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#### **Contract Database Metadata Elements**

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SEC 6503

# WESTBURY PUBLIC SCHOOLS

WESTBURY YORK NEW

AGREEMENT BETWEEN V

United Public Service Employees Union -Secretarial Unit

AND THE

**Board of Education** 

OF THE

Westbury Union Free School District

Westbury, New York

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NYS PUBLIC EMPLOYMENT July 1, 2003 - June 30, 2006 RELATIONS BOARD

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#### TABLE OF CONTENTS

ARTI	CLE	PAGE
I.	PREA	MBLE 1
II.	RECO	<b>GNITION</b>
II.	RIGH	TS OF THE UNION
	3.01 3.02 3.03	Check-Off of Dues       1         Professional Conferences and Union Activities       2         Job, Positions and Promotions       3
IV.	EMPI	OYEE RIGHTS AND WORKING CONDITIONS
	4.01 4.02 4.03 4.04 4.05 4.06 4.07 4.08 4.09 4.10 4.11 4.12 4.13 4.14 4.15 4.16	Annual Work Schedule and Duties       3         Work Day       4         Calendar       4         Transfers       4         Seniority       5         Time Off During Working Hours       5         Absence and leave       5         Vacations - Full Time Employees       8         Personnel Files       9         Safety Practices       9         Medical Examinations       9         Protection of Employees       10         Substitute Coverage       10         Workers' Compensation       10         In-service Training       11         Grievance Procedure       12
v.	5.01 5.02 5.03 5.04 5.05	Prior Work Experience 14 Salary Schedule 14 Overtime Pay 15 Method of Payment 15 Longevity 15
VI.	FRIN	IGE BENEFITS
	6.01 6.02	Hospital, Surgical and Major Medical Insurance

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	6.03	Tax Sheltered Annuities	5
	6.04	Pension Benefits	5
	6.05	Life Insurance	5
	6.06	Health Insurance Waiver	5
	6.07	New Benefits	7
VII.	MISC	CELLANEOUS PROVISIONS	
	7.01	Duration of Contract	7
	7.02	Amendment of Contract	7
	7.03	Distribution of Contract	7
	7.04	Replacement Provisions	7
	7.05	Policy	7
	7.06	Negotiations	3
	7.07	Provisions Contrary to Law	3
	7.08	Compliance with Article XIV, Section 204-A, of the Civil Service Law (Taylor Law)	8
	7.09	Job Classification Committee	8
	7.10	Personnel Evaluation	•
	7.11	Sign In/Out	€

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#### ARTICLE I - PREAMBLE

The Board of Education of the Westbury Union Free School District of the Town of North Hempstead and the United Public Service Employees Union - Secretarial Unit recognize a common responsibility for the improvement of the quality of educational services provided to the students and community.

Both parties recognize that they can best attain their common objectives and discharge common responsibilities through mutual consultation and making mutually acceptable decisions in matters of common concern.

Therefore, this agreement is made and entered into on this day of the day of the day of the United Public Service Employees Union-Secretarial Unit (hereinafter referred to as the "Union") and the Board of Education of Westbury Union Free School District, Town of North Hempstead, Nassau County (hereinafter referred to as the "Board").

#### **ARTICLE II - RECOGNITION**

The Board hereby recognizes the United Public Service Employees Union -Secretarial Unit as the exclusive representative of clerical personnel of the district, as such term is hereinafter defined for collective negotiations and the administration of grievances. The term "clerical personnel" shall include all Clerks, Clerk-Typists, Stenographers, Senior Clerks, Account Clerks, Senior Stenographers, Senior Account Clerks, Internal Auditor, Switchboard Receptionists, Principal Account Clerks, Administrative Assistants and Assistant Supervisor for Transportation. The position of Secretary to the Superintendent, the Senior Stenographer in the Superintendent's office and the Secretary to the Assistant Superintendent for Curriculum, Instruction and Personnel shall be excluded from this unit. Bilingual titles shall be grouped in the salary schedule under its respective title.

It is understood that part-time employees, compensated on an hourly basis, are not included in the said unit. It is also understood that no part-time employee compensated on an hourly basis will be allowed to work more than 17 ½ hours weekly.

#### ARTICLE III - RIGHTS OF THE UNION

#### 3.01 Check off of Dues

The Board shall deduct from the salary of any employee who is included in the unit described in Article II of this agreement but who is not a member of the Union, an amount equivalent to the dues payable by a member of the said Union and that said deduction shall be made in equal installments in accordance with the payroll dates commencing with July 1, 1999. The Board shall transmit the money so collected to the Union simultaneously with the transmission of the dues deducted as provided in the following paragraph.

- A. The Union agrees to indemnify and hold the Board harmless from any loss or expense arising from any action of claims against the Board because of the implementation of the Agency Shop Law (Civil Service Law, Sec. 208-3 (b)) pursuant to this agreement. This indemnification shall include, but is not limited to, losses arising from a determination that the Agency Shop Law is unconstitutional, and from claims of employees alleging unlawful deductions from salaries under this agreement and losses incurred in the event that the Unions refund procedure is challenged. It is understood that in lieu of payment of counsel fees, the Union shall provide attorneys to defend the District, should it become necessary.
- B. The procedure for Agency Shop Fee refund as adopted by the Union on May 8, 1979, shall be adhered to, and in the event that any non-member of the Union shall question the right of the Union to the expenditure of his or her portion of any part of an agency shop fee deduction which represents the employee's pro-rata share, if any, of expenditures of the organization in aid of activities or cause of a political or ideological nature only incidentally related to terms and conditions of employment, such objection shall be made if any at all, by the objector individually notifying the Union President and Treasurer of their objection by registered or certified mail during the period between September 1 15 of each year, for agency fee monies deducted in the prior year, in accordance with the provisions of Section 3b of Section 201 of the Civil Service Law, as amended.

#### 3.02 Professional Conferences and Union Activities

A. The Union shall be authorized to send two (2) members of their group to the Educational Secretaries Conference.

Expenses to this conference, to the extent of \$150.00 per employee and not exceeding \$300.00 per contract year in total, shall be paid by the Board. Application for attendance at said conference shall be filed by the Union with the Superintendent of Schools, and such application shall be in writing specifying the particular members who are to attend the conference. The said members shall be approved by the Superintendent except where their particular work demands are such as to prevent their attendance. Approval must be made by the Superintendent of Schools within one week after the said notification. In the event that the Superintendent disapproves because of the work demands, the particular circumstances thereof shall be given to the Union. The Union shall have the option of submitting alternate members for attendance at the said conference. In the event that the \$300.00 mentioned above, or any part thereof, is not expended, the remaining sum may be used towards all expenses for attendance at the annual In-service Training Seminar at the State University of New York in New Paltz, or bona fide training sessions offered by an educational secretaries association.

B. The Union has the right to use school facilities for Union meetings only after duty school hours.

- C. No member of the Union shall be penalized in any way for participation in the activities of the Union so long as those activities are within the law and regulations of the State of New York and the agreed upon regulations of this School District.
- D. Recognizing as they do their respective responsibilities for the education of the children of the community, the parties accept their obligation during the term of this agreement to assure the uninterrupted operation of the school system as set forth in the Public Employees Fair Employment Law of 1969.
- E. Two (2) unit officers shall each be entitled to four (4) paid UPSEU conference days per annum for the purpose of attending UPSEU training programs.

#### 3.03 Job, Positions and Promotions

When a position covered by this agreement becomes vacant, or is created, due and sufficient notice shall be given to all personnel covered by this agreement. Said notice shall contain the following:

- 1. Job description;
- 2. Qualifications for the position;
- 3. Salary group in which the position or positions are to be placed;
- 4. Civil Service Test Classification required.

Employees covered by this agreement may apply for said positions, and such applicants will be given preference over other applicants, if sufficiently qualified, including civil service requirements. Final decision as to selection shall be made by the Superintendent of Schools. The Superintendent of Schools shall notify the Union, in writing, of the appointment made to the position.

#### ARTICLE IV - EMPLOYEE RIGHTS AND WORKING CONDITIONS

#### 4.01 Annual Work Schedule and Duties

- A. Full-time twelve month clerical employees shall work 52 weeks per year with vacation allowance as provided.
- B. The scheduling of the work of any member of the operational unit shall be at the discretion of the district, and dependent upon the times when such services are needed by the district. It is assumed that operational employees with similar duties will not necessarily work on the same schedules.

C. The Superintendent of Schools or his designee shall arrange for adjusted work day schedules during holiday and summer periods.

#### 4.02 Work Day

- A. Under normal conditions, the work week will be 35 hours, consisting of 7 hours per day, exclusive of lunch time, 5 days per week, Monday to Friday, inclusive.
- B. During July and August, the regular work day shall be 5 hours, exclusive of lunch time. This shall also apply during the Easter/Passover recess.
- C. Summer Hours -Unit members hired after February 12, 1997 shall work a thirty-five (35) hour week, all year.

Employees on payroll as of February 12, 1997 shall continue to have a reduced work week of twenty-five hours (25) during summer recess (July and August) and the Passover/Easter recess workday shall remain 8 a.m. to 1 p.m. Monday to Friday for employees current (on payroll) as of February 12, 1997.

The school district hereby guarantees each current employee that the work week of 25 hours during the summer months and Passover/Easter recess shall continue for the duration of their employment with the school district. Such guarantee shall be memorialized in individual personal service contracts to be executed by the school district, as well as the individual employees, and the union, jointly and severally, and shall be annexed hereto as Appendix E.

#### 4.03 Calendar

(Appendix B Holidays) Effective July 1, 1997, the unit shall be entitled to 26 holidays per year. Under no circumstances will the Friday before Labor Day weekend be approved as one of such holidays.

Any deviation from the said calendars, except for the closing of school because of inclement weather, or other emergencies, shall be subject to negotiations with the Union.

Effective July 1, 1988, in the event that "snow days" are not utilized during the school year, such days shall be non-working days to be taken on the same days that schools are closed pursuant to the teacher calendar.

#### 4.04 Transfers

Since each employee is employed by the Westbury School District, the employee may be reassigned to any job in their field of work, or to any building when such assignment shall be in the best interests of the school district. Transfers will be based on seniority, performance and the attendance

record in accordance with Civil Service Rules and Regulations. Requests for transfers will be considered by the Central Administration Office in the light of recommendations made by the administrators involved. Final decisions will be made by the Superintendent of Schools, based upon district-wide needs of the educational program.

#### 4.05 Seniority

- A. All employees who are appointed from a Civil Service list are afforded the protection of Section 75 of the Civil Service Law, and are subject to the disciplinary action provision for incompetency or misconduct as set forth in said section. All non-competitive class employees having been employed for one or more years shall be subject to disciplinary action for incompetency or misconduct pursuant to the procedure established in Section 75 of the Civil Service Law.
- B. Seniority shall be determined from the date of original full time employment, uninterrupted by resignation or other termination of employment. However, interruption of service by reason of layoff shall not be deemed an interruption for the purpose of determining seniority.

In determining seniority of part-time employees, the date of original employment, whether such employment was part-time or full time, shall apply.

Seniority gained in part-time employment shall not be applied in determining seniority for full time employment.

C. Where layoffs may be required, the least senior employee shall be first laid off providing the residual more senior employees can fully and adequately perform the jobs of any less senior employees who may otherwise be laid off. Thus, as a general rule, seniority shall be observed except where job skills, experience, training, ability and the like require exceptions to seniority.

#### 4.06 Time Off During Working Hours

- A. Employees shall be allotted one rest period of 15 minutes daily, as agreed upon between the Union and the Superintendent of Schools at such times as are designated by the immediate supervisor.
- B. Every employee covered by this agreement shall be entitled and shall be assigned to a lunch period of one hour in length.

#### 4.07 Absence and Leave

A Each employee covered by this contract shall be entitled to 1 ½ days per month of sick leave up to eighteen days per year, with no limit on accumulation of unused sick leave. Ten month employees shall receive a maximum of fifteen days per year. Each employee may draw on

their cumulative sick leave when the number of days allotted to them for the year has been exhausted.

For the first year of employment, new employees shall accrue sick leave at the rate of 1 ½ days per month. At the commencement of the 2nd year of employment and thereafter, the annual sick leave entitlement shall be credited at the beginning of the work year.

The District may require an employee who is absent four or more consecutive days to produce a doctor's note.

B. All current or accumulated sick leave days may be taken with pay for personal illness. For so long as an employee is confined to their own local residence, or to a local hospital or institution for treatment, no doctor's certificate will be necessary as proof of illness. Immediately after return from absence, the employee shall complete a personal statement form as to reason for absence.

When an employee sojourns to places remote from Westbury for convalescence, the Board reserves the right to request regular reports from the physician as to the condition of health of the employee and as to the probable date of their clearance to return to their job.

- C. A maximum of two days shall be allowed each year for personal business which must be of such a nature as cannot be scheduled for a time other than during working hours. Personal leave shall not be used to extend vacation periods or holidays. Requests for personal leaves immediately before or after vacation periods or holidays must be accompanied by a statement of general reasons such as, but not limited to, "Legal", "Religious", "Emergency", or "Family Obligations". Unused personal days shall be added to the employee's unused sick leave days.
- D. A maximum of four days of the sick leave days may be allowed annually for quarantine, illness in the immediate family, death or impending death in the immediate family.

The term "immediate family" shall consist of spouse, child, or resident stepchild, parent, resident stepparent, or other who may be of equal close relationship even though not a blood relative.

E. Leave of absence due to impending death, or death in the immediate family, quarantine, illness in the immediate family, may be granted when requested by the employee and approved. Such leaves may not be for more than four (4) days of sick leave annually. Members of the immediate family shall include: father, father-in-law, mother, mother-in-law, spouse, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepchild and/or ward. Also, the following, if a resident in the home of the employee: aunt, uncle, niece, and nephew. All leaves for death in the family are for the specific purpose indicated. Proof of death may be required.

- F. Time taken by the employee for the observance of religious holidays shall be deducted from the number of annual approved sick leave days.
- G. Employees who leave the services of the Westbury Schools before the completion of a full calendar year of work and who shall have used more than that 1 ½ days per month of approved leave shall, by deduction from the final paycheck, reimburse the school district for the excess days used at the per diem rate of 1/260 of the annual wage for twelve month employees, or 1/200 of the annual wage for ten month employees. Accumulated sick leave will have no cash value should any remain upon termination of services, except as provided in J herein below.
- H. An employee required to serve on a jury shall do so without loss of pay for time so lost from regular employment. The District will pay the employee the difference between their jury pay allowed and their regular school salary with employees retaining any transportation monies provided by the courts.
- I. Personnel who must be absent shall notify their immediate supervisor on the day prior to absence, if possible, and except in case of emergencies on the morning of illness not later than one hour before the starting time of the job.
- J. Effective July 1, 2003, upon an employee's retirement from service in the district, the said employee shall receive a sum of money equal to the employee's daily rate of salary during the year in which the employee retires multiplied by 50% of their accumulated sick leave days, provided they have at least 101 sick days so accumulated. There will be no compensation hereunder if the retiree has accumulated less than 101 sick days at the time of retirement. If an employee dies before his or her retirement, the compensation that would be due him or her had he or she retired, will be paid to his or her designated beneficiary. If no beneficiary has been designated, the payment will be made to the deceased employee's estate.
- K. Leave of Absence for Extended Illness: The employee whose illness extends beyond the period compensated by accumulated sick leave days shall be granted a leave of absence without pay for a period of time not to exceed three years or until completely recovered from the illness, whichever is shorter.

Upon recovery, the employee shall be entitled to return to work and shall be assigned the same position they had when they left, if the position is still in existence and if not, a position in their area. During their absence for illness, they shall suffer no loss of civil service and seniority rights or any other benefits they had, when they became ill.

The employee on extended leave shall notify the Superintendent of Schools as to their intention to return not later than thirty (30) days prior to the date of their return to work.

#### L. Child Rearing:

- 1. A unit member shall be granted, upon written request, a child rearing leave, which shall include the use of sick days for a period of medically attended disability immediately followed by unpaid child rearing leave of up to one (1) year. Such leaves shall not be consecutive.
- 2. Requests for child bearing/rearing/adoption leave shall be made, where possible at least sixty (60) calendar days before the commencement of the leave. A unit member on leave shall notify the District, in writing, at least two (2) months prior to the end of the leave regarding the intention of returning to their position with the District.
- 3. If it is the intent of the unit member not to return upon the completion of the leave, the unit member shall submit a letter of resignation with the effective date of the conclusion of the leave just completed.

#### 4.08 Vacations - Full Time Employees

- A. After one year of employment, the employee is entitled to ten (10) working days of vacation. All vacation periods must have the approval of the immediate supervisor and the Superintendent of Schools to be sure that there is no conflict with performance of necessary work. However, the immediate supervisor and the Superintendent of Schools shall not abuse their discretion with respect to the granting of the vacation schedule for a particular employee. It is understood that the workload in the schools is heaviest during the period September 1 to June 30. All vacation periods shall be considered on the basis of the workload. The decision shall also take into consideration the needs of the employee.
- B. For the employee of less than one year of service, vacation time will be allotted at the rate of one day for each month of service, up to a maximum of ten (10) days.
- C. After five years of employment, the employee is entitled to fifteen (15) working days of vacation.
- D. After ten years of employment, the employee is entitled to twenty (20) working days of vacation.
- E. It is not to be construed or inferred that these vacation benefits are allowable to ten or eleven month employees, or any other than a twelve month employee under contract with the Board of Education of the Westbury Union Free School District.

F. Members of the bargaining unit shall give thirty days' notice of their intent to take vacations, except for any unforeseen circumstances. In addition, vacation days shall be taken during non-student contact days (Summer or Easter/Passover Recess) as follows:

Five days if the member is entitled to four weeks' vacation Four days if the member is entitled to three weeks' vacation Three days if the member is entitled to two weeks' vacation

- G. Attached is a memorandum dated September 8, 1976 which explains the procedural aspects of vacations under this Article 4.08 as requested by the President of the Unit. It is marked Appendix D.
- H. An employee may bank or receive payment for up to 50% of the employee's annual vacation.

#### 4.09 Personnel Files

Upon the request of any employee covered by this contract, such employee shall be permitted to examine their personnel file.

No material shall be placed in an employee's personnel file unless that employee has had an opportunity to read the material. The employee shall acknowledge that they have read such material by affixing their signature to the actual copy to be filed, with the understanding that such signature signifies that they have read the material to be filed and does not necessarily indicate agreement with its content.

The employee shall have the right to answer any material filed and their answer shall be attached to the file copy.

#### 4.10 Safety Practices

The parties recognize the necessity of the following good safety practices in all job classifications. The Board will provide adequate equipment and maintain both equipment and working conditions in a safe manner. Any condition which is felt to be unsafe shall be reported to the Administration, promptly investigated and corrections made where required.

#### 4.11 Medical Examinations

A. The Board shall require that each new employee covered by this contract shall be expected to have a physical examination before they begin employment, including a chest X-ray or other proof of freedom from tuberculosis as determined by medical test.

All costs of such pre-employment examination are to be borne by the Board if done by a school doctor. The Board shall pay \$10.00 to the employee who uses their own physician for their examination.

- B. All employees shall have an examination of the type described in paragraph "A" of this section no less than once every three (3) years. Costs of this examination are to be borne as described in paragraph "A".
- C. Any member of the operational clerical staff whose physical condition or level of illness, or absenteeism, is such, in the opinion of school authorities, as to seriously interfere with services to the school system, or to jeopardize the health or safety of pupils or other staff, may be required to have a special physical examination by a physician appointed by the Board within thirty (30) days of such request.
- D. In case of an unsatisfactory health examination report, consultation shall be held between the Superintendent, district physician, and the employee as to steps to be taken to foster and to protect the interests of the employee, the pupils, and the Board of Education.

#### 4.12 Protection of Employees

If an assault on an employee occurs in connection with their employment, and results in loss of time, the employee shall be paid in full for lost time for the term of this agreement. Any Worker Compensation benefits due to the employee during this period shall be paid to the district to the extent of the amount paid out by the district.

#### 4.13 Substitute Coverage

It is recognized that occasionally an employee or employees may be absent from a group assignment. In such event, the Administration will attempt to promptly provide substitute coverage for such absence(s). Should such coverage not be available, it is further recognized that the remaining group of employees may be required to work additional hours for which they will be paid or may have their regular job duties postponed so that necessary services may be provided. An employee assigned to perform work under this paragraph in a higher classification for longer than five (5) consecutive working days shall be paid at the rate of the higher classification.

#### 4.14 Workers' Compensation

- A. All employees covered by the contract shall be protected under the Workers' Compensation Law of New York State.
- B. An employee who is injured in the course of his/her employment with the Westbury Public Schools, and is receiving weekly compensation as provided by the New York Workers' Compensation Act, shall be granted sick leave benefits commencing with the day following such

injury, and continue within the life of this contract for the length of the injury, as determined by the School Medical Examiner or the termination of the case through a settlement by the Industrial Board, whichever is earlier. Such employee shall receive as sick leave benefits, in addition to the weekly compensation provided by the New York Workers' Compensation Act, the difference between her base pay and weekly compensation.

- C. Employees will provide reasonable medical documentation with sufficient specificity regarding condition, treatment, prognosis and limitations, as requested by the District in connection with any Workers' Compensation leave exceeding four weeks.
  - D. No days shall be deducted from the employee's eligible sick leave for such injury.
- E. Days shall be deducted from employee's sick leave beginning with the date due to return according to the recommendation of the School Medical Examiner.

#### 4.15 In-Service Training

- A. Whenever new software, upgrades, computers, etc. are purchased by the District which members of the unit are expected to run efficiently, or an employee is transferred to a new position that will require the operation of new or unfamiliar software/hardware, the Board will provide, and each employee will be expected to engage in, in-service training programs.
- B. Effective July 1, 1999 for every ten (10) credits as hereinafter defined, an employee shall receive a salary increase of \$400.00. One full credit shall be granted for fifteen (15) hours of in-service instruction; therefore it will take one hundred fifty (150) hours of instruction to be eligible for this stipend. These increases shall not affect the salary step on which the member of the unit is placed.
- C. Effective July 1, 1999 for every six (6) credits earned due to the successful completion of a course taken in an accredited college, or university an employee shall receive a salary increase of five hundred (\$500.00). These increases shall not affect the salary step on which the member of the unit is placed.
  - Effective July 1, 2004, courses which bear a reasonable relationship to the bargaining unit member's ability to perform the functions of his/her position shall be granted salary credit. Examples of such courses include Business Administration, Foreign Language, Psychology and Technology. In addition, effective July 1, 2004, an employee may receive salary credit for a maximum of three courses in any contract year (July 1 June 30).
- D. All expenses for in-service courses will be borne by the District. However, courses taken in a college or university will be paid for by the employee.

E. Certificates of satisfactory completion for the above shall be submitted to the Superintendent who will facilitate payment to the employee as soon as applicable.

#### 4.16 Grievance Procedure

No employee shall be harassed by any administrator or other employee of the District.

#### A. Definitions:

- 1. "Grievance" shall mean any claimed violation, disagreement, or dispute with respect to the application of the terms of this contract.
- 2. "Party aggrieved" shall mean anyone covered by this agreement, or a group thereof having the same grievance or the Union.
- 3. "Immediate Supervisor" shall mean the individual to whom the employee is directly responsible.
  - 4. "Principal" shall mean an individual in charge of a particular school building.
  - 5. "Chief Administrator" shall mean the District Superintendent.
- 6. "Representative" shall mean an individual designated by the Union to act on behalf of the party aggrieved throughout the grievance proceeding, or at any stage thereof.
- 7. "Days" shall mean those days in which the schools of the district are in session.

#### B. Right to Present Grievances:

A party aggrieved shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

#### C. Determination of Grievances:

Any claimed grievance may be presented and determined in the following manner:

Stage I - The party aggrieved may, either orally or in writing, present their grievance to their immediate supervisor, who shall confer with the party aggrieved, and the party aggrieved's representative, if a selection of a representative is made by the party aggrieved, with a view to arriving at a mutually satisfying resolution of the complaint. Whenever a grievance is presented, which would involve the application or interpretation of the terms of this agreement, or would affect the conditions of employment of clerical personnel, aggrieved party shall notify the Union so that it may be represented at the conference.

The immediate supervisor shall render their determination to the party aggrieved and their representative, if any, within five (5) days after the grievance has been presented. Where the

grievance has been presented in writing, the decision shall be in writing. In the event that the grievance is based upon some act or omission on the part of the immediate supervisor, the aggrieved party at their option may institute the grievance proceeding initially at Stage  $\Pi$ .

Stage II - If the immediate supervisor is not the Superintendent of Schools and the grievance is not resolved at Stage I, the party aggrieved, personally or by her/his representative, may make a written request to the District Superintendent or her/his designee within five (5) days after the receipt of the decision of the immediate supervisor. The request for review by the District Superintendent shall be in writing and shall set forth the act or condition and the grounds upon which the grievance is based. The District Superintendent shall immediately notify the immediate supervisor to submit written statements to her/him within five (5) days setting forth the determinations previously rendered by the immediate supervisor and her/his reasons therefore. The District Superintendent or her/his designee shall render her/his determination within ten (10) days after the statement of the immediate supervisor has been received by her/him. Where the grievance involves the application or interpretation of the terms of this agreement or affects the conditions of employment of those employees covered by this agreement, the Union shall be notified of the Stage II proceedings by the District Superintendent, be furnished with copies of all communications made and received at this Stage, and shall have the right to submit any evidence or arguments in writing to the District Superintendent.

Stage III - If the grievance is not resolved by the Superintendent, as provided in Stage II, the aggrieved party may submit the grievance to the Board, within five (5) school days after the decision of the Superintendent is rendered. Within ten (10) school days after the conclusion of the hearing before the Board, the Board shall render its decision in writing. If the grievant is not satisfied with the decision of the Board, the grievant shall, within five (5) school days, so notify the Board in writing, stating all grounds upon which his/her dissatisfaction is based. Within thirty (30) school days after receipt of written notice as aforesaid the dispute shall be submitted to an arbitrator for an advisory opinion. The arbitrator shall be selected under the rules and regulations of the American Arbitration Association.

The opinion of the arbitrator shall be advisory in nature, rather than final and binding. The parties agree, however, carefully to consider the opinion in determining the final disposition of the grievance under review. The arbitrator shall not add to, delete, modify or amend any of the provisions of this Agreement and shall limit his/her opinion to the interpretation and application of this contract. The cost of advisory arbitration shall be shared equally by the Board and the Union.

#### D. Miscellaneous Provisions

- 1. No decision rendered under these procedures shall be contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable rules or regulations having the force and effect of law.
- 2. Nothing contained in this grievance procedure shall be construed to deny to any person or organization the rights under the law of the State of New York, the United States or any regulation of the Commissioner of Education of the State of New York.

- 3. No aggrieved party may be represented at any stage of the grievance proceeding by an organization or association other than the Union.
- 4. No written grievance will be entertained as described in this Article, and such grievance will be deemed waived unless a written grievance is forwarded at the first available stage within forty-five (45) school days after the employee knew or should have known of the act or condition on which the grievance is based.
- 5. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

#### **ARTICLE V - SALARIES**

#### 5.01 Prior Work Experience

Any clerical personnel new to the District and appointed by the Board may be granted salary step credit up to step 6 for prior related clerical experience so long as such experience was within the 10 years prior to appointment to the District.

A. In the event prior work experience is granted to any new employee, the basis of the credit to be given shall be set forth in writing and sent to the President of the Unit. The said explanation shall set forth the basis for granting step placement with respect to the new employee.

#### 5.02 Salary Schedule

All employees covered by this agreement shall be paid salaries for the period July 1, 2003 through June 30, 2006, in accordance with Schedule C, C-1, C-2 and C-3 and annexed hereto and made a part hereof.

Incremental advance shall be paid to all employees on July 1, 2003, July 1, 2004, and July 1, 2005, and July 1, 2006. Wages shall be increased as follows:

Effective July 1, 2003

Effective January 1, 2004

Effective July 1, 2004

Effective January 1, 2005

Effective July 1, 2005

Effective January 1, 2006

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Employees in Steps 1 through 9 shall move one (1) step annually (i.e., 3 to 4; 4 to 5; 6 to 7; etc.)

Employees in Steps 10 through 20 shall move one (1) step annually (i.e., 10 to 12; 12 to 14; 16 to 18; etc.)

Effective July 1, 2004, Step 25 shall be created. It shall be \$1,000 greater than the prior step.

#### 5.03 Overtime Pay

- A. Effective immediately, members of the unit who are required to and actually work more than 35 hours in any one week, will be paid at an overtime rate at time and one half, whether during the summer months or at any other time during the year, with the exception of Group IV employees who will continue to work at straight time until 40 hours as per contract. Any work by a member of the unit beyond the basic 35 hours per week must have the prior approval of their immediate supervisor.
- B. Work performed on a contractually recognized holiday shall be paid for at time-and-one-half.

#### 5.04 Method of Payment

Salary payment for all employees covered by this agreement will be made on every other Friday, commencing with the second Friday in July. If, during the term of this agreement, a district-wide change in the method of payment is being planned, the Union will be consulted.

#### 5.05 Longevity

Effective July 1, 2003, longevity payments shall be made to employees who have or may reach, subsequent to July 1, 2003, the year of service set forth below. Such payment shall not become part of employees base rate of pay.

```
10 Years - $1,100.00
```

The employee may elect to defer payment of the aforesaid payment to a later year. In the event of the death of the employee, said payment shall be paid to the estate or representative of the employee.

#### **ARTICLE VI - FRINGE BENEFITS**

#### 6.01 Hospital, Surgical and Major Medical Insurance

- A. All full-time employees covered by this contract are eligible to enroll in the district's group health insurance plan.
- B. The Board will provide a health insurance plan known as the "New York State Employees Health Insurance Program" including major medical benefits.
- C. Clerical personnel who shall be covered by the said plan, shall be required to pay 20% of the cost of all premiums for the said plan.
- D. An employee who is retired or who retires after at least 20 years of service in the Westbury School District shall be entitled to be covered under the said health insurance plan, the full

<sup>15</sup> Years - \$1,375.00

<sup>20</sup> Years - \$1,650.00

<sup>25</sup> Years - \$2,200.00

cost thereof to be paid by the Board. The employee may apply for life insurance benefits so long as they are available subject to the approval of the carrier and provided the employee pays the full cost.

#### 6.02 Dental Insurance

- A. The Board will provide a dental plan with benefits at least equal to the benefits of the dental health plan of the Equitable Life Assurance Society of the United States, a group policy #61160D, existing on June 30, 1976.
- B. Clerical personnel who shall be covered by said dental health plan, shall be required to pay 20% of the cost of all premiums for the said plan.

#### 6.03 Tax Sheltered Annuities

All full-time employees covered in this agreement shall be eligible to participate in the tax sheltered annuity presently administered by the Equitable Life Assurance Society and any additional companies authorized by the District.

#### 6.04 Pension Benefits

The Board on behalf of Civil Service employees shall participate in the 75-I Retirement Plan, effective April 1, 1977. The Board of Education on August 17, 1983 adopted a resolution implementing Section 41J of the Retirement and Social Security Law.

#### 6.05 Life Insurance

The Board will provide a group life insurance policy which will provide each employee with a benefit equal to their annual salary.

#### 6.06 Health Insurance Waiver

A unit employee enrolled in the Health Insurance Plan as of July 1, 2000 or those enrolling subsequent to said date, shall have the option of terminating their participation.

Any unit member electing to waive their health insurance shall be compensated at the rate of fifty (50) percent of the District's premium contribution in effect on July 1<sup>st</sup> of the year in which insurance is waived, with payment made by July 30<sup>th</sup> of the subsequent school year.

Unit members who wish to re-enter the plan or who lose coverage from the other source shall be entitled to re-enter the health plan. Re-entry to the health plan shall be permitted as designated by the plan provisions.

#### 6.07 New Benefits

Should an Optical Plan and/or a Disability Plan be provided by contract to any other bargaining unit, then such benefits will be provided to the members of the UPSEU - Secretarial Unit, effective the same day.

#### ARTICLE VII - MISCELLANEOUS PROVISIONS

#### 7.01 Duration of Contract

This agreement shall be effective July 1, 2003 and shall continue in full force and effect through June 30, 2006, and negotiations relating to this contract shall not be reopened during this period, except as hereinafter provided.

#### 7.02 Amendment of Contract

This agreement may not be modified, changed or amended, either in whole or in part, except by an instrument in writing duly executed by both the Board and the Union, and no departure from any provisions, or terms of this agreement, by either party or by their respective officers, agents or representatives, or by individual members of the Board or the Union, shall be construed to constitute a waiver of any of the provisions hereof, or the right to enforce any such provision.

#### 7.03 Distribution of Contract

Copies of this agreement shall be duplicated at the expense of the Board and distributed to all clerical employees now employed or hereafter employed by the Board.

#### 7.04 Replacement Provisions

This agreement shall supersede any Board policy, by-law, administrative rule or regulation or practice which shall be contrary or inconsistent herewith. The terms contained in any individual agreement heretofore in effect, which may be contrary or inconsistent, shall not prevail. Any contract thereafter made with individual employees shall be made expressly subject to the terms of this agreement.

#### 7.05 Policy

- A. The Board agrees that it shall not alter, modify or change existing policy, nor shall it enact new policy which may affect compensation, hours or other terms and conditions of employment not covered by this agreement without first notifying the Union, in writing, of its intention thereof.
- B. The Board agrees to enact all necessary policy and cause to be promulgated all necessary administration regulations required to give effect to the terms of this agreement.

#### 7.06 Negotiations

On or after November 1, 2005, either party may notify the other, in writing, that negotiations are required for the agreement to succeed this agreement. The notice shall set forth the items upon which negotiations are required. Within five (5) days after delivery of said notice, the other party may submit to the first party, in writing, those items upon which that party seeks negotiations. Negotiation meetings between the parties shall commence within ten (10) days thereafter.

#### 7.07 Provisions Contrary to Law

If any provisions of this agreement or any application of any provision of this agreement to any employee or group of employees shall be found contrary to law, by any court of competent jurisdiction whose decision shall not have been appealed within the time permitted for said appeal, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications of the agreement shall continue in full force and effect.

#### 7.08 Compliance with Article XIV, Section 204-A, of the Civil Service Law (Taylor Law)

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

#### 7.09 Job Classification Committee

A committee, composed of 2 employees appointed by the Union and 2 persons appointed by the Superintendent of Schools, shall be created in order to consider restructuring the secretarial job classifications of the district. This committee shall make advisory recommendations to the Superintendent for implementation after the expiration of this contract. The Committee shall meet upon the call of at least 2 members at a time which shall not interfere with the regular duties of its members.

<u>Committees:</u> The parties agree to establish the following committees with two representatives from the administration as follows:

- A. Evaluation Committee to discuss and develop an evaluation form and procedure.
- B. Professional Development to review and evaluate <u>in service</u> course opportunities.
- C. Labor Management committee to meet at least twice each year to discuss matters of mutual concern

#### 7.10 Personnel Evaluation

The secretarial employees evaluation report attached as Appendix "A" shall be implemented in the 1999-2000 school year.

#### 7.11 Sign In/Out

Employees shall wear identification badges and shall be required to sign in/out when they enter or leave the building. They shall not be required to indicate the times of signing in/out.

7.12 REPRESENTATIVES OF BOTH PARTIES UNDERSTAND THE PROVISIONS OF THE TAYLOR LAW AND AGREE BY AFFIXING THEIR SIGNATURES ON THIS DOCUMENT THAT THEY WILL AFFIRMATIVELY SUPPORT APPROVAL AND/OR RATIFICATION OF ITS TERMS. THE PARTIES UNDERSTAND THAT THE TERMS OF THIS MEMORANDUM OF AGREEMENT ARE SUBJECT TO RATIFICATION BY THE UNIT MEMBERS AND APPROVAL OF THE BOARD OF EDUCATION.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

FOR THE UNION:

FOR THE DISTRICT:

Dr. Constance R. Clark

Kevin K. Boyle, Jr., President

United Public Service Employees Union -

Secretarial Unit

Linda Papaleo, Unit President

d#399146

### APPENDIX "A"

#### APPENDIX "B"

#### Holidays

The following holidays will be included in the annual work calendar for unit members. Such holidays will be included as non-working days if they do not fall on the weekend. A total of twenty-six (26) days will be granted each year.

The holidays set forth herein below shall form the basis of part of the twenty-six (26) days to be agreed upon between the Assistant Superintendent of Schools for Business and Management and the President of the Union.

Independence Day
Feast of the Assumption
Labor Day Weekend
Labor Day
Rosh Hashanah
Yom Kippur
Columbus Day
Veterans' Day
Thanksgiving Recess
Christmas Recess
New Year's Day
Lincoln/Washington Recess
Easter/Passover Recess
Memorial Day
Martin Luther King Day

#### **APPENDIX "C"**

July 1, 2003 - December 31, 2003 [Insert Salary Schedule]

Appendix "C-1"
January 1, 2004 - June 30, 2004
[Insert Salary Schedule]

Appendix "C-2"
July 1, 2004 - December 31, 2004
[Insert Salary Schedule]

Appendix "C-3"
January 1, 2005 - June 30, 2005
[Insert Salary Schedule]

Appendix "C-4"
July 1, 2005 - December 31, 2005
[Insert Salary Schedule]

Appendix "C-5"
January 1, 2006 - June 30, 2006
[Insert Salary Schedule]

#### APPENDIX "D"

TO:

Dr. Joseph A. Laria

FROM:

Francis P. McDermott

Superintendent of Schools

SUBJECT:

Vacation Allowance

The subject of vacation allowances, as written in our contracts, can be difficult to interpret. It is imperative that we understand the intent.

As I read the contracts, provisions are made for two weeks' vacation up to a certain point, at which time the employee becomes eligible for three weeks' and eventually for four weeks' vacation.

In the case of the secretaries, there is a 5 year span of 2 week vacations, a 5 year span of 3 week vacations and subsequently 4 week vacations.

A real problem arises when someone starts employment after the beginning of the school year in July. To use the secretarial vacation allowance as an example, there is a provision, as I said before, of 5 years with a 2 weeks, vacation allowance. A person who joins the staff in July, August, or September would have completed 10 months of service by June 30 of the following year. Then, she would be entitled to 10 days (2 weeks) vacation in the school year which begins July 1,.

An employee hired from October through June would be entitled to a vacation of one-day-per-month to be taken on or after July 1, following the school year in which he or she was employed. it would be my judgement that, whether the person were hired in July, or any time throughout a school year, it would count as his or her first year of employment in the district.

FM:bd

#### APPENDIX "E"

[BLANK]

#### Secretarial Salary Schedule July 1, 2003 - December 31, 2003

Step	Group I	Group II	_Group III	Group IV
1	27,788	28,785	29,939	37,105
2	28,785	29,784	30,933	38,098
3	29,784	30,782	31,933	39,103
4	30,781	31,775	32,929	40,097
5	31,775	32,929	33,931	41,094
6	32,929	33,773	34,921	42,086
7	33,773	34,771	35,923	43,090
8	34,771	35,771	36,921	44,086
9	35,771	36,766	37,911	45,081
10	36,766	37,757	38,917	46,081
12	38,954	39,180	41,097	48,262
14	40,098	41,097	42,250	49,412
16	41,247	42,243	43,398	50,567
18	42,397	43,398	44,550	51,717
20	43,551	44,550	45,703	52,869
20 (21)	43,551	44,550	45,703	52,869
22	45,460	46,461	47,609	54,778
22 (23)	45,460	46,461	47,609	54,778
24	47,555	48,556	49,708	56,877

Group I: Clerk, Clerk Typist, Internal Auditor, Switchboard Receptionist

Group II: Stenographer, Senior Clerk, Account Clerk

Group III: Senior Stenographer, Senior Account Clerk

Group IV: Administrative Assistant, Principal Acct. Clerk, Asst. Sup. For Transportation

#### Step movement:

All unit employees on Steps 1 through 20 shall, effective July 1, 1999, move one (1) step annually.

Employees on Steps 1 - 9 shall move one (1) step annually (i.e.: 3 to 4, 4 to 5, 6 to 7, etc.).

Employees on Steps 10 through 20 shall move one (1) step annually (i.e.: 10 to 12, 12 to 14, 16 to 18, etc.).

Employees who moved July 1, 1999, shall have no additional movement until July 1, 2000.

#### Secretarial Salary Schedule January 1, 2004 - June 30, 2004

Step	Group I	Group II	Group III	Group IV
1	28,316	29,332	30,508	37,810
2	. 29,332	30,350	31,521	38,822
3	30,350	31,367	32,540	39,846
4	31,366	32,379	33,555	40,859
5	32,379	33,555	34,576	41,875
6	33,555	34,415	35,584	42,886
7	34,415	35,432	36,606	43,909
8	35,432	36,451	37,622	44,924
9	36,451	37,465	38,631	45,938
10	37,465	38,474	39,656	46,957
12	39,694	39,924	41,878	49,179
14	40,860	41,878	43,053	. 50,351
16	42,031	43,046	44,223	51,528
18	43,203	44,223	45,396	52,700
20	44,378	45,396	46,571	53,874
20 (21)	44,378	45,396	46,571	53,874
22	46,324	47,344	48,514	55,819
22 (23)	46,324	47,344	48,514	55,819
24	48,459	49,479	50,652	57,958

Group I:

Clerk, Clerk Typist, Internal Auditor, Switchboard Receptionist

Group II:

Stenographer, Senior Clerk, Account Clerk

Group III:

Senior Stenographer, Senior Account Clerk

Group IV:

Administrative Assistant, Principal Acct. Clerk, Asst. Sup. For Transportation

#### Step movement:

All unit employees on Steps 1 through 20 shall, effective July 1, 1999, move one (1) step annually.

Employees on Steps 1 - 9 shall move one (1) step annually (i.e.: 3 to 4, 4 to 5, 6 to 7, etc.).

Employees on Steps 10 through 20 shall move one (1) step annually (i.e.: 10 to 12, 12 to 14, 16 to 18, etc.).

Employees who moved July 1, 1999, shall have no additional movement until July 1, 2000.

## Secretarial Salary Schedule July 1, 2004 - December 31, 2004

Step	Group I	Group II	Group III	Group IV
1	28,854	29,889	31,088	38,528
2	29,889	30,927	32,120	39,560
3	30,927	31,963	33,158	40,603
4	31,962	32,994	34,193	41,635
5	32,994	34,193	35,233	42,671
6	34,193	35,069	36,260	43,701
7	35,069	36,105	37,302	44,743
8	36,105	37,144	38,337	45,778
9	37,144	38,177	39,365	46,811
10	38,177	39,205	40,409	47,849
12	40,448	40,683	42,674	50,113
14	41,636	42,674	43,871	51,308
16	42,830	43,864	45,063	52,507
18	44,024	45,063	46,259	53,701
20	45,221	46,259	47,456	54,898
20 (21)	45,221	46,259	47,456	54,898
22	47,204	48,244	49,436	56,880
22 (23)	47,204	48,244	49,436	56,880
24	49,380	50,419	51,614	59,059
25	50,380	51,419	52,614	60,059

Group I: Clerk, Clerk Typist, Internal Auditor, Switchboard Receptionist

Group II: Stenographer, Senior Clerk, Account Clerk
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#### Step movement:

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Employees on Steps 1 - 9 shall move one (1) step annually (i.e.: 3 to 4, 4 to 5, 6 to 7, etc.).

Employees on Steps 10 through 20 shall move one (1) step annually (i.e.: 10 to 12, 12 to 14, 16 to 18, etc.).

Employees who moved July 1, 1999, shall have no additional movement until July 1, 2000.

#### Secretarial Salary Schedule January 1, 2005 - June 30, 2005

Step	Group I	Group II	Group III	Group IV
1	29,402	30,457	31,679	39,260
2	30,457	31,515	32,730	40,312
3	31,515	32,570	33,788	41,374
4	32,569	33,621	34,843	42,426
5	33,621	34,843	35,902	43,482
6	34,843	35,735	36,949	44,531
7	35,735	36,791	38,011	45,593
8	36,791	37,850	39,065	46,648
9	37,850	38,902	40,113	47,700
10	38,902	39,950	41,177	48,758
12	41,217	41,456	43,485	51,065
14	42,427	43,485	44,705	52,283
16	43,644	44,697	45,919	53,505
18	44,860	45,919	47,138	54,721
20	46,080	47,138	48,358	55,941
20 (21)	46,080	47,138	48,358	55,941
22	48,101	49,161	50,375	57,961
22 (23)	48,101	49,161	50,375	57,961
24	50,318	51,377	52,595	60,181
25	51,337	52,396	53,614	61,200

Group I:

Clerk, Clerk Typist, Internal Auditor, Switchboard Receptionist

Group II:

Stenographer, Senior Clerk, Account Clerk

Group III:

Senior Stenographer, Senior Account Clerk

Group IV:

Administrative Assistant, Principal Acct. Clerk, Asst. Sup. For Transportation

#### Step movement:

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Employees on Steps 1 - 9 shall move one (1) step annually (i.e.: 3 to 4, 4 to 5, 6 to 7, etc.).

Employees on Steps 10 through 20 shall move one (1) step annually (i.e.: 10 to 12, 12 to 14, 16 to 18, etc.).

Employees who moved July 1, 1999, shall have no additional movement until July 1, 2000.

#### Secretarial Salary Schedule July 1, 2005 - December 31, 2005

Step	Group I	Group II	Group III	Group IV
1	29,961	31,036	32,281	40,006
2	31,036	32,114	33,352	41,078
3	32,114	33,189	34,430	42,160
4	33,188	34,260	35,505	43,232
5	34,260	35,505	36,584	44,308
6	35,505	36,414	37,651	45,377
7	36,414	37,490	38,733	46,459
8	37,490	38,569	39,807	47,534
9	38,569	39,641	40,875	48,606
10	39,641	40,709	41,959	49,684
12	42,000	42,244	44,311	52,035
14	43,233	44,311	45,554	53,276
16	44,473	45,546	46,791	54,522
18	45,712	46,791	48,034	55,761
20	46,956	48,034	49,277	57,004
20 (21)	46,956	48,034	49,277	57,004
22	49,015	50,095	51,332	59,062
22 (23)	49,015	50,095	51,332	59,062
24	51,274	52,353	53,594	61,324
25	52,312	53,392	54,633	62,363

Group I: Clerk, Clerk Typist, Internal Auditor, Switchboard Receptionist

Group II: Stenographer, Senior Clerk, Account Clerk

Group III: Senior Stenographer, Senior Account Clerk

Administrative Assistant, Principal Acct. Clerk, Asst. Sup. For Transportation Group IV:

#### Step movement:

All unit employees on Steps 1 through 20 shall, effective July 1, 1999, move one (1) step annually.

Employees on Steps 1 - 9 shall move one (1) step annually (i.e.: 3 to 4, 4 to 5, 6 to 7, etc.).

Employees on Steps 10 through 20 shall move one (1) step annually (i.e.: 10 to 12, 12 to 14, 16 to 18, etc.).

Employees who moved July 1, 1999, shall have no additional movement until July 1, 2000.

#### Secretarial Salary Schedule January 1, 2006 - June 30, 2006

Step	Group I	Group II	Group III	Group IV
1	30,530	31,626	32,894	40,766
2 .	31,626	32,724	33,986	41,858
3	32,724	33,820	35,084	42,961
4	33,819	34,911	36,180	44,053
5	34,911	36,180	37,279	45,150
6	36,180	37,106	38,366	46,239
7	37,106	38,202	39,469	47,342
8	38,202	39,302	40,563	48,437
9	39,302	40,394	41,652	49,530
10	40,394	41,482	42,756	50,628
12	42,798	43,047	45,153	53,024
14	44,054	45,153	46,420	54,288
16	45,318	46,411	47,680	55,558
18	46,581	47,680	48,947	56,820
20	47,848	48,947	50,213	58,087
20 (21)	47,848	48,947	50,213	58,087
22	49,946	51,047	52,307	60,184
22 (23)	49,946	51,047	52,307	60,184
24	52,248	53,348	54,612	62,489
25	53,306	54,406	55,671	63,548

Group I: Clerk, Clerk Typist, Internal Auditor, Switchboard Receptionist

Group II: Stenographer, Senior Clerk, Account Clerk

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Administrative Assistant, Principal Acct. Clerk, Asst. Sup. For Transportation Group IV:

All unit employees on Steps 1 through 20 shall, effective July 1, 1999, move one (1) step annually.

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