

**AGREEMENT**

**BETWEEN THE**

**NORTH STONINGTON BOARD OF EDUCATION**

**AND THE**

**NORTH STONINGTON ASSOCIATION**

**OF**

**EDUCATIONAL SECRETARIES**

**JULY 1, 2018 TO JUNE 30, 2021**

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**ARTICLE I**  
**RECOGNITION**

The Employer recognizes the Association as the sole and exclusive bargaining representative for purposes of collective bargaining on all matters of wages, hours of employment, and other conditions of employment for all full time employees employed for twenty (20) hours a week or more, performing secretarial work; excluding the administrative assistant to the Superintendent, bookkeeper, special services secretary, seasonal, and temporary employees.

**ARTICLE II**  
**HOURS OF WORK - OVERTIME PAY & HOLIDAYS**

The basic work day and work week shall be eight (8) hours a day, five (5) days a week, Monday through Friday, inclusive of a paid lunch time. Employees may take a one (1) hour duty free lunch at a time designated by the building principal.

The start and end time of the work day (both school year and summer hours) shall be determined by the building administrator where the bargaining unit employee is normally assigned.

Time and one half (1½) shall be paid for all work performed in excess of forty (40) hours in a work week.

Any additional secretarial work at the school-level will be offered first to members of the bargaining unit.

The work year for bargaining unit members shall be the following:

Administrative Secretary	fifty-two (52) weeks
Guidance Secretary	fifty-two (52) weeks
Attendance Secretary	one hundred ninety (190) days

*\*\*Position will follow the school year calendar of 182 days,  
plus six (6) additional days before the first day of school and  
two (2) additional days after the last day of the school year.*

In the event that the Board decides to reduce the work year for any bargaining unit position, the impacted employee will be provided with a minimum of sixty (60) calendar days notice.

The following holidays shall be observed as days off, with full pay, when school is not thereby in session:

New Year's Day	Labor Day
Day before <b>or</b> after New Year's Day*	Columbus Day
Martin Luther King Day (observed)	Veterans' Day
Presidents' Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day (observed)	Christmas Day
Independence Day (observed)	Day before <b>or</b> after Christmas Day*

The Attendance secretary is entitled to all the above listed holidays with the exception of Independence Day.

\*As determined by the Board

If a bargaining unit employee is required to work on both the day before and the day after New Year's Day, the impacted employee will receive a floating holiday in lieu of the holiday.

If a bargaining unit employee is required to work on both the day before and the day after Christmas Day, the impacted employee will receive a floating holiday in lieu of the holiday.

One (1) additional day with pay shall be granted and may be used on a date chosen by the employee with prior written approval of the Superintendent.

Any additional holidays proclaimed by the state or federal officials, provided, school is closed for such holiday.

Except for the day before/after New Year's Day and the day before/after Christmas Day, it is understood that in the event school is held on any of the enumerated holidays set forth above, the Superintendent shall grant another day off with pay when school is not in session, or the employee may choose to be paid for the day at his/her regular straight time hourly rate of pay.

### **ARTICLE III** **VACATIONS**

After completion of one (1) year of employment, a fifty-two (52) week employee shall be entitled to two (2) weeks vacation with pay.

After completion of five (5) years of employment, a fifty-two (52) week employee shall be entitled to three (3) weeks vacation with pay.

After completion of ten (10) years of employment, a fifty-two (52) week employee shall be entitled to four (4) weeks vacation with pay.

In all cases, a week's vacation shall mean five (5) normal working days. Vacations will be prorated during the first, fifth and tenth years of employment to the June 30th fiscal year end.

The attendance secretary position is not entitled to earn vacation days throughout the school year.

Vacation schedules will be determined by the school administration and seniority shall govern preference, provided, however, all requests to use vacation time must be submitted to the Building Administrator for prior approval. A minimum of two (2) weeks' written notice must be given for vacation requests occurring within ten (10) day period prior to the commencement of the school year and the ten (10) day period after the conclusion of the school year.

Unpaid leave will not be approved for the purposes of extending personal leave or vacation leave.

Five (5) vacation days may be taken when school is in session with prior written approval of the Superintendent. Notification of either approval or denial of the request will be provided to the employee within fifteen (15) calendar days of receiving the request for leave while school is in session. Vacations shall not be cumulative from year to year; however, upon written approval of the superintendent, up to five (5) vacation days may be carried over to the next year.

Upon retirement or termination, a secretary shall receive his/her current rate of pay for unused vacation days, provided, for purposes of such payment, vacation days shall be prorated during the employee's last year of employment.

#### **ARTICLE IV** **LEAVES**

**Sick Leave.** Each fifty-two (52) week employee shall be entitled to sick leave at his/her current hourly rate of pay for twelve (12) days during each contract year. Sick leave that is not used shall be cumulative to a maximum of one hundred fifty (150) days. The attendance secretary shall be entitled to sick leave at his/her current hourly rate of pay for ten (10) days which shall be cumulative to a maximum of one hundred fifty (150) days.

During an employee's first year of employment (full time) as a member of the bargaining unit through the employee's anniversary date as a member of the bargaining unit, sick leave shall be credited at the rate of one (1) day per completed month of service. A new employee shall be able to use (pro-rated) sick leave days immediately upon his/her date of hire.

For any absence due to illness, a note from the physician who treated the employee for the illness that caused the absence substantiating the illness may be requested by the Superintendent of Schools. If requested, a note from the physician who treated the employee for the illness that caused the absence must be submitted by the employee upon his/her return to work.

The Board may also require a note from the physician treating the employee for the illness causing the sick leave if sick leave: (a) demonstrates an abuse of sick leave; or (b) if there is a pattern of absenteeism.

A pattern of absenteeism shall be defined as:

- (a) absences prior to or after weekends;
- (b) absences prior to or after scheduled days off;
- (c) absences prior to or after holidays;
- (d) the use of sick time intermittently in conjunction with other forms of paid time off;
- (e) absences on the same day every week or month; and
- (f) consistently taking sick days (full day increments or partial day increments) over a period of time (provided, in the event that an employee provides the Board with a note in advance of anticipated medical or dental treatment, such absence shall not counted).

Any abuse of sick leave or pattern of absenteeism may be a basis for discipline.

Five (5) days of accumulated sick leave per contract year may be used for illness to the secretary's immediate family (husband, child, parent) when the presence of the employee is needed. The requirement of a note as set forth herein shall also apply to illnesses to the employee's immediate family.

**Personal Leave.** Each fifty-two (52) week employees may be granted up to four (4) working days during each contract year for certain personal reasons. The attendance secretary shall be granted up to three (3) working days each contract year for certain personal reasons.

Personal leave which is unused in a contract year may be carried over to the following contract year provided the total number of personal days during any contract year shall not exceed six (6) days.

Prior approval of the building principal shall be obtained, in writing, by an employee requesting leave for personal reasons. In the event the employee is not able to reach the building principal for his/her approval, the Superintendent of Schools shall address such requests. Personal leave shall include:

- 1. Legal
- 2. Religious
- 3. Immediate Family - Birth, Marriage
- 4. Inclement Weather
- 5. No Reason (as set forth below)

Immediate family shall be defined as: father, mother, grandmother, grandfather, sister, brother, husband, wife, child, mother-in-law **or** father-in-law,

Personal leave is not intended for or permissible for purposes of extending any weekend, vacation, or social obligation. However, unusual or extenuating circumstances may be approved by the Superintendent of Schools. Up to two (2) days may be taken without stating a reason. This "no reason" day shall not be subject to the weekend, holiday, or vacation restriction.

**Bereavement Leave.** A maximum of three (3) days will be provided with full pay for an absence due to the death of a member of the employee's immediate family.

Immediate family shall be defined as the employee's: father, mother, sister, brother, spouse, child, in-laws or "a domestic partner" as defined below.

A domestic partner shall be defined as two (2) adults of the same or opposite sex who are not related by blood, who have lived together continuously for at least five (5) years and plan to do so indefinitely, who reside at the same address, who are mutually responsible for their common welfare, basic living expenses and financial obligations to third parties (and are otherwise financially interdependent) and who maintain no other domestic partnerships, marriage and are not legally separated from anyone else.

An additional two (2) days may be granted by the Superintendent of Schools, at his/her discretion, upon written request, under extenuating circumstances.

In addition, one (1) day per year may be allowed with full pay for absence due to the death of other family members or friends at the discretion of the Superintendent.

**Jury Duty.** If an employee covered by this Agreement is summoned for jury duty, the employee will be paid the difference between the employee's regular rate of pay and the fee received as a juror.

## **ARTICLE V** **LONGEVITY**

Employees with twenty (20) years of continuous service with the North Stonington Board of Education in a bargaining unit position covered by this Agreement shall receive twenty dollars (\$20.00) per day of accumulated sick leave upon retirement under the applicable pension plan. If a secretary is employed by the Board at the time of death, the estate would be paid this amount.

**ARTICLE VI**  
**INSURANCE & PENSION**

The Employer shall provide and pay for the following insurance for all employees:

1. **Life insurance** - Twenty thousand dollars (\$20,000.00) coverage for individual employees.
2. **Accidental death and dismemberment** - Twenty thousand dollars (\$20,000.00) coverage for individual employees.
3. **Disability income insurance for individual employees** - Benefits up to forty-eight (48) weeks disability, not to exceed sixty-six and two-thirds (66 2/3) percent of employee's earnings.

Benefits to commence after thirty (30) days or conclusion of accumulated sick leave, whichever is greater.

4. The Board of Education shall make available to all eligible, regular, full-time employees and their eligible dependents group medical coverage at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this Agreement.

One hundred fifty dollars (\$150.00) over two (2) year periods (commencing July 1, 2018) vision care programs with benefits and exclusions contained therein for individual employee, their spouse, and dependents up to age twenty-three (23) is also included.

The High Deductible Health Plan ("HDHP") described below shall be the core insurance plan.

Effective for the 2018-2019 contract year, the employee enrolled in the HDHP will contribute fifteen and a half percent (15.5%) of the cost of the insurance premium for the HDHP benefit (including spouse and dependents).

For the 2019-2020 contract year, the employee enrolled in the HDHP will contribute sixteen percent (16%) of the cost of the insurance premium for the HDHP benefit (including spouse and dependents).

For the 2020-2021 contract year, the employee enrolled in the HDHP will contribute seventeen percent (17%) of the cost of the insurance premium for the HDHP benefit (including spouse and dependents).

Commencing during the July 1, 2018 – June 30, 2019 contract year, on an annual basis, in the event that a secretary and his/her family members on the Board's health insurance plan completes a health risk assessment and biometric screening, his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the secretary and his/her spouse and dependents completes a health risk assessment and biometric screening during the July 1, 2018 through June 30, 2019 contract year, the secretary will receive a one percent (1%) reduction in his/her premium share contribution for the July 1, 2019 through June 30, 2020 contract year.

On July 1<sup>st</sup> of the subsequent contract year, the premium share set forth herein shall be in effect for the secretary. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the assessment and from the screening will not be provided to the Board. The only information provided by the carrier to the Board is whether the assessment and screening were completed.

The health risk assessment shall be:

- An annual physical (and any tests related to such physical);
- An annual dental examination;
- A vision exam (in accordance with the frequency requirements of the health care provider);
- Women's Wellness (a mammogram and/or clinical breast exam in accordance with the frequency requirements of the health care provider); and
- Applicable cancer screenings (in accordance with the frequency requirements of the health care provider).

Biometric screening shall measure the following:

- Height and weight in order to calculate the individuals body mass index (BMI);
- Systolic and diastolic blood pressure;
- Total cholesterol;
- HDL cholesterol; and
- Glucose

In year one of the contract (July 1, 2018 through June 30, 2019), the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established HSA.

In year two of the contract (July 1, 2019 through June 30, 2020), the Board will contribute fifty-percent (50%) of the applicable deductible amount into the employee's established HSA.

In year three of the contract (July 1, 2020 through June 30, 2021), the Board will contribute forty-five percent (45%) of the applicable deductible amount into the employee's established HSA.

The Board's contribution toward the deductible will be deposited into the employee's established Health Savings Account ("HSA") on or about July 1<sup>st</sup> fifty percent (50%) of the Board's contribution toward the deductible and on or about January 1<sup>st</sup> the remaining fifty percent (50%) of the Board's contribution toward the deductible in each contract year.

The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

**HDHP Plan features (effective July 1, 2018):**

The HDHP shall have a \$2,000 single, \$4,000 single +1 or \$4,000 family deductible for in-network services.

Prescription drugs are covered as part of the program and are subject to the deductible.

Once the deductible is met, in-network coinsurance will be 100% for covered services, except for prescriptions.

Prescriptions will be subject to co-payments.

Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10 Generic/ \$25 Brand Name/ \$40 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Prescription co-pays are subject to a maximum of \$1,000 for single coverage and \$2,000 single +1 or family coverage.

Out of network medical services will be subject to an 80% plan / 20% member coinsurance to a maximum of \$2,000 for the individual and \$4,000 for the family. The combined in-and-out-of-network out-of-pocket maximum for these services is \$4,000 for the individual and \$8,000 for the family. Prescription drug co-pays are subject to a separate maximum of \$1,000 for the individual and \$2,000 for the family.

- The co-pays for drugs shall not apply to prescriptions under either the Women's Health and Wellness Act or for diabetes
  - Infertility benefits are subject to the state mandate limits
5. **Dental** - The Board of Education shall make available to all eligible, regular, full-time employees and their eligible dependents group dental coverage ("the Dental Plan") at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this agreement.
  6. To be eligible to receive health insurance benefits set forth in this Agreement, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his/her share of the premium set forth above.

Each employee will be informed of the amount of the premium in writing prior to the first or any revised deduction. An employee may forego or withdraw from full coverage rather than pay his/her share of the premium. All insurance benefits, including the reinstatement of discontinued insurance benefits shall be provided in accordance with the terms of the insurance company administering the plan at the time that benefits are sought. Disputes concerning an employee's eligibility or entitlement to the benefits contained therein are matters which are to be resolved by the employee and the insurance carrier administering the plan. Disputes concerning coverage shall not be subject to the grievance procedure contained in this Agreement.

Annually, each secretary may elect to waive both the health and dental insurance coverage listed above, and in lieu thereof shall receive an annual payment, excluding taxes, as follows: single coverage: four hundred dollars (\$400.00); dual/family coverage: one thousand dollars (\$1,000.00).

The election must be made in writing during the period of open enrollment and each employee shall certify that health insurance coverage is being provided by another source. Payments will be made twice a year - one-half (1/2) of the payment being made on the last pay in December and one-half (1/2) of the payment being made on the first pay in June.

The Board of Education shall have the right to change insurance carriers and/or to self-insure in whole or part in order to provide the insurance coverage set forth above, provided that the new coverage is substantially equal to the coverage then being provided on an overall benefit basis.

A secretary that takes retirement at age fifty-five (55) or older shall be able to continue medical and dental coverage through the Board until eligible for Medicare with the retired secretary reimbursing the Board for the coverage elected.

The present pension plan, CNBU Money Purchase Plan, is to remain in force unless changed or amended by mutual agreement.

Effective June 30, 2018, the Board of Education agrees to a ten percent (10%) employee pension contribution to the employee's retirement plan in CNBU.

Effective July 1, 2019, the Board of Education agrees to an eight percent (8%) employee pension contribution to the employee's retirement plan in CNBU.

Effective July 1, 2020, the Board of Education agrees to a seven percent (7%) employee pension contribution to the employee's retirement plan in CNBU.

Any employee hired for a bargaining unit position on or after July 1, 2015 shall not be eligible for the defined benefit plan set forth herein. Such employee may be enrolled in the Board's 403b defined contribution plan.

## **ARTICLE VII** **VACANCIES**

Employees may apply for a vacancy that the Board intends to fill when a job vacancy is announced.

The successful candidate (if any) for the vacancy shall be determined by the needs of the school system as determined by the Superintendent of Schools, the required qualifications for the position, the qualifications of the candidate and the candidate's satisfactory past job performance.

Except for a temporary assignment to a different bargaining unit position, an employee who fills a vacant position within the bargaining unit shall serve a probationary period of thirty (30) working days which may be extended for an additional thirty (30) working days by the Board.

If during the probationary period the employee's performance is not satisfactory to the Board, the Board shall return the employee to his/her former position or a similar position without loss of seniority.

Upon the successful completion of the probationary period, the employee shall be paid at the rate for the new position retroactive to the initial date of appointment.

"Working days" shall be defined as days the employee attends a full work day.

## **ARTICLE VIII** **JOB SECURITY**

For purposes of this Article, seniority shall be defined as the length of continuous service within the North Stonington School system in a bargaining unit position covered by this Agreement.

Continuous service shall not be deemed interrupted as a result of a layoff. Seniority will be considered should a reduction in the work force be deemed necessary by the Board.

## **ARTICLE IX** **PROFESSIONAL DAYS**

Employees shall attend two (2) professional development days during each contract year that are either pre-approved or scheduled by the Superintendent, Professional development days shall be used in order to enhance and improve the skills of secretaries.

Attendance shall be considered mandatory, unless excused by the Superintendent. Employees shall receive their regular hourly remuneration during attendance at each pre-approved professional development day.

## **ARTICLE X** **SCHOOL CLOSING**

In the event that school is closed due to inclement weather or other emergencies, secretaries are expected to report to work. However, the Superintendent at his/her discretion may release secretaries from the requirement that they report to work depending upon the Superintendent's view of circumstances prevailing. If the Superintendent determines that the secretaries need not report to work, the employee will not be penalized.

In the event school is dismissed early due to adverse weather condition, or other disruptions, secretaries will be permitted to leave work with full pay one (1) hour after all students have been released by the Superintendent and are safely out of the school buildings.

In case of emergency situations, such as extended electrical outage, water loss, or other situations that in the Superintendent's opinion makes it impossible for the employee to carry out his/her duties in their normally assigned school building, the Superintendent may dismiss employees for whatever time deemed necessary to correct such conditions without loss of pay.

## **ARTICLE XI** **GRIEVANCE**

1. A grievance is defined as an alleged misapplication or misinterpretation of a specific provision of this Agreement.
2. An aggrieved employee shall within fifteen (15) working days of the occurrence address the grievance with the building principal in an effort to resolve a grievance informally.

Such fifteen (15) working days shall be memorialized by the employee's written submission of a request to meet with the building principal. Failure to submit the written submission within the aforementioned fifteen (15) working days shall be deemed a waiver of the grievance.

3. If this meeting does not resolve the issue, the aggrieved employee may submit a written request for a meeting with the Superintendent of Schools. This request for a meeting must be submitted to the Superintendent within ten (10) working days from the meeting with the Principal. The Superintendent must meet with the aggrieved employee within ten (10) working days of receipt of the request for a meeting.
4. If this meeting does not satisfactorily resolve the issue, the aggrieved employee may submit

a request for a hearing to the Board of Education.

The request for a hearing must be submitted to the Board within five (5) working days of the meeting with the Superintendent.

The Board will meet with the aggrieved employee within fifteen (15) working days of receipt of the request for a hearing.

The Board's decision shall be made within fifteen (15) working days of the meeting and conveyed to the aggrieved employee.

5. The grievance procedure shall be the sole and exclusive remedy for resolving contractual disputes.
6. No rights of an employee shall be abridged as the result of an appeal.
7. The time limits specified at any step may be extended by mutual agreement (except for the initial filing of the grievance).
8. A representative selected by the grievant may be present during any step of the grievance process (if requested).

## **ARTICLE XII** **SAVINGS CLAUSE**

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, by a court of competent jurisdiction, the validity of the remaining provisions of this Agreement shall not be affected thereby.

## **ARTICLE XIII** **MANAGEMENT RIGHTS**

All rights, powers, authority and prerogatives of the Board shall continue to remain exclusively vested in the Board unless specifically limited by the express provisions of this Agreement.

## **ARTICLE XIV** **ALCOHOL AND DRUG TESTING**

In the event the administration has a reasonable suspicion that an employee is using or is under the influence of drugs or alcohol which adversely affects or could adversely affect such employee's job performance, the administration may require the employee to submit to a drug and/or alcohol test in accordance with the following procedures:

### **A. Alcohol Testing**

The administration may require an employee to submit to a chemical analysis of his/her breath, blood or urine samples, provided:

1. That any Breathalyzer test is performed by a competent equipment operator according to methods and equipment approved by the Department of Health Services, or
2. If a blood test is taken, it shall be on a blood sample taken by a person licensed to practice medicine in the State of Connecticut or Rhode Island, a qualified laboratory technician, an Emergency Medical Technician II, or a registered nurse.

**B. Drug Testing**

The administration may require an employee to submit to a chemical analysis of his/her urine. If a urinalysis drug test, using a reliable methodology produces a positive result

1. Such positive result shall be confirmed by a second urinalysis test which was separate and independent from the initial test, using a reliable methodology, and
2. The positive result shall be again confirmed by a third urinalysis drug test which was separate and independent from the initial test, using a gas chromatography and mass spectrometry methodology or methodology which has been determined by the Commissioner of Health Services to be as reliable or more reliable than the gas chromatography and mass spectrometry methodology.

No administrator or his/her designee may directly observe an employee in the process of producing the urine sample.

**ARTICLE XV**  
**DURATION**

This Agreement shall commence on July 1, 2018 and shall be in full force and effect to June 30, 2021, however, the parties agree to reopen Appendix A of this Agreement one (1) year prior to the anticipated completion date of the North Stonington School Modernization Project (hereinafter the "Project") to discuss the impact of the Project, if any, to secretaries covered by the Agreement. The parties further agree to negotiate over changes to the hourly wage rate of a secretary (or secretaries, if applicable) in the event that the parties agree that the completed Project will increase the workload of any specific impacted secretary (or secretaries, if applicable). Any agreed to changes to the hourly wage rates of impacted secretaries will be implemented prospectively upon completion of the Project on a date agreed to by the parties.

The parties further agree in the event that the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to reopen this Agreement for the limited purposes of negotiating a substitute health insurance plan and premium share contributions.

**NORTH STONINGTON BOARD OF EDUCATION**

Date \_\_\_\_\_

By: \_\_\_\_\_  
Christine Wagner, Chairperson

**NORTH STONINGTON ASSOCIATION OF EDUCATIONAL SECRETARIES**

Date \_\_\_\_\_

By: \_\_\_\_\_  
Kelly Gonzalez, President

**APPENDIX A**  
**SALARY SCHEDULE**

**2018-2019 (2.0%)**

	Administrative Secretary	Guidance Secretary	Attendance Secretary
Step 1	12.76	10.99	10.65
Step 2	19.33	15.33	14.94
Step 3	20.60	16.34	15.93
Step 4	21.97	17.42	16.98
Step 5	23.42	18.57	18.11

**2019-2020 (3.00%)**

	Administrative Secretary	Guidance Secretary	Attendance Secretary
Step 1	13.14	11.32	10.97
Step 2	19.91	15.79	15.39
Step 3	21.22	16.83	16.41
Step 4	22.63	17.94	17.49
Step 5	24.12	19.13	18.65

**2020-2021 2.5%)**

	Administrative Secretary	Guidance Secretary	Attendance Secretary
Step 1	13.47	11.60	11.24
Step 2	20.41	16.18	15.77
Step 3	21.75	17.25	16.82
Step 4	23.20	18.39	17.93
Step 5	24.72	19.61	19.12