

AGREEMENT BETWEEN

EXECUTIVE COMMITTEE

OF

TAZEWELL-MASON COUNTIES SPECIAL EDUCATION ASSOCIATION

AND

SOS-IEA-NEA

2017-2021

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ARTICLE I

RECOGNITION

The Executive Committee of the **Tazewell-Mason Counties Special Education Association (TMCSEA)**, hereinafter referred to as the “Executive Committee,” recognizes the **SOS-IEA-NEA**, hereinafter referred to as the “Association,” as the sole and exclusive bargaining agent of those teachers, speech therapists, certified occupational therapy assistants, physical therapy assistants, and paraprofessional employees of TMCSEA, with respect to wages, hours and other conditions of employment. “Employees,” as used herein, shall refer to members of the collective bargaining agreement.

ARTICLE II

ASSOCIATION RIGHTS

2.1 The Association shall be permitted to use Schramm Center for meetings, provided their meetings do not interfere with other scheduled activities. If custodial services are required, the Association may be required to pay for such services.

2.2 The Association may use TMCSEA equipment, e.g., copiers, fax machines, computers, etc. and may be required to reimburse TMCSEA for the costs of expendables used.

2.3 The Association may use employees’ mailboxes, e-mail (subject to reasonable guidelines set forth in policy) and a bulletin board for the purpose of internal communication. The Association may be required to reimburse TMCSEA for costs related to e-mail, such as internet usage.

2.4 A copy of all Executive Committee minutes shall be given to the Association after they have been approved by the Executive Committee. Prior to Executive Committee meetings, agendas and all exhibits to be available during the open meeting shall be given to the Association representative. In addition, any financial or employment-related information shall be made available upon request, providing such information is not exempt under the Freedom of Information Act.

2.5 In the event that the Association desires to send representatives to local, state or national conference or conduct other Association business, these members shall be excused without loss of pay, providing the Association reimburses TMCSEA for the cost of substitutes. The total number of days available for these purposes shall be five (5) per year. Should the employer agree to hold collective bargaining sessions during the work day, employee time spent negotiating shall not be charged against the allotted five (5) days.

2.6 If any Executive Committee meetings are held during the employees' workday, one Association representative shall be released without loss of pay or benefits to attend the meeting.

ARTICLE III

DUES DEDUCTIONS

3.1 The Executive Committee shall deduct from each employee's pay the current dues of the Association, provided that the Executive Committee has an employee-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The authorization shall remain in effect from year to year, except that the employee may revoke it between September 1 and September 15 of any year. If an employee revokes the dues authorization by appropriate written notice to the Executive Committee, the Executive Committee shall notify the Association of the revocation. All dues deducted by the Executive Committee shall be remitted to the Association no later than ten (10) days after such deductions are made.

3.2 In the event of any legal action against the Executive Committee brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:

(a) The Executive Committee gives prompt notice of such action in writing to the Association and permits the Association's intervention as a party if it so desires; and

(b) The Executive Committee gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Executive Committee from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Executive Committee's compliance with this Article.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Definitions

1. A grievance is a complaint involving the violation, interpretation or application of the terms of this Agreement.

2. All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, then the time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean employee employment days.

3. Upon selection and certification of a grievance representative(s) by the Association, and written notification of the designated representative(s) by the Executive Committee, the Executive Committee shall recognize such representative(s) as the Association Grievance Committee. At least one Association representative shall be present at any meeting, hearing, appeal or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his immediate supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

4.2 The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. When requested by the employee, the Association representative may accompany the aggrieved employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the employee or the Association, a grievance may be processed by initiating Step 1 below within thirty (30) days of the employee learning of the occurrence giving rise to the grievance.

Step 1: The employee or the Association must present the grievance in writing to his/her immediate supervisor. The supervisor will arrange a meeting to take place within five (5) days after receipt of the written grievance. The Association's representative, the aggrieved employee and the supervisor shall be present for the meeting. The supervisor shall provide a written answer of the grievance to the aggrieved employee and the Association within five (5) days after the meeting. This answer shall include the reasons for the decision.

Step 2: If the grievant or the Association determines to pursue the matter further, then the grievance shall be referred to the Director within five (5) days after receipt of the Step 1 answer. The Director shall arrange for a combined meeting of the Association representative, the grievant and Director to take place within ten (10) days of the receipt of the appeal. Upon conclusion of the meeting, the Director shall have five (5) days in which to provide a written decision with the reasons to the Association.

Step 3: If the grievant or the Association determines to pursue the matter further, then the grievance shall be referred to the Executive Committee within five (5) days after receipt of the Step 2 answer. The grievance will be considered by the Executive Committee at their next regularly scheduled meeting or, if there is less than five (5) days before the next regularly scheduled meeting, at the following regularly scheduled meeting. Upon conclusion of the meeting, the Executive Committee shall have five (5) days in which to provide a written decision with the reasons to the Association.

Step 4: If the Association is not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to final and binding arbitration within twenty (20) days through a request to the Federal Mediation and Conciliation Service for a panel of arbitrators. The arbitrator shall be chosen by alternately striking arbitrators from the panel until one remains. The right to strike first shall be determined by coin toss. If a demand for arbitration is not filed within twenty (20) days of the date of the Step 3 answer, then the grievance shall be deemed withdrawn.

4.3 The Executive Committee acknowledges the right of the Association's grievance representative to participate in the proceeding of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

4.4 When an employee is not represented by the Association, the Association shall have the right to have its representative present to state its views at any stage.

4.5 All parties shall cooperate in its investigation of any written grievance, and, further, shall furnish all parties with such relevant information required for the orderly processing of any grievance.

4.6 No discrimination action shall be taken by the Executive Committee or the Association against an employee because of his/her participating in this grievance procedure.

4.7 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4.8 A grievance may be withdrawn at any level by the aggrieved or his representative without establishing a precedent.

4.9 All time reference in these procedures may be extended by mutual agreement of the Executive Committee and the Association.

4.10 The fees and expenses of the arbitrator shall be shared equally by the Executive Committee and the Association. Each party shall bear the costs of its representation and witnesses.

ARTICLE V

EVALUATION

5.1 Formal evaluations shall be conducted at least annually for all paraprofessionals, COTA's and PTA's and probationary certified staff and other employees in their first year of employment. A conference between employee and evaluator shall promptly follow each observation and evaluation. The evaluation shall be in writing, based upon direct observance and other factors, and shall be constructive in nature. Identified deficiencies shall be discussed, and a reasonable period of time shall be granted for correction of deficiencies. Assistance, if appropriate, shall be furnished. Provision shall be made for comments by the employee. Employees who are retiring will not be evaluated during their final year of service.

The employer shall comply with the provisions of the ISBE rules and regulations regarding evaluation for certified employees and the provisions of the jointly developed and mutually agreed upon evaluation procedure (and instrument) and paraprofessional evaluation procedure (and instrument) as may be mutually amended from time to time. The employer agrees that any such amendment of the evaluation procedure or instrument requires TMCSEA to work in cooperation with the Association. If a consulting teacher is chosen from among the bargaining unit members, negotiations shall immediately commence between the Association and the employer regarding working conditions and compensation for him/her.

Substantive performance evaluation ratings and comments shall not be subject to the grievance procedure.

ARTICLE VI

LEAVES OF ABSENCE

6.1 At the beginning of each school year, each employee hired prior to June 1, 2014 shall be credited with sixteen (16) days of sick leave, the unused portion of which shall continue to accumulate to a maximum of 350 days, excluding the leave of the current school year for teachers, and a maximum of 230 days, excluding the leave of the current school year, for educational support personnel. At the beginning of each school year, each employee hired on or after June 1, 2014 shall be credited with twelve (12) days of sick leave, the unused portion of which shall accumulate to 180 days. A sick day shall be the same length as the employee's work day. Such leave shall be interpreted to mean personal illness or illness or death in the employee's immediate family or household, as described in Section 24-6 of The School Code, or death of a close personal friend.

The Executive Committee or its designee may require a physician's certificate as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases as permitted by The School Code.

The Executive Committee shall furnish each employee with a written statement at the beginning of each school year, setting forth the total sick leave credit.

Employees suffering catastrophic injury or illness may request the Executive Committee to grant a special allocation of paid sick leave. Any such request will be considered by the Executive Committee on a case by case basis.

6.2 Jury Leave: Any employee called for jury duty during the work week or who is subpoenaed to testify during the work week in a judicial or administrative matter pertaining to TMCSEA shall be paid his/her full salary for such time provided the employee pays to TMCSEA any remuneration, less mileage expenses, received for such duties for any work day that is missed.

6.3 Family and Medical Leave: Each "eligible employee" (as defined within the Family and Medical Leave Act) shall be entitled to a family and/or medical leave of absence which shall be defined as an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per twelve (12) month period (measured backward from the date an employee uses any family or medical leave) ("Family and Medical Leave"). Leave may be taken for those qualifying events identified within the Family and Medical Leave Act (the "Act").

During a single 12-month period, measured as provided above, an eligible employee's FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered servicemember with a serious injury or illness. The term "covered servicemember" has the same meaning as provided for by the Act, and includes a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. In addition, an eligible employee may take up to 12 weeks FMLA leave during any 12-month period for qualifying exigencies that arise when the employee's spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty. Qualifying exigencies for which an employee may take FMLA leave including making alternative child care arrangements for a child of the deployed military member, attending certain military ceremonies and briefings, or making financial or legal arrangements to address the military member's absence.

The provisions of this Section shall apply to all family medical leaves of absence. If an employee is entitled to paid leave, the employee must take the paid leave first; provided, if the paid leave otherwise available is for less than a twelve (12) or twenty-six (26) week period, the additional days of leave necessary to attain the twelve (12) or

twenty-six (26) weeks of leave required under this policy shall be without compensation. All policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. The limitations placed on length of leave by this Section shall not in any way affect the length of other leaves which may be available.

Spouses who are employed by TMCSEA are entitled to a combined total of twelve (12) weeks of leave for the birth or adoption of a child or for the care of a sick parent, or a combined total of twenty-six (26) weeks to care for a covered servicemember.

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice not less than thirty (30) days prior to the leave, and make efforts to schedule leave so as not to disrupt TMCSEA's operations. If thirty (30) days advance notice is not practicable, the employee must give notice as soon as practicable. In case of illness, the employee shall report periodically on his or her leave status and intention to return to work. An employee must provide the Director or designee reasonable notice of changed circumstances that will alter the duration of the FMLA leave.

For purpose of this Family Medical Leave only, an employee who is granted a family or medical leave of absence shall continue to receive group insurance benefits for up to a total of twelve (12) or twenty-six (26) weeks, including coverage during paid leave, at the level and under the conditions that the coverage would be provided if the employee had continued working and had not take leave. In the event that an employee elects not to return to work upon completion of an approved, unpaid leave of absence, the employee must reimburse TMCSEA for the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

When an employee requests leave that is foreseeable based upon planned medical treatment and would last longer than twenty percent (20%) of the school term, TMCSEA may require the employee to choose either (1) to take leave for a period of particular duration, not to exceed the duration of the planned treatment, or (2) to transfer temporarily to an available alternative position for which the employee is qualified, that has equivalent pay and benefits, and that better accommodates recurring periods of leave than the employee's regular position. If an employee begins leave more than five (5) weeks before the end of the school term, TMCSEA may require the employee to continue taking leave until the end of the term if the leave is at least for three (3) weeks' duration and the employee's return would take place during the last three (3) weeks of the school term. If the employee begins a leave less than five (5) weeks before the end of the school term, TMCSEA may require the employee to continue taking leave until the end of the term if the leave is longer than two (2) weeks or the employee would return during the last two (2) weeks before the end of the school term, TMCSEA may require the employee to continue taking leave until the end of the school term if the leave will last more than five working days.

6.4 Other Leaves of Absence: All employees covered by this Agreement may be granted leaves of absence only by action of the Executive Committee. Except as provided in Section 6.3 above, leaves of absence without pay may be granted based on the following conditions:

1. Request for leave shall be in writing, stating the reason for the requested leave, and submitted to the Director, setting forth the length of leave requested.
2. All leaves of absence shall be limited to a maximum of one (1) school year.
3. All leaves shall normally commence at the beginning of the school year or immediately after Christmas vacation, and reinstatement at other than the agreed upon time shall be at the discretion of the Executive Committee. However, in the event of adoption of a child and the employee does not receive sufficient advance notice of the delivery of the child in order for the leave to commence at a natural break in the school year, the leave shall commence the day the child arrives and will terminate at the agreed upon subsequent break in the school year providing that the employee had informed the Administration at the time of making application for an adopted child that such application was being made and thereafter kept the Administration informed as to the most likely schedule for the adoption to proceed.
4. Sick leave days shall not accrue, but unused sick leave held at the start of the leave shall be available upon reinstatement.
5. Written notice of intention to either return or resign shall be given by the employee to TMCSEA fifteen (15) calendar days prior to the end of the leave of absence. Failure to furnish such written notice shall constitute a notice of resignation.
6. An employee returning from a leave of absence without pay will be reassigned to the job classification he or she left.
7. An employee on an unpaid leave of absence may remain in TMCSEA's insurance plans, but shall pay the full premium costs for same on a monthly basis.

Arrangements may be made at the Director's discretion for time off with pay to attend the funeral of a student.

Short-term leaves of absence without pay, not to exceed five (5) workdays, may be granted at the discretion of the Director. Personal leave shall be exhausted prior to any unpaid short-term leave of absence.

6.5 Professional Development: Employees may be granted leaves with pay for relevant professional development or growth activities with the approval of the Director. The request should be in writing with advance notice of at least six weeks. Some or all actual costs and expenses may be reimbursed to the employee.

6.6 Personal Business Leave: At the beginning of each school year, each employee shall be credited with two (2) days to be used for personal business. Personal business leave days shall be allowed to accumulate to a maximum of three (3) days. Unused personal business leave days earned in excess of three (3) shall accumulate as sick leave days. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal business leave day shall notify his/her supervisor in writing at least one week in advance, except in cases of emergency. Personal business leave days shall be available for the practice of individual religious preferences. Personal business leave days on a day immediately preceding or following a school holiday shall be considered on a first received, first granted basis. All personal day forms shall be turned into the administrative office. All personal day approvals proceeding and following holidays are subject to the availability of substitutes. No more than three (3) employees shall be on personal business leave at one time.

ARTICLE VII

REDUCTION IN FORCE

7.1 Definition of Seniority: Seniority shall be defined as the length of an employee's continuous, uninterrupted employment with TMCSEA. Continuous service shall not be interrupted by time on layoff or by leaves of absence. For purposes of this Section 7.1, any employee working at least 100 days without taking a leave of absence without pay pursuant to Section 6.4, shall be deemed to have worked at least one-half of the employee's normal work year. Employees on an approved unpaid leave of absence will neither accrue nor forfeit seniority.

7.2 A seniority list shall be established for each of the following seniority groups, broken down by position/job category and posted by October 1 of each year.

- Group A (Teachers, Speech Therapists)
- Group B (Paraprofessionals)
- Group C (Certified Occupational Therapy Assistants)
- Group D (Physical Therapist Assistants)

7.3 Tie Breaker: If seniority is identical between/among employees, ties in seniority shall be broken as follows:

Group A:

1. Total full time public school experience;

2. Total number of graduate credits beyond the Bachelor's Degree;
3. Number of certificates held;
4. By lot.

Group B:

1. Total work experience in the field;
2. Total college courses above 110 level courses;
3. By lot.

Group C:

1. Total work experience in the field;
2. Total CEU's;
3. By lot.

Group D:

1. Total work experience in field;
2. Total CEU's;
3. By lot.

7.4 Non-Certified Employee Reduction in Force. If non-certified lay-offs occur, they shall be in order of seniority, least senior first, in the position/job category being reduced, provided the remaining employees are qualified to perform the work remaining. Lay-offs shall be effective at the close of the school year or individual's contract term. There shall be no "bumping" into other positions/job categories.

7.5 Non-Certified Employee Recall. If within fourteen (14) months from the beginning of the following school term a vacancy occurs in groups B, C or D, the most senior employee on recall from that position/job category shall be offered the position, provided he/she is qualified to perform the work of the available position. Reinstatement shall be at the appropriate salary amount in recognition of years of experience and education.

7.6 Certified Employee Reduction in Force. A Reduction in Form (RIF) List will be prepared and include certified positions and all names of certified Employees qualified to hold those positions in an order determined by the Illinois School Code. A copy of the RIF List and Seniority List will be delivered to the Association by a date at least seventy-five (75) days prior to the end of the school term. Changes to these lists may be made through a date forty-five (45) days prior to the end of the school term.

If the Executive Committee decides it is necessary to reduce the number of Teacher pursuant to Section 24-12 of the Illinois School Code, the Association will be advised of such reduction in staff in advance of any public announcement. The Teachers who are subject to reduction shall receive written notice at least forty-five (45) days before the end of the school term together with a statement of honorable dismissal and the reason therefore. Such notice shall be delivered by regular mail and also delivered by personal delivery or certified mail, return receipt requested.

This provision does not apply to the dismissal of non-tenure Teachers under Section 24-11 of the Illinois School Code.

7.7 Certified Employee Recall. If the Executive Committee has any vacancies for the following school term, or within fourteen (14) months from the beginning of the following school term, the positions that become available shall be offered to Teachers in Groups 3 and 4 who have received RIF notices if they are legally qualified to hold such positions. The order of recall shall be governed by the Illinois School Code. Notice of recall shall be delivered by certified mail, return receipt requested and electronic mail to the last known addresses.

A teacher subject to recall shall be notified in writing of the vacant position. A teacher's failure to respond to recall affirmatively within twenty (20) calendar days after mailing / sending email or within ten (10) days after receipt of the Employer's correspondence (whichever shall first occur) shall result in termination of the teacher's right to recall. However, teachers shall not lose recall rights for refusing to accept a position which includes fewer teaching hours and would result in a reduction of pay. Teachers on layoff are obligated to advise the administration office of their current address, email address and telephone number so as to facilitate notice of recall.

ARTICLE VIII

EMPLOYMENT CONDITIONS

8.1 Probationary Period – New Hires Not Subject to Tenure Requirements: New non-certified employees hired into positions that are not subject to the tenure requirements of the Illinois School Code shall serve a twelve (12) month probationary period. During the twelve month probationary period, the employees are not subject to progressive discipline.

8.2 Discipline, Discharge, Reprimand: No employee shall be disciplined, discharged or issued a written reprimand without just cause. It is understood that action taken by the Executive Committee pursuant to statute in the dismissal process of tenured employees and non-renewal of non-tenured teachers are excluded from this provision.

No other employee shall be disciplined, discharged or issued a written reprimand without just cause.

8.3 Notification of Assignments: All employees shall be given written notice of their assignments for the forthcoming school year by the end of the employee's work day on the first Monday in May. Assignments may be changed due to a major shift in distribution of students over the summer. If it becomes necessary for a transfer to another facility, qualified volunteers will be sought and given consideration prior to any involuntary transfer. Involuntarily reassigned personnel will be notified in writing and

consulted as soon as possible. Upon request, the Administration shall discuss with the impacted employee(s) and the Association representative seniority and other considerations, but the final decision as to the involuntary transfer shall be at the discretion of the Administration. Involuntarily reassigned personnel shall receive special consideration for future vacancy applications. If the assignment is unacceptable to the employee, he/she shall have the right to immediately resign without prejudice.

Changes in classrooms, discipline, and/or subject area shall occur only after consultation with the staff affected. The employees shall be surveyed for assignment preferences prior to private consultation and assignment of staff. Certified and non-certified staff within the same classroom/discipline/subject area shall not be reassigned in the same year unless mutually agreed to by all parties involved.

8.4 Vacancies: When a vacancy occurs, current employees shall be given serious and meaningful consideration for the opening before applicants from outside TMCSEA are considered. All bargaining unit vacancies shall be posted for five (5) working days at Schramm Center, the Executive Offices, and all other TMCSEA attendance centers. Additionally, a copy of the posting shall be given to the Association. Notices of vacancies arising during the summer will be mailed to the Association representative, and need not be posted as provided above. Upon request, the Administration will meet and discuss with the Association whether or not a new position is covered by Article I – Recognition. Positions outside of the bargaining unit shall be exempt from the posting requirement.

8.5 Personnel File: Each employee shall have the right, upon reasonable request, to review the contents of his/her personnel file and place therein written reactions to its contents. Any time an entry is made or withdrawn, the employee shall receive a copy of same. An employee may have present an Association representative at such review. Routine notices and forms applicable to multiple employees may be placed in the personnel file without notice or administrative sign-off.

8.6 Duty-Free Lunch: Full time employees shall be given an uninterrupted duty-free lunch period during normal lunch times equal to that given to students, but in no case less than thirty (30) consecutive minutes.

8.7 Tuition Reimbursement: The Executive Committee shall reimburse an employee for course work taken related to his/her job assignment in accordance with the following:

A. The course(s) must be approved by the Director prior to enrollment. The Director shall approve courses, workshops or seminars which, in the Director's discretion, are applicable to an employee's present or potential future assignment in the Association. Further, if the Executive Committee requires an employee to fill a position utilizing a temporary or provisional certification, the employer shall approve any courses, workshops or

seminars required in order for that employee to obtain permanent certification.

B. The course(s) must be taken at an accredited college or university and must be successfully completed with appropriate notice to TMCSEA. Only three (3) hours of online credit will be approved per semester unless on-line coursework is part of an administratively approved program at an accredited college or university. "Accredited" shall mean accredited by the North Central Association of Colleges and Schools.

C. Tuition reimbursement is limited to no more than six (6) hours per semester during the school year and no more than six (6) hours during the summer.

D. Reimbursement shall be at a rate equal to the ISU resident tuition costs or one-half (1/2) the hourly cost at any other accredited college or university, provided that under no circumstances shall the reimbursement exceed the hourly cost.

8.8 Extra Duties: Professional school activities after the normal work hours may be occasionally required. Activities may include open house, meet the teacher, student programs and graduation. Paraprofessionals may be required to attend student programs where assistance to students is necessary.

8.9 Work Day / Work Year: The employee work year shall not exceed 180 days. Unused emergency days shall not become work days for employees. The certified employee work day shall not exceed seven and one-half (7 ½) hours per day, inclusive of a minimum thirty (30) minute duty-free lunch. The noncertified employees work day shall not exceed seven (7) hours per day, inclusive of a minimum thirty (30) minute duty-free lunch except working times during a work week may be flexed with administrative approval for reasons such as attending IEP meetings outside of normal working hours. All employees working in excess of 6 hours per day shall be entitled to two (2) ten minute breaks during the work day. Part-time employees working three (3) to six (6) hours will receive one (1) ten minute break. At work sites other than Schramm, employees may be required to exceed the above maximums only to cover student contact time. Employees shall be allowed to leave after the last student is dismissed the last day of each work week. Satellite employees shall have the same early release time provided to employees at SEC, in order to participate in activities structured by the Administration. Certified employees in the satellite classes shall be given the opportunity to schedule a thirty (30) minute daily preparation period during their school day, due to their current additional student contact time. If the Administration were to ever determine that the students would benefit by reason of another dramatic alteration of the usual work hours, the Administration shall bring the matter to the labor management relations committee for discussion and review. A mutually agreed upon workload plan is on file in the Administrative Office. All Schramm Educational Center teachers shall be entitled to an uninterrupted 30 minute period each

Friday morning before classes commence for preparation and conferring with colleagues. Administration shall not schedule meetings on Friday mornings before classes commence without approval of the Association.

Employees are expected to arrive and leave work on time. In the event of an emergency requiring an employee to be late, the employee's supervisor shall be notified in advance if possible.

In the event an employee must be absent from work, the employee shall follow notification procedures of the Executive Committee.

8.9A Itinerant Employees: Itinerant and Satellite program employees shall follow the SEC calendar or the District where contracted/housed. Specific calendar to be determined by program coordinator.

8.10 Requisitions: Employees shall have until the last day of the school year to submit requisitions for equipment and supplies for the next school year.

8.11 Extended School Year Assignments: If Extended School Year programs are offered by the Executive Committee, such positions shall be offered to qualified volunteers within the bargaining unit. If there are not enough qualified volunteers from among the current staff, outside applicants may be employed. If there are more employees than positions available, the administration will look at previous Extended School Year experience, seniority, date of application, and may consider the possibility of job sharing.

Two (2) additional (.5) sick leave days may be utilized by full-time summer school staff during the Extended School Year program. Part-time employees shall be entitled to one (1) (.5) extra sick day. If sick days are not used, they will be added to the employee accumulation, but are not to be viewed as an addition to the annual sick leave allowance.

8.12 New Employees: Each newly hired bargaining unit employee, upon commencement of employment, shall receive from the Administration a copy of the Collective Bargaining Agreement; applicable, available insurance pamphlets; and available documents outlining building rules and procedures, along with a copy of the staff handbook and evaluation program. The Association shall receive the name and work site of each new employee as soon as practical after employment.

8.13 Damage to Personal Property: In the event the actions of a student give rise to damage to personal property of an employee while that employee is acting within the scope of the employee's duty, then the employer shall reimburse the employee the cost reasonably incurred to repair or replace comparable personal property, subject to the following restrictions:

A. The employee must first demonstrate that the employee has made all reasonable efforts to recover from the employee's insurance carrier.

B. Reimbursement shall in no event exceed \$500 per incident.

C. Reimbursement shall be made only for tangible personal property which is necessary in order for the employee to perform that employee's assigned duties.

D. There shall be no reimbursement for damage to clothing or jewelry.

8.14 Training for non-medical employees for medical type procedures will be provided prior to any such employee being required to do such medical procedure. Trained back-up personnel shall be available. An employee may not be involuntarily assigned to a medical procedure even after mandatory training, should the procedure reasonably be expected to endanger the employee's health. Employees acting within the scope of their employment shall be held harmless and afforded coverage for all liability by the Executive Committee.

8.15 Substitutes: The Executive Committee will at all times, first and foremost attempt to find a qualified substitute for the job classification. However, if a certified teacher substitute is hired to fill in as a paraprofessional (because no other personnel are available), pay will be at the teacher sub rate.

8.16 Workload Committee: The Director shall convene a Workload Committee meeting annually in March or April of each year. Notice of the meeting shall be delivered to the Association President. TMCSEA and the Association shall select their respective representatives for the meeting. The purpose of the meeting is to discuss workload of staff with the goal of determining staffing levels and class composition for the subsequent school year. If the parties reach agreement as to the staffing levels for the start of the school year, such agreement shall be reduced to writing in the form of a Memorandum of Understanding which shall expire at the end of the school year in question. If an agreement is not reached or student population levels or other circumstances justify staffing level changes in the sole discretion of the Director, the Director shall determine staffing levels at his or her discretion. If staffing levels change, the Director will notify in writing the Association President of the changes and the rationale for the changes.

ARTICLE IX

COMPENSATION AND FRINGE BENEFITS

9.1 Pay Periods: Employees shall choose annually to receive their pay in 20 or 24 pay periods. If a pay date falls on a scheduled non-work day, employees shall receive checks on the last work day preceding the scheduled pay date at the TMCSEA office. Checks that are not picked up at the TMCSEA office during the regular school year shall

be mailed to the employees on the last working day before the end of each pay period. For purposes of this Section, pay periods shall end on the fifteenth (15th) and thirtieth (30th) of each month except February, in which pay periods shall end on the fifteenth (15th) and last day of the month. Checks shall be mailed to employees during the summer months so their expected arrival is on the appropriate pay date.

9.2 Retirees' Coverage: Retirees shall have the option to continue coverage under the TMCSEA's policy through the final day of the last payroll for the year. Non-certified retirees thereafter may continue in the health insurance plans, subject to carrier availability, at the individual's expense.

9.3 Travel Reimbursement: For all job related functions, mileage shall be paid at the standard IRS recognized rate according to the Executive Committee's policy. Bargaining unit employees shall in no event receive mileage reimbursement at a lesser rate than any other TMCSEA employee.

9.4 Retirement: TMCSEA shall shelter payments due the IMRF and shall remit the certified staff's contribution to the TRS, including those contributions required for the Teacher Health Insurance Security Fund.

9.5 Payroll Deductions: Tazewell County School Employees Credit Union and Illinois Education Association Credit Union deductions, if authorized by the employee, shall be deducted and deposited to the appropriate Credit Union each pay period. Annuities shall be adjusted from each check and paid monthly.

9.6 Extended School Year Pay: Extended School Year compensation shall be paid in normal pay periods.

9.7 Hospitalization and Dental Insurance: During the term of this Agreement, the Executive Committee shall pay 85% of the premium cost for individual employee coverage and 55% of the premium cost for dependent coverage. During the term of this Agreement, an employee may request a payroll deduction for the balance of the premium cost for dependent coverage. The Association shall appoint one or more representatives to participate in meetings with the consultant and the Administration's representative and otherwise coordinate an effort to obtain the most cost effective coverage available.

9.8 Life Insurance: The Executive Committee shall provide, at no cost to the full-time employee, a term life insurance policy in the amount of \$40,000 and an additional death and dismemberment policy in the amount of \$80,000.

9.9 Salary and Wage Rates: Beginning salaries including TRS contributions for certified employees who receive no credit for prior experience shall be as follows:

Year	BS	BS+15	BS+30	MS	MS+15	MS+30
2017-18	39105	39775	40245	40815	41385	41955
2018-19	39505	40115	40645	41215	41785	42355
2019-20	39905	40515	41045	41615	42185	42755
2020-21	40305	40915	41445	42015	42585	43155

In no event shall a newly hired certified employee's salary exceed that of a current employee with the same level of recognized education and experience. In the event there are no current certified employees with the same level of recognized education and experience, the salary of the new employee shall be determined by analyzing the salary of teachers in the same educational category and using interpolation. If there are not teachers in the same educational category with both greater and less number of years of experience, the Director shall set the salary of the new employee. Basis for determining a new certified employee's initial salary shall be shared in writing with the Association President. Once the initial salary of a certified employee has been determined, the employee shall in future years receive the general increases set forth above at the beginning of this section.

The salary schedules and wage rates for non-certified employees attached hereto are incorporated into this Agreement. At the discretion of the Administration, a newly hired employee may be credited with prior similar (Ex: Teaching Assistant with prior teaching assistant experience, Teacher with prior teaching experience, COTA with prior COTA experience, PTA with prior PTA experience) experience obtained outside of TMCSEA. At no time shall a newly hired employee be paid more than a current employee with the same education and years of experience who is paid on the salary schedule.

For the 2017-2018 school year, each returning full time certified employee shall receive a salary increase of 2.0%. A teacher qualifying for lane movement shall receive an additional salary increase of \$600.

For the 2018-2019 school year, each returning full time certified employee shall receive a salary increase of 2.5%. A teacher qualifying for lane movement shall receive an additional salary increase of \$600.

For the 2019-2020 school year, each returning full time certified employee shall receive a salary increase of 2.75%. A teacher qualifying for lane movement shall receive an additional salary increase of \$600.

For the 2020-2021 school year, each returning full time certified employee shall receive a salary increase of 3.0%. A teacher qualifying for lane movement shall receive an additional salary increase of \$600.

9.9.A Salary Increase for Speech / Language Pathologists. Full-time Speech/Language Pathologists shall receive an initial salary increase of \$1,000.00 when hired into the district. Part-time Speech/Language Pathologists shall receive a prorated amount of the increase.

9.10 Vertical / Horizontal Advancement: Each employee shall advance one experience step for each year of service to TMCSEA. One hundred (100) days of service shall constitute a year for the purposes of this Article. Time spent on sick leave shall count as service to TMCSEA. Advancement shall be on the first day of the contractual school year. If an employee earns advancement to a higher paying lane, the employee shall not be advanced more than one vertical step on the new lane, but, in no event, shall placement be at a step less than the employee currently enjoys.

9.11 Extended Contract Work: Extended contract work, other than Extended School Year, shall be at the employee's per diem rate for each day worked in excess of 180. Extended School Year pay shall not be subject to this provision.

9.12 Workers' Compensation: Employees shall be eligible for Workers' Compensation for work-related injuries, pursuant to the provisions of the Workers' Compensation Law.

9.13 Attendance Incentive: Full-time employees who use no more than one (1) day of sick leave or personal business leave in one school year shall receive an incentive payment of 100% of that employee's daily pay to be paid as soon as possible after the conclusion of the school year. Approved professional development leave and jury leave shall not count as days absent for the purposes of this incentive payment.

9.14 Payment Upon Severance: Upon severance of employment and excepting those employees terminated for cause, an employee shall receive substitute pay for his/her job category for each day of unused accumulated sick leave (pro-rated in final employment year) minus any days either utilized for additional retirement credit in the TRS or IMRF systems or carried forward to another public employer. In no event, however, shall such payment be made for more than forty (40) days of unused accumulated sick leave. Because TMCSEA does not generally employ substitutes for speech therapists, payment upon severance shall be based on teachers' substitute pay for speech therapists. Because TMCSEA does not generally employ substitutes for certified occupational therapy assistants and physical therapist assistants, payment upon severance shall be based on paraprofessional substitute pay.

ARTICLE X

FAIR SHARE AGREEMENT

10.1 Each bargaining unit member who becomes a bargaining unit member subsequent to the execution of this Agreement, as a condition of his/her employment, on or before thirty (30) days from the date of the commencement of duties, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required by members of the Association, including local, state and national dues. Any member of the bargaining unit who is a member of the Association as of the date of execution of this Agreement or who becomes a member of the Association thereafter shall thereafter continue membership or pay a fair share. Those bargaining unit members employed prior to August 1, 2002, providing they do not thereafter become a member of the Association, shall not be subject to this fair share agreement.

10.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Executive Committee shall deduct the fair share fee from the wages of the non-member.

10.3 Such fee shall be paid to the Association by the Executive Committee no later than ten (10) days following deduction.

10.4 In the event any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The employer gives timely notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and make relevant information available at both trial and all appellate levels.

10.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of the employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Executive Committee or the Executive Committee's imperfect execution of the obligations imposed upon it by this Article.

10.6 The obligation to pay a fair share fee to the Association will not apply to any bargaining unit member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such bargaining unit member is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the bargaining unit member to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE XI

NO-STRIKE PROVISIONS

11.1 The Association and employees agree there shall be no strikes, stoppages of work, or concerted withholding of required services during the term of this Agreement.

ARTICLE XII

EFFECT OF AGREEMENT

12.1 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to , or deletion only through the voluntary, mutual consent of the parties in a written amendment.

12.2 Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

12.3 Within thirty (30) days after ratification and acceptance by both parties, the Executive Committee shall make available a copy of the Agreement to each employee. The cost of such reproduction shall be borne by the Executive Committee.

ARTICLE XIII

LABOR MANAGEMENT RELATIONS COMMITTEE

Tazewell-Mason Counties Special Education Association (“TMCSEA”) and the SOS-IEA-NEA agree to establish a committee to be known as the Labor-Management and Relations Committee (“Committee”). The purpose of the Labor-Management and Relations Committee shall be to provide a means of communication between the parties with the intent of fostering better relations and resolving potential problems.

1. The Committee shall be composed of seven (7) members. The SOS-IEA-NEA shall designate four (4) members, consisting of the SOS-IEA-NEA President or designee and three (3) members. TMCSEA shall designate three (3) members, with at least one being part of the TMCSEA's Executive Committee. Additional members of the bargaining unit and additional representatives of TMCSEA may attend such meetings whenever there are discussion items warranting such additional attendance.

2. The Committee shall meet monthly, or as deemed necessary by the Committee. The dates and times of the meeting shall be established by the Committee. However, meetings shall be held after school hours.

3. Topics for discussion shall be submitted to TMCSEA'S Administration member for preparation of an agenda at least two (2) weeks prior to the date of the meeting, and a finalized copy of the agenda shall be furnished to the SOS-IEA-NEA one (1) week prior to the meeting. If either the SOS-IEA-NEA or TMCSEA requires necessary data or information to aid in the discussion of agenda topics, each shall request the information from the other one (1) week prior to the meeting.

4. It is understood that the Committee is not established to consider grievances nor petty complaints. It is further understood that the Committee has not been established to participate in collective bargaining.

ARTICLE XIV

EARLY RETIREMENT INCENTIVE

Non-Certified Employees

The TMCSEA will for an employee retiring prior to the expiration of the current collective bargaining agreement pay non-certified employees a retirement incentive subject to the following terms:

1. The payment of the retirement incentive must not give rise to any penalty, such as an early retirement option penalty, payable by TMCSEA.

2. The retiring employee must submit to the Executive Director no later than September 1 of the year of retirement an irrevocable letter of retirement.

3. The employee must have at least 20 years of actual continuous service to TMCSEA. Interruption of service by reason of a Board-approved leave shall not disqualify an employee who otherwise has 20 years of active service.

4. The employee must be qualified to and submit application to retire under IMRF.

5. TMCSEA shall pay to the employee a bonus equal to one hundred dollars (\$100) for each year of creditable service to TMCSEA. The maximum TMCSEA will pay to an individual is three thousand dollars. The amount will be paid in the second month following retirement so as to insure that the payment does not result in IMRF employer cost to TMCSEA.

6. In the event that the terms of the IMRF statute or regulations shall change during the terms of this Agreement, and such change could result in a penalty to TMCSEA if the terms of this Article are not amended, the parties shall engage in mid-term bargaining to amend this retirement incentive in such a way to remove or reduce to the extent possible the possibility of a penalty, while still effectuating the purposes of this Section.

Certified Employees

Teachers with twenty or more years of consecutive service in the TMCSEA are eligible to receive additional benefits under the terms of this Early Retirement Incentive (ERI) as they approach retirement. To be eligible for the ERI, the teacher must retire during a specified window period. Specifically, the teacher may receive this ERI if he or she retires at the first of the following to occur:

(1) at the end of the school year in which he or she first accumulates at least thirty-five years of creditable service in TRS (including applicable credit for sick leave, military services, or alternate pension systems); or

(2) at the end of the school year (July 1 – June 30) in which the teacher reaches age 60.

The eligibility requirements of this Early Retirement Incentive have been adopted purposefully to benefit both the teachers and the TMCSEA. Specifically, the incentive is not available until the teacher can retire without the one-half percent per month reduction to his or her retirement annuity. Further, the incentive is not available unless the teacher can retire without obligating the teacher of the TMCSEA to pay any payment or penalty to TRS including, but not limited to, ERO employer or member contributions. In addition, the teacher's effective retirement date must occur at the end of the school year in which the teacher is first eligible for a non-discounted annuity from TRS so that the additional compensation remains an incentive to retire early rather than a mere severance payment. In determining these dates, teachers must consider and utilize all of their available sick leave for credible service purposes in TRS.

In order to receive the additional compensation available under this Early Retirement Incentive, eligible employees must deliver a non-revocable letter of resignation without contingency to the Director no later than August 1st of the school year which is approximately thirty-four (34) months prior to retirement. The letter of resignation must

reference an intent to retire under this Early Retirement Incentive Policy and be accompanied by the TRS member requested “Personal Statement of Benefits” and a “Benefit Estimate” indicating total years of service.

Teachers who elect to receive this Early Retirement Incentive by submitting a timely resignation as provided above shall be entitled to an increase in salary during the final three years of employment. Such teachers will be removed from the salary schedule during their last three years of employment and will be paid as follows: The teacher’s TRS Creditable Salary for the year two years prior to the year of retirement shall equal 106 percent of the TRS Creditable Salary received the prior year. The teacher’s TRS Creditable Salary for the year prior to the year of retirement shall equal to 106 percent of the TRS Creditable Salary received in the year two years prior to the retirement year. The teacher’s TRS Creditable Salary for the year of retirement shall equal 106 percent of the TRS Creditable Salary received in the year prior to retirement. The TMCSEA shall endeavor to spread the increase throughout the school year. However, the TMCSEA retains the right to make necessary adjustments to monthly pay at any time during the last three years to insure that the total received by the teacher is consistent with this Section. For purposes of this Section, a teacher’s “TRS Creditable Salary” means the teacher’s base salary together with all other amounts from all sources which are creditable earnings under TRS rules.

Notwithstanding the above, teachers who discontinue an extra-duty assignment in either the year preceding the year of retirement or the year of retirement shall have their yearly increase for that year reduced by the amount of pay for the extra duty assignment. The term “year” shall mean “school year” and not “calendar year.”

In the event that a teacher’s resignation date under this policy contemplated use of sick leave benefits for creditable service purposes and the teacher subsequently uses all or a portion of his or her available sick leave days and does not have enough remaining sick leave days available upon contemplated retirement date to retire without discount or use of the Early Retirement Option, the teacher’s resignation shall be automatically revoked and the teacher shall, subject to his or her health condition, continue employment until such time that he or she is eligible to retire at the end of a school year without a discounted annuity or under ERO. Notwithstanding the above, teachers who submit a letter of resignation to obtain the retirement incentive and subsequently experience either a divorce or death of a spouse prior to retirement shall have the right to rescind their letter of resignation prior to the retirement date contemplated by the letter of resignation.

If any teacher receives benefits under this policy and subsequently fails to retire as contemplated herein, such teacher shall be obligated to reimburse the TMCSEA for the amount of the incentive less what the teacher would have received had the teacher not been eligible for the retirement incentive. Under such circumstances, the TMCSEA is authorized to make deductions from subsequent paychecks in the maximum amount of 5% of the initial amount to be reimbursed per pay period.

In the event the Illinois Pension Code, regulations promulgated by TRS, or TRS interpretations are made, changed or modified during the effective period of this Agreement, and such interpretations or modifications have the effect of requiring employer or member contributions under this ERI, the parties shall engage in mid-term bargaining to amend this ERI in such a way that no employer or member costs shall be incurred.

DURATION

This Agreement shall be effective from August 1, 2017 through August 1, 2021.

SOS-IEA-NEA

**TAZEWELL-MASON COUNTIES
SPECIAL EDUCATION ASSOCIATION**

By: _____

By: _____

Appendix A

COTA / PTA

Step	2017-2018	2018-2019	2019-2020	2020-2021
1	27807	28157	28522	28907
2	28207	28557	28922	29307
3	28607	28957	29322	29707
4	29007	29357	29722	30107
5	29407	29757	30122	30507
6	29807	30157	30522	30907
7	30207	30557	30922	31307
8	30607	30957	31322	31707
9	31007	31357	31722	32107
10	31407	31757	32122	32507
11	31807	32157	32522	32907
12	32207	32557	32922	33307
13	32607	32957	33322	33707
14	33007	33357	33722	34107
15	33407	33757	34122	34507
16	33807	34157	34522	34907
17	34207	34557	34922	35307
18	34607	34957	35322	35707
19	35007	35357	35722	36107
20	35407	35757	36122	36507

**Appendix B
Paraprofessionals**

Step	2017-2018		2018-2019		2019-2020		2020-2021	
	TA1	TA2	TA1	TA2	TA1	TA2	TA1	TA2
1	\$12,328	\$12,878	\$12,683	\$13,233	\$13,053	\$13,603	\$13,438	\$13,988
2	\$12,628	\$13,178	\$12,983	\$13,533	\$13,353	\$13,903	\$13,738	\$14,288
3	\$12,928	\$13,478	\$13,283	\$13,833	\$13,653	\$14,203	\$14,038	\$14,588
4	\$13,228	\$13,778	\$13,583	\$14,133	\$13,953	\$14,503	\$14,338	\$14,888
5	\$13,528	\$14,078	\$13,883	\$14,433	\$14,253	\$14,803	\$14,638	\$15,188
6	\$13,828	\$14,378	\$14,183	\$14,733	\$14,553	\$15,103	\$14,938	\$15,488
7	\$14,128	\$14,678	\$14,483	\$15,033	\$14,853	\$15,403	\$15,238	\$15,788
8	\$14,428	\$14,978	\$14,783	\$15,333	\$15,153	\$15,703	\$15,538	\$16,088
9	\$14,728	\$15,278	\$15,083	\$15,633	\$15,453	\$16,003	\$15,838	\$16,388
10	\$15,028	\$15,578	\$15,383	\$15,933	\$15,753	\$16,303	\$16,138	\$16,688
11	\$15,328	\$15,878	\$15,683	\$16,233	\$16,053	\$16,603	\$16,438	\$16,988
12	\$15,628	\$16,178	\$15,983	\$16,533	\$16,353	\$16,903	\$16,738	\$17,288
13	\$15,928	\$16,478	\$16,283	\$16,833	\$16,653	\$17,203	\$17,038	\$17,588
14	\$16,228	\$16,778	\$16,583	\$17,133	\$16,953	\$17,503	\$17,338	\$17,888
15	\$16,528	\$17,078	\$16,883	\$17,433	\$17,253	\$17,803	\$17,638	\$18,188
16	\$16,828	\$17,378	\$17,183	\$17,733	\$17,553	\$18,103	\$17,938	\$18,488
17	\$17,128	\$17,678	\$17,483	\$18,033	\$17,853	\$18,403	\$18,238	\$18,788
18	\$17,428	\$17,978	\$17,783	\$18,333	\$18,153	\$18,703	\$18,538	\$19,088
19	\$17,728	\$18,278	\$18,083	\$18,633	\$18,453	\$19,003	\$18,838	\$19,388
20	\$18,028	\$18,578	\$18,383	\$18,933	\$18,753	\$19,303	\$19,138	\$19,688