

6578

6/30/2002



Linden Community Schools

Agreement
Between the

Linden Community Schools
Secretarial Association

and

Linden Community Schools
Board of Education

July 1, 1999—June 30, 2002

Adopted 11/15/00

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All changes per the signed tentative agreement appear in bold print.

AGREEMENT

THIS AGREEMENT, made and entered into by and between Linden Community School District, hereinafter referred to as the "Employer" or the "Board", and the Linden Community School District Secretarial Association, hereinafter referred to as the "Association."

PREAMBLE

Whereas, it is the desire of the parties to this Agreement to work together harmoniously and to promote and maintain relations between the Employer and the Association, which will service to the best interest of the students and staff:

ARTICLE 1: Management Rights

The Employer retains all rights and powers to manage the Linden Community Schools, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the public school system, including, but not limited to, the right:

1. To the exclusive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To determine the hours of work and the duties, responsibilities, and assignment of employees, and the terms and conditions of employment.

ARTICLE 2: Employees' Rights

- A. The provisions of this Agreement and the wages, hours and working conditions of employment shall be applied with regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in the Association.
- B. The Association shall have the privilege of using school building facilities for meetings outside of working hours, provided they comply with the school district policy the same as any other civic organization. Employees shall not be paid for time in attendance at Association meetings.
- C. The Board shall provide financial information requested by the Association when requested in writing. The Board shall make a reasonable effort to provide the information in a timely fashion and to advise the Association of a specific time for information, which is not otherwise readily available.

ARTICLE 3: Compensation, Holidays, Vacation and Act of God Days

- A. The salaries of secretaries covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Secretaries will have the option of receiving their pay in either twenty-two (22) or twenty-six (26) equal pays.

B. With prior approval of the Superintendent, the Board will reimburse members of the Association the cost of tuition, fees and books up to a total of \$400.00 in any one fiscal year for any course work, classes or training which is related to or will augment or improve the secretary's performance of his/her responsibilities. This training includes but is not limited to course work taken at the college level, business or secretarial courses, computer or other high tech courses or training. To receive reimbursement, the secretary must submit proof of successful completion of the work and paid receipts covering same. If the secretary leaves the district within six (6) months after completion of classes, the secretary will be responsible for reimbursing the district for the cost of those classes taken prior to termination.

C. Holidays

1. The following legal holidays shall be observed for secretaries on a 52-week work schedule. They shall be paid for: New Year's Eve, New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve and Christmas Day. Ordinarily, holidays falling on Saturday will be observed the preceding Friday, while those falling on Sunday will be observed the following Monday.
2. The following holidays shall be counted as days worked for secretaries on a work schedule of less than 52 weeks: New Year's Eve, New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve and Christmas Day. Ordinarily, holidays falling on Saturday will be observed the preceding Friday, while those falling on Sunday will be observed the following Monday.

D. Vacation

1. The vacation year will be July 1 through June 30. The vacation service years are to be earned by vacation year through service years in the district. Employees hired during the year will have vacation days pro-rated.

2. 52 Week employees:

Years of Service	Vacation Days
After One Year	5
After Two Years	10
After Five Years	15
After Twelve Years	20

3. If a school year secretary transfers to a 52-week secretarial position, he/she will receive one (1) year of credit for vacation purposes under this schedule for each year of service for the years spent in a secretarial position of less than 52 weeks.

4. Secretaries have the right to choose the time of their vacations subject to the work schedule. No vacation time may be taken while school is in session without permission of the Superintendent or his designee.
 5. Secretaries are permitted to choose either a split or an entire vacation subject to work schedule.
 6. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
 7. Upon transfer to a position requiring fewer working hours or weeks of employment, secretaries shall be compensated for unused vacation at the rate of pay in effect at the time vacation time was earned.
 8. Vacation time is not cumulative and will not be compensated if not taken, unless prior approval is given by the Superintendent or his designee.
- E. In the event the administration finds it necessary to cancel classes due to circumstances beyond its control, secretaries shall be required to report to work only if called by their building administrator or his/her designee to do so by 10:00 a.m. If the building administrator or his/her designee does not call the secretary to report, the secretary shall not be required to report and will be compensated for up to two such days. This compensation will not be charged to either personal time or accumulated sick time.

In the event classes must be cancelled for more days than permitted by the Michigan School Code and it becomes necessary to add additional days to the school year, secretary compensation shall be adjusted so that the secretary does not receive double compensation for any days worked. For example, if the district experiences six (6) snow days throughout the school year and the school code requires the district to make up four (4) of the days, the secretaries would be compensated for each snow day as they occurred but would not be compensated for the four (4) days added to the school year.

ARTICLE 4: Hours of Work

- A. The normal workday shall be seven and one-half (7 ½) hours per day, not including lunch. The normal workweek shall be thirty-seven and one-half (37 ½) hours per week, Monday through Friday, except for employees hired for less hours.
- B. Four (4) hours or less constitutes part-time.
- C. All secretaries shall be entitled to a duty-free uninterrupted unpaid lunch period.
- D. Secretaries will be provided a fifteen (15) minute break time in the morning and in the afternoon. Normally, this break cannot be used at the beginning or end of the workday.

E. Summer work schedule - secretaries shall be afforded the opportunity to "flex" their daily scheduled hours during the summer months with the approval of the Superintendent or his designee.

F. **Summer Coverage at Middle School and High School**

If no secretary in the building is interested in providing summer coverage, any Level II or Level III secretary may apply. If no one applies, the least senior Level II/Level III employee in the bargaining unit shall be assigned to summer coverage and become a 52-week employee for that year.

If a school year secretary transfers to a 52-week position by accepting or being assigned to a summer coverage assignment, vacation time shall become immediately vested. Vacation time cannot be taken during July and is to be taken in that school year (i.e. July 1 - June 30) when school is not in session, unless approved by the Superintendent or his designee. This vacation time is not cumulative and will not be compensated if not taken, unless approved by the Superintendent or his designee.

G. Secretaries shall be notified in writing of the start of the work year no later than two (2) weeks prior to the start of the work year. The secretarial work year will be as follows:

- 52 Week Secretary - 260 work days including holidays and vacations as set forth herein;
- 44 Week Secretary - 220 work days including holidays and vacations as set forth herein;
- 42 Week Secretary - 210 days;
- 40 Week Secretary - 200 days.

H. Any request for comp. time must be submitted in writing from the supervisor and approved in advance by the Superintendent.

ARTICLE 5: Vacancies, Transfers and Promotions

A. A vacancy shall be defined as a newly created position or a present secretarial position that is not filled.

B. Whenever any vacancy in the district shall occur, the Board shall publicize the same by posting in each school building. Vacancy shall be posted for at least ten (10) working days. Said posting shall contain the following information:

1. Position classification
2. Qualifications
3. Location of work
4. Starting date
5. Summary of minimum requirements

Interested employees must apply in writing to the Superintendent or his designee within the ten (10) day posting period. Successful passage of a qualified test and interview will be required prior to filling any vacancy, new hire, or promotion.

- C. The parties agree that from time to time it may be in the employer's best interest to fill a short-term vacancy by an existing employee. When such short term vacancies are filled by existing employees and the position being filled is of a higher classification and rate of pay, the employee filling the position shall receive the lowest established rate of pay for the position being filled which would constitute an increase in the rate of pay for the individual filling the vacancy. The individual filling the position on the temporary basis will not earn seniority in the position but will continue to earn seniority in their original position as if they continued to fill the original position. The Board will review the performance of the individual filling the short-term vacancy at the end of thirty (30) days. If the performance review is unsatisfactory, the individual who has filled the vacancy will be returned to their original position. The Board, at its sole discretion, will determine whether to continue to fill the vacancy with another Association member or to fill the position through external posting.

ARTICLE 6: Paid Leave

- A. At the beginning of each school year, school year secretaries shall be credited with ten (10) sick days; school year part time (4 hour) secretaries shall be credited with ten (10) 4 hour sick days; full year secretaries shall be credited with twelve (12) sick days. There shall be no limit on accumulation.
- B. Sick days without loss of pay may be taken for the days scheduled to work up to the maximum accumulation of such sick days for the following reasons and subject to such limitations as provided:
1. Illness or physical disability or any exposure to contagious disease that requires isolation as certified to by a physician licensed to practice. The Board or its designees reserve the right to require a physician's statement for any period of illness or disability.
 2. For serious emergency illness or disability in the immediate family and/or to make arrangements for medical or nursing care for serious emergency illness or disability in the immediate family. However, the Board may require verification of the need at its discretion.
 3. At the end of each school year a secretary shall, at his/her option. Be compensated at the rate of 20% of the daily wage for a maximum of twelve (12) days over eighty (80) days; ten (10) days for school year employees or allow them to accumulate.
- C. Personal Days - Three (3) personal days will be granted per year for both school year full-time and full-year secretaries. Personal days will be added to sick bank if not used.
- D. Bereavement Days - In the event a death occurs in the immediate family of an Association member, Association members shall be granted a maximum of three (3) days paid leave per incident, days of which shall be between the time of death to and including the day of the funeral. Immediate family shall be interpreted as husband, wife, children, mother, father, brother, sister, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, and grandparent. Bereavement days are not accumulative. The Superintendent or his designee may grant additional time for travel incidental to the bereavement event but such travel time will be charged against accumulated personal and/or vacation time when taken.

- E. Coordination of Sick Leave and Workers' Compensation - In the event a member of the Association is unable to work due to a work related injury, said member will be allowed to use accumulated sick leave days until Workers' Compensation becomes effective. The Employer's maximum liability under this paragraph shall be the salary amount of the secretary's accumulated sick leave days at the time of the claim. If the secretary is receiving Workers' Compensation benefits from the School District, she will continue to have her health insurance and dental insurance paid by the Board. These benefits are subject to the rules and regulations of the Board's Carrier and the Board's only responsibility is to pay the School District group rate premiums if allowed to do so by the Board's Carrier. The secretary will continue to accumulate seniority if she is receiving Workers' Compensation benefits from the school district.
- F. Jury Duty - If called for jury duty, a secretary will be expected to request service during the summer months or at other times when school is not in session. While on jury duty, the Board will pay the difference between the amount paid by the court, excluding mileage and expenses, and the amount ordinarily received in salary. The secretary will be required to work the days she is not serving as a juror. While on jury duty, no deduction will be made from sick days and/or vacation days.

ARTICLE 7: Unpaid Leaves of Absence

- A. After completion of his/her probationary period, a secretary whose personal illness extends beyond the accumulation of his/her sick leave days shall be granted, upon written request, a leave of absence without pay and without benefits for a period of up to six (6) months. During this period, he/she may return to the same position. This position will be posted to a thirty (30) day maximum period on a temporary filling of the job. After thirty (30) days, the position shall be posted and will be filled by qualifications, at the rate of pay of 0 step on the Class I Secretary salary scale. Any secretary not returning to work upon the expiration of his/her unpaid leave shall be terminated. If the secretary does not return, then the position must be posted as an open position. If the secretary who was on leave returns to his/her position as allowed, then the secretary who filled the position will be considered as having his/her position eliminated.
- B. Personal Leave of Absence - A personal leave of absence without pay and without benefits may be granted upon written request for a period of up to ninety (90) calendar days. During this period of absence, a secretary may return to the same position and maintain any accumulated sick leave. If a secretary does not return from this leave as scheduled, he/she will be deemed to have terminated his/her employment.
- C. Childcare Leave - After the completion of his/her probationary period, a secretary may request a childcare leave for up to a six (6) month period. He/she may return to the same position upon approved doctor's release. The secretary shall notify the board of his/her intention to return at least twenty (20) working days before the extension of his/her leave. Failure to so notify the board of his/her intention to return shall be deemed to mean that the secretary has resigned his/her position. This leave shall be without pay, without benefits, and without salary credit. A childcare leave is normally defined as taking a leave to be with a child in your household up through age six (6).

ARTICLE 8: Miscellaneous Provisions

- A. Any secretary desiring to resign shall file a resignation letter with the Board Office at least ten (10) working days prior to the effective date.

Any secretary who discontinues her services does not forfeit his/her right to earned vacation time.

- B. Secretaries will be evaluated annually by their administrator. **A standard evaluation form will be used.**
- C. A secretary shall serve a probationary period of ninety (90) working days.

ARTICLE 9: Severance Pay

In appreciation for services to the school district, a severance payment will be offered, except in cases of discharge, on the basis of unused accumulated sick days. A lump sum pay out of \$12.00 per unused sick day for the member with less than five years service to the district, of \$18.00 per unused sick day for members with five through eight years of service to the district, and of \$25.00 per unused sick day for members with nine years or more service to the district shall be made to a maximum of \$2,000.00.

ARTICLE 10: Insurance Protection

- A. An employee who is regularly scheduled to work six (6) or more hours per day will be eligible for the following benefits:
1. Hospitalization Insurance - if an eligible employee elects not to enroll in hospitalization insurance, the employee will be eligible for the following:
 - a. \$60.00 (\$65.00 effective July 1, 1997) per month in cash.
 - b. Short-term disability insurance.
 - c. Since dual coverage is prohibited, the additional out-of-pocket cost the employee's spouse will incur to enroll the employee with the spouse's employer will be paid by the district subject to the following. The amount will not exceed the lesser of:
 1. The cost assumed by the employee's spouse in enrolling the employee under the spouse's (i.e. the difference between the single and two-party enrollment) plan plus the cost of the short-term disability insurance under paragraph "b" above; or
 2. The cost differential of having enrolled the spouse under the district's plan (i.e. the difference between single and two-party enrollment).
 2. Dental Insurance

3. \$20,000.00 in group term-life insurance.
 4. Vision Insurance (if not enrolled elsewhere).
- B. An employee who is regularly scheduled to work at least four (4) hours per day but less than six (6) hours per day will be eligible for \$5,000.00 in group term-life insurance.
- C. The specific insurance administrators and/or underwriters will be determined by the Board. In the event of a change of insurance administrators and/or underwriters, the plans will be comparable to those offered to secretaries in June of 1996.
- D. The insurance provisions are subject to the following provisions:
1. The Board's sole responsibility is to pay up to full family premiums on behalf of eligible employees following the completion of all necessary enrollment requirements by the employee and acceptance of the application by the insurance administrators and/or underwriters.

In order to effect a change in benefits or initiate benefits, the employee must complete the appropriate forms at the Central Office.
 2. The provisions of the group policy as to the commencement and duration of benefits and all other aspects of coverage will govern.
 3. Premium payments will be initiated on behalf of employees on the first day of work, subject to the limitations set forth in Section D(2) above.
 4. For those employees whose employment is severed, premium payments will be discontinued effective the last day worked.
 5. For those employees who are laid off, premium payments will be discontinued at the end of the month in which the employee was laid off.
 6. Premium payments will be continued for those employees who complete the work year who are not scheduled to work for portions of the summer months unless the employee is laid off.
 7. Unless the employee is eligible for a longer period of premium continuation under the Family Medical and Leave Act, premiums will be discontinued for an employee absence due to illness or disability upon exhaustion of accumulated sick leave.

ARTICLE 11: Seniority, Layoff and Recall

- A. Seniority shall be defined as the length of continuous service to the district within the bargaining unit.

Seniority shall accumulate during periods while on payroll, when on leave of absence and during periods of layoff.

Seniority will not be granted for prior service for those employees who sever employment and are rehired.

Seniority will not be granted for time outside of the bargaining unit or for time worked as a substitute prior to being hired as a regular employee within the bargaining unit.

Newly hired employees must fulfill a probationary period of ninety (90) work days. Days missed during the probationary period will serve to extend the ninety (90) day period. There will be no seniority among probationary employees. However, upon completion of the probationary period, the employee will be entered on the seniority list based upon the first day of the probationary period. Probationary employees are subject to termination at the discretion of the Board.

- B. The word "layoff" means the elimination of a position. A reduction in hours does not constitute the elimination of a position.

In the event of a layoff, the following procedure will be used. It is expressly understood that the following provisions are conditioned upon the employee(s) affected by a layoff and exercising potential reassignment rights, being qualified as determined by the Board. In determining qualifications, job related testing will be utilized as part of the assessment.

1. Probationary employees maintaining positions that are eliminated will not have any reassignment or recall rights.
2. Non-probationary employees occupying positions, which are scheduled to be eliminated, will be reassigned in the following sequential order in order to reduce the disruptive effect of the reductions.
 - a. To either an existing bargaining unit vacancy within the Classification (See Appendix A) or to the assignment held by the least senior employee in the Classification (See Appendix A).
 - b. To either a vacancy in the next lowest Classification (See Appendix A) or to the assignment held by the least senior employee in the next lowest Classification (See Appendix A).
 - c. It is agreed that the Transportation Secretary, Accounts Payable Clerk, Payroll Clerk, Special Education Secretary and Assistant Superintendent's Secretary may not be displaced by another employee as a result of the procedures set forth in this article.
3. Non-probationary employees who are completely laid off will be eligible for recall for a period of two (2) years from the effective date of layoff.

Employees who are laid off will be given at least three (3) business days notice of layoff in writing.

Employees who are laid off may be afforded the opportunity to fill vacancies resulting from absences.

Notice of recall will be sent to last known address of employee on file with the Business Office by certified mail. Recall and employment rights will terminate for the following:

- a. The recall notice is returned to the district as not accepted or not deliverable.
- b. The employee fails to notify the district of their intent to return within (3) business days or receipt of the notice.
- c. The employee fails to report to work on the day directed by the district.

ARTICLE 12: Grievance Procedure

A. Definitions

1. A grievance is an alleged violation of the specific and express terms of this Agreement.
2. The term "employee" shall mean an individual employee or a group of employees having the same grievance.

B. Grievances of employees within the Association shall be processed in the following manner:

Step 1. Informal Review:

The grievance must first be discussed with the employee's building supervisor. Either party may elect to skip the informal review and proceed to Step 2 but the parties hereby agree to attempt resolution of all grievances at this step.

Step 2. Building Supervisor Review:

The aggrieved employee(s) must present a written statement of his/her grievance within ten (10) working days of the occurrence or event giving rise to the grievance. The statement shall:

1. Be signed by the employee(s) and the Association representative;
2. Specify the date of the occurrence of the event aggrieved and the date for filing the grievance;
3. Specify the facts giving rise to the grievance;
4. Specify the portions of the Agreement which were allegedly violated; and
5. Specify the relief sought.

Step 3. Superintendent Review

In the event the Association is not satisfied with the disposition of the grievance at Step 2, the Association may appeal the determination to the Superintendent. The appeal must be submitted to the Superintendent in writing within ten (10) working days of the building supervisor's written response. The Superintendent or his designee shall issue a final disposition, in writing, within ten (10) working days of receipt of the appeal or shall contact the Association representative to request a longer response time as conditions merit. Either party shall have the opportunity to discuss the grievance appeal at a mutually convenient time and location upon request before or after the Superintendent's response. The Superintendent's determination shall be binding on all parties.

ARTICLE 13: Longevity

Longevity:	10 years	\$100.00
	15 years	\$150.00
	20 years	\$200.00
	25 years	\$250.00
	30 years	\$300.00

Beginning with the 2000-01 school year, employees shall receive in the first pay of December longevity pay based on their completed years of service as of June 30 of that calendar year.

If an employee was on unpaid leave of absence for more than fifty percent (50%) of the employee's employment year (10 months for school employees or 12 months for full year employees) that year will not count toward service credit in calculating years of service to receive longevity.

ARTICLE 14: Duration of Agreement

This Agreement shall become effective upon ratification by the parties and shall remain in effect until June 30, 2002.

The hourly pay schedule set forth in Appendix A for 1999-2000, 2000-2001, and 2001-02 will be paid retroactively as set forth below:

Retroactive pay will be paid prior to Christmas break, 2000.

LINDEN BOARD OF EDUCATION

Charles D. Roor
President

Cathy A. Hairman
Secretary

SECRETARIAL ASSOCIATION OF
THE LINDEN COMMUNITY SCHOOLS

Janni Athrop
Representative

Kathy Rice
Representative

Dated: 5-24-01

Dated: 5-24-01

APPENDIX A

1999-00 HOURLY PAY RATES

Classification	Job Titles	Steps	Rate	Step Placement
I	Part-time Attendance Secretary	1	\$ 9.00	S. Burke, S. Martin, K. Robbins, J. Smith
	Admin. Building Secretary	2	9.52	
	Community Ed. Secretary	3	10.06	
	Part-time Athletic Secretary			
II	M.S. Assistant Secretary	1	\$ 10.22	Stratton, Rice
	Special Education Secretary	2	10.56	
	H.S. Counselor Secretary	3	10.90	
	H.S. Assistant Secretary			
III	Elementary Bldg. Secretary	1	\$11.18	T. Brady, M. Callard R. Eddy, J. Lathrop
	M.S. Building Secretary	2	11.79	
	H.S. Building Secretary	3	12.39	
	Business Office Secretary			

2000-01 HOURLY PAY RATES

Classification	Job Titles	Steps	Rate	Step Placement
I	Part-time Attendance Secretary	1	\$ 9.24	S. Burke, S. Martin, K. Robbins, J. Smith
	Admin. Building Secretary	2	9.78	
	Community Ed. Secretary	3	10.33	
	Part-time Athletic Secretary			
II	M.S. Assistant Secretary	1	\$ 10.50	Stratton, Rice
	Special Education Secretary	2	10.85	
	H.S. Counselor Secretary	3	11.19	
	H.S. Assistant Secretary			
III	Elementary Bldg. Secretary	1	\$11.48	T. Brady, M. Callard R. Eddy, J. Lathrop
	M.S. Building Secretary	2	12.11	
	H.S. Building Secretary	3	12.72	
	Business Office Secretary			

2001-02 HOURLY PAY RATES

Classification	Job Titles	Steps	Rate	Step Placement
I	Part-time Attendance Secretary	1	\$ 9.48	S. Burke, S. Martin, K. Robbins, J. Smith
	Admin. Building Secretary	2	10.03	
	Community Ed. Secretary	3	10.59	
	Part-time Athletic Secretary			
II	M.S. Assistant Secretary	1	\$ 10.76	Stratton, Rice
	Special Education Secretary	2	11.12	
	H.S. Counselor Secretary	3	11.48	
	H.S. Assistant Secretary			
III	Elementary Bldg. Secretary	1	\$11.78	T. Brady, M. Callard R. Eddy, J. Lathrop
	M.S. Building Secretary	2	12.41	
	H.S. Building Secretary	3	13.05	
	Business Office Secretary			

1. Employees voluntarily transferring between classifications and employees newly hired into the bargaining unit will be placed on Step 1.

Employees placed into a lower paying classification under the provisions of Article 11 (Layoff and Recall) will be placed on the step reflecting the employee's years of service within the bargaining unit.

2. Increments for eligible employees will be issued on July 1 each year to employees who have worked at least seventy-five (75) percent of the work days for which the position was scheduled in the preceding fiscal year.
3. Those employees identified as being "off-schedule" below, will continue to receive the "off-schedule" rate provided the employee remains continuously employed in the classification to which the employee was assigned on March 1, 1996. In the event of a change in classification, the employee will be placed on the appropriate step (rate closest to but not less than the employee's "off-schedule" rate) of the salary schedule.

Name	Classification	1999-00 Hourly Rate
Ahearne	I	\$12.83
Smith, B. Rucker	II	\$13.25 11.17
Eddy Holtslander	III	\$13.25 13.25

Name	Classification	2000-01 Hourly Rate
Ahearne	I	\$13.18
Smith, B. Rucker	II	\$13.61 11.47
Eddy Holtslander	III	\$13.61 13.61

Name	Classification	2001-02 Hourly Rate
Ahearne	I	\$13.52
Smith, B. Rucker	II	\$13.96 11.77
Eddy Holtslander	III	\$13.96 13.96