

BARGAINING AGREEMENT

Between

**THE CITY OF ROCHESTER HILLS
Oakland County, Michigan**

And

**ROCHESTER HILLS LOCAL 1917 CHAPTER
Affiliated and Chartered by Council No. 25
Of The American Federation Of
State, County & Municipal Employees**

Effective Date:

JANUARY 1, 1995 Through DECEMBER 31, 1998

Rochester Hills, City of



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AGREEMENT

This Agreement is made this 25th day of July, 1997, between the CITY OF ROCHESTER HILLS, Oakland County, Michigan, (hereinafter referred to as the "Employer") and the Rochester Hills Chapter of LOCAL 1917 affiliated and chartered by Michigan Council No. 25 of the American Federation of State, County and Municipal Employees (hereinafter referred to as the "Union").

Statements in the Collective Bargaining Agreement which utilize pronouns that indicate either the male or female gender are not meant to apply to one sex rather than the other, but are meant to apply to both sexes.

The Employer and the Union agree there shall be no discrimination against any employee by reason of age, creed, color, national origin, marital status, race, sex or any other illegal motive.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly relations for the mutual interest of the Employer, its employees and the Union.

The parties recognize that the interest of the community depends upon the Employer's and employees' success in establishing a proper service to the community.

To these ends, the Employer, the employees and the Union encourage to the fullest degree, friendly and cooperative relationships between the respective representatives at all levels among all employees.

The headings used in the Agreement and the exhibits neither add to, or subtract from, the meaning; but are for references only.

ARTICLE 1: RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment for the term of this Agreement for all employees of the Employer included in the following classifications: General Superintendent, DPS Engineering Field Manager, General Foreman, Fleet Supervisor, Facilities Operations Manager, Forestry Operations Manager, Supervisor of Interpretive Services and Parks Operations Manager.

The right to manage the operations of the City of Rochester Hills, including the right to levy and collect taxes, pass ordinances, establish operating policies, rules and procedures, hire, promote, transfer, layoff, discipline, dismiss or discharge employees, create new classifications of employment, assign work or perform any other lawful function whatsoever pursuant to the laws of the State of Michigan shall remain exclusively the right of the Mayor of the City of Rochester Hills or the City Council of the City of Rochester Hills, as the case may be, or their duly-authorized deputies and agents, except as specifically provided within this Agreement.

ARTICLE 2: AID TO OTHER UNIONS

The Employer and its administrative staff will not aide or promote any labor group or organization which purports to engage in collective bargaining, or make any agreement with such group or organization for the purpose of undermining the Union.

ARTICLE 3: UNION SECURITY

All employees who are members or the Union at the signing of this Agreement and all new members who voluntarily become members of the Union shall, as a condition of employment,

remain members of the Union in good standing for the duration of this Agreement. Employees covered under this Agreement who are not members of the Union at the time it becomes effective, and all new employees or employees transferred or rehired, shall be required, as a condition employment, either to become members of the Union for the duration of this Agreement on or before the 30th day following such effective date or pay a service charge to the Union.

ARTICLE 4: DUES DEDUCTION AND AGENCY CLAUSE

The Employer shall deduct the required amount of fees for payment of Union dues or a service charge from the pay of each employee from whom it receives a written, signed authorization to do so. The amount of deductions shall be communicated to the Finance Director/Clerk/Treasurer not less than sixty (60) days after the implementation of this Agreement and can be changed only by written notice to the Finance Director/Clerk/ Treasurer not less than thirty (30) days before the check reflecting the new amount is to be issued. Such dues or service charges are to be deducted from the second pay in each calendar month and remitted to the financial officer of the local Union not later than the tenth day of the following month. The Employer shall furnish to the Union a monthly listing of employees for whom the Employer has received signed authorization for deduction or service charge made and shall state for whom deductions were not made.

- A. Deductions shall be made only in accordance with the provisions of said authorization for check-off dues or service charge, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues or service charges, special assessments or any other deduction not in accordance with this provision.

- B. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Articles 3 and 4 of this Agreement.

- C. Termination of Check-Off: An employee shall cease to be subject to check-off dues or service charges beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Any employee may voluntarily cancel or revoke the authorization for check-off deduction within the two-week period prior to the termination of this Agreement, upon thirty (30) days written notice to the Employer and to the Union.

ARTICLE 5: REPRESENTATION

- A. Employees shall be represented by one (1) steward who shall be the sole elected officer representing the employees covered by this Agreement. An alternate shall be named in the absence of the steward, and the immediate supervisor shall be notified immediately.
- B. The steward, during his regular working hours, may (in accordance with the terms of this Article and Article 7) investigate and present grievances to the Employer, upon having advised his Department Director or, in his absence, his department designee of same. The Department Director or designee will grant permission and provide sufficient time to the steward to leave their work for these purposes.

Furthermore, the steward shall not spend time on Union business during regular working hours, except as provided for in Articles 7 and 8 hereof, unless same involves a grievance or problem arising under this Agreement, the nature of the business is such that it cannot be conveniently

disposed of outside regular working hours and it does not interfere with the work of the City Department involved.

ARTICLE 6: SPECIAL CONFERENCES

Special conferences will be held whenever mutually-agreed between the Rochester Hills chapter Chairperson and the Employer or its designated representative. When it is necessary for a member and/or representative of the Union to attend a special conference during his regular working hours, he shall receive the rate of pay for the time spent at the conference that he would have received had he been on the job. Arrangements for such special conferences, including who will attend, shall be made in advance, and an agenda of matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council or representative of the International Union.

ARTICLE 7: GRIEVANCE PROCEDURE

Definition of a Grievance: A grievance is a complaint submitted by any employee(s) who is a member(s) of the bargaining unit covered by this contract that there is a violation, misinterpretation or misapplication of any provision of this Agreement. Grievances shall be presented and adjusted in accordance with the following procedures, provided that nothing herein shall be construed as preventing an individual employee from attempting to adjust a grievance with the Employer, provided that the Union shall have a right to be present at any meeting at which said adjustment is discussed.

Step 1

- A. The Grievant shall discuss items he believes are grievances with his steward.

- B. The steward will discuss the potential grievance with the Department Director. The Grievant may request to be present.
- C. If the matter is not resolved verbally through Step 1B, it shall be reduced in writing and submitted to the Department Director. The elapsed time for submitting a written grievance shall not exceed five (5) working days from its verbal initiation.
- D. No grievance shall be accepted and processed which is not filed within fifteen (15) working days after the Grievant knew or had reasonable notice of the facts giving rise to the grievance. Failure to file a grievance within these time limits will operate to waive any claim of contract violation and to bar the grievance from arbitration. The City will issue any disciplinary action necessary within fifteen (15) working days after the City knew or had reasonable notice of the facts giving rise to the discipline.
- E. A written response to the grievance shall be tendered to the Rochester Hills employees' chapter Chairperson within five (5) working days of the receipt of the written grievance.

Step 2

- A. Within five (5) working days after receipt of the Step 1 answer, the Rochester Hills employees' chapter Chairperson may submit an appeal in writing to the Employer's designated representative. Upon receipt of the appeal, the Employer should schedule a meeting between no more than three (3) representatives of the Local Union (Council 25 representative may be included in this meeting) and no more than three (3) representatives of the Employer. The Employer shall inform the chapter Chairperson, in writing, within five (5) working days after receipt of the appeal of the date of the meeting.
- B. The Union representatives will be permitted to meet at a place designated by the Employer on the Employer's property for up to one-half (½) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been

made. The Employer will give his answer in writing to the Employee and the Rochester Hills employees' chapter Chairperson within five (5) working days after said meeting.

- C. The Rochester Hills chapter Chairperson or his representative shall be allowed reasonable time off his job without loss of time or pay to investigate a grievance he is to discuss with the Employer, provided such privilege is not abused. The Department Director will grant him permission to leave his work for this purpose.

Step 3: Pre-Arbitration Meeting

- A. If the Union does not accept the answer of the Employer at Step 2, the Union shall within ten (10) working days of the last response from the Employer furnish the Director of Human Resources or designee with a written notice that the Union desires to proceed to Arbitration.
- B. The parties shall each designate an advocate to represent them. The advocates shall confer and meet, if necessary, in a Pre-Arbitration meeting within sixty (60) calendar days after receipt of the aforesaid notice by the Employer. The advocates will attempt to resolve the dispute, but if no such agreement has been reached within that sixty (60) day period, the Union shall within fifteen (15) working days after the conclusion of that sixty (60) day period, initiate procedures for the selection of an Arbitrator as provided by the American Arbitration Association.

Step 4: Arbitration

- A. All proceedings relating to arbitration shall be pursuant to the Voluntary Rules of Labor Arbitration, published by the American Arbitration Association. The parties may, in any case, agree in writing to abide by the expedited rules published by said Association.

- B. Arbitrators shall have no authority to add to, subtract from, change or modify any of the terms of this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his judgement, to fashion any remedy necessary to make the grievant whole. The arbitrator shall only make an award in favor of any grievance upon an express finding of a violation of this Agreement.
- C. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.
- D. All costs of any arbitration shall be borne equally by the two (2) parties. Each party shall be responsible for the expenses of its witnesses.

Any grievance for which a time limit is exceeded by the Employer shall be deemed granted. Any grievance for which a time limit is exceeded by the Union or the grievant shall be deemed denied in its entirety and settled on that basis. The parties may, however, mutually agree in writing to extend any time limits set forth in the grievance procedure.

ARTICLE 8: DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause. The parties subscribe to the concept and use of progressive discipline whenever possible:

- A. One or more written warnings.
- B. One or more formal written reprimands.
- C. One or more short suspension(s) without pay (not to exceed five [5] working days).
- D. Long suspension without pay or discharge.

The parties agree that the purpose of progressive discipline is to provide an employee a reasonable opportunity to correct his employment behavior short of discharge. Failure of the Employer to follow precisely the steps set forth above shall not *per se* be grounds for reinstating a discharged or disciplined employee, but shall be considered on a case-by-case basis in determining whether just cause exists.

The Employer shall consider no prior disciplinary action on any infraction of a similar and/or a distinct and different character occurring more than twenty-four (24) months previous in imposing discipline on a current charge. The Employer shall, once each year, remove from the employee's personnel file any prior record of disciplinary action which occurred more than three (3) years previously. No action three (3) years or older will be utilized by the Employer for any disciplinary purpose, including hearings.

Employees will have the right to have Union representation at any level of disciplinary action taken against them. The employee must sign and receive a copy of any and all disciplinary action. This is not to be construed as an admission of guilt, but only as an acknowledgment that such action exists.

An employee shall, upon written request, have access to his personnel file retained by the Employer, as defined by State law. It is further agreed that an employee's personnel file shall be considered his official file in grievance hearings.

ARTICLE 9: SENIORITY AND PROBATIONARY EMPLOYEES

A new employee shall be considered a probationary employee for the first six (6) consecutive months of employment, excluding any time worked in other than full-time, regular employment. An employee shall become a seniority employee upon completion of the probationary period. Seniority shall be designated from the employee's most recent date of hire by the City.

Any approved leave time in excess of five (5) working days will extend the above probationary period in direct proportion to the leave time taken.

During the probationary period, health care benefits will be provided the first of the month following sixty (60) days of employment. Life, dental, short-term and long-term disability insurance and long-term disability insurance plus pension contributions are not provided during the probationary period. Those City paid benefits will be provided after six (6) months of employment. Annual Leave will be credited after three (3) months. Earned vacation leave will be credited after the end of the probationary period.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

ARTICLE 10: SENIORITY LIST

Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority. The Employer will keep the seniority list up-to-date at all times and will provide the chapter Chairperson with up-to-date copies at least twice per year.

The seniority list shall be kept on an employer-wide basis in accordance with the employee's bargaining unit seniority.

ARTICLE 11: LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only if he:

- A. Quits or retires.
- B. Is discharged, and the discharge is not reversed through the grievance procedure as set forth in this Agreement.
- C. Is absent for three (3) consecutive work days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such an absence, the Employer will send written notification to the employee at his last-known address that he has lost his seniority and he is considered a voluntary quit.
- D. Does not return to work when recalled from a layoff as set forth in the Recall procedure. In proper cases, exceptions may be made by the Employer.
- E. Does not return to work at the end of an approved leave without proper excuse acceptable to the Employer.
- F. Accepts a position out of the bargaining unit, he shall retain the seniority he had at the time of acceptance of the position outside of the bargaining unit. He shall not accrue bargaining unit seniority while outside of the unit. Any employee returned to the bargaining unit shall be placed on the seniority list in accordance with his total bargaining unit seniority. The above shall not apply to anyone returned to the bargaining unit after a temporary assignment out of the bargaining unit.

ARTICLE 12: SHIFT AND WORK WEEK PREFERENCE

A. Shift Preference

In a case in which work in one (1) classification is done on more than one shift and an opening occurs in that classification, shift preference shall operate by seniority within classification and only among present employees in that classification in that Department.

B. Work Week Preference

In the event of change in the customary work week, work week preference shall operate by seniority within the classification in that Department.

ARTICLE 13: SENIORITY LIST OF STEWARDS AND OFFICERS

Notwithstanding their position on the seniority list stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job which they can perform and shall be recalled to work in the event of a layoff on the first open job which they can perform. This preference shall apply only to the last employee designated by the Union as steward regarding whom a written notification to the Employer was received by the Employer prior to issuance of any notice of layoff.

Notwithstanding their position on the seniority list, the chapter Chairperson, or Vice-Chairperson if there is no chapter Chairperson, shall, in the event of a layoff and recall be retained in his respective shift, location and classification. In the event that the shift, location or classification is eliminated and a dispute should arise as to where the chapter Chairperson (or Vice-Chairperson in the event there is not chapter Chairperson) shall be assigned, the dispute shall be a proper subject for a special conference as described in Article 6 of this Agreement.

ARTICLE 14: SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) working days following the conclusion of negotiations.

ARTICLE 15: LAYOFF AND RECALL

A. Layoff

The word "layoff" means a reduction in the working force. If a layoff becomes necessary, the following procedure will be mandatory:

Layoff shall be made within the affected classification(s) in the affected Department(s). Such reduction will be made in the first instance by terminating temporary employees; then probationary employees within the affected classification(s) in the affected Department(s). If a further reduction in the work force is required, such reduction in the case of seniority employees will be made in inverse order of seniority within the affected classification(s) in the affected Department(s).

When an employee is laid off for an indefinite period of time, or the initial layoff extends beyond the period of five (5) working days due to a reduction in the work force, he or she shall be permitted to exercise his or her seniority rights to bump or replace an employee with less seniority. The layoff and bumping procedures will operate as follow:

An employee may bump down to previously-held classifications or a lesser classification for which the employee is qualified. Employees to be laid off for an indefinite period of time will be given as much advance notice as practical under the circumstances, but in no event less than ten (10) working days notice. The Union shall receive a list of employees being laid off at the same time that said employees are notified.

For purposes of Article 16: Promotions and Transfers; a laid-off employee shall be considered as still employed for bidding on any posted vacancy. A laid-off employee does not lose his seniority unless he fails to return to work when recalled as specified in Article 11, Paragraph D, and continues to accumulate seniority for up to one (1) year during the period of the layoff.

B. Recall

When the work force is increased or openings occur in any department while there are employees on layoff, employees will be recalled according to inverse order of their having been laid off, providing they have the current ability to do the available work. A laid-off employee will remain on the recall list for a period of time equivalent to the length of his seniority. A laid-off employee with more than two (2) years seniority will be removed from the recall list at the end of the two years, unless he informs the Employer in writing within thirty (30) calendar days after the expiration of that two year period that he wants to remain on the recall list.

Further, such employee must inform the Employer in this manner within thirty (30) calendar days after each anniversary of the expiration of that two (2) year period that he wants to remain on the recall list until the expiration of the period of time equivalent to the length of his seniority. If an employee is laid off, it will be his responsibility to register with the Employer his address and any change of address for the purpose of the Article. Notice of recall shall be sent to the employee at the last address registered with the Employer by registered or certified mail. If the employee fails to report his intent to report for work within seven (7) working days after delivery of notice of recall to the post office, he shall be considered a quit.

When the work force is increased or openings occur in any department, probationary employees who are terminated due to a reduction in the work force will be considered for rehire for the period of time equal to their time served as a probationary employee, providing: Laid-off seniority employees are determined not to be eligible for the available position(s) and the probationary employees have the current ability to do the work required in the position(s).

ARTICLE 16: PROMOTIONS AND TRANSFERS

Any time there is a vacancy which has been determined to be filled in a bargaining unit position, or a new position is created, the position shall be posted for five (5) working days and filled within sixty (60) working days after the completion of the posting period. Notice of postings for new job creations and vacancies will be sent to the Chapter Chairperson of the Union. Any bargaining unit member who meets the minimum qualifications of the posting shall be eligible to apply for said position. To apply for said position, an employee must submit a written application to the Director of Human Resources. The position shall be granted to the most-qualified employee. If there are not qualified applicants from the bargaining unit, the position shall be open to outside hire. If the position is not filled with a qualified outside hire within six (6) months, the position shall be re-posted or eliminated.

A bargaining unit employee who is denied a position will be promptly given reason(s) for denial in writing.

The employee who is granted the position shall be given a ninety (90) calendar day trial period to determine his ability to perform the job. During the first forty-five (45) calendar days of the trial period, the employee shall have the opportunity to revert back to his former position.

Any person who has been in his present position for less than twelve (12) months prior to the posting may be excluded from consideration if the new position represents a transfer within the same classification. This procedure will not apply to promotions or reclassifications. Any employee who receives a promotion or a transfer and voluntarily reverts back to his former position may be excluded from consideration for a new position for nine (9) months from the date the employee elects to return to his former position.

Any time after thirty (30) calendar days during the trial period, if the Employer feels the employee will not be successful in fulfilling the requirements of the trial position, the employee will be returned to his original position. If the employee is unsatisfactory in the new position,

notice and reason(s) shall be submitted in writing to the Union by the Employer, with a copy to the employee.

Any bargaining unit member wishing to be considered for a new position that may become available while he is on vacation will be considered for that position provided the employee, at least ten (10) working days prior to his departure, designates in writing to the Director of Human Resources for the position or positions for which the employee wants to be considered.

If testing is required for any position within the City, this fact will be noted on the posting and shall be consistent.

In the event that there are two (2) or more employees who are determined to be equally most-qualified, the position will be awarded to the most-senior employee.

Except as noted, all procedures contained within this Article apply to both promotions and transfers.

ARTICLE 17: VETERANS

A full-time employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders or schedules. These employees will be paid the difference between their reserve pay and their regular pay with the Employer when they are on such a leave of absence

provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit.

ARTICLE 18: LEAVES WITH PAY

A. Annual Leave

On June 1, 1993, employees shall accrue one (1) day of Annual Leave each month for the remaining period of this Agreement. Each June 1st, employees with Annual Leave time remaining will have that leave time carried forward, up to a maximum of six (6) days. Also on June 1st, employees will be paid 100 percent of their straight-time hourly wage for any unused Annual Leave time in excess of six (6) Annual Leave days.

Employees hired between the anniversary dates of this Agreement will receive a pro-rated number of Annual Leave days. This proration of Annual Leave days is based on the number of months worked until the next anniversary date of this Agreement.

An adjustment will be made in the final pay of any employee who leaves the employ of the Employer and has been paid for Annual Leave days which he has not earned, as would be the case with an employee who leaves the employ of the Employer after six (6) months and has used ten (10) Annual Leave days.

In order to take an Annual Leave day, an employee should notify his Department at least twenty-four (24) hours in advance of the commencement of the time off and, in any event, the employee must notify his Department by the start of his shift on the day on which he wishes to take Annual Leave. Such notification shall be in a reasonable manner to be specified by the Mayor of the City of Rochester Hills. Likewise, if an employee must leave work because of an illness, the employee shall properly notify supervision in a reasonable manner prescribed by the Mayor of the City of Rochester Hills. Annual Leave time will be charged out at a minimum of no less than one (1) hour.

When utilizing Annual Leave time, the employee shall consider the efficient operation of the Department concerned. The Employer will not discipline employees regarding the utilization of Annual Leave time as long as such Annual Leave time is utilized in accordance with this Article.

B. Funeral Leave

An employee shall be allowed up to three (3) working days with pay, plus necessary travel time as Funeral Leave days, not to be deducted from Annual Leave, for a death in the immediate family. Immediate family is to be defined as follows: Mother or Father of present spouse and the employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Grandparent, Grandchild or a member of the employee's household. Such leave may be extended up to five (5) days, including travel, in the discretion of the Employer. An employee selected to be a pall bearer will be allowed one (1) Funeral Leave day per year with pay, not to be deducted from Annual Leave.

Additional leaves of one (1) day each with pay, not to be deducted from Annual Leave, to act as pall bearer may be granted in the discretion of the Employer. The employee may be allowed one (1) funeral leave day with pay for: Aunt, Uncle, Niece or Nephew of blood relation, which shall not be deducted from Annual Leave.

C. Jury Duty

The Employer shall pay an employee who is called for Jury Duty the difference between the amount paid by the Jury Commission and the regular amount of pay.

D. Leaves for Union Business

Members of the Union may attend a State or Council convention of the American Federation of State, County and Municipal Employees (AFSCME) at their own cost and expense, without loss of pay or time, provided that the maximum number of working days allowed for such purpose for all members of the Union collectively shall not exceed five (5) days in any one (1) contract year. Not more than two (2) members of the Union may

attend the Bi-Annual International Convention of AFSCME, at their own cost and expense without loss of time of pay; provided, however, the total amount of time to be allowed for the members of the Union shall not exceed ten (10) days in any contract year. (Proof of attendance shall be given within five [5] days of return to Employer.)

E. Clause for Officers on Union Business

Conferences: Officials of the Union elected to attend an official function of the International Union or AFSCME Council such as conferences, meetings, etc., shall be allowed time off without loss of pay, not to exceed one-half (1/2) day per month and twelve (12) days in three (3) years. (Proof of attendance shall be given within five [5] days of return to Employer.)

- F. The Union bargaining team will consist of a mutually agreed upon number of members plus one (1) legal or union representative, and in the event they wish to bring a consultant or advisor to the meeting, they shall so advise the other party twenty-four (24) hours in advance. The Union members of the bargaining team will be allowed four (4) hours per week paid release time for contract negotiation preparation for each of the four weeks prior to the commencement of negotiations.

ARTICLE 19: EXTENDED ILLNESS LEAVE

An employee who becomes subject to a medical disability which does extend or is expected to extend beyond the number of Annual Leave days which the employee has accumulated shall apply for Extended Illness leave, without regular City pay, and shall include in such application certification of such illness by a physician of the Employer's choosing. Such leave shall be for the duration of the medical disability, subject to verification and recertification as provided in this paragraph no more frequently than every thirty (30) calendar days.

The Employer shall continue to pay medical and other insurance premiums for one (1) year after the beginning of an extended illness leave. No pension contributions shall be made for such an employee during the extended illness leave, except as is necessary to maintain eligibility.

When an employee has advance knowledge that he will become disabled and unable to perform his regular duties, whether by elective surgery, maternity leave or otherwise, the employee shall provide a minimum of sixty (60) days notice to the Employer prior to the first day of disability, specifying the expected period of disability. If, for any reason, the employee is required to commence his leave prior to the expected first day of disability, he will provide the Employer with a statement from his physician indicating the new period of disability. If, upon return from leave, an employee is unable to resume all regular work duties or activities, the employee shall provide the Employer with a statement from his physician specifying the restrictions upon the employee's activities and the date the employee will be able to resume all of his regular duties. Upon receipt of said statement, the Employer shall have the option of permitting the employee to return to work within the indicated restrictions or requiring the employee to remain on leave until he can resume all of his regular duties. A pregnant employee shall be eligible for leave as provided for in this Article. The Employer will treat Maternity as it does any other illness or disability, including the treatment of Maternity as an extended illness subject to the provisions of this Article.

Fringe benefits do not accrue during this leave of absence, and seniority is frozen. Upon return from this leave of absence, an employee shall be reinstated to a position in his job classification provided an employee with more seniority is not displaced.

ARTICLE 20: LEAVES WITHOUT PAY

A. Emergency Leaves

Emergency personal leaves of absence may be granted for up to thirty (30) days without loss of seniority of any contractual benefits, with the exception of wages. An employee

will request emergency leave at least twenty-four (24) hours prior to the start of the next shift.

Within 24 hours of such request, the Employer will inform the employee as to whether the emergency leave will be granted and the duration of the leave. When emergency leave of absence without pay is granted, the employee will have the option to freeze Annual Leave time and Vacation time that has been accrued. Upon completion of the emergency leave, the employee will be returned to his former position.

B. Other Leaves

Leaves of Absence for periods of time as follow may be granted for:

1. Caregiver Leave: Allowing an employee to care for a member of their family. Thirty (30) calendar days; renewable.
2. Serving in an election position, public or union. Duration of term not to exceed two (2) years.
3. Serving in an appointed position with the Council or International Union. Duration of term not to exceed two (2) years.
4. Personal Leave: Thirty (30) calendar days; renewable.
5. Education Leave: Six (6) months; renewable.

All rights and responsibilities granted under this contract provision are not meant to conflict with the rights and responsibilities granted under the Family Medical Leave Act ("FMLA"). In fact, whenever an employee uses any leave granted under this contract for purposes defined under the FMLA, that employee will be required to use FMLA concurrently with that leave up to the twelve (12) weeks per year granted under the Act

(the employee must use vacation leave first under FMLA - may use Annual Leave - before utilizing unpaid leave time under FMLA). Employees who exhaust FMLA may request and may be granted additional leave as provided for in this article.

In addition, the employer supports the lawful implementation of the Americans With Disabilities Act ("ADA") and the Michigan Handicappers' Civil Rights Act.

- C. Except as otherwise provided in Paragraph A of this Article, fringe benefits do not accrue during unpaid leaves of absence, seniority is frozen and all accrued paid Vacation leave and compensatory time must be exhausted before commencement of the leave. Again, except as provided in Paragraph A of this Article, upon return from an unpaid leave of absence an employee shall be reinstated to a position in his job classification, provided an employee with more seniority is not displaced.

ARTICLE 21: TEMPORARY EMPLOYEES

- A. Temporary employees shall be defined as those employees hired on a temporary basis to work full time in a bargaining unit position for a period not to exceed 520 hours worked in any one (1) year. However, temporary Parks, Forestry & Facilities and Public Services employees may work for a period not to exceed 720 hours worked in any one (1) year. A year is defined as a calendar year: January 1st through December 31st.
- B. The total number of temporary employees shall not exceed twenty percent (20%) of the total work force covered by this Agreement at any one time for the period from January 1st through December 31st of the same calendar year. Temporary employees within the Parks, Forestry & Facilities Department shall be excluded from the total number of temporary employees specified herein.

- C. Temporary employees will not be hired to regularly fill any job vacancy, but will be used to supplement the regular work force.
- D. Temporary employees, during their employment under such status, are not entitled to compensation or fringe benefits other than rate of pay.
- E. Temporary employees shall not be worked overtime in place of full-time employees.

ARTICLE 22: WORKING HOURS, PREMIUMS AND ALLOWANCES

- A. An employee will be guaranteed a regular shift consisting of eight (8) hours per day, plus one (1) unpaid lunch period. A regularly scheduled week shall not exceed forty (40) hours for all personnel.
- B. Employees may take a "coffee break" in the A.M. and a "coffee break" in the P.M. (not to exceed fifteen [15] minutes each) or the first half and second half of their regular shift, whichever may apply.
- C. An employee reporting for overtime duty shall be guaranteed at least four (4) hours pay at the rate of time and one-half (1+1/2). Employees called at home in the evening or after hours shall receive time and one-half (1+1/2), and double time for the seventh day of the work week and holidays.
- D. Overtime will be on a rotating basis in an attempt to equalize overtime whenever possible within classifications within Departments. If, in the judgement of supervision, there exists an emergency or operational difficulty which requires overtime work, supervision may assign overtime as needed and the employees assigned the overtime shall work it.

- E. Any hours worked other than the regular shift will be paid at the rate of time and one-half (1+1/2), except as provided below, providing the employee has not been absent without leave during the week with the exception of conditions as stated in Article 23D, Paragraph 2.
- F. Double time will be paid for work performed on the seventh day of the work week and holidays and for work after ten (10) hours continuously on the same shift.
- G. The Employer will pay a shift premium of \$0.25 per hour for all hours worked during any shift which commences between 3:00 P.M. and 5:30 A.M. the following day.
- H. Compensatory time is permitted in lieu of overtime payment in cash under the following agreement:

As with all overtime work, except emergency situations, all compensatory time worked shall have prior approval by the appropriate Department Director. Any hours worked beyond eight (8) hours in a work shift, or during the sixth day of the work week will be compensated at the rate of one and one-half (1+1/2) hours for each additional hour worked. Any hours worked beyond ten (10) hours in a work shift or during the seventh day of the work week will be compensated at the rate of two (2) hours for each additional hour worked.

Employees shall accumulate no more than eighty (80) hours of compensatory time at any one time during the calendar year. Compensatory hours earned will be recorded each pay period, as well as the compensatory hours used. An official record of the hours earned during that pay period, the hours used during that same pay period and the resulting maximum number of hours remaining to date will be indicated on that official record. Those employees having current compensatory time on the record will be provided with a copy of that information each pay day.

To use compensatory time, an employee must request and receive prior approval from the appropriate Department Director or designee. The employee will consider the efficient operation of the Department when requesting the use of compensatory time, and the Department Director or designee will make a good-faith effort towards granting the employee's request for use of compensatory time.

Compensatory time will be charged out at a minimum of not less than a one (1) hour increment.

All compensatory time earned but not used as of the end of the fiscal year (December 31st) shall be computed accordingly and paid to the employee by the second pay period of the new year. The wage rate used in the computation will be that rate in effect at the end of the fiscal year in which the compensatory time was earned.

No compensatory time shall be carried forward from one fiscal year to the next.

ARTICLE 23: HOLIDAY PROVISIONS

Employees will be paid their current rate based on a regular day for certain designated holidays:

Day Before New Year's	Labor Day
New Year's Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Day preceding Christmas
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday

ARTICLE 24: CLOTHING ALLOWANCE

Suitable clothing will be furnished for inclement weather for all Departments. Suitable boots or footwear, as needed, will also be provided for all employees required to work in wet or muddy conditions. The Employer shall also provide a clothing allowance of five hundred dollars (\$500.00) per fiscal year starting in 1992.

Receipts totaling at least the amount of clothing allowance shall be tendered to the Employer for reimbursement. Only clothing purchased during the fiscal year and deemed suitable to wear at work will be approved for payment.

Any employee who is newly hired, promoted into a represented classification or on a leave from work for more than thirty (30) calendar days shall have the clothing allowance prorated accordingly.

ARTICLE 25: VACATIONS

A. An employee will earn credit toward Vacation with pay in accordance with the following schedule:

Service	Rate of Accrual	Maximum Vacation
Date of Hire to Five Years of Service	3.25 Hours Accrued Bi-Monthly (Two Pay Periods of Each Month)	Ten Working Days Vacation per Year
Five Years and One Day of Service to Eleven Years of Service	5.00 Hours Accrued Bi-Monthly (Two Pay Periods of Each Month)	Fifteen Working Days Vacation per Year

Eleven Years and One Day of Service to Eighteen Years of Service	6.75 Hours Accrued Bi-Monthly (Two Pay Periods of Each Month)	Twenty Working Days Vacation per Year
Eighteen Years and One Day of Service and More	8.25 Hours Accrued Bi-Monthly (Two Pay Periods of Each Month) Accrual Year	Twenty-five Working Days Vacation per Year

For example, if an employee is hired on November 15, 1974, that employee would begin accruing Vacation time at the rate of one and one-half (1+1/2) working days per month on November 16, 1979; and for the year November 16, 1979 through November 15, 1980, that employee can accrue a maximum of three (3) weeks paid Vacation. That same employee will commence accruing vacation at the rate of two (2) working days per month on November 16, 1985; and for the year from November 16, 1985 through November 15, 1986, that employee can accrue a maximum of four (4) weeks paid Vacation. That same employee will commence accruing Vacation at the rate of two and one-half (2+1/2) working day per month on November 16, 1992; and for the year from November 16, 1992 through November 15, 1993, that employee can accrue a maximum of five (5) weeks paid Vacation.

- B. Vacation with pay must be taken either during the year in which the Vacation days were accrued, or during the year immediately following that in which the Vacation day were accrued.

- C. Vacation or Payment in Lieu of: Employees who are entitled to a fourth or fifth week of Vacation may receive payment in lieu of Vacation for those Vacation periods if, at the discretion of the Employer, a Vacation cannot be granted. These employees will be notified within ten (10) days of their request for the fourth and/or fifth weeks of Vacation whether it will be granted in the form of Vacation or payment in lieu of Vacation.

ARTICLE 26: VACATION PERIOD

- A. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficient operation of the Department concerned.
- B. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- C. If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- D. If a regular pay day falls during an employee's vacation, or should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

ARTICLE 27: RATES FOR NEW JOBS AND RECLASSIFICATION

When a new job and/or shift is created and cannot be properly placed in an existing Union classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the job description and the rate are proper, they shall be subject to negotiations.

Employee Reclassification: In the event that the responsibilities and duties of any given position increase during the time that one individual employee holds that position, but the nature of the work performed within the position remains essentially the same, then that position may be reclassified upward and shall be retained by that same employee. This provision shall not be abused so as to deny a promotional opportunity to an employee with identical or greater qualifications but more seniority. The Union shall be consulted before any such reclassification is put into effect.

Payment for Work in Higher Classification(s): When a position is vacant as a result of a promotion, leave, resignation, etc., and where it is impractical to redistribute the duties of the employee on leave, a Department Director may request that a present employee from that department in a lower classification, temporarily assume the duties of the employee on leave. During that time, the employee filling in will receive a salary at the base of the higher-level classification, except in the instance where this would result in a decrease in salary, in which case the employee would be placed at the lowest salary step which would result in an increase. In

order to be eligible for this temporary change of rate, the employee temporarily filling in must assume all of the duties of the higher-level position. Payment shall not be made to an employee unless the temporary re-assignment extends to ten (10) consecutive working days. Once the tenth consecutive work day has been completed, the City will authorize payment retroactively to the first day of the temporary assignment.

ARTICLE 28: SAFETY AND RISK MANAGEMENT COMMITTEE

A Safety and Risk Management Committee of employees and the Employer's representatives is hereby established. This Committee will include a Steward or employee of each Department and shall meet at the call of either party during regular day time working hours for the purpose of making recommendations to the Employer.

ARTICLE 29: INSURANCE

A. The Employer will provide each full-time employee with certain insurance choices as indicated on the Flexible Benefit Menu beginning January 1, 1998. The Core offering, which is provided at no cost to the employee, consists of:

1. Blue Preferred Plan, Blue Cross and Blue Shield of Michigan "Prudent Purchaser Organization" (PPO) with Comprehensive Hospitalization, D-45NM, MVF-1,

ML, Trust/Plus 15, Master Medical Option 1, Preferred Prescription Drugs Rider(\$10.00 co-payment), FAE-RC, PD-MAC, APDBP and Vision A-80.

2. Delta Dental Care Insurance as provided in Policy No. 1355.
3. Long-term disability insurance which guarantees sixty percent (60%) of the disabled employee's base wage income provided by the Employer to a maximum of two thousand five-hundred dollars (\$2,500.00) per month, beginning with the one hundred eighty-first (181st) day of disability until the employee reaches the age of seventy (70) or longer as required by Federal law.
4. Term life insurance policy with a benefit equal to the nearest \$5,000 increment less than the employee's wage, with a minimum of \$15,000 to a maximum of \$50,000.

B. In addition to the Core offerings, there are several Options on the Flexible Benefit Menu that offer some alternative(s) to the Core benefits. Those Options may result in no additional cost to the employee, may come with a cash rebate, or may require the cost to be paid by the employee. Those Options are:

1. No additional cost to the employee - Health Alliance Plan medical insurance.

2. Cash Rebate - Blue Cross/Blue Shield Option I, Opt Out of medical insurance, and Opt Out of dental insurance.
 3. Cost to be paid by the employee - Long-Term Disability Option I, Life Insurance Options I & II, Uninsured Health Care Reimbursement Account, Dependent Care Reimbursement Account, and Individual Retirement Medical Account.
- C. In addition to the provisions of the Flexible Benefit Menu, the Employer agrees to:
1. Provide short-term disability insurance which guarantees two-thirds (2/3) of the disabled employee's base wage income provided by the Employer, to a maximum of one thousand dollars (\$1,000.00) per week, beginning the first day in case of an accident and the eighth day in case of illness. A disabled employee is eligible for short-term disability up to a maximum of one hundred eighty (180) days after the accident or the commencement of the illness.
 2. Pay the premium for insurance coverage contained in Article 30; but does not guarantee the payment of the benefits.

ARTICLE 30: WORKERS' COMPENSATION

On-the-Job Injury: Each employee will be covered by the applicable Workers' Compensation laws. In addition, each employee will be provided with paid health insurance coverage for twelve

(12) months after the injury if the employee is simultaneously receiving Workers' Compensation income. While receiving Workers' Compensation Benefits, Vacation and Annual Leave is not earned.

ARTICLE 31: RATIFICATION AND TERMINATION

This Agreement shall be effective retroactively to January 1, 1995, for the payment of wages for hours previously paid. Changes to benefits included in the flex-plan program are to be effective January 1, 1998. For all other purposes, this Agreement shall be in full force and effect July 25, 1997.

This Agreement shall remain in full force and effect except as provided below until December 31, 1998 and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

The Union agrees to submit this Collective Bargaining Agreement to the membership and recommend that it be ratified and adopted in its entirety and final action of such ratification shall be taken.

ARTICLE 32: SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee covered under this Agreement shall be found 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.

A special conference shall be held within ten (10) working days with the employee affected by this provision to discuss the provision in question that may be invalid.

ARTICLE 33: MAINTENANCE OF STANDARDS

It is the intent of the Employer to maintain and promote a high standard for all conditions of employment and to improve the standards whenever and wherever possible.

It is the Union's intent to have all bargaining unit employees maintain and promote a high standard of efficiency on their assignments and to improve whenever and wherever possible.

ARTICLE 34

This Agreement constitutes the final understanding of the parties as to every issue that was or could have been the subject of bargaining during these negotiations. Neither party shall be required to bargain with the other during the course of this Agreement except with regard to changes in job description of present classifications or creation of new classifications, as elsewhere provided in this Agreement.

In the event any portion of this contract shall be declared illegal by any court of competent jurisdiction, then the unaffected portions of this contract shall continue in full force and effect, and the parties shall meet to bargain regarding the affected portion.

The parties to this Agreement recognize that under the Special Conference provision, additions to this contract can be made by the mutual agreement of both parties.

Any provision of this Agreement re-opened shall remain in full force and effect until such time as an agreement is reached on replacement language.

APPENDIX A: WAGES

The Employer agrees to increase the Grade and Step Compensation Schedule by three percent (3%) on January 1st for each year of the contract (1995, 1996, 1997 and 1998).

Longevity

In addition, a premium hourly wage will be paid to all employees who have completed at least five (5) years of service with the Employer. Those employees will be paid an hourly wage which is greater than the prevailing wage rate by the following percentages:

After 5 Years of Service	1 + ½ %
After 8 Years of Service	3 + ½ %
After 11 Years of Service	4 %
After 14 Years of Service	4 + ½ %
After 17 Years of Service	5 + ½ %

Retirement Savings Incentive Bonus Program

To encourage Local 1917 members to save for costs associated with retirement (i.e. health insurance, leisure pursuits and various other expenses in retirement), the City offers the following:

During the term of this Agreement, the City will pay an incentive bonus to any Local 1917 Bargaining Unit member in the amount of \$.50 for each dollar voluntarily contributed by the member into any eligible City sponsored tax deferred compensation plan up to a maximum bonus of an amount equal to 1% of the member's cash compensation.

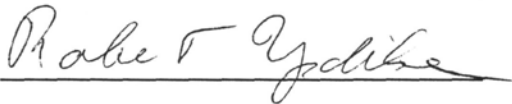
During 1997 only, and in lieu of the above, the City will pay any Local 1917 Bargaining Unit member an incentive of \$1,500.00 provided the member voluntarily contributes a minimum of \$3,000.00 into any eligible City sponsored tax deferred compensation plan. In addition, the City will pay any member who, during 1997, contributes \$3,000.00 into any City sponsored tax deferred compensation plan, another \$1,500.00 consistent with the \$.50 on the dollar Incentive Bonus Program described in the previous paragraph. The maximum obligation of the City to any member during calendar year 1997 under this provision would be \$3,000.00.

APPENDIX B: PENSION

The Employer will continue to pay ten percent (10%) of the employee's total annual wage into the pension fund. Employees may continue voluntary payments to the pension fund over and above that contributed by the Employer. For employees hired on or after April 1, 1992, benefits attributable to Employer contributions will not be vested until completion of five (5) years of credited service. Upon completion of that five (5) years of credited service, those benefits will be one hundred percent (100%) vested.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFFILIATED WITH AFL-CIO

CITY OF ROCHESTER HILLS



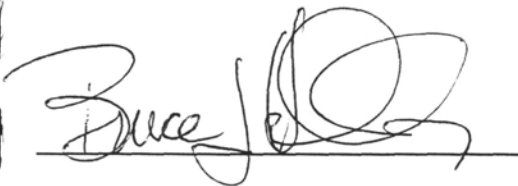
Robert Updike, Staff Representative
AFSCME, Council 25



Kenneth D. Snell, Mayor
City of Rochester Hills

WITNESS:

WITNESS:

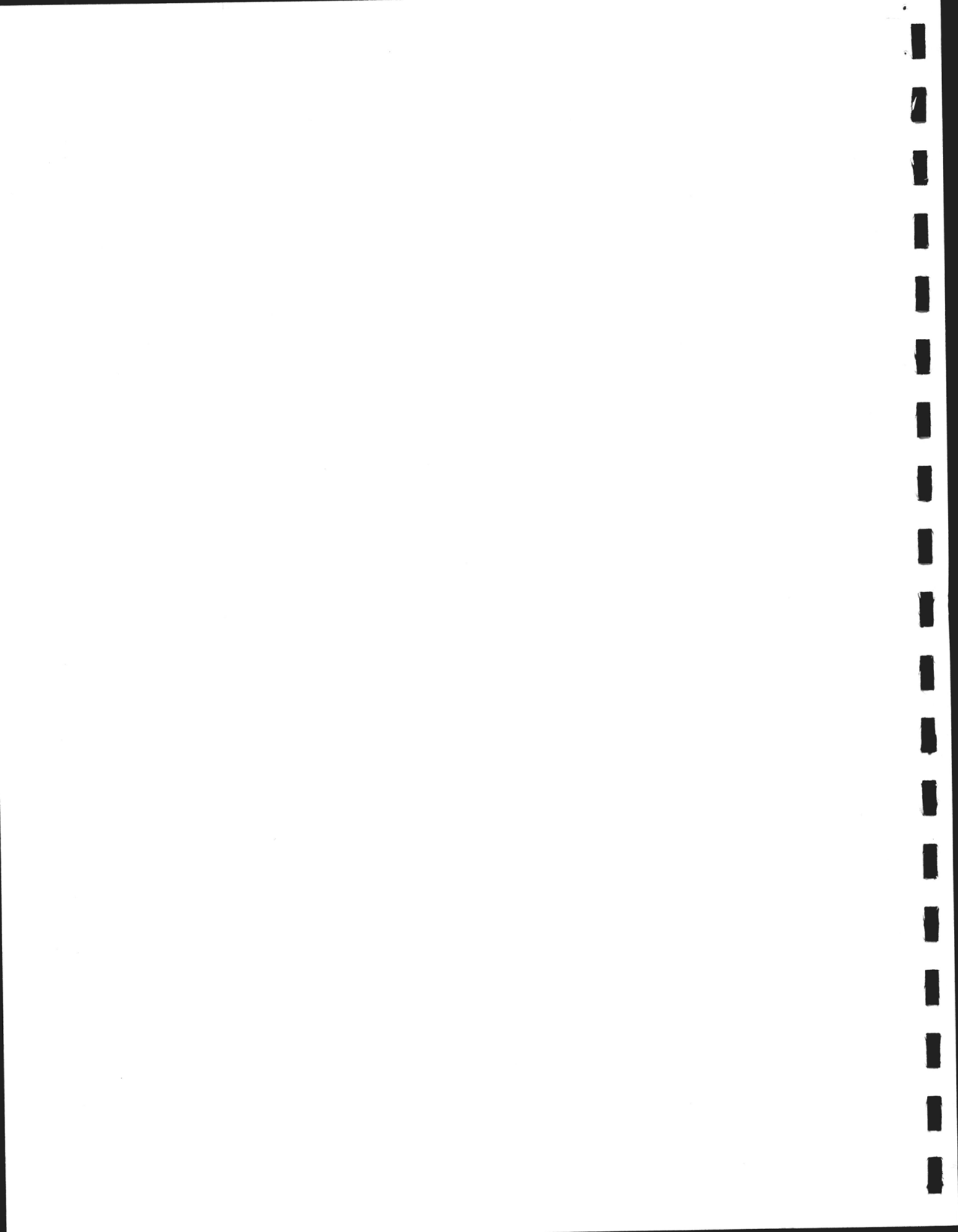


Bruce J. Halliday, President
AFSCME, Local 1917



Barbara A. Brooks, Director
Human Resources Department

Dated: July 25, 1997



DATE 12/07
TIME 11.41.26

CITY OF ROCHESTER HI
1998 COMPENSATION SCHEDULE

PE0009
PAGE 1

GRADE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
01	10.98 22,838	11.61 24,149	12.27 25,522	12.86 26,749	13.52 28,122	14.17 29,474
02	11.72 24,378	12.40 25,792	13.09 27,227	13.76 28,621	14.43 30,014	15.14 31,491
03	12.48 25,958	13.21 27,477	13.96 29,037	14.70 30,576	15.42 32,074	16.15 33,592
04	13.36 27,789	14.13 29,390	14.91 31,013	15.70 32,656	16.48 34,278	17.26 35,901
05	14.27 29,682	15.10 31,408	15.89 33,051	16.75 34,840	17.56 36,525	18.44 38,355
06	15.23 31,678	16.08 33,446	17.00 35,360	17.89 37,211	18.80 39,104	19.68 40,934
07	16.25 33,800	17.23 35,838	18.16 37,773	19.10 39,728	20.06 41,725	21.01 43,701
08	17.38 36,150	18.41 38,293	19.41 40,373	20.42 42,474	21.47 44,658	22.47 46,738
09	18.58 38,646	19.66 40,893	20.74 43,139	21.83 45,406	22.93 47,694	24.01 49,941
10	19.83 41,246	20.99 43,659	22.17 46,114	23.33 48,526	24.48 50,918	25.66 53,373
11	21.19 44,075	22.43 46,654	23.67 49,234	24.92 51,834	26.18 54,454	27.44 57,075
12	22.65 47,112	23.98 49,878	25.34 52,707	26.65 55,432	27.99 58,219	29.33 61,006
13	24.24 50,419	25.62 53,290	27.06 56,285	28.49 59,259	29.91 62,213	31.36 65,229
14	25.87 53,810	27.38 56,950	29.03 60,382	30.46 63,357	31.97 66,498	33.52 69,722
15	27.66 57,533	29.28 60,902	30.91 64,293	32.56 67,725	34.19 71,115	35.81 74,485
16	29.59 61,547	31.31 65,125	33.05 68,744	34.80 72,384	36.54 76,003	38.31 79,685

** END OF REPORT **



