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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

ASSOCIATION OF NON-INSTRUCTIONAL EMPLOYEES

(A.N.I.E.)

AND

RHINEBECK CENTRAL SCHOOL DISTRICT

JULY 1, 2003 THROUGH JUNE 30, 2006

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INTRODUCTION

Conditions of employment must be clearly defined and agreeable to both the employee and the employer. This document defining conditions of employment serves to clarify employment work schedules, wages, wage-based benefits, absence benefits and miscellaneous items offered to non-instructional personnel employed by the Board of Education of the Rhinebeck Central School District, hereinafter referred to as the Association (A.N.I.E.). This agreement will run from July 1, 2003 to June 30, 2006.

The Association and the District recognize and state that providing quality education is congruent with the quality and morale of the non-instructional staff.

DEFINITIONS

As herein used:

1. <u>Board shall mean the Rhinebeck Central School District Board of Education.</u>

2. <u>District shall mean the Rhinebeck Central School District</u>.

3. <u>Association Personnel (A.N.I.E)</u> are all those individuals whose work week is twenty (20) hours or more, and employed in positions identified as secretaries, accounts payable, custodians, cleaners, maintenance employees, student information clerk, library clerk, aides, shipping and receiving, typists, clerical workers, registered nurses, monitors, courier, grounds keepers, and any combined positions of the above titles.

Effective January 1, 2001, long-term substitutes, defined as substitutes who are appointed for a fixed term of a semester or more, shall be entitled to all of the terms of this Agreement as of their first day of service. Per diem substitutes who work for at least five consecutive months during a school year in the same position, shall be entitled to retroactive salary only, back to the first day of such service. Per diem substitutes who have worked fewer than five consecutive months, but prior to five consecutive months, the District knows they will be engaged to work at least five consecutive months, shall be entitled to retroactive salary only, back to the first day of their per diem service and shall be credited for sick days with a pro-rata share per month for each month of actual work in the position. In the case of any per diem substitute, the use of one sick leave day per month of per diem substitute service shall not be deemed a break in service in the count towards the five month period.

4. <u>RTA</u> shall mean Rhinebeck Teachers Association.

ARTICLE I EMPLOYMENT

1. By law the Board reserves the right to employ, dismiss and set wage rates for Association personnel. The District, acting in this capacity, reserves the right to establish and set salaries as represented by the respective job salary schedule. The Board further reserves the rights and responsibilities as appointing officer under the Civil Service Law. The Board shall also have the right to make deletions to existing job positions where it is clearly demonstratable the reduction is student base driven, or the position(s) has/have been eliminated. In a reduction of staff, performance appraisal and seniority shall be among the factors considered by the District in formulating its layoff procedure. All layoffs will also be done in accordance with existing Civil Service Law. The District shall first meet with appropriate representative/s of the Association for the purpose of advisory consultation where reductions are contemplated due to either of the above conditions.

The Board will not use volunteers to fill previously paid positions as vacancies occur.

2. By law the Association personnel reserve the right to be employed under existing Civil Service Code. There will be a public listing of any new positions - all persons already employed by the District who are qualified shall be considered first.

3. The job classifications used by the District are those defined by Civil Service. By law Civil Service retains the right to define and classify all Association positions in the District as to title, class and term.

ARTICLE II WORK SCHEDULE

Working Days are Monday thru Friday of each week unless such days are approved vacation or holiday leave or snow days. Association personnel may not be asked to work on weekends or holidays without additional monetary compensation or compensatory time off in accordance with F.L.S.A. requirements.

The annual work schedule of all Association personnel may be identified by the following groupings:

1. All 12 month Association personnel employed continuously between July 1st and the succeeding June 30th annually and responsible to be present for a 7 (8) (operations and maintenance personnel) hours per working day, excluding a lunch period. All 12 month clerical personnel will have a 6 hour working day, excluding a lunch period, from July 1 through August 31.

a. In the event the District cancels school on a regularly scheduled instructional day due to inclement weather, all personnel in the Operations and Maintenance Department shall be required to report to work no later than 10:00 a.m. on snow days when school is

- canceled, for which work they shall be paid double-time their regular hourly pay for hours of their regular work day or until snow removal is completed, if earlier, as determined by the Director of Facilities. It shall be the employee's option to leave work at such earlier time, in which event double-time pay shall be paid only for the actual hours worked.
- b. If inclement weather prohibits reporting to work at all on a given day, these personnel are responsible to contact their immediate supervisor, if available.
- c. In the event of a one/two hour delay, these employees will report one/two hours later than normal reporting time. However, operations and maintenance personnel are expected to report to work, as conditions will allow, in an effort to prepare their respective buildings for a timely opening. Those operations and maintenance personnel reporting to work under the above described conditions shall be paid at 1.5 times their regular wage scale (.5 additional pay scale amount for time worked from the beginning of the shift to school opening time under the delay).
- d. Early dismissal: Non-operations and maintenance personnel will be allowed to leave after students are dismissed and the buses have left their respective schools.
- e. Mid-year recesses: Clerical workers shall be required to work up to three (3) extra days during the mid-year recesses, without additional compensation, when their supervising administrator is present and requests their attendance. Cleaners/maintenance workers shall be paid straight time on three (3) mid-year recess period days.

During the following periods, all 12 month clerical personnel will be responsible to work $.5 (\frac{1}{2})$ of the working days.

- a. Christmas Recess
- b. Mid-Winter Recess
- c. Spring Recess
- f. In the event of inclement weather on days during vacation periods when 12 month clerical employees are required to work, these personnel will be permitted to leave, at their option, as weather conditions warrant, if the superintendent or business manager or building principal is not available.
- g. All salaried and hourly personnel are expected to sign-in and sign-out of their respective buildings.

2. All 10 Month Association personnel employed for 200 days, continuously between September 1st and the succeeding June 30th annually and responsible to be present for 7 (8) (operations and maintenance personnel) hours per working day, excluding a lunch period.

a. In the event the District cancels school on a regularly scheduled instructional day due to inclement weather, these personnel will report to work under the following

conditions. If after consulting with the employee's immediate supervisor it is determined that the employee's services are required on the particular inclement weather day, and the employee feels that road conditions are safe, and the employee chooses to report for work, he/she will be compensated at the rate of 1.5 times his/her hourly wage (.5 additional pay scale amount for those hours worked during the time that is recognized as inclement weather day), otherwise, an employee will be compensated at their regular rate.

- b. In the event of a one/two hour delay, these employees will report one/two hours later than normal reporting time.
- c. Early dismissal: Non-operations and maintenance personnel will be allowed to leave after students are dismissed and the buses have left their respective schools.

3. All 10 month Association personnel employed for 180 days and responsible to be present for (6.5) (registered nurses), 7 and (8) (operations and maintenance personnel) hours per working day, excluding a lunch period.

- a. In the event the District cancels school on regularly scheduled instructional day due to inclement weather, these personnel will not be expected to report to work.
- b. In the event of a one/two hour delay, these employees will report one/two hours later than normal reporting time.
- c. Early dismissal: Non-operations and maintenance personnel will be allowed to leave after students are dismissed and the buses have left their respective schools.
- d. 180 day employees will report to work when the students are in the building. They will not be required to attend Superintendent Conference days unless deemed necessary by their building principal. If required to attend, they will be paid for the time.
- e. Registered nurses and teacher aides shall work all days in which students attend school, but shall provide a minimum work year of 182 days.

The District shall set dates for Superintendent's Conference Days. After which, the appropriate representative/s of the Association and the District shall plan appropriate activities for said days.

- 4. All Association personnel that are employed hourly.
 - a. In the event the District cancels school on a regularly scheduled instructional day due to inclement weather, these personnel will not be expected to report to work and shall not be paid.

- b. In the event of a one/two hour delay, these employees will report one/two hours later than normal reporting time or when they are normally scheduled to work depending on their own schedules.
- c. Early dismissal: Personnel will be allowed to leave after students are dismissed and the buses have left their respective schools.

ARTICLE III WAGES

1. All Association personnel are to be paid either a salary or on an hourly basis. All Association personnel who work a (6.5) (registered nurses), 7, (8) (operations and maintenance personnel) are to be paid on a salary basis. All hourly personnel are responsible to submit a completed and approved time sheet to the Business Office for each pay period.

Salary Schedule Increases: The 2002-2003 salary/wage schedules shall be increased by 3.3% effective July 1, 2003, and an additional 3.3% effective July 1, 2004 and an additional 3.3% effective July 1, 2005. Employees eligible to advance a step shall do so each year.

2. Longevity: There shall be a \$550.00 longevity the July 1st after having attained fifteen (15) years of credited service in the District, effective July 1, 2003, increased to \$1,100.00, effective July 1, 2004 and increased to \$1,650.00, effective July 1, 2005.

There shall be a \$1,650.00 longevity the July 1st after having attained twenty years of credited service in the District, effective July 1, 2003.

The fifteenth and twentieth year longevities shall be cumulative.

3. All Association personnel, except for first year employees, will receive salary/wage increases and step advancement commencing effective July 1st each school year.

First year employees shall be subject to the following schedule:

Employees hired prior to 12/31 shall receive salary/wage increases and step advancement starting July 1st of the year following their employment.

Employees hired after 12/31 shall receive a salary adjustment on the anniversary date six months after employment. Subsequent salary/wage increases and step advancement shall be July 1st annually.

4. Association personnel working more than the rated (1) number of hours/week for the job classification will be paid at the rate of 1.5 times the regular hourly rate at which they are

employed. Such additional work must be requested and approved by the employee's immediate supervisor.

(1) Rated number of hours/week shall mean 40 hours for those employees that work 8 hours/day, 35 hours for those employees that work 7 hours/day, and 32.5 hours for those employees that work 6.5 hours/day. An employee shall work the minimum hours/week to qualify for additional compensation, unless expressly stated to the contrary in other sections of this contract.

An A.N.I.E. member who performs duties during time that is not considered normal working hours and that is in addition to and not directly related to their regular duties will be paid the established hourly rate for that particular duty. This rate will be at the current step of the employee performing the extra duty as long as the rate is not less than the employee's normal rate of pay.

5. When aides are asked to cover a classroom to which they are not normally assigned, in the absence of a teacher, they will provide supervision, not instruction.

6. Association personnel that have a regular daily work schedule that requires them to be present and accomplish their job entirely between the hours of 12:00 noon and 11:00 PM daily will receive a one-half hour paid lunch at their regular hourly rate.

7. Step placement upon hire shall be made by agreement between the new employee and the District.

8. Travel between employment sites in employee's vehicle at District request shall be compensated at the approved Internal Revenue reimbursement rate.

9. All Association personnel will be paid every two weeks per the payroll schedule.

10. The business office is to give advance notification to the employee of any change to the employee's pay check. In addition, employees will receive an explanation sheet of appropriate check stub codes.

11. Chaperone duties: Association personnel who perform duties after regular work hours at school sponsored events or functions will be reimbursed for their time at the same pay rate as instructional employees.

12. Registered Nurses: Nurses will receive additional compensation (hourly rate for current school year) for work performed during the summer months. Work days/times will be at the discretion of the nurse with the approval of the District.

13. Unit members shall be entitled to participate in a 21/26 pay date schedule, except that those opting for 21 pay dates shall be subject to being paid on 22 pay dates in years when equal spacing of pays requires the additional paycheck.

ARTICLE IV HEALTH INSURANCE

Association personnel are eligible for wage based benefits. The following summarizes these benefits:

- 1. Membership Options: (either)
 - a. Group Health Insurance: District's approved list of health maintenance organizations (HMO's).
 - b. The Dutchess Educational Health Insurance Consortium PPO and effective January 1, 2004, the Dutchess Educational Health Insurance Consortium Alternative PPO.

No health insurance plan may be substituted for a Dutchess Educational Health Insurance Consortium Alternate PPO plan without prior consultation of A.N.I.E.

2. Eligibility Requirements

All Association personnel that are employed by the District on a daily work schedule (minimum total of 20.0 hours/week).

3. Employer Contribution:

The District will contribute toward an employee's health insurance coverage as follows:

Single Coverage

The District will pay 96% of single Health Maintenance Organization (HMO) or the Dutchess Educational Health Insurance Consortium (DEHIC) PPO premium and effective January 1, 2004, the DEHIC Alternate PPO. Employees will contribute 4% of the individual health insurance monthly premium costs.

The District's contribution towards the cost of HMO coverage shall in no event exceed the dollar amount contributed towards the coverage in the District's plan.

Family Coverage

The District will pay 96% of family Health Maintenance Organization (HMO) or the Dutchess Educational Health Insurance Consortium (DEHIC) PPO premium and effective January 1, 2004, the DEHIC Alternate Plan. Employees will contribute 4% of the family health insurance monthly premium costs.

The District's contribution towards the cost of HMO coverage shall in no event exceed the dollar amount contributed towards the coverage in the District's plan.

4. Section 125 I.R.C. Full Flexible Benefit Plan

The District shall implement a Section 125 Internal Revenue Code Full Flexible Benefit Plan.

5. Health Insurance Buy-Out

On or before June 1st of the preceding school year, Association personnel shall inform the Business Administrator of their decision to opt out of the District's health insurance plan effective July 1st of that year. In return for opting-out the employee shall receive a buy-out payment in the last payroll run of the subject school year. The amount of the buy-out shall be determined by the amount that is established in the RTA contact for the respective year. If an employee leaves prior to the last payroll run of the subject school year, the buy-out amount shall be prorated and paid with their last salary.

New employees who are entitled to the buy-out shall have 30 days from the date of their appointment in which to opt out.

Re-entry shall be governed by the rules of the Health Insurance Plan(s) provided for in this agreement.

ARTICLE V WELFARE BENEFIT TRUST

1. Membership Option:

The RTA Welfare Trust Fund has been established for the benefit of members of the Association(s) employed by the District. The District shall fund this benefit to members of the Bargaining Unit to the same extent that benefits are funded for members of the Rhinebeck Teachers' Association. The uses of the Fund are subject to the approval of the Superintendent. The Fund may be used for medical assistance programs, life insurance or any other programs agreed to by the RTA and the Superintendent. This Fund will be administered by the RTA and there shall be no buy-out option.

2. Eligibility Requirements:

All Association personnel employed by the District on a daily work schedule (minimum total of 20.0 hours/week).

ARTICLE VI EMPLOYEE RETIREMENT

1. Eligibility Requirements:

All Association personnel that have retired from the District, been employed by the District for 10 or more years, and meet the qualifications of the Employee Retirement System as having had their retirement benefits vested.

- 2. Employer Contribution:
 - a. Hospitalization: The District and retiree have split the monthly premium costs at the following rates:

	<u>District</u>	<u>Retiree</u>
Family	.70	.30
Individual	.85	.15
Medicare	.85	.15

If at a later date the rate the District pays a higher percentage of the premium for instructional staff retirees, the rate the District pays for A.N.I.E. retirees will be raised correspondingly.

The District shall reimburse those retirees that meet the qualifications outlined in (1) above for the cost of their Medicare payments that have been deducted from the retiree's social security.

b. Buy-back of accumulated sick time: The retiree is to notify the Business Office three (3) months before retirement that they are going to exercise this option.

Upon retirement from the District, sick days may be paid back in cash or put into an insurance fund at the retiree's option, as follows:

- c. Cash The District shall buy back up to 200 accumulated sick leave days at the rate of \$25.00 per day.
- d. Insurance The District shall set aside a sum of money equal to \$50.00, times the number of accumulated sick leave days existing at the time of retirement. The retiree may direct that money in such fund to be expended by the District to pay his/her contribution (above) towards the cost of health insurance. After a minimum of 5 years, the retiree may withdraw the remaining money in the fund or continue the expenditure for health insurance payments. In the case of death, the cash options under paragraph "2c" above shall not be extended to the estate of the retiree. However, the retiree's surviving spouse may elect to continue the health insurance payment option until the fund is depleted.

ARTICLE VII PAY FOR UNUSED SICK LEAVE

Association personnel leaving the employment of the District and having accumulated sick leave shall be compensated for the accumulated sick leave according to the following criteria:

1. Employees with a minimum of three (3) years service who are involuntarily terminated through a reduction in force are entitled to the number of accumulated unused sick leave days times \$20.00.

2. Employees with a minimum of four (4) years service who voluntarily resign are entitled to the number of accumulated unused sick leave days times \$20.00.

ARTICLE VIII WORKERS' COMPENSATION

Association personnel injured at work and receiving Workers' Compensation will not have the resultant days of absence deducted from his sick leave, but will receive that portion of his regular wages not provided by Workers' Compensation.

ARTICLE IX LEAVE BENEFITS

Association personnel are eligible for absence benefits. The following summarizes these benefits. The benefits described herein are retroactive to July 1, 1993 in terms of accumulated unused sick leave days.

A. Sick Leave

- 1. Eligibility Requirements:
 - a. All Association personnel who have an annual work schedule of 12 months and a daily work schedule of 7 (8) (operations and maintenance personnel) hours.
 - b. All Association personnel who have an annual work schedule of 10 months and a daily work schedule of (6.5) (registered nurses) 7, (8) (operations and maintenance personnel) hours.
 - c. All Association personnel that have an annual work schedule of 10 months and work 20 or more hours per week.

2. Benefit

- a. Association personnel identified in <u>a.</u> above will receive:
 - -- 15 sick leave days/year to be credited July 1;
 - -- 2 family illness days/year to be credited July 1;
 - -- 1.25 sick day/month for each month of credited employment during the first year of service for a maximum of 15 days.
- b. Association personnel identified in <u>b.</u> above will receive:
 - -- 12 sick leave days/year to be credited July 1;
 - -- 2 family illness days/year to be credited July 1;
 - -- 1.25 sick day/month for each month of credited employment during the first year of service for a maximum of 12 days.
- c. Association personnel identified in <u>c.</u> above will receive:
 - -- 12 sick leave days/year to be credited July 1;
 - -- 2 family illness days/year to be credited July 1;
 - 1.25 sick day/month for each month of credited employment during the first year of service for a maximum of 12 days.

NOTE: A sick day is defined as one day with an hourly duration the same as a normal work day.

- 3. Association personnel shall be entitled to sick leave pay for periods of pregnancy related disability. The employee shall notify the District of her expected period of disability by providing a doctor's note. Unpaid medical leave shall be available after the unit member has depleted available accumulated sick days.
- B. Other Considerations:
 - 1. On June 30th annually, sick leave days not used during the preceding year will be credited to the employee's accumulated sick leave.
 - 2. Association personnel absence for four (4) or more consecutive days of illness may be required to present a doctor's certificate, prior to or at the time of return to work.

- 3. All Association personnel will be allowed to use a maximum of five (5) sick leave days for family illness.
- C. Sick Bank

A sick leave bank shall be established with the contribution of two (2) sick leave days by each participating Association employee. Employees electing to participate in such a bank shall submit to the District a waiver of two (2) days accumulated sick leave. Only those employees who choose to participate in the sick bank shall be eligible to receive time from the bank.

In order to be eligible to be a member of the sick bank, the employee shall have been employed by the District for at least one (1) year and must have a minimum of five (5) accumulated sick days at the time they request to join the bank.

The bank shall be administered by A.N.I.E. Representatives of A.N.I.E. and the Business Administrator of the District will formulate a policy for the governing of the sick leave bank. The policy must be adhered to by A.N.I.E. in administering such a bank. Withdrawals from the sick leave bank shall be limited to employees who are involved in extended illness or accidents and who have exhausted their sick leave time. The bank shall be renewable once all days contributed have been used. The renewal shall be subject to the terms set above. A doctor's certificate will be required prior to withdrawal of days from the sick leave bank.

- D. Personal Leave
 - 1. Eligibility Requirement:
 - a. All Association personnel that have an work schedule of 12 months and a daily work schedule of 7 (8) (operations and maintenance personnel) hours.
 - b. All Association personnel that have an annual work schedule of 10 months and daily work schedule of (6.5) (registered nurses) 7 (8)(operations and maintenance personnel) hours.
 - c. All Association personnel that have an annual work schedule of 10 months and an hourly daily work schedule.
 - 2. Benefits:
 - a. Association personnel identified in <u>a.</u> above will receive:
 - -- 3 personal leave days/year to be credited July 1;
 - 1 personal leave day/after each three month period of credited employment during the first year of service, for an annual total of 3.

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- b. Association personnel identified in <u>b.</u> above will receive:
 - -- 2 personal leave days/year to be credited July 1;
 - -- 1 personal leave day/after each three month period of credited employment during the first year of service, for an annual total of 2.
- c. Association personnel identified in <u>c.</u> above will receive:
 - -- 2 personal leave days/year to be credited July 1;
 - -- 1 personal leave day/after each three month period of credited employment during the first year of service, for an annual total of 2.
- 3. Other Considerations:
 - a. Personal leave is not to be considered as vacation. It implies that the situation warranting use of these days is more important than the employee's responsibility to the District.
 - b. On June 30th annually personal leave not used during the preceding year will be credited to the employee's accumulated sick leave.

E. Bereavement Leave

- 1. Eligibility Requirements:
 - a. All Association personnel that have an annual work schedule of 10 or 12 months and a weekly work schedule of twenty (20) or more hours.
- 2. Benefits:

Association personnel shall be entitled to five (5) days for each occurrence at the time of a death in the employee's immediate family or a death in the immediate family of an employee's spouse. The immediate family shall also include a son-in-law or daughter-in-law, a stepparent or foster parent. Each employee shall be entitled to three (3) days for each occurrence of a death of a grandparent or grandchild. Each employee will be entitled to one (1) day for each occurrence of a death of an aunt, uncle, niece or nephew. Unused bereavement days shall not accumulate as sick leave days. Bereavement days may be lengthened up to fifteen (15) days at the discretion of the superintendent.

F. Child Care Leave

1. Association personnel may apply for adoption or child rearing leave as soon as practical following the determination of the need for such leave. Such leave shall not be extended beyond

one (1) year duration, except at the discretion of the District and upon application by the employee for an extension of up to one additional year.

2. The employee may be required to supply to the District any such records as are necessary to determine the nature of the leave at the time the employee makes application for leave under this section.

3. Association personnel granted child care leave shall notify the District in writing of their intent to return to work, at least thirty (30) days prior to the termination of such leave. Failure to so notify the District shall constitute a termination of the right of the employee to return to work.

Family & Medical Leave - If an employee requires more than the twelve (12) weeks stated, such request is to be made in writing to the business administrator or superintendent.

G. Unpaid Leave

Association personnel (employed 3 or more years) shall be permitted an unpaid leave of absence for good cause upon written application to the District not to exceed one (1) year. Such personnel may apply for a second year of unpaid leave of absence. Granting of such leave is at the discretion of the Board. The employee shall notify the District of his/her intent to return or apply for a second year of unpaid leave of absence not less than sixty (60) days prior to the termination of said unpaid leave of absence. Failure to notify shall constitute voluntary resignation of his/her position. No person who is on an unpaid leave under this section G shall be permitted to substitute in the District during the term of the leave. Seniority is to continue during the term of the unpaid leave of absence. All benefits will be restored upon the employee's return to work.

H. Unexcused Leave

1. Absence for reasons other than those defined in the section Absence Benefits will be deemed unexcused.

2. Reductions will be made at the rate of 1/200th or 1/180th of the annual salary for 10 month (or 1/260th for 12 month) Association personnel for each working day of unexcused absence.

3. Dismissal may result from unexcused absences.

ARTICLE X VACATION LEAVE

- 1. Eligibility Requirements:
 - -- All Association personnel that have an annual work schedule of 12 months and a daily work schedule of 7 (8) (operations and maintenance personnel) hours.
- 2. Benefits:
 - -- Ten (10) days annual vacation after completion of one (1) year of service.
 - -- Fifteen (15) days annual vacation after completion of five (5) years of service.
 - -- Twenty (20) days annual vacation after completion of ten (10) years of service.
 - a. Vacation days shall be accrued in the first year of employment and awarded on a pro-rata basis on July 1st, per the following:

Starting date:

Aug. 1	9.0 days	Feb 1	4.0 days
Sept. 1	8.0 days	Mar. 1	3.0 days
Oct. 1	7.5 days	Apr. 1	2.5 days
Nov. 1	7.0 days	May 1	2.0 days
Dec. 1	6.0 days	June 1	1.0 day
Jan. 1	5.0 days		

- b. Subsequent years vacation days will be awarded annually on July 1st.
- c. On the fifth (5th) and tenth (10th) year of employment anniversary date, additional accrued vacation days will be awarded.
- d. Determination of Employment Anniversary Date:

Employment commencing on the first (1st) through fifteenth (15th) day of a month shall be considered to be the first of the month.

Employment commencing on the sixteenth (16^{th}) through the end of a month shall be considered to be the first of the following month.

e. Additional vacation days will be awarded as follows on the fifth and tenth anniversary dates:

July 1	5.0 days	Jan. 1	2.5 days
Aug. 1	4.5 days	Feb. 1	2.0 days
Sept, 1	4.0 days	Mar. 1	1.5 days
Oct. 1	3.5 days	Apr. 1	1.5 days
Nov. 1	3.5 days	May 1	1.0 day
Dec. 1	3.0 days	June 1	.5 day

Vacation time may be taken anytime throughout the year with the approval of the immediate supervisor. Up to five (5) days of unused annual vacation leave shall be repurchased by the District at the conclusion of the school year at the employee's daily rate. Vacation leave pay is not to be included in a regular payroll check.

NOTE - The District recognizes its past practice policy of allowing an employee to use a pro-rata portion of his/her vacation time in the year it has been earned. The use of this provision is discretionary on the part of the District.

- 3. Other Considerations:
 - a. The seniority of employees will be honored in determining vacation schedules whenever possible.
 - b. Association personnel leaving the employment of the District before June 30th of a given year (July 1 June 30) and having earned vacation leave due them will have such vacation time prorated thusly:
 - -- 25% (1/4th) of vacation leave earned for the entire year of service will be credited for each three month period worked during the year of separation.

Such earned vacation may be:

- -- Taken prior to separation.
- -- Received as additional wages.
- c. Association personnel who change from a 10 month position to a 12 month position will have their 10 month accumulated work time pro-rated on the basis of 10/12th per year, for computation of vacation leave time.

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ARTICLE XI HOLIDAYS

1. Eligibility Requirements:

All Association personnel that have an annual work schedule of 10 or 12 months and a daily work schedule of (6.5) (registered nurses) 7 (8) (operations and maintenance personnel) hours.

2. Benefit:

Association personnel identified in 1 above will receive the following holiday leave for which wages are paid.

- July 4th* (Preceding Friday or following Monday if on weekend).
- Friday afternoon of Dutchess County Fair*
- Labor Day* (In years when work for 10 month employees commences before Labor Day, these employees will receive holiday pay)
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day (Preceding Friday or following Monday if on weekend).
- New Year's Day (Preceding Friday or following Monday if on weekend).
- Martin Luther King, Jr.'s Birthday
- President's Day
- Good Friday
- Memorial Day

*12 Month Only

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3. Special Operation and Maintenance Personnel Absence:

All 12 month operations and maintenance personnel will be granted one (1) additional paid holiday leave day during the following periods:

- a. Christmas Recess
- b. Spring Recess

NOTE: The Business Administrator, after conferring with the appropriate representative of the Association, will assign those days that are detailed above.

All 12 month operations and maintenance personnel who work during the period that 12 month clerical are absent for Christmas, Mid-Winter, and Spring Recesses, shall be paid at their straight time rate.

ARTICLE XII JURY DUTY

Time served as a juror will not be deducted from any absence benefits. Unit members who are "on call" jurors shall report to work for their regular hours of work. Unit members who serve on a jury or appear at the court house shall return to work, if available, for at least one-half of their regular hours of work. The jury service stipend received by the Unit member, if any, shall be paid over to the District, except for any meal and travel allowance.

ARTICLE XIII MISCELLANEOUS ITEMS

A. Travel Allowance

- All Association personnel using their private vehicle for District business will be compensated at the current IRS per mile rate.

B. In-Service Training

1. All Association personnel may be asked to up-grade their skills or knowledge through periodic in-service training. If such a request is made, the District will reimburse participants for:

- a. Registration
- b. Food and/or lodging
- c. Travel

2. The participant's daily work schedule will be adjusted such that he/she will not have to spend in combination of work and in-service training more than the rated number of working hours/day for their job classification.

3. The Superintendent of Schools may, at his discretion, approve payment for Association members to take courses leading towards credit at an accredited college or university. Such payments may not exceed \$900.00 for any one A.N.I.E. member in any one year of this agreement and are to reflect actual costs for tuition. Preference shall be given to those individuals whose educational program choices offer the clearest indication of a benefit to the District. The total expenditure for this purpose may not exceed \$2,700.00 per contract year.

C. Building checks by operations and maintenance personnel

All building check assignments made for operations and maintenance personnel shall be on a rotation basis.

- D. Non-Instruction Personnel Continuation Notice
 - 1. All Association personnel will be notified by the Business Office in a timely manner (by June 1) in writing each year as to their status for the succeeding school year.
 - 2. Such notice will include but is not limited to:
 - a. Identification of Association personnel job classification.
 - b. Name of individual.
 - c. Continued employment/dismissal status of the individual.
 - 3. It will be expected that the individual will sign and date and return one copy of the Continuation Notice to the Business Office in a timely manner (before July 1st) if the individual desires continued employment in the District.

ARTICLE XIV EVALUATION

There shall be an annual evaluation of each permanent member of the bargaining unit and at least one evaluation conducted during a unit member's probationary period. The evaluation form shall be a combination of check-lists and narrative.

ARTICLE XV ACCESS TO PERSONNEL FILE

Each Association employee shall have the right to review the contents of his/her own confidential personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review.

ARTICLE XVI ASSOCIATION DUES DEDUCTION

The District agrees to deduct from the pay of all unit members a service fee, as certified by the Association to the Superintendent, and to transmit such monies to the Association. The District shall be given at least thirty (30) days notice of the effective date of any such fees or change in fees.

ARTICLE XVII RELEASE TIME

The Superintendent of Schools may, at his discretion, grant up to four (4) days of release time with pay for the Association president to conduct Association business.

ARTICLE XVIII GRIEVANCE PROCEDURE

The Association would hope that any grievances that may arise would be handled in an informal and confidential manner and dealt with as promptly as possible to reach an equitable solution. Association employees and the appropriate administrators, in each instance, will first attempt to resolve any grievance.

- 1. Grievant Rights An employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
- 2. Grievance Definition "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of a provision of this Agreement initiated by an employee covered by the Association provided, however, that such term shall not include any matter involving an employee's rate of compensation (unless the employee is claiming that he/she is denied his/her proper compensation under the terms of this agreement), retirement benefits (except as to the plan provided herein), disciplinary proceedings (except as expressly set forth herein) and any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, unless the same constitutes a breach of this Agreement.
- 3. Procedure A grievance shall be processed in the following stages:
 - a. Timeliness
 - (1) No grievance as described herein will be entertained and such grievance will be deemed waived, unless the grievance is forwarded at the first available date within twenty-five (25) calendar days after the employee/or Association knew or should have known of the act or condition on which the grievance is based.
 - (2) The time limits specified in this Article may be modified only by mutual agreement.
 - (3) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
 - b. Stage I: An aggrieved party shall present a grievance in writing specifying the provisions of the contract alleged to have been breached, to his or her immediate supervisor who

shall render a written determination to the aggrieved party within a period of five (5) calendar days.

- c. Stage II: Within ten (10) calendar days of the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent of Schools. A meeting of the parties for the purpose of presenting mutual positions shall be held on three (3) days notice at Stage II within ten (10) days of the receipt of the grievance at those levels. A written decision with supporting reasons shall be rendered to the grievant and the Association in each instance within five (5) calendar days of such meeting. The grievant shall also have the right to appeal to the next stage if no meeting is held within the time allowed or if no decision is rendered within fifteen (15) days thereof.
- d. Stage III: Board Level: The Board (or a committee thereof) shall have the option of hearing the appeal or refusing to hear the appeal and denying the same. Thereupon the Association may seek arbitration of the appeal. When the Board expresses its option to hear the appeal, the Board shall provide the employee or Association with an opportunity to be heard. Said hearing shall be held within ten (10) days of the date of the appeal from Stage II. The Board shall return its decision within ten (10) days of the date of the hearing. In the event the Board does not hear the appeal, the Board shall notify the Association within five (5) days of the date of the appeal.
- e. Stage IV: Arbitration: If the Association is not satisfied with the decision at Stage III, it may submit the grievance to the P.E.R.B. Arbitration Panel within twenty (20) calendar days of the decision at Stage III. The decision by P.E.R.B. shall be final and binding upon all parties.

Arbitration shall be limited to terms covered in this contract and the Association shall specify in the demand for arbitration (or the notice of intent to arbitrate) the specific contract provisions alleged to have been breached.

- f. System-Wide Grievances: If a grievance affects a group of employees or appears to be associated with system-wide policies, or arises from action of the Board, it may be submitted by the Association directly at Stage II described above.
- g. Informal Resolution: Nothing contained herein shall be construed as limiting the right of the individual having a grievance to discuss the matter informally and/or to have the grievance adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of the collective bargaining contract, provided further, that the bargaining representative has been given opportunity to be present at such adjustment.

Advisory Arbitration - Discharge/Discipline Cases: In the event of a suspension or discharge, arbitration shall be held within twenty (20) days of the demand and a decision shall be rendered within fourteen (14) days. The Association may make a demand for arbitration in suspensions or discharges directly to the Board upon notification of the suspension or discharge. The decision of

the arbitrator shall be advisory only. The Board shall accept or reject the arbitrator's decision within two weeks of receipt thereof.

Any other form of discipline other than suspension or discharge shall follow the regular grievance procedure, except that the decision of the arbitrator shall be advisory only.

ARTICLE XIX MAINTENANCE OF STANDARDS

A. Existing terms and conditions of employment may only be changed by mutual agreement. New terms and conditions of employment shall be negotiated with the Association as required by PERB.

For the purposes of arbitral review, terms and conditions of employment shall be considered those recognized by the Court of Appeals or PERB. Where no such ruling has been made, reference to the United States Supreme Court and NLRB decision shall be made. The arbitrator shall be without power to find subjects to be terms and conditions of employment where precedent referred to above is to the contrary.

- B. Any arrangement, individual or otherwise, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement. If an individual arrangement, agreement, or contract contains language inconsistent with this Agreement, this Agreement during its duration shall be controlling. In the event that unit work must be performed by non-unit members, the District shall be free to negotiate such terms as shall be necessary to provide programs or services.
- C. If any provision of this Agreement or any application of the Agreement to any unit member or group of unit members should be found to be contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE XX LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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ARTICLE XXI DURATION

This Agreement shall become effective as of July 1, 2003 and continue in effect through June 30, 2006. The A.N.I.E. agrees that all negotiable items have been discussed during the negotiations leading to this Agreement and agrees that negotiations will not be reopened on any item contained herein during the life of this Agreement unless mutually agreed upon. In the event that either party wishes to amend this Agreement, all negotiations proposals will be submitted to earlier than December 1, 2005 and no later than March 1, 2006. If neither party desires to amend this Agreement it shall continue in effect from year-to-year thereafter subject to notice upon the calendar dates referenced above.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed in the manner following:

Chief Executive Officer Rhinebeck Central School District

Joseph Phélan Superintendent Rhinebeck Central Schools

November 13, 2003 Date

Association of Non-Instructional Employees

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President, A.N.I.E.

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3	33,104	28,090	26,004	27,856		 25,525	24,737	27,090		20,614	18,779	15,125	32,040
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11	41,936	35,584	32,938	35,286	32,276	 32,335	31,335	34,317		26,114	23,789	19,735	41,802
	43,193	36,652	33,928	36,346		 33,304	32,276	35,347		26,896	24,504	20,327	43,058
13	44,487	37,751	34,944	37,438		 34,303	33,243	36,408		27,704	25,238	20,937	44,349
. 14		38,884	35,992	38,560	35,270	 35,333 36,392	34,241	37,502		28,536	25,996	21,565	45,678
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	1	43,320	36,758	. 34,025	36,450	33,341	 34,403	33,341	35,449	-	26,976	24,574	20,386	43,181	
	2	44,618	37,862	35,048	37,545	34,340	 35,435	34,340	36,513	4	27,784	25,313	20,998	44,479	
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	4	47,336	40,167	37,180	39,832	36,434	 37,593		38,740	_	29,478	26,854	22,277	47,185	
	15	48,756	41,371	38,297	41,028	37,525	 38,720	36,434	39,900	_	30,361	27,660	22,946	48,603	
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11		37,971	35,148		34;441		35,538	33,437 34,441	36,619		27,866	25,385		43,510	
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15				42,382	38,763		39,998		42,452		32,304	28,573		50,207	
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			34,395	29,187	27,016	28,945	26,474	27,317	26,474	GUID AIDE	SEC 10 MO	LIB CLK	CLS AIDE	*** **RN 10 MO REGNUR	NTH****
	·	2	35,428	30,062	27,827	29,811	27,267	28,136	27,267		22,060	20,098	16,673	35,317	
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•		9	43,571	36,971	34,224	36,667	32,559	33,596			27,131	24,718	19,909 20,505	42,168	
		10	44,881	38,082	35,253	37,765	34,540	34,603	33,535		27,947	25,458	21,121	43,435	
		11	46,227	39,224	36,308	38,896	35,578	36,711	34,540 35,578		28,786	26,223	21,754	46,078	
		12	47,611	40,402	37,400	40,064	36,644	37,812	36,644		29,648	27,011	22,407	47,463	
		· 13	49,039	41,613	38,519	41,267	37,744	38,947	37,744		30,538	27,820	23,079	48,887	
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		17	53,587 55,194	45,471	42,094	45,094	41,243	42,559	41,243	45,169	34,371	31,311	25,219	53,418	
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