

Contract no. 651

A G R E E M E N T

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

and

WESTLAKE EDUCATION ASSOCIATION

County of Union, New Jersey

1990-1991

1991-1992

1992-1993

INSTITUTIONAL AGREEMENT
FUTURED BY

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

WESTLAKE EDUCATION ASSOCIATION

AGREEMENT

I N D E X

Article I	- RECOGNITION	Page 1
Article II	- NEGOTIATION OF SUCCESSOR AGREEMENT	Page 2
Article III	- GRIEVANCE PROCEDURE	Page 3
Article IV	- EMPLOYEE RIGHTS	Page 7
Article V	- WORK YEAR AND HOURS	Page 10
Article VI	- TEMPORARY LEAVES OF ABSENCE	Page 13
Article VII	- EXTENDED LEAVES OF ABSENCE	Page 16
Article VIII	- MISCELLANEOUS PROVISIONS	Page 21
Article IX	- HEALTH INSURANCE	Page 22
Article X	- EVALUATION PROCEDURE	Page 23
Article XI	- SALARY DEDUCTIONS	Page 24
Article XII	- DESIGNATION OF RESPONSIBILITIES	Page 25
Article XIII	- LIAISON COMMITTEE	Page 26
Article XIV	- CLASSROOM FURNISHINGS	Page 27
Article XV	- EMPLOYEE FACILITIES	Page 28
Article XVI	- PROFESSIONAL DEVELOPMENT	Page 29
Article XVII	- REIMBURSEMENT FOR EMPLOYEES	Page 30
Article XVIII	- UNUSED SICK LEAVE	Page 31
Article XIX	- SALARY PROVISIONS	Page 32
Article XX	- ASSOCIATION RIGHTS AND PRIVILEGES	Page 35
Article XXI	- REPRESENTATION FEE	Page 37
Article XXII	- SEVERANCE	Page 39
Article XXIII	- TRANSFERS	Page 40
Article XXIV	- DURATION OF AGREEMENT	Page 42
	- SALARY SCHEDULES	Page 44

ARTICLE I

RECOGNITION

A. Unit

The Commission hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time certified personnel, the Substance Abuse Coordinator, School Safety and Security Monitor and paraprofessionals whether under contract or on leave, employed or hereafter employed by the Commission, but excluding supervisory and administrative personnel.

The Association reserves the right to apply to the Public Employment Relations Commission for a Certification of Public Employee Representative.

B. Definitions

1. Definition of Teacher

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all certified employees represented by the Association in the negotiating unit as above defined.

2. Definition of a Paraprofessional

Unless otherwise indicated, the term "paraprofessional," when used hereinafter in this agreement, shall refer to all employees who are employed by the Commission for the purpose of aiding teachers with instructional/clerical tasks or behavior management.

C. Employee

The term "employee" in this agreement shall refer to all persons designated in B(1) and B(2) above.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

Provided that the Association shall represent a majority of the members of the bargaining unit as of February 15 of the year in which negotiations are to resume, the parties agree to enter into collective negotiation regarding a successor Agreement in accordance with Chapter 123, Public Laws, 1974, in a good faith effort to reach agreement concerning terms and conditions of teachers' and paraprofessionals' employment. Such negotiations shall begin not later than February 15 of the appropriate year or at such time as established by P.E.R.C. if earlier, concerning all terms and conditions of employment including salary for the following years. Any Agreement so negotiated shall be reduced to writing during the process of negotiations, and shall be subject to ratifications by the Commission and Association, in its final form.

B. Modification

The Agreement shall not be modified in whole or in part except by an instrument in writing, ratified and agreed to by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. Grievance

A grievance is a claim by an employee or a group of employees or the Association, based upon the interpretation, application or violation of this Agreement, policies or administrative decision.

All grievances shall commence at Level 1 as set forth below with the following exceptions:

a) A grievance arising out of a Commission policy shall be commenced at Level 3.

b) A grievance arising out of an Administrative decision shall commence at Level 1 if the decision grieved was made by a Building Principal, Program Director or Supervisor of Instruction and shall commence at Level 2 if the grieved decision was made by the Superintendent.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Commission who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Immediate Supervisor

An "immediate supervisor" is the building Principal where the employee is primarily located, or the Supervisor where there is no Principal on-site. The Director of Non-Public School Services shall be considered an immediate supervisor for Auxiliary Services Teachers.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable resolutions of grievances as defined in Paragraph A-1. Both parties agree that those

proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the failure of the Commission to renew a contract of a non-tenured employee.

C. Procedure

1. Informal Resolution

An employee with a complaint shall first discuss it with his immediate supervisor directly with the objective of resolving the matter informally. The immediate supervisor will render a decision within five (5) school days. If the employee is not satisfied with the resolution of his complaint, he shall be deemed to have a grievance.

2. Immediate Supervisor - Level One

The aggrieved person or persons shall submit the grievance in writing to the immediate supervisor within ten (10) school days. The immediate supervisor must communicate his decision in writing within ten (10) school days after receipt of written grievance.

3. Superintendent of the Commission - Level Two

If no decision is rendered within five (5) school days after presentation of the grievance to the immediate supervisor, or the aggrieved person is not satisfied with the disposition of his grievance at Level One, the Association may, within ten (10) school days, refer it to the Superintendent. The Superintendent, or a hearing officer designated by the Commission, shall within five (5) school days meet with the aggrieved person and any other persons involved in the grievance to hear and review the grievance and shall within five (5) school days after said hearing, render his opinion in writing with respect to the grievance.

4. Union County Educational Services Commission - Level Three

If no decision is rendered within ten (10) school days after the grievance was delivered to the Superintendent, or if the aggrieved person is not satisfied with the disposition of his grievance at Level Two, the Association may, within ten (10) school days of the receipt of the

decision, submit the grievance to the Commission. Within fifteen (15) school days after receipt of the grievance, the Commission or a committee thereof shall review the grievance and hold a hearing on the matter, if requested. The Commission's decision shall be rendered within thirty (30) calendar days after receipt of the grievance in writing. The grievant must continue to function appropriately under the administration while the grievance procedure is in process.

5. Advisory Arbitration - Level Four

In the event that the grievance is not resolved by the review of the Commission as described above and provided the grievance concerns disagreement with respect to interpretation of the Union County Educational Services Commission/Westlake Education Association Agreement, policies or administrative decision, as stipulated in the definition of a grievance, then the Association may elect to have the matter referred for advisory arbitration by filing a written request for advisory arbitration with the Secretary of the Commission within ten (10) days of the date of the decision of the Commission, and submit a request for an arbitrator to the Public Employment Relations Commission or the American Arbitration Association. Upon receipt of a panel of arbitrators, the Association and Commission shall agree upon an arbitrator within ten (10) school days. The arbitrator so selected shall confer with the representatives of the Commission and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or alters, adds to or detracts from this Agreement. The decision of the arbitrator shall be advisory only and not binding on either party; however, the Commission must notify the Association, within thirty (30) days of the decision, whether it accepts or rejects, in whole or in part, the arbitrator's decision. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses

and the cost of the hearing room, shall be borne equally by the Commission and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. The grievant shall institute claim within a maximum of thirty (30) calendar days from the date of the occurrence giving rise to the grievance. Failure to institute a grievance within said thirty (30) days shall be deemed to constitute an abandonment of the grievance.

E. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Commission or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE IV

EMPLOYEE RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under New Jersey School Laws or other applicable laws and regulations.

Nothing contained herein shall be construed to deny or restrict to the Commission such legislative, executive and judicial functions that accrue to it as an agent of the state in insuring compliance with state laws and regulations. The Commission reserves to itself full jurisdiction and authority over matters of policy and retains the right, except as modified by this Agreement, (a) to direct employees of the Commission; (b) to hire, promote, transfer, assign and retain employees in positions within the jurisdiction of the Commission and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duties because of lack of work or other legitimate reasons; (d) to maintain the efficiency of the school operations entrusted to them; (e) to determine the method and personnel by which such operations are conducted; and (f) to take whatever actions might be necessary to carry out the mission of the Commission in situations of emergency.

B. Criticism of Employees

Any questions or criticism by a supervisor, administrator, or Commission member of an employee and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings. Likewise, any criticism by an employee of the Supervisor or Director, shall be made in confidence and not in the presence of students, parents or at other public gatherings.

C. Association Identification

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. Whenever any employee is required to appear before any Administrator or Supervisor, Board of any Committee, Member Representative or agent thereof concerning any matter

which could adversely affect the continuation of that employee in his/her office, position or employment of the salary or any increments pertaining thereto, he or she shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. At the time the request for such meeting or interview is made, the employee shall be entitled to a verbal statement of the subject matter to be discussed at the meeting or interview.

- E. No paraprofessional shall be discharged for poor performance unless evaluations of his/her performance have been made within a school year. The second evaluation shall occur no sooner than ten (10) work days after receipt by the paraprofessional of the first evaluation so that the paraprofessional can improve. Discipline of a severity less than discharge shall be for just cause.
- F. Commission required physicals upon employment will be provided by the Commission Physician at no charge to the employee. If the employee elects to use his or her own physician, it shall be at the employee's expense.
- G. No adverse recommendation shall be made by any administrator or supervisor to the Commission, which could affect an employee's employment, salary or increment without a prior interview with the employee and his or her representative concerning such recommendation. The employee shall be provided with a written statement prior to the Commission meeting.
- H. Access to Personnel File
 1. The only official personnel files for the Commission shall be those kept in the Office of the Superintendent.
 2. Each employee shall have the right to review with Association Representation if he or she so desires the contents of his or her personnel file. The employee shall inform the Superintendent's secretary twenty-four (24) hours prior to requesting copies of materials in said file.
 3. An employee shall receive a copy of all pertinent material placed in his or her file excluding materials directed to or received from the employee. The employee shall have the right to file a written response which shall be attached to the file copy.

4. The Commission shall not maintain any separate personnel file to which the employee does not have access.

5. Each employee shall have the right to request that material which is false, not related to job performance, or obsolete be removed from the personnel file. In the event there is a disagreement, the matter shall be subject to the Grievance Procedure.

I. The administration may enter an employee's desk for lesson plans, individual student work folders and Individual Student Improvement Plans only when an employee is absent.

ARTICLE V

WORK YEAR AND HOURS

- A. The Employees' work day shall be as follows:

Centennial High School and Day Treatment	8:20 A.M. to 2:50 P.M.
Westlake and Beadleston	8:20 A.M. to 2:20 P.M.
Auxiliary Services to Non-Public Schools	8:30 A.M. to 2:30 P.M.
Substance Abuse Coordinator & School Safety and Security Monitor	8:20 A.M. to 4:00 P.M.

On days preceding holidays or Commission vacations, the employees' day shall end at the close of the Commission pupils' day. The Auxiliary Services dismissal time will be governed by Westlake and Beadleston, which is 2:10 p.m.

- B. 1. Teachers at Centennial High School and Day Treatment will receive five (5) guaranteed preparation periods per week and teachers at Westlake and other locations will receive four (4) guaranteed preparation periods per week. Auxiliary Services Teachers shall have two (2) hours prep time per week as scheduled by the Commission provided that each actual prep period shall be at least thirty (30) minutes in duration. In the event a teacher is required to forego a preparation period and provide classroom instruction and/or supervision, the teacher will receive additional pay at the rate of \$18.00 per hour for the 1990-91 school year; \$20.00 per hour for the 1991-92 school year and \$22.00 per hour for the 1992-93 school year.
2. Teachers accepting the assignment of bedside tutoring shall be compensated at the same hourly rate as set forth in B(1).
- C. Nurses' hours are the same as teachers' hours.
- D. The Commission will make every effort to provide qualified substitute teachers except for Auxiliary Services Teachers.
- E. The work year is the period of September 1 - June 30, as defined by the school calendar. Employees' work year will not exceed 185 days, two of which will be without pupils being present. Auxiliary Services Teachers work

year will be 170 days. The Substance Abuse Coordinator shall be a twelve (12) month position and the School Safety and Security Monitor shall be a ten (10) month position.

- F. The school calendar for each year shall be prepared by the Superintendent and submitted to the Association for its comments and suggestions prior to the adoption of the calendar by the Commission.
- G. Each employee is guaranteed a duty-free lunch period during which they have no assigned responsibilities whatsoever.
- H. Faculty meetings, conferences or staffings will not be scheduled on days that employees are requested to return for evening parent meetings, except in cases of emergency.
- I. In the event that an appropriate administrator requests a classroom teacher to undertake responsibilities beyond school hours above those normally assumed, as covered in Article V above, the teacher may decline unless the supervision of students is involved. If the teacher accepts or if the supervision of students is involved, the teacher and the administrator will agree on either compensatory time or a payment at the same hourly rate as set forth in B(1). In the case of the Substance Abuse Coordinator, however, when required to undertake responsibilities beyond normal work hours, compensatory time equal to the additional time worked shall be granted.
- J. (1) There shall be a maximum of twenty-six (26) meetings per year which shall include faculty meetings, committee meetings and in service workshops. Any person required to attend an evening meeting beyond those required of the general faculty (such as but not limited to the school social worker) shall be compensated in accordance with Paragraph I above. All meetings shall be limited to one hour in length except the inservice days.

(2) Paraprofessionals shall be required to attend up to five (5) faculty meetings, committee meetings and/or in-service workshops without additional compensation.
- K. Whenever an Auxiliary Services Teacher's Non-Public School is closed when the Commission's schools are open, the Auxiliary Services Teacher shall report to the Central Office for assignment.
- L. In the event any paraprofessional is certified to perform teaching duties and is requested to substitute for an absent teacher, he or she shall receive for that day or

portion thereof, the current rate of pay established by the Commission for short term substitute teachers plus \$10.00 during the 1990-91 school year, \$12.00 during the 1991-92 school year and \$15.00 during the 1992-93 school year, except that in no event shall a paraprofessional receive less than his or her normal salary.

- M. At the beginning of each year, all paraprofessionals shall be given a written job description which specifies the functions, duties and responsibilities of the position. In addition, the paraprofessionals for each classroom may make an appointment with the school nurse to review relevant behavioral information for each student in the paraprofessional's assigned room. Said information shall be restricted to areas of potential classroom behavior such as types of medication taken, its effect on the child and the propensity for seizures by the child. Disclosure of information shall be at the discretion of the school nurse functioning under the direction of the school principal.
- N. Any paraprofessionals required to work beyond the hours provided in Paragraph A above and specifically requested by the immediate supervisor shall be compensated at one-and-one-half times the hourly rate of pay for each paraprofessional affected. The hourly pay shall be determined by dividing the annual salary by 1110 hours.
- O. The Substance Abuse Coordinator shall receive twenty-two (22) vacation days. In addition to vacation time, the holidays for personnel on a twelve month basis shall be granted.
- P. The School Safety and Security Monitor shall be a ten (10) month position and shall receive all of the benefits accorded the teachers in this Agreement with the exception of sabbatical leave and tuition reimbursement.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

- A. A record of the attendance of all employees under contract shall be kept in the Business Office during each year (July 1 - June 30).
- B. Each employee, when absent from his or her position for any reason whatsoever, shall give immediate notice to his or her immediate supervisor, stating the reason for the absence and its probable duration. Auxiliary Services Teachers will also notify the principal of the Non-Public School from which they will be absent.
- C. Sick Leave

Sick leave is defined as an employee's absence from his post of duty because of his or her disability due to personal illness or injury. Sick leave with full pay is authorized as follows:

1. Twelve (12) days leave in any one school year, except Auxiliary Services Teachers shall receive ten (10) days and the Substance Abuse Coordinator shall receive fourteen (14) days.
2. A full year's allowance shall go into effect July first of each school year.
3. When any employee uses in any school year less than the number of sick days permitted in "1" above, days not used shall be cumulative, to be used for sick leave in subsequent years.
4. No salary deduction or charge against sick leave will be made when an employee is quarantined for the sickness of another person. Each employee shall receive at the close of each school year, an account statement of sick leave situation.
5. When absence for sickness exceeds the annual sick leave allowance and the accumulated sick leave, the Commission may continue to pay such employee each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of a substitute if none is employed, for such length of time as may be determined by the Commission in each individual case.

6. Employees with absences due to illness which shall exceed three (3) consecutive days may be required to provide their immediate supervisor with a note from the attending physician concerning the necessity of the absence.

7. Employees whose sick leave is anticipated for the purposes of surgery or medical treatment shall notify the Superintendent of the need for medical leave as soon as surgery or treatment dates have been scheduled by the attending physician.

8. In the case of serious illness requiring a prolonged absence, it will be necessary to present a note from the attending physician, certifying that the employee is physically capable of resuming his duties.

D. Bereavement Leave

1. Any employee shall be allowed up to five (5) days of absence in the case of death of a member of his or her immediate family, or any person domiciled with the employee. Immediate family shall be understood to include the following: wife, husband, father, mother, child, sister, brother, grandmother, grandfather, grandchild, mother-in-law and father-in-law.

2. Any employee shall be allowed one (1) day of absence to attend the funeral of any relative not specified in subparagraph "1". An additional day of absence may be granted at the discretion of the Superintendent.

E. The Superintendent may grant the following without salary deduction or charge against sick leave:

1. Serious Illness of Family Member

Up to three (3) days absence occasioned by the serious illness of a parent, husband, wife, son, daughter, grandparent, father-in-law, or mother-in-law, or any person domiciled with the employee.

2. Personal Days

Up to two (2) days absence for personal emergency or for personal business that cannot be conducted after the close of the school day. Written notice shall be given in advance or within forty-eight (48) hours after return to duty. Two (2) days shall be granted in this manner without a

specific reason being stated. No personal leave shall be granted for any day immediately prior to or immediately following a holiday or vacation period except where approval is granted by the Superintendent at least forty-eight (48) hours prior to the scheduled leave. Verification will be provided if requested. The Substance Abuse Coordinator shall receive up to two (2) days.

F. Professional Days

Schools are closed for two days as indicated on the yearly calendar and these days are known as Professional Days. Employees are invited to attend the N.J.E.A. Convention at this time, or to visit other schools if visitation is approved in advance by the Superintendent. Teachers may request additional Professional Days. A written request shall be submitted two weeks in advance to the Superintendent.

G. Jury Duty

An employee who is called for jury service shall be excused from work for the days on which he or she serves, and he or she shall receive for each day of jury service on which he or she otherwise would have worked, the difference between his or her prorated salary earnings and the payment he or she received for jury service. Reimbursement will be made for a period not to exceed fifteen (15) working days. The employee will present proof of service and of the amount of pay received therefor.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

The Commission will approve extended leaves of absence without pay under the following circumstances:

A. Military Leave will be granted in accordance with N.J.S.A. 38:24-4 et seq.

B. Maternity Leave Without Pay

1. Maternity leave without pay shall commence on the date requested by the employee. A request for maternity leave shall be made in writing to the Superintendent at least thirty (30) days prior to the intended commencement of the leave. The Commission may, however, remove an employee from her duties during pregnancy if she is unable to produce a certificate from her physician stating that she is medically able to continue her duties. The employee shall produce such a certificate every month after the seventh month.

2. It is the intent of both parties that an employee shall return to her normal duties as soon as she is physically able after termination of her pregnancy. Within thirty (30) days after the termination of the pregnancy, the employee shall notify the Superintendent of her intention to return at the conclusion of her maternity leave or make formal request for Child Rearing Leave.

3. For the period of disability related to her pregnancy and childbirth, an employee may use her accumulated sick leave. The period of disability shall be defined as the period commencing one month before the anticipated delivery date and ending one month after the actual delivery or such other period of actual disability as shall be certified to the Board by a licensed physician.

C. Child Rearing Leave Without Pay

1. In addition to Maternity Leave, upon an employee's request, the Commission shall grant Child Rearing Leave for a term that extends from birth to the end of the employee's contract year.

2. In addition to Maternity Leave, upon a tenured teacher's request, the Commission shall grant Child Rearing Leave for a term that extends from birth to the end of the school

year next following the school year in which the birth occurs. If the birth occurs after February 1, but before June 30, the leave shall be extended for an additional semester. The Commission at its sole discretion may require that this additional Child Rearing Leave extend for a full school year rather than one additional semester. Written request for such an extension shall be made sixty (60) days in advance, except in the case of an emergency. Once the Commission has been notified, should circumstances be altered for the teacher, the teacher may apply for a different return date.

3. In any event if the employee on Child Rearing Leave requests that the leave terminate prior to the end of a school year, she shall notify the Commission at least ninety (90) days prior to the desired termination date and the Commission, at its discretion may allow the termination of the leave at the time requested by the employee, or the Commission may refuse such a request.

4. Any employee on a Child Rearing Leave shall notify the Commission in writing whether or not she intends to resume her position or resign. Said notice shall be required no later than November 1 for an anticipated February 1 return and April 1 for an anticipated September 1 return, except in case of emergency.

5. Any employee who received de facto custody of any infant or child in an adoption proceeding shall receive Child Rearing Leave, which shall commence upon the receipt of custody of the infant. Such leave shall be in accordance with the provisions of "C" above. The leave shall commence and terminate on the days requested by the employee, provided the employee notifies the Superintendent in writing of such days at least sixty (60) days prior to the commencement of the leave, or where this is not possible, as early as is reasonably possible.

6. Nothing contained herein shall require the Commission to grant more than two (2) consecutive leaves for child rearing.

D. Other leaves of absence without pay may be granted by the Commission for good reason.

E. All extensions or renewals of leaves shall be applied for in writing and answered in writing within five (5) days of the Commission meeting following the receipt of the request.

F. One year's leave of absence, without pay, may be granted to a classroom teacher or Auxiliary Services Teacher with five (5) years or more of service with the Commission. Requests with the reasons for such leave must be received by the Superintendent no later than February 1.

1. The decision of the Superintendent shall be given within ten (10) days following the March meeting of the Commission.

2. Requests which have been approved by the Superintendent must be submitted to the Commission no later than the March meeting. Notification of the Commission's decision shall be given in writing within ten (10) days of the meeting at which the request is discussed. Upon request, the Commission shall furnish the classroom teacher or auxiliary services teacher with a written statement of the reasons for disapproving such leave.

3. Such leave may be granted for the following reasons:

- a) Professional development
- b) Family emergency or necessity
- c) Educational travel
- d) Personal reasons

4. Request for additional leaves shall be considered only after five (5) years' additional service.

5. Such leave, except in the case of professional development, shall not count for either seniority in the district nor advancement on the salary scale.

6. Any classroom teacher or auxiliary services teacher on leave pursuant to this paragraph shall notify the Commission in writing whether or not he or she intends to resume his or her position or resign. Said notice shall be required no later than November 1 for an anticipated February 1 return and April 1 for an anticipated September 1 return, except in case of emergency.

G. Sabbatical Leave

1. The Commission may grant sabbatical leaves to classroom teachers and, at the sole discretion of the Commission should monies become available, auxiliary services teachers subject to the following conditions:

a) The teacher must have completed seven (7) or more years of full-time employment with the Commission.

b) A maximum of one member of the professional classroom teaching staff and one auxiliary services teacher will be granted sabbatical leave per year.

c) Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years as an employee of the Commission.

d) A further requirement for eligibility is the filing of a written agreement with the Superintendent stipulating that the applicant for sabbatical leave will remain in the service of the Commission for a period of two (2) years following the expiration of the sabbatical leave.

2. A sabbatical leave may be granted to a classroom teacher by the Commission and at the sole discretion of the Commission should monies become available, auxiliary services teachers, for full-time formal study, travel, or for other reasons of value to the school system. The application must be filed with the Superintendent in writing, no later than January 1, and the Superintendent shall give written notice to the applicant of the acceptance or rejection of his application, with reasons for same, within sixty (60) days after the due date of filing. The following information shall be presented in the application for consideration by the Superintendent and the Commission:

a) Full-Time Formal Study - A program should be outlined which will indicate how it will aid in improving the educational services of the applicant. A minimum of twenty-four (24) credits shall be required to be considered as a full-time program unless, by definition of the institution of higher learning, a structured program of less than twenty-four (24) credits shall be deemed to be "full-time".

b) Travel - A plan, including the proposed itinerary, shall be submitted stating the professional objectives which are sought through such travel.

c) Other Reasons - A plan shall be submitted stating the professional objectives of the opportunities afforded by the leave.

3. Conditions of Leave

- a) Sabbatical leaves shall be for a full school year and shall be paid by the Commission at 50% of the salary rate which would have been received had the classroom teacher remained on active duty.
 - b) Regular monthly deductions will be made from salary payments including teachers' pension fund and other legally required or employee-authorized deductions.
 - c) Anyone on such leave shall be considered as in the employ of the Commission and the time thus spent shall count as regular service toward retirement, seniority and consideration of salary.
 - d) Classroom teachers on such leave may not associate for monetary compensation on a full-time basis with any person, persons or organizations during the school year unless approved by the Commission.
 - e) If there are qualified applicants, a maximum of one sabbatical leave shall be granted each year for classroom teachers and an additional one for auxiliary services teachers should monies, at the discretion of the Commission, be available.
 - f) During the sabbatical, a teacher must report once each semester to the Superintendent describing in writing the progress he/she has made fulfilling the purpose of the leave. In addition, he/she shall submit official transcripts, when applicable, as soon as they are available.
- H. A leave of absence without pay of up to one (1) year may in the discretion of the Superintendent be granted to any employee for the purpose of caring for a seriously ill parent, husband, wife, son, daughter, grandparent, father-in-law, mother-in-law or any person domiciled with the employee. Additional leave may be granted in the further discretion of the Superintendent. This leave shall not require a minimum service period with the Commission. This leave may be requested at any time during the school year and if granted, commencement of the leave shall be subject to the efforts of the Commission to obtain a substitute.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

Parties agree to comply with the U.S. Constitution, the New Jersey Constitution and all applicable laws pertaining to discrimination.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 and effect.

C. Compliance between Individual Contract and Master Agreement

Any individual contract between the Commission and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the written rules, regulations and/or policies of the Commission in force on said date, shall continue to be so applicable during the term of this Agreement.

E. Printing Agreement

Copies of this Agreement will be prepared and distributed to the employees within thirty (30) days of ratification. The Commission assumes the cost of preparation and distribution of the Agreement.

ARTICLE IX

HEALTH INSURANCE

- A. Blue Cross, Blue Shield and Major Medical insurance and Rider "J" will be provided for all employees and their dependents, if requested. The Commission shall advise employees of coverage upon employment.
- B. Dental insurance through New Jersey Dental Service Plan shall be provided for employees. Coverage shall be Program I as set forth in the Dental Service Proposal dated April 6, 1983. No two-party or three-party coverage or orthodontic coverage shall be provided during the duration of this Agreement.
- C. If any other employee group receives improved health coverage, said coverage shall be granted automatically to all employees covered under this contract.
- D. The Commission shall have the right to change insurance carriers for health and/or dental coverage at any time with sixty (60) days prior notice to the employees so long as the coverage and related services obtained from the new carrier shall be equivalent or better than currently provided by the Commission.

ARTICLE X

EVALUATION PROCEDURE

- A. Observations and evaluations of employees shall be conducted in accordance with State Law and Regulation and existing policy.
- B. Employees shall have the right to file written responses to all observations and evaluation reports. Employees shall have ten (10) school days to file such responses.
- C. No employee shall be required to sign a blank or incomplete form. A signature shall not constitute agreement with the contents of the report but shall constitute acknowledgment that the employee has seen the report.
- D. Professional improvement plans for teachers shall be agreed to by the teacher and the supervisor. No teacher shall be required to sign or agree to such plan if the plan is not acceptable to the teacher. In the event that there is a disagreement over the professional improvement plan, the teacher shall sign the evaluation report immediately and sign the plan when agreement has been reached.
- E. Each paraprofessional shall be evaluated annually. The evaluation shall take place no later than two (2) calendar months before the end of the school year.
- F. Each employee shall receive a written copy of the evaluation within seven (7) school days of the observation.

ARTICLE XI

SALARY DEDUCTIONS

- A. The Commission agrees to deduct from employees' salaries money for local, state and national associations, services and programs as said employees individually and voluntarily in writing authorize the Commission to deduct and transmit the moneys promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Commission and the appropriate association.

- B. The Commission agrees to deduct from employees' salaries premiums for the Washington National Insurance Company policies as said employees individually and voluntarily authorize the deductions and to transmit the moneys promptly to the company. Any employees may have such deductions

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ARTICLE XI

SALARY DEDUCTIONS

- A. The Commission agrees to deduct from employees' salaries money for local, state and national associations, services and programs as said employees individually and voluntarily in writing authorize the Commission to deduct and transmit the moneys promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Commission and the appropriate association.
- B. The Commission agrees to deduct from employees' salaries premiums for the Washington National Insurance Company policies as said employees individually and voluntarily authorize the deductions and to transmit the moneys promptly to the company. Any employees may have such deductions discontinued upon sixty (60) days written notice to the Commission.
- C. The Commission agrees to deduct from employees' salaries money to be deposited in their accounts in the Union County Teachers Federal Credit Union as said teachers individually and voluntarily authorize the Commission to deduct and transmit the moneys promptly to the Credit Union. Any employee may have such deductions discontinued upon sixty (60) days written notice to the Commission.
- D. The Commission agrees to deduct from employees' salaries money to be deposited into a Tax Shelter Annuity as said employee individually and voluntarily authorizes. The Commission is to deduct and transmit the moneys promptly and directly to the Tax Shelter Annuity. Any employee may have such deductions discontinued upon sixty (60) days written notice to the Commission. It is understood that the number of annuities to be available under this paragraph shall be limited to three (3) as selected by the Association and approved by the Commission.

ARTICLE XII

DESIGNATION OF RESPONSIBILITIES

- A. No employee shall be required to distribute or administer medication in any form.
- B. In the absence of a teacher and if no certified paraprofessional is present pursuant to Article V, Paragraph L. A certificated replacement for the teacher is to be provided by the Commission in any situation where students are present.

ARTICLE XIII

LIAISON COMMITTEE

- A. An employee/administration liaison committee shall be established for each Commission location/program consisting of representatives of the employees for the particular location/program, the building Principal and the Supervisor of Instruction (if one exists for the particular location/program). The committee members shall be selected by the employees in each location/program. The purpose of the committee is to review and discuss school problems and to make recommendations for the revision or development of school/program practices. The committee shall meet at the call of either the Director or the committee at a mutually agreeable time which will not interfere with classes or after school work with students. Meetings shall be scheduled as needed and shall be preceded by a written description of the purpose for same, at least one week prior to the scheduled meeting, in order that an agenda can be prepared.
- B. The Association's representatives may meet with the Superintendent periodically during the school year to discuss current school problems and practices and the administration of this Agreement.

ARTICLE XIV

CLASSROOM FURNISHINGS

- A. The Commission shall provide each classroom teacher with a desk, a chair, a lockable closet and, if requested, a file cabinet.
- B. The Auxiliary Services Teachers will be provided with a suitable work station.
- C. The Commission shall provide each paraprofessional with a lockable unit for personal possessions. Each paraprofessional shall be responsible for providing his or her own lock.

ARTICLE XV

EMPLOYEE FACILITIES

- A. The Commission agrees to maintain a Faculty Room in all locations where space exists. These rooms shall be reserved for the exclusive use of staff members.

ARTICLE XVI

PROFESSIONAL DEVELOPMENT

- A. Classroom teachers who successfully complete course for graduate credit shall be reimbursed by the Commission for tuition expenses at the rate of sixty (60) percent per credit cost, provided the course taken has the prior approval of the Superintendent and is within the classroom teacher's area of specialization, or will provide benefit to the Commission, or if the classroom teacher is in a matriculated program.
- B. Classroom teachers in non-matriculating programs will submit courses prior to registration. In matriculated courses, classroom teachers will notify the Superintendent immediately following registration.
- C. No classroom teacher shall be permitted to receive reimbursement for more than fifteen (15) credits in any one year.
- D. Reimbursement for successful completion of courses shall be made within thirty (30) days following submission of an official transcript.
- E. Classroom teachers may request reimbursement for registration fees and travel expenses for conventions, conferences, workshops, or institutes which have been approved in advance by the Superintendent.

ARTICLE XVII

REIMBURSEMENT FOR EMPLOYEES

A. MILEAGE

Employees who are assigned to more than one instructional site during a work day and shall use their own vehicle for transportation to said site shall receive reimbursement at the then current I.R.S. rate for business mileage. Said reimbursement shall be made by the Commission to the employee in conjunction with the monthly list of bills and upon submission of a voucher to the Commission.

B. PERSONAL PROPERTY DAMAGE

The Commission shall reimburse employees for the cost of any clothing or any personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his or her duties within the scope of his or her employment. For the purposes of this paragraph, it is understood that personal property shall not include the employee's car, nor shall it include currency or credit cards removed from an employee's wallet or pocketbooks.

ARTICLE XVIII

UNUSED SICK LEAVE

- A. Upon resignation or termination of an employee, except for instances of cause, the employee will be given a lump sum payment for unused sick days subject to the following limitations:
1. For teachers the sum of \$30.00 per day shall be paid for the first one hundred (100) days accumulated; \$35.00 per day for the next seventy-five (75) days accumulated. For paraprofessionals, the sum of \$15.00 per day shall be paid for the first one hundred (100) days accumulated; \$17.50 per day for the next seventy five (75) days accumulated. No payment will be made for any days accumulated beyond the initial one hundred seventy-five (175) days.
 2. No payment shall be made pursuant to subparagraph "1" unless the employee shall have completed a minimum of ten (10) years of service with the Commission.
 3. Unrestricted accumulation of unused sick days shall commence July 1, 1981. Accumulation of unused sick days resulting from prior service shall be limited to five (5) unused sick days per year of service.
 4. The estate of any employee who dies while in the employ of the Commission also shall be eligible to receive the above compensation.

ARTICLE XIX

SALARY PROVISIONS

A. Salaries

1. Classroom Teacher Salaries

Salary for classroom teachers shall be increased by 8.75% for the School Year 1990-91 over the 1989-90 cost base and distributed in accordance with salary guides attached hereto. Salaries for the 1991-92 school year shall be increased by 8.85% over the preceeding year's cost base and distributed in accordance with salary guides attached hereto. Salaries for the 1992-93 school year shall be increased by 8.95% over the preceeding year's cost base and distributed in accordance with salary guides attached hereto.

2. Auxiliary Teacher Services

Salary for the auxiliary teachers shall be increased by 8% for the school year 1990-91 over the 1989-90 cost base and distributed in accordance with salary guides attached hereto. Salary for the 1991-92 school year shall be increased by 8% over the preceeding year's cost base and distributed in accordance with salary guides attached hereto. Salary for the 1992-93 school year shall be increased by 8% over the preceeding year's cost base and distributed in accordance with salary guides attached hereto.

3. Paraprofessional Salaries

Salary for the paraprofessionals shall be increased by 12% for the school year 1990-91 over the 1989-90 cost base and distributed in accordance with salary guides attached hereto. Salaries for the 1991-92 and 1992-93 school years shall be increased by 12% over the preceeding year's cost base and distributed in accordance with salary guides attached hereto.

4. Summer Instructors

Teachers employed by the Commission for summer instruction shall receive \$18.00 per hour for the 1990-91 School Year; \$20.00 per hour for the 1991-92 School Year and \$22.00 per hour for the 1992-93 School Year.

- B. The Auxiliary Services Teacher assigned to be in charge of the Instructional Materials Center shall receive an additional \$2,000.00 compensation for said additional responsibility.
- C. Auxiliary Services Teachers who serve as van drivers shall receive an additional \$2,000.00 for said responsibility.
- D. Salary Adjustments for additional degrees and/or credits shall go into effect on September 1 for degrees and/or credits verified prior to the September Commission meeting and on March 1 for degrees and/or credits verified prior to the March meeting of the Commission.
- E. Each Paraprofessional shall be placed on the appropriate step and level of the salary guide according to the number of years experience in the district. In the event any employee is employed by the Commission and assumes duties after February 1 of the school year, that employee shall remain on the same step of the salary guide throughout the entire subsequent school year and shall receive no credit for the partial year's service insofar as level of salary shall be concerned.
- F. Employees shall be paid their annual salary in twenty (20) equal installments on the fifteenth and last day of each month. When the fifteenth or last day of each month falls on a day which employees are not required to work, employees shall receive their paychecks on the last previous working day. Twelve month employees shall be paid as set forth above but in twenty-four (24) equal installments.
- G. Upon return from an approved leave of absence, an employee shall be placed on the salary guide at the level he/she would have achieved if he/she had not been absent, except in the case of extended leaves granted in excess of 91 days or more in any one year in which case there will be no advancement on the salary guide.
- H. Ten month employees may elect to participate in a summer payment plan designed in accordance with 18A:29-3. Employees electing such option will be paid from the summer savings plan in four equal installments on the fifteenth and last days of the months of July and August based on their total contribution of 10% of their gross semi-monthly salary from September 1 through June 30. Checks will be mailed to the employee's current address.

Any employee electing to participate in the summer payment plan must submit a summer payment plan agreement to the Commission's business office upon employment or prior to September 1 of the year in which they desire enrollment to be initiated.

Employees desiring to withdraw from the summer payment plan must notify the Commission's Business Office, in writing, prior to August 31, preceding the first payroll period when the first deduction would otherwise be made. Employees may not withdraw from the summer payment plan until the end of any school year.

ARTICLE XX

ASSOCIATION RIGHTS AND PRIVILEGES

A. Public Information

The Commission agrees to furnish the Association in response to reasonable requests from time to time all available public information, as well as the names and building assignments of unit members.

B. Release Time for Meeting

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference or meetings, he or she shall suffer no loss in pay or benefits.

C. Use of School Buildings

The Association and its representatives may have the right to use school buildings at all reasonable hours for meetings. Permission of the Director shall be required. Such permission shall not be withheld unreasonably.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. Permission of the Building Principal/Director shall be required. Such permission shall not be withheld unreasonably.

F. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the extent permissible under applicable statute.

G. Association Announcements at Meetings

An association representative shall have the right to make announcements pertaining to association business at the conclusion of meetings called by the Commission or its agents. The association shall give prior notification of its intent to make such announcements to the administrator conducting the meeting.

ARTICLE XXI

REPRESENTATION FEE

A. Representation Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

B. Procedure

1. Notification

Prior to November 1 of each year, the Association will submit to the Commission a list of those employees who have neither become members of the Association for the current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Commission will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount to be deducted to the Association.

2. Payroll Deduction Schedule

The Commission will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

(a) 10 days after receipt of the aforesaid list by Commission.

(b) 30 days after the employee begins his or her employment in a bargaining unit position.

3. Termination

If an employee who is required to pay a representation fee terminates his or her employment with the Commission before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Commission will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fee and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Commission in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Commission receives said notice.

ARTICLE XXII

SEVERANCE

- A. In the first year of employment a paraprofessional may be discharged without recourse to the Grievance or Arbitration procedure, with or without cause. After the first year of employment which is considered a probationary period, the Commission will not arbitrarily or capriciously dismiss, reduce in rank or withhold an increment of a paraprofessional.

- B. Other factors being relatively equal, such as performance, attendance and management skills in dealing with a particular degree of severity of handicapped students, layoffs shall be by seniority. If seniority is equal, the factors shall be decisive.

ARTICLE XXIII

TRANSFERS

A. Inter-Building/Program - Voluntary Transfers

1. On or after May 15th of each school year, the association may request and the Superintendent shall deliver a list of all known vacancies which shall occur during the following year.

2. Teachers who desire a change in position, program, or who desire a transfer to another school building may file a written statement with the Superintendent not later than April 1. Such statement shall include the program, position, and/or school to which the teacher desires to be assigned and shall state the reasons for requesting the transfer as well as their qualifications.

3. As soon as practicable the Superintendent shall notify the applicants and send notice to the association of all teachers who have been transferred or reassigned.

B. Inter-Building/Program - Involuntary Transfers

1. Involuntary transfers may be required because of organizational and/or student need. Notice of involuntary transfer or reassignment shall be given to the teach as soon as practicable.

2. In the case of an involuntary transfer, the Superintendent shall meet with the involved teacher and shall inform him/her of the transfer and of available positions to which he/she may be transferred or reassigned and shall give consideration to his/her choice among them.

3. Prior to any involuntary transfer which occurs during the school year, the Commission shall seek volunteers. It is understood that the Commission retains the right by statute to select the individual it believes is best suited for any available position.

4. Any teacher who is involuntarily transferred after the start of the school year shall be provided with release time to move belongings and prepare for the new assignment.

C. Intra-Building Reassignments

1. Initial assignment for any school year within a program or school which falls within an individual's area of certification is at the discretion of the Commission

ARTICLE XXIV

DURATION OF AGREEMENT

- A. This agreement shall remain in effect from July 1, 1990 until June 30, 1993.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries:

For the ASSOCIATION

For the COMMISSION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

Date: _____

Date: _____

PARA-PROFESSIONAL AIDES

<u>Step</u>	<u>1990 - 1991</u>	<u>1992 - 1992</u>	<u>1992 - 1993</u>
1	8,285.	9,135.	9,985.
2	8,550.	9,325.	10,235.
3	8,775.	9,575.	10,485.
4	9,030.	9,860.	10,725.
5	9,320.	10,110.	11,045.
6	9,650.	10,425.	11,325.
7	9,975.	10,760.	11,680.
8	10,465.	11,160.	12,060.
9	10,975.	11,675.	12,500.
A	11,625.	12,345.	13,075.
B	12,275.	13,040.	13,825.
C	13,090.	13,800.	14,600.
D		14,600.	15,450.
E			16,350.

AUXILIARY TEACHERS

<u>Step</u>	<u>1990 - 1991</u>	<u>1991 - 1992</u>	<u>1992 - 1993</u>
1	23,235.	24,535.	26,070.
2	23,435.	24,735.	26,290.
3	23,635.	24,960.	26,530.
4	23,935.	25,235.	26,855.
5	24,235.	25,560.	27,180.
6	24,635.	25,960.	27,610.
7	25,035.	26,560.	28,110.
8	25,435.	27,160.	28,710.
9	25,935.	27,760.	29,335.
10	26,435.	28,360.	29,985.
11		28,960.	30,735.
12			31,335.

SUBSTANCE ABUSE COORDINATOR

<u>1989 - 1990</u>	<u>1990 - 1991</u>	<u>1991 - 1992</u>	<u>1992 - 1993</u>
39,289.	42,727.	46,508.	50,671.

SCHOOL SAFETY AND SECURITY MONITOR

<u>1990 - 1991</u>	<u>1991 - 1992</u>	<u>1992 - 1993</u>
16,500.	17,905.	19,510.

CLASSROOM TEACHERS

Step	<u>1990 - 91 Salary Guide</u>			<u>1991 - 92 Salary Guide</u>			<u>1992 - 93 Salary Guide</u>		
	BA	MA	MA+30	BA	MA	MA+30	BA	MA	MA+30
1	26,725.	28,780.	30,630.	28,775.	30,990.	32,990.	31,025.	33,490.	35,550.
2	27,069.	29,105.	31,141.	29,090.	31,327.	33,341.	31,350.	33,764.	35,943.
3	27,286.	29,322.	31,358.	29,465.	31,681.	33,897.	31,694.	34,131.	36,325.
4	27,525.	29,562.	31,597.	29,701.	31,917.	34,133.	32,102.	34,516.	36,930.
5	27,662.	29,690.	31,716.	29,961.	32,178.	34,394.	32,360.	34,774.	37,188.
6	29,254.	31,282.	33,310.	30,110.	32,317.	34,523.	32,642.	35,058.	37,472.
7	30,816.	32,843.	34,869.	31,843.	34,050.	36,258.	32,805.	35,210.	37,612.
8	32,553.	34,578.	36,604.	33,544.	35,749.	37,954.	34,693.	37,098.	39,503.
9	34,005.	36,022.	38,040.	35,434.	37,638.	39,844.	36,546.	38,949.	41,351.
10	35,425.	37,425.	39,425.	37,014.	39,210.	41,406.	38,606.	41,007.	43,410.
11	36,896.	38,891.	40,885.	38,560.	40,737.	42,914.	40,327.	42,720.	45,112.
A	38,201.	40,173.	42,147.	40,161.	42,333.	44,503.	42,012.	44,383.	46,755.
B	39,770.	41,723.	43,677.	41,581.	43,729.	45,877.	43,755.	46,122.	48,486.
C	41,906.	43,855.	45,804.	43,290.	45,416.	47,543.	45,303.	47,642.	49,983.
D	44,624.	46,565.	48,505.	45,614.	47,736.	49,858.	47,164.	49,480.	51,798.
E				48,574.	50,686.	52,797.	49,697.	52,008.	54,320.
F							52,921.	55,222.	57,523.