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CATTARAUGUS LITTLE VALLEY CENTRAL SCHOOL

CLASSIFIED EMPLOYEES ASSOCIATION

AGREEMENT

July 1, 2010 through June 30, 2013
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>PURPOSE AND INTENT</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>DURATION</td>
<td>1</td>
</tr>
<tr>
<td>III</td>
<td>RECOGNITION</td>
<td>1-2</td>
</tr>
<tr>
<td>IV</td>
<td>AID TO OTHER LABOR ORGANIZATIONS</td>
<td>2</td>
</tr>
<tr>
<td>V</td>
<td>NEGOTIATION PROCEDURES</td>
<td>2-4</td>
</tr>
<tr>
<td>VI</td>
<td>GRIEVANCE PROCEDURES</td>
<td>4-8</td>
</tr>
<tr>
<td>VII</td>
<td>RETIREMENT PROGRAM</td>
<td>8</td>
</tr>
<tr>
<td>VIII</td>
<td>HEALTH INSURANCE PROGRAM</td>
<td>8-12</td>
</tr>
<tr>
<td>IX</td>
<td>OVERTIME</td>
<td>12-13</td>
</tr>
<tr>
<td>X</td>
<td>LUNCH PERIOD</td>
<td>13</td>
</tr>
<tr>
<td>XI</td>
<td>HOLIDAYS</td>
<td>13-15</td>
</tr>
<tr>
<td>XII</td>
<td>PERSONAL LEAVE DAYS</td>
<td>15</td>
</tr>
<tr>
<td>XIII</td>
<td>UNPAID LEAVE OF ABSENCE</td>
<td>15-16</td>
</tr>
<tr>
<td>XIV</td>
<td>JURY DUTY</td>
<td>16</td>
</tr>
<tr>
<td>XV</td>
<td>SICK DAYS</td>
<td>16-19</td>
</tr>
<tr>
<td>XVI</td>
<td>DEATH IN THE FAMILY DAYS</td>
<td>19</td>
</tr>
<tr>
<td>XVII</td>
<td>VACATION</td>
<td>19-20</td>
</tr>
<tr>
<td>XVIII</td>
<td>FAMILY MEDICAL LEAVE ACT</td>
<td>21</td>
</tr>
<tr>
<td>XIX</td>
<td>SALARIES</td>
<td>21-24</td>
</tr>
</tbody>
</table>
ARTICLE XX     HOURS OF EMPLOYMENT     24-25
ARTICLE XXI    MILEAGE          25
ARTICLE XXII   PAYROLL         25-26
ARTICLE XXIII  JOB SECURITY    26-31
ARTICLE XXIV   MISCELLANEOUS PROVISIONS 31-32

SIGNATURE PAGE  33
Article I. PURPOSE AND INTENT

Section 1.01 General Purpose

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Association.

Section 1.02 Intent

The parties recognize that the interest of the School District and the job security of the employees depends upon the employees' success in establishing a proper service to the School District.

Section 1.03 Cooperation

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Article II. DURATION


Provisions of this Agreement shall be effective as of the date July 1, 2010 and shall remain in full force and effect ending June 30, 2013.

Article III. RECOGNITION

Section 3.01 Employees Covered

The Association is recognized by the District to represent all non-teaching personnel employed by the District except: (1) secretary to the Superintendent, (2) business executive, (3) district clerk, (4) census taker, (5) tax collector, (6) treasurer, (7) school nurse, (8) all substitutes (i.e., per diem or long term), (9) superintendent of buildings and grounds, (10) buildings and grounds, (11) transportation supervisor, head bus driver/dispatcher (12) all
administrative personnel, (13) all school bus drivers, (14) all personnel covered by the Cattaraugus-Little Valley Teacher's Association, (15) senior maintenance mechanic and (15) senior account clerk typist.

Section 3.02 Representation

The Employer hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining as to rates of pay, wages, hours of employment and other conditions of employment for the term of this contract for all employees recognized for membership in the Classified Employees Association as above described.

Section 3.03 Classification of Employees

For the purposes of this contract, all employees who work less than thirty-five (35) hours per week shall be considered part-time and enjoy the benefits of part-time employment. All employees who work thirty-five (35) or more hours per week shall be considered full time 10 month, 11 month, or 12-month employees and enjoy the benefits allotted to those positions.

Section 3.04 Right to Join or Not to Join

It is further recognized that Classified Personnel have the right to join or not to join the Association and membership shall not be a prerequisite for employment or continuation of employment of any employee.

Article IV. AID TO OTHER LABOR ORGANIZATIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the above mentioned Association.

Article V. NEGOTIATION PROCEDURES

Section 5.01 Negotiating Procedures

Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly.
with each other on all matters. Following the initial meetings as described in paragraph 5.02, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed two (2) hours (or longer by mutual agreement) and shall be held at a time other than the regular working hours.

Section 5.02 Negotiating Team

The Employer, or designated representatives of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

Section 5.03 Opening Negotiations

Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be held not more than fifteen (15) days following such request. A request for negotiations on a successor Agreement shall be made on or before February 15th of the final year of the Agreement. All issues to be covered in negotiations shall simultaneously be exchanged by the parties at the first negotiating session. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed to by the parties.

Section 5.04 Exchange of Information

Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

Section 5.05 Consultants

The parties may call upon consultants to assist in preparing negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

Section 5.06 Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties except in the event of an impasse. (An impasse is defined as the time when the Board or Association elects to request the Public Employees' Relations Board to render assistance because of a dispute.)
Section 5.07 Reaching Agreement

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. Following approval by a majority of the Association membership and by a majority of the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official.

Section 5.08 Place of Meetings

All meetings of the negotiating teams will be held at the Cattaraugus-Little Valley High School Library or mutually agreed upon place.

Section 5.09 Reproduction of Information

The Association shall have the right to use a designated schoolroom for meetings, equipment, and supplies to reproduce information pertaining to the negotiations or pertaining to the employment contract for local use only, namely, for members of the Association, members of the Board of Education, and staff members. If and when materials need to be reproduced that might be considered beyond normal business, permission to proceed should be obtained from the Superintendent.

Section 5.10 Implementation and Agreement

This recognition agreement shall become effective upon its approval by the Superintendent of Cattaraugus-Little Valley Central School District and the President of the Cattaraugus-Little Valley Central School Classified Employees Association. It may be amended by mutual consent being presented by each party to the other. Final approval for the finished contract and/or addendums depends on ratification of both the Classified Employees Association and the Board of Education.

Article VI. GRIEVANCE PROCEDURES

Section 6.01 Definitions

(a) Unit Member shall mean any employee in the negotiating unit.
(b) Administrator shall mean any person hired by the Board of Education responsible for or exercising any degree of supervision or authority over employees.
Chief Administrator shall mean the Superintendent of the District.

Immediate Supervisor shall mean the Administrator to whom the employee is directly responsible: (i.e., Elementary Principal, High School Principal, and Superintendent).

Aggrieved Party shall mean the Association or any person or group of persons in the negotiating unit filing a grievance.

Grievance is a claim by any Association member, the Association or group of unit members in the negotiating unit that this Agreement has been violated.

Section 6.02 Basic Principles

Nothing herein contained will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the Grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

(a) It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

(b) An aggrieved party shall have the right to present grievances in accordance with these procedures, free from coercion interference, restraint, discrimination, or reprisal.

(c) A grievance must be initiated within twenty (20) working days whenever such grievance occurs.

(d) An aggrieved party shall have the right to be represented at any stage of the grievance procedure by a person of the Association's choosing, except he/she shall not be represented by legal counsel at any stage other than the arbitration stage.

(e) All hearings shall be confidential.

(f) All costs involved shall be borne by the parties incurring such costs, except as set forth in 6.03.
(g) It shall be the responsibility of the Superintendent of the District to take such steps 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 authority delegated to him/her within the time specified in these procedures.

(h) Times stated for processing of grievances and steps of the procedure may be waived if in agreement of both parties.

(i) In order not to disrupt any class or educational program for the School District, all hearings (except arbitration hearings), formal and informal, shall be held outside the normal school hours. No special compensation shall be considered for either party.

Section 6.03 Procedures

(a) **Informal Stage:** The aggrieved party shall informally discuss his/her grievance with his/her immediate supervisor in an attempt to resolve it. He/she shall clearly state to his/her supervisor that he/she believes he/she has a grievance. The Association must be notified of any resolution of a grievance at this level.

(b) **Written Stage:** If the grievance is not resolved at the informal stage, the aggrieved party shall present on the form shown in Appendix A, a written statement of the grievance to his/her immediate supervisor within the time limit specified in paragraph 6.02(c). The supervisor shall deliver a written answer to the aggrieved party not later than the seventh (7th) working day after the day on which he/she received the written grievance.

(c) **Association Grievance Committee Stage:** If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of the written stage and wishes to proceed farther under this grievance procedure, the aggrieved party shall, within three (3) workdays, present the grievance to the Association's Grievance Committee or Association for its consideration which shall make its determination within five (5) workdays of the time the grievance was presented to it.
(d) **Formal Stage:**

(1) Within three (3) workdays after the determination by the Association has been made at the preceding stage, the aggrieved party shall make a written request to the Superintendent for review and determination.

(2) Within ten (10) working days of the day the Superintendent receives the request pursuant to paragraph (1), he/she shall meet with the aggrieved party and his/her representatives to review the grievance and attempt to resolve it.

(3) The Superintendent shall deliver his/her written answer to the grievance to the aggrieved party within ten (10) working days after the meeting held pursuant to paragraph (2).

(e) **Arbitration Stage:**

(1) If the Association is not satisfied with the decision at formal stage, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Superintendent within ten (10) working days of the decision at formal stage; provided, however, that only a grievance which claims that a provision of this agreement has been violated may be submitted to arbitration.

(2) The Association shall give notice of its decision to submit a grievance to binding arbitration in accordance with the Rules of the Public Employment Relations Board with a copy to the office of the Superintendent.

(3) The selected arbitrator will hear the matter promptly and will issue his/her decision within a reasonable time from the date of the close of the hearing, or, if oral hearings have been waived, then from the date that 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 of fact, reasoning, and conclusions on the issues.
(4) 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.

(5) The decision of the Arbitrator shall be final and binding upon all parties.

(6) The costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

**Article VII. RETIREMENT PROGRAM**

Employees will be eligible for retirement programs currently in place.

**Section 7.01 Requirements**

An employee, who is a member of the Unit and who has served fifteen (15) years and who notified the Board of Education by March 1st of the fiscal year preceding the retirement year of employment, shall receive payment for unused sick leave to be determined by multiplying one-half (1/2) times the number of unused sick days at the rate of pay in the last year of employment. Payment for unused sick leave shall be made in the employee's final paycheck preceding his/her retirement.

**Article VIII. HEALTH INSURANCE PROGRAM**

**Section 8.01 Vision Care Program**

The Board of Education also will continue to provide at no expense to eligible employees enrolled in the Blue Cross/Blue Shield Vision Care Program as of March 31, 2010. No other employees are eligible for such coverage.

**Section 8.02 Dental Care Program**

The District shall provide, at, no cost to the employee, single or family coverage under the Dental Blue: Blue Shield Traditional Dental Program. Such coverage will include the High Option of benefits with Rider A (Additional Basic Benefits), Rider B (Prosthetic Benefits), and Rider C (Periodontic Benefits).
Section 8.03  Point of Service Coverage

The District will offer to all eligible unit members coverage in the following Point of Service options:

(1) The Allegany-Cattaraugus Choice Plan; and
(2) The District may offer other HMO or HMO with Point of Service option(s).

Employees hired after July 1, 2003 working 5 hours or less per day are not entitled to paid health insurance benefits but the District will make group coverage available if the employee seeks to pay for said coverage.

Eligible employees hired prior to July 1, 2010 who choose coverage under this Section will receive such coverage without contribution to annual premium cost.

Eligible employees hired on or after July 1, 2010 who choose coverage under this Section will contribute the following amounts toward such coverage:

As of July 1, 2010 - 5% of the annual premium cost
As of July 1, 2011 - 7% of the annual premium cost
As of July 1, 2012 - 12% of the annual premium cost

The benefits provided by the District through these Plans will not be reduced by the District except as agreed by the Association.

The District may make arrangements consistent with state and federal statutes and regulations for HN40 coverage to be offered to the employees and adopt appropriate procedures for employees to elect their health insurance option on an annual basis.

Section 8.04  Health Insurance Eligibility

When spouses are employed by the school system, the District's payment for health insurance, including premium payments and the buyout under Section 8.07 shall not exceed one hundred percent (100%) of the premium cost of the Family Plan. Spouses who are employed by the school system shall continue to be eligible for the buyout provided in Section 8.07.

Insurance becomes effective thirty (30) days after employee's initial employment. Overtime pay will not accrue to determine eligibility for insurance premium payments.
Section 8.05 Flex Plan

The District will provide an IRS 125 Flex Plan to all employees who qualify for health insurance coverage. The District will assume all start-up and administrative costs. Any unused funds will be utilized by the District to defray administrative costs. The Flex Plan will include the following accounts:

a. dependent care to the maximum provided by law;
b. unreimbursed medical to a maximum of $2,000;
c. health insurance purchase plan to the maximum provided by law;
d. health insurance buy-out.

Anytime the District selects or changes the Flex Plan administrator, the District will solicit proposals from at least two (2) Flex Plan Administrators, including at least one named by the Association. In selecting an administrator, the District will consider the administrators' fees and rates, claims processing services, and program of communications with participants.

Section 8.06 Consultation Requirement Prior to Change in Health Insurance Carrier

Upon the Superintendent's request and with adequate notice, the Superintendent and his/her designees, and the Association President and his/her designees will together review health insurance option(s) that may be available for employees of the District. The Superintendent will be responsible for scheduling such review.

Section 8.07 Eligibility and Administration of Health Insurance Buyout

(a) Eligibility and Administration of Health Insurance Buyout

Unit members who qualify for health insurance coverage pursuant to Sections 8.03 and 8.04 may waive such health insurance coverage and in lieu of such coverage receive a One Thousand Two Hundred Dollars ($1,200) cash payment, to be paid to the unit member in June of the fiscal year for which coverage has been waived. In order to qualify for the health insurance buyout, the unit member must meet the following requirements:
(i) Eligibility

The unit member must be in continuous employment for a minimum of six (6) months in the fiscal year in which the buyout is paid out.

All eligible unit members must file a written statement with the Superintendent of schools (or his designee) within ten (10) working days of their start of employment stating that the unit member wishes to waive health insurance coverage.

(ii) Submission of Written Waiver

(iii) Pro-rating buyout for eligible employees hired on or after July 1

All eligible unit members hired on or after July 1 of the fiscal year will receive a pro-rated share of the buyout for which they are eligible if they file the required written statement under Section 8.07 (a) (ii).

(b) By filing the written statement of waiver of health benefits coverage, the unit member agrees that he/she will not seek health benefits coverage for the entire fiscal year.

(c) The eligible unit member's waiver status will remain in effect unless the unit member submits a status change in writing prior to July 1 of the fiscal year stating that the unit member either wishes to:

(i) waive their health insurance coverage; or

(ii) withdraw their waiver.

A withdrawal effective on a date other than July 1 may be made only on account and consistent with a change in family status such as divorce, death of spouse, birth or adoption of a child or a change in employment status of spouse. In such case the withdrawal shall be effective as soon as the insurance carrier or health maintenance organization will allow the unit member to be readmitted to coverage and the amount of payment shall
be prorated by the number of full months of the fiscal year that the waiver is in effect divided by twelve (12).

(d) Operation of and eligibility for coverage by an insurance carrier or health maintenance organization are governed by the regulations of the carrier or health maintenance organization. Accordingly, a unit member who has waived health benefits coverage may be re-admitted to coverage only as determined by the carrier or health maintenance organization.

The medical records of each participant, member, (and covered dependent) are absolutely confidential, and, as such, will not be released to any person(s) without the express written consent of the individual employee or dependent.

**Article IX. OVERTIME**

**Section 9.01 Overtime Approval**

It is understood that overtime will only be paid when the number of hours in a workweek exceeds forty (40) hours. Unless specifically outlined in this contract, overtime will be compensated only when an immediate supervisor or the Superintendent of Schools specifically requests that an employee work overtime. Overtime will be paid on a time and one-half basis.

**Section 9.02 Building Checks**

The Transportation Supervisor may assign a bus garage building check to a mechanic, and the Superintendent of Buildings and Grounds may assign a central school building check to the groundsman or the head cleaner if the groundsman is unavailable, on an as needed-basis. For a garage building check the unit member will be paid one-half hour overtime, and for a central school building check the unit member will be paid one hour overtime. A building check is to include a general inspection of all windows, doors, and overall security of the building. A boiler check, water leaks, general safety features of the building should also be checked. Severe problems should be reported to the Building Supervisor or Superintendent.

**Section 9.03 Extra Time Rotation**

Extra time will be rotated for full-time custodians, groundskeepers and cleaners, and part-time cleaners. If no member accepts the extra time, the Superintendent of Buildings and Grounds may assign one of the above
members on a rotating basis. Pay for assigned extra time shall be at time-
and-a-half for any time over forty (40) hours per week.

**Article X. LUNCH PERIOD**

Each full-time employee of the Classified Employees Unit will be entitled to a
one-half (1/2) hour lunch period free from duty. Additional time for lunch may
be granted by the unit member's immediate supervisor (Building Principal),
subject to approval for an extended period by the Superintendent.

**Article XI. HOLIDAYS**

Section 11.01 Ten (10) Month Employees

Paid legal holidays for ten (10) month employees will be as follows:

- New Year's Day
- Day after New Year's Day
- Presidents' Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Day after Christmas Day
- New Year's Eve Day

Section 11.02 Eleven (11) Month Employees

Paid legal holidays for eleven (11) month employees will be as follows:

- New Year's Day
- Day after New Year's Day
- Presidents' Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day OR Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Day after Christmas Day
New Year's Eve Day

Section 11.03  Twelve (12) Month Employees

Paid legal holidays for twelve (12) month employees will be as follows:
New Year's Day
Day after New Year's Day
Presidents' Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Day after Christmas Day
New Year's Eve Day

If New Year's Day falls on a Sunday and the school calendar shows Monday, January 2\textsuperscript{nd} as a school day then the third day will be taken during Christmas recess.

Section 11.04  Snow Day and Other Emergency School Closings

One (1) snow day and other emergency school closing days will be granted as days off to Classified Employees. (All employees shall be paid for the number of hours that the employee normally works.) Any employee, who must report to work, as requested by the administration, and actually works, shall be given a compensatory day off or a portion of a normal day for the time actually worked at a later date. The use of a vacation or personal day, and if these are exhausted, a sick day may be used in lieu of reporting to work on an emergency closing day. The use of personal or sick days shall not be counted in determining eligibility for the attendance bonus in Section 15.10.
Section 11.05  Determination of Days Off

The above mentioned days off will be determined each July 1st and will conform to the student school calendar. The Association President and the Superintendent will agree on the holiday calendar.

Article XII. PERSONAL LEAVE DAYS

Section 12.01  Use of Personal Leave

Four (4) personal leave days will be allowed for personal business to salaried and/or hourly rate employees. Employees hired after July 1, 2003, working five (5) hours per day or less shall receive two (2) personal days. When more than one (1) personal day is requested at one time, the Superintendent must give approval for the personal day request. In each instance, the employee must give his/her supervisor two (2) days notice in advance of the day requested for personal leave. Personal leave days may not be used on the first or last day of the school year or on days immediately preceding and following legally prescribed holidays, or conference days which are designed for classified unit members, unless the Superintendent of schools agrees otherwise. These days are not deducted from accumulated sick time allowed. Unused personal days will be added to sick leave for the next school year.

Section 12.02  Partial Leave

When personal business will not occupy the entire school day, employees are encouraged to arrange with the immediate supervisor for partial leave. Unused portions of the day shall remain available for the employee's future use. Portions must be used on a half (1/2) day basis.

Article XIII. UNPAID LEAVE OF ABSENCE

The District will grant an unpaid leave of absence for purposes of study, family, or personal reasons to any unit member with three (3) or more years of service to the District. Such leave shall not exceed one (1) year in duration. No unit member shall be entitled to such unpaid leave of absence if one has been granted to him/her within the past three (3) years. While on such leave, a unit member may opt to continue in the District's insurance programs with premiums paid at his/her own expense. While on such unpaid leave absence, the employee will not accrue any seniority, nor be accredited any sick days or vacation days and, upon return to active service, shall be credited with
vacation days earned based on seniority and sick days prorated for the remainder of the fiscal year in which the employee returns for the period of time of that fiscal year that the employee works. In no event will the District be required, under this section, to grant an unpaid leave of absence to more than four (4) members in any one year. This would not apply to situations in which the District must legally grant a leave such as a child-rearing leave. The District shall not be required to grant an unpaid leave for the purpose of seeking or working at a job with another employer.

**Article XIV. JURY DUTY**

For any unit member who is called to jury duty, the District will pay the difference between the jury duty stipend received by the employee and the employee's regular day's pay.

**Article XV. SICK DAYS**

**Section 15.01 Ten (10) Month Full-Time Employees**

Each ten (10) month full-time salaried and/or hourly rate employee shall be entitled to eleven (11) days sick leave per year at full pay.

**Section 15.02 Eleven (11) Month Full-Time Employees**

Each eleven (11) month full-time salaried and/or hourly rate employee shall be entitled to twelve (12) days sick leave per year at full pay.

**Section 15.03 Twelve (12) Month Full-Time Employees**

Each twelve (12) month full-time salaried and/or hourly rate employee shall be entitled to thirteen (13) days sick leave per year at full pay.

**Section 15.04 Sickness in the Immediate Family**

Each year three (3) days may be used for sickness in the immediate family to be deducted from the employee's accrued sick leave. Immediate family to be defined as mother, father, stepmother, stepfather, husband, wife, brother, sister, children, stepchildren, mother and father of spouse and grandchildren.
Section 15.05  Sick Leave Accumulation

Sick leave may be accumulated up to two hundred (200) days. The Superintendent may advance personal sick leave credit to a full-time employee if the personal sick leave day will be accrued during the year in concern. An adjustment on the final paycheck will be made on sick days advanced but not earned.

Section 15.06  Sick Leave Report

A yearly written report will be presented to each employee listing the total number of sick days accumulated to date. This will be done in September.

Section 15.07  Absences Longer Than Three (3) Consecutive Days

A medical excuse from a licensed physician may be required for absences longer than three (3) consecutive days.

Section 15.08  Less Than Five (5) Hours Per Day Sick Leave

Unit members paid on an hourly rate and who work less than five (5) hours per day will be entitled to seven (7) sick days per year, accruable to one hundred twenty (120) days. Unit members hired after July 1, 2003 paid on an hourly rate and who work five (5) hours per day or less will receive 5 ½ sick days per year, accruable to one hundred and twenty (120) days.

Section 15.09  Sick Leave for Less Than Seven (7) Hours

Employees who work at least five (5) hours but less than seven (7) hours per day shall be entitled to sick leave as follows:

Ten (10) month employees shall be entitled to ten (10) sick leave days per year.

Eleven (11) month employees shall be entitled to eleven (11) sick leave days per year.

Twelve (12) month employees shall be entitled to twelve (12) sick leave days per year.

Said sick leave days will be accumulative up to two hundred (200) days.
Section 15.10 Attendance Bonus

Members who use no more than two (2) sick and/or personal leave days each year shall receive the following:

Full-time 12-month members
$650 Savings Bond

Part-time 12-month members
$500 Savings Bond

Full-time 10 and 11-month members
$500 Savings Bond

Part-time 10 and 11-month members
$450 Savings Bond

(Members may receive savings bond or cost equivalent)

Donations to the sick leave bank shall not count as a use of sick leave for purposes of this section.

Section 15.11 Sick Leave Carry Over

The maximum sick leave will be the maximum allotment carry over of accrued sick leave plus the current year allotment in any given contract year. Carry over will be as listed in section 15.05.

Section 15.12 Probationary Period Sick Leave

Any employee hired after July 1, 1996 will accrue one sick leave day per month during the probationary period. After the probationary period the remainder of sick days allotted for his/her category will be available for use as needed.

Section 15.13 Use of Sick Leave During Injury

A unit member who is injured on the job shall be eligible to use sick leave during the period of the injury. If the member receives a Workers Compensation award for such injury the member shall remit any award payments to the District for the period during which the member is on sick leave. Any sick leave used during the period of the Workers Compensation award shall be restored to the member on a day-for-day basis.
Section 15.14 Sick Leave Bank

A. A sick leave bank shall be available to unit members. Only members of the sick leave bank may utilize the bank. Sick leave bank days may be used only for the personal catastrophic illness of unit members. Full-time unit members must have a minimum of 15 accumulated sick leave days, and part-time members must have a minimum of 10 accumulated sick leave days in order to be eligible to join the sick leave bank. Unit members may join the bank by contributing one (1) day of sick leave to the bank. A unit member must be a member of the sick bank for a period of no less than three (3) months before withdrawing any days from the bank.

B. When the sick bank reserve falls below twenty-five (25) days, bank members may be assessed one (1) additional day of sick leave. The maximum contribution per school year shall be two (2) sick leave days per bank member. Each day contributed to the bank shall be valued at one day of regularly scheduled work regardless of which employee contributes the day.

C. Bank members may withdraw a maximum of twenty-five (25) days per school year, and a lifetime maximum of fifty (50) days. Each day withdrawn from the bank shall be valued at one day of regularly scheduled work, regardless of which employee withdraws the day. Before withdrawing days from the bank, a bank member must first exhaust all sick and personal leave and wait a period of at least three (3) working days without pay. Sick leave bank days may be used only for personal illness or immediate family illness. A physician's statement must be provided. The sick bank will be administered by the Association and implemented by the District.

Article XVI. DEATH IN THE FAMILY DAYS

Three (3) days per occurrence may be used for death in the immediate family of the employee, not to be deducted from accrued sick leave. Immediate family to be defined as mother, father, stepmother, stepfather, grandparents, husband, wife, brother, sister, brother-in-law, sister-in-law, children, step-children, and mother and father of spouse and grandchildren.

Article XVII. VACATION

The Board of Education determines vacation days for classified employees based upon the contract year and the school fiscal year, both of which begin
on July 1 and end on the succeeding June 30. Therefore, except as noted in Section 17.01, any new vacation time accrued under Sections 17.02 through 17.05, when an employee's work anniversary date is other than July 1st, will be prorated for that year. The following July 1st, that employee will be entitled to full number of vacation days for the years of service he/she has achieved. Vacation time applies to twelve (12) month employees only.

Section 17.01  First Year of Employment

Twelve month employees hired after July 1, 1996 will accrue one paid vacation day for each two months of completed service, up to a maximum of five paid vacation days in the first year of employment. After one year of service, one week of paid vacation will be allowed.

Section 17.02  Two Years of Service

Two (2) weeks paid vacation will be allowed after two (2) years service for twelve (12) month employees.

Section 17.03  Five Years of Service

Three (3) weeks paid vacation will be allowed after five (5) years service for twelve (12) month employees.

Section 17.04  Ten Years of Service

Nineteen (19) days paid vacation will be allowed after ten (10) years service for twelve (12) month employees.

Section 17.05  Fifteen Years of Service

Four (4) weeks paid vacation will be allowed after fifteen (15) years service for twelve (12) month employees.

Section 17.06  Vacation Request Notice

Vacation may be taken at any time during the contract year with two (2) weeks' notice. Vacation shall be at the convenience of the School District and approved by the Superintendent.
Article XVIII. FAMILY MEDICAL LEAVE ACT

If a member takes a leave which qualified for family medical leave under the Family Medical Leave Act of 1993, the District may require that the family medical leave to which the member is entitled to run concurrently with any paid leave to which the member is entitled under this Agreement. The District will require an employee to use any paid vacation, personal, medical or family leave they have accrued first.

Article XIX. SALARIES

Section 19.01 Salary Increases

All unit members will receive the following annual salary increases.

A. Effective July 1, 2010, a salary or wage increase of 3.25%
B. Effective July 1, 2011, a salary or wage increase of 3.25%
C. Effective July 1, 2012, a salary or wage increase of 3.25%

Section 19.02 Longevity Payment

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five (5) years</td>
<td>$200.00</td>
</tr>
<tr>
<td>Ten (10) years</td>
<td>$275.00</td>
</tr>
<tr>
<td>Fifteen (15) years</td>
<td>$350.00</td>
</tr>
<tr>
<td>Twenty (20) years</td>
<td>$425.00</td>
</tr>
</tbody>
</table>

The member qualifies for the additional longevity pay on their anniversary date. Payment will be made on the first separate pay after the anniversary date with a reminder to the business office.

The member qualifies for the additional longevity pay on their anniversary date. Payment will be made on the first separate pay after the anniversary date with a reminder to the business office.
Section 19.03 Permanent Status Increase

Effective for all twelve (12) month full-time classified personnel hired after July 1, 1980, a ten cent ($0.10) per hour salary increase will become effective after appointment to permanent status.

Section 19.04 Keyboard Specialist Salary

Keyboard specialist remain on salaried positions. All others to be paid an hourly rate.

Section 19.05 Minimum Salary/Wage

The minimum salary/wage for each position below shall be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>2010-13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keyboard Specialist II</td>
<td>$19,500</td>
</tr>
<tr>
<td>Account Clerk/Typist</td>
<td>$19,305</td>
</tr>
<tr>
<td>Keyboard Specialist (12 months)</td>
<td>$17,330</td>
</tr>
<tr>
<td>Keyboard Specialist (10 months)</td>
<td>$13,995</td>
</tr>
<tr>
<td>Teacher Aide I</td>
<td>$7.25/hr</td>
</tr>
<tr>
<td>Teacher Aide II</td>
<td>$7.25/hr</td>
</tr>
<tr>
<td>School Bus Mechanic</td>
<td>$10.00/hr</td>
</tr>
<tr>
<td>Groundsman/Mechanic Helper</td>
<td>$9.05/hr</td>
</tr>
<tr>
<td>Maintenance Worker</td>
<td>$9.05/hr</td>
</tr>
<tr>
<td>Cleaner</td>
<td>$7.25/hr</td>
</tr>
<tr>
<td>Head Cleaner</td>
<td>$7.25/hr</td>
</tr>
<tr>
<td>Custodian</td>
<td>$7.25/hr</td>
</tr>
<tr>
<td>Information Technology Specialist</td>
<td>$12.00/hr</td>
</tr>
<tr>
<td>School Monitor</td>
<td>$7.25/hr</td>
</tr>
<tr>
<td>Bus Monitor</td>
<td>$7.25/hr</td>
</tr>
<tr>
<td>Auto Mechanic</td>
<td>$8.70/hr</td>
</tr>
</tbody>
</table>

Section 19.06 Compensation for Substitute Calling Duty

A. The District will compensate a member who will have substitute calling duty by providing a $5,000 stipend for the substitute calling duties. The duties and stipend may be split between multiple employees at the discretion of the District. This shall be posted annually by June 1st and the member selected will best fit the criteria in the job description. This will be evaluated annually for adjustments in pay.
B. A member with substitute calling duty may be called outside of regular work hours, but not between the hours of 9:00 p.m. and 6:00 a.m. except in case of emergency.

Section 19.07 Computer Network and Distance Learning Technicians

These positions will remain Unit work, but will be assigned on an hourly basis. The District will work out assignments with the Association. These positions will be posted annually if needed.

Section 19.08 Cost Reimbursements

A. Any member of the bargaining unit who is required by the District to attend a workshop or course during regular work hours will receive his/her regular salary, plus reimbursement for meals, mileage, registration, necessary lodging and/or required texts.

B. 1. This provision will apply to workshops or courses which meet all of the following provisions:
   a. the workshop or course receives prior approval by the Superintendent;
   b. the workshop or course is job-related;
   c. the workshop or course is taken outside regular work hours;
   d. the member provides evidence of cost and successful completion of the workshop or course.

2. The member shall have the choice of one of the following:
   a. the District will pay 50% of tuition or registration costs;
   b. the District will pay $25 per in-service credit hour, added to annual salary, where one (1) credit hour is granted for each fifteen (15) instructional hours.

3. The decision of the Superintendent to grant or deny prior approval is not grievable.

Section 19.09 Extra-Curricular Pay

The parties recognize that coaching, advisor, chaperone, homework club and any other activity that the District has previously offered to bargaining unit members is not the exclusive bargaining unit work represented by the
CLVCEA. However, the parties agree that if and when a member of the bargaining unit covered by this contract is hired to perform the duties of any of these positions, that member shall be paid the amount specified in the Agreement between the District and the Cattaraugus-Little Valley Teachers Association. Bargaining unit members asked to work during time outside their regular workday in roles that are related to their jobs, will be paid their regular hourly rate.

### Article XX. HOURS OF EMPLOYMENT

#### Section 20.01 Positions, Months and Hours Worked

The District Superintendent and Association President will meet to update titles, hours/months as needed:

<table>
<thead>
<tr>
<th>POSITION</th>
<th>NUMBER OF MONTHS</th>
<th>HOURS WORKED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keyboard Specialist II</td>
<td>12</td>
<td>8</td>
</tr>
<tr>
<td>Account Clerk Typist</td>
<td>12</td>
<td>8</td>
</tr>
<tr>
<td>Library Aide</td>
<td>10</td>
<td>7</td>
</tr>
<tr>
<td>Teacher Assistant</td>
<td>10</td>
<td>8</td>
</tr>
<tr>
<td>Keyboard Specialist</td>
<td>10 &amp; 12</td>
<td>8</td>
</tr>
<tr>
<td>School Bus Mechanic</td>
<td>12</td>
<td>8</td>
</tr>
<tr>
<td>Custodian</td>
<td>12</td>
<td>8</td>
</tr>
<tr>
<td>Groundsman/Mechanic Helper</td>
<td>12</td>
<td>8</td>
</tr>
<tr>
<td>Teacher Aide I</td>
<td>10</td>
<td>7-8</td>
</tr>
<tr>
<td>Teacher Aide II</td>
<td>10</td>
<td>less than 7</td>
</tr>
<tr>
<td>Head Cleaner</td>
<td>12</td>
<td>8</td>
</tr>
<tr>
<td>Cleaner</td>
<td>12</td>
<td>8</td>
</tr>
<tr>
<td>Information Tech Specialist</td>
<td>12</td>
<td>8</td>
</tr>
<tr>
<td>School Monitor</td>
<td>10</td>
<td>Less than 7</td>
</tr>
<tr>
<td>School Bus Monitor</td>
<td>10 &amp; 12</td>
<td>Less than 7</td>
</tr>
<tr>
<td>Auto Mechanic</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section 20.02  Reduction in Hours

No member's hourly rate of pay will be reduced as a result of a reduction in hours.

Section 20.03  Out of Title Work Pay

Teacher aides who are assigned as a substitute teacher or substitute nurse for one-half day or longer will be paid a differential of fifty cents ($.50) per hour for the remainder of the assignment. Other unit member's assigned to out of title work shall be paid the greater of their regular rate or substitute rate for the title to which they have been assigned.

Section 20.04  After School Activities

An Agreement will be worked out between the cleaners and the District regarding coverage for after school activities.

Section 20.05  Cleaner Differential

Cleaners will be paid a differential of twenty cents ($.20) per hour for each hour worked between the hours of 3:00 p.m. and 6:00 a.m.

Section 20.06  Distance Learning

The stipend for the Distance Learning Lab appointment shall be set at $25.00 per night (also to mean outside the regular workday) for the coordination of the operation of the Labs.

Article XXI. MILEAGE

Mileage accrued through the use of personal vehicles for school business, when authorized, shall be at the rate set by the Board of Education.

Article XXII. PAYROLL

Section 22.01  NYSUT Benefit Trust or VOTE/COPE Payroll Deductions

The District shall check off and remit payments to the NYSUT Benefit Trust and or VOTE/COPE upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may
be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust and/or VOTE/COPE the payments deducted and shall furnish the Plan and the bargaining unit with a list of all employees from whose salary such deductions have been made.

Section 22.02 Agency Fee/Dues Deduction

An Agency Fee, as determined by the Association, shall be paid to the Association by each member of the bargaining unit who is not a member of the Association in accordance with the following procedure:

A. Unless the Agency Fee is paid in full to the Association by September 15th of each school year or within fifteen (15) days of employment, the Agency Fee will be deducted for and transmitted to the Association from the employees' regular paychecks in accordance with the same deduction and transmittal procedure as dues deduction are made for Association members.

B. The Association shall provide to the Business Manager a list of those bargaining unit members for whom deductions shall be made no later than October 1st of each school year or no later than thirty (30) days from the date of employment of such person hired after September 15th of each school year.

C. The Agency Fee provided for herein shall apply to all unit members hired after July 1st, 1990, and to all members of the Association who are members of the Association thirty (30) days after ratification of this Agreement by both parties.

Article XXIII. JOB SECURITY

Section 23.01 Disciplinary Procedure

A. The procedure outlined in this Article will be applicable to all employees, excluding probationary appointees, in the unit and is meant to replace Sections 75 & 76 of the Civil Service Law and will be used in lieu thereof.

B. An employee will be disciplined for incompetence, misconduct, insubordination, failure to follow rules of safety or failure to follow the contract.
C. The notice of discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought including references to dates, times and places. The notice will also contain any proposed penalty.

D. Service of notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated, shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously with the Unit President when penalties are proposed. The time limits for presenting a grievance as defined in this Article will commence at the time of receipt of the notice of discipline.

E. Upon receipt of charges, an employee shall have five (5) calendar days to file a disciplinary grievance. Such a grievance shall be filed with the Superintendent.

F. Within seven (7) days of the filing of a disciplinary grievance and in advance of disciplinary hearing, the employee, with his/her Union representative shall be entitled to a meeting with the Superintendent or his/her designee to discuss on an informal basis, the employee's and the Employer's position on the charges and the appropriateness of the proposed penalty. If a decision is reached by the Employer as a result of the pre-hearing conference, it must be presented, in writing, within five (5) days by certified or registered mail, return receipt requested or personal service. If there is no response within the five (5) day period or if the grievance is unresolved at the pre-hearing conference, the Union may submit the grievance to arbitration using the procedure provided in Section 6.3 (e) of the GRIEVANCE PROCEDURES.

G. The disciplinary arbitrator shall render determinations of guilt or innocence and the appropriateness of proposed penalties and shall have the authority to resolve a claimed failure to follow the disciplinary procedure or other violations of an employee's rights in relation to discipline. The arbitrator has full authority, however, if the remedy proposed by the Employer is inappropriate, to devise an appropriate remedy but shall not violate the terms of this agreement.

H. The employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the Employer.

I. An employee may be suspended prior to the resolution of the notice of discipline only if the Employer determines that there is probable cause to believe that the employee's continued presence on the job represents
a potential danger to persons or property, would severely interfere with operations, or for insubordination. The disciplinary arbitrator shall have the authority to determine whether there was probable cause for such a suspension. In no event, however, may any employee be removed from the payroll in excess of thirty (30) days pending the resolution of a disciplinary grievance.

Section 23.02 Job Vacancy Posting

A. Any job positions open for school-related personnel shall be posted in the Main Office of each building and also posted in break rooms and all buildings for one (1) workweek. Any employee interested in the position should notify the Superintendent in writing during that week. After this time if no bids are received on this position, the District is allowed to fill the post as it sees fit. In hiring new personnel, such factors as education, experience, and the law of supply and demand will be considered by the Board of Education.

B. The District, upon written notification by the Association President will provide copies of all unit members job descriptions for the job titles mentioned in the collective bargaining agreement. The District as needed, will also provide the Association President job descriptions for any newly created or changed job titles.

Section 23.03 Personnel File Inspection

Each unit member shall have the right to inspect his/her personnel file upon request. The member will be notified of any material to be placed in his/her file. The member shall have the right to append a response to any material placed in his/her file.

Section 23.04 Evaluation Procedures

A. Each employee will be evaluated at least once per year. Evaluations shall be conducted by administrative/ supervisory personnel in direct line of supervision of the employee being evaluated.

B. The purpose of an evaluation shall be to assess job performance, not to discipline the employee. Information from direct observation of the employee, from reports by supervisors, and from technical examinations may be considered in the evaluation process. Any criticism of the employee's performance shall be accompanied by a suggested course of action to remedy the deficiency.
C. Evaluation and/or observation forms and where appropriate a written explanation of the evaluation criteria will be provided by the District to the Association.

D. The evaluation will include a meeting between the employee and the evaluator. The employee will receive at least 48 hours notice prior to the evaluation meeting. The meeting will be conducted during the employee's regular working hours.

E. The employee will be provided a written copy of the evaluation, which shall be signed by the employee. The signature shall indicate that the employee has seen the evaluation, and not that the employee necessarily agrees with the evaluation. The employee may append a written response to the evaluation, to be included in the employee's personnel file.

F. The evaluation shall not be shown to anyone other than District administrators, representatives, or Board members without the unit member's consent.

Section 23.05 Tasks Not Required

No aide shall be required to perform the following tasks:

a. prepare lessons, tests, or assignments;

b. provide subjective evaluation of student work;

c. provide classroom instruction.

Section 23.06 Teaching Assistant Preparation Time

Teaching assistants, who are teaching a full load of classes under the general supervision of a certified teacher, will be scheduled a minimum of one period per school day without responsibility for supervision of students, for the purpose of preparation of lesson plans, grading student work, or other job related activities.

Section 23.07 Drug and Alcohol Testing

The following shall apply to all unit members who are required by state or federal law or regulation to be tested for drug and alcohol use.

A. The Association and the District recognize alcoholism and drug abuse as illnesses, which are treatable.
B. Employees who request diagnosis or treatment for alcohol or substance abuse prior to a positive test will not jeopardize their rights or job security. All such requests will be kept strictly confidential.

C. All costs for implementing the drug-testing program will be borne by the District.

D. Drug testing procedures shall be consistent with the rights of employees as established by statutory and case laws and state and federal regulations.

E. All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be available only to authorized District employees, and shall be held confidential with the following two exceptions:

1. as required for compliance with state or federal regulations;

2. as required for appropriate disciplinary proceedings.

F. In all cases, the District shall authorize access to the aforementioned information, etc. only to those employees for whom such knowledge is essential to their job responsibilities.

G. Employees shall be paid for time spent on the testing and related procedures, including traveling time to and from the test site.

H. Employees may be required to submit to an alcohol or drug test only in accordance with the provisions of applicable state or federal laws or regulations.

I. The employer and the Union agree to establish a mutually agreeable referral program for the treatment of alcohol or substance abuse.

J. Eligibility for testing shall be limited to those defined by applicable state or federal laws or regulations as being in the testing pool.

**Section 23.08 Layoff-Recall Rights**

In the event of a reduction in force, the layoff and bumping process will be in accordance with the following provisions:

A. The following provisions will apply to positions in the non-competitive and labor classes, and to any other job title except those titles for
which seniority, layoff, and recall rights are protected by Civil Service Law or Rules, or Education Law, or Part 30 of the Rules of the Board of Regents.

B. An employee's seniority will begin on the first day of regular (not substitute) employment in a job title. Seniority in the title will continue to accrue as long as the employee remains in that title. If the employee changes job titles, he/she will cease to earn seniority in the previous job title, and will begin earning seniority in the new job title. However, the employee will maintain the seniority earned in the previous title. The District will maintain an updated seniority list (and recall list if needed) and will provide such a list to the president of the Association upon request.

C. The least senior employee in a title shall be the first to be laid off. The most senior laid-off employee in a title shall be the first to be recalled to any vacant position where they had previously worked as permanent employees.

D. The District shall maintain a lay off/recall list for a five (5) year period. An employee may not refuse recall to a lower paying position previously held when they were permanent employees. By refusing recall an employee's name is removed from the recall list.

**Article XXIV. MISCELLANEOUS PROVISIONS**

**Section 24.01 Agreement Provisions**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**Section 24.02 Employee Assistant Program Participation**

The District shall pay the cost of bargaining unit participation in Employee Assistant Programs administered by Employee Assistant Programs administered by Employee Services, Inc. of Wellsville, New York.
Section 24.03 Association Business Allowance

The Association will be allowed up to Fifty (50) person hours per year, with pay, for use by the Association to conduct Association business. The Superintendent must be notified of the dates and times when the Association hours will be used.

Section 24.04 Field Trip Assignment

If an employee is assigned to go on a field trip by the Principal in charge, the employee shall be paid at his/her normal wage/salary rate for the time spent on such field trip.

Section 24.05 Amendments/Modifications to the Agreement

This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written signed amendment to this Agreement. The Association and the District agree that all negotiable items proposed by each party have been discussed during the negotiations leading to this Agreement, and agree that negotiations will not have to be re-opened on any negotiable item, whether contained in this Agreement or not, during the life of this Agreement. The operation of the schools and the direction of the staff are vested exclusively in the School Board and the Administration. This provision shall in no way restrict the Association rights to demand negotiations in accordance with the provisions of law, regulations, and judicial decisions.

Section 24.06 Labor-Management Committee

A Labor-Management Committee shall be established composed of the Superintendent, the Superintendent’s designee, Association President, and the President’s designee. The Committee shall meet monthly to discuss job-related problems and issues involving unit members. Meetings shall be held at a mutually agreeable time and place.

Section 24.07 Notice of Continued Employment

The District will provide notice of continued employment no later than July 1 of each year to each unit member who is anticipated to be employed by the District in the school year beginning on that date.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 31st day of January, 2011.

BY:

[Signature]

JON PETERSON, Superintendent
Cattaraugus-Little Valley Central School District

BY:

[Signature]

DALE BALDWIN, President
Classified Employees Association
Cattaraugus-Little Valley Central School District