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Custodial Agreement

Agreement for
July 1, 2009 - June 30, 2012

between

The Superintendent of Schools

of the

Coxsackie-Athens Central
School District

and the

Coxsackie-Athens Custodial
Employees Association

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INTRODUCTION

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase harmonious working relationships between the Coxsackie-Athens Central School District (hereinafter referred to as the "Employer") and its custodial employees represented by the Custodial Employees Association (hereinafter referred to as the "Association"), and to enable the custodial personnel to participate in and contribute to the development of policies for the school district, this agreement between the Employer and the Association has been mutually drawn up and agreed upon.

ARTICLE 1 - Recognition of Employee Organization

The Employer recognizes the Custodial Employees Association as the exclusive representative for collective negotiations for all custodial, cleaner and maintenance employees of the school district excluding the Director of Facilities and Operations, and employees employed exclusively on an hourly/daily basis and messenger. Positions left vacant by currently employed custodians/head custodians will be filled as bargaining unit positions for the term of the agreement. The Association shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this agreement.

ARTICLE 2 - Negotiation Procedures

- A. The Employer and the Association shall enter into good faith negotiations over a successor agreement no later than February 1, or a mutually agreed to later date, of the calendar year in which this agreement expires.
- B. Negotiations shall be conducted by a team representing the Employer and a team representing the Association.
- C. Negotiated agreements shall be reduced to writing, but shall not become binding until signed by an authorized representative of both the Employer and the Association.

ARTICLE 3 - Working Hours and Conditions

- A. The regular work day shall be 8 hours. The regular work week shall be 40 hours. Individual custodial staff members' work schedules shall be assigned by the appropriate administrator or supervisor to whom the staff member is responsible.
- B. Whenever school is not in session, the work day for full-time custodial personnel shall be 7 ½ hours.

ARTICLE 4 - Holidays

- A. The following 14 holidays will be allowed each year:

Independence Day	New Year's Day (2)
Labor Day	Lincoln's Birthday or Washington's Birthday
Columbus Day	Good Friday
Veterans Day	Memorial Day
Thanksgiving Day (2)	Martin Luther King Jr. Day
Christmas Day (2)	
- B. When Christmas and New Year's Day occur on a Saturday, the holiday will be observed Friday. When Christmas and New Year's Day occur on a Sunday, the holiday will be observed Monday. In either case, two additional days selected by the Superintendent of Schools will be granted as holidays during the Christmas recess period when school is not in session.

- C. If any of these holidays occur on a Saturday, or on a day when school is in session, another day when school is not in session may be allowed as a holiday at the discretion of the Superintendent of Schools.

ARTICLE 5 - Vacation

- A. ***Employees hired before January 1, 1995-*** The following annual vacation allowances shall be granted for full-time custodial personnel employed on a 12-month basis:

1. Ten working days from one through five full years of uninterrupted service in the school district.
2. Two additional days for each full year from six through ten full years of uninterrupted service in the school district to a maximum of 20 working days of vacation.

Any holiday as specified in Article 4, Section A shall not be considered a working day in the determination of vacation allowances.

Annual vacation allowances shall be taken subsequent to July 1. Employees in their first year of employment may take vacation on a pro-rata basis after July 1.

- B. ***Employees hired after January 1, 1995,*** shall receive 5 working days vacation during their second, third, and fourth year of service. During their fifth, sixth and seventh year of service, such employees shall receive 10 working days vacation. During their eighth through twelfth year of service such employees shall receive an additional vacation day for each additional year of service.

During their thirteenth and fourteenth year of service, such employees shall receive an additional two days of vacation for each additional year of service. During the fifteenth year, the employee shall receive one additional vacation day up to the maximum vacation allowance of 20 days per year. Schedule A sets forth the number of vacation days to which employees hired after January 1, 1995 are entitled.

- C. Uninterrupted service shall be considered as continuous employment.

- D. Unused vacation days shall not be cumulative from year to year.

- E. Additional remuneration shall not be given in lieu of unused vacation days.

- F. Requests for vacation shall be submitted (2) weeks in advance in writing by the employee and not later than March 15th annually, and shall be approved in advance by the employee's supervisor and the Superintendent of Schools. Vacations shall not be scheduled during the 10 calendar day period prior to the opening of school in September.

- G. During the school year vacation assignments will be approved on a rotating - seniority basis by building. The person at the top of the seniority list (in any building) will have first choice of vacation dates. After assignments are made, the top name will move to the bottom of the list, second name to the top, etc. However, district wide seniority shall be used for vacation scheduling when school is not in session.

- H. The number of bargaining unit employees who may be on vacation at the same time shall be limited to two when school is in session and to five when school is not in session, with no more than two at the

high school and one at each of the other buildings.

ARTICLE 6 - Leaves

- A. *Employees hired prior to January 1, 1995 and* employed full-time on a 12 month basis shall be allowed 18 days sick leave per year. *Employees hired after January 1, 1995* shall receive 12 sick leave days per year. The unused days of each year to be cumulative to a maximum of 250 days.
- B. The new year's sick leave credit shall be counted in determining the cumulative sick leave total at July 1st of each year. Any new full time custodial staff member, as defined in Section A, whose employment commences after July 1st of any year shall receive sick leave credit for the remainder of the school year prorated on the basis of the number of months remaining in the school year when employed and the annual sick leave allowance as provided in Section A.
- C. Sick leave credit may be used as follows:
1. The employee may use his accumulated sick leave credit due to personal illness. Illness shall include visits to doctors and/or dentist which cannot be scheduled except during normal working time causing an employee's absence from his normal duties.
 2. A maximum of 15 days per year of the accumulated sick leave credit may be used for absence due to illness in the immediate family. Illness shall include visits by a member of the employee's immediate family to doctors and/or dentists which cannot otherwise be scheduled causing an employee's absence from his normal duties. Immediate family shall be defined as children of employees; parent, husband, wife, brother, sister or a permanent member of the employee's household. For employees hired after January 1, 1999, a maximum of 12 days per year of the accumulated sick leave credit may be used for absence due to illness in the immediate family.
- D. When a custodial employee is absent from his duties as a result of personal injury incurred in the course of employment entitling him to benefits under the Workmen's Compensation Law of the State of New York, the employee shall receive full salary from the Employer during the period of disability up to the employee's number of accumulated sick leave days. If the employee's period of disability from the job incurred injury exceeds the employee's accumulated sick leave, all days of absence in excess of accumulated sick leave shall be without salary from the Employer. The Employer shall file with its Workmen's Compensation Insurance Carrier for reimbursement of wages paid the employee during the period of disability and shall reinstate to the employee's accumulated sick leave account the number of days derived by the following determination:
- Total amount of reimbursement received by the Employer divided by the employee's daily rate of pay at the time of disability, with any fraction in the quotient rounded to the next highest whole number of days.
- E. The Superintendent of Schools may require, at his discretion, a physician's certificate regarding the illness of the employee. Pay for any absence shall be subject to the approval of the Superintendent of Schools.
- F. Up to three (3) days of personal leave per year shall be granted in addition to accumulated sick leave, without salary deduction in order for an employee to meet important personal obligations which cannot be handled during non-working time. (Absence for medical reasons as indicated in Section C shall be

considered sick leave absence, not personal leave absence).

Request for authorized leave must be made in advance, with reason specified, to the Superintendent of Schools for his approval, except in extenuating circumstances. However, a reason need not be given if the leave request is submitted at least three work days in advance of the day requested. Leave days may not be used to extend holidays in the school calendar. Leave for unusual circumstances may be approved at the discretion of the Superintendent of Schools. Personal leave days shall be non-cumulative from year to year. Unused personal leave days shall be added to the employee's accumulated sick leave up to the 250 maximum.

Up to three (3) days of leave per year shall be granted an employee in addition to sick leave and personal leave, without salary deduction, due to death in the immediate family or immediate household. Death leave days shall be non-cumulative from year to year.

- G. Any leave requested in addition to that provided in prior sections of this article shall be considered on an individual basis by the Employer and may be granted at the discretion of the Employer.

With approval of the Superintendent of Schools, an employee may take up to one year leave of absence without pay. All accrued seniority, leaves and benefits will be frozen during the leave period and restored when the employee returns.

- H. An employee shall be granted leave without salary deduction to serve on a jury, subject to the following terms and conditions:

1. The employee must file a written request from the Employer for exemption from service and have the request denied by the Commissioner of Jurors or the court.
2. The employee shall remit to the school district all per diem pay for jury service upon receipt of same (travel and meal allowances excluded).
3. The employee shall report to work for his regular assignment on any given work day when jury service is not required, or when he/she is excused from jury service prior to his regular starting work time.

I. Sick Leave Bank

A sick leave bank shall be established in which any employee covered by the terms of this agreement may elect to participate. An employee electing to participate shall submit in writing to the Employer by September 30th of any school year a waiver of up to two days from that year's sick leave allowance to be placed in the bank. An employee who has not contributed any days to the bank will be ineligible to withdraw days from the bank. An employee who has contributed to the sick leave bank in any school year will be eligible to apply for and receive up to 10 days sick leave for each day contributed up to a maximum of 30 days in any school year, provided sufficient days are in the bank to cover required withdrawals. Withdrawals from the bank shall be limited to employees who have incurred personal disability of an extended nature due to illness or accident, other than job-incurred, which has exhausted their personal sick leave accumulation. Requests for withdrawal of days from the bank by any employee shall be submitted in writing to the Superintendent of Schools. Approval of withdrawal of days from the bank shall be made by a committee composed of the Superintendent of Schools and the President of the Association. The decisions of the above Committee shall be final and binding on all parties with respect to the administration of the sick leave bank.

J. Optional Retirement Allowances

Upon notifying the school district by March 1st of the intent to retire before commencement of the following school year, an employee will receive a lump sum cash payment upon retirement at age 55 or greater. The cash payment determined by multiplying the number of accumulated sick days by \$25.00, and would be paid in the first regularly scheduled payroll of the school year following retirement. (Maximum benefit would be \$6,250).

ARTICLE 7 - Health Insurance

A. The Blue Shield of Northeastern New York's "Secure Blue Preferred" Preferred Provider Organization (PPO) shall be added as an option for the unit effective July 1, 2001. The cost shall be shared in accordance with the existing provisions of the agreement. Any employee who meets eligibility requirements may elect to enroll in the Health Insurance Plan provided by the Employer, such plan to provide benefits at least comparable to Blue Shield of NENY with Major Medical, subject to the following conditions:

1. Eligibility for enrollment will be open to any employee covered by the terms of this agreement.
2. A new employee may be enrolled on the first of the month following the date of application, but no earlier than the first day of the initial month of employment. Application must be completed within 90 days of initial day of initial date of employment.
3. A new employee who fails to enroll within 90 days of initial employment will be eligible to enroll as a "late enrollee" effective only on July 1st of any given year.
4. If the spouse of an employee terminates health insurance coverage through his/her employer and the spouse's employer provides a written statement indicating health insurance coverage has been terminated for that spouse, such employee shall be eligible for enrollment or change of enrollment effective the first day of the month following the date of application, provided the application is made within 90 days of such termination.
5. An enrollee's coverage will terminate at the end of the month in which his employment with the school district terminates.
6. An enrollee may continue coverage during the unpaid leave of absence by paying the full cost of his coverage of each full month he is on an unpaid leave of absence.
7. Coverage through the school district group will be available, upon written request, to the dependent survivor(s) of an enrollee who dies while employed by the district, with the full monthly cost of coverage to be paid by the survivor(s), commencing the month after the month in which the enrollee dies.
8. All enrollees in the health insurance plan prior to 7/1/84 shall continue to receive 100% of the monthly cost of such coverage paid by the employer for the life of this contract.
9. Employees hired 7/1/84 to 12/31/94 shall pay 10% of the cost of health insurance coverage.
10. Employees hired *after 1/1/95*, shall pay 20% of the premium cost of the health insurance plan they select.

11. An enrollee in the school district Health Insurance Plan, upon retirement from active service, may continue enrollment in the Plan subject to Plan regulations and share-cost provisions promulgated by the Employer in District Policy #9040.
12. An employee may elect to enroll in any HMO provided by the employer as an option to the basic health Plan provided for above, subject to the rules and regulations governing HMO enrollment. The employee shall pay the percentage of the premium cost as indicated in A-9 and A-10 above. On January 1, 2010, members enrolled in the CDPHP HMO community rated plan will be converted to an EPO experience rated plan. The benefits of the EPO plan as presented will mirror the benefits of the CDPHP HMO plan on the date of conversion.
13. The Blue Shield of Northeastern New York Par Plus Indemnity Plan will be discontinued as an option for unit members hired after *July 1, 1998*, and limited to only those unit members in the plan on June 30, 1998. The Blue Shield of Northeastern New York Par Plus Indemnity Plan will be eliminated as an option for unit members effective July 1, 2010.

ARTICLE 8 - Health Insurance - Prescription Drug & Vision Coverage

- A. Prescription Drug Coverage - Any employee who meets eligibility requirements may elect to enroll in a Prescription Drug Plan provided by the Employer, such plan to provide benefits at least comparable to Blue Cross - Blue Shield Prescription Drug Plan.
- B. Vision Coverage - Effective July 1, 2001 the District will provide reimbursement for optical care (glasses and/or exams) every two years, not to exceed a total of \$175.

ARTICLE 9 - Dental Insurance

- A. The Unit and the District will agree upon a new plan to be in place July 1, 2001 or as soon as practical thereafter. The new plan may be the same plan as chosen by the CATA. The District's share of the premium shall be up to a maximum of \$38.00 per month, with the same cost shares that currently exist. Any premium in excess of \$38.00 per month shall be the responsibility of the unit member.
 1. Eligibility for enrollment will be open to any full time employee covered by the terms of this agreement.
 2. A new employee may be enrolled on the first of the month following the date of application, but no earlier than the first day of the initial month of employment.
 3. An employee who fails to enroll within 90 days of initial date of employment will be eligible to enroll as a "late enrollee" effective on July 1st of any given year.
 4. An enrollee's coverage will terminate at the end of the month in which his employment with the school district terminates.
 5. An enrollee may continue coverage during an unpaid leave of absence by paying the full cost of his coverage for each full month he is on an unpaid leave of absence.
 6. ***Employees hired before January 1, 1995*** - The Employer's share of the cost of dental insurance coverage shall be 100 percent of the monthly premium for each enrollee. ***Employees hired after January 1, 1995***, shall pay 10% of the dental insurance premium cost.

7. A representative appointed by the Employee's Association shall serve on the district's insurance committee for the purpose of reviewing available coverage and making recommendations thereon.

ARTICLE 10 - Retirement Age and Benefits

- A. The employer shall grant eligible custodial employees the opportunity to join the New York State Employee's Retirement System and shall provide for them the provisions and benefits of the 1/60th non-contributory plan of the Retirement System.
- B. The employer shall provide the benefits of Section 41, Subdivision J of the Retirement and Social Security Law as presently written or hereafter amended, granting allowance for unused sick leave for eligible employees.

ARTICLE 11 - Uniforms

- A. The employer shall purchase annually by October 1st for each full time custodial employee work clothes in any combination selected by the employee not to exceed \$200 in cost to the Employer.

The type and color of clothing and shoes shall be determined by a committee consisting of the Chief Financial Officer, Director of Facilities and the Head Building Custodians.

- B. The Employer shall provide safety equipment where necessary; such as; gloves, helmets, safety glasses and foul weather gear.

ARTICLE 12 - Salary Schedule, Salary Credit and Payment of Salary

- A. Advancement from one step to the next higher step of the salary schedule shall be automatic on July 1st of each year for each custodial staff employee provided the following conditions are met:
 1. The employee's service has been satisfactory.
 2. The employee has fulfilled Civil Service requirements for the classification he holds, or has made every effort to fulfill such requirements.
 3. The employee has been continuously employed by the district for at least six months prior to July 1st.
- B. All prior service in a particular job classification in this District will be recognized in placing a person on step on the salary schedule in this job classification. Service equivalent to one-half year or more full time will be recognized as one full year.
- C. The regular annual salary of custodial staff members employed on a 12 month basis shall be divided by 26 and paid in 26 bi-weekly payments according to the payroll schedule set by the Superintendent of Schools each year.

D. Annual Salary Schedules - Salary shall be per the attached salary schedules, with movement on schedule and step for all eligible unit members each year of the agreement. The salary schedule for 12 month employees shall be as follows:

Cleaner	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Step 1	\$27,568	\$28,188	\$28,822
Step 2	\$28,106	\$28,738	\$29,385
Step 3	\$28,655	\$29,300	\$29,959
Step 4	\$29,214	\$29,871	\$30,543
Step 5	\$29,783	\$30,453	\$31,138
Step 6	\$30,364	\$31,047	\$31,746
Step 7	\$30,958	\$31,655	\$32,367
Step 8	\$31,560	\$32,270	\$32,996
Step 9	\$32,174	\$32,898	\$33,638
Step 10	\$32,800	\$33,538	\$34,293
Step 11	\$33,438	\$34,190	\$34,959
Step 12	\$34,087	\$34,854	\$35,638
Step 13	\$34,751	\$35,533	\$36,332
Step 14	\$35,426	\$36,223	\$37,038
Step 15	\$36,115	\$36,928	\$37,759
Custodian/Maintenance	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Step 1	\$30,331	\$31,013	\$31,711
Step 2	\$30,908	\$31,603	\$32,314
Step 3	\$31,510	\$32,219	\$32,944
Step 4	\$32,125	\$32,848	\$33,587
Step 5	\$32,905	\$33,645	\$34,402
Step 6	\$33,682	\$34,440	\$35,215
Step 7	\$34,463	\$35,238	\$36,031
Step 8	\$35,238	\$36,031	\$36,842
Step 9	\$36,016	\$36,826	\$37,655
Step 10	\$36,795	\$37,623	\$38,470
Step 11	\$37,594	\$38,440	\$39,305
Step 12	\$38,325	\$39,187	\$40,069
Step 13	\$39,070	\$39,949	\$40,848
Step 14	\$39,829	\$40,725	\$41,641
Step 15	\$40,604	\$41,518	\$42,452
Head Building Custodian	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Step 1	\$34,844	\$35,628	\$36,430
Step 2	\$35,489	\$36,288	\$37,104
Step 3	\$36,163	\$36,977	\$37,809
Step 4	\$36,867	\$37,697	\$38,545
Step 5	\$37,714	\$38,563	\$39,431
Step 6	\$38,558	\$39,426	\$40,313
Step 7	\$39,422	\$40,309	\$41,216
Step 8	\$40,249	\$41,155	\$42,081
Step 9	\$41,078	\$42,002	\$42,947
Step 10	\$41,876	\$42,818	\$43,781
Step 11	\$42,691	\$43,652	\$44,634
Step 12	\$43,522	\$44,501	\$45,502
Step 13	\$44,368	\$45,366	\$46,387
Step 14	\$45,231	\$46,249	\$47,290
Step 15	\$46,111	\$47,148	\$48,209

E. Premium Pay

1. One and one-half times an employee's hourly rate of pay shall be paid for all hours worked in excess of 40 hours weekly between Monday and the following Sunday, except for holidays specified in Article 4, but including building inspection time as specified in Section F below.
2. Double time an employee's hourly rate of pay shall be paid for all hours worked on holidays as specified in Article 4, including building inspection time as specified in Section F below.
3. An employee's hourly rate of pay shall be computed by dividing his annual salary by 2,040 (the number of hours in the 52 week work year).

Longevity payments shall be paid for years of service earned prior to July 1st of each year of the contract and added to the annual salary each year of the contract as follows:

15 years of service	\$ 850
20 years of service	\$1,000

F. Building Inspection

1. It shall be the responsibility of the Head Custodian, with the approval of the Building Principal, to schedule and assign building inspections. Each building shall be inspected at least once each day on Saturdays, Sundays, and holidays as specified in Article 4, etc. An inspection of an elementary school will be expected to take no more than one hour and an inspection of the Middle/High School will be expected to take no more than one and one half hours, except when unusual conditions are found. Premium pay for building inspection time will be paid in accordance with the provisions in Section E above.
2. When an activity is scheduled on a day when building checks are also scheduled:

Morning or All Day Activities - Building inspection shall be included in the total time the custodian is assigned.

Afternoon Activities - Will not preclude the necessity for a morning building check.
3. Building checks will be made before noon on Saturdays, Sundays and Holidays, except on those days when there is an event at the school or an emergency, or other circumstances which require that a building check be made at another time. In that event, the decision shall be made by the Head Custodian, with the approval of the Building Principal.

G. Substitute in a Higher Class - Employees assigned to work in a higher class on a temporary basis shall receive an additional .45 cents per hour.

H. Call In Time

1. Employees assigned to a building use by an outside organization for regularly scheduled overtime shall work for the entire function.
2. Employees called in by their supervisor shall be paid for a minimum of two (2) hours.

I. Shift Change - Whenever possible, and except in the event of an emergency, every effort will be made by the supervisor to provide 40 hours notice of a shift change.

J. Agency Fee

1. The District shall deduct from the salaries of those members of the bargaining unit who are not members of the Association a service fee (agency fee) equivalent to the total annual per capita dues paid by members of the Association.
2. The Agency fee shall be deducted in the same matter as payroll deduction of dues, described in Section A above.
3. Any bargaining unit member subject to the agency fee charge who is employed for less than a full year or for less than a full time equivalent position shall pay a service fee equivalent to the prorated portion of the total dues paid by members of the Association.
4. The Association affirms that it has adopted the 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.
5. The Association hereby agrees that it will at all time hereafter indemnify and save harmless the District against any liability, loss, damage, cost or expense which it may incur or sustain by reason of any action, suit or proceeding which may be brought against the District by any other person, firm or corporation that may have been or may be claimed to have been damaged or injured in any way by reasons of the foregoing agency fee provision in this contract. It is further agreed that in the event any action, suit or proceeding is brought against the District or any officer or employee for any liability arising out of the aforesaid agency fee provision the said District or District officer or employee shall at once give notice in writing to the Association by mail addressed to the President of the Association. Upon the giving of such notice, the Association at its own expense shall defend any such action, suit or proceeding and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the District or its officer or employee, and in the event that any such judgment is obtained the District prior to the making of any demand upon the District for payment, will pay such judgment in its entirety.

K. Seniority

1. Layoffs
The least senior employee in his/her classification being reduced shall be laid off first.
2. Assignment of Overtime
Overtime shall be rotated on an equitable basis within each school building.
3. Transfer/Promotions
Seniority is one of many considerations for promotion and transfer. The Administration retains the right to promote, not promote, transfer or not transfer any employee. Qualified employees are entitled to apply for a job transfer or promotion and shall be granted an interview. Although granted an interview there is no guarantee that the candidate will be selected for the posted position. Should the candidate not be selected for the posted position the Superintendent shall provide the candidate with the reason why another candidate was chosen for the position.
4. Loss of Seniority
If an employee does not achieve permanent status upon promotion or transfer, he/she shall be

entitled to his/her original position without loss of seniority.

ARTICLE 13 - Grievance Procedures

A. Definitions

1. A “grievance” shall mean a complaint by an aggrieved party that there has been a misapplication, misinterpretation or other violation of this agreement.
2. An “aggrieved party” shall mean an employee or group of employees in the Association, or the Association itself.

B. Purpose

It is understood that the purpose of these procedures is to resolve grievances informally as quickly and equitable as possible, but provide third party adjudication if the grievance cannot be resolved informally.

C. Submission of Grievances

1. A grievance must be submitted in writing within twenty (20) days after the aggrieved party knew or should have known of the event or condition on which the grievance is based, or the grievance shall be deemed waived.
2. If the grievance is limited in effect to one office, department or location, the aggrieved party shall initiate the grievance at Step 2 of the Procedures contained in Section D.
3. If the grievance is not limited in effect to one office, department or location, the aggrieved party shall initiate to grievance at Step 2 of the Procedures contained in Section D.

D. Grievance Procedures

Step 1: The aggrieved party may present the grievance to his or her immediate supervisor. The supervisor shall give the aggrieved party a written response to the grievance within five (5) days of the final discussion of the grievance with the aggrieved party.

Step 2: If the grievance is not resolved at Step 1, or if the written response is not received by the aggrieved party within five (5) days as provided at Step 1, the aggrieved party may, within ten (10) days, submit the grievance to the Superintendent of Schools. The grievance must be in writing on the form provided as Schedule “B”, and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged event or condition constituting the grievance existed, and, if known, the identity of the person responsible for causing such event or condition, and a general statement of the grievance and redress sought by the aggrieved party. The Superintendent of Schools and/or his designee(s) shall confer with the aggrieved party with respect to the grievance and shall give to the aggrieved party a written response to the grievance within fifteen (15) days after it is received by him.

Step 3: If the grievance is not resolved at Step 2, or if the written response is not received by the aggrieved party within fifteen (15) days as provided at Step 2, or if the written response at Step 2 is not satisfactory to the aggrieved party, the aggrieved party may submit the grievance to arbitration.

Step 4: Arbitration of any grievance shall be governed as follows:

- a. The Association may select arbitration through either the American Arbitration Association or the Public Employment Relations Board.
- b. Any arbitration hearing shall be held in the District Office, Sunset Boulevard, Coxsackie, New York.
- c. The arbitrator shall be without 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. The arbitrator shall have no power to alter, add to or detract from the provisions of this agreement. The decision of the arbitrator shall be binding.
- d. The cost of arbitration shall be borne equally by the Employer and the aggrieved party.
- e. The election to submit a grievance to arbitration shall automatically be a waiver to all other procedures otherwise available for the resolution of the grievance until the arbitrator has rendered his decision.

ARTICLE 14 - Alteration of this Agreement

- A. This Agreement may be altered or modified only through the voluntary, mutual consent of the two parties in a written and signed amendment to this agreement. Before the Employer adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Employer shall notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate such items with the Employer provided that it files such request with the Employer within five calendar days following receipt of such notice. Negotiations concerning proposed amendments to this agreement shall proceed in accordance with the provisions of Article 2, Sections B and C of this agreement. Amendments to this agreement shall take effect at such time as may be mutually agreed upon.
- B. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.
- C. Any individual arrangement, agreement or contract between the Employer and an individual employee, previously executed, shall be subject to and consistent with the terms and conditions of this Agreement and any future individual arrangement, agreement or contract shall be expressly made subject to and consistent with the terms of this or subsequent agreements.
- D. If any provision of this Agreement or any application of the Agreement to any custodial employee or group of custodial employees shall be found contrary to law, then such provision or application shall not be deemed valid and binding except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- E. Copies of this Agreement shall be prepared at the expense of the Employer and distributed to all custodial employees presently or hereafter employed.

ARTICLE 15 - Implementation of Agreement

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 16 - Employment Status

- A. During the term of this agreement and for the purpose of this article until a successor agreement is executed each member of the Custodial Employees Association, employed by the District during the ten (10) month academic year, who is employed in any capacity by the District as of the last day of any academic year or term or the last day preceding any customary and established school vacation period, holiday recess of schools or other school recess shall continue to be employed in the same capacity at the commencement of the ensuing academic year or term and at the commencement of the period immediately following such vacation period, holiday recess or other school recess that his services will not be resumed at the commencement of the aforesaid ensuing academic year or term, or period immediately following such holiday vacation or recess.

- B. It is understood and agreed that subject to the specific provisions of this Article relating to continuation of services, the provisions of this Article are not intended to nor shall same be construed:
 - 1. To deprive any member of the Custodial Employees Association employed by the District legal employment rights that such employee possesses in the absence of this Article.
 - 2. To deprive the District of any legal rights to terminate at any time any employee of the aforesaid unit that the District possesses in the absence of this Article.

ARTICLE 17 - Duration of Agreement

This Agreement shall become effective as of **July 1, 2009**, and shall continue in effect through **June 30, 2012**, subject to amendment in accordance with the provisions of Article 13, Section A of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representative on this ____ day of _____.

For Custodial Employees Association

For School District

President

Chief School Officer

Coxsackie-Athens Custodial Association

Schedule A - Vacation Leave

Completed Years	In year...	# Days
0	1st	0
1	2nd	5
2	3rd	5
3	4th	5
4	5th	10
5	6th	10
6	7th	10
7	8th	11
8	9th	12
9	10th	13
10	11th	14
11	12th	15
12	13th	17
13	14th	19
14	15th	20 Max

Coxsackie-Athens Custodial Association

Schedule B – Grievance Form

Date _____

Grievance submitted by: _____ Building or Dept. _____

List the provision of the contract allegedly violated: _____

Indicate **when** the condition or event constituting the grievance took place or originated: _____

Indicate **where** the condition or event constituting the grievance took place or originated: _____

Indicate who or what was responsible for causing the condition or event which constitutes this grievance: _____

Indicate the general nature of the grievance: _____

Indicate the redress sought from the grievance: _____

Signed: _____
Aggrieved Party