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**Contract Database Metadata Elements**

Title: **Cornwall Central School District and Cornwall Cafeteria Employees Association (1998)**

Employer Name: **Cornwall Central School District**

Union: **Cornwall Cafeteria Employees Association**

Local:

Effective Date: **07/01/98**

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Cornwall Central School District And  
Cornwall Cafeteria Employees Assn

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4200      SD  
CAF

AGREEMENT

between the

CAFETERIA EMPLOYEES ASSOCIATION

and the

CORNWALL CENTRAL SCHOOL DISTRICT

July 1, 1998 - June 30, 2001

**RECEIVED**

APR 18 2001

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

## **ARTICLE I - RECOGNITION**

Cornwall Central School District having determined that the Cafeteria Employees Association is supported by a majority of the employees in the unit, consisting of all cafeteria workers exclusive of supervisory personnel of the district, has recognized the Cafeteria Employees Association as the exclusive negotiating unit or agent for the employees in such unit. Such recognition has been granted contingent upon the Association's adherence to its no strike pledge.

## **ARTICLE II - DEFINITIONS**

Salaried Employees - Employees working four (4) or more hours in the day on a continuous basis for the school year. Those employees on a three (3), four (4) or five (5) hour schedule during the 1989/90 school year will continue to be paid as salaried employees. These schedules will be thereafter discontinued.

Hourly Employees - Employees who are paid an hourly rate and work for the district on a regular schedule on a continuous basis.

A Cook Manager working less than an eight (8) hour day would receive a pro-rated salary.

## **ARTICLE III - LEAVES**

Personal Leave - The Food Service Director may grant salaried employees up to two (2) days of personal leave with pay in each school year. Unused personal leave shall accumulate as sick leave.

Personal leave shall be granted to any salaried employee in connection with matters which cannot be taken care of outside of regular working hours. No personal leave day may be taken the day before or the day after any school recess as per the school calendar. Generally, legitimate requests for personal leave shall fall in one of the following three (3) categories; legal, business transaction, family (graduation, honors, personal problems or counseling).

Bereavement Leave - Subject to the same requirements, the Food Service Director will grant leave for the death in the family for a period of four (4) days. "Family" shall be defined as mother, father, spouse, son, daughter, grandparents, sister, brother and corresponding in-law.

Sick Leave - Salaried employees shall be entitled to ten (10) days of sick leave per year, accumulative to one hundred forty (140) days.

Sick Leave - Hourly employees shall be entitled to Three (3) days of sick leave per year, accumulative to 140 days.

Sick leave shall be granted for personal illness. Whenever possible and deemed appropriate by the Food Service Director, substitutes employed will not work over 3-1/2 hours per day.

#### **ARTICLE IV - SERVICE INCREMENT**

Salaried employees of the district shall receive service increments of \$250.00 after the completion respectively of TEN (10) years, FIFTEEN (15) years, TWENTY (20) years, TWENTY-FIVE (25) years and THIRTY (30) years of continuous service as a cafeteria employee in the district.

For those employees working less than seven (7) hours per day, longevity will be pro-rated at 3/7, 4/7 or 5/7.

#### **ARTICLE V - FRINGE BENEFITS**

##### **RETIREMENT:**

All employees shall be entitled to membership in the New York State Employees' Retirement System and Social Security.

The district shall continue to provide a Retirement Program under the New York State Employees' Retirement System subject to Section 75-I of the Retirement Laws. It shall also continue the current options heretofore provided in the prior contract.

##### **HEALTH INSURANCE:**

The district will provide health insurance coverage for:

- (a) Those employees who have or qualify for the benefit as of June 30, 1982;
- or
- (b) Those employees who are scheduled to work six (6) hours per day or more.

The employer shall participate in the OUSDHP with the district paying 100% of the individual coverage and 100% of dependent coverage\* provided however, that any employee requesting dependent coverage shall certify in writing to the district that his/her dependent are not covered by another policy for any duplicate or overlapping coverage.

\*Employees who qualify for health insurance after 7/01/98 will contribute 5% of the premium cost.

The District shall pay each year One Thousand and Nine Hundred dollars (\$1,900) in 1998/99; Two Thousand One Hundred dollars (\$2,100) in 1999/00 and Two Thousand Three Hundred dollars (\$2,300) in 2000/01 to each unit member who foregoes health insurance offered by the district because she is covered by her spouse's coverage.

Salaried employees who have served no less than ten (10) years in the Cornwall Central School District and who at the time they retire from the district have at least thirty (30) accumulated but unused sick leave days shall be compensated for all such days at the rate of ten (\$10) dollars per day, provided they are at least fifty-five (55) years of age at the time of retirement and they notify the district no later than ninety (90) days prior to the anticipated retirement. Payment shall not exceed the maximum number of accumulated sick leave days allowed by the contract.

#### **ARTICLE VI - SENIORITY**

It is hereby agreed by the Cornwall Central School District and the Cafeteria Employees Association that the employer shall and hereby does recognize seniority rights as they pertain to any reduction in staffing and will consider seniority when filling open positions, and overtime.

#### **ARTICLE VII - DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 1998, and shall continue in effect through June 30, 2001. The Cafeteria Employees Association agrees that all negotiable items have been discussed during negotiations and will not be reopened on any item, whether contained in this agreement or not, during the life of this agreement. Any district policies unaltered or unchanged by the language of this agreement shall remain in force and it shall be the prerogative of the district to initiate and announce policies not affecting or changing matters contained in this agreement.

#### **ARTICLE VIII - SALARY SCHEDULES**

Appendix A contains the agreed upon Salary Schedules for 1998/99, 1999/00, and 2000/01.

Those employees who are beyond the schedule will receive the increase to the schedule plus one increment per year.

ARTICLE IX - LEGISLATIVE AUTHORITY

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF A LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Richard S. Morgan

Richard S. Morgan  
Assistant Superintendent  
for Business

Melissa C. Hodges

Representative  
Cafeteria Employees  
Association

Barbara S. Creogan

Representative  
Cafeteria Employees  
Association

8/10/98  
Date

Dorothy E. Petrose

Representative  
Cafeteria Employees  
Association

APPENDIX A - 1  
SALARY SCHEDULE  
1998/99

STEP	THREE HOUR	FOUR HOUR	FIVE HOUR	COOK MANAGER
1	4,560	6,080	7,600	10,600
2	4,680	6,240	7,800	11,430
3	4,800	6,400	8,000	12,260
4	4,920	6,560	8,200	13,090
5	5,040	6,720	8,400	13,920
6	5,160	6,880	8,600	14,750
7	5,280	7,040	8,800	15,580
8	5,400	7,200	9,000	16,410
incr.	120	160	200	830

APPENDIX A - 2  
 SALARY SCHEDULE  
 1999/00

STEP	THREE HOUR	FOUR HOUR	FIVE HOUR	COOK MANAGER
1	4,650	6,200	7,750	10,840
2	4,770	6,360	7,950	11,670
3	4,890	6,520	8,150	12,500
4	5,010	6,680	8,350	13,330
5	5,130	6,840	8,550	14,160
6	5,250	7,000	8,750	14,990
7	5,370	7,160	8,950	15,820
8	5,490	7,320	9,150	16,650
incr.	120	160	200	830



APPENDIX A - 3  
 SALARY SCHEDULE  
 2000/01

STEP	THREE HOUR	FOUR HOUR	FIVE HOUR	COOK MANAGER
1	4,740	6,320	7,900	11,080
2	4,860	6,480	8,100	11,910
3	4,980	6,640	8,300	12,740
4	5,100	6,800	8,500	13,570
5	5,220	6,960	8,700	14,400
6	5,340	7,120	8,900	15,230
7	5,460	7,280	9,100	16,060
8	5,580	7,440	9,300	16,890
incr.	120	160	200	830

## APPENDIX B

### HOURLY WAGES

1A. Hourly Rates:

1998/99	\$8.45
1999/00	\$8.60
2000/01	\$8.75

1B. Special Rates:

Year 1 of Employment	\$6.75
Year 2 of Employment	\$7.25
Year 3 of Employment	\$7.75

2. The special rates (1B) will be used for hourly workers hired after July 1, 1998 with less than one, two and three year's service to the district. Those employees starting before February 1 and working on a regular basis through June, will be advanced to the next hourly rate in the following September.

Those employees hired for the 1997/98 school year should be paid the regular hourly rate during this contract.

3. Substitutes will be paid \$6.75 per hour.
4. After 4 years of service in the cafeteria on a regular schedule, an hourly worker's rate will be increased \$.40 (1998/99); \$.45 (1999/00); \$.50 (2000/01).
5. After 8 years of service in the cafeteria on a regular schedule, an hourly worker's rate will be increased \$.40 (1998/99); \$.45 (1999/00); \$.50 (2000/01).
6. After 12 years of service in the cafeteria on a regular schedule, an hourly worker's rate will be increased \$.40 (1998/99); \$.45 (1999/00); \$.50 (2000/01).
7. Hourly workers will be paid for snow days.

1998/99    1999/00    2000/01

**SPECIAL RATES**

YEAR

1	6.75	6.75	6.75
2	7.25	7.25	7.25
3	7.75	7.75	7.75

**HOURLY RATES**

4	8.45	8.60	8.75
5 - 8	8.85	9.05	9.25
9 - 12	9.25	9.50	9.75
13+	9.65	9.95	10.25