

AGREEMENT

-between-

NORTH SHORE SCHOOL DISTRICT

-and-

**NORTH SHORE SCHOOLS FEDERATED EMPLOYEES
SECRETARIAL UNIT**

July 1, 2013 – June 30, 2017

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AGREEMENT made this 24 day of April, 2014, by and between the NORTH SHORE SCHOOLS BOARD OF EDUCATION (hereinafter referred to as the "Board") and the NORTH SHORE SCHOOLS FEDERATED EMPLOYEES – SECRETARIAL UNIT (hereinafter referred to as the "Federation").

WITNESSETH:

ARTICLE I. RECOGNITION

A. The Board recognizes the Federation as the exclusive representative for all, Senior Library Clerks, Switchboard Operators, Clerk Typists, Senior Clerk Typists, Stenographers, Senior Stenographers, Accounts Clerks, Senior Account Clerks and Principal Account Clerks, excluding students and temporary employees, and those employees designated as "Confidential" by mutual agreement or the Public Employment Relations Board, for the purpose of negotiating collectively terms and conditions of employment and administering grievances arising under this Agreement.

B. The Federation shall be entitled to unchallenged representation status for the maximum period permissible by law.

ARTICLE II. DUES CHECKOFF

The District agrees to deduct dues for those employees who execute proper dues check off authorizations. Deductions shall commence as soon as possible following receipt of the authorization.

ARTICLE III. VACATIONS

All personnel covered by this Agreement employed for twelve (12) months shall be entitled to paid vacation time as follows:

1. All personnel having service with the District for more than six (6) months, but less than five (5) years, shall be entitled to two (2) weeks' vacation. New twelve-month employees (those in their first year with the District) having less than six (6) months' service at the end of a fiscal year, shall be entitled to one (1) day of vacation for each complete month of employment. Such vacation shall be taken after the close of that fiscal year.

2. All personnel having five (5) or more years of service with the District, but less than thirteen (13) years, shall be entitled to three (3) weeks' vacation.

3. All personnel having thirteen (13) years or more of service with the District shall be entitled to four (4) weeks' vacation.

4. The above vacations shall be taken during the period beginning July 1st and ending the third week of August except for Central Office personnel, where vacations shall be spaced according to work load, with permission of the individual's immediate supervisor and

the Assistant Superintendent for Business. School personnel shall be permitted to take vacations outside of the July 1st – the third week of August period provided thirty (30) days' notice is given and the employee receives the permission of his/her immediate supervisor and Assistant Superintendent for Business to take the vacation at the requested time.

5. The practice of allowing secretaries to take an additional week off without pay shall continue. The time of such additional week off will be subject to the discretion of the District.

6. "Vacation Days shall not be taken the five (5) working days immediately preceding the opening of school."

ARTICLE IV. TIME OFF DURING THE SCHOOL YEAR

A. Offices shall be closed for the Christmas recess (which includes Christmas Day and New Year's Day). In addition, unit members shall receive 13 paid holidays according to the schedule set forth in Appendix A.

B. On the last working day prior to Thanksgiving Day and Christmas Day, the personnel covered by this contract will be required to work not later than fifteen (15) minutes after the dismissal of students and teachers unless an emergency situation arises.

C. Five (5) additional days off shall be granted to each employee to be taken at the discretion of the employee subject to the approval of the immediate supervisor when school is not in session.

ARTICLE V. FEDERATION BUSINESS

The Board shall make available to the Federation, without charge, space for the conduct of general meetings of the membership and individual committee meetings.

No federation business meetings shall be conducted during working hours, except as granted by the Assistant Superintendent for Business.

A Federation representative may enter the premises for Federation business upon prior notice to the Assistant Superintendent for Business. Entry will be after working hours when school is not in session, unless prior approval is given by the Assistant Superintendent for Business.

Furthermore, representatives of the Federation may be excused to attend official meetings of the Long Island Educational Secretaries' Association and the New York State Educational Secretaries' Association. Payment for time lost shall be limited to not more than two (2) members of the local organization. Officers shall be free to attend a reasonable number of additional meetings. Payment for lost time shall be limited to not more than two days, with either one officer receiving pay for two days or two officers receiving pay for one day. Additional days, if any, shall be without pay. Attendance at such meetings shall be subject to the

approval of the Building Principal or his/her official representative and the Superintendent or his/her official representative.

The Assistant Superintendent for Business shall supply a copy of the Board minutes to the Federation upon request of the Federation President or his/her designated representative.

ARTICLE VI. PRIOR WORK EXPERIENCE

The Board shall have the right to hire new employees at a salary which reflects all of their prior related experience. Twelve month employees hired after January 1st and ten month employees hired after February 1st shall not receive step movement in the following year.

ARTICLE VII. TRANSFERS

A. Voluntary

Notices of vacancies in the bargaining unit shall be posted in the District before being advertised. Presently employed personnel shall have the opportunity to apply for such positions. Selection of personnel to fill vacancies shall be made by the Board in its sole discretion.

B. Involuntary

No involuntary transfers will be made until the employee to be transferred has been notified and given the opportunity to meet with the Superintendent to discuss the reasons for the transfer.

ARTICLE VIII. PERSONAL BUSINESS DAYS

In the event that personal business cannot be accomplished outside of working hours, an employee shall submit his/her request for such time in writing to his/her immediate supervisor. No reason other than "personal business" need be given for absence, except for days taken before or after school holidays. The supervisor, in turn, will refer the matter, with his/her recommendation to the Superintendent (or his/her official representative). With the approval of the Superintendent (or his/her official representative) such absence on personal business for contract employees, for the time necessary, will be allowed with full compensation not to exceed two (2) days per year.

Where any additional time may be needed, the employee will be docked for each day's absence over the two (2) compensated days at the rate of 1/260th of salary per day.

Unused personal leave shall be added to the employee's sick leave accrual.

Personal business days may not be taken before or after Christmas recess period, vacations and/or holidays without the approval of the Superintendent.

ARTICLE IX. MEDICAL EXAMINATIONS

The Federation members hereby agree to the Board's policy as set for all employees of the District.

ARTICLE X. WORK YEAR AND HOURS OF WORK

A. The work year shall extend from September 1st through June 30th for ten (10) month employees.

The work year shall extend from July 1st through June 30th for twelve (12) month employees.

B. The regular workweek for all personnel covered by this Agreement shall be thirty-five (35) hours per week and the regular workday shall be seven (7) hours per day when school is in session, and for the first two (2) Superintendent Conference days of each school year. Whenever school is not in session, the regular workweek shall be thirty (30) hours per week and the regular workday shall be six (6) hours per day.

C. Time worked beyond thirty-five (35) hours per week when school is in session and thirty (30) hours per week when school is not in session and on Saturdays shall be compensated at time and one-half.

D. Time worked on Sunday and legal holidays shall be compensated at double time.

E. An employee may elect compensatory time not to exceed 21 hours per year at the above rates, provided there is prior approval by the supervisor and the Assistant Superintendent for Business. Compensatory time must be utilized by September 1st of the school year following the school year in which it is accrued. Any compensatory time not utilized shall be lost.

F. Employees hired after September 1, 1999, may, in the discretion of the District, have their work schedules modified to suit the needs of the District. Employees may be scheduled to commence work anytime between the hours of 7:00 a.m. and 9:00 a.m.

G. Employees hired prior to September 1, 1999, may have their work schedules modified as follows:

1. Employees may be scheduled to work anytime between the hours of 7:30 a.m. and 8:30 a.m.
2. The work schedule modification will be based on a demonstrable need of the District.
3. Prior to any change in the work schedule, the District will obtain the consent of the Association. Such consent may not be unreasonably withheld.

ARTICLE XI. EMERGENCY AND SPECIAL SCHOOL CLOSINGS

Employees shall receive regular payment for days when schools are closed for an emergency or special observations, such as snow, hurricane, national mourning, etc. No employee shall be required to report to work on such days unless the immediate supervisor of the employee deems it essential that the employee report for work. In this case, compensatory time off, equivalent to an additional half-day (on and one-half days total) shall be taken at a time mutually agreeable to the employee and the immediate supervisor.

ARTICLE XII. INSURANCE

A. The District shall provide on behalf of the members of the bargaining unit the same Health and Major Medical Insurance Plan as provided to the North Shore Federated Teachers. Employees shall pay 20% of the premium cost of their family and individual health insurance coverage.

B. The Board shall purchase long-term disability insurance to cover all employees on the following basis: 90 calendar day waiting period with 66-2/3 percent base salary benefit under the terms and conditions of the Hartford General Disability Insurance contract.

C. In the case of an extended illness only, the District shall continue to pay ninety (90%) percent of the employee's health insurance premium for one (1) year from the date the employee exhausts his/her sick leave allowance and accumulation.

D. The District shall provide life insurance to unit members in an amount equal to their salary. The District shall pay the full premium.

E. The District shall pay the premium cost for the Metropolitan Plan for full-time participating unit members as follows: \$18.16 per month per unit member for individual coverage and \$65.28 per month per unit member for family coverage.

ARTICLE XIII. RETIREMENT

A. Permanent employees shall be covered pursuant to Section 75(i) of the New York State Employees Retirement Plan.

B. Military Service Credit

The Board shall adopt such policies and/or resolutions as are required by law so that eligible members of the unit can claim military service credit toward retirement, whenever the state legislature passes legislation making the claiming of such credit possible.

ARTICLE XIV. GRIEVANCE PROCEDURE

Each employee shall be entitled to a representative of his/her own choice at each step of the grievance procedure.

Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist there under may be the subject of a grievance and shall be processed and resolved in accordance with the following:

A. All grievances must be submitted to the employee's immediate supervisor within ten (10) working days following the act or condition which is the basis for the grievance. Any grievance which is not brought within ten (10) working days following the act or condition which is the basis for the grievance shall be waived. The District shall have ten (10) working days to confer with the union and/or grievant.

B. In the event such grievance is not resolved, in writing, within five (5) working days following such presentation, it shall be presented, in writing, within five (5) working days after receipt of reply to the Assistant Superintendent for Business, by the employee.

C. Within five (5) working days after receipt of the written grievance, the Assistant Superintendent for Business shall confer in person with the aggrieved and his/her representative, if he/she so chooses. In the event such grievance is not satisfactorily resolved, in writing, at the Assistant Superintendent for Business' level within ten (10) working days after presentation, the grievance shall be presented in writing within ten (10) working days after receipt of reply to the Superintendent of Schools for settlement. Within five (5) working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved and his/her representative, if he/she so chooses.

D. In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within ten (10) working days after presentation, the grievance shall be presented, in writing, within ten (10) working days after receipt of reply to the Board of Education for settlement. The decision of the Board shall be final and binding on all parties.

E. A reasonable amount of time will be granted to handle any emergency grievances that may arise during working hours. It is understood that such activity shall be handled as quickly as possible.

ARTICLE XV. WORKLOAD

No employee covered under this Agreement shall be expected to do work for any other individual except the ones to whom he/she is assigned, unless be specific request of that supervisor (or supervisors) and provided that it will not interfere with his/her regular duties nor require additional working hours, except by request of the administrator.

No employee covered under this Agreement shall be required to work as a cashier in the cafeteria, except in emergency situations.

ARTICLE XVI. SICK LEAVE, BEREAVEMENT LEAVE AND FAMILY ILLNESS

A. **Sick Leave**

Employees hired after April 9, 2002 shall be entitled to fifteen (15) paid sick leave days per year accumulative to ninety (90) days, at which point they shall be entitled, thereafter, to ten (10) paid sick leave days per year accumulative to one hundred fifty (150) days. Once an employee reaches ninety (90) days for the first time, forever after their entitlement shall be ten (10) days per year even though use of sick leave may reduce the accumulation below ninety (90) days. Each October 1st the District shall provide each unit member with the number of his/her accumulated days as of the previous June 30.

B. **Bereavement Leave**

An employee shall be entitled up to a maximum of five (5) days of paid bereavement leave in the event of a death in the employee's immediate family. Immediate family is defined as the employee's mother, father, spouse, child, sister, brother, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, or legal guardian.

C. **Family Illness**

An employee shall be granted up to five (5) days of paid family illness leave per year in the event of a serious illness in the employee's immediate family. Such leave may be extended at the sole discretion of the Superintendent (or his/her official representative).

ARTICLE XVII. CHILD REARING LEAVE

A. Employees covered by this Agreement may, upon request, be granted a child rearing leave of up to two (2) years without salary or increment. This leave may be granted provided that the employee apply for such leave at least four (4) months prior to its commencement and specify in the application the date of beginning and termination of said leave.

B. An employee wishing to return sooner than the date specified in his/her application shall be able to do so upon two (2) months' written notice to the Superintendent of Schools or his/her official representative. The Superintendent or his/her official representative may, at his/her discretion, waive the two-month notice requirement.

C. The District may, at its discretion, employ a secretary on child rearing leave as a substitute.

D. The secretary, upon returning from leave, shall be granted a salary increment, if eligible, providing he/she had worked at least fifty (50%) percent of the work year in which the leave commenced.

ARTICLE XVIII. COMPENSATION

A. Members of the unit shall be paid in accordance with the salary schedules annexed hereto in Appendix "B".

B. Ten-month employees who work beyond the regular ten-month year shall be paid at a daily rate for each full day worked beyond the ten-month period. The daily rate shall be 1/260th of the employee's then current salary.

C. Employees shall be paid on a biweekly basis.

D. Unit members with 10 years of service in the District shall receive a longevity payment of \$750. Unit members with 15 years of service in the District shall receive a longevity payment of \$1,250. Unit members with 20 years of service in the District shall receive a longevity payment of \$1,500. Unit members must have the requisite years of service by July 1, (September 1 for 10 month employees) in order to receive the longevity payment. For unit members hired after July 1, 2013, the requisite years of service must be as a clerical employee of the District to be entitled to longevity. The longevity payments shall not be cumulative.

E. Unit members shall be eligible to participate in a Section 125 Cafeteria Plan.

ARTICLE XIX. MANAGEMENT RIGHTS

Notwithstanding any other provision in this agreement, the District retains full responsibility and sole right of management of the District, its business affairs and property, including, but without limitation, the right to supervise and direct the work forces, promulgate and enforce work rules, to plan, control, increase or decrease the working force, transfer, assign, suspend discipline and discharge employees.

ARTICLE XX. MISCELLANEOUS

Examination of Records

Upon forty-eight (48) hours' prior written notice to the Assistant Superintendent for Business, any employee will be permitted to review his/her own Personnel File excluding pre-employment confidential information.

Copy of Contract

The District shall provide all employees with a copy of the contract at no expense to the employee.

ARTICLE XXI. TERMINATION

Upon termination of employment, employees who have worked for the District for more than six (6) months shall receive reimbursement for unused vacation days earned during the year of termination of employment at his/her current rate of salary.

ARTICLE XXII. ILLEGALITY

In the event any part, provision, or term of this Agreement shall be determined or found to be contrary to law, then such provision shall not be applicable nor shall the term thereof be performed or enforced except to the extent permitted by law. However, all other terms and provisions of the Agreement shall continue in force and effect.

ARTICLE XXIII. TAYLOR LAW NOTICE

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

ARTICLE XXIV. RE-OPENER

In the event that the New York State Legislature enacts into law a statute establishing "caps" on school budgets, or on tax levies for school districts, or in any way imposes a statutory limit on any increases in the annual budgets or tax levies of school districts and in the future event that such legislation becomes law, then either party may thereupon demand the initiation of re-opener negotiations respecting salary and health insurance.

ARTICLE XXV. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2013 and shall remain in full force and effect to and including June 30, 2017 and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other in writing, by certified mail, on or before January 15, 2017 or any subsequent January 15th, of its desire to make changes herein or to terminate this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first written above.

NORTH SHORE SCHOOLS
BOARD OF EDUCATION

By: Adam Phil
President of the Board of Education

NORTH SHORE SCHOOLS
FEDERATED EMPLOYEES
SECRETARIAL UNIT

By: Jane O'Leary
Co-President

By: _____
Co-President

APPENDIX "A"
NORTH SHORE SCHOOLS
CIVIL SERVICE HOLIDAY CALENDAR 2013 -2017
SECRETARIAL UNIT

Independence Day

Labor Day

Columbus Day

Veteran's Day

Day before Thanksgiving

Thanksgiving Day

Day after Thanksgiving

Martin Luther King Jr. Day

Presidents' Day

Good Friday

Monday after Easter

Tuesday after Easter

Memorial Day

Note: The actual school calendar/days designated for the observance of the listed holidays will be adjusted for each year of the agreement.

APPENDIX B

**NORTH SHORE SCHOOL DISTRICT
SECRETARIES SALARY SCHEDULE 2013-14***

Step	Telephone Operator	Clerk Typist	Sr. Library Clerk	r. Clerk Stenographer	Typist / Stenographer	Senior Stenographer	Account Clerk	Sr. Account Clerk
1	32,803	32,803	32,803	36,072	38,917	40,908	42,618	
2	33,771	33,771	33,771	37,024	40,257	41,883	43,583	
3	34,746	34,746	34,746	37,995	41,245	42,865	44,569	
4	36,368	36,368	36,368	39,615	42,865	44,492	46,195	
5	37,995	37,995	37,995	41,245	44,492	46,107	47,814	
6	39,615	39,615	39,615	42,865	46,107	47,731	49,433	
7	41,245	41,245	41,245	44,492	47,731	49,347	51,050	
8	42,865	42,865	42,865	46,107	49,347	50,977	52,674	
9	44,472	44,472	44,472	47,675	50,896	52,503	54,200	
10	46,991	46,991	46,991	49,206	52,417	54,026	55,731	
11	47,528	47,528	47,528	50,747	53,957	55,566	57,269	
12	51,247	51,247	51,247	54,625	58,013	59,709	61,412	
13	52,227	52,227	52,227	55,643	59,051	60,764	62,469	
14	53,215	53,215	53,215	56,653	60,092	61,821	63,527	
15	54,200	54,200	54,200	57,660	61,135	62,871	64,575	
16	56,575	56,575	56,575	60,197	63,818	65,640	67,340	
17	56,575	56,575	56,575	60,197	63,818	65,640	67,340	
18	56,575	56,575	56,575	60,197	63,818	65,640	67,340	
19	56,575	56,575	56,575	60,197	63,818	65,640	67,340	
20	59,062	59,062	59,062	62,838	66,626	68,527	70,309	
*Represents a 1.25% increase from 2012-13 (Effective July 1, 2013)								

APPENDIX B

NORTH SHORE SCHOOL DISTRICT
SECRETARIES SALARY SCHEDULE 2014-15*

Step	Telephone Operator	Clerk Typist	Sr. Library Clerk	r. Clerk / Typist / Stenographer	Senior Stenographer	Account Clerk	Sr. Account Clerk
1	33,213	33,213	33,213	36,523	39,403	41,419	43,151
2	34,193	34,193	34,193	37,487	40,760	42,407	44,128
3	35,180	35,180	35,180	38,470	41,761	43,401	45,126
4	36,823	36,823	36,823	40,110	43,401	45,048	46,772
5	38,470	38,470	38,470	41,761	45,048	46,683	48,412
6	40,110	40,110	40,110	43,401	46,683	48,328	50,051
7	41,761	41,761	41,761	45,048	48,328	49,964	51,688
8	43,401	43,401	43,401	46,683	49,964	51,614	53,332
9	45,028	45,028	45,028	48,271	51,532	53,159	54,878
10	46,566	46,566	46,566	49,821	53,072	54,701	56,428
11	48,122	48,122	48,122	51,381	54,631	56,261	57,985
12	51,888	51,888	51,888	55,308	58,738	60,455	62,180
13	52,880	52,880	52,880	56,339	59,789	61,524	63,250
14	53,880	53,880	53,880	57,361	60,843	62,594	64,321
15	54,878	54,878	54,878	58,381	61,899	63,657	65,382
16	57,282	57,282	57,282	60,949	64,616	66,461	68,182
17	57,282	57,282	57,282	60,949	64,616	66,461	68,182
18	57,282	57,282	57,282	60,949	64,616	66,461	68,182
19	57,282	57,282	57,282	60,949	64,616	66,461	68,182
20	59,800	59,800	59,800	63,623	67,459	69,384	71,188
*Represents a 1.25% increase from 2012-13 (Effective July 1, 2014)							

APPENDIX B

**NORTH SHORE SCHOOL DISTRICT
SECRETARIES SALARY SCHEDULE 2015-16***

Step	Telephone Operator	Clerk Typist	Sr. Library Clerk	Jr. Clerk / Typist / Stenographer	Senior Stenographer	Account Clerk	Sr. Account Clerk
1	33,628	33,628	33,628	36,980	39,896	41,937	43,690
2	34,620	34,620	34,620	37,956	41,270	42,937	44,680
3	35,620	35,620	35,620	38,951	42,283	43,944	45,690
4	37,283	37,283	37,283	40,611	43,944	45,611	47,357
5	38,951	38,951	38,951	42,283	45,611	47,267	49,017
6	40,611	40,611	40,611	43,944	47,267	48,932	50,677
7	42,283	42,283	42,283	45,611	48,932	50,589	52,334
8	43,944	43,944	43,944	47,267	50,589	52,259	53,999
9	45,591	45,591	45,591	48,874	52,176	53,823	55,564
10	47,148	47,148	47,148	50,444	53,735	55,385	57,133
11	48,724	48,724	48,724	52,023	55,314	56,964	58,710
12	52,537	52,537	52,537	55,999	59,472	61,211	62,957
13	53,541	53,541	53,541	57,043	60,536	62,293	64,041
14	54,554	54,554	54,554	58,078	61,604	63,376	65,125
15	55,564	55,564	55,564	59,111	62,673	64,453	66,199
16	57,998	57,998	57,998	61,711	65,424	67,292	69,034
17	57,998	57,998	57,998	61,711	65,424	67,292	69,034
18	57,998	57,998	57,998	61,711	65,424	67,292	69,034
19	57,998	57,998	57,998	61,711	65,424	67,292	69,034
20	60,548	60,548	60,548	64,418	68,302	70,251	72,078
*Represents a 1.25% increase from 2014-15 (Effective July 1, 2015)							

APPENDIX B

**NORTH SHORE SCHOOL DISTRICT
SECRETARIES SALARY SCHEDULE 2016-17***

Step	Telephone Operator	Clerk Typist	Sr. Library Clerk	Sr. Clerk Typist / Stenographer	Senior Stenographer	Account Clerk	Sr. Account Clerk
1	34,048	34,048	34,048	37,442	40,395	42,461	44,236
2	35,053	35,053	35,053	38,430	41,786	43,474	45,239
3	36,065	36,065	36,065	39,438	42,812	44,493	46,261
4	37,749	37,749	37,749	41,119	44,493	46,181	47,949
5	39,438	39,438	39,438	42,812	46,181	47,858	49,630
6	41,119	41,119	41,119	44,493	47,858	49,544	51,310
7	42,812	42,812	42,812	46,181	49,544	51,221	52,988
8	44,493	44,493	44,493	47,858	51,221	52,912	54,674
9	46,161	46,161	46,161	49,485	52,828	54,496	56,259
10	47,737	47,737	47,737	51,075	54,407	56,077	57,847
11	49,333	49,333	49,333	52,673	56,005	57,676	59,444
12	53,194	53,194	53,194	56,699	60,215	61,976	63,744
13	54,210	54,210	54,210	57,756	61,293	63,072	64,842
14	55,236	55,236	55,236	58,804	62,374	64,168	65,939
15	56,259	56,259	56,259	59,850	63,456	65,259	67,026
16	58,723	58,723	58,723	62,482	66,242	68,133	69,897
17	58,723	58,723	58,723	62,482	66,242	68,133	69,897
18	58,723	58,723	58,723	62,482	66,242	68,133	69,897
19	58,723	58,723	58,723	62,482	66,242	68,133	69,897
20	61,305	61,305	61,305	65,223	69,156	71,129	72,979
*Represents a 1.25% increase from 2015-16 (Effective July 1, 2016)							