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#### **Contract Database Metadata Elements**

Title: **Madison Central School District and Madison Central School Non-Instructional Employees Association (2014)**

Employer Name: **Madison Central School District**

Union: **Madison Central School Non-Instructional Employees Association**

Local:

Effective Date: **07/01/2014**

Expiration Date: **06/30/2017**

PERB ID Number: **5519**

Unit Size:

Number of Pages: **30**

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**AGREEMENT**

**between**

**THE SUPERINTENDENT**

**of**

**MADISON CENTRAL SCHOOL**

**and**

**THE NON-INSTRUCTIONAL EMPLOYEES' ASSOCIATION**

**of**

**MADISON CENTRAL SCHOOL**

**2014-2017**

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**AGREEMENT BETWEEN PUBLIC EMPLOYERS  
And  
EMPLOYEE ORGANIZATIONS**

**Section 204-a of the Taylor Law:**

"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."

**ARTICLE I**

**RECOGNITION AGREEMENT**

**NON-INSTRUCTIONAL EMPLOYEES' ASSOCIATION OF MADISON CENTRAL  
SCHOOL**

The Madison Central School Board of Education (hereinafter referred to as the "Board") hereby recognizes the Non-Instructional Employees' Association of Madison Central School (hereinafter referred to as the "Association") as a unit supported by a majority of the following non-instructional personnel: Typists, Office Assistant I/Teacher Aide, Teacher Aides, Office Assistant II, School Monitors, Custodians, Cleaners, Building Maintenance Mechanic, Bus Drivers, Bus Drivers-Cleaners, Bus Drivers-Custodians, Cook-Manager, Cooks, Food Service Helpers, Kitchen Help, Nurse R.N. Those excluded are: District Clerk, Tax Collector, District Treasurer, Confidential Secretary to the Superintendent of Schools, Maintenance Mechanic and Bus Driver/Dispatcher.

In the event any competing employee organization claims the right to represent the employees in said unit and furnishes the proof of membership and support as above specified, then the selection of an employee representative shall be determined in accordance with the Public Employees' Fair Employment Act and the rules of the Public Employment Relations Board.

The Board agrees not to negotiate with any employee or employee organization of these personnel other than the Association for the duration of this recognition agreement.

## ARTICLE II

### GRIEVANCE PROCEDURE

A. Definition of Grievance:

A grievance is a claim by a member of the Bargaining Unit, or the Association President on behalf of the Association, involving the application or interpretation of the items in this Agreement.

B. Purpose:

The main purpose of the grievance procedure as established in this article is to secure, at the lowest level possible, equitable solutions to the claims of the parties. Except as it is necessary for the purpose of this article, both parties agree that these proceedings shall be kept informal and confidential.

C. Grievance Committee:

This is a committee created by the Association each year to serve for the duration of the yearly agreement.

D. General Principles:

1. The resolution of the grievance at the earliest possible stage is encouraged.
2. A grievant shall have the right to be represented at any stage by the Association.
3. Each party to a grievance shall have access, at reasonable times, to all written statements and records pertaining to the case.
4. It shall be the responsibility of the Superintendent to take such action as is deemed necessary to give force and effect to these procedures to make sure that grievances are considered promptly and a determination is made within the time limits specified.
5. Grievance forms may be obtained from the Superintendent or the Association President. A sample copy is attached at the end of this contract.

E. Procedures:

1. Step One - Informal Stage

The aggrieved individual shall orally present his/her grievance to his/her immediate supervisor. The grievance shall be presented within fifteen (15) working days after the employee knew or could reasonably have known of the act or condition on which the grievance is based. The immediate supervisor shall orally and informally discuss the grievance with the aggrieved individual within fifteen (15) working days after the grievance has been presented to him/her. If the

**ARTICLE II**  
**(Continued)**

E. Procedures: (continued)

grievance is not satisfactorily resolved at this level, the aggrieved person may proceed to the next step.

2. Step Two - Formal Stage

- a. In the event that the employee is not satisfied with the decision at Step One, the grievance shall be presented to the Grievance Committee for consideration within fifteen (15) working days after the receipt of the decision rendered at Step One.
- b. If the Grievance Committee determines that there is a meritorious grievance, it will file a written appeal of the decision at Step One with the Superintendent within fifteen (15) working days of the receipt of the decision rendered in Step One.
- c. Within fifteen (15) working days after the receipt of the appeal, the Superintendent and/or his/her duly authorized representative shall hold a hearing with the aggrieved party and the Grievance Committee, or its representative, and all other parties in interest.
- d. The Superintendent shall render a decision in writing within fifteen (15) working days after the conclusion of the hearing.

3. Step Three - Board of Education

- a. In the event that an employee is not satisfied with the decision at Step 2, the grievance shall be reviewed by the grievance committee.
- b. If the Grievance committee determines that there is a meritorious grievance, it may file a written appeal of the decision at Step Two with the Board of Education for decision within ten (10) working days after receiving the Step Two decision. The official grievance record maintained by the Superintendent shall be available for the use of the Board of Education.
- c. The Board of Education shall hold a hearing in executive session within twenty-five (25) working days of the receipt of this written appeal.
- d. The Board of Education shall render a written decision within twenty-five (25) working days after the hearing.

**ARTICLE II**  
**(continued)**

E. Procedures: (continued)

4. Step Four - Binding Arbitration

If the Association is not satisfied with the Step Three decision it may, within fifteen (15) working days of the receipt of the Board's decision, submit the matter to binding arbitration under the Voluntary Arbitration Rules of the American Arbitration Association. The costs of the arbitration will be borne equally by the parties. The arbitrator shall not have the power to add to, delete from, or modify the terms of this agreement in any way nor to require the commission of an act prohibited by law or violative of the terms of this agreement.

F. Provisions:

1. Conferences and hearings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If, in the judgement of the Superintendent, conferences or hearings must be held during working hours, persons who participate shall be excused from their assignment(s) without loss of pay.
2. Failure at any step of the procedure to appeal a grievance to the next level within the specified time limits shall deem acceptance of the decision rendered at that Step. Failure at the first two steps in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
3. Binding arbitration is limited to the terms and conditions of employment covered by this contract.

**ARTICLE III**

**MISCELLANEOUS PROVISIONS**

- A. The parties agree that all negotiable items presented by either party have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement, except by mutual consent of both parties.
- B. This Agreement and all provisions herein are subject to all applicable laws, regulations and decisions of the Commissioner of Education for New York State. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.
- C. All employees are to be furnished with an itemized payroll statement each pay period.

**ARTICLE III**  
**(continued)**

- D. The hearing officer for Section 75 cases shall be selected by the parties through the American Arbitration Association, with costs shared equally.
- E. The children of bargaining unit members may attend the Madison Central School District tuition free. The unit member and their child (ren) would be subject to the same terms, conditions, and stipulations governing “non-resident” students under District policy (ies) and procedure(s).

**ARTICLE IV**

**WORKING RULES AND REGULATIONS**

- A. When a vacancy occurs or a new position is created, employees within the bargaining unit will be given the first opportunity to apply for such position, provided the bargaining unit member is qualified.
- B. Cafeteria employees shall receive straight salary after twenty-seven and one half (27 ½) hours of work in any given week. In the event that the kitchen is utilized outside the regular school day, an employee from the cafeteria kitchen staff will be present and will receive a minimum of two (2) hours of his/her regular hourly rate of pay.
- C. All overtime must have prior approval of the administration, unless an extreme emergency arises requiring immediate correction. Overtime shall be paid at the rate of one and one-half (1 1/2) times an employee's regular rate of pay for hours worked in excess of forty (40) hours in any one given week.
- D. Bargaining Unit employees who agree to provide services for extra-curricular activities approved by the Board of Education shall be compensated by the District.
- E. Teacher Aides, School Monitors, bus drivers, cafeteria employees and clerical employees are not required to report for duty when school is closed due to bad road conditions. Custodial employees are expected to report for duty and be on the job as soon as weather or roads permit when school is closed for weather conditions. Hourly employees will be paid for snow days (not to exceed four (4) days per year). Custodial staff required to work snow days will be provided an additional personal leave day for every (2) snow days worked up to a maximum of two (2) personal leave days per school year.

Those employees assigned to a night shift who seek permission to leave employment prior to the end of their shift due to extreme, inclement weather shall follow the administrative chain-of-command to receive such permission by phone. If, after following the chain-of-command, the employee cannot make contact with anyone, he/she shall exercise reasonable judgment on how to proceed and report same to the administration on the following day. Those who leave early due to these conditions shall suffer no loss of pay in accordance with these administrative procedures.



**ARTICLE IV**  
**(Continued)**

- F. When the Superintendent or his/her designee determines to send home non-instructional personnel early due to severe inclement weather or other district-declared emergency, there shall be no loss of pay.
- G. All full-time ten (10) and twelve (12) month non-instructional employees shall receive a five percent (5%) increase in salary during their last year of employment after fifteen (15) years of continuous service in the District or receive a seven percent (7%) increase in salary during their last year of employment after twenty-five (25) years of continuous service in the District. To be eligible, an employee must retire under the New York State Retirement Plan and give a one (1) year written notice to the Superintendent.

Notice requirements shall be waived in the event of personal or immediate family disability that causes retirement.

- H. All members of the bargaining unit shall be evaluated at least once annually. Evaluation procedures are to be determined by the Superintendent and a committee of unit members.
- I. The District agrees to reimburse non-instructional employees for workshops, courses, etc. taken that are taken to improve the employee's performance. The courses must be approved in advance by the Superintendent, in writing, in order to qualify for reimbursement.
- J. 1. Cafeteria, cleaning and custodial staff will be eligible for a work shoe allowance of up to one hundred twenty-five dollars (\$125.00), once per year in any year in which work shoes are actually purchased. The shoes are required to be OSHA approved safety shoes with either steel toed or composite toed shoes. Reimbursement shall be made upon presentation of receipts/proof of purchase to the Business Office.
2. The District will provide shirts for cleaning and custodial personnel. Shirts shall be worn only during the performance of work for the District.
3. Uniforms
- a. The District agrees to purchase three (3) scrubs, or a clothing equivalent, top and bottom, for each kitchen employee, effective with the beginning of the 2014-2015 school year.
- b. Uniforms shall be worn daily and be kept in a clean and neat manner.
- c. Uniforms pieces shall be issued and/or replaced on an "as needed" basis, but no more than one time per year.
- d. Uniforms to be selected by the Superintendent or his/her designee.
- K. On a sports run or field trip when a driver is unable to return home, the driver will be paid for all of his/her time away at the extra trip rate. All such layovers must be approved, in writing, in advance by the Superintendent or his designee.

**ARTICLE IV**  
**(Continued)**

- L. The District shall make reasonable efforts to inform bus drivers by 6:30 A.M. on days that school is closed due to weather conditions.
- M. Bus drivers, as needed by the District, shall work on a legal paid holiday if a trip has been scheduled and will be paid at their regular extra trip rate over and above the paid holiday.
- N. Members shall be paid at the regular pay rate when school is dismissed early, delayed due to inclement weather, departure times are altered due to bus equipment failures, or delays due to breakdowns on the road.
- O. Layover between regular trips and extra driving not exceeding one (1) hour shall be treated as continuous time at the driver's regular pay rate. All layovers must be approved by the administration in advance.
- P. Drivers shall be allowed compensation for meals on out-of-town trips provided that they are not part of a regular trip and paid receipts are furnished.

The following maximum rates shall apply for meals taken during the hours specified:

- 1. If a trip requires an employee to leave before 7:00 a.m. and return after 10:00 a.m., the employee will receive reimbursement for breakfast actually purchased upon presentation of a receipt. Reimbursement shall be for the actual cost of the meal, but in no event shall reimbursement exceed the following: Six Dollars (\$6.00).
  - 2. If a trip requires an employee to leave before 10:30 a.m. and return after 1:30 p.m., the employee will receive reimbursement for lunch actually purchased upon presentation of a receipt. Reimbursement shall be for the actual cost of the meal, but in no event shall reimbursement exceed the following: Eight Dollars (\$8.00).
  - 3. If a trip requires an employee to leave before 4:00 p.m. and return after 7:00 p.m., the employee will receive reimbursement for dinner actually purchased upon presentation of a receipt. Reimbursement shall be for the actual cost of the meal, but in no event shall reimbursement exceed the following: Twelve Dollars and Fifty Cents (\$12.50).
  - 4. If a regular driver does not have in excess of one (1) hour between the time he/she completes his/her regular assignment and commences the out-of-town trip, the employee shall be compensated for the appropriate meal time regardless of the time when the out-of-town trip started.
- Q. A minimum of two (2) hours pay shall be paid a driver when an extra driving trip is cancelled without notification.

**ARTICLE IV**  
**(Continued)**

- R. If a loss of pay is incurred due to a change in runs for the convenience of the District, a driver's pay shall be based on his/her scheduled run.
- S. Bus drivers shall receive the following hourly rate for all District required Drivers and First Aid courses, if taken on other than a superintendent's conference day, and all other non-driving activities required by the District exclusive of driver layover time: Ten Dollars (\$10.00). All courses must be approved in advance by the Superintendent or his/her designee.
- T. Regular full-time bus drivers shall be paid at their regular hourly rate of pay when subbing for another driver on a regular run. All subbing will be arranged by the Head Bus Driver/Dispatcher.
- U. Regular full-time bus drivers shall be paid at their regular driving rate when driving an extra trip at the time of their regular run. The extra trip rate will be paid for any time beyond that. In the event that the extra trip selection process does not produce a sufficient number of drivers the District may utilize an inverse seniority list to assign extra trips to regular drivers. All drivers shall be included on the inverse seniority list. In the event that the District must resort to assigning extra trips, the least senior driver shall be assigned the first trip. For each subsequent assignment, the remainder of the drivers are subject to assignment, based on the inverse seniority list.
- V. After five (5) consecutive years of service in the District, all licensed personnel will receive full reimbursement for the cost of the license upon next renewal.
- W. By August 15<sup>th</sup> of each year, the District will provide bus drivers with a listing of bus runs and routes that are open for bid. Bus drivers will indicate preference for runs by August 20<sup>th</sup>. Seniority will be the primary consideration in the assignment of bus runs, but the Superintendent has the final authority in making the determination of bus run assignments. If such authority is exercised, the Superintendent will provide the affected driver with a written explanation.
- X. The District will post late trip runs on an "as needed" basis, to be paid at least one (1) hour minimum. If the actual time driven exceeds one (1) hour, drivers will be paid for the additional time driven.

**ARTICLE V**

**HOLIDAYS AND VACATIONS**

A. Holidays:

All unit employees shall be entitled to the following paid holidays annually:

- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day\*\*
- Washington's and/or Lincoln's Birthday \*
- Good Friday
- Memorial Day

\* Whichever is observed by the District.

\*\* Every reasonable effort will be made to avoid scheduling employees for work or inservice on Martin Luther King Day.

In addition to the above, twelve (12) month employees shall be entitled to the following paid holidays:

- |                  |                        |
|------------------|------------------------|
| Independence Day | Day after Thanksgiving |
| Labor Day        | Day before Christmas   |

If a holiday falls on a Saturday, it will be observed on Friday.

If a holiday falls on a Sunday, it will be observed on Monday.

If a holiday falls on a day when school is in session, employees will be granted another day.

**ARTICLE V**  
**(continued)**

B. Vacations:

1. Only full-time and part-time twelve (12) month and eleven (11) month non-instructional employees are eligible for paid vacation.

<u>Years of Service</u>	<u>Vacation Period</u> <u>Twelve Month</u> <u>Employees</u>	<u>Vacation Period</u> <u>Eleven Month</u> <u>Employees</u>
One (1) year in District	Two (2) weeks	Nine (9) days
Two (2) through six (6) continuous years of service in District	Two (2) weeks plus one (1) day for each year over one (1) up to a maximum of five (5) days	Nine (9) days plus one (1) day for each year over one (1) up to a maximum of five (5) days
Seven (7) through ten (10) continuous years in District	Three (3) weeks	Fourteen (14) days
Over ten (10) continuous years in District	Three (3) weeks plus one (1) day for each year over ten (10) maximum of five (5) additional days	Fourteen (14) days plus one (1) day for each year over ten (10) up to a maximum of five (5) additional days.

3. Full-time and part-time twelve (12) month and eleven (11) month employees who have not completed one (1) full year of employment by June 30th will have their vacation pro-rated as of June 30th.

4. No more than two (2) weeks of vacation may be taken consecutively, unless satisfactory arrangements can be made with the Superintendent.

5. Scheduling of all vacations is subject to the approval of the Superintendent.

6. Vacation time will be computed on an employee's total consecutive years service to the District as a full-time or part-time twelve (12) month or eleven (11) month employee.

7. Vacation days earned are not cumulative and must be taken during the school fiscal year granted: July 1 - June 30.

8. A vacation day for a part-time employee shall constitute the employee's normal workday.

## ARTICLE VI

### PAYROLL DEDUCTIONS

- A. The District agrees to deduct from the pay of all union members the dues and fees certified by the Association upon presentation of dues deduction authorization cards signed by the individual employees. Dues will be collected in twenty (20) equal installments starting with the second payroll in September and will be promptly transmitted by one check to the Association each payroll period.
- B. Agency Fee: Those unit employees who choose not to join the Association shall have agency fee payments deducted from their wages in an amount certified by the Association not to exceed the Association dues and fees. Such monies shall be transmitted to the Association in the same manner as dues.
- C. The District agrees to make payroll deductions available for all unit employees who wish to participate in the NYSUT Benefit Trust.
- D. The District will provide payroll deductions for Unit employees who elect to participate in a disability insurance plan selected by the Association.
- E. All unit employees represented by the Association may participate in the flexible spending plan pursuant to IRS regulation 125, on a voluntary basis under the same terms as other district employees.
- F. The option of the direct deposit of unit members' paychecks in local area banks will be provided by the District.
- G. The District shall provide a payroll deduction for those unit members wishing to participate in VOTE – COPE.

## **ARTICLE VII**

### **RETIREMENT**

- A. All members of the unit shall be provided forms and information on the retirement system by the District. Coverage shall be under the New York State Employees' Retirement System, 1/60th Non-Contributory Plan 75-C for classified Civil Service employees.
- B. Retirement-Sick Leave Conversion:
1. To qualify for sick leave conversion to cash, an employee must have served a minimum of ten (10) continuous years service in the Madison Central School District immediately prior to retirement and be of appropriate retirement age under the retirement system as if he/she had joined the system at the time of hire.
  2. An employee intending to retire and receive the sick leave conversion must give written notice to the Superintendent on or before October 1<sup>st</sup> of the school year prior to the intended retirement date. The intent shall become irrevocable after December 31<sup>st</sup> of the same year. In the event of extenuating circumstances, the board of education may approve a later application upon the Superintendent's recommendation. Notice requirements shall be waived in the event of disability that causes retirement.
  3. An employee having met the conditions in (1) and (2) above shall be paid a lump sum payment of thirty-five dollars (\$35.00) per day for each day of accumulated sick leave. The payment shall be made within sixty (60) days after the effective date of retirement.

## **ARTICLE VIII**

### **HEALTH AND DENTAL INSURANCE**

- A. Effective July 1, 2007, for employees hired before 1/21/99 the Board of Education will contribute ninety-five percent (95%) of individual coverage under the Madison-Oneida-Herkimer Consortium Plan for bargaining unit members who elect to join. The Board of Education will contribute ninety percent (90%) of the family coverage and the employee will pay the remaining balance.

Effective January 1, 2015, for employees hired before 1/21/99 the Board of Education will contribute ninety-five percent (95%) of individual coverage under the Madison-Oneida-Herkimer Consortium Plan for bargaining unit members who elect to join. The Board of Education will contribute eighty-eight percent (88%) of the family coverage and the employee will pay the remaining balance.

Effective July 1, 2015, for employees hired before 1/21/99 the Board of Education will contribute ninety-four percent (94%) of individual coverage under the Madison-Oneida-Herkimer Consortium Plan for bargaining unit members who elect to join. The Board of Education will contribute eighty-six (86%) of the family coverage and the employee will pay the remaining balance.

**ARTICLE VIII**  
**(continued)**

Effective July 1, 2016, for employees hired before 1/21/99 the Board of Education will contribute ninety-four percent (94%) of individual coverage under the Madison-Oneida-Herkimer Consortium Plan for bargaining unit members who elect to join. The Board of Education will contribute eighty-four percent (84%) of the family coverage and the employee will pay the remaining balance.

- B. Effective July 1, 2007, for employees hired after 1/21/99 must work fifteen (15) hours or more on a weekly basis in order to be eligible for employer premium contributions. The Board of Education will contribute ninety percent (90%) of individual coverage under the plan specified above for eligible bargaining unit members who elect to join. The Board of Education will contribute sixty-five percent (65%) of family coverage for employees with less than three (3) years of full employment. After three (3) years of employment the Board of Education will contribute ninety percent (90%) for family coverage and the employee will pay the remaining balance.

Effective January 1, 2015, for employees hired after 1/21/99, after three (3) years of employment the Board will contribute ninety percent (90%) of individual coverage and eighty-eight percent (88%) for family coverage and the employee will pay the remaining balance.

Effective July 1, 2015, for employees hired after 1/21/99, after three (3) years of employment the Board will contribute eighty-nine percent (89%) of individual coverage and eighty-six percent (86%) for family coverage and the employee will pay the remaining balance.

Effective July 1, 2016, for employees hired after 1/21/99, after three (3) years of employment the Board will contribute eighty-nine percent (89%) of individual coverage and eighty-six percent (86%) for family coverage and the employee will pay the remaining balance.

Employees hired on or after March 1, 2006 must work twenty (20) hours or more on a weekly basis in order to be eligible for employer premium contributions.

- C. Effective November 1, 2011 the prescription drug co-pay shall be ten dollars (\$10.00) for TIER 1 generic drugs (unless the cost is actually less), twenty dollars (\$20.00) for TIER 2 preferred brand name drugs, and thirty-five dollars (\$35.00) for TIER 3 non-preferred brand name drugs. Mail order co-pays shall be two (2) times the base co-pays for a ninety (90) day supply (twenty dollars (\$20.00) for TIER 1 generic drugs, forty dollars (\$40.00) for TIER 2 preferred brand name drugs, and seventy dollars (\$70.00) for TIER 3 non-preferred brand name drugs).



**ARTICLE VIII**  
**(continued)**

Effective November 1, 2011, the District will establish a 'Mitigation Pool' of Nine Thousand Dollars (\$9,000.00) (prorated for the first year), funded annually on July 1 of each subsequent year, to offset additional costs above the co-pays in the 2011-2014 Collective Bargaining Agreement, to active members and retirees, as a result of the three tier drug plan. Any unexpended funds will roll back into the pool but at no time will the amount in the pool exceed ten thousand dollars (\$10,000.00). All forms and processes related to reimbursements will be mutually developed and agreed upon by the parties. Refer to "Prescription Reimbursement Voucher" in Appendix A for procedures and deadlines.

A joint committee of equal numbers of the Association and the District will review submitted expenditures and requested reimbursements. All reimbursable expenditures will be reimbursed if receipts submitted total less than Nine Thousand Dollars (\$9,000.00) (or Ten Thousand Dollars (\$10,000.00) should the fund reach that amount). Should submitted receipts total more than Nine Thousand Dollars (\$9,000.00 (or Ten Thousand Dollars (\$10,000.00) should the fund reach that amount), reimbursements shall be based on an agreed upon percentage of receipts that will exhaust the fund. Reimbursement payments will be made within thirty (30) days of the deadline to submit receipts.

- C. The selection of any new plan shall be at the joint selection of the Board and the Madison Non-Instructional Employees' Association. Any changes to the Plan must be by mutual agreement of the parties.
  
- D. All unit employees except those hired on or after September 1, 1992 who work less than fifteen (15) hours weekly, are eligible for the following employer contribution towards the cost of participating in a group dental plan selected by the Association and the District in cooperation with the Madison Teachers' Association: a maximum of One Hundred and Sixty Dollars (\$160.00) for individual coverage and an additional Sixty Dollars (\$60.00) for family coverage. Any other costs will be borne by the employee. Unit members who retire and have met the qualifying years referenced in Paragraph E. shall be entitled to continued dental coverage in retirement with the same contribution amount from the district provided to them in retirement as they had available at the time of retirement.
  
- E. Unit members who retire and who were members of the Health Plan for at least twelve (12) continuous years of employment with the district shall have their health coverage continued into retirement.\* The district shall contribute the same percentage amounts of the retiree's premium payments as immediately prior to retirement. The District agrees to continue the current practice of reimbursement of Medicare premiums to eligible employees/retirees hired prior to October 1, 2011. Employees who have qualified for Social Security disability payments are considered to be retired for health insurance purposes regardless of age provided that they have had at least ten (10) years of district service and present proof of their Social Security status.

\* Retirement

The employee must be eligible to receive a retirement allowance from a retirement system administered by the State of New York or, if not eligible to receive such allowance, is at least fifty-five (55) years of age.

**ARTICLE VIII**  
**(Continued)**

- F. 1. A health insurance “opt-out” payment will be available to employees who are otherwise eligible for participation in the health plan with contributions by the employer. Any individual electing to “opt-out” must provide proof of alternative insurance coverage through another source.
2. Eligible employees must elect the “opt-out” no later than January 15 preceding the fiscal year in which the “opt-out” will be effective (unless a qualifying event, as defined by the IRS Section 125 plan, occurs which will allow the employee to “opt-out” at any time during the plan year). Such election must be made in writing on a form provided by the Madison Central School District and accompanied by proof of alternative health coverage.
3. New employees who become employed after the election dates specified above may elect the option at any time up to the time of the next election window and received a prorated “opt-out” amount based upon the length of time employed in the fiscal year of the “opt-out.”
4. In the event that an employee loses his/her alternative health insurance coverage due to a qualifying event (as defined by the IRS Section 125 Plan) she/he shall be able to re-enter the health plan in accordance with the rules and regulations of the plan. Any employee who re-enters the plan shall only be entitled to the pro-rata amount of the “opt-out” amount.
5. The “opt-out” amounts shall be as follows:
- Waiver of individual health coverage: \$900.00
  - Waiver of individual and dependent health coverage: \$3,000.00

If seven (7) or more eligible members elect to “opt-out” in a given year the rate of payment for that year shall be one thousand dollars (\$1,000.00) for an individual policy and three thousand five hundred dollars (\$3,500.00)

If ten (10) or more eligible members elect to “opt-out” in a given year the rate of payment for that year shall be one thousand dollars (\$1,000.00) for an individual policy and four thousand dollars (\$4,000.00) for a family policy.

To qualify for the family “opt-out” benefit, the requesting employee must show proof of personal family health insurance coverage through an alternate health insurance plan.

**ARTICLE VIII**  
**(continued)**

“Opt-out” payments shall be paid by separate check (minus any pro-ration) at the conclusion of the school year. A member showing proof of alternate health insurance coverage shall receive the appropriate individual and / or family “opt-out” payment amounts.

- G. Effective March 1, 2006, bargaining unit members shall have the option to participate in the District’s Vision Plan. Those who choose to participate shall be responsible for one hundred percent (100%) of the additional cost associated with this plan.

**ARTICLE IX**

**EMERGENCY LEAVE AND BEREAVEMENT LEAVE**

- A. Leaves of absence with pay, not to exceed eight (8) days per year, may be used for emergency catastrophes. These days shall be deducted from accrued sick leave.

Examples:

1. Immediate family sickness
  2. Fire
  3. Accident
  4. Flood
  5. Major catastrophe
  6. Impassable roads
  7. Business related problems of sudden occurrence.
- B. Up to three (3) days leave with pay per year may be used when there is a death in the immediate family; these days will not be deducted from sick leave. These days will be non- cumulative.

Proof may be required to substantiate the leave in A. and B. For purposes of this provision, immediate family shall include: spouse, grandparents, parents, children, brothers, sisters, and spouse's parents and grandparents, brothers and sisters, as well as anyone residing in the personal home of the employee.

## **ARTICLE X**

### **PERSONAL LEAVE AND SICK LEAVE**

#### **A. Personal Leave:**

Three (3) days of paid personal leave shall be available to all full-time unit employees each year, to be used as needed in accordance with the following standards:

1. Such leave shall be for personal matters which cannot be scheduled outside of regular school hours. Leave days shall not be used for an individual's holidays, vacations, or second employment purposes.
2. The administration may request a reason for the leave day(s), but the reason given may be general in nature. Examples of legitimate personal leave usage are:
  - a. Weddings.
  - b. Children's Graduation or Award Ceremonies
  - c. Family Problems
  - d. Legal Transactions
  - e. College Visitations
  - f. Death of a Close Friend or Relative other than those in the Immediate Family.
3. Notification for personal leave is to be made to the immediate supervisor at least two (2) days prior to such leave.
4. Personal leave may not be taken the two (2) days immediately prior to a vacation, or the day after a vacation, without prior validated reason.
5. Unused personal leave days shall be converted and accumulated as sick leave.

Custodial staff required to work snow days will be provided an additional personal leave day for every two (2) snow days worked up to a maximum of two (2) personal leave days per school year.

#### **B. Sick Leave**

1. Employees shall be granted twelve (12) sick leave days per year, cumulative to two hundred eighty-four (284) days.
2. All employees will be credited with two (2) of the twelve (12) days in September and the remaining ten (10) will be earned on the basis of one (1) each month.
3. At or prior to the beginning of the school year, but in any event no later than September 30th, the Board will notify each employee, in writing, as to the amount of his/her accumulated unused sick leave.

**ARTICLE X**  
**(continued)**

4. The Board may require a medical certificate for any absence exceeding one (1) day.
5. Sick leave may be used in full days or one-half days.
6. Sick Leave, Personal Leave and Emergency Leave and Bereavement Leave for other than full-time non-instructional employees will be pro-rated.

**ARTICLE XI**

**ASSOCIATION RIGHTS**

- A. The Association President or his/her designee shall be granted a total of three (3) days per year, noncumulative, without loss of pay or benefits to attend conferences and/or conventions for Association business.
- B. At least five (5) school days written notice with reasons to the Superintendent must be given prior to the requested date of absence(s).
- C. The Association shall be allowed after school use of the school copiers and computers for official Association business only, with the Association providing its own supplies.
- D. The Association shall have use of Bargaining Unit member mail boxes for official Association business only.
- E. The Association shall also be allowed to use the employee bulletin boards for official Association notices.
- F. The Association shall have the right to use the school building without cost at reasonable times for official meetings, provided that the Association does not interfere with pre-scheduled activities. The Superintendent shall receive a formal request on the proper "Request for Use" form for any meetings to be held later than the end of the school day.

## **ARTICLE XII**

### **UNPAID LEAVE**

- A. Employees may request an unpaid leave of absence for child care. Such requests shall be made in writing to the Superintendent at least thirty (30) days prior to the commencement of such leave.
- B. The leave may be granted for up to one (1) year without pay upon the recommendation of the Superintendent and approval of the Board of Education.
- C. Other leaves of absence may be requested and granted at the discretion of the District.
- D. Board approval on all leaves shall state in writing all terms and conditions of the leave, including the employee's status upon return in relation to position, fringe benefits, salary, etc., in accordance with this Agreement.
- E. Employees wishing to keep their health and dental insurance coverages in force while on unpaid leave may do so by remitting the full monthly premiums to the District during such leave. However, those who qualify for unpaid leave in accordance with the Family and Medical Leave Act shall have those fringe benefits required by the Act continued during the unpaid leave for up to twelve (12) weeks as if they were actively employed.

## **ARTICLE XIII**

### **PERSONNEL FILES**

- A. The Superintendent shall not deny a reasonable request from an employee to inspect his/her Personnel File. Such inspection shall be done in the presence of the Superintendent or his/her designee. All pre-employment information may not be inspected by the employee. Cost of any copies made shall be at the expense of the employee.
- B. An employee has a right to make a written statement of explanation concerning any data contained in his/her Personnel File. An employee may not make a written statement about pre-employment data.
- C. No post-employment materials regarding an employee's performance shall be added to the file without notice and copy to the employee.

## **ARTICLE XIV**

### **LAYOFF AND RECALL**

- A. The layoff and recall of noncompetitive and labor class positions shall follow the procedures below:
1. Seniority:  
  
For the purpose of this Article, seniority shall be defined as the length of an employee's continuous service with the District since the last date of appointment.  
  
In the event that two (2) or more employees have been hired on the same day, seniority standing shall be assigned in alphabetical order.
  2. Layoff and Recall:  
  
The employer shall give thirty (30) days written notice to the employee in the event of a layoff. Layoff of employees shall be in order of seniority within job classification, with the least senior employee being laid off first.
  3. An employee laid off shall be placed on a preferred list for a period not to exceed three (3) years and recalled according to seniority within the bargaining unit.
  - 3 Full time competitive Civil Service positions are governed by law for the purposes of lay-off and recall.

## **ARTICLE XV**

### **SICK LEAVE BANK**

- A. A sick leave bank shall be established in accordance with the guidelines set forth herein.
- B. Each member of the unit may participate by contributing one (1) sick leave day from his/her own accumulation. Each year the Sick Leave Bank Committee will solicit new members in September and October.
- C. Replenishing of the bank will occur not more than twice each year when the total days within the bank are reduced to an amount less than one-half (1/2) of the number of members in the plan. Such replenishment will be by equal contributions by the District and participating employees.
- D. Individual employees may voluntarily contribute other days to the bank.

**ARTICLE XV**  
**(continued)**

- E. To draw from the sick leave bank, the employee must:
  - 1. Have exhausted his/her sick leave accumulation.
  - 2. Submit a written request for sick bank days.
  - 3. Be ill or otherwise disabled for a period of one (1) week or more.
- F. A medical doctor's certificate may be required at the time of initial application for days and at reasonable intervals thereafter. The doctor's certificate must verify that the illness will be extended beyond seven (7) days.
- G. The request for days shall be made in blocks of not greater than thirty (30) days. Successive requests will be granted, provided there are sufficient days available and the eligibility criteria continue.
- H. In cases where the employee is collecting Social Security, Worker's Compensation or other benefits, the District will pay only the difference between the insurance amount and the employee's regular rate of pay. In such cases, the District will only deduct from the bank the pro-rated days equaling the partial wage remitted.
- I. Upon termination of employment and/or membership within the bank, an employee shall not be permitted to withdraw his/her contributed hours.
- J. The Sick Leave Bank Committee shall be comprised of three (3) representatives, two (2) appointed by the Association President and one (1) appointed by the Superintendent. Decisions of this committee are not subject to the grievance procedure.
- K. The committee shall annually report to unit members the number of days available at the beginning of each school year and the number of days utilized during the preceding year. The committee shall also solicit replenished days from unit employees when the days in the bank drop to the appropriate level.
- L. Days in the bank shall be recorded in hours, inasmuch as employee days are not equal in length. Distribution shall also be made on the basis of hours, with a day equal to the employee's workday at the time of the contribution or withdrawal.



**ARTICLE XVI**

**SALARY ADMINISTRATION**

- A. The District may hire new employees at a step that corresponds to their job-related experience.
- B. An employee's salary may be frozen on-step for one year due to below average achievement and/or attendance, as determined by the Superintendent. Evaluation at the end of the year in which the employee has been held on the same contract salary will determine advancement or increase in contract salary. Any such action shall be substantiated with evidence and the employee may appeal this decision to the grievance procedure.
- C. The following shift differentials shall be paid an employee so assigned for actual hours worked:

1st Night Shift:	One Dollar (\$1.00)
2nd Night Shift:	One Dollar and Thirty Cents (\$1.30)

- D. Extra driving for school sponsored activities shall be paid at the rate of Fourteen Dollars and Twenty-Five Cents (\$14.25) per hour (\$28.50 Minimum).
- E. Longevity stipends, based upon the number of years of actual service in the Madison Central School District, shall be added to the employee's salary as follows:

After ten (10) full Years of Service:	\$250.00
After fifteen (15) full Years of Service:	\$475.00
After twenty (20) full Years of Service:	\$700.00
After twenty-five (25) full Years of Service:	\$925.00

The above longevity amounts shall not be cumulative. If an employee serves in more than one (1) position, she/he shall not be eligible for more than one (1) longevity.

Longevity payments set forth in Article XVII of this agreement shall be applied as follows:

- 1. The employee must have completed the applicable years of actual service listed to receive the longevity payment.
- 2. A "year" equals the individual employee's work year, i.e., ten (10) months or twelve (12) months.
- 3. Longevity payments will commence effective July 1 or January 1 following the employee's completion of the applicable number of years. In the case of ten (10) month employees, payment for longevities effective July 1 will actually commence with the first check in September.

**ARTICLE XVI**  
**(continued)**

4. Only time of actual service will be computed for purposes of longevity payments. The employee will accumulate one month of service toward his/her "year" for each month in which the individual is on the payroll for more than ten (10) days in that month. Should the individual have an unpaid absence or be off the payroll for any other reason so that he/she is on the payroll for less than ten (10) days in a given month, the individual would get no longevity service credit for that month.
- F. Attendance at Superintendents' conference days: The District shall annually determine how many Superintendents' conference days that unit members shall be required to attend. Unit members shall be paid only for those days of attendance. The parties agree that the mandated refresher training for drivers (normally offered during an evening in August and/or January) may constitute some or all of the Superintendents' conference days that members are scheduled to attend. Members will be provided with a written agenda for Superintendent Conference days three (3) days in advance.

## ARTICLE XVII

### SALARIES

Non-Instructional Salary Schedule 2014-2015		2.50%					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
Bus Driver	\$ 14.83	\$ 14.99	\$ 15.16	\$ 15.32	\$ 15.49	\$ 15.65	
Cleaner	\$ 11.00	\$ 11.15	\$ 11.31	\$ 11.46	\$ 11.62	\$ 11.77	
Food Service Helper	\$ 11.00	\$ 11.15	\$ 11.31	\$ 11.46	\$ 11.62	\$ 11.77	
Teacher Aide/Monitor	\$ 11.00	\$ 11.15	\$ 11.31	\$ 11.46	\$ 11.62	\$ 11.77	
Office Assistant I/ Teacher Aide	\$ 11.00	\$ 11.15	\$ 11.31	\$ 11.46	\$ 11.62	\$ 11.77	
Typist	\$ 11.51	\$ 11.62	\$ 11.73	\$ 11.84	\$ 11.95	\$ 12.06	
Cook-Manager	\$ 29,326	\$ 29,870	\$ 30,413	\$ 30,956	\$ 31,500	\$ 32,043	
School Nurse (RN)	\$ 28,063	\$ 28,366	\$ 28,668	\$ 28,971	\$ 29,273	\$ 29,576	
Head Cleaner	\$ 24,155	\$ 24,418	\$ 24,681	\$ 24,944	\$ 25,206	\$ 25,469	
Office Assistant II	\$ 13.48	\$ 13.62	\$ 13.76	\$ 13.90	\$ 14.05	\$ 14.19	
Building Maintenance Mechanic	\$ 28,657	\$ 29,202	\$ 29,746	\$ 30,291	\$ 30,835	\$ 31,380	
All other off step to receive 2.5% over the 2013-2014 base rate.							
Non-Instructional Salary Schedule 2015-2016		2.50%					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
Bus Driver	\$ 15.03	\$ 15.20	\$ 15.37	\$ 15.54	\$ 15.71	\$ 15.88	
Cleaner	\$ 11.12	\$ 11.28	\$ 11.43	\$ 11.59	\$ 11.75	\$ 11.91	
Food Service Helper	\$ 11.12	\$ 11.28	\$ 11.43	\$ 11.59	\$ 11.75	\$ 11.91	
Teacher Aide/Monitor	\$ 11.12	\$ 11.28	\$ 11.43	\$ 11.59	\$ 11.75	\$ 11.91	
Office Assistant I/ Teacher Aide	\$ 11.12	\$ 11.28	\$ 11.43	\$ 11.59	\$ 11.75	\$ 11.91	
Typist	\$ 11.68	\$ 11.79	\$ 11.91	\$ 12.02	\$ 12.13	\$ 12.25	
Cook-Manager	\$ 29,502	\$ 30,059	\$ 30,616	\$ 31,173	\$ 31,730	\$ 32,287	
School Nurse (RN)	\$ 28,455	\$ 28,765	\$ 29,075	\$ 29,385	\$ 29,695	\$ 30,005	
Head Cleaner	\$ 24,489	\$ 24,759	\$ 25,028	\$ 25,298	\$ 25,567	\$ 25,837	
Office Assistant II	\$ 13.67	\$ 13.81	\$ 13.96	\$ 14.11	\$ 14.25	\$ 14.40	
Building Maintenance Mechanic	\$ 28,816	\$ 29,374	\$ 29,932	\$ 30,490	\$ 31,048	\$ 31,606	
All other off step to receive 2.5% over the 2014-2015 base rate.							
Non-Instructional Salary Schedule 2016-2017		2.50%					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
Bus Driver	\$ 15.23	\$ 15.41	\$ 15.58	\$ 15.75	\$ 15.93	\$ 16.10	
Cleaner	\$ 11.23	\$ 11.40	\$ 11.56	\$ 11.72	\$ 11.88	\$ 12.04	
Food Service Helper	\$ 11.23	\$ 11.40	\$ 11.56	\$ 11.72	\$ 11.88	\$ 12.04	
Teacher Aide/Monitor	\$ 11.23	\$ 11.40	\$ 11.56	\$ 11.72	\$ 11.88	\$ 12.04	
Office Assistant I/ Teacher Aide	\$ 11.23	\$ 11.40	\$ 11.56	\$ 11.72	\$ 11.88	\$ 12.04	
Typist	\$ 11.86	\$ 11.97	\$ 12.09	\$ 12.20	\$ 12.32	\$ 12.44	
Cook-Manager	\$ 29,669	\$ 30,240	\$ 30,811	\$ 31,382	\$ 31,953	\$ 32,524	
School Nurse (RN)	\$ 28,848	\$ 29,166	\$ 29,484	\$ 29,802	\$ 30,120	\$ 30,437	
Head Cleaner	\$ 24,825	\$ 25,101	\$ 25,378	\$ 25,654	\$ 25,930	\$ 26,206	
Office Assistant II	\$ 13.86	\$ 14.01	\$ 14.16	\$ 14.31	\$ 14.46	\$ 14.61	
Building Maintenance Mechanic	\$ 28,964	\$ 29,536	\$ 30,108	\$ 30,680	\$ 31,252	\$ 31,824	
All other off step to receive 2.5% over the 2015-2016 base rate.							

**ARTICLE XVIII**

**DURATION**

All contract items to be in effect from July 1, 2014 to June 30, 2017, unless otherwise indicated.

\_\_\_\_\_  
Samantha Dapson  
President of Non-Instructional Employees'  
Association of the Madison Central School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Perry Dewey  
Superintendent of Madison Central School District

\_\_\_\_\_  
Date

**GRIEVANCE FORM**

DATE: \_\_\_\_\_

EMPLOYEE'S NAME: \_\_\_\_\_

BUILDING: \_\_\_\_\_ TITLE: \_\_\_\_\_

NATURE OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SETTLEMENT DESIRED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_  
Employee

SIGNED: \_\_\_\_\_  
For the Association

ADMINISTRATIVE REPLY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Supervisor/Superintendent

Fill out in triplicate and distribute to:

1. Supervisor
2. Association President
3. Employee

## Appendix A

### **PRESCRIPTION REIMBURSEMENT** **INSTRUCTIONS**

The Madison Central School District has established a \$9,000 mitigation pool to offset out-of-pocket Tier III and additional mail order co-pay prescription drug costs beyond a single co-pay for active and retired non-instructional unit members. To be considered for reimbursement, pharmacy receipts must be submitted to the Madison School Business Office by the close of business on June 15 each year.

All reimbursable expenses will be paid in full if the total submitted is less than \$9,000. Should submitted receipts total more than \$9,000; an equal percentage of all submitted reimbursable expenses will be reimbursed (exhausting the mitigation pool for that year). Reimbursement payments will be made within thirty (30) days of the deadline to submit receipts.

#### **For reimbursement:**

**Complete the information required on the front of this form**

**Attach pharmacy Receipts (not cash register receipts)**

- **Pharmacy Receipts must contain the following information:**
  - Date prescription was filled
  - Pharmacy where the prescription was filled (including mail order)
  - Amount paid (co-pay)
  - Reimbursable Amount
    - \$15 for Tier III Retail (\$35 Co-Pay)
    - \$10 for Tier I (Generic) Mail Order (\$20 Co-Pay)
    - \$20 for Tier II Mail Order (\$40 Co-Pay)
    - \$50 for Tier III Mail Order (\$70 Co-Pay)

**Submit to Madison Central School Business Office, 7303 State Route 20, Madison, NY 13402 between June 1 and the close of business on June 15.**

**Please be sure to black out any reference to the actual medication you purchased.**

**Costs incurred after June 15 will be eligible for reimbursement in the subsequent year.**

