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GEN / 8399

**AGREEMENT**

**Between the**

**SUPERINTENDENT OF THE KENDALL CENTRAL SCHOOL DISTRICT**

**and the**

**KENDALL EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

**for**

**JULY 1, 2007 THROUGH JUNE 30, 2010**

**RECEIVED**

DEC 05 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## AGREEMENT

This agreement made and entered into this \_\_\_\_ day of January 2007, by and between the Superintendent of the Kendall Central School District, hereafter referred to as the “District”, and the Kendall Educational Support Personnel Association, hereafter referred to as the “Association”. This agreement shall be in effect from July 1, 2007 through June 30, 2010 or until a successor agreement is negotiated.

### RECOGNITION

Pursuant to the Public Employees Fair Employment Law of 1967, the District recognizes the Kendall Educational Support Personnel Association as the exclusive representative of the Teacher Aides, Library Aides and Secretaries for the purpose of collective bargaining in respect to terms and conditions of employment. Nothing in this recognition clause shall prevent the parties from adding titles by agreement or through an appropriate petition with PERB.

#### I. Status of Unit Members

Unit members shall be classified into one of these categories:

- A. 12-MONTH EMPLOYEES are persons who work at least 30 hours per week for 12 months,
- B. 10-11 MONTH EMPLOYEES are persons who work at least 30 hours per week for 10 or 11 months, or
- C. PART-TIME EMPLOYEES are persons who work less than 10 months or less than 30 hours per week.

#### II. Job Openings – Posting of Vacancies

- A. The District shall conspicuously post a notice of all vacancies, which occur for positions covered by this bargaining unit.
- B. Any unit member who meets the qualifications for an open position may apply for that vacancy.
- C. The District shall seriously consider the applications from unit members for such vacancies.

**III. Reduction in Force**

- A. For the purposes of actual layoff and recall decisions by the District, seniority shall be defined as the length of continuous service in the same job classification within the District.
- B. The District shall establish a separate seniority list for each of the job classifications of secretaries, teacher aides and library aides.
- C. If there is to be a reduction in the number of Support Staff employed by the District, the following procedures and requirements will apply:  
 The Support Staff Association will be notified prior to any action by the District that layoffs are being considered and the number of Support Staff to be laid off. Whenever possible, notices concerning end-of-year layoffs will be given by May 30.
- D. The reduction in force will be accomplished through attrition to the extent possible.
- E. In the event that it is impossible to effect any or all of the reduction in force by attrition, then the Support Staff having the least seniority in that job classification will be laid off.
- F. The District will make every effort to place the laid off Support Staff in another position within the District.
- G. Any Support Staff so laid off shall be given preference for substituting for the next school year.

**IV. Salary**

- A. Based on experience granted by the District, employees new to the District or changing job classifications shall start at a salary determined at the discretion of the District providing that this salary does not exceed the salary of current unit members with the same number years of experience. For employees new to the District or changing job classifications who are not granted any previous years experience, the starting salaries shall be as follows:

	<u>TEACHER/LIBRARY AIDES</u>	<u>SECRETARIES</u>
Starting Salaries:	\$9.00	\$11.50

- B. Unit members shall receive an increase in their wages of 4.5% for each of the 2007-2008, 2008-2009 and 2009-2010 school years.

- C. Unit members shall receive one-time, non accumulative, lump-sum payments of Service Awards for completing consecutive years of service as follows:
  - 1 - \$150 for ten (10) consecutive years,
  - 2 - \$300 for fifteen (15) consecutive years, and
  - 3 - \$450 for twenty (20) consecutive years.These are not retroactive.

V. Aides as Substitutes

Unit members who are assigned to substitute for a Faculty position shall receive an additional \$25 per full day.

VI. Retirement

- A. Plans 75i and 41j of the New York State Employees' Retirement System shall be made available to unit members.
- B. Unit members who leave employment when eligible under the New York State Employees Retirement System and who have at least seven (7) consecutive years or fifteen total years of service in the District shall be eligible to receive a one time lump sum payment of twenty dollars (\$20) for each day of unused accumulated sick leave.
- C. Unit members with ten (10) or more years of service in the district and who do not elect the one time lump sum payment of \$20 for each day of unused sick leave and who retire into the NYS Employee Retirement System or the Social Security System shall convert each thirty unused sick days to one year of single health coverage under the Genesee Are Health Plan or an equivalent plan selected by the District. (30 days = 1 year, 45 days = 1.5 years, 100 days = 3 years and 4 months, etc.) This coverage is paid in full by the District and may be used at any time after retirement.
- D. Support staff retirees, or their surviving spouse, may continue to participate in the District's Health Insurance Program providing such participation is allowed by the District's Plan and providing such retirees or their surviving spouse pays the full cost of the health insurance premiums not covered by the District in the previous section. (VI, C)

VII. Leaves

A. Sick Leave

- 1. Unit members who work 12 months shall receive one and one-half (1.5) days of paid sick leave for each month worked accumulative to a maximum of 200 days. These days shall be provided at the beginning of each school year.

2. Unit members who work 10 or 11 months shall receive one (1) day of paid sick leave for each month worked accumulative to a maximum of 200 days. These days shall be provided at the beginning of each school year.

**B. Sick Leave Bank**

1. All new unit members shall contribute two (2) days of their sick leave to the Sick Leave Bank immediately upon starting work.
2. Whenever the total number of days in the Sick Leave Bank becomes less than twenty (20), then automatically all unit members shall contribute another two (2) days of their sick leave and the District shall contribute one (1) day for every two (2) contributed by the unit members.
3. Only after having used all their available sick leave are unit members eligible for up to twenty (20) additional paid days from the Sick Leave Bank for each instance of major health related problem, as certified in writing by at least one physician, and if necessary the District's School Physician, when such major health related problem prevents them from working.
4. This Sick Leave Bank shall be administered by the Superintendent and the President of the Association or the Vice President of the Association in the event that the unit member who applies is the President.

**C. Family Illness Leave**

1. Unit members shall be permitted to use sick leave and accumulated sick leave for illness of immediate family which is serious enough to require the unit member's presence.
2. Family Illness Leave shall be deducted from the unit member's current sick leave and accumulated sick leave.

**D. Personal Leave**

1. Unit members shall be provided two (2) days of personal leave per year to take care of matters that cannot be reasonably handled outside the regular workday.
2. Except in emergencies written requests for personal days shall be turned into the appropriate Administrator at least twenty-four (24) hours prior to the intended absence.
3. The appropriate Administrator has the right to restrict personal leave to a maximum of two (2) unit members per day per building.
4. Unused personal leave in any year shall be accumulate to the next year up to a maximum of four (4) days with any days in excess of four (4) days converted to accumulative sick leave.

5. **Unused personal leave is counted in either one-half (1/2) or one (1) day denominations.**
6. **Personal leave shall not be available for days immediately preceding or following any scheduled school holidays or vacations without the prior approval of the Superintendent.**

**E. Holiday Leave**

1. **Unit members who work 12 months shall receive 13 paid holidays per year as scheduled by the Superintendent.**
2. **Unit members who work 10 or 11 months shall receive 9 paid holidays per year as scheduled by the Superintendent.**

**F. Vacation Leave**

1. **Unit members who work 12 months shall receive paid vacation leave as approved by the Superintendent according to the following:  
Less than 1 year = 1 day per month worked up to a max of 10  
2 - 5 years = 10 days  
6 - 9 years = 13 days  
10 - 13 years = 15 days  
14 - 17 years = 18 days  
18 + years = 20 days**
2. **Unit members who work less than 12 months shall not receive paid vacation.**

**G. Jury Duty Leave**

1. **Unit members summoned to jury duty shall be allowed to serve without reducing their regular salary.**
2. **Unit members shall keep whatever reimbursement for mileage and meals are provided them by the judicial system.**

**H. Bereavement Leave**

**Unit members shall be provided up to five (5) paid days of non-accumulative bereavement leave for each occurrence of death of a person in close familial relationship to the unit member.**



**I. Emergency Days Leave**

When the District is closed due to emergency reasons,

1. unit members shall report to work if requested by the Superintendent unless they are specifically prohibited due to legally declared emergencies;
2. a. secretaries can be required to report to work if requested by the Superintendent even though other unit members may not be required to report;  
b. if secretaries are required by the Superintendent to report to work, these secretaries shall still be paid for these days plus they shall receive additional vacation time equivalent to the number of hours they actually worked on such days with the opportunity to carry this additional vacation time over into the next school year.
3. if unit members are not required by the Superintendent to report to work, they shall still be paid for these days; however
4. if any of these emergency days, on which unit members were not requested to work but were paid, are required to be made up by the Superintendent then unit members shall not receive pay for working these make-up days.

**J. 1. Pregnancy**

Disability related to pregnancy shall be treated the same as any other physical disability including the use of paid sick leave.

**2. Child Care Leave**

Unit members are eligible for unpaid childcare leave for up to a maximum of one (1) year. A Unit member must apply for and commence such an unpaid leave within ninety (90) days after the birth or the adoption placement of a child. In applying for this leave, a Unit member shall include the preferred days for commencing and ending such a leave.

**3. Adoption Leave**

Within five (5) days after the adoption of a child, a Unit member who is the parent shall be granted up to two (2) days of paid adoption leave to be used in one-half (1/2) or one (1) days denominations as determined appropriate by the Unit member.

**K. Leaves Without Pay or Benefits**

1. Unit members may apply for a general leave of absence without pay up to twenty (20) workdays for such leaves. The unit member shall apply in writing to the Superintendent, who, at the Superintendent's sole discretion, may or may not grant such a leave.
2. Unit members may apply for a general leave of absence without pay, fringe benefits, advancement on the salary schedule, and accumulating seniority from twenty-one (21) days up through one (1) full school year. For such leaves, the unit member shall apply in writing through the Superintendent to the Board which, at its sole discretion, may or may not grant such a leave.
3. Upon return from such leaves, unit members will be assigned to a position within their job classification area.

**VIII. Health Insurance**

The District's Health Insurance Program shall be made available to all unit members.

- A. For all unit members who are 12-month employees that were hired prior to June 30, 1994, the District shall pay 90% and the Support Staff shall pay through payroll withholding 10% of the premium costs for single plan or family plan coverage. For those 12-month employees hired after June 30, 1994, the District shall pay 80% and the Support Staff shall pay 20%.
- B. For Support Staff who are 10 or 11 month employees the District shall pay 80% and the Support Staff shall pay through payroll withholding 20% the premium costs for single plan or family plan coverage.
- C. The policies and companies shall be selected by the Board of Education with prior written approval from the Educational Support Personnel Association.
- D. Support Staff who do not participate in the District Health Insurance program for a whole school year shall be paid \$1,000 for single plan declination and \$1,350 for family plan declination.
- E. To the extent allowed by Federal, State and Local laws and/or regulations the District shall deduct the Support Staff members required contributions to the health insurance program before taxes and social services are applied.

## **IX. Personnel File**

Unit members will have the right upon request to review the contents of their personnel file and to make copies of any documents in it. The unit member is entitled to have a representative of the Association accompany him/her during such review.

No material derogatory to a unit member's conduct, service, character or personality will be placed in his/her personnel file unless the unit member has had an opportunity to review such material. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature within three (3) work days of receiving the material. Their signature in no way indicates agreement with the contents thereof. The unit member has the right to submit a written response to such material and his/her response shall be reviewed by the Superintendent and attached to the file copy.

Any significant complaint regarding a unit member to be investigated by the District will be promptly called to the attention of the unit member. The unit member shall be informed in writing of the results of the investigation upon completion of that investigation by the District.

## **X. Evaluation Procedures**

- A. In general evaluation facilitates the improvement of the quality of programs and services offered by the District. In particular, evaluation assists unit members in knowing how well they are fulfilling their responsibilities, reinforces their strengths, identifies areas which may need refinement or improvement, and provides opportunities for employees to discuss their job performance with their administrators and supervisors.
- B. Unit members shall be formally evaluated in writing and personally conferenced with at least one time each year by their administrator and where applicable by their supervisor(s).
- C. Unit members shall be provided with a copy of their written evaluations at least 3 days prior to conferencing with the administrator and supervisor(s).
- D. Unit members shall sign their formal written evaluations within 10 days after conferencing with their administrator and supervisor(s). Such signings indicate only that the unit members have seen and conferenced regarding the evaluations, but not that the employees necessarily agree with contents of the evaluations.

- E. Unit members shall have the right to write and attach a response to any evaluation, which must be included in the unit members' personnel folder.
- F. Formal evaluation shall be summarized in writing on forms mutually acceptable to the Superintendent and the President of the ESP.

## **XI. Job Security**

### **A. Performance Discussions**

In the event an administrator perceives a performance problem or concern with a unit member which would be placed in the unit members' annual evaluation, then the administrator will discuss the nature of the problem or concern and proposed suggestions to correct the problem with unit member at the time such a problem or concern occurs.

This discussion shall be viewed as a constructive process to provide timely attention and to encourage correction and/or improvement of the employee's performance. It is recognized that an open and on-going dialogue between the administrator and the unit members concerning job performance often leads to a greater awareness and understanding of mutual goals, expectations, and concerns by both parties. To this end the annual performance evaluation should reflect a summary of the unit member's performance including any previously discussed or noted problems or concerns.

### **B. Discipline and Dismissal**

1. Reasons for dismissal of a unit member shall generally be given in writing to the unit member at least four (4) weeks prior to the effective date of the dismissal, except where immediate dismissal is necessary when two (2) days prior notice shall be required.
2. Notwithstanding any Civil Service requirements, no unit member shall be disciplined or dismissed without cause.
3. The District and the Association agree that the principles of progressive discipline consistent with the alleged conduct shall be utilized.

## **XII. INVOLUNTARY TRANSFERS**

The Superintendent has the right to transfer a unit member from one position to another within the District. However, a Building Administrator shall discuss transfers with the unit member(s) involved before such transfers are made.

**XIII. Professional Development**

- A. Attendance at Superintendent Conference Days is mandatory for all unit members.**
- B. NCLB/Non-Funded Mandates: Should the No Child Left Behind Legislation or other non-funded mandates place a financial impact on the Support Staff and/or the District, the Support Staff and District agree to meet to resolve the financial issues.**

**XIV. Association Rights**

- A. The President of the Kendall Educational Support Personnel Association, or his/her designee shall be released up to two (2) hours per week from regularly assigned duties to handle ESP matters. This release time shall be determined by the mutual agreement between the ESP President and the appropriate Building Principal. This release time shall not be accumulative.**
- B. In addition to other leaves, two (2) of the ESP officers shall be provided up to a maximum total of three (3) days collectively, not per individual, for purposes of official business including local, regional, state or national meetings.**
- C. If more than three days total are used by the ESP officers as provided in section 2, then by June 30 of each year of this Agreement the ESP Association shall reimburse the District an amount equal to the salary and benefits for all such additional time accordingly.**

**XV. Grievance Procedures**

- A. DEFINITION: A grievance is a claim by a unit member or group of unit members that there has been a violation, misinterpretation, or inequitable application of a provision of this Agreement.**
- B. FIRST STAGE: The unit member orally or informally confers with the unit member's immediate Supervisor to seek acceptable resolution of the grievance within forty-five (45) days after the alleged act or conditions causing this grievance occurred.**
- C. SECOND STAGE: If the grievant is not satisfied with the informal response from the First Stage, within five (5) school days after receiving the informal response the grievant may commit the grievance to writing and file it with the Building Principal for a formal response. The Building Principal shall issue a formal response in writing within five (5) school days after receiving the written grievance.**

- D. THIRD STAGE:** If the grievant is not satisfied with the formal response from the Second Stage, within five (5) school days after receiving the formal response from the Second Stage the grievant may file an appeal in writing with the Superintendent. Within five (5) school days after receipt of the appeal, the Superintendent shall hold a meeting with the Unit member and the Building Principal regarding this grievance. The Superintendent shall render a decision in writing to the unit member within five (5) school days after the conclusion of this meeting.
- E. FOURTH STAGE:** If the grievant is not satisfied with the decision at the Third Stage, within ten (10) days after receiving the formal decision from the Third Stage the grievant may file an appeal in writing with the Board of Education. The Board shall consider the grievance at the next regularly scheduled Board meeting and within ten (10) days after the conclusion of the meeting shall render a decision in writing.
- F. FIFTH STAGE:** After receipt of the Board decision at the Fourth Stage, the grievance may be submitted to arbitration. The Association shall notify the Board of Education within fifteen (15) days of receipt of the decision at the Fourth Stage that it is proceeding to arbitration. Within five (5) days after written notification of submission to arbitration, the Board and the Association shall agree to request a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

The selected arbitrator shall hear the matter promptly and shall render a decision in writing no later than thirty (30) calendar days from the closing of the hearings. The arbitrator's decision shall be final and binding on all parties.

The costs of the arbitrator shall be shared equally by the Board and the Association.

**XVI. Length of Agreement**

The provisions of this Agreement shall become effective July 1, 2007 and shall continue through June 30, 2010.

For the  
KENDALL CENTRAL  
SCHOOL DISTRICT

For the  
KENDALL EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION

By Michael O'Laughlin  
Dr. Michael O'Laughlin

By Stacy Weisenburg  
Stacy Weisenburg

Date 1/11/07

Date 1-11-07