

Agreement

**BOARD OF EDUCATION of the
NORTH MERRICK UNION FREE
SCHOOL DISTRICT
and
THE NORTH MERRICK FACULTY
ASSOCIATION
PARAPROFESSIONAL UNIT**



July 1, 2020 – June 30, 2024

**NORTH MERRICK FACULTY ASSOCIATION
PARAPROFESSIONAL UNIT
-and-
NORTH MERRICK U.F.S.D. BOARD OF EDUCATION**

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Agreement made as of the 8th day of January, 2021 between the Board of Education of the North Merrick Union Free School District Number 29, Town of Hempstead (hereinafter referred to as the "Board") and the North Merrick Faculty Association – Paraprofessional Unit (hereinafter referred to as the "Association").

I. **PREAMBLE**

The Board and the Association recognize a common responsibility to provide quality educational services to the community. Both parties recognize that they can best meet this responsibility through mutual respect, harmony, and cooperation.

II. **RECOGNITION**

The Board recognizes that the Association has been designated as the exclusive bargaining agent with respect to salaries, hours of work, grievances and other terms and conditions of employment for all Special Education Aides and Classroom Aides.

III. **EQUAL EMPLOYMENT AND NON-DISCRIMINATION**

The Board agrees not to discriminate against any unit member on the basis of age, race, color, creed, national origin, religion, sexual preference, political persuasion, physical handicap, veteran's status, sex, marital status, or activity on behalf of the Association.

IV. **ASSOCIATION RIGHTS**

- A. The Association shall have the right to use school buildings for the purpose of meetings.
- B. The Association shall have a conveniently located bulletin board installed in each building for its use.
- C. Association representatives shall have reasonable use of the interschool mail service to be utilized for the sole purpose of serving the members of the bargaining unit. Association representatives shall have the reasonable use of interschool telephones to transact Association business.

- D. Copies of the parties' collective bargaining agreement shall be photocopied by the District at the Board's expense within a reasonable time, not to exceed 60 days after the Agreement is signed. Distribution to the members of the bargaining unit shall be made by the Association.
- E. Meetings between representatives of the parties will be held quarterly during the school year or whenever the need for same shall arise.
- F. The President of the Association shall be entitled to release time without loss of salary if attendance at meetings with the Superintendent is required or requested by the Superintendent during his/her workday. Officers of the Association shall be entitled to release time without loss of salary for attendance at litigation hearings which pertain to the contract or the Association.

V. **PAYROLL DEDUCTIONS**

The Board agrees to deduct from the salaries of members covered by this Agreement membership dues for the Association. On this same deduction, the Board further agrees to deduct from the salaries of members, membership dues on behalf of the New York State United Teachers, and the American Federation of Teachers, provided, however, that such members shall have authorized deduction for membership dues of the Association. All dues deduction authorizations shall be in writing and signed by the member to whom it applies.

The Association shall advise the Board in writing as to the amount of such membership dues and the sums to be deducted from the regular paychecks of the members who have authorized the deductions. The Board shall remit to the Association within ten (10) days following such deduction the aggregate sum thereof and shall make available to the Association such payroll records as will enable the Association to determine the persons for whom the deduction has been made and amount deducted for each person.

The aforesaid deduction authorization shall be irrevocable during the term of this Agreement and shall continue in force and effect for each successive year thereafter, unless the member notifies both the Board and the Association in writing, by registered

mail or certified mail with return receipt requested, by September 1st, that he/she desires that the Board discontinue the payroll deduction.

Deduction for NYS Retirement Systems loans, U.S. Savings Bonds, Teachers Federal Credit Union, Tax Deferred Annuities, VOTE/COPE, and NYSUT Member Benefits shall be made for all members who authorize such deductions in writing.

VI. **TAX SHELTER ANNUITY PLAN**

Members shall be entitled upon request made reasonably in advance to participate through a payroll deduction plan in a district tax sheltered annuity program.

VII. **LEAVES OF ABSENCE**

A. All members of the bargaining unit shall be entitled to ten (10) days of sick leave per school year. Said sick leave shall be related to the employee's health. Unused sick leave shall be cumulative up to a maximum of sixty (60) days for purposes of actual illness only. No member shall be entitled to any compensation for any accumulated unused sick days.

B. All members of the bargaining unit shall be entitled to three (3) personal days of leave with pay for each school year. Any unused personal days shall be added to the member's accumulated sick leave, subject to the limitations as set forth in paragraph A above.

C. All members of the bargaining unit shall be entitled to three (3) days with pay for absences due to the death of an immediate family member to include immediate step-family.

D. Up to a one (1) year leave of absence, inclusive of FMLA and/or paid sick leave where applicable, upon recommendation of the Superintendent and approval of the Board may be granted to bargaining unit members for reasons of health, care of an immediate family member or reassignment connected with a spouse's employment. Recommendation of such leave shall not be unreasonably withheld. FMLA shall run concurrently with the use of accumulated sick leave.

E. For the purpose of this Agreement immediate family/step-family shall include mother, father, sister, brother, spouse, mother-in-law, father-in-law, child, grandparent,

daughter-in-law, son-in-law, or any relative residing in the bargaining unit member's home.

F. Commencing January 8, 2021, those unit members who become seriously ill, disabled or who experience a catastrophic event and who have exhausted his/her sick leave allowance may utilize up to thirty (30) days which have been contributed by other unit members. The Superintendent may require supporting medical documentation relating to such illness, disability, and/or catastrophic event. In the event that a seriously ill or disabled unit member seeks to utilize in excess of thirty (30) days, such approval shall be at the discretion of the Superintendent and the Board.

VIII. **PROPERTY PROTECTION**

The Board shall establish a fund of one thousand dollars (\$1,000) for the bargaining unit, which shall not be cumulative, to reimburse bargaining unit members for the damage, theft, or destruction of clothing and personal property of that which is normally worn or brought into a school building.

Personal effects shall not include jewelry, furs, automobiles, other vehicles and/or electronic equipment.

The bargaining unit member shall supply the Board with documentation of the item(s) damaged, stolen or destroyed and proof of submission to employee's personal insurance.

Total reimbursement per incident shall not exceed one hundred fifty dollars (\$150).

IX. **JURY DUTY**

Any absence due to jury duty shall be considered an excused absence and shall not be charged against sick or personal leave. Members shall continue to be paid their salary during this absence. Jury duty fees, except reimbursement for transportation, shall be returned to the Board. Bargaining unit members shall use "call in" when available.

X. **GRIEVANCES AND ARBITRATION**

A. Either party to this Agreement, upon written notice to the other, may submit a grievance for resolution in accordance with the procedure set forth herein below. For the

purposes of this Agreement, a grievance shall be defined as including all disputes concerning the meaning, interpretation, or application of this Agreement.

B. All grievances initiated by the Association shall be in writing and shall include a concise statement of the nature of the dispute, and the position of the Association with respect thereto.

C. All grievances must be presented within 14 working days after the incident or occurrence which gave rise to the grievance, or when the grievant or Association should have had knowledge of the same. Such grievances shall be resolved as follows:

Step 1:

The grievance shall be presented to the Building Principal of the member or members concerned therewith. Such principal shall then meet and confer with the designated Association school representative and such member or members. In the event the grievance is not resolved within seven (7) working days following presentation to the Building Principal, the Association shall have seven (7) working days thereafter to proceed to Step 2.

Step 2:

The grievance may be submitted to the Superintendent. The Superintendent shall meet and confer with the President of the Association and/or his/her designated representatives. In the event the grievance is not resolved within seven (7) working days following submission to the Superintendent, the Association shall have seven (7) working days thereafter to proceed to Step 3.

Step 3:

The grievance may be submitted to the Board. The Board shall then consider the grievance at its next regular or special meeting and, upon request, permit the President of the Association and/or his/her representatives to attend such meeting and present evidence, facts, and arguments in support of its position. In the event the grievance is not resolved within thirty (30) calendar days following submission to the Board,

the Association shall have thirty (30) calendar days thereafter to bring the matter to arbitration at Step 4.

Step 4:

The grievance may be submitted for resolution by the Association to an impartial arbitrator selected in accordance with the rules and regulations of the American Arbitration Association then obtaining. The arbitrator so selected shall hear the matter without delay and issue his/her award within thirty (30) calendar days thereafter. Such award shall be advisory upon the parties. However, grievances filed under Article XII of this Agreement shall be final and binding upon the parties. The cost and expense of the arbitration shall be divided equally between the Board and the Association.

D. If a grievance is filed on or after June 1st, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as possible.

E. At any level, the failure of an administrator to communicate his/her decision to the Association within the specified time limits shall permit the Association to proceed to the next level.

F. If in the judgment of either party, a grievance concerns the Association, a group or class of members, or arises from the action or policy of the Superintendent or Board, it may be submitted directly to Step 2 as described above.

G. All grievances initiated by the Board shall be submitted in writing to the President of the Association and shall include a concise statement of the nature of the dispute and the position of the Board with respect thereto.

H. The failure of an aggrieved party to raise a grievance within the prescribed time period, or to proceed to the next step within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered, and shall constitute a waiver of any future appeal concerning the particular grievance. However, in the event new facts are obtained which were not previously known to the aggrieved party (or which new facts he/she had no reason to have knowledge) but which, if known would have influenced the disposition of the grievance, the presentation of such information to the parties in interest

shall constitute grounds to reopen the grievance procedure at the level at which it had been terminated, provided such reopening occurs within fourteen (14) working days of knowledge by the grievant of the new facts. Furthermore, in the event a decision has been rendered in a grievance and the decision has not been implemented, or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at the level at which it had been terminated.

XI. CONFORMITY TO LAW-SAVINGS CLAUSE

A. The parties hereto shall comply with all provisions of this Agreement, unless and until any provision or provisions are held to be contrary to law by the Court of Appeals of the State of New York or any lower court of competent jurisdiction from whose judgment no appeal has been permitted or taken by the aggrieved party. In the event any provision or provisions hereof are held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties hereto shall meet forthwith for the purposes of modifying the same to conform with law and/or negotiating provision or provisions in lieu thereof.

B. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

XII. DISCIPLINE AND JUST CAUSE

No member of the bargaining unit shall be disciplined, discharged, reduced in compensation as a disciplinary measure, or have an adverse evaluation or communication of any kind placed in his/her personnel file without just and sufficient cause. Where disciplinary action is taken, the Board shall provide the individual employee and the Association with a written statement of charges against him/her including the alleged facts upon which the disciplinary action is based.

Any grievance filed under this Article shall be initiated at Step 2 of the Grievance and Arbitration Procedure. The Superintendent shall within ten (10) workdays after the

grievance meeting issue a written response to the grievance to the aggrieved bargaining member and the Association.

Notwithstanding the provisions of the Grievance and Arbitration Procedure the Association may submit the matter to expedited arbitration in accordance with the American Arbitration Association's Expedited Labor Arbitration Rules. The decision of the Arbitrator in such cases shall be final and binding upon the parties.

XIII. PROBATIONARY PERIOD

Members of the bargaining unit assigned to a work week of twenty-five (25) hours or more shall serve a three (3) year probationary period. Full-time Kindergarten Special Education Aides who are restricted by the length of the Kindergarten student day shall be considered full time for the purpose of a probationary period.

In the event that during this probationary period any bargaining unit member is to be terminated, the District shall procedurally follow Sections 3031 and 3019(a) of the Education Law of New York State.

For the purpose of the aforementioned probationary period, the three (3) year period shall be deemed to commence on the first day of regular assignment as a Special Education Aide and/or Classroom Aide.

XIV. PROFESSIONAL COMPENSATION

A. The basic salaries of members covered by this Agreement are set forth in Appendix A (Schedule A) - Hirees employed prior to May 1, 2005 and Appendix A (Schedule B) - Hirees employed May 1, 2005 and thereafter. Members employed at other than full time shall have a prorated salary.

B. Effective July 1, 2020, an increase of 1.50% plus step;

C. Effective July 1, 2021, an increase of 2.25% plus step;

D. Effective July 1, 2022, an increase of 2.50% plus step;

E. Effective July 1, 2023, an increase of 2.75% plus step;

F. Unit members covered shall be paid biweekly, on every other Friday (or Thursday if Friday is a recognized holiday). Members shall have the choice of receiving their payment in 21 or 25 equal payments. Commencing January 8, 2021, members will

receive their payment by direct deposit into their designated bank account. Deductions, as required by law, shall be taken from these payments.

G. Fingerprinting shall initially be paid for by the employee, who shall be reimbursed by the District after one month of employment.

XV. WORK YEAR

The maximum number of days of required member attendance shall be the student attendance days plus up to three (3) additional days to be used for Staff Development or Superintendent Conference Days.

Such days in addition to student attendance shall not exceed six (6) hours per day. Each member of the bargaining unit shall receive notice of additional days prior to the end of the preceding school year.

XVI. WORKDAY

A. The workday for full-time members covered by this Agreement shall be five and three-quarter (5.75) hours exclusive of the lunch period. The work week for full-time members shall be twenty-eight and three-quarter (28.75) hours.

B. Members shall be required to sign in when arriving at school and to sign out when leaving school on the standard district sign in sheet.

C. All full-time members shall be entitled to an uninterrupted lunch break equal to the length of and coinciding with one of the regularly scheduled student lunch periods each day, during which time they shall not be required to perform any duties.

D. Members scheduled for five (5) or more, but less than five and three quarter (5.75) hours per day shall be entitled to a minimum of a twenty (20) minute unpaid break per day during the normal workday.

E. Members of the bargaining unit shall be free to leave the school building during their lunch/break period.

XVII. WORKING CONDITIONS

All members of the bargaining unit shall receive a copy of their work schedule for the coming year prior to July 1st of each school year. It is understood that such hours are tentative and subject to change.

Members shall not be assigned to regular (i.e., not special ed.) lunch duty. This shall not preclude a member from voluntarily accepting a regular lunch duty.

Members shall not be required to work under unsafe, unhealthy, or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being, nor to work in rooms with inadequate ventilation or heating. Nothing herein is intended to supersede or exceed the standards set by any governmental agency having jurisdiction over the foregoing.

Part time special education aides may be assigned to special education lunch, however, this shall not preclude a special education aide from voluntarily accepting a non-special education lunchroom duty. Classroom aides may be assigned to lunch duty as part of their assignment.

XVIII. INSURANCE BENEFITS

A. Health/Dental Insurance:

The Board shall provide individual and family coverage pursuant to the EMPIRE Core Plan Plus, all possible enhancements in effect on June 30, 2003 to full time (i.e., 28.75 hours per week minimum) members of the bargaining unit. The Board shall pay 85% and the members shall pay 15% of the cost of the coverage. Effective July 1, 2016, any newly hired member who chooses to participate in the Health Insurance program will contribute 20% of the coverage.

Members of the bargaining unit who elected to participate in the Health/Dental Insurance prior to June 15, 2004 shall continue to be entitled to such coverage. In the event that there should be a reduction in hours to less than 20 hours per week:

1. If the reduction to less than 20 hours per week is voluntary, then such employee will be ineligible to participate in the Health/Dental Insurance program.

2. If the reduction to less than 20 hours per week is involuntary, then such employee shall continue to be eligible to participate in the Health/Dental Insurance program. In the event that such employee shall thereafter decline additional hours which would result in 20 or more hours per week, then such employee shall thereupon be ineligible to participate in the Health/Dental Insurance program.

Commencing January 8, 2021, the Board shall make available dental insurance coverage, with full cost for such coverage being assumed by the participating unit member, to all unit members who are not receiving dental insurance through some other benefit. In lieu of Health Insurance, members who are entitled to receive health insurance shall have the option of receiving individual Dental coverage at no cost. Such Dental coverage shall be equal to or better than the Plan of Dental Insurance in effect on June 30, 2003. Family dental coverage shall be made available at the member's cost.

Full-time members who decline participation in the Health/Dental Insurance program shall receive two (2) payments totaling the full premium of Individual Dental Insurance. Such payments shall be made in the first paycheck in January and the last paycheck in June.

Members who have declined to participate in the District's Health/Dental Insurance Plan shall, upon request, be reinstated to coverage under the District's Health Insurance Plan subject to the rules and regulations of the Health Insurance Plan in effect. If the member requests reinstatement during a school year, the member shall receive a prorated portion of the amount designated. This change can be made once a year.

B. The district shall provide all members with the opportunity to participate in a Flexible Benefit Plan, pursuant to IRS, section 125, for the purpose of salary reduction for the payment of health premiums and additional options.

XIX. PROTECTION OF MEMBERS

A. If a member is assaulted or injured in connection with his/her employment, he/she shall immediately give the Superintendent written notice of that fact.

B. Whenever a member is absent from employment and unable to perform his/her duties as a result of personal injury occurring in the course of his/her employment, for

which he/she is eligible to receive Worker's Compensation payments, he/she will be paid his/her full salary for the period of his/her absence, less the amount of any Workers' Compensation award made for disability due to said injury to a maximum of thirty (30) working days. No part of such absence will be charged to his/her annual or accumulated sick leave. The Board may request a reasonable number of physical examinations by a doctor selected by mutual agreement with the Association.

XX. SENIORITY, LAYOFF AND RECALL

A. Seniority shall be defined as the number of years of consecutive service as an employee of the Board within a job classification, namely: Special Education Teacher Aide within the District as of the date of appointment.

B. In the event it becomes necessary to abolish unit positions, excessing shall be made on the basis of inverse order of district-wide seniority within job classification.

C. In the event that after the beginning of the school year a position, by reason of services no longer being required, is eliminated every effort shall be made to continue the employment of the member. Should the district be unable to continue such employment for the current school year the member shall be rehired in the same capacity, for the following school year and previous seniority shall be applied. The district shall at no time be obligated to create a position in order to continue employment.

D. All employees who are excessed shall be placed on a recall list in order of district-wide seniority. Should a position within job classification become available, the employee shall be notified of the open position. Each such individual shall be given a minimum of five (5) business days to accept or reject employment in the open position. All such individuals shall be given the right to refuse such employment for a maximum of three (3) years before having his/her name removed from the list.

XXI. ADDITIONAL HOURS

Insofar as practicable during the school year, any additional hours of unit work shall be offered to bargaining unit members on the basis of District-wide seniority before being offered to non-bargaining unit members.

This provision shall not apply if the hours are increased for a child to whom a unit member has already been assigned.

XXII. POSTING OF POSITIONS

Any bargaining unit positions that become vacant or created shall be posted in each building for five (5) working days to permit convenient application thereof. Notification of positions that become available when school is not in session shall be mailed to the unit President. Preference in filing such positions shall be given on the basis of District-wide seniority from among bargaining unit members.

XXIII. EVALUATION AND FILES

A. Evaluations (and observations) of bargaining unit members shall be conducted for the purpose of determining levels of performance and improving proficiency.

B. The work performance of all unit members shall be evaluated in writing and the member shall be advised of the same. Any member dissatisfied with his/her evaluation shall have the right to file a written reply which shall be appended to the evaluation. When insufficiencies in performance occur, the Administration and the Association shall make every reasonable effort to assist the member in correcting the same.

C. No material derogatory to a member's conduct, service, character, or personality shall be placed in the files unless the member has had an opportunity to read the material. The member shall acknowledge that he/she has read the material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. The member shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

D. An incident which has not been reduced to writing within five (5) months of its occurrence or within five (5) months after it became known to the District, exclusive of the summer vacation period, may not be later added to the file.

E. Upon request by the unit member, he/she shall be permitted to examine his/her file. A member shall be entitled to have a representative of the Association accompany him/her during such examination if he/she so desires.

F. The member shall be permitted to have any material in his/her file reproduced.

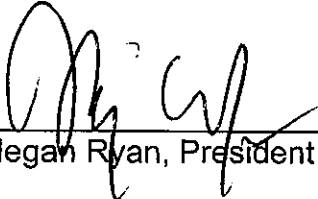
XXIV. MAINTENANCE OF STANDARDS AND BENEFITS

A. All general conditions of employment practices and benefits, including but not limited to work hours, leaves and general working conditions shall be maintained at not less than the prevailing standards in effect for unit members in the District upon the execution of this Agreement, provided, however, that such conditions shall be improved for the benefit of unit members in accordance with the express provisions of this Agreement. This Agreement shall not be interpreted or applied so as to decrease the professional advantages and benefits heretofore enjoyed by members, unless expressly stated herein.

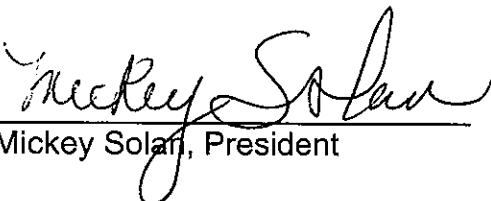
B. Rules and regulations governing the activities of members within school buildings shall be uniform throughout the District.

The term of this Agreement shall be retroactive from July 1, 2020 to June 30, 2024.

North Merrick Union Free School District

By  Date 5/8/2021
Megan Ryan, President

North Merrick Faculty Association Paraprofessional Unit

By  Date 4/15/21
Mickey Solari, President

Appendix A

North Merrick Faculty Association Paraprofessional Unit

Schedule A- Hires Prior to 5/1/2005

		<u>1.50%</u>	<u>2.25%</u>	<u>2.50%</u>	<u>2.75%</u>
	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
<u>Steps</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>
1	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
2	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
3	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
4	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
5	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
6	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
7	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
8	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
9	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
10	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
11	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
12	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
13	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
14	\$24,621	\$24,991	\$25,554	\$26,193	\$26,914
15	\$24,959	\$25,334	\$25,905	\$26,553	\$27,284

Schedule B- Hires On or After 5/1/2005

		<u>1.50%</u>	<u>2.25%</u>	<u>2.50%</u>	<u>2.75%</u>
	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
<u>Step</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>
1	\$14,594	\$14,813	\$15,800	\$16,195	\$16,641
2	\$14,886	\$15,110	\$15,900	\$16,298	\$16,747
3	\$15,181	\$15,409	\$16,000	\$16,400	\$16,851
4	\$15,487	\$15,720	\$16,100	\$16,503	\$16,957
5	\$15,796	\$16,033	\$16,394	\$16,804	\$17,267
6	\$16,114	\$16,356	\$16,725	\$17,144	\$17,616
7	\$16,435	\$16,682	\$17,058	\$17,485	\$17,966
8	\$16,761	\$17,013	\$17,396	\$17,831	\$18,322
9	\$17,100	\$17,357	\$17,748	\$18,192	\$18,693
10	\$17,442	\$17,704	\$18,103	\$18,556	\$19,067
11	\$17,442	\$17,704	\$18,103	\$18,556	\$19,067
12	\$17,442	\$17,704	\$18,103	\$18,556	\$19,067
13	\$17,442	\$17,704	\$18,103	\$18,556	\$19,067
14	\$17,442	\$17,704	\$18,103	\$18,556	\$19,067
15	\$17,780	\$18,047	\$18,454	\$18,916	\$19,437