Memorandum of Agreement Fiscal Years 2025, 2026, & 2027

Agreement is hereby made this <u>Horning</u> day of <u>Horning</u>, 2024 by and between the Town of Needham (hereinafter the "Town") and the Needham Independent Town Workers' Association, (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by its terms is in effect through June 30, 2024, remain in full force and effect.

- 1. The term of the Agreement shall be July 1, 2024 through June 30, 2027.
- 2. The base wages shall be amended as follows:

FY2025: 3% increase in base wages effective July 1, 2024.
FY2026: 3% increase in base wages effective July 1, 2025.
FY2027: 3% increase in base wages effective July 1, 2026

- 3. Delete the phrase "Board of Selectmen" and insert in place thereof the phrase "Select Board" wherever such phrase appears.
- 4. Delete references to "he or she" and insert in place thereof the reference "they" wherever such reference appears.
- 5. Amend Article 6 Hours of Work as follows:
 - 6.2.5 The lunch period may shall be taken between 11:00 am and 3:00 pm
 - **6.2.6.** Employee start times may be scheduled between 7:00 and 9:30 a.m. Employee quit times may be scheduled between 3:00 and 6:00 p.m. Employees may start work between 6:00 a.m. and 7:30 7:00 a.m. with written approval of the Town Manager upon written request from the department manager to the Director of Human Resources. Once a time is selected and agreed upon by the employee and manager, it becomes a permanent schedule for that employee and part of the department's flex-hour schedule to ensure coverage.
- 6. Amend Article 7 Holidays by deleting the phrase "Columbus Day" and inserting in place thereof the phrase "Indigenous People's Day".
- 7. Amend Article 11 Vacation by inserting a new sub-section 11.4.3 as follows:
 - 11.4.3. Accelerated Vacation Accrual Rate New hires will start at the Stage 1 accrual rate unless pre-approval is granted as follows: upon receipt of a written request from a Department Manager and Director of Human Resources, the Town Manager may approve an accelerated vacation accrual rate in extenuating circumstances such as for new hires with previous service in a similar position, upon promotion, or where such adjustment is deemed necessary to recruit or

retain qualified employees in accordance with prevailing market conditions.. Such acceleration may not exceed the Stage 3 rate.

	Progression Schedule through Accrual Rate Stag	ges
Stage	Monthly Accrual over 12 months	Years at Stage (Accrual Rate)
Stage 1	10 days (2 weeks/yr)	5 years
Stage 2	15 days (3 weeks/yr)	5 years
Stage 3	20 days (4 weeks/yr)	10 years
Stage 4	25 days (5 weeks/yr)	Max

Employees who have been granted Stage 2 accrual will transition to Stage 3 five years from the date of hire or promotion. Employees who have been granted Stage 3 accrual will transition to Stage 4 accrual ten years from the date of hire or promotion.

And by amending sub-section 11.6.2 and 11.6.4 as follows:

- 11.6.2 Any department manager may recommend, and the Town Manager may approve a temporary increase in the maximum vacation accrual cap in extraordinary circumstances, when it would be impractical for the employee to take **their** vacation. Such situations shall include, but not be limited to, employee illness, staff turnover, or **denied vacation due to** departmental workload. Any such increase is subject to a review in six (6) month increments and may not exceed 75 hours.
- 11.6.4 Employees who are not able to take vacation denied vacation leave due to departmental workload may convert a maximum of five days to non-occupational sick leave per fiscal year.
- 8. Delete the text of Article 17 Bereavement Leave and insert in place thereof the following:

Incorporated herein by reference and considered an integral part thereof is the Town of Needham Bereavement Leave Policy, Policy #304; dated March 11, 1997; as updated October 2013 as amended.

At the request of the employee and in extenuating circumstances, the Director of Human Resources may approve flexibility in the use of bereavement leave as needed.

- 9. Amend Article 18 Non-Occupational Sick Leave as follows:
 - 18.3.2 When an employee's immediate family member is ill. In this case, the employee may utilize sick leave balances up to a maximum of ten (10) days per fiscal year. For the purpose of this section, family member shall be defined as spouse,

partner, mother, father, child, or ward of the employee or his/her spouse. This excludes sick leave usage for qualified and approved family and medical leave as per Article 16 of this Agreement.

- 18.3.5. Preventive Leave One non-occupational sick leave balance (the equivalent of 7.5 hours) may be used each fiscal year Employees may use a reasonable amount of non-occupational sick leave for the purpose of preventive medical or dental appointments. The department manager Human Resources Department may require the employee to submit medical documentation by a practicing physician medical provider to substantiate the use of sick leave balance for the purpose of preventive medical or dental appointments.
- 18.6 Certification of Illness, Injury or Quarantine The department manager may request an investigation from the Human Resources Department to investigate and ascertain the validity of any request for non-occupational sick leave made by an employee and shall approve the same if satisfied as to the validity of the request. A physician's certificate may be required by the department manager or Town Manager in any case of when non-occupational sick leave is used, such a request shall not be unreasonably applied.
- 10. Amend Article 19 Light Duty as follows:
 - 19.1. An employee who is unable to return to full duty status after a work-related or non-work related injury may return to work on a light duty status consistent with any restrictions provided by a physician and in accordance with the provisions set forth below If, after missing ten (10) consecutive work days due to a non work related illness or injury, an employee is unable to return to full duty status, the employee or his/her department manager may request that a Town-designated physician examine the employee to determine his or her fitness to perform light duty. Said examination shall be at the Town's expense. Before making a determination, the Town-designated physician shall may consult with the employee's treating physician.
- 11. Amend Article 21 Grievance and Arbitration Procedure as follows:
 - 21.1 A grievance is a violation of the contract relating to wages, hours, terms and conditions of employment, which has not been resolved to the employee's satisfaction or through informal discussion with his or her immediate supervisor.
 - 21.2 Any employee may use this grievance procedure with or without assistance but no grievance settlement made as a result of an individual processed grievance shall contravene any provision of this Agreement. The Union shall have the right to be present at any grievance meeting between the parties.
 - **21.3** Grievances shall be processed as follows:
 - 21.3.1. Grievances shall be designated as a Classification "A" grievance or Classification "B" grievance. A Classification "A" grievance is one involving the termination of an employee in the bargaining unit. All other grievances shall be

designated as Classification "B" grievances.

Classification "A" and "B" grievances shall proceed through the grievance procedure as hereinafter set forth. Only Classification "A" grievances may be the subject of arbitration, as set forth below.

In all Classification "B" grievances, the decision of the JRC or the Personnel Board, as appropriate **Director of Human Resources** shall be final and binding upon the parties.

- 21.3.2. Step 1 The employee, with or without the representation, shall present the grievance in writing to the employee's department manager or his/her designee, within ten (10) working days of the date of the grievance or the employee's first knowledge of its occurrence. The department manager or his/her designee shall attempt to adjust the matter and shall respond in writing to the employee within ten (10) working days.
- 21.3.3. Step 2 If the grievance has not been settled at Step 1, it shall be presented to the Director of Human Resources in writing within five (5) working days after the supervisor's response is due. The Director of Human Resources shall respond to the employee or to the Union in writing within five (5) working days of his receipt of the grievance from the employee or the Union.
- 21.3.4. Step 3 If the grievant remains dissatisfied with the decision of the Director of Human Resources, (Step 2), the grievance may be presented to the Personnel Board in writing within ten (10) working days after the response of the Director of Human Resources is due. If, after its own investigation, the Personnel Board disagrees with the decision of the Director of Human Resources, it will convene a meeting of the Joint Resolution Committee (JRC) within fourteen (14) working days after receipt by the Personnel Board of the grievance. The JRC will be comprised of two (2) members of the Personnel Board and the Town Manager. The JRC shall make its findings within fourteen (14) working days after being convened. Two affirmative votes of the JRC will be required to overturn the decision of the Director of Human Resources.
- 21.4 If a grievance is still unsettled, the Union may, within fifteen (15) calendar days after the reply of the Personnel Board Director of Human Resources is due, by written notice to the other party, request arbitration.
- 21.5 The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association.
- 21.6 The arbitrator shall have the authority to settle only disputes defined herein. Any grievance appealed to an arbitrator over which he/she has no power to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to take

any action to prevent the Town and the Union from settling by mutual agreement prior to final decision, any grievance submitted to arbitration hereunder. The decision of the arbitrator shall be final and binding upon the parties. Expenses for the arbitrator's service shall be shared equally by the parties.

In order for an arbitrator to have jurisdiction over any grievance involving allegations of discrimination which may also be subject to charges before the EEOC, MCAD, or any other federal, state or local agency having jurisdiction over such discrimination or fair employment practices, the employee shall sign a written election of remedies electing arbitration as the exclusive forum for determining such issues and shall thereby waive all other remedies or causes of action for such claim.

- 12. Amend Article 29 Miscellaneous Provisions as follows:
 - 29.3 Non-Discrimination Neither party will discriminate against any employee or applicant for employment by reason of his or her race, sex, age, color, religion, national origin, sexual orientation, gender identity or disability. The Town of Needham Non-Discrimination Policy # 201, and as from time to time amended is hereby incorporated by reference.
 - 29.5 Town Vehicle Use Incorporated herein by reference and considered an integral part thereof is the Town of Needham Municipal Vehicle Use Policy, Policy # 509; dated March 11, 1997; as updated October 2013 as amended.
 - 29.7 Workplace Violence Policy The Union agrees to implement and incorporate by reference the Needham Workplace Violence Policy, Policy # 426, dated March 19, 2003. as amended.
- 13. The parties agree to "re-open" the contract to discuss changes to hours of operation and/or leave time accruals.

Appendix B: Compensation Schedules Bereavement Policy #304

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Town Manager/Date	

This agreement shall be executed in one or more counterparts, each of which when so executed shall constitute but one and the same instrument.

Town of Needham Bereavement Policy Personnel Administration #304

1. PURPOSE AND SCOPE

The purpose of this document is to set forth the Town's policy and procedures governing the use of Bereavement Leave.

2. APPLICABILITY

This policy applies to all non-represented, full-time, and regular part-time General Government employees.

3. **DEFINITIONS**

Refer to Policy #100 for definitions of commonly used words and phrases.

4. POLICY

Employees are entitled to bereavement leave without loss of straight time pay for normally scheduled work hours, as follows:

- Employees may be granted up to five (5) business days of bereavement leave, per occurrence, for the death of a family member including a domestic partner, parent (biological, step, adoptive, in-law, foster, legal guardian, or other person who stood in loco parentis (i.e., in place of a parent) to the employee when the employee was a child), child (biological, step, foster, adopted, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis), sibling (biological, in-law, step, foster, adopted), loss of pregnancy, grandparent, grandchild (biological, adopted), cousin, aunt, uncle, niece, nephew, or any other relative residing with the employee at time of death.
- Employees may be granted, at the recommendation of the department manager along with the approval of the Town Manager/designee, up to three (3) business days of bereavement leave, per occurrence, when there is a death of a family member other than those listed in section 4.1.

5. PROCEDURES

- The employee must notify their supervisor of the death and request bereavement leave and provide the supervisor with a copy of the death notice if requested to do so.
- 5.2 The supervisor will approve the bereavement leave if satisfied with the legitimacy of the request or deny the request if they do not receive satisfactory documentation.

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5.3 In extenuating circumstances, the Town Manager/designee may grant bereavement leave from one (1) to five (5) business days for the death of an individual with a unique, family-like relationship to the employee.

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I10 ·	\$39.05	\$41.58	\$43.75	\$45.55	\$47.13	\$48.64	\$50.05	\$51.35	\$52,52	\$53.58	\$54,66
ICh	\$37.19	\$39.61	\$41.67	\$43.38	\$44.89	\$46.33	\$47.68	\$48.91	\$50.05	\$51.05	\$52.07
f,	\$35.77	\$37.67	\$39.22	\$40,62	\$41.96	\$43,23 //	644,39	\$45.46	\$46.42	\$47,34	\$48,29
102	\$34.06	\$35.89	\$37.35	\$38.70	\$39.97	\$41.18	\$42.28	\$43.30	\$44.20	\$45.08	\$45.99
106	\$32,43	\$34.18	\$35.57	\$36,85	\$38.07	\$39.21	\$40.26	\$41,24	\$42,10	\$42.94	\$43.81
105	\$30.89	\$32.55	\$33.88	\$35.09	\$36.26	\$37.34	\$38.36	\$39.27	\$40.10	\$40.89	\$41.72
1	\$29.11	\$30.67	\$31.93	\$33.07	\$34.17	\$35.18	\$36.14	\$37,01	\$37,77	\$38.53	\$39,30
I.	\$26.47	\$27.88	\$29.03	\$30.07	\$31.06	\$31.99	\$32.86	\$33.65	\$34.34	\$35.03	\$35.74
102	\$24.06	\$25.35	\$26,38	\$27.34	\$28 23	\$29.08	\$29.87	\$30.58	\$31,22	\$31,85	\$32,49
ICI	\$21.88	\$23.05	\$24.00	\$24.85	\$25.68	\$26.45	\$27.15	\$27.81	\$28.40	\$28.96	\$29.54

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Ti.	\$72,520.50 \$	77,239.50	\$81,256.50	\$84,591.00	\$87,535.50	\$90,343.50	\$92,976.00	\$95,374.50	\$97,597.50	\$99,547.50	\$101,536.50
r	\$69,751.50 \$	73,456.50	\$76,479.00	\$79,209.00	\$81,822,00	\$84,298.50	\$86,560.50	\$88,647,00	\$90,519,00	\$92,313,00	\$94,165,50
1	\$66,417.00 \$6	69,985.50	\$72,832.50	\$75,465.00	\$77,941.50	\$80,301.00	\$82,446.00	\$84,435.00	\$86,190.00	\$87,906.00	\$89,680.50
106 -	\$63,238.50 \$6	66,651.00	\$69,361.50	\$71,857.50	\$74,236,50	\$76,459,50	478,507.00	\$80,418.00	\$82,095.00	\$83,733.00	\$85,429.50
{r:	\$60,235.50 \$6	63,472.50	\$66,066.00	\$68,425.50	\$70,707.00	\$72,813.00	\$74,802.00	\$76,576.50	\$78,195.00	\$79,735.50	\$81,354.00
	\$56,764.50 \$	59,806.50	\$62,263.50	\$64,486.50	\$66,631,50	\$68,601,00	\$70,473.00	972,169.50	\$73,651,50	\$75,133,50	\$76,635.00
1.	\$51,616.50 \$5	54,366.00	\$56,608.50	\$58,636.50	\$60,567.00	\$62,380.50	\$64,077.00	\$65,617.50	\$66,963.00	\$68,308.50	\$69,693.00
Ir	\$46,917.00 \$4	19,432.50	\$51,441.00	\$53,313.00	\$55,048,50	\$56,706.00	\$58,246.50	\$59,631.00	\$60,879.00	\$62,107.50	\$63,355.50
F	\$42,666.00 \$4	14,947.50	\$46,800.00	\$48,457.50	\$50,076.00	\$51,577.50	\$52,942.50	\$54,229.50	\$55,380.00	\$56,472.00	\$57,603.00
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11-1222 44-	\$38.31	\$40.80	\$42.92	\$44.69	\$46.23	\$47.72	\$49.11	\$50.38	\$51.55	\$52.58	\$53.63
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17 745 44	\$27.27	s28.72	\$29.90	\$30.97	\$32.00	\$32.95	\$33.84	\$34.66	\$35.37	\$36.08	\$36.81
	\$24.78	526.11	\$27.17	\$28.16	\$29.08	\$29.95	\$30.77	\$31.50	\$32,16	\$32.80	\$33,46
	\$22.53	523.74	\$24.72	\$25.60	\$26.45	\$27.24	\$27.97	\$28.64	\$29.25	\$29.83	\$30.43

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	\$82,329.00	\$87,691.50	\$92,274.00	\$96,057.00	\$99,411.00	\$102,609.00	\$105,573.00	100	\$110,818.50		\$115,284.00
	\$78,429.00	. \$83, 518.50	\$87,886.50	\$91,474.50	\$94,672.50	\$97,695,00	\$100,522,50	\$10 3,135.50	\$105,495.00	\$107,620.50	\$109,785.00
	\$74,704.50	\$79,560.00	\$83,694.00	\$87,145.50	\$90,148.50	\$93,054.00	\$95,764.50	\$98,241.00	\$100,522.50	\$102,531.00	\$104,578.50
	\$71,857.50	\$75,660.00	\$78,780. 00	\$81,588.00	\$84,279,00	\$86,833.50	\$89,154.00	\$91,318.50	\$93,229.50	\$95,082.00	\$96,973,50
	\$68,406.00	\$72,072.00	\$75,016.50	\$77,727.00	\$80,281.50	\$82,699.50	\$84,922.50	\$86,970.00	\$88,764.00	\$90,558.00	\$92,371.50
	\$65,149.50	\$68,640.00	\$71,428.50	\$74,022.00	\$76,459150	\$78,760.50	\$80,866,50	\$82,836.00	\$84,552,00	\$86,248.50	\$87,984.00
	\$62,049.00	\$65,364.00	\$68,035.50	\$70,473.00	\$72,813.00	\$74,997.00	\$77,044.50	\$78,877.50	\$80,535.00	\$82,134.00	\$83,791.50
1 3	\$58,461,00	\$61,600.50	\$64,135.50	\$66,417.00	\$68,620,50	\$70,668.00	\$72,598.50	\$74,334.00	\$75,855.00	\$77,395.50	\$78,936,00
	\$53,176.50	\$56,004.00	\$58,305.00	\$60,391.50	\$62,400.00	\$64,252.50	\$65,988.00	\$67,587.00	\$68,971.50	\$70,356.00	\$71,779.50
***************************************	\$48,321.00	\$50,914.50	\$52,981.50	\$54,912,00	\$56,706,00	\$58,402.50	\$60,001,50	\$61,425.00	\$62,712.00	\$63,960,00	\$65,247,00
*****	\$43,933.50	\$46,293.00	\$48,204.00	\$49,920.00	\$51,577.50	\$53,118.00	\$54,541.50	\$55,848.00	\$57,037.50	\$58,168.50	\$59,338.50
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	\$39.46	\$42.02	\$44.21	\$46.03	\$47.62	\$49.15	\$50.58	\$51.89	\$53.10	\$54.16	\$55.24
	\$37,96	\$39.96	\$41.61	\$43,10	\$44.52	\$45,87	\$47,09	\$48,23	\$49,24	\$50.22	\$51,22
	\$36.13	\$38.07	\$39.62	\$41.06	\$42.41	\$43.68	\$44.86	\$45.94	\$46.89	\$47.83	\$48.79
	\$34.41	\$36.26	\$37.73	\$39,10	\$40,39	\$41.60	\$42.71	\$43.75	\$44.66	\$45.56	\$46,47
11.510	\$32.77	\$34.53	\$35.94	\$37.22	\$38.46	\$39.61	\$40.70	\$41.66	\$42.54	\$43.38	\$44.26
	\$30,88	\$32,54	\$33.88	\$35,08	\$36,25	\$37,33	\$38.35	\$89.26	\$40,07	\$40.88	\$41.69
	\$28.09	\$29.58	\$30.80	\$31.90	\$32.96	\$33.94	\$34.86	\$35.70	\$36.43	\$37.16	\$37.91
	\$25,52	\$26.89	\$27.99	\$29,00	\$29 95	\$30.85	\$30.69	\$32.45	\$33.12	\$33,78	\$34,46
	\$23.21	\$24.45	\$25.46	\$26.37	\$27.24	\$28.06	\$28,81	\$29.50	\$30.13	\$30.72	\$31.34

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\$80,788.50 \$86,01	4.50 \$90,519.00	\$94,224.00	\$97,519150	\$100,620.00	\$103,545,00	\$106,236.00	\$108,654.00	\$110,857,50	\$113,080.50
\$76,947.00 \$81,93	9.00 \$86,209.50	\$89,758.50	\$92,859.00	\$95,842.50	\$98,631.00	\$101,185.50	\$103,545.00	\$105,612.00	\$107,718.00
\$74,022.00 \$77,92	2.00 \$81,13 9.50	\$84,045.00	\$86,814.00	\$89,446.50	(500,825,50	\$94,048.50	\$96,018.00	\$97,929.00	\$99,879,00
\$70,453.50 \$74,23	6.50 \$77,259.00	\$80,067.00	\$82,699.50	\$85,176.00	\$87,477.00	\$89,583.00	\$91,435.50	\$93,268.50	\$95,140.50
\$67,099.50 \$70,70	7.00 \$73,573.50	\$76,245.00	\$78,760.50	\$81,120.00	\$83,284,50	185,312.50	\$87,087,00	\$88,842.00	\$90,616,50
\$63,901.50 \$67,33	3.50 \$70,083.00	\$72,579.00	\$74,997.00	\$77,239.50	\$79,365.00	\$81,237.00	\$82,953.00	\$84,591.00	\$86,307.00
\$60,216,00 \$63,45	3.00 \$66,06 6.00	\$68,406.00	\$70,687.50	\$72,793.50	\$74,782.50	\$76,557.00	\$78,136.50	\$79,716.00	\$81,295,50
\$54,775.50 \$57,68	1.00 \$60,060.00	\$62,205.00	\$64,272.00	\$66,183.00	\$67,977.00	\$69,615.00	\$71,038.50	\$72,462.00	\$73,924.50
\$49,764,00 \\$52,43	5.50 \$54,58 0.50	\$56,550.00	\$58,402,50	\$60,157,50	\$61,795,50	\$63,277,50	\$64,584,00	\$65,871.00	\$67,197.00
\$45,259.50 \$47,67	7.50 \$49,647.00	\$51,421.50	\$53,118.00	\$54,717.00	\$56,179.50	\$57,525.00	\$58,753.50	\$59,904.00	\$61,113.00