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Contract Database Metadata Elements

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Union: Cornwall Clerical Workers’ Association

Effective Date: 07/01/09

Expiration Date: 06/30/12

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AGREEMENT
BETWEEN

THE CORNWALL CENTRAL SCHOOL DISTRICT

AND

THE CORNWALL CLERICAL WORKERS'
ASSOCIATION

7/1/09 - 6/30/12
Agreement made this ___ day of November, 2009, by and between CORNWALL CENTRAL SCHOOL DISTRICT, hereinafter referred to as the "Employer", and the CORNWALL CLERICAL WORKERS' ASSOCIATION hereinafter referred to as the "Union" or the "Association."

Article I

Recognition and Unit Definition

1. The Employer hereby recognizes the Cornwall Clerical Workers' Association as the exclusive bargaining representative for the unit described in paragraph 2 below.

2. The Unit shall consist of all clerical workers employed by the Employer including typists, stenographers, accounting clerk-typists, purchasing clerks and reproduction service clerks and all full-time and part-time clerical personnel who are employed on a continuous basis, working four (4) or more hours a day, five (5) days a week and ten(10) or more months a year.

Article II

Workday and Workweek

1. Full-time clerical personnel shall work a seven (7) hour day and thirty-five (35) hour week. Continuous part-time clerical personnel shall work four (4) or more hours per day. The actual seven (7) or four (4) or more hours each individual works shall depend upon the needs of each immediate supervisor.

2. During school recesses: Recess hours for twelve (12) month clerical personnel shall be from 9:00 AM to 1:00 PM unless otherwise approved by the Superintendent of Schools or his/her designee. All twelve (12) month employees who take sick, vacation or personal leave during a recess will be charged for one full day.

3. Breaks

(a) Full-time employees shall be provided with two (2) fifteen (15) minute coffee breaks at reasonable times, one (1) in the morning and one 1) in the afternoon.

(b) Part-time employees shall be provided with one (1) fifteen minute coffee break which shall be taken at a reasonable time.
4. **Summer Hours:** Summer hours shall be from 9:00 AM to 1:00 PM. Summer hours will begin on the sixth work day after high school graduation or on July 1, whichever occurs first. Summer hours will end on the Monday before Labor Day.

**Article III**

**Emergency School Closings**

Employees shall not be required to report for work on days when school is closed due to unforeseen circumstances, unless a unit member(s) is required to work by the Superintendent or his/her designee on an emergency basis. On emergency closing days, when schools are closed before the end of the workday, employees who work in buildings where there are students will be dismissed no more than one half (1/2) hour after buses are dismissed from their buildings. In buildings where there are no students, employees will be dismissed no later than one-half (1/2) hour after the last buses are dismissed in the District.

**Article IV**

**Vacation**

All full-time twelve (12) month employees shall be entitled to vacation as follows:

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All full-time eleven (11) month and continuous part-time employees shall not be required to work during school recesses. All eleven (11) month employees shall have 22 work days off during the summer without pay. They shall have three (3) additional days off with pay in lieu of holidays during recess.

When scheduling a vacation, an employee will give the immediate supervisor proper notification. For vacations of three (3) days or more, the employee must give the immediate supervisor at least two (2) weeks notice. For vacations of less than three (3) days, notice of less than two weeks is acceptable. Vacation may be taken unless the immediate supervisor determines that it is not in the District's best interests for vacation leave to be granted at that time.

Bargaining unit members who have worked less than one year shall receive prorated vacation leave on July 1st of the next school year based on time worked.
Part-time twelve (12) month employees shall receive vacation based on the percentage of the normal work day they work. For example, if a part-time 12 month employee works 4 hours per day and a normal day is 7 hours per day, they are entitled to 4/7 of the vacation schedule. Part-time 11 month and 10 month employees are not eligible for vacation.

Effective June 30, 2012, bargaining unit members will no longer be able to carry forward unused vacation leave. Except as set forth below, any vacation leave unused by a bargaining unit member in a year shall be forfeit. Effective with the 2009-2010 school year and thereafter, bargaining unit members may elect to be financially compensated for (i.e. "cash in") up to five (5) unused vacation days per year from their annual accrual at their then current per diem rate of pay. This payment is to be paid by June 30th of the year in which the days are accrued and cashed in. In order to elect this option, bargaining unit members must notify the Assistant Superintendent of Business in writing by June 1st of the intention to "cash in" any vacation days and the number of such days.

As of June 30, 2012, a list of bargaining unit members and the total number of carried over and unused vacation days shall be established. This group shall be grandfathered and permitted to carry forward only those days carried over and unused as of June 30, 2012 ("vacation leave bank"). There shall be no further additions to the vacation leave bank as each and every member shall thereafter be subject to the above language prohibiting the carry over of unused vacation leave. This separate listing of members and carried over vacation leave in their vacation leave bank shall be maintained by the District. Each individual member may use or cash in at their then current per diem rate of pay days from this vacation leave bank in future years. Upon retirement or separation from service, any remaining balance of vacation leave in the vacation leave bank shall be paid to the member at the per diem rate of pay in effect at the time of retirement or separation from service.

Note: Any member who has carried over vacation leave days as of July 1, 2010 (beyond annual allocations), shall be able to use or cash in such carried over excess days between July 1, 2009 and June 30, 2012. In other words, the ability to cash in annual allocations remains capped at five days per year. However, during the transition period from July 1, 2009 until the elimination of carry over of unused vacation leave on June 30, 2012, those members who had vacation leave balances beyond annual allocations can use or cash in such days.

Article V

Short Term Leaves

Sick Leave, Personal Leave and Bereavement Leave

A. Sick/Personal Leave: All full-time twelve (12) month employees shall receive fifteen (15) leave days per year for use for either sick or personal leave (see Section B below). Eleven (11) month employees shall receive thirteen (13) days of leave each year for either sick or personal leave. Ten (10) month employees shall receive twelve (12) leave days per year for use for either sick or personal leave. Twelve (12) month employees' sick leave shall
accumulate to two hundred fifty (250) days. Eleven (11) month employees' sick leave shall accumulate to two hundred thirty (230) days. Ten (10) month employees' sick leave shall accumulate to two hundred ten (210) days. All regularly employed part-time employees shall receive sick leave pro-rated on an annual basis to conform to the number of hours they actually work. Regularly employed part-time employees who work four (4) hours per day, for example, shall receive ten (10) four (4) hour sick days per year, and shall accumulate to two hundred ten (210) days.

B. **Personal leave** is leave for personal business which cannot be attended to during nonworking time. Each unit member may utilize up to a maximum of four (4) days of the days set forth in Article V(A) above for personal days per year, with pay. Unused personal leave days shall accumulate as sick leave days. These days shall be granted upon written request given to the employee's immediate supervisor.

C. **Bereavement Leave:** In the event of a death in the employee's immediate family the employee shall be entitled to up to a maximum of five (5) days paid bereavement leave. Immediate family is defined as the employee's mother, father, spouse, domestic partner, grandparent, child, sister, brother or grandchild, or corresponding in-law.

D. Employees should use either personal or vacation days to observe religious holidays.

**Article VI**

**Long Term Leave**

A. **Child Care Leave:**

1. In the case of the birth of a child and/or adoption, an employee may obtain a leave of absence for child care for a period of time not to exceed two (2) years. The request for such leave shall be in writing specifying the first day upon which the leave is to begin and the day on which the leave will terminate.

**Article VII**

**Retirement**

The District shall provide a retirement program under the New York State Employees' Retirement System subject to all sections through section 75i of the Retirement Laws. It shall also continue the current options heretofore provided in the prior contract. An employee who has at least ten years' service in the District, who has accumulated at least thirty (30) days of sick leave, and who retires from the District in accordance with the rules and regulations of the NYS Employee Retirement System, shall be paid $25 for accumulated sick leave. Effective July 1, 2009, this payment shall be $30 per day. Effective July 1, 2010, this payment shall be $35 per day. Effective July 1, 2011, this payment shall be $40 per day.
Article VIII

Holidays

There shall be no less than sixteen (16) paid holidays for all unit members. If a holiday falls on a Saturday or a Sunday, the District will determine whether the holiday will be celebrated on Friday or Monday. When schools are closed because of religious holidays, employees of this unit shall receive the day off with pay.

Employees will be expected to work one evening meeting per year for a period of time not to exceed the length of the announced parent teacher conferences. If there are no work day observances for religious holidays during the months of September and October, employees will not be expected to work one evening meeting during that school year.

The sixteenth (16th) paid holiday for ten (10) month employees can be taken at any time during the year.

Article IX

Health Plan

A. Effective January 1, 2006, employees who work six (6) hours per day or more shall be eligible for participation in either the Orange Ulster School District Health Plan ("Orange Ulster Plan") or the Empire Blue Cross/Blue Shield plan ("EBCBS Plan"). The HMO plan may be changed by mutual agreement.

B. Employee Contributions

1. Orange Ulster Plan – Effective July 1, 2009, employees shall contribute 6.5% of the premium cost for the appropriate plan (individual, two-person, or family). Effective July 1, 2010, employees shall contribute 7% of the premium cost for the appropriate plan (individual, two-person, or family). Effective July 1, 2011, employees shall contribute 7.5% of the premium cost for the appropriate plan (individual, two-person, or family). In each year, the School District shall contribute the remaining premium cost.

2. Any unit member selecting an HMO plan which has a premium which is less than the premium for the Orange Ulster Plan shall pay the same employee contribution percentage as for the Orange Ulster Plan and the School District shall pay the same contribution percentage as for the Orange Ulster Plan.

3. Any unit member selecting an HMO plan which has a premium which is more than the premium for the Orange Ulster Plan, shall contribute the same employee contribution percentage as provided in section B (1) plus 100% of the difference in cost of the HMO plan over the Orange Ulster Plan (e.g. Orange Ulster family family plan total premium cost = $14,000; EBCBS HMO total premium cost = $15,000; Unit member pays 15% of $14,000 = $2100 plus the difference of the
total premium cost of the Orange Ulster Plan and the EBCBS HMO $15,000 – $14,000 = $1,000; Thus, unit member contributes a total of $3,100 in this example). The School District’s contribution towards the HMO plan is limited to the cost of its percentage contribution towards the Orange Ulster Plan. The intent of this provision is to insure that the School District’s cost of its contribution towards any HMO plan is no more than the cost of its contribution towards the Orange Ulster Plan.

C. 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 Orange Ulster Plan to the HMO or from the HMO to the Orange Ulster Plan.

D. The District shall provide health insurance coverage for retirees at the rate of 75% of the premiums for the employee and 50% of the premiums for spouse and/or dependents.

E. Health Insurance Buyout- Each unit member who forgoes School District health insurance because (s)he is covered by a spouse’s health insurance shall be eligible for an annual payment as follows:

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In addition, staff shall not be eligible for School District paid health insurance at any time their spouse is eligible for family coverage under the Orange Ulster Plan. In lieu of health insurance, they shall receive the above amounts. If the employee’s spouse should no longer be eligible for coverage under the Orange Ulster Plan, the employee shall be immediately entitled to health insurance coverage in accordance with this Article.

F. Dental and Vision Insurance: Effective July 1, 2009, the Dental Program and Vision Program will be funded by the District up to an amount of $800 per unit member. Effective July 1, 2010, this amount shall be $850 per unit member. Effective July 1, 2011, this amount shall be $900 per unit member. It is not the intention of the parties to diminish the current Dental and Vision Program, nor is it necessary, however, to spend the entire amount if the current Program’s cost is less than the above figures.

G. The CCWA shall be entitled to a representative on the School District’s Health Insurance Review Committee.
Article X

Compensation

A. New salary schedules are attached for the years 2009-2010, 2010-2011, and 2011-2012. These represent a total cost increase of 3.75% in each of the three years. Retroactive payments based on these or any other money items in this agreement shall only be made to members of the bargaining unit employed as of the date of this Memorandum of Agreement or who retired between July 1, 2009 and the date of this Memorandum of Agreement.

B. Part-time salary schedules shall be based on the seven hour day and the regular work year of the ten (10), eleven (11), and twelve (12) month employees.

Article XI

Service Increments

Service increments shall be added to the salary of each full-time employee according to the following:

- 10th through 15th year of service $840
  effective July 1, 2010 - $890; effective July 1, 2011 - $940

- 16th through 20th year of service $1300
  effective July 1, 2010 - $1350; effective July 1, 2011 - $1400

- 21st year and thereafter $1555
  effective July 1, 2010 - $1605; effective July 1, 2011 - $1655

Regularly employed part-time employees shall receive the service increment pro-rated based on the seven hour work day. The amount will be the number of hours divided by seven times the amount of the service increment. These service increments are non-cumulative.

Example: A four hour employee with ten years of service shall receive $480.00
Article XII

Substitutes

The employee designated to call substitutes for a particular building shall be compensated as follows:

Cornwall-on-Hudson and Willow Avenue $1605
Lee Road, Middle School and High School $1865

Article XIII

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 LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article XIV

Grievance Procedure

A. Definitions

1) A “grievance” is a claim based upon an event or condition by one or more employees concerning a violation, interpretation, meaning, or application of any of the provisions of this Agreement.

2) An “aggrieved person” is the person, persons, or Association making the claim.

3) A “party in interest” is the person, persons, or Association making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4) “Days” as referred to in the contract will be working days for the grievant unless otherwise noted.

B. Purpose

1) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the working conditions of employees. Both parties agree that these
proceedings will be kept as formal and confidential as may be appropriate at any level of the procedures.

2) Nothing herein contained shall be construed as limiting the right of any individual employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association if such adjustment is not inconsistent with the terms of this contract. In any case where the issue raised by the grievance affects a group or class of employees and involves the interpretation, meaning, or application of this Agreement, the Association shall be notified of the grievance and be given the opportunity to intercede.

C. **Procedure – Hearing Grievance**

1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2) In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3) If an employee does not present a grievance to his/her principal or immediate supervisor within twenty (20) days after the employee knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. If a grievance is not processed through the levels of this procedure within the time limits specified therefore, then it shall be waived.

D. **Procedure – Stages**

1) Level One: An employee with a grievance will first discuss it with his/her principal or immediate superior, either directly or through the Association Representative, with the objective of resolving the matter informally.

2) Level Two:

   a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if a decision has not been rendered within fifteen (15) school days after presentation of the grievance, s/he may file the grievance in writing with the Association within fifteen (15) school days after the decision at Level One. Within fifteen (15) school days after receiving the written grievance, the Association will refer it to the Superintendent in writing.
b) Within ten (10) school days after receipt of the written grievance by the Superintendent. The Superintendent will meet with the Association representative in an effort to resolve it.

3) Level Three:

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance meeting with the Superintendent, the Association, within ten (10) school days after receiving written grievance, may refer it to the Board of Education if it determines that the grievance is meritorious. Within fifteen (15) school days after receiving the written grievance, or such longer time as may be mutually agreed upon, the Board of Education will meet with the Association person for the purpose of resolving the grievance, and shall render a decision.

4) Level Four:

a) If the Association is not satisfied with the decision of the Board of Education, the grievance may be submitted within twenty (20) school days to arbitration under the rules and procedures of the American Arbitration Association.

b) The decision of the arbitrator shall be binding upon all parties and the cost thereof shall be borne equally by the Union and the employer.

E. Rights of Employees to Representation

1) No aggrieved person, party in interest, Building Representative, member of the Association or any other participant in a grievance procedure shall be penalized in any way or suffer any professional disadvantage by reason of participation in the processing of any grievance.

2) Any aggrieved person or party in interest may be represented at informal stages of the grievance procedure by a person of his/her choosing, except that he may not be represented by an official representative or an officer of any employee organization other than the Association (CCWA) or its affiliates. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views.

F. Miscellaneous

1) If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced
at Level Two. In such a group or class grievance, the Association shall have the same status as an aggrieved person.

2) Decisions rendered at Levels Two, Three, and Four of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest as stated I Article III.D.2.a., and to the Association.

3) All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the District and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5) The parties also agree that, in order to assure the effectiveness of the individuals involved in any grievance session on a subsequent school day, agenda and adjournment times for all grievance sessions held pursuant to the grievance procedure will be mutually agreed upon prior to the grievance session. The parties recognize, however, that under certain circumstances including the involvement of arbitrators, counsel and witnesses in grievances that such agenda or adjournment times may not be strictly followed. If grievance sessions between the District and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay or leave in order to permit their participation in such sessions.

Article XV

Dues/Agency Fee Deduction

The Employer shall, on a bi-monthly basis during which this contract is in effect, deduct from the wages of each employee from whom it receives a written authorization form, and shall continue to make such deductions while the authorization remains in effect, the uniform dues for the current one-month period.

The Employer shall hold such sums deducted from its employees and transmit them promptly to the Cornwall Clerical Workers' Association on or before the fifth day of each month.

Unit members who are not members of the Association shall be required to pay an agency fee equivalent to the unified dues of the Association. The agency fee shall be deducted by the District on a bi-monthly basis.

1. All moneys deducted shall be transmitted to the Association with dues deduction moneys.
2. The Association shall adopt a refund procedure consistent with the provisions of Section 208, Subsection 3 of the Civil Service Law.

Article XVI

Union Visitation, Employee Discipline, Evaluation and Files

A. A properly designated representative of the union shall be permitted to visit the employees covered by this agreement during regular working hours, and shall obtain permission from the school office and work shall not be interfered with.

B. Employee Discipline: In Matters of discipline the concept of progressive discipline will be followed.

C. Evaluation and Personnel Files:

1. Each member of the unit may, upon request, review the contents of his/her personnel file (except for pre-employment material of a confidential nature) and make copies, at no cost to the employee of any or all documents contained therein (except for pre-employment material of a confidential nature).

2. Nothing will be placed in an employee's personnel file unless the employee has been given an opportunity to review the material. The employee will affix his/her signature to the document, signifying only that he/she has seen it. The employee has the right to attach a written statement for inclusion in the personnel file with the document. The official personnel file for each employee shall be kept at the Central Office.

3. An employee shall be entitled to have a representative of the Association, its affiliate, or any person of his/her choice accompany him/her during such a review.

4. Evaluations:

   a) Permanently appointed employees shall be formally evaluated by the District once per year. Probationary employees shall be formally evaluated by the District at least twice during their probationary period. Any additional 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.

   b) The supervisor completing the evaluation on an employee shall meet with the employee to discuss the evaluation prior to forwarding the evaluation for his/her review and opportunity for response.

   c) The employee has the opportunity to provide a written response to the evaluation either on the form itself or provided thereafter within ten (10) work days 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.

d) The employee shall sign the evaluation form as an acknowledgement that the employee has been provided a copy of the evaluation. If a signed evaluation form is not returned within ten (10) working days of the evaluation meeting, the unsigned evaluation shall be placed in the employee's personnel file with a notation regarding the lack of a signature.

e) The parties shall make every effort to agree upon an evaluation form within thirty (30) days of ratification of this Agreement or as soon thereafter as possible.

**Article XVII**

**No Strike or Lockout Pledge**

The Cornwall Clerical Workers' Association affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such strike. The Employer agrees that it shall not lock out its employees during the term of this agreement.

**Article XVIII**

**Mileage Allowance**

An employee shall be paid the current Employer's rate per mile for the use of a personal vehicle in the Employer's business.

**Article XIX**

**Vacancy, Promotion and Transfer**

In the event an office personnel vacancy occurs or a new position is created, notification shall be given to all Unit members at the earliest possible time and shall specify the procedure to be followed in making an application for such position. All notices pertaining to promotions or vacancies will be posted in prominent places internally for ten (10) days prior to the posting of the position externally. These notices will include:

a. Type of work
b. Location of work
c. Starting date
d. Rate of pay range
e. Hours to be worked
f. Classification

g. Minimum requirements as reflected in job description

Article XX

Separability

The parties recognize that this Agreement has been entered into pursuant to the provisions of the Public Employees' Fair Employment Act. If any provision of the Agreement or application is found to be violative or contrary to law, then such provisions or application shall be deemed to be invalid to that extent. All other provisions of the Agreement will continue to have full force and effect.

Article XXI

Length of Agreement

This agreement shall be effective for the period commencing July 1, 2009 and continuing until June 30, 2012.

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 new policies not affecting or changing matters contained in this agreement.

The Cornwall Central School District and the Cornwall Clerical Workers' Association of the Cornwall Central School District have ratified the above agreement and such ratification is verified by the signatures appearing below.

CORNWALL CENTRAL SCHOOL DISTRICT:

President, Board of Education

Superintendent

CORNWALL CLERICAL WORKERS' ASSOCIATION

President

2/8/10

2/8/10

2/8/2010

Date

Date

Date
# Cornwall Central School District
## Clerical Salary Grids

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> 10 increment | 654 | 665 | 677 | 689 |

Employees advance one step each year. After Step 10, employees receive the equivalent of one step each year.
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> 10 increment 600 610 620 631

### Typist - 10 Mo.

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> 10 increment 545 554 563 573

Employees advance one step each year. After Step 10, employees receive the equivalent of one step each year.