



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Madrid-Waddington Central School District and Madrid-Waddington Central School Related Personnel Union (2013) (MOA)**

Employer Name: **Madrid-Waddington Central School District**

Union: **Madrid-Waddington Central School Related Personnel Union**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2018**

PERB ID Number: **5521**

Unit Size:

Number of Pages: **39**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

BETWEEN

**BOARD OF EDUCATION
MADRID-WADDINGTON CENTRAL
SCHOOL**

AND

**MADRID-WADDINGTON CHAPTER
SCHOOL RELATED PERSONNEL UNION**

JULY 1, 2013 - JUNE 30, 2018

TABLE OF CONTENTS

Contract Terms and Definitions.....	3
Article I Recognition of Unit/No Strike Pledge	5
Article II Negotiations Procedure	5
Article III Payroll Deduction	6
3.3. Dues	6
3.5. Savings Bonds/Christmas Club	7
3,7. Agency Fee	7
Article IV Administrative Rights	7
Article V Unit Member Rights and Responsibilities	8
Article VI Compensation	11
Article VII Health and Hospitalization Insurance	16
Article VIII Temporary Leaves of Absence	17
8.2. Sick Leave	17
8.3. Personal Leave	19
8.4. Bereavement Leave	20
Article IX Sick Leave Bank	21
Article X Seniority	23
Article XI Vacations and Holidays	26
Article XII Termination Pay	27
Article XIII Temporary Employees	27
Article XIV Taylor Law Required Language	27
Article XV Grievance Procedure	28
Article XVI Union Business	32
Article XVII Retirement Plan	32
Article XVIII Summer Work Schedule	32
Article XIX Snow Days	33
Article XX 41J Option.....	33
Article XXI 403(b) Plan.....	33
Appendix I Payroll Deduction Authorization	35
Appendix II Personal Absence Form	36
Duration of Agreement	37

CONTRACT TERMS AND DEFINITIONS

AIDE	An employee who assists teachers in the performance of their teaching function as delineated in CR80.33(a) and within the scope of the Civil Service job description for Teacher Aide.
BOARD	The Madrid-Waddington Board of Education.
BUS DRIVER	Full-time employee holding an appropriate New York State license to transport children and employed on the bus or van run.
CAFETERIA WORKER	A non-managerial food service worker employed by the District.
CLEANER	A part-time employee who performs routine building cleaning work and does related work as required.
CLERICAL	An employee engaged in secretarial and clerical work.
CUSTODIAL WORKER	A non-managerial employee engaged in custodial or maintenance activities.
CUSTODIAL WORKER/ DRIVER	A twelve month employee who holds a CDL and provides both bus driving and custodial worker services for the District. The standard configuration is 5 ½ hours daily as a custodial worker and 2 ½ hours daily as a bus driver during the school year, and 8 hours per day as a custodial worker when school is not in session. Other scheduling variations of this job title are permissible when mutually agreed upon by the affected department member and the district.
EMPLOYEE FULL-TIME	An individual employed in a unit position for at least ten months who is required to be on the job for at least five hours per day.
EMPLOYEE PART-TIME	An individual employed for less than ten months or less than five hours per day.
EMPLOYEE TEMPORARY	An individual employed in a temporary capacity for a limited period of time and who is not continuously employed in the District.
MECHANIC	An employee responsible for the maintenance, repair and supply of machinery and vehicles belonging to the district.
MICROCOMPUTER SYSTEMS COORDINATOR	A full-time employee, eleven or twelve month work year, eight hours per day, who is responsible for developing, maintaining, and providing support for, the District's microcomputer systems.

MONITOR	An employee who performs assigned routine tasks within the scope of the Civil Service job description for School Monitor.
NEGOTIATOR	Spokesperson for the group.
OVERTIME	Time beyond an eight-hour day and a forty-hour week in a unit member's work category.
SPECIAL BUS TRIP	A bus run beyond the regular daily transportation of students to and from school; special trips are not considered as overtime.
TEACHING ASSISTANT	An employee who assists teachers in the performance of their teaching function as delineated in CR.80.33(b).
UNIT	The group of employees represented by this agreement.
UNIT MEMBER	An employee represented by the School Related Personnel Union.

ARTICLE I – RECOGNITION OF UNIT AND PLEDGE OF NO STRIKE POLICY

1.1

The Board of Education of the Madrid-Waddington Central School District hereby recognizes the School Related Personnel Union of Madrid-Waddington Central School as the exclusive bargaining agent for the following groups of unit members:

Aides	Mechanics
Bus Drivers	Microcomputer Systems Coordinator
Cafeteria Workers	Monitors
Cleaners	Supervisor of Fitness Center
Clerical	Security for Fitness Center
Custodial Worker/Drivers	Teaching Assistants
Custodial Workers	

1.2

Such recognition shall continue in force so long as this Union is supported by at least 50% of the membership of the unit.

1.3

In consideration of this recognition by the Board and the Union as the representative for the non-teachers, the Union does hereby affirm a policy that it does not assert the right to strike against the school system nor will it assist in or participate in any such strike, nor will it impose any obligation on unit members to conduct, assist or participate in a strike.

1.4

It is agreed that violation of the above pledge may result in a forfeiture of two days' salary for each day of said contract violation.

ARTICLE II – NEGOTIATIONS PROCEDURE

2.1

The Union or the Board, no later than March 1st of the year before the contract expires, will notify, in writing, the other party of the intent to negotiate. Within fifteen days, a mutually acceptable meeting date shall be established to commence bargaining a successor Agreement.

2.2

The Negotiations Team shall consist of no more than eight individuals. The Union's Team will consist of the Negotiator and unit members; the Board's Team will consist of the Negotiator, Superintendent and other designees.

ARTICLE III - PAYROLL DEDUCTION

3.1

The District agrees to deduct from the salaries of unit members, dues for the School Related Personnel Union of the Madrid-Waddington Central School as said members individually and voluntarily authorize the District to deduct and transmit the monies promptly to the Union. Employee authorization shall be in writing in the form set forth below:

3.2

See form – Appendix I for Payroll Deduction Authorization

3.3

No later than two (2) weeks prior to the second scheduled pay period in October the Union will provide the Superintendent with the original, signed Dues Deduction Authorization cards of those unit members who have voluntarily authorized the Board to deduct dues for the Union.

The Union, at this time, will also certify to the Superintendent, in writing, the current rate of its membership dues.

3.4

Deductions, referred to in 3.1 above, shall be made in the following manner:

3.4.1

The total annual membership dues for the Union, certified as mentioned above, shall be deducted in fifteen (15) equal installments, beginning with the second pay period in October and continuing for fifteen (15) consecutive periods.

3.4.2

Authorizations not submitted in accordance with the above will not be honored until the first pay period in March, at which time deductions shall be made in five (5) equal and consecutive pay periods with the first period in March. These authorizations must be received by the Superintendent at least two (2) weeks prior to the first payroll in March and after this date, no further authorizations will be honored until the following year.

3.4.3

The District shall, at the end of each deduction – not pay period – as specified above, transmit the amount so deducted to the Union.

3.5

Employees will have the option of having deductions taken from the salary for U.S. Savings Bonds, Christmas Club Savings, NYSUT insurances and Credit Union, health insurance premium contributions, and 403(b) elective deposits and third party administrative costs as per Article XXI.

3.6

Employees will have the option of direct deposit of their pay to any bank.

3.7 Agency Fee

3.7.1

Effective July 1, 1985, the Madrid-Waddington Central School District shall deduct from the salary or wages of the employees in the bargaining unit who are not members of the School Related Personnel Union of the Madrid-Waddington Central School, the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

3.7.2

The Union affirms it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

3.7.3

Unit members as of the date of ratification of this Agreement who are not dues-paying Members, may choose to join the Union or pay the agency shop fee.

3.8 Flexible Spending Plan

The District will provide a flexible-spending plan pursuant to IRS Section 125 regulations. This plan may be utilized for premium payments, dependent care and unreimbursed medical expenses.

ARTICLE IV – ADMINISTRATIVE RIGHTS

The Board of Education, through its Administration, reserves the right to act on all matters within its lawful jurisdiction not specifically covered in this Agreement.

ARTICLE V – UNIT MEMBER RIGHTS AND RESPONSIBILITIES

5.1

The District, through its administration, will determine the performance standards for unit members. The District will give a copy of any such written standards to the member. The member is responsible for working to the standard.

5.2

Unit members may be evaluated at any time.

5.3 Written Evaluation

5.3.1

If a written evaluation is conducted, it shall be conducted by an appropriate supervisor or administrator using an evaluation form which reflects the performance standards referred to in 5.1 above.

5.3.2

If a written evaluation is to be placed in a member's official personnel file, a conference between the evaluator and the member shall be held.

5.3.3

A written evaluation which is to be placed in a member's official personnel file shall be signed by the evaluator and the member and a copy given to the member. Such signature may not be withheld. The member's signature merely signifies that a conference was held and that he/she has received a copy of the evaluation. In no way does a signature indicate agreement or disagreement with its contents.

5.3.4

Within ten (10) business days following receipt of evaluation, the member may attach a written answer to the evaluation. The answer shall be signed by the member and the evaluator and shall be attached to the actual file copy.

5.3.5

Any negative evaluations shall be disclosed to the employee in writing with accompanying suggestions for improvements.

5.4 Personnel File

5.4.1

There shall be one official file maintained in the central administrative office. Such files are not open to public inspection except as required by law.

5.4.2

An employee shall have the right to review the contents of his/her personnel file. The employee also may authorize a Madrid-Waddington SRP Union representative to review the file, either with or without the employee's presence. The file shall not be removed from the office by the employee or his/her representative.

5.4.3

An employee has the right to attach rebuttal comments to anything placed in the file.

5.4.4

All negative or disciplinary documents which are placed in the official file shall be so placed within forty-five (45) calendar days following the incident reported on, or within forty-five (45) calendar days following the time it became known to the Chief School Administrator, and new information regarding the initial incident which is to be added to the file shall be so placed within forty-five (45) calendar days of receipt of said information.

5.4.5

Copies of all negative or disciplinary documents will be sent to the employee involved within ten (10) business days of placement in the file.

5.5

The District has the right to reprimand, discipline, suspend or dismiss unit members for cause. Such actions will be consistent with generally recognized concepts of progressive discipline.

5.6

All unit members will adhere to the line of authority as follows:

Immediate Supervisor (if other than Building Principal)
Building Principal (if appropriate)
Superintendent

5.7

The District recognizes its responsibility to provide a safe and healthy environment for unit members and the school community, consistent with existing state and federal standards. Unit members recognize their responsibilities to provide a safe and healthy environment consistent with the job titles.

5.8

Unit members will take necessary steps to maintain school property. They will communicate with supervisors concerning potentially dangerous situations, school property or equipment in need of repair or maintenance, and otherwise communicate with supervisors concerning job responsibilities.

5.9 Training

5.9.1

Unit members will participate in in-service programs or the training of unit members concerning the job responsibilities. This will occur during the normal workday whenever possible. If it is outside the regular workday, the District will pay the member for time spent at his/her hourly rate.

5.9.2

Attendance at training, conferences, institutes and other meetings may be approved using the following procedure:

5.9.2.1

Requests for approval must be made in a timely manner prior to the registration date. Such requests will be presented to the immediate supervisor, who shall make a recommendation for approval or denial to the Superintendent.

5.9.2.2

The Superintendent's decision regarding approval is final and is not subject to the grievance procedure. Confirmation of approval shall be made in a timely manner.

5.9.2.3

The employee shall be given conference days for attendance at any training which has been approved according the procedure outlined above.

5.9.2.4

Additionally, for any such approved training, the District will pay the cost of registration fees and mileage at the rate approved by the Board of Education.

5.9.3

The District will provide training in job responsibilities and job-specific procedures to all new and newly assigned employees.

5.10 Job Descriptions

5.10.1

Unit members will perform their duties, consistent with Civil Service job description, as assigned by the Supervisor or Administrator.

ARTICLE VI – COMPENSATION

6.0 Salaries and Wages

6.0.1 Hiring Rate

The following are the minimum wages at which the District can hire in each job title:

Job Title	2013-14	2014-15	2015-16	2016-17	2017-18
Aide	\$ 10.48	\$ 10.69	\$ 10.90	\$11.12	\$11.34
Cafeteria	\$ 9.12	\$ 9.31	\$ 9.50	\$ 9.69	\$ 9.89
Cleaner	\$ 8.00	\$ 8.75	\$ 9.00	\$ 9.18	\$ 9.37
Clerical (10.5 month)	\$20,431	\$20,848	\$21,273	\$21,707	\$22,150
Clerical (11 month)	\$21,404	\$21,838	\$22,284	\$22,739	\$23,203
Custodial Worker	\$ 11.93	\$ 12.17	\$ 12.42	\$ 12.67	\$ 12.92
Custodial Worker/Driver	\$ 12.09	\$ 12.34	\$ 12.59	\$ 12.85	\$ 13.11
Driver	\$ 12.64	\$ 12.90	\$ 13.16	\$ 13.42	\$ 13.69
Microcomputer Systems Coordinator (12 month)	\$25,798	\$26,234	\$26,769	\$27,315	\$27,872
Microcomputer Systems Coordinator (11 month)	\$21,829	\$22,274	\$22,728	\$23,191	\$23,664
Monitor	\$ 10.26	\$ 10.47	\$ 10.68	\$ 10.90	\$ 11.12

6.0.1.1

Teaching Assistants will receive the hiring rate for an Aide with salary increments based on level of certification as follows:

Level I	- \$ 600
Level II	- \$1,200
Level III	- \$2,000

6.0.2 Minimum Hourly Rates

Hours	Aide or Monitor	Bus Driver	Cafeteria	Cleaner 10 Month	12 Month Custodian, Custodian/Driver, or Teaching Assistant	Teaching Assistant	Clerical 10.5 Month	Clerical 11 Month
3	531	-	531	600	-	-	-	-
3.5	619.5	-	-	-	-	-	-	-
4	708	-	708	-	-	-	-	-
5	885	885	885	-	-	-	-	-
6	1,062	-	1,062	-	-	-	-	-
7	1,239	-	-	-	-	1,239	-	-
7.5	-	-	-	-	-	-	1,575	1,650
8	-	-	-	-	2,080	-	-	1,760

6.0.2.1

The above are guaranteed as the minimum hours each hourly position will work in a school year. Each position will have the hourly wage rate multiplied by the minimum guaranteed hours and the resulting annualized pay will be distributed in 21 equal paychecks for 10 month unit members and 26 equal paychecks for 12 month members. Ten month unit members will have the option of being paid in 21 or 26 equal pay checks each year.

6.0.2.2

Unit members will receive the annual percentage increase for each of the years listed below:

2013-2014	4%
2014-2015	5%
2015-2016	3.5%
2016-2017	3.5%
2017-2018	3.5%

6.1

Part-time employees will be employed as needed.

6.2 Overtime

6.2.1

Unit members who normally work 40 hours per week will be paid at the rate of time and one-half of their regular hourly rate for all work over 40 hours. Unit members who normally work less than 40 hours per week will be paid their hourly rate plus \$.50 per

hour for all hours over their normal work hours, but less than 40 hours. This does not apply for substitution in another job title, a change in job title work on non-pupil attendance days or the time requirements currently in effect.

6.2.2

If a custodial worker or a custodial worker/driver is assigned to work more than 8 hours in one day, he/she will not be required to work more than 4 hours overtime in one day if he/she notifies the supervisor at the beginning of the overtime or earlier. After being notified, the supervisor will attempt to get a replacement. If the Supervisor is not successful in securing a replacement, the custodial worker or custodial worker/driver scheduled for the next shift will come in early to work the remaining four hour block of time.

6.2.3

Whenever overtime is necessary for a custodial worker or custodial worker/driver, he/she will be guaranteed a minimum of one hour's pay, regardless of any time short of one hour he/she actually works.

6.3 Shift Premiums

6.3.1

Shift premiums for shift workers effective July 1, 2014:

Shift	2013-14	2014-15	2015-16	2016-17	2017-18
Day 6:00 AM – 2:00 PM	0	0	0	0	0
Afternoon 2:00 PM – 10:00 PM	.63	.63	.63	.63	.63
Night 10:00 PM – 6:00 AM	.69	.69	.69	.69	.69

6.3.2

Whenever a custodial worker or custodial worker/driver works the night shift and continues into the day shift, he/she will be paid the night shift premium for the entire period of continuous work.

6.3.3

Custodial worker/drivers will work shifts which overlap the regular custodial shifts. They will receive the negotiated shift differential for any hours worked during those shifts.

6.4 Salaried Employees

6.4.1

Unit members paid on a salary basis are required to carry out a responsibility for the benefit of the District they will normally work:

Head Mechanic	2080 hours
Assistant Mechanic	2080 hours

6.4.2

They may be called upon to provide extra service or require extra time to complete their assignments.

6.4.3

Building Administrators will determine these time requirements.

6.4.4

This schedule applies to all salaried unit members hired after June 30, 1991.

6.4.5

Compensatory time will be provided for additional work hours subject to the Superintendent's approval.

6.5

The District will pay for one annual required physical for bus drivers and for cafeteria workers.

6.6 Special Bus Trips

6.6.1

Compensation for special bus trips will be the regular hourly rate of the professional driver schedule in 6.0.1.

The District will reimburse professional drivers for the cost of renewal of the Commercial Driver License for each driver with at least 180 days of service to the District.

Whenever a driver is assigned to an overnight trip, he/she will be paid for a minimum of five (5) hours at the regular hourly rate during the hours of responsibility. Such hours and driver rotation will be determined by the Transportation Supervisor, in writing, prior to each trip.

6.6.2

When extra trips are driven utilizing paid drivers, the order of priority for assignment to such trips shall be:

- a. Five (5) trip drivers
- b. Four (4) trip drivers
- c. Two trip drivers
- d. Substitute drivers

6.6.3

When more than one individual within the same priority designation wishes the trip, a rotational system shall be utilized to insure that trips are distributed in an equitable fashion.

6.6.4

No driver who elects extra driving shall exceed forty (40) hours of paid driving time per work week without the approval of the Superintendent of Schools.

6.7

Full-time drivers will be paid for, and will be expected to report for duty for a minimum of four trips per day. Each regular bus trip shall be counted as 1.25 hours. 5 Trip driving run(s) may include, but not limited to: BOCES, UPK, etc., with each trip counted at a minimum of 1.5 hours.

6.7.1

Whenever a bus driver is called in for one trip, he/she shall be guaranteed a minimum of one and one-half hours' pay. This applies to regular trips where a driver is called in for one trip, as well as all special trips.

6.8

A unit member assigned to substitute for his/her immediate Supervisor shall receive his/her salary, plus \$.75 per hour.

ARTICLE VII – HEALTH AND HOSPITALIZATION INSURANCE

7.1

1. The District will provide health and hospitalization insurance to each full-time member of the SRP, their dependents and retirees. The Board will pay the cost of the SLL BOCES Plan C health premium, HRA and HSA contributions through December 31, 2014. As of January 1, 2015, the District will pay health insurance premiums to **NY44 Trust Plan A**. An equivalent plan or better will be maintained.
2. Each employee who elects to receive coverage in 2013-14 will contribute \$250 for an individual plan or \$550 for a family plan. Beginning in 2014-15 each employee will contribute to the cost of the pure premium for the applicable health plan as per the negotiated schedule. (Single, \$400; Employee-Child or Employee-Spouse,\$1050; Family, \$1100)
3. Any full time employee hired on or after July 1, 2014 will pay 10% of the pure premium of NY 44 Trust Plan A.
4. The contribution level, for anyone retiring on or before July 1, 2014 will remain frozen at the level for which they contribute in their final year of service. Bargaining unit members retiring after July 1, 2014 will continue to pay the same dollar amount to the District toward their health insurance as was paid in the final year of employment. If the enrollment plan status is changed, the contribution will be adjusted and frozen at the same rate as would have been paid in the final year of service. A letter stating all current pure premium rates will be given to each retiree at the time of retirement.
5. Medicare Part B reimbursement by the District for the spouse of employees who retire on or after July 1, 2012 will be frozen at the 2012 rate.
6. Effective for full time unit members employed prior to July 1, 2010 who retire from the District on or after that date must have at least ten (10) years of service with the District in order to qualify for any District-provided health insurance benefits in retirement. Effective for full time unit members hired on or after July 1, 2010, in order to qualify for any District-provided health insurance benefits in retirement, the retired unit member must have completed at least fifteen (15) years of service with the District.

7.2

Unit members who as of 7/1/85 were eligible for participation in the health insurance program and who voluntarily elect to drop such coverage, or unit members who, as of 7/1/85, had family coverage and who voluntarily elect to have individual coverage only, shall receive each year forty percent (40%) of the savings which accrues to the District in lieu of such health insurance coverage.

7.2.1

Monies due the member will be paid in the first paycheck in June for savings accrued to the District during the year.

7.2.2

A member who received such payment in lieu of insurance shall not be eligible to reapply for coverage for the duration of this Agreement except in emergencies – i.e., death, layoff or disability of spouse, change in marital status, etc.

7.3

Unit members who are eligible for health insurance coverage from another source outside the NY 44 Trust Plan A may elect not to be covered by the health insurance plan provided by the Madrid-Waddington Central School District. Persons who voluntarily elect to drop such coverage shall notify the District by October 1, and will receive the sum of two thousand five hundred dollars (\$2,500), payable in the second paycheck in January each year thereafter that the member is not covered by the NY 44 Trust Plan A. Members whose circumstances change (e.g. death, layoff or disability of spouse, marital status, etc.) may reapply for coverage at any time. There will be no pro-ration of the \$2,500 for any member whose election to drop coverage is voided during the calendar year.

ARTICLE VIII - TEMPORARY LEAVES OF ABSENCE

8.1

Leaves will not be used to extend vacation. Personal leave will be used for purposes of personal business that cannot be accomplished during non-work times.

8.1.1

Misuse of leaves may result in appropriate disciplinary action which may result in a range of penalties.

8.2 Sick Leave

8.2.1

Ten-month employees will have available for sickness 13 days per year leave time, cumulative to 180 days. The employee will be reimbursed at the rate of \$14 for each sick day remaining above the maximum of 180 days on June 30th of each year. The payment for said reimbursement will be made in the second paycheck in July. This amount does not include any days credited on July 1st of each year.

For the first year of employment sick leave shall accrue at the rate of 1.5 days per month. After one full year of employment has been reached the employee will be credited with 13 days per year on July 1 for each year.

8.2.2

Eleven-month employees will have available for sickness 14 days per year, cumulative to 190 days. The employee will be reimbursed at the rate of \$14 for each sick day remaining above the maximum of 190 days on June 30th of each year. The payment for said reimbursement will be made in the second paycheck in July. This amount does not include any days credited on July 1st of each year.

For the first year of employment, sick leave shall accrue at the rate of 1.5 days per month. After one full year of employment has been reached the employee will be credited with 14 days per year on July 1 for each year.

8.2.3

Twelve-month employees will have available for sickness 15 days per year, cumulative to 200 days. The employee will be reimbursed at the rate of \$14 for each sick day remaining above the maximum of 200 days on June 30th of each year. The payment for said reimbursement will be made in the second paycheck in July. This amount does not include any days credited on July 1st of each year.

For the first year of employment, sick leave shall accrue at the rate of 1.5 days per month. After one full year of employment has been reached the employee will be credited with 15 days per year on July 1 for each year.

8.2.4

Part-time employees will have available for sickness 7 days per year cumulative to 180 days. The employee will be reimbursed at the rate of \$14 for each sick day remaining above the maximum of 180 days on June 30th of each year. The payment for said reimbursement will be made in the second paycheck in July. This amount does not include any days credited on July 1st of each year.

For the first year of employment, sick leave shall accrue at the rate of 1 day per month. After one full year of employment has been reached the employee will be credited with 7 days per year on July 1 for each year.

8.2.5 - Verification

The Building Administrator may request verification from a physician for any illness of three or more days.

8.2.6 - Pregnancy

Confinement or treatment as a result of pregnancy will be treated as sickness.

8.2.7

Employees who are injured while acting within the scope of their employment will be allowed up to five (5) days absence not charged to accrued sick leave. If the Workers'

Compensation claim is denied, said days will then be charged to the employee's sick leave.

8.3 Personal Leave

Personal leave consisting of three days will be permitted for the following reasons:

8.3.1

Legal matters: house closing, income tax hearings, adoption proceedings, court appearances for traffic violations, probating wills, obtaining licenses, etc.

8.3.2

Funerals: except as provided for in 8.4.1, relatives or non-relatives (in case of death in family, additional leave days, deductible from accumulated sick leave may be used with the permission of the Superintendent.)

8.3.3.

Ceremonies: Graduation of unit member or member of immediate family, weddings, participation in religious ceremonies, honor and award ceremonies involving the member or members of his/her family.

8.3.4

Religious holiday observances of his/her particular faith, not covered in the regular school calendar.

8.3.5

Court and/or government agency appearance: The number of days necessary will be approved if one of the following conditions exist.

8.3.5.1

The school district is involved and the member is a party or witness to the action;
or

8.3.5.2

the member is to appear as a witness to testify facts and/or testimony of general interest before a Federal, State or County Grant Jury; or

8.3.5.3

The member is required to appear before any Federal, State, Town or Village Agency and is not personally involved.

8.3.6

Jury Duty: Notice of Jury Duty must be submitted to the immediate supervisor.

8.3.7

The Superintendent will have the authority to approve the use of sick leave for emergency personal leave situations when personal leave has been exhausted or when a valid reason is not enumerated above.

8.3.8

Unused personal leave days shall accumulate as sick leave in the following year.

8.4 Bereavement Leave

8.4.1

In case of death in the immediate family of the member or member's spouse, the member shall receive three days not chargeable to leave credit and non-accumulative. Immediate family shall be defined as spouse, parent, child, sibling, in-law, legal guardian or foster parent, or an actual member of the member's household.

8.4.2

In other cases of close family relationship, such absences must be approved by the Superintendent.

8.5 Child Rearing Leave

8.5.1

Upon request, a child rearing leave shall be granted for one year and may be granted for the second year without pay. This leave is also available to any adopting parent under the same conditions. If both parents are employees of the District, either the husband or wife may apply, not both.

8.5.2

Notice of this request will be given to the District at least three (3) months before the leave commences.

8.5.3

Under extenuating circumstances, reasonable notice variances will be allowed.

8.5.4

An employee who has worked (including paid leave) ninety (90) school days or more during the school year in which the leave commences shall be entitled to salary credit in

the subsequent contract year.

8.5.5

Such leave shall be without pay or benefits, except as provided for in 8.5.4 and in the Family and Medical Leave Act of 1993; however, the unit member shall return to the same or a similar position and shall retain the seniority and leave accumulation and other benefits at the levels in effect when the leave began.

8.6

Request for leave will be made to the Supervisor or Building Administrator and approved by the Superintendent. In the case of personal leave, requests will be made three (3) days before the expected absence. The members requesting approval for leave will state the specific reason for the leave. When, because of an emergency or other unusual situation, three days notice is not possible, approval will be requested at the earliest possible date.

8.7

Appendix II – Form for Personal/Emergency Leave Days

ARTICLE IX - SICK LEAVE BANK

9.1

Unit members of the Madrid-Waddington Central School District shall be afforded the opportunity of participating in, and receiving the benefits of, a district-wide Sick Leave Bank. The provisions of this Bank are as follows:

9.2

A Sick Leave Pool shall be available for employees who elect to join under the following conditions:

9.2.1

Each employee electing to join will donate one day of his/her accumulated sick leave, to be matched on a one-to-one ratio by the Board. The opportunity to join the pool will be afforded all employees at the beginning of the school year, and the application form authorizing the deduction of a sick leave day to be placed in the pool must be received by the second pay period in October in order for the employee to be a member during that year.

9.2.2

An employee electing to join the sick leave pool, after its initial inception, will be required to donate the number of days other employees donated as members of the pool, between the employee's date of employment and the date the employee joins the pool.

9.2.3

Until such time as an employee elects to join the Sick Leave Pool, should he/she become ill before joining, he/she is not eligible to draw from the Sick Leave Pool.

9.2.4

Should an employee who is not a member of the Sick Leave Pool become ill or incapacitated on the first of September, he/she would be ineligible to participate until such time he or she had recovered from the illness or disability and returned to work.

9.2.5

Any employee who joins the Sick Leave Pool will remain a member until such time as he/she notifies the Clerk of the Board.

9.2.6

Employees who withdraw from the Sick Leave Pool, or who resign or retire, will not be eligible to withdraw their days donated to the Sick Leave Pool from the Sick Leave Pool.

9.2.7

In the event the balance drops to 135 days or below, each member will have one (1) day deducted from his/her accumulated leave to replenish the Sick Leave Pool. Days deducted will be matched by the Board of Education.

9.2.8

When it becomes apparent that illness or injury of an employee will result in the exhaustion of his or her sick leave, the non-teacher will apply, in writing to the Sick Leave Review Board, consisting of a Board member, the Superintendent or his/her designee, the President of the Teachers' Association, the President of the School Related Personnel Union, a teacher from each building and three non-teaching employees selected by their Union.

9.2.9

The Review Board will review the case, determine the eligibility of the employee and render its decision in writing.

9.3

The following criteria will be utilized:

9.3.1

The employee must exhaust all accumulated sick, personal and vacation leave before using days from the pool.

9.3.2

A waiting period of three days beginning with the first day of the illness, for each year of service in the District, up to thirty days must precede usage of the pool. Absence must be continuous. Under extenuating circumstances, this provision could be waived upon recommendation of the Review Board and approval of the Board of Education.

9.3.3

The Review Board may, at its discretion, review cases and require submission of appropriate medical data.

9.3.4

The individual has signed an appropriate release form authorizing the school district to receive any Workers' Compensation or Disability salary payments due to him/her as a result of an accident or illness. Upon receipt of such payment, the Sick Leave Bank shall be replenished by the number of days said payment reimburses the district. The number of days shall be determined by dividing the amount received by the employee's daily rate of pay.

9.4

The Sick Leave Pool is not available for family illness, family injury or unpaid child care leave.

9.5

Normally the maximum benefit of the pool will total 180 days for any one illness or injury; however, under extenuating circumstances upon recommendation of the Sick Leave Review Board and approval by the Superintendent, the person may continue to draw such additional benefits as they deem appropriate to the situation.

9.6

Once the employee has used the Sick Leave Pool and needs to use it again, the waiting period shall be three days for each year of service following the last year of use of the pool up to a maximum of thirty (30) days.

ARTICLE X - SENIORITY

10.1

Seniority is defined as continuous service in the job title. In the case of teacher aide, teaching assistant, and monitor, seniority shall accrue according to individual job titles as defined by Civil Service and Education Law. For individuals who were teacher aides in the District immediately prior to employment as teaching assistants, should those assistants be subject to position reductions, bumping rights back to teacher aide positions will be determined by total service in

both job titles. Bus drivers, custodial workers, and custodial worker/driver seniority crosses over from one job title to another except for purposes of bumping as described in 10.6.

10.2

If there is a reduction in forces, seniority will prevail. The last unit member on the seniority list in the job title will be the first laid off, and when forces increase again, the members will be returned to work in reverse order of the layoff.

10.3

A seniority list will be maintained in the Superintendent's Office.

10.4

Positions open will be posted for members' information at least five working days prior to taking action to fill the position.

10.5 Vacations

10.5.1

Where the employee is changing from a position in which vacations are not provided to one in which they are, prior service shall be counted toward vacation eligibility on the following basis: Bus Drivers, Cooks, full-time Teacher Aides, and full-time Teaching Assistants, each year of service counts as $\frac{1}{2}$ year; Clerks and Typists, each year of service counts as $\frac{3}{4}$ year; half-time Monitors and Teacher Aides – each year counts as $\frac{1}{4}$ year.

10.5.2

Where accumulated service, when converted, qualifies the person for vacation time, vacation time will be available during the first year in the new position.

10.5.3

The service credit under this formula is only applicable for the purpose of determining vacation eligibility and does not related to salary or seniority in the position, should a reduction in force become necessary.

10.6

Seniority for the purpose of "bumping rights" begins with the service in the new position and does not include credit for prior service which was recognized for vacation purposes. However, the individual who changes positions, should his/her new position be eliminated, would retain his/her seniority in his/her prior position and could "bump" the last senior person (if that person has less seniority). Exceptions to first sentence include custodial worker/drivers because of the nature of split responsibilities in their job description. "Bumping rights" seniority calculations for people occupying these positions will be calculated retroactively according to the following guidelines:

2 trip – 10 mos. Drivers = .5 year seniority in driver title for each year worked.

4 trip or more – 10 mos. Drivers = 1 full year of seniority in driver title for each year worked.

8 hr – 12 mos. Custodial Worker (despite occasional substitute driving) = 1 full year in custodial title for each year worked.

2 trip – 10 mos. Driver (5 ½ hrs/10 mos., and 8 hrs/2 mos. Custodial) = .8 year of seniority in custodial title for each year worked.

4 trip – 10 mos. Driver (3 hr/10 mos. and 8 hrs/2 mos.) = .55 year seniority in custodial title for each year worked.

10.7

Bidding: When a new job or vacancy occurs within a department, it shall be posted so that interested members may bid on it. Department members who are qualified for the new job or vacancy shall be given first consideration on the basis of departmental seniority. For purposes of bidding, hourly cleaners shall be considered part of the custodial/maintenance department. Monitors, teacher aides and teaching assistants shall be considered a “department;” bus drivers, custodial workers, custodial/drivers shall be considered a “department.”

10.7.1

In the event an incumbent employee bids for and is awarded the new job or vacancy, he/she retains all rights to the job from which he/she transferred for a trial period of up to 20 workdays. During the trial period; the employee may elect to return to his for her former position; after the trial period he/she will be considered as having accepted the new job or vacancy.

10.7.2

Administration during the trial period may reject the employee from the new job or vacancy, subject to the terms of this Agreement. In such case, the employee will return to his/her previous job with no loss of benefits. In the event the administration exercises its right to reject the employee, and provided that the employee has been properly evaluated during the 20 days, such rejection shall not be subject to the grievance/arbitration procedure or to appropriate Civil Service Law and Regulations.

10.7.3

In the event no department employee applies for the new job or vacancy and the District hires a current employee from another department, the trial period and the right to return to his/her old position without loss of benefits as detailed in 10.7.1 and 10.7.2 shall prevail. District wide seniority and qualifications will be considered by administration in filing such position.

ARTICLE XI – VACATIONS AND HOLIDAYS

11.1

Vacations: Vacation schedules will be worked out and coordinated by Supervisors and Building Principals.

Twelve-month Employees: 2 weeks after first year
 3 weeks after ten years
 4 weeks after fifteen years

11.1.1

For clerical employees scheduled vacation periods will be observed in accordance of the approved school calendar.

11.2 Holidays: The following are paid holidays for salaried and twelve-month employees:

Independence Day	Thanksgiving Day and Friday following	Martin Luther King Day
Labor Day	*Christmas Recess (*3 day work week)	President’s Day
Columbus Day	*New Year’s Recess (*3 day work week)	Good Friday
Veterans Day		Memorial Day

11.2.1

Christmas and New Year’s: All full-time employees shall work for three days during the weeks when these holidays occur.

11.2.2

Ordinarily, this would result in the vacation beginning the day preceding the holiday and include the holiday also. Where the holiday does not fall on a scheduled work day, the two-day vacation period will be determined by the Administration in such a manner as to provide the minimum of disruption to the school’s operation while still allowing the employees the benefit of a three-day work week.

11.3

If an employee is required to work on Easter Sunday, he/she shall be paid double time for this day or at the option of the Administration, shall be granted compensatory time off.

11.4

A schedule for unit members entitled to vacations and paid holidays shall be provided to affected members by July 1, of each year.

ARTICLE XII – TERMINATION PAY

12.1

Upon retirement, termination because of inability to pass the required physical exam, or the elimination of a position, a unit member will receive \$28 per day termination pay for the unused accumulated sick leave. Any payment must be in the form of a non-elective deposit to the unit member's 403(b) account.

12.1.1

Benefits under this section are available with any amount of service.

12.1.2

In case of death while employed, the estate of the deceased shall receive the appropriate payment for any unused sick leave to the unit member's credit.

12.1.3

In cases of retirement, the unit member must submit a letter of intent to retire by February 1st of the year prior to the effective date of retirement.

ARTICLE XIII – TEMPORARY EMPLOYEES

Temporary employees are not covered under the terms of this contract. Any position deemed temporary by the district shall be abolished or made permanent six (6) months after the position is created. Any substitute employees, regardless of the duration of their employment, will not be included in the category of temporary employees for the purposes of this provision.

ARTICLE XIV – AMENDMENT TO SECTION 204A OF THE TAYLOR LAW

14.0

Amendment to Section 204A of the Taylor Law, Section 204A Agreements between Public Employees and Employee Organizations.

14.1

Any written agreement between public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type in such Agreement:

“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE

ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

14.2

Every employee organization submitting such in written agreement to its members for ratification, shall publish this notice, include such notice in documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the Chief Fiscal Officer of any public employer to each public employee. Each public employee employed thereafter, shall upon such employment, be furnished with a copy of the provisions of this section.

14.3

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

ARTICLE XV – GRIEVANCE PROCEDURE

15.0 Basic Principles

15.0.1

It is the intent of the parties to this Agreement that grievances be resolved at the lowest possible Administrative level.

15.0.2

Each unit member shall have the right to present grievances under this procedure, free from coercion, interference, restraint, discrimination or reprisal.

15.0.3

Grievances will not be used to antagonize, intimidate, expand the contract, retaliate or harass the Administration or the Board.

15.0.4

Grievances will be confidential at all stages unless the parties mutually agree to release information to the public.

15.0.5

A grievance will be deemed waived unless it is submitted with fifteen (15) work days after the aggrieved party knew or should have known of the events or conditions on which it is based.

15.1 Definitions

15.1.1

Grievance: A grievance is any alleged violation of this Agreement.

15.1.2

Aggrieved Party or Grievant: Member of the group or unit who initiates a grievance, or the Union.

15.1.3

Supervisor: Building Administrator or the person to whom the unit member reports or who assigns work to the member.

15.1.4

Business Day: Any day when twelve month staff, covered by the contract, are required to be in attendance.

15.2 Procedure

15.2.1

Except in the informal stage, all grievances shall be in writing and shall include the name and position of the aggrieved party, events or conditions constituting the grievance, identification of the contract provisions involved, identity of the responsible party, and a general statement of the nature of the grievance and redress sought.

15.2.2

All steps in the grievance procedure shall be conducted outside the grievant's working hours or at a time mutually agreeable to both parties.

15.2.3

All grievances will be processed through the grievance procedure prescribed by this article.

15.2.4

Time limitations may be extended by mutual agreement. Failure to adhere to the time limits waives the grievance on the union part, and moves it to the next stage on the District's part.

15.3 Stages

15.3.1 Informal Stage

The grievant shall present his/her grievance to the immediate supervisor. The aggrieved party must attempt to resolve the grievance informally. The immediate supervisor shall render his/her determination to the aggrieved party within five business days. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to the Superintendent.

15.3.2 Superintendent's Stage

15.3.2.1

The grievant has ten business days following the determination at the informal stage, in which to file a written grievance to the Superintendent.

15.3.2.2

The Superintendent will review the written grievance.

15.3.2.3

The Superintendent will provide a hearing, if requested by the grievant, to gather or clarify information.

15.3.2.4

The Superintendent or his/her designee shall render his/her determination within ten business days after the hearing, or if the hearing has been waived, within ten business days after the grievance has been submitted.

15.3.2.5

If the grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to the Board stage.

15.3.3 Board Stage

15.3.3.1

Within ten business days after the determination has been made at the Superintendent's stage, the aggrieved party must answer the decision.

15.3.3.2

The aggrieved party must identify the reasons for appealing from the Superintendent's decision.

15.3.3.3

The Board will conduct a hearing on the grievance, if requested by the grievant, or render a decision based upon the written documents, within twenty business days. If a hearing request has not been made, a decision will be rendered within

twenty business days of the written grievance.

15.3.3.4

If the Union is not satisfied with the decision of the Board of Education, it may proceed to Arbitration Stage.

15.3.4 Arbitration Stage

15.3.4.1

Within ten business days following receipt of the decision at the Board stage, the Union will notify the President of the Board and the Superintendent of its intent to proceed to arbitration.

15.3.4.2

Within ten business days the representative of the Union and the Superintendent will agree upon an Arbitrator and obtain a commitment from him or her to serve.

15.3.4.3

If an Arbitrator cannot be agreed upon, the Union may file a Demand for Arbitration with the American Arbitration Association. The parties will be bound by the rules of AAA.

15.3.4.4

The decision of the Arbitrator shall be binding on both parties.

15.3.4.5

The expense shall be borne equally by the Union and the District.

15.3.4.6

The Arbitrator's decision will be in writing and will set forth his/her findings on the issues raised during the grievance. The Arbitrator will be without power and authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

15.3.4.7

The Arbitrator may only address issues specifically addressed in this Agreement.

ARTICLE XVI – UNION BUSINESS

16.0

The Union officers will have free use of fax and copying machines, along with mailboxes in each building and to the interschool mail system for purposes of conducting union business only.

16.1 Meetings

The Union may request the use of the school building and facilities without cost for meetings, provided such does not interfere in any way with normal school functions or previous commitments. Requests will be made to the Building Principal prior to such use.

16.2

Two (2) Union business days will be available to the Union. The President will notify the Superintendent 48 hours in advance (emergency excepted) of the persons taking such leave and the duration of the same.

ARTICLE XVII – RETIREMENT PLAN

Contributions to the “Career Retirement Plan” (25 years/50%) will be paid in accordance with State law by the District.

ARTICLE XVIII – SUMMER WORK SCHEDULE

18.1 Summer Work Schedule

Clerical employees will work the following summer schedule: CSE and Guidance Secretaries will work two (2) weeks; Elementary and Secondary Secretaries will work four (4) weeks. Weeks to be worked in the summer will be by mutual agreement, except that the Guidance Secretary’s weeks will be the same weeks as the Guidance Counselor works. Custodians will be allowed the option to work four (4) ten hour days, by mutual agreement with administration. Additional work may be available at the District’s discretion. Sections 18.2 and 18.3 will apply to work beyond the two or four week period and to other summer employees.

18.2

Summer employees will not accrue benefits under this contract.

18.3

In the event of an emergency or unusual situation, the Superintendent may allow summer employees who are also ten (10) month employees to use their accumulated sick leave up to a maximum of two (2) weeks.

ARTICLE XIX – SNOW DAYS

19.1

On a declared snow day, with the exception of unit members not required to work, such as bus drivers and cafeteria workers, teaching assistants, teacher aides, and monitors, any member who fails to report to work shall, if he/she has leave available be charged a day of leave with the option of making it up by working at a time acceptable to the administration.

19.2

Where the member has no leave accumulated, he/she shall be docked one day's pay (with the same option of making up the time and hence the pay available). Makeup list must occur prior to the last pay period in June. Under unusual circumstances, the administration may, with Board approval, excuse the absence and not make a charge against the member's leave or salary. (An example would be where Martial Law forbidding travel had been declared.)

ARTICLE XX – 41J OPTION

20.0 Unused Sick Leave

Upon leaving the employ of the District a unit member may elect to receive payment for each day of accumulated sick leave to the maximum allowable in Article XII, Section 12.1 or; a unit member who belongs to the New York State Employees Retirement System may allocate up to 165 days of accrued sick time to the 41J Retirement Option and be paid \$28.00 per day for any remaining accumulated sick leave to the maximum allowable. Any payment must be in the form of a non-elective deposit to the unit member's 403(b) account.

ARTICLE XXI - 403(b) PLAN

21.0

The District agrees to contribute on behalf of the bargaining unit member the sum from Remuneration of Unused Sick Leave to a tax deferred annuity program under Internal Revenue Tax Code, Section 403(b).

The District agrees to contribute on behalf of the 12 month bargaining unit member the sum from remuneration of unused accumulated earned Vacation Leave at the current rate of pay to a tax deferred annuity program under Internal Revenue Tax Code, Section 403(b).

Any payment must be in the form of a non-elective deposit to the unit member's 403 (b) or NY State 457 Deferred Compensation Plan. Such plan must be set up and documents received in the Business Office by April 30th of year of retirement.

The District agrees to utilize the common remitter services of a company chosen by the Association, as long as such service does not add or increase the cost of providing same to the District. Any third party administrative costs incurred in the implementation and continuation of the 403(b) program will be shared equally by the District and the participating unit member, up to a maximum of \$15 annually per participating unit member, for both elective and non-elective contributions.

The District agrees to remit 100% of the employer contribution amount to a company chosen by the Association, which has demonstrated through its contract with the District, that it can accept employer contributions.

APPENDIX I
SCHOOL RELATED PERSONNEL UNION
of the
MADRID-WADDINGTON CENTRAL SCHOOL
Payroll Deduction Authorization

Social Security Number: _____

Last Name _____ First Name _____ Initial _____

District Name: _____

Organization: _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all rights and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability thereof. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Member Signature: _____

Date: _____

APPENDIX II

MADRID-WADDINGTON CENTRAL SCHOOL

Request For Personal/Emergency Leave

Personal Business Absence Form

I hereby request a leave of absence on _____.
DATE

___ Full Day
___ Half Day -- ___ AM ___ PM

I affirm that this request complies with the provisions of the contract. This leave is not being used for any purposes which can be dealt with outside regular school hours.

Employee Signature

Please print your name

Date

APPROVED BY:

Supervisor

Date

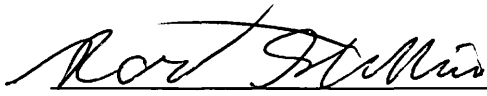
Lynn M. Roy, Superintendent

Date

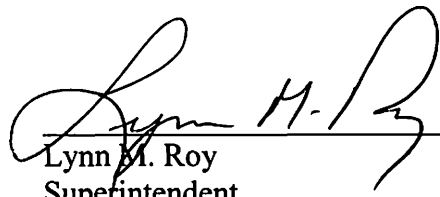
DURATION OF AGREEMENT

The period of this Agreement shall extend from July 1, 2013 through June 30, 2018. However, only salary increases will be applied retroactively to July 1, 2013, in accordance with Article VI, Section 6.0.2.2; all other provisions of this Agreement will be effective upon ratification by both parties.


In witness hereof, the parties have hereunto set their hand and seals this 27th
day of June, 2014.



Robert Stebbins
President
Madrid-Waddington Central School
School Related Personnel Union
Chairman, Negotiations Committee
Madrid-Waddington Central School
School Related Personnel Union



Lynn M. Roy
Superintendent
Madrid-Waddington Central School



Michael Miller
President
Board of Education
Madrid-Waddington Central School

MEMORANDUM OF AGREEMENT (“hereinafter “MOA”)

THIS AGREEMENT entered into as of the 22nd day of June, 2010, by and between the Board of Education, Madrid-Waddington Central School (“Employer”) and the Madrid-Waddington School Related Personnel Union (“the Union”) does hereby amend the terms of the existing collective bargaining agreement (“CBA”) that governs the employment relationship between Employer and the Union, as follows:

Effective June 22, 2010, the Employer and Union agree to the following:

Employer Non-Elective Contribution to 403(b) Plan

1. Employer Non-Elective Contribution – Leave Conversion

The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a leave conversion under Article XII, section 12.1, Article XX section 20.0, and Article XXI section 21.0 of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

2. No Cash Option

No employee may receive cash in lieu of or as an alternative to any of the Employer’s Non-elective Contribution(s) described herein.

3. Contribution Limitations

In any applicable year, the maximum Employer Contribution shall not cause an employee’s 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees’ 403(b) account, the Contribution Limit shall be based on the employee’s compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer’s Non-Elective Contribution.

4. 403(b) Accounts

Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions.

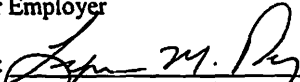
5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other

~~37~~

portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

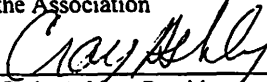
6. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

For Employer

By: 
Lynn M. Roy, Superintendent
Madrid-Waddington Central School

Dated: 9/8/10

For the Association

By: 
Craig Ashley, President
Madrid-Waddington Chapter
School Related Personnel

Dated: 9-8-10