AGREEMENT

BETWEEN

KILLINGLY BOARD OF EDUCATION

AND

KILLINGLY SUPERVISORY EMPLOYEES, LOCAL 818 OF COUNCIL #4, AFSCME, AFL-CIO

July 1, 2019 through June 30, 2022

Killingly Public Schools . . . Great Things Happen Here

7421959v2 February 25, 2019

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PREAMBLE

This Agreement is entered into by and between the Killingly Board of Education and Local 818 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the Union.

ARTICLE I RECOGNITION AND MANAGEMENT RIGHTS

Section 1.1

The Board of Education recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment for employees in the classifications certified by the State Board of Labor Relations in Decision No. 2770 dated October 31, 1989 which are as follows:

Operations and Maintenance Supervisor Transportation Supervisor Custodial Supervisor Accounting Supervisor Nursing Supervisor

Section 1.2

It is recognized that the Killingly Board of Education has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the school system in all its aspects, including but not limited to the following:

To maintain education activities and programs as in its judgment will best serve the interests of the students;

To determine the type of work to be performed by the personnel;

To assign all work to employees or other persons;

To decide the methods, procedures and means of conducting the work;

To select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work;

To discharge or otherwise discipline any employee;

To promote, transfer, and layoff employees;

To decide the need for facilities;

To designate the rules for the management, studies, classification and discipline for school programs;

In general, to control, supervise and manage the operations of the school system, and its staff under governing laws;

To establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures.

These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE II UNION SECURITY

Section 2.1

The Board agrees to deduct from the pay of all its employees who in writing authorize such deductions from their wages, such membership dues as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement, except that any employee may withdraw such authorization in writing by certified mail to Council #4 or the president of the local.

Section 2.2

The deductions for any month shall be made twice each month for such month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the 10th day of the following month.

Section 2.3

The employer's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer, to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence.

Section 2.4

The Union agrees that it will indemnify and save the employer harmless from any and all liability, claim, responsibility, damage or suit, including salaries, court costs and attorneys' fees, which may arise out of any action taken by the employer in accordance with the terms of this Article. The Board shall notify the Union of any claims made against it concerning this Article.

ARTICLE III SENIORITY

Section 3.1

The Board shall prepare a list of all employees showing their date of hire with the Board and deliver the same to the Union representative by December 1 of each year. Upon completion of the probationary period, new employees shall be added to this list.

Section 3.2

- A. New employees shall serve a probationary period of ninety (90) working days and shall have no seniority, grievance rights or benefits, personal leave days, holiday pay or sick leave during this period, but shall be subject to the other provisions of this Agreement. The purpose of the probationary period is to permit the Superintendent or his designee to determine if the employee has the necessary skills and abilities to retain the position. Employees who have completed their probationary period shall be credited with length of service retroactive to their date of employment in a bargaining unit position.
- B. All bargaining unit vacancies created through resignations, retirements, permanent transfers and new positions shall be posted for a period of five (5) working days prior to any action being taken by the Superintendent to fill such vacancy or new position. Employees wishing to fill such vacancy or new position shall submit their request in writing, to the Superintendent of Schools or designee.
- C. The provisions of this Article do not prohibit the Board from freezing, a vacancy due to budgetary considerations or other considerations of a business necessity.
- D. When an employee is appointed to a new position on an acting or temporary basis, the employee will be returned to his/her original position upon expiration of the acting or temporary appointment.
- E. Vacancies will be filled by the most qualified applicant.
- F. The person appointed to the vacancy or new position and the union secretary shall be notified, in writing, of the appointment.

Section 3.3

- A. Layoffs shall take effect within the following classifications: maintenance supervisor, transportation supervisor, custodial supervisor, accounting supervisor and nursing supervisor.
- B. In the event that a layoff becomes necessary, the following will be used to determine who within each particular classification will be laid off:

Seniority as defined in the Article Evaluation of performance Special training and experience

Section 3.4

Full-time employees who are laid off shall have recall rights to a vacant position within their job classification for a period of one year beginning with the effective date of the layoff. Employees shall be offered appointment to a vacant position within their job classification in reverse order of layoff. If the employee rejects the offer of appointment or in the event the employee does not respond within ten (10) calendar days of a written offer of appointment, which offer shall be mailed to the employee's last known address as on file within the school district, said employee shall forfeit all recall rights herein.

ARTICLE IV WAGES

The salaries for the supervisors are set forth in Appendix A.

ARTICLE V HOURS OF WORK

Section 5.1

The paid hours of work for bargaining unit employees will, with the exception of the nursing supervisor, generally be seven and one-half (7½) hours per day excluding the meal period. The paid hours of work for the nursing supervisor will be seven (7) hours per day excluding the meal period. It is recognized that the employment responsibilities of a supervisor will, from time to time, require the expenditure of time outside of and beyond the hours set forth above.

Section 5.2

The normal work week for bargaining unit employees will generally be Monday through Friday, inclusive, except as modified by the Board of Education or its designee. However, it is recognized that the job responsibilities of a supervisor will, from time to time, require the expenditure of time outside of and beyond the days set forth above.

Section 5.3

When an employee is called in for asbestos removal, the employee shall be paid \$45 for each hour spent in such activity. This payment is in lieu of all other compensation.

Memorandum of Understanding

February 18, 2014

The Killingly Board of Education (the "Board") and the Killingly Supervisory Employees, Local 818 of Council #4, AFSCME, AFL-CIO (the "Union") agree that, in order to correct a typographical mistake, the following language will <u>replace</u> Article VI, Section 6.1 of the collective bargaining agreement between the Board and the Union that is in effect between July 1, 2013 and June 30, 2016.

Section 6.1

The following shall be observed as paid holidays for full year employees only:

Two days for New Year's Day Holiday*

Martin Luther King Day

Floating Holiday*

Presidents' Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Two days for Christmas Holiday*

*These days will be scheduled by the Superintendent of Schools or his designee.

KILLINGLY BOARD OF EDUCATION:

KILLINGLY SUPERVISORY EMPLOYEES:

Section 5.4

The work year for the nursing supervisor is 10 months. The work year for all other positions within the bargaining unit is 12 months. The nursing supervisor works a total of 197 days per year. The nursing supervisor is permitted to work up to twenty (20) hours in the summer months on tasks related to the position that must be performed during the summer months (outside of her 10 month position). The rate for these hours will be based on a formula of annual salary for the upcoming school year divided by one-hundred ninety-seven (197) days divided by seven and one-half (7½) hours. Any additional days worked beyond the student school year must be scheduled with and approved by the Superintendent of Schools or designee. The nursing supervisor is not considered a full year employee.

ARTICLE VI HOLIDAYS

Section 6.1

The following shall be observed as paid holidays for full year employees only, unless school is in session for students on such day:

Two days for New Year's Day Holiday*
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Two days for Christmas Holiday*

If the Superintendent determines that any above holidays will not be observed and school shall be in session for students, employees shall be expected to work and shall not receive the day as a paid holiday. In such circumstances, employees shall receive an alternate floating holiday determined by the Superintendent.

Section 6.2

If a holiday falls during the employee's vacation, such day shall not be charged against the employee as a vacation day.

Section 6.3

^{*}These days will be scheduled by the Superintendent of Schools or his designee.

If a holiday falls on a Saturday or Sunday, the school calendar will be followed for the purpose of determining which day shall be considered the holiday. For holidays falling on a Saturday or Sunday outside the school year, the Superintendent will determine which day shall be considered the holiday.

Section 6.4

In order to be eligible for holiday pay, the employee must work his/her scheduled work day before and after the holiday. In the event the employee is sick on the work day before or after the holiday the Superintendent may require a medical certificate verifying the illness.

ARTICLE VII SICK LEAVE

Section 7.1

All employees shall be entitled to paid sick leave at the accrual rate of 1.50 sick days for each full month of employment. Unused sick leave shall be accumulated from year to year to a maximum of 150 days.

Section 7.2

A statement of unused accumulated sick leave will be given to each employee not later than November 30 of each year.

Section 7.3

In the event the Superintendent has cause to suspect an employee is abusing sick leave, or in the event an employee is out sick for three (3) or more consecutive work days, the Superintendent may require the employee to be evaluated by a physician. In such an event, the Board will provide the employee with the names of two physicians and the employee will determine which physician on such list will perform the evaluation. The cost of this examination shall be at the expense of the Board of Education, to the extent that such cost is not covered by health insurance.

Section 7.4

In the event an employee is absent from work because of an injury or illness for which there has been a determination by the Worker's Compensation Commissioner that such injury or illness is compensable, an employee may use accumulated sick leave to make up the difference between compensation and regular wages during the period of time the employee is collecting temporary partial disability benefits to a maximum of 180 calendar days. The Board may require certification by a physician that the employee is physically unable to return to work, as a condition of such payments.

Section 7.5

For employees hired before July 1, 2017 who retire from the employ of the Killingly Board of Education after a minimum of twenty (20) years of continuous full time service and, provided further, the employee provides three (3) weeks notice of intent to leave employment, shall receive Twenty-Five (\$25) Dollars for each day of accumulated sick leave up to 150 days. In the

event of an employee's death, if the employee would have met the qualifications of this section, with the exception of written notification, the payment provided for herein shall be made to the employee's estate. The benefit described in this paragraph shall not be available to employees hired on or after July 1, 2017.

ARTICLE VIII PENSION

Section 8.1

All eligible employees are entitled to join the Town of Killingly's pension plan, in accordance with its terms.

ARTICLE IX SPECIAL LEAVES

Section 9.1

<u>Personal Days</u>. The Superintendent may, on one (1) week advance written notice (excepting times when emergencies preclude this written notice), grant personal leave with pay for up to two (2) days per year. Such days may not fall immediately prior to or immediately after a school holiday or vacation. Requests will be for extraordinary conditions which cannot be scheduled outside of the work day. Requests shall be in writing and the reason for the requested leave will be stated. In the event of an emergency precluding the written notice required by this Article, the nature of the emergency shall be stated.

Section 9.2

Bereavement - Funeral Leave. In the event of death in the immediate family, the employee will be paid for time lost from scheduled work, not to exceed five (5) days in order to attend the funeral. Immediate family includes husband, wife, son, daughter, parents, brother, sister, grandparent or legal guardian, grandchildren or the same relationship in-law. One funeral day will be granted for the death of a close friend or other relative. The Superintendent of Schools or his/her designee may grant additional bereavement days in his/her sole discretion.

Section 9.3

Education Conferences. In the event the school district sends an employee to an employee to an educational conference, he/she shall be reimbursed for the registration fee, mileage at the rate established by the Board of Education, and/or travel expenses, lodging and up to \$25 per day for food and miscellaneous expenses. The employee shall provide receipts for reimbursed expenses. The employee shall also provide a written estimate of cost to the Superintendent or designee prior to the conference.

ARTICLE X GRIEVANCE PROCEDURE

Section 10.1

A "grievance" shall mean a claim by an employee or employees covered by this Agreement that there has been a personal loss or injury because of a violation, misinterpretation or misapplication of a specific section of this Agreement. A grievance shall be submitted, as provided for herein, within five (5) working days after the occurrence of the action giving rise to the grievance.

It is understood and agreed that handbooks, Board policy manuals, manuscripts thereof; are not, nor can they be construed, to be part of the terms of this Agreement.

It is understood that any employee grievant(s) shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the board until such grievance and any effect thereof shall have been fully determined.

An employee may be represented at Steps 1 through 3 of this procedure by a union official.

Section 10.2

A grievance shall be processed in accordance with the procedure her in. A grievance filed at any level of this procedure must be in writing, and must contain the following information.

- 1) the name(s) of the grievant(s);
- 2) a statement of the nature of the grievance;
- 3) a statement of the nature and the extent of the injury or loss;
- 4) a statement of the provision(s) of the contract allegedly misinterpreted, violated or, misapplied;
- 5) the result of previous discussions or decisions, if any;
- 6) grievant's dissatisfaction with decisions previously rendered;
- 7) remedy requested.

Section 10.3

Step 1

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with the Business Manager in an effort to resolve the problem informally. If the grievant is not satisfied with such informal discussions, he/she shall reduce the grievance to writing and submit it within the time limit of Section 10.1 to the Business Manager. The Business Manager shall respond to the grievance in writing within ten (10) working days from the date the grievance was submitted to him/her.

Step 2 - Superintendent of Schools

If the grievant is not satisfied with the disposition of the grievance at Step 1 or if no decision is rendered within ten (10) working days of the filing at Step 1, the grievant shall within five (5) working days of the decision or the expiration of the time limit for

rendering a decision, whichever is sooner, file the written grievance with the Superintendent of Schools.

The Superintendent or Assistant Superintendent shall, upon request of the union, within ten (10) working days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance. The request for a meeting must be made at the time the grievance is filed with the Superintendent's Office. The Superintendent shall, within five (5) working days after the meeting, or, in the event no such meeting is held, within fifteen (15) working days after receipt of the grievance, render his decision and reasons in writing to the grievant with a copy to the Union President.

Step 3 - Board of Education

If the grievant is not satisfied with the disposition of the grievance at Step 2 or if no decision is rendered within five (5) working days after a meeting at Step 2, or in the event no such meeting is held, with fifteen (15) working days after presentation of the grievance at Step 2, the grievant shall within (5) working days after the decision or the expiration of the time limit for rendering a decision, whichever is sooner, file the written grievance with the Board of Education, with a copy to the Superintendent of Schools.

The Board of Education or a committee thereof may schedule a meeting to consider the grievance; the meeting, if any, shall be scheduled within ten (10) working days of the receipt of the written grievance.

The Board, or a committee thereof shall, within ten (10) working days of the meeting, or in the event no such meeting is held, within twenty (20) working days of receipt of the written grievance, render its decision in writing to the grievant, with a copy to the Union President.

Step 4 - Arbitration

If the grievance is not settled, it may be submitted, at the request of the Union only, to arbitration before a tripartite panel of the Connecticut State Board of Mediation and Arbitration. The Union's request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than ten (10) days after receipt of a written answer of the Board of Education under Step 3 above.

The arbitrators designated shall hear and decide only one (1) grievance at a time. Their award shall be final and binding as provided by law. They shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way, modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

Section 10.4

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision and an acceptance of management's answer at the last step.

Section 10.5

The grievant and a Union representative shall not suffer loss of pay for time spent meeting with school officials on a grievance matter.

ARTICLE XI TUITION REIMBURSEMENT

Section 11.1

Subject to the prior written approval of the Superintendent of Schools or designee, employees may be reimbursed for course work which is directly related to the employee's job responsibilities. Reimbursement shall be for the cost of tuition and textbooks. The employee must pass the course and present to the Superintendent or designee evidence of such passing. The Board shall budget the sum of \$1,000 per year for tuition reimbursement which money shall be paid out on a first come, first served basis.

ARTICLE XII INSURANCE BENEFITS

Section 12.1

A. Effective July 1, 2019, the Killingly Board of Education shall provide at its expense, except as provided for in paragraph C, the following insurance benefits:

The HSA (Health Savings Account) plan described below have the following components:

	In-Network	Out-of-Network
Annual Deductible	\$2,000/4,000	
(Individual/Aggregate Family)	(Shared In/Out)	
Co-insurance	N/A	20% co-insurance after
		deductible, subject to co- insurance limits
Preventive Care	Deductible not applicable	20% co-insurance after
		deductible, subject to co-
		insurance limits
Prescription Drug Coverage	Treated as any other	20% co-insurance after
	medical expense. Subject	deductible, subject to co-
	to deductible, once	insurance limits
	deductible is met, then	
	\$0/25/40 copay per	
	prescription	
Co-insurance Maximum	\$3,000/6,000	
(Individual/Aggregate Family)	(Out of network Coinsurance and In-network post	
	deductible RX copays)	
Cost Share Maximum		

	In-Network	Out-of-Network
(Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000

Anthem Blue Cross and Blue Shield Vision Care Rider (Blue Cross or equal benefits plan)

The Board will fund \$1,000 for employees who elect single coverage and \$2,000 for employees who elect two-person or family insurance of the applicable HSA deductible amount for each full-time employee who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time employees). The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two installments, in September and January.

The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. For any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

If the Board determines that the total cost of a group health plan or plans offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan(s) so as to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

Life insurance on the employee in an amount equal to annual salary. Such policy shall contain an accidental death and dismemberment rider.

Full service family dental plan (Blue Cross or equal benefits plan)

Blue Cross "65" and Blue Shield "65" provided the insurance carrier provides such group coverage, for eligible persons. This supplemental coverage shall not result in a reduction of benefits.

B. In each case where the name of a particular company or a specific plan has been used in this Appendix, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company or any specific plan. The Board of Education

may provide such health insurance coverage, either through the carrier(s) listed in the Appendix, through alternate carriers, or through self insurance, either in whole or in part, provided that the overall level of coverages, benefits, and administration of the claims is substantially comparable to that provided by the carrier(s) listed in this article and the Appendix, when considered as a whole.

The Board shall inform the Union, in writing, of its intent to change insurance carriers at least (30) days prior to the effective date of the change. In the event the Union does not agree that the new insurance plan offers comparable benefits, the Union shall so inform the Board, in writing, at least ten (10) days prior to the effective date of the change. The issue of whether the proposed insurance plan offers comparable insurance benefits shall be submitted to arbitration. The arbitrator shall be mutually selected by the Board and the Union. Should the parties be unable to mutually select an arbitrator, the matter shall be submitted to the American Arbitration Association which shall administrate the proceedings under its voluntary arbitration rules. The arbitrator's decision shall be in writing and shall be final and binding. There shall be no change in the insurance plan pending final agreement of the arbitrator's award.

C. <u>Premium Sharing</u>

Employees shall pay the appropriate percentage of the insurance premium and related costs noted below for each year:

2019-20	2020-21	2021-22	
15%	15%	16%	

The Board of Education will pay the remainder of the allocation rates for the insurance set out in Section A herein for individual, two person, and family coverage. The employee will pay his/her share of the premium by automatic payroll deductions. In this regard, to be eligible to receive such insurance benefits, each employee must submit a wage deduction authorization permitting the Board to deduct such premium costs. Each employee will be informed in writing prior to the first deduction of the premium cost. An employee may forego or withdraw from such coverage rather than pay such additional costs. Reinstatement of such coverage shall be subject to insurance carrier rules and regulations.

D. The Board will adopt an Internal Revenue Code §125 Pre-Tax Premium Conversion Account for employee premium contribution. The Internal Revenue Code and its implementing regulations shall govern the administration of this plan.

ARTICLE XIII VACATIONS

Section 13.1

Each full year employee, hired on July 1 shall be entitled to twelve (12) days vacation with pay on the subsequent July 1. Employees hired on dates other than July 1 shall receive prorated

vacation time on the first July 1 following their date of hire and shall be entitled to a full two (2) weeks vacation on their second July 1 in the Board's employ. Employees who have been in the employ of the school system for more than five (5) years shall receive seventeen (17) days vacation with pay and those who have been in the employ of the school system for more than ten (10) years shall receive twenty (20) days vacation with pay.

Section 13.3

Vacation is to be requested prior to July 1 and must receive prior approval from the Superintendent. Such approval shall not be withheld unreasonably. An employee may request a modification of his/her vacation schedule. Such requests shall be subject to the approval of the Superintendent of Schools. Vacation leave may be deferred by the Superintendent of Schools, or his designee, so as not to conflict with the emergency or peak work loads of the department.

Section 13.4

Vacation time is neither cumulative, transferable, nor reimbursable except that up to five (5) days may be carried over to the subsequent fiscal year, subject to the approval of the Superintendent of Schools.

ARTICLE XIV DISCIPLINARY ACTIONS

Section 14.1

No employee shall be discharged, or otherwise disciplined without just cause. In the event an employee is terminated and the matter is grieved, the grievance shall be initiated at the Board of Education level. The parties agree that if such termination is processed to arbitration, the parties will jointly request an expedited hearing.

ARTICLE XV JURY DUTY

Section 15.1

Leave for jury duty shall be granted to employees when such duty conflicts with the employee's working hours. During the period of jury duty, the employee shall be paid the difference between his/her regular base wage and the fee furnished to serve as a juror. Copies of notice to jury service and the evidence of attendance must be provided to the Board of Education. Whenever an employee is released from jury duty, the employee will notify the Business Manager as soon as possible and will report to duty if so instructed.

ARTICLE XVI DURATION

Section 16.1

This contract shall become effective on July 1, 2019 and shall remain in effect until June 30, 2022 and from year to year thereafter unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

Section 16.2

This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.

	KILLINGLY-BOARD OF EDUCATION	
Date 4/10/2019	By John Burns Board Chairperson	
Date 4/10/2019	By Steven Rioux Superintendent of Schools	
, 1	KILLINGLY SUPERVISORY EMPLOYEES LOCAL 818 OF COUNCIL #4, AFSCME, AFL-CIO	
Date 4/10/2019	By Wasen	
Date 4/10/8019	By Staff Representative, Tricia Santos AFSCME Council 4, AFL-CIO	

Appendix A

SALARY SCHEDULE For Supervisors

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
Operations & Maintenance	\$84,455	\$86,355	\$88,298
Transportation	\$83,433	\$85,310	\$87,229
Nursing	\$62,813	\$64,226	\$65,671