

**AGREEMENT BETWEEN**

**Central Linn  
School District #552C**

**AND**

**Oregon School Employees  
Association  
Chapter #87**

**July 1, 2021 to June 30, 2025**

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## Article 1 – Preamble/Recognition

- 1.1 This contract is made and entered into this July 1, 2021, by the Oregon School Employees Association, Chapter 87 (hereinafter referred to as the “Association”), and the Board of Education of Central Linn School District No. 552C (hereinafter referred to as the “Board”).

Now, therefore, the parties hereto agree to be bound by the articles set forth on this page and in the following attached pages.

- 1.2 The Board recognizes the Association as sole and exclusive bargaining representative for all the classified employees in the unit excluding supervisory, temporary, substitute, confidential, exempt and grant-funded employees (other than special education and Title I) and as defined herein.

1.3 **Definitions:**

1.3.1 **Employee** – The term “employee” shall include all bargaining unit employees unless specifically excluded.

1.3.2 **Substitute Employee** – A “substitute employee” is one hired for the purpose of filling a vacant position for a short time period or of an employee on District authorized leave.

1.3.3 **Temporary Employee** – A “temporary employee” is one who is hired for a limited period of time in one (1) contract year. Temporary assignments which exceed one (1) contract year shall be considered regular and filled in accordance with the terms of this agreement.

1.3.4 **Supervisory and Confidential Employees** – Defined in accordance with ORS 243.650.

1.3.5 **Exempt Employees** – An exempt employee is someone with specialty skills and District level responsibilities under the direct supervision of the Superintendent and shall be classified as such at the discretion of the Superintendent.

1.3.6 **Grant-Funded Employees** – A “grant-funded employee” is one who is hired for a specific project or purpose and compensated primarily from grant funds for a limited or specific period of time in accordance with the grant(s).

## **Article 2 – Management**

2.1 All rights and responsibilities to manage and operate the school system not specifically limited by this Agreement are retained by the Board.

### **2.2 Funding**

The parties recognize that revenues to fund the compensation provided by this Agreement must be approved by established budget procedures. All such compensation is, therefore, contingent upon sources of revenue. Because of this, the District cannot and does not guarantee any level of employment, either in quantity or length of service, in the bargaining unit covered by this Agreement.

2.3 The District has the right and responsibility to assign working hours and days.

### **Article 3 – Association Dues Checkoff**

- 3.1 The Board agrees to deduct from the wages of new employees the payment of dues to the Association authorized in writing by each employee on the form and invoice provided by the Association.
- 3.2 The Board further agrees to continue to honor present dues deduction authorization executed by the employee in favor of the Association.
- 3.3 The Board agrees to transmit the dues deducted in 3.1, and 3.2 to the State office of the Oregon School Employees Association.
- 3.4 The Association agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Article.

## **Article 4 – Association Rights and Responsibility**

- 4.1 The Association or Committees of the Association shall be allowed the use of the facilities of the District for the purpose of conducting Association business. It shall be the Association's responsibility to notify the administration of its desire to use District facilities and to work with the administration in scheduling Association business.
- 4.2 The Association shall be allowed use of such office equipment and supplies as needed to provide duplicating and information to the employees. The Association shall maintain a record of all uses, including long distance phone calls, and reimburse the District for the cost.
- 4.3 The Board shall provide the Association with reasonable bulletin board space for the use of the Association in communication with employees. Such bulletin boards shall be available in any building where employees are working.
- 4.4 The Association shall have the right to use interschool mail facilities, school mailboxes, telephones, fax machines and electronic mail for Association business with classified employees in the bargaining unit. The District's electronic mail system may be used by the union for union-related communications including, be not limited to, communications related to: A) Collective bargaining, B) Grievance or other dispute investigations, C) Governance of the Union. All Association communications must clearly identify as Association authorship. All usage is subject to the provision of law (HB 2016).

## **Article 5 – Workday/Workweek/Overtime**

### **5.1 Workday**

An employee in the bargaining unit shall not be required to work more than forty (40) hours per week without compensation of time and one-half of the employee's regular rate of pay.

5.1.1 Employees who work less than forty (40) per week may take flex time with District approval in lieu of regular pay at the rate of one (1) hour flex time for each hour worked over their regularly scheduled shift if they so choose. Flex time to be arranged with the building principal and used within one (1) week (Sunday-Saturday). Any hours worked over forty (40) hours per week are not flex time and shall be compensated as overtime at the one and one-half (1 ½) hour rate.

5.1.2 Overtime is calculated based on hours actually worked. Leave time and holidays do not count towards hours worked. The required overtime pay is one and a half (1.5) times the hourly rate for actual hours worked in excess of forty (40) hours in a work week.

5.1.3 Classified employees do not receive a paid lunch.

### **5.2 Call Back**

When employees are called back to work after their regular scheduled day for such reasons as emergencies from vandalism, fire, theft, damage, and other causes, they shall be compensated for a minimum of one (1) hour at the rate of time and one-half of that employee's regular rate of pay.

5.2.1 When employees are called back for reasons outlined in Article 5.2 to work on paid holidays specified in this contract, they shall receive twice their hourly rate for all hours worked on these days in addition to holiday pay.

### **5.3 Work Week**

For the purpose of payment of overtime rates and flex time, the work week begins at 12:01 A.M. on Sunday and ends at midnight the following Saturday.

### **5.4 Assignment of Extra Hours – Custodial and Transportation**

5.4.1 Prior to September 1 of each school year, the Transportation Supervisor shall arrange the names of all transportation staff in order of District seniority for purposes of establishing overtime rotation boards for the department. The transportation list will be posted in each building. Employees hired on or after September 1 of each year will be placed at the bottom of the list. Only overtime authorized in advance by the supervisor will be permitted.

- 5.4.2 When extra hours are contemplated (such as Saturday or Sunday assignment or extra trips), the District official when possible shall provide a 48 hour notice and shall offer the opportunity to work the day(s) or hours to the first person listed on the overtime board for the building or department. If the person accepts or declines the offer, his/her name shall be moved to the bottom of the list. The offer of this assignment or of the next assignment shall be made to the next person listed. The person's name shall then be moved to the bottom of the list and so on until all persons have had an opportunity for an assignment, whereupon, the rotation shall begin again.
- 5.4.3 In the event that no one accepts the assignment, the District may assign any person(s) on the list to the assignment provided, however, that no employee shall be assigned, consecutively to an involuntary Saturday and/or Sunday assignment. An involuntary assignment shall not cause rotation of names on the rotation board.
- 5.4.4 Employees who have not indicated a desire to work on Saturday or Sunday shall not be required to work on Saturday or Sunday except:
1. Unless sufficient numbers of persons in the classification fail to volunteer in which case employees will be assigned in the inverse order of the classification seniority within the building; or
  2. In the event of an emergency; or
  3. In the event the assignment requires special skill.

Overtime for work on Saturday and Sunday will be paid only when it causes the pay period to exceed forty (40) hours for that work week. Except in given cases of emergencies, employees assigned to work on Saturday or Sunday shall be given, where practical, a minimum of two (2) days' notice.

## **5.5 Split Shift**

Employees in the bargaining unit other than bus drivers shall not be required to work a split shift if employed currently in a regular position prior to November 1, 2007.

- 5.6 The District may not use substitutes to avoid overtime for bus drivers, however, where no regular drivers are available substitute drivers may be used to drive activity runs.
- 5.7 Any grievance taken from this article shall not proceed past Level Three – Board of Directors.



## Article 6 – Layoff/Recall

- 6.1 In the event it is determined that a layoff is necessary, the Board will use job category seniority within the affected job classification to determine which employees will be laid off. Such layoffs in a job category shall be by inverse order of hire into that job category. If two (2) or more employees subject to layoff have equal job category seniority, the determination shall be made first by seniority within the job classification category, then District seniority, and finally by lot. Employees reclassified as a result of this agreement will retain current classification seniority.

- 6.1.1 An employee is deemed to be on layoff status when the employee's remaining work hours have been reduced by 25% or more, based upon the employee's total, normal annual work hours.

### 6.2 Layoff Procedure

#### 6.2.1 Classification/Categories

For the purpose of the layoff process, classification and job categories are defined as follows:

***Food Service Classification: Categories*** (this includes the following job categories): Cook and Food Service Assistant;

***Educational Assistants Classification: Categories*** (this includes the following job categories): Distance Learning, Education Assistant, Library Technician, Speech Language Pathologist Assistant; Student Supervisor Assistant, and Transition Assistant;

***Facilities Technician Classification: Category*** (this includes the following job category): Facilities Technician;

***Office Classification: Categories*** (this includes the following job categories): Accounting Clerk, Office Assistant, School Secretary, Department Secretary;

***Transportation Classification: Categories*** (this includes the following job classifications): Bus Driver, Bus Monitor, Mechanic, and Student Transporter.

#### 6.2.2 Notice

Whenever the Board determines that a layoff is necessary, it shall notify the Association within forty-eight (48) hours of the time of that decision. Affected employees shall be notified at least thirty (30) days prior to the effective date of the layoff. When affected employees are notified, the District shall provide the Association with a copy of the seniority and layoff lists.

### 6.2.3 Seniority

District seniority shall mean a classified employee's total length of continuous service with the District since his/her last date of hire as a regular employee. Job classification seniority shall mean an employee's total length of continuous service within a job classification since his/her last date of hire into the job classification. Job category seniority shall mean an employee's total length of service within a job category since his/her last date of hire into the District. Seniority is not accrued during layoff status.

All authorized leave with pay shall be considered as continued employment for the purpose of computing seniority. An employee shall lose all seniority credit in the event of voluntary or involuntary termination. An employee who is laid off and who is subsequently reinstated shall have his/her full seniority earned prior to layoff restored, but shall not earn seniority during his/her layoff status.

### 6.2.4 Bumping

Bumping will occur in reverse order of seniority. An employee wishing to exercise bumping rights must notify the Superintendent in writing within five (5) working days of layoff notice.

1. **Within job category** – An employee whose position is reduced in hours in accordance with 6.1.1, above, and who has greater job category seniority may bump the employee with the next lesser category seniority that provides the same annual hours of employment, provided the laid off employee is qualified for the position as determined by the administration.
2. **Within job classification category** – If there are no positions within the same job category that provide the same annual hours at the time of layoff, the employee shall then be eligible, based on his/her job classification seniority, to bump the employee with the next lesser job classification seniority in a lower job classification that provides the same annual hours of employment, provided the laid off employee is qualified for the position as determined by the administration. A "lower job classification" is based on the rank order of the salaries within the same job classification in Section 6.2.1.
3. A laid-off employee may choose to bump into a position within his/her job category or job classification that provides less than their total annual hours of employment at the time of layoff if there are no other jobs available into which he/she is eligible to bump, provided the employee is qualified as determined by the administration. However, by doing so, the employee remains eligible to recall into a position with greater total annual hours of employment, up to the level worked at the time of his/her layoff, if it becomes available during the recall period.

4. Employees choosing to bump as outlined in (2) and/or (3), above, will enter the new job category or job classification at the same experience step at the time of layoff.
5. Pay Scales A and B can also bump beyond classification to other Pay Scale A and B positions respectively if a position is not available within classification and employee is qualified for said position as determined by the Superintendent.

### 6.3 Recall

- 6.3.1 When forces again increase, the employees shall be returned in the inverse order in which they were laid off. In such cases, seniority shall be used to determine the order of layoff and return to work, consistent with the employee's ability to perform the job to which his/her seniority entitles him/her, as evidenced by the employee's performance evaluation.
- 6.3.2 The employees shall have recall rights for a period of twenty-seven (27) months following the date of layoff. At the end of the twenty-seven (27) month period, the employee shall be considered to have voluntarily resigned in good standing.
- 6.3.3 Employees should inform the District at the time of layoff of an address to which recall notice may be sent. It shall be the responsibility of the employee to inform the District of any changes of address.
- 6.3.4 The employee must respond to a recall notice including his/her willingness to be recalled within fourteen (14) calendar days of the District's mailing a certified letter to the employee's address as contained in the District's records. If the employee cannot be reached at his/her last known address, or fails to respond within fourteen (14) days as outlined above, or if he/she rejects any position within his/her job classification that provides the same annual hours of employment worked at the time of layoff, the employee shall be deemed to have waived all rights of recall and shall be considered a voluntary resignation in good standing. An employee shall not be required to accept employment that requires more annual hours of employment than worked at the time of layoff.
- 6.3.5 Should an employee accept a position with the District in a lower salary range or shorter hours, the employee shall retain all rights to be recalled to the higher range and hours.

**Example** – If an eight (8) hour Facilities Technician vacancy occurs, first the District will comply with Section 6.2.3 giving present senior employees an opportunity for the position and then if there are any employees either on layoff or recalled employees with shorter hours, the senior employee who had already been recalled would have precedence over the laid-off employee.

6.3.6 In the event an employee is laid off by the District, the laid-off employee shall be provided with the following:

1. Severance pay equal to two (2) week's salary, provided, however, that an employee that is currently on the recall list, and that is called to serve as a substitute shall not be entitled to receive additional severance pay as a result of the call to substitute.
2. The District shall continue its contribution to the health benefit plan (as stated in this Agreement) for one (1) pay period after the effective date of the layoff or until the employee is re-employed, whichever occurs first. Laid-off employees will then have the option to continue health insurance programs in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

## **Article 7 – Personnel Records**

- 7.1 The personnel records of any employee in the bargaining unit shall not have any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material or a statement by a supervisor that the employee has been shown the material and has refused to sign or initial such information. The employee shall have the right to make a written statement relating to any evaluation, reprimand or other document relating to District job performance placed in the personnel file. Such employee statement shall be attached to the document and both shall be signed and dated by the employee.
- 7.2 At the employee's request, letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel records and shall be removed and destroyed no later than three (3) years after they have been placed in the employee's personnel file, provided the employee has maintained a clear record during those three (3) years, and the Superintendent approves the removal of the materials. Materials that are not approved for removal by the Superintendent after three (3) years shall be removed and destroyed no later than five (5) years after they have been placed in the personnel file, provided the employee has maintained a clear record during those five (5) years. All available documents which are to be used to discipline an employee must be in the personnel file.

## **Article 8 – Separability of Provisions**

- 8.1 In the event that any provision of this contract shall at any time be declared invalid by any court or competent jurisdictions, such decision should apply only to a specific article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect.

## Article 9 –Compensation

### 9.1 Salary Schedule

9.1.1 Employees who are eligible to receive step movement will move one column each year of this contract. Steps represents a 2.5% increase.

- 2021-2022 The salary schedule will be adjusted with a 1.5% cost of living adjustment.
- 2022-2023 The salary schedule will be adjusted with a 1.5% cost of living adjustment.
- 2023-2024 The salary schedule will be adjusted with a 1.5% cost of living adjustment.
- 2024-2025 The salary schedule will be adjusted with a 1.5% cost of living adjustment.

Step increases for all eligible employees shall occur July 1, of each year of the contract.

9.1.2 For each year of this contract, employees who are at the top of the salary scale, will receive a bonus; \$1,000 for year one, \$1,100 for year two, \$1,200 for year three and \$1,300 for year four. Each year bonuses will be spread over ten months.

9.1.3 On the 10<sup>th</sup> anniversary date of hire, employees will receive a \$500 bonus. On the 15<sup>th</sup> anniversary date of hire, employees will received a \$750 bonus. On the 20<sup>th</sup> anniversary date of hire, employees will receive a \$1,000 bonus. On the 25<sup>th</sup> anniversary date of hire, employees will receive a \$1,250 bonus. On the 30<sup>th</sup> anniversary date of hire, employees will receive a \$1,500 bonus. During the period of July 1, through June 30, these payments will occur on regular October, January, April and June payrolls using pay period cutoff dates. For purposes of calculation, unpaid leaves in excess of 30 days will not count toward seniority or longevity bonuses.

9.1.4 Direct deposit of pay is required for all employees covered under the bargaining unit. Employees have the option to utilize a direct deposit deduction for distribution to multiple accounts. During September, January, and April pay periods employees may temporarily suspend distribution to accounts other than the primary payroll account with notification to payroll by the 10<sup>th</sup> of the designated month.

9.1.5 The District will grant two (2) draws per school year at the employee's request, which will be deducted from the current month's paycheck.

One (1) subsequent draw will be permitted within the school year for emergencies. The employee must state the specific emergency listed below on the employee draw request form. Emergency is defined as an unusual, unforeseen

event or unavoidable condition that requires immediate financial resources by the employee. Allowable emergency draws are permitted for the following reasons:

- death in family necessitating unforeseen expenditures or travel;
- major car repair such as engine, transmission, or catastrophic failure (not to be confused with minor repairs, maintenance, tires, etc.);
- automobile accident leading to loss of vehicle use;
- accident or sickness (self or family) requiring immediate substantial cash outlay;
- destruction or major damage to home requiring immediate substantial cash outlay;
- theft of cash representing major portion of most recent pay;

Pay advances are limited to 60% of the value of the employee's regular monthly gross wages. Payroll deductions will be taken and a check will be issued for the net amount. Each draw will be deducted from the current month's paycheck, or the following month's paycheck at the district's discretion unless other arrangements have been made with the Superintendent.

The maximum number of draws that may be taken in any school year is three (3).

- 9.2 The District shall pay a 6% employee contribution to the Defined Contribution Individual Account program of the Oregon Public Service Retirement Plan (OPSRP).
- 9.3 New employees starting with the District must work a minimum of six months prior to July 1, before advancing on the salary schedule. The exception will be educational assistants meeting highly qualified status which must be accomplished within four months from date of hire.
- 9.4 Step increases for all eligible employees shall occur July 1, of each year of the contract.
- 9.5 Placement based on prior experience.
- 9.6 The Board will establish the school calendar and employee work year prior to July 1, of each year.
- 9.7 Employees within the provision of this contract who are required by the District to attend workshops, classes or any other activities shall be compensated for the time required at such function at their regular rate of pay as though they had worked, unless that attendance is part of the plan-of-assistance or the employee self-volunteers to attend.
- 9.8 Retirees returning to work in the district as substitutes will be paid their last wage as a regular employee.



## **9.9 Meals and Lodging**

9.9.1 A meal allowance will be paid for all District authorized out-of-town trips with a per day maximum not to exceed \$50. To be reimbursed, the employee must provide a dated itemized meal receipt. If meals are provided by the organization planning the trip, the allowance will not be paid.

9.9.2 Lodging will be paid by motel or hotel receipt at the rate of up to \$155 per night excluding tax. Lodging cost of more than \$155 per night must have the prior approval of the Superintendent or designee.

## **9.10 Working Out of Range**

Any employee assigned to perform duties of a higher paid position for four (4) consecutive days shall be considered to be working out of range. When an employee is assigned to perform duties out of range for four (4) consecutive days or longer, such employee shall be paid, on the higher job classification range at his/her current step level beginning on the fifth (5<sup>th</sup>) day.

## **9.11 Compensation when Promoted**

An employee promoted or reclassified to a classification on a higher pay grade shall be placed on the step of the pay grade that proves an increase to his/her present rate of pay with written authorization from Superintendent.

## **9.12 Voluntary Activities**

Classified employees who, during off duty hours, voluntarily agree to sell or take tickets, run the clock, announce games or chaperone students shall be compensated at the rate of base step A1 per hour. This activity is voluntary. Nothing in this section shall prohibit the District from securing volunteers or hiring of non-Association members.

## **9.13 Transportation**

9.13.1 Bus driver's standby-time shall be paid at \$13 per hour starting 2021-2022 and increasing \$0.50 per hour each year thereafter.

Standby times are periods of time when employees are engaged in waiting period at their duty stations.

9.13.2 Bus drivers shall be guaranteed a minimum of two (2) hours at their regular rate of pay whenever they are called in for a run.

9.13.3 Bus drivers shall be compensated during active months of employment, September thru June, a retention bonus of \$200 per month.

## Article 10 – Benefits

10.1 Paid holidays for employees in the bargaining unit shall be:

Memorial Day	Thanksgiving Day/Day Following
Independence Day*	Christmas Day
Labor Day	New Year's Day
Veterans Day	Presidents Day
Martin Luther King, Jr. Day	

\* Employees with regular work schedule/calendar of at least 250 days.

In addition to existing holidays, employees with regular work schedule/calendar of at least 250 days shall receive either the workday before Christmas or the workday after Christmas as a paid holiday. Some employees may be granted the workday before Christmas and some may be granted the workday after Christmas. The supervisor shall inform all employees as to the day selected for the holiday no later than December 15.

10.2 When employees are called back for reasons outlined in Article 5.2 to work on paid holidays specified in this contract, they shall receive twice their hourly rate for all hours worked on these days in addition to holiday pay. Reference 5.2.1

10.3 All employees who have a regular work schedule/calendar of at least 250 days covered by this agreement shall be entitled to paid vacation benefits as outlined in this agreement.

10.3.1 Newly-hired employees begin earning vacation credit from the first pay period after the date of their hire.

10.3.2 From the date of hire, an employee shall receive paid vacation earned at the rate of five/sixths (5/6) day paid vacation for each month.

10.3.3 Earned vacation may be taken under the provision of Article 10.4 at the end of the probationary period.

10.3.4 Beginning on the sixth (6<sup>th</sup>) July 1<sup>st</sup> of employment following the employee's date of hire, an employee shall receive paid vacation earned at the rate of five/fourths (5/4) day paid vacation for each month.

10.4 With the approval of their supervisor, employees may take earned vacation in any combination of days or weeks at a time and at any time during their normal work year. Every effort will be made to allow for the employees vacation request.

10.5 It should be noted that vacation time is not accumulative from year to year. It is the intent of the District that accrued vacation time be used the year after it is earned.

## **10.6 Sick Leave**

- 10.6.1 An annual ten (10) days of sick leave shall be granted with full pay. Twelve month employees shall be entitled to two (2) additional days of sick leave. Sick leave will accrue as it is earned. Unused sick leave accumulates on an unlimited basis. Sick leave shall mean absence from duty because of an employee's or member of his/her immediate family's illness or injury.
- 10.6.2 "Day" is defined as the number of hours a person works per day for the school District.
- 10.6.3 When an employee will be absent from work, the employee shall give notice to the Superintendent or the person designated by the Superintendent to receive such notice. If the absence is for consecutive days, the Superintendent should be notified of the probable date of return. If the absence is due to illness five or more work days consecutively, the Superintendent may require a doctor's statement.
- 10.6.4 Upon retirement, employees with (10) consecutive years of employment, and eligible for retirement under PERS requirements, the District will pay the retiree a bonus in recognition of his/her years of service for accumulated sick leave. Bonus calculated at \$0.25 per hour value of remaining leave. (i.e.: employee earns \$10 per hours, has 100 hours leave equates to \$1000 value. Paid at \$250). This benefit pertains only to OPSRP employees. PERS Tier I/II employees receive sick leave calculation benefit with PERS distribution.

## **10.7 Maternity/Parental Leave**

The District acknowledges the Federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).

## **10.8 Bereavement Leave**

Upon request, up to and including four (4) days of bereavement leave with full pay shall be granted to a District employee for the death of a family member of the employee or his/her spouse or of a close personal friend. This leave may be used to attend the death and, if appropriate, make other necessary arrangements as required. Sick leave may be used to extend bereavement leave for up to an additional five (5) days. Additional days, beyond the extended sick leave may be granted as unpaid leave with the approval of the Superintendent or his/her designee. OFLA-eligible employees may take additional paid or unpaid leave for bereavement.

## **10.9 Personal Leave**

Up to three (3) days of annual personal leave for twelve month employees, two (2) days for ten month employees, (three (3) days will be granted to ten (10) month employees who work over 250 hours in the summer outside of their normal assignment) with full pay shall be

granted with the approval of the Superintendent or his/her designee upon at least twenty-four (24) hours advanced notice. Personal leave may be taken for any reason.

#### **10.10 Court Duty Leave**

Jury duty shall be allowed with pay. Compensation for jury duty shall be returned to the District. If subpoenaed for non-district related matters, all days of leave shall be allowed. This leave shall be available unless the employee or the Association is testifying or is a litigant against the District.

#### **10.11 Leave Documentation**

Leave entry into the District's online web portal is to be completed within 48 hours of the absence and medical verification, if required, must be on file prior to payment of the leave time. Exceptions for good reason may be permitted with the approval of the Superintendent.

#### **10.12 Unpaid Leave of Absence**

Employees who have worked for three (3) consecutive years may be granted a leave of absence without compensation for up to one (1) year for personal reasons. This is provided the Superintendent or designee determines that such leave will not negatively affect the program of the District. Step increases, sick leave, seniority, health benefits, credit toward qualification for retirement pay or longevity pay, and vacation will not be earned for the period of the leave. Health care benefits may continue through COBRA paid by the employee. Request must be made in writing thirty (30) days prior to effective date. Upon return, employee will be placed at the same column and step as previous assignment (i.e. A-5 returns to A-5).

#### **10.13 Change in Employment Status**

A change in employment status that does not follow the school calendar; leave will be prorated.

#### **10.14 Bus Driver Physicals**

The District will reimburse bus drivers only for the cost of their required physical examination which can be attributed to the legal requirements for a bus driver's license up to \$100 per year.

#### **10.15 Emergency School Closures**

Employees who have a regular work schedule/calendar of at least 250 days will have the option to use available personal or vacation leave for emergency closures of school for reasons such as, but not limited to, snow days, flooding, electrical outages, water or sewer system breakdowns, or similar occurrences and unusual conditions such as closing school for excessive sickness. Make-up days may be scheduled. If not scheduled other employees will be given the option to use personal leave.

#### **10.16 Leave Restriction**

Employees who request, volunteer for, agree to, or are assigned extra hours or additional days beyond their regular work schedule are not eligible to take any form of paid leave for this time.

- 10.17 All leave will be in hourly increments minimum one (1) hour, when student supervision is not required. If student supervision is required, a minimum two (2) hours up to total hours per day.

#### **10.18 Sick Leave Donations**

The purpose of sick leave donations shall be to extend to those employees additional paid sick leave days should a serious long-term illness or injury exhaust the employee's accumulated sick leave. Employees who have worked more than one (1) year are eligible for donations on an as-needed basis as follows:

- Hourly Employees: 1 hour donation = 1 hour for recipient;
- Salaried Employees: 1 day donation = 1.5 day for recipient;
- Administrators: 1 day donation = 2 days for recipient;
- Only sick leave or personal leave may be donated;
- Transfers made directly by business office once need is declared;
- No one employee may donate more than the equivalent of 18 hours in one fiscal year (July 1 – June 30).

Employees' participation in sick leave donations shall be voluntary.

Employees shall only be eligible for use of sick leave donations after they have exhausted all their available individual sick leave, vacation leave and personal leave.

Sick leave donations shall only be used by employees who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a serious long-term illness or injury.

An employee is not eligible for sick leave donations if the employee is receiving compensation under Worker's Compensation, short-term disability, long-term disability, or PERS disability.

## Article 11 – Insurance

11.1 Effective July 1, 2021, the District will contribute \$1,185 per month per employee for health-related insurance offered by OEBB (that may include medical, dental, vision). For the second year of this contract, the District will contribute \$1,235 per month per employee. The third year of this contract, the District will contribute \$1,285 per month per employee. The fourth year of the contract, the District will contribute \$1,335 per month per employee.

11.2 All employees hired prior to June 30, 2016, working four (4) hours per day or more on a regular basis and for such employees' eligible dependents maintain eligibility for full cap benefit.

All employees hired prior to June 30, 2016, working more than two (2) and less than four (4) hours per day, who elect to be insured, the District will contribute an amount equal to forty percent (40%) of the amounts described in 11.1 above.

All employees hired July 1, 2016 and after, health insurance will be prorated based on regular work calendar hours per day according to the following:

- 8 hours per day = 100% of cap
- 6 to less than 8 = 75% of cap
- 4 to less than 6 = 50% of cap
- 2 to less than 4 = 25% of cap

11.3 Should an employee choose a HDHP (High Deductible Health Plan) the employee may choose to have the District place contributions in excess of actual coverage premiums into an HSA (Health Savings Account). The employee is responsible for establishing the account at a financial institution of their choice and supplying the District with the deposit information. Any contributions exceeding the Federal cap will become the responsibility of the Association.

11.4 Remainder of district health insurance contribution after premium is kept by the District and is not eligible for wave or supplemental insurance contribution with the exception of employees enrolled in an HSA eligible plan.

11.5 Employees who opt ~~choose to~~ out of the medical, dental *and* vision insurance coverage are eligible for one of the following options:

11.5.1 Fifty (50) percent of the District insurance contribution will be placed in the employee's 403B or 457 retirement plan if the employee provides proof of health insurance.

11.5.2 Fifty (50) percent of the District's insurance contribution can be taken on the paycheck if the employee provides proof of health insurance.

- 11.5.3 Eighty (80%) percent of the District insurance contribution will be placed in the employee's qualified Health Savings Account (HSA).
- 11.5.4 If an employee fails to enroll in insurance or choose one of the alternative methods within one (1) month of hire, they will be enrolled in the lowest cost individual plan.
- 11.5.5 Pending the Affordable Care Act (ACA) Article 11 may be re-opened at the discretion of the District.
- 11.46 Benefits shall become effective for all new eligible employees on the first month following the start of employment providing the employee enrolls in health insurance by the tenth (10<sup>th</sup>) of that month.
- 11.7 Benefits shall be provided during summer months for eligible employees working less than 12 months providing the employee is being continued in employment and the employee files intent to return to employment in the fall by June 15. Benefit amount for summer contributions to be withheld over previous nine (9) months of full work. Any shortages or refunds due to changes in premium cost at open enrollment will be reconciled on November paycheck.
- 11.8 During the life of the contract, neither the eligible employees nor the Oregon School Employee Association on behalf of these employees shall make any claims against the District regarding prior or current health insurance reimbursements from the provider to the District.
- 11.9 District will provide \$100,000 life insurance for all employees covered by this contract effective October 1, 2021.
- 11.810 The District paid health insurance of transportation employees who consistently work more than the original assignment at the beginning of the year identifying a lesser than full time benefit payment the parties have reached agreement on the following:

#### **Terms of Memorandum of Understanding**

- 11.810.1 If at the beginning of the school year a transportation employee receives an assignment for less than full time with a health insurance benefit payment by the district of 75% of cap or less the following shall apply:

Starting with December 2021-following December and May payroll cycles a calculation comparing total hours worked over the time period since the previous calculation, divided by number of weeks, will indicate average hours per week.

16 hours per week average = 50% health insurance benefit  
24 hours per week average = 75% health insurance benefit  
32 hours per week average = 100% health insurance benefit

Once qualified, to remain qualified, must meet criteria in one of two (2) previous period. Ex: Member qualifies in December but not May must meet again in December so member health insurance cap is not fluctuating.



## **Article 12 – Grievance Procedure**

The Board of Directors of the Central Linn School District 552C recognizes the need to provide for the orderly resolution of any grievance arising out of purported violation of provisions of this contract. Any school employee shall have the right of access to the grievance procedure.

The Board guarantees that there shall be no reprisals against any employee utilizing the grievance procedures, or a part of interest thereto, by the Board or any employee of the School District.

### **12.1 Definitions**

12.1.1 “Grievance” shall mean a complaint by an employee, a group of employees or the elected Employee Association that there has been a violation or inequitable application of any provision of this contract.

12.1.2 “Grievant” is the person, persons, or group of persons, who has (have) the grievance and is presenting the complaint.

12.1.3 The “Party of Interest” is either the person, or persons, making the complaint and/or the person or persons against whom the complaint is made.

12.1.4 “Representative” is the one who may speak for and/or advise a party of interest.

12.1.5 “Day” the term “days” when used in this article shall, except where otherwise indicated, mean the days the District office is open.

12.1.6 “Parties officially involved” means the Superintendent and/or his/her representatives, the grievant and/or his/her representatives and witnesses.

### **12.2 General Procedures**

12.2.1 The purpose of these procedures is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting school District Personnel.

12.2.2 These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum.

12.2.3 All parties should attempt to complete the procedures by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.

12.2.4 There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of grievances.

- 12.2.5 Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- 12.2.6 All documents, communications and records of a grievance will be filed in the school District office separately from the personnel files. References to the records, such as a summary, should be placed in the appropriate personnel file.
- 12.2.7 Forms for processing grievances shall be jointly prepared by the Superintendent and/or his/her representatives and the Employee Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- 12.2.8 Each grievance shall have to be initiated with ten (10) days after the occurrence of the cause for the complaint; however, if the grievant did not become aware of the occurrence until a later date, then he/she must initiate action within the ten (10) days following his/her first knowledge of the cause; in failing to thus initiate action he/she may be considered to have no reasonable grievance.
- 12.2.9 All parties in interest have a right to consultant or representatives of his/her own choosing at each level of these grievance procedures.
- 12.2.10 In the course of investigating a grievance, representatives of either party of interest who need to contact an employee or student in school, shall first contact the building principal or supervisor.
- 12.2.11 Every effort must be made by all parties to avoid involvement of students in grievance procedures.
- 12.2.12 Should the investigation or processing of any grievance require that a teacher or employee or an administrator be released from his/her regular assignment, he/she may use one (1) day of professional leave from that year, but thereafter, would need to be given permission for a day's leave without pay. Where a matter is of vital concern so that an Employee Association representative needs to be released without loss of pay or benefit, the Employee Association shall pay the cost of the substitute to the District.

### **12.3 Levels of Grievance**

#### **12.3.1 Level One – Principal/Immediate Supervisor:**

Within ten (10) days following the act or condition which is the basis of his/her complaint, or, if the grievant has no knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge the grievant will discuss his/her grievance with his/her principal or immediate supervisor either

individually, through representatives of the Elected Employee Association, or accompanied by representatives of the local Association with the objective of resolving the matter informally.

If the grievant is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with his/her principal or immediate supervisor within five (5) days following the informal meeting. This complaint shall set forth the grounds upon which the complaint is based and the reasons why the grievant considers the decision rendered is unacceptable. The principal or immediate supervisor shall communicate his/her decision in writing within five (5) days to the grievant.

Within five (5) days of the decision rendered by the principal or the immediate supervisor, the grievant, if he/she is not satisfied with the decision, may appeal in writing to the Superintendent.

#### **12.3.2 Level Two – Superintendent:**

Upon receipt of a timely appeal, the Superintendent will review the grievance record and will issue a written decision which will include the supporting reasons for the Superintendent's decision. The decision will be provided to the grievant and all other parties officially involved.

Should the Superintendent desire to hold a hearing on the grievance, five (5) days' notice prior thereto will be given to the grievant, the grievant's representative, and any other parties officially involved in the grievance. Should a hearing be held, the Superintendent's decision will be due within five (5) days after the hearing.

If the grievant is not satisfied with the decision of the Superintendent, he/she may appeal to Level Three – Board of Directors by filing a written appeal with the school Board Chairperson within five (5) days of receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appeal of the decision of the Superintendent.

#### **12.3.3 Level Three – Board of Directors:**

Within five (5) days of receipt of the appeal, the school District Board of Directors will notify all parties officially involved of a hearing to be held within ten (10) days of the receipt of the appeal.

The Board of Directors shall hear arguments of the Association/grievant and of the Superintendent or his/her designee. Within five (5) days following the hearing the Board of Directors shall render a decision in writing to all parties officially involved.

The Board of Directors retains the option of waiving the hearing at Level Three, and the Association may then proceed directly to Level Four, Arbitration.

#### **12.3.4 Level Four – Arbitration:**

If the grievant is not satisfied with the decision rendered at Level Three, he/she shall within ten (10) days of the receipt of the decision request in writing to the president of the Association that the grievance be submitted to binding arbitration.

If the Association chooses to submit the matter to arbitration, it shall so notify the Superintendent within thirty (30) days from the date of the Superintendent's written decision at Level Two, and shall request that the Employment Relations Board submit to the Association and the Superintendent a list of five (5) arbitrators. Within five (5) days from the receipt of the list from the Employment Relations Board, the Superintendent or his/her designee, and the president of the Association or his/her designee shall meet to select an arbitrator.

If the parties do not mutually agree to an arbitrator from the list submitted, they shall alternately strike the name of an arbitrator from the list until one name remains. That person shall be the arbitrator.

In the conduct of the hearing, the parties shall be bound by the rules of the American Arbitration Association, except that they may mutually agree to be bound by expedited American Arbitration Association rules. The arbitrator shall also be bound by the rules of the American Arbitration Association in conducting the hearing and rendering his/her decision, provided that he/she shall not have the power or authority to amend, modify, alter, add to, or subtract from this agreement.

The arbitrator shall be without authority to substitute his/her judgment for that of the District's in any matter not specifically contracted away by a provision of this agreement.

A lawful decision of the arbitrator within his/her authority shall be final and binding on the parties, and the District and Association shall share equally in the costs of the arbitrator's fee and expenses.

## **Article 13 – Dismissal**

- 13.1 Employees who resign from positions with the School District shall give two (2) weeks' notice prior to the date on which employment shall terminate.
- 13.2 An employee whose services are to be terminated shall be notified in writing by the official to whom he/she is responsible and will be given two (2) weeks' notice; provided however, that employees discharged on criminal grounds or for gross neglect of duty, as determined by the Administration, may be discharged without notice. The Board shall be notified immediately of the termination of employment.
- 13.3 New employees must serve a sixty (60) working day probationary period, during which time they may be dismissed for any reason the Administration deems appropriate.
- 13.4 No member of the bargaining unit will be reduced in hourly wage, suspended without pay, reprimanded in writing, demoted, or terminated without due process. Due process, for the purposes of this article, shall be defined by the following:
  - 13.4.1 The employee will be told the charges and given the information forming the basis for such action.
  - 13.4.2 The employee will have an opportunity to respond to the charges.
  - 13.4.3 The employee will have an opportunity to discuss the matter with his/her supervisor.
  - 13.4.4 The charges and employee response may be reduced to writing and, upon request; the employee shall be entitled to a personal hearing by the Superintendent. The employee will have the opportunity to include a statement in his/her personnel file.
  - 13.4.5 Disciplinary actions shall be guided by the following criteria:
    - 1. There will be an objective investigation.
    - 2. Disciplinary actions will be progressive in nature and will be related to the seriousness of the offense.
    - 3. Disciplinary actions will be administered impartially.
    - 4. In the instance an alleged offense poses a danger to the health or safety of any individuals, the Superintendent may in his/her sole discretion suspend an employee with or without pay after the notice of disciplinary action has been given to the employee. If the employee is cleared of the charges, the affected employee will be immediately reinstated without loss of pay or other benefits. The investigation and decision concerning charges for suspended employees will not exceed fifteen (15) days from the time of suspension. Investigation and decision of charges for suspended employee(s) shall be

completed as expediently as possible, considering legal problems and restrictions of the investigation.

5. The Board's decision is final and binding. There is no appeal to arbitration of this section.

13.5 Termination based on job performance as reflected in two formal evaluations is at the sole discretion of the Superintendent. Evaluations must be at least eight (8) weeks apart and include clear objectives of performance outlined by the employee's supervisor within three (3) working days of the conclusion of the first evaluation. Evaluations may be initiated by any supervisor when they determine there is a performance concern. This process will be considered to meet all due process clauses of this contract.

13.6 Final check will be processed at next regular pay cycle.

## Article 14 – Vacancy/Transfer

- 14.1 The District will notify the Association Chapter President by e-mail of postings of job vacancies in the bargaining unit. Job vacancy postings shall be available at least ten (10) days prior to the closing date of the open positions.
- 14.2 Job vacancy postings, at a minimum, will include the date, job title, basic qualifications, a brief job description, and possibly the job site.
- 14.3 **Vacancy** – When a vacancy occurs within the District in the bargaining unit, an employee who is part of that unit may apply for the open position giving due regard to seniority and ability. All employees who apply for a position and meet the minimum qualifications on the positions description shall be granted an interview. The District indicates that it desires to promote from within the ranks of the bargaining unit whenever possible.
- 14.4 A selection committee will be used to interview and recommend candidates for half-time to full-time positions. The Association chapter president or president's designee will be contacted to serve on the selection committee.
- 14.5 The content of 14.1 and 14.4 is non-grievable.
- 14.6 Transfer to a Lower Pay Scale
  - 14.6.1 **Involuntary** – An employee involuntarily transferred to a lower pay scale than the one under which he/she is working shall be placed on the appropriate range of the new position and on the step to match as close to the hourly rate previously held. The employee will be offered training within thirty (30) days if the employee or employer determines a need for such training.
  - 14.6.2 **Voluntary** - An employee who voluntarily transfers/applies to a lower pay scale will be placed on the appropriate range of the new position and on the corresponding step of the new pay scale. The employee will be offered training within thirty (30) days if the employee or employer determines a need for such training.
- 14.7 This Article only applies to transfers after ratification date of this contract.

## **Article 15 – Subcontracting**

- 15.1 If the District decides to pursue subcontracting, the District and the Association will negotiate the decision and impact pursuant to ORS 243.698.



## **Article 16 – Joint Labor / Management Committee**

### **16.1 Purpose**

The Joint Labor / Management Committee (JLMC) is established to promote a partnership between the Association and the Administration. The parties commit to address issues and concerns at their earliest stage. The JLMC's goal is to examine all points of view, to reach understanding, and to solve problems collaboratively.

### **16.2 Topics**

By consent of both parties, the JLMC may address all issues, including active grievances and matters of existing contract language.

### **16.3 Membership**

The JLMC will be composed of two (2) individuals appointed by the Administration and two (2) individuals appointed by the Association. Each party will determine whether its JLMC appointments are for the fixed-term or ongoing membership, and agree that, in normal circumstances, only one member from each party will leave the committee in any given school year.

### **16.4 Meetings**

Meetings will be arranged by mutual agreement and will be informal in nature.

### **16.5 Observation of Meetings**

The JLMC meetings will be open for observation by any District employee, District Representative, Association Representative, or School Board Member.

### **16.6 Operating Agreements**

Decisions, agreements, or discussions will be documented when the parties determine it would be useful to do so.

## Article 17 – Term of Agreement

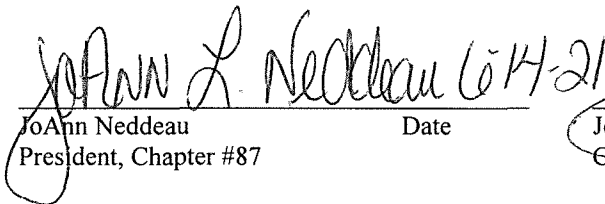
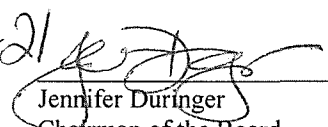
This contract shall be effective July 1, 2021, except for those provisions of the contract which have been assigned other effective dates as herein set forth and shall remain in full force and effect to and including June 30, 2025, and shall continue thereafter from year to year unless at least fifteen (15) days and not more than thirty (30) days prior to the first day of January 2025, or to the first day of January of any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this contract.

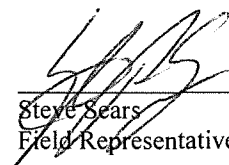
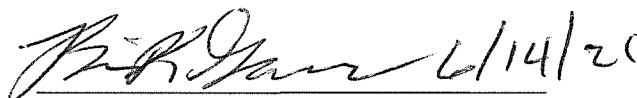
This agreement was ratified by OSEA and the Central Linn School District on June 8, 2021 and June 14, 2021, respectively.

In witness hereof, the parties hereby affix the signatures of their elected officers as of this date.

*For the Association:*

*For the District:*

 JoAnn Neddeau President, Chapter #87	 Jennifer Durringer Chairman of the Board
6-14-21 Date	6/14/21 Date

 Steve Sears Field Representative	 Brian Gardner Superintendent, Central Linn School District
6-16-21 Date	6/14/21 Date

**Appendix A  
Central Linn School District  
Category Conversion Chart**

<b>Classification</b>	<b>Category</b>	<b>Pay Scale</b>
<b>Food Service</b>	<b>Cook</b>	<b>B</b>
	<b>Food Service Assistant</b>	<b>A</b>
<b>Education Assistant</b>	<b>Education Asst.</b>	<b>A</b>
	<b>Distance Learning</b>	<b>A</b>
	<b>Library Tech</b>	<b>A</b>
	<b>Speech Pathologist Asst.</b>	<b>A</b>
	<b>Student Supv Asst.</b>	<b>A</b>
	<b>Transition Asst.</b>	<b>A</b>
<b>Facilities Technician</b>	<b>Facilities Technician</b>	<b>C</b>
<b>Office</b>	<b>Accounting Clerk</b>	<b>B</b>
	<b>Office Assistant</b>	<b>A</b>
	<b>Department Secretary</b>	<b>B</b>
	<b>School Secretary</b>	<b>C</b>
<b>Transportation</b>	<b>Bus Driver</b>	<b>C</b>
	<b>Bus Monitor</b>	<b>A</b>
	<b>Mechanic</b>	<b>D</b>
	<b>Student Transporter</b>	<b>A</b>

**Note: Bus Driver Trainer/Tester, when training/testing, is paid a \$2.00 per hour differential above the rate paid as bus driver.**

**Appendix B**  
**Central Linn School District**  
**Classified Salary Schedule**

**2021-2022**

Pay Scale	1	2	3	4	5	6	7	8	9	10
A	\$13.08	\$13.41	\$13.75	\$14.09	\$14.44	\$14.80	\$15.17	\$15.55	\$15.94	\$16.34
B	\$14.13	\$14.48	\$14.84	\$15.22	\$15.60	\$15.99	\$16.39	\$16.79	\$17.21	\$17.64
C	\$15.17	\$15.55	\$15.94	\$16.34	\$16.75	\$17.17	\$17.60	\$18.04	\$18.49	\$18.95
D	\$17.27	\$17.70	\$18.14	\$18.59	\$19.06	\$19.53	\$20.02	\$20.52	\$21.04	\$21.56

**2022-2023**

Pay Scale	1	2	3	4	5	6	7	8	9	10
A	<del>\$13.28</del>	\$13.61	\$13.95	\$14.30	\$14.66	\$15.02	\$15.40	\$15.79	\$16.18	\$16.58
B	\$14.34	\$14.70	\$15.07	\$15.44	\$15.83	\$16.23	\$16.63	\$17.05	\$17.47	\$17.91
C	\$15.40	\$15.79	\$16.18	\$16.59	\$17.00	\$17.43	\$17.86	\$18.31	\$18.77	\$19.23
D	\$17.52	\$17.96	\$18.41	\$18.87	\$19.34	\$19.83	\$20.32	\$20.83	\$21.35	\$21.89

**2023-2024**

Pay Scale	1	2	3	4	5	6	7	8	9	10
A	<del>\$13.48</del>	<del>\$13.82</del>	<del>\$14.16</del>	\$14.52	\$14.88	\$15.25	\$15.63	\$16.02	\$16.42	\$16.83
B	\$14.56	\$14.92	\$15.29	\$15.68	\$16.07	\$16.47	\$16.88	\$17.30	\$17.73	\$18.18
C	\$15.63	\$16.02	\$16.42	\$16.83	\$17.26	\$17.69	\$18.13	\$18.58	\$19.05	\$19.52
D	\$17.79	\$18.23	\$18.69	\$19.15	\$19.63	\$20.12	\$20.63	\$21.14	\$21.67	\$22.21

**2024-2025**

Pay Scale	1	2	3	4	5	6	7	8	9	10
A	<del>\$13.68</del>	<del>\$14.02</del>	<del>\$14.37</del>	<del>\$14.73</del>	\$15.10	\$15.48	\$15.87	\$16.26	\$16.67	\$17.09
B	<del>\$14.77</del>	\$15.14	\$15.52	\$15.91	\$16.31	\$16.72	\$17.13	\$17.56	\$18.00	\$18.45
C	\$15.87	\$16.26	\$16.67	\$17.09	\$17.51	\$17.95	\$18.40	\$18.86	\$19.33	\$19.82
D	\$18.05	\$18.51	\$18.97	\$19.44	\$19.93	\$20.43	\$20.94	\$21.46	\$22.00	\$22.55