

IN THE MATTER OF INTEREST ARBITRATION

BETWEEN:)
)
 CEDAR RAPIDS AIRPORT COMMISSION,)
) Hugh J. Perry, Arbitrator
 PUBLIC EMPLOYER,)
 AND)
) Award Issued: August 19, 2013
 INTERNATIONAL ASSOCIATION OF)
 FIREFIGHTERS LOCAL 2607,)
)
 EMPLOYEE ORGANIZATION.)

RECEIVED
 2013 AUG 20 AM 8:58
 PUBLIC EMPLOYMENT
 RELATIONS BOARD

APPEARANCES:

For Cedar Rapids Airport Commission: James Hanks, Attorney
 For International Association of Firefighters Local 2607: Charles Gribble, Attorney

BACKGROUND

The Employee Organization, International Association of Firefighters Local 2607, represents a bargaining unit of Public Safety Officers at the Eastern Iowa Airport in Cedar Rapids. The Employer is the Cedar Rapids Airport Commission. The parties have negotiated and mediated for the contract effective July 1, 2013 to June 30, 2014 and have resolved all impasse issues except for Hours. The parties have agreed to an independent impasse procedure which provided that this Award would be withheld until the Public Employment Relations Board (PERB) issued its ruling on a Prohibited Practice Complaint filed by Local 2607 (Case No. 8637). PERB issued its ruling on August 6, 2013. Pursuant to the parties' agreement, this award was to be issued within 15 days of that date. A hearing was held at the Eastern Iowa Airport on July 11, 2013. The parties presented evidence including testimony and documents on that date. Following PERB's ruling on August 6th, the parties submitted summary statements of their positions. Both were received on August 8, 2013.

IMPASSE ISSUE

The impasse issue for decision by the arbitrator is **Hours** for the contract July 1, 2013 to June 30, 2014.

CURRENT CONTRACT
(July 1, 2010-June 30,2013)

Article 5 -Hours of Work and Overtime

...

7. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per week or the number of days per week. However, the normal workday of ten (10) hours and two (2) weeks of eighty (80) hours will generally be followed except when budgeting limitations or operational requirements would, at the discretion of the Employer, require otherwise.

Memorandum of Agreement
Effective July 1, 2010 – June 30, 2013

4. Replace Article 5 Section 7 Second Sentence

The basic schedule for Airport Public Safety personnel shall be 24 hours on duty followed by 72 hours off duty, with reporting relief time of 7:00 a.m., except when budgeting limitations or operational requirements would, at the discretion of the employer, require otherwise.

FACTS

Local 2607 represents a bargaining unit comprised of Safety Officers and Senior Safety Officers currently numbering 12 (4 Captains, 1 Safety Officer II and 7 Safety Officer I's) employed by the Eastern Iowa Airport. The airport is governed by the Cedar Rapids Airport Commission. The parties have bargained successive contracts pursuant to the Iowa Public Employment Relations Act (PERA) since the first contract in 1979. The current agreement dates from July 1, 2010 to June 30, 2013. This arbitration will conclude bargaining for a one year contract for the period July 1, 2013 to June 30, 2014. Safety Officers provide law enforcement, security, aircraft rescue, fire fighting, emergency medical services and airport support operations at the Eastern Iowa Airport. Commercial airports are categorized as large, medium and small hub. A commercial airport, the Eastern Iowa Airport is categorized as a small hub airport with 431,874 enplanements in 2011. In Iowa, only the Des Moines Airport, also a small hub, is larger with 932,828 enplanements in 2011. As a commercial airport, The Eastern Iowa Airport is under the jurisdiction of the Federal Aviation Administration and the airport must adhere to FAA rules. Since at least the first contract to present, the airport has operated on a 24 hour per day basis. To cover the 24 hour operation, employees have worked various hours, including 8 hour and 10 hour shifts. Most common were 8 hour shifts for the years 1979 to 2004. These employees then worked 10 hour shifts until a Memorandum of Agreement (MOA) was entered into in June of 2008. Since then, pursuant to the MOA, they have worked a 24 hours on, 72 hours off schedule. The FAA does not require the airport to operate 24 hours per day. It does require that the airport is staffed with safety personnel at least 15 minutes prior to the first scheduled commercial departure or landing and for 15 minutes following the final scheduled takeoff or landing. The airport's commercial takeoffs and landings are currently scheduled to occur between the hours of 6:45 a.m. and 11:59 p.m. As with all commercial air travel, there are instances of flight delay when these hours might be extended beyond 11:59 p.m. Also the Eastern Iowa Airport is a diversionary airport for Chicago-O'Hare. An aircraft in distress could be diverted to land in Cedar Rapids outside of these scheduled

hours. In addition to commercial flights, the airport accommodates small non commercial flights, freight carriers and general aviation 24 hours per day.

The contract July 1, 2007 – June 30, 2010 provided for a work day of 10 hours and two weeks of 80 hours. The Employer sought a change in these hours, apparently in an effort to reduce overtime. The parties reached a MOA effective June 7, 2008 which provided, among other things, that safety officers would work 24 hours on duty followed by 72 hours off duty, shifts to commence at 7 a.m. The language *Nothing herein shall be construed as a guarantee of the number of hours of work per day or per week or of the number of days of work per week* remained in the contract as did the language *However, the normal workday of ten (10) hours and two (2) weeks of eighty (80) hours will generally be followed except when budgeting limitations or operational requirements would, at the discretion of the Employer, require otherwise.* The MOA was attached to the 2007-2010 contract. For the 2010-2013 contract the parties renewed the MOA and attached it to the contract which also remained unchanged as to Article 5, Section 7. Since the MOA, 3 safety officers have staffed each 24 hour shift. During the hours of 12 midnight to 4 a.m., safety officers check gates and doors, patrol the airport perimeter and inspect the runway for ice, debris and obstructions which might present a safety hazard. If safety officers were unavailable to respond to an aircraft fire between 12 and 4, one possible alternative would be to rely on the City of Cedar Rapids firefighters for coverage. However, the response time would be longer (from 2-3 to 10 minutes). Cedar Rapids firefighters are not presently equipped with the required foam to extinguish aircraft fires. The data submitted indicates that there are few emergency incidents which require safety personnel between the hours of 12 midnight and 4 a.m. No other Iowa Police or Fire Employee contracts provide for schedules of 24 hours on, 72 hours off. Most police contracts provide for 8 hour days. The most police hours scheduled in a day are 12. The most common firefighter schedule provides for 24 hours on duty followed by 48 hours off.

On July 1, 2010, Tim Bradshaw became the Executive Director of the Eastern Iowa Airport. He has some 30 years experience in airport work and administration. Director Bradshaw immediately questioned the appropriateness of a 24/72 shift for these employees. His opinion was that more security officers were needed during peak times when commercial flights were taking off and landing. Director Bradshaw was not aware of any other commercial airport where safety employees worked a 24/72 schedule. One possibility he considered to increase the number of safety officers working during busy hours was to reduce the airport's hours of operations. However, the Hours provision for the 2010-2013 contract was not changed.

Local 2607's initial proposal on hours for the 2013-2014 contract (its proposal was actually for a 3 year agreement) was to incorporate the MOA language *The basic schedule for Airport Public Safety personnel shall be 24 hours on duty followed by 72 hours off duty, with reporting relief time of 7:00 a.m., except when budget limitations or operational requirements would, at the discretion of the employer require otherwise* into Article 5, Section 7, second sentence of the contract and delete the current second sentence. This proposal remained unchanged throughout negotiations and is 2607's arbitration position. The Commission's response and initial proposal on Hours for a one year contract was to eliminate the MOA language regarding hours (24/72 with 7 a.m.

starting time). This would have had the effect of Hours reverting back to what they were at the beginning of the 2007-2010 contract, 10 hours per day and 80 hours per 2 weeks. (Although the 10/80 hours language remained in the 2007-2010 and 2010-2013 contracts after the midterm hours change in June of 2008, it had been overridden by the MOA's 24/72 hours provision.) At the time of its initial offer in November 2012 for the 2013-2014 contract, nothing was mentioned by the Commission about reducing the airport's operating hours. The parties successfully negotiated other impasse issues but remained stalled on Hours. For the first time, during mediation on April 11, 2013, the Commission proposed a staggered 10 hour work schedule based on the airport operating 20 hours per day. In a letter following mediation, the Commission's representative, James Hanks, sent a letter to Local 2607's representative, Charles Gribble, indicating that the Commission had the right to set the airport's operational hours and reduce them from 24 to 20. Mr. Hanks advised Local 2607 that if it disagreed with the Commission on this point, it should let the Commission know. Local 2607 did disagree with the Commission's position on setting and reducing operational hours and filed a Prohibited Practice Complaint with PERB. It alleged bad faith bargaining by the Commission (informing Local 2607 of its intent to reduce airport operating hours for the first time at mediation) and requested that the Commission be ordered to return to the hours proposal it had made prior to mediation. The Commission filed a Petition for Declaratory Order with PERB seeking an Order that it had the right to determine hours of operation and to reduce operating hours of the airport from 24 to 20. In a ruling dated June 17, 2013, PERB ruled that the Commission, as a public employer under Chapter 20 (The Public Employment Relations Act), had the exclusive authority to determine the airport's hours of operation and further to set such hours at fewer than 24 hours per day, subject to the duty to bargain with Local 2607 over Hours proposals that relate primarily to the employment relationship such as starting times, break times and the number of hours employees work. On July 3, 2013 Director Bradshaw wrote a letter to Local 2607 indicating that the Public Safety Department's hours of operation would be 4 a.m. to 12 p.m. (midnight) commencing with the pay period beginning September 21, 2013. Local 2607's PPC alleging bad faith bargaining by the Commission for first bringing up its intent to reduce operational hours at mediation was dismissed by PERB on August 6, 2013. PERB's dismissal allowed the Commission to make an Hours proposal at arbitration of 10 hours per day and 80 hours per 2 weeks based on the airport's operational hours of 20 per day.

PROPOSALS OF THE PARTIES

The **Commission** proposes a schedule of 10 hour days and 2 weeks of 80 hours based upon the airport operating 20 hours per day. (Schedule attached.) The language of Article 5, Section 7 would continue in the contract and the MOA providing for 24 hours on 72 off would be deleted. Employees would bid on the new schedule and it would be implemented for the pay period beginning September 21, 2013.

Local 2607 proposes that the Memorandum of Agreement language providing for 24 hours on and 72 off based on the airport operating 24 hours per day be incorporated

into the contract, Article 5, Section 7, second sentence, and that the current Article 5, Section 7 second sentence be deleted.

ARGUMENTS OF THE PARTIES

Local 2607 contends that PERB's rulings are not determinative of the issue here. Both proposals before the arbitrator are proper. The proposal of Local 2607 is the most reasonable. It is clear that the Commission intends to continue operations on a 24-7 basis. The terminal will continue to be open and staffed 24 hours, the runway will continue to be open to general aviation on a 24 hour basis. In all aspects, whether designated commercial or non-commercial, the airport will continue operations on a 24-7 basis. The Commission seeks only to change the hours of work of bargaining unit members, not the airport's hours of operation. Further the Commission's proposal is unreasonable because it would result in the violation of FAA regulations which require staffing by Local 2607 employees continually from 15 minutes before the first takeoff and for 15 minutes after the last takeoff or arrival. If, as proposed by the Commission, hours are from 4 am to midnight and assuming all flights are on time, then employees would need to work until at least 12:14 am. As such, the Commission's proposal would result in a violation of FAA regulations. Also, because the airport and its perimeter must be secured 24 hours per day and general aviation lands 24-7, requiring the availability of emergency service personnel and passengers needing assistance in and out of the terminal 24 hours per day, Local 2607's proposal is the most reasonable. Even if the hours of operation of the airport are limited, there are numerous functions currently performed by safety officers between 12 a.m. and 4 a.m. such as perimeter security, door and gate checks, runway inspections, etc. Emergencies can occur at any time including between 12 a.m. and 4 a.m. Local 2607 employees are the only ones who have the proper training and equipment to properly handle airplane emergencies. Cedar rapids firefighters have not the training or equipment to handle an airplane fire. They don't have the foam required to extinguish aircraft fires. Using Cedar Rapids fire personnel would increase from the response time from 2 minutes to 10 minutes. In an aircraft fire, every second counts.

An arbitrator should not be a substitute for the bargaining process or make changes in major contract terms except in the rarest of circumstances. Such circumstances may include where a change is mandated by law, where a definite problem has been identified by a party or through grievances, where the parties have been unable to make a change over a long period of time on their own and at a minimum some major quid pro quo has been offered by the party seeking the change. None of these conditions are present here.

The arbitrator is to consider, among other factors, past collective bargaining contracts between the parties, including the bargaining that led up to such contracts. The present work schedule proposed by Local 2607 should be maintained for the following reasons:

- Employees have worked and provided 24 hour coverage since at least 1976
- The current 24/72 schedule has been in place since 2008

- Employees have made changes in their lifestyle, including where they live, child care etc. based on the 24/72 schedule
- The Commission proposal changing the beginning and ending time of 7 am would substantially vary the beginning and ending time for employees
- The hours proposed would increase the number of days worked by employees from 2 to 4 per week
- A new station was built and opened in 2009 to provide sleeping quarters for the 24/72 schedule and to provide emergency medical and firefighting services
- The Commission has notified FAA that bargaining members are on duty 24 hours per day
- The Employer's proposal would violate FAA rules for public safety officers required coverage
- The Commission's proposal will increase overtime if employees must stay after 12 midnight
- There will be increased costs of subcontracting if fire or safety coverage is required from 12 am to 4 am
- Local 2607's proposal will provide 24/7 coverage rather than 20/7 coverage at no additional cost to the airport
- The Commission's proposal will jeopardize safety and increase response times. The airport serves as a diversionary airport for Chicago-O'Hare. If a fire occurs between 12 and 4 Cedar Rapids firefighters would have to respond increasing response time from 2 to 10 minutes. Further, Cedar Rapids Firefighters don't have the equipment or training to respond to such fires.
- Numerous duties are performed by the safety officers from 12 a.m. to 4 a.m.
- The Commission's proposal not only changes beginning and ending times of the work shift but also break times and lunch times, mandatory subjects of bargaining
- The hours change was not sought by bargaining unit members' immediate supervisor
- Major changes such as hours should not be imposed by an arbitrator, but negotiated at the bargaining table. Only when the parties have for years been unable to agree should an arbitrator make a change
- The employer does not claim that a change in hours is necessary to comply with any law. In fact, the employer's proposal violates the law
- This will be a one year contract. If the Commission wishes serious consideration of its proposal, it should be presented next year to allow the parties full opportunity to discuss the rationale and implications of such change
- The Employer offers no quid pro quo in exchange for the awarding of its proposal
- The Employer has provided no studies or reports indicating that the change in hours would better serve the public

The **Commission** argues that the only proposal that is reasonable is that of the Commission because it is the only one that conforms the hours of work of these employees with the operational hours of the airport. The Commission's proposal is based upon 20 hour operational days. The airport's operational hours are to be changed from 24 to 20. The proposal of Local 2607 is based on a 24 hour operation. To award Local 2607's proposal would be to compel the Commission to pay employees to perform

work during 4 hours of the day when their services are not needed. This makes the proposal inherently unreasonable. The Commission's proposal is also the most reasonable when examining the statutory criteria set forth in Section 20.22 (7).

Bargaining History – The 10 hour schedule is more consistent with the bargaining history of the parties which includes 8 or 10 hour days for 29 of the 34 years a collective bargaining agreement has been in effect. When the 24/72 schedule was first negotiated, the parties did not delete references to a 10 hour day. Instead, the parties put the 24/72 schedule into a MOA and retained the 10 hour provision in the agreement. They did the same with the successor agreement. The contract has always had a no guarantee of hours per day or per week or days per week provision. The effect of such a provision is that the Commission has always had the right to adjust the hours of work per day or number of days per week.

Comparability – A 10 hour schedule more closely resembles the schedules of law enforcement agencies in Iowa, none of which have a work schedule of more than 12 hours per day. No Iowa firefighter contracts have a 24/72 schedule. The Commission is not aware of any contracts covering public safety employees at a commercial airport in any jurisdiction which provide for a 24/72 schedule.

Interest and welfare of the public – A 10 hour schedule best meets the needs of the airport by matching the hours of the day when employees perform work with the hours of day when their services are most needed. The evidence indicates that there have been no significant incidents requiring the services of public safety personnel occurring during the hours of 12:00 midnight and 4:00 a.m. A 10 hour schedule provides more personnel at critical times throughout the week and at such times of day when, in the judgment of the Commission, safety personnel are most needed. A 10 hour schedule reduces fatigue which can adversely affect the performance of law enforcement duties. Since these employees are empowered and equipped to use deadly force and make other decisions which have life altering consequences, it is more reasonable to schedule them for shorter periods of time and thereby reduce the fatigue which inevitably accompanies a much longer 24 hour duty day.

DISCUSSION AND CONCLUSIONS

Section 20.22 (7) of the Public Employment Relations Act requires an Arbitrator to select the most reasonable offer on each impasse issue submitted by the parties. In reaching this decision the Arbitrator must consider:

Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.

Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration peculiar to the area and the classifications involved

The interest and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services

The power of the public employer to levy taxes and appropriate funds for the conduct of its operations

Any other relevant factors

The **Bargaining History** of Hours is that the parties have agreed to 8 hour and 10 hour schedules for the great majority of the years since 1979 that they have been bargaining. All of these schedules were base on 24 hours of operations. The 24/72 hour schedule is fairly recent, introduced in 2008 at the request of the Commission. The schedule change was made through a Memorandum of Agreement attached to the contract. The language that work hours and work days were not guaranteed and the then existing 10/80 hour schedule remained in the contract. That the MOA language on Hours was not placed in the contract, or in the successor contract could lead one to reasonably conclude that the 24/48 schedule was not intended to permanently establish such hours. The 24/72 schedule was proposed by the Commission, presumably to reduce overtime and was mutually agreed to by the parties in 2008 and again for the 2010-2013 contract. Now the Commission seeks to change hours back to those which preceded the MOA in June of 2008. The argument made by Local 2607 that an arbitrator should not change contract language without good reason or act as a substitute for the bargaining process is well taken. Had the proposal of the Commission been 10/80 based upon the airport's operating 24 hours per day and considering the impact of a changed schedule on these employees, I would be somewhat reluctant to change the current hours provision. I would be more inclined to encourage the parties to earlier and more fully bargain the Hours provision next year. However, that is not the Commission proposal before me. (See other relevant factors below.) Bargaining history does not clearly support the position of either party.

The **Comparability** evidence submitted indicates that no police or firefighter bargaining units in Iowa have contracts with a 24 hour on 72 off schedule. The commission' statement that there are no other public safety personnel in commercial airports which have such a schedule was not challenged. Comparability data favors the Commission's proposal.

Both parties have legitimate arguments with respect to **Consideration of the Interests and Welfare of the Pubic** and the **Ability of the Public Employer to Finance Economic Adjustments**. Specific cost data was not presented, but it is logical that if the Commission's proposal is awarded that there will be an increase in overtime costs and perhaps costs for contracted services for those times when safety personnel are not on duty, specifically the 15 minutes after the last flight of the day at 11:59 p.m. and at other times during the 12 a.m. to 4 a.m. hours. The evidence suggests that there a few incidents requiring safety personnel action during such hours. The Commission argues that these personnel would reduce fatigue with a 10 hour day compared to a 24 hour day and be more alert and able to perform their duties. While there is some appeal to this argument there was no real evidence submitted to support this assertion or that the 24/48 hour schedule prevented the safety officers from competently performing their duties. Local 2607 contends its proposal would provide 24/7 coverage rather than 20/7 coverage at no additional costs to the airport. Consideration of this criterion does not lead me to favor one proposal over the other.

Little time was spent on the **Power of the public employer to levy taxes and**

appropriate funds for the conduct of its operations. This criterion is, therefore, not a factor in determining the reasonableness of the parties' proposals.

Other Relevant Factors. The Commission has determined to reduce the airport's hours of commercial operation from 24 to 20. For the next contract year it will operate from 4 a.m. to 12 midnight. The proposals must be considered in light of this development. The Commission submits that it is not reasonable to pay these employees for hours when they are not needed. A 24 hour schedule to cover 20 hours of operations is not reasonable. A 10 hour schedule will allow the Commission to schedule these employees to work when they are most needed, during the busy hours of commercial flights. There are seldom incidents between the hours of 12 midnight and 4 a.m. which require staffing by public safety personnel. Local 2607 contends that the Commission is not reducing hours of operation but reducing hours of work for these employees. The airport will continue to operate 24 hours per day with non-commercial flights and freight carriers taking off and landing 24-7. Perimeter and gate security from 12 a.m. to 4 a.m. will still be required. Local 2607 argues that the Commission's proposed schedule will bring it into conflict with FAA rules, will compromise the safety and security of the airport and will increase the Commission's cost of overtime and/or subcontracting.

Many of the concerns expressed by Local 2607 such as compliance with FAA rules, overtime costs and emergency coverage for the hours of 12 to 4 are within the province of the Commission. Its function is to safely and efficiently operate the Eastern Iowa Airport. It has determined that it can do so most effectively with a 20 hour schedule for its commercial operations. It proposes that safety employees cover these hours with staggered 10 hour shifts and 80 hours in two weeks. Local 2607's proposal for its employees to work 24 hours per day when the airport's commercial operations will be 20 hours per day is less reasonable than the Commission's proposal.

The parties have taken a torturous path in bargaining a successive agreement, replete with litigation. I cannot but wonder if all of this would have occurred had the Commission, on day one, in its first proposal, indicated its intent to reduce the airport's hours of operation. While such might not have resolved the Hours issue or avoided litigation before PERB, it might have led to a more full and fruitful discussion of the Hours issue. Doing so would certainly have resulted in a more timely resolution of the issue and completion of the bargaining process. Notwithstanding, it is my task to choose between the two Hours proposals as they have evolved. I find that the Hours proposal of the Commission to be the most reasonable. It is awarded.

AWARD

The Hours proposal of the Cedar Rapids Airport Commission is the most reasonable of the two proposals before me. It is awarded for the contract July 1, 2013 to June 30, 2014 and should be implemented as previously indicated by the Commission.

Signed this 19th day of August, 2013


Hugh J. Perry, Arbitrator

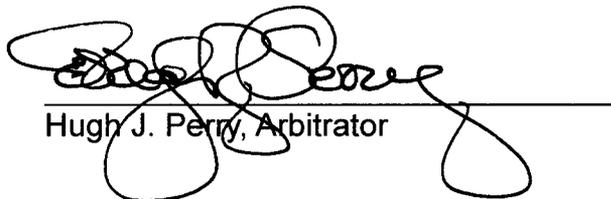
CERTIFICATE OF SERVICE

I certify that on the 19th day of August, 2013, I served the foregoing Award of Arbitrator upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

James Hanks
Attorney at Law
100 Court Ave., Suite 600
Des Moines, Iowa 50309

Charles Gribble
Attorney At Law
2910 Grand Ave.
Des Moines, Iowa 50312

I further certify that on the 19th day of August, 2013, I will submit this award for filing by mailing it to the Iowa Public Employment Relations Board, 510 East 12th Street, Suite 1B, Des Moines, Iowa 50319.



Hugh J. Perry, Arbitrator



Proposed Schedule 4 - 10 Hour Shifts per Week
Hours of Operation 4 AM to Midnight

June/July 2013	29	30	1	2	3	4	5
	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
1st Shift							
Captain (Relief)		0400 - 1400	0400 - 1400	0400 - 1400	0400 - 1400		
Captain	0400 - 1400	0400 - 1400				0400 - 1400	0400 - 1400
Officer I			0400 - 1400	0400 - 1400	0400 - 1400	0400 - 1400	
Officer I				0400 - 1400	0400 - 1400	0400 - 1400	0400 - 1400
Officer I	0400 - 1400	0400 - 1400	0400 - 1400				0400 - 1400
TOTAL EEs on SHIFT	2	3	3	3	3	3	3
2nd Shift							
Captain		1200-2200	1200-2200	1200-2200	1200-2200		
Captain	1200-2200	1200-2200				1200-2200	1200-2200
Officer (Relief)			1200-2200	1200-2200	1200-2200	1200-2200	
Officer I				1400 - 0000	1400 - 0000	1400 - 0000	1400 - 0000
Officer II				1400 - 0000	1400 - 0000	1400 - 0000	1400 - 0000
Officer I	1400 - 0000	1400 - 0000	1400 - 0000	1400 - 0000			
Officer I	1400 - 0000	1400 - 0000	1400 - 0000	1400 - 0000			
TOTAL EEs on SHIFT	3	4	4	6	4	4	3
0000-0400	0	0	0	0	0	0	0
0400-1200	3	4	4	5	4	4	4
1200-1400	2	3	3	3	3	3	3
1400-2200	4	6	6	6	6	6	6
2200-0000	2	3	3	3	3	3	3