

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF RATIFYING THE)	RESOLUTION NO. 91-1475
1991-1995 COLLECTIVE BARGAINING)	
AGREEMENT WITH THE AMERICAN)	Introduced by Rena Cusma,
FEDERATION OF STATE, COUNTY AND)	Executive Officer
MUNICIPAL EMPLOYEES		

WHEREAS, The American Federation of State, County and Municipal Employees (AFSCME) was recognized on October 25, 1988, as the exclusive bargaining agent for all non-supervisory Metro employees not represented by Laborers' International Union, Local 483; and

WHEREAS, Negotiations for a collective bargaining agreement began in May 19, 1991; and


WHEREAS, Tentative agreement was reached with the AFSCME bargaining team on the 1991-95 collective bargaining agreement which would renew the contract between the Metropolitan Service District and the American Federation of State, County and Municipal Employees; and

WHEREAS, A ratification vote by the AFSCME membership was scheduled for June 26, 1991; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District hereby ratifies the tentatively agreed 1991-95 collective bargaining agreement with the American Federation of State, County and Municipal Employees.

DATED this 27th day of June, 1991.



Tanya Collier, Presiding Officer

STAFF REPORT

CONSIDERATION OF RESOLUTION 91-1475 RECOMMENDING RATIFICATION OF THE RENEGOTIATED LABOR AGREEMENT BETWEEN METRO AND AFSCME LOCAL 3580 EFFECTIVE 7-1-91 THROUGH 6-30-95

Background: Contract negotiations between Metro and AFSCME Local 3580 commenced on May 14. Tentative agreement on a four year contract was reached after six sessions on June 14.

The Union has scheduled a ratification vote for Wednesday, June 26. It is assumed the agreement will be ratified by the Union membership at that time, since the AFSCME bargaining team is recommending adoption.

Following for your consideration is a summary of the major changes made in the tentative agreement. It is the recommendation of the Executive Officer that the Agreement be ratified as negotiated.

ECONOMIC ISSUES:

Retirement: The Union accepted membership in PERS effective July 1, 1991, in lieu of a cost of living increase. The net cost to Metro is approximately 5% of gross payroll for this year and all years hereafter. PERS membership as agreed to does not include the sick leave credit.

Wages:

7-1-91	0% increase due to PERS implementation.
7-1-92	COLA based on 85% of increase in Portland Area CPI-W, with a minimum of 3% and a maximum of 6%. This formula will apply to the third and fourth year of the Agreement as well.

Health and Welfare: During Year 1 of the Agreement, Metro will pay no more than 112.5% of the 90/91 composite rate for medical, dental and vision coverage provided by the current HMO and indemnity plans. Metro will pay no more than 122.5% of the 90/91 rate during Year 2, and no more than 132.5% and 142.5% of 90/91 during Years 3 and 4 respectively. (Please note that all percentage increases are indexed to FY 90/91.

This means that Metro will pick up the first 10% increase in medical insurance premiums during the last three years of the agreement, and the employees will pay the remainder. The co-pay threshold in the prior agreement was 15% per year.

NON-ECONOMIC CHANGES:

Holidays: Part-time employees will receive holiday pay based on actual hours worked. Under the prior Agreement, half-time employees received full-time benefits.

Vacation: Accrual rates will accelerate after 7 years of service, at which time employees will receive 120 hours of vacation per year. Formerly, the 120 hour rate was not attained until nine years. Employees with more than 12 years will now receive 180 hours per year as opposed to 160.

Sick Leave: Absent employees must now call in within 1/2 hour of beginning of shift as opposed to 1 hour. At multiple shift locations, employees must call in 1 hour before shift begins.

Personnel Files: Changed to clarify existing practice for removal of disciplinary material from file and placing of written record of oral reprimand.

Maintenance of Standards: Changed to allow error correction by Metro within 90 days of Metro's first knowledge of the error.

NEW ITEMS:

EAP: An employee Assistance Program will be implemented year one of the agreement. Continuation thereafter will be subject to budgetary considerations.

Child Care Committee: Sets up a committee to review and report on child care issues. Also establishes a vehicle to allow pre-tax dollars for child care.

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ARTICLE 1: PREAMBLE

THIS AGREEMENT is entered into by the Metropolitan Service District, hereinafter referred to as "Metro," and the Oregon Public Employees Council No. 75, Local _____ of the American Federation of State, County and municipal Employees, AFL-CIO, hereinafter referred to as "the Union."

The purpose of this Agreement is to set forth the full and complete Agreement between Metro and the Union on matters pertaining to rates of pay, hours of work, fringe benefits and conditions of employment, to promote efficiency in employee work performance, and to provide an equitable and peaceful procedure for the resolution of disputes in the interpretation and application of the terms of this Agreement consistent with Metro's and the Union's mutual objective of providing ever improved services to the public of the Metropolitan Service District.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual preference, race, color, creed, religion, national origin, association or political affiliation, mental or physical handicap.

Except as otherwise provided by law, regulation, or grant provisions, the PARTIES AGREE AS FOLLOWS:

ARTICLE 2: RECOGNITION

- Section 2.1 Metro recognizes the Union as the exclusive bargaining representative of all permanent employees of Metro, excluding employees who are included in a bargaining unit represented by the Laborers' International Union, Local 483, and confidential and supervisory employees as defined by ORS 243.650(6) and (14).
- Section 2.2 Temporary employees are not included in the bargaining unit. Temporary employees shall be defined as those employees working less than one thousand forty-four (1,044) hours per year in a twelve (12) month period from initial hiring, or any 12-month period thereafter. Temporary employees shall not be used to replace and/or diminish wages, hours or other conditions of employment of existing bargaining unit employees except during bona fide recruitment of permanent employees, leaves, or short-term non-recurring work operations. Metro agrees to provide the Union a monthly listing of temporary employees and hours worked from hire date.

ARTICLE 3: MANAGEMENT RIGHTS

The employer shall have and retain the sole responsibility for the management and operation of all Metro functions and direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following:

- (1) Determination of Metro's mission, policies, and all standards of service offered to the public and other local governments;
- (2) Planning, directing, controlling and determining the operations or services to be conducted by employees of Metro;
- (3) Determining the methods, means, number of personnel needed to carry out any department's mission;
- (4) Directing the work force;
- (5) Hiring and assigning or transferring employees within or between departments;
- (6) To promote, suspend, discipline or discharge consistent with this Agreement;
- (7) To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;
- (8) To make, publish and enforce rules and regulations including personnel rules and policies that do not violate any specific provision of this Agreement; and
- (9) To introduce new or improved methods, equipment or facilities.
- (10) To complete performance evaluations of employees as required.
- (11) To classify, reclassify or merge positions as required.

ARTICLE 4: UNION SECURITY

Section 4.1 Membership. Membership or non-membership in the Union shall be guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and Metro.

Section 4.2 Fairshare. Metro agrees to fairshare in accordance with and pursuant to the terms of the Oregon Revised Statutes . 243.650 (10) and (16) with the understanding that the fairshare for non-union employees shall be equivalent to the dues of the Union membership in Oregon Council 75, American Federation of State, County and Municipal Employees, Local AFL-CIO.

The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member is hereby guaranteed. Such employee shall pay the fairshare amount described hereinabove to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish proof to the Union that this has been done.

Section 4.3 Effective Date. The effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment.

Section 4.4 Dues Checkoff. Upon receipt of a signed authorization from the employee, Metro agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union and the amount of fairshare determined by application of Article 4.2 of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Council 75 offices on behalf of all employees involved. The performance of this service is at no cost to the Union. Metro will not be held liable for any errors or delays, but will make any proper corrections as soon as

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possible.

Section 4.5 The Union agrees that it will indemnify, defend and save Metro harmless from all suits, actions, proceedings, and claims against Metro, or person acting on behalf of Metro, whether for damages, compensation, reinstatement, or a combination hereof arising out of Metro's implementation of this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fairshare) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

ARTICLE 5: HOURS AND SHIFTS

- Section 5.1 Forty (40) hours shall constitute the normal workweek, eight (8) hours per day, five (5) consecutive days per week with two (2) consecutive days off. Notice of change in shift starting times or days off will be given prior to the end of the week before the week in which the change becomes effective, and such change will be effective for not less than one (1) week.
- Section 5.2 Except in cases of emergency, all employees' shall be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally shall be taken near the middle of each one-half (1/2) shift whenever feasible.
- Section 5.3 Notwithstanding the workweek set forth in 5.1 and 5.2 above, the Union may request and Metro may initiate an alternate workweek schedule, upon mutual agreement of the Union and Metro.
- Section 5.4 Shift work shall be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes is any shift which begins between 6:00 a.m. and 11:59 a.m. Part-time work which is commenced after 11:59 a.m. and completed by 6:59 p.m. is day shift work.
- Section 5.5 Employees transferred from one shift to another, unless relieved from work at least a full shift before starting their new shift, shall be paid the overtime rates for the first such new shift worked.
- Section 5.6 The second or swing shift for pay purposes shall be defined as any shift which begins between 12:00 noon and 6:59 p.m. An employee scheduled on the second shift shall receive a forty (40) cents per hour shift differential in addition to the employee's regular hourly rate (as set forth in Schedule A).
- Section 5.7 The third or graveyard shift for pay purposes shall be defined as any shift which begins between 7:00 p.m. and 5:59 a.m. Employees scheduled on the third shift shall receive a shift premium of forty-five (45) cents per hour in addition to the regular

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hourly rate (as met forth in Schedule A).

Section 5.8 Relief shifts shall be defined as:

5.8.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.

5.8.2 Employee assigned to relief shifts shall be paid fifty-five (55) cents per hour premium for all hours worked.

5.8.3 Employees working relief shifts shall not receive shift premium authorized in Sections 5.6 and 5.7 above.

Section 5.9 The shift differential shall apply to all hours worked during that shift. If an employee works one-half or more of the second or third shift, the employee shall receive the higher differential for all hours worked in that shift.

ARTICLE 6: NO STRIKE OR LOCKOUT

- Section 6.1 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of Metro. During the term of this Agreement neither Metro nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.
- Section 6.2 If any work stoppage, slowdown, picketing, or strike shall take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 6.1 above to return to work.

ARTICLE 7: OVERTIME AND COMP TIME

- Section 7.1 Overtime worked by employees non-exempt from the Fair Labor Standards Act (FLSA) shall be paid at one and one-half (1-1/2) the employee's regular rate including any regular rate premiums. Overtime is time worked over eight (8) hours per day or over forty (40) hours in one (1) workweek. For employees working four-day workweeks overtime is time worked over ten (10) hours per day or over forty (40) hours in one (1) workweek.
- Section 7.2 Upon agreement with a non-exempt employee that overtime not be paid, non-exempt employees shall receive one and one-half (1-1/2) hours of compensatory time off for every hour worked in excess of eight (8) hours (ten (10) hours per day for four-day workweek employees) or forty (40) hours per workweek.
- Section 7.3 Exempt employees, as salaried professional, executive, and administrative employees under FLSA, shall not be paid overtime nor receive hour-for-hour compensatory time.

ARTICLE 8: HOLIDAYS

Section 8.1 All bargaining unit members shall receive one (1) day's hourly pay or no deduction from salary for each of the following designated holidays listed on which they perform no work:

- (1) New Years Day;
- (2) Martin Luther King Day;
- (3) Washington's Birthday;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Veterans Day;
- (8) Thanksgiving Day;
- (9) Christmas Day;
- (10) Two (2) Personal Holidays are allowed each fiscal year on days of each employee's choice, subject to schedule approval of the supervisor. Employees hired after January 1 of each fiscal year shall be entitled to one (1) such holiday in that fiscal year. For purposes of this section, a Personal Holiday is any day chosen by the employee and approved by the supervisor which would otherwise be a regular scheduled workday. The personal holidays must be taken by the employee within the fiscal year in which they accrue.

Section 8.2 All part-time employees will receive holiday pay pro-rated based on average hours worked per work day during the preceding two pay periods.

Section 8.3 Whenever a holiday shall fall on the first day not included in the employee's regularly scheduled work week, the preceding day in an employee's regular workweek shall be observed as a holiday. Whenever a holiday shall fall on the second day not included in the employee's regularly scheduled workweek, the following day in an employee's regular workweek shall be observed as a holiday.

Section 8.4 Holidays which occur during vacation or sick leave shall not be charged against such leave.

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Section 8.5 Eligible employees shall receive eight (8) hours regular pay for each of the holidays set forth above on which they perform no work. Eligible employees who work a 4-10 schedule shall receive ten (10) hours regular pay for each of the holidays set forth above on which they perform no work. In addition to holiday pay, any non-exempt employee shall be paid the overtime rate for any holiday actually worked. However, if an employee is scheduled to work on a holiday, that employee will be permitted to defer the holiday with regular pay until a later date. An employee under this section can accumulate no more than five deferred holidays.

ARTICLE 9: VACATION

Section 9.1 Subject to department approval and the provision on initial probationary period, all bargaining unit employees shall be granted annual vacation leave with pay **based on hours worked**, accruing at the following rates:

<u>Total Years of Continuous Service</u>	<u>Accrual Rate Per Hours</u>	<u>Equivalent Annual Hours Full-Time Employees</u>
Date of Hire thru completion of 3 years	.0385 hours	80 hours
4 years through completion of 7 years	.0577 hours	120 hours
8 years through completion of 11 yrs.	.0770 hours	160 hours
12 years plus	.0862 hours	180 hours

Section 9.2 Permanent employees who have been employed by Metro for more than six (6) consecutive months may be granted accrued vacation leave by approval of the department director or his/her designee.

Section 9.3 Employees shall not accumulate more than two hundred fifty (250) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited unless a denial of a vacation request prevents an employee from avoiding the 250 hours maximum. If denial of a vacation request prevents an employee from avoiding the 250 hour maximum, the employee shall be paid at regular rate for those hours accrued over 250 hours.

Section 9.4 Department directors or their designees shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff, and for the work requirements of the department. Vacation schedules may be amended to allow the department to meet emergency situations. Vacation requests more than thirty (30) working days in advance shall not be arbitrarily denied or amended without demonstration of conflict with a prior request or a bona fide work emergency.

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Section 9.5 Any regular employee who resigns, retires, is laid off or dismissed from employment with Metro shall be entitled to immediate lump sum payment for accrued and unused vacation at the employee's existing salary rate provided, however, that such lump sum payment shall not be made if separation occurs prior to the completion of the initial probationary period including any extensions.

ARTICLE 10: SICK LEAVE

Section 10.1 Bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour worked accrued in an unlimited amount. Qualified employees shall be eligible for use of earned sick leave after working **1 day** of service with Metro.

Section 10.2 Employees are eligible to use sick leave for the following reasons:

- (1) Personal illness or physical disability;
- (2) Illness or physical disability in the employee's immediate family or household requiring the employee to remain at home.
- (3) Medical appointments and office visits.

Section 10.3 Employees unable to report to work shall report the reason for absence to their supervisor within **(1/2) hour** after the scheduled beginning of their shift. **At locations where multiple shifts are worked, employees unable to report to work due to illness shall report the reason for the absence to their supervisor one hour prior to the scheduled beginning of their shift.** Sick leave with pay shall not be allowed unless such report has been made. The supervisor shall require sick leave beyond three (3) days to be supported by a physician's statement attesting to the illness.

Section 10.4 Metro and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full pay for the pay period. Metro may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding 20 percent gross wages until the total overpayment is recouped, or Metro and the employee may, by

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mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

Section 10.5 Sick leave shall not continue to accrue during periods of disability or leave unpaid by Metro.

ARTICLE 11: OTHER LEAVES

Section 11.1 Bereavement Leave. An employee absent from duty by reason of the death of his or her spouse, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other household member shall be allowed not to exceed three (3) days time off duty without deduction of pay on account of such absence.

Employees may attend a funeral ceremony for a fellow employee within their own department with four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.

Section 11.2 Employees shall be granted a paid leave of absence for any time required by law for military service, jury service, or as a result of service upon employee of a lawful subpoena or -required court appearance in a work-related matter. Any jury or witness fees or mileage Will be endorsed over to Metro.

Section 11.3 Disability Leave. (1) Upon application, supported by a statement of a physician, a leave of absence shall be granted without pay for a period not to exceed six (6) months from the beginning of the disability in cases of the physical disability of a regular employee. Any employee requesting such leave shall file such request in writing with the employee's department director and attach thereto a statement of the attending physician. The latter physician's statement must indicate that the duration of leave requested is necessary for the disabled employee to recover from the disability. Upon ceasing work, the employee may use any vacation and sick leave earned.

(2) Disability leave without pay shall commence immediately upon completion of the vacation and sick leave. During the first three (3) months of such disability leave, Metro shall continue to provide health, dental, life insurance, accidental death and dismemberment and long-term disability benefits, to the same extent provided other employees, and shall pay all appropriate premiums. if a leave of absence for a disability extends beyond three (3) months, the employee

may elect to continue the latter coverages and benefits; upon such election, the gross premiums for such extended coverage shall be paid by the employee. Any and all such extensions of coverages and benefits beyond the first three (3) months shall be subject to any and all restrictions and conditions in each applicable benefit policy or plan.

- (3) In the event that any leave of absence on account of a disability exceeds six (6) months, the employee may be dismissed from employment; provided, however, that the Executive Officer may extend such disability leave once by an additional six (6) month period if such extension will not adversely affect the operations of Metro and if prior to the expiration of such six-month period of disability leave, such employee presents to the Executive Officer an attending physician statement that the employee will be able to resume full performance of his/her normal work duties within six months following the expiration of the initial six months of disability leave. However, if the attending physician statement indicates that the employee will require disability leave for a total period extending beyond one (1) year, or if the actual period disability extends beyond one year, the employee shall be dismissed from employment. Any extension of an employee's disability leave beyond six months by the Executive Officer shall be writing and shall be filed in the Personnel Division office.

Section 11.4 Parental Leave. Unpaid Parental Leave up to the developmental stage equivalent of twelve (12) weeks for a newborn or for the 12-week period following the date an adoptive parent takes custody of a newly adopted child under six (6) years of age shall be granted to eligible employees.

- (1) The employee shall be entitled to take parental leave without being penalized for taking leave.
- (2) An employee returning from parental leave shall be reinstated with no greater or lesser rights in employment than if the employee had not taken the leave. This section is pursuant to ORS 659.360-659.370.

- (3) All regular employees who have completed ninety (90) calendar days of employment are eligible to request the leave.
- (4) Employees have the option of using their accrued vacation leave during the parental leave. If the employee chooses to take leave without pay, benefits will be paid through the last day of the month following the month in which the leave without pay commences. If the employee chooses to utilize accrued vacation, benefits will be continued as long as the leave is continued on paid status. Such leave shall not be used for parental leave unless required by law.
- (5) A request shall be submitted to the Personnel Division thirty (30) calendar days before the occurrence of the event. The request must be in writing and contain the following information:
 - (A) The employee's intent to take parental leave beginning on a date certain more than thirty (30) days from the date of the request.
 - (B) The anticipated date of birth of the parent's child, or
 - (C) The Anticipated date that the parent will obtain physical custody of a newly adopted child under six (6) years of age, and
 - (D) The dates when the parent, or if both parents request parental leave, the dates which each parent will commence and terminate his or her portion of the parental leave.
- (6) Employees who return from parental leave by the date listed in the written request on file will be restored to their former position without loss of seniority or vacation credits. If circumstances change so that the employee's former job is no longer available, that worker will be reinstated in an equivalent position. Employees who do not return by the date specified shall be placed on the appropriate lay off list under this Agreement.

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Section 11.5 Leave Without Pay. All permanent employees may be granted leave of absence without pay and without employee benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of Metro. Such leave may be extended once by the Executive Officer for an additional six (6) months. All requests for leave of absence without pay shall be in writing, shall be directed to the department director and shall contain reasonable justification for approval. Requests of less than ten (10) calendar days may be approved by the Department Director. Both the request and the Executive Officer's approval of the request shall be in writing and shall be filed in the Personnel Division Office. The employee may elect to continue employee coverages and benefits, however, premiums for such extended coverages and benefits shall be paid by the employee. Any and all such extensions of coverages and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

ARTICLE 12: HEALTH AND WELFARE

Section 12.1 No later than July 1, 1991 or within thirty (30) days from the signing of this agreement, a joint eight (8) member committee comprised of four (4) members appointed by the Union and four (4) members appointed by Metro shall be formed. Metro shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to consider adjustments to benefits or coverages to stay below the specified employer contributions for each year of the Agreement. Each employee may contribute the remainder of the actual composite premium cost greater than the employer contribution, if necessary.

A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Executive Officer to keep health care costs under the amounts set forth in Sections 12.2 through 12.4 of this article.

The Executive Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary. In the event that the parties do not agree, the union has the right to engage the remedies available under ORS 243.712-243.732 including mediation and factfinding.

For the purposes of this article, the 1990/91 composite rate is \$277.93 for employees covered by the indemnity plan, and \$275.81 for employees covered by the HMO plan.

Section 12.2 Effective July 1, 1991, Metro shall contribute an amount not to exceed 112.5% of the composite rate that Metro paid during 1990/91 per employee for an equivalent medical, dental and vision plan provided by an HMO and/ or indemnity carrier.

Section 12.4 Effective July 1, 1992 Metro shall contribute an amount not to exceed 122.5% of the composite rate that Metro paid during 1990/91 per employee for an equivalent medical, dental and vision plan provided

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- by an HMO and/ or indemnity carrier.
- Section 12.4 Effective July 1, 1993, Metro shall contribute an amount not to exceed 132.5% of the composite rate that Metro paid during 1990/91 per employee for an equivalent medical, dental and vision plan provided by an HMO and/ or indemnity carrier.
- Section 12.4 Effective July 1, 1994 Metro shall contribute an amount not to exceed 142.5% of the composite rate that Metro paid during 1990/91 per employee for an equivalent medical, dental and vision plan provided by an HMO and/ or indemnity carrier.
- Section 12. 3 Life Insurance and Additional Dependant Life And Disability coverages shall be maintained at current levels at no cost to the employee unless adjustments are made by the joint committee to keep medical, dental and vision costs below the cap for that coverage.

ARTICLE 13: RETIREMENT BENEFITS

- Section 13.1** Effective July 1, 1991, and during the term of this Agreement, all eligible unit employees shall participate in the Oregon Public Employees Retirement System (PERS), as provided in the Oregon Revised Statutes. The extent of PERS membership shall include prior eligibility service, but shall not include prior benefit service or the unused sick leave option.
- Section 13.2** Metro agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six (6%) percent of the employee's base salary, in lieu of a salary increase on 7/1/91, in addition to the required employer contributions.

ARTICLE 14: SALARY ADMINISTRATION (Existing Language)

- Section 14.1 Metro shall notify the Union when creating a new classification or substantially revising an existing classification. The Union shall have ten (10) days to request wage negotiations for a new or substantially revised classification.
- Section 14.2 Metro will implement a salary rate for the new or revised classification. This rate shall remain in effect subject to negotiations between Metro and the Union. If negotiations result in an increase in salary rate, the increase shall be effective back to the date the new or revised classification was implemented.
- Section 14.3 When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than three (3) days, the employee shall be compensated for all hours worked at the higher level classification. The employee shall be compensated at the next higher step in his/her range or the first step in the higher classification whichever is greater.
- Section 14.4 Employees hired at the entry step shall be placed at the next step in the salary range after completion of probation. The employee's date of completion of probation shall become the employee's anniversary date. One (1) year after the employee's anniversary and each "anniversary date" thereafter the employee shall advance one (1) step in the salary range until the employee reaches the top step. Nothing in this section is to be construed to prohibit Metro from placing employees above the entry step or advancing employees to higher levels of the salary range. Employees hired above the entry rate shall advance one (1) step in the salary range one (1) year after date of hire and each year thereafter until the employee reaches the top step.
- Section 14.5 Employees promoted into a higher classification at Metro shall be placed at the next higher step in the new salary range. Upon completion of promotional probation employees shall advance to the next step in the new range. The date of completion of promotional probation shall constitute a new

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"anniversary date" and employees shall advance one (1) step on each anniversary date until the employee reaches the top step. Nothing in this section shall be construed to prohibit Metro from starting promoted employees higher or advancing employees upon the steps faster.

Section 14.6 For the purposes of this section, initial and promotional probation shall be six (6) calendar months from the first day of hire or promotion. initial probationary employees may be terminated without recourse to grievance procedure. Promotional probationary employees shall return to their former classifications and rate of pay if they fail to complete their probation without recourse to the grievance procedure. Promotional probationary employees shall not be discharged without just cause and shall have recourse to the grievance procedure.

ARTICLE 15: WAGES

- Section 15.1 Employees shall be paid in accordance with the classifications and rates of pay contained in Schedule A based on their current Kenny classification number . (Note: Schedule A shall be all represented classifications with the midpoint of the Kenny Plan salary range for each classification as Step 4, then three (3) 5 percent increments (or Steps) in either direction, producing a salary range matrix of an entry level and seven (7) steps, the seventh step being the maximum salary for the classification.)
- Section 15.2 Effective July 1, 1991, the rates and ranges of all employees shall not be increased, but employees shall receive in lieu of a wage increase, a 6% contribution to PERS pursuant to Article 13.
- Section 15.3 Employees shall move to the next highest step in the salary range on the employee's anniversary date annually during the life of this agreement.
- Section 15.4 Effective July 1, 1992, the rates and ranges of all employees shall be increased by eighty-five percent (85%) of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W) (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than three percent (3%) or greater than six percent (6%).
- Section 15.5 Effective July 1, 1993, the rates and ranges of all employees shall be increased by eighty-five percent (85%) of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W) (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than three percent (3%) or greater than six percent (6%).
- Section 15.6 Effective July 1, 1994, the rates and ranges of all employees shall be increased by eighty-five percent (85%) of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W) (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics,

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U.S. Department of Labor. However, in no event shall the salary increase be less than three percent (3%) or greater than six percent (6%).

Section 15.7 Any non-exempt employee required to return to work before the employee's next work shift, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the regular rate. However, when any non-exempt employee is required to work in excess of eight (8) hours in any workday, and the excess time is adjacent to the employee's regular work schedule, the employee will be paid time and one-half (1-1/2) only for the time worked in excess of eight (8) hours.

Section 15.10 Upon determination by the Executive Officer, or the Executive Officer's designee, of inclement weather, conditions and such determination results in the decision to open later than regularly scheduled hours or close any Metro site and to send the staff home before the end of their normal shift, those employees shall receive pay for a regular shift.

ARTICLE 16: SENIORITY
(Existing language with attached side letter.)

- Section 16.1 Seniority shall be computed from date of hire or promotion into the classification. Seniority shall be applied for lay off, shift bidding and elsewhere as specified in this Agreement.
- Section 16.2 Where Metro employs multiple shift operations employees, such employees shall have the right to choose appropriate shifts every six (6) months or whenever a vacancy occurs. Employees shall indicate their shift preference in writing to their immediate supervisor prior to the filling of a vacancy. The supervisors shall assign employees based on written seniority preference. Employees may not be denied seniority preference for arbitrary and capricious reasons.
- Section 16.3 Seniority shall be continuous service in the employee's classification. Time spent on approved leave or as a result of on the job injury or illness shall not be considered a break in service. continuous service in lower classifications shall count as total seniority in the case of lay off. Metro shall publish and distribute semi-annually and thirty (30) days prior to any lay off a seniority list for all employees.
- Section 16.4 Lay off shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Executive Officer shall determine the number and classifications to be laid off. All temporary, seasonal and probational employees within the classification selected for lay off shall be laid off prior to any lay offs of permanent employees.
- Section 16.5 Employees will be laid off by classifications with the least senior employees laid off first. In cases of ties in seniority within classification, total Metro service seniority shall be the tie breaker. Employees shall be given thirty (30) days notice of lay off. Employees given notice of lay off shall within ten (10) working days:
- a. accept demotion to a former classification previously served, including bumping the

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least senior employee in that former classification, provided the bumping. employee has more classification seniority in the former classification; or

- b. apply for appointment to a vacant Metro position for which the employee meets the minimum qualifications. The best qualified employee given notice of lay off shall be appointed to a vacant position for which the employee applies and meets the minimum qualifications.

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ARTICLE 17: DISCIPLINE AND DISCHARGE

(Existing Language)

- Section 17.1 No employee may be disciplined or discharged without just cause.
- Section 17.2 No employee shall be denied Union and/or legal representation in any investigation. Employees shall receive all rights and safeguards provided by the State and Federal Constitutions.
- Section 17.3 Any employee suspended or discharged may appeal such action directly to the Executive Officer step of the grievance procedure. All other disciplinary actions shall be processed through the grievance procedure from the first step.
- Section 17.4 If Metro has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

ARTICLE 18: SAFETY AND HEALTH

Metro agrees to provide a safe and healthful workplace, as required by law. Metro also agrees to provide and maintain all clothing, tools and equipment required by Metro for use by the employee.

Metro and the Union will establish joint labor-management safety committees in compliance with current Oregon law and administrative rules. Joint Safety committees will be established to represent the following primary places of employment:

1. Metro Center
2. Metro Washington Park Zoo
3. All Solid Waste facilities under Solid Waste Department and control.

Metro and the Union will each elect or appoint an appropriate number of representatives and alternates to the committees specified above in accordance with the statute. Metro and the Union agree to establish new committees as required by expansion or reorganization.

Each safety committee shall inquire into and make recommendations to Metro on all safety issues in the work area. Any employee who observes an unsafe condition in the workplace shall promptly report the same to his/her supervisor. The supervisor shall promptly take appropriate action.

No employee shall be disciplined for failure to perform an unsafe work operation or operate unsafe equipment.

ARTICLE 19: GRIEVANCE PROCEDURE

- Section 19.1 A grievance for the purposes of this Agreement is any dispute regarding the meaning, application or interpretation of any provision of this Agreement. Grievances except as noted elsewhere in this Agreement shall be processed as follows:
- Section 19.2 Within fifteen (15) working days of the alleged dispute or the employee's first knowledge of such dispute, the employee alone or accompanied by the Union shall file the **written** grievance with the employee's immediate supervisor.
- Section 19.3 Within five (5) working days the supervisor shall respond in writing to the employee and Union. Failure of the supervisor to respond or if the grievance is not resolved at this level, the employee or Union may advance it to the next level within five (5) working days of the deadline for the supervisor's response.
- Section 19.4 Any grievance not resolved or advanced from 19.3 shall be reduced to writing on a form mutually agreed to by the parties. **The employee and the Union may present the grievance in a meeting with the Director of the employee's particular Department. The Director may respond within ten (10) working days of receipt of the written grievance.**
- Section 19.5. Any grievance not resolved at the Director's level, or failure of the Director to respond, will allow the Union to **escalate the grievance within five (5) working days of the deadline for the Director's response.** It shall be filed with the Executive Officer of Metro. The Executive Officer or his/her designee shall respond within ten (10) working days of receipt of the written grievance. Failure of the Executive Officer to respond or if the grievance is not resolved it may be advanced to the next level by the Union within ten (10) working days of the deadline for the Executive Officer's response.
- Section 19.6 If the parties are unable to resolve the grievance or as required elsewhere in the Agreement the Union may request binding arbitration to resolve the dispute. The Union shall request a list of five (5)

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arbitrators from the State of Oregon Mediation and Conciliation Service. Such request shall not prohibit the parties also requesting grievance mediation at the same time. Any mediation shall be mutually agreeable to t-he parties. Upon receipt of the list the parties shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The Arbitrator thus selected shall be contacted by the parties to set a hearing.

Section 19.7 The Arbitrator's decision in the grievance shall be final and binding upon the parties. The Arbitrator's decision shall be within the scope of the Agreement. The Arbitrator shall have no authority to alter, amend, modify, add to or detract from the Agreement. The losing party shall pay the cost of the Arbitrator's award. All other expenses shall be borne by the party incurring them.

ARTICLE 20: EQUAL OPPORTUNITY
(Existing Language)

- Section 20.1 Metro and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, sex, sexual orientation, national origin, mental or physical disability, marital status, political affiliation, or Union activity.
- Section 20.2 Any complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, national origin, age, mental or physical disability, marital status or political affiliation which is brought to the Union for processing will be submitted directly to the Executive officer or designee. If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.
- Section 20.3 If an employee has a grievance alleging unlawful discrimination based on Union activity, it shall be first pursued through the grievance procedure at the Executive Officer's level, however, the parties may mutually agree, in writing, to waive arbitration on any such grievance allowing the matter to be resolved through the Employment Relations Board.

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ARTICLE 21: MAINTENANCE OF STANDARDS

Metro agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions directly related to job performance shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, except where those standards have been modified through collective bargaining. It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by Metro or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of Metro's first knowledge of the error. Any disagreement between the local Union and Metro with respect to this matter shall be subject to the grievance procedure.

ARTICLE 22: PERSONNEL FILE

- Section 22.1 Metro shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Personnel Office. No document, report or correspondence of an adverse nature shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content.
- Section 22.2 All material in the official personnel file of any employee may be inspected by the affected employee. No material of an adverse nature may be used against an employee unless entered in the official metro file as described in subsection 22.1. An employee upon request shall have the right to view all material in the employee's personnel file.
- Section 22.3 All disciplinary material shall be expunged from the personnel file two (2) years from the date the material was entered, **provided that the employee has received no other disciplinary action.** Periodic performance appraisals shall permanently remain part of the official personnel file. **Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the 2 year period specified above.** Any material of an adverse nature shall be removed if not entered in accordance with subsection 22.2. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.
- Section 22.4 A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in 22.3. Such a written record will consist only of the date of the reprimand and a brief one-two sentence statement of the reason for the reprimand.

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ARTICLE 23: OUTSIDE EMPLOYMENT
(Existing Language)

Employees may engage in outside employment, provided that such outside employment does not:

1. create a conflict of interest with the employee's Metro duties; and
2. create an inability to perform employee's job duties at Metro.

Employees who engage in outside employment which is found to violate the above restrictions and who have failed to notify their department director of such employment shall be discharged.

ARTICLE 24: UNION RIGHTS
(Existing Language)

Section 24.1 Bulletin Boards: Metro agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices to such bulletin boards. All posting of notices on bulletin boards by the Union shall be signed and dated by the individual doing the posting.

Section 24.2 Union Representatives: The Union shall appoint and certify the names of shop stewards to Metro.

Shop stewards shall be allowed to investigate and process grievances during working hours. In the event such activities would interfere with either the stewards or employees work Metro agrees to arrange a mutually agreeable time within seventy-two (72) hours. The steward must notify his/her supervisor prior to engaging in Union activity.

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ARTICLE 25: SAVINGS CLAUSE
(Existing Language)

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the Parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term of this Agreement.

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ARTICLE 26: TERM OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 1991, to June 30, 1995. Either party may give written notice sixty (60) days prior to the expiration of the Agreement of its intention to renegotiate the terms and provisions of this Agreement.

METROPOLITAN SERVICE DISTRICT:

AFSCME COUNCIL 75

By: _____ Date: _____

Rena Cusma

Executive Officer

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES

LOCAL #3580 NEGOTIATING TEAM:

Marilyn Dirksen

Chuck Geyer

Tim Collins

Ron Nagy

Carrie Heaton

Avory Gray

Dennis O'Neil

By: _____ Date: _____

Thomas C. Gunn

Council Representative

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NEW ARTICLE: EMPLOYEE ASSISTANCE PROGRAM (EAP)

(To be numbered and incorporated into
the main text of the final agreement.)

Effective July 1, 1991, during FY 1991/1992, Metro shall provide at no cost to the employee an employee assistance program. Thereafter, for the remainder of this agreement, continuance of the EAP shall be subject to approval of funding by the Metro Council.

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NEW ARTICLE: CHILD CARE

(To be renumbered and incorporated into the text of the final agreement.)

1. A committee of up to three union and three Management persons will meet beginning no later than 30 days after the signing of this agreement to study child care concerns to include, but not be limited to:
 - a. The need for child care among bargaining unit members.
 - b. Costs associated with child care.
 - c. Evaluating the feasibility of on site day care facilities.
 - d. Possible funding sources for child care facilities.

Within 90 days of its first meeting, the Joint Committee on Child Care Concerns will issue a report summarizing the results of their study. Only failure to meet will be subject to the grievance procedure.

2. Metro shall establish under the terms of Section 129 of the IRS Code, as a pre-tax benefit, a voluntary deduction by the employee to a flexible spending account for child care.

SIDE LETTER

(To be attached to final Agreement.)

The Parties hereby agree that effective 30 days from the signing of this Agreement, the First Floor Lunch Room at Metro Central will be declared a smoke free area in which smoking will no longer be permitted.

By: _____ Date _____

By: _____ Date _____

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SIDE LETTER: SHIFT BIDDING

(To be attached to final Agreement.)

The Parties hereby agree that the shift bidding process specified in Article 16.2 of the Agreement will be implemented in the following manner:

1. Formal shift bids will be held every six months, at which time employees will submit, in writing, their shift preferences. The shifts will then be assigned based on the written seniority preference.
2. During the interim six month period between the formal shift bids described in paragraph 1, above, supervisors will post openings for seven (7) calendar days. The senior employee submitting a written bid will be awarded the position. The bidding employee's position will then be posted and bid in a similar fashion. Any open position after that will be filled at the Employer's discretion.

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SCHEDULE A

SR	Range	Ent	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	5.956682	6.254516	6.567242	6.895604	7.240384	7.602403	7.982524	8.381650	8.800732	9.240964
2	6.254516	6.567242	6.895604	7.240384	7.602403	7.982524	8.381650	8.800732	9.240964	9.702901
3	6.567380	6.895749	7.240537	7.602564	7.982692	8.381826	8.600918	8.800961	9.241009	9.703060
4	6.895670	7.240454	7.602476	7.982600	8.381730	8.800817	9.240858	9.703060	10.18821	10.69745
5	7.240572	7.602601	7.982731	8.381868	8.800961	9.241009	9.703060	10.18805	10.69743	11.23230
6	7.602482	7.982606	8.381737	8.800824	9.240865	9.702908	10.18802	10.69737	11.23224	11.79386
7	7.982587	8.381716	8.800802	9.240842	9.702884	10.18802	10.69743	11.23224	11.79386	12.38324
8	8.351676	8.800760	9.240798	9.702838	10.18796	10.69737	11.23224	11.79356	12.38351	13.00268
9	8.800543	9.240570	9.702598	10.28772	10.69712	11.23197	11.79356	12.38351	13.00260	13.65273
10	9.240766	9.702606	10.18794	10.69734	11.23222	11.79382	12.38351	13.00260	13.65273	14.33562
11	9.702747	10.28788	10.69727	11.23214	11.79375	12.38343	13.00260	13.65273	14.33562	15.05246
12	10.18806	10.69746	11.23233	11.79395	12.38365	13.00283	13.65297	14.33568	15.05230	15.80492
13	10.69750	11.23238	11.79399	12.38369	13.00288	13.65302	14.33568	15.05230	15.80497	16.59522
14	11.23226	11.79387	12.38356	13.00274	13.65288	14.33552	15.05230	15.80497	16.59527	17.42503
15	11.79391	12.38361	13.00279	13.65293	14.33557	15.05235	15.80497	16.59527	17.42480	18.29604
16	12.38364	13.00263	13.65297	14.33562	15.05240	15.80492	16.59527	17.42495	18.29619	19.21100
17	13.00265	13.65278	14.33542	15.05219	15.80480	16.59504	17.42480	18.29619	19.21106	20.17161
18	13.65290	14.33555	15.05232	15.80494	16.59519	17.42495	18.29619	19.21106	20.17161	
19	14.33559	15.05237	15.80498	16.59523	17.425	18.29625	19.21106	20.17161		

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REPRESENTED BY THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES

1990-1991: PAY PLAN								
SALARY RANGE	BASE RATE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP
1	6.57	6.90	7.24	7.60	7.98	8.38	8.80	9.24
2	6.90	7.24	7.60	7.98	8.38	8.80	9.24	9.70
3	7.24	7.60	7.98	8.38	8.80	9.24	9.70	10.19
4	7.60	7.98	8.38	8.80	9.24	9.70	10.19	10.70
5	7.98	8.38	8.80	9.24	9.70	10.19	10.70	11.24
6	8.38	8.80	9.24	9.70	10.19	10.70	11.24	11.79
7	8.80	9.24	9.70	10.19	10.70	11.24	11.79	12.38
8	9.24	9.70	10.19	10.70	11.24	11.79	12.38	13.00
9	9.70	10.19	10.70	11.23	11.79	12.38	13.00	13.65
10	10.19	10.70	11.23	11.79	12.38	13.00	13.65	14.34
11	10.70	12.23	11.79	12.38	13.00	13.65	14.34	15.05
12	12.23	11.79	12.38	13.00	13.65	14.34	15.05	15.80
13	11.79	12.38	13.00	13.65	14.34	15.05	15.80	16.60
14	12.38	13.00	13.65	14.34	15.05	15.80	16.60	17.43
15	13.00	13.65	14.34	15.05	15.80	16.60	17.43	18.30
16	13.65	14.34	15.05	15.80	16.60	17.43	18.30	19.20
17	14.34	15.05	15.80	16.60	17.43	18.30	19.22	20.18
18	15.05	15.00	16.60	17.43	18.30	19.22	20.18	21.19
19	15.80	16.60	17.43	18.30	19.22	20.18	21.19	22.25