

**RESOLUTION NO. 301-2016**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF POINT PLEASANT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING BETWEEN BOROUGH OF POINT PLEASANT AND TEAMSTERS LOCAL UNION NO. 469 (CLERICAL)**

**WHEREAS**, the Borough Council of the Borough of Point Pleasant, County of Ocean, State of New Jersey (hereinafter referred to as the "Borough") has been negotiating with Teamsters Local Union No. 469 (Clerical) (hereinafter referred to as the "Union") for the execution of a new Collective Bargaining Agreement for by and between the parties; and

**WHEREAS**, the new Collective Bargaining Agreement is for a new four-year term effective January 1, 2016 until December 31, 2019; and

**WHEREAS**, the Borough and the Union have come to terms on a Memorandum of Understanding to be incorporated into a new Collective Bargaining Agreement; and

**WHEREAS**, the Borough finds it necessary and appropriate to adopt this Resolution authorizing the Mayor, Borough Clerk, and the Borough Administrator to execute any and all documents to ratify the Memorandum of Understanding; and

**WHEREAS**, the Memorandum of Understanding has been reviewed by the Borough Solicitor and found to be in proper form; and

**WHEREAS**, the Memorandum of Understanding is on file in the office of the Borough Clerk and can be reviewed during normal business hours:

**NOW, THEREFORE, BE IT RESOLVED**, this 18<sup>th</sup> day of October, 2016, by the Mayor and Borough Council of the Borough of Point Pleasant, County of Ocean, State New Jersey, as follows:

1. The Borough hereby authorizes the execution of Memorandum of Understanding between the Borough and the Teamsters Local Union No. 469 (Clerical).

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**  
  
COUNSELLORS AT LAW  
  
620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731

2. The Borough authorizes and directs the Mayor, Borough Clerk, and Borough Administrator to execute any and all necessary documents in order to implement the intent of this Resolution.

3. A certified copy of this Resolution shall be forwarded by the Borough Clerk to the following:

- (a) The Honorable Robert A. Sabosik, Mayor;
- (b) Joseph Furmato, Jr., Council President;
- (c) Christopher J. Dasti, Esquire; and
- (d) Frederick Potter, President, Teamsters Local Union No. 469.

Council Member DePaola presented the following Resolution

Seconded by Thulen

RECORD OF VOTE	JOSEPH FURMATO	JOHN WISNIEWSKI	WILLIAM BOROWSKY	ANTOINETTE DEPAOLA	PAMELA SNYDER	MICHAEL THULEN JR.	MAYOR SABOSIK
<b>COUNCIL</b>							
<b>YES</b>	X	X	X	X	X	X	
<b>NO</b>							
<b>ABSTAIN</b>							
<b>ABSENT</b>							

I, Antoinette Jones, RMC, CMR, Borough Clerk of the Borough of Point Pleasant, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Point Pleasant Borough Council at a meeting held on the 18th day of October, 2016.

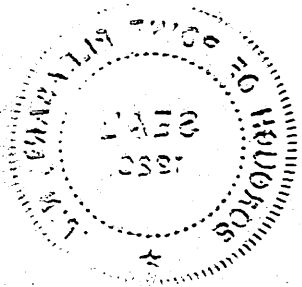
BOROUGH OF POINT PLEASANT, IN  
THE COUNTY OF OCEAN, NEW JERSEY

*Antoinette Jones*  
ANTOINETTE JONES, RMC, CMR  
BOROUGH CLERK

DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731



# Memorandum of Understanding 2016 - 2019

by and between  
The Borough of Point Pleasant Borough  
and  
Teamster Local Union No. 469 (Clerical)

The Borough of Point Pleasant Borough (hereinafter referred to as the "Borough") and Teamsters Local Union No. 469 an Affiliate of the International Brotherhood of Teamsters (Clerical Agreement) (hereinafter referred to as "Teamsters") desire to enter into this Memorandum of Understanding setting forth the terms of the new Collective Bargaining Agreement ("Agreement"). The parties acknowledge that the prior Agreement entered into by and between the Borough and the Teamsters expired on December 31, 2015. This MOU is subject to ratification of the parties.

1. The Borough and Teamsters agreed that other than as set forth herein below all of the terms and conditions of the prior Agreement which expired on December 31, 2015 shall remain in full force and effect.

2. This Agreement shall be for a new four (4) year term, expiring on December 31, 2019.

3. The Borough shall pay to the employees an increase in salary equal to two percent (2%) per annum for each of the four (4) years beginning on the first day of January of each year. Amend Salary Guide to reflect the increases.

4. Article XI. Vacation; Amend Section 3 so that two (2) employees may be off for vacation per department providing there are three (3) or more employees within a department and the department has proper coverage for the period possibly using part time employees or employees from other departments to cover.

5. Add new Article. When the Borough closes due to weather or an emergency, non-essential employees not working shall be paid for the day.

6. The DPW employee work week effective September 1, 2016 shall be changed from 32 hours per week to 35 hours per week seven (7) hours per day. Effective January 1, 2017 the work week will shall be changed from 35 hours to 40 hours per week at eight (8) hours per day.

7. Article X - Medical, Surgical and Health Plans; Amend. Employees who retire with twenty-five or more years of service with the Borough shall continue to receive employee & spouse and children under the age of twenty-six (26) medical coverage from the Borough as though they were employed (medical, surgical, hospital, prescription, etc.).

8. Article IV Grievance Procedure: Add the following:

The Employer shall not suspend or discharge any employee, except for probationary employees, without just cause. All cases involving major discipline, i.e., the discharge or suspension of an employee in excess of five (5) working days shall be adjudicated in accordance with Civil Service Regulations. At any such disciplinary hearing, the employee may be represented by the steward, the local Union President, or designee, and a council representative. In the case of a suspension of five (5) working days or less, the employee may grieve the action through the Grievance Machinery as set forth within the contract. In all cases involving the discipline, suspension or discharge of an employee, the Employer must immediately notify the employee in writing of his discipline, discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union office within one (1) working day from the time of discharge or suspension. The Union may elect to appeal any minor discipline matter to arbitration as provided for in this agreement

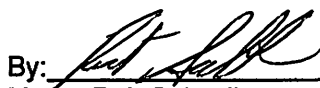
Other than as set forth hereinabove all other terms and conditions of the prior Collective Bargaining Agreement which expired on December 31, 2015 shall remain in full force and effect.

Teamsters Local Union No. 469

By:   
Fredrick Potter, President

Dated: Nov 8, 2016

Borough of Point Pleasant

By:   
Mayor Bob Sabosik

Dated: Nov 8, 2016

The first part of the document is a letter from the Director of the Bureau of the Census to the Director of the Bureau of Economic Warfare. The letter is dated August 1, 1945, and is addressed to the Director of the Bureau of Economic Warfare, Washington, D. C. The letter is signed by the Director of the Bureau of the Census, Robert M. Harter.

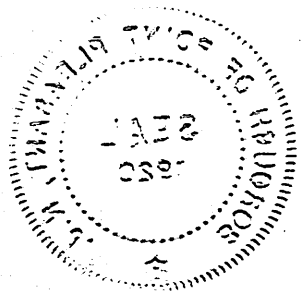
The letter discusses the Bureau of the Census's interest in the Bureau of Economic Warfare's activities. It mentions that the Bureau of the Census is interested in the Bureau of Economic Warfare's activities in the field of economic warfare, and that it is interested in the Bureau of Economic Warfare's activities in the field of economic warfare.

The letter also mentions that the Bureau of the Census is interested in the Bureau of Economic Warfare's activities in the field of economic warfare, and that it is interested in the Bureau of Economic Warfare's activities in the field of economic warfare.

The second part of the document is a letter from the Director of the Bureau of Economic Warfare to the Director of the Bureau of the Census. The letter is dated August 1, 1945, and is addressed to the Director of the Bureau of the Census, Washington, D. C. The letter is signed by the Director of the Bureau of Economic Warfare, Robert M. Harter.

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**RESOLUTION NO. 302 - 2016**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF POINT PLEASANT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN BOROUGH OF POINT PLEASANT AND TEAMSTERS LOCAL UNION NO. 469 (CLERICAL)**

**WHEREAS**, the Borough Council of the Borough of Point Pleasant, County of Ocean, State of New Jersey (hereinafter referred to as the "Borough") has come to terms on a new Collective Bargaining Agreement with Teamsters Local Union No. 469 (Clerical) (hereinafter referred to as the "Union") for a new four-year Agreement; and

**WHEREAS**, the Borough has authorized the execution of a Memorandum of Understanding to be incorporated into the new Collective Bargaining Agreement; and

**WHEREAS**, the new Collective Bargaining Agreement has been prepared and reviewed by the Borough and the Borough Solicitor and found to be in proper form; and

**WHEREAS**, a copy of the Collective Bargaining Agreement is on file at the office of the Borough Clerk and can be reviewed during normal business hours; and

**WHEREAS**, the Borough finds it necessary and appropriate to authorize the Mayor to execute the new Collective Bargaining Agreement between the Borough and the Union:

**NOW, THEREFORE, BE IT RESOLVED**, this 18<sup>th</sup> day of October, 2016, by the Mayor and Borough Council of the Borough of Point Pleasant, County of Ocean, State New Jersey, as follows:

1. The Borough hereby authorizes the Mayor to execute the Collective Bargaining Agreement for a new four-year term between the Borough and the Teamsters Local Union No. 469 (Clerical).

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**  
  
COUNSELLORS AT LAW  
  
620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731

2. The Borough authorizes and directs the Mayor, Borough Clerk, and Borough Administrator to execute any and all necessary documents in order to implement the intent of this Resolution.

3. A certified copy of this Resolution shall be forwarded by the Borough Clerk to the following:

- (a) The Honorable Robert A. Sabosik, Mayor;
- (b) Joseph Furmato, Jr., Council President;
- (c) Christopher J. Dasti, Esquire; and
- (d) Frederick Potter, President, Teamsters Local Union No. 469.

Council Member Thulen presented the following Resolution

Seconded by DePaola

RECORD OF VOTE	JOSEPH FURMATO	JOHN WISNIEWSKI	WILLIAM BOROWSKY	ANTOINETTE DEPAOLA	PAMELA SNYDER	MICHAEL THULEN JR.	MAYOR SABOSIK
COUNCIL							
YES	X	X	X	X	X	X	
NO							
ABSTAIN							
ABSENT							

I, Antoinette Jones, RMC, CMR, Borough Clerk of the Borough of Point Pleasant, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Point Pleasant Borough Council at a meeting held on the 18th day of October, 2016.

BOROUGH OF POINT PLEASANT, IN  
THE COUNTY OF OCEAN, NEW JERSEY

  
ANTOINETTE JONES, RMC, CMR  
BOROUGH CLERK

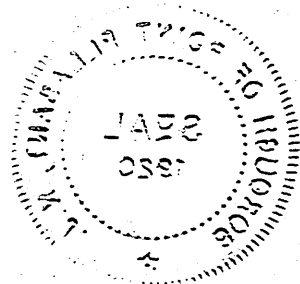
DASTI, MURPHY  
McGUCKIN, ULAKY,  
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COUNSELLORS AT LAW

620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731







**COLLECTIVE BARGAINING AGREEMENT  
COVERING (CLERICAL EMPLOYEES)**

**BETWEEN**



**TEAMSTERS LOCAL UNION NO. 469  
3400 HWY. 35 SUITE # 7  
HAZLET, NJ 07730**

**AND**



**BOROUGH OF POINT PLEASANT  
2233 BRIDGE AVE.  
POINT PLEASANT, NJ 08742**

January 1, 2016 through December 31, 2019

## TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE(S)
ARTICLE I	STATEMENT OF PRINCIPLES	3
ARTICLE II	NEGOTIATING PROCEDURE	3 & 4
ARTICLE III	DUES DEDUCTION AND REPRESENTATION FEE	4
ARTICLE IV	GRIEVANCE PROCEDURE	5 & 6
ARTICLE V	SALARIES & RATE OF PAY	6
ARTICLE VI	EMPLOYEE WORK SCHEDULE	6 & 7
ARTICLE VII	OVERTIME COMPENSATION	7
ARTICLE VIII	EMPLOYEE RIGHTS	8
ARTICLE IX	SENIORITY	8 & 9
ARTICLE X	HOSPITAL & MEDICAL INSURANCE	9 & 10
ARTICLE XI	VACATION	10
ARTICLE XII	HOLIDAYS	10 & 11
ARTICLE XIII	SICK LEAVE	11 & 12
ARTICLE XIV	OTHER LEAVES OF ABSENCE	12
ARTICLE XV	LONGEVITY COMPENSATION	13
ARTICLE XVI	RETIREMENT BENEFITS	13
ARTICLE XVII	SAVINGS CLAUSE	14
ARTICLE XVIII	DURATION	14
ATTACHMENT I	SALARY GRADE FOR EACH POSITION	15
ATTACHMENT II	SALARY SCALE – 2016 through 2019	16
ATTACHMENT III	SALARY SCALE - 2016 through 2019	17
ATTACHMENT IV	MEMORANDUM OF UNDERSTANDING	18

This Agreement effective January 1, 2016, by and between the Borough of Point Pleasant, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the Employer, and Teamsters Local Union No. 469 an Affiliate of the International Brotherhood of Teamsters, hereinafter known and designated as the Union.

Witnessed that, for, and in consideration of, the mutual covenants hereinafter set forth, parties agree as follows:

## ARTICLE I. STATEMENT OF PRINCIPLES

SECTION 1. The Employer has heretofore recognized the Union as the sole and exclusive bargaining unit of all full-time, permanently appointed clerical employees now or hereafter employed by the Municipal Office of the Borough of Point Pleasant except: the Borough Clerk; Tax Collector; Registrar; Secretary of the Board of Health; Tax Assessor; Building Inspector; Zone and Code Enforcement Officer; confidential and supervisory employees and all others.

SECTION 2. The Employer has an obligation pursuant to Chapter 123, Public Laws of 1974, N.J.S.A. 34:13A-1, et seq., to negotiate with the Union as the said representative and to provide orderly and peaceful proceedings for presenting employee's grievances and proposals.

SECTION 3. The Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves onto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

SECTION 4. The exercise of the foregoing powers, authority, duties and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then, only to the extent that such specific, express terms hereof are in conformity with the Constitution and Laws of the State of New Jersey and of the United States. That nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the laws of the State of New Jersey or under any local laws as they pertain to the Employer; and it is the intention of both parties hereto that this Agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

## ARTICLE II. NEGOTIATING PROCEDURE

SECTION 1. Negotiations for a successor Agreement shall begin no later than September 1st of the appropriate year.

SECTION 2. Neither party shall have any control over the selection of the negotiating representatives of the other party, and each party hereby agrees that its representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make further counter-proposals in the course of the negotiations, with final approval of the Contract to be made by the Employer at an open public meeting after ratification by the Union.

SECTION 3. With the sole exception of an agency shop provision, this Agreement incorporates the entire understanding of the parties in all matters which would or could have been the subject of negotiations; and neither party shall be required to negotiate further for the years 2016, 2017, 2018, 2019 with respect to any negotiable matter, whether or not covered by this Agreement.

SECTION 4. Except as this Agreement shall hereinafter specifically otherwise provide, all conditions of employment heretofore established by the rules, regulations, policies and practices of the Borough of Point Pleasant shall continue in effect as though set forth at length herein; and nothing provided herein shall be interpreted or construed so as to eliminate, reduce or otherwise detract from any benefits to either party existing prior the effective date of this Agreement, other than as changed by this Agreement.

SECTION 5. Copies of this Agreement shall be printed at the expense of the Employer, and when such printing shall be completed, if possible, within thirty (30) calendar days after the Agreement is signed, the Agreement shall be presented to all members of the Collective Bargaining Unit.

### ARTICLE III. DUES DEDUCTION AND REPRESENTATION FEE

SECTION 1. The Employer agrees to deduct dues from the wages of each employee who is a member of the Union and to forthwith remit the same to the Union Office.

SECTION 2. The Union agrees to file the dues deduction authorization form with the Employer for each employee prior to such deductions and same shall be in accordance with the applicable statutes of the State of New Jersey.

### SECTION 3. REPRESENTATION FEE

A. The Union shall deliver to the Employer a written statement containing the following:

(1) A statement that the Union has determined the amount of representation fee in accordance with the requirements of N.J.S.A. 34:13A-5.4.

(2) A statement that the Union has established a "demand and return system" in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.

(3) A statement establishing the amount of representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

B. On the first day of each month, as necessary, the Union shall provide the Employer with a list of all members of the bargaining unit who have failed to arrange for and become members of the Union and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

C. Beginning with the first full pay period following receipt of the above letter, the Employer will commence deductions from salaries in accordance with "Paragraph D.", below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Union.

D. Payroll Deduction Schedule - The Employer will deduct the representation fee from the pay checks paid to each employee on the aforesaid list. The deductions will begin with the first pay checks:

(1) Following receipt of the above list, or

(2) Thirty (30) days after a new employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and for the transmission of such fees due to the Union, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Union.

E. On or about the last day of each month, as necessary, beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period.

SECTION 4. The Union hereby agrees to indemnify, defend and save harmless the Mayor and Council from any claim, suit or action of any nature whatsoever which may be brought at law or equity or before any administrative agency, with regard to, or arising from the deduction from the salaries of any employee of any sum of money as a dues deduction or a representation fee under provisions of this Agreement.

SECTION 5. The Employer agrees to deduct and transmit to the Union the amount specified from the wages of those employees who voluntarily authorize "DRIVE" contributions on the forms provided for that purpose by the Teamsters Union.

#### ARTICLE IV. GRIEVANCE PROCEDURE

SECTION 1. A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties relating to any matter of terms and conditions of employment hereto.

SECTION 2. An aggrieved employee shall present his/her grievance in writing within ten (10) working days of knowledge of its occurrence, or such grievance shall be deemed waived.

SECTION 3. In the event the Union, the Shop Steward and or an employee individually intends to file a grievance the following procedures shall be followed:

STEP 1. The employee and the Shop Steward, or the employee individually, but in the presence of the Shop Steward, shall take up the grievance in writing with the department head as is applicable who shall answer the grievance in writing within five (5) working days.

STEP 2. If the grievant and/or the Shop Steward is not satisfied with the results of Step 1, then, within five (5) working days, the grievant or the Shop Steward must deliver the grievance in writing to the Borough Administrator who shall have five (5) working days in which to arrange a meeting between himself, the grievant and the Shop Steward or the grievant, individually, but in the presence of the Shop Steward. The written decision of the Borough Administrator shall be issued within five (5) working days of the meeting.

STEP 3. If the Employer and/or the Union is not satisfied with the results of Step 2, then such employee and/or Union shall present the grievance in writing within five (5) calendar days to the Mayor and Council whose answer shall be in writing within ten (10) working days or in the event a Council Meeting is not held during said time, answer shall be given in writing within two (2) working days of the next regularly scheduled Council Meeting.

STEP 4. If the grievant and/or the Union is not satisfied with the results of Step 2, and if the grievance applies only to the specific terms of this locally negotiated, written Agreement, then the Union, no later than the twenty-first (21st) calendar day after submitting the written grievance to the Mayor and Council, may bring the grievance to the New Jersey Public Employment Relations Commission to be resolved according to its rules and regulations.

STEP 5. The arbitrator appointed by the New Jersey Public Employment Relations Commission shall have no authority to add to or subtract from, modify, change or revise this locally negotiated, written Agreement, in any manner. Furthermore, he/she shall have no authority to issue an award pertaining to an administrative decision or policy, rules, regulation of the appropriate state agency or state statute pertaining to terms and conditions of employment which are not grounded in this locally negotiated, written Agreement.

STEP 6. It shall be the intention of the parties to settle all differences between the Employer and the Union through the grievance procedures of this Agreement. Therefore, the Employer agrees that it will not lock out its employees, and the Union agrees that they will not strike, slow down or cause a slow down, or engage in any work stoppage or other job action during the term of this Agreement. An employee who violates the terms of this Section shall be subject to discharge.

SECTION 4. The Employer shall not suspend or discharge any employee, except for probationary employees, without just cause. All cases involving major discipline, i.e., the discharge or suspension of an employee in excess of five (5) working days shall be adjudicated in accordance with Civil Service Regulations. At any such disciplinary hearing, the employee may be represented by the steward, the local Union President, or designee, and a council representative. In the case of a suspension of five (5) working days or less, the employee may grieve the action through the Grievance Machinery as set forth within the contract. In all cases involving the discipline, suspension or discharge of an employee, the Employer must immediately notify the employee in writing of his discipline, discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union office within one (1) working day from the time of discharge or suspension. The Union may elect to appeal any minor discipline matter to arbitration as provided for in this agreement.

#### ARTICLE V. SALARIES AND RATE OF PAY

SECTION 1. The salary for all employees shall be based upon a Grade and Step Plan as delineated on Attachment I (Salary Grade for Each Position) and Attachments II and III (Salary Scales for Each Grade). The wage increases and effective dates for increases applied to the salary scales are as follows:

Retroactive to	Effective	Effective	Effective
1/01/16	1/01/17	1/01/18	1/01/19
2.00%	2.00%	2.00%	2.00%

SECTION 2. Every individual will advance one step on the pay scale on the first day of the month of their anniversary until reaching maximum salary in grade.

SECTION 3. When an individual receives a promotion or upgrade, they shall receive a five percent (5%) increase and be placed at the next higher step in the grade to which they move.

SECTION 4. The regular rate of pay for members of the bargaining unit shall be his/her annual salary plus his/her longevity compensation, as determined by the provisions of this Agreement, divided by the number of regular pay periods in the year.

#### ARTICLE VI. EMPLOYEE WORK SCHEDULE

SECTION 1. The work day for members of the bargaining unit assigned to the Municipal Offices shall consist of six (6) working hours with one (1) hour off without pay for lunch and the assignment of an additional two (2) hours during the normal work week, to constitute the work week as provided in Section 4 hereof.

SECTION 2. The work day for members of the bargaining unit assigned to the Police Department and the Public Works Department shall be in accordance with a schedule agreed upon and approved by both the employee and the department head of the respective department and shall constitute the work week as provided in Sections 1 and 4 hereof.

SECTION 3. During the normal work day, a member of the bargaining unit shall be entitled to one (1) fifteen-minute break during the morning and one (1) fifteen-minute break during the afternoon hours of work.

SECTION 4. The employee workweek, except as hereinafter delineated, shall consist of a total of thirty-two (32) working hours per week, Monday through Friday, only.

SECTION 5. The Borough shall commence negotiations with the unit over any increase of the work week.

SECTION 6. It is understood that, if the workweek is increased, the Borough shall pay any affected employee the proportional increase in wages, pending the determination of negotiations between the parties.

SECTION 7. It is understood that any decision to increase the workweek may apply to all secretaries and departments or to individual secretaries or departments.

SECTION 8. The Borough agrees to grant the necessary time off without loss of pay to the Shop Steward and Assistant Shop Steward of the Local Union or delegates designated by the Union to attend any State or National Convention, including conventions or seminars of the Local Union. Such time off as herein described is not to exceed one event in any calendar year.

SECTION 9. The DPW employee work week effective September 1, 2016 shall be changed from 32 hours per week to 35 hours per week seven (7) hours per day. Effective January 1, 2017 the work week will shall be changed from 35 hours to 40 hours per week at eight (8) hours per day.

SECTION 10. When the Borough closes due to weather or an emergency, non-essential employees not working shall be paid for the day.

## ARTICLE VII. OVERTIME COMPENSATION

SECTION 1. Each member of the Bargaining Unit shall be paid overtime compensation at the rate of one and one-half (1-1/2) times his/her regular rate of pay for all hours worked in excess of forty (40) hours in any work week.

SECTION 2. If a member of the Bargaining Unit is called to work on other than his/her normally scheduled work day between the hours of 12 midnight and 6: 00 a.m., such employee (s) shall be guaranteed four (4) hours pay. If called to work at any other hours of the day, other than the normal work hours or the period between midnight and 6:00 a.m., such employees shall be guaranteed two (2) hours pay minimum. Exception to this section shall be for overtime generated by elections, animal inoculations and Municipal Auctions which shall continue to be guaranteed at four hours.

SECTION 3. If a member of the Bargaining Unit works sufficient hours to qualify for overtime pay, such member of the Bargaining Unit shall have the option to take compensatory time at an equivalent of straight time, in lieu of overtime pay, at a time mutually agreeable with the immediate supervisor and the employee. The maximum amount of compensatory time an employee may be permitted to accrue is thirty-two (32) hours. An employee who has accrued the maximum number of compensatory hours allowed shall be paid all additional overtime in pay. All earned compensatory time must be utilized within thirty (30) days or is forfeited unless otherwise authorized by the Administrator.



## ARTICLE VIII. EMPLOYEE RIGHTS

SECTION 1. No permanent employee who has served his/her probationary period shall be disciplined, reprimanded, reduced in compensation or job classification without just cause. If any member of the Bargaining Unit participates during working hours in scheduled negotiations or grievance proceedings, he/she shall suffer no loss in pay or change in scheduled work hours.

SECTION 2. Other than working hours, the Union shall have the right to use Municipal Buildings at all reasonable hours for meetings upon notification to the Borough Clerk.

SECTION 3. Other than working hours, the Union shall have the right to use Municipal facilities and equipment, including: typewriters; mimeographing or other duplicating equipment; calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incidental thereto and for any repairs necessitated as a result thereof.

SECTION 4. Any member of the Bargaining Unit who is a member of the Fire Department and/or First Aid Squad on a voluntary basis shall be granted time off with pay for attendance at all emergency calls within the Borough of Point Pleasant.

SECTION 5. Time necessary for appearance in any legal proceedings, other than that connected with any form of legal or illegal Union activity, connected with the employee's employment or with the Municipal Offices, if the employee is required by the Court to be present; such employee will suffer no loss of pay, and such time shall be considered as work time in computing overtime pay, if necessary.

SECTION 6. Any an all job vacancies in the Bargaining Unit shall be posted on the bulletin board of the lounge for a total of ten (10) working days. Any member of the Bargaining Unit desiring to be considered for such vacancy shall sign the job posting sheet in ink. The final determination as to who shall fill the position shall be made by the Borough Council, which is not precluded from considering application(s) from non-employee(s).

## ARTICLE IX. SENIORITY

SECTION 1. Newly-hired, permanent employees shall be considered to be on a trial basis for a period of ninety (90) days from the date of obtaining permanent status; and all seniority and permanent employee's security shall conform to and comply with the applicable statutes and regulations of the New Jersey State Division of Civil Service. Such employees may, during their trial periods, be terminated at any time during said period, without recourse whatsoever.

SECTION 2. Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

SECTION 3. Seniority shall mean the length of continuous service with the Employer, regardless of capacity or department. For all new employees as of the effective date of this Contract, seniority shall be based on continuous full time service.

SECTION 4. An employee shall lose all seniority rights for any one or more of the following reasons, but not limited to these reasons:

- (a) Voluntary resignation
- (b) Discharge for good reason
- (c) Failure to return to work within five (5) working days after being recalled by registered or certified mail, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as Employer deems appropriate.
- (d) Failure to be recalled after layoff for a period in excess of twelve (12) calendar months.

SECTION 5. Seniority shall be among the factors considered for any employee seeking either a promotion or transfer to any position resulting in a pay increase in responsibilities or duties.

SECTION 6. Seniority shall be the prime consideration in the selection of vacation time.

SECTION 7. In the event of a general reduction in force, the Union shall be notified in accordance with all rules and regulations as promulgated by the New Jersey Department of Personnel.

SECTION 8. An employee laid-off during the general reduction in force and who is recalled and reinstated to her/his former position, shall receive her/his former rate of pay or the current wage for her/his position, whichever is the higher.

SECTION 9. Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such laid-off employee. It is the responsibility of the employee to keep the Municipal Offices informed of his/her current address.

#### ARTICLE X. HOSPITAL AND MEDICAL INSURANCE

SECTION 1. Hospital and medical insurance shall be provided by the Employer as set forth from time to time in the ordinances of the Borough of Point Pleasant.

SECTION 2. The Borough will not be required to provide or offer any new hires the "traditional plan" for health insurance purposes. If however any current employee of the Borough in this bargaining unit is currently working part time, and therefore not now eligible for health insurance to be paid for by the Borough, and becomes during the term of the contract a full time employee so as to be eligible for health insurance to be paid by the Borough that employee who is "grandfathered" because of existing part time employment shall be eligible to obtain the traditional plan health insurance coverage.

SECTION 3. The Rx co-pay amounts for generic drugs shall remain at \$10.00 and that the Rx co-pay for name brand drugs shall be increased from \$20.00 to \$25.00 to be effective January 2011.

SECTION 5. Effective upon execution of this Contract, the Employer shall provide dental coverage (75%) to all employees at no cost to them. Said plan shall be the Connecticut General or its equivalent.

SECTION 6. The Employer shall provide a disability plan for each employee covered under this Agreement for non-job related injuries at the current contribution rates for each period covered by this Contract. Said plan shall be the State of New Jersey Plan or its equivalent.

SECTION 7. The employer agrees to provide vision benefits for employees and their dependents, which includes a yearly examination, prescription eyeglasses and/or contacts through Local 469 Welfare Plan. The Borough will remit a monthly contribution of \$15.00 per month for each covered employee. Such payment is not subject to retroactive payment.

SECTION 8. All employees shall contribute to their health insurance premiums in accordance with Chapter 78 of Public Law 20011.

SECTION 9. Employees who retire with twenty-five or more years of service with the Borough shall continue to receive employee & spouse and children under the age of twenty-six (26) medical coverage from the Borough as though they were employed (medical, surgical, hospital, prescription, etc.).

SECTION 10. Employees who retire and do not qualify for health insurance paid by the Borough, will have the option to have the Borough medical coverage (medical, surgical, hospital, prescription, etc.) for the employee and/or their spouse. Employees electing such coverage under this provision shall pay upon receipt of bill from the Borough Clerk the cost of said coverage charged by the medical providers of the Borough.

## ARTICLE XI. VACATION

SECTION 1. During each year of this Agreement, each full-time member of the Bargaining Unit shall be entitled to vacation with pay at his/her regular rate of pay as follows:

LENGTH OF SERVICE	VACATION TIME
Up to one year (after each month of service)	One (1) working day
Second through fifth year	Fourteen (14) working days
Sixth through tenth year	Seventeen (17) working days
Eleventh through fifteenth year	Twenty (20) working days
Sixteenth through twentieth year	Twenty-three (23) working days
Twenty-first through twenty-fifth	Twenty-six (26) working days
Twenty-sixth year and thereafter	Twenty-nine (29) working days

During the final year of employment one twelfth (1/12th) of annual vacation based upon years of service for each month of service.

SECTION 2. Also, employees covered under this Contract shall be entitled to four (4) personal days. Personal days shall be administered in the same manner as vacation days except that all personal days must be utilized within the year given or are forfeited.

SECTION 3. Scheduling of vacation shall be subject to supervision of the department head, in accordance with sound departmental administrative requirements; however, scheduling of vacation time shall be based upon seniority, provided that such requests for vacation time are filed with the proper department head, according to existing practice and procedure. In addition two (2) employees may be off for vacation per department providing there are three (3) or more employees with-in a department and the department has proper coverage for the period possibly using part time employees or employees from other departments to cover.

## ARTICLE XII. HOLIDAYS

SECTION 1. The following days are recognized as holidays, and members of the Bargaining Unit shall not be required to work on such days. However, they shall be paid their regular rate of pay for a normal working day.

New Year's Day	Columbus Day
Martin Luther King Day	Thanksgiving Day
Lincoln's Birthday	Friday after Thanksgiving
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	A half day (1/2) Christmas Eve
Independence Day	Christmas Day
Labor Day	Employees Birthday

An employee's Birthday shall be taken any day within the payroll period in which the employee's Birthday falls.

SECTION 2. In the event that any of the above enumerated holidays shall fall on a regular work day, Monday through Friday, and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

SECTION 3. In the event a holiday named in this Contract shall fall on a Saturday, employees shall receive the preceding Friday off. If a holiday falls on a Sunday, the employees shall receive the following Monday off. If a holiday occurs during a person's vacation period, that day shall not be charged against vacation.

### ARTICLE XIII. SICK LEAVE

SECTION 1. Each permanent, full-time member of the Bargaining Unit is granted fifteen (15) working days sick leave with pay each calendar year. Members of the Bargaining Unit with less than (1) year of service shall receive one (1) day of sick leave per month of service with pay, from the day of regular employment up to and including December 31st next following the day of employment, and fifteen (15) days sick leave with pay for each calendar year thereafter. During the first three (3) months of employment, an employee may accumulate, but not take, sick leave.

SECTION 2. Sick leave not taken in any one (1) year shall accumulate from year to year; and each member of the Bargaining Unit shall be entitled to use such accumulated sick leave with pay if, and when, needed.

SECTION 3. The Employer may require the certificate of a reputable physician in attendance, as proof of illness or injury of the member of the Bargaining Unit or of the need for her/his attendance upon a member of her/his immediate family, for leaves under the following conditions:

(a) Leave taken the day immediately prior to, or immediately following, an authorized, paid holiday as specified in this Agreement or a vacation.

(b) Three (3) consecutive days of absence for reasons of illness.

(c) Absence on sick leave for three (3) days or more in any one (1) month, or an unacceptable pattern of absence on sick leave.

(d) Said certificate may be required by the department head or the Municipal Administrator; and, in addition thereto, the Municipal Administrator may require the member of the Bargaining Unit to be examined by a physician of the Borough's choice at the employee's own expense.

(e) If the Borough imposes sanctions for an unacceptable pattern of absence on sick leave, such sanctions shall not last for more than two (2) years.

SECTION 4. In computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which such member of the Bargaining Unit is paid, under provisions of Chapter XV of Title 34 of the revised statutes of New Jersey, for temporary disability for the period of time that such member shall be absent from work on sick leave.

SECTION 5. Sick leave is hereby defined to mean absence from post of duty of employee due to illness, injury, exposure to contagious disease or attendance upon the member of the Bargaining Unit's immediate family being seriously ill or injured and requiring the care and attendance of such member of the Bargaining Unit.

SECTION 6. The Borough and Teamsters acknowledge the appropriateness of the Borough adopting a Borough wide "sick leave bank" policy. The Borough and the Teamsters shall jointly consult in preparing and approving that policy. The Teamsters acknowledge that the current state regulations require that the Borough provide notice to and discuss with all of its bargaining units this proposed policy, which must eventually be approved by the New Jersey Department of Community Affairs before it is implemented.

#### ARTICLE XIV. OTHER LEAVES OF ABSENCE

SECTION 1. The Employer may grant upon written request of the employee a leave of absence without pay.

SECTION 2. Maternity Leave - The Employer shall grant maternity leave without pay to any member of the Bargaining Unit upon request, subject to the following stipulations and limitations:

(a) The Employer may request a certificate by a reputable physician relating to the employees physical condition. The leave granted for maternity purposes shall be for a reasonable period of time, however, not to exceed six (6) months.

(b) Any member of the Bargaining Unit who is physically disabled during the period of maternity leave shall be entitled to use sick leave for the number of days specified by her physician's written statement.

(c) Upon return from leave granted, pursuant to this Section, a member of the Bargaining Unit shall be considered as if she/he were actively employed by the Employer during the leave, and shall be placed upon the salary schedule at the level she/he would have achieved if she/he had not been absent. Seniority will not accumulate during a period of leave of absence without pay.

#### SECTION 3.

(a) Shall be applicable only to permanent employees and to and full-time employees. Leave as herein defined shall not be charged against either sick leave or vacation time.

(b) In the event of the death of an employee's mother, father, spouse, child, or stepchild, step parents, domestic partners and civil union partners that employee shall be granted five (5) working days from duty with pay.

(c) In the event of the death of an employee's father-in-law, mother-in-law, brother, sister, sister-in law, brother-in-law, grandparents, grandchildren, step parents, step brother & sister, grandchildren in-laws, grandparents in-laws the employee shall be granted three (3) working days from duty with pay.

(d) In the event of the death of an employee's aunt, uncle, nephew, niece, or cousin, the employee shall be granted one (1) working day of leave with pay.

(e) Time off with pay will be granted to attend the funerals of past or present employees, up to a maximum of four (4) hours, but bearing in mind that a Department cannot be vacated. Sufficient people must remain on duty to keep the Department operating.

SECTION 4. Jury Duty - Any employee called for jury duty will be excused from work for the period actually in attendance at court and will be paid less the amount of his jury duty pay.

## ARTICLE XV. LONGEVITY COMPENSATION

SECTION 1. In addition to the annual salary, members of the Bargaining Unit hired prior to January 1, 1997, shall receive longevity compensation as follows:

YEARS OF SERVICE	PERCENT OF ANNUAL PAY
After three (3) full years	One percent (1%)
After six (6) full years	Two percent (2%)
After nine (9) full years	Three percent (3%)
After twelve (12) full years	Four percent (4%)
After fifteen (15) full years	Five percent (5%)
After eighteen (18) full years	Eight percent (8%)
After twenty-one (21) full years	Nine percent (9%)
After twenty-four (24) full years	Ten percent (10%)

SECTION 2. In addition to the annual salary, members of the Bargaining Unit hired on or after January 1, 1997, shall receive longevity compensation as follows:

YEARS OF SERVICE	PERCENT OF ANNUAL PAY
After seven (7) full years	One percent (1%)
After nine (9) full years	Two percent (2%)
After eleven (11) full years	Three percent (3%)
After thirteen (13) full years	Four percent (4%)
After fifteen (15) full years	Five percent (5%)
After eighteen (18) full years	Eight percent (8%)
After twenty-one (21) full years	Nine percent (9%)
After twenty-four (24) full years	Ten percent (10%)

SECTION 3. For all new employees hired as of the effective date of this Contract, longevity will be determined based on years of full time employment only.

SECTION 4. New hires hired on or after March 1, 2013, shall not receive any longevity compensation. Longevity is eliminated for all new hires unless they are currently employed by the Borough and receiving longevity.

## ARTICLE XVI. RETIREMENT BENEFITS

SECTION 1. It is in the best interests of the Borough of Point Pleasant to encourage employees to commit themselves to lifetime careers of public service and, to that end, to assure that employees who do devote their lives to such careers receive adequate retirement benefits.

SECTION 2. For the purposes of computing both employee and Employer contributions to the Public Employees Retirement System, the remuneration upon which such contributions are calculated shall be the sum of each respective employee's annual salary plus her/his longevity compensation.

SECTION 3. An employee completing a minimum of ten (10) years of full time employment with the Borough who has accumulated sick leave shall be entitled to same upon termination of employment with the Borough upon the conditions set forth in the Borough Administrative Code, Chapter 14, Section 10-10, except that all new employees hired as of January 1, 1994 shall be entitled to said benefit only up to and including the maximum amount of \$15,000.00.

ARTICLE XVII. SAVINGS CLAUSE

SECTION 1. The parties agree that if any provision of this Contract or the application of this Contract as it applies to any member of the Bargaining Unit or set of circumstances shall be held invalid, then the remainder of this Contract or the application of such provision to other persons or circumstances shall not be affected thereby.


ARTICLE XVIII. DURATION

SECTION 1. This Agreement shall become effective as of the first (1st) day of January, 2016 and shall remain in full force and effect and will expire on the thirty-first (31st) day of December, 2019.

SECTION 2. The employees shall have the right to open negotiations between September 1, 2019 and December 31, 2019 for a successor Agreement.

IN WITNESS HEREOF, the parties hereto have caused this precedence to be signed by their duly authorized officers the day and year first above written.

Borough of Point Pleasant

  
Robert (Bob) Sabosik, Mayor

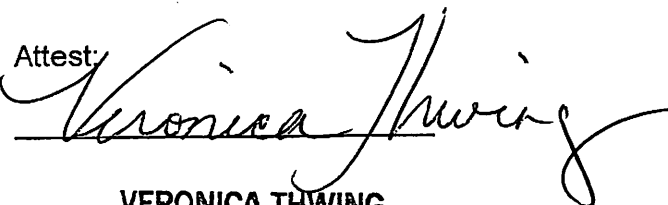
Attest:

  
Antoinette Jones, Borough Clerk

Teamsters Local Union No. 469

  
Fredrick Potter, President

Attest:



**VERONICA THWING**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Jan. 4, 2018

## ATTACHMENT I

### Salary Grade for Each Position

Grade	Position
6.	Technical Assistant to Construction Official
5	Principal Assessing Clerk Principal Account Clerk Senior Computer Operator Administrative Secretary Principal Clerk/Transcriber Supervising Tax Clerk
4	Computer Operator Senior Account Clerk Principal Clerk Typist Principal Payroll Clerk Principal Tax Clerk DPW Sr. Keyboarding Clerk
3	Deputy Registrar Senior Payroll Clerk Senior Assessing Clerk/Steno  Senior Clerk Transcriber Computer Operator Trainee Account Clerk Deputy Municipal Court Administrator
2	Senior Tax Clerk Senior Clerk Typist Payroll Clerk Violation Clerk Assessing Clerk
1	Clerk Typist Tax Clerk



## MEMORANDUM OF UNDERSTANDING

In consideration of agreements reached during negotiations between the Borough of Point Pleasant and the Clerical Employees of the Borough of Point Pleasant, the parties have agreed that the following be signed as a Memorandum of Understanding:

Clerical employees working in the Office of the Borough Administrator or Borough Clerk are confidential within the meaning of the Contract and as such shall not be members of the Bargaining Unit.

**BOROUGH OF POINT PLEASANT - CLERICAL EMPLOYEES 2%****ATTACHMENT II****YEAR - 2016**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Grade 1	31,138	34,110	37,077	39,298	41,658
2	37,947	41,561	45,174	47,882	50,757
3	41,399	45,338	49,280	52,244	55,371
4	44,850	49,118	53,393	56,596	59,988
5	48,298	52,897	57,492	60,946	64,607
6	50,714	55,542	60,368	63,993	67,835

**YEAR - 2017**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Grade 1	31,761	34,792	37,819	40,084	42,491
2	38,706	42,392	46,077	48,840	51,772
3	42,227	46,245	50,266	53,289	56,478
4	45,747	50,100	54,461	57,728	61,188
5	49,264	53,955	58,642	62,165	65,899
6	51,728	56,653	61,575	65,273	69,192

**YEAR - 2018**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Grade 1	32,396	35,488	38,575	40,886	43,341
2	39,480	43,240	46,999	49,817	52,807
3	43,072	47,170	51,271	54,355	57,608
4	46,662	51,102	55,550	58,883	62,412
5	50,249	55,034	59,815	63,408	67,217
6	52,763	57,786	62,807	66,578	70,576

**YEAR - 2019**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Grade 1	33,044	36,198	39,347	41,704	44,208
2	40,270	44,105	47,939	50,813	53,863
3	43,933	48,113	52,296	55,442	58,760
4	47,595	52,124	56,661	60,061	63,660
5	51,254	56,135	61,011	64,676	68,561
6	53,818	58,942	64,063	67,910	71,988

**BOROUGH OF POINT PLEASANT - CLERICAL EMPLOYEES 2%**

**ATTACHMENT - III**

**YEAR - 2016**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Grade 1	31,138	32,453	33,769	35,084	36,397	37,715	39,028	40,342	41,659
2	37,946	39,547	41,149	42,751	44,352	45,952	47,555	49,158	50,757
3	41,398	43,146	44,891	46,638	48,384	50,131	51,878	53,624	55,372
4	44,850	46,746	48,636	50,527	52,418	54,310	56,201	58,093	59,986
5	48,297	50,340	52,378	54,416	56,454	58,490	60,530	62,567	64,605
6	50,713	52,855	54,996	57,115	59,276	61,415	63,556	65,696	67,836

**YEAR - 2017**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Grade 1	31,761	33,102	34,444	35,786	37,125	38,469	39,809	41,149	42,492
2	38,705	40,338	41,972	43,606	45,239	46,871	48,506	50,141	51,772
3	42,226	44,009	45,789	47,571	49,352	51,134	52,916	54,696	56,479
4	45,747	47,681	49,609	51,538	53,466	55,396	57,325	59,255	61,186
5	49,263	51,347	53,426	55,504	57,583	59,660	61,741	63,818	65,897
6	51,727	53,912	56,096	58,257	60,462	62,643	64,827	67,010	69,193

**YEAR - 2018**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Grade 1	32,396	33,764	35,133	36,502	37,868	39,238	40,605	41,972	43,342
2	39,479	41,145	42,811	44,478	46,144	47,808	49,476	51,144	52,807
3	43,071	44,889	46,705	48,522	50,339	52,157	53,974	55,790	57,609
4	46,662	48,635	50,601	52,569	54,535	56,504	58,472	60,440	62,410
5	50,248	52,374	54,495	56,614	58,735	60,853	62,976	65,094	67,215
6	52,762	54,990	57,218	59,422	61,671	63,896	66,124	68,350	70,577

**YEAR - 2019**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Grade 1	33,044	34,439	35,836	37,232	38,625	40,023	41,417	42,811	44,209
2	40,269	41,968	43,667	45,368	47,067	48,764	50,466	52,167	53,863
3	43,932	45,787	47,639	49,492	51,346	53,200	55,053	56,906	58,761
4	47,595	49,608	51,613	53,620	55,626	57,634	59,641	61,649	63,658
5	51,253	53,421	55,585	57,746	59,910	62,070	64,236	66,396	68,559
6	53,817	56,090	58,362	60,610	62,904	65,174	67,446	69,717	71,989