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Contract Database Metadata Elements

Title: **Malverne Union Free School District and Malverne Association of Educational Support Personnel (Clerical Staff), NYSUT/AFT (2003)**

Employer Name: **Malverne Union Free School District**

Union: **Malverne Association of Educational Support Personnel (Clerical Staff), NYSUT/AFT**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/06**

Number of Pages: **21**

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Clerical Staff

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AGREEMENT

BETWEEN

MALVERNE UNION FREE SCHOOL DISTRICT

- and -

THE MALVERNE ASSOCIATION OF EDUCATIONAL SUPPORT PERSONNEL,
NYSUT/AFT

JULY 1, 2003 - JUNE 30, 2006

RECEIVED

DEC 15 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT entered into effective as of July 1, 2003, by and between the MALVERNE UNION FREE SCHOOL DISTRICT (herein referred to as the "District") and the MALVERNE ASSOCIATION OF EDUCATIONAL SUPPORT PERSONNEL, NYSUT/AFT (herein referred to as the "Association").

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I. RECOGNITION, NO-STRIKE PLEDGE, DUES DEDUCTION

A. Recognition: The Association, having submitted satisfactory evidence that it represents a majority of the clerical staff, is hereby recognized as the exclusive bargaining agent for the clerical staff, as herein after described. Such recognition shall be for the allowable period under the provisions of the Taylor Law.

Clerical Staff: The Clerical Staff shall consist of: Stenographic-Secretary, Senior Stenographer, Stenographer, Principal Account Clerk, Account Clerk, Senior Typist Clerk, Typist Clerk, Senior Clerk, Clerk, Senior Library Clerk, Principal Clerk Typist, Administrative Assistant and Senior Account Clerk.

B. No-Strike Pledge: So long as the Association is the exclusive bargaining agent as aforesaid, the Association agrees to comply with the provisions of the Taylor Law prohibiting strikes as said Law is now in effect or may be hereafter amended.

C. Dues Deductions: Member of the unit may at any time sign and deliver to the District an

assignment authorizing deduction of membership dues and assessments of the Association,
NYSUT/AFT.

The amount of such deduction from each regular paycheck shall be indicated to the District by the Association and the District agrees promptly to remit to the Association all monies so deducted, accompanied by a list of members of the unit from whom the deductions have been made, indicating the total amount deducted.

Deductions from the paychecks shall, if authorized, be made in twenty (20) equal payments (ten month employees) or twenty-four (24) equal payments (twelve month employees).

D. Agency Fee:

1. Every member of the bargaining unit who is not a member of the Association shall, within thirty (30) days after the initial date of employment, pay to the Association an agency fee. Such fee shall be equal to one hundred (100%) percent of the membership dues of the Association. Such fee may be paid through the dues check-off, provided however, that the form of such payment shall be entitled the "Agency Fee Check Off."

2. Indemnity - The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.

3. Participation in Legal Action - The Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible.

Representation of the Association by attorneys retained by the New York State United Teachers and/or direct participation by said Association will be deemed as fulfilling the conditions of this paragraph.

ARTICLE II. ASSOCIATION MEETINGS WITH ADMINISTRATION

A. The District shall make available to the Association, without charge, space for the conduct of general meetings of the membership and individual committee meetings. In those instance where the District permits the Association to use school space, when custodial coverage is not otherwise scheduled for the facility, the Association agrees to pay all costs necessary for making such space available.

It is understood that such meetings shall in no way interfere with the work schedule of any clerical employee, and that permission for use of District facilities must be granted by the Administration before such meetings take place.

B. The President of the Association and the Superintendent of Schools and/or his/her designee shall meet on a monthly basis. The purpose of such meeting shall be to exchange information, discuss problems or concerns, or any other purpose the parties shall choose to use it for.

C. The District shall furnish the Association with two (2) copies of the minutes of all Board meetings, once they have been approved by the Board of Education.

D. The President of the Association will be notified when new unit members are hired, as well as part-time and temporary hires.

ARTICLE III. PRIOR WORK EXPERIENCE AND PROMOTION

A uniform policy will be applied in the recognition of prior work-related experience.

All vacancies shall be posted in each school with a copy sent to the Association President, and all qualified personnel covered by this Agreement shall be given adequate opportunity to make application for such positions.

As a general rule, seniority shall be observed except where job skills, experience, training and the like require exceptions to seniority.

ARTICLE IV. WORKERS' COMPENSATION INSURANCE

All employees are covered by Workers' Compensation Insurance.

Employees must report all accidents immediately and file a report of the accident in the Central Office. When an employee makes a visit to the doctor, he/she would also notify him/her that it is a compensation injury, so that there will be no charge to the employee by the doctor.

Absence due to on-the-job injury shall not be charged against sick leave. Such absence is subject to District review every three (3) months, and the District may require certification by a doctor of the Workers' Compensation Board, or a doctor appointed by the District. Payment of full salary is limited to one (1) year. Beyond one (1) year, the rules of Workers' Compensation Board will govern.

ARTICLE V. LEAVES OF ABSENCE

A. If an employee is unavoidably detained from work on account of illness or other emergency, such employee is required to notify his/her immediate supervisor to explain his/her absence and its probable duration.

B. Sick and Personal Leave: A total annual bank of fifteen (15) days leave, all of which shall be cumulative without limit, shall be established. Three (3) of such days can be used in any one year for personal reasons. The personal leave days are for the purpose of transacting or attending to personal

matters which require absence during school hours and are of such a nature that it is impossible to schedule such activities during times other than school hours.

Personal leave shall be granted for: 1) closing on property; 2) legal matters requiring court attendance; 3) religious ceremonies; 4) child's first attendance at college - - not to exceed one (1) day; and 5) graduation of employee or immediate member of family. It is understood that the employee will submit a prior approval form to the Superintendent as far in advance as possible, and the Superintendent shall not unreasonably withhold such approval. One (1) personal leave day may be designated as "Confidential" and approval thereof not required. In cases of emergency, the employee will inform the Principal or immediate supervisor of the emergency. Up to five (5) days per year may be used by an employee where his/her presence is required due to the serious illness of a member of his/her immediate family.

The District may require satisfactory medical verification of an illness to insure an employee is capable of returning to work and/or when it has reasonable grounds to believe sick leave is being abused. Any cost to the employee not covered by medical insurance shall be reimbursed to the employee by the District. The Superintendent shall advise the Association President when utilizing this clause.

There shall be a salary deduction for absences not excused.

C. The total number of sick and personal days which may be accumulated are one hundred eighty (180) days. For absences beyond sick and personal leave accumulated, a deduction of 1/260th of the annual salary shall be made for each day's absence for 12-month employees; 1/238th for 11-month employees; and 1/216th for 10-month employees.

The total number of sick and personal days for each school year shall be credited to the account of each employee on July 1. In the event an employee leaves during the year and has used more sick and personal leave than earned, such leave shall be deducted from the final check or repaid to the school district.

Any employee who commences employment after July 1 of any given year shall receive a pro-rated amount of sick/personal leave for their first year.

Employees shall be covered under Section 41-j of the retirement and Social Security law granting allowance for retirement purpose of accumulated sick leave at the time of retirement.

D. Bereavement Leave: All employees covered by this Agreement shall be allowed up to five (5) days leave of absence with full pay for each death in the immediate family. Immediate family shall be defined as spouse, mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, and children or other relative residing in the same household as the employee. Bereavement leave for the death of relatives other than those in the immediate family may be granted at the discretion of the Superintendent.

E. Unpaid Leave of Absence: Upon application, unit members may be granted a leave of absence without a pay for a period not to exceed one (1) year. The granting of such leave is solely within the discretion of the District and is not subject to the grievance procedure.

ARTICLE VI. MEDICAL EXAMINATION

The District may require all new clerical employees to submit evidence of medical examination.

The costs of medical examinations prescribed by the District and generally required by it of the clerical staff shall be borne by the District, if performed by designated school physicians.

ARTICLE VII. HOURS, OVERTIME

A. Clerical employees work five (5) days a week, seven (7) hours per day, not including lunch hours, a total of thirty-five (35) hours per week during the period September through June. During July and August, the hours may be reduced up to one-half (½) hour per day, if work schedule is sufficiently up to date. Summer work schedule and vacation schedule shall be approved by the Building Principal and posted in each building where applicable, except in the case of the administrative office where approval shall be obtained from immediate supervisor.

B. There may be times when heavy work loads would necessitate some overtime. Overtime shall be worked only when necessary, on the recommendation and authority of the Building Principal, except in the case of the administrative office, where approval shall be obtained from immediate supervisor.

C. Employees working more than thirty-five (35) hours in any calendar week shall receive time off at the rate of time and one-half, or be paid at the rate of time and one-half for the time worked. The determination as to whether time off or compensation shall be granted shall be made by the District.

D. Employees shall receive regular payment for snow or emergency days. However, an employee shall be required to report for work on such days if the immediate supervisor deems it essential that those employees report to work.

E. The 10-month employees, when required to work prior to September 1 and after June 30, shall be given additional pay, on a daily basis, or equivalent number of days off.

F. If school buildings are closed due to a health emergency for students and faculty, secretaries will not be expected to remain in the building.

ARTICLE VIII. VACATION

Twelve (12) month employees shall receive paid vacations in accordance with the following schedule: two (2) weeks after one (1) year's service; three (3) weeks after five (5) years' service; four (4) weeks after ten (10) years' service.. Employees with less than one (1) year's service shall be granted one (1) day vacation per month during the first year up to ten (10) days. Annual vacation shall accrue on the anniversary date of employment. Employees shall be required to utilize at least half of their vacation days during the months of July and August. The District will make reasonable efforts to accommodate special requests for vacation utilization.

Any employee who retires or otherwise separates from the service of the District prior to earning his/her full vacation pay shall be paid his/her current rate of pay when the event occurs for such vacation on a pro rata basis in accordance with the number of months worked that year. Any employee who has earned full vacation credit and separates from service prior to using such vacation shall receive pay for it at employee's credit shall be computed on a school year basis commencing July 1 of each year.

If the District cancels an employee's previously scheduled and approved vacation, the employee may be paid for such vacation at the employee's option.

Up to three (3) days per year of unused vacation may be added to the employee's sick bank.

ARTICLE IX. HOLIDAYS

Except as hereinafter provided, employees shall not be required to work on the following holidays when schools are not in session: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, July Fourth, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after

Thanksgiving, Christmas Day, and other holidays as listed on the school calendar.

Employees who are required to work on Martin Luther King Day will be granted an additional day of vacation, the scheduling of such day of vacation to be determined by the immediate supervisor.

ARTICLE X. GRIEVANCE PROCEDURE

A. Definition:

1. A "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms of this contract, excepting any matter which is prohibited by law from being administered hereunder.

2. An "Aggrieved Person" is the person or person making the claim.

B. Procedures:

Level 1: Principal or Immediate Supervisor

An employee with a grievance will first submit same in writing to his/her immediate supervisor, either directly or through his/her representative. The grievance shall be raised within thirty (30) days of the events giving rise to the grievance or it shall be deemed waived by the employee and the Union. If the employee submits the grievance through his/her representative, the employee must also be present during the discussion of the grievance at this and every other step. Within five (5) school days after the written grievance is submitted to him/her, the immediate supervisor shall render a decision thereon.

Level 2: Superintendent of Schools

A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent within five (5) school days after the

decision at Level One, or fifteen (15) days after the grievance was presented, whichever is sooner.

B. Within seven (7) school days after the receipt of the appeal, the Superintendent, or his/her representative, shall review the grievance and render a written decision.

Level 3: Advisory Arbitration

A. If the aggrieved person is not satisfied with the written decision at Level Two, or if no written decision was rendered within the prescribed period of time, either the Superintendent or the aggrieved party or his/her representative shall within ten (10) school days request the American Arbitration Association, in accordance with its procedure, to appoint an advisory arbitrator for the rendering of an advisory opinion. The arbitrator's recommendation(s) will be in writing and will set forth his/her finding of fact and recommendations on the grievance. The cost for services of the arbitrator, including all expenses, if any, shall be borne equally by the parties.

B. Within seven (7) school days after receipt of the advisory opinion, the Superintendent shall render a decision on the grievance, which decision may wholly or partially adopt or reject said advisory opinion.

Level 4: Board of Education

A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision was rendered within the prescribed period of time, he/she may file an appeal in writing with the Board of Education within five (5) school days after the decision fo the Superintendent or within fifteen (15) school days after the receipt of the advisory opinion, whichever is sooner.

B. Upon receipt of a copy of the appeal to the Board of Education, the Superintendent shall transmit his/her decision and the arbitrator's opinion to the Board. Within five (5) school days after

receiving the written grievance, the Board shall meet with the aggrieved person and/or his/her representative for the purpose of resolving the grievance.

C. Within five (5) school days after such meeting, the Board of Education shall render a decision on the grievance, except when an extension of time is requested by the Board.

D. The Board of Education shall provide the aggrieved party and/or his/her representative with a written copy of its decision within thirty calendar days after the meeting date of the Board of Education.

ARTICLE XI. INSURANCE PROTECTION

The insurance coverage available and the District's percentage contributions to the premiums therefore are as follows:

A. Health insurance shall be available for all employees. Employees may choose from HIP, Aetna U.S. Healthcare or New York State Empire plans. The District agrees to pay an amount equal to 90% of premium for employee enrolled for individual coverage and 85% of premium for employees enrolled for family coverage, based on Empire plan premiums.

If during the life of this contract, a health insurance plan becomes available which provides benefits substantially equal to the New York State Health Insurance Plan, at a lower cost, the parties agree to negotiate in good faith on the possible substitution of such plan.

Members of the unit hired on or after July 1, 1984 shall not be eligible for coverage for health insurance by the District if they are eligible for comparable coverage under the plan of a spouse. In determining whether a spouse's plan is comparable, a unit member's particular circumstances shall be a factor.

Members of the unit who are presently receiving health insurance coverage through the District¹ and withdraw from the District's plan during the life of this agreement shall receive fifteen (15%) percent of the family premium if they were receiving family coverage and seven and one-half (7.5%) percent of the family premium if they were receiving individual coverage, provided they remain uncovered for a period of twelve (12) consecutive months. Such payment shall be made at the end of each twelve-month period they remain uncovered.

Nothing continued herein shall preclude a member of the unit from reentering the plan at any time if the member is no longer covered by the comparable plan of a spouse. In the event the member reenters the plan within a twelve-month period, no payments shall be made hereunder. Reentry after the twelve (12) months has elapsed may only be made if the member is no longer covered by the comparable plan of a spouse.

All benefits related to Health Insurance, Dental or Optical Plans, and/or Life and Disability Insurance benefits which appear in the MTA contract shall be available to the members of the bargaining unit represented by the Association.

B. Group Life Insurance in the face amount of Twenty-Five Thousand Dollars (\$25,000) per employee shall be available for all employees, as soon as practicable after the execution of this contract. The District's share shall not exceed 75% of the premium.

C. Disability Insurance: Disability insurance under the current provisions shall be continued with the full cost to be borne by the District.

¹ and have been covered for a minimum of 1 year.

ARTICLE XII. SALARIES, LONGEVITY

A. Effective July 1, 2003, the salary schedule for the 2003-2004 school year shall be amended by adding three percent (3.0%) to each step on the salary schedule.

Effective July 1, 2004, the salary schedule for the 2004-2005 school year shall be amended by adding three percent (3.0%) to each step of the salary schedule.

Effective July 1, 2005, the salary schedule for the 2005-2006 school year shall be amended by adding three and one-half percent (3.5%) to each step of the salary schedule.

It is agreed that members of the unit who are eligible for step movement shall advance on the salary schedule for each year of the three-year agreement.

Any individual who received an additional stipend of \$400 in the 1996-97 school year shall continue to receive that stipend in each year of the agreement.

B. Each employee shall have added to his/her salary a longevity payment according to the following schedule and shall be cumulative:

<u>Employed</u>	
60 months	\$250.00
120 months	\$350.00
180 months	\$450.00
240 months	\$550.00

All such longevity payments shall be cumulative and shall be paid in accordance with the employee's anniversary date of employment.

Eligible employees shall receive their longevity payment in two (2) payments per year, June 1,

and December 1. Employees whose anniversary date falls within either six (6) month period shall have their longevity prorated and paid on the next payment date following their anniversary date of employment which entitles them to a new longevity step.

C. Merit increases may be granted.

D. Employees who successfully complete a job related in-service course (ten (10) hours) shall be paid a one time cash bonus of \$50.00. To be eligible for such payment the course must be approved in advance by the Assistant Superintendent of Facilities and Support Services.

ARTICLE XIII. NOTICE OF TERMINATION OF SERVICES

Each employee is required to give the School District two (2) weeks' notice before leaving, unless by mutual consent this requirement is waived.

ARTICLE XIV. PERSONNEL FILES

Subject to reasonable District procedures, any employee may examine their official personnel file.

ARTICLE XV. TAYLOR LAW NOTICE - 204-a.

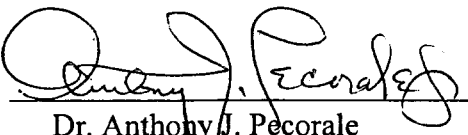
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVI. DURATION

This Agreement shall be effective as of July 1, 2003 and continue in full force and effect until June 30, 2006.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 28 day of July, 2004.

**MALVERNE UNION FREE
SCHOOL DISTRICT**


By: 
Dr. Anthony J. Pecorale
Interim Superintendent of Schools

**MALVERNE ASSOCIATION OF
EDUCATIONAL SUPPORT
PERSONNEL**

By: 
Deidretta Holmes

By: 
Jo-An Renzullo

By: 
Marie Hanke

By: 
Kathy Hochmuth

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APPENDIX "A"
CLERICAL SALARY SCHEDULE
2003-2004

STEP	Clerk Type Clerk	Sr Lib Clk Sr Clerk Sr Typ Clk	Prin Typ Clk Sr Steno Acct Clk	Sr Acct Clk	Admin Asst Prin Acct Clk
1	25,423	27,012	28,602	30,190	31,780
2	25,707	27,274	28,782	30,410	31,978
3	25,990	27,537	28,962	30,629	32,177
4	26,273	27,800	29,323	30,850	32,375
5	26,464	27,989	29,514	31,039	32,567
6	26,654	28,181	29,705	31,231	32,757
7	26,845	28,371	29,896	31,422	32,948
8	27,035	28,562	30,088	31,612	33,138
9	27,800	29,323	30,850	32,375	33,900
10	28,562	30,088	31,612	33,138	34,662
11	29,323	30,850	32,375	33,900	35,425
12	30,088	31,612	33,138	34,662	36,188
13	30,850	32,375	33,900	35,425	36,952
14	31,612	33,138	34,662	36,188	37,714
15	32,375	33,900	35,425	36,952	38,477
16	33,138	34,662	36,188	37,714	39,240
17	33,900	35,425	36,952	38,477	40,001
18	34,662	36,188	37,714	39,240	40,764
19	35,425	36,952	38,477	40,001	41,528
20	36,169	37,728	39,286	40,843	42,400
21	36,929	38,520	40,110	41,701	43,290
22	37,666	39,290	40,913	42,534	44,154
23	38,419	40,076	41,730	43,385	45,038

increase of 3% over 2002/2003

APPENDIX "B"
CLERICAL SALARY SCHEDULE
2004-2005

STEP	Clerk Type Clerk	Sr Lib Clk Sr Clerk Sr Typ Clk	Prin Typ Clk Sr Steno Acct Clk	Sr Acct Clk	Admin Asst Prin Acct Clk
1	26,186	27,822	29,460	31,096	32,733
2	26,478	28,093	29,646	31,322	32,938
3	26,770	28,363	29,830	31,548	33,143
4	27,061	28,634	30,203	31,775	33,346
5	27,258	28,829	30,399	31,970	33,544
6	27,454	29,026	30,596	32,168	33,740
7	27,650	29,222	30,793	32,365	33,936
8	27,847	29,419	30,991	32,560	34,132
9	28,634	30,203	31,775	33,346	34,917
10	29,419	30,991	32,560	34,132	35,701
11	30,203	31,775	33,346	34,917	36,488
12	30,991	32,560	34,132	35,701	37,274
13	31,775	33,346	34,917	36,488	38,061
14	32,560	34,132	35,701	37,274	38,846
15	33,346	34,917	36,488	38,061	39,631
16	34,132	35,701	37,274	38,846	40,417
17	34,917	36,488	38,061	39,631	41,201
18	35,701	37,274	38,846	40,417	41,987
19	36,488	38,061	39,631	41,201	42,773
20	37,255	38,860	40,465	42,068	43,672
21	38,036	39,676	41,314	42,952	44,589
22	38,796	40,469	42,140	43,810	45,479
23	39,572	41,279	42,982	44,686	46,389

increase of 3% over 2003/2004

APPENDIX "C"
CLERICAL SALARY SCHEDULE
2005-2006

STEP	Clerk Type Clerk	Sr Lib Clk Sr Clerk Sr Typ Clk	Prin Typ Clk Sr Steno Acct Clk	Sr Acct Clk	Admin Asst Prin Acct Clk
1	27,103	28,796	30,491	32,184	33,879
2	27,405	29,076	30,683	32,418	34,091
3	27,707	29,356	30,874	32,652	34,303
4	28,009	29,636	31,260	32,887	34,513
5	28,212	29,838	31,463	33,089	34,718
6	28,415	30,042	31,667	33,293	34,921
7	28,618	30,245	31,870	33,498	35,124
8	28,821	30,448	32,076	33,700	35,327
9	29,636	31,260	32,887	34,513	36,140
10	30,448	32,076	33,700	35,327	36,951
11	31,260	32,887	34,513	36,140	37,765
12	32,076	33,700	35,327	36,951	38,578
13	32,887	34,513	36,140	37,765	39,393
14	33,700	35,327	36,951	38,578	40,206
15	34,513	36,140	37,765	39,393	41,018
16	35,327	36,951	38,578	40,206	41,832
17	36,140	37,765	39,393	41,018	42,643
18	36,951	38,578	40,206	41,832	43,457
19	37,765	39,393	41,018	42,643	44,270
20	38,558	40,220	41,881	43,540	45,200
21	39,368	41,064	42,760	44,455	46,149
22	40,154	41,886	43,615	45,343	47,070
23	40,957	42,723	44,487	46,250	48,013

increase of 3.5% over 2004/2005

