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BETWEEN Courty

THIS BOOK D.

DOVER TOWNSHIP

AND

TEAMSTERS LOCAL #97 OF NEW JERSEY

DATED APRIL 1, 1973

INDEX

ARTICLE		PAGE
ı	Union Recognition and Check-Off	2
II	Visitation and Bulletin Board	3
III	Stewards	4
IV	Grievances	5
V	Arbitration	6
VI	Management	7
VII-	Seniority '	8
VIII	Posting	9 .
IX	Loss of Seniority	10
X	Leave of Absence	11
XI	Discharge and Discipline	. 11
XII	Rules and Regulations	12
XIII	Division of Work	12
XIV	Hours of Work	13
XV	Rest Periods - Wash-up	14
XVI	Overtime	. 14
IIVX	Call-in Pay, Call Back Time	15
XVIII	Wages and Job Classifications	16
XIX	Longevity	18
XX	Vacations	19
XXI	Holidays	20
XXII	Sick Leave and Bereavement Pay	21
XXIII	Terminal Leave	21
XXIV	Jury and Military Leave	23 .
XXV	Health and Welfare Insurance	23
XXVI	Safety and Uniforms	25
XXVII	Savings Clause	26
IIIVXX	Termination and Extension of Agreement	26
XXXX	Completeness of Agreement	. 27

Appendix A Classifications & Wage Guides

AGREEMENT

April, 1973, by and between the Township of Dover, a municipality in the County of Ocean and State of New Jersey, hereinafter referred to as the "Township" and the TEAMSTERS LOCAL NO. 97 OF NEW JERSEY, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union".

PURPOSE

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement;

NOW THEREFORE, the parties hereto mutually agree as follows:-

ARTICLE I

UNION RECOGNITION AND CHECK-OFF

1-1. The Township recognizes the Union as the exclusive representative, as certified on June 22, 1970 and on May 30, 1972 by the New Jersey Public Employment Relations Commission for the purpose of collective negotiation with respect to the terms and conditions of employment of all blue collar employees employed by Dover Township, Ocean County, New Jersey but excluding those employed in the Police Department and all office clerical employees, professional employees, craft employees, policemen, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

1-2. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and Union and consistent with applicable law) the Township agrees to deduct from the first pay of each month membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly any and all amounts

so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

1-3. The Township will notify the SecretaryTreasurer of the Union within three (3) days of hire all
employees, their address, birth date, classification, rate of
pay and social security number; and of all removals of employees from the Township's payroll.

ARTICLE II

VISITATION AND BULLETIN BOARD

- 2-1. The Union representative will be permitted to visit Union stewards and members on Township premises for the purpose of discussing Union business.
- 2-2. The Township shall supply bulletin boards for the use of the Union one of which shall be placed in a conspicuous location in the Township Garage for the posting of notices and bulletins pertaining only to Union matters.

 All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Department Head.

ARTICLE III

STEWARDS

- 3-1. The Township recognizes the right of the Union to designate four (4) Stewards and their alternates for the enforcement of this Agreement. The Union shall furnish the Township with a written list of Stewards and alternates and notify the Township of any changes.
- 3-2. The authority of Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.
- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.
- 3-3. Designated Union Stewards shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearings and meetings and conferences on Contract negotiations with Township officials.

ARTICLE IV

GRIEVANCES

- 4-1. For the purpose of this Agreement, the term 'Grievance' means any difference or dispute between the Township and the Union or between the Township and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.
- 4-2. The procedure for settlement of grievances shall be as follows:-
 - Step 1. The aggrieved employee shall discuss his problem with his Union steward and Department head who shall attempt to settle the problem within 48 hours from the time it was first presented.
 - Step 2. If the grievance is not resolved at

 Step 1 it shall be reduced to writing
 by the aggrieved employee and one copy
 immediately furnished to the Township

 Clerk-Administrator and one copy to the

 Department head. The Department head
 and Chief Steward shall meet and attempt
 to solve the problem within 48 hours from
 the time it was presented.

- Step 3. Failing to find a mutually satisfactory solution in Step 2 a meeting shall be arranged between the Grievance Committee of the Union and representatives of the Township Committee with the object of settling the problem within seven (7) calendar days after the parties have failed to do so in Step 2.
- 4-3. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this Agreement.

ARTICLE V

ARBITRATION

- 5-1. If a grievance is not settled under Article IV, such grievance shall at the request of the Union or Township be referred to the State Board of Mediation for the selection of an Arbitrator according to its rules.
- 5-2. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

- 5-3. All submissions to arbitration must be made within a reasonable time.
- 5-4. The Arbitrator appointed under the above procedure shall interpret the provisions of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

ARTICLE VI

MANAGEMENT

- 6-1. Nothing in this Agreement shall interfere with the right of the Township in accordance with the applicable law, rules and regulations to:-
- (a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.
- (b) Manage employees of the Township, to hire, promote, transfer, assign or retain employees in positions within the Township and in that regard to establish reasonable work rules.
- (c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

ARTICLE VII

SENIORITY

- 7-1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, promotions, assignment of schedules, lay-offs and recalls. In all cases however ability to perform the work in a satisfactory manner will be a factor in designating the employee to be effected.
- 7-2. An employee shall be deemed a probationary following his regular appointment to a permanent position during his trial period of three (3) months. Employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications.
- 7-3. The seniority of an employee is defined as the length of service as a Township employee dating back to his first date of hire and by his job classification.
- 7-4. In the event of layoffs and rehiring, the last person hired in the job classification effected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner.

7-5. When promotions to a higher labor grade or transfers to another grade are in order the Township shall make such promotions or transfers from among its regular employees; consideration for such promotions or transfers shall be based on seniority and ability to perform the work, and if an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Township may remove him and retransfer him to his former position.

7-6. The Township shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be up dated when necessary and shall be posted on the Union Bulletin Boards showing the employees' names, classifications, and seniority dates.

ARTICLE VIII

POSTING

8-1. All new and vacant positions shall be posted on the Union Bulletin Boards for a period of one week. Employees applying for such vacancies shall make a request in writing to the head of the Department in which such vacancies exist. Efforts will be made to fill vacancies from within the bargaining unit; with seniority employees given preference.

8-2. The Union may contest the Township's determination of position as to the qualification of the employees to perform the work. Should any such dispute not be resolved by the parties under the grievance procedures of this Agreement, the Union shall have the right to request binding arbitration.

ARTICLE IX

LOSS OF SENIORITY

- 9-1. Seniority shall be lost by an employee for the following reasons:-
- (a) Voluntary quitting. Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of a leave of absence shall be deemed to constitute a voluntary quitting.
 - (b) Discharge for cause.
- (c) Failure to report for work within twenty-four (24) hours when called back (after lay off) after receipt of telegram or registered letter unless such failure is mutually agreed between the Township and the Union to be excusable.
- (d) Failure to be called back to work for a period of twelve (12) months after a lay off, unless a greater period of time to be established by agreement between the Township and the Union.

ARTICLE X

LEAVE OF ABSENCE

of absence without pay for a period not to exceed thirty (30) days. The Township will not unreasonably deny an employee's request for such leave of absence. This leave is subject to renewal for reasons of personal illness, disability, or other reasons deemed proper and approved by the Township.

10-2. At the expiration of such leave, the employee shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.

10-3. Seniority shall be retained and shall accumulate during all leaves.

ARTICLE XI

DISCHARGE AND DISCIPLINE

- 11-1. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The Township shall notify the Union at the time if disciplinary action in taken.
- 11-2. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to

the Township in writing within two (2) weeks of the disciplinary action.

11-3. Any employee whose appeal has been sustained shall be returned to his former position and compensated at his regular rate for any time lost during the period of such dismissal.

11-4. Disciplinary warnings will be issued in writing to the employee and a copy to the Union.

ARTICLE XII

RULES AND REGULATIONS

12-1. Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance and discussed with the Union before they are established.

ARTICLE XIII

DIVISION OF WORK

13-1. Foremen or other employees outside the bargaining unit shall not perform any work customarily performed by workers covered by this Agreement, except as may be required

to instruct employees or in an emergency as may be required to assist employees.

ARTICLE XIV

HOURS OF WORK

14-1. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part-time workers.

14-2. The basic work week shall consist of forty (40) hours from Monday to Friday inclusive. The basic work day shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period.

14-3. The normal starting time shall be 8:00 a.m. and quitting time 4:30 p.m. but may be varied for seasonal operations or in emergencies.

ARTICLE XV

REST PERIODS - WASH-UP

15-1. All employees shall receive two (2) rest periods each day without deduction in pay - one fifteen (15) minutes mid-morning, and one fifteen (15) minutes mid-afternoon.

15-2. All employees shall receive two wash-up periods each day without deduction in pay, one ten (10) minutes before lunch hour and one ten (10) minutes before quitting time.

15-3. Employees performing snow plowing work for more than four (4) consecutive hours outside of a scheduled eight (8) hour day may take a rest period of one (1) hour with pay after the fourth consecutive hour. In addition, in each four (4) hour period of such snow removal work a ten (10) minute coffee break may be taken, provided however, the employees shall not return to the garage for such break.

15-4. Employees working on snow removal will be provided with meals at the discretion and in the manner prescribed by the Superintendent of Public Works or their respective Department head.

ARTICLE XVI

OVERTIME

16-1. All work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) work week shall be considered overtime and compensated for at the rate of time and a half.

16-2. All work performed on Saturday shall be compensated for at time and one half.

16-3. All work, except snow removal work, performed on Surday shall be compensated for at double time. Snow removal work shall be compensated for at time and one half.

16-4. All work performed in excess of twelve
(12) hours in any one day shall be compensated for at double
time.

among employees in their respective departments as is reasonably practical among those capable of performing the work to be done.

ARTICLE XVII

CALL - IN PAY

17-1. Any employee who, in the absence of advance notice given him prior to the end of his previous regular shift, reports for work on his regular schedule shall be guaranteed four (4) hours' work or four (4) hours' pay, based on straight-time work rates, in lieu thereof.

CALL BACK TIME

17-2. Any employee who is called back to work after having completed his regular scheduled shift shall be compensated at time and one-half the straight-time hourly rate of pay worked, with a minimum guarantee of four (4) hours' work or pay in lieu thereof.

ARTICLE XVIII

WAGES AND JOB CLASSIFICATIONS

18-1. The rates of pay for each job classification of the employees covered by this Agreement are set forth in the wage guides shown in Appendix A which is attached hereto and made a part hereof.

18-2. Starting with April 1, 1973 there will be in-grade steps or increments of two percent that will, in four annual steps arrive at the maximum hourly rate for the grade. Application of the wage guides for the year 1973 and 1974 shall be as follows:-

- a) All employees shall, during the period January 1, 1973 to April 1, 1973, be paid at the minimum rate for their classification as shown in the 1973 wage guide.
- b) On April 1, 1973 all employees with at least one year's in-grade service shall have their hourly rate increased

to that shown under Step 1 of the 1973 wage guide. Those who reach their first anniversary date in the period April 1, 1973 to December 31, 1973 shall on that date be advanced to Step 1 for their grade.

No one shall be advanced beyond Step 1 in 1973.

- c) Employees who on April 1, 1973 were advanced to Step 1 and whose following anniversary date of in-grade employment falls in the period April 1, 1973 to December 31, 1973 shall on January 1, 1974 be advanced to Step 2 of their grade as shown on the 1974 wage guide.
- d) After January 1, 1974, each year all employees shall on their in-grade anniversary dates be advanced one Step on the wage guide until the maximum of Step 4 is achieved.
- e) All newly hired employees enter employment at the minimum hourly rate for their classification.
- f) Each employee promoted to a higher classification shall start within the Step of his new classification that pays an hourly rate next above the rate paid him in his former classification. Each anniversary date of his promotion he will be advanced one Step until he achieves Step 4, his maximum.

18-3. The Township will conduct a study of the various job classifications within the several departments covered by this Agreement with the object of removing inequities, if any, that may exist between the departments.

ARTICLE XIX

LONGEVITY

19-1. Each employee shall be paid, in addition to his base pay, a longevity increment based upon years of service in the employ of the Township in accordance with the following schedule:-

Years of Service	Increment of Base Pay
Upon completion of 3 years of service	2%
Upon completion of 5 years of service	4%
Upon completion of 9 years of service	6%
Upon completion of 12 years of service	8%
Upon completion of 15 years of service	10%

- 19-2. Each employee shall qualify forthe longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.
- 19-3. In computing any overtime pay which may become due any such employee, only the base pay shall be used.

ARTICLE XX

VACATIONS

20-1. Each permanent full time employee who has had the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his regular hourly rate of pay as of the week immediately prior to the start of such vacation:-

1 year but less than 5 years -	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years but less than 25 years	5 weeks
25 years and over	6 weeks

20-2. Eligibility for vacations shall be computed as of the first day of the month in which hired.

anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date, that is, they need not be deferred until the actual anniversary date. Vacations will be scheduled so as not to interfere with the operations of the Departments to which the employee is assigned and with due regard to seniority. Vacations shall be taken within the year

of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year but not consecutively with the vacation to which entitled for the second anniversary date.

ARTICLE XXI

HOLIDAYS

21-1. Each full time employee covered by this Agreement shall receive holiday pay equal to one day's pay at eight (8) hours straight time without working during the following days:-

New Year's Day

Labor Day

Lincoln's Birthday

Columbus Day

Washington's Birthday

General Election Day

Good Friday

Veteran's Day

Memorial Day

Thanksgiving Day

Independence Day

Friday following
Thanksgiving Day

Christmas Day

21-2. An employee required to work on a holiday shall be paid time and one-half his regular pay in addition to holiday pay.

.ARTICLE XXII

SICK LEAVE AND BEREAVEMENT PAY

22-1. All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

22-2. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure to contagious disease, and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.

22-3. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Township.

22-4. Whenever an employee is scheduled to work any day outside of the normal work week and is unable to do so because of any reason set forth in Section 22-2, such day at his election may be charged as a day of sick leave with pay for eight (8) hours at straight time.

22-5. Every permanent full time employee shall be granted three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey and up to five (5) days if outside the State, with the consent of the Superintendent of Public Works. Immediate family shall include, spouse, children, parents, brothers and sisters and spouse's parents, brothers and sisters, and grandparents of employee or spouse.

ARTICLE XXIII

TERMINAL LEAVE

- 23-1. An employee who retires under the Public Employment Pension System shall be entitled to terminal leave from sick leave accrued under the provisions of ARTICLE 22-1, up to a maximum of one hundred and thirty (130) days.
- each working day prior to an employee's retirement unless the laws of the State of New Jersey permit a lump sum payment in lieu thereof, in which case an employee shall have the option of selecting the method under which he wishes to take the terminal leave to which he is entitled.

ARTICLE XXIV

JURY AND MILITARY LEAVE

24-1. Every employee covered by this Agreement who is ordered to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty an amount equal to the difference in his regular pay and his jury duty pay.

24-2. Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

ARTICLE XXV

HEALTH AND WELFARE INSURANCE

Section 1. The Employer will provide, at no cost to the employee, new health insurance coverage as described in general terms herein.

Section 2. Existing health insurance contracts will be terminated as soon as is possible under their terms and contracts with the following basic annual benefits will become effective immediately thereafter.

New Jersey Blue Cross

365 full benefit days of hospital care, all conditions, per admission.

In-patient radiation therapy.

Eligible dependent children below the age of 25.

Major Medical, New Jersey Blue Cross

\$20,000.00 maximum per condition - no lifetime maximum.

\$100.00 deductible - only two deductibles per family.

Carry over deductible.

80/20 co-insurance.

Average semi-private room.

Tuberculosis and mental in hospital.

Out of hospital mental at 80/20 co-insurance.

Blood rider.

Vision care rider.

Eligible dependent children below the age of 25.

New Jersey Blue Shield

Prevailing fees for area.

Eligible dependent children below the age of 25.

Rider J

365 physician visitations.

Prevailing fees for area.

Eligible dependent children below the age of 25.

Section 3. Beginning with January 1, 1974 additional benefits will be provided by adding to the health insurance contracts a drug rider and a New Jersey Dental Service Plan.

Section 4. A booklet describing the foregoing benefits in greater detail will be furnished each employee following the execution of the new contracts.

ARTICLE XXVI

SAFETY AND UNIFORMS

- 25-1. The Township will negotiate with the Union on questions regarding safety appliances and provisions to safeguard health which may be desired in addition to compliance with Federal and State Laws relating to safety and health.
- 25-2. The Township will provide for each permanent employee a uniform consisting of a jacket, shirt and trousers, together with rain gear and work shoes with replacements when in the judgment of the Department head they may be required.
- 25-3. Garbage collection trucks will as heretofore be manned by three man crews.
- 25-4. The Union will appoint a five man Safety Committee to meet with Department heads as need arises to discuss and recommend rules and regulations relating to the safety of employees and the public.

ARTICLE XXVII

SAVINGS CLAUSE

27-1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

27-2. If any such provisions are so invalid, the Township and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXVIII

TERMINATION AND EXTENSION OF AGREEMENT

28-1. The term of this Agreement shall be from April 1, 1973 through December 31, 1974 and its terms and conditions effective with its commencement, with the exception of the implementation of ARTICLE XXV.

28-2. In the absence of written notice given at least sixty (60) days prior to expiration date by either party to the other of intention to terminate, this Agreement shall automatically be renewed for a period of another year, and from

year to year thereafter, until such time as sixty (60) days' notice is given prior to the annual expiration date.

28-3. If, following of receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days' notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

ARTICLE XXIX

COMPLETENESS OF AGREEMENT

29-1. This Agreement constitutes the entire collective bargaining agreement between the parties and includes and settles for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

IN WITNESS WHEREOF, the parties have by their

Duly authorized representatives set	their hands and seals
This 3/2 day of July	1973.
ATTEST: L. MANUEL HIRSHBLOND Clerk-Administrator	Turkel VBush Frederick V. Brochon, Mayor
	TEAMSTERS LOCAL NO. 97 OF NEW JERSEY BY Arnold Ross, President
	Thomas A. Donohue Secretary-Treasurer BY Andrew Trause Representative

APPENDIX A

CLASSIFICATIONS AND BASE PAY

- 1. The Township and the Union agree to the schedule of job classifications and hourly pay rates herein set forth.
- 2. When new jobs, new machines, or new operations are installed, the Township shall set the rate of minimum hourly pay for the employee involved and give the Union a copy of such rate. If such rate is not challenged by the Union within one (1) week thereafter, the rate shall be considered permanent.

(see page A-2)

APPENDIX A CLASSIFICATIONS & WAGE GUIDES

		1973	13			Beginning 1974	1974	
	CLASSIFICATION	1/1/73 Minimum	4/1/73 Step 1	1/1/74 Minimum	H	Steps 2	ယ	4
	Dept. of Public Works							
	Laborer, Probationary	3.11	:	3.28	:	:	:	;
	Laborer	3.60	3.67	3.80	3.88	3.96	4.04	4.12
	Driver	3.97	4.05	4.19	4.27	4.36	4.45	4.54
	Chief Mechanic	4.96	5.06	5.23	5.33	5.44	5.55	5.66
	Mechanic	4.66	4.75	4.92	5.02	5.12	5.22	5.32
	lst Ass't Mechanic	4.41	4.50	4.65	4.74	4.83	4.93	5.03
	2nd Ass't Mechanic	4.18	4.26	4.41	4.50	4.59	4.68	4.77
	1st Class Operator	4.66	4.75	4.92	5.02	5.12	5.22	5.32
	"A" Operator	4.53	4.62	4.78	4.88	4.98	5.08	5.18
	'B" Operator	4.28	4.37	4.52	4.61	4.70	4.79	4.89
	Buildings and Grounds							
	Janitor	3.25	3.32	3.43	3.50	3.57	3.64	3.71
	Municipal Golf Course							
	Laborer	3.68	3.75	3.88	3.96	4.04	4.12	4.20
• 2	Parks and Playgrounds							
• .	Laborer	3.40	3.47	3.59	3.66	3.73	3.80	3.88

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