

Contract no. 1255

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**OFFICIAL**  
**BOARD OF EDUCATION**  
**OF THE VOCATIONAL SCHOOLS**  
**IN THE COUNTY OF MERCER**

**AGREEMENT**  
**WITH THE**  
**PRINCIPALS**

**DIRECTOR OF INSTRUCTION/SPECIAL PROJECTS**  
**COORDINATOR/SUPERVISOR OF PERFORMING ARTS**  
**SUPERVISOR OF BUILDINGS AND GROUNDS**  
**DIRECTOR OF ADULT/POST SECONDARY EDUCATION**  
**COORDINATOR OF HEALTH OCCUPATIONS**  
**VICE-PRINCIPAL/EMPLOYMENT ORIENTATION PROGRAM**

**SCHOOL YEARS**  
**1991-1992**  
**1992-1993**  
**1993-1994**

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## **BOARD RIGHTS**

The Mercer County Vocational School Board on its own behalf hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey and of the United States including the foregoing, without limiting the generality of the determination and administration of educational policy; the operation of the school; the management and control of materials used for instruction; and the selection, direction, transfer, promotion, discipline or dismissal of all personnel. Nothing contained herein shall be construed to deny the Board such rights as they may have under New Jersey Laws or other applicable laws and regulations except as otherwise provided in this Agreement.

## **RECOGNITION CLAUSE**

In accordance with Chapter 123, Public Laws 1974, the Board recognizes the Mercer County Vocational Schools Administrators Association, hereinafter the "Association", as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified and non-certified personnel, ~~whomsoever~~ ~~represented~~ ~~by~~ the Mercer County Vocational School Board, hereinafter the "Board", including:

### **Principals**

Director of Instruction/Special Projects

Coordinator/Supervisor of Performing Arts

Supervisor of Buildings & Grounds

Director of Adult/Post-Secondary Education

Coordinator of Health Occupations

Vice Principal/Employment Orientation Program

Unless otherwise indicated, the term "employee" or "Association Member" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as above defined. All references to males shall be read to cover females as well, except when specifically stated otherwise.

## **ARTICLE I**

### **IN SCHOOL WORK YEAR**

- A. Employees who receive no extra compensation for night work are not limited to specified hours, but they are expected to give whatever time is necessary to accomplish the work assigned to them. Those so employed are expected to keep the office to which they are assigned informed to where they are during the hours the office is open for business.
  
- B. Number of Work Days - Certificated employees covered under this Agreement shall work a total of 216 days per year. The Supervisor of Buildings and Grounds shall work a total of 218 days per year.

## **ARTICLE II**

### **MATERNITY LEAVE**

The Board shall grant maternity leave to any employee upon request subject to the following stipulations and limitations:

- A. The Board may remove any pregnant employee from her duties on any of the following basis:
  - 1. Her performance substantially declines from the period preceding her pregnancy.
  - 2. Her physical condition renders her incapable of performing her assigned duties, which shall be deemed to exist if the pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching.
  - 3. Any other just cause that is found to exist under the law.
  
- B.
  - 1. The Board shall grant a leave of absence for medical reasons associated with pregnancy on the same terms and conditions governing leaves of absence for other illness or medical disability as set forth in N.J.S.A. 18A:30.1 et seq. and Article IV, "Sick Leave", of this Agreement. An employee on such a leave may, if she desires, use her accumulated sick leave for the period of disability related to her pregnancy and childbirth.

2. An tenured or non-tenured employee seeking such leave shall apply to the Board thirty (30) days prior to the beginning of the leave. At the time of application, the employee shall specify, in writing, the date on which her physician anticipates she will be physically able to return to work. The Board may require any employee to produce a certificate from a physician in support of the requested leave dates. If the Board desires a second medical opinion the employee may, at her option, obtain said opinion from the Board's physician at Board expense or from a mutually agreed upon second physician at her own expense.

Following the grant of such leave of any employee, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application to the Board. Such extension or reduction shall be granted by the Board of an additional reasonable period of time. The Board may require any employee to produce a physician's certificate in support of the requested change. If the Board desires a second medical opinion the employee may, at her option, obtain said opinion from the Board's physician at Board expense or from a mutually agreed upon second physician at her own expense.

- C. Child-rearing leaves without pay shall be granted for the duration of the school year in which they commence and shall be renewed for tenured staff for one (1) additional year at the employee's request. Such leaves shall commence immediately following the period of pregnancy disability in the case of the mother, and at the point of child-birth in the case of the father. Such leaves shall be applied for at least sixty (60) days prior to the requested commencement date. Upon approval by the Board, the sixty (60) day notice requirement shall be waived by the Superintendent in the event of unforeseen occurrences such as premature birth or other complications.
- D. An employee adopting a child (up to his/her fifth (5th) birthday) shall be granted a child-rearing leave as set forth in Paragraph C above, except that the leave shall commence upon physical custody of the child, or earlier if necessary to fulfill the requirements of the adoption agency, and application shall be made as soon as the employee has been approved by the adoption agency.
- E. Any employee may request an early return to duty from a child-care leave by notifying the Superintendent of Schools, in writing, of his desire. The Superintendent shall respond with his decision within four (4) weeks of the request.

- F. Advancement on the salary guide shall be based upon the date of commencement of the maternity or child-care leave. The teacher shall be granted a full salary step if he works one hundred twenty (12) days or more. Work less than one hundred twenty (120) days shall result in no advancement on the salary guide.
- G. Leaves under this Article shall not be counted for tenure attainment except for leaves with pay for disability reasons under Paragraph B above.

### **ARTICLE III**

#### **VACATIONS**

- A. Vacations shall not be cumulative from one year to another. However, this shall not prohibit the Superintendent from permitting an employee to take a vacation earned by service in one school year within a reasonable time after the beginning of the next school year. The pay during the time of vacation shall represent the employees regular salary amount approved for the particular school year.
- B. The time of all vacations shall be at the discretion of the Superintendent.
- C. No one who has been employed less than three months shall be granted a vacation.
- D. In figuring vacations, Saturdays, Sundays, and Legal Holidays shall not be counted.
- E. Those covered under this Agreement shall be entitled to a total of twenty (20) vacation days per school year. Vacation schedules must be submitted to the Superintendent for prior approval.
- F. One week's vacation time may be taken in days.

### **ARTICLE IV**

#### **SICK LEAVE**

- A. Employees applicable to this Agreement shall not be absent from work without first obtaining permission from the Superintendent unless the absence is caused by personal illness which is covered by sick leave.

Sick leave is hereby defined to mean the absence from an employee's post of duty because of personal disability due to illness or injury, or because the employee has been excluded from school by the medical authorities because of a contagious disease, or of being quarantined for such a disease in his/her immediate household.

- B. A doctor's certificate stating the illness, the inability of the employee to report for work, and the period of such disability will be required in case of absence because of personal illness for more than three consecutive days.
- C. In case of personal illness, an allowance of full pay will be made for fourteen (14) working days in any school year for twelve-month employees after three months of continuous service. If any such person requires, in a school year, less than this specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave with full pay in subsequent years except as provided in paragraph E below.
- D. Upon retirement under the rules and regulations of the New Jersey Teachers Pension and Annuity Fund or the Public Employees Retirement System of New Jersey, the Board of Education of the Vocational Schools in the County of Mercer shall provide supplemental compensation for unused sick leave. If the employee is not a member of TPAF or PERS, then compensation shall be provided when the employee retires from the District.

For employees hired and on payroll prior to July 1, 1988, the procedure for determining compensation shall be 50% of the unused portion of sick leave accumulated with the Mercer County Vocational School District as of July 1 of the last year of employment, times the daily rate of pay established by the existing guide at the time of retirement. For employees hired and on the payroll commencing on or after July 1, 1988, the procedure for determining compensation shall be 50% of the unused portion of sick leave accumulated with Mercer County Vocational School District as of July 1 of the last year of employment, times one-half the daily rate of pay established by the existing guide at the time of retirement.

To qualify for the supplemental compensation, personnel must submit written notification to the Superintendent of Schools on or before December 1 of their intention to retire during the following school year.

For employees retiring during or at the end of the [REDACTED] and 1991-92 school years, the maximum payments under this clause shall be as follows:

10-15 years of service in the district.....	\$15,000
16-20 years of service in the district.....	\$20,000
21 or more years of service in the district...	\$25,000

For employees retiring during or at the end of the 1992-93 school year the maximum payments under this clause shall be \$1,000 per year of service in the district for certificated employees, and \$500 per year of service in the district for non-certificated employees.

To qualify for the supplemental compensation, personnel must submit written notification to the Superintendent of Schools on or before December 1, of their intention to retire the following July 1; if notification is provided after December 1, payment shall be made on or about the second July 1 following notification.

In the event of death of an employee prior to retirement, benefits payable under this section shall be paid to his/her estate.

E. In addition to paragraph D, employees shall be eligible annually to receive supplemental compensation based on the following:

1. "Eligible days" are those days accumulated each year over and above ten days, i.e., the first ten (10) days per year of unused sick leave are not eligible for conversion to supplemental compensation but are accumulated per law as sick leave for use in the future or for supplemental compensation under paragraph D upon retirement. Employees with ten (10) days or less remaining of their annual allotment of fourteen (14) days at year's end have no eligible days for annual supplemental compensation.
2. Days converted annually to supplemental compensation are not carried forward for use in the future as accumulated sick leave or supplemental compensation at retirement, but are permanently erased from the employee's sick leave account.



3. Payment shall equal half (1/2) days pay for each eligible day.
4. Payment shall be made in July for eligible days accumulated in the preceding school year.
5. Participation in the annual supplemental compensation program outlined above is voluntary.
6. Paragraph E shall be interpreted and applied as follows:
  - a. The first payments under this paragraph shall be made in July, 1987.
  - b. Notice from an administrator of a desire to receive payment in July, 1987 must be submitted by December 1, 1986, and notice of a desire to receive payment in any succeeding July must be received by the preceding December.
  - c. Payment in July, 1987 shall be based on the number of days an employee has accumulated as of June 30, 1987, compared to the number of days he/she earned during his/her years of employment in the district. No payment is available for the first ten (10) days of sick leave earned in each year based on the average number of days accumulated per year as of June, 1987. Therefore, the formula shall be:

Number of days earned since employment

- 10 x number of years of employment

equals number of days eligible for payment

All days relevant to this formula shall reflect pro-rating for any years of partial service.

- d. For administrators who do not choose to receive this payment in July, 1987, but choose to do so in some future year, the above formula shall also apply when calculating their eligible days, i.e., they shall be paid for days over and above an average of ten days earned per year since their employment.
- e. Sick days converted to supplemental compensation are not carried forward for use in the future as accumulated sick leave of supplemental compensation at retirement, but are permanently erased from the employee's sick leave account.

## **ARTICLE V**

### **CONTINGENCY LEAVE**

- A. In addition to sick leave, absence without salary deduction shall be allowed in the amounts specified for each of the following cases provided that the total number of days so used do not exceed four (4) in any one school year.

Contingency Leave Days are as follows:

- 1. In case of the death of a grandparent, nephew, niece, uncle, aunt, brother-in-law or sister-in-law, no deduction in salary will be made for absence on day of funeral
- 2. In the case of sickness in the immediate family (see E below), no deduction will be made for one day of same sickness.
- 3. In case of absence by reason of court subpoena, non deduction in salary will be made except where the absentee is a part to the suit.
- 4. Persons employed as full-time permanent employees of Mercer County Vocational School will be entitled to four (4) days of contingency leave during the school year July 1 through June 30 for personal business, including religious observations.

- B. Contingency Leave will be granted only if written reason for the request is submitted in advance to the Superintendent for approval.
- C. Contingency Leave will not be charged against vacation time, but cannot be taken in conjunction with vacation.
- D. Contingency Leave days remaining unused at the end of the school year will not be carried over into the next school year.
- E. In case of death of a wife, husband, father, mother, son, daughter, father-in-law, mother-in-law, and the brother or sister if they are living in the immediate household, no deduction of salary will be made for absence on working days included in the five (5) day period following each such death.

## **ARTICLE VI**

### **LONGEVITY ALLOWANCE**

The Board of Education shall provide a longevity allowance for employees in addition to their regular salary as indicated:

- 15 Years - An employee after the fifteenth (15th) year of employment with the school system shall receive a longevity allowance of \$500.00 plus the regular annual salary.
- 20 Years - An employee after the twentieth (20th) year of employment with the school system shall receive a longevity allowance of \$700.00 plus the regular annual salary.
- 25 Years - An employee after the twenty-fifth (25th) year of employment with the school system shall receive a longevity allowance of \$900.00 plus the regular annual salary.

## ARTICLE VII

### SALARY

#### A. Salary

1. Salary will be paid by check every two (2) weeks or the nearest working day, if these dates fall during holidays or weekends.
2. Under no circumstances will the County Board of Vocational Education make payroll advances other than for vacation periods. Advance vacation pay will only be honored if requested one payroll in advance.
3. When an employee is absent from his/her post of duty resulting from injury caused by an accident in the course of his/her employment, the Board shall continue payment of the employees' regular salary during the time of temporary disability but shall be reimbursed by the employee for the total amount of the Workmen's Compensation award. During said temporary disability, the employee shall not be deducted for sick leave.
4. Salary guides for all employees covered by this Agreement are attached hereto and made a part hereof.
5. Salary increases may be withheld by the Superintendent if professional service is unsatisfactory. Unsatisfactory performance can be attributed to "evaluation of job performance", "insubordination", "failure to comply with Mercer County School Board policies", or "lack of professional ethics". These reasons are not intended to be all-inclusive. The aggrieved employee has the right to appeal to the Mercer County Vocational School Board.
6. Recognition for professional improvement, namely an additional increment, shall be given to those employees covered under this Agreement that attain degrees above and beyond his/her position requirements since employment with Mercer County Vocational Board of Education. To receive salary increase, said degree must be recorded officially with the Superintendent's Office and approved by the Board, becoming effective July 1 of the following school year.

**B. Salary Deductions**

1. The County Board of Vocational Education offers many benefits to employees through payroll deductions. The only compulsory deductions are Federal Income Tax, New Jersey State Income Tax, F.I.C.A. (Social Security), Unemployment, and the New Jersey Public Employee's Retirement System, and/or Teachers Pension and Annuity Fund.
2. Contributory insurance is compulsory for one year. After the first year, contributory insurance may be discontinued, however, it may not be reinstated once discontinued.
3. The following optional deductions will be made from employee's paychecks upon written authorization by the employee: Delaware Valley United Way; Health Maintenance Organization fees; United States Savings Bonds; Washington National; Tax Deferred Annuities; and other deductions approved by the Board.

**ARTICLE VIII**

**FRINGE BENEFITS**

**A. Health Benefits Program**

1. The County Board of Vocational Education has elected to participate in the Public and School Employees' Health Benefit Act of the State of New Jersey and will cover all full-time employees covered under this Agreement and their dependents in accordance with the Statutes regulations adopted by the State Health Benefits Division. The Board retains the right to change carriers as long as the level of benefits remains the same.
2. The Board of Education as of July 1, 1974 will pay 100% of premium for full-time employees and their dependents to be covered under a hospitalization plan and major medical insurance.

B. Prescription Plan

For 1991-92, the Board shall provide a Prescription Plan, including contraceptives, with a three dollar (\$3.00) co-pay provision, children up to age 23. If the Total Base Cost for the 1991-92 is larger than the 1990-91 Total Base Cost, then 25% of the difference will be calculated. This amount, which will be equal to what is being applied to other staff within the district, will be deducted from the employee's salary.

For 1992-93, the Board shall provide a Prescription Plan, including contraceptives, with a five dollar (\$5.00) co-pay provision, children up to age 23. If the Total Base Cost for the 1992-93 is larger than the 1990-91 Total Base Cost, then 50% of the difference will be calculated. This amount, which will be equal to what is being applied to other staff within the district, will be deducted from the employee's salary.

C. Dental Plan

The Board shall provide a Dental Plan to its employees effective July 1, 1982 with premium paid by the Board, pursuant to 70% of employee and spouse/family participation as follows:

100% Employee  
100% 2nd Party  
50% 3rd Party

The Board retains the right to change carriers as long as the level of benefits remains the same.

The Board agrees to permit retiring employees to maintain their membership in the Dental Plan, with approval of the carrier, for a period of ten (10) years after retirement or until the employee's sixty-fifth (65th) birthday, whichever comes first. The employees shall pay the full cost of such continued membership directly to the district in accordance with procedures that the district shall establish.

D. Vision Care

The Board shall provide a vision care plan for employees only, providing for an examination every twelve (12) months, and lenses and frames every twenty-four (24) months, with a \$20.00 deductible, per the proposal from Vision Service dated May 7, 1987. The Board will pay the full cost of the premium. The Board retains the right to change carriers as long as the level of benefits remains the same.

E. Contributory Insurance

The employee must join the Group Life Insurance Plan for at least the first year of employment and he/she will pay the premium for this insurance as a payroll deduction. At his/her option, the employee may discontinue this coverage any time after one year of service upon written notification of one month to the Payroll Department. However, once it has been discontinued, the insurance may not be reinstated.

F. Pension Plan

The employee is required to enroll in the Public Employees' Retirement System or Teachers Pension and Annuity Fund, if applicable. Upon written notification of induction into the plan by the Pension Division, the required periodic contribution will be made as a payroll deduction on a regular basis by the Payroll Department. Should any back payments be required due to the delay in the notification of enrollment in the plan, such back payments will also be deducted automatically during the prescribed period.

G. Membership Dues

The Board shall assume the cost of membership to Associations related to their position and program area, as approved by the Superintendent, for those covered under this Agreement. Life membership on the position shall be obtained, where applicable, to realize a greater saving to the Board. Also, the Board shall pay membership dues to Community Service Organizations as approved by the Superintendent. Payments under this clause shall not exceed \$750.00 per administrator per year.

H. Professional Improvement

1. The Board shall reimburse up to the amount of \$500.00 per employee in each year of this Agreement for courses taken at any accredited school, college or university toward a matriculated degree. In addition, employees who wish to pursue professional upgrading courses in their current position or another position in the bargaining unit shall be reimbursed subject to the total maximum of \$500.00 described above. To be eligible for reimbursement, the employee must submit a written application for approval to the Superintendent prior to taking the course. The Superintendent shall respond in writing with

approval or non-approval within two (2) weeks of receipt of the request. Reimbursement shall be made upon receipt by the Superintendent's Office of proof of tuition payment and a transcript of the course showing completion with a "B" or better.

2. The Board will continue to pay associated costs for participation in seminars, workshops and conferences if application is made at least three (3) weeks prior to the date of the program and the program is approved by the Superintendent.
  3. Up to two (2) employees per year from the bargaining unit may each attend one (1) national convention or conference at the expense of the Board. The conventions/conferences shall have the approval of the Superintendent. The two (2) employees shall be chosen per a rotation system established by the Superintendent. Expenses shall be reimbursed by the Board in accordance with Board Policy 4133/4134.
- I. The Supervisor of Buildings and Grounds will be provided with an automobile for use on school business.

## **ARTICLE IX**

### **JOB SECURITY FOR SUPERVISOR OF BUILDINGS AND GROUNDS**

- A. After the completion of sixty (60) consecutive months of full-time employment, the Supervisor of Buildings and Grounds shall not be dismissed or reduced in salary except for inefficiency, incapacity, conduct unbecoming an employee or other just cause, and only after written notice and a full due process hearing before the Board of Education shall have been provided. The burden of proving the grounds for such dismissal or reduction in salary shall be on the party seeking the dismissal. The Board's decision shall be reduced to writing within fourteen (14) days of the close of the hearing. If dismissal or a reduction in salary is ordered, the Supervisor of Buildings and Grounds shall have the right to appeal the Board's decision to the Commissioner of Education. The Commissioner shall decide the matter based on the complete record of the hearing before the Board, and no additional evidence shall be permitted.



- B. Prior to the completion of sixty (60) consecutive months of full-time employment, the Supervisor of Buildings and Grounds shall be employed on a fixed-term contract of such duration as shall be determined by the Board. All other terms and conditions of employment for the position shall be as outlined in this Agreement.

## **ARTICLE X**

### **CERTIFICATE OF INSURANCE**

Certificate of Insurance shall be required for those employees of this contract at the start of each school year to be filled in the Superintendent's Office. If an employee can show through insurance company documentation that the use of his personal automobile for school business has increased his automobile insurance costs, the Board shall reimburse the employee the increased cost.

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

If the employee believes that he/she has been personally aggrieved by the application of a policy or an administrative decisions to him/her, or by interpretation of this contract, the employee shall first meet with his/her immediate supervisor and attempt to resolve the matter informally. In the event the matter is not satisfactorily resolved, the employee may appeal to the Superintendent. If the matter is not satisfactorily resolved, the employee may, within thirty (30) days following the meeting with the Superintendent file a written appeal to the Board of Education state (a) what the grievance is; (b) any contract clauses or Board policies that may be involved; (c) the facts underlying the grievance; and (4) the specific relief sought.

The Board shall, within thirty (30) days of receipt of the grievance, hear and decide the grievance. The Board shall have the discretion to meet privately with the Superintendent before rendering a decision on the grievance.

ARTICLE XII

DURATION OF AGREEMENT

This Agreement shall cover the period July 1, 1991 to June 30, 1994.

Increases of salary detailed in this Agreement shall be applicable to all employees hired prior to March 1 of the given school year. If employment takes place after said date, those employees shall not receive a salary adjustment.

IN WITNESS WHEREOF, the parties of this Agreement have set their hands and seals, or caused this Agreement to be signed by their proper corporate officers.

MERCER COUNTY ADMINISTRATORS ASSOCIATION

By: Thomas J. Stalls Date: 7/17/91  
Representative

By: B. J. [Signature] Date: 7/17/91  
Representative

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS  
IN THE COUNTY OF MERCER

By: W. J. [Signature] Date: 7-16-91  
President

By: Caryl [Signature] Date: Board Mtg 6-18-91  
Board Secretary

**SALARY GUIDES**



**SUPERVISOR OF BUILDINGS & GROUNDS**

<b>STEP</b>	<b>1990-91</b>	<b>STEP</b>	<b>1991-92</b>	<b>STEP</b>	<b>1992-93</b>	<b>STEP</b>	<b>1993-94</b>
1	43,874	1	46,193	1	48,350	1	50,308
2	45,369	2	47,823	2	50,119	2	52,218
3	46,864	3	49,452	3	51,888	3	54,129
4	48,359	4	51,082	4	53,655	4	56,039
5	49,854	5	52,711	5	55,424	5	57,947
6	51,394	6	54,341	6	57,191	6	59,858
7	52,844	7	56,019	7	58,960	7	61,768
8	54,339	8	57,600	8	60,781	8	63,677
9	55,834	9	59,230	9	62,496	9	65,643
10	57,329	10	60,859	10	64,265	10	67,498
11	58,824	11	62,489	11	66,032	11	69,408
12	60,318	12	64,118	12	67,801	12	71,315



# PRINCIPALS

STEP	1990-91	STEP	1991-92	STEP	1992-93	STEP	1993-94
1	53,466	1	56,136	1	58,584	1	60,761
2	55,431	2	58,278	2	60,908	2	63,271
3	57,396	3	60,420	3	63,232	3	65,781
4	59,361	4	62,562	4	65,556	4	68,291
5	61,326	5	64,703	5	67,880	5	70,800
6	63,291	6	66,845	6	70,203	6	73,310
7	65,253	7	68,987	7	72,527	7	75,819
8	66,271	8	71,128	8	74,851	8	78,329
9	67,289	9	72,235	9	77,172	9	80,839
10	68,307	10	73,345	10	78,375	10	83,346
11	69,325	11	74,455	11	79,579	11	84,645
12	70,347	12	75,564	12	80,784	12	85,945