

# **COLLECTIVE AGREEMENT ON THE IMPLEMENTATION OF THE BASIC SALARY STRUCTURE BENCHMARK REPORT**

Entered into by and between the: -

## **TSHWANE METROPOLITAN MUNICIPALITY**

(Hereinafter referred to as "the Municipality")

and

## **INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION**

(Hereinafter referred to as "IMATU")

and

## **SOUTH AFRICAN MUNICIPAL WORKERS' UNION**

(Hereinafter referred to as "SAMWU")

(IMATU and SAMWU will together be referred to as the "Trade Unions")

*Handwritten signatures and initials:*  
PT, VML, ME, L.B., and other illegible marks.

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## 1. PREAMBLE

- 1.1 The City of Tshwane Council on 25 October 2018 resolved to approach the MEC responsible for Local Government in Gauteng for concurrence that the City has met all requirements and is allowed to implement the re- categorization. Further to that both the City of Tshwane and MEC responsible for Local Government requested the Minister for Cooperative Governance and Traditional Affairs to approve change of category. The said request was approved by the Minister meaning the City of Tshwane could continue with changing from Category 09 to 10 in accordance with the Local Government Regulations for the Appointment and Conditions of Service for Senior Managers.
- 1.2 The City received concurrence of the MEC for Local government on 16 January 2019 and approval from the Minister for Cooperative Governance and Traditional Affairs on 13 February 2019. The said approval indicated that implementation date of amended categorisation is 01 July 2017. Ministerial approval empowered Council to delegate to the Executive Mayor to determine or alter remuneration, benefits or other conditions of service of Municipal Manager and Managers directly reporting to Municipal Manager.
- 1.3 A conciliation agreement was reached between the City and the two (2) Labour unions in the City of Tshwane following referrals to the South African Local Government Bargaining Council regarding an impasse reached with the City on the implementation of an 18% increase to non-section 56 Group Heads and Divisional Heads resulting from the categorization from category 9 to category 10.
- 1.4 The matter was set down for conciliation on 31 July 2019. The conciliation process continued on 1 August 2019, as no agreement could be reached on 31 July 2019. The parties reached an agreement on 1 August 2019, in accordance with a mandated proposal made by the employer.
- 1.5 The settlement agreement compelled all parties to the following among others:

**"2. A Task team, consisting of the City of Tshwane, SAMWU and IMATU, will conduct a benchmarking exercise on the pay scale of other metropolitan**

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***municipalities in order to the develop a pay scale of the City of Tshwane, for submission to Council within 60 calendar days of signature of this Agreement”***

The deliverables for the Task Team were as follows:

- Presentation of the benchmarking exercise;
- Presentation of the proposed salary structure for the City based on TASK job grades as the TASK job evaluation system as adopted for local government; and
- As an addition to the exercise, present the draft Collective Agreement that will be used for engagement.

The Task team submitted a report in abovementioned regard which served before Council on 26 September 2019.

- 1.6 Subsequent to the Council Resolution of 26 September 2019, the Local Labour Forum established a Sub-Committee to finalize the detailed basic salary structure and associated implementation issues.

## **2. SCOPE OF APPLICATION**

- 2.1 Subject to Clause 9.6 the terms of this agreement shall be observed by the parties to this agreement and by all employees who are in service of the municipality on the date of this agreement.

## **3. DEFINITIONS**

- 3.1 All expressions used in this agreement which are defined in the Labour Relations Act, 1995 (Act 66 of 1995) shall bear the same meaning as in the Act and, unless contrary intention appears.
- 3.2 Words importing the masculine gender shall include the feminine, and *vice versa*.

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3.3 Unless the contrary intention is stated or it is obvious from the context, words or expressions defined in the “Act” that are used in this agreement will have the same meaning as in the Act.

- **“Act”** means the Labour Relations Act, 1995 (Act 66 of 1995), as amended;
- **“Basic Salary”** for purposes of this collective Agreement means only the basic salary notches indicated on the salary structure and excludes any benefits or any allowances which are normally calculated on basis of the salary notches, e.g. overtime.
- **“Contractual to holder”** The employee retains his existing/current (higher) salary scale and benefits until he vacates the position for whatever reason, at which time the position should be filled using the TASK evaluated grade;
- **“Day”** means week days, i.e. Mondays to Fridays excluding public holidays as stipulated in the Public Holidays Act, 1994 (Act 36 of 1994) unless indicated otherwise by the context;
- **“Employee”** shall include a permanent employee or a contractual employee as defined in the LRA but excludes an independent contractor or its employees;
- **“Parties”** means the Tshwane Metropolitan Municipality, IMATU and SAMWU;
- **“Salary notch increase”** means the salary increments between the minimum and maximum of a grade, in terms of which the salary of an employee is increased according to the applicable salary scale.
- **“SALGBC”** means the South African Local Government Bargaining Council;
- **“TASK System”** means the computerised job evaluation system utilised to evaluate posts within the Municipality and throughout the local government sector (Tuned Assessment of Skills and Knowledge);
- **“Trade Union”** means either IMATU or SAMWU

#### 4. EXCLUSIONS

4.1 The Municipal Manager and employees appointed as managers directly accountable to Municipal Managers in terms of Section 54A and Section 56 of the Municipal Systems Act 32 of 2000, as amended, are not affected by the terms of this collective agreement.

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**5. PERIOD OF OPERATION**

5.1 This agreement shall come into effect in respect of the Parties to the agreement on the date of signature and ratification by the Bargaining Committee of the Tshwane Division of the SALGBC. Parties agree to apply for exemption should the SALGBC conclude a National Wage and Categorization Collective Agreement.

**6. OBJECTIVES**

The objectives of this agreement are, to:

- 6.1 Provide for the implementation of uniform and market related salary structure (pay scales) based on credible salary surveys derived from benchmarking with other Metropolitan Municipalities;
- 6.2 Implement a fair, equitable and consistent Basic salary structure for employees performing the same work, or substantially the same work, or work of equal value.

**7. THE BASIC SALARY STRUCTURE**

The applicable basic salary structure is attached as "Annexure A".

**8. IMPLEMENTATION DATES OF THE BASIC SALARY STRUCTURE**

- 8.1 Employees will be paid in accordance with the new basic salary structure, retrospective with effect from 1 July 2017.
- 8.2 Backdated payments in terms of the new salary scale will be effected as per the table below:

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Period	Backdated payment	Payment date
1 July 2017 – 30 June 2018	Basic salary only	Not later than 26 July 2020
1 July 2018 – 30 June 2019	Basic salary only	Not later than 26 July 2020
1 July 2019 - 31 December 2019	Basic salary only	As soon as possible, but not later than 26 January 2020

**Note Payday is 24<sup>th</sup> of both months, 26<sup>th</sup> is Sunday.**

- 8.3 The backdated payments for the 2017/18 and 2018/19 period will be based on the following:
- \* 2018/2019 year = the 2019/20 TASK (7 notches) salary scale less the SALGBC 6.5% increase
  - \* 2017/2018 year = the abovementioned 2018/19 TASK salary less the SALGBC 7% increase
- 8.4 The abovementioned back payments will not affect normal notch increases.
- 8.5 The new salary scales (basic salary only) will be effected on the payroll from January 2020 to 30 June 2020.
- 8.6 From 1 July 2020 onwards full benefits will be payable on the TASK salary scale, taking into consideration the normal annual SALGBC inflation based increases

## **9. IMPLEMENTATION PRINCIPLES OF THE NEW BASIC SALARY STRUCTURE**

- 9.1 The following transitional conditions shall apply:
- Employees whose current salary notch falls between two salary notches will be placed on the salary notch on the basic salary structure, which is the next higher salary notch to their existing salary notch;
  - Employees whose current salary notch is lower than the minimum of the salary scale of the basic salary structure will be placed on the minimum of the said salary scale;

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- Where an employee's current notch on his existing salary scale is already higher than the minimum notch of the new salary scale owing to the overlapping of the existing and new salary scales, he/she will move horizontally over to the nearest higher corresponding notch on the new scale;
  - Employees whose existing and correct basic salary is higher than the maximum of the salary scale of their applicable TASK grade, shall retain their basic salary scale and benefits on a "contractual to holder basis";
  - Transitional movement to notches on the new salary scale will not be subject to performance assessment, but once migrated to the new scale, performance assessments will be applicable for all future notch increments as per the CoT Conditions of Service;
  - The transition will not affect existing incremental dates; and
  - It is possible that specific unforeseen individual implementation scenarios may arise for which no general provision has been made in this Collective Agreement. The rectification of such unforeseen individual cases will be resolved by an Implementation Task Team as contemplated in Clause 9.8 of this Collective Agreement. However, should any rectifications (e.g. resulting from future grievances) come to the fore at a later stage after the Implementation Task Team has dissolved, such rectifications will be approved by the Group Head: Human Capital Management and the Governance Support Officer in consultation with Organised Labour.
- 9.2 An employee who successfully applies for a promotion to a post with a new maximum which is lower than his basic salary, will retain his existing salary scale;
- 9.3 An employee will continue to be eligible for annual salary notch increments within a salary grade, until such time as he reaches the maximum salary notch of the applicable salary grade.
- 9.4 The basic salary structure will be adjusted by the same percentage as agreed to in the applicable Wage and Salary Collective Agreement as concluded from time to time by the SALGBC.
- 9.5 Employees who are on the top notch of their salary scales, will, in lieu of a notch increment, receive an annual once-off payment on their normal incremental date. The value of such once-off payment will be the difference between the annual top notch

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and the preceding notch. The administration process for granting a once-off payment will be the same as for a normal notch increment after 1 July 2020;

- 9.6 Should a phased-in approach be followed on the implementation of the basic salary structure, any part/parts of this agreement, an employee who qualifies but who is no longer in-service (due to death, resignation, retirement, early-retirement, retrenchment) on the actual date (date of signature) of implementation will receive all benefits due to him on calculation of termination pay and benefits.
- 9.7 All existing allowances and benefits calculated on basic salary, shall be adjusted in accordance with the new basic salary structure with effect from 1 July 2020.
- 9.8 An Implementation Task Team will be established consisting of two representatives for IMATU, two representatives for SAMWU and four representatives for the municipality to deal with queries relating to individual employee's status (including non-section 56 Group and Divisional Heads and contract employees) by applying the principles provided for in this agreement. Such rectifications will be signed off by the Task Team for implementation by the Group Head: Group Human Capital Management.
- 9.9 The Municipality will give personal individual correspondence no later than 26 January 2020 to all employees informing them of the results for their post. Latter correspondence will include the TASK Grade, new salary, salary range and where applicable, their status in terms of "contractual-to-holder or "subject to job evaluation".
- 9.10 Employees shall have 30 days from date of receipt of said letters to query the correctness of information contained in the letters via their respective directorate/department.
- 9.11 Departments are to inform the Group Human Capital Management Department of queries in writing.
- 9.12 Where a query has been submitted, implementation will be held in abeyance until matters are finalised by no later than 30 days of lodging such query, subject to verification that the employee acknowledges receipt of their individual letter on a particular date.

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- 9.13 On receipt of his outcome, an employee may lodge a job review application in writing no later than 30 days from date of notification of the results. The onus shall be on the employee to prove that the Task System was inconsistently applied when the post was graded.
- 9.14 Employees may still proceed with the review process, notwithstanding the implementation of the TASK results already concluded, taking into account the requirements within Clause 9.13 above.
- 9.15 Reviews lodged in terms of Clause 9.14 above, will be conducted by the Job Evaluations Committee (JEC) on the basis of the written evidence presented by the employee and/or his supervisor.
- 9.16 Employees who are not satisfied with the review conducted by the JEC may request that the appeal be heard by an Appeals Committee.
- 9.17 Employees may request the re-evaluation of their positions if:
- The job description utilised is not the same as the job the employees performs or there have been some changes to the job description (more than twelve months prior to the application);
  - The employee has added permanent responsibilities which are not covered in the job description; or
  - Obvious transitional anomalies are identified.
- 9.18 Re-evaluation of abovementioned applications shall be referred to the Implementation Task team for consideration where-after the Implementation task team will, where necessary, refer it to the JE Unit for an evaluation to be undertaken.
- 9.19 Posts which do not have a TASK grade will receive priority for job evaluation.

## 10. NON-SECTION 56 GROUP HEADS AND DIVISIONAL HEADS

The salary alignment of Non-Section 56 Group Heads and Divisional Heads will be referred to the Implementation Task Team as contemplated in Clause 9.8.

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**11. DISPUTE RESOLUTION**

11.1 In the event of either party disputing the implementation, interpretation, application, monitoring or enforcement of this agreement, each party shall have the right to refer the matter for arbitration in terms of the Main Collective Agreement to the Tshwane Division of the SALGBC.

**12. NON-VARIATION**

12.1 No variation, modification or waiver of any of the provisions of this agreement or consent to any departure there from shall in any manner be of any force or effect unless confirmed in writing and signed by the parties and such variation, modification, waiver or consent shall be effective only in the specific instance, for the specific purpose and to the extent for which it was made or given.

12.2 No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any power or right under this agreement.

Signed at Pretoria on this the 18 day of Nov 2019 on behalf of the **CITY OF TSHWANE METROPOLITAN MUNICIPALITY.**

Signature: [Signature] Name in full: Richard Daleseng MONEA  
Capacity: MMC: Group Human Capital & Corp. and Shared Services

WITNESS:  
1. [Signature] 2. [Signature]

Signed at Pretoria on this 15 day of Nov 2019 on behalf of the **INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION (IMATU).**

Signature: [Signature] Name in full: Kim Jensen-Buta  
Capacity: Regional Chairperson

WITNESS:

1..... *AB* ..... 2..... *JK* .....

Signed at Pretoria on this *18<sup>th</sup>* day of *November* 2019 on behalf of the **SOUTH AFRICAN MUNICIPAL WORKERS UNION (SAMWU)**

Signature: *Valentine S. Masala* Name in full: *VALENTINE S. MASALA*

Capacity: *DEPUTY REGIONAL SECRETARY*

WITNESS: 1..... *D* ..... 2..... *JK* .....

COLLECTIVE AGREEMENT ON THE IMPLEMENTATION OF THE BASIC SALARY STRUCTURE BENCHMARK REPORT

*MP*  
*WV*  
*KB* *AP*  
*KS*

Salary structure (per annum & per month)

2019/20 PA & PM

T	Notch 1	Notch 2	Notch 3	Notch 4	Notch 5	Notch 6	Notch 7
1	128 820	135 684	142 920	150 540			
	10 735	11 307	11 910	12 545			
2	134 340	140 712	147 408	154 404	161 748		
	11 195	11 726	12 284	12 867	13 479		
3	140 088	147 480	155 256	163 452	172 068	181 152	
	11 674	12 290	12 938	13 621	14 339	15 096	
4	146 076	154 308	162 984	172 164	181 848	192 084	202 896
	12 173	12 859	13 582	14 347	15 154	16 007	16 908
5	163 608	172 824	182 544	192 816	203 664	215 136	227 244
	13 634	14 402	15 212	16 068	16 972	17 928	18 937
6	183 240	193 560	204 456	215 952	228 108	240 948	254 508
	15 270	16 130	17 038	17 996	19 009	20 079	21 209
7	205 236	216 780	228 984	241 872	255 480	269 856	285 048
	17 103	18 065	19 082	20 156	21 290	22 488	23 754
8	229 860	242 796	256 464	270 900	286 140	302 244	319 248
	19 155	20 233	21 372	22 575	23 845	25 187	26 604
9	257 448	271 932	287 232	303 408	320 472	338 508	357 564
	21 454	22 661	23 936	25 284	26 706	28 209	29 797
10	288 336	304 572	321 708	339 816	358 932	379 140	400 476
	24 028	25 381	26 809	28 318	29 911	31 595	33 373
11	322 944	341 112	360 312	380 592	402 012	424 632	448 524
	26 912	28 426	30 026	31 716	33 501	35 386	37 377
12	361 692	382 044	403 548	426 264	450 252	475 584	502 356
	30 141	31 837	33 629	35 522	37 521	39 632	41 863
13	405 096	427 896	451 980	477 408	504 276	532 656	562 632
	33 758	35 658	37 665	39 784	42 023	44 388	46 886
14	453 708	479 244	506 208	534 696	564 792	596 580	630 144
	37 809	39 937	42 184	44 558	47 066	49 715	52 512
15	508 152	536 748	566 952	598 860	632 568	668 160	705 768
	42 346	44 729	47 246	49 905	52 714	55 680	58 814
16	569 136	601 164	634 992	670 728	708 468	748 344	790 464
	47 428	50 097	52 916	55 894	59 039	62 362	65 872
17	637 428	673 296	711 192	751 212	793 488	838 152	885 312
	53 119	56 108	59 266	62 601	66 124	69 846	73 776
18	713 916	754 092	796 536	841 356	888 708	938 724	991 548
	59 493	62 841	66 378	70 113	74 059	78 227	82 629
19	799 584	844 584	892 116	942 324	995 352	1 051 368	1 110 540
	66 632	70 382	74 343	78 527	82 946	87 614	92 545
20	895 536	945 936	999 168	1 055 400	1 114 800	1 177 536	1 243 800
	74 628	78 828	83 264	87 950	92 900	98 128	103 650
21	1 003 008	1 059 444	1 119 072	1 182 048	1 248 576	1 318 836	1 393 056
	83 584	88 287	93 256	98 504	104 048	109 903	116 088
22	1 123 368	1 186 584	1 253 364	1 323 900	1 398 396	1 477 104	1 560 228
	93 614	98 882	104 447	110 325	116 533	123 092	130 019
23	1 258 164	1 328 976	1 403 760	1 482 768	1 566 204	1 654 356	1 747 452
	104 847	110 748	116 980	123 564	130 517	137 863	145 621
24	COGTA						
25	COGTA						

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## ANNEXURE D

CoT adapted Patterson levels	Correlation with TASK levels
A1	1
A2	2
A3	3
	4
B1	5
B2	6
B3	7
	8
C1	9
C2	10
C3	11
D1	12
	13
D2	14
D3	15
D2/3/E1	16
E1	17
E2 (Dir)	18

Migration to TASK	
Current CoT posts' levels	TASK levels
A1	1
A1/2	2
A2	2
A2/3	3
A3	3
A2/3/B1	5
A3/B1	5
B1	5
A3/B1/2	6
B1/2	6
B2	6
B1/2/3	7
B2/3	7
B3	7
B2/3/C1*	9
B3/C1	9
C1	9
C1/2	10
C2	10
C1/2/3	11
C2/3	11
C3	11
C2/3/D1	12
C3/D1	12
D1	12
D1/2	14
D2	14
D2/3	15
D2/3/E1	16
E1	17
E2	18

\* Not careerpath scale

Salary structure (per annum & per month)

T	Notch 1	Notch 2	Notch 3	Notch 4	Notch 5	Notch 6	Notch 7
1	113,052	119,064	125,412	132,096			
2	9,421	9,922	10,451	11,008			
3	122,940	129,420	136,236	143,436	150,996	158,976	
4	128,184	135,408	143,028	151,080	159,576	168,564	178,044
5	143,568	151,656	160,200	169,200	178,716	188,796	199,416
6	160,800	169,860	179,412	189,516	200,172	211,452	223,344
7	180,096	190,224	200,940	212,256	224,196	236,808	250,140
8	201,708	213,060	225,060	237,720	251,100	265,236	280,152
9	225,924	238,632	252,060	266,256	281,232	297,048	313,776
10	253,032	267,276	282,312	298,200	314,976	332,712	351,432
11	283,392	299,340	316,188	333,984	352,776	372,624	393,600
12	317,400	335,256	354,132	374,064	395,112	417,348	440,832
13	355,488	375,504	396,624	418,944	442,524	467,424	493,728
14	398,148	420,564	444,216	469,212	495,624	523,524	552,972
15	445,932	471,012	497,520	525,516	555,108	586,344	619,332
16	499,440	527,544	557,232	588,600	621,708	656,700	693,672
17	559,368	590,844	624,096	659,220	696,312	735,516	776,892
18	626,484	661,752	699,000	738,324	779,880	823,776	870,120
19	701,664	741,156	782,868	826,920	873,468	922,620	974,544
20	785,488	830,100	876,804	926,148	978,276	1,033,332	1,091,484
21	880,188	929,712	982,032	1,037,292	1,095,684	1,157,328	1,222,464
22	985,800	1,041,276	1,099,872	1,161,780	1,227,156	1,296,216	1,369,164
23	1,104,084	1,166,232	1,231,848	1,301,196	1,374,408	1,451,760	1,533,456
24	COGTA	97,186	102,654	108,433	114,534	120,980	127,788
25	COGTA						

2018/19

T	Notch 1	Notch 2	Notch 3	Notch 4	Notch 5	Notch 6	Notch 7
1	120,960	127,404	134,196	141,348			
2	126,144	132,120	138,408	144,984	151,872		
3	131,544	138,480	145,776	153,480	161,568	170,100	
4	137,160	144,888	153,036	161,652	170,748	180,360	190,512
5	153,624	162,276	171,408	181,044	191,232	202,008	213,372
6	172,056	181,752	191,976	202,776	214,188	226,248	238,980
7	192,708	203,544	215,004	227,112	239,892	253,380	267,648
8	215,832	227,976	240,816	254,364	268,680	283,800	299,760
9	241,740	255,336	269,700	284,892	300,912	317,844	335,736
10	270,744	285,984	302,076	319,080	337,020	356,004	376,032
11	303,228	320,292	338,316	357,360	377,472	398,712	421,452
12	339,612	358,728	378,924	400,248	422,772	446,556	471,696
13	380,376	401,784	424,392	448,272	473,496	500,148	528,288
14	426,012	450,000	475,308	502,056	530,316	560,172	591,684
15	477,144	503,988	532,344	562,308	593,964	627,384	662,688
16	534,396	564,468	596,232	629,796	665,232	702,672	742,224
17	598,534	632,208	667,788	705,360	745,056	786,996	831,276
18	670,344	708,072	747,924	790,008	834,468	881,436	931,032
19	750,780	793,032	837,672	884,808	934,608	987,204	1,042,764
20	840,876	888,204	938,184	990,984	1,046,760	1,105,668	1,167,888
21	941,796	994,788	1,050,768	1,109,904	1,172,376	1,238,340	1,308,036
22	1,054,800	1,114,164	1,176,864	1,243,104	1,313,052	1,386,948	1,465,008
23	1,181,376	1,247,868	1,318,080	1,392,276	1,470,612	1,553,388	1,640,796
24	COGTA	103,989	109,840	116,023	122,551	129,449	136,733
25	COGTA						

2019/20

T	Notch 1	Notch 2	Notch 3	Notch 4	Notch 5	Notch 6	Notch 7
1	128,820	135,684	142,920	150,540			
2	134,340	140,712	147,408	154,404	161,748		
3	140,088	147,480	155,256	163,452	172,068	181,152	
4	146,076	154,308	162,984	172,164	181,848	192,084	202,896
5	163,608	172,824	182,544	192,816	203,664	215,136	227,244
6	183,240	193,560	204,456	215,952	228,108	240,948	254,508
7	205,236	216,780	228,984	241,872	255,480	269,856	285,048
8	229,860	242,796	256,464	270,900	286,140	302,244	319,254
9	257,448	271,932	287,232	303,408	320,472	338,508	357,564
10	288,336	304,572	321,708	339,816	359,932	379,140	400,476
11	322,944	341,112	360,312	380,592	402,012	424,632	448,524
12	361,692	382,040	403,548	426,264	450,252	475,584	502,356
13	405,096	427,896	451,980	477,408	504,276	532,656	562,632
14	453,708	479,244	506,208	534,696	564,792	596,580	630,144
15	508,152	536,748	566,952	598,864	633,568	668,160	705,768
16	569,136	601,164	634,992	670,728	708,468	748,344	790,464
17	637,428	673,296	711,192	751,212	793,488	838,152	885,312
18	713,916	754,092	796,536	841,356	888,708	938,724	991,548
19	799,584	844,584	892,116	942,324	995,352	1,051,368	1,110,540
20	895,536	945,936	999,168	1,055,400	1,114,800	1,177,536	1,243,800
21	1,003,008	1,059,444	1,119,072	1,182,048	1,248,576	1,318,836	1,393,056
22	1,123,368	1,186,584	1,253,364	1,323,900	1,398,396	1,477,104	1,560,228
23	1,258,164	1,328,976	1,403,760	1,482,768	1,566,204	1,654,356	1,747,452
24	COGTA	110,748	116,980	123,517	130,517	137,863	145,621
25	COGTA						