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#### Contract Database Metadata Elements

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Union: **Cornwall Central School District Unit, Civil Service Employees Association, American Federation of State, County and Municipal Employees, AFL-CIO**

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*Cornwall Employees*

# AGREEMENT

by and between  
**BOARD OF EDUCATION**

of the  
**CORNWALL CENTRAL SCHOOL  
DISTRICT**

and  
**CSEA, Local 1000 AFSCME,  
AFL-CIO**

**Cornwall Central School District Unit  
Orange County Local 836**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

July 1, 2005 – June 30, 2010

FEB 22 2010

**ADMINISTRATION**

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## INTRODUCTION

This Agreement is made by and between the Board of Education of the Cornwall Central School District, (hereinafter referred to as the EMPLOYER), with offices in Cornwall, New York, and the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County, and Municipal Employees, AFL-CIO, recognized Union for, Cornwall Central Schools Unit of the Orange County Local #836, (hereinafter referred to as the Union), a membership corporation, duly incorporated under the laws of the State of New York, with offices located in Cornwall, New York.

Whereas, the parties hereto desire to promote harmonious and cooperative relationships between them in accordance with the policy expressed in the Public Employees' Fair Employment Act, Article XIV of the Civil Service Law, and now,

Therefore, in consideration of these premises, it is mutually agreed between the parties as follow

## ARTICLE I. RECOGNITION

Whereas, the Union affirms that it does not assert the right to strike against the District, to assist or participate in any such strike, to impose an obligation upon its members to conduct or to participate in such a strike, now therefore the Cornwall Central School District hereby recognizes the CSEA, Inc. as the sole and exclusive bargaining agent in a unit which includes all Food Service Workers and Cooks but excluding all other employees.

## ARTICLE II. DUES DEDUCTIONS

Section 1. Exclusive Rights - The Union shall have the exclusive right to payroll dues deductions. The Employer shall deduct from the wages of the employees, who signed authorization cards permitting such payroll deductions, Union dues, premiums for Accident and Health Insurance and other Union sponsored programs for its members.

Section 2. Agency Shop - The Cornwall Central School District shall recognize an agency shop whereby it agrees, that in accordance with Chapter 677 of the 1977 Laws of the State of New York, to deduct from the salary of an employee who is not a member of the Union, but who is represented by the Union for the purposes of collective negotiations, an agency shop fee in the amount equivalent to the amount of dues payable by a member of the Union. Said deduction shall become effective thirty days after the date of first hire with the District. Any agency shop member shall be eligible to make a written request to the State-wide Treasurer of CSEA, Inc. in the month of October of each year to be reimbursed any agency fee monies spent for political and/or ideological purposes as per the CSEA, Inc., State-wide Constitution and as per Chapter 677.

Section 3. Remittance - Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted to the Treasurer, CSEA, Inc., 143 Washington Avenue, Albany, NY 12210. The CSEA assumes responsibility for the disposition of such funds so deducted once they are turned over to the CSEA.

### **ARTICLE III. COMPENSATION**

A. Appendix A contains the agreed upon salary schedules for the 2005-2006, 2006-2007, 2007-2008, 2008-2009, and 2009-2010 school years for both salaried and hourly employees. Those employees who are off-step shall receive the increase to the schedule plus one increment per year. In addition, part-time salaried employees will continue to receive the same percentage of their step on the cook-manager schedule, however, such part-time salaried employees will move just one step in each year of the agreement.

B. Hourly workers will be paid for snow days.

C. Service Increments

Effective July 1, 2001 salaried employees of the District shall receive service increments of two hundred seventy five dollars (\$275.00) after the completion of ten (10), fifteen (15), twenty (20), twenty-five (25) 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.

D. All employees have the choice of selecting either a twenty-two (22) week or twenty-six (26) week paycheck option.

E. The District will pay the expense of fingerprinting new employees.

F. Appendix A contains the hourly rate for substitutes.

### **ARTICLE IV. PENSION AND HEALTH INSURANCE**

Section 1. 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.

Section 2. 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 7/1/98 will contribute 5% towards the premium.

New employees hired by the District on or after July 1, 2007 will contribute 7% towards the premium in 2007-2008 and thereafter.

Effective January 1, 2006, the District will make available to unit members of the Association one HMO plan. That plan shall be the Empire Blue Cross/Blue Shield plan ("EBCBS Plan"). The HMO plan may be changed by mutual agreement.

Any unit member selecting an HMO plan which has a premium which is less than the premium for the OUSDHP referenced above, shall pay the same employee contribution percentage as for the OUSDHP and the District shall pay the same contribution percentage as for the OUSDHP as provided above.

Any unit member selecting an HMO plan which has a premium which is more than the premium for the OUSDHP, shall contribute the same employee contribution percentage as provided in paragraph above plus 100% of the difference in cost of the HMO plan over the OUSDHP. The District's contribution towards the HMO plan is limited to the cost of its percentage contribution towards the OUSDHP. The intent of this provision is to insure that the District's cost of its contribution towards any HMO plan is no more than the cost of its contribution towards the OUSDHP.

As with the OUSDHP, all employee contributions shall be by payroll deduction.

Due to change of status (e.g. death of spouse, loss of employment, divorce, etc.) the unit member may, subject to the rules of the plans, choose to switch coverage from the OUSDHP to the HMO or from the HMO to the OUSDHP.

The District shall pay to each unit member who forgoes health insurance offered by the District because he/she is covered by spouse's insurance the following amounts:

- Effective 7/1/98 – One thousand nine Hundred Dollars (1900)
- Effective 7/1/99 – Two Thousand One Hundred Dollars (2100)
- Effective 7/1/00 – Two Thousand Three Hundred Dollars (2300)

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 eighteen (18) 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.

Dental/Vision

<u>Sunrise Dental</u>	<u>Monthly</u>	<u>Annual</u>
7/1/05-6/30/06	\$45.81	\$549.72
7/1/06-6/30/07	\$49.84	\$598.08
7/1/07-6/30/08	\$54.08	\$648.96
7/1/08-6/30/09	\$55.16	\$661.92
7/1/09-6/30/10	\$57.92	\$695.04
<u>Platinum 12 Vision</u>	<u>Monthly</u>	<u>Annual</u>
7/1/05-6/30/06	\$17.18	\$206.16
7/1/06-6/30/07	\$18.55	\$222.60
7/1/07-6/30/08	\$20.50	\$246.00
7/1/08-6/30/09	\$21.01	\$252.12
7/1/09-6/30/10	\$22.48	\$269.76

Section 3 – Cafeteria Plan – The District will establish a cafeteria plan pursuant to United States Internal Revenue Code Section 125 to be utilized for premium payments for District-provided insurance, un-reimbursed medical expenses, and child care expenses.

**ARTICLE V. EMPLOYEE DEFINITIONS**

Section 1 - Salaried Employees - Employees working four (4) or more hours in the day on a continuous basis during 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.

Section 2 - Hourly Employees - Employees who are paid an hourly rate and work for the District on a regular schedule on a continuous basis.

Section 3 - A Cook Manager working less than an eight (8) hour day would receive a pro-rated salary.

Section 4 - All employees who work eight (8) hours per day shall be entitled to a paid, thirty (30) minute lunch daily. If the employee fails to take a lunch period, (s)he shall not be eligible for overtime for that thirty (30) minute period.

**ARTICLE VI. SICK LEAVE, PERSONAL LEAVE, BEREAVEMENT  
LEAVE AND JURY DUTY**

Section 1 - Personal Leave - The Food Service Director may grant salaried employees up to three (3) days of personal leave with pay and one (1) personal day for hourly employees 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).

Section 2 - 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. Hourly employees shall be entitled to four (4) days.

Section 3 - Sick Leave - Salaried employees shall be entitled to ten (10) days of sick leave per year, accumulative to one hundred forty (140) days. 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.

Section 4. Jury Duty - All salaried employees summoned to jury duty shall immediately notify the District Office. Employees shall be paid at their regular rate of pay for the duration of said service; provided, however, that their per diem jury duty pay shall be transferred to the Treasurer of the District. In the event that an employee is excused from jury duty for the day on or after 12:00 noon, he/she shall not be required to return to work on that day.



## ARTICLE VII. 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 VIII. GRIEVANCE PROCEDURE

Section 1. Intent - The parties to this Agreement declare their joint intent to promptly resolve unit member complaints through the procedure set forth below.

Section 2. - Definition - A "grievance" is a complaint by a unit member based on an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement.

### Section 3. Procedure

Step 1: A unit member shall submit their grievance, in writing, to their immediate supervisor. The grievance shall specifically state the provision(s) of this Agreement claimed to have been violated, what the claimed violation is, and what redress is sought by the unit member. Within ten (10) workdays of receipt of the grievance, the immediate supervisor shall provide the unit member with a written decision.

Step 2: If the unit member is not satisfied with the decision of the immediate supervisor, the unit member may appeal, in writing, the supervisor's decision to the Superintendent of Schools. Such an appeal must be submitted to the Superintendent of Schools within (10) workdays of the date of the unit member's receipt of the supervisor's decision. Within ten (10) workdays of the Superintendent's receipt of the appeal, he/she shall provide the unit member with a written determination.

Step 3: If the unit member is not satisfied with the decision of the Superintendent of Schools, the unit member may appeal, in writing, the Superintendent's determination to the Board of Education. Such an appeal must be submitted to the District Clerk for filing with the Board of Education within ten (10) workdays of the date of the unit member's receipt of the Superintendent's decision. The Board of Education may schedule a meeting with the unit member and Association to review the matter. The Board shall render a written decision to the unit member within twenty-five (25) workdays after it was submitted to the District Clerk. The determination of the Board of Education is the final step in the grievance procedure. The CSEA, Inc. does not waive any of its right(s) to proceed to court.

Section 4. Time Periods - Any grievance must be filed within fifteen (15) workdays of when the unit member knew or should have known of the act or

condition on which the grievance is based or it is waived. Any grievance not appealed within the above time period is waived. If an unit member does not receive a written decision within the above time period, the unit member may appeal to the next step.

#### **ARTICLE IX. OUT OF TITLE WORK**

Effective October 1, 2003, any unit member who is required to work out of title (defined as any position within the bargaining unit with a different title and higher rate of pay than the unit member's current rate of pay) shall receive an additional twenty-five cents (.25) per hour for such work.

#### **ARTICLE X. SNOW DAYS**

Employees shall be paid for snow days.

#### **ARTICLE XI. DURATION OF AGREEMENT**

This Agreement shall be effective for the period commencing July 1, 2005 and continuing through June 30, 2010. 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 prerogative of the district to initiate and announce policies not affecting or changing matters contained in this agreement.

#### **ARTICLE XII. EVALUATION OF EMPLOYEES**

Permanently appointed employees shall be formally evaluated by the District once per year.

Probationary Employees: Probationary employees shall be formally evaluated by the District during their probationary period in accordance with the Civil Service Rules. The number of evaluations during the probationary period, in addition to those required by Civil Service, shall be determined by the District based upon the length of the probationary period and the need for evaluations as evidenced by the performance of the probationary employee.

The use of the evaluation form referenced below, shall not preclude the District and Director of Food Service from conducting more frequent, informal observations and counseling concerning an employee's work performance.

The Director completing the evaluation on an employee shall meet with the employee to discuss the evaluation prior to forwarding the evaluation to the employee's personnel file. The conference shall be held within seven (7) days of

the completion of the evaluation. The employee shall sign the evaluation form as an acknowledgment that the employee has been provided a copy of the evaluation.

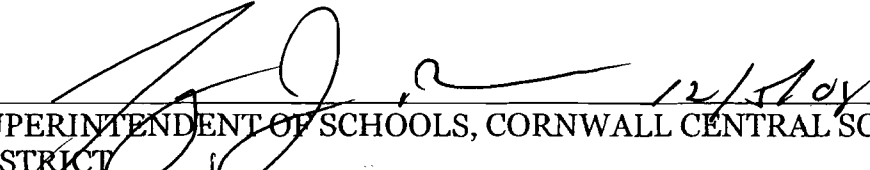
The employee has the opportunity to provide a written response to the evaluation either on the form itself or provided thereafter within five workdays of meeting with his/her supervisor. Any response provided by the employee shall be either included on the form or attached to the evaluation when it is forwarded to the employee's personnel file.


The parties shall agree to an evaluation form within 30 days of ratification of this agreement or as soon thereafter as possible.

**ARTICLE XIII. MANDATED PROVISIONS OF THE LAW**

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

  
\_\_\_\_\_  
PRESIDENT BOARD OF EDUCATION, CORNWALL CENTRAL SCHOOL DISTRICT

  
\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS, CORNWALL CENTRAL SCHOOL DISTRICT

  
\_\_\_\_\_  
CSEA UNIT PRESIDENT, CORNWALL CENTRAL SCHOOL DISTRICT

  
\_\_\_\_\_  
LABOR RELATIONS SPECIALIST, CSEA

**APPENDIX "A" – SALARY SCHEDULES**

### Cook Manager

<b>STEP</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
1	12,480	12,542	12,668	12,795	12,922
2	13,310	13,377	13,510	13,645	13,782
1	14,140	14,211	14,353	14,496	14,641
2	14,970	15,045	15,195	15,347	15,501
3	15,800	15,879	16,038	16,198	16,360
4	16,630	16,713	16,880	17,049	17,220
5	17,460	17,547	17,723	17,900	18,079
6	18,290	18,381	18,565	18,751	18,938
7	19,120	19,216	19,408	19,602	19,798
8	19,950	20,050	20,250	20,453	20,657
9	20,780	20,884	21,093	21,304	21,517
10	21,610	21,718	21,935	22,155	22,376
11	22,440	22,552	22,778	23,005	23,236
12	23,270	23,386	23,620	23,856	24,095
13	24,100	24,221	24,463	24,707	24,954
> 13 increment	821	720	720	720	720

### Part-Time Salaried - Five Hours per Day

<b>STEP</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
1	8,982	9,027	9,117	9,208	9,300
2	9,182	9,228	9,320	9,413	9,508
3	9,382	9,429	9,523	9,618	9,715
4	9,582	9,630	9,726	9,823	9,922
5	9,782	9,831	9,929	10,029	10,129
6	9,982	10,032	10,132	10,234	10,336
7	10,182	10,233	10,335	10,439	10,543
8	10,382	10,434	10,538	10,644	10,750
Increment	200	200	200	200	200

### Part-Time Salaried - Four Hours per Day

<b>STEP</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
1	7,186	7,222	7,294	7,367	7,441
2	7,346	7,383	7,457	7,531	7,606
3	7,506	7,544	7,619	7,695	7,772
4	7,666	7,704	7,781	7,859	7,938
5	7,826	7,865	7,944	8,023	8,103
6	7,986	8,026	8,106	8,187	8,269
7	8,146	8,187	8,269	8,351	8,435
8	8,306	8,348	8,431	8,515	8,600
Increment	160	160	160	160	160

**Part-Time Salaried - Three Hours per Day**

<b>STEP</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
1	5,389	5,416	5,470	5,525	5,580
2	5,509	5,537	5,592	5,648	5,704
3	5,629	5,657	5,714	5,771	5,829
4	5,749	5,778	5,836	5,894	5,953
5	5,869	5,898	5,957	6,017	6,077
6	5,989	6,019	6,079	6,140	6,201
7	6,109	6,140	6,201	6,263	6,326
8	6,229	6,260	6,323	6,386	6,450
Increment	120	120	120	120	120

**Hourly**

<b>STEP</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
1	7.48	7.67	7.86	8.05	8.25
2	7.92	8.05	8.18	8.31	8.44
3	8.43	8.57	8.70	8.84	8.98
4	10.50	10.50	10.50	10.50	10.50
5-8	11.16	11.27	11.38	11.50	11.61
9-12	11.67	11.78	11.90	12.02	12.14
13+	12.17	12.29	12.41	12.54	12.66

Substitute Rate      6.75      7.5      Prior year increased by CPI, not to exceed Step 1.

Longevity      275      275      275      275      275