

COLLECTIVE BARGAINING AGREEMENT

**BETWEEN THE
ANACONDA SCHOOL
DISTRICT #10**

**AND THE
ANACONDA TEACHERS'
UNION
LOCAL #502**

**for
SEPTEMBER 1, 2019
to
AUGUST 31, 2020**

**ANACONDA-DEER LODGE SCHOOL DISTRICT #10
BOARD OF TRUSTEES
2019-2020**

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Gayle Venturelli, Vice Chair
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LOCAL 502, MFPE, AFT, NEA, AFL-CIO
2019-2020**

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NEGOTIATING COMMITTEE
2019-2020**

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GENERAL AGREEMENT	3
ARTICLE I - JURISDICTION AND NEGOTIATIONS.....	3
ARTICLE II - SAVING CLAUSE.....	4
ARTICLE III - MEMBERSHIP AND PAYROLL DEDUCTIONS.....	4
ARTICLE IV - SALARIES.....	5
A. KEY TO SALARY SCHEDULE	5
B. SUPPLEMENT TO SALARY SCHEDULE.....	5
C. PUPIL INSTRUCTION RELATED (PIR) DAYS	7
D. ADMINISTRATION OF SALARY SCHEDULE	8
ARTICLE V - AGREEMENT ON WORKING CONDITIONS.....	10
A. DAYS TAUGHT	10
B. SCHOOL DAY.....	10
C. DEATH BENEFITS	10
D. INSURANCE BENEFITS	11
THE COMMITTEE WILL DETERMINE THE TIME AND FREQUENCY OF THE MEETINGS.	12
E. RELIEF TO ELEMENTARY TEACHERS.....	12
F. WORK DAY.....	12
G. INDIVIDUAL CONTRACT.....	13
H. CURRICULUM COMMITTEE	14
I. TRAVEL EXPENSES	14
J. TEACHING ASSIGNMENT	15
K. EVALUATION	15
M. PERSONNEL FILES	17
N. RETIREMENT BENEFITS.....	17
O. JOB SHARING, PART-TIME, AND WORKING RETIREES	18
P. NATIONAL BOARD CERTIFICATION	19
ARTICLE VI- LEAVE PROVISIONS.....	19
A. SICK LEAVE.....	19
B. PERSONAL LEAVE.....	20
1. <i>Funeral Leave:</i>	20
2. <i>Court Leave:</i>	20
3. <i>Discretionary Leave:</i>	21
4. <i>Legislative Leave:</i>	21
5. <i>Emergency Leave:</i>	21
C. PROFESSIONAL LEAVE	21
D. FEDERATION LEAVE	22
E. LEGISLATIVE LEAVE/STATE BOARD LEAVE.....	22
E. SABBATICAL LEAVE.....	22
F. LIMITATIONS	23
G. LEAVE OF ABSENCE.....	23
ARTICLE VII - SENIORITY, TRANSFERS AND LAYOFF.....	24
A. SENIORITY	24
B. QUALIFICATIONS	25
C. TRANSFERS.....	25
D. LAYOFF.....	26
ARTICLE VIII - GRIEVANCE PROCEDURE AND ARBITRATION.....	26

A. A GRIEVANCE SHALL MEAN A COMPLAINT BY AN EMPLOYEE THAT:.....	26
B. AS USED IN THIS ARTICLE, THE TERM “EMPLOYEE” SHALL MEAN:	26
C. PROCEDURE:.....	27
<i>Step 1:</i>	27
<i>Step 2:</i>	27
<i>Step 3:</i>	27
<i>Step 4:</i>	27
D. MISCELLANEOUS PROVISIONS.....	29
ARTICLE IX - TEACHER PROTECTION.....	29
ARTICLE X - EMPLOYER’S RIGHTS	30
ARTICLE XI - FAIR PRACTICES.....	30
A. AGREEMENT DATE.....	30
B. DISCRIMINATION	31
ARTICLE XII - DURATION OF AGREEMENT	32

GENERAL AGREEMENT

Anaconda Teachers Union, affiliated with the MFPE, American Federation of Teachers, National Education Association, AFL-CIO, through the authorized agent, Anaconda Teachers' Union Local 502, hereinafter referred to as UNION, party of the first part, and the undersigned party, Board of Trustees of Independent School District No.10 of Anaconda-Deer Lodge County, and Anaconda-Deer Lodge County Special High School District, hereinafter referred to as EMPLOYER, party of the second part.

Now, therefore, in consideration of the covenants hereinafter mentioned to be kept, done, and performed, by the respective parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I - JURISDICTION AND NEGOTIATIONS

- A. The Employer recognizes the Anaconda Teachers' Union, Local 502, as the sole Collective Bargaining Agent for all employees coming under its jurisdiction.
- B. The Union recognizes the Employer, Board of Trustees of Independent School District No. 10 of Anaconda-Deer Lodge County, and Anaconda-Deer Lodge County Special High School District, as the sole and exclusive bargaining agent for its members concerned with this agreement.
- C. **Labor Management Committee**
The Employer and the Union agree to establish a Labor Management Committee. The purpose of the committee is to discuss, explore and study problems referred to it by the parties to this agreement. The committee shall have no authority to change, delete or modify any of the terms of the existing Agreement, or to settle grievances arising under the Agreement. The committee will meet as needed, but not more than eight (8) times per year. The committee will establish ground rules at its first meeting. The Labor Management Committee shall create a calendar to be submitted to the Board of Trustees for final approval, each school year by March 15th.
- D. The Trustees and the Union agree to notify each other pursuant to Article XII of this agreement in the event either party wishes to open any or all parts of this collective bargaining agreement. Negotiations shall begin no later than the first Monday in March, at which time the party/parties will identify those Articles and Sections that the party/parties plan to negotiate.

ARTICLE II - SAVING CLAUSE

In the event any part of this Agreement is determined or declared illegal by a court of competent jurisdiction, only such provision shall be null and void; and the parties shall, upon request by either party meet within thirty calendar days and negotiate a substitute provision.

ARTICLE III - MEMBERSHIP AND PAYROLL DEDUCTIONS

- A. The Employer shall deduct from the salary of each teacher, who shall authorize the same in writing upon the form below which shall be a part of the employment contract of each and every teacher, a sum determined by the Union and submitted to the Employer in writing.
- B. The Union may require of each nonmember the payment of a representation fee.
- C. The following language shall be appended to and become and be made part of each and every employment contract of each and every teacher of School District No. 10, Anaconda-Deer Lodge County, Montana, to wit:

BOARD OF TRUSTEES DISTRICT NO. 10, ANACONDA-DEER LODGE COUNTY ANACONDA, MONTANA

Gentlepersons:

I, the undersigned, a teacher employed by the Board of Trustees, School District No.10, Anaconda-Deer Lodge County, Montana, assign to the Anaconda Teachers Union, Local No. 502, MFPE, AFT, NEA, from compensation payable to me, a sum to be determined yearly by the ATU and authorize and direct said Board to deduct such sum from compensation hereafter earned by me, all in accordance with the Master Agreement between the Employer and the Union in force at the time of the deduction.

Dated this _____ day of _____, 20____.

Signature of Teacher

Signature of Witness

Address of Teacher

Address of Witness

D. Hold Harmless

The Union will indemnify, defend and save the Employer and the District harmless against any and all claims, demands, or suits made or initiated against the District or the Employer including judgments, court costs, attorney's fees and other costs in defense thereof, resulting from any application of this Article.

ARTICLE IV - SALARIES

A. Key to Salary Schedule

1. The salary schedules have been adopted by agreement between the Anaconda Teachers' Union, Local No. 502, and the Board of Trustees of School District No. 10.
2. These schedules apply to the entire teaching staff, which includes all contracted employees who are certified in class 1, 2, 3 or 5 as provided in Section 20-4-106, MCA (1979), nurses, coaches, social workers, speech and occupational therapists, and psychologists.
3. Each teacher shall have the option to receive one twelfth (1/12) or one tenth (1/10) of his/her annual salary on or before the 25th of each appropriate month. Teachers desiring the one tenth (1/10) option shall notify the Clerk in writing by the 15th of September for the ensuing school year. Exception: December payday shall be the last day prior to Christmas break.
4. In addition to the "normal insurance premium" the District agrees to pay the out of pocket health insurance costs for September for teachers newly hired for their first contract with the District.

B. Supplement to Salary Schedule

1. The Anaconda Teachers' Union and Board of Trustees of the School District have agreed to the following salary schedule to be paid in addition to salary determined by training and experience. The Employer shall determine whether or not to fill supplementary positions. In the event a supplementary position is not filled, the position shall be re-advertised when the need arises.
2. The salary for the following shall be:

CATEGORY I

12% of Base

Girls' Basketball, Boys' Basketball, Football, Volleyball, Wrestling, Softball, Band Director, Boys' & Girls' Track, Concession Manager, Cheerleader Advisor, Tennis

CATEGORY II	8.5% of Base
Golf, Cross Country, Chorus and/or Orchestra, Speech & Debate Coach	
CATEGORY III	7% of Base
Assistants, Building System Operator	
CATEGORY IV	5.5% of Base
Coaches for Grades 6-8*, Activities Coordinator	
CATEGORY V	BA+3 (Entry Level) .54% per day

Supplemental work days: Employees required to work after the close of school and/or prior to the start of school

*Grandfather – Any Teacher that is currently coaching an activity for grades 6-8 (i.e. coached during the 2015-16 school year) shall be grandfathered at level III. The teacher shall continue to be grandfathered as long as they continue to coach that activity.

3. Teachers working at athletic performances of a commercial nature shall be paid in addition to salary as follows:
 - a. Wrestling: Timers \$35.00
 - b. Basketball: Timers, scorers \$45.00 for the entire session of the junior varsity and varsity games.
 - c. Football:
 1. Timers, scorers and announcers for varsity contests \$35.00 per game.
 2. Attendants at varsity games shall be paid \$35.00 per game.
 3. Timers, scorers and attendants shall be paid \$35.00 per junior varsity game.
 - d. When teachers do volleyball timing and/or scoring, they will be paid \$35.00
 - e. Volunteers from the private sector may work these positions at the discretion of the Board.
4. All employees covered by this Agreement and teachers retired from the Anaconda School District shall be given free passes into all school sponsored activities.

C. Pupil Instruction Related (PIR) Days

(Montana Code and Administrative rules are the ultimate governing factor on this issue. The language below is thought by the parties to work within the requirements of the law/rules).

1. Seven (7) Pupil Instruction Related (PIR) Days shall be scheduled as follows:

DAYS	PURPOSE
3	Staff Development Days/Planning Days
2	MFPE Educators' Conference*
1	Parent Teacher Conference
1	Grades, Records, and Reports
7	Total Number of Days

*Teachers may attend alternative training that has been approved by the PIR committee (email approval from the committee is sufficient). Proof of successful completion of the alternate training must be submitted to District payroll on or before May 15th of the school year of the substitution. Failure to complete alternative training by May 15th will result in a loss of wages for those 2 days.

2. One hour of the PIR day for the pre-school conference shall be allowed for orientation of union members.
3. Coaches may practice at the regular daily time on PIR Days (Pupil Instruction Related Days) should there be a MHSA sponsored activity on the same weekend.
4. One Additional Parent Teacher conference may be substituted from the staff development/planning day and scheduled annually as determined by the LMC. During the week of the conference or at a time mutually acceptable to ATU and the affected District staff shall have a Friday off. The District may also offer an additional PIR day if they use time already built into the calendar that is above and beyond the requirements set forth by the accreditation standards (for example this year the District has 12 extra contact hours built into the calendar. Eight of those hours may be used for an additional PIR day). To be discussed by the LMC.

D. Administration of Salary Schedule

1. The Employer shall evaluate the credits and experience of all the teachers for placement on the salary schedule. The Employer will adhere strictly to the following rules when placing teachers on the salary schedule.
 - a. When a teacher shall have filed in the Office of the Superintendent before the end of the first school week in September, an official transcript from an accepted college or university indicating graduation with a Bachelor's Degree, such a teacher shall be classified in the B.A. column of the salary schedule. Only credits earned after the granting of a Bachelor's Degree shall be used for advancements.
 - b. For each unit of 10 semester credits of undergraduate work or each unit of 6 semester credits of graduate work in addition to the Bachelor's Degree, the teacher shall move one column, until placement in the vertical column designated BA+3. An official transcript of credits from an accredited college or university indicating graduation with a Master's Degree shall be required for placement in the vertical column designated MA. Accredited means a college or university program accepted by the Office of Public Instruction per the Administrative Rules of Montana.
 - b. For each additional 10 semester credits of graduate work in excess of those required for the Master's Degree a teacher shall be placed in the vertical column MA+1, MA+2, or MA+3. These credits must be earned after the granting of the Master's Degree. For those MAs that require more than 40 credits, the teacher can use the additional credits over 40 to move horizontally after successful completion of their MA degree.
 - d. To move horizontally on the pay matrix all teachers must notify the Superintendent's Office in writing of their intended move when they return their contract for the upcoming year in order to advance horizontally for the coming school year.
2. The salary of a teacher entering the system shall be set temporarily until the Employer can evaluate/confirm his/her credentials. Whenever a

teacher receives a contract, he/she must understand that his/her salary shall be subject to these rules.

5. The Union will receive notice of placement from the Employer within three (3) days of the Employer's placement decision. The Union has the right to review of the documentation and credentials used to establish placement. Any dispute between the Employer and the Union over placement is subject to the grievance procedure.
6. In order to receive his/her salary a teacher must file an official transcript of credits earned prior to the opening of school in the Office of the Superintendent of Schools, District No. 10 before the end of the first week in September. If a teacher cannot file an official transcript by this time, he/she must provide documented evidence that he/she has applied for the transcript.
7. Whenever the Clerk removes transcripts from the file of the Superintendent's Office, he/she will place a receipt for the same in the file.
8. Teachers entering the employment of School District No. 10 shall be given credit for each year of experience, not to exceed a maximum of five (5) years in order to determine placement on the salary schedule.
9. The term "school year" or "year" in this Agreement shall mean the period of time from the first day of opening of school in the fall, through the closing of the schools in the spring, as established by the official school calendar. A year's experience shall be interpreted to mean not less than one hundred thirty-five (135) days of teaching under contract in a school year unless otherwise stated in this contract.
10. For each year of experience in the Anaconda Public Schools, the teacher will advance vertically one column on the schedule until he/she has reached the maximum which the scales provide.
11. Leave of absence shall not count as years taught nor shall it be considered as broken service.
12. Any leave of absence granted by the Board of Trustees for further study shall be counted as experience in placement on the salary schedule.
13. Speech Therapists and Psychologists shall receive full credit for prior experience and education with a minimum initial placement of MA.

Speech Therapists and Psychologists shall also receive a one-time retention bonus of \$5,000 after they successfully completed five years with the District.

14. During hiring the district may place Speech Therapists, Psychologists, Occupational Therapists and Nurses (with a BA) in the appropriate lane matching their level of education up to step 11 regardless of experience or previous time with the District. Individuals placed on a step beyond their experience shall remain at that step until such time they have gained enough experience to move.

ARTICLE V - AGREEMENT ON WORKING CONDITIONS

A. Days Taught

The teacher schedule shall be for a period of one hundred eighty (180) days, plus seven (7) pupil instruction related days.

B. School Day

1. The teaching day shall be 8:00 a.m. to 3:30 p.m., except on the last teaching day of the week when it will be from 8:00 a.m. to 2:22 p.m.
2. Duty free lunch period: Each teacher shall be allowed a duty free lunch period of at least forty (40).
3. Co-curricular activities: Co-curricular activities are those under the direct sponsorship of School District No. 10. School District No. 10 shall be held harmless for other than Board of Trustees authorized events.
4. Supervision of co-curricular activities shall be provided by the teachers on a voluntary basis. By the end of September where possible, building principals shall present to their faculty those school events in which the building administrator shall request volunteer teacher participation.

C. Death Benefits

1. It is expressly understood and agreed by and between the parties of this contract that said Board of Trustees of the School District will in the event of death, pay to the designated beneficiary, the amount of salary earned by the deceased teacher. The death certificate must be signed and clipped to the contract filed in the Superintendent's office. It is the

teacher's responsibility to ensure an updated beneficiary form is on file in the Clerk's office.

2. In the event that the deceased teacher's health insurance coverage included other individuals, they will be eligible to continue to receive health insurance coverage under the group policy. It is further understood that the district will continue to pay the same amount toward the insurance premium that they paid on behalf of the teacher for an additional six (6) months or the remainder of the fiscal year whichever is greater.

D. Insurance Benefits

1. For the 2019 - 2020 school year the Employer shall contribute \$845 per month towards the health insurance premium for group hospitalization, medical, dental, optical and health insurance for each member of the bargaining unit and each enrolled retiree who retired as a teacher per month. In no case shall the School District's total contribution to the Teachers' Insurance Fund exceed the total premiums of the participating teachers and retirees.

The Union shall, in writing, inform the Employer of the distribution of the Teachers' Insurance Fund dollars and the amount of dollars to be deducted from the respective teachers' pay check.

The Union is solely and unequivocally responsible for the operation and/or application of the insurance plan or policy and the operation, application and/or distribution of the Teachers' Insurance Fund dollars including any judgments, court costs, attorney fees, or interest which results from the Employer's compliance with this provision.

The Employer's only financial obligation hereunder is to pay over to the insurance carrier the appropriate premium contributions and withholdings. The Employer is not the insurance provider and shall not be liable for any claim or for non- payment of a claim or failure to provide coverage.

Employees who have a spouse also working for the District may combine the premium amount listed above with the premium amount paid to the spouse to purchase health insurance (excluding dental and vision). The plan available for purchase is the least expensive plan available between the two spouses. For example, if employees wishes to purchase a family

plan and one spouse has a family plan at \$1,200 and the spouse's plan is \$1,000 the plan available to purchase would be the \$1000 plan. Any dollar amount left over after paying the premium would revert to the District.

2. The Employer shall pay a rate of fifteen dollars (\$15.00) for group life, accidental death, and disability insurance for each enrollee per month.
3. Every year the ATU will notify the District of payroll changes on or before June 1.
4. An exploratory committee will be established to examine all of the options surrounding Health Insurance. For example, but not limited to:
 - a. Composite vs tiered
 - b. Joining the District's plan vs staying independent
 - c. Providers, deductibles etc.

The committee will determine the time and frequency of the meetings.

E. Relief to Elementary Teachers

Teachers, grades pre-K through fifth grade, will receive a minimum of one hundred twenty (120) minutes per week of prep time. The time must be scheduled in blocks that contain a minimum of thirty (30) consecutive minute segments during the student day.

F. Work Day

6-1 schedule for grades 6-12, which is six (6) instructional periods and one (1) uninterrupted prep period, with three (3) written exceptions:

1. In the event a teacher is assigned to serve lunch duty, they shall receive the current hourly rate (prorated).
2. Union Seniority will be used to fill the lunch-duty assignment. If no senior faculty volunteers for this lunch assignment, the lunch responsibilities will be filled in reverse seniority, beginning with the least senior faculty member. When the lunch assignment is assigned by seniority the assignment shall be limited to no more than five

consecutive days after which the employee shall not be compelled to do lunch duty for 20 days. Employees may opt out of lunch duty, however, in the event the pool of available employees is insufficient to cover the lunch duty the least senior employees may still be assigned the duty.

Lunch Duty Example:

(This is the "extreme" circumstance).

All of the teachers in a building opted out when asked to perform lunch room duty. Thus the District using the seniority list determines the least senior teachers in the building (Teacher A, Teacher B, Teacher C and Teacher D). Teacher A being the least senior is assigned and works the duty for 5 consecutive days. Once completing the fifth day they are ineligible to serve for 20 days. Thus Teacher B fills the lunch duty for 5 days and they become ineligible and so on....after 20 days has elapsed Teacher A will go back into the rotation.

3) The District may enact up to a daily twenty-minute advisory time. During a "normal day" this time shall be created by having students show up two minutes earlier, having one minute removed from each period, one minute removed from passing time and five minutes added to the end of the day. On days with early outs the period will be prorated in a similar manner to all other classes.

The parties recognize this is a new practice and challenges may arise. To such an end the parties agree to utilize the Labor management committee to discuss and problem solve and in the event the committee reaches a consensus on an issue it shall be implemented.

This section three is for the 2019-20 year only and if the parties wish to continue the practice it must be bargained.

G. Individual Contract

1. All teachers shall be issued individual contracts in conformity with these rules. "All contracts of employment of teachers authorized by resolution of the Board of Trustees shall be in writing and executed in duplicate by the Chairman and Clerk of the Board for the District

and by the Teachers.” (Section 20-4-201 MCA, 1979). Individual contracts shall be mailed to the teachers’ residential address of record with the Superintendent’s Office. (The parties mutually agree the above language is satisfied when the contract is offered in an electronic form. Individuals wishing to receive a printed hard copy of the contract to sign must notify the District in writing at least 48 hours prior to the deadline to return said contract. Note the request to receive a printed version of the contract will not affect the deadline to return said contract. Individuals wishing to receive assistance accessing or signing the electronic contract may contact the business office for appropriate assistance during normal business hours).

2. Condition of Contracts: State on individual contract that all conditions for teachers be in accordance with the General Agreement between the Anaconda Teachers’ Union and the Board of Trustees of School District No.10, Anaconda, Montana.
3. All coaches, assistant coaches, and team instructors shall submit a notice of intent to return by April 30th for the following year’s supplementary positions.

H. Curriculum Committee

Committee Makeup

- 1 person per grade (for elementary)
- 1 or 2 person(s) per class or subject area as appropriate (i.e. Junior/Senior high school)

Upon approval of a curriculum course by:

- A team of at least two colleagues
- The Building Principal
- The Curriculum Director

The employee shall receive a stipend of \$1,000.

I. Travel Expenses

Teachers required to use personal vehicles to report to more than one school building during a school teaching day shall be compensated at the federal rate.

J. Teaching Assignment

No later than ten (10) days prior to the end of the school year, teachers will receive written notification concerning their tentative subjects and grade levels to be taught for the ensuing year. Subsequently to the above notice should a reassignment occur or be seriously contemplated the effected teacher shall be notified (ideally in person or by phone) as soon as reasonably possible.

K. Evaluation

- A. The evaluation instrument is based on the Danielson Model and must be in compliance with any and all applicable provisions of this agreement and as appropriate MT state law. Any modification to the Danielson Model must be mutually agreed upon by the afore named parties.
- B. Only MT licensed and endorsed administrators shall implement the Danielson Model.
- C. Performance Appraisal Criteria/Timeline
 - 1. Observation of teacher performance shall be conducted according to the procedure outlined in the Danielson Model.
 - 2. The announced observation shall be of sufficient length to assess teacher performance, ordinarily a full class period.
 - 3. Unannounced Observations shall consist of observations by the evaluator and/or administrator at a date and time that has not been previously arranged. The observation shall be of sufficient length to analyze the lesson and assess teacher performance.
 - Within the first 30 days of school – 1st Meeting & Goal Setting
 - On or before November 1st, - 1st Observation Meeting

- On or before March 1st, - Final Observation (If needed)
- On or before April 1st, - Final Meeting Post Conference

D. Number of Observations and Evaluations

1. Evaluation will continue regularly throughout the employee's service. Non-tenured teachers shall be observed in the performance of their work assignments for the purpose of formal evaluations at least once yearly.
2. Tenured employees shall be evaluated at least once every three years.

E. Growth Model & Improvement of Professional Performance

1. A Growth Model shall be developed in accordance with the Danielson Model when: the overall lesson is basic or higher as a result of performance in any one or more component areas; or the teacher's performance in any component is rated as "unsatisfactory" on the summative evaluation regardless of the overall rating; or a teacher's overall performance is rated as "unsatisfactory" on the summative evaluation form.
2. If the evaluator and/or administrator find that the teacher has not met the levels of expectation, the reasons therefore shall be set forth in specific terms. An identification of the specific ways in which the teacher is to improve and the types of assistance that shall be provided will also be specified.
3. Should deficiencies be recorded in the work performance of a teacher, the evaluator and/or administrator shall provide, in accordance with the MT-EPAS, the teacher with specific, reasonable, written recommendations for improvement and with definite, measurable goals, positive assistance including necessary time during the ordinary work day, material resources, and consultant services to implement the recommendations.

L. Mentoring

Being committed to the improvement of teaching, the Employer and the Union support the concept of teachers mentoring other teachers. To that end, the ATU agrees that members of the bargaining unit may mentor their peers. However, under no circumstances will a bargaining unit member evaluate or assist the District in the discipline or termination of his/her mentee. Mentors will be placed at Category III on the supplemental salary schedule. Number and selection of mentors will be the sole responsibility of the District.

M. Personnel Files

1. No material will be placed in a teacher's personnel file unless it is signed by the author, and unless the teacher has had an opportunity to read the material and respond to it in writing. Any document not containing the teacher's signature must be signed by a district employee who witnessed the teacher being given the opportunity to read and sign the document. Any derogatory material not shown to an employee within twenty (20) calendar days after receipt or composition shall not be used by the Employer as evidence in any grievance or used in any disciplinary action against such employee. Derogatory material that has been in the file for more than three (3) years may be removed at the teacher's request provided the material is not criminal in nature and/or no further similar occurrences have been documented.
2. Teachers shall have the right to read, copy, and respond to any material placed in their personnel file(s). Working files may be kept by building level supervisors. At the conclusion of the school year all materials contained in the working file must be transferred to the main personnel file or be destroyed. Medical records and grievance documents, if any, shall be kept in separate files.

N. Retirement Benefits

The Employer shall pay the health insurance premiums for early retirees until such teachers become eligible for Medicare benefits. In order to qualify, for this retirement benefit, a teacher must have been hired on or before July 1, 1995 and have spent the last eighteen (18)

years of teaching experience, prior to retirement, in the Anaconda School District #10. The teacher must be drawing retirement from the Montana Teachers' Retirement System in order to receive the insurance payment. Time in recall will not be considered as a break in service for purposes of this section. However, time spent in recall will not count toward eligibility.

O. Job Sharing, Part-Time, and Working Retirees

1. Job Sharing:

Upon the request of bargaining unit members, the Superintendent may agree to implement a job sharing position for the employees, if agreement with management and the Union can be reached on the distribution of wages, hours and other employee benefits on a pro-rata basis.

2. Part-Time:

Part-time teacher(s) shall be paid and/or receive prorated benefits and wages. The Employer shall not hire more than three (3) prorated benefits and wage part-time teachers. The Employer shall not hire two (2) or more part-time teachers when one (1) properly certified available teacher could fill the position.

3. Working Retirees:

In the event that a retired teacher accepts employment with the Employer, the following provisions shall apply:

- a. The teacher shall be paid on the salary schedule at the step and lane placement appropriate to his/her training and experience. The contract provision regarding salary placement of initial hires shall not apply to working retirees.
- b. The teacher shall, for purposes of seniority placement, be considered as having broken service upon initial retirement.
- c. In the event of layoff, the Employer may not retain a working retiree in lieu of a tenure teacher who is certified and endorsed to teach the subject the working retiree is certified and endorsed to teach.

- d. All other benefits and contract entitlements shall be made available to the working retiree in the same manner that they are made available to other employees.

P. National Board Certification

All teachers who currently hold National Board Certification will be given a stipend of, two thousand dollars (\$2,000) annually as long as the certificate is current. This payment will be considered as payroll for the year in which it is awarded. For the purposes of MCA §20-4-203, this payment shall not be considered salary and thus not subject to the same salary requirements.

ARTICLE VI- LEAVE PROVISIONS

A. Sick Leave

Sick Leave is defined as the necessary absence from duty caused when a bargaining unit member or a member of his/her immediate family has suffered illness, injury, pregnancy related illness, exposure to contagious disease which requires quarantine or the necessary absence from duty to receive dental/vision/medical examination or treatment. Immediate family is defined by the Family Medical Leave Act of 1993. Sick leave is also the time that an employee is unable to perform job duties because of a physical or mental illness, injury, or disability.

1. On the first (1) contract day of each school year each bargaining unit member will be credited thirteen (13) days of sick leave. An employee may earn up to the maximum of cap of seventy five (75) days + thirteen (13) days for the year.
2. Bargaining unit employees planning to retire, and who present an irrevocable resignation letter on or before March 1 of their final contract year, can cash-out accrued sick leave at a rate of 50% of the cash value. March 1 is a hard and fast date and the ONLY exceptions considered will be for a "life changing event" that affects the employee or their immediate family. Bargaining unit employees who leave the district, cash-out sick leave and receive 25% of its cash value. The cash value will be the individual teachers' daily rate of pay. Pay out up to 75 at 50% if they qualify anything over at 1/4. The total possible number of days is 88 (75+13)

3. Bargaining unit employees who do not complete the contract obligations will have their sick leave prorated and be liable to the Employer for any sick leave paid beyond their entitlement.
4. At the conclusion of the school year, each bargaining unit employee with a balance of more than sixty (60) sick leave days may, at their discretion, sell back any days in excess of the seventy five (75) days at 25% of their cash value or donate any number of those days to the sick leave bank. Employees must notify the Clerk by the last contracted day of the year if they plan to donate days to the bank, otherwise excess sick days will be paid out in the June payroll.
5. Non-tenured teachers who receive notice of non-renewal, and who have sick leave days available, can cash out those days at 25% of their cash value. If the non-tenured teacher is rehired, they can buy back their accumulated sick leave at the rate at which it was paid out.

Abuse of Sick Leave – Abuse of sick leave is cause for disciplinary action under the provisions of 2-18-618 MCA. Abuse of sick leave occurs when a bargaining unit member misrepresents the actual reason for charging an absence to sick leave and/or when a faculty member uses sick leave for unauthorized purposes.

B. Personal Leave

1. Funeral Leave:

Leave without salary deduction will be granted in case of absence on account of, and immediately following death in the immediate family of the teacher. Immediate family is defined as: spouse, children, step-children, grandchildren or wards of teacher, mother, father, or guardian of teacher, brother(s) and sister(s) of teacher, grandparents of teacher, and mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, and step-mother of teacher.

2. Court Leave:

Teachers who are required to serve on jury duty or who are called as a witness under subpoena shall receive full salary during the

period of such service. An amount equal to the compensation for the above will be deducted from the teachers' regular pay.

3. Discretionary Leave:

Each teacher shall be allowed ten (10) discretionary leave days per contract year. The granting of the discretionary leave days shall only be contingent on the availability of a substitute. Teachers may take discretionary leave in fractional parts: 4/7 or 3/7. No discretionary leave may be taken on any PIR day or during the first or last week of the school year. Exceptions may be granted on a case by case basis by the Superintendent or his/her approved designees.

Each teacher shall be allowed the following discretionary leave up to a maximum of ten (10) days:

Days 1-3	No cost Discretionary Day
Days 4-7	\$100 per day deduction
Days 8-10	\$175 per day deduction

4. Legislative Leave:

Should a teacher be elected to the State Legislature, he/she shall be granted a leave, kept on the salary schedule, and the regular legislative salary shall be deducted from his/her salary for the pay of the substitute.

5. Emergency Leave:

Beginning with the 1986-87 contract year, accumulated emergency leave days may be used for family illness emergency leave. Payment of the substitute for the emergency leave day shall be deducted from the teacher's pay. When the teacher returns from an emergency leave, he/she will provide the Employer with documentation of family illness by the attending physician. The Employer will provide a standard form.

C. Professional Leave

The Superintendent, after consultation with the principal involved, shall have discretionary power to grant a teacher professional leave for job related activities without salary deduction. Each case shall be handled on its merit.

D. Federation Leave

The Anaconda Teachers' Union shall be allowed a pool of twelve (12) days per school year from teaching duties for conducting union business, provided that the Union shall pay the Employer for the substitute cost. The Anaconda Teachers' Union will have the discretionary power to grant said leave. Teachers may take this leave in fractional parts: 4/7 or 3/7.

E. Legislative Leave/State Board Leave

In the event an ATU member is appointed to a Public MT State Board, they may leave and serve on the board with no deduction in pay. In the event the board position receives a stipend, it shall be handled in the same manner as Jury Duty Leave.

E. Sabbatical Leave

1. Sabbatical Leave Policy: Teachers who have completed seven (7) years in this School District shall be entitled to sabbatical leave for one (1) full year. The compensation shall be one half (1/2) of the salary of the teacher who is taking the leave as determined by training and experience. The School District shall pay the employer contributions to insurance benefits as specified in Article V, Section E of this Agreement. The leave shall be limited to formal education; nothing else-no travel or business. The salary amount to be paid while on leave shall be paid on the usual monthly basis. The teacher must produce a plan of evidence that he/she is a full time student for the entire regular school year.
2. No more than two (2) teachers shall be granted sabbatical leave in any school year. Such leaves shall be granted upon application to the Superintendent of Schools and approval of the Board of Trustees.
3. Applicants for sabbatical leave, after having been determined to qualify under this rule and approved by the Board, shall be recommended to an eligibility list of the Board in order of their seniority of service in this School District. Such applicant may maintain their position on this eligibility list by renewing their application annually. Applicants must make written application on or before April 1.

4. The applicant for sabbatical leave shall sign an agreement with this School District that he/she will agree to return to the employment of School District No. 10, Anaconda, Montana, at the expiration of the leave and will serve in his/her present teaching capacity for at least one (1) year following the sabbatical leave.

F. Limitations

1. It is understood that in any instance of salary deduction because of absence from duty, the teacher will have the right to appeal to the Board of Trustees through the regular grievance procedure.
2. In case of absence from duty, a statement giving the reason for each absence, signed by the teacher and the principal, will be sent by the principal to the Superintendent's office.
3. Substitutes:
 - a. Temporary substitute - day to day substitute teachers or part time substitute teachers. The uniform rate of pay shall be determined by the Board of Trustees. Temporary substitutes do not participate in any of the regular teacher benefits. They are assigned to temporary vacancies of regular teachers.
 - b. Regular substitute - Regular substitute teachers are placed on the single salary schedule according to their training and experience and given a formal written contract.
 - c. If the teacher is paid during leave, the substitute shall be classified as a temporary substitute. If a teacher is absent without pay, the substitute shall be classified as a regular substitute. The exceptions to this provision are the substitutes for legislative leave or sabbatical leave who will be regular substitutes.
3. Report for Duty: A teacher who is absent from duty shall report to the principal or the principal's designee on or before 2:30 p.m. on the day before returning to work. The teacher shall not be required to report upcoming absenteeism, or return to work, to more than one person who has been specifically designated by the administration for that purpose.

G. Leave of Absence

1. Leaves of absence without salary approved for a time in excess of twenty (20) working days shall not be included in computing seniority or advancement on the salary schedule unless otherwise provided in negotiated language, law, or MOU.
2. An extended leave of absence, without pay, may be granted to educators upon application for extraordinary reasons some examples include but not limited to: as family illness, maternity, post-adoptive care, advanced educational or vocational related preparation.
3. The length of a leave period shall be commensurate with the reasons for absence with a maximum of one (1) year granted for each extended leave. In the event an employee needs additional time a request for a subsequent leave of absence may be submitted and is subject to the same approval process.
4. If allowable under then health plan An educator on leave of absence may participate in the School District group health insurance at the educator's expense. The educator must notify the Superintendent in writing no later than March 1 of the intent to return/resign the following school year. Failure to provide timely notification may result in forfeiture of the educator's right to return the following school year.

ARTICLE VII - SENIORITY, TRANSFERS AND LAYOFF

A. Seniority

1. Seniority shall be determined by length of latest continuous service in the Anaconda School System. Seniority will continue to accrue during part-time or job-sharing employment periods and during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or employment by the Board of Trustees in a position outside the bargaining unit, but such time will not be counted in computing seniority.
5. When seniority is equal between or among teachers, ranking of those teachers shall be determined by preparation level as indicated by current placement on the salary schedule. When seniority and

preparation level is equal between or among teachers, ranking of those teachers shall be determined by the drawing of lots.

3. The Teachers' Union shall be responsible for the seniority list showing the seniority of each teacher including any teacher who has been laid off; their areas of certification and endorsement; and the address of the laid off teachers. The list will be distributed by December 1 of each school year.

B. Qualifications

A qualified teacher is one who has or may obtain, prior to entering upon the teaching position, a certificate and endorsement authorizing him or her to teach in the department or grade level for which application is made.

C. Transfers

1. Posting

Whenever a vacancy or a new position occurs or is created the Superintendent shall post notice of the vacancy in each school building and in the Superintendent's office. The Superintendent will also send notice of such vacancy to the President of the Anaconda Teachers' Union. Teachers presently employed in the school system shall be allowed one week from the date of posting to make application for the position. Temporary vacancies of less than one (1) year shall not be advertised.

2. Voluntary Transfers

Teachers who are qualified to work in a particular grade level or department may apply for posted openings for which they qualify. Applicants shall be evaluated for the position applied for taking seniority and qualifications into consideration.

3. Involuntary transfers

Involuntary transfers may be made in case of an emergency, to prevent undue disruption of the instructional program, or to better meet the educational needs of the Employer. Involuntary transfers will not be made arbitrarily or capriciously. The Employer shall notify in writing the affected teacher and the Union of the specific reasons for such transfer at the time of notification of transfer.

An involuntary transfer shall not result in the loss of compensation, seniority or fringe benefits. All reasonable expenses necessitated by an involuntary transfer shall be borne by the Employer. Adequate time, without loss of salary, shall be provided for the teacher to effectuate the transfer.

D. Layoff

1. In the event that it should, in the judgment of the Board of Trustees, become advisable to reduce the number of the teaching staff, teachers shall be retained in order of seniority.
2. Any tenure teacher curtailed shall be carried on the seniority list. Teachers shall be notified in order of their seniority when vacancies become available. The teacher shall have twenty-one (21) days in which to accept a job opening for which he/she is qualified. Re-employment shall begin at the earliest possible convenience, but no more than one (1) year from the signing of the contract. One rejection of a job opening removes a teacher from the seniority list.
3. Any teacher re-elected from the recall list shall be placed at the same salary placement as that at the conclusion of his/her last year of employment with School District No. 10.

ARTICLE VIII - GRIEVANCE PROCEDURE AND ARBITRATION

A. A grievance shall mean a complaint by an employee that:

1. The employee has been treated unfairly, inequitably, or discriminated against in the application of this collective bargaining agreement or that;
2. There has been a violation, misinterpretation, or misapplication of established policy, or practice. A grievance shall be filed within twenty (20) days after the employee had or should have had knowledge or reason to believe that a grievance occurred.

B. As used in this Article, the term "employee" shall mean:

1. An individual teacher,
2. A group of employees having the same grievance, or

3. The Anaconda Teachers' Union.

C. Procedure:

Step 1: An employee and the Union Grievance Committee chairman shall first discuss the problem with the building administrator.

Step 2: If the matter is not satisfactorily adjusted within two (2) school days after the last discussion, the employee, with the assistance of the grievance committee chairman, shall submit the grievance in writing within five (5) school days to the Superintendent of Schools. The Superintendent may request a meeting with the employee and the grievance committee chairman prior to making his decision, but in any event, must render his/her decision in writing with copies to the employee and the Union within ten (10) days of written submission to him by the employee.

Step 3: The Union shall have five (5) days to submit the unresolved grievance to the Board of Trustees. The Board may request a meeting with the employee and the grievance committee chairman prior to making its decision, but in any event, must render its decision in writing with copies to the employee and the Union within twenty (20) days of written submission to it by the employee.

Step 4: Arbitration

- (a) Procedure: In the event that the parties are unable to resolve a grievance involving an unresolved and disputed interpretation of this agreement, it may be submitted, only at the option of the Union to arbitration as defined herein, provided a notice of appeal to arbitration is filed in the office of the Superintendent within ten (10) days of the receipt of the decision of the School District in step 3.
- (b) Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of the procedure, the parties shall, within five (5) days after receipt of the notice provided in (a), above, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, either party may, within ten (10) days, request the Board of Personnel Appeals to submit to both parties a list of five (5) names. Within five (5) days of receipt of the list, the parties

shall select an arbitrator by striking names in alternate order. The name remaining shall be the arbitrator. Failure by the Union to request an arbitration list within the time periods provided herein shall constitute a waiver of the grievance.

- (c) Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
- (d) Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing, or within twenty (20) days after the deadline for mailing of post hearing briefs, if the arbitrator so instructs. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. Decisions by the arbitrator, in cases properly before him/her shall be final and binding upon the parties, subject however to the limitations of arbitration decisions as provided by Montana Law. The arbitrator may issue compensatory awards to make the grievant(s) whole for lost salary/benefits.
- (e) Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case. The parties shall share equally fees and expenses of the arbitrator, including the cost of the list of potential arbitrators, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. In the event one party orders a transcript of the arbitration, that party shall pay all costs thereof. When both parties desire a copy, the costs shall be equally shared.
- (f) Jurisdiction: The arbitrator shall have jurisdiction over grievances properly before the arbitrator pursuant to the terms of this procedure. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall not have jurisdiction

over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. In considering any grievance, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct the operations of the District.

D. Miscellaneous Provisions

1. Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such participation.
2. Any agreement between the District representative at any level and the grievant shall constitute a waiver of any future appeal through the grievance procedure concerning the particular grievance.
3. Once the grievant(s) or the Union has filed any complaint, appeal or other action with any county, state or federal agency, court, tribunal or other forum involving the same facts or circumstances all rights to file or pursue a grievance under this agreement shall be forever waived unless the grievance is remanded by the court to the grievance procedure contained within this agreement.
4. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during the school hours, they shall be excused with pay for the purpose.
5. No teacher at any stage of the grievance procedure shall be required to meet with any administrator without Union Representation.
6. If a grievance arises from the action of authority higher than that of principal of a school, the Union may present such grievance at the appropriate step of the grievance procedure.
7. Only grievances involving unresolved and disputed interpretations of this agreement may be submitted to binding grievance arbitration as provided herein.
8. For the period between May 15 and August 15 any reference to days or school days herein shall mean normal business days, Monday through Friday, exclusive of recognized holidays for which the school district business office is closed.

ARTICLE IX - TEACHER PROTECTION

- A. Complaints of parents and rules for processing: Parents shall be encouraged to have personal conferences with teachers, but in case of complaints, the parents should be reached through the principal. It

is the principal's duty to inform the teacher of each complaint and to arrange a conference between the parent and teacher if considered desirable. If the complaint is not solved, it shall be referred to the Superintendent, signed and in writing by the Principal, the teacher, or by the parents. A copy of the written complaint will be sent to the teacher involved and to the President of the Anaconda Teachers' Union. The Superintendent shall not honor a parent's complaint until it has been processed according to the procedure outlined above.

- B.** Complaints to the Board of Trustees shall follow the procedure outlined in the above paragraph before being honored. In no event shall such a complaint be honored unless it is presented to the Board in writing. Whenever a teacher is to be called before the Board or its agents to answer a parent's complaint or for any reason prejudicial to the teacher's employment, the employee shall be entitled to have present a representative of the Union.
- C. Weingarten Rights:** The employee shall be entitled to have a representative of the Union during any appearance before the Board or its agents concerning any matter which could adversely affect the employee's employment. The employee shall be given prior notice of the reason for such a meeting or interview.
- D. Just Cause:** No teacher shall be disciplined or dismissed under contract without just cause. No tenure teacher shall be non-renewed (terminated) without just cause. Nothing in this contract shall limit the Board's ability to non-renew (terminate) a non-tenured teacher without cause.

ARTICLE X - EMPLOYER'S RIGHTS

All Employer's rights and functions including its power to direct, manage and control the operation of the District shall remain fixed with the Employer, and as set forth in Section 39-31-201,303, 205, 206, 204 and 20-3-324 MCA, 1989 as amended, which sections are expressly included herein by this reference, except as specifically and expressly abridged by this Agreement.

ARTICLE XI - FAIR PRACTICES

A. Agreement Date

The contract between the Anaconda Teachers' Union and the Board of Trustees shall be completed before the closing of the school year. This time can be extended by mutual agreement.

B. Discrimination

Neither party of the contract shall discriminate against any person on the basis of sex, national origin, race, marital status or handicap.

ARTICLE XII - DURATION OF AGREEMENT

This Agreement shall be binding from September 1, 2019 to August 31, 2020 and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to have some modification and such notice must be given no later than the first day of February preceding the expiration of this agreement. If such notice is not given then this Agreement is to stand as renewed for the following year. This Agreement shall remain in full force and effect pending all negotiations concerning modification of any of the provisions thereof. This contract may be opened by mutual agreement.

Salary Index. The appended index shall be in effect as noted.

Signed this ____ day of August 2019.



President
Anaconda Teachers' Union



Chair
Board of Trustees

Sonia Moscolic-Andrews, Chair
ATU Bargaining Committee



Gayle Clark, Business Manager/Clerk

**SALARY MATRIX
INDEX**

YRS EXP	BA	BA+1	BA+2	BA+3	MA	MA+1	MA+2	MA+3
0	1.000	1.060	1.120	1.180	1.240	1.290	1.340	1.390
1	1.045	1.105	1.165	1.225	1.285	1.335	1.385	1.435
2	1.090	1.150	1.210	1.270	1.330	1.380	1.430	1.480
3	1.135	1.195	1.255	1.315	1.375	1.425	1.475	1.525
4	1.180	1.240	1.300	1.360	1.420	1.470	1.520	1.570
5	1.225	1.285	1.345	1.405	1.465	1.515	1.565	1.615
6	1.270	1.330	1.390	1.450	1.510	1.560	1.610	1.660
7	1.315	1.375	1.435	1.495	1.555	1.605	1.655	1.705
8	1.360	1.420	1.480	1.540	1.600	1.650	1.700	1.750
9		1.465	1.525	1.585	1.645	1.695	1.745	1.795
10			1.570	1.630	1.690	1.740	1.790	1.840
11				1.700	1.760	1.810	1.860	1.910
12				1.710	1.770	1.820	1.870	1.920
13				1.710	1.770	1.820	1.870	1.920
14				1.710	1.770	1.820	1.870	1.920
15				1.710	1.770	1.820	1.870	1.920
16				1.710	1.770	1.820	1.870	1.920
17				1.730	1.790	1.840	1.890	1.940
18				1.730	1.790	1.840	1.890	1.940
19				1.730	1.790	1.840	1.890	1.940
20				1.730	1.790	1.840	1.890	1.940
21				1.730	1.790	1.840	1.890	1.940
22				1.760	1.820	1.870	1.920	1.970
23				1.760	1.820	1.870	1.920	1.970
24				1.760	1.820	1.870	1.920	1.970
25				1.760	1.820	1.870	1.920	1.970
26				1.760	1.820	1.870	1.920	1.970
27+				1.800	1.860	1.910	1.960	2.010

SALARY MATRIX 2019-20

Old Base Increase
33653 1.0221

YRS EXP	BA	BA+1	BA+2	BA+3	MA	MA+1	MA+2	MA+3
0	34,397	36,461	38,524	40,588	42,652	44,372	46,092	47,811
1	35,945	38,008	40,072	42,136	44,200	45,920	47,639	49,359
2	37,492	39,556	41,620	43,684	45,748	47,467	49,187	50,907
3	39,040	41,104	43,168	45,232	47,296	49,015	50,735	52,455
4	40,588	42,652	44,716	46,780	48,843	50,563	52,283	54,003
5	42,136	44,200	46,264	48,327	50,391	52,111	53,831	55,551
6	43,684	45,748	47,811	49,875	51,939	53,659	55,379	57,099
7	45,232	47,296	49,359	51,423	53,487	55,207	56,927	58,646
8	46,780	48,843	50,907	52,971	55,035	56,755	58,474	60,194
9		50,391	52,455	54,519	56,583	58,302	60,022	61,742
10			54,003	56,067	58,130	59,850	61,570	63,290
11				58,474	60,538	62,258	63,978	65,698
12				58,818	60,882	62,602	64,322	66,042
13				58,818	60,882	62,602	64,322	66,042
14				58,818	60,882	62,602	64,322	66,042
15				58,818	60,882	62,602	64,322	66,042
16				58,818	60,882	62,602	64,322	66,042
17				59,506	61,570	63,290	65,010	66,730
18				59,506	61,570	63,290	65,010	66,730
19				59,506	61,570	63,290	65,010	66,730
20				59,506	61,570	63,290	65,010	66,730
21				59,506	61,570	63,290	65,010	66,730
22				60,538	62,602	64,322	66,042	67,762
23				60,538	62,602	64,322	66,042	67,762
24				60,538	62,602	64,322	66,042	67,762
25				60,538	62,602	64,322	66,042	67,762
26				60,538	62,602	64,322	66,042	67,762
27+				61,914	63,978	65,698	67,418	69,137