# Contract Database Metadata Elements

**Title:** Springville-Griffith Institute Central School District and Springville-Griffith Institute Central School District Clerical Association (1985)

**Employer Name:** Springville-Griffith Institute Central School District

**Union:** Springville-Griffith Institute Central School District Clerical Association

**Effective Date:** 07/01/85

**Expiration Date:** 06/30/05

**PERB ID Number:** 6267

**Unit Size:** 27

**Number of Pages:** 29
AGREEMENT

between the

SPRINGVILLE-GRiffITH INSTITUTE
CENTRAL SCHOOL DISTRICT

and the

SPRINGVILLE-GRiffITH INSTITUTE
CENTRAL SCHOOL DISTRICT
CLERICAL ASSOCIATION

Begins: July 1, 1985
Ends: June 30, 2005
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PREAMBLE

Whereas the Board of Education of the Springville-Griffith Institute Central School District (hereinafter "District") has recognized the Springville-Griffith Institute Central School District Clerical Association (hereinafter "Association") as the exclusive representative for the purpose of collective negotiations and the administration of grievances of the employees of the Springville-Griffith Institute Central School District in the following unit:

Included: All regularly employed personnel classified as secretaries, clerks, stenographers, office machine operators, receptionists, and switchboard operators.

Excluded: All supervisory employees, managerial employees, confidential employees and all other employees of the District; the District and the Association now agree to the following:

ARTICLE 1. CONCERNING THIS AGREEMENT

Section 1.1 Definitions

1.1.1 "District" means the Springville-Griffith Institute Central School District and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g. the Board of Education) properly authorized to act on behalf of the District.

1.1.2 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.

1.1.3 "Superintendent" means the person appointed by the Board to serve on a regular or acting basis as a Superintendent of Schools.

1.1.4 "Association" means Springville-Griffith Institute Central School District Clerical Association and applies to all persons (e.g., the President of the Association and other principal officers) and bodies (e.g., the Executive Committee of the Association) properly authorized to act on behalf of the Association.

1.1.5 "Employee" means a person in a position included in the unit described in the Preamble to this Agreement.

1.1.6 "Party" means the District or the Association.

1.1.7 "Parties" means the District and the Association.
"Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.

"Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.

"School year" means the period which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.

"Regular full-time employee" means an employee who is regularly scheduled to work at least 10 months of the school year and at least 37 ½ hours per week, except as noted in paragraph 4.2.1 (Summer Hours) and paragraph 4.2.2 (Hours When Students Not In attendance) of this Agreement.

"Regular part-time employee" means an employee who is regularly scheduled to work at least 10 months of the school year and at least 7 hours per week but less than the hours per week required of a regular full-time employee.

"Execution date" means the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be the date on which the parties both sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.

"Regular Daily Rate" of salary means, for a regular 12 month employee, the figure resulting from the employee's annual salary divided by 260. For a regular 11 month employee, it means the result of the employee's annual salary divided by 240. For a regular 10 month employee, it means the result of the employee's annual salary divided by 220.

Section 1.2 Duration and Copies

Except as noted below, the term of this Agreement begins at 12:01 a.m. on July 1, 1985 and ends at midnight on June 30, 2005. Pursuant to the provisions of this Agreement otherwise applicable to opening negotiations, this Agreement shall be reopened for negotiations related to salary rates and other matters agreed upon by both parties for the 2003-2004 and 2004-2005 school years.

Each provision of this Agreement has the same beginning and ending dates as the term of the Agreement itself, unless the provision specifies otherwise.

The cost of reproducing the required number of copies of this Agreement shall be borne jointly by the District and the Association. Once the Agreement has been
reproduced, the District will deliver to the Association thirty (30) copies of the Agreement for distribution. The Association shall distribute one copy of this Agreement to each employee: (i) in the employ of the District on the Execution Date not later than 30 calendar days thereafter, and (ii) employed after the Execution Date not later than the 5th working day after the day on which he begins work.

Section 1.3 Scope, Amendments and Waivers

1.3.1 Each provision of this Agreement applies to all regular full-time employees and to all regular part-time employees, unless a particular provision expressly limits the coverage to less than all of such employees. All other employees (e.g., seasonal, temporary, and substitute employees) are hereby expressly excluded from the coverage of this Agreement.

1.3.2 No provision of this Agreement may be deleted, waived or changed, and no provision may be added to this Agreement by implication or by any other means other than a written and dated amendment to this Agreement signed by each party.

Section 1.4 Interpretation and Legal Effect

1.4.1 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

(a) A word used in the masculine gender applies also in the feminine.

(b) A word used in the singular number applies also in the plural.

(c) This Agreement speaks as of the time it is being applied.

(d) Language in this Agreement is construed as strictly against one party as against any other.

(e) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.

1.4.2 This Agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the Execution Date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is (i) dated on or after such execution date and (ii) signed by a duly authorized representative of each party.

1.4.3 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or a person to do anything that is
prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

1.4.4 If a court of competent jurisdiction determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement. If such a determination has been made and no appeal lies therefrom or if the time to appeal has passed and no appeal has been taken, the parties, as soon as is reasonably practicable, shall enter into collective negotiations limited to the subject matter of such invalid provision.

1.4.5 Unless this Agreement says otherwise, neither party is required to continue any past practice.

1.4.6 The District is not required to provide or guarantee work for any period of time to any employee except to the extent that a provision of this Agreement expressly states to the contrary.

1.4.7 Unless this Agreement says otherwise, any provision of this Agreement which cites a law, rule or regulation mandated by higher authority is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.

1.4.8 This Agreement shall supersede any rule, regulation or practice of the District which shall be contrary to or inconsistent with the terms and conditions of employment expressed in this Agreement.

ARTICLE 2. ASSOCIATION-DISTRICT RELATIONS

Section 2.1 Association Cooperation and Managerial Rights

2.1.1 The Association agrees to use all proper methods to secure the fullest cooperation of the employees it represents in attaining their adherence to and faithful performance of the provisions of this Agreement and the provisions of the highest standards of service to the educational community.

2.1.2 The District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of the District include, but are not limited to: its rights to establish, continue, change, or abolish any or all of the District's policies, practices, rules, regulations and procedures; to determine the number, location, hours and types of its operations; to establish or discontinue programs or operations; to determine to what extent the required work shall be performed by employees covered by this Agreement; to determine the number, classifications and duties of employees; to
Section 2.2 Negotiations of a Successor Agreement

2.2.1 If either party desires to modify this Agreement, it shall notify the other party in writing not later than February 10th of the last fiscal year of this Agreement. Collective negotiations with respect to modification shall begin not later than March 10th of the last fiscal year of this Agreement.

2.2.2 If notice is given pursuant to paragraph 2.2.1 of this Agreement, the party giving such notice must transmit therewith not less than five (5) copies of its written proposals for changing, adding to, or deleting from the provisions of this Agreement. Not later than the fifteenth (15th) working day following receipt of the notice and such proposals, the other party must transmit to the notifying party not less than five (5) copies of its written proposals for changing, adding to or deleting from the provisions of this Agreement.

2.2.3 After the exchange of proposals required by paragraph 2.2.2 of this Agreement, either party may modify or withdraw any one or more of its own proposals and may submit counter proposals with respect to the subject matter of the other party's proposals. Such modifications of proposals and such counterproposals must be reduced to writing by the party making them upon request of the other party.

2.2.4 Following the transmission of the last set of proposals required to be transmitted by paragraph 2.2.2 of this Agreement, the parties shall meet to begin collective negotiations not later than March 10th, as required by paragraph 2.2.1 of this Agreement. At that meeting and each subsequent meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokesmen for the parties.

2.2.5 Neither party to the negotiations for a successor to this Agreement shall have any control over the selection of the members of the negotiating team of the other party. Each party shall transmit, with the proposals required by paragraph 2.2.2 of this Agreement, the name, address and telephone number(s) of its principal spokesmen for
collective negotiations and the name of each member of its negotiating team. All correspondence with respect to the negotiations shall be conducted between the principal spokesmen.

2.2.6 Each provision of a new or modified agreement which has been agreed to by the negotiation teams of both parties, as evidence of such agreement, shall be reduced to writing, dated with the date upon which agreement was reached, and initialed by the principal spokesman of each party.

2.2.7 The agreement reached by the negotiation teams must be presented to the Association membership, the Superintendent and, to the extent required by law, to the Board for approval. The agreements shall become binding upon the parties according to their terms when the last of those approvals has been obtained and, as evidence thereof and as soon as practicable thereafter, shall be reduced to the form of a successor agreement and executed by the Superintendent and the President of the Association.

2.2.8 The parties may, by mutual consent, extend any time limit set forth in this section 2.2, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

2.2.9 Negotiations shall take place in the building where the Superintendent's office is located unless the parties agree on a different location.

Section 2.3 Work Interruptions

2.3.1 The Association, its officers or agents, or the employees, must not call, sponsor, advocate, engage in, or assist in any strike, slowdown, work stoppage, or other interference with the efficient management of the District.

2.3.2 An employee must not, either singly or in concert with other employees or persons, refuse to perform his duties for the District, and if he does so, the Association must use its best efforts to require him to perform those duties.

Section 2.4 Dues Deductions

2.4.1 Association membership dues shall be deducted from the wages of each employee who has voluntarily signed a form authorizing such deduction provided that the form has been delivered to the office of the Business Manager not later than September 15th of the first school year during which deductions are to be made. Deductions for an individual employee shall continue to be made until and including the payroll period during which the District has received from the employee a written statement signed by him revoking his dues deduction authorization.
2.4.2 Employees who have not authorized the deduction and payment of dues and fees to the Association as provided in paragraph 2.4.1 above, and who have not otherwise rendered dues to the Association, shall have deducted an agency fee as set by the Association. Deduction and payment of the agency fee shall be in the same manner and at the same time as regular dues deduction.

2.4.3 Not later than September 15th of each school year, the Association shall deliver to the office of the Business Manager a written notice, signed by a duly authorized officer of the Association, of the total amount of annual dues to be deducted for each employee for that school year. Such total amount shall be divided into 20 equal installments and deduction of each installment shall be made in 20 consecutive pay periods from September through June. The District shall transmit the total amount of dues deducted to the Association within one week after each payday on which deductions are made.

2.4.4 The Association shall hold the District harmless against any and all suits, claims, demands and liabilities arising out of an action of the District in connection with this section 2.4.

Section 2.5 Use of Facilities

2.5.1 The Association shall have the privilege of using District buildings without cost for meetings whenever the building and/or rooms are available; provided, however, that the Association will pay the cost of additional custodian services incurred by the District as a result of such meetings. The Association shall submit in writing on the form provided by the District its request for such use to the administrator in charge of the building in question at least one (1) school day in advance of the requested meeting. Use of school facilities on all other occasions shall be determined in compliance with District policies.

2.5.2 When the Association desires to use office equipment, it shall first apply to the administrator in charge of the building in which such equipment is located. The Association shall pay for all supplies used by it.

2.5.3 The Association shall be granted permission by the Superintendent to post notices of its activities and matters of Association concern on bulletin boards and in intra-school mailboxes for communication to employees. Copies of all such notices shall be given to the Superintendent, the Business Manager and each Building Principal.
ARTICLE 3. GRIEVANCE PROCEDURES

Section 3.1 General Provisions

3.1.1 A grievance is a claim made by an employee that the District has violated a provision of this Agreement.

3.1.2 A grievant is an employee who submits a grievance.

3.1.3 Group Grievance: A grievance which affects three or more employees in the bargaining unit who do not have the same immediate supervisor may be initiated directly at Step 2 of this grievance procedure not later than 4 working days after the day of the occurrence out of which the grievance arises. Such a grievance must be in writing and signed by each such affected employee. However, a group grievance may be presented and administered at Step 2 and succeeding steps by an Association representative employed by the District within the time limits applicable to such succeeding steps and under the general conditions applicable to an individual grievant under this Agreement.

3.1.4 An employee shall perform all duties as instructed even though he may feel himself aggrieved.

3.1.5 As used in this Article 3, "supervisor" means the administrator to whom the employee is directly responsible.

3.1.6 In all cases of time limits provided in this Article 3, the computation of working days shall exclude Saturdays, Sundays and all days on which school is closed. It is essential that the time limits set forth in this Article 3 be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that such extension must be evidenced by a written memorandum. Consent to an extension must not be withheld unreasonably by either party. In no event may the District be held liable for back pay for a period of more than 10 consecutive working days preceding the filing of a written grievance.

3.1.7 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the District and having the grievance informally adjusted without intervention of the Association provided the adjustment is not inconsistent with the minimum terms and conditions of employment set forth in this Agreement. In the event that any such grievance is so adjusted, while it shall be binding upon the aggrieved employee and shall in all respects be final, it shall not create a precedent or ruling binding upon either party.

3.1.8 If an answer is not given on or before the last day of a time limit set in section 3.2 of this Agreement, the grievance may be appealed as though the answer had been given
on such last day.

Section 3.2 Grievance Procedure

3.2.1 **Step 1A:** A grievance must be submitted orally by the grievant, either alone or in the company of an Association representative employed by the District, to his supervisor not later than the working day after the day of the occurrence out of which the grievance arises. In making the submission, the grievant must specifically inform the supervisor that the matter to be discussed constitutes a "grievance" as defined in paragraph 3.1.1 of this Agreement. The supervisor has three (3) working days after the submission in which to answer the grievance orally. If the grievant is not satisfied with the answer, he, either alone or in the company of an Association representative employed by the District, has two (2) working days after the day on which the supervisor gives his answer to submit a written grievance on the form shown in Appendix A of this Agreement to his supervisor at Step 1B.

3.2.2 **Step 1B:** If the grievant does not submit a written grievance to his supervisor before the submission time expires, the grievance is deemed satisfied by the Step 1A answer. The supervisor has five (5) working days after the day on which the written grievance was submitted to answer the grievance in writing. If the grievant is not satisfied with the answer, he, either alone or in the company of an Association representative employed by the District, has two (2) working days after the day on which the supervisor gives his answer to appeal the grievance in writing to the Business Manager at Step 2.

3.2.3 **Step 2:** If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the Step 1B answer. In cases where the grievant's immediate supervisor is the Business Manager, Step 2 will not be utilized. The Business Manager has five (5) working days after the day on which the written grievance was submitted to answer the written grievance in writing. If the grievant is not satisfied with the answer, he, either alone or in the company of an Association representative employed by the District, has two (2) working days after the day on which the Business Manager gives his answer to appeal the grievance in writing to the Superintendent at Step 3.

3.2.4 **Step 3:** If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the Step 2 answer. Not later than the fifth (5th) working day after the date on which the grievance is received by the superintendent the parties must agree on the date for a Step 3 meeting of the grievant, the Superintendent (or his designee) and a representative of the Association. The Superintendent (or his designee) must answer the grievance in writing not later than the tenth (10th) working day after the day on which the Step 3 meeting was held.
3.2.5  **Binding Arbitration**

a. The Association, with consent of the grievant, may submit a grievance to binding arbitration only if all of the following conditions are met:

(1) The subject of the grievance is a claim that a provision of this Agreement has been violated. A grievance on any other subject cannot be submitted to binding arbitration.

(2) The grievant and the Association are not satisfied with the decision at Step 3.

(3) The Association has determined that the grievance is meritorious.

(4) Within ten (10) working days of the date the Superintendent's decision at Step 3 was rendered, the Association has given written notice to the Superintendent of its decision to submit the grievance to binding arbitration in the manner specified in subparagraph "b" below.

b. The Association shall give notice of its decision to submit a grievance to binding arbitration by sending a letter to the American Arbitration Association ("AAA") with a copy to the Superintendent. The letter shall specifically identify the grievance to be submitted and shall request the AAA to send to the Association and to the Superintendent a list of twenty (20) arbitrators competent in the area of the grievance. Within twenty (20) school days of the day on which it receives its copy of the list, each party will return its copy of all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, the AAA shall send each party a second list of twenty (20) names and the foregoing process will be repeated. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, the AAA will name the arbitrator. In so doing, however, the AAA may not name any person from the previous two lists who was rejected by either of the parties. The arbitration proceeding shall be governed by the Voluntary Labor Arbitration Rules of the AAA to the extent that the said rules do not conflict with this Agreement.

c. The selected arbitrator will hear the grievance promptly and will issue his report not later than the thirtieth (30th) calendar day from the date of the closing of the hearing, or if oral hearing has been waived by both parties, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.

d. The arbitrator shall grant or deny the grievance presented to him by determining whether this Agreement has been violated as alleged. In so doing he shall
interpret and apply the provisions of this Agreement but he shall not add thereto or subtract therefrom. The arbitrator may recommend an appropriate remedy where he finds a violation of this Agreement.

e. The decision of the arbitrator shall be final and binding on the parties and the grievant, and shall be rendered to the Superintendent, the grievant and the Association.

f. The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other costs incident to the arbitration shall be borne by the party which incurred them.

ARTICLE 4. COMPENSATION

Section 4.1 Salaries

4.1.1 A regular, full-time employee shall be paid for the 1999-2000 school year at the applicable annual salary rate contained in Appendix B to this Agreement, for the 2000-2001 school year the annual salary rate contained in Appendix C to this Agreement, for the 2001-2002 school year the applicable annual salary rate contained in Appendix D to this Agreement, and for the 2002-2003 school year at the applicable annual salary rate contained in Appendix E to this Agreement.

4.1.2 A new regular, full-time employee shall be paid at Step 1 of the applicable salary schedule and shall advance to Step 2 (and each succeeding step) on July 1 of each succeeding school year. All current regular, full-time employees shall advance to each succeeding step of the applicable salary schedule on July 1 of each school year.

4.1.3 For purposes of this Agreement, salary increases for all employees, as specified herein, regardless of initial date of hire or appointment, shall become effective as of the first day of July of each year this Agreement is in effect.

4.1.4 As soon as practicable after the execution date of this Agreement (which appears in its subscription clause), or July 1st of any school year during which this Agreement is applicable, whichever date occurs later, the District shall provide each employee two copies of a notice containing the following information: the employee's job title; the employee's retirement number; the employee's salary for the coming year; the number of the employees accumulated sick leave days; and, the number of the employee's earned vacation days. One copy will be retained by the employee and the other will be signed, dated and returned by the employee to the District.

4.1.5 Payroll periods shall normally be every two weeks in accordance with the schedule approved by the Superintendent. Ten and eleven month regular full-time employees may exercise the option of receiving their salaries in amounts calculated for 26 pay
periods, provided that: such election may be made only at the beginning of each school fiscal year; such an election once made, is irrevocable for the duration of the fiscal year; and, any employee making such election will not be considered on the "active payroll" during any pay period in which he is not working for the District or is not on authorized paid leave, holiday or vacation.

Section 4.2 Certain Hours and Overtime

4.2.1 Summer Hours

During the Summer months of July and August, a regular full-time employee will be scheduled to work no more than 35 hours per week.

4.2.2 Hours When Students Not In Attendance

On days when students are not regularly scheduled in accordance with the school calendar to attend school, regular full-time employees will be scheduled to work no more than 7 hours.

4.2.3 Compensatory Time In Lieu of Overtime Work

Employees shall be compensated for time worked in excess of 37 1/2 hours per week at their regular salary rate of one compensating half hour off for each half hour worked. No more than two and one half (2 1/2) hours of compensatory time may be earned within a given work week (Sunday through the next succeeding Saturday). Once earned, compensatory time may be taken at any time, provided it does not conflict with the normal operations of the District as determined by the employee's immediate supervisor. Once an employee earns two and one half (2 1/2) hours of compensatory time, such time must be taken off with the approval of the employee's immediate supervisor before additional compensatory time may be earned. All work assignments in excess of 37 1/2 hours per week must be requested by the employee's immediate supervisor and approved by the Business Manager before appropriate compensation (time) may be earned.

Section 4.3 Pensions and Insurance

4.3.1 The District shall provide and, to the extent required by law, pay for the Section 75i retirement plan and, effective July 1, 1986, Rider 41j (concerning unused sick leave) under the New York State Employees retirement System for each employee eligible therefor.

4.3.2 One hundred percent (100%) of Traditional Blue New Language with Riders 8, 9, 21, 22 and major medical rider ($100 deductible) and prescription drug with contraceptives
($10 “co-pay”) rider coverage premiums for both single and family plans will be paid by the District for regularly employed full time clerical personnel, but the District may substitute comparable plans for the ones specified. To be eligible under the provisions of this paragraph an employee must have been employed by the District on or before June 30, 1981.

4.3.3 The District will pay one hundred percent (100%) of the FTE (full time equivalent based on weeks worked divided by 52 weeks) for Independent Health Gold Plan HMO with Riders 4 and 8 and prescription drug with contraceptives ($10 “co-pay”) premium for both single and family plans for regularly employed clerical personnel who have an initial starting date after June 30, 1981. Individuals enrolled in a plan other than the above Independent Health must pay the difference in the cost of the premium between their plan and the Independent Health Plan if the premium for their plan is greater.

4.3.4 In the event an employee, his spouse or family is covered by any other single or family hospitalization insurance plan, the District shall not be obligated to pay the cost of the above provisions for such employee. An employee’s coverage as herein provided shall begin as soon as practicable after the execution of this Agreement in accordance with applicable health insurance regulations.

4.3.5 Notwithstanding any provisions of this Contract apparently or actually to the contrary, these paragraphs 4.3.2 and 4.3.3 (the health insurance benefits) shall continue in effect through and including October 31, 2005.

The District will continue to pay the premium for the Traditional Blue New Language in accordance with paragraph 4.3.3 for the individuals currently (execution date of this Agreement) in the Traditional Blue plan.

4.3.6 Eligible employees who retire on or after June 30, 1985 shall be allowed to participate in the District’s group health insurance plan at the employee’s expense, provided the employee pays the monthly premium therefor not later than the last working day of each month prior to the month in which said premium is due. To be eligible, an employee must have been continuously employed by the District for at least fifteen (15) years prior to retirement.

4.3.7 Any member of the Clerical Unit who has at least 15 years of employment, who on or before March 1st, has given written notice to the District’s Board of Education of the effective date of the member’s retirement pursuant to the New York State employees Retirement system, and who does in fact retire on that date pursuant to that System, shall have a sum of money equal to the number of sick days, capped at 156 days, that the member has accumulated on the books of the District as of the effective date of the member’s retirement times $75.00 which will be earmarked by the District to pay health insurance premiums to continue the member in the District’s health insurance plan then in effect for members on the active payroll from the effective date of the member’s retirement until the sum is exhausted. In case of a verified terminal illness,
the March 1st date can be waived and 30 days’ notice substituted. For those members not enrolled in the District’s health insurance plan at the time of retirement, they will receive a cash allotment, which is subject to all applicable taxes, in lieu of health insurance.

Section 4.4 Miscellaneous Compensation

4.4.1 Any employee assigned and authorized by the District to drive his private motor vehicle in connection with his duties for the District shall be reimbursed therefor at the rate established by the Board of Education at the Re-organizational meeting.

4.4.2 Time spent in actual attendance at meetings, workshops, conferences or training programs shall be paid for at the applicable rate of pay, provided the employee's attendance at any such activity is required by the District. Further, any employee authorized by the District to drive his private motor vehicle to and from any such activity shall be reimbursed therefor at the rate established by the Board for the District. Any adult education class offered by the District which will enhance the employee's job skills and which is approved by the employee's supervisor may be taken by employee at no cost to the employee if space is available in the program.

ARTICLE 5. PAID TIME OFF

Section 5.1 Vacations and Holidays

5.1.1 a. Each regular full-time employee shall receive the vacation with pay opposite his years of service with the District:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Days of Vacation Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1</td>
</tr>
<tr>
<td>1 year, but less than 5 years</td>
<td>13</td>
</tr>
<tr>
<td>5 years, but less than 10 years</td>
<td>16</td>
</tr>
<tr>
<td>10 years, but less than 15 years</td>
<td>19</td>
</tr>
<tr>
<td>15 years and more</td>
<td>21</td>
</tr>
</tbody>
</table>

b. However, during each school year the District closes school due to inclement weather while the District's offices remain open, each regular full-time employee shall receive the vacation with pay opposite his years of service with the District as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Days of Vacation Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>2</td>
</tr>
<tr>
<td>1 year, but less than 5 years</td>
<td>14</td>
</tr>
</tbody>
</table>
5 years, but less than 10 years 17
10 years, but less than 15 years 20
15 years, and more 22

c. Employees who do not report for work on days the District's offices are open, while school is closed due to inclement weather, will be charged one accrued vacation day or one accrued personal business day (under the provisions of Section 5.2.3 of this Agreement) at the employee's option for each day such employees do not report.

d. Vacations are to be taken in the year in which they are earned and may not be carried forward to the next such year. Requests for vacation shall be made at least four weeks before the start of the time requested. Requests shall be made in writing on a form supplied by the District and shall be submitted to the employee's immediate supervisor. Scheduling of vacation is subject to the approval of the employee's immediate supervisor.

e. Upon leaving the employ of the District for reasons other than disciplinary action, an employee may elect to receive a lump sum payment for vacation days earned during the year in which he leaves, but which were not used prior to leaving. Such payments shall be at the employee's regular daily rate.

f. Effective April 1, 1983, the vacation with pay specified in this paragraph 5.1.1 (a and b) will be prorated in the case of any employee occupying a thirty-nine week clerk-typist position by multiplying the number of "Days Vacation Per Year" opposite the "Years of Service" applicable to the employee by .75. The District, in its sole discretion may elect to add to the daily salary of any such employee one-half hour of pay at the employee's regular daily rate of pay in lieu of each one-half hour of the above prorated vacation entitlement, not to exceed twelve days of such entitlement.

g. Effective July 1, 2001, the vacation with pay specified in this paragraph 5.1.1. (a and b) will be pro-rated. Those employees who are scheduled to work a minimum of 50 weeks will continue to receive the vacation allotment as currently listed in the Agreement. Those employees with less than 50 weeks of assignment but more that 45 weeks of assignment will have their vacation allotment decreased by one (1) day as listed under subparagraph a and b of this Agreement. Those employees with less than 45 weeks of assignment but more that 39 weeks of assignment will have their vacation allotment decreased by two (2) days as listed under subparagraph a and b of this Agreement.

h. Employees with less than one year of service may not use their vacation days until after they have been continuously employed for a period of six months.

5.1.2 a. The following holidays will be observed in accordance with the District's school
calendar adopted by the Board:

- New Year's Day
- Martin Luther King Day
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day (M)
- Columbus Day (M)
- Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving
- Good Friday
- Christmas Day

(M) - regular scheduled Monday holidays.

b. For each holiday, an employee shall be paid at his regular daily rate for each day that he would have worked had the day not been a holiday, provided that he worked his regular hours on his last work day immediately preceding the holiday and his regular hours on his first work day immediately following the holiday. For purposes of this paragraph, an employee who did not work on such a day shall be treated as though he had worked if he was on a paid sick leave, other paid leave or vacation provided for by this Agreement, or if he was not on the District's active payroll because of a short-term lay-off for budgetary reasons.

c. If a holiday listed in this Agreement falls on a Saturday or Sunday, the holiday will be celebrated on the day designated in the District calendar.

d. If a holiday listed in this Agreement falls within an employee's approved vacation period, such holiday will not be deducted from the vacation days the employee has accrued under the provisions of Article 5, paragraph 5.1.1 of this Agreement.

Section 5.2 Leave Time

5.2.1 a. Full-time employees shall earn one day of sick leave time for each month worked. A regular part-time employee may earn a fraction of one day of sick leave time for each month worked which is equal to the ratio between his regular weekly schedule of hours and \( \frac{37.5}{h} \) hours. To qualify as a "month worked" the employee must have worked a majority (one-half plus one) of his scheduled work days in the month. Sick leave time may accumulate up to 156 days. The District will add one (1) day to an employee's accumulated sick leave
for each block of five (5) days of sick leave earned within a school year occurring after execution of this Agreement, but not used within such school year, provided that the employee's accumulated sick leave may not be so increased to exceed the maximum accumulation provided in this paragraph 5.2.1.

b. Sick leave may be used by an employee who must be absent from work because of personal illness or disability.

c. The District may require an employee to furnish a physician's statement in cases of absence of more than five days or in cases of repeated absences, or may require the employee in either of such cases to have a physical examination by a physician designated by the District to determine the presence and/or extent of an illness or disability, or to determine the employee's fitness to perform his duties.

c. In cases where the employee is able to anticipate the need for such an absence (e.g., surgery, convalescence, or childbirth), sick leave will be granted only in accordance with the following procedures:

1. The employee will advise the Business Manager in writing, as soon as he is aware of the need for the absence, of the expected starting date and length of disability.

2. As soon as possible following the notice required by subparagraph 1 of this paragraph, the employee shall furnish the Business Manager a written statement from his attending physician containing the expected starting date and length of disability.

e. Any sick leave granted hereunder shall end, and the employee shall return to work, as soon as he is able to perform the full duties of his position, provided that, when requested by the District, the employee, prior to his return to work, must present to the Business Manager a certificate from his attending physician that he is capable of performing the full duties of his position.

f. An employee shall not be entitled to use the sick leave until after he has been continuously employed for a period of six months.

5.2.2 Each regular full-time employee shall be allowed 3 days leave each fiscal year for necessary personal business which cannot be accomplished other than during normal work hours. Vacation and similar reasons are not necessary personal business. Application for such absence shall be made in writing on a form supplied by the District. Such applications shall be submitted to the employee's immediate supervisor as far in advance as possible, and, except for emergencies, shall be made at least forty-eight hours prior to the date of absence. Such days will not normally be taken on the day before, or the day following, a regular scheduled holiday
or vacation day. Such days shall not be cumulative from year to year. An employee shall not be entitled to use this leave until after he has been continuously employed for a period of six months.

5.2.3 Up to four days leave will be allowed for each death in the employee's immediate family, provided the employee attends the funeral. Such days shall not be cumulative from year to year. If such days are taken, they will not be chargeable against an employee's accumulated sick leave. Immediate family means: husband, wife, child, parent, sister, brother, parent-in-law or grandparent.

5.2.4 An employee shall be allowed up to three (3) days paid absence per year because of serious illness in his immediate family. For purposes of this paragraph, 'immediate family' includes only an employee's husband, wife, child, parent, sister, brother, parent-in-law or grandparent. Such days shall not be cumulative from year to year. An employee shall not be entitled to use this leave until after he has been continuously employed for a period of six months.

5.2.5 No more than one day's leave with pay each year may be granted in the discretion of an employee's immediate supervisor for the purpose of attending the funeral of one not in the employee's "immediate family" as defined in paragraphs 5.2.4 and 5.2.5 of this Agreement. Such days shall not be cumulative from year to year. An employee shall not be entitled to use this leave until after he has been continuously employed for a period of six months.

5.2.6 An employee employed for the full year, whether on a full or part-time basis who utilizes three (3) or fewer days excluding vacation will be eligible for a stipend as follows:

<table>
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<tr>
<th></th>
<th>0 Days Absent</th>
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<th>3 Days Absent</th>
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<td>$ 83.00</td>
<td>$ 63.00</td>
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5.2.7 Employees who are summoned for jury duty during their regular scheduled working days will continue to receive their regular salaries. Absence for jury duty is exclusive from other leave provisions of this Agreement. Salary continuance will require submission of the following documents to the Business Manager:

a. Court summons or notice within one working day of receipt, and

b. Clerk of the Court record of number of days served.

In the event that such summons constitutes an employee hardship and/or employer hardship, it is understood that the Business Manager or the Superintendent and/or the employee may petition the court for a postponement.
5.2.7 Use of any leave encompassed within the various provisions of this Section 5.2 for any purpose other than the purpose for which the leave was granted, or an employee's engaging in gainful employment while on a paid leave of absence, will constitute grounds for disciplinary action and revocation of any such leave.

ARTICLE 6. UNPAID TIME OFF

Section 6.1 Unpaid Leaves

6.1.1 Child-rearing leave, not to exceed one year, shall be granted to an employee who has given reasonable notice of intent to take such a leave for the purpose of caring for a child who resides in the employee's home and who is under one year of age at the time the leave begins. The time that the leave is to begin shall be determined by the employee and his immediate supervisor. The intended date of return shall be specified by the employee in the original request for leave. The actual time of return may be changed provided the employee so notifies the District at least 30 days prior to the originally scheduled or the changed date of return, whichever is earlier. In extenuating circumstances, any of the provisions of this paragraph may be waived by the Board. “Extenuating circumstances” shall mean, but not be limited to, death of the child, birth of a mentally or physically defective child or economic hardship.

6.1.2 a. Other requests for leave without pay shall be submitted to the Board of Education for approval, upon the recommendation of the Superintendent in accordance with subsection c hereof.

b. An employee on an excused absence or on a paid or unpaid leave of absence may not work for any other employer unless such employment has been expressly approved by the Superintendent on written request from the employee.

c. A request for an unpaid leave of absence must be submitted in writing to the Superintendent through the employee’s supervisor. The request must be given to the supervisor as soon as the employee becomes aware of the need but no less than 30 calendar days in advance of the requested first day of the leave unless an emergency beyond the employee’s control prevents the employee from giving that much notice. The request must state the reason for the leave and the requested beginning and ending dates for the leave. The request must also state the employee's intention of returning to work for the District on the day after that ending date. If the Board approves the leave, the approval shall specify the beginning and ending dates of the leave which shall be the ones requested by the employee to the extent that they are consistent with the needs of the District, and applicable Civil Service Regulations.

d. An employee who has less than one year of District service as a regular full-time or part-time employee is not eligible for an unpaid leave of absence. An employee who has not exhausted his current and accumulated sick leave
ARTICLE 7. MISCELLANEOUS PERSONNEL MATTERS

Section 7.1 Reporting of Absences

7.1.1 All absences from work shall be reported by employees to their immediate supervisors or their designees as soon as possible.

Section 7.2 Posting of Job Vacancies

7.2.1 The District will post announcements of new job classifications and permanent openings in existing job classifications for a period of 3 working days. During that 3 day period, any employee who desires to be considered for the announced job shall apply therefor in writing to the Business Manager. In filling announced jobs, the District will give consideration to the qualified applicants based on such applicant's civil service status, skills, abilities, experience and physical limitations. In the event that two or more such applicants are considered by the District to be equally qualified for such a vacancy, the District will then consider such applicant's length of continuous service as an employee of the District, from the date of his last hire or appointment, to the date of his application, including both such dates. Nothing in this paragraph will prevent the filling of a vacancy on a temporary basis for a period not to exceed 60 days. Further, nothing in this paragraph will prevent the filling of a vacancy on a "provisional" basis in accordance with the provisions of the Civil Service Law, Rules and Regulations.

7.2.2 In the event that the District contemplates any job reduction, classification change, or filling or not filling of any vacancy in the bargaining unit, the District will so notify the Association president. Such notice shall be given whenever practicable, 10 days before District action, or, when not practicable, as soon thereafter as is reasonably possible.

Section 7.3 Summer Work

7.3.1 Regular full-time and part-time employees shall be offered summer work within their then current job classifications before the District hires others to fill summer positions within such job classifications.
Section 7.4 Transportation of Students

7.4.1 No employee will be required by the District to transport students in the employee's personal automobile.

Section 7.5 Flexible Spending Account Plan

7.5.1 All employees will be eligible to participate in a "Flexible Spending Account Plan" at no cost to the individual. The Flexible Spending Account Plan will be offered, if available, through the duration of this contract. If offered, the Flexible Spending Account Plan year will be from November 1st to October 31st.

Section 7.6 Review of Personnel File

7.6.1 Each employee may, upon request and two (2) days advance notice, review his personnel file (with the exception of confidential references) maintained in the Central Administration Office, during the normal hours of business of said office. Each such employee may be accompanied by a representative of his own selection during such review. A representative of the District may also be present during such review. The employee may reproduce information within the file, with the exception of confidential references, but the file or its contents shall not be removed from the office. The employee shall pay for all copies reproduced at the prevailing rate per page established by the Board of Education.

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.

SUBSCRIPTION

In witness whereof, the duly authorized representatives of the parties have signed their names below as of the Execution Date.

For the District

[Signature]
Superintendent

Execution Date: 6/3/200-?

For the Association:

[Signature]
President

Page 21
APPENDIX A

GRIEVANCE FORM

To: ___________________________________________________________________________ (Supervisor's name)

(1) Who is grieving:

Name: __________________________________________________________________________

Classification: __________________________________________________________________

(2) What the District did or failed to do that the grievant(s) objected to:

______________________________________________________________________________

______________________________________________________________________________

(3) Date on which occurrence took place: __________________________________________________________________________

(4) Paragraph(s) of the Agreement violated by the District's action or failure to act:

______________________________________________________________________________

______________________________________________________________________________

(5) Action the grievant(s) believe the District should take to remedy the foregoing situation:

______________________________________________________________________________

______________________________________________________________________________

Grievant's Signature __________________________________________________________________________ *

• If there is more than one grievant, the same information must be listed and each must sign on an attached sheet.
APPENDIX B

1999-2000 SALARY SCHEDULE

<table>
<thead>
<tr>
<th>POSITION</th>
<th>1</th>
<th>2</th>
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</tbody>
</table>

LONGEVITY:

The amounts indicated below opposite an employee’s years of district service shall be added annually to an employee’s regular hourly rate on July 1. These longevity amounts are not cumulative.

District Service

- Beginning the 16th year through the 20th year $ .20
- Beginning the 21st year through the 25th year $ .25
- Beginning the 26th year through the 30th year $ .30
- Beginning the 31st year and thereafter $ .35
# APPENDIX C

## 2000-2001 SALARY SCHEDULE

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<th>POSITION</th>
<th>1</th>
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</table>

**LONGEVITY:**

The amounts indicated below opposite an employee’s years of district service will be added annually to an employee’s regular hourly rate on July 1. These longevity amounts are not cumulative.

**District Service**

- Beginning the 11th year through the 15th year: $.25
- Beginning the 16th year through the 20th year: $.30
- Beginning the 21st year through the 25th year: $.35
- Beginning the 26th year through the 30th year: $.40
- Beginning the 31st year and thereafter: $.45
## APPENDIX D
### 2001-2002 SALARY SCHEDULE

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<tr>
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</tbody>
</table>

### LONGEVITY:

The amounts indicated below opposite an employee’s years of district service will be added annually to an employee’s regular hourly rate on July 1. These longevity amounts are not cumulative.

#### District Service

- Beginning the 11th year through the 15th year: $0.25
- Beginning the 16th year through the 20th year: $0.30
- Beginning the 21st year through the 25th year: $0.35
- Beginning the 26th year through the 30th year: $0.40
- Beginning the 31st year and thereafter: $0.45
## APPENDIX E

### 2002-2003 SALARY SCHEDULE

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### LONGEVITY:

The amounts indicated below opposite an employee’s years of district service will be added annually to an employee’s regular hourly rate on July 1. These amounts are not cumulative.

#### District Service

- Beginning the 11th year through the 15th year: $0.25
- Beginning the 16th year through the 20th year: $0.30
- Beginning the 21st year through the 25th year: $0.35
- Beginning the 26th year through the 30th year: $0.40
- Beginning the 31st year and thereafter: $0.45