THIS DOES NOT

AGREEMEN T

between the

BOARD OF EDUCATION

of the

LENAPE REGIONAL HIGH SCHOOL DISTRICT

County of Burlington, New Jersey

and the

LENAPE DISTRICT SECRETARIAL ASSOCIATION

JULY 1, 1978 —

June 30, 1979

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INTRODUCTION

This Agreement is entered into by and between the Board of Education of the Lenape Regional High School District, County of Burlington, State of New Jersey, hereinafter called the "Board" and the Lenape District Secretarial Association, hereinafter called the "Association".

WHEREAS, the parties have negotiated and reached certain understandings which they desire to confirm in the Agreement.

It is hereby agreed as follows:

RECOGNITION AND BARGAINING UNIT

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all employees as hereinafter defined, employed or to be employed by the Board.
- B. The term "employees", as used in the Agreement, shall be deemed to mean all full-time clerk typists, clerk stenographers, office supervisors and registrars.
 - Administrative Secretaries, Executive Secretaries, Board Secretary, Media Technicians, and part-time employees are not included in this unit.
 - 2. Unless otherwise specified in this Agreement, the term

 "employee", when used hereinafter in this Agreement, shall

 refer to all employees represented by the Association in

 the negotiating unit, as above defined, and references to

 male employees shall include female employees.

II. NEGOTIATING PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Law of New Jersey, 1974.
 - Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires.

II. NEGOTIATING PROCEDURE (Continued)

- 2. Any agreement so negotiated shall apply to all employees and shall be reduced to writing, be adopted by the Board, ratified by the Association and signed by both parties.
- B. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.
- C. Representatives of the Board and Association negotiating committees shall meet by mutual agreement.
- D. A party requesting a meeting shall submit to the other either orally or in writing, a request stating the reason for the meeting.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and ratified by both parties.

III. GRIEVANCE PROCEDURES

A. DEFINITIONS

- 1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment and/or the interpretation, meaning or application of any of the provisions of this Agreement.
- 2. A "grievance" may be raised by the aggrieved employee, a group of employees or the Association on behalf of the employees.
- 3. A "party in interest" is the employee, group of employees or Association making the claim and any employee who might be required to take action or against whom action might be taken in order to resolve the claim. (No person other than the employees represented by the Association shall be included in this definition)
- 4. The term "grievance" and the procedure related thereto, shall not be deemed applicable in the following instances:
 - a) The failure to or refusal of the Board to renew a contract of a non-tenure employee.
 - b) A complaint by any employee occasioned by appointment to, retention in or lack of retention in any position.
 - c) In matters where the Board is without authority to act.
 - d) All things that are by law beyond the scope of the Board's authority or are limited to the Board alone.

3. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its views.

C. PROCEDURES

- Since it is important that grievances be processed as rapidly as possible, the number of days indicated should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 2. Any employee who has a complaint shall first discuss it with the immediate Supervisor within five (5) working days following the date of the condition or event giving rise to the complaint. If no satisfactory solution is reached, then the employee may continue the appeal to the Division Head (Principal or Director, Personnel Services).
- 3. If after ten (10) working days following the date of the condition or event giving rise to the complaint, the aggrieved employee is not satisfied, or if no decision

has been rendered within that period, the complaint shall be called a grievance and within five (5) working days thereafter shall be stated in writing by the aggrieved employee on a form supplied by the Superintendent to the Association and filed as hereinafter provided. The written grievance shall set forth all the facts necessary to understand and decide the issue involved.

- 4. Within the five (5) working day period provided in the preceeding paragraph, the aggrieved employee may file the grievance with the Superintendent of Schools.
- 5. If the grievance is not satisfactorily resolved by the Superintendent of Schools within ten (10) working days after presentation to him in writing, he shall, at the request of the employee or Association, arrange for a meeting with the Personnel and Policy Committee of the Board which shall take place within twenty (20) working days.
- D. The grievant shall receive the decision of the Personnel and Policy Committee of the Board within ten (10) calendar days of the meeting.

E. GRIEVANCE TO ARBITRATION

 If the aggrieved person is not satisfied with the decision of the Board or no decision has been reached within ten
 (10) working days, the aggrieved may request in writing

within ten (10) working days thereafter, that the Executive

Council of the Association submit the grievance for binding

arbitration within twenty (20) calendar days after its receipt.

- 2. An employee seeking arbitration on a grievance must submit written acknowledgement from the Association. This must indicate that the Association allows the individual to seek redress through arbitration and that the Association will share the cost of the arbitrator in the manner described in this Agreement.
- 3. The employee or Association upon electing to submit a grievance to arbitration shall automatically waive all recourse to other remedies or forums which otherwise could be available.
- 4. Any terms and conditions of employment not provided for in this Agreement shall not be subject to binding arbitration but may proceed to advisory arbitration.
- F. An aggrieved person shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any affect thereof shall have been duly determined.

G. SELECTION OF ARBITRATOR

a) Either party may request the American Arbitration Association to act as the administrator under the voluntary labor

arbitration rules as set forth by the A.A.A. which shall govern the proceedings.

H. DUTIES OF ARBITRATOR

- 1. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else.
 - a) He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board.
 - b) Only the Board, the aggrieved and his representatives shall be given copies of the arbitrator's report of findings.
 - c) This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.
 - d) The findings of the arbitrator shall be binding except where the contract indicates the arbitration is advisory.

I. COSTS

- 1. Each party will bear the total cost incurred by themselves.
- 2. The fees and expenses of the arbitrator, including per diem expenses, if any, and the actual and necessary travel subsistence expenses, the cost of the hearing room, court stenographer and transcripts of proceedings shall be borne equally by the Board and the Association.

- 3. If time is lost by any grievant due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. The time lost by the grievant must be without pay unless the grievant prevails in such proceedings.
- J. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- K. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
- L. If in the judgement of the Association's Executive Council,
 a grievance affects the covered group of employees, or the
 Association, the Association may submit the grievance directly
 to the Superintendent of Schools.
- M. No reprisals shall be taken by any person or party to this

 Agreement for participating in the grievance procedure.
- N. A grievant may be represented at all stages of the procedure by the Association and/or representatives selected by him.

 The Association shall have the right to be present at all stages of the grievance procedure.

IV. ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board recognizes the right of the Association to have made available to it by the Secretary of the Board, all public information appropriate to the Association's role.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate, during working hours, in grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school district business operations.
- D. The Association and its representatives shall have the right to use school facilities at all reasonable hours for meetings, provided that they use the regular building usage procedures as defined by Board policy.
- E. The Association shall have the right to use school equipment, including typewriters and duplicating machines. Mail facilities and school mail boxes may be used to communicate with the Association's membership. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

EMPLOYEE RIGHTS AND PRIVILEGES

- A. The Board and the Association hereby agree that every employee within the defined bargaining unit shall have the right freely to organize, join or not join and support or not support the Association and its affiliates. The Board and the Association agree that they shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitution of the United States. The Board and the Association agree that they shall not discriminate against any employee by reason of his membership or nonmembership in the Association relative to negotiations, institution of grievances or any other term or condition of employment.
- B. Nothing contained herein shall be construed to deny or restrict any employee rights as provided under New Jersey School Laws or their applicable laws or regulations.
- C. No employee shall be disciplined, reprimanded or reduced in work or compensation without cause. The non-tenured employee may request and be granted an informal hearing with the Board or an appropriate committee thereof. The hearing shall take place as soon as is reasonably possible. The decision of the Board shall be final and binding.

V. EMPLOYEE RIGHTS AND PRIVILEGES (Continued)

Administrator, Superintendent, Board or any member or committee thereof concerning any matter that may adversely affect the employee's position, salary or increments, shall be given prior written reasons for such meeting or interview and shall be entitled to have an Association Representative present for advice and representation during such meeting or interview.

Written notice shall be given in reasonable time of the meeting or interview to provide the employee sufficient time to confer with an Association Representative.

VI. WORK YEAR AND WORK SCHEDULE

Daily Work Hours

- A. All full time employees shall work an eight hour day, inclusive of a 45 minute lunch period. Changes in an employee's working hours shall be by mutual agreement whenever possible.
- B. A sign in register is to be maintained by the office supervisor.

 Such register shall contain information to clarify by reason

 (ie. sick, personal, etc.) the days absent. This register is

 to be certified by the office supervisor.
- Overtime is defined to mean any time spent at one's regular or assigned duties either before or after regular daily work hours. Overtime will be taken as compensatory leave at such times as shall be approved by the employee's immediate supervisor.

VII. VACATIONS AND HOLIDAYS

A. All twelve month employees shall be entitled to paid vacation leave in accordance with the following schedule:

Upon completion of	<u>Vacation Leave</u>		
l Year	10 working days		
7 Years	15 working days		
15 Years	20 working days		

- B. Vacation times shall be scheduled to coordinate with the work schedule and subject to the approval of the immediate supervisor.
- C. Employees shall limit vacations to not more than ten (10) consecutive working days unless permission is granted.
- D. Vacations are to be taken for a minimum of five (5) consecutive working days unless permission is otherwise granted.
- E. Vacations are not to be taken during the month of June or during the five (5) scheduled working days preceding, and fifteen (15) scheduled working days following the official reporting date for the instruction staff.
- F. Vacation leave must be used or it will be deemed to have been waived; it cannot be accumulated from year to year without prior permission.
- G. Holidays. All twelve month employees shall be entitled to paid holidays according to the following schedule:

VII. VACATIONS AND HOLIDAYS (Continued)

- a) Independence Day
- b) Labor Day
- c) *Veterans Day
- d) *Thanksgiving Day and day after
- e) **Christmas Day plus the day before and day after
- f) New Year's Day
- g) *Martin Luther King Day
- h) *President's Day
- i) Good Friday
- j) Memorial Day
- * If school is in session on these days, all employees will be scheduled to work on a regular work day basis.
- ** When these days occur on regular work days.

H. Rotating Office Coverage

For school calendar closings other than those in G (above), each school will maintain an alphabetic listing of secretarial staff who will serially and singularly report for coverage of switchboard and service duty from 9:00 a.m. to 2:00 p.m.

When schools are closed for inclement weather, secretaries on duty may request transportation to and from their respective assignments by calling their respective principals.

VIIL EMERGENCY AND PERSONAL LEAVE

- A. Every employee will be granted emergency and/or personal leave in the amount described below without salary deduction for urgent personal or emergency reasons.
- B. Personal leave must be requested and approved by the Superintendent at least five (5) school days in advance of the time for which such leave is requested. (Emergency events not predictable five days in advance will be considered immediately.)

- C. Personal leave is not to be used for purposes of pleasure, recreation, job interviews, housework, resting and the like.
- D. Emergency and urgent personal business is defined as follows.
 - 1. Religious days
 - 2. Death in immediate family (parents, siblings, spouse and children)
 - Serious illness in the immediate family (parents, spouse, children)
 - 4. Emergencies (catastrophies, fires, accidents)
 - 5. Attending graduation or wedding of a son or daughter
 - 6. Court order
 - 7. Jury duty
 - 8. Birth of child to wife
 - 9. House settlement
 - 10. Marriage of employee
 - 11. Unchallenged Reason
- E. Amount of time Emergency and Personal Leave may be taken is as follows:
 - Religious days up to two (2) days may be granted in recognition of religious days.
 - 2. Death in immediate family
 - a. Up to three (3) days may be granted in case of death in immediate family (parents, siblings, spouse, and children).
 - b. One day may be granted in case of death of other close relatives (uncle, aunt, grandparent, grandchild, and first cousins).

3. Serious illness in immediate family

- injury of immediate family where the presence of the employee is essential (parents, spouse, and children).
- b. A statement may be requested from the attending physician by the Superintendent.
- 4. Emergencies one day may be granted for emergencies involving catastrophies of fire, wind and water to the employee's household or possessions.

5. Graduation or wedding of son or daughter

- a. One day may be granted to attend a graduation or wedding ceremony of a son or daughter if such ceremony occurs during a school day.
- b. One day may be granted to travel to a graduation or wedding of a son or daughter if the ceremony is far distance and travel time is needed.
- 6. <u>Court order</u> the amount of time in court necessary to comply with a court order.

7. Jury duty

a. The Board will pay the difference between jury duty pay and the average daily earnings of the employee.

b. The employee must present a completed form as proof of jury duty which is obtained from the Court at the time of service.

8. Birth of child to wife

- a. One day may be granted during the day of the birth of a child to employee's wife.
- b. One day may be granted to transport wife and child home from the hospital.
- 9. House settlement one day shall be granted for settlement of house purchase.
- 10. Marriage of employee one (1) day on wedding day shall be granted.

11. Unchallenged Reason

- a. One (1) day may be granted for an unchallenged reason.
- b. This personal day may not be taken on a school day immediately preceding or following school calendar or legal holidays.
- c. No more than 25% of the employees will be granted an unchallenged personal day at a given time.
- F. An employee may not receive more than three (3) emergency or personal leave days during the year.
 - 1. Exception in case of "death in the immediate family" an additional three (3) days may be granted in the event of a second event occurring in the school year.

- G. Emergency and personal leave is in no way accumulative.
- H. Any requests for emergency or personal leave without pay shall be at the discretion of the Superintendent as approved by the Board.

IX. SICK LEAVE

- A. All twelve month employees shall be granted twelve (12) sick leave days per year without loss of pay.
- B. Unused sick leave shall be accumulated from year to year.
- C. Each employee shall be apprised of the amount of unused sick leave including the twelve (12) days for the current year by the first pay period in September.

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

The Board agrees to deduct from the salaries of its employees dues for the Lenape District Secretarial Association, the New Jersey Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 123, N. J. Public Laws of 1974 and under rules established by the State Department of Education.

XI. HEALTH INSURANCE

- A. As of July 1, 1978 the Board shall provide the state health benefits plan providing for Blue Cross, Blue Shield, Rider J and Major Medical coverage on a full share, no cost basis for the employee and the employee's family.
- B. Equivalent monetary coverage, as defined in A, may be credited toward Health Maintenance Organization Coverage (NJSA 26:2J-1 et seq.)
- C. The New Jersey Blue Shield Prescription Drug coverage shall be provided on a no-cost basis for the employee and the employee's family.

XII. MATERNITY LEAVE OF ABSENCE

- A. The Board shall grant maternity leave, without pay, to any employee upon request, subject to the following stipulations and limitations:
 - Maternity leave shall commence on the date requested by the employee.
 - a. Employee shall give at least thirty (30) days notice of intent prior to beginning of leave.
 - b. The employee must present a physician's certification indicating her ability to properly perform her required functions up to the intended date of the leave.

XII. MATERNITY LEAVE OF ABSENCE

- 2. The length of the maternity leave for a tenured employee shall be up to fifteen (15) calendar months and its expiration shall coincide with the beginning of a new school or budget year. (July 1 or September 1)
 - a. The employee shall give at least thirty (30) days notice prior to date of expected return.
 - b. The Board may grant an extension for a reasonable length of time.
 - c. The length of a maternity leave for a non tenure employee shall be no longer than the duration of the contractual year in which the leave is granted.
- 3. Upon return from maternity leave, the employee shall be reinstated to her same or a similar position for which she is gualified.
- 4. Advancement on the salary guide shall be based upon the date of commencement of leave.

XIII. EMPLOYEE EVALUATION

Employees shall be evaluated annually and evaluations will be written by the immediate supervisor.

The employee will be given a copy of the written evaluation and the supervisor will subsequently arrange a meeting to discuss the evaluation. The employee shall initial the evaluation as having received it.

Ruth Sachlin

XIIL EMPLOYEE EVALUATION (Continued)

The employee may respond to the written evaluation by having her rebuttal attached to the written evaluation.

XIV. PROMOTIONS AND VACANCIES

All vacancies and promotions will be publicized to Association members as follows:

- a) Notice of vacancies in unit positions will be posted in each site.
- b) Notice of vacancy will indicate title of position, location and either cite requirements or indicate where a job description may be found.
- c) No vacancy will be filled until a vacancy notice has been posted a minimum of five (5) working days.
- d) Interested applicants must apply according to the instructions on the notice of vacancy.

A, Promotion

The Board agrees to give due consideration to the background and attainments of all applicants and preference shall be given to qualified employees already employed by the Board and, when all other factors are substantially equal, length of time in the Lenape Regional High School District shall be the deciding factor.

XIV. PROMOTIONS AND VACANCIES (Continued)

B. Transfers

Any employee who desires to transfer to the same job in another location may file a response to a notice of vacancy indicating her interest in the vacancy.

- C. Employees in the bargaining unit applying for a job within their own classification shall not be required to take a test to determine their eligibility to fulfill the position.
- D. In reviewing requests for transfer the Board shall retain the right to dispose of any requests in accordance with the best interests of school system.
- E. The Board shall consider all qualified employee applicants before an involuntary assignment is made. In the event of the need for an involuntary transfer or reassignment, an employee may request a meeting with the Director, Personnel Services at which time the necessity of the transfer will be discussed. In the event that the employee continues an objection to the transfer a meeting with the Superintendent may be requested. The employee reserves the right to request representation of the Association at any such meeting.

XV. SENIORITY, R.I.F., RECALL

- School District seniority is defined as continuous service by appointed employees in the School District and shall be based on the date of commencement of employment. In the event that two or more employees commence their employment on the same date, seniority priority will be determined by lottery.
- 2. In the event of a reduction in force, the employees shall be laid off in the inverse order of district seniority according to job title and consistent with 18A:17-4.
- 3. Laid off employees will be placed on a recall list for a period of two years. In the event of a job opening in the job title on a recall list, the person(s) with the highest seniority will be offered the position by an offer sent certified mail to the person's last address. Failure to reply within five (5) working days of the receipt of such notification or a subsequent failure to report for work shall result in a removal of employee's name from the recall list.
- 4. Employees may bump into a lower classification of job if they possess the requisite qualifications and ability to perform the functions of the job.

XV. SENIORITY, R.I.F., RECALL (Continued)

5. The Board shall maintain a seniority list of employees, copies of which shall be made available to the Association.

XVI. EMPLOYMENT PROCEDURES

A. Salary Schedule

Each employee shall be placed on the proper step of the salary schedule as of the beginning of the 1978-79 school year. Anyone employed prior to February 1st of the school year shall be given credit for one (1) year of service toward the next increment step for the following year. Anyone employed after February 1st shall receive 0 years credit. (See Salary Schedule)

B. Assigned Duties

Unless there is an emergency, the Board or any agent thereof shall not assign or direct any employee covered by this contract to any duties inconsistent with their general job description.

C. Employee Security

After the completion of a ninety (90) day probationary period of employment, the contract of a non tenure employee may be terminated by either the Board or the employee upon prior written notification of at least two (2) weeks. Such termination carried out by the Board shall be for cause. The employee may request written reasons for such termination and also may request an informal hearing with the Board or an appropriate committee

XVI. EMPLOYMENT PROCEDURES (Continued)

thereof. The informal hearing shall be scheduled as soon as is reasonably possible after the notice of termination is presented to the employee. The decision of the Board shall be final and binding.

D. Contract Notification

Employees shall be notified of their contract and salary status for the ensuing year no later than May 30th.

XVIL MISCELLANEOUS

- A. This Agreement shall be construed as though it were Board Policy for the term of this Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as though they were Board Policy.
- B. If any provisions of this agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee hereto of or hereinafter executed, shall be subject to and consistent with the terms and conditions of this

XVIL MISCELLANEOUS (Continued)

- Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. It is recognized that the need for continued and uninterrupted operation of the school district is of paramount importance to the citizens of the Lenape Regional High School District and that there should be no interference with such operation.

 The Association covenants and agrees that during the term of this Agreement, the Association will not cause, authorize or support any strike, work stoppage, slowdown, walk-out or other job action or invocation of sanctions against the Board.
- F. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction

XVIL MISCELLANEOUS (Continued)

- of employees are vested exclusively in the Board, except as otherwise provided in Chapter 123, Public Law of New Jersey, 1974.
- G. Copies of this Agreement shall be printed at the expense of the Board after agreement between the parties on the format and content.

XVIIL DURATION OF AGREEMENT

The provisions of Article I hereof, "Recognition and Bargaining Unit", shall be effective upon the date of signing this Agreement and all other provisions of this Agreement shall be effective as of July 1, 1978, and all provisions of this Agreement shall continue in effect through June 30, 1979.

In witness whereof, the Board has caused this Agreement to be signed by its President, attested by its Secretary and its coporate seal to be placed hereon and the Association has caused this Agreement to be signed by its President and Secretary.

BOARD OF EDUCATION OF LENAPE REGIONAL HIGH SCHOOL DISTRICT

Attest:	By:			
	Secretary	President		
Date:		Date:		
	LENAPE DISTRICT S	ECRETARIAL ASSOCIATION		
Attest:	Comphy	By:President		
	Secretary			
Date:		Date:		

LENAPE REGIONAL HIGH SCHOOL DISTRICT

Salary Guide Secretarial Association 1978-79

Step	Clerk/Typist	Clerk/Steno.	Off. Supv./Registrar
1	5,775	6,425	7,950
2	6,000	6,650	8,250
3	6,225	6,875	8,550
4	6,450	7,100	8,850
5	6,675	7,350	9,150
6	6,900	7,600	9,550
7	7,125	7,850	9,800
8		8,100	
9		8,350	
10		8,600	
11	-	8,850	

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