

Union

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A G R E E M E N T

between

CITY OF PLAINFIELD, City of

in the County of Union

and

BRANCH NO. 7 FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION (FMBA)

EFFECTIVE: ~~X~~ January 1, 1986 through December 31, 1987

MURRAY & GRANELLO, ESQUIRES
Attorneys for City of Plainfield
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TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE I - RECOGNITION	2
ARTICLE II - NEGOTIATION PROCEDURE	3
ARTICLE III - GRIEVANCE PROCEDURE	5
ARTICLE IV - FIREFIGHTERS' RIGHTS	11
ARTICLE V - FMBA RIGHTS AND PRIVILEGES	12
ARTICLE VI - MANPOWER	14
ARTICLE VII - WORKWEEK	15
ARTICLE VIII - ADDITIONAL DUTIES	16
ARTICLE IX - CITY'S RIGHTS AND PRIVILEGES	20
ARTICLE X - SALARIES	23
ARTICLE XI - SICK LEAVE	25
ARTICLE XII - OVERTIME	27
ARTICLE XIII - INSURANCE PROTECTION	29
ARTICLE XIV - VACATIONS AND HOLIDAYS	32
ARTICLE XV - MISCELLANEOUS	34
ARTICLE XVI - AGENCY SHOP	38
ARTICLE XVII - DURATION OF AGREEMENT	39

ATTACHMENTS

ATTACHMENT A -	SALARY SCHEDULE -- EFFECTIVE JANUARY 1, 1986
ATTACHMENT B -	SALARY SCHEDULE -- EFFECTIVE JANUARY 1, 1987
ATTACHMENT C -	SALARY SCHEDULE -- EFFECTIVE JULY 1, 1987
ATTACHMENT D -	GENERAL ORDER 1:14

PREAMBLE

THIS AGREEMENT entered into the day and year set opposite the signatures of the parties, by and between the CITY OF PLAINFIELD, a municipal corporation of the State of New Jersey, hereinafter called the "CITY", and BRANCH NO. 7 FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, hereinafter called the "FMBA".

W I T N E S S E T H:

WHEREAS, the City and the FMBA recognize and declare that providing quality fire protection for the City is their mutual aim; and

WHEREAS, the City Council and the City Administration retain the basic decision-making powers over fiscal and management questions, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the members of the Fire Force are particularly qualified to advise on the formulation of policies and programs designed to improve the standards of fire protection; and

WHEREAS, the City has an obligation, pursuant to N.J.S.A. 34:13A-1, et seq., as amended, to negotiate with the FMBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II

NEGOTIATION PROCEDURE

2-1. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1, et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of fire employment. In accordance with N.J.A.C. 19:12-2.1(a), parties to a collective negotiations agreement shall commence negotiations for a successor agreement no later than one hundred twenty (120) days prior to the public employer's required budget submission date. Any agreements so negotiated shall apply to all Firefighters and shall be reduced to writing and adopted by all parties.

2-2. Continuing Review of this Agreement

(a) Representatives of the City and the FMBA negotiation committee shall meet at least once each month, unless waived by both parties, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

(b) Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

(c) All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the Firefighters involved are free from assigned responsibilities, unless otherwise agreed.

ARTICLE III
GRIEVANCE PROCEDURE

3-1. Grievance Definition.

A "grievance" is a claimed breach, misinterpretation or improper application of the terms of this Agreement.

3-2. Purpose

(a) The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of the Agreement, or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances.

(b) No grievance settlement reached under the terms of this Agreement shall add to, subtract from or modify any terms of this Agreement.

3-3. Steps of the Grievance Procedure - Employee

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, with the exception of major disciplinary action and other matters which are cognizable under Civil Service Law, Rules and Regulations, which shall proceed for resolution, if any, in accordance with those Civil Service Rules and Regulations. All minor disciplinary action as defined by the Civil Service Commission which is reduced to writing shall be subject to the grievance procedure. The steps of the grievance procedure shall be followed in their entirety unless any step is waived by mutual consent:

Step One:

Whenever an employee has a grievance, he shall institute action under the provisions hereof within thirty (30) calendar days

the Platoon Commander, the grievant shall notify the Fire Chief within five (5) days of receiving the answer from the Platoon Commander. Such notification shall be in writing and include an explanation as to why the grievant is unsatisfied with the answer by the Platoon Commander.

Step Four:

The Fire Chief will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. If the grievant is unsatisfied with the answer to the grievance by the Fire Chief, the grievant shall notify the Director of Public Affairs and Safety in writing within five (5) days of receiving the answer from the Fire Chief. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer by the Fire Chief.

Step Five:

The Director of Public Affairs and Safety will attempt to find a mutually satisfactory solution to the grievance within ten (10) working days. If the grievant is unsatisfied with the answer to the grievance by the Director of Public Affairs and Safety, the grievant shall notify the City Administrator in writing within ten (10) days of receiving the answer from the Director of Public Affairs and Safety. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer provided by the Director of Public Affairs and Safety.

Step Six:

The City Administrator will attempt to find a mutually satisfactory solution to the grievance within ten (10) days. If the

3-4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

3-5. It is agreed that any General Order which is the subject of a grievance before implementation of the order will not be implemented until the grievance process has been completed.

3-6. Rights of Firefighters

(a) Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the FMBA, or by counsel of his choice. When a Firefighter is not represented by the FMBA, the FMBA shall have the right to be present and to state its views at all stages of the grievance procedure. If a Firefighter is not a member of the FMBA, consent must be granted by said Firefighter in order for a FMBA representative to be present.

(b) No reprisals or harassments of any kind shall be taken by the City or any member of the administration against any party in interest, or any representative, any member of the FMBA

ARTICLE IV

FIREFIGHTERS' RIGHTS

4-1. Pursuant to Chapter 303, Public Law 1968, the City hereby agrees that every Firefighter shall have the right freely to organize, join and support the FMBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the City understands and agrees that it shall not directly or indirectly discourage or deprive or coerce any Firefighter in the enjoyment of any rights conferred by Chapter 303, Public Law 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Firefighter with respect to hours, or wages or any terms or conditions of employment by reason of his membership in the FMBA and its affiliates, his participation in any activities of the FMBA and its affiliates, collective negotiations with the City or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

4-2. Nothing contained herein shall be construed to deny or restrict to any Firefighter such rights as he may have under any other applicable laws and regulations. The rights granted to Firefighters hereunder shall be deemed to be in addition to those provided elsewhere.

4-3. Disciplinary action against Firefighters shall be in accordance with Chapter 11 of the Municipal Code of the City of Plainfield, New Jersey, as the same may be supplemented or amended.

grievances, when such meetings take place at a time during which members are scheduled to be on duty.

5-5. The officers of the FMBA (President, Vice-President, Recording Corresponding Secretary, Treasurer, Liaison Officer and Trustees) shall be permitted to attend all regularly scheduled internal meetings in Fire Headquarters facilities.

5-6. The FMBA shall have the right to use their respective bulletin boards at Fire Headquarters to post appropriate materials.

ARTICLE VII

WORKWEEK

7-1. The workweek for all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year, based on the schedule of three (3) days of ten (10) hours each, followed by seventy-two (72) hours off, followed by three (3) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by three (3) days of ten (10) hours each and so on.

7-2. The City and the FMBA acknowledge that a Firefighter's primary responsibility is to perform firemanic duties and that his energies shall be utilized to the fullest extent toward that end.

(f) The Safety Patrols may be called upon to perform other normal Fire Division activities while engaged in patrol duty, such as pre-fire planning, inspection, fire code enforcement or training.

(g) The Safety Patrol will engage in a check of all houses listed on the "vacant house checklist" in its assigned areas during daylight hours.

(h) The Safety Patrol will seek out and report vehicles that appear to be abandoned.

8-2. The Firefighters on Safety Patrol will be required to understand the basics of traffic control and accident investigation so that in the event they are called upon to assist the police or come upon an accident or traffic control problem while on their tour of duty they will be able to properly turn over the accident investigation and noted information to the police.

The Firefighters on Safety Patrol will be required to complete first aid courses in the area of childbirth and proper method of handling emotionally disturbed persons. They will also be required to know the basic procedures for presentation of testimony in Court and the proper methods of filing any reports dealing with criminal activity observed or discovered by them.

The Director of Public Affairs and Safety, in consultation with the Chief of Police and Fire Chief shall prescribe training to implement carrying out the Safety Patrol functions described above.

At all times, except in the case of emergency, threatening life, the Safety Patrol shall, upon notification of a fire within the

In addition, the Safety Patrol vehicles shall carry a Scott Air Pak, a First Aid Kit, a 2-1/2 Gal. Pressurized Water Extinguisher, 2 Fire Brooms, 2 Extinguishers, an Axe, a portable Spotlight, 2 Flashlights, 1 can of Shock for use as an animal repellent, and 4 Flares. In addition, the Fire Chief may assign additional pieces of fire fighting or fire prevention equipment, if he sees the need for it.

8-5. Alternative Duties

It is understood that those Firefighters who do not qualify for Safety Patrol duties or who with the approval of the Fire Chief after request by the Firefighter are excused from Safety Patrol duties, may be trained and assigned as building inspectors during the day time hours. The details of this program will be worked out with the Fire Chief and the members of the Executive Committees.

8-6. It is expressly and specifically agreed and understood that by Firefighters assuming additional duties, including the Safety Patrol, the City does not intend to change the duties of Firefighters in Title 4 of the New Jersey Statutes, or any other job specifications described in the Civil Service Rules and Regulations covering same, except as might be modified by the terms of this Agreement.

restrict the City of its rights, responsibilities and authority under R.S. 40A and 11 or any other national, state, county or local laws or ordinances.

9-2. Maintenance of Operations

The FMBA covenants and agrees that during the term of the Agreement neither the FMBA nor any person acting in their behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a Firefighter from his duties of employment), work stoppage, slowdown, walk-out or other mass absenteeism against the City. The FMBA agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenanted and agreed that participation in any such activity by any FMBA member shall be deemed grounds for disciplinary action including possible termination of employment of such employee and employees.

Nothing contained in this Agreement pursuant to Section 9-2 shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the FMBA or its members.

9-3. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the City and the Association consistent with the applicable law) the City agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by-laws and constitution of the Association during

ARTICLE X

SALARIES

10-1. The salary guide for all employees is set forth in Attachments A, B and C of this Agreement.

Effective January 1, 1986, the entry level for each grade within the FMBA shall be frozen. The top step of each level shall be increased by 7%. Each interim step shall be equidistant in dollars.

Effective January 1, 1987, the same procedure as stated above shall be implemented except for an increase of 6% at the top step.

Effective July 1, 1987, there shall be a one-step reduction and each interim step shall be adjusted to be equidistant in dollars.

Merit Increment

The City agrees that the decision to withhold a merit increment is subject to binding arbitration and the burden of proof to warrant a withholding of an increment is with the City in any such proceeding.

10-2. Longevity

The City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code, to all employees having completed the following years of service in the following amounts:

10 years of service	\$ 500
15 years of service	1,000
20 years of service	1,300
• 25 years of service	1,600

Longevity pay shall be paid for the full calendar year only and shall be paid to such employees who will qualify for longevity

ARTICLE XI

SICK LEAVE

11-1. Sick leave and leaves of absence shall be determined as set forth in Section 11:9-6 of the Municipal Code of the City of Plainfield. Any sick leave should be considered on a day for day basis with a day being considered as 8.4 hours, effective January 1, 1973. Prior to January 1, 1973, all sick leave credits will be on a day for day basis based on a twelve (12) hour day.

11-2. Upon termination or retirement, allowance for accumulated sick leave shall be on the basis of an 8.4 hour day for those days accumulated beginning January 1, 1973, and on a basis of a twelve (12) hour day prior to January 1, 1973. Upon regular retirement, work incurred disability, retirement, or death, a Firefighter shall be entitled to pay on the basis of the one-third (1/3) day per full day of verifiable sick leave accumulated and not previously used. Upon separation from service in good standing, other than retirement or death, a Firefighter shall be entitled to pay on the basis of one-quarter (1/4) day per full day of verifiable sick leave accumulated and not previously used.

For the purposes of payment for accumulated sick (and vacation leave to the extent permitted to carry over from the previous year) leave under this Article, unused sick and vacation leave accumulated in 1982 or prior to 1982 will be paid at the 1982 salary rate. All unused sick and vacation leave accumulated in subsequent years will be paid at the salary rate earned during the year in which it is accumulated. Accumulated sick leave will be drawn upon a first-in-first-out basis.

ARTICLE XII

OVERTIME

12-1. Where possible, overtime will be assigned on a voluntary, rather than on a mandatory, basis. The overtime list will be posted in advance, unless emergency conditions prohibit it and the men will be permitted to arrange for exchange at their request.

12-2. All Fire Department personnel of all ranks shall be compensated at the time and one-half rate, either in cash or compensatory time off at the employee's sole option, for all time worked beyond the regularly scheduled work hours or on a regularly scheduled day off. If the employee elects to receive cash compensation, then it shall be promptly paid. If the employee elects to receive compensatory time off, then said compensatory time off shall be accumulated in a compensatory time off bank (one and one-half hours added to the compensatory time off for each hour of overtime worked) and such compensatory time off shall be used upon the employee's request and subject to the consent of the Fire Department Chief or his designee.

All fire personnel will receive time and one-half cash payment or may request compensatory time off at this same rate except for the first half hour of time worked after the normal tour of duty. Where work exceeds the first one-half hour after the tour of duty, then the calculation shall be made back from the end of the tour of scheduled duty.

Employees are encouraged to use all compensatory time off as soon as possible after it is earned. If compensatory time off remains in the employee's compensatory time off bank for more than

ARTICLE XIII

INSURANCE PROTECTION

13-1. The City shall pay the entire cost of Major Medical Insurance and basic medical insurance which shall be Blue Cross-Blue Shield including Rider J or their equivalent in benefits and services as determined by the City in consultation with the FMBA for all fire personnel and their families. In no event will any substitute major medical or basic medical insurance provide fewer total benefits than the present major medical, Blue Cross-Blue Shield and Rider J.

13-2. In addition to any and all other life insurance coverage currently afforded to uniformed members of the Fire Division by virtue of their participation in the Police and Firemen's Retirement System, or any other like system, the City will provide each uniformed member of the Fire Division who has completed five (5) years of service with pay a group life insurance policy of a face value of Four Thousand (\$4,000.00) Dollars.

13-3. Non-Job Related Disability Income Protection

Those uniformed fire personnel who have not yet completed five (5) years of service will be provided a Disability Insurance Plan which will provide income of fifty (50%) percent of the employee's present salary following the utilization of all sick and vacation leave that would be forthcoming or a one hundred eighty (180) day waiting period, whichever is longer. In the event that an employee exhausts his or her accumulated sick and vacation leave prior to the expiration of the one hundred eighty (180) days waiting period, the City agrees to pay fifty (50%) percent of the employee's salary up

13-6. Any employee may waive his/her present health insurance coverage effective January 1, 1986, and in lieu thereof receive a total cash payment of seven hundred and fifty dollars (\$750.00) per annum based on full family coverage payable in two (2) equal installments during the year on the 13th and 26th pay days. Re-enrollment into the plan will require a two (2) month waiting period after notification. Employees who have less than full family coverage are eligible for a pro-rata payment in the same manner as described herein, as follows: single coverage, three hundred and twenty-five dollars (\$325.00) per year; husband/wife, seven hundred and fifty dollars (\$750.00) per year; parent/child, six hundred dollars (\$600.00) per year.

13-7. Effective January 1, 1986, the City agrees to continue health insurance coverage for spouse and dependents for those employees who die while actively employed for a period of one (1) year provided, however, that said employee has coverage at the time of death.

regular pay of December. Holiday routine and Sunday routine duties will be in effect as provided in Section 10 of General Order 1:14 which is attached and made a part of this contract, except that Sunday routine shall not pertain to Saturdays.

14-3. Firefighters assigned to a normal five (5) day week shall receive thirteen (13) holidays per 11:9 of the Plainfield Municipal Code with no paid days option. Effective January 1, 1985, staff personnel assigned to a normal five (5) day week shall have the option to cash in as paid days five (5) of the thirteen (13) paid holidays pursuant to Article 14-2.

15-5. Copies of this Agreement together with a copy of the City Personnel Code shall be reproduced at the expense of the City within thirty (30) days after the Agreement is signed and shall be available for examination by all fire personnel now employed, hereafter employed or considered for employment by the City.

15-6. If there is any conflict between the terms of this Agreement and any ordinance hereafter enacted, the terms of this Agreement shall prevail. Reference to any ordinance shall mean those ordinances in effect at the time of the adoption of this Agreement. Amendments to such ordinances subsequent to the adoption of this Agreement referring to matters contained herein, shall have no effect upon this Agreement without consent of all parties hereto.

15-7. When any officer of the Fire Division except Deputy Fire Chief, is designated by special order by the Fire Chief to serve in the capacity of and perform the functions of a higher grade member of the division for a period of twenty (20) consecutive duty hours in a forty-two (42) hour work week, he shall receive for each hour served in said higher grade the compensation provided for said higher grade as provided in Section 11:7-5(c) of the Municipal Code of the City of Plainfield. It is understood that these provisions shall not apply to the Deputy Chief since takeover for the Fire Chief is considered part of their regular functions.

15-8. When a Firefighter is designated by special order of the Fire Chief to serve in the capacity of and perform the functions of an Acting Lieutenant for any twenty (20) consecutive

the year.

15-13. Any individual contract between the City and an individual Firefighter, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement; this Agreement, during its duration, shall be controlling.

15-14. The City agrees that the Fire Chief and the Director of the Department of Public Affairs and Safety, prior to promulgating any change in the Departmental Rules and Regulations, shall first meet with the Executive Committee of the FMBA to discuss these changes and shall agree to take the Committee's view into consideration prior to implementing said changes.

15-15. The Fire Division employees will not be subject to the provisions of Section 11:9-11(c) of the Plainfield Municipal Code. This section of the Code refers to the accumulation of sick and vacation benefits while out on job-related sick or injury leave.

15-16. Effective January 1, 1986, the City will provide a tax sheltered annuity deduction system whereby each employee may deduct up to ten (10%) percent of gross salary and apply it to a tax sheltered annuity program to be designated by the City.

ARTICLE XVII

DURATION OF AGREEMENT

17-1. This Agreement shall be effective as of January 1, 1986, and shall continue in effect through December 31, 1987, subject to negotiation of a successor agreement as provided in Article II.

17-2. Subject to good faith negotiations by both parties, this Agreement shall be extended until a new agreement has been negotiated.

IN WITNESS WHEREOF, the FMBA has caused this Agreement to be signed by its President and Secretary and the City has caused this Agreement to be signed by its Mayor and attested to by the City Clerk and its corporate seal placed thereon, on the day and year first below written.

ATTEST:

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

William Bouragan
Secretary
September 17, 1986
Date

BY: Benjamin R. Capua
President
September 17, 1986
Date

ATTEST:

CITY OF PLAINFIELD

Emilia R. Stabura
City Clerk
Lic. # 7004 8/15/86
9/17/86
Date

BY: [Signature]
Mayor
9/17/86
Date

SALARY GUIDE FOA/EMBA

1987 - 6% STEP 10

1/1/87 - 6/26/87

GRADE 16 - FIREFIGHTERS - INCREMENT \$1,160.00

STEP 1	-	\$18,964
2	-	20,128
3	-	21,288
4	-	22,448
5	-	23,608
6	-	24,768
7	-	25,928
8	-	27,088
9	-	28,248
10	-	29,408

GRADE 19 - LIEUTENANTS - INCREMENT \$1,336.00

STEP 1	-	\$21,851
2	-	23,183
3	-	24,519
4	-	25,855
5	-	27,191
6	-	28,527
7	-	29,863
8	-	31,199
9	-	32,535
10	-	33,871

GRADE 22 - CAPTAIN - INCREMENT \$1,537.00

STEP 1	-	\$25,173
2	-	26,711
3	-	28,248
4	-	29,785
5	-	31,322
6	-	32,859
7	-	34,396
8	-	35,933
9	-	37,470
10	-	39,007

GRADE 25 - DEPUTY CHIEF - INCREMENT \$1,773.00

STEP 1	-	\$29,029
2	-	30,802
3	-	32,575
4	-	34,348
5	-	36,121
6	-	37,894
7	-	39,667
8	-	41,440
9	-	43,213
10	-	44,986

SALARY GUIDE FOA/FMBA
1987 - 1 STEP REDUCTION
6/29/87 - 12/31/87

GRADE 16 - FIREFIGHTERS - INCREMENT \$1,306.00

STEP 1	-	\$18,964
2	-	20,266
3	-	21,572
4	-	22,878
5	-	24,184
6	-	25,490
7	-	26,796
8	-	28,102
9	-	29,408

GRADE 19 - LIEUTENANTS - INCREMENT \$1,503

STEP 1	-	\$21,851
2	-	23,350
3	-	24,853
4	-	26,356
5	-	27,859
6	-	29,362
7	-	30,865
8	-	32,368
9	-	33,871

GRADE 22 - CAPTAIN - INCREMENT \$1,729.00

STEP 1	-	\$25,173
2	-	26,904
3	-	28,633
4	-	30,362
5	-	32,091
6	-	33,820
7	-	35,549
8	-	37,278
9	-	39,007

GRADE 25 - DEPUTY CHIEF - INCREMENT \$1,995.00

STEP 1	-	\$29,029
2	-	31,021
3	-	33,016
4	-	35,011
5	-	37,006
6	-	39,001
7	-	40,996
8	-	42,991
9	-	44,986