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#### Contract Database Metadata Elements

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AGREEMENT

between

THE SUPERINTENDENT

of

MADISON CENTRAL SCHOOL

and

THE NON-INSTRUCTIONAL EMPLOYEES' ASSOCIATION

of

MADISON CENTRAL SCHOOL

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

24



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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.



ARTICLE II  
(Continued)

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 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.

ARTICLE II  
(Continued)

E. Procedures (continued)

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.

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.

**ARTICLE II  
(Continued)**

**F. Provisions: (continued)**

- 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.
- D. The hearing officer for Section 75 cases shall be selected by the parties through the American Arbitration Association, with costs shared equally.

## 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. 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.
- F. Teacher Aides, School Monitors, bus drivers and cafeteria employees are not required to report for duty when school is closed due to bad road conditions. Clerical and 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).

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.

- G. 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.

ARTICLE IV  
(Continued)

- H. 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.
- I. Bus drivers 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.
- J. 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.
- K. 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: \$5.62.
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: \$7.78.
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: \$12.11.
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.

ARTICLE IV  
(Continued)

- L. A minimum of two (2) hours pay shall be paid a driver when an extra driving trip is cancelled without notification.
- M. 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.
- N. All full-time 10 and 12 month non-instructional employees shall receive a five percent (5%) increase in salary during their last year of employment after 15 years of continuous service in the District or receive a seven percent (7%) increase in salary during their last year of employment after 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.
- O. Bus drivers shall receive the following hourly rate for all District required Drivers and First Aid courses and all other non-driving activities required by the District exclusive of driver layover time: \$8.71. All courses must be approved in advance by the Superintendent or his/her designee. If lunch is not provided without cost to the driver and the driver actually purchases lunch, the driver will receive reimbursement for the actual cost of the lunch, but in no event shall reimbursement exceed: \$7.78.
- P. 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.
- Q. 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.
- R. 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.

ARTICLE IV  
(Continued)

- S. 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.
  
- T. 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.
  
- U.
  - 1. Cafeteria employees shall receive an allowance of forty dollars (\$40.00) toward the purchase of work shoes or the actual cost of work shoes, whichever is less, once per year in any year in which work shoes are actually purchased, upon presentation of proof of purchase. Effective 3/1/06: Cafeteria, cleaning and custodial staff will be eligible for a work shoe allowance of up to one hundred dollars (\$100.00), once per year in any year in which work shoes are actually purchased. 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.
  
- 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 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. 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 regular late trip runs as a regular contract run of 1.5 hours, two nights per week. If the actual time driven exceeds 1.5 hours, 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>Twelve Month Employees</u>	<u>Vacation Period</u>	<u>Eleven Month Employees</u>
One year in District	Two weeks		Nine days
Two through six continuous years of service in district	Two weeks plus one day for each year over one up to a maximum of five days.		Nine days plus one day for each year over one up to a maximum of five days
Seven through ten continuous years in District	Three weeks		Fourteen days
Over ten continuous years in District	Three weeks plus one day for each year over ten up to a maximum of five additional days.		Fourteen days plus one day for each year over ten up to a maximum of five 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.

## 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 and the New York State Teachers' Retirement System for teaching assistants.
- 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 a minimum of six (6) months written notice to the Superintendent prior to the intended retirement date.  
  
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 dollars (\$30.00) per day for each day of accumulated sick leave effective July 1, 2002. The payment shall be made within sixty (60) days after the effective date of retirement.

**ARTICLE VIII**  
**HEALTH AND DENTAL INSURANCE**

- A. For employees hired before 1/21/99 the Board of Education will contribute 100% of individual coverage under the Madison-Oneida-Herkimer Consortium Plan for bargaining unit members who elect to join. The Board of Education will contribute 65% of the 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 95% for family coverage and the employee will pay the remaining 5%.

Effective March 1, 2006, the Board of Education will contribute 98% for individual coverage under the Madison-Oneida-Herkimer Consortium Plan for bargaining unit members who elect to join. This amount shall be 96% as of July 1, 2006 and 95% on July 1, 2007. The Board of Education will contribute the 65% towards family coverage for employees with less than three (3) years of full employment. Effective March 1, 2006, after three (3) years of employment, the Board will contribute 93% for family coverage. This contribution shall be 91% as of July 1, 2006 and 90% on July 1, 2007. The employee will pay the remaining balance.

Employees hired on or 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 95% of individual coverage under the plan specified above for eligible bargaining unit members who elect to join. The Board of Education will contribute 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 95% for family coverage and the employee will pay the remaining 5%. 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.

Effective March 1, 2006, the Board of Education will contribute 93% for individual coverage under the plan specified above for eligible bargaining unit members who elect to join. This amount shall be 91% as of July 1, 2006 and 90% as of July 1, 2007. The Board of Education will contribute 65% of the family coverage for employees with less than three (3) years of full employment. Effective March 1, 2006, after three (3) years of employment, the Board will contribute 93% for family coverage. This contribution shall be 91% as of July 1, 2006 and 90% on July 1, 2007. The employee will pay the remaining balance.

- B. 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.

ARTICLE VIII  
(continued)

- C. 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 \$160.00 for individual coverage and an additional \$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 D. 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.
- D. Unit members who retire and who were members of the Health Plan for at least ten (10) full 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, and agrees to continue the current practice of reimbursement of Medicare premiums to eligible employees/retirees.

\* 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. 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.

- E. 1. Effective the fiscal year commencing July 1, 2002, 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.

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

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: \$750.00
    - Waiver of individual and dependent health coverage: \$1,500.00
  6. “Opt-out” amounts shall be paid by separate check (minus any pro-ration) at the conclusion of the school year.
- F. 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 100% of the additional cost associated with this plan.
- G. The District and the Association, in cooperation with the Madison Teachers’ Association, agree to form a joint committee to investigate dental and vision benefits and to recommend improvements to the parties by May 1, 2007.

## ARTICLE IX

### EMERGENCY LEAVE

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:

- A. Death in immediate family (see definition)
- B. Immediate family sickness
- C. Fire
- D. Accident
- E. Flood
- F. Major catastrophe
- G. Impassable roads
- H. Business related problems of sudden occurrence.

Proof may be required to substantiate the leave.

(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.

ARTICLE X  
(Continued)

B. Sick Leave

1. Employees shall be granted twelve (12) sick leave days per year, cumulative to two hundred thirty-seven (237) days in 2005-06, two hundred forty-nine (249) days in 2006-07 and two hundred seventy-two (272) days in 2007-08.
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.
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 half days.
6. Sick Leave, Personal Leave and Emergency 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 typewriters, 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 a two (2) week's 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.
- B. 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.
- 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 continues.
- 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.

ARTICLE XV  
(Continued)

- 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	\$ .90
2nd Night Shift	\$1.17

- D. Extra driving for school sponsored activities shall be paid at the following rate:

2005-2006	\$11.81 per hour (\$23.63 Minimum)
2006-2007	\$12.32 per hour (\$24.63 Minimum)
2007-2008	\$12.84 per hour (\$25.68 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 10 full Years of Service	\$222
After 15 full Years of Service	\$444
After 20 full Years of Service	\$666
After 25 full Years of Service	\$888

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

ARTICLE XVI  
(Continued)

E. (continued)

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., 10 months or 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 10 month employees, payment for longevities effective July 1 will actually commence with the first check in September.
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.

ARTICLE XVII

SALARIES

Non-Instructional Salary Schedule  
2005-2006

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Bus Driver	\$12.00	\$12.12	\$12.24	\$12.36	\$12.48	\$12.64
Cleaner	\$9.10	\$9.20	\$9.30	\$9.39	\$9.47	\$9.59
Food Service Helper	\$9.10	\$9.20	\$9.30	\$9.39	\$9.47	\$9.59
Teacher Aide/Monitor	\$9.10	\$9.20	\$9.30	\$9.39	\$9.47	\$9.59
Office Assistant I/ Teacher Aide	\$9.10	\$9.20	\$9.30	\$9.39	\$9.47	\$9.59
Typist	\$9.20	\$9.28	\$9.36	\$9.45	\$9.55	\$9.68
Cook-Manager	\$25,200	\$25,600	\$26,000	\$26,400	\$26,800	\$27,200
School Nurse (RN)	\$22,673	\$22,896	\$23,119	\$23,344	\$23,901	\$24,459
Head Cleaner	\$19,531	\$19,725	\$19,919	\$20,114	\$20,310	\$20,717
Office Assistant II	\$10.90	\$11.01	\$11.12	\$11.22	\$11.34	\$11.44
Building Maintenance Mechanic	\$24,712	\$25,112	\$25,512	\$25,912	\$26,312	\$26,712

All other off step to receive 4.00% over 2004-2005 base rate.

Non-Instructional Salary Schedule  
2006-2007

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Bus Driver	\$12.39	\$12.51	\$12.63	\$12.76	\$12.88	\$13.01
Cleaner	\$9.38	\$9.49	\$9.60	\$9.69	\$9.79	\$9.88
Food Service Helper	\$9.38	\$9.49	\$9.60	\$9.69	\$9.79	\$9.88
Teacher Aide/Monitor	\$9.38	\$9.49	\$9.60	\$9.69	\$9.79	\$9.88
Office Assistant I/ Teacher Aide	\$9.38	\$9.49	\$9.59	\$9.70	\$9.79	\$9.87
Typist	\$9.51	\$9.59	\$9.67	\$9.76	\$9.86	\$9.95
Cook-Manager	\$25,854	\$26,271	\$26,688	\$27,105	\$27,522	\$27,939
School Nurse (RN)	\$23,405	\$23,637	\$23,869	\$24,102	\$24,336	\$24,917
Head Cleaner	\$20,159	\$20,361	\$20,563	\$20,766	\$20,968	\$21,173
Office Assistant II	\$11.24	\$11.36	\$11.48	\$11.59	\$11.70	\$11.82
Building Maintenance Mechanic	\$25,345	\$25,762	\$26,179	\$26,596	\$27,013	\$27,430

All other off step to receive 4.25% over 2005-2006 base rate.

Non-Instructional Salary Schedule  
2007-2008

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Bus Driver	\$12.79	\$12.92	\$13.04	\$13.17	\$13.30	\$13.43
Cleaner	\$9.66	\$9.78	\$9.89	\$10.00	\$10.10	\$10.21
Food Service Helper	\$9.66	\$9.78	\$9.89	\$10.00	\$10.10	\$10.21
Teacher Aide/Monitor	\$9.66	\$9.78	\$9.89	\$10.00	\$10.10	\$10.21
Office Assistant I/ Teacher Aide	\$9.66	\$9.78	\$9.89	\$10.00	\$10.11	\$10.21
Typist	\$9.83	\$9.92	\$10.00	\$10.08	\$10.17	\$10.27
Cook-Manager	\$26,518	\$26,953	\$27,388	\$27,822	\$28,257	\$28,692
School Nurse (RN)	\$24,157	\$24,399	\$24,641	\$24,883	\$25,126	\$25,370
Head Cleaner	\$20,806	\$21,016	\$21,226	\$21,437	\$21,648	\$21,860
Office Assistant II	\$11.60	\$11.72	\$11.85	\$11.97	\$12.08	\$12.20
Building Maintenance Mechanic	\$25,987	\$26,422	\$26,857	\$27,292	\$27,727	\$28,161

All other off step to receive 4.25 % over 2006-2007 base rate.

ARTICLE XVIII

DURATION

All contract items to be in effect from July 1, 2005 to June 30, 2008, unless otherwise indicated.

Christy PA  
President of Non-Instructional Employees'  
Association of the Madison Central School District

9-6-06  
Date

Cynthia B. DeDominick  
Superintendent of Madison Central School District

9-6-06  
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