

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
EMMONS GRADE SCHOOL DISTRICT #33
LAKE COUNTY, ILLINOIS

AND THE



EMMONS PARAPROFESSIONALS
A COUNCIL OF THE
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL NO. 504, IFT-AFT/AFL-CIO
FOR THE SCHOOL YEARS

2006 – 2007

2007 – 2008

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ARTICLE I

PARTIES TO THE AGREEMENT/RECOGNITION

A. Parties to the Agreement

This Agreement is made by and between the Board of Education of Emmons Grade School District No.33, Lake County, Illinois, hereinafter referred to as the "Board" and the Emmons Paraprofessionals Union, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO, hereinafter referred to as the "Union."

B. Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time and regularly employed part-time Teacher Aides, Paraprofessionals, Lunchroom Aides, and the Lunchroom Director. Such representation shall exclude confidential, managerial, supervisory, and short-term employees as defined by the *Illinois Educational Labor Relations Act*. "Employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining unit as above defined. The term "Board" when used in this Agreement shall refer to the Board as above defined or its administrative or supervisory personnel.

ARTICLE II

EMPLOYEE RIGHTS

A. Evaluation

Within the first month of school, or within thirty (30) days of employment, whichever occurs later the evaluation document will be presented to employees and evaluating supervisor appointed. Said appointment shall not preclude input from the supervising teacher on an as needed basis.

Each employee's job performance shall be evaluated annually by his/her supervisor. Additional evaluations may occur, if needed.

A formal evaluation will be provided in writing to the employee no later than May 1st. Each employee will be given an opportunity to discuss any evaluation made by a supervisor. The evaluation document will be reviewed and signed by both the employee and supervisor, acknowledging the meeting and review of the evaluation. The Employee's signature does not indicate concurrence, but merely that the Employee has seen the completed form. The employee shall have the right to attach comments to any evaluation, which shall be dated and attached to the evaluation.

The content or rating of any evaluation or observation report is not grievable. Failure to comply with a procedural step in the evaluation process shall not prevent the Board from releasing an employee. Should an evaluation based dismissal become a subject of an arbitrator's authority, based on a procedural violation, reinstatement is recognized by this agreement as a viable remedy.

B. Evaluation Committee

A committee of two unit members chosen by the Union President and two administrators appointed by the Superintendent may convene at the request of either party to review the evaluation process and make recommended changes to the Superintendent.

C. Assignments

Employees will be notified of as much information as is known regarding their work assignments for the upcoming school year by August 1. Such assignment may change at any time prior to the beginning of the school year or during the school year as needed by the administration.

D. Vacancies

A vacancy shall be defined as an unfilled position within the bargaining unit that the Board deems necessary to fill, and newly created positions. Vacancy shall not be construed to mean a mere re-deployment of staff as a result of elimination of positions or reductions-in-force or a Leave of Absence unless the Leave of Absence exceeds one (1) year. Notice of vacancies for all unit positions will be posted on the District website and internal electronic

folder at least five working days prior to filling the position, except in the case of an emergency for which the position must be filled in less time.

E. Discipline and Discharge

Before any disciplinary action is taken against an employee regarding an employee's conduct the employee shall be informed of the nature of the issue giving rise to the disciplinary action. This provision shall neither preclude and administrator/supervisor from verifying a third party complaint prior to informing the employee of the concern, nor preclude an administrator/supervisor from imposing discipline in a manner he or she deems necessary and appropriate, up to and including immediate dismissal.

F. Personnel Files

1. The Board shall maintain one (1) official personnel file for each employee, except that grievance material may be filed separately.
2. Employees shall be given a copy of any disciplinary matters placed in their personnel file within ten (10) workdays.
3. Employees shall have the right to attach a written response to documents placed in their personnel file. Such written response must be filed within fifteen (15) working days of the date the document is placed in the personnel file.
4. Employees shall have the right to review the contents of their individual personnel file by making an appointment at least three (3) days in advance with the Superintendent or designee. No employee shall remove any material from a personnel file. Employees shall be given copies of requested documents contained in their personnel file at customary expense. Such review shall occur during regular business hours when the employee is not otherwise assigned and in a manner, which shall not interfere with the operation of the personnel office or the District. Such review shall be in the presence of a designated appointee of the Board. This right of review shall not be applicable to confidential material, such as any evaluative or reference information received by the Board in connection with the Board's decision to employ the employee in the first instance.
5. Material shall not be removed from any personnel file without the written consent of the Superintendent
6. This Section shall not be construed to prohibit the Board from adopting Board policy and regulations for the maintenance, inspection and dissemination of personnel records pursuant to the Illinois Review of Personnel Records Act provided that, to the extent permitted by law, any rights which employees have pursuant to this Section shall not be diminished by the adoption of said policy and regulations.

ARTICLE III

UNION RIGHTS

A. Dissemination of Information to the Union

The Board shall upon written request from the Union furnish the Union President or designee with one (1) copy of the approved open session minutes of the Board, the agenda (if any) of any upcoming Board meeting, the Board policy manual, and the final Board approved budget.

B. Mailboxes, Bulletin Boards, and Meetings

The Union shall have the right to use the District employee mailboxes and a portion of a designated bulletin board in the faculty lounge for official Union materials provided such materials shall be properly identified as official Union publications and a copy thereof concurrently provided to the Superintendent. Such mailboxes and/or bulletin boards shall not be utilized for materials which are primarily local School Board partisanship. The Union shall have the right to use a room for the purpose of meetings for Union business as long as said meetings are before or after the workday, do not interfere with regular District business, and are requested in writing to the Superintendent or designee at least forty eight (48) hours in advance of the requested meeting date.

C. Dues Deduction

1. The Board shall deduct from the pay of each unit member membership dues of the Union and its affiliates, provided that at the time of such deduction there is in possession of the Board a written authorization for dues deduction voluntarily executed by the employee. Such authorization shall continue in effect from year to year unless revoked in writing by the employee.
2. The Union shall certify the annual rate of dues in writing to the Board each year. The amount specified shall be pro-rated and deducted from each paycheck, starting with the first paycheck in October and ending with the last paycheck in May, provided the amount to be deducted shall not vary during this period. Termination of employment for any reason shall constitute revocation of authorization for dues deduction.

D. COPE Deduction

Upon receipt of a voluntary authorization in writing by a unit member, the Board shall deduct from the unit member's salary the amount authorized by the employee for the Lake County Federation of Teachers Committee on Political Education (LCFT-COPE). Such deduction shall be made the last paycheck in October and forwarded to the Treasurer of the Union within fourteen (14) days.

E. Hold Harmless

The Union shall indemnify and save harmless the Board and all of its agents and employees from any and all reasonable demands, suits and costs resulting from any reasonable action taken or omitted by the Board or any of its agents or employees for the purpose of complying with the provisions of this Article.

F. Fair Share

All employees covered by this Agreement who are not members of the Union shall pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The Union shall further certify to the Board that "Notice of Fair Share" has been posted in accordance with the IELRB rules and regulations. No payroll deduction of fair share fees shall be made until at least fourteen (14) days after such certification. Such fair share payments shall be deducted by the Board on a pro-rata basis from the earnings of the non-member employees on the same time schedule as Union dues and be paid to the Union. The amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing in this Section shall preclude the non-member employee from making voluntary political contributions in conjunction with his or her fair share payment.

This fair share agreement shall safeguard the right of non-association of employees based upon bonafide religious tenets or teaching of a church or religious body of which such teachers are members. Such employees may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board. Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) of the Illinois Educational Labor Relations Act. Additionally, non-member employees who object to the amount of the fair share fee have the right to file such objection pursuant to the internal Fair Share Implementation Program procedures established by the Union, except that the filing of such objection pursuant to the internal procedure may not be sufficient to preserve any rights the non-members may have under the IELRA. Upon any such filing, pursuant to said internal procedures and notice of such to the Union, the Union shall place in an interest-bearing escrow account, separated from other funds held by the Union, the amount of each objector's fair share payments made, and to be made pending resolution of the charge, which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

ARTICLE IV

WORKING CONDITIONS

A. School Year

The work year shall consist of pupil attendance days plus an additional day at the beginning of the school year as assigned by the administration.

B. Calendar

The Superintendent shall consult with Union representatives on the school calendar with the purpose of obtaining Union input to the calendar prior to it being recommended to the Board.

C. Workday

The normal workday for full-time employees is seven (7) hours. All employees who work at least five hours in a workday shall be given a forty (40) minute unpaid lunch.

In addition to the normal workday, full-time employees shall be responsible for late bus duty. The number of employees needed will be determined by the Administration on a rotational basis.

D. Overtime

Any time worked beyond thirty-five (35) hours in a week will be paid at the employee's regular hourly rate of pay until the total number of hours worked reaches forty (40) hours for the week. Beyond 40 hours, overtime pay shall be paid at time and one half the employee's regular hourly rate of pay.

E. Smoke Free Building

Smoking shall not be permitted on District property.

F. Safety and Overall Condition of Facility

The District shall make reasonable efforts to maintain safe and healthful conditions throughout the building. An Administrative Procedure shall be in place so that staff members may report about concerns within the facility that impact safety, cleanliness, and healthful conditions. In addition, a working committee staffed by representative membership and called the "Physical Conditions of the Facility" will be selected by the administration. This Group will meet on a regular basis, as needed, to discuss issues and/or concerns as to the physical conditions of the facility.

ARTICLE V

REDUCTION IN FORCE AND SENIORITY

A. Layoff

The order of layoff, provided remaining employees are qualified to perform the needed services shall be on the basis of seniority accrued as defined below. Employees with the least seniority shall be removed in such sequence (i.e., least to most senior) until the necessary reduction has been made in reverse order of seniority. Following a Reduction in Force, the Superintendent will have the authority to place employees in positions based upon District need and for which the employees are most qualified. In determining an employee's qualifications for purposes of reduction-in-force, the Board shall consider any statutory or regulatory employment pre-requisites, and the specific skills required for the position as determined by the District in its policies, rules, regulations, or job descriptions.

B. Recall

If the Board has any vacancies within the bargaining unit within the period prescribed by law, the positions thereby becoming available shall be tendered to the employee so removed or dismissed in inverse order of layoff, provided the employee is qualified to perform the services required of the position as determined by the District as set forth in Section A of this Article. The Board will maintain a recall list for the period prescribed by law. Those employees who fail to accept or reject any vacant position offered, or who reject a position offered within 14 calendar days of mailing of the offer, will be dropped from the recall list.

C. Seniority

Seniority for the purpose of Layoff for unit members shall be defined as the length of continuous service in the District as either a part-time or full-time employee in the bargaining unit. Accumulation of seniority shall begin from the employee's first date of service in the bargaining unit. Part-time employees shall accrue seniority on a pro rata basis based upon a 7 hour work day. For example, a 3 ½ hours part-time employee with ten (10) years of continuous service to the District shall have 5 years of seniority. Approved leaves shall not constitute a break in continuous service. Approved unpaid leaves of ninety (90) consecutive days or more shall not count toward the accrual of seniority.

D. Resolving Identical Seniority

1. In the event that more than one individual employee began service on the same date, seniority shall be determined by date of hire.
2. Ties in seniority between unit members with the same date of hire shall be resolved by lottery. Such lottery shall involve both Administration and Union representatives.

E. Seniority Lists

The District shall supply the Union President with a seniority list prior to February 1 of each school year.

F. Termination of Seniority

An employee's seniority shall be terminated and he/she shall lose his/her status as an employee when he/she:

1. quits;
2. is discharged;
3. retires;
4. is laid off and the employee's recall rights expire.

ARTICLE VI

LEAVES

A. Sick Leave

Each full-time or part-time unit member who work at least 600 hours per year shall be entitled to a total of thirteen (13) days sick leave per school year without loss of pay. Such leave shall accumulate each year to a maximum of one hundred eighty (180) days. Part-time employees eligible for sick days as described above will receive sick leave pay equivalent to their regular workday. Sick leave for part-year employees shall be pro-rated. Sick leave includes personal illness, quarantine at home or serious illness in the immediate family. Immediate family for purposes of this Article shall include all persons designated as such by the *School Code*.

A maximum of two (2) days may be taken as personal days without loss of pay each school year subject to prior notice to the Superintendent or designee. Personal leave shall not be granted on the following days except in cases of compelling need as requested in writing stating the reasons for the need:

1. The first and last five (5) days of the school year.
2. The day before or after vacation or holiday periods.

Personal days shall be used for business, the celebration of recognized religious holidays or the observance of recognized religious practices, which cannot be conducted during non-school hours or days. Employees shall not be required to state the reason for personal leave. Personal leave shall not be used during a work stoppage of any kind.

All requests for personal leave shall be made to the Superintendent or designee in writing at least five (5) working days in advance of the intended leave. In case of emergency, immediate personal leave may be granted by the Superintendent or designee.

Each employee shall receive a written notice indicating the number of accumulated sick days not later than November of the then current school year.

B. Bereavement Leave

In the event of death in the immediate family bereavement leave of up to three (3) days, without loss of pay or accumulated sick leave shall be granted. The Superintendent or designee may grant up to two (2) additional days charged against accumulated sick leave if available. Immediate family is parents, spouse, brothers, sisters, children, grandparents, grandchildren, brothers-in-law, sisters-in-law, and legal guardians.

In other cases, accumulated sick leave up to three (3) days may be used as bereavement leave, upon the approval of the Superintendent or designee.

C. Jury Duty Leave

The Board shall pay the regular salary to employees called to jury duty. Such absence shall not be charged against any other leave of absence. The employees so summoned shall reimburse the Board in the amount of any per diem compensation (exclusive of mileage allowance) received for such service.

ARTICLE VII

MANAGEMENT RIGHTS

To the full extent provided by law, limited only by the lawful provisions of this Agreement or otherwise specifically agreed to in writing between the parties to this Agreement, all functions, rights and powers of the Board including but not limited to the determination of educational policy, the operation and management of the schools, and the control, supervision, and direction of all staff are vested exclusively with the Board.

ARTICLE VIII

COMPENSATION AND FRINGE BENEFITS

A. Payroll Procedure

Each employee shall receive a pro-rata portion of his/her annual salary on the fifteenth and the last day of the month. If these dates fall on a non-attendance day, payment shall be made on the day prior to the respective holiday.

Payroll shall be eighteen (18) installments. Employees who submit the proper authorization shall have the option to receive their pay by electronic transfer, provided the District's payroll provider has the capacity to provide electronic transfer. Electronic fund transfer shall be provided in accordance with the payroll provider's specifications.

B. IMRF Contributions

IMRF contributions will be deducted from employees salary and remitted to IMRF on behalf of employees in accordance with law. The District will also deduct and remit additional money to IMRF if an employee completes a Form 6.30 requesting additional contributions be made to IMRF.

C. Insurance and Flexible Benefit Plan

1. All full-time unit members shall be allowed to enroll in the District approved insurance program. Part-time unit members may enroll in the District approved insurance program to the extent they are eligible.
2. The Board agrees to provide to all unit members a Flexible Benefit Plan (FBP), cafeteria-style fringe benefits program as provided in Section 125 of the Internal Revenue Code.

The purpose of FBP shall be to: provide the framework for adding new benefits at minimal cost to the Board; offer flexibility to unit members in the selection of fringe benefits that permit each employee to tailor benefits to his/her individual needs; and to reduce taxes, thereby increasing spendable income.

The FBP shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for an employee to deduct such costs as the following:

1. Single/Dependent Health Insurance Costs
2. Single/Dependent Dental Insurance Costs
3. Term Life Insurance Costs
4. Disability Income Insurance Costs
5. Other Non-Reimbursed Medical/Dental Costs
6. Child Care Costs
7. Vision Care Costs
8. Other Items As Allowed By The IRS

from his/her gross compensation, as defined in Section D, hereunder, and to be subsequently reimbursed for other costs pursuant to the terms of the FBP.

Declarations for deductions from salary shall be pursuant to the terms of the FBP.

D. Compensation

For the 2007-2008 school year, the salary increase to the bargaining unit will be 5.17%. Distribution of the salary increase among the bargaining unit members shall be as mutually agreed upon by the parties.

For the 2008-2009 school year, the salaries for each bargaining unit member is set forth in Appendix A.

Starting salary for the 2008-2009 school year for new hires without Para-pro experience shall be \$9.00.

E. Additional Duties During the Workday

A unit member who performs duties during their workday that are covered by the Teachers Collective Bargaining Agreement (ex. Study Hall), shall be paid for that time at the Teacher Collective Bargaining Agreement rate of pay, rather than their hourly rate.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim by an employee or the Union on behalf of named employees that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
2. As used in this Article, "days" shall mean employment days, except during the summer recess when it shall mean days on which the District Business Office shall be open.

B. General Provisions

1. An employee should not be subject to discipline or reprisal because of his/her participation in the grievance procedure.
2. A grievance may be withdrawn at any step without establishing precedent and once withdrawn shall be treated as never having been filed.
3. All time limits may be extended by written agreement of both parties.
4. Hearings and conferences under this procedure shall be conducted at a time and place which shall be held, insofar as possible, after regular school hours, or during non-teaching time of the personnel involved. When such hearing and conferences are held at the option of the Administration during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
5. No employee at any step of the grievance procedure shall be required to meet with the Administration or the Board without Union representation.
6. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

C. Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a Union member may accompany the employee to assist in the informal resolution of the grievance. If however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

Step One: The employee or Union on behalf of named unit members, must present the grievance in writing to the immediately involved supervisor within ten (10) days of the occurrence giving rise to the grievance. A meeting to discuss the grievance shall be held within ten (10) days of the filing of the grievance. The immediate supervisor shall provide a written answer of the grievance to the aggrieved employee and Union no later than ten (10) days following the meeting, including reasons for decisions.

Step Two: If the employee or Union is not satisfied with the disposition of the grievance at Step One or the time limits expire without the issuance of written reply, the employee or Union may refer the grievance to the Superintendent or designee. A meeting to discuss the grievance shall be held within ten (10) days of the filing of the grievance. The Superintendent or designee shall provide a written answer of the grievance to the aggrieved employee and Union no later than ten (10) days following the meeting, including reasons for the decision.

Step Three: If the Union is not satisfied with the disposition of the grievance at Step Two, or the time limits expire without issuance of the Superintendent's written reply, the Union may submit the grievance to binding arbitration. If arbitration shall be necessary, the services of the American Arbitration Association shall be employed. If a demand for arbitration is not filed within twenty (20) days of the date for the Step Two answer, the grievance shall be deemed withdrawn. The Board and the Union shall equally bear the cost of the arbitrator. The arbitrator shall not have the authority to alter, add to, or ignore the provisions of this Agreement.

The submission of grievances not complying with these steps shall be deemed waived.

ARTICLE X

MISCELLANEOUS

A. Duration

This Agreement shall be effective from the date of its execution, except for earned salary, which shall be retroactive to the beginning of the 2007-2008 school year, through June 30, 2009.

B. Date to Start Negotiations

The parties agree to commence negotiations for a Successor Agreement at a mutually acceptable date, but in no event later than March 1 of the year of expiration of this Agreement, unless otherwise mutually agreed.

C. Severability - Saving Clause

In the event any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect. If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

D. No Strike Clause

The Union and each employee agree that there shall be no strikes, work stoppages, activities which will disrupt the operations of the District, or refusal to fully perform job functions by the Union and each employee, during the duration of this Agreement.

E. Complete Understanding and Waiver of Additional Bargaining

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 or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or 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.

Notwithstanding the above, the parties hereby agree that each has the right and obligation to engage in impact negotiations, if so requested by the other party, with respect to a decision by the Board to move any portion of its educational program to another campus during the term of this Agreement.

F. Typing and Photocopying of This Agreement

The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for the photocopying of sufficient copies of this Agreement for the parties. The Board shall reimburse the Union for the cost of such photocopying.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this _____ day of _____ 200__.

For the Board

For the Union

Date

Date

Appendix A

2008-2009 Salaries

Employee	08-09 Hourly Rate
A	\$11.53
B	\$11.53
C	\$11.32
D	\$11.26
E	\$10.52
F	\$10.52
G	\$10.06
H	\$9.91
I	\$9.91
J	\$9.79
K	\$9.53

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