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Contract Database Metadata Elements

Title: **Oceanside Union Free School District and Oceanside Administrative Assistants Chapter, Oceanside Federation of Teachers (OFT), American Federation of Teachers (AFT), AFL-CIO, Local 1631 (2013)**

Employer Name: **Oceanside Union Free School District**

Union: **Oceanside Administrative Assistants Chapter, Oceanside Federation of Teachers (OFT), American Federation of Teachers (AFT), AFL-CIO**

Local: **1631**

Effective Date: **07/01/2013**

Expiration Date: **06/30/2017**

PERB ID Number: **5836**

Unit Size:

Number of Pages: **16**

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AD / 5836

AGREEMENT

between

THE OCEANSIDE UNION
FREE SCHOOL DISTRICT
Town of Hempstead, Nassau County
Oceanside, New York

And

THE ADMINISTRATIVE ASSISTANTS
CHAPTER OF
THE OCEANSIDE FEDERATION OF
TEACHERS
Local 1631
American Federation of Teachers
AFL-CIO

July 1, 2013 – June 30, 2017

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THIS AGREEMENT IS MADE AND ENTERED INTO as of the 15th day of July, 2013 by and between the SUPERINTENDENT OF SCHOOLS OF THE OCEANSIDE UNION FREE SCHOOL DISTRICT, OCEANSIDE, NEW YORK (hereinafter referred to as the "Superintendent"), and the ADMINISTRATIVE ASSISTANTS CHAPTER OF THE OCEANSIDE FEDERATION OF TEACHERS, LOCAL 1631, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter referred to as the "Federation").

ARTICLE I - RECOGNITION

Section 1

- A. Oceanside Union Free School District, Oceanside, New York (hereinafter referred to as the "District") recognizes the Federation as the exclusive bargaining agent for all Administrative Assistants to school principals.
- B. Nothing contained herein shall be construed to require that any employee covered by this Agreement shall be a member of any employee organization as a condition of employment.
- C. Nothing contained herein shall be construed to prevent any individual employee from informally discussing an issue with his/her immediate supervisor.
- D. The District agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, sexual orientation marital status, or membership, or participation in, or association with the activities of, or refusal to participate in the activities of, any employee organization.

ARTICLE II - NEGOTIATIONS PROCEDURES

Section 1

- A. Each of the parties to this Agreement shall submit, in writing, no later than December 31, 2016, proposals for negotiations for a subsequent agreement.
- B. Additional proposals may not be introduced after January 15, 2017.
- C. At the second meeting of the parties, the parties will exchange their complete and entire packages of items for negotiations and will agree not to add new issues unless by mutual consent.
- D. The first meeting, and all subsequent meetings, shall be called at times mutually agreed upon by the parties.
- E. The parties shall continue to meet until an understanding is reached on the issues or until an impasse is reached.
- F. Meetings shall be limited to three (3) hours, except by mutual agreement.

- G. Grievances shall not interrupt, interfere with, nor delay the process of negotiations.
- H. Agreements shall be reduced to written form and signed by the Superintendent of Schools, and the president of the administrative assistants and the president of the Oceanside Federation of Teachers.
- I. Activities connected with contract negotiations and/or grievance procedures shall not be conducted during the working hours of the participants to the negotiations or the grievance.

ARTICLE III - SALARY

Section 1

The salary schedule for the period July 1, 2013 - June 30, 2017 is attached. Each employee who has served on (1) full year shall move up one (1) step.

Section 2

Administrative assistants having completed at least ten (10) years of full time, in-district service shall be eligible for a longevity payment of two thousand, five hundred (\$2,500) dollars. Administrative assistants having completed at least fifteen (15) years of such service shall be eligible for an additional longevity payment of one thousand, eight hundred (\$1,800) dollars. Administrative assistants having completed at least twenty (20) years of such service shall be eligible for an additional longevity payment of one thousand, eight hundred (\$1,800) dollars.

Section 3

All persons presently employed shall be placed on schedule on September 1, 1981, with an anniversary date of September 1. Full credit shall be given based on number of full or partial years in service in the position of administrative assistant.

Persons employed after September 1, 1981 shall have, as an anniversary date, the date of employment.

Section 4

Administrative Assistants shall work three (3) additional days after the teachers leave at the end of June or until June 30th, whichever comes first.

Four (4) days in August shall be paid on voucher at the per diem rate, multiplied by two (2). Any additional days worked outside of the Administrative Assistants' current calendar shall be voluntary and compensated, at the discretion of the District, and shall be paid at the per diem rate.

Section 5

All employees shall be paid every two (2) weeks.

Section 6

Employees covered by this agreement may elect to be paid 1/22nd of their annual salary bi-weekly from September through June, or to be paid 1/26th of their annual salary bi-weekly from September through June, with an addition to the June check of the remaining 4/26ths. Such election is made on or before July 1 annually and is not subject to change during the year.

ARTICLE IV - DEDUCTIONS

Section 1

- A. The District shall make provision for deduction to the Teacher Credit Union upon application by the employee.
- B. The District shall continue to make deductions for tax-sheltered annuity plans. However, effective October 3, 1990, the District shall not be required to make deductions for new plan enrollees in any companies other than:

AXA Equitable Life Insurance Company	Oppenheimer Fund
Fidelity Management Trust	Paul Revere Life Insurance Group
ING National Trust-NY	T Rowe Price Trust Co
Legend Group – Employee Benefit A/C	Union Central Life Ins Co
Mass Mutual VA	Unity Mutual Life
Met Life of CT (Travelers)	USAA Life Insurance Co
Mutual Inc	Vanguard Fiduciary Trust Co
New York Life Ins. & Annuity Corp	Wilton Reassurance Life Co of NY

A new company may be added to this list provided ten (10) or more employees elect to participate in that company's plan.

- C. The District shall, upon application of the employee, make deductions for health insurance, dental insurance, and long-term disability.
- D. The District agrees to deduct from the salaries of employees covered by this Agreement, dues for the Oceanside Federation of Teachers, as said employees individually and voluntarily authorize the District to make such deductions. Employee authorization for fringe benefit deductions will be in writing, in the form provided by the District.
- E. IRC Flexible Benefits Plan - The District shall provide to employees covered by this Agreement the flexible benefit plan which is currently in effect.
- F. NYSUT Benefits Program -The District shall make deductions for the NYSUT Benefits program upon application by the administrative assistant.

ARTICLE V - WORKING HOURS

Section 1

The regular working schedule for employees covered by this Agreement shall be seven (7) hours in a day and thirty-five (35) hours in a week, exclusive of one (1) hour for lunch in each working day, but inclusive of a fifteen (15) minute coffee

break in the morning and a fifteen (15) minute coffee break in the afternoon.

Section 3

If said employees are required by their immediate supervisor to work in excess of seven (7) hours in a day or thirty-five (35) hours in a week, such excess hours worked shall be compensated for at time and one-half the regular rate of pay. There shall be no duplication of daily and weekly overtime.

ARTICLE VI WORK SCHEDULES, VACATIONS, HOLIDAY SCHEDULE, IN-SERVICE TRAINING

Section 1

- A. Administrative assistants shall be on teachers' calendar except that they shall report on September 1 and work through June 30.
- B. Administrative assistants shall work four (4) additional days in August prior to September 1 at a salary referred to in Article III, Section IV.
- C. Administrative assistants shall be required at back-to-school night at no additional remuneration.
- D. In the first three (3) years of employment, administrative assistants shall be required to complete ten (10) hours of in-service training per year. Beginning in the fourth year of employment, the in-service requirement shall be reduced to six (6) hours per year. In-service training shall be after school hours, at no additional remuneration.

ARTICLE VII - CONFERENCE FUND

The District shall establish a conference fund for the administrative assistants which shall have a total of one thousand four hundred (\$1,400) dollars annually for the school years 2010/2011, 2011/2012, and 2012/2013. Monies to be spent from this fund must be with the approval of the Superintendent or his or her designee.

ARTICLE VIII - WELFARE FUND

A welfare fund shall be established by the Federation for the benefit of all employees covered by this Agreement. The District shall contribute one hundred twenty-five (\$125) dollars per employee on each July 1 of this Agreement.

ARTICLE IX - RETIREMENT

Section 1

The Board, on behalf of said employees, shall participate in the 1/50th non-contributory retirement plan (751), under which an employee joining prior to July 1, 1976 is not required to make any contributions and which provides for a pension of 1/50th of the final average salary for each year of service retroactive

to April 1, 1960. Employees joining the retirement system after July 1, 1976, shall be required to contribute three (3%) percent of their annual salary. Option 41-J shall apply to all members of the Employees' Retirement System.

Section 2

Effective July 1, 2001, a lump sum longevity payment of three thousand, five hundred (\$3,500) dollars shall be paid to employees with fifteen (15) or more years of service upon retirement.

Effective July 1, 2001, a lump sum longevity payment of four thousand, five hundred (\$4,500) dollars shall be paid to employees with twenty (20) or more years of service upon retirement.

Effective July 1, 2001, a lump sum longevity payment of five thousand, five hundred (\$5,500) dollars shall be paid to employees with twenty-five (25) or more years of service upon retirement.

ARTICLE X - INSURANCE

Section 1 - Health Insurance

- A. The District shall furnish health insurance as defined in the rules of the New York State Health Insurance program to all regular, full-time employees covered by this Agreement. The schedule of employer's contribution shall be eighty-five (85%) percent in 2013/14, eighty-four (84%) percent in 2014/15, eighty-three (83%) percent in 2015/16, and eighty-two (82%) percent in 2016/17.
- B. Effective July 1, 1998, a unit member who has been the enrollee for individual coverage, or a combination of individual and family coverage, in a District-provided health insurance program for four (4) consecutive years, may discontinue his or her enrollment. In such event, the District will annually pay the employee the sum of one thousand (\$1,000) dollars as additional salary.
- C. Effective July 1, 1998, a unit member who has been the enrollee for a family coverage in a District-provided health insurance program for four (4) consecutive years, may discontinue his or her enrollment. In such event, the District will annually pay the employee the sum of two thousand (\$2,000) dollars in additional salary.
- D. Effective July 1, 1998, a unit member who has been the enrollee for family coverage in a District-provided health insurance program for four (4) consecutive years, may switch to individual coverage. In such event, the District will annually pay the employee the sum of one thousand (\$1,000) dollars in additional salary.
- E. The salary in each case shall be paid in the last payroll of the year. The enrollee must make application for such salary by May 1 of the preceding school year on a form to be provided by the District.

Section 2 - Life Insurance

Life insurance shall be furnished that shall equal that percentage of annual salary as stated in the teachers' agreement, rounded to the next lowest multiple of one thousand (\$1,000) dollars. Life insurance premiums shall be fully paid for by the District. Employees covered by this Agreement shall receive individual policies.

Section 3 - Dental Insurance

The District shall provide dental insurance for all employees covered by this Agreement who wish to join. The District's contribution shall be equal to that in the Teachers' Agreement.

ARTICLE XI - LEAVE ALLOWANCE

Section 1 - Sick Leave and Disability

- A. Except as hereinafter noted, employees covered by this Agreement shall be entitled to a total of thirteen (13) leave days per year, of which three (3) may be used as personal leave, and ten (10) may be used for sick leave. If not used in current year, all or part thereof will be accumulative as accumulated sick days to a maximum of two hundred twenty (220) days, without loss of salary.
- B. Upon the expiration of accumulated sick leave, and in the event of total disability, any employee who has had at least six (6) months of continuous service with the District will be granted additional leave with 3/4 pay during such period of total disability, but in no event more than one hundred eighty (180) working days.

Total disability shall mean any disability which wholly and continuously prevents the employee from performing his/her duties for a period of more than ten (10) working days. For the purpose of this Section, an employee's rate of pay shall be the rate of pay in effect as of the first day of the disability for which benefits hereunder are applied.

Section 2 - Bonus for Perfect Attendance

Effective 7/01/07, administrative assistants with one hundred (100%) percent attendance (the only exceptions being personal, bereavement, and/or jury duty days) shall be eligible for a one thousand (\$1,000) dollar bonus, payable during the summer. This one thousand (\$1,000) dollar bonus will be given each year that the above occurs. At the end of the school year, the unused sick days will be accumulated to the maximum allowable by contract and will not be reduced due to payment of the one thousand (\$1,000) dollar bonus.

Section 3 - Workers' Compensation

- A. Any salary payments made to an individual under any Workers' Compensation law shall be deducted from any salary benefits made to the individual under the District's sick leave plan. Where the District is reimbursed to the full extent allowable under any Workers' Compensation law, there will be no deduction from an individual's accumulated sick leave days. In those cases where reimbursement is not made, days so utilized shall not be deducted from an individual's accumulated sick leave days if the case is ruled

compensable by the award of either medical or salary payments.

Section 4 - Personal Leave

A. In addition to time allowed for sick leave, all employees covered by this Agreement shall be allowed three (3) days in any school year for personal reasons only as listed below, without deduction from salary. Request for personal days must have the approval of the immediate supervisor.

B. Reasons for Absence for Personal Leave

- 1) Critical illness in immediate family
- 2) Religious reasons
- 3) Mandatory court attendance
- 4) Marriage, graduation or funeral in immediate family
- 5) Child born to wife
- 6) Business appointments of a pressing nature which cannot be scheduled except during school hours.

Section 5 - Bereavement Leave

Upon application to the Superintendent, employees covered by this Agreement may apply for bereavement leave for immediate family members - not to exceed five (5) days in each instance. Immediate family is defined as listed below:

Upon application to the Superintendent, employees covered by this Agreement may apply for bereavement leave for immediate family members -not to exceed five (5) days in each instance. Immediate family is defined as listed below:

- | | | |
|--|----------------------------|-----------------------------------|
| (a) mother | (f) husband | (k) person who makes his/her home |
| (b) father | (g) wife | in the employee's residence |
| (c) sister | (h) children/grandchildren | |
| (d) brother | (i) grandparents | |
| (e) in-laws in the
above categories | (j) stepparents/siblings | |

Upon application to the Superintendent, employees covered by this Agreement may apply for bereavement leave for aunts and uncles, not to exceed one (1) day in each instance.

For each day utilized under this policy, an employee shall certify that said day has been taken in accordance with the provision contained herein, subject to penalty described under Rule XXVI of Rules for the Civil Service of the County of Nassau.

Section 5 - Long-term Disability

The District shall continue its contribution to long-term disability plan for employees covered by this Agreement in the amount equal to that in the Teachers' agreement. Participation is voluntary.

Section 6 - Jury Duty

Jury Duty shall not be charged to sick leave or personal leave and any stipend received, not including travel allowances, shall be turned in to the District.

ARTICLE XII - PERSONNEL FILES

Any employee covered by this Agreement may read and/or make copies of anything in his/her personnel files, excluding confidential references.

ARTICLE XIII - PERSONAL DAMAGES

The District shall establish a three hundred (\$300) dollar fund for the year to be used for reimbursement to employees who have suffered loss or damage to personal property as a result of their employment. No one individual may receive more than one hundred (\$100) dollars.

ARTICLE XIV - WORK STOPPAGES

Section 1

The Administrative Assistants and the District recognize that strikes and other forms of work stoppages by employees covered by this Agreement are contrary to law and public policy. The Federation and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption to the school program. The Federation, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by the employees covered by this Agreement, nor any instigation thereof.

ARTICLE XV - GRIEVANCE PROCEDURES

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

Section 1 - Definition

- A. **Grievance** is a complaint by an employee concerning the effect, interpretation, application, or violation of this Agreement.
- B. **Employee** is any employee covered by this Agreement.
- C. **Days** are working school days.
- D. **Aggrieved** is the employee filing a grievance.
- E. **Supervisor** is the person to whom the aggrieved is directly responsible.

Section 2 - Procedure

A. Informal Stage

An employee may present a grievance to his/her supervisor within ten (10) days following the act or condition which is the basis of the grievance. The supervisor shall informally discuss the grievance with the aggrieved and, within five (5) days of aforesaid informal discussion, render a written decision to the aggrieved.

The decision may be pursued in the following manner:

B. Stage I

Within five (5) days of the decision of the supervisor, the aggrieved may appeal the decision to the building principal.

The building principal, within five (5) days of receipt of the appeal, shall meet and confer with the aggrieved and the supervisor with a view to arriving at a mutually satisfactory resolution to the grievance.

The building principal shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

C. Stage II

Within five (5) days of the decision of the building principal, the aggrieved may appeal the decision to the Assistant Superintendent.

The Assistant Superintendent, within five (5) days of receipt of the appeal, shall meet and confer with the aggrieved and the building principal with a view to arriving at a mutually satisfactory resolution of the grievance.

The Assistant Superintendent shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

D. Stage III

Within five (5) days of the decision of the Assistant Superintendent, the aggrieved may appeal the decision to the Superintendent.

The Superintendent, within five (5) days of the receipt of the appeal, shall meet and confer with the aggrieved and the Assistant Superintendent with a view to arriving at a mutually satisfactory resolution of the grievance.

The Superintendent shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

E. Stage IV

Within five (5) days of the decision of the Superintendent, the aggrieved may make a written request to the Superintendent for advisory arbitration. The request shall include the aggrieved's choice of a person to participate on a tripartite arbitration panel as well as a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.

Within three (3) days of receipt of the request for advisory arbitration, the Superintendent shall select the second member of the arbitration panel, and shall notify the aggrieved of his/her choice.

The two members so named shall meet within three (3) days thereafter and shall select a third person to serve as chairperson of the tripartite panel. If the two cannot agree within two (2) days on selection of a chairperson, they shall utilize the procedures of the New York State Public Employment Relations

Board to assist them in selection of a chairperson.

Following selection of the chairperson, the Superintendent shall furnish the three members of the panel copies of all documents and papers concerning the grievance.

The chairperson shall convene all parties concerned within a reasonable time of his/her selection and shall provide the parties with the opportunity to present oral and written statements concerning the grievance.

The tripartite panel shall issue its advisory opinion not later than thirty (30) days from the date of the closing of the hearings. The opinion shall set forth the panel's conclusions on the issue submitted.

The panel shall limit its decision strictly to the application and interpretation of the provisions of this Agreement and it shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.

The Superintendent shall communicate his/her decision concerning acceptance of the panel's recommendation, in writing, to the aggrieved, within five (5) days of receipt of the panel's written opinion.

F. Stage V

If the Superintendent or the aggrieved does not accept the opinion of the tripartite panel, the aggrieved may appeal to the Board of Education within five (5) days after he/she has received the decision of the Superintendent.

The Board, within fifteen (15) days of receipt of the appeal, shall conduct a hearing on the grievance.

The Board shall communicate its decision, in writing, to the aggrieved and to the Superintendent within thirty (30) days of the hearing.

Section 3 - Rules and Regulations

- A. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any employee from presenting and processing a grievance through the procedures provided in this Article.
- B. An employee shall have the right to be represented at any stage of these procedures by the Federation or a person of his/her choice.
- C. Copies of all documents submitted as evidence in these procedures shall be made available to the parties to these procedures.
- D. Where an employee is not represented by the Federation at Stages III and V of these procedures, a Federation representative may be present to state his/her views on the grievance. Copies of documents submitted as evidence at these stages shall be made available to the Federation upon request.

- E. Failure at any stage of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next stage. Failure at any stage of this procedure to appeal a grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- F. The time limits specified in any step of this procedure may be extended, or shortened, in any specific instance, by mutual agreement.
- G. Records of grievance procedures shall not be made a part of an employee's personnel file.
- H. Appeals of decisions shall be in writing, shall set forth specifically in what manner the decision is erroneous and the remedy desired, and shall state the name of the employee's representative, if any.
- I. Notice of a conference to be held at any of the stages of these proceedings shall be sent to all parties to the proceedings of that stage, including the employee's representative, if any.
- J. The grievance stated in writing at Stage I shall not be changed, altered, or modified at any subsequent stage of these procedures.
- K. An employee may present oral and written statements concerning his/her grievance at any stage of these procedures.
- L. Decisions rendered during any stage of these procedures shall be issued to all parties to the proceedings of that stage, including the employee's representative, if any.
- M. Where a supervisor is a person other than a department chairperson, the aggrieved shall proceed directly to the stage at which his/her supervisor appears in these procedures. Within five (5) days of an informal discussion, the supervisor in question shall communicate his/her decision to the aggrieved, in writing.
- N. The parties shall share equally the expense of the chairperson of the arbitration panel.
- O. Decisions of the Superintendent at Stages III and IV, and decisions of the Board at Stage V, shall affect all other employees similarly situated.

ARTICLE XVI - THE AGREEMENT

Section 1

The provisions of this Agreement shall be effective as of July 1, 2013 and shall remain in effect until June 30, 2017.

Section 2

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 3

This Agreement shall not be changed, altered, or modified in any manner unless consented to, in writing, by the parties concerned herein.

Section 4

The District shall furnish, at District expense, copies of the Agreement to all personnel in the Unit.

ARTICLE XVII - LEGAL LIMITATIONS

In the event the terms of this Agreement are contrary to any provisions of appropriate existing federal, state, or local statutes, or ordinances, or if any part or portion of this Agreement shall be deemed to be unconstitutional, then only that part or portion of this Agreement which is in conflict with the law, or unconstitutional, shall be considered ineffective and unenforceable, while the balance of the terms and provisions of this Agreement shall continue to be binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this

1st day of July, 201~~4~~³.

OCEANSIDE FEDERATION OF TEACHERS

OCEANSIDE UNION FREE SCHOOL DISTRICT

Michele S. Cadogan
Chairperson,
Administrative Assistants Chapter

Quinn A. Hampton
Superintendent of Schools

Paul Nett
Affiliates' Vice President

Richard M. Buckley
President

**ADMINISTRATIVE ASSISTANTS
SALARY SCHEDULE
2013/14 through 2016/17**

Appendix "A"

Step	
1	\$38,410
2	\$40,365
3	\$42,326
4	\$44,272
5	\$46,231
6	\$48,184
7	\$50,145
8	\$52,096
9	\$54,045
10	\$55,996
11	\$57,116
12	\$58,258
13	\$59,423
14	\$60,611
15	\$61,823
16	\$63,059

Longevity:

Administrative Assistants having completed at least 10 years of full-time service to the District shall be eligible for a \$2,500 longevity payment.

Administrative Assistants having completed at least 15 years of full-time service to the District shall be eligible for an additional \$1,800 longevity payment.

Administrative Assistants having completed at least 20 years of full-time service to the District shall be eligible for an additional \$1,800 longevity payment.