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**Contract Database Metadata Elements**

Title: **Cornwall Central School District and Cornwall Clerical Workers' Association, NEA/NY (1998)**

Employer Name: **Cornwall Central School District**

Union: **Cornwall Clerical Workers' Association, NEA/NY**

Local:

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

Expiration Date: **06/30/03**

Number of Pages: **17**

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Cornwall Central School District And  
Cornwall Clerical Workers Assn

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**AGREEMENT  
BETWEEN**

**THE CORNWALL CENTRAL SCHOOL DISTRICT**

**AND**

**THE CORNWALL CLERICAL WORKERS'  
ASSOCIATION, NEA/NY**

**JULY 1, 1998 - JUNE 30, 2003**

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

(29)

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Agreement made this 2nd day of June, 1999, 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 8:00 AM to 4:00 PM in the Central Office(s) and from 9:00 AM to 12 noon in the school buildings unless less time is designated by the immediate supervisor. All twelve (12) month employees who take sick, vacation or personal leave during a recess will be charged for one full day. Employees, however, may arrange flexible hours during this time period as long as phone coverage is provided. This may include, but is not limited, working full days and taking full-days off and cross coverage of schools by employees from another building.
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 shall be 8 a.m. to 2 p.m. inclusive of 1/2 hour lunch break. Summer hours will begin on the sixth work day after high school graduation or on July 1, whichever occurs first.
5. The District and the Union agree to set up a joint study committee to review how other Orange County School Districts handle recess and holiday periods for twelve month employees. The committee will make a frame work recommendation based upon the findings. This committee will consist of three people: one appointed by the District and two by the union.

### 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 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:

Completed Years of Service	Number of Vacation Days
1 to 4	10
5-10	15
11	16
12	17
13	18
14	19
15	20

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.

Vacation should be taken during July and August unless otherwise arranged with the immediate supervisor. If an employee requests a vacation in a month other than July and August, s/he may make such request with proper notification and if the immediate supervisor agrees that it is in the best interest of the district, said vacation may be taken.

### 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 non-working time. Each unit member may utilize up to a maximum of three (3) leave days 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, 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 with at least ten years' service in the District, who reaches eligibility for retirement as prescribed by law, or an employee who is 55 years of age and with 25 years of service with the District, shall receive at the time of retirement or vesting \$23.00 for each day of accumulated leave, if the employee has accumulated at least thirty (30) days of leave.

## Article VIII Holidays

There shall be no less than sixteen (16) paid holidays for all unit members. The holidays shall be listed in Appendix A of this agreement. 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.

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

### **Article IX Health Plan**

The district will pay 100% of the premium for the OUSDHP for the employees (including dependents) who work 6 hours per day or more.

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.

Beginning on July 1, 1998 the District shall pay twenty one hundred dollars (\$2100) per year to each unit member who forgoes health insurance offered by the District because he/she is covered by spouse's coverage.

Beginning on January 1, 1994 new employees will contribute 5% premium contribution for health Insurance coverage in the Orange-Ulster School District Health Plan. At no time will this amount exceed 2% of the average bargaining unit salary. All existing staff will not be affected by this change. In addition, new staff shall not be eligible for district paid health insurance at any time their spouse is eligible for family coverage under the Orange-Ulster School District Health Plan. In lieu of health insurance they shall receive the amounts listed above per year. If the employee's spouse should no longer be eligible for coverage in the OUSDHP, the employee shall be immediately be entitled to health insurance coverage in accordance with this Article.

Beginning on July 1, 1998, the Dental Program and the Vision Program will jointly be funded at a rate up to six hundred dollars (\$600) per unit member. Beginning July 1, 2001, that amount shall be increased to \$625 per unit member. It is not the intention of the parties to diminish the current Dental and Vision Programs, nor is it necessary, however, to spend the entire amount if the current programs cost is less than the above figures.

The CCWA shall be entitled to a representative on the District's Health Insurance Review Committee.



## Article X Compensation

A. In each year of this agreement the salary schedule shall be increased by the following:

Contract Year	% increase of new schedule over previous year's schedule	Employee Increase
1998-1999	2%	All employees shall receive the % increase plus a step increase**
1999-2000	2%	All employees shall receive the % increase plus a step increase**
2000-2001	2%	All employees shall receive the % increase plus a step increase**
2001-2002	2%	All employees shall receive the % increase plus a step increase**
2002-2003	2%	All employees shall receive the % increase plus a step increase**

\*\*Employees hired prior to July 1, 1999 shall continue to receive a step increase beyond step 10. Employees hired on or after July 1, 1999 shall be placed on a true salary schedule with a set number of steps. The salary schedule shall be annexed to the Agreement.

### See attached schedules

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. The schedules for ten (10), eleven (11), and twelve (12) month part-time employees are attached in Appendices B, C, and D.

Anyone presently employed by the district will continue to advance with full percentage salary increases for the life of this contract.

## Article XI Service Increments

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

In each year of an employee's...	Beginning 7/1/98	Beginning 7/1/01
10th through 15th year of service	\$700	\$725
16th through 20th year of service	\$1,100	\$1,125
21st year and thereafter	\$1,300	\$1,325

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.

Example: A four hour employee with ten years of service shall receive  $4/7 \times \$700 = \$400$ .

## Article XII Central Office Hours

In the 1998-99 contract year twelve(12) month employees who work in the Central Office (Business and Administration) shall receive a stipend of thirteen hundred and ninety (\$1,390) dollars in addition to their salary for the additional hours worked. Each year thereafter, as of July 1, the stipend will be increased by five percent.

In the 1998-99 contract year twelve-month non-central office employees shall receive a stipend of six hundred ten (\$610) dollars in addition to their salary. Each year thereafter, as of July 1, the stipend will be increased by five percent.

## Article XIII Substitutes

Beginning on July 1, 1998 the member of the unit designated to call substitutes in the Lee Road School and High School shall be at the sum of one thousand three hundred ninety (\$1,390) dollars. The member of the unit designated in Cornwall-on-Hudson and Willow Avenue shall be compensated for at the sum one thousand one hundred and ninety five (\$1,195) dollars. Each year thereafter, as of July 1, these stipends will be increased by five percent.

## Article XIV 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 XV Grievance Procedure

In the event that a dispute arises concerning the implementation, interpretation or application of the terms and conditions of this contract, the following procedure shall be followed:

The aggrieved shall institute a grievance within fifteen(15) working days from the event upon which the grievance is based or from the date on which the employee knew or should have known of the act or condition upon which the grievance is based. The employee shall orally and informally confer with his/her immediate supervisor in an attempt to adjust the grievance. In the event that an adjustment is not reached, the employee shall, within the next fifteen(15) day period, reduce his/her grievance to writing and submit it to the District Superintendent or his/her designee.

In the event the preceding steps have failed to resolve the dispute to the satisfaction of the employee and the District within ten(10) working days after submission to the District Superintendent, the grievance may be brought to the Board of Education. The employee shall have(6) working days from the date upon which the District Superintendent has made his/her decision to request Board consideration. The Board, or a subcommittee thereof, shall hold a hearing within thirty(30) days after the receipt of the grievance.

The Board shall render a decision within ten(10) working days after it holds a hearing.

If the parties are unable to resolve the dispute at this stage, either party may submit the dispute to arbitration. The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association and the cost thereof shall be borne equally by the Union and the employer.

The decision of the arbitrator shall be final and binding on all parties unless within ten(10) days of delivery of the arbitrator's award, the Board of Education determines that the award will have a severe and adverse impact on the school district.

#### **Article XVI 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 XVII 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.

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.

**Article XVIII**  
**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 XIX**  
**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 XX**  
**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 on appropriate bulletin boards which are located in prominent places. Persons working in the district will be considered for any positions for which they are qualified.

**Article XXI**  
**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 that extent. All other provisions of the Agreement will continue to have full force and effect.

**Article XXII  
Length of Agreement**

This agreement shall be effective for the period commencing July 1, 1998 and continuing until June 30, 2003.

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:**

Robert C. Wilcox  
President, Board of Education

9/30/99  
Date

Margaret A. Barnes  
Superintendent

9-27-99  
Date

**CORNWALL CLERICAL WORKERS' ASSOCIATION**

Cheryl Ann Lee  
President

9-13-99  
Date

## 1998-2003 Salary Schedules

### 1998-1999 Salary Schedule

Step	Typist 12 mos	Typist 11 mos	Typist 10 mos	Steno	Account Clerk Purch. Clrk
1	\$15,555	\$14,085	\$12,955	\$15,295	\$15,625
2	\$16,095	\$14,605	\$13,410	\$16,035	\$16,355
3	\$16,635	\$15,125	\$13,865	\$16,775	\$17,085
4	\$17,175	\$15,645	\$14,320	\$17,515	\$17,815
5	\$17,715	\$16,165	\$14,775	\$18,255	\$18,545
6	\$18,255	\$16,685	\$15,230	\$18,995	\$19,275
7	\$18,795	\$17,205	\$15,685	\$19,735	\$20,005
8	\$19,335	\$17,725	\$16,140	\$20,475	\$20,735
9	\$19,875	\$18,245	\$16,595	\$21,215	\$21,465
10	\$20,415	\$18,765	\$17,050	\$21,955	\$22,195
incr	\$540	\$520	\$455	\$740	\$730

Step	Typist 12 mos/4 hrs	Typist 10 mos/4 hrs	Account Clerk 10 mos/4 hrs
1	\$8,890	\$7,405	\$7,440
2	\$9,200	\$7,670	\$7,790
3	\$9,510	\$7,935	\$8,140
4	\$9,820	\$8,200	\$8,490
5	\$10,130	\$8,465	\$8,840
6	\$10,440	\$8,730	\$9,190
7	\$10,750	\$8,995	\$9,540
8	\$11,060	\$9,260	\$9,890
9	\$11,370	\$9,525	\$10,240
10	\$11,680	\$9,790	\$10,590
incr.	\$310	\$265	\$350

Employees advance one step each year. People at maximum receive the equivalent of one step each year.

## 1999-2000 Salary Schedule

Step	Typist 12 mos	Typist 11 mos	Typist 10 mos	Steno	Account Clerk Purch. Clrk
1	\$15,865	\$14,365	\$13,215	\$15,600	\$15,940
2	\$16,415	\$14,895	\$13,680	\$16,355	\$16,685
3	\$16,965	\$15,425	\$14,145	\$17,110	\$17,430
4	\$17,515	\$15,955	\$14,610	\$17,865	\$18,175
5	\$18,065	\$16,485	\$15,075	\$18,620	\$18,920
6	\$18,615	\$17,015	\$15,540	\$19,375	\$19,665
7	\$19,165	\$17,545	\$16,005	\$20,130	\$20,410
8	\$19,715	\$18,075	\$16,470	\$20,885	\$21,155
9	\$20,265	\$18,605	\$16,935	\$21,640	\$21,900
10	\$20,815	\$19,135	\$17,400	\$22,395	\$22,645

incr	\$550	\$530	\$465	\$755	\$745
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Step	Typist 12 mos/4 hrs	Typist 10 mos/4 hrs	Account Clerk 10 mos/4 hrs
1	\$9,065	\$7,550	\$7,590
2	\$9,380	\$7,820	\$7,945
3	\$9,695	\$8,090	\$8,300
4	\$10,010	\$8,360	\$8,655
5	\$10,325	\$8,630	\$9,010
6	\$10,640	\$8,900	\$9,365
7	\$10,955	\$9,170	\$9,720
8	\$11,270	\$9,440	\$10,075
9	\$11,585	\$9,710	\$10,430
10	\$11,900	\$9,980	\$10,785

incr	\$315	\$270	\$355
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Employees advance one step each year. People at maximum receive the equivalent of one step each year.

## 2000-2001 Salary Schedule

Step	Typist 12 mos	Typist 11 mos	Typist 10 mos	Steno	Account Clerk Purch. Clrk
1	\$16,180	\$14,650	\$13,480	\$15,910	\$16,260
2	\$16,740	\$15,190	\$13,955	\$16,680	\$17,020
3	\$17,300	\$15,730	\$14,430	\$17,450	\$17,780
4	\$17,860	\$16,270	\$14,905	\$18,220	\$18,540
5	\$18,420	\$16,810	\$15,380	\$18,990	\$19,300
6	\$18,980	\$17,350	\$15,855	\$19,760	\$20,060
7	\$19,540	\$17,890	\$16,330	\$20,530	\$20,820
8	\$20,100	\$18,430	\$16,805	\$21,300	\$21,580
9	\$20,660	\$18,970	\$17,280	\$22,070	\$22,340
10	\$21,220	\$19,510	\$17,755	\$22,840	\$23,100
incr	\$560	\$540	\$475	\$770	\$760

Step	Typist 12 mos/4 hrs	Typist 10 mos/4 hrs	Account Clerk 10 mos/4 hrs
1	\$9,245	\$7,705	\$7,745
2	\$9,565	\$7,980	\$8,105
3	\$9,885	\$8,255	\$8,465
4	\$10,205	\$8,530	\$8,825
5	\$10,525	\$8,805	\$9,185
6	\$10,845	\$9,080	\$9,545
7	\$11,165	\$9,355	\$9,905
8	\$11,485	\$9,630	\$10,265
9	\$11,805	\$9,905	\$10,625
10	\$12,125	\$10,180	\$10,985
incr	\$320	\$275	\$360

Employees advance one step each year. People at maximum receive the equivalent of one step each year.



## 2001-2002 Salary Schedule

Step	Typist 12 mos	Typist 11 mos	Typist 10 mos	Steno	Account Clerk Purch. Clrk
1	\$16,505	\$14,945	\$13,750	\$16,230	\$16,585
2	\$17,065	\$15,485	\$14,225	\$17,000	\$17,345
3	\$17,625	\$16,025	\$14,700	\$17,770	\$18,105
4	\$18,185	\$16,565	\$15,175	\$18,540	\$18,865
5	\$18,745	\$17,105	\$15,650	\$19,310	\$19,625
6	\$19,305	\$17,645	\$16,125	\$20,080	\$20,385
7	\$19,865	\$18,185	\$16,000	\$20,850	\$21,145
8	\$20,425	\$18,725	\$17,075	\$21,620	\$21,905
9	\$20,985	\$19,265	\$17,550	\$22,390	\$22,665
10	\$21,545	\$19,805	\$18,025	\$23,160	\$23,425
incr	\$570	\$550	\$485	\$785	\$775

Step	Typist 12 mos/4 hrs	Typist 10 mos/4 hrs	Account Clerk 10 mos/4 hrs
1	\$9,430	\$7,855	\$7,900
2	\$9,750	\$8,130	\$8,260
3	\$10,070	\$8,405	\$8,620
4	\$10,390	\$8,680	\$8,980
5	\$10,710	\$8,955	\$9,340
6	\$11,030	\$9,230	\$9,700
7	\$11,350	\$9,505	\$10,060
8	\$11,670	\$9,780	\$10,420
9	\$11,990	\$10,055	\$10,780
10	\$12,310	\$10,330	\$11,140
incr	\$325	\$280	\$365

Employees advance one step each year. People at maximum receive the equivalent of one step each year.

## 2002-2003 Salary Schedule

Step	Typist 12 mos	Typist 11 mos	Typist 10 mos	Steno	Account Clerk Purch. Clrk
1	\$16,835	\$15,245	\$14,025	\$16,555	\$16,915
2	\$17,395	\$15,785	\$14,500	\$17,325	\$17,675
3	\$17,955	\$16,325	\$14,975	\$18,095	\$18,435
4	\$18,515	\$16,865	\$15,450	\$18,865	\$19,195
5	\$19,075	\$17,405	\$15,925	\$19,635	\$19,955
6	\$19,635	\$17,945	\$16,400	\$20,405	\$20,715
7	\$20,195	\$18,485	\$16,875	\$21,175	\$21,475
8	\$20,755	\$19,025	\$17,350	\$21,945	\$22,235
9	\$21,315	\$19,565	\$17,825	\$22,715	\$22,995
10	\$21,875	\$20,105	\$18,300	\$23,485	\$23,755
incr	\$580	\$560	\$495	\$800	\$790

Step	Typist 12 mos/4 hrs	Typist 10 mos/4 hrs	Account Clerk 10 mos/4 hrs
1	\$9,620	\$8,015	\$8,055
2	\$9,940	\$8,290	\$8,415
3	\$10,260	\$8,565	\$8,775
4	\$10,580	\$8,840	\$9,135
5	\$10,900	\$9,115	\$9,495
6	\$11,220	\$9,390	\$9,855
7	\$11,540	\$9,665	\$10,215
8	\$11,860	\$9,940	\$10,575
9	\$12,180	\$10,215	\$10,935
10	\$12,500	\$10,490	\$11,295
incr	\$330	\$285	\$370

Employees advance one step each year. People at maximum receive the equivalent of one step each year.