Tentative Agreement Between AFSCME Local 1281 Council 32 American Federation of State, County, and Municipal Employees, AFL-CIO



AND
Employer
Family Forum, INC.

TABLE OF CONTENTS

Article and	<u>Title</u>	Page Number
Article 1	Purpose of Agreement	1
Article 2	Recognition	1
Article 3	Definitions	1
Article 4	Management Rights	3
Article 5	Union Security	4
Article 6	Seniority	
Article 7	No Strike/No Lockout	
Article 8	Probationary and Trial Periods	
Article 9	Work schedule	6
Article 10	Overtime/Compensatory Time	7
Article 11	Holidays	7
Article 12	Leave Requests	8
Article 13	Allowances	14
Article 14	Insurance and Flexible Benefits	14
Article 15	Grievance Procedure	15
Article 16	Compensation	17
Article 17	Discipline	18
Article 18	Non-Discrimination	19
Article 19	Work Policies	19
Article 20	Mutual Consent	19
Article 21	Savings Clause	19

Article 1 Purpose of Agreement

- 1.1 This memorandum of Agreement (hereinafter referred to as "the Agreement") is entered into between Family Forum, Inc., hereinafter called the Employer, and Local 1281, Council N. 32 American Federation of State County and Municipal Employees, hereinafter called the Union. The intent and purpose of this Agreement is to:
 - A. Express in written form the Agreement between the parties on hours, wages, and other conditions of employment, and to specify the duration of this Agreement.
 - B. Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this Agreement.

Article 2 Recognition

2.1 The employer recognizes the union as the exclusive representative for the bargaining unit of Family Forum, Inc., as set forth in the certification of representation NLRB Case No. 18-RC-150800.

This Agreement covers all regular Head Start and Early Head Start employees employed by the employer at or out of its facilities located in five northwestern Wisconsin counties, to include all of its centers: **including** administrative assistants, cooks, cook assistants, janitors, bus drivers, bus monitors, home visitors, teacher assistants, and office assistants.; **excluding**: exempt employees, executive director, Early Head Start director, human resource director, finance manager, program managers, center managers, teachers, supervisors, and Family Support Specialists, as defined by the Head Start Act.

2.2 The employer shall not enter into any agreement with employees coming under the jurisdiction of this agreement, either individually or collectively, which in any way conflicts with the terms or conditions of this agreement except through the union representative(s) for said employees.

Article 3 Definitions

- 3.1 The terms used in this agreement shall be defined as follows:
- 3.2 Base Pay Rate: the employee's basic hourly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.
- 3.3 Continuous Service: Unceasing service from last date of hire, including approved leaves of absence and period of layoff, if return from layoff was upon recall.
- 3.4 Days: unless otherwise indicated, means calendar days.
- 3.5 Demotion: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- 3.6 Program: The Family Forum, Inc. Head Start/ Early Head Start Program.

- 3.19 Transfer: A change of an employee from one center to another center usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.20 Union: Local 1281, Council 32, American Federation of State, County, and Municipal Employees, AFSCME, AFL-CIO.
- 3.21 Union Member: A member of Local 1281, Council 32, American Federation of State, County, and Municipal Employees, AFSCME, AFL-CIO.
- 3.22 Center: Geographic location to which a group of employees report.
- 3.23 Work Site: Community of primary assignment: office, center, site, or classroom.
- 3.24 Flex Time: An arrangement that allows an employee to alter their start and end times of his/her work day around the normal work schedule. Flex time does not reduce or exceed the total number of hours worked in a given work week, utilized when required to comply with law or for the benefit of the agency.
- 3.25 Work Equalization: The concept that employer shall make a "good faith attempt" to equalize the assigned work for home visitors and all other employees within their work classifications, subject to the Head Start Performance Standards. The employer retains the exclusive right to approval of all home visitor caseload assignments.

Article 4 Management Rights

- 4.1 Management Rights: It is recognized that, except as expressly stated herein, the employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the employer in all its various aspects, including but not limited to the right to direct the working forces; to plan, direct, and control all the operations and service of the employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discharge for just cause, relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations that do not conflict with the terms and conditions of this agreement; to change or eliminate existing methods, equipment or facilities, and the right to subcontract services performed by employees covered in this agreement.
- 4.2 The employer retains all rights and privileges not specifically addressed or modified by this agreement.
- 4.3 The employer agrees to apply the terms of this agreement to all members of the unit fairly and without discrimination.
- 4.4 The union agrees to support the employer's efforts towards compliance with the Americans with Disabilities Act, and any other applicable law.

labor management meeting arises, either party may request an ad hoc meeting. The holding of such meeting shall be by mutual consent.

Either party may request the presence of a FMCS labor/management mediator at any labor management meeting.

Either party may have up to three (3) representatives in attendance. The union representatives up to three (3) shall be in unpaid status. The parties may have up to two (2) alternates designated. Other individuals may be invited if they have special issues to discuss or are resource people for a particular issue.

Article 6 Seniority

- 6.1 On or about October 1 of each year, the employer shall establish and provide the union with current seniority lists as of the effective date of this agreement structured by each work classification, center, and rank, in order of highest to lowest seniority, of all regular employees in the bargaining unit.
- 6.2 Types of Seniority: There shall be two (2) types of seniority established by this agreement:
 - A. Service Seniority: The employee's continuous service with the employer.
 - B. Classification Seniority: The total length of service within a work classification.
- 6.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.
- 6.4 Layoff: Except in those instances where senior employees are not qualified to perform the remaining work per the Head Start Performance Standards, seniority by position/classification within a county shall determine the order of layoff within a position during unexpected occurrences. Under unforeseen circumstances, such as lack of funding, non-receipt of contract, layoff may be immediate upon notice.
- 6.5 Recall from layoff: The employer shall issue written notice of recall from layoff to affected employees via mail, providing at least five (5) working days to return to work. If employees do not plan on returning to the employer after scheduled layoff, they are expected to notify the employer no later than thirty (30) days before the return to work date. Recall shall be by classification, in inverse order of layoff. The recall notice shall indicate the anticipated work area and center assigned. If an employee does not return to work upon recall, as directed by the employer, or on an extended date mutually acceptable to the employee and employer, she/he shall automatically have terminated her/his employment. An employee's name shall be retained on the recall list for nine (9) months, at which time all rights shall terminate.
- 6.6 Emergency, provisional, and temporary employees in the same classification shall precede regular employees on any layoff. No new employees shall be hired in a work classification

- 9.2 Rest Breaks: Non-teaching staff shall be granted two (2) paid fifteen (15) minute rest breaks per work shift, provided employee works a consecutive more than six-hour period, one (1) break generally toward the middle of each one-half (1/2) work shift, any such break shall be subject to supervisory approval, licensure requirements, and state and federal law. Employee shall be granted one (1) paid fifteen (15) minute rest break for any work period of six (6) hours or less. No breaks are permitted to be taken at the beginning or end of scheduled work day, taken consecutively, or immediately before or after a lunch break.
- 9.3 Meal Period: Non-teaching staff will receive an unpaid meal period, not to exceed thirty (30) minutes, which shall be scheduled toward the middle of the work shift, at a time which the employer determines it does not interfere with the rendering of services. If any non-teaching staff is required to participate in classroom meal times, they will not be permitted an additional lunch break.
- 9.4 Unexpected Closures: In the event an employee is sent home due to circumstances beyond the employee's control, the employee shall be paid for the full length of the employee's shift. Unexpected closures will typically be handled pursuant to employer's policies regarding emergency closure and closure after starting time. In the event an employee is offered additional work pursuant to the employer's policy, and the employee chooses to leave, then the employee shall not receive additional pay.

Article 10 Overtime/Compensatory Time

- 10.1 Overtime: All hours worked in excess of forty (40) per week shall be considered overtime. For purposes of computing overtime, the work week shall begin at 12:01 a.m. Thursday.
- 10.2 Overtime Calculation: Only hours actually worked will be used to calculate overtime pay. Paid time off shall not count as hours worked, with the exception of pre-approved wellness leave.
- 10.3 No pyramiding of hours: The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this agreement, nor shall there be any pyramiding of premium compensation.
- 10.4 Overtime Rate: All employees shall be compensated for all overtime hours worked at the rate of time and one-half (1 ½) the employee's base rate.

Article 11 Holidays

- 11.1 Paid Holidays: New Year's Eve Day- ½ day; New Year's Day; Good Friday- ½ day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving (in observance of Veteran's Day); Christmas Eve Day- ½ day; Christmas Day.
- 11.2 An agency paid holiday which falls on a Saturday will be observed on the preceding Friday; paid holidays which fall on a Sunday will be observed on the following Monday.

Seniority: Employees on approved leave of absence without pay shall retain service, and classification seniority. Employees on leave without pay shall retain all unused, accrued vacation leave and sick leave, but shall not accrue additional vacation leave and sick leave during their leave and may not utilize such benefits during the leave period.

Return to Work: Upon return from any FMLA absence, the employee shall be reinstated in the position he/she held when the leave began or, in the event that the position is eliminated, in a comparable position. An employee returning from leave without pay shall be reinstated at the level of the salary schedule where he/she was when the leave began, with any adjustment added to the schedule during his/her leave, unless employee was absent for one or more year(s).

Requests for leave shall be answered within a reasonable time from the date of the leave request.

Leaves of absence may only be approved by the supervisor and human resources director, except in the case of a sick or wellness request, as they only need supervisor approval.

No more than one (1) year will be granted for any one leave or combination of leaves of absence. Family Forum, Inc.'s Board of Directors may consider exceptions to this policy, but only under exceptional circumstances.

All full and part year employees must complete the Leave of Absence form.

All part year employees will follow the Head Start calendar.

All leave without pay will require supervisor, human resources manager, and executive director approval. Failure to comply with established procedure or to provide proper (correct) paperwork for all types of leave by the end of the pay period in which the leave falls will result in the loss of the leave hours as well as the pay for those hours. When it is necessary for the employer to disapprove annual leave requests because the number of employees requesting leave exceeds the minimum necessary number of employees, and the employer determines it impossible to grant such annual leave at one time, the employer shall grant such requests on the basis of seniority in job classification. Seniority will be the tiebreaker in cases of multiple annual leave requests for the same time period.

12.2 Vacation Leave

All regular employees shall be eligible for vacation leave benefits at their current base pay rate.

Employees shall be eligible to use accrued vacation hours after successfully completing their probation period. Accrual hours are retroactive to the employee's start date. For home visitors and administrative assistants, a maximum of twelve (12) vacation days can be banked and any additional vacation leave must be taken within ninety (90) days following the end of the grant or fiscal year on November 30 or excess over twelve (12) days will be lost.

Example: If an employee is requesting two (2) weeks of sick leave but only has enough sick leave accumulated for one week, the sick leave must be taken the first week on leave.

Accrued vacation and sick leave will be noted or documented on pay stubs.

Accrual rate: Sick leave shall be earned by regular employees at the maximum rate of 3.7 hours per eighty (80) hours per pay period; pro-rated based upon actual hours worked. Sick leave benefits, when authorized, shall be paid at the employee's current base pay rate.

Maximum accumulation of sick leave: Unused earned sick leave may be accumulated to a maximum of seven hundred twenty (720) hours; prorated based upon actual hours worked.

Sick leave will be used for the employee or employee's immediate family for the purpose of personal illness, visiting doctors, dentists, or other practitioners in their offices. Appointments must be scheduled in such a way which doesn't affect the legality of operations of Family Forum, Inc. For purposes of this section, "immediate family" includes spouse and any other dependent living in the employee's home.

Employees are required to use any accrued sick leave to be paid at the time the leave commences if they are required to take a medical leave of absence. Once all earned sick hours are used, any additional time off will be without pay.

Sick leave accrual will not be affected for an employee on an approved leave of absence for less than thirty (30) days; if the leave extends beyond thirty (30) calendar days, sick leave time will not continue to accrue. Employees are not eligible to collect sick pay during layoff or other non-scheduled days.

Approval and verification of sick leave: Sick leave usage shall be subject to approval and verification by the employer. After an employee is absent for three (3) or more consecutive days, the employer may require the employee to furnish a written note from their doctor. The employee may be required to furnish medical certification for a long term leave of absence as stated in the Family Medical Leave Act. The employer may also request a "second opinion" and/or verification to enable the employer to determine the employee's fitness to perform his/her duties. The employer shall pay for any subsequent employer-requested medical examination. When it is determined that the employee's absence from duty is unnecessary, the employer may require the employee to either return to work or resign.

Notification of Sick Time Use: To be eligible for sick leave payment, an employee must notify their supervisor as soon as possible or at least two (2) hours before the start of the scheduled work day or commencement of the leave. This notification may be waived if the employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. After notification of the supervisor, the employee will not be required to make calls to notify parents/clients. In the event the employee is directed to notify parents/clients, the employee shall be paid a maximum of one-half (1/2) hour of pay for that work-related activity.

Employees going on unpaid required military leave may apply their wellness time at the time their military leave begins.

12.5 Unpaid Leave

All leave without pay will require supervisor approval. Failure to comply with established procedure or to provide proper (correct) paperwork for all types of leave by the end of the pay period in which the leave falls will result in the loss of the leave hours as well as the pay for those hours. The advance notice requirements may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the employer.

At the discretion of the employer, a leave of absence without pay for reasons other than disability may be granted to an employee requesting such leave in writing, by completing a leave of absence form, provided that all accumulated annual leave is utilized prior to leave without pay status.

Benefit Payment- The employer shall continue to pay its share of insurance benefits as provided by Article 16, for regular employees on leave of absence with pay and for employees on an unpaid leave of absence under any Family Medical Leave Act. Regular employees on unpaid leave of absence coverage and who choose to participate in the health insurance coverage and who choose to participate while on leave shall be able to do so, but shall pay the full premium costs of such coverage where such leave extends beyond two (2) calendar weeks. Regular employees on leave without pay status due to full utilization of accrued vacation leave and sick leave due to illness shall become responsible for the group health care premium payment at the end of the month in which ninety (90) calendar days absence follows utilization of vacation and sick leave time.

Unpaid sick leave- unpaid leaves of absence may be granted for illness (physical or mental disability) in accordance with the FMLA. Additional leave may be granted at the sole discretion of the executive director and the Board of Directors.

Unexcused Absences- Any absence of an employee from scheduled duty that is not promptly reported to and authorized by the employer shall be deemed an unexcused absence. In the event of circumstances beyond the control of the employee, the absence shall not be considered an unexcused absence. Any employee absent without leave will be subject to disciplinary action and any employee absent for sixteen (16) consecutive work hours shall be deemed to have resigned his/her employment, provided that the employer may grant approval for leave subsequent to unauthorized absence, if the employer determines the circumstances surrounding the absence warrant such action.

12.6 Bereavement Leave

A maximum of three (3) consecutive paid work days shall be granted upon the death of an immediate family member, to include a parent, spouse, spouse's parent, child, spouse's child, brother, sister, grandchildren, or grandparents.

- 14.3 Retirement Plan- Bargaining unit employees will be allowed to participate in the agency's retirement plan providing that the plan participation requirements are met.
- 14.4 Affordable Care Act- In the event the Affordable Care Act changes during the duration of the collective bargaining agreement in a manner that conflicts with the provisions of the collective bargaining agreement, the parties shall meet and confer regarding the changes in the Act.

Article 15 Grievance Procedure

- 15.1 Definition: A grievance is defined as any dispute arising between the parties regarding wages, hours, terms and conditions of employment, or the implementation of any provision of this agreement.
- 15.2 Representatives: The employer will recognize representatives of the bargaining unit having the duties and responsibilities established by this article. It is recognized and accepted by the union and the employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the employer during normal working hours and the agency remains in compliance with all applicable law(s).
- 15.3 Procedure: Grievances, resulting in Discipline as defined by Section 17.1, shall be resolved in conformance with the following procedure:

Step One- The employee shall present the grievance in writing to his/her immediate supervisor within ten (10) business days of the time when the employee know or could have reasonably known of the event(s) giving rise to the grievance. The supervisor shall respond to the grievance within ten (10) business days from the date the grievance was presented to the supervisor. A grievance related to pay shall be considered timely if filed within fourteen (14) business days of the pay day for the pay period in which there is a dispute about wages.

Step Two- Should the response fail to satisfy the employee, the grievance shall be reduced to writing on an Official Grievance Form (supplied by the Union), and will be submitted to the Executive Director, or his/her designee, within ten (10) business days from the date the response was received from the employee's supervisor.

A representative of the Family Forum, Inc. Administrative office shall, upon receipt of the grievance, stamp the date on the grievance form to confirm when it was received and return a copy to the grievant and/or steward.

Article 16 Compensation

16.1 Effective December 1, 2017, represented employees shall receive the federally approved COLA of Two and Six Tenths percent (2.6%).

In the event of any future opportunity for employer to apply for or receive an available COLA, employer will follow instructions for the use of the COLA funds, subject to the Head Start rules. (See attached Letter of Understanding regarding COLA.)

- 16.2 Pay on Promotion: Effective with the first payroll period after promotion or reclassification to a higher salary range, an employee shall be paid at the step of the salary range for his/her new classification that reflects a salary increase.
- 16.3 Wage differential for education: Employees hourly rate of pay will be determined by the qualifications of the position as well as the number of years worked as specified in the employers salary chart up to ten (10) years of service. Employees with more than ten (10) years of service are subject to only cost of living increases, when granted by the Office of Head Start. Employees hired without the required credentials or qualification will receive 5% less than the starting rate of pay for that position, until the specific credential or qualification is obtained.

Attached hereto and incorporated herein by reference is the currently applicable wage scale as of the initiation of this Agreement. The parties intend that it shall be part of the agreement as it relates to employees who are represented under the terms of the agreement.

16.4 Pay periods shall be two (2) weeks in length.

16.5 Work out of Classification.

- Teacher assistant working as teacher: Additional \$2.01 if the employee does not have an associate of arts degree (AA) in early childhood education; \$2.11 if the employee has an AA in early childhood education.
- o Teacher assistant as bus monitor: hourly rate as a teacher assistant.
- o Teacher assistant as janitor: If assigned, the employee would receive teacher assistant rate of pay; if volunteer, employee would receive janitor pay.
- o If acting as a long term substitute in a classification other than own, employee will be paid at higher rate for full duration of assignment.

16.6 Longevity.

Employees who have worked twenty (20) years' service to Family Forum, Inc. shall receive an additional wellness day, for a total of four (4) wellness days per grant year.

Employees who have worked twenty-five (25) years' service to Family Forum, Inc. shall receive an additional wellness day, for a total of five (5) wellness days per grant year.

Expired discipline shall be maintained, but shall not be used for any disciplinary action in the future.

Article 18 Non-Discrimination

- 18.1 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, or national origin or status with regard to public assistance. The union shall share equally with the employer the responsibility for applying this provision of the agreement.
- 18.2 The employer and union agree not to interfere with the rights of the employees to become members or non-members of the union and there shall be no discrimination by the employer or any union representatives against any employee because of union membership or non-membership, or because of any employee activity in an official capacity on behalf of the union.

Article 19 Work Policies

19.1 Work policies: The employer may issue policies. All existing policies and practices pertaining to hours, working conditions, rules, and regulations not superseded by this Agreement shall continue in force as at present until they are adjusted by Family Forum, Inc. The employer shall notify the union in writing of any changes in policies as soon as is reasonably practicable.

Policies will be subject to approval of the Policy Council and Governing Board of Directors, and employees shall be notified of policy changes via center meetings and postings to the employee bulletin board.

Job descriptions shall not be considered policies.

No policy shall in any way conflict with this Labor Agreement. Nothing in this agreement shall be contemplated as or interpreted inconsistently with the Head Start Act, or any other mandatory authority which naturally flows from it, including Head Start Program Performance Standards, or any other authorizing or enabling law, rule, or guidance.

Article 20 Mutual Consent

20.1 This agreement may be amended at any time during its life upon the mutual consent of the employer and the union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this agreement.

Article 21 Savings Clause

21.1 Should any article, section, or portion of this agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon issuance of such

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