



P.O. Box 157 366 Garteeni Hwy. Hoonah, Alaska 99829 (907) 945-3611 Fax (907) 945-3492

**Hoonah City School  
District  
&  
Hoonah Classified  
Employee  
Association**

**Negotiated Agreement**

**FY '10 thru FY '12**



## TABLE OF CONTENTS

Management Rights, Scope of Bargaining	pg 3
Purpose	pg 3
Recognition	pg 4
Definition of Terms	pg 4
Performance Evaluation	pg 5
Work Day and Work Week	pg 5
Wages	pg 5
Pay Periods/Overtime	pg 6
Duration	pg 6
Leave	pg 6
Sick Leave	pg 7
Holidays	pg 8
Health Insurance	pg 8
Physical Exams	pg 9
Alcohol and Drug-Free Workplace and Drug Screening	pg 10
Grievance Procedure	pg 12
Saving Clause	pg 15
No Strike/Lockout	pg 15
Right to Join or Not Join	pg 15
Signature Page	pg 17

## **Management Rights, Scope of Bargaining**

The parties recognize the Board retains all powers, rights, and authority invested in it by the laws and the Constitution of the State of Alaska. The powers and rights retained by the Board include, but are not limited to, the power and right to (a) direct all employees; (b) require standards of performance and maintain order and efficiency; (c) hire, promote, demote, assign, reassign, transfer, determine the duties of, retain, discipline or discharge employees; (d) determine the materials, operational methods, procedures, and equipment used; (e) determine whether any part of the operation of the District shall continue; (f) contract of services; (g) relieve employees from duty because of lack of work or other legitimate reason; (h) determine the number and kinds of personnel required temporarily or permanently; and (i) promulgate rules, regulations, and policies pertaining to the operation of the District and the conduct of its employees, as the Board deems to be in the best interest of the District, subject only to the limits imposed by the provisions of this Agreement.

The parties recognize that the above enumeration of board rights and powers is for illustrative purposes only and shall not be construed to exclude powers or rights not mentioned that are inherent to the functions of the Board.

## **Purpose**

It is the District's and Association's purpose to promote harmonious and cooperative relations between the employer and the employees. The employer recognizes that rights of employees to organize in an employee organization for the purpose of collective bargaining, to negotiate and enter into written agreements with the employer on matters of wages, hours, and terms and conditions of employment. The purposes of this agreement are:

1. To promote efficiency in service to the students and employees of Hoonah City School District.
2. To recognize that legitimate, reasonable interest of the Association to participate through collective bargaining in the determination of terms and conditions of employment with the Employer.
3. To promote fair, reasonable, and safe working conditions.
4. To avoid any unnecessary interferences with the efficient operation of the School District.
5. To provide a basis for the adjustment of matters of mutual interest covered by this agreement by means of amicable discussion.

## **Recognition**

This agreement between the Hoonah City School Board and the Hoonah Classified Employees Association shall cover all classified employees of the District other than individuals employed for less than twenty-five (25) hours per week or less than five hours per day; temporary employees contracted to work for 100 days or less annually; probationary employees; and classified employees in management, supervisory, confidential positions, such as the Business Manager, District Office Manager, and Federal Programs/Grant Manager.

The determination as to whether a new or substantially altered position shall be classified as a management, supervisory or confidential position shall be made by the Board.

## **Definitions of Terms**

1. Full-time: A position that is scheduled for 40 hours of work per week.
2. Part-time: A position that is scheduled to work less than 40 hours per week but are regularly scheduled for at least 5 hours per day and 25 hours per week. Employees that work less than 25 hours per week are not covered by this agreement.
3. Full year permanent: The position is budgeted but 12 months a year.
4. School year permanent: The position is budgeted for 9 or 10 months a year.
5. Temporary (full and part-time): A position of limited duration not to exceed 100 days worked.
6. Probationary: Probationary is the status of an employee for the first 90 calendar days of employment. An at-will employee that can be terminated at any time during his/her 90 calendar day probationary period and shall be entitled to a hearing. An employee is also considered probationary for the first 90 days following a promotion to a position at a higher rate of pay, and for purposes of demotion to a position at a lower rate of pay, but employees do not lose their eligibility to receive benefits during a probationary period. BP 4218 A.

## **Performance Evaluation**

Classified employees who are on probationary status shall receive a Performance Evaluation Report at the end of a ninety-day probation period.

Supervisors shall be responsible for performance evaluation of each classified employee once each year for those employees in permanent non-probationary status. The performance evaluation shall be completed on the district Performance Evaluation Report and include areas of strength as well as any area needing improvement.

The evaluator and employee shall both sight the report, with the original to be kept in the employee's personnel file. Should the employee disagree with the evaluation, it must be signed to acknowledge the employee has read the evaluation. If the employee desires, a separate, attached sheet may be utilized to convey employee comments regarding disagreement with the evaluation.

## **Work Day and Work Week**

A full day for full-time employees shall be eight hours in length. The workweek for full-time employees shall be forty (40) hours in length in a week beginning midnight Sunday and ending at midnight the following Sunday. All time worked in excess of the regular workday or week must be authorized by the Superintendent or designee.

A Superintendent or his/her designee may schedule a workweek consisting of four (4) consecutive days of work with three (3) days for rest within a seven (7) day period. A full-time employee on this schedule will work four (4) ten (10) hour days with in the workweek at straight time, exclusive of a one-half (1/2) hour unpaid lunch.

## **Wages**

Retroactive pay of 5% on the 2009/2010 school year salary schedule will be paid. No PERS will be taken out of the retroactive 5%. This retroactive payment will be made the last pay period in October 2010. For the 2010/2011 school year there will be a step movement plus a 2.5% increase on the salary schedule. For the 2011/2012 school year there will be a step movement plus a 2.5% increase on the salary schedule.

## **Pay Periods and Overtime**

Pay will be distributed by weekly over 26 pay periods per year. One emergency draw per year will be available to employees. One additional draw per year will be available with the approval of the Superintendent/Chief Administrator. Leave balance sheets will be attached monthly. The first bi-weekly check will be paid on November 12, 2010.

Employees who are entitled to receive overtime pay pursuant to federal or state laws shall be paid at the rate of 1.5 times the normal rate when they perform work in excess of forty (40) hours per week. For those employees working two or more jobs for the District overtime shall be calculated on the basis of a blended hourly rate on all jobs worked by a formula set by the District. All overtime work performed must be authorized in advance by the superintendent or superintendent's designee.

## **Duration**

This Agreement shall become effective on July 1, 2009 or upon ratification by the last party, whichever is later, and shall remain in effect until June 30, 2012.

## **Reopener**

During the 2011 school year if the Hoonah Education Association is willing to consider switching to NEA health insurance the district and the Hoonah Classified Employees Association will open the contract only for the item of health in the 2011 school year.

## **Leave**

Accrued Leave will be available as soon as it has been accrued.

Full time full year and full time school year permanent employees shall accrue annual leave at the following rates for each full month worked:

<u>Length of Service</u>	<u>Earned Monthly While on Pay Status</u>
1 through 2 years	6.66 hours per month
2 through 9 years	10.67 hours per month
10 years and over	13.33 hours per month

Part-time permanent employees shall accrue annual leave on a pro-rata basis in accordance with the ratio of hours they work to a 40 hour week.

Temporary and probationary employees are not eligible to accrue annual leave.

Annual leave does not accrue while an employee is on leave without pay.

Employee requests for use of annual leave shall be approved by the Superintendent or Superintendent's designee. School year employees shall schedule annual leave to occur during the summer or winter breaks or for other periods in which school is not in session, to the maximum extent possible.

Annual leave that accrues in one fiscal year must be taken by the end of the following fiscal year. If accrued annual leave is not used within the required time limits, the employee shall be paid for the unused leave and it shall be deleted from the employee's leave balance.

If an employee has exhausted his/her sick leave, he or she can use annual leave in place of sick leave.

### **Sick Leave**

Full time full year and school year permanent employees shall accrue sick leave at the rate of one and one-third (1 1/3) days per month for each full month worked. Sick leave shall accumulate without limit. Upon an employee separation from employment, all unused sick leave is automatically cancelled without reimbursement.

Part time permanent employees shall accrue sick leave on a pro-rata basis in accordance with the ratio of the hours they work to a 40 hour work week.

Temporary and probationary employees are not eligible to accrue sick leave.

Sick leave does not accrue while an employee is on leave without pay.

Employees may be required to provide certification from a health care provider for periods of sick leave that extend for more than three days.

Any employee absent due to illness must notify their immediate supervisor as soon as possible of their anticipated absence, and at the latest must notify their supervisor at least one hour prior to the normal time for reporting for duty, except in cases of emergency or other incapacity to provide prior notification.

Classified employees may donate sick leave hours to another classified employee when desired, providing the classified person wishing to donate retains at least forty-eight (48) hours of sick leave.

## **Holidays**

The following days shall be recognized as paid holidays for those regular employees who are scheduled to work or are on paid leave on the work days immediately preceding and following the holiday:

1. New Year's Day – January 1
2. Memorial Day – Last Monday in May
3. 4<sup>th</sup> of July – July 4
4. Labor Day – First Monday in September
5. Thanksgiving Day – Fourth Thursday in November
6. Day Following – Friday Following Thanksgiving
7. Christmas Day – December 25

If the 4<sup>th</sup> of July, Christmas or New Year's Day falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be considered the legal holiday.

Temporary employees are not eligible for holiday pay.

## **Health Insurance**

Full year or school year permanent employees who work at least thirty (30) hours per week shall be enrolled in the district's group health insurance plan in accordance with the terms of the plan.

At the option of the employee, they can pay for family coverage.

Temporary employees are not eligible for health insurance benefits.

Beginning July 1, 2010 for employees that elect to pay for summer health coverage, the District will split the cost of the monthly premiums paying 50%.

Beginning May 20, 2011 health insurance for classified employees that select summer coverage will be paid with a 50/50 split. Employees who return to work at the start of the following school year will receive full coverage and will be reimbursed for his or her 50% portion paid for summer health insurance.

## **Physical Exams**

Starting July 1, 2011 all employees shall have a physical exam upon initial employment by the District. The examination must occur not more than 90 days prior to the beginning of employment. A reexamination will be required every three (3) years by October 1<sup>st</sup> of the year in which it is required.

The examination form must be submitted to the Personnel Department within 30 days following initial employment. The physical examination is a condition of employment.

The cost of the exam shall be the responsibility of the employee; however employees not covered by health insurance shall be reimbursed up to \$115 for required physicals. Any employee seeking such reimbursement shall first be required to submit the bill to any existing health insurer providing coverage to the employee. The exam to be conducted and the form utilized by the district shall include only a TB test on initial employment, and whether or not the employee is free from communicable diseases and otherwise mentally and physically able to perform the duties of the position. No additional medical services and/or tests shall be conducted, except at the employee's own expense. The employee must present documentation of the actual cost no later than sixty (60) days after the beginning date of employment or after the actual examination; whichever is later, otherwise the reimbursement shall be forfeited.

## **Alcohol and Drug Free Workplace and Drug Screening**

Hoonah City Schools operates a safe and drug-free workplace.

It is the intent of Hoonah City School District to maintain a drug-free workplace.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all school district facilities and during all school district-sponsored activities. All employees are required to abide by this prohibition as a condition of employment. Violations of such prohibition will subject an employee to disciplinary action, including suspension and discharge.

An employee must notify the school district of any criminal drug-status conviction for a violation occurring in the workplace not later than five (5) days after such conviction.

The Hoonah City Schools may test classified employees for any substance required or allowed by state and federal law, or regulation as Hoonah City Schools deems necessary. Hoonah City Schools will screen classified employees for these substances and their derivatives: alcohol, phencyclidine (PCP), benzodiazepines (such anxiety medications), marijuana, hallucinogens, propoxyhene (Darvon), opiates (such as heroin and pain pills), amphetamines, barbiturates, methadone and cocaine. Hoonah City Schools reserves the

right to expand this list with or without notice to test for other substances required by law, regulations or contract.

Hoonah City Schools may drug screen 100% of classified employees and every classified employee offered a job. Employees in safety-sensitive positions should expect to be subject to additional testing.

Consequences of Refusal to Participate in Testing – Hoonah City Schools hires only applicants who agree to take the pre-employment drug test. Refusing a drug test renders a person ineligible for hire. For persons already employed with the district, refusing to take a drug or alcohol test will be treated as a positive test result and the employee will be suspended from work without pay for 30 days; AND will be required to submit to a drug test after or within the 30 day suspension period with a negative result (no alcohol or drugs present); AND the employee will be required to make and keep an appointment with an approved substance abuse counselor.

An employee who refuses to participate in the drug testing program a second time will be discharged from employment and he/she will be ineligible for future employment with Hoonah City Schools.

As a condition of continued employment, employees will be alcohol and drug tested by the company's third-party drug and alcohol screening contractor at certain times; including:

- Hoonah City Schools may test all classified applicants after they have been offered employment and may test all classified employees at school start-up.
- At random;
- If the employee admits or the employee's supervisor or other management staff have reasonable suspicion that the employee is under the influence of alcohol or drugs;
- Upon return to duty after a suspension, discharge, layoff, or leave of longer than 30 days, or upon return from other extended period away from the work
- As a follow-up after testing positive for drugs or alcohol;
- If the employee has an accident on the job that causes or could have caused injury to any person, including the employee, and/or damage to any Hoonah City Schools equipment.

Testing/Screening Procedures – Drug and alcohol testing will be conducted pursuant to Alaska Statute 23.10.600-699. Hoonah City Schools uses an independent third-party contractor whose primary business is drug and alcohol testing and education. When random tests are performed the contractor is given the entire list of classified employees currently employed – and the contractor uses a computer program to select names at random for the random test. In all drug testing, the contractor collects a urine sample in a private setting and follows strict confidentiality protocols. In some instances a rapid test is performed where the results are immediately available, and some tests must be sent to a

lab for processing. All positive lab test results are reviewed by a doctor, called a medical review officer (MRO), who discusses the results with the person tested to determine if a medical reason caused the positive. After the person discusses his/her results with the MRO, or after the MRO has made several attempts to contact the person but has not been able to, the results are sent to the Hoonah City Schools HR Administrator.

The Drug and Alcohol Testing Program is Confidential –Sample collections are performed in a way that allows for the person's privacy as much as possible but must also be done in a way that ensures the sample's integrity. Only select employees, outside persons who need to know, or those with a court order are provided the drug test results, the record of which is held in as confidential manner as possible in a medical file separate from other personnel records.

Any employee aware of violations of this drug and alcohol policy should report that violation to the HR Director or another director.

Obtaining Written Screen/Test Results – If requested in writing within six months after the date of the test, Hoonah City Schools will provide written results to the person tested within five working days after receiving the request from the person tested.

Employee's Right to Explain – The person tested has a right to explain the test result in a confidential setting with her/his Director or HR if he/she requests it in writing within 10 working days after being notified of the result. Hoonah City Schools will meet with the person tested within 72 hours after receiving the written request.

Employee's Right to an Independent Test – Employees who have tested positive for a substance may, at their own expense, request the sample be split and sent to a certified/approved substance screening company of their choosing for an independent test within 48 hours of notification of the positive test result and have their independent test result submitted to Hoonah City Schools.

Hoonah City Schools reserves the right to employee discipline for positive drug tests and for suspected drug or alcohol use that is supported by evidence other than drug and alcohol testing.

Consequences of a Positive Test for Applicants for Employment AND Employees Testing Positive for Drugs:

All positive rapid tests are sent for a lab retest.

First Positive Test- For applicants or employees who test positive (which means that drugs or alcohol are found to be present in the person's system), the person tested will not be eligible for employment in a safety-sensitive job for 12 months but may be eligible for other available positions the employee is qualified for after; (a) the expiration of 30 days following the date of the screen, if ever, or if already employed, he/she will be suspended without pay for 30 days; AND (b) the applicant/employee has been alcohol/drug screened

with a negative result (no alcohol or drugs present); AND (c) the applicant/employee has made and kept an appointment with an approved substance abuse counselor.

Second Positive Test – If an applicant for employment or an employee tests positive a second time the applicant/employee will be ineligible for employment in a safety sensitive position for 2 years but may be eligible for other available positions the employee is qualified for after 60 days of suspension without pay. Before hire or rehire, the applicant/employee will be required to retest with a negative result and he/she will be required to attend an approved drug and alcohol education series and make and keep an appointment with an approved substance abuse counselor who will assess the person's drugs or alcohol use and may also recommend a course of action, counseling, treatment, etc.

Third Positive Test – If an applicant for employment or an employee tests positive a third time, the applicant/ employee will not be eligible for employment in a safety sensitive position for 3 years but may be eligible for another available positions the employee is qualified for after being ineligible for hire or discharged for 12 months without pay. The applicant/employee will be required to retest before hire or rehire and will be required to attend an approved drug and alcohol education series and make and keep an appointment with an approved substance abuse counselor who will make an assessment of the applicant's use of drugs or alcohol and may also recommend a course of action, counseling, treatment, etc.

Fourth Positive Test – If an applicant for employment or an employee tests positive a fourth time, the employee will be discharged from employment or the applicant will be ineligible for employment with Hoonah City Schools.

Alcohol and Drug Free Screening will take place during the 2012 school year.

## **Grievance Procedure**

### **Purpose**

The purpose of this procedure is to secure at the lowest possible administrative level an equitable solution to problems that may arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings shall be as informal and confidential as may be appropriate at any level of the procedure.

## General

A "Grievance" is defined as a claim by an employee that the employee's interests have suffered an alleged violation as a result of misinterpretation or misapplication of the terms of this Negotiated Agreement.

In instances where more than one employee files a grievance regarding the same issue, all testimony and evidence generated by the eligible grievant shall be presented in one hearing at each level. The resolution of the grievance shall apply to all eligible signatories to the grievance.

A grievance must be initiated within fifteen (15) workdays after the grievant knew or should have known of the act or condition upon which the grievance is based. Failure of the grievant to comply with this or any other time limit specified herein shall operate as a waiver of the grievance.

Neither the Board nor the Association shall take reprisals against anyone participating in or utilizing the grievance procedure.

## Procedure

The grievant shall have the right to be represented at all stages of the grievance procedure by a representative of the Association.

## Initiation and Processing

### 1. Level 1

A grievance shall be initiated by the grievant submitting the grievance to his/her immediate supervisor in writing using a form provided by the District. The supervisor shall discuss the grievance with the grievant within ten (10) workdays following receipt of the grievance. Within fifteen (15) workdays following the discussion, the supervisor shall provide the grievant with a written disposition of the grievance.

### 2. Level 2

If the disposition at Level 1 is not acceptable to the grievant, he/she may submit the grievance to the Superintendent in writing, stating the reasons why the Level 1 disposition is not acceptable, within fifteen (15) work days following the issuance of the disposition at Level 1. Within fifteen (15) workdays following the Superintendent's receipt of the grievance, the Superintendent shall meet with the grievant to discuss the grievance. Within ten (10) workdays following the meeting, the Superintendent shall provide the grievant with a written disposition of the grievance.

3. Level 3

If the disposition of the grievance at Level 2 is not acceptable to the grievant, he/she may submit the grievance to the Board in writing, stating the reasons why the Superintendent's disposition at Level 2 is not acceptable. The written Level 3 grievance must be submitted to the Superintendent, addressed to the Board President, within fifteen (15) work days following issuance of the Superintendent's disposition at Level 2. The Board shall conduct a hearing of the grievance within thirty (30) workdays following receipt of the written grievance. The hearing provided for in this paragraph shall be informal. The Board reserves the right to appoint a hearing officer to take testimony and to recommend a disposition of the grievance to the Board.

Both the grievant and the administration shall have the right to record the hearing, to call witnesses and to cross-examine witnesses called by the other. The grievant shall be notified at least five (5) workdays prior to the date of the hearing as to the time and place of the hearing. The Board shall provide the grievant with a written disposition of the grievance within fifteen (15) workdays following the conclusion of the hearing.

4. Level 4

If the disposition of the grievance at Level 3 is not acceptable to the grievant, and if he/she obtains written authorization from the Association, he/she may submit written notice of his/her election to proceed to arbitration, by submitting the notice (together with a copy of the Association's written authorization) to the Superintendent, addressed to the Board President, within ten (10) work days following issuance of the Board's decision at Level 3. Within seven (7) workdays following delivery of the notice, the Association and the Superintendent shall meet in an effort to select an arbitrator. If the parties cannot agree on an arbitrator, they shall mutually request a list of qualified arbitrators from the American Arbitration Association and shall proceed to select an arbitrator according to the rules of the American Arbitration Association.

The arbitration will be held at a location within the District, at a time selected by the arbitrator and agreed upon by the parties. The arbitrator shall have no authority to rule contrary to, or to expand upon, any of the terms of this Agreement, to issue an award that requires either party to engage in a violation of law, or to award damages that are punitive in nature or damages or other forms of relief that are retroactive to periods prior to the date of the grievance was filed at Level 1. The arbitrator's award shall be binding upon the parties to the extent the award does not exceed the arbitrator's jurisdiction.

Each party shall bear its own costs associated with the arbitration. The costs of the arbitrator shall be shared equally by the Association and the District.

To the extent reasonably possible, all grievance hearings shall be conducted outside the normal workday. Should it become necessary to conduct a hearing during a workday, the grievant shall be released from work for the period of time necessary to attend the hearing without loss of pay. When it is necessary at any level for a representative designated by the Association to attend a grievance hearing during the workday, the Superintendent shall be notified at least three (3) workdays prior to the hearing. Upon timely notification, the representative shall be released without loss of pay for the period during which the representative's attendance is required at the hearing.

### **Savings Clause**

If any article, section or subsection of this Agreement or any application of this Agreement to any employee is held contrary to law, than such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the District and the Association shall within ten (10) days, enter into negotiations to replace or remove any provision found to be contrary to law.

### **No Strike/Lockout**

The Association agrees that during the term of the Agreement it will not cause, authorize, condone, sanction, support, or take part in any strike, walkout, work stoppage, concerted refusal to report for work, work slowdown, withholding of service or other work interference for any reason. The Board agrees that during the term of this Agreement there shall be no lockout of bargaining unit employees.

### **Right to Join or Not Join**

As a condition of employment, members of the bargaining unit have a right to join, participate in and assist the Association and the right to refrain from such activities.

For those classified employees who are represented by the association but elect not to join the Association, an amount equal to 50% of the local, state and National Education Association combined dues will be deducted from the employee's monthly payroll and contributes to a Scholarship fund of their choice of the HCEA according to the following process:

*FY 2010-2012 Negotiated Agreement between the  
Hoonah Classified Employees Association and the Hoonah City School District*

It is agreed by and between the Board and the Association that upon receipt of a written list of employees, the Board will deduct the determined amount from each paycheck beginning with the second regular salary paycheck through the remainder of the fiscal year.

The Association agrees to defend, indemnify and hold the district harmless against any and all claims, suits, orders or judgment brought or issued against the District as a result of any actions taken by the District under the provisions of this section.

## **Signature Page**

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Hoonah Classified Employees Association  
Jason W. Goins, President

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Date

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Hoonah Classified Employees Association  
Veronica Dalton, Representative

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Date

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Board of Education President

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Date

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Board of Education Secretary/Treasurer

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Date

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Hoonah City Schools CEO  
Charla Wright

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Date

*FY 2010-2012 Negotiated Agreement between the  
Hoonah Classified Employees Association and the Hoonah City School District*

FY '12 CLASSIFIED SALARY SCHEDULE WITH INCREASE (FY '11 PLUS 2.5%)													
Level	POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
<b>A</b>	<b>Kitchen Aide/Assistant</b>	11.88	12.23	12.60	12.94	13.29	13.66	14.02	14.37	14.73	15.08	15.43	15.80
<b>B</b>	<b>Aide I - Entry Level - Instructional Aide/Library Assistant/Parent Educators/Assistant Teacher Child Care</b>	13.77	14.17	14.58	14.99	15.41	15.83	16.24	16.66	17.08	17.49	17.91	18.32
<b>C</b>	<b>Custodian</b>	14.44	14.87	15.30	15.74	16.17	16.60	17.03	17.47	17.90	18.33	18.76	19.22
<b>D</b>	<b>Aide II - Highly Qualified/Specialized Training - Instructional Aides/Parent Educators/Lead Teacher Child Care</b>	15.81	16.28	16.77	17.28	17.80	18.33	18.81	19.30	19.78	20.26	20.74	21.24
<b>E</b>	<b>Maintenance I (Intern)</b>	15.76	16.23	16.72	17.22	17.73	18.23	18.71	19.19	19.67	20.14	20.63	21.12
<b>F</b>	<b>Librarian/Head Cook/Child Care Coordinator /Community Outreach Coordinator/Grants Coordinator</b>	16.06	16.55	17.02	17.51	18.00	18.48	18.95	19.45	19.92	20.41	20.89	21.37
<b>G</b>	<b>Building Level Office Manager</b>	17.67	18.20	18.75	19.29	19.83	20.39	20.92	21.46	22.00	22.53	23.07	23.62
<b>H</b>	<b>Maintenance II</b>	18.12	18.67	19.23	19.80	20.40	21.01	21.56	22.12	22.67	23.21	23.77	24.34