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MASTER CONTRACT



# **KEARSLEY COMMUNITY SCHOOLS BOARD OF EDUCATION** AND **MICHIGAN EDUCTAION** SUPPORT PERSONNEL ASSOCIATION JULY 1, 1986 - JULY 1, 1989

#### ARTICLE I

#### RECOGNITION

1.1 The Board of Education recognizes the Michigan Educational Support Association (MESPA) as the exclusive representative of all fulltime and regular part-time clerical, secretarial, and media aide employees; excluding confidential employees, temporary employees, substitutes and students enrolled for work experience or credit.

#### ARTICLE II

#### BOARD RIGHTS

- 2.3 The MESPA recognizes and agrees that the Board, as the employer, has the responsibility and the authority to manage and direct, by the establishment of and administration of policy, in behalf of the public, all the operations and activities of the Kearsley Community School District to the full extent of the law.
- 2.4 It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to the following:
  - A. Full and exclusive control of the management of the school district; the supervision of all operations; the methods, processes, means and personnel by which any and all work will be performed; the control, property and the composition and assignment of the size and type of its working forces.
  - B. The right to change or introduce new operations, methods, processes and the right to determine to what extent work shall be performed by employees.
  - C. The right to hire, establish and change work schedules, set hours of work; establish and eliminate classifications, assign, transfer, promote, demote, release and lay off employees.

- D. The right to determine qualifications of employees.
- E. The right to discipline, suspend, and discharge employees and to maintain an orderly, effective and efficient operation.

#### 2.5 Waiver:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in the Agreement. Therefore, the District and the MESPA for the life of this Agreement each voluntarily and unqualifiedly agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement; however, either party may request that negotiations be open and for a specific purpose, and, upon consent of the other party, negotiations shall take place on issues specified.

2.6 Entire Agreement:

This contract constitutes the sole and entire Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the life of the contract.

2.7 Past Practice:

This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

2.8 Severability:

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE III

#### ASSOCIATION RIGHTS

- 3.9 The MESPA shall have the right to use building facilities and equipment consistent with Board policy. MESPA shall pay for the reasonable cost of all material and supplies incident to such use.
- 3.10 The MESPA shall have reasonable use of school mail service.

3.11 The Board agrees to provide a payroll deduction plan for those bargaining unit members properly enrolled in the Flint Teacher's Credit Union.

It is understood that those wishing to enroll, make changes (once enrolled), or drop from participation in said Credit Union, shall make all such arrangements through the Flint Area School Employees Credit Union, who, in turn, shall furnish all necessary information, forms, authorizations, etc., to the Business Office of the Kearsley Community Schools.

- 3.12 Other voluntary deductions:
  - A. Washington National
  - B. Blue Cross-Blue Shield
  - C. Flint Area School Employees Credit Union
  - D. Union Dues
  - E. U.S. Government Bonds
  - F. Red Feather Contributions
  - G. Annuities as agreed
  - H. Other deductions as approved by the administration and union
- 3.13 Once enrolled, the Business Office of the Kearsley Community Schools shall not be required to make more than one change in enrollment status of any approved deduction plan during the school year. Request for more than the one change, due to extenuating circumstances, shall be in writing and shall be approved, if a reason satisfactory to the employer is provided.
- 3.14 Each employee shall have access to and the right to inspect and to acquire copies of her/his personnel file in accordance with the provisions of Public Act 397.
- 3.15 No person or persons shall be discriminated against on the basis of race, age, sex, creed, color, national origin, marital status, or membership in or association with the activities of MESPA.
- 3.16 Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Bargaining Unit Member shall have the right freely to organize, join, and suport MESPA for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Bargaining Unit member in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any Bargaining Unit Member with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in MESPA, her/his participation

in any activities of MESPA or collective negotiations with the Board, or her/his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- 3.17 It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all employees who are beneficiaries of such agreements. To this end, in the event that an employee shall not join the Association and execute an authorization for dues deduction, such employee shall, as a condition of continued employment by the Board execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association, which sum shall be forwarded to the Association. (Effective September 1, 1979)
- 3.18 The procedure in all cases of discharge for violation of Paragraph 3.17 shall be as follows:
  - A. The MESPA shall notify the employee of non-compliance by registered mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not affected.
  - B. If the employee fails to comply, the MESPA shall so notify the Board by registered letter, and shall request termination of the employee's employment.
  - C. Termination of services for non-compliance may be no later than six weeks from receipt of notification to the Board.
- 3.19 The MESPA agrees to assume the legal defense of any suit or action brought against the Board regarding Paragraphs 3.16 through 3.18 of this Agreement. The MESPA further agrees to indemnify the Board for any costs, back pay, or damages which may be assessed against the Board as the result of said suit or action subject, however, to the following conditions:
  - A. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
  - B. The MESPA, after consideration with the Board, has the right to decide how to defend said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section, or the defense which may be assessed against the Board by any court or tribunal.
  - C. The MESPA has the right to choose the legal counsel to defend any said suit or action.
  - D. The MESPA shall have the right to compromise or settle any claim made against the Board under this section.
- 3.20 The President of MESPA shall be sent two copies of the names of new hires and their classification assignment within five working days of first day of employment.

#### ARTICLE IV

#### WORKING HOURS

- 4.21 The regular working day shall be eight (8) hours for secretaries and clerks. Regular work day hours for media aides shall be established at the beginning of each school year. The regular work day shall include two fifteen minute breaks and exclude a half-hour duty free lunch.
- 4.22 When overtime work is required, the employee shall be compensated at the rate of one and one-half (1½) her/his regular rate of pay or shall be given equal compensatory time off. Compensatory time shall be used within the same pay period and shall be scheduled by mutual agreement between the employee and her/his immediate supervisor.
- 4.23 One bargaining unit member in each building shall be provided First Aid and CPR Training at Board expense. Compensatory time shall be provided that employee for his involvement in such training. If there are no volunteers, lowest seniority bargaining unit member in the building shall be designated for such training.
- 4.24 Inclement Weather:

During periods of school interruption caused by what shall be referred to as an "Act of God", where professional staff does not work, secretaries will not report. If asked to report, employee will be paid at double time and if unable to drive, supervisor will pick up employee.

Secretaries reporting to work under circumstances described above shall not be required to work beyond departure of the immediate supervisor.

- 4.25 For the duration of the Agreement, the Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of education activities due to a cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part, by members of the bargaining unit for any reason and no officer or representative of the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.
- 4.26 A. For the duration of this Agreement the work year for all classifications shall be as per current practice.
  - B. The work schedule for employees who work 43 weeks shall be two weeks prior to the beginning of school and two weeks following, one week prior to and three weeks following, or three weeks prior to and one week following. Exceptions may be made by mutual agreement.
- 4.27 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- 4.28 It shall be the Board's responsibility to provide proper training and support when new equipment or jobs are implemented.

#### ARTICLE V

#### PAID LEAVES

- 5.29 Sick leave will be granted to all clerical employees on the basis of one day for each month worked (i.e., 10 month employees, 10 days; 11 month employees, 11 days; 12 month employees, 12 days) accumulative to 75 days. The appropriate number shall be granted at the start of each school year. Sick leave is to be used for absence caused by illness or physical disability or for quarantine of employee in case of contagious disease, such quarantine having been imposed by the health authorities. Pregnancy-related illness or disability shall be treated as any other illness or disability.
- 5.30 Legitimate and ethical reasons for sick leave are:
  - A. Illness or physical disability of the employee.
  - B. Illness and/or death in immediate family which shall include mother, father, mother-in-law, father-in-law, sibling, spouse, and children.
- 5.31 An employee will give notice of impending absence and anticipated length of absence as soon as practicable. Any change in anticipated date of return shall be promptly reported. A doctor's statement may be required when there is a doubt as to the legitimacy of sick day utilization.
- 5.32 Three personal days per year (non-accumulative as personal days) may be used from accumulated sick leave with approval of supervisor.
- 5.33 Bargaining unit members shall be paid for the following holidays when they fall within their work year:
  - A. Labor Day, 1; Thanksgiving, 2; Christmas Eve, ½; Christmas, 1; New Year's Eve, ½; New Year's Day, 1; Good Friday, 1; Memorial Day, 1; Independence Day, 1; one floating holiday for 52 week employees only.
  - B. On days prior to holidays, employees shall be excused from work, with pay, no later than one-half  $\binom{1}{2}$  hour after school is dismissed.
  - C. An additional "Floating Holiday" of one half (1/2) day duration shall be given to those bargaining unit members who work in the Elementary Schools or in buildings without students.
  - D. Two additional Floating Holidays.
- 5.34 Employees who are on unauthorized leave the day before or the day after a holiday will forfeit said pay for holiday. An employee off sick the day before or after the holiday may be required to submit medical proof of illness in order to receive holiday pay.
- 5.35 Those individuals employed on a full-time basis and assigned on a twelve (12) month basis shall be eligible for the following paid vacation benefits:

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- A. Employees who are employed for 52 weeks shall earn vacation at the rate of <sup>1</sup>/<sub>2</sub> day per month, excluding July and August, until they reach two full years of employment in the district. 52 week employees completing two full years of employment with the district will receive vacation credit at the start of each school year following the employees second anniversary as follows. Vacation time shall be prorated in the year an employee leaves the district. Vacation days shall be non accumulative.
- B. Two (2) to nine (9) years 2 weeks with pay.
- C. Nine (9) to seventeen (17) years 3 weeks with pay.
- D. Over eighteen (18) years 4 weeks with pay.
- 5.36 Vacation requests will be approved by the appropriate supervisor at least 30 days in advance. Vacation requests received later than 30 days prior may also be approved. Approved vacation schedule may only be changed in emergency situations. New hires may not use accumulated vacation prior to the beginning of the 6th full month of employment in the District.
- 5.37 Employees who are called for jury duty during the work year shall be docked in pay until proof of attendance is provided to the Personnel Office. Upon receipt of the proof of attendance the employee will be reimbursed his regular daily wage less any compensation received as a result of his court responsibility.
- 5.38 No employee shall suffer loss of pay or accumulated sick leave as a result of any work related injury, illness or disability for the first seven days of such injury, illness or disability.
- 5.39 In the event a 42 or 43 week employee is upgraded to a 52 week position, that employee will receive full credit for past unit seniority toward vacation time.

#### ARTICLE VI

#### UNPAID LEAVES

- 6.40 Upon expiration of accrued sick days, a leave of absence for illness or disability may be granted for a period not to exceed twelve (12) months. Leave for personal reasons may also be granted, but it shall not be required that accrued sick leave be used in order to qualify for such leave.
- 6.41 Upon return from leaves of absence, the employee will be reinstated to her/his former position provided that the leave is no longer than 90 calendar days.
- 6.42 Employees on leave more than 90 calendar days and less than 2 years will be granted the first available bargaining unit position. If there is no available position for 2 years after the conclusion of the leave, the Board will have no further obligation to rehire.
- 6.43 Application and approvals for leaves and extentions of leaves shall be in writing and shall state beginning and ending dates of such leaves.

#### ARTICLE VII

#### VACANCIES, PROMOTIONS, TRANSFERS AND LAY-OFFS

- 7.44 The transfer, assignment and/or promotion of employees shall be the sole responsibility of the Board, subject to the following:
  - A. It shall be the policy of the Administration to cooperate in every practical way with employees who desire transfers to new positions or vacancies which may occur in the school system.
  - B. Notice of vacancies, openings and/or new positions shall be prepared and sent to the MESPA President and posted in each school building. In the event no applications for a position so posted are received by the Personnel Office within seven (7) calendar days of such posting, such positions shall be filled without further obligation or consideration of MESPA. During the summer months, postings shall be mailed to all bargaining unit members. Deadline for applications shall be ten (10) days following postmark of the mailing.
  - C. Since the frequent transfer of employees from one school to another may be disruptive to the educational process and interfere with optimum performance, the parties agree that unrequested transfers of employees are to be minimized.
  - D. The ability, experience, training and capability of all applicants or candidates shall be reviewed and considered by the administrators involved. In cases where above factors are considered equal, preference shall be given in order of seniority.
- 7.45 Seniority:
  - A. Employees shall be regarded as temporary employees until they have completed the 90 calendar days probationary period. There shall be no responsibility for the re-employment of temporary employees if they are laid off or discharged during this period.
  - B. Upon successful completion of the 90 calendar days probationary period, the employee's seniority shall be counted retroactively to the individual's first day of employment with the district.
  - C. A seniority list shall be established as of the signing of this document. Present bargaining unit members shall be consulted as to their dates of hire and the Board and Association will finalize the list. Any ties shall be broken by a drawing of the parties involved.
  - D. Seniority shall not be accrued when on a non-paid leave of more than 90 days.
  - E. A year of seniority shall accrue for each contracted work year.
  - F. When an employee has left the bargaining unit and returns, prior unit seniority is reclaimable only if that employee was holding a unit position within the district.

- A. When it is necessary to lay-off bargaining unit members, lay-off shall be in reverse order of seniority. Employees may bump the least senior person in each classification for which they are qualified in order to remain employed. This paragraph shall be limited only by Paragraph 7.44 D.
- Laid-off employees shall be put on a list for recall. If, after two years the employee has not been recalled, she/he shall be dropped from the recall list.
- C. Recall shall be in order of seniority so long as the laid-off employee is qualified to fill the available openings. No new hires shall be made when a qualified employee is on the lay-off list.
- D. When a position is instituted with special funding, the employee shall be notified prior to beginning work of the temporary nature of the position. When funding shall cease or an employee shall no longer be eligible for employment under that program, that person shall be notified in writing of her/his termination.

Employees so affected shall automatically be placed on the lay-off list by seniority (as provided in 7.42 C) unless notified in writing that their work has been unsatisfactory.

The procedure for determining satisfactory work performance shall be:

- A written evaluation by the employee's immediate supervisor will be conducted at least once annually or during the term of employment if term is less than one year.
- 2. An employee whose annual evaluation is deemed unsatisfactory and reaffirmed 10 days prior to severance shall not be included on the lay-off list as provided above.
- 7.47 It shall be the responsibility of the employee to provide the employer a two (2) week notice prior to voluntary severance of employment.
- 7.48 When an employee is promoted to a higher classification, she/he shall be moved to the appropriate classification on the salary schedule at the one year less experience rate for 90 days. After 90 days, if performance has been satisfactory, she/he shall be moved up to the next experience level. In no case shall the promotee be paid less than she/he received in the previous position.

#### ARTICLE VIII

#### DISCIPLINE, DISCHARGE AND EVALUATION

8.49 Discipline and Discharge:

Each employee shall be informed of job expectations. Any resulting disciplinary action shall be in writing and a copy shall be forwarded to the employee.

8.50 Evaluation of Clerical Staff:

- A. The work performance of all clerical staff shall be evaluated in writing at least once annually.
- B. Evaluations shall be conducted by the employee's immediate supervisor.
- C. A copy of the written evaluation shall be given to the employee.
- D. Each employee may attach a written response to each evaluation.

#### ARTICLE IX

#### GRIEVANCE PROCEDURE

- 9.51 Definition: A grievance shall mean a complaint by an employee in the Bargaining Unit that there has been a violation, misinterpretation or inequitable application of a provision of this Agreement. As used in this Article, the term "employee" may mean a group of employees having the same grievance.
- 9.52 The employee who feels that she/he has a grievance should first take the matter up verbally with the principal of the school or the employee's immediate supervisor within ten (10) working days following the act or condition which is the basis of her/his grievance or her/his reasonable discovery of the act or condition. The principal/supervisor will attempt to resolve the problem with the employee.
- 9.53 If this fails to resolve the grievance, it shall be reduced to writing, specifying the section of the contract allegedly violated, the violation and the remedy sought.
- 9.54 Within five (5) working days of receipt of the written grievance, the principal/supervisor shall arrange a conference with the view of satisfactorily resolving the grievance. The time of the conference may be mutually agreeable to both parties. The employee may appear personally or he may be represented by the MESPA or both. Such conference shall be scheduled at a time when there is no disruption of normal routine and duties of the employee.
- 9.55 Within five (5) working days after such conference, or longer if mutually agreed in writing, the principal/supervisor shall answer such grievance in writing.

- 9.56 If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer the principal/supervisor's decision will be final.
- 9.57 If the MESPA does not accept the principal's answer, or if no answer is received in timely fashion, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him within five (5) working days.
- 9.58 Within five (5) working days of receipt of the written appeal, the Superintendent or his designated representative will hold a conference to satisfactorily resolve the grievance.
- 9.59 Within the five (5) working days, or long if mutually agreed to, the superintendent or his designated representative shall answer in writing. Such answer shall be final and binding unless appealed to the next step within thirty (30) calendar days from the date of the Superintendent's written decision.
- 9.60 If MESPA is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievance may be transmitted to the Board of Education.
- 9.61 The Board, not later than its next official meeting or two (2) calendar weeks, whichever shall be later, shall hold a hearing on the grievance. Disposition of the grievance, in writing, by the Board shall be made no later than seven (7) calendar days following the hearing.
- 9.62 If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within ten (10) school days to arbitration before an impartial arbitrator; he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
- 9.63 The fees and expenses of the arbitrator will be shared equally by the parties.
- 9.64 The time limits provided in this section shall be strictly observed but may be extended by written agreement of the parties.
- 9.65 Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.
- 9.66 If a grievance arises from the action of an authority higher than the immediate supervisor or the bargaining unit member, MESPA may present such grievance at the appropriate step of the grievance procedure.

#### ARTICLE X

#### FRINGE BENEFITS

- 10.67 Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish all full-time employees the following insurance protection upon completion of 30 working days:
  - A. Hospitalization and Medical Protection:
    - 1. It is the agreed intent to provide full family hospitalization and medical protection to those on the clerical staff in the form of Blue Cross/Blue Shield 4.0 Plan.
    - 2. The Board will provide at its expense, a monthly minimum contribution of \$40.00 or an amount equal to bargaining KEA employees, whichever is greater, not to exceed \$50.00, to the annuity of the employee's choice from the list of approved annuity plans in lieu of participation in the district's health plan.
  - B. Long Term Disability Insurance.

The Board shall provide without cost to the employee, Long Term Disability Insurance assuring payment to the employee in the event of long term disability, a monthly income benefit equal to sixty percent of basic monthly earnings to age sixty-five, with equal benefits beyond 65 but with lesser duration in accordance with the Department of Labor guidelines. This long term disability benefit will start after seventy-five (75) consecutive working days of total disability in accordance with the terms of said policy.

C. Life Insurance.

The Board shall provide without cost to the employee a \$15,000 life insurance policy to age sixty-five (65). Upon reaching age sixty-five, such insurance coverage shall be reduced to a level of insurance purchasable by equal contribution as all non-65 years or older employees.

D. Dental Insurance.

Family dental insurance shall be provided with the following benefits:

Routine Treatment	80%
Major Treatment	60%*
Orthodontic Treatment	60%**

Subject to the following annual and lifetime limits:

\*\$750 Annual Maximum \*\*\$750 Lifetime Maximum E. Optical Insurance

Beginning September 1, 1983, the Board shall provide without cost to the employee, full family optical insurance, comparable to MESSA Vision Plan I.

F. The above coverage is provided subject to the limitations and provisions in force in such policies...the Board in no way assumes liability for disputes arising between the employees and the insurance carrier.

#### ARTICLE XI

#### COMPENSATION

Each employee shall be placed on the salary schedule, Appendix A, according to classification and years of experience.

- 11.68 Longevity pay of \$200.00 shall be paid each bargaining unit member who has completed ten (10) years in the district. Payment shall be made at the end of the month during which the employee has completed his/her tenth anniversary date and every year thereafter. It shall be the employees responsibility to notify the Payroll Office that payment is due.
- 11.69 Fulltime bargaining unit members, with the exception of halftime bargaining unit members, with two or more years of service in the district may receive their salary on an equal pay plan of 21 or 26 pays.

### ARTICLE XII

## DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1986, and shall continue in effect until the first day of July, 1989.

Education President Board ey of

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Kearsley Board Education Secretary of

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MESPA-Negotiator

Negotiator

## APPENDIX A

# 1986-87 through 1988-89 SALARY SCHEDULE

	Beginning	12 Weeks	lst Year	2nd Year	3rd Year+
Administrative Secretary	6.23	7.01	7.49	7.99	8.57
School Secretary Secretary Intern		6.54	6.81	7.32	7.91
Clerk	5.72	5.93	6.21	6.56	6.96
Media Clerk	4.85	5.09	5.37	5.60	5.89
Media Aide	4.52	4.71	5.01	5.26	5.53

1986-87 HOURLY RATES

1987-88 HOURLY RATES

	Beginning	12 Weeks	1st Year	2nd Year	3rd Year+
Administrative Secretary	6.54	7.36	7.86	8.39	9.00
School Secretary Secretary Intern		6.87	7.15	7.69	8.31
Clerk	6.01	6.23	6.52	6.89	7.31
Media Clerk	5.09	5.34	5.64	5.88	6.18
Media Aide	4.75	4.95	5.26	5.52	5.81

## APPENDIX A

# 1986-87 through 1988-89 SALARY SCHEDULE

## 1988-89 HOURLY RATES

	Beginning	12 Weeks	lst Year	2nd Year	3rd Year+
Administrative Secretary	6.87	7.73	8.25	8.81	9.45
School Secretary Secretary Intern		7.21	7.51	8.07	8.73
Clerk	6.31	6.54	6.85	7.23	7.68
Media Clerk	5.34	5.61	5.92	6.17	6.49
Media Aide	4.99	5.20	5.52	5.80	6.10