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BC/4692

AGREEMENT

between

**CANTON CUSTODIAL WORKERS'
ASSOCIATION, NYSUT**

and

**SUPERINTENDENT OF SCHOOLS
CANTON CENTRAL SCHOOL DISTRICT**

July 1, 2003 - June 30, 2006

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ADMINISTRATION

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**AGREEMENT BETWEEN THE
CANTON CUSTODIAL WORKERS ASSOCIATION (NYSUT)
AND THE
SUPERINTENDENT OF SCHOOLS, CANTON CENTRAL SCHOOL
DISTRICT**

INTRODUCTION AND PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (Public Employee's Fair Employment Act), this Agreement is made this 9~~th~~ day of August, 2005, between the Superintendent of the Canton Central School District, St. Lawrence County, New York, hereinafter referred to as the Superintendent, and the Canton Central School Custodial Workers Association, Canton, New York, hereinafter referred to as the Association.

WHEREAS, Chapter 392 of the Laws of 1967 provides that the Superintendent and the Association shall negotiate to reach a mutual understanding regarding matters relating to terms and conditions of employment, and

WHEREAS, the Association has been duly recognized as the exclusive bargaining agent for the unit composed of all custodial and maintenance personnel, and

WHEREAS, mutual agreement has been reached as to the following matters relating to terms and conditions of employment,

NOW, THEREFORE, it is mutually agreed between the parties:

ARTICLE I - RECOGNITION OF UNIT

The Canton Central School District, having determined that the Canton Central Custodial Workers Association is supported by a majority of the custodial workers and maintenance personnel in a unit composed of all custodial workers and maintenance personnel recognizes the Canton Central Custodial Workers Association as the exclusive negotiating agent for the custodial workers and maintenance personnel exclusive of the Director of Support Services and

the Afternoon Shift Supervisor in such unit. Such recognition shall be for the maximum period provided by law.

The Board further agrees that all newly created custodial workers and/or maintenance positions shall be in the bargaining unit. The Superintendent agrees not to negotiate with any other custodial workers and maintenance organization other than the Association for the duration of this Agreement.

This recognition constitutes an agreement between the Superintendent and the Association to reach a mutual understanding regarding matters related to terms and conditions of employment. The Superintendent and the Association recognize that they operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes.

ARTICLE II - PROCEDURES FOR NEGOTIATION

The parties agree to enter into good faith negotiations for a successor Agreement and upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set. All issues proposed for discussion shall be submitted in writing by the Association and the Superintendent at the first meeting. The second and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

ARTICLE III - PAYROLL DEDUCTIONS

Section 1. - Dues: The Association member may choose to have dues withheld in equal, or nearly equal, payments beginning in July and ending in June from his/her bi-weekly pay.

Section 2. - Retirement System Loan: Payroll deductions are authorized for loans granted to employees by the Retirement System.

Section 3. - Agency Fee: Effective July 1, 1978, the Canton Central School shall deduct from the wage or salary of employees in the bargaining unit of the Canton Custodial Workers Association with ninety (90) working days of continuous service who are not members of the Association an amount equivalent to the dues levied by the Association and shall transmit the

sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure. The agency shop fee deduction shall be made following the same procedures as applicable for dues checkoff, except as otherwise mandated by law or this Article of the Agreement.

ARTICLE IV - WORKING CONDITIONS

Section 1. Effective July 1, 1992, members of the bargaining unit will consider the normal working day to be eight hours including one-half hour for lunch break. The working day shall be for a continuous eight-hour period. Each shift will have a half-hour lunch break.

Section 2. A daily coffee break of twenty (20) minutes will be allowed for each shift at a time mutually acceptable to the shift supervisor and bargaining unit members.

Section 3. Any employee having to work more than forty (40) hours in any one week shall receive one and one-half times his/her present hourly rate of pay for all hours over forty. Overtime work must be authorized by the designated appropriate administrator before it is performed. A rotation list shall be maintained by the District for use when calling in unit members for pre-scheduled overtime, except snowplowing. In computing overtime, only hours actually worked, paid holidays, paid vacation days, and snow days will be counted toward the 40-hour work week. No other type of leave, paid or unpaid, shall count toward the 40 hours. Any employee called in to work in an emergency shall be guaranteed a minimum of two-(2) hours pay.

Section 4. At time of employment, each member of the bargaining unit shall be given a general description of the duties that he/she is expected to perform. Each employee shall be expected to perform all reasonable duties assigned to him/her by supervisors.

Section 5. The Board will conform to the Civil Service Law for permanent employees.

Section 6. Before employee is dismissed for reasons of cutbacks, job abolishment or any other form of attrition, he/she will be given consideration for placement in existing jobs for which he/she is qualified, should such jobs be available.

Section 7. Whenever possible, the District will make any staff reductions by attrition.

Section 8. When a member of the bargaining unit terminates his/her employment at Canton Central School, members of the unit who have satisfactorily demonstrated their qualifications for a promotion to the open job classification will be given first preference for the position, in order of seniority. Nothing in this section shall be construed as meaning that employees in one job classification shall have any claim to assignment to other duties within that job classification. Promotion shall be defined as meaning a change from full-time custodial worker to maintenance, from evening shift to day shift, or from part-time custodial worker to full-time custodial worker.

A unit member who receives such a promotion will be subject to a trial period of 60 working days. His/her job performance will be reviewed at an informal conference after 30 working days. The unit member may request that representatives of the Association be present at this informal review. If the District has any concerns regarding the unit member's job performance, specific suggestions for improvement will be put in writing and given to both the unit member and the Association President. A second informal review conference will be held if requested by either party on or about 45 working days into the trial period. In the event the District determines, at the conclusion of this trial period, that the employee will be returned to his/her former position, such decision shall not be subject to the reasonable cause section of this Article, except that procedural aspects of the informal review conference(s) shall be subject to the grievance procedure.

Section 9. No permanent member of the bargaining unit will be disciplined or dismissed without reasonable cause. Such actions will be consistent with generally recognized principles of progressive discipline.

Section 10. The District shall provide five (5) pairs of coveralls to unit members who claim them for use on the job. Unit members will be responsible for any necessary cleaning and repairs, and, prior to claiming another pair of coveralls in the future, must turn in the previously claimed pair. An annual assessment will be conducted by the Association President and the Director of Operations to determine whether additional pairs of coveralls should be ordered for the following year.

Section 11. The workload shall be distributed equally among unit members.

Section 12. The District will provide six (6) shirts per unit member per year. Unit members agree to wear the shirts while on duty.

Section 13. When unit members are called in to work for the day shift, an administrator or his/her designee (not a unit member) shall do the calling. A rotation list shall be maintained by the District for use in any such call-ins.

ARTICLE V - HOLIDAYS

Section 1. All members of the bargaining unit shall receive eleven (11) of the following holidays.

New Year's Day, President's Day as observed by the District, Good Friday as observed by the District, Memorial Day, July 4th (Independence Day), Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Friday after, Christmas and day before. In addition, one additional floating holiday per year may be taken at the discretion of the employee with prior approval of appropriate supervisor.

Section 2. If holidays fall on Saturday or Sunday during the school year, the school calendar will be followed in regard to the observance of the holiday. Any employee having to work on a holiday shall choose either time and one-half or a day and one-half off in lieu of the holiday. This choice is to be made at the time of accepting holiday work. If the choice is for a day and one-half off, the day and one-half shall be chosen by the employee provided extenuating circumstances don't require his/her employment on the selected date.

Section 3. When a holiday falls on an employee's regularly scheduled day off, he/she shall receive another day off in lieu of the holiday.

ARTICLE VI - VACATIONS

Section 1. After 1 year of service - 12 days
 After 6 years of service - 17 days

One (1) additional day vacation after each two (2) years of service beyond six (6) years to a maximum of 25 days.*

8 years of service - 18 days
10 years of service - 19 days
12 years of service - 20 days
14 years of service - 21 days
16 years of service - 22 days
18 years of service - 23 days
20 years of service - 24 days

22 years of service - 25 days

Section 2. When a holiday falls in a vacation period, an additional day off shall be granted. No employee will be permitted to use more than his/her allotted vacation. These vacations are with pay.

Section 3. An employee must give the District three (3) days notice before taking a vacation day(s).

Section 4. Use of vacation time shall be discretionary except during the two-(2) weeks preceding the end of the school year and the two-(2) weeks preceding the beginning of the school year. (However, vacation during these time periods is not prohibited.) Further, upon receipt of any vacation request that would result in the vacation of more than two (2) unit members (other than the midnight shift custodial worker) on the same regularly scheduled school workday**, the Director of Operations has the discretion to reschedule such requested vacation to a mutually agreeable time. However, the vacation of more than two (2) unit members on these days is not prohibited.

*Section 5. Unit members hired after September 1, 1995, shall receive a maximum of 20 vacation days in any given work year.

**A "regularly scheduled school workday" shall be defined as one of the 180 days each school year that school is in session.

ARTICLE VII - SICK LEAVE

Section 1. Employees shall receive sick time at the rate of eighteen (18) days per year, accumulative to one hundred eighty (180) days. These sick days shall commence July 1 and be accumulated at the rate of one and one-half days per month.

Sick leave may include personal illness or sickness in the immediate family. The employee shall determine what constitutes "immediate family." However, family sick leave shall not exceed twenty (20) days a year. (Additional leave and/or benefits may be available under the Family and Medical Leave Act of 1993.)

The intent of this provision is to permit employees to care for ill or injured family members where such personal care and attention may be required or advisable from the standpoint of the family member's recovery.

This provision may also be utilized to accompany a family member(s) for rest or recuperation:

- ▷ where the family member resides outside of the State.
- ▷ where the family member(s) would be traveling outside of the State.

Only when all of the following criteria are met:

- a. A written statement is provided from the doctor who has been caring for the family member, specifying:
 1. That it is necessary for the patient's recovery that he/she travel to the new location (in situations that apply).
 2. That it is necessary for the patient to have someone present.
- b. A written statement from the employee giving justification why he/she must be the one to be present with family member. (The District is entitled to receive this written justification; not to judge its validity.)

If a and b above are complied with, then this provision may be utilized for an employee to accompany a family member(s) for rest or recuperation where the family member would be traveling to a location outside of the State.

Section 2. Where reasonable cause exists to suspect a unit member has abused the intent of the sick leave provision outlined in Section 1 above, the Superintendent may require the employee to substantiate that such absence was in keeping with the letter and intent of the sick leave provision.

Section 3. Each fiscal year, a record of accrued leave time will be provided to each unit member on a quarterly basis.

Section 4. When a unit member is absent from work due to injury or illness which is covered by Workers' Compensation, he/she shall not lose accumulated sick leave for the first thirty (30) working days. Thereafter, the unit member may either use accumulated sick leave credits and continue to receive full salary or receive the weekly compensation checks with no charge to sick leave credits.

ARTICLE VIII - PERSONAL LEAVE

Section 1. Death in the Immediate Family: Three (3) days leave of absence will be granted, at the time of death, for each instance of death in the immediate family. The employee shall determine what constitutes immediate family.

Section 2. Jury Duty: Time to be granted without loss of pay and not to be considered personal leave time. All monies received for jury duty to be returned to the District with the exception of mileage reimbursement.

Section 3. Leave of Absence: Upon the recommendation of the Superintendent, the Board may grant a bargaining unit member a leave of absence without pay for up to one year.

ARTICLE IX - RETIREMENT

Section 1. The District has adopted Section 75-*i* of the New York State Employees' Retirement System covering Tier 1 and Tier 2 employees. The District will continue to fund any annual change in the contribution rate for plan 75-*i* at a level equal to any change in plan 75-*c*. (For example, in any given year, if the contribution rate for plan 75-*c* rises 1% and 75-*i* rises 1.5%, the District would fund 1%.) Any difference in contribution rates in each year between plans 75-*c* and 75-*i* will result in a salary adjustment for each affected employee. The dollar amount of such adjustment will be agreed upon by the Association and the District by April 1 of each year. Adjustment will be made by payroll deduction commencing the first payroll period subsequent to April 1 of each year.

Section 2. The Board will assume full retirement costs under the New York State Employee's one-fiftieth noncontributory plan. At time of retirement, unit members shall receive \$15. per day for all unused days for ten (10) or more years of service.

ARTICLE X - SENIORITY

Section 1. New employees shall serve a probationary period of three (3) calendar months and will be considered permanent employees upon the commencement of the fourth (4th) calendar month of service. Seniority shall become effective on the date of permanent appointment, retroactive to the initial employment date..

Section 2. For substitutes hired as regular employees, the three calendar month probationary period shall be reduced by the amount of substitute service performed by the employee during the year immediately preceding the date of hire, except that in no event will the probationary period be reduced to fewer than thirty (30) calendar days. While substitute service may be used to reduce the probationary period, substitute service may not count toward seniority.

Section 3. In the event of layoffs, reductions in hours and recalls, a strict seniority system will be followed in each job category. The first person to be laid off or reduced will be the last person hired; when recalled, the last to be laid off or reduced will be the first to be recalled.

ARTICLE XI - SAVINGS CLAUSE

Any rights, privileges or benefits not included in this Agreement but granted to non-teaching personnel in the past may be brought up for negotiation or clarification by either party during the term of this contract.

ARTICLE XII - SNOW DAYS

Section 1. Personnel designated as essential will work snow days. They will be paid their regular rate for hours worked on a snow day. They will either receive time off on another day for hours worked on a snow day or be paid at straight time, additionally, for all such hours worked; the District will determine which of the two (2) options will apply.

Section 2. Bargaining unit members, who plow snow during their regular shift on a snow day, will be paid their regular rate for said hours. They will either receive time off on another day for hours worked during their regular shift on a snow day or be paid at regular rate, additionally, for all such hours worked; the District will determine which of the two (2) options will apply.

Section 3. Personnel designated as essential must make every effort to report in on snow days. Individuals designated as essential who do not make a reasonable attempt will not be paid.

Section 4. Essential personnel shall be designated by the appropriate administrator or his/her designee.

ARTICLE XIII - RECIPROCAL RIGHTS

Section 1. The employer shall recognize the right of the Association to designate representatives to appear on their behalf to discuss salaries, working conditions, benefits, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours, provided that the work schedule is not disrupted.

Section 2. The employer shall so administer its obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employees by reason of sex, nationality, race, creed or union affiliation.

Section 3. The Association shall have the right to post notices and other communications on designated bulletin boards maintained on the premises and facilities of the employer. Officers and agents of the Association have the right to visit the employer's facilities for the purposes of adjusting grievances and administering the terms and conditions of this Agreement by appointment with the immediate supervisor, provided that the work schedule is not disrupted.

Section 4. Members of the bargaining unit who are designated or elected by the Association for the purpose of adjusting grievances or assisting in the administration of this contract, shall be permitted time from their regular duties to attempt to work out a problem immediately, with the approval of the shift supervisor.

Section 5. Effective July 1, 1999, the Association shall be granted three (3) Association days, for purpose of Association business.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. Grievance Procedure for Custodial Personnel

The Board of Education of the Canton Central School District, in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees, does hereby establish and adopt the following procedures for the orderly settlement of grievances of members of the custodial staff of the Canton Central School District to be effective at the signing of this contract.

B. Declaration of Policy

In order to establish a more harmonious and cooperative relationship between custodial staff, administrators and members of the Board of Education, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of members of the bargaining unit pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

C. Definitions

1. EMPLOYEE shall mean any member of the bargaining unit or any group of such employees.
2. ADMINISTRATOR shall mean the Shift Supervisor or the Director of Support Services, or other administrator designated by the Superintendent. Chief Administrator shall mean the Superintendent of Schools.
3. REPRESENTATIVE shall mean the person or persons designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
4. GRIEVANCE shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, regulations, policies or terms of this contract which relate to or involve the employee in the exercise of the duties assigned to him/her.

D. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
3. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such cases.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Chief Administrator of the District to take such action as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the time specified in these procedures.
7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of his/her assignment. They are not designated to be used for changing such rules or establishing new ones.

E. Procedures

1. Informal Stage:

The aggrieved employee shall orally present his/her grievance to the Director of Operations who shall orally and informally discuss the grievance with the aggrieved employee. He/She shall render his/her determination to the aggrieved employee within five (5) business days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the Formal Stage.

2. Formal Stage:

- a. Within five (5) business days after a determination has been made at the preceding stage, the aggrieved employee may make a written request to the Chief Administrator or his/her designee for review and determination. If the Chief Administrator designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination.
- b. The Chief Administrator or his/her designee shall immediately notify the aggrieved employee, immediate supervisor and any other administrator rendering a determination in the case, to submit written statement to him/her within five (5) business days setting forth the specific nature of the grievance, the facts relating thereto and the determination(s) previously rendered.
- c. If such is requested in the written statement of either party pursuant to paragraph b, the Chief Administrator or his/her designee shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearings shall be held within five (5) business days of receipt of the written statements pursuant to paragraph b.
- d. The Chief Administrator or his/her designee shall render his/her determination within ten (10) business days after the written statements, pursuant to paragraph b, have been presented to him/her.
- e. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the Board Stage.

3. Board Stage:

The aggrieved employee may, within five (5) business days of the final determination by the Chief Administrator, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the president of the Board of Education. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision within ten (10) business days after receiving the request for review.

4. Arbitration:
- a. After procedures have been followed as set forth in the previous step, if the employee, the representative, and the Association do not agree with the decision and it is determined by the Association that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) business days of the decision at Stage 3.
 - b. Within five (5) business days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days, a request for a list of arbitrators will be made to the American Arbitration Association.
 - c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings in fact, reasoning and conclusion on the issues.
 - d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
 - e. The decision of the arbitrator shall be final and binding upon all parties only in grievances arising out of interpretation of the terms of this contract. If the Association wishes to pursue grievances arising from interpretation of laws, rules, regulations or policies not covered in this contract beyond the Board Stage, they shall be appealed through the courts or to the Commissioner of Education.
 - f. The costs for the services of the arbitrator shall be borne equally by the Board of Education and the Association.
5. Management Grievance: It is recognized by the Association that the Chief School Administrator may utilize this grievance procedure in the following prescribed manner in instances of alleged violations by the Association or its officers as

defined in Article C-4. The CSA shall use the following procedure in attempting to resolve a grievance.

Stage 1: The CSA shall, within ten (10) days of the date of the situation which is being grieved, present all facts and circumstances concerning the alleged violation in writing to the Association President. Within ten (10) days, the CSA and the President shall meet in an attempt to resolve the grievance.

Stage 2: If the CSA is not satisfied with the resolution suggested by the President, he/she may appeal the recommendation to the Executive Committee of the Association. At this stage, both the CSA and the President, their representatives (if any) and any witness shall be heard. The President shall preside at this meeting but shall have no vote. A majority vote of the Executive Committee shall determine its decision. Such decision shall be rendered within ten (10) days of the end of the hearing.

Stage 3: If the CSA is not satisfied with the decision at Stage 2, he/she may pursue that grievance to binding arbitration. Stage 4 of the Grievance Procedure shall be followed.

Should the CSA employ this section in an effort to resolve an alleged violation, then the District shall not take any disciplinary action against any individual involved at any stage in the grievance.

A grievance filed under this section shall be deemed resolved when the Chief School Administrator fails to pursue the matter to the next stage within ten (10) days after a decision has been rendered or when the decision of the arbitrator is rendered.

ARTICLE XV - HEALTH INSURANCE

Section 1. Insurance coverage for employees covered by this Agreement will be one hundred percent (100%) for employee's coverage and one hundred percent (100%) for dependent's coverage in the St. Lawrence County Employees' Plan. Employees who retire with ten (10) or more years service in the District shall have 100% of the cost of their individual and dependent health insurance paid by the District.

Section 2. An employee on leave of absence may continue his/her health insurance coverage by paying the entire cost of the plan.

Section 3. The Canton Custodial Workers' Association agrees to reopen this Agreement, upon request by the District, should agreement be reached with any other bargaining unit of the District (except the Canton Food Service Workers) to modify the current health insurance coverage in any manner.

ARTICLE XVI - SALARY

Section 1. – Salary:

	Maintenance	Full-time Custodial Worker	Part-time Cleaner**
2003-04	30,267.	28,927.	14,464.
2004-05	31,251.	29,867.	14,934.
2005-06	32,345.	30,912.	15,456.

Unit members hired after July 1, 1999 shall be paid as follows:

- \$2,500. less than the regular rate during their first year* of employment.
- \$1,700. less than the regular rate during their second year* of employment.
- \$900. less than the regular rate during their third year* of employment.
- the regular rate beginning in their fourth year* of employment.

*Each year of employment shall be determined by the unit member's employment anniversary date.

**Hiring rates for part-time cleaner shall be pro-rated from the above rates.

Section 2. - Longevity:

\$800 after 15, 20, 25, and 30 years for custodial worker and maintenance.

\$400 after 15, 20, 25, and 30 years for part-time cleaners. The 11-7 shift shall receive a salary differential of 5 cents (5¢) an hour.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

Section 1. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, or modified only through the voluntary consent of both parties in a written and signed amendment to the Agreement.

Section 2. Except as expressly limited by other provision of this contract, the parties to this contract agree that all of the authority, rights and responsibilities possessed by each party are retained by such respective party.

Section 3. A copy of this Agreement, and any amendments thereto, shall be distributed to all members of this community of interest.

Section 4. 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 therefore, shall not become effective until the appropriate legislative body has given approval.

Section 5. Personnel Files - A personnel file shall be maintained for every unit member and shall be available for review or copying upon request.

An incident or concern which has not been reduced to writing within fifteen (15) working days of occurrence or of discovery by the District, whichever is later, may not be added to the file. Derogatory material shall be placed in the file only after the employee has been given the chance to see the material and to sign it, the signature merely indicating the employee has seen the material.

The employee may attach a rebuttal to the material or may have the material removed (through the grievance process) if it is inaccurate, inappropriate or misleading. Only material in the file through the foregoing procedure may be used at any disciplinary proceeding involving the employee unless the action is based solely on an incident which has just occurred in which case testimony and evidence about that incident may be used at the proceeding.

Section 6. A committee will be created for the sole purpose of developing a performance evaluation procedure for all unit members. The committee shall consist of two (2) District representatives and two (2) representatives designated by the Association. The committee shall operate by consensus. The committee shall complete its recommendations by September 30, 2005.

Section 7. Substitute and Temporary Workers – The parties recognize the right of the District to employ substitute and/or temporary help to deal with unexpected, short-term, or limited problems or projects.

A “*substitute*” shall mean an individual replacing a unit member, who is absent from work for reasons other than scheduled holidays or normal days off, but is expected to return.

A “*temporary worker*” is one who is employed for a limited, reasonably definable, period of time to deal with a relatively short-term increase in the custodial/maintenance work load. “*Temporary workers*” will not be utilized by the District to avoid its contractual responsibility to the Canton Custodial Workers’ Association as the recognized bargaining representative of Canton Central School District maintenance and custodial workers.

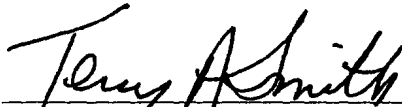
Neither “*substitute*” or “*temporary*” workers shall be considered members of the bargaining unit.

Section 8. Except as otherwise noted, all language changes will become effective upon the signing of this contract. However, salary increases will be retroactive to July 1, 2003, and retroactivity will apply to overtime as well.

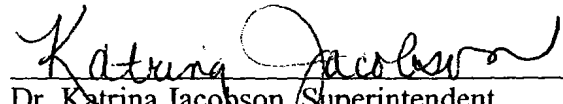
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 9th day of August, 2005.

FOR THE CANTON CUSTODIAL
WORKERS' ASSOCIATION, NYSUT

FOR THE CANTON CENTRAL
SCHOOL DISTRICT



Terry Smith, President



Dr. Katrina Jacobson, Superintendent