COLLECTIVE BARGAINING AGREEMENT

between

OREGON SCHOOL EMPLOYEES ASSOCIATION CHAPTER 36

and

PLEASANT HILL SCHOOL DISTRICT #1



July 1, 2022 - June 30, 2025

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ARTICLE 1: RECOGNITION

1.1 The Board recognizes the Association as sole and exclusive bargaining representative for all classified employees except grant funded positions (other than Special Education and Title 1 Educational Assistants) supervisors and confidential employees as defined by ORS 342.650 and temporary employees.

Custodial and clerical substitutes, substitute employee: For the purpose of this contract, a "substitute employee" is one hired for the purpose of filling the position of an absent employee. Substitute employees will receive benefits as soon as the Pleasant Hill School Administration projects that the said employees will be working six hundred (600) hours or more per year. Substitutes, having been projected to work six hundred (600) hours or more, shall have seniority for the purpose of bidding/applying on vacant positions. Substitutes do not have seniority for the purpose of reduction in force.

Substitutes who receive benefits in accordance with the above shall be subject to the requirements of Article 3, Section 3.1, 3.2, 3.3, 3.4, and 3.5.

Temporary: Employees hired for a specific task or function for a period not expected to and/or in fact does not exceed sixty (60) consecutive workdays.

ARTICLE 2: MANAGEMENT

- 2.1 The Board retains the right to manage, direct and control its business and assign personnel except as such rights are modified or waived by this contract.
 - A. Being under the influence while on duty, using non-prescribed (to the employee) drugs, that are not purchased over the counter, and consuming alcohol while on duty is strictly forbidden. The District maintains its right to demand appropriate testing to determine if an individual is under the influence while performing duties for the District. If an employee admits to being under the influence or if testing so determines; then appropriate consequences and supports will be offered to the employee by the District.
- 2.2 In cases of direct conflict, this agreement shall prevail over contrary policies, rules, regulations or procedures of the District. Nothing contained herein shall be construed so as to incorporate policies, rules, regulations or procedures into this agreement during its term.
- 2.3 During the school year, from September 1 to and including June 15, the District shall post on the website, email all staff and send to building secretaries new job openings and vacancies in the bargaining unit.
- 2.4 During the summer vacation, from and after June 15, the District shall post on the website and email all staff all new job listings and vacancies.
- Job listings will be forwarded or posted five (5) working days prior to the closing date for application.

ARTICLE 3: ASSOCIATION DUES CHECKOFF

- 3.1 Prior to September 1 of each school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall provide the District with written, or a copy of written, dues deduction authorizations that includes each employee's signature from bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each member. The Association shall also notify the District when a bargaining unit member elects to no longer have dues deducted, unless the employee provides written authorization to stop dues deduction(s). The District shall enact dues deduction changes on the pay period following a notification.
- 3.2 Dues deductions shall be made monthly in accordance with OSEA, state and local membership rates for each month the member works. Authorizations received after the 10th of the month will be activated the following month.
- 3.3 The District agrees to deduct from the salaries of its regular recognized members, authorized and/or verified by the member, OSEA dues including voluntary Association contributions.
- 3.4 Within ten (10) days after payroll is processed and employees are paid, the District shall send the Association a register of the OSEA dues, including voluntary Association contributions, deducted from each member's paycheck.
- 3.5 Within ten (10) days after payroll is processed and employees are paid, the District shall send to OSEA, in a single payment, the OSEA dues including voluntary Association contributions deducted for the month.
- In September, January and May of each year, the District shall provide to the OSEA Chapter President and the OSEA Director of Fiscal Operations at classified@osea.org, an Excel-compatible database of each employee in the bargaining unit (both active members and nonmembers) that includes the employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, home address, home phone number and personal email address.
 - Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire.
- 3.7 The District shall notify with a monthly payment report to the OSEA President and Field Representative whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off or resigns.
- 3.8 The Association agrees to indemnify, defend and hold the District harmless from employee or former-employee claims, orders, or judgements against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the

Association thirty (30)-day notice, in writing, of any claim; 2) and cooperating with the Association and its designated counsel in the defense of the claim. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. The Association shall reimburse the District for any and all costs associated with disputed dues and fees deductions. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

3.9 If at any time the terms of this Article are found to be in conflict with state or federal law, the parties will meet to bargain replacement language within ninety (90) days.

ARTICLE 4: ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1 The Association shall represent all classified employees in the School District within the bargaining unit equally and without discrimination.
- 4.2 The Association or committees of the Association shall be allowed the use of school rooms and other meeting rooms for association meetings after working hours under the same conditions as civic groups. In the event that it is necessary for an employee to take time off from work to attend such meetings, he/she will make up lost hours within five (5) working days at the discretion of the supervisor or administrator. Makeup time shall not be subject to overtime provisions.
- 4.3 The Association shall be allowed use of such office equipment as needed to provide duplicating and information to the employees, provided that such is not required by the District for regular purpose use and that the District is reimbursed for any costs incurred in such association use.
- 4.4 The Board shall provide the Association with bulletin board space for the use of the Association in communicating with employees. Such bulletin boards shall be available in each school and the administration office where employees are working.
- 4.5 The Association shall have the right to conduct meetings at workplace locations before and after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meetings do not interfere with the District's operations.
 - The Association shall have the right to conduct meetings without undue interference. The Association shall have the right to meet with new employees for one hour during New Staff Orientation and for one hour during the workday within 30 days after hire without loss of pay or benefits.
- 4.6 Association Chapter representatives will be allowed twenty (20) hours of time release to attend events outside of the District. The Association will cover the wages of the representatives on time release. Time release will be requested by the Chapter President at least one (1) week prior to use. No more than two (2) representatives may be absent related to these hours on any given workday.
 - Two (2) Association members, elected or appointed, shall be allowed time off without pay (two [2] days per year) from their regular school duties to attend meetings of interest to the Association. Such meetings will be scheduled so as not to interfere with normal school duties, whenever possible.
- 4.7 Whenever the presence of any representative of the Association or any employee is required during working hours in negotiations; grievance proceedings; unfair labor practice hearings or similar proceedings, he/she shall suffer no loss in pay. An

- employee's presence is required for purposes of negotiations if he/she is a member of the Association Bargaining Team. An employee's presence is required for the purposes of the remaining occurrences covered by this provision if he/she is called as a witness.
- 4.8 An unpaid leave of absence of up to two (2) years may be granted to any employee for the purpose of serving as an officer in the state Association or on its staff. Upon return from such leave, the employee will be placed at the same position on the Salary Schedule as he/she was when the leave was granted. Under no circumstances will the number of leaves exceed one per year within the District.
- 4.9 Upon request, an Association representative shall be allowed to make brief announcements during any faculty or other professional meeting. The Association shall have the opportunity to suggest items for the agenda.
 - The Association shall have the opportunity to suggest items for the School Board agenda.
- 4.10 The District shall provide the Association with a seniority list, which includes: date of hire, birth date, salary placement, endorsements, and building position October 15 of each school year. The District shall also provide a list of all employees awarded extended duty contracts and stipends, to include the length of the contract, and the amount being paid.
- 4.11 The Board agrees to furnish to the Association, in response to reasonable written requests, information which is of a public nature and/or required by law for the Association to function as bargaining representative.

ARTICLE 5: WORKWEEK

- 5.1 The workweek shall consist of four (4) or five (5) shifts, not to exceed forty (40) hours.
- 5.2 Eligible employees shall be compensated at the rate of one and one-half (1 ½) in the form of pay or compensatory time off at the discretion of the District in accordance with ORS 653.268 and the Fair Labor Standards Act for work under the following conditions (but not twice for the same hours):
 - A. All assigned work in excess of eight (8) hours on any scheduled workday, except as provided in a four-day/ten-hour (4/10) work schedule.
 - B. All assigned work in excess of forty (40) hours in any workweek.
 - If budget funds are not available for the payment of overtime, such overtime shall be allowed in compensatory time off subject to building needs as determined by the building supervisor at not less than one and one-half (1 1/2) times the number of hours worked as provided in A. and B. above.
 - C. Maximum accumulated compensatory time shall be two hundred forty (240) hours. An employee who has accumulated the maximum compensatory time shall be paid for any additional overtime worked until accumulated compensatory time falls below the maximum. All compensatory time not used at the end of the school year must be paid to the employee by the end of the fiscal year.
 - D. For the purpose of payment of overtime rates, the workweek begins on Monday and ends on Sunday.
 - E. Overtime shall be computed to the nearest quarter (1/4) hour. Overtime pay shall be based on the actual number of hours on duty per day except that two (2) hours of overtime will be guaranteed in instances where an employee is called back to work. For the purpose of computing overtime, all hours an employee actually works, plus paid holiday and paid leave hours shall be credited as time worked in computing total work period hours.

5.3 Filling of Vacancies

- A. When a vacancy or newly-created position occurs within the District in the bargaining unit, the District will post the job description and the established objective criteria for hiring.
- B. Employees who are part of that unit may bid for the open position. Employees within the District shall have priority consideration in the

- interview process if their application has been filed along with his/her up-to-date resume.
- C. An employee who was an applicant and not hired for a position may, upon written request, be given written reasons why he or she did not get the position. The written request for the aforementioned reasons must be made within five (5) working days after notification of denial.
- D. Employees interested in a temporary position (as defined in 1.1) performing summer work for the District will notify the District office by May 1st each year. Pay shall be commensurate with the duties as described in the Salary Schedule at least at Step 1. Classified employees submitting interest in summer work shall be considered as per 5.3, A. B. C. An employee assigned to work in a temporary position shall not be eligible for vacation or holiday pay as defined in Article 10, General Benefits. In the event an employee is assigned temporary summer work in the same classification as the employee's school year assignment, the employee shall be allowed holiday pay as provided in Article 10, Section 10.3.
- E. If the District determines that a current employee is the best applicant for the new position and is hired for the new position, then the employee will have at least fifteen (15) days to forty-five (45) days, or a mutually agreed upon shorter time to meet the required specifications of the new position. In the event the employee cannot meet the required specifications, or upon the employee's request, he or she shall return to his/her previous position.

ARTICLE 6: REDUCTION IN FORCE/RECALL

- 6.1 Seniority shall be defined as the total length of service within the District as per the first day of paid status in a regular position. Any unpaid leave which exceeds thirty (30) working days will not be counted toward seniority. Employees who are laid off as the result of a reduction in positions and who are subsequently reinstated shall retain seniority except for the period of lay off.
 - If two (2) or more employees subject to lay off have equal seniority, the determination as to who shall be laid off will be made on the basis of greater total length of service within the District as per the first day of paid status in a regular position or, if it is equal, then the determination shall be made by lot.
- In the event it becomes necessary to reduce the work force, employees shall be laid off in the inverse order in which they were hired within the job classification. When forces again increase, employees shall be returned in the inverse order in which they were laid off within the job classification.
- 6.3 Any employee being affected by a layoff may "bump" back into a previously held classification provided they hold greater seniority than the person being bumped.
- Any employee being affected by a layoff shall be assigned to any available vacancy for which the individual is qualified by in-district work experience or training, upon request of the employee.
- 6.5 An employee because of layoff choosing to bump into or return to a lower classification or lesser hours shall retain full recall rights.
- 6.6 If an employee is moving to a lower classification because of layoff the employee shall be placed on the salary schedule in the new classification at a rate that reflects the least decrease in salary possible.
- 6.7 Reduction in hours will be by seniority within classification with the least senior employee being first.
- 6.8 Recall Rights. An employee shall have recall rights for twenty-four (24) months from the actual date of his/her layoff. Recall rights shall automatically terminate twenty-four (24) months after the actual date of layoff. Whenever the District determines that a regular vacancy exists within a classification which has experienced a layoff (within the last twenty-four [24] months), laid-off employees from that classification will be recalled in reverse order of layoff unless the District determines that another laid-off employee has special or unusual qualifications and experience for the existing vacancy. Notice of recall shall be sent by certified mail to the last known address. A laid-off employee will have fourteen (14) calendar days from the date of mailing to respond to a recall notice. An employee's response shall be by certified mail. Failure to respond by

certified mail within fourteen (14) calendar days to any recall notice, failure to report to work as directed, or rejection of any position offered will cause a laid-off employee to forfeit all recall rights and if laid off shall be deemed to be a resignation; except an employee may decline one (1) recall and if he/she does decline, then the employee's recall right shall automatically terminate within the shorter period of twelve (12) months or the remainder of the original twenty-four (24) months from the date of declination whichever is less.

6.9 Opportunity to Apply for Posted Vacancies. During the period of time that an employee is on a recall list he/she shall be considered as an active employee for the purpose of bidding/applying on posted vacancies. It shall be the responsibility of the individual to obtain data on job vacancies.

ARTICLE 7: PERSONNEL RECORDS

- 7.1 The personnel records in the District office of any employee in the bargaining unit shall not have any information of a critical nature that does not bear the employee's signature or initials, indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and has refused to sign or initial such information.
- 7.2 Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel records. Removal from personnel file and destruction of said materials will be on or before August 1 of each calendar year for such materials which have been in the file at least three (3) years. If the letter of caution, consultation, warning, admonishment or reprimand has been issued for a matter regarding student safety (e.g. inappropriate contact with a student, degrading/negative/condescending comments to a student), then the letter shall remain permanently in the personnel file. This provision is subject to Oregon law.
- 7.3 The District will utilize a written evaluation procedure that will be presented as part of new employee orientation. The evaluation procedure may be uniform for all classified employees, or may be tailored to reflect the unique characteristics of each occupational classification.
- 7.4 A copy of the written evaluation, and, if necessary, supportive documentation, shall be presented to the employee at the time of the personal conference or within ten (10) days thereafter. One (1) copy is to be signed and retained by the administrator or supervisor, the other is to be retained by the employee. In the event that the employee wishes to comment on the evaluation, the employee may place written comments on the form or attach his or her comments to the form.

ARTICLE 8: SEPARABILITY OF PROVISIONS

- 8.1 In the event that any provision of this contract shall, at any time, be declared invalid by any court of competent jurisdiction, such decision should apply only to a specific article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect.
- 8.2 The parties agree that under the terms of Item 6 of the MOA of September 2019 regarding contracting out bargaining unit work, the MOA that was negotiated during the successor round of bargaining occurring during the spring of 2022 will sunset the 2019 MOA as of June 30, 2022 and will not continue from July 1, 2022 onward.

ARTICLE 9: SALARY

- 9.1 Salaries for classified employees in the bargaining unit shall be the same as indicated on the attached salary schedules (see Appendix A) and by this reference incorporated herein.
- 9.2 Employees shall advance one (1) step horizontally on the attached salary schedules on an annual basis, until the employee reaches the maximum step. The annual date for such advancement shall be July 1. Employees hired prior to February 1, of any school year, shall advance one (1) step on their salary schedule as of the following July 1. Employees hired subsequent to February 1 of any school year shall advance one (1) step on their salary schedule as of the second following July 1.
- 9.3 Changes in occupational position may require a change in salary schedule placement:
 - A. If an employee is involuntarily required to accept a reclassification to a lower paying position, except for cases involving disciplinary action or unsatisfactory service, the employee shall remain at the same salary. Cases involving disciplinary action or unsatisfactory service are subject to resolution through the provisions of Article 11. This provision shall not apply to Section 5.3 of this Agreement.
 - B. An employee temporarily assigned by the District to replace an absent employee who is in a higher classification shall be considered acting out of classification. Said employee shall be entitled to the rate of pay from the higher classification which is closer to his/her own rate of pay while still providing an increase equal at least to one (1) step.
- 9.4 When any new position not listed on the salary schedule is established, the District shall notify the Association of the proposed job description pay range. The Association will either accept the District-assigned wages or will notify the District of a demand to bargain wages for the new job description within ten (10) work days of receipt.
- 9.5 All employees' regularly working swing or graveyard shifts shall be allowed a thirty (30) minute paid lunch period in lieu of a shift differential.
- 9.6 All substitutes covered by this Agreement as per Article 1 will be paid at least the minimum starting salary for the position being substituted.
- 9.7 Initial Placement:

The administration will place newly hired employees on the appropriate salary schedule up to step 4 based on the employee's prior experience and according to the Oregon Pay Equity Law requirements.

Should a new employee warrant a step higher than step 4, the Superintendent will notify the Association's Chapter president or designee and supply the reasons.

9.8 PERS Pickup:

The salary plan for all employees shall include the following:

The District shall continue to pay as permitted by ORS 237.075 (now ORS 238.205) and House bill 2020, Sections 32-35 (2003), the six percent (6%) employee contribution for the Public Employee Retirement System for the employees then participating in the Public Employee Retirement System. Such payment of employee monthly contributions to the system shall continue for the life of this Agreement. Payment of the employee contribution shall also be applicable to employees who first began to participate in the system on and after September 1, 1979.

The full amount of required employee contributions paid by the District pursuant to ORS 237.075 and ORS 238.205 on behalf of employees shall be considered as "salary" within the meaning of ORS 237.003(8) and 238.005(20) for the purpose of computing an employee's "final average salary" within the meaning of ORS 237.003(12) and ORS 238.005(8) but shall not be considered as "salary" for the purposes of determining the amount of employee contribution required to be contributed pursuant to ORS 237.071 or ORS 238.200(1). Such paid employee contribution shall be credited to the employee accounts pursuant to ORS 237.071(2) and ORS 238.200(2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320 and the like renumbered statutes under ORS 238.

The amount of an employee contribution to the individual account program that is paid by the employer and is not deducted from the compensation of the employee, as provided under Section 34(1) and (2)(b) of House Bill 2020 (2003) shall not be considered as "salary" for purpose of computing an employee's "final average salary" within the meaning of House Bill 2020 Section 10 (2003) nor shall it be considered as "salary" for purposes of determining the amount of employee contribution required to be contributed pursuant to Section 32 of House Bill 2020 (2003). Such paid employee contributions shall be credited to the employee individual account program pursuant to Section 32 of House Bill 2020 (2003) and shall be considered an employee contribution for the purpose of Section 34 of House Bill 2020 (2003).

9.9 Salary Schedule:

Three (3)-year agreement July 1, 2022 through June 30, 2025:

For the 2022-23 year, employees will placed on the new 2022-23 salary schedule (Appendix A) at their appropriate step.

For the 2023-24 year, as reflected in Appendix A.

For the 2024-25 year, as reflected in Appendix A.

The wage and salary schedules are shown in Appendix A.

9.10 Secretaries:

School secretaries will start on an assigned day in August and end their services on an assigned day in June. Days to be worked during spring or winter vacation will be at the discretion of the principal. Additional time worked in the summer will be paid at the secretary's normal hourly rate of pay. The secretaries shall be given at least one (1) week notice of employer's intent to work them any additional time except in an emergency situation.

9.11 <u>Extra Duty Compensation:</u>

Classified employees will be paid at the same hourly extra duty rate as specified in the Pleasant Hill Education Association (PHEA) contract.

9.12 One-Time Longevity Stipend:

- After 10 years	One and one-half percent (1.5%) of annual salary or six hundred dollars (\$600), whichever is less
- After 15 years	Three percent (3%) of annual salary or eight hundred fifty dollars (\$850), whichever is less
- After 20 years	Four and one-half percent (4.5%) of annual salary or one thousand dollars (\$1000), whichever is less

Eligibility is measured from the date of an employee's hire into a regular (not substitute) position. A hire date prior to December 1 is required for the first year of employment to be counted as one (1) year.

To receive a longevity stipend, an employee must be employed in their regular position, not as a substitute or a retiree.

Stipends will be paid as part of the December paycheck in the year after an employee meets the longevity threshold.

ARTICLE 10: GENERAL BENEFITS

10.1 Twelve (12)-month employees will be allowed the following paid holidays as long as the holidays fall within their regular work period:

New Year's Day

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

Should any of the above holidays fall on a Saturday, eligible employees shall receive the preceding Friday as a paid holiday. Should any of the above holidays fall on a Sunday, eligible employees shall receive the following Monday as a paid holiday. If the employee is required to work, he or she will be paid for the day of work plus the holiday at the regular rate of pay. The school secretaries will be allowed the same holidays except Independence Day.

10.2 All other employees working thirty (30) regularly scheduled hours or more per week will be paid their regular daily rate of pay for the following holidays as long as the holidays fall within their regular work period:

Martin Luther King Jr. Day

Memorial Day

Thanksgiving Day

Day after Thanksgiving

Veteran's Day

All other employees working less than thirty (30) regularly scheduled hours will be paid their regular daily rate of pay for the following holidays as long as the holidays fall within their regular work period:

Martin Luther King Jr. Day

Memorial Day

Thanksgiving Day

- 10.3 Holiday pay shall be available to eligible employees who are on the payroll of the District at the time of the holiday. Paid holidays will count as days worked.
- 10.4 Vacations:

All full-time, twelve (12)-month employees in the bargaining unit shall be granted vacation time as follows:

- A. First (1st) year one (1) week
- B. Two (2) to five (5) years two (2) weeks

- C. After five (5) years two (2) weeks' vacation, plus one (1) additional day each year up to a total of three (3) weeks (e.g., six [6] years equals eleven [11] days of vacation).
- D. After ten (10) years four (4) weeks of vacation or an additional week's pay in lieu of a fourth (4th) week of vacation. (That is, such employees will, in each fifty-two [52]-week period, work forty-nine [49] weeks and be paid for fifty-three [53] weeks.) The extra week's pay will be paid as a bonus upon timely request with regard to payroll deadlines, by the employee or, if no such request is made, will be paid with the employee's last check of his or her work year. New employees, hired after July 1, shall receive a portion of one (1) week vacation prorated to June 30.

All twelve (12)-month employees in the bargaining unit shall be granted paid vacation time as follows:

Except for spring and winter vacation, employees eligible for vacation may schedule accrued vacation days during the school year with their supervisor on an as needed basis.

Vacation will not be allowed during the week before the start of school or during the week of high school graduation without the approval of management.

Employees eligible for summer vacation will sign up for vacation by May 1 on a sheet posted by the District. If the District denies vacation to an employee, the employee will be allowed a second choice which may not be denied.

10.5 Medical, Dental and Vision Insurance:

A. Employees working a minimum of six hundred (600) hours per year are eligible to receive the full district insurance contribution, which is prorated for the number of hours worked per week.

For the 2022-23 contract year and beginning October 1, 2022 for the insurance plan year, the District will provide each eligible employee one thousand two hundred seventy-seven dollars (\$1,277.00) for insurance coverage which is prorated for the number of hours worked per week.

For the 2023-24 contract year and beginning October 1, 2023, for the insurance plan year, the District will provide for each eligible employee one thousand two hundred eighty-seven dollars (\$1,287.00) for insurance coverage which is prorated for the number of hours worked per week.

For the 2024-25 contract year and beginning October 1, 2024, for the insurance plan year, the District will provide for each eligible employee one thousand two

hundred ninety-seven dollars (\$1,297.00) for insurance coverage which is prorated for the number of hours worked per week.

B. Opt Out or Waive of Medical Insurance Opt Out Benefit:

As of September 1, 2019, the District will allow bargaining unit members who can provide proof of primary group medical insurance from another source (subject to the rules and regulations of the Oregon Educator Benefits Board [OEBB] and if receiving compensation due to opt out, the Internal Revenue Service - state and federal), to opt out of the District Medical insurance program.

Employees who opt out of their medical insurance coverage shall be compensated each month for twenty-five percent (25%) of their district monthly insurance allocation, not to exceed two hundred and fifty dollars (\$250) per month.

Should an employee choose to opt out of the medical insurance but to enroll in vision and/or dental care policies, the amount of their district monthly insurance allocation shall be reduced by the actual cost of the selected vision and/or dental care policies before the twenty-five percent (25%) compensation is calculated, not to exceed two hundred and fifty dollars (\$250) per month.

The compensation will be paid as taxable income to the employee. After the District's payroll costs are deducted from the balance, any remaining benefit amount will be used to pay employees' current out of pocket premiums through the classified insurance pool as funds allow. A written guideline explanation shall be created by the Joint Insurance Committee and made available to members.

C. Joint Insurance Committee:

A Joint Insurance Committee shall be formed by October 1 of each year and shall include three (3) members designated by the Association and three (3) members designated by the District

The Joint Insurance Committee shall meet during or prior to the first full week of November each year at which time the District will report on the current year's classified insurance pool usage.

Should all classified out-of-pocket costs be covered during the year and unallocated funds remain, the balance will be moved to the classified insurance reserve account to offset future year's out-of-pocket premiums.

All available OEBB plans available in the area will be offered to bargaining unit members. The parties agree that any decision to alter the insurance plan design or to change insurance carriers must be agreed to by May 31 of the year in which the above stated changes are to be implemented. The parties have agreed to the May 31 date in an effort to ensure timely communication and implementation of

insurance plan design changes or to implement a change in insurance carrier prior to the open enrollment period which is normally held in September of each year.

10.6 Bereavement Leave:

Employees are granted five (5) days bereavement leave for each death in the immediate family - not to be subtracted from sick leave. The immediate family would be spouse, father, mother, brother, sister, son or daughter and like inlaws, grandmother, grandfather, other significant person responsible for the rearing of the employee, or a member of the immediate household whose official residence is the same as that of the employee.

10.7 Sick Leave with Pay:

A. In accordance with ORS 332.507, employees shall accrue sick leave benefits for absence from duty because of illness or injury. Each employee shall be granted sick leave at the rate of one (1) day for each month of regular scheduled work and not less than ten (10) days sick leave for each nine (9) months or more employed. Computations shall be based on a single day reporting schedule and the number of days reporting for payroll purposes. Sick leave shall be credited to the employee's account at the beginning of the fiscal year or at the time of employment on this basis. Employee unused sick leave shall be reported on their pay stub each payday. Unused sick leave shall accumulate without limit.

An employee whose term of illness extends through June 30 of any given fiscal year and at that time has not used up all accumulated sick leave shall continue to receive paychecks against prior year's accumulated sick leave. However, in these cases, such employee's sick leave shall not be credited for additional hours in the new fiscal year until he or she has returned to work. Upon employee's physical return to their assignment, prorated leave will be awarded.

When an employee is absent due to illness or injury compensable under state industrial accident laws, the employee may request to be paid the difference between the payment received from the Worker's Compensation Insurance Company and the employee's regular salary. In such instances, prorated charges will be made against accrued sick leave, to the limit of such accrued sick leave.

A certificate from the employee's attending physician or practitioner that the illness or injury prevents the employee from working shall not normally be required except after five (5) consecutive workdays of employee absence.

In compliance with ORS 237.153, the District will grant the application of fifty percent (50%) unused sick leave as a credit to retirement benefits for the classified employees.

For emergency school closures and delayed openings, an employee will have the option of using accrued sick leave up to the limit of two (2) days per year, or other available leave types (see Article 16.C).

B. Sick Leave Bank:

The Association can establish and manage a paid sick leave bank for employees. The purpose of the sick leave bank shall be to extend to those employees additional paid sick leave days should a long-term illness or injury exhaust the employee's accumulated sick leave. The Association shall establish rules and regulations to govern the sick leave bank which meet these conditions.

- 1. Employee's participation in the sick leave bank shall be voluntary.
- 2. The maximum annual contribution of paid sick leave days to the bank by an employee shall be two (2) days.
- 3. The maximum number of sick leave days in the bank shall be six hundred (600) days and can only be increased by mutual agreement of the District and the Association.
- Employees shall only be eligible for use of sick leave bank days after they have exhausted all their available individual sick leave and personal leave days.
- 5. Sick leave bank days shall only be used by employees who have a medical verification stating they are unable to perform their assigned responsibilities due to a long-term illness/injury.
- The maximum number of consecutive sick leave bank days an employee can use is thirty (30) days per illness or injury. An employee is not eligible for sick leave bank days if the employee is receiving compensation under Worker's Compensation, long-term disability, or PERS disability.
- 7. All paid sick leave days contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Such contributions are irrevocable and shall remain in the bank.
- 8. The Association shall provide the District a list of sick leave bank contributors and users and a copy of the established rules. The District will honor withdrawals from the sick leave bank upon proper certification by the Association.
- 9. The District and the Association shall work cooperatively to implement the sick leave bank.

10.8 Leaves of Absence without Pay:

Such leave may be granted at the discretion of the Board upon recommendation of the Superintendent.

- A. Leaves of absence other than medical will be granted only after three (3) consecutive years of service with the District and shall be for no more than one (1) year for each authorized leave. An attempt will be made to return the person to the same position or one of comparable status.
- B. No more than one (1) leave will be allowed in a five (5)-year period of employment in the District.
- C. Unpaid leave shall not be used for the purpose of pursuing other employment.
- D. Medical leave may be granted at any time with the approval of the Superintendent.

E. Parental Leave

Parental leave shall be granted to any employee, upon request, in accordance with ORS 659.360. Employees shall receive up to a one (1) year leave of absence without pay to care for a child as defined in ORS 659.360.

Except in case of emergency situation, any employee desiring a leave of absence shall make the request in writing to the Superintendent at least thirty (30) days prior to the beginning of the period for which the leave is to be requested.

An employee on leave is required to notify the Superintendent of his/her intent to return to his/her employment at least thirty (30) days in advance.

The Superintendent shall have the authority to grant short leaves of absence, with or without loss of pay, to any employee for any reason which the Superintendent deems is in the best interest of the school system.

The salary schedule status of all classified employees obtaining leaves of absence shall be unchanged upon the return to the staff.

10.9 Personal Leave:

A. Each classified employee in the bargaining unit shall be entitled to two (2) days paid personal leave per year. Said leave shall require no explanation and is accumulative to four (4) days.

Requests for personal leave shall be made to the supervisor with at least two (2) days advance notice. The two (2)-day notice provision shall be waived provided the leave is for an emergency and the general nature of the emergency is made known to the supervisor at the time of the request.

Personal leave shall be granted unless the request is not timely or the leave would result in the absence of more than two (2) people from a particular work unit on a given day.

B. At the end of each year, up to two (2) unused personal leave days can be "cashed in" for one hundred dollars (\$100) each, prorated according to each employee's FTE (e.g., an employee with a six [6]-hour assignment would be considered to work 0.75 FTE) and be eligible for a seventy-five dollar (\$75) payment, before payroll taxes are applied.

Employees must notify the District by May 25 of each year of their intent to "cash in" personal leave days. Payments will be made by June 30 of each year, unless otherwise agreed.

10.10 Court Appearances:

If an employee is called for jury duty, or is subpoenaed as a witness in a court case in which he/she personally is not involved, he/she will be entitled to reimbursement by the District at the straight-time hourly rate of his/her regular job, for the hours of work necessarily lost as a result of court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement. Procedure for "Return to Work:"

- A. Employees are required to report to work on any day when two (2) or more hours remain in a regular work schedule after court duty/obligations are met. They shall not receive pay for any hours not worked.
- Non-day-shift employees will not be required to report for work on any day that they have performed court duty for more than one-half (1/2) of an eight (8)-hour general court business day, provided such absence shall be without pay.
- C. Hours paid for court appearances: These hours will be counted as hours worked for the purposes of computing leave benefits and insurance contributions.

10.11 Physical Examinations:

The Pleasant Hill School District will pay the full cost of physical examinations for employees when such examinations are required by the District or state as a condition of employment. The District shall have the right to specify the physician(s) to be used. Employees wishing to use other than district specified physicians shall be reimbursed for the cost up to a limit of seventy-five dollars (\$75).

10.12 Rest Periods:

Each employee shall receive a fifteen (15)-minute break during each four (4)-hour period of consecutive service. Such break period shall be designated by the appropriate supervisor.

10.13 Lunch Periods:

Each employee working in excess of six (6) hours per day shall receive a duty-free lunch period (emergencies excepted) of at least one-half (1/2) and not more than one (1) hour. Such time as scheduled by the employee's supervisor, as nearly as

practicable to mid shift, shall be his/her lunch period. Such lunch period shall not be credited as time worked for any purpose. In emergency situations or upon mutual agreement of the employee and his/her supervisor, the employee may work a full shift without a lunch period.

10.14 <u>Tuition</u>:

Classified employees may be required by the District to attend training schools, workshops or courses of instruction. When such attendance is required, the Board will pay mileage expense and/or fees resulting from attendance of such schools.

The Board also agrees to pay full cost of fee of the course cost or fee of classes taken by classified employees to improve job efficiency or extend present job capabilities. The employee must have prior district approval and receive a passing grade for the course taken to be eligible for reimbursement. Each employee will be limited to two (2) courses, seminar, workshop, or other educational activity (not to exceed five [5] hours college credit) per contract year. The District shall pay for any new or renewed licenses or certificates, except a regular Oregon driver's license, that are required of employees to do the job. However, the District may require entry employees to have licenses or certificates as a condition of employment upon hiring.

ARTICLE 11: GRIEVANCE PROCEDURE

- 11.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operation of the school system. Meetings or discussions involving grievances or these procedures shall not interfere with job responsibilities of association members.
- 11.2 A grievance is a dispute over the interpretation, meaning or application of any of the provisions of this Agreement.
 - The aggrieved party is the party or parties making the claim; henceforth, the aggrieved party will be referred to as the party.
- 11.3 Grievances will be processed in the following manner and within the stated time limits:
 - Step 1 The aggrieved party shall promptly attempt to resolve the grievance informally between the employee and his or her principal and/or immediate supervisor. If the grievance is not resolved informally, it shall be reduced to writing by the party who shall submit it to the principal and/or immediate supervisor. If the party does not submit his/her grievance to the principal and/or immediate supervisor in writing in accordance with Step 1 within fifteen (15) working days after the facts upon which the grievance is based first occur or first become known, the grievance will be deemed waived. The principal and/or immediate supervisor will reply in writing to the aggrieved party with a copy to the Association within five (5) working days after receipt of the written grievance.
 - Step 2 If the grievance is not settled in Step 1 and the party wishes to appeal the grievance to Step 2, the party may file the grievance in writing to the Superintendent of schools within ten (10) working days after receipt of the principal's and/or immediate supervisor's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the fact upon which the grievance is based, the issues involved and the relief sought. The Superintendent or his/her representative shall review the grievance, arrange for necessary discussions and give a written answer to the party with a copy to the Association no later than ten (10) working days after receipt of the written grievance.
 - Step 3 Grievances not settled in Step 2 of the grievance procedure may be appealed to the School Board whose decision shall be rendered by the full Board and not later than the next two (2) regularly scheduled Board meetings.

Step 4 - If the grievance remains unresolved, the grievant shall submit the grievance set forth in Step 2 in writing to the Employment Relations Board (ERB) in accordance with the following procedures:

- A. A list of five (5) arbitrators from the ERB shall be jointly requested. The parties shall have five (5) working days from the receipt of the list to review the names prior to the striking process. The parties shall alternately strike one (1) name from the list until only one (1) name remains. The striking process shall be determined by lot. The one (1) remaining shall be the arbitrator. Within five (5) working days after striking names the person selected will be submitted to the ERB.
- B. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives. The arbitrator shall render a decision within thirty (30) calendar days from the date of the formal hearing. The decision of the arbitrator shall be final and binding on both parties.
- C Expenses for the arbitrator's service shall be borne equally by both parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representative and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

ARTICLE 12: DISCIPLINE AND DISMISSAL

12.1 Discipline:

No permanent employees will be disciplined in writing and/or reduced in rank or compensation without just cause.

12.2 Dismissal:

No permanent (non-probationary) employee will be dismissed without just cause.

12.3 Formal disciplinary actions will be managed in a confidential and professional manner so that employee privacy is maintained.

ARTICLE 13: FUNDING

13.1 The parties recognize that revenues needed to fund the provisions of this Agreement must be approved by established budget procedures, and in certain circumstances, by a vote of the electorate of the District.

This Agreement, therefore, is entered into contingent upon financial resources sufficient to fund the agreement. In the event such resources are not available, then all economic provisions of this Agreement shall be subject to renegotiation between the parties, upon written request for renegotiation being made by the District to the Association.

ARTICLE 14: ADMINISTRATIVE LIAISON

- 14.1 A group comprised of one (1) representative from each building will be appointed by the Association to meet with the Superintendent up to once per month, or as needed, as scheduled by the Union president, to review, discuss and, where possible, resolve current problems and practices and the administration of the Agreement.
- 14.2 Agenda items will be furnished by the Superintendent and the Committee and each party will supply the other with its agenda items at least forty-eight (48) hours prior to the meeting time. All agenda items will be discussed.

ARTICLE 15: REDUCTION IN STUDENT CONTACT/TEACHER IN-SERVICE DAYS

- 15.1 In the event that the Pleasant Hill School District makes the decision to reduce the number of student contact/teacher in-service days, the Association would agree to the loss/reduction in work days for classified employees given the District's acceptance of the following terms and conditions:
 - A. Except as necessary to cover special operational needs, all employees of the Pleasant Hill School District shall be subject to the same number of lost days of paid status.
 - B. Classified employees shall suffer no further loss of benefits as a result of the District's decision to reduce the number of instruction/in-service days. For example, if the District decides to reduce the instruction/in-service days by ten (10) days, all classified bargaining unit members shall continue to be eligible for the same number of sick leave days, vacation days and personal days under the terms of the current collective bargaining agreement. In addition, there shall be no reduction in employees' eligibility for insurance under Article 10.5 Medical, Dental and Vision Insurance. It is recognized that employees would not be paid for the eliminated days, so no PERS and FICA payments by the District on behalf of the employees would be made for those days.

ARTICLE 16: EMERGENCY SCHOOL CLOSURES AND DELAYED OPENINGS

16.1 Duty to Report

- A. When emergency conditions determine a necessity of school closure for students, all classified employees in the classification of Custodian, Cust/Maint 1/Grounds and Maintenance II/Grounds/Custodial are required to report for duty. Employees in the classification of Food Services, Educational Assistants, Special Educational Assistants, Network Support Building, Secretary and Library/Media Coordinator are not required to report for duty.
- B. Announcements not to report for duty via electronic communications to the employees shall constitute notification by the Superintendent or designee.
- C. Notice from Employees When conditions are such that it is impossible for an employee to reach his/her assigned workstation, the employee shall notify his/her immediate supervisor.
- D. Leave Time an employee who is unable to reach his/her work station will have the option of using personal leave, sick leave up to the limit of two (2) days per year, compensatory time or vacation time, if available, and if not made up by extending the work calendar. The use of sick leave shall be allowed for this purpose if it is permissible according to Oregon sick leave law.
- E. Show-up Pay Employees whose time for reporting for duty is before first notification is made not to report to work, and who, in fact, report to work, will be paid a minimum of one (1) hour, at the employee's rate of pay. Employees may be required to work all or a portion of the one (1) hour minimum at the District's discretion.
- F. All classified employees in the classification of Food Services, Educational Assistant, Special Educational Assistant, Secretary and Library/Media Coordinator who were not required to report for work on an emergency closure day will be required to make up the missed day(s) at the end of the school year if an additional work day is scheduled.
- G. Employees in the classification of Food Services, Educational Assistant, Special Educational Assistant, Secretary and Library/Media Coordinator who were not required to report for work may, with prior approval of the employee's direct supervisor, report for work. Employees shall provide their direct supervisor with a statement describing the work-related duties the employee intends to complete.

- H. Delayed openings Employees in the classification of Custodian, Cust/Maint
 1/Grounds and Maintenance II/Grounds/Custodial shall report at the employees' regularly scheduled report time.
- I. Employees in the classification of Food Services, Educational Assistant, Special Educational Assistant, Network Support Building, Secretary and Library/Media Coordinator shall report for duty based on the announced start time. The District may require employees to report for work prior to the announced start time. Employees shall be notified by his/her supervisor and shall be paid for all hours worked.
- J. Pay for Emergency School Closure All employees in the classifications of Food Services, Educational Assistant, Special Educational Assistant, Secretary and Library/Media Coordinator shall be paid at the employee's regular assignment and rate of pay for one (1) emergency school closure day per school year, if not made up by extending the work calendar.
- K. Employees in the classification of Custodian, Cust/Maint 1/Grounds and Maintenance II/Grounds/Custodial shall be provided with one (1) paid day off at the employee's regular assignment and rate of pay per fiscal year. The paid day off shall require prior approval from the employee's direct supervisor.
- L. Payroll Period Employees that are paid in equal monthly installments shall have the option of using personal leave or compensatory time, if available. Employees may, with approval of his/her direct supervisor, schedule an additional day of work equal to the time paid as a result of the District's decision to delay the opening of school or to close school.
- M. School closures and delayed openings that take place during a payroll period that results in employees receiving pay for hours not worked shall have the option of using personal leave, sick leave for up to two (2) days per year, compensatory time or shall, with supervisory approval, schedule work hours equal to the hours paid if not made up by extending the work calendar.

ARTICLE 17: DURATION AND TERMINATION/SIGNATURES

- 17.1 This Agreement shall be effective July 1, 2022, except for provisions having a designated different effective date, and shall remain in full force and effect through June 30, 2025. After ratification, this Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties. During the term of this Agreement, the Association and its members will not initiate, cause, permit, or participate or join in any strike, work stoppage, slow down, or any other concerted activity. The District shall not, as a result of a dispute with the Association, lock out members of the bargaining unit during the term of this Agreement.
- 17.2 Should either party wish to reopen this Agreement for the purpose of negotiating a successor agreement, then the party may do so by giving written notice to the other party before November 1, prior to the above-mentioned termination date, of its intention to terminate, amend, or modify the agreement.
- 17.3 The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate to collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. All terms and conditions of employment not covered by this contract shall continue to be subject to the Board's direction and control.

Executed the Z day of May , 2022 at the Pleasant Hill School District #1 by the undersigned representatives of the Pleasant Hill School District #1 Board of Education and the Oregon School Employees Association Pleasant Hill Chapter 36, AFT Local 6732.

For the Association:

OSEA Pleasant Hill Chapter 36 President

OSEA Field Representative

Date

For the District:

Pleasant Hill School District #1 Superintendent

Date

5/2/22

Pleasant Hill School District #1 Board Chair

Date

APPENDIX A

2022-23 CLASSIFIED SALARY SCHEDULE PLEASANT HILL SCHOOL DISTRICT NO. 1

Index Based on 1.045 per Step in Each Classification

	STEP 1	2	3	4	5	6
CUSTODIAN	\$15.75	\$16.46	\$17.20	\$17.97	\$18.78	\$19.63
CUST/MAINT I/GROUNDS	\$17.75	\$18.55	\$19.38	\$20.26	\$21.17	\$22.12
MAINTENANCE II/GROUNDS/CUSTODIAL	\$19.50	\$20.38	\$21.29	\$22.25	\$23.25	\$24.30
NETWORK SUPPORT - BUILDING	\$23.00	\$24.04	\$25.12	\$26.25	\$27.43	\$28.66
EDUCATIONAL ASSISTANT	\$15.50	\$16.20	\$16.93	\$17.69	\$18.48	\$19.32
SPECIAL ED EDUCATIONAL ASSISTANT	\$16.25	\$16.98	\$17.75	\$18.54	\$19.38	\$20.25
FOOD SERVICE	\$15.50	\$16.20	\$16.93	\$17.69	\$18.48	\$19.32
FOOD SERVICE COORDINATOR	\$16.00	\$16.72	\$17.47	\$18.26	\$19.08	\$19.94
LIBRARY/MEDIA COORDINATOR	\$16.00	\$16.72	\$17.47	\$18.26	\$19.08	\$19.94
SECRETARY	\$16.25	\$16.98	\$17.75	\$18.54	\$19.38	\$20.25
PROGRAM COORDINATOR	\$18.25	\$19.07	\$19.93	\$20.83	\$21.76	\$22.74
ACADEMIC / BEHAVIOR INTERVENTION A	ASST \$15.50	\$16.20	\$16.93	\$17.69	\$18.48	\$19.32

APPENDIX A

2023-24 CLASSIFIED SALARY SCHEDULE PLEASANT HILL SCHOOL DISTRICT NO. 1

Index Based on 1.045 per Step in Each Classification

STI	EP 1	2	3	4	5	6
CUSTODIAN	\$16.22	\$16.95	\$17.72	\$18.51	\$19.35	\$20.22
CUST/MAINT I/GROUNDS	\$18.28	\$19.11	\$19.96	\$20.86	\$21.80	\$22.78
MAINTENANCE II/GROUNDS/CUSTODIAL	\$20.09	\$20.99	\$21.93	\$22.92	\$23.95	\$25.03
NETWORK SUPPORT - BUILDING	\$23.69	\$24.76	\$25.87	\$27.03	\$28.25	\$29.52
EDUCATIONAL ASSISTANT	\$15.97	\$16.68	\$17.43	\$18.22	\$19.04	\$19.90
SPECIAL ED EDUCATIONAL ASSISTANT	\$16.74	\$17.49	\$18.28	\$19.10	\$19.96	\$20.86
FOOD SERVICE	\$15.97	\$16.68	\$17.43	\$18.22	\$19.04	\$19.90
FOOD SERVICE COORDINATOR	\$16.48	\$17.22	\$18.00	\$18.81	\$19.65	\$20.54
LIBRARY/MEDIA COORDINATOR	\$16.48	\$17.22	\$18.00	\$18.81	\$19.65	\$20.54
SECRETARY	\$16.74	\$17.49	\$18.28	\$19.10	\$19.96	\$20.86
PROGRAM COORDINATOR	\$18.80	\$19.64	\$20.53	\$21.45	\$22.42	\$23.43
ACADEMIC / BEHAVIOR INTERVENTION AS	ST \$15.97	\$16.68	\$17.43	\$18.22	\$19.04	\$19.90

APPENDIX A

2024-25 CLASSIFIED SALARY SCHEDULE PLEASANT HILL SCHOOL DISTRICT NO. 1

Index Based on 1.045 per Step in Each Classification

STE	P 1	2	3	4	5	6
CUSTODIAN	\$16.71	\$17.46	\$18.25	\$19.07	\$19.93	\$20.82
CUST/MAINT I/GROUNDS	\$18.83	\$19.68	\$20.56	\$21.49	\$22.46	\$23.47
MAINTENANCE II/GROUNDS/CUSTODIAL	\$20.69	\$21.62	\$22.59	\$23.61	\$24.67	\$25.78
NETWORK SUPPORT - BUILDING	\$24.40	\$25.50	\$26.65	\$27.85	\$29.10	\$30.41
EDUCATIONAL ASSISTANT	\$16.44	\$17.18	\$17.96	\$18.77	\$19.61	\$20.49
SPECIAL ED EDUCATIONAL ASSISTANT	\$17.24	\$18.02	\$18.83	\$19.67	\$20.56	\$21.48
FOOD SERVICE	\$16.44	\$17.18	\$17.96	\$18.77	\$19.61	\$20.49
FOOD SERVICE COORDINATOR	\$16.97	\$17.74	\$18.54	\$19.37	\$20.24	\$21.15
LIBRARY/MEDIA COORDINATOR	\$16.97	\$17.74	\$18.54	\$19.37	\$20.24	\$21.15
SECRETARY	\$17.24	\$18.02	\$18.83	\$19.67	\$20.56	\$21.48
PROGRAM COORDINATOR	\$19.36	\$20.23	\$21.14	\$22.09	\$23.09	\$24.13
ACADEMIC / BEHAVIOR INTERVENTION ASS	ST \$16.44	\$17.18	\$17.96	\$18.77	\$19.61	\$20.49