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**Contract Database Metadata Elements**

**Title: Island Trees Union Free School District and Island Trees Union Free School District Clerical Unit, CSEA Local 1000, AFSCME, AFL-CIO, Nassau County Educational Local 865 (2012)**

**Employer Name: Island Trees Union Free School District**

**Union: Island Trees Union Free School District Clerical Unit, CSEA, AFSCME, AFL-CIO**

**Local: Nassau County Educational Local 865, 1000**

**Effective Date: 07/01/2012**

**Expiration Date: 06/30/2016**

**PERB ID Number: 9051**

**Unit Size:**

**Number of Pages: 26**

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# AGREEMENT

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by and between the  
**BOARD OF EDUCATION**

of the  
**ISLAND TREES UNION FREE  
SCHOOL DISTRICT**

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



Island Trees UFSD Clerical Unit  
Nassau County Educational Local 865

**July 1, 2012 - June 30, 2016**

Section 3. There shall be only one employee personnel file, which shall be located in the Personnel Office.

Section 4. No material originating within this District derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge the reading of such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies the reading of the material to be filed and does not necessarily indicate agreement with its content.

Section 5. The employee shall have the right to answer any material filed from within this District and his answer shall be attached to the file copy.

Section 6. Any evaluation rating must be in writing to said employee by his or her supervisor.

#### ARTICLE IX - TRANSFERS & REASSIGNMENTS

Section 1. The Board recognizes that frequent reassignment and/or transfer of unit employees from one school to another is disruptive to the efficiency of the District and interferes with optimum employee performance. Although the Association also recognizes that some flexibility in regard to employee transfers must remain with the Administration, a substantial degree of stability must be provided for all employees.

Section 2. Lists of vacancies and/or new positions created in the District shall be made available to all unit employees. Seniority (i.e., length of service in the District) will be considered in addition to qualification in making appointments to the aforementioned positions.

#### ARTICLE X - ASSOCIATION BUSINESS

Section 1. Permission may be granted for use of District facilities for meetings. It is agreed that at no time, unless specifically authorized by the Superintendent, will Association members or Association elected officers hold meetings during regular working hours. It is agreed that all buildings shall be properly covered during this time.

Section 2. At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Association for the purpose of posting material dealing with proper and legitimate Association business.

#### ARTICLE XI - DUES DEDUCTIONS

Section 1. The Board agrees to deduct from the salaries of its employees, dues for the Association as said employees individually and voluntarily authorize the Board to deduct and to transmit such monies to the Civil Service Employees' Association, Inc., 143 Washington, Ave., Albany, New York 12210. (Employee authorizations shall be in writing and in a manner consistent with Section 9, 3B of the Municipal Law and Chapter 392 of the Laws of 1967.) Deductions shall be made uniformly and consistently.

**Table of Contents**

ARTICLE I - RECOGNITION .....	1
ARTICLE II - REPRESENTATIONS.....	1
ARTICLE III - NEGOTIATIONS .....	2
ARTICLE IV - WORKING CONDITIONS.....	2
ARTICLE V - WORKERS' COMPENSATION.....	8
ARTICLE VI - ABSENCE ALLOWANCES.....	8
ARTICLE VII - LEAVE WITHOUT PAY .....	12
ARTICLE VIII - PERSONNEL FILES .....	12
ARTICLE IX - TRANSFERS & REASSIGNMENTS .....	13
ARTICLE X - ASSOCIATION BUSINESS .....	13
ARTICLE XI - DUES DEDUCTIONS .....	13
ARTICLE XII - MUTUALITY OF OBLIGATION.....	14
ARTICLE XIII - NO STRIKE PLEDGE.....	14
ARTICLE XIV - DURATION.....	14
ARTICLE XV - FINANCIAL BENEFITS.....	15
ARTICLE XVI - LABOR-MANAGEMENT COUNCIL.....	17
ARTICLE XVII - GRIEVANCE PROCEDURES .....	17



## ARTICLE I - RECOGNITION

Section 1. The Board of Education of Island Trees Union Free School District hereinafter shall be referred to as the Board. The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter shall be referred to as the Association.

Section 2. The Board of Education of the Island Trees UFSD, Town of Hempstead, County of Nassau, New York recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the exclusive bargaining representative for the clerical staff.

Section 3. The following managerial or confidential clerical positions are not members of the bargaining unit: Secretary to the Superintendent, and Senior Personnel Clerk, in the office of the Superintendent of Schools

## ARTICLE II - REPRESENTATIONS

Section 1. The Board pursuant to Sections 204 and 207 of the Civil Service Law ("Public Employees' Fair Employment Act") hereby recognizes the Association as the exclusive representative of the listed classifications in Article I, Section 2.

A. This recognition, and the acceptance thereof by the Association, are with the acknowledged intention of the parties hereto to fulfill the purposes prescribed in said Section 204; and

B. The extension to the Association of all rights prescribed in Section 208 to unchallenged representation of the described public employees for the life of this contract.

Section 2. Pursuant to the provisions of Section 204-a of the aforescribed Civil Service Law, it is agreed by and between the parties that any provision of this agreement requiring legislative action to permit implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

### Section 3.

A. It is recognized that the Board has complete authority over the policies and administration of the school system. The Board retains the exclusive right, among other customary rights of school boards and employers, to determine the standards of service to be offered to the community; to determine the standards of selection for employment; to direct its employees; to hire, promote, take disciplinary action (subject to the Civil Service Law); to maintain the efficiency of the District operation; to determine the methods, means, and personnel by which District operations are to be conducted; to determine the contents of jobs; to take all necessary actions to carry out its mission; and to execute complete control and discretion over the District's organization and technology of performing District affairs; provided, however, that the foregoing rights shall not be exercised in a manner which would violate any provision of this Agreement.

B. The foregoing paragraph shall be deemed to be the essence of the Agreement.

## ARTICLE III - NEGOTIATIONS

### Section 1. Procedures

A. Upon commencement of negotiations, sessions shall be regularly held in a good faith effort to reach mutual understanding and agreement. The Association may initiate such negotiations by making written proposals to the Board. The Board agrees to negotiate with the Association in a good faith effort to reach agreement concerning said proposals. Any agreement so reached shall be reduced to writing and shall be signed by the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

Section 2. All items involving wages, hours, pension fringe benefits, and other working conditions on which agreements are reached during the bargaining sessions shall be reduced to writing in mutually acceptable language within a reasonable time thereafter.

Section 3. The parties recognize that this Agreement is the result of negotiation between them and is intended to be in full settlement of all issues respecting salaries, hours, and other terms and conditions of employment, and all other matters which are the subject of negotiation. Therefore, each of the parties, for the life of this Agreement, agrees that the other shall not be obligated to negotiate collectively with respect to any issue of salaries, hours, or other terms and conditions of employment not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE IV - WORKING CONDITIONS

Changes in school policy relative to employee working conditions must be discussed with the Association's representative. When new titles are created within the bargaining unit, however, the salaries for these new positions are subject to negotiation with the Association.

### Section 1. Work Day and Work Week

A. The clerical work day is 7:00-3:00; 7:30-3:30; or 8:00-4:00. The work day includes an unpaid lunch period of 60 minutes.

B. The lunch period may be reduced to 45 minutes or 30 minutes with the approval of the supervisor. The employee work day must, however, include a minimum of 30 minutes for lunch.

C. The normal work week shall be Monday through Friday, inclusive.

D. Break Periods.

1. Employees working 4 or more hours and less than 6 hours per day shall be entitled to one 15-minute rest period to be taken at the work site.
2. Employees working 6 hours or longer per day shall be entitled to one 15-minute rest period during the first half of their work day and one 15-minute rest period during the second half of their work day. These rest periods may not be combined except when the principal or supervisor determines, in consultation with affected employees, that such arrangement is in the best interests of the work group. Break periods of whatever length shall occur at the building site.

E. Lunch Periods. It is recognized that it is a managerial prerogative to assign employees to lunch periods which will optimize productivity. These are to be arranged after consultation with the employees affected. All employees must sign in and out for lunch.

F. Sign In/Out Sheets. Time on the job will be recorded on standardized time sheets. Employees will sign these sheets and indicate the time upon beginning and ending their workday. Employees will also sign and indicate the time that they commence lunch and the time that they return from lunch. These attendance sheets will be used as the basis for the employee payroll. It is understood that the falsification of such records shall be considered grounds for immediate suspension and disciplinary action as provided by law.

G. The parties to this contract are in agreement that the perceptions of the public regarding civil service workers are of mutual importance.

1. Except during a lunch period for which an employee is not paid, employees are not to leave the work site at any time for any reason except upon prior notification to their supervisor or principal.
2. It is recognized that employees not assigned to a building are most susceptible to criticism. It is crucial that these employees scrupulously adhere to the number and length of break and lunch periods.
3. No employee for any reason whatsoever is to leave the boundaries of the Island Trees School district during working hours without receiving specific approval from their principal or supervisor. This is of particular importance for employees who are not assigned to a building and who have work-related business outside the district. EXCEPTION: In an extreme family emergency when no supervisor or principal is immediately available to receive notice, the employee must leave written notice on his time sheet that he or she has had to absent himself due to an emergency.

## Section 2. Conditions of Equipment and the Job Site

A. It shall be the duty of all personnel to ensure that all working conditions are safe from unnecessary hazards. Hazardous conditions are to be reported to the immediate supervisor who will in turn report this condition in writing to the appropriate administrator in charge with a copy sent to the Superintendent.

B. No clerical employee shall be required to work in a location which is not adequately heated when school is not in session.

Section 3. New Employees

A. The probationary period for all new Civil Service employees will be established by the school District as provided by law and regulation. Probationers will receive written notice from the Board regarding the length of their probationary period.

B. Step placement of new employees is at the sole discretion of the District except that credit for honorable military service for the United States shall be allowed on a month-by-month basis to a maximum of two years.

C. When a former employee who lost his or her previous position with the District due to its abolishment is subsequently reemployed, a step placement on the salary schedule for the new position shall be on the same step or higher to the person's step placement in the abolished position. In addition, years of service in the abolished position will be included when calculations are made for longevity payments.

D. An increment date will be established as January 1 or July 1 depending upon which is nearest to the employee's date of initial employment with the District as a permanent employee without a break in service. (This date of actual date of service commencement is defined as the Employment Anniversary Date.) The increment date will not change so long as the employee remains a permanent employee without a break in service.

Section 4. Promotional Practices

A. In-service training courses which are provided by the District shall be at no expense to employees and will occur during the normal work day. Employees may be required to attend a training site outside of the District.

B. In order to provide employees with maximum opportunity for advancement within the school District, the Board agrees to request that the Nassau County Civil Service Commission administer a promotional examination, for Titles in existence within the school District, whenever the Commission notifies the District that a competitive examination is being scheduled.

C. All openings for promotional positions and positions paying higher salary differentials shall be adequately publicized in every school building in order that all qualified employees shall have the opportunity to submit applications for such positions.

D. The names of all successful candidates for permanent positions shall be posted in every school building.

E. Upon promotion to a new position, the employee's step placement for the new position shall be identical to his or her step placement in the previous position.

F. Upon movement to a new position with a longer work day than in the vacated position, the employee's sick leave accumulation will be adjusted in order that the total number of hours of potential paid sick leave in the new position will not exceed the number of hours of earned sick leave in the vacated position.

**Section 5. Premium Pay**

A. An employee who is on leave without pay status for any portion of a work week shall not be entitled to overtime unless the employee has worked 35 hours in that week. Other premium pay entitlements shall not be affected by this provision.

B. When inclement weather necessitates the closing of school for all or part of a school day, employees who are on the job at the time the decision is made are not entitled to any premium pay for their regular shift unless they are required to remain on the job after other civil service employees on annual salary are dismissed for the day. In such event, all of the hours worked by employees subsequent to the official dismissal of other employees shall be at the rate of pay determined in Paragraph C.

For example, the Superintendent determines at 7:30 A.M. that schools will be closed and no employees who are not then on duty will be called in. Employees who have already reported may be dismissed at his option and they will suffer no reduction in salary. Employees who are required to remain on the job will be paid premium pay at the rate specified in Paragraph C for all hours worked between 7:30 A.M and the time they are dismissed for the day.

C. When inclement weather necessitates the closing of school prior to the beginning of a shift, only those employees the District deems necessary shall be required to report to work. Those employees on annual salary who are not required to report to work shall be entitled to full pay on such days. If, however, the number of school closing days is so great in any one year as to require an adjustment in the school calendar to bring it into conformity with the NYS minimum requirement, employees will be required to work such additional school days without additional compensation.

Those employees who are required to report to work shall be compensated as follows:

1. All other employees who are required to report to work and are assigned to duties essentially of a routine nature with only incidental duty shall receive their regular salary for the shift and in addition thereto shall receive hour-for-hour compensatory time for each hour worked during the regular shift with such absence to be arranged at a time mutually convenient to the District and the employee.

D. Holidays All employees who are required to work on a holiday for which they are paid as specified elsewhere herein shall be paid in addition thereto at a rate of two times their regular rate of pay for each hour they are required to work.

E. Sundays All employees who are required to work on a Sunday shall receive two times their regular rate of pay for each hour worked with a minimum assignment of four hours.

F. Assignment out of Title An employee who is assigned to a position on a temporary basis shall be entitled to payment at the same rate as if he or she had been permanently appointed subsequent to thirty calendar days following such assignment. No employee, however, shall suffer a decrease in pay due to such assignment.

G. Clerical employees who are required to work in excess of their 35 hour work week will receive compensatory time off or paid overtime at the rate of 1.5 hour for each additional hour worked. No such compensation, however, shall be paid unless the additional work has been approved in advance by the Superintendent.

Section 6. Payroll Practices

A. Following written warning, employees reporting to work late shall have their pay reduced, in quarter-hour segments, for time missed in the future.

B. Each employee shall be advanced annually to the next salary schedule step until the maximum salary for that position is reached. Each salary increment to which the employee becomes entitled shall accrue on the increment date of the employee. If an employee has been evaluated by his supervisor as giving exceptional service to the District, the Superintendent may, at his discretion, award an extra increment, or a merit increment, on the salary schedule to the employee.

C. Entitlement to longevity pay is based upon the years of full-time continuous employment and employment status on the employment anniversary. Payment is made as a lump sum addition to the first regular payroll check issued subsequent to the anniversary. Upon retirement from District service, the employee will receive the pro-rata longevity payment due. For example, a person who is employed 19 years as of December 15 will receive a \$1,612 addition to the first pay check issued after that date. Upon completing 20 years of service, this amount will change to \$2,132. If the person retires from service on the June 15 prior to completing 20 years, he is entitled to six-months of the longevity he would normally have received the next December: \$1,066 (50% of \$2,132).

It is agreed that the District may elect to make longevity payments on one regular paycheck each year. In such case, employees whose anniversary fall between October 1 and March 30 will receive any longevity due on first paycheck after January 1; all other employees will receive any longevity due on the first paycheck after July 1.

<u>Salaried Employees</u>	<u>YEAR COMPLETED</u>			
	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>
12 mo. 7 or more hrs per day	\$988	\$1,612	\$2,132	\$2,756
10 mo. 7 or more hrs per day	\$931	\$1,498	\$1,960	\$2,527
12 mo. 4 or more hrs per day	\$702	\$1,040	\$1,274	\$1,612
10 mo. 4 or more hrs per day	\$674	\$983	\$1,189	\$1,498

D. In order to expedite payrolls that occur during Christmas, winter and spring recesses, payroll checks will be distributed on the last working day prior to such recess with adjustment (overtime, leave without pay, etc.) made on the following payroll.

E. If an employee is going on vacation for the entire two weeks immediately subsequent to a regular pay day, he or she will receive payment for two-weeks accrued vacation on that pay day provided a written request has been made three weeks prior to the pay day.

In addition, an employee who has ten or more accrued vacation days will receive payment as above for the following two weeks provided that at least five or more vacation days will be expended.

It is understood that payments cannot be made prior to July 1 for vacation to be expended in a subsequent fiscal year, and that employees cannot be charged for vacation for any day listed on the district calendar as a holiday.

F. Pay checks shall be issued to all employees on Fridays or the day otherwise listed on the payroll calendar. Second shift employees may pick up their check starting at 2:30 p.m. on the previous day at the business office provided checks are not cashed on that day.

#### Section 7. Miscellaneous

A. During the term of this agreement and for the purpose of this Section until a successor agreement is executed, each 10-month academic year employee of the CSEA Unit who is employed in any capacity by the District as of the last day of any academic year (or term) or on the last day preceding any customary and established school vacation period, holiday or other recess of schools shall continue to be employed in the same capacity at the commencement of the ensuing academic year (or term) or on the first day following any vacation, holiday, or recess UNLESS such unit member is given written notice, which shall include reason therefore before the first day of such vacation holiday, or recess that the services of the member will not be required subsequent to the vacation, holiday or recess. It is understood and agreed that subject to the specific provisions of the Section relating to the continuation of services, that its provisions are not intended to nor shall be construed to deprive any unit member of legal employment rights that such employee possesses in the absence of this Article, or to deprive the District of any legal rights to terminate employees in the absence of this Section.

B. In the event replacements are necessary, substitutes shall be employed on an hour-for-hour basis for the employee absent from duty. When a vacancy occurs, a substitute shall not fill such vacancy for more than twenty working days without consulting an Association representative.

C. An employee who is required to report for examination by the Selective Service System shall be excused without loss of pay for such purpose.

D. The district agrees that it shall not be a routine expectation that unit members, supervise students. For example, secretaries are not expected to take disciplinary charge of students who are assigned to the office. This, however, does not eliminate the responsibility of unit members to observe, to make reasonable efforts to control, and to report to administrators such misconduct as students may engage.

## ARTICLE V - WORKERS' COMPENSATION

Members of the unit are covered by Workers' Compensation as governed by the State of New York.

A. Starting with the first day of absence due to such injury, accumulated sick leave will be used to provide uninterrupted salary continuation. Unless the injury is so serious as to preclude it, the employee must complete an accident report with the building or head nurse within one workday following the event and specify thereon that a claim for workers' compensation is intended.

B. The employee is obligated to consult with a physician who will document the extent of the injury and the prognosis for return to duty. The employee will provide such doctor's note to the district.

C. No employee will be permitted to return to duty unless the employee's physician specifies that the employee is able to perform his or her regular duties. In the event, however, that the employee's physician specifies that limited duty is possible, subject to review by the District Medical Inspector, the district will attempt to provide such accommodation.

D. Upon settlement of a Workers' Compensation claim, the district will restore sick leave used to the employee's accumulation upon receipt by the district of the monies awarded. If, for example, the award is for 43 days of compensated absence, the district will restore 43 days of sick leave which the employee expended due to the injury.

E. In a case where the employee had no sick leave accumulated and received no salary during absence, the award made will be retained by the employee. Payment for permanent disability (partial or full) will be retained by the employee and no restoration of sick leave will occur.

F. An employee who has not accumulated sick leave sufficient to cover absences due to an injury may appeal to the administration for extended leave to avoid payroll deduction with such days to be deducted from future accumulations as they are earned.

## ARTICLE VI - ABSENCE ALLOWANCES

### Section 1. Sick Leave

A. Employees, full-time and salaried part-time, are entitled to one sick day for each month in which at least twelve days are salaried. There is no limit on the number of sick days that may be accumulated. During periods of leave of absence or sick leave without pay, the employee will not be eligible to earn credit for sick days and holidays. Benefits resume when the employee returns to payroll.

Although the minimum unit of deduction for absence from the employee's sick leave bank is 1/2 day, employees who occasionally require brief absences due to illness will be permitted, with the approval of the immediate supervisor, to make-up the time lost without reduction in

sick leave accumulation provided the time is made-up within a period of two-weeks following the date of absence.

B. Employees covered by this contract on regular appointment who are called to U.S. military duty will be credited upon their return with the same amount of sick leave allowance for the period of their military service, as they would have had been entitled to if they were in service with the District, for a maximum period of two (2) years.

C. Upon retirement from the District as accepted and approved by the New York State Employees' Retirement System, employees hired prior to July 1, 2008 shall be granted payment for 50% of their accumulated unused sick leave at their daily rate of pay at the time of retirement. Employees hired on or after July 1, 2008, who have served in the District for at least ten (10) consecutive and continuous years, shall be eligible for the aforementioned payment for unused sick days upon retirement, as approved by the New York State Employees' Retirement System, with a maximum accumulation of 200 sick days for such retirement payment purposes. For employees hired on or after July 1, 2013 the aforementioned maximum accumulation to which this payment applies shall be 150 sick days. If an employee dies while in the service of the District and prior to having received payment under this clause, payments which would have been due to him or her upon retirement will be paid to his or her estate.

D. Catastrophic Leave – Unit members who suffer from a catastrophic illness or non-work related catastrophic injury confirmed by examination and diagnosis by the District's designated physician for such purposes, may, at the discretion of the Superintendent of Schools, be permitted upon the exhaustion of accumulated and/or unused vacation, sick and personal days up to a maximum of twelve (12) weeks of unpaid catastrophic leave. Such leave is also contingent upon approval by the Board of Education. During such approved leave, the unit member shall continue to receive District health insurance coverage with the District and the employee making the aforementioned contributions toward premiums delineated in the health insurance Article. The unit member's return to duty may, at the Superintendent's discretion, be made contingent upon certification, by the aforementioned District's designated physician, of fitness for such return; and the date of return shall also be within the Superintendent's discretion based upon his/her determination of appropriateness and the best interests of the District.

E. If illness is for more than one week, weekly progress reports from a physician must be submitted, if requested. The Board of Education may require examination by the School Physician. Current policy regarding substantiation of sick leave shall remain in effect.

Section 2. Approved Absence Without Loss of Pay

Employees shall be entitled to absence without loss of pay for the following reasons and to the extent noted here or elsewhere in this Agreement.

A. Absences necessitated by the death of a member of the employee's immediate family which occur within ten days of the occurrence: Up to five days due to the death of the employee's parent, child, spouse, or sibling; up to three days due to the death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law; one day for funeral observance due to the death of an aunt, uncle, niece or nephew.

B. Appearances before a court or governmental agency. The number of days necessary will be allowed without loss of pay or benefits if one of the following conditions exists:

1. The District is involved and the employee is a party or witness to the action.
2. The employee is to appear as a witness before the Grand Jury (Federal, State, or County) pertaining to school affairs.
3. The employee is to appear as a witness to testify to facts and/or testimony pertaining to District affairs, before a Federal, State, or County agency.

C. An employee who is subpoenaed to serve on a Federal, State or County jury shall suffer no loss of pay or benefits. Notice shall be provided to the Superintendent or other person designated. Payment shall be made only for loss of work time with the employee's regular salary paid to him or her on a regular straight time basis. In discharging this civic responsibility, employees will seek postponement of jury service on a voluntary basis, if the assignment occurs during a particularly busy time in the work year.

Section 3. Medical Examination Except for pre-employment physicals, District required medical examinations shall be held on school time.

Section 4. Holidays

Each employee is entitled to absence without reduction in pay on the holidays specified on the calendar specified by the District. Such calendar will be established by the District following consultation with the President of this unit. This calendar will be posted on or about May 1 annually in the office of each principal and director following adoption by the Board of Education. The number of days to which each employee is entitled is specified below:

Employees will receive the Friday before Memorial Day each year as a paid holiday in the event that administration does not close the schools to students and staff (for so-called "snow days") during the school year.

	<u>12-month</u>	<u>10-month</u>
Full-time	15 days	13 days
Salaried Part-time	13 days	10 days

In addition to the above, employees will be entitled to Rosh Hashanah and Yom Kippur as paid holidays when they fall on a normal school day.

Section 5. Personal Business

Absence for personal business reasons will be allowed each year without loss of salary to the extent specified below. Requests for such absence will be submitted in writing five days in advance except in emergency situations. Employees need not specify the exact nature of the use of the personal business day except when such day is to be taken the day before, during, or

after any holiday or recess. Any personal business days which are not used at the end of a fiscal year will be converted to sick days. Personal days may be used in half-day units.

It is understood that personal business days may not be used for recreational/vacation type activities. For example, an employee may not use a personal business day to extend a vacation. An employee may not use a personal day to attend an athletic event or other entertainment. Events for which personal business days may be used include items such as house-closings which must take place on a school day and for which vacation may not have been reserved.

It is understood that no new employees will be entitled to personal days during the first fiscal year of employment. Upon each July 1 of employment, each salaried employee will be entitled to personal business days as specified below for use during the ensuing fiscal year.

<u>Salaried Employees</u>	<u>Personal Business Days</u>
12 mo. 7 or more hrs per day	3
10 mo. 7 or more hrs per day	2
12 mo. 4 or more hrs per day	3
10 mo. 4 or more hrs per day	2

**Section 6. Organizational Conference** Officers of the Association or its authorized representative shall be entitled to attend professional conferences with which the Association is affiliated, without loss of pay, for a maximum of two (2) days per year, limited to three (3) individuals.

Association officers shall have ample time within the normal workweek to conduct and handle any problems that may arise providing the supervisor has been notified. The District Personnel Representative shall have the right to refuse permission, if the privilege granted has been abused.

**Section 7. Vacation**

**A. Full-time 12-month Employees**

Absence for vacation in units of full or half-days will be allowed without loss of salary to the extent specified below. The scheduling of vacation is subject to the approval of the employee's immediate supervisor and the Superintendent. Consideration may be given to vacation use throughout the year. If school offices are closed for a period of time during summer, clerical employees are encouraged to plan vacation at that time.

It is expressly understood that the only vacation days to which an employee has entitlement are (1) those earned during the twelve-months previous to each July 1, and (2) any unused vacation days from previous years to a maximum of seven. Unused vacation days in excess of seven will be deleted unless approved in writing by the Superintendent.

Full-time Continuous  
Employment  
As of June 30

Days of Vacation Earned

Less than 6 months	0 days
6 to 12 months	5 days
13 to 36 months	10 days
37 to 60 months	15 days
61 to 119 months	20 days

B. Clerical Recess Vacation. In addition to the above, all full-time, 12-month, clerical employees shall not be required to report for duty on scheduled work days which fall within the Christmas, Winter, and Spring recess periods when students are not required to be present.

C. Full-time 10-month Employees. Persons employed four or more hours per day between September 1 and June 30 (or the last school day) shall be allowed the work days which fall during school recess periods as vacation days.

D. Full-time twelve-month clerical employees shall be permitted to surrender up to three (3) unused vacation days from their annual entitlement only, for payment of the monetary equivalent of such days, subject to and contingent upon approval in advance by the Superintendent of Schools. Requests for payment for such days must be submitted to the Superintendent's office no later than May 1 of the applicable school year.

Section 8. On July 1st of each year, employees will receive a statement of accumulated leave time (sick, personal, vacation, and compensatory).

Section 9. Notwithstanding any other contract provisions, it is understood by the parties that the preceding paragraphs of Article VI constitute a totally inclusive specification of all entitlements for absence without reduction in salary and that no other agreements or past practices to the contrary will be binding upon either party to this agreement.

#### ARTICLE VII - LEAVE WITHOUT PAY

Section 1. Military Leave. Employees called to military service by the United States of America shall be granted leave of absence to the full extent of current statutes.

Section 2. Child Care Leave. A leave of absence for child care may be granted upon written application by the employee no less than three (3) months prior to the intended date for the commencement of such leave.

Section 3. A leave of absence may be granted in cases of special need if recommended by the Superintendent and approved by the Board of Education.

#### ARTICLE VIII - PERSONNEL FILES

Section 1. Upon request by the employee, permission will be given to examine his/her official employment and personnel file within a reasonable time after such request.

Section 2. Except such material as received from previous employers, the employee may reproduce certain files at the expense of twenty-five cents per page.

**Section 3.** There shall be only one employee personnel file, which shall be located in the Personnel Office.

**Section 4.** No material originating within this District derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge the reading of such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies the reading of the material to be filed and does not necessarily indicate agreement with its content.

**Section 5.** The employee shall have the right to answer any material filed from within this District and his answer shall be attached to the file copy.

**Section 6.** Any evaluation rating must be in writing to said employee by his or her supervisor.

#### **ARTICLE IX - TRANSFERS & REASSIGNMENTS**

**Section 1.** The Board recognizes that frequent reassignment and/or transfer of unit employees from one school to another is disruptive to the efficiency of the District and interferes with optimum employee performance. Although the Association also recognizes that some flexibility in regard to employee transfers must remain with the Administration, a substantial degree of stability must be provided for all employees.

**Section 2.** Lists of vacancies and/or new positions created in the District shall be made available to all unit employees. Seniority (i.e., length of service in the District) will be considered in addition to qualification in making appointments to the aforementioned positions.

#### **ARTICLE X - ASSOCIATION BUSINESS**

**Section 1.** Permission may be granted for use of District facilities for meetings. It is agreed that at no time, unless specifically authorized by the Superintendent, will Association members or Association elected officers hold meetings during regular working hours. It is agreed that all buildings shall be properly covered during this time.

**Section 2.** At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Association for the purpose of posting material dealing with proper and legitimate Association business.

#### **ARTICLE XI - DUES DEDUCTIONS**

**Section 1.** The Board agrees to deduct from the salaries of its employees, dues for the Association as said employees individually and voluntarily authorize the Board to deduct and to transmit such monies to the Civil Service Employees' Association, Inc., 143 Washington, Ave., Albany, New York 12210. (Employee authorizations shall be in writing and in a manner consistent with Section 9, 3B of the Municipal Law and Chapter 392 of the Laws of 1967.) Deductions shall be made uniformly and consistently.

Section 2. Upon request, annually, the Superintendent via the Business Office, shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the Association.

Section 3. If an employee chooses to revoke his payroll deduction authority, it may be done at any time in writing, with (2) weeks notice. The Superintendent shall notify the President of Island Trees Unit - C.S.E.A.

Section 4. If the employee then changes his or her mind and signs another new payroll deduction card, he/she will be afforded the payroll deduction without any period of time restriction subject to two (2) weeks' notice as provided under Chapter 392 of the Laws of 1967.

Section 5. The Association assumes full responsibility for the disposition of the funds so deducted once they have been transmitted to the treasurer of the Civil Service Employees' Association, Inc.

#### ARTICLE XII - MUTUALITY OF OBLIGATION

Section 1. In the event that any provision of this agreement is, or shall at any time be found to be contrary to law, all other provisions of this agreement shall continue in effect.

Section 2. This contract shall not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned hereto.

Section 3. An employee who believes that he or she has been unjustly dealt with or that any provision of this agreement has not been properly applied or interpreted or claims that a violation, misinterpretation or inequitable application of the existing rules, Board policies or by-laws has occurred, may present his written grievance in accordance with such procedures as set forth in this agreement.

Section 4. The Board of Education, for the life of this contract, guarantees that all part-time employees will be terminated prior to any full-time employees. Such termination shall be consistent with NYS and Nassau County civil service rules, regulations, and law.

#### ARTICLE XIII - NO STRIKE PLEDGE

The Association reaffirms that neither it nor its members shall engage in a strike or any other form of work stoppage or slowdown, nor shall it cause, instigate, encourage, or condone any such strike, work stoppage or slowdown.

#### ARTICLE XIV - DURATION

The provisions of this contract shall be effective on and retroactive to July 1, 2012, and remain in full force and effect until June 30, 2016. Either party may initiate negotiations over a successor agreement by written notice to the other party on or about February 1, 2016.

## ARTICLE XV - FINANCIAL BENEFITS

The salary schedules 2012-2016 are the essence of this agreement and establish the salaries for all unit members. These schedules reflect the adjustments to which both parties have agreed.

Section 1. For 2012-2013, there shall be a \$750.00 off-schedule payment for top step employees and employees on step 9; there will be no increase in the salary schedules, and step 10 will continue to be the same as step 9.

Section 2. For 2013-2014, all steps on all salary schedules will be increased by 1.25% over 2012-2013 except that step 10 will continue to be the same as step 9.

Section 3. For 2014-2015, all steps on all salary schedules will be increased by 1% over 2013-2014 except that step 10 will continue to be the same as step 9.

Section 4. For 2015-2016, all steps on all salary schedules will be increased by 1% over 2014-2015 except that step 10 will continue to be the same as step 9.

### Section 5. Retirement System

A. Employees who were hired by the District prior to July 1, 1976, are non-contributory members of the 20-year NYS Municipal Employee Retirement System Career Plan, 75i.

B. When members are required to contribute to the NYS Municipal Retirement System, the District is authorized to make deductions from salary and submit these to the System on behalf of the employee.

### Section 6. Health Insurance

1. Employees who work 20 or more hours a week may elect from the available NYS insurance plans provided they agree to pay seventeen per cent (17%) of the cost of such insurance. Employees hired on or after July 1, 2013 shall pay twenty (20%) percent of the cost of such insurance.

2. Upon retirement from the District as accepted and approved by the New York State Employees' Retirement System, employees who were already enrolled and participating in a District health insurance plan while employed by the District prior to retirement, and up to and including the effective date of retirement, shall receive individual or family health insurance coverage, with an employee contribution of twenty-five (25%) percent of the cost of such coverage and a District contribution of seventy-five (75%) percent.

3. Health Insurance Opt Out - Any unit member may opt out of his/her health insurance coverage. The exercising of the option shall be subject to the rules and regulations of the District's health insurance provider. A unit member who exercises this option shall receive \$2,500.00 under the following conditions. Except for the 2008-2009 school year, during which notice must be provided no

later than November 15, 2008, the unit member must notify the District in writing no later than May 15th of each school year of his/her decision to opt out of insurance coverage. A unit member who has opted out of coverage as referred to herein may reenter the health insurance plan or coverage with the District's approval. Reentry of coverage shall be subject to the rules and regulations of the District's health insurance provider.

If this plan does not financially benefit the school district as determined by District Administration by June 1, there will not be a payout to any member for that school year. As of June 1, the current number of employees not taking family coverage will be the baseline for each year of this contract.

Any unit member that has taken a leave of absence without pay that results in a forfeiture of health insurance will have their opt-out payment prorated for the number of months for which they were eligible for health insurance.

Any unit member that opts back into health insurance coverage during the year will forfeit their payment.

Payments to the unit member as referred to herein shall be made on the last pay period in June.

4. The District will provide the members of the bargaining unit with a flexible benefit plan authorized pursuant to Section 125 of the Regulations of the Internal Revenue Service.

**Section 7. Dental Insurance** Employees who work 7 or more hours a day may elect to be covered by the available CSEA Employee Benefit Fund, Horizon Dental Plan, provided they agree to pay fifteen per cent (15%) of the cost of such insurance.

**Section 8. Optical Insurance** Employees may elect to participate in the school district's existing optical plan currently offered to administrators. Each employee who elects to participate in this plan will be responsible to pay the entire premium through payroll deduction.

**Section 9. Computation of Rates of Pay**

A. In order to determine the daily rate of pay of a 12-month employee on annual salary, the annual salary is divided by the number of paid workdays (which is inclusive of vacation days and holidays).

B. The hourly rate of pay is determined by dividing the daily rate by the number of daily paid work hours.

C. The hourly rate and daily rate of pay for 10-month employees and 12-month employees of the same grade and step is identical.

D. The annual rate of pay for 10-month employees is determined by multiplying the daily rate by the number of paid workdays (which is inclusive of vacation days and holidays).

- E. 1. The work year for 12 month employees shall consist of 260 days and
- 2. The work year for 10 month employees shall consist of 215 days.

Section 10.

During the first pay period which may overlap workdays in the last contract year, the daily rate shall be paid for days worked starting July 1. Each employee shall receive his contractual annual salary for days worked in each contract year.

ARTICLE XVI - LABOR-MANAGEMENT COUNCIL

It is agreed that the President of Local 865, C.S.E.A. and the Superintendent will establish a Labor-Management Council which will meet from time to time to consider issues of concern including, but not limited to, changes in the Table of Organization of Civil Service employees within the school district. Members of the Council will be the President of Local 865 (or the Vice President), the Superintendent (or the Assistant Superintendent), and additional persons invited by either party.

ARTICLE XVII - GRIEVANCE PROCEDURES

Section 1. Declaration of Policy In order to establish a more harmonious and cooperative relationship between non-teaching employees, administrators, and members of the Board, it is hereby declared that the purpose of these procedures is to provide for the orderly, prompt, and fair settlement of differences as they arise and to assure equitable and proper treatment of non-teaching employees covered by this contract. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

Section 2. Basic Principles

- A. It is the intent of these procedures to provide for the settlement of differences at the earliest possible stage in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged.
- B. Every non-teaching employee covered by this contract shall have the right to present grievances in accordance with these procedures. The exercise of this right shall be free from coercion, interference, restraint, discrimination, or reprisal -- either directly or indirectly.
- C. Every non-teaching employee covered by this contract shall have the right to be represented at any stage of the procedures by no more than three persons of his or her own choice, either other employees or CSEA staff. The administration shall be entitled to an equal number of persons.
- D. Each administrator shall be responsible to consider each grievance presented to him or her and to make a written determination within the authority delegated and within the time specified in these procedures.

E. Each party to a grievance shall have access to all written statements and records pertaining to such cases.

F. All hearings shall be confidential.

G. It shall be the responsibility of the Superintendent to take such steps as may be necessary to give force and effect to these procedures.

### Section 3. Definitions

A. Non-teaching employee shall mean any employee or any group of such employees covered by this contract.

B. Chief Administrator shall mean the Superintendent.

C. Immediate Supervisor shall mean the person to whom the non-teaching employee is directly responsible (e.g., building principal, business manager, school lunch manager, director of plant and facilities, etc.).

D. Representative(s) shall mean the person(s) designated by the aggrieved non-teaching employee as his counsel or to act on his behalf.

E. Grievance shall mean any claimed violation, misinterpretation, or inequitable application of any existing laws, policies, rules, or regulations of the school district which relate to or involve the non-teaching employee in the exercise of the duties assigned to him or her.

F. Day as used in these procedures shall be a work day excluding holidays.

### Section 4. Grievance Procedures

A. Stage One The aggrieved non-teaching employee shall present his grievance in writing to his immediate supervisor who shall discuss the grievance with the aggrieved employee or with the employee and his representative, if any. If no mutual time for a meeting can be arranged within three days of receipt of the written grievance, arrangements shall be made to relieve the employee of duties in order that a meeting can take place. The immediate supervisor shall render a determination in writing to the aggrieved employee within three days of the meeting specified above. (Failure, at any stage, to adhere to stipulated time limits may result in the aggrieved proceeding immediately to the next stage.) If this determination is not satisfactory to the aggrieved employee, he or she may proceed to the next stage.

#### B. Chief Administrator Stage

1. Within ten days of a determination at Stage One, the aggrieved employee may submit a written request for review to the Superintendent. The Superintendent shall proceed to review the matter as specified below. If the Superintendent designates a hearing officer to act on his/her behalf, such officer shall be vested with full authority to render a determination.

2. The Superintendent shall immediately notify the aggrieved employee, and the person who rendered a determination in Stage One, to submit written statements within five days which set forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.
3. If a hearing is requested in the written statements submitted by either in paragraph 2 above, the Superintendent shall notify all parties concerned in the matter of the time and place at which a hearing will be conducted. Such hearing will take place within five days of receipt of the written statements presented pursuant to paragraph 2 above. At such hearing, all parties may appear and present oral and written statements supplementing their position in the matter.
4. Ten days following submission of written statements or a hearing, whichever shall occur last, the Superintendent shall render a decision in writing.

C. Board Stage

1. Within ten days of a determination at the Chief Administrator Stage, the aggrieved employee may submit a written request for review and determination to the Board.
2. All written statements and records of the matter will be submitted to the Board for review. The Board may hold a hearing to obtain further information.
3. Ten days following submission of written statements or a hearing, whichever shall occur last, the Board shall seek to render a decision. If such time is insufficient to consider the matter, the Board may delay its decision to the next regular meeting of the Board.

D. Where disagreement occurs with respect to this grievance procedure, the parties agree to exert every available effort to achieve agreement. To that end, they will use all available resources including (1) legal services and (2) advisory opinions.

\* \* \*

This contract constitutes the full agreement of both parties concerning wages, hours, and other conditions of employment. There are no unwritten agreements between the parties.

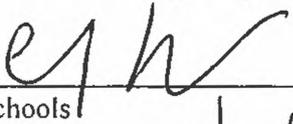
The provision of this contract shall be effective as of the date of July 1, 2012, with salary retroactive to that date, and shall remain in full force and effect until June 30, 2016.

In Witness whereof, the parties have hereunto set their hand:

BOARD OF EDUCATION  
ISLAND TREES UNION FREE SCHOOL DISTRICT  
Levittown, New York 11756

  
\_\_\_\_\_  
President

Date: 8/28/13

  
\_\_\_\_\_  
Superintendent of Schools

Date: 8/21/13

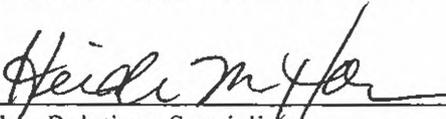
CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.,  
LOCAL 1000, AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

ISLAND TREES UNIT, LOCAL 865, C.S.E.A.

  
\_\_\_\_\_  
President

Date: 8/28/13

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO

  
\_\_\_\_\_  
Labor Relations Specialist

Date: 8/28/13

**2012-2013 CLERICAL SALARY SCHEDULE + 0.0%**

STEP	GD 1	GD 3	GD 4	GD 5	GD 6	GD 7
1	\$37,719	\$41,316	\$43,713	\$46,118	\$50,897	\$55,068
2	\$39,227	\$42,890	\$45,328	\$47,773	\$52,618	\$56,876
3	\$40,732	\$44,467	\$46,946	\$49,431	\$54,339	\$58,686
4	\$42,238	\$46,041	\$48,560	\$51,088	\$56,058	\$60,499
5	\$43,743	\$47,614	\$50,176	\$52,746	\$57,781	\$62,310
6	\$45,246	\$49,191	\$51,793	\$54,403	\$59,499	\$64,120
7	\$46,754	\$50,765	\$53,411	\$56,059	\$61,220	\$65,933
8	\$48,256	\$52,343	\$55,026	\$57,716	\$62,941	\$67,743
9	\$49,765	\$53,918	\$56,645	\$59,380	\$64,660	\$69,556
10	\$49,765	\$53,918	\$56,645	\$59,380	\$64,660	\$69,556
11	\$50,760	\$54,996	\$57,777	\$60,568	\$65,954	\$70,947
12	\$51,775	\$56,095	\$58,932	\$61,779	\$67,273	\$72,366

**2013-2014 CLERICAL SALARY SCHEDULE + 1.25%**

STEP	GD 1	GD 3	GD 4	GD 5	GD 6	GD 7
1	\$38,190	\$41,832	\$44,259	\$46,694	\$51,533	\$55,756
2	\$39,717	\$43,426	\$45,895	\$48,370	\$53,276	\$57,587
3	\$41,241	\$45,023	\$47,533	\$50,049	\$55,018	\$59,420
4	\$42,766	\$46,617	\$49,167	\$51,727	\$56,759	\$61,255
5	\$44,290	\$48,209	\$50,803	\$53,405	\$58,503	\$63,089
6	\$45,812	\$49,806	\$52,440	\$55,083	\$60,243	\$64,922
7	\$47,338	\$51,400	\$54,079	\$56,760	\$61,985	\$66,757
8	\$48,859	\$52,997	\$55,714	\$58,437	\$63,728	\$68,590
9	\$50,387	\$54,592	\$57,353	\$60,122	\$65,468	\$70,425
10	\$50,387	\$54,592	\$57,353	\$60,122	\$65,468	\$70,425
11	\$51,395	\$55,683	\$58,499	\$61,325	\$66,778	\$71,834
12	\$52,422	\$56,796	\$59,669	\$62,551	\$68,114	\$73,271

**GR 1: Typist Clerk**

**GR 3: Sr. Typist Clerk, Sr. Library Clerk, Stenographer, Account Clerk**

**GR 4: Sr. Stenographer, Sr. Account Clerk, Personnel Clerk, Principal Clerk**

**GR 5: Stenographic Secretary, Principal Typist Clerk**

**GR 6: Principal Account Clerk, Sr. Personnel Clerk**

**GR 7: Secretary to the Superintendent of Schools**

**2014-2015 CLERICAL SALARY SCHEDULE +1.0%**

<b>STEP</b>	<b>GD 1</b>	<b>GD 3</b>	<b>GD 4</b>	<b>GD 5</b>	<b>GD 6</b>	<b>GD 7</b>
1	\$38,572	\$42,250	\$44,702	\$47,161	\$52,048	\$56,314
2	\$40,114	\$43,860	\$46,354	\$48,854	\$53,809	\$58,163
3	\$41,653	\$45,473	\$48,008	\$50,549	\$55,568	\$60,014
4	\$43,194	\$47,083	\$49,659	\$52,244	\$57,327	\$61,868
5	\$44,733	\$48,691	\$51,311	\$53,939	\$59,088	\$63,720
6	\$46,270	\$50,304	\$52,964	\$55,634	\$60,845	\$65,571
7	\$47,811	\$51,914	\$54,620	\$57,328	\$62,605	\$67,425
8	\$49,348	\$53,527	\$56,271	\$59,021	\$64,365	\$69,276
9	\$50,891	\$55,138	\$57,927	\$60,723	\$66,123	\$71,129
10	\$50,891	\$55,138	\$57,927	\$60,723	\$66,123	\$71,129
11	\$51,909	\$56,240	\$59,084	\$61,938	\$67,446	\$72,552
12	\$52,946	\$57,364	\$60,266	\$63,177	\$68,795	\$74,004

**2015-2016 CLERICAL SALARY SCHEDULE + 1.0%**

<b>STEP</b>	<b>GD 1</b>	<b>GD 3</b>	<b>GD 4</b>	<b>GD 5</b>	<b>GD 6</b>	<b>GD 7</b>
1	\$38,958	\$42,673	\$45,149	\$47,633	\$52,569	\$56,877
2	\$40,515	\$44,299	\$46,817	\$49,342	\$54,347	\$58,744
3	\$42,070	\$45,928	\$48,488	\$51,055	\$56,124	\$60,614
4	\$43,626	\$47,554	\$50,155	\$52,767	\$57,900	\$62,486
5	\$45,180	\$49,178	\$51,824	\$54,478	\$59,679	\$64,357
6	\$46,733	\$50,807	\$53,494	\$56,190	\$61,454	\$66,227
7	\$48,289	\$52,433	\$55,166	\$57,901	\$63,231	\$68,099
8	\$49,841	\$54,062	\$56,834	\$59,612	\$65,009	\$69,969
9	\$51,400	\$55,689	\$58,506	\$61,330	\$66,784	\$71,841
10	\$51,400	\$55,689	\$58,506	\$61,330	\$66,784	\$71,841
11	\$52,428	\$56,802	\$59,675	\$62,558	\$68,120	\$73,278
12	\$53,476	\$57,938	\$60,868	\$63,808	\$69,483	\$74,744

**GR 1: Typist Clerk**

**GR 3: Sr. Typist Clerk, Sr. Library Clerk, Stenographer, Account Clerk**

**GR 4: Sr. Stenographer, Sr. Account Clerk, Personnel Clerk, Principal Clerk**

**GR 5: Stenographic Secretary, Principal Typist Clerk**

**GR 6: Principal Account Clerk, Sr. Personnel Clerk**

**GR 7: Secretary to the Superintendent of Schools**