

# **CONTRACT**

**Between the**

**HUDSON SCHOOL DISTRICT SECRETARIES  
AFT LOCAL #6260, AFT-NH, AFL-CIO**

**and the**

**SCHOOL BOARD**

**of the**

**HUDSON, NEW HAMPSHIRE  
SCHOOL DISTRICT**

**from**

**July 1, 2005 through June 30, 2011**

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## **PREAMBLE**

To encourage and increase harmonious working relationships between the Hudson School District (hereinafter the “District”) represented by the Hudson School Board, (hereinafter the “Board”) being the Board of Education for the Hudson School District, and its secretaries represented by the AFT-NH (hereinafter the “Union”) join in this Agreement.

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Board acting for the District and the Union.

For the Hudson School Board

David Alukonis, Chairman  
David Bouchard  
Lars Christiansen  
Richard Nolan  
Gary Rodgers

AFT Local #6260, AFT-NH, AFL-CIO  
Secretaries  
Jane Ball  
Susan Wright  
Kathy Baronas

**ARTICLE I**  
**RECOGNITION**

The Board agrees to recognize the Union as the sole and exclusive bargaining agent in the matter of wages, hours and other conditions of employment for all secretaries employed by the above-named Public Employer.

The term “secretaries” includes regular full-time (37.5 or more hours per week and 40 weeks or more per year) and regular part-time (less than 37.5 hours per week but at least 40 weeks per year).

This agreement does not apply to newly hired personnel until they have completed their ninety-(90) day probationary period, nor to temporary employees.

**ARTICLE II**  
**NEGOTIATIONS PROCEDURE**

- A. Negotiations for a successor agreement shall begin no later than May 15, 2010. It is the responsibility of the AFT Local # 6260, AFT-NH, AFL-CIO to notify the Board in writing prior to that date of its desire to begin negotiations.

Failure to do so shall relieve the Board of any obligation to bargain a successor agreement for the following year, and time is of the essence. The two parties at the first negotiations meeting shall set ground rules for negotiations.

Both parties agree to freely exchange ideas, proposals and counterproposals, and negotiate in good faith.

Any part of the negotiation agreement, which is found to be contrary to law, will not be binding on either party.

In the event either party declares impasse, the guidelines established under RSA 273-A shall be followed.

- B. Any agreement set forth herein, which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the cost items have been approved by the voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement said agreement. If the voters of the District do not approve the cost items, either party may reopen negotiations on all or part of the entire agreement.
  
- C. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be so obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters 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.

**ARTICLE III**  
**ASSIGNMENT/TRANSFERS**

Secretaries are hired to work for the Hudson School District, not a specific school.

1. The Superintendent of Schools, or designee shall make all assignments and transfers within the District.
2. Assignments shall be for the forthcoming school year, subject to reassignment where necessary in the best interests of the District. Such reassignments shall be considered as involuntary transfers and may be made at the sole discretion of the Superintendent.
3. Prior to involuntary transfer of any secretary, the Superintendent, or Designee, shall consider any volunteer to fill said vacancy.
4. A vacancy shall be defined for purposes of this Article as a bargaining unit position (either existing or new), which the Board wishes to fill.
5. Vacancies shall be posted prior to being filled.
6.
  - a. Vacancies shall be filled with qualified applicants from within the unit unless there are more qualified applicants from outside the unit who have applied for the position.
  - b. In the event the vacancy is to be filled from within the unit the Superintendent shall have the right to make promotions and transfers of employees on the basis of qualifications, ability and performance of duty as judged by the Superintendent, but shall be governed by District seniority where two or more applicants are determined to

be more or less equally qualified. In the event that the decision is made on the basis of seniority, full time employees shall have preference over part time employees. If the vacancy is filled on the basis of seniority the filling of the vacancy may not be grieved.

**ARTICLE IV**  
**OVERTIME/COMP TIME WORK,**  
**REST PERIOD & COFFEE BREAKS**

**A. Overtime:**

For the purposes of overtime computation the work schedule shall consist of five (5) consecutive 8 (eight)-hour workdays, inclusive of one (1) meal period.

Overtime will be paid at one and one-half (1½) times an employee's regular hourly rate after the employee has worked eight (8) hours in a day and forty (40) hours during a week. All overtime must be approved by the Superintendent of Schools or Designee before worked for computing overtime.

Holidays and approved paid absences, excluding use of sick time, are counted as time worked for computing overtime.

With advanced approval of the Superintendent or his Designee, secretaries may elect to take compensatory time off in lieu of paid overtime; earned compensatory time to be calculated in the same manner as paid overtime.

**B. Lunch Period/Coffee Break:**

The work schedule will provide for one (1) meal period in accordance with state law, and a coffee break of ten (10) minutes in length.



**C. Hours of Work:**

This article shall not be interpreted to guarantee any particular number of hours or days of work in any day or week.

**ARTICLE V**  
**ATTENDANCE & CALL INTO WORK**

**A. Attendance:**

The secretaries are expected to be prompt and regular in attendance at work. As soon as a secretary knows he/she is going to be late or absent, he/she must notify his/her supervisor.

**B. Call Into Work:**

Any secretary called back to work at any time after his/her regular shift to address a specific problem shall receive a minimum of three (3) hours pay at the straight time rate, even if the problem is corrected in lesser time.

**ARTICLE VI**  
**LEAVES/VACATIONS/HOLIDAYS**

**A. Vacations:**

1. Vacation accumulation only applies to secretaries who work for 37.5 hours per week and 52 weeks per year.
2. The current practice for accumulating vacation time and administering vacation time will continue, except:

1-5 years---15 days  
6-10 years---20 days  
11-20+ years---25 days

3. Vacation that is earned in one (1) year is to be taken the next year.
4. New employees may utilize, at their choice, up to 5 days of vacation time after the first 6 months of employment. Any time used will be deducted from the total of the 15 days accrued during the first year of employment.

**B. Holidays:**

Secretaries, whose regular work schedule includes a holiday listed below, shall be eligible for holiday pay. To be eligible for holiday pay, the secretary must have worked the last scheduled day before and the first scheduled day after the holiday. A secretary on paid vacation, shall be paid for the holiday or given an additional day off with pay.

- |                        |                  |
|------------------------|------------------|
| New Year's Day         | Memorial Day     |
| Independence Day       | Labor Day        |
| Civil Rights Day       | Columbus Day     |
| Veteran's Day          | Thanksgiving Day |
| Day after Thanksgiving | Christmas Day    |
| President's Day        |                  |

Actual days to be celebrated will be set forth on the school calendar. In the event the holiday falls on a weekend or when school is in session, the District shall designate a substitute day for such holiday. Holiday pay shall be paid at the secretaries' regular straight time rate.

**C. Illness:** The intended use of this leave is for legitimate illness of the employee. Secretaries may accumulate sick leave at 1.3 days per month during the months they are employed. Maximum accumulation of sick days shall be one hundred and twelve (112) days. The District reserves the right to require a doctor's certificate for illnesses of more than three (3) consecutive days or instances where it is reasonable to prevent improper use of leave.

**D. Sick Pool:**

1. The Sick Pool will be used by, and available to, all secretaries for use after all their accumulated sick time has been exhausted.
2. Any secretary may apply for the use of the Sick Pool by providing the following to the Superintendent of Schools or his/her designee.
  - (a) A written request to draw from the Sick Pool.
  - (b) A letter from his/her doctor stating the nature of the illness, the initial date of required absence, and the expected date of ability to return to work.
3. If at any time the number of sick days in the sick pool falls below four times the number of secretaries in the bargaining unit, one day per secretary will be deducted from each secretary and added to the sick pool on the first day of the following school year and each succeeding school year until the number of days exceeds a number equivalent to six times the number of secretaries in the bargaining unit.
4. A committee consisting of 2 secretaries and the Superintendent or his/her designee will then review the request and related information and determine the appropriateness of granting Pool Days and to what extent use will be permitted.
5. The committee's decision will be final and binding.
6. When approved, the secretary will receive salary at his/her regular rate of pay for the period between exhaustion of the secretary's accumulated individual sick leave and expiration of the 90-day waiting period for long-term disability insurance benefits. However, in no event shall a secretary receive more than 60 days per school year from the sick pool.

**E. Personal Leave:**

Each secretary is entitled to two (2) paid days non-accumulative personal leave of absence annually. Except in emergency situations, at least 24 hours notice should be given. Personal leave may only be used for such matters as home emergencies, religious holidays, court appearances or other pressing personal business, which cannot be conducted outside the school day.

**F. Bereavement Leave:**

In the event of a death in an employee's immediate family (mother, mother-in-law, father, father-in-law, spouse, children, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, spouse's grandparents) that secretary shall be given up to three (3) days of leave, and he/she shall be paid at his/her regular straight time rate for such leave. This provision shall be applicable only to the secretaries who are scheduled to work at the time of and immediately following the death.

**G. Jury Duty:**

The District agrees to provide a leave of absence for a secretary summoned to jury duty, or subpoenaed by the District as a court witness. The District will compensate any difference between the jury fee and the secretary's regular day's pay. Compensation will be for time spent in service for the court.

**H. Military:**

The District agrees to provide a leave of absence without pay for an employee summoned to active military duty. Leave will only be approved upon presentation of official notification from the armed forces of said military duty.

The District shall pay the difference between the employee's military pay and regular pay for up to two (2) weeks per year.

**I. Other:**

The District may grant a leave of absence paid or unpaid for any other reasons it deems appropriate. The grant or denial of leave under this provision shall not be subject to the provision of the grievance procedure.

**J. Maternity Leave:**

All state and federal laws shall govern maternity leave.

**ARTICLE VII**  
**DISCIPLINE AND TERMINATION PROCEDURE**

No employee shall be disciplined without just cause.

Discipline will be in the form of:

1. Verbal reprimand.
2. Written reprimand.
3. Suspension without pay.
4. Discharge.

Written reprimands, notices of suspension and notices of discharge which are to become part of a secretary's personnel file shall be read and acknowledged by signature of the secretary. Secretaries may examine their own individual personnel files during normal working hours of the SAU 81 office and under the direct supervision of the employer.

Discipline will normally be progressive, but may be imposed at any level depending upon the severity of the infraction.

Documentation of verbal and written reprimands shall be removed from an employee's file after two (2) years, providing there has been no other discipline imposed during the two (2) years.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

#### **A. Definition:**

A grievance shall mean a claim by an employee as defined in the Recognition Clause that there has been a violation, or misapplication of one or more provisions of this agreement.

#### **B. Initiation of Grievance:**

A grievance to be considered under this procedure must be initiated in writing by the employee within five (5) working days of the occurrence, or from the time the employee should have known of its occurrence.

#### **C. Procedure:**

Step 1: Any employee who has a grievance shall first discuss it with his/her building principal in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) working days.

Step 2: If the employee is not satisfied with the decision, he/she may appeal the decision to the Superintendent within five (5) working days after receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

- a) The provision of the Agreement alleged to have been misapplied.
- b) The nature of the alleged violation or misapplication.
- c) The injury and the loss which is claimed; and the remedies sought.

- d) The Superintendent shall investigate the matter and communicate the decision in writing to the grievant within ten (10) working days from the receipt of the written grievance.

Step 3: If the employee is not satisfied with the decision of the Superintendent he/she shall notify the Union, who may appeal the grievance to the School Board in writing within five (5) working days after the receipt of the Superintendent's decision. The Board or committee thereof shall review the grievance and, at its option, may hold a hearing with those involved in the grievance prior to making its decision. The School Board shall render its decision in writing within fifteen (15) days after the receipt of the appeal.

**D. Arbitration:**

1. At the sole option of the Union arbitration may be utilized in an attempt to settle a grievance.
2. Notification that arbitration will take place must be made in writing by the Union to the Superintendent within five (5) working days after the receipt of the decision from the previous step.
3. The Union shall file a demand of arbitration with the American Arbitration Association within five (5) working days of the notification in Paragraph 2.
4. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne equally by the Board and the Union. Any other expenses shall be paid by the party incurring same.
5. The Arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she

shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The Arbitrator may award a “make whole recommendation,” but may apply no penalty payments.

6. The decision of the Arbitrator shall be final and binding on the parties; provided however, either party may appeal under the provisions of RSA 542:8.

**E. Waiver of Time Limits:**

The time limits at any step of the grievance or arbitration procedure may be revised or modified by mutual agreement of the parties.

**F. Failure to Observe Time Limits:**

Failure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

**G. Special Rule for Termination:**

The entry level for grievances involving the termination of any employee shall be Step 3 and must include all the written specifications required at Step 2.



## **ARTICLE IX** **DEDUCTIONS**

### **A. Credit Union:**

The employer agrees to deduct on a bi-weekly basis for the Local Union's Credit Union, known as the Granite State Credit Union, St. Mary's Bank or Digital Credit Union, any amount authorized by written authorization of the employee. No deductions shall be made which are prohibited by applicable law.

### **B. Union Dues:**

The Employer agrees to deduct from the pay of all secretaries covered by the Agreement, who are members of the Union, the regular dues, initiation fees, and general assessments, and agrees to remit to said Local Union all such dues, provided that the Union delivers the Employer a written authorization, signed by the secretary, irrevocable for one (1) year or expiration of this Agreement, whichever shall occur sooner.

However, if any employee has no check coming or the check is not large enough to satisfy the assignments, then and in that event, no collection will be made from said employee.

In no case will the Employer attempt to collect fines or assessments on behalf of the Union. The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs, which may arise out of or by reason of, actions taken against the Board as a result of the provisions of this section.

**ARTICLE X**  
**WAGES**

**A. Wage Levels:** For purposes of wage rates, positions shall be divided into the following levels:

Level 1 Receptionist, attendance secretary, office assistant

Level 2 Secretary to the assistant principal, guidance department or special education department head

Level 3 Administrative assistant to the principal

Level 4 Administrative assistant to the business administrator or director of special services

**B. New Employees:** Employees who are hired on or after July 1, 2006 shall be paid wage rates in accordance with the schedules set forth in Appendix A during their first year in a position in this bargaining unit.

**C. Continuing Employees:** During their second and subsequent years in a position in this bargaining unit, employees shall receive the following increases in their hourly wage rates from their hourly wage rates during the prior year:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Levels 1-2	4.25%	4.0%	3.75%	3.75%	3.75%
Levels 3-4	6.5%	4.25%	3.75%	3.75%	3.75%

**D. 2005-06 Wages:** During 2005-06, employees shall receive no increase in wage rates from their wage rates during 2004-05.

**ARTICLE XI**  
**BENEFITS**

**A. Workers' Compensation Insurance:**

The Employer participates in providing Workers' Compensation benefits according to New Hampshire statutes in case of injury incurred during the course of employment.

Secretaries must notify their Supervisor immediately in the case of work related injury by completing the "Employer's First Report of Injury or Occupational Disease" form from the Department of Labor.

**B. Retirement:**

Secretaries who work 35 or more hours per week, in accordance with State Law, shall have contributions made into the New Hampshire Retirement System.

**C. Medical Insurance:**

For full-time secretaries, the School District shall pay the following percentages of the cost of single-person, two person or family coverage under the same HMO or POS medical insurance plan that is offered to members of the Hudson Federation of Teachers' bargaining unit:

For POS: 2005-06 2006-07 2007-08 2008-09 2009-10 2010-11

District	87%	84%	82%	80%	80%	80%
Employee	13%	16%	18%	20%	20%	20%

For HMO: 2005-06 2006-07 2007-08 2008-09 2009-10 2010-11

District	87%	86%	85%	85%	85%	85%
Employee	13%	14%	15%	15%	15%	15%

Part-time secretaries may participate in single, two-person or family coverage under the HMO plan at their own expense, provided the carrier permits it.

**D. Dental Insurance:**

The Hudson School District will pay the cost of a dental insurance plan for each full time member of the bargaining unit which shall be either the basic Delta plan with coverage A, B, C and D or any other comparable plan adopted by the Hudson School District.

**E. Life Insurance**

The Hudson School District shall provide 100% of the cost of a \$30,000 Term Life Insurance policy for each full time member of the bargaining unit.

**F.** For full-time secretaries, the School District shall pay 100% of the premium for a long-term disability insurance policy with a 90-day waiting period and benefits equal to 66 2/3% of employees' wages.

**ARTICLE XII**  
**EDUCATION**

A course reimbursement pool of \$2,500.00, per year, will be available from current budgeted funds. The Superintendent of Schools or designee shall approve all courses for which reimbursement is sought in advance. Payment for tuition will be made upon submission of evidence of payment to the facility and evidence of satisfactory completion of the course (A grade of "B" or higher in a course taken for professional improvement) to the Superintendent. A workshop pool of \$2,500.00 per year, will be available from current budgeted funds. The Superintendent or designee shall approve all workshops for which reimbursement is sought in advance. In no event, however, will a Secretary be

entitled to payment unless he/she is employed by the District for the school year in which evidence of satisfactory completion of the course is submitted; or if submitted after the close of a school year, is actually employed by the District at that time.

### **ARTICLE XIII** **DAMAGE OR LOSS OF PROPERTY**

- A.** No secretary shall be held responsible for loss, damage, or destruction of school property or student property when such loss, damage, or destruction is not the fault of the secretary.
  
- B.** The secretary shall report in writing any loss, damage, or destruction to the School Principal immediately upon becoming aware of such loss, damage or destruction.
  
- C.** The School Board shall reimburse secretaries for any clothing or eyeglasses damaged in the performance of the secretaries' duties.

### **ARTICLE XIV** **MANAGEMENT RIGHTS**

- A.** The parties agree that all the rights and responsibilities of the Board which have not been specifically provided for in this agreement are retained in the sole discretion of the Board or their designee(s), whose right to determine and structure the goals, purposes, functions, and policies of the District without being subject to the grievance and arbitration procedures of this agreement shall include, but not be limited to, the following: a) the right to direct employees, to determine qualifications, promotional criteria, hiring criteria, standards for work and to hire, promote, transfer, assign, retain employees in positions; to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other

provisions of this agreement, including grievance and arbitration; b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; c) the right to take such action as is in its judgment it deems necessary to maintain the efficiency of District operations; d) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the operations are to be conducted; e) the right to take such actions as may be necessary to carry out the missions of the District in case of emergencies; and f) the right to make reasonable rules, regulations and policies not inconsistent with the provisions of this agreement and to require compliance therewith.

**B.** Nothing in this Agreement shall be construed to limit the right of the Superintendent or other supervisory personnel to direct the employees, as their judgment requires in any and all emergency situations as they deem to be appropriate.

**C.** It shall be the right of the Union to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this Agreement as specified in Article VIII whenever such grievances exist.

## **ARTICLE XV** **SAVINGS CLAUSE**

If any article of the Agreement or any application of this Agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force.



**APPENDIX A**  
**NEW HIRES SALARY SCALE 2006 THROUGH 2011**  
**(Years of experience based on secretarial experience)**

**Level 1**

<u>Years of Experience</u>	<u>2006/07 RATE</u>	<u>2007/08 RATE</u>	<u>2008/09 RATE</u>	<u>2009/10 RATE</u>	<u>2010/11 RATE</u>
0-1	\$12.48	\$12.85	\$13.24	\$13.64	\$14.05
2-3	\$12.98	\$13.37	\$13.77	\$14.18	\$14.61
4-5	\$13.50	\$13.91	\$14.32	\$14.75	\$15.19
6-9	\$14.04	\$14.46	\$14.90	\$15.34	\$15.80
10+	\$14.64	\$15.08	\$15.53	\$16.00	\$16.48

**Level 2**

<u>Years of Experience</u>	<u>2006/07 RATE</u>	<u>2007/08 RATE</u>	<u>2008/09 RATE</u>	<u>2009/10 RATE</u>	<u>2010/11 RATE</u>
0-1	\$13.70	\$14.25	\$14.82	\$15.34	\$15.87
2-3	\$14.05	\$14.61	\$15.20	\$15.73	\$16.28
4-5	\$14.40	\$14.98	\$15.58	\$16.12	\$16.68
6-9	\$14.75	\$15.34	\$15.95	\$16.51	\$17.09
10+	\$15.10	\$15.70	\$16.33	\$16.90	\$17.50

**Level 3**

<u>Years of Experience</u>	<u>2006/07 RATE</u>	<u>2007/08 RATE</u>	<u>2008/09 RATE</u>	<u>2009/10 RATE</u>	<u>2010/11 RATE</u>
0-1	N/A	N/A	N/A	N/A	N/A
2-3	\$15.05	\$15.65	\$16.28	\$16.93	\$17.56
4-5	\$15.45	\$16.07	\$16.71	\$17.38	\$18.03
6-9	\$15.85	\$16.48	\$17.06	\$17.66	\$18.28
10+	\$16.35	\$17.00	\$17.60	\$18.22	\$18.85

**Level 4**

<u>Years of Experience</u>	<u>2006/07 RATE</u>	<u>2007/08 RATE</u>	<u>2008/09 RATE</u>	<u>2009/10 RATE</u>	<u>2010/11 RATE</u>
0-1	N/A	N/A	N/A	N/A	N/A
2-3	\$17.23	\$17.92	\$18.55	\$19.20	\$19.87
4-5	\$17.63	\$18.34	\$18.98	\$19.64	\$20.33
6-9	\$18.03	\$18.75	\$19.41	\$20.09	\$20.79
10+	\$18.63	\$19.38	\$20.05	\$20.76	\$21.48









