/1/2018
Martin Luther King Day	Monday	1/15/2018
Lincolns Birthday	Monday	2/12/2018
Lunar New Year	Friday	2/16/2018
Presidents Day	Monday	2/19/2018
Good Friday	Friday	3/30/2018
Memorial Day	Monday	5/28/2018
Eid Al-Fitr	Friday	6/15/2018
Independence Day	Wednesday	7/4/2018
Floating Vacation Day		

**2018-2019 School
Year**

Holiday	Day of Week	Date
Eid al-Adha	Tuesday	8/21/2018
Labor Day	Monday	9/3/2018
Rosh Hashanah	Monday	9/10/2018
Rosh Hashanah	Tuesday	9/11/2018
Yom Kippur	Wednesday	9/19/2018
Columbus Day	Monday	10/8/2018
Thanksgiving	Thursday	11/22/2018
Thanksgiving	Friday	11/23/2018
Christmas Day	Tuesday	12/25/2018
New Years Day	Tuesday	1/1/2019
Martin Luther King Day	Monday	1/21/2019
Lunar New Year	Tuesday	2/5/2019
Lincolns Birthday	Tuesday	2/12/2019
Presidents Day	Monday	2/18/2019
Good Friday	Friday	4/19/2019
Eid Al-Fitr	Wednesday	6/5/2019
Memorial Day	Monday	6/27/2019
Independence Day	Thursday	7/4/2019

**2019-2020 School
Year**

Holiday	Day of Week	Date
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Eid al-Adha	Monday	8/12/2019
Labor Day	Monday	9/2/2019
Rosh Hashanah	Monday	9/30/2019
Rosh Hashanah	Tuesday	10/1/2019
Yom Kippur	Wednesday	10/9/2019
Columbus Day	Monday	10/14/2019
Veterans Day	Monday	11/11/2019
Thanksgiving	Thursday	11/28/2019
Thanksgiving	Friday	11/29/2019
Christmas Day	Wednesday	12/25/2019
New Years Day	Wednesday	1/1/2020
Martin Luther King Day	Monday	1/20/2020
Lincolns Birthday	Wednesday	2/12/2020
Presidents Day	Monday	2/17/2020
Good Friday	Friday	4/10/2020
Memorial Day	Monday	5/25/2020
Independence Day	Friday	7/3/2020
Floating Vacation Day		

8.3 If an employee is required to work on a holiday, he/she shall be paid additional compensation therefor at time and on-half (1 and ½) (equal to two and one-half (2 and ½) times the hourly rate).

8.4 In the event that the holiday schedule promulgated by the Department of Education for the school years 2017-18, 2018-19, and/or 2019-20 does not match the holidays listed in paragraph 8.2, the parties shall meet to establish paid holidays for each succeeding school year, with the understanding that (1) holidays shall conform to the holiday schedule and (2) there shall be a total of 18 paid holidays, and to the extent that there are fewer than 18 designated holidays, employees shall be entitled to a vacation day or days to make up the difference.

Article 9. Leaves of Absence

9.1 Employees may request Emergency Leave of up to forty-five (45) days if they have been employed at least four (4) years. The Employer shall not unreasonably withhold approval of such leave. The Employer may request documentation of the emergency.

9.2 The Employer shall provide employees with leaves of absence for union related activities, where practicable, provided that such leave shall not be unreasonably denied. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time.

9.3 Employees shall be entitled to a leave of absence for illness or injury covered by New York State Workers' Compensation Law of up to six (6) months. At the end of six (6) months of disability leave, an employee will be entitled to a six (6) month extension where the employee provides medical evidence of continuing disability and a reasonable likelihood of being able to return to work within six (6) months.

9.4 Employees with one or more years of seniority shall be entitled to a leave of absence for illness or injury of up to six (6) months. At the end of six (6) months of disability leave, an employee will be entitled to a six (6) month extension where the employee provides medical evidence of continuing disability and a reasonable likelihood of being able to return to work within six (6) months. In addition, the Employer will comply with applicable state and federal family leave laws.

9.5 At the conclusion of any disability leave covered by either Section 9.3 or 9.4, the employee will be entitled to return to work in the same position held immediately prior to the leave of absence without a loss of seniority. In the event an employee's disability absence exceeds six (6) months, or one (1) year if the employee's disability leave has been extended, the Employer shall have the right to permanently replace such employee. Unless otherwise prohibited by law, the Employer may require an employee who is out on disability to furnish medical evidence of such continuing disability, and to submit to an independent medical examination as a condition of continued leave. Any employee who is out on long-term disability shall, upon the request of the employer, be required to furnish medical evidence of the most recent prognosis as to when such employee will be able to return to work. The failure of an employee to produce the above information after the written request of the employer will give the employer the right to permanently replace the employee.

9.6 In addition to the foregoing, employees with five years of service may, at their option, take an unpaid personal leave of up to 10 business days, to be scheduled at a time connected to an extended vacation. An employee intending to take such leave must provide at least 30 days notice prior to the commencement of the unpaid absence, or, if applicable, the vacation which immediately precedes it. The Employer reserves the right to approve or deny unpaid personal leave requests based on the proper operation of the facility, but permission will not be unreasonably denied. No employee shall be entitled to a personal leave more than once every three years, unless otherwise required by law.

9.7 Any employee requesting a leave of absence who is otherwise covered for health benefits shall be covered for health benefits during the period of the leave provided the employee requests health coverage while on leave of absence and pays the Employer in advance for the cost of same, except where the Employer is required by law to continue paying for health coverage.

9.8 Any employee otherwise covered for health benefits who is on leave due to Workers' Compensation shall continue to be covered for health benefits without the necessity of payment to the Employer in accordance with the rules of the Fund.

9.9 Use of accrued leave and/or statutory leave (e.g. leave covered under the Family

Medical Leave Act) to cover an absence shall be concurrent with the leave of absence described in Sections 9.1 and 9.3 above.

9.10 Time spent on an unpaid leave of absence does not count toward completion of the probationary period or the forty-two month wage progression. In addition, employees do not accrue sick or vacation leave while they are out on unpaid leaves.

Article 10. Bereavement Leave

10.1 An employee with at least one (1) year of employment shall be entitled to bereavement leave in the event of a death in the employee's immediate family (parent, spouse, child, brother or sister, mother-in-law or father-in-law) the employee shall receive four working days off and shall be paid for any time lost from his regular schedule or holiday pay as a result of such absence. Employees may request vacation time or unpaid emergency leave if they need additional time off due to a death in the family.

10.2 The Employer may demand a copy of the death certificate, letter from the funeral home, or other similar proof of death as a condition of paying bereavement leave.

Article 11. Jury Duty

11.1 Employees shall be paid wages for their normal work day for each day during which they serve on jury duty. Any compensation received by the employee for jury duty service shall be deducted from the employee's regular daily wages paid for jury duty service. No employee shall be required to work on a day (s)he has jury duty.

11.2 The Employer may demand a copy of the summons or other similar documentation as a condition of paying jury duty leave.

Article 12. Vacation Replacements

12.1 A person hired in the cleaner classification solely for the purpose of relieving employees for vacation shall be paid sixty percent of the full (100%) applicable regular hourly wage rate for that classification. With respect to vacation replacements, the Employer, at its discretion, may elect to cover the space of the employee on vacation with less than the regular scheduled working hours. Should a vacation relief employee continue to be employed beyond five months, the employee shall be paid the wage rate of a new hire or an experienced employee, as the case may be. If a vacation replacement is hired for a permanent position immediately after working as a vacation replacement, time worked as a vacation replacement shall be credited toward completion of the period required to achieve the full rate of pay.

12.2 No contributions to any Benefit Funds shall be made for a vacation relief person, and they are not entitled to vacation or sick leave, except as required by law.

12.3 For purposes of this Article, the period where the vacation replacement rate may be paid is from April 15 through September 15. The Employer may utilize the vacation replacement rate only up to the total number of hours that unit employees have actually taken vacation during the period. A regular employee need not be on vacation in the facility where the vacation replacement employee is utilized.

Article 13. Benefit Funds

13.1. The Employer shall make contributions into a health fund known as the “Building Service 32 BJ Health Fund,” a defined benefit fund known as the “32BJ Schools Pension Fund,” a training fund known as the “Thomas Shortman Training, Scholarship, and Safety Fund,” a legal services fund known as the “Building Service 32BJ Legal Services Fund,” and a supplemental retirement fund known as the “32BJ Supplemental Retirement and Savings Fund” (“SRSF”). The aggregate rate of contributions for all of these funds when combined with a mutually agreed upon hourly credit due to the Employer for paid vacation days, paid personal days, paid sick days, and paid holidays in excess of those required by the Prevailing Wage Schedule shall be the Supplemental Benefit Rate in the applicable Prevailing Wage Schedule promulgated by the Comptroller of the City of New York.

13.2. Beginning August 12, 2016, the Employer’s contributions to the Pension, SRSF, Legal and Training Funds shall be at the following hourly rates:

	<u>Cleaner</u>	<u>Handyperson</u>
Pension	\$1.927	\$1.927
SRSF	\$0.500	\$0.500
Training	\$0.084	\$0.084
Legal	\$0.082	\$0.082

13.3 Beginning August 12, 2016, the Employer shall be obligated to contribute to the Health Fund at the following rates:

CLEANERS:

0-90 Days	4-12 Months	13-24 Months	Year 3 - 5 (months 25 - 60)	Year 6-15 (months 61 - 180)	Year 16-20 (months 181 - 240)	Year 21 (months 241 - 252)	Year 22 (months 253 - 264)	Year 23 (months 265 - 276)	Year 24 (months 277 - 288)	Year 25+ (289 + months)
\$0.000	\$4.682	\$7.030	\$7.223	\$6.884	\$7.567	\$7.430	\$7.567	\$7.294	\$7.430	\$7.567

HANDYPERSONS:

0-90 Days	4-12 Months	Year 2-5 (months 13 - 60)	Year 6-15 (months 61 - 180)	Year 16-20 (months 181 - 240)	Year 21 (months 241 - 252)	Year 22 (months 253 - 264)	Year 23 (months 265 - 276)	Year 24 (months 277 - 288)	Year 25+ 289+ months
\$0.000	\$7.223	\$7.077	\$6.786	\$7.514	\$7.368	\$7.514	\$7.223	\$7.368	\$7.514

The contribution obligation to the Health Fund shall be fulfilled as followed: On a

monthly basis, the Employer shall pay a “blended” rate of \$6.967/hour for Cleaners and Handypersons. On a monthly basis, the amount of contributions received from the Employer shall be compared with the amount of contributions required pursuant to the grids above. In the event that this comparison shows that the Employer’s payment was greater than that due, the Employer shall receive a credit against future contributions in the amount of the overpayment and may take advantage of that credit in its next monthly payment to the Health Fund. In the event that the comparison shows that the Employer’s payment was less than that due, the Employer shall make an additional payment to the Health Fund in the amount of the underpayment, and shall make that additional payment with its next monthly payment to the Health Fund.

13.4 If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds’ Trust Agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, and court costs.

13.5 By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted and hereafter adopted by the Trustees of each Fund in connection with the provisions and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreement, and shall adopt such regulations, as may be required to conform to applicable law.

13.6 There shall be no Employer contributions to the Health, Pension, SRSF, Legal Services, and Training Funds on behalf of new hires during their first 90 days of employment.

13.7 Effective January 1, 2017, covered employees shall be eligible to contribute pre-tax earnings to the SRSF. Employees who did not, prior to the date of execution of this Agreement, elect to contribute pre-tax earnings to the SRSF may not elect to do so retroactively, *i.e.*, effective prior to the date of execution of this Agreement, but may elect to contribute pre-tax earnings prospectively, *i.e.* after the date of execution of this Agreement.

13.8 “Length of Service” for purposes of fund contributions shall mean length of service in a New York City Department of Education building working in a classification covered by this Agreement, including periods employed by a contractor or a Custodian Engineer. A period of unemployment will result in a break in “Length of Service” where permitted under the Prevailing Wage Schedule.

13.9 Effective January 1, 2017, on a monthly basis, the Employer shall pay a “blended” rate of \$7.500/hour for Cleaners and Handypersons. The parties shall meet for the purpose of negotiating the hourly rates of the Employer’s contribution to the Benefit Funds to take effect on and after January 1, 2018, which, when combined with a mutually agreed upon hourly credit due to the Employer to account for paid vacation days, paid personal days, paid sick days and paid holidays in excess of those required by the Prevailing Wage Schedule shall not exceed the

applicable Supplemental Benefit Rate.

13.10 The parties may mutually agree to reallocate the rates of contributions among the benefit funds, provided that the aggregate contribution to all benefit funds remains the same.

Article 14. Employment Transition

14.1 The June 24, 2016 Memorandum of Agreement between the Union and the City of New York and the New York City Department of Education is made part of this Agreement. Any dispute between the Union and the Employer regarding that agreement other than the dispute referenced in paragraph 8 of that agreement will be subject to the grievance and arbitration provision of this Agreement.

14.2 Employees retained by the employer shall be given credit for length of service with the predecessor employer(s) for all purposes including but not limited to seniority and vacation entitlement, wage progression, and completion of the probationary period.

14.3 No employee who had been working for a Custodian Engineer shall have his or her wage rate reduced as a result of the transition to working for the Employer. All employees in the Cleaner classification with more than 24 months of service as of August 12, 2016, and less than 42 months of service as of April 22, 2017 shall receive a wage increase of \$0.51 per hour on April 22, 2017.

Article 15. Reductions in Force

15.1 The Employer shall not reduce the workforce or the number of hours at any location either through attrition or lay-off without first providing at least ten business days written notice to the Union. The notice shall set forth the reason for the reduction, and an explanation of how the Employer intends to complete the required work following the reduction. It is understood that the staffing in the school system will be re-engineered and that employees' workloads may be increased or decreased as a result.

Article 16. Seniority, Bumping, Layoff & Recall

16.1 After completion of the probationary period, an employee shall attain seniority as of his date of employment. Seniority of an employee for all purposes, including satisfaction of the probationary period shall be based upon total length of service in a covered or equivalent job classification within the New York City Public School system.

16.2 When a position is eliminated at a school and not transferred to another school, individuals shall be selected for reduction in the following order: First, any person who holds a full-time job with the Department of Education that pays the same or higher rate of pay (if there is more than one such person in the classification that is being reduced, the person with the least

building seniority in the classification will be selected first), and these employees will not have bumping rights; second, the person with the least seniority in the classification, based on building seniority – i.e. length of service in the classification in the building.

16.3 In the event of a reduction in force at one building, if there is an open position in the same classification within the borough with the same shift and same or greater number of hours, the employee may be transferred to that open position at the Employer's discretion. If there is no appropriate open position, any affected employee with at least one year of seniority may bump the least senior employee in the borough within the classification subject to this Agreement, or choose to be placed on the recall list.

16.4 Any employee who has been employed for one (1) year or more who is laid off, shall have the right of recall to any vacant bargaining unit position in the borough, provided that the period of layoff of such employee does not exceed twelve months. Recall shall be by seniority. In the event any employee does not accept recall, successive notice shall be sent to qualified employees until the list of qualified employees is exhausted. An employee may turn down a position in a different borough or that provides fewer hours and remain on the recall list. Upon reemployment, full seniority status shall be credited to the employee. An employee on the recall list who turns down a position within the borough with at least the same number of hours shall be placed at the bottom of the recall list; if the employee turns down a second offered position within the borough with the same number of hours, (s)he will be removed from the recall list.

16.5 Seniority rights are lost if any employee quits, is discharged for cause, fails to report or communicate within seven business days after notice of recall, or is laid-off for more than twelve months, except that where a layoff affects more than three percent of the workforce, employees will retain their seniority rights for twenty-four months.

Article 17. Vacancies

17.1 The Employer shall post all vacancies.

17.2 In filling vacancies or newly created positions in the bargaining unit, preference shall be given to those employees already employed in the building, based upon the employee's seniority, but training, ability, work performance, and experience, where required, shall also be considered.

17.3 If the position is not filled by an employee in the building, preference shall be given to other employees in the bargaining unit, based upon seniority, but training, ability, work performance, and experience, where required shall also be considered. For purposes of this Section 17.3, the selection of one of the three most senior applicants shall not be subject to the grievance procedure.

17.4 If the position is not filled by an employee currently in the bargaining unit, preference shall be given to a bargaining unit member on the recall list based on seniority, but

training, ability, work performance, and experience, where required, shall also be considered.

17.5 This process need not be followed with respect to a vacancy created because an employee has successfully bid and received assignment to a vacant position. The vacancy created by such a move may be filled by the Employer in the manner the Employer sees fit, provided that individuals on the recall list shall be given preference over new hires.

17.6 All vacancies and newly created positions shall be subject to an electronic posting by the Employer for a period of seven (7) calendar days so that bargaining unit employees can express an interest in filling the position. As soon as practicable, the Employer will ensure that employees have access to postings that will enable them to review postings promptly.

17.7 The Employer shall have the ability to establish the skills required for a particular position, but any necessary or preferred skills must be included in the job posting.

Article 18. Uniforms & Changing Rooms

18.1 If the Employer requires the employees to wear uniforms, the Employer shall provide wash and wear uniforms without cost to the employees and the Employer will be required to provide for their maintenance. Upon termination of employment, employees shall return their uniforms to the Employer.

18.2 If the Employer requires employees to wear uniforms, the Employer will provide employees with changing rooms.

Article 19. Health and Safety

19.1 The Employer shall provide and maintain a safe and healthy work place for all employees, and the Employer shall comply with all federal, state and local laws relating to health and safety. The Employer will provide all necessary supplies and protective gear free of charge. The Employer shall provide appropriate equipment to all employees who clear snow.

Article 20. Successors, Assigns and Subcontracting

20.1 The Employer shall not subcontract, transfer, lease or assign, in whole or in part, to any other person, firm, corporation, partnership, or non-unit workers, bargaining unit work presently performed or hereafter assigned to employees in the bargaining unit, unless the Employer ensures that such entities employ bargaining unit employees under wages and benefits that are no less than those provided under this Agreement. The parties recognize that Custodian Engineers and/or the Department of Education have heretofore engaged Department of Education employees and independent contractors to perform certain kinds of work that bargaining unit members also perform. This provision is not meant to prohibit the continued utilization of Department of Education employees or independent contractors that is consistent with the established past practice of Custodian Engineers and/or the Department of Education.

20.2 In the event the Employer sells or transfers all or any part of its business or accounts which are subject to this Agreement, the Employer shall require the acquiring employer to assume this Agreement.

20.3 To the extent permitted by law, this agreement shall be binding on any other entities that the Employer or its principals establishes or operates which perform work subject to this Agreement.

Article 21. Non-Discrimination

21.1 There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, sexual orientation, union membership, or any characteristic protected by law.

Article 22. Work Authorization and Status Disputes

22.1 The parties recognize that questions involving an employee's work status or personal information may arise during the course of his/her employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control. The parties agree to attempt to minimize the impact of such issues on both the affected employees and employers by working together to fairly resolve such issues while complying with all applicable laws.

Article 23. Grievance/Arbitration

23.1 All disputes or differences involving the interpretation or application of this agreement that arise between the Employer and the Union shall be resolved as provided in this Article, except where otherwise provided in this Agreement.

23.2 All grievances shall be presented in writing (including by e-mail) within 60 calendar days after the Union has or should have had knowledge of the dispute, unless the parties agree to an extension or the Arbitrator finds good cause shown for an extension.

23.3 The parties shall hold a meeting on any unresolved grievance within thirty (30) days of filing the grievance. If the Employer does not make itself available for a meeting within that time frame, the Union may proceed to arbitration.

23.4 All unresolved grievances shall be subject to final and binding arbitration before an arbitrator selected by rotation from the following panel: Melissa Biren, Deborah Gaines, and Gary Kendellen. The parties may add additional arbitrators to the panel by mutual agreement. Either party may initiate arbitration by notifying the other party in writing. All hearings shall be held at the Union's office unless otherwise agreed to by the Employer and the Union. The oath-taking and statutory notice provisions in the New York Civil Practice Law and Rules are waived.

23.5 The parties agree that there shall be no recordings or transcription of the arbitration hearings unless mutually agreed to by the Union and the Employer.

23.6 All grievants attending grievance hearings and arbitrations during their regularly scheduled hours shall be paid their regular wages by the Employer. Employee witnesses shall be paid for lost time due to their participation in any arbitration hearing. This provision shall be limited to one employee witness.

23.7 The Arbitrator shall have the power to grant any remedy required to correct a violation of this Agreement, but shall not have the power to modify the Agreement. Unless the parties consent to an extension in writing, the Arbitrator shall issue an award in writing within thirty days after a hearing closes.

23.8 Should either party fail to abide by an arbitration award within two weeks after the award is delivered to the parties by the Arbitrator, the other may take any action it deems necessary to secure compliance with the Award, including filing suit to enforce the Award. If a court orders enforcement of an arbitration award, the prevailing party shall be entitled to recover its attorneys' fees and court costs from the other party.

Article 24. Picket Line/No Strike Clause

24.1 No employee covered by this Agreement shall be required to pass lawful primary picket lines established in an authorized strike, including picket lines established by Local 32BJ pursuant to an authorized strike against the Employer at another job location or against another employer performing services for the Employer or the Department of Education. The Employer may not permanently replace or discipline any employee who refuses to pass such a picket line.

24.2 There shall be no lockouts, and no strikes except that the Union may call a strike or work stoppage (a) after five (5) business days notice where the Employer has violated Section 1.1 of this agreement, or (b) where the Employer fails to comply with an Arbitrator's Award within three weeks after service of the award on the parties. Any strike over failure to comply with an Arbitrator's Award may be directed only to the particular school(s) affected by the Arbitrator's Award, and only for the purpose of obtaining compliance with the Award.

Article 25. Duration

25.1 This Agreement shall be effective from August 12, 2016 through June 30, 2019, except that if the Employer's contract with the Department of Education is renewed or extended prior to April 30, 2019, then the Agreement shall expire on June 30, 2020.

Article 26. Ratification

26.1 This Agreement is subject to ratification by the members of the Union who are covered by this Agreement.

SEIU Local 32BJ

NYC School Support Services

By: 

By: 

Dated: 9/28/16

Dated: 9/28/2016

Side Letter on Specialty Assignments (TA)

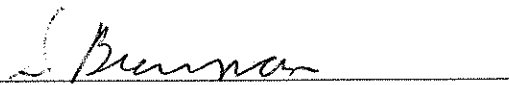
In furtherance of the 2016 NYCSSS – Local 32BJ collective bargaining agreement, the parties agree as follows:

The parties will continue to discuss the creation of specialty assignments in which teams of Cleaners and/or Handypersons regularly travel among schools to perform specific tasks. Among the subjects of discussion will be (1) how personnel are selected for such an assignment; (2) what differential, if any, may be paid to employees working on such an assignment; (3) the geographic area covered by such teams; (4) what type of training will be provided for workers to perform the identified tasks; and (5) job protections for workers in case these teams are disbanded – e.g. bumping rights and/or right to return to prior positions. The Employer will not implement specialty assignment teams prior to negotiation of these issues.

SEIU Local 32BJ

NYC School Support Services

By: 

By: 

Dated: 9/28/16

Dated: 9/28/2016