

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 9/27/2013

Via: Patrick Wussow, County Administrator

From: Patrick Wussow, County Administrator / Bobbie Danielson, HR Manager

Title of Item:

Ratify AFSCME HHS 2011-2012 and 2013-2014 Collective Bargaining Agreements

Requested Meeting Date: 10/08/2013 Est. Time: 5 Minutes

Presenter: Bobbie Danielson *Bobbie Danielson*

Type of Action Requested (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____
- Approve under Consent Agenda
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes _____ No _____ (attach explanation) *Patrick/budget detail
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)


- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) _____

Provide (1) copy of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. (If your packet contains colored copies, please provide (4) paper copies of supporting documentation as we do not have a color printer or copier.) Items WILL NOT be placed on the Board agenda unless complete documentation is provided for the Board packets.

AITKIN COUNTY HUMAN RESOURCES

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To: Aitkin County Commissioners
From: Patrick Wussow, County Administrator
Bobbie Danielson, HR Manager 
Date: September 27, 2013
Subject: AFSCME HHS 2011-2012 and 2013-2014 Collective Bargaining Agreements

Background Information

Aitkin County and the AFSCME HHS union have been in contract negotiations, followed by mediation, since November 22, 2010. The AFSCME HHS Agreement covers these job classifications: Office Support Specialist, Accounting Technician, Case Aide, Eligibility Worker (aka Financial Worker), Family Based Services Provider, Community Support Technician, Child Support Officer, and Social Worker (36 members, 9/27).

The contract has been updated to include changes summarized in the attached documents. Wages and insurance are highlighted below.

2011, 2012, and 2013 wages follow the pattern settlement at 0% general adjustment, plus steps for employees who are eligible to receive step increases. There will be zero increase to the overall pay scale in 2011, 2012, and 2013 over 2010 pay rates. Employees not already at the top of the 13-step pay scale who are due to receive a step increase will be eligible for step movement. 2014 wages include a \$0.45 per hour general increase, plus step increases for eligible employees. (16 employees are eligible for step movement in 2014.) All employees shall remain at their rate of pay at the end of year 2014, until a new Agreement is executed by the parties.

The employer continues to offer 3 BCBS health insurance plans - the VEBA 100, VEBA 80, and \$5k/\$10k HDHP. The formula for calculating the employer's contribution toward the total premium for group insurance was eliminated 12/31/2013 and replaced on 1/1/2014 with a monthly flat dollar contribution ranging from \$600 to \$675 per month for single or \$1,150 to \$1,250 per month for family, depending on the plan selected. For comparison, in 2013 the employer is paying up to \$656.50 per month for single or \$1,209.52 per month for family. In no event will the employer's contribution exceed the actual cost of the coverage. Any additional amount due shall be paid by the employee. In 2013, the employee pays \$0 for single coverage or \$224.98, \$482.98, or \$759.48 per month for family coverage, depending on the plan selected. In 2014, employees who select coverage on the VEBA 80 or HDHP will also receive additional dollars toward their VEBA/HSA account.

Action Requested

Motion to ratify the 2011-2012 and 2013-2014 AFSCME HHS collective bargaining agreements and authorize the Chairperson, County Administrator, and HR Manager to sign.

A G R E E M E N T

between

AITKIN COUNTY

and

**HEALTH & HUMAN SERVICES EMPLOYEES
AFSCME, AFL-CIO, LOCAL UNION #1283**

JANUARY 1, 2013 - DECEMBER 31, 2014

2013 – 2014 HEALTH & HUMAN SERVICES AGREEMENT

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2013 – 2014 HEALTH & HUMAN SERVICES AGREEMENT

This Agreement, entered into on January 1, 2013, between Aitkin County, hereinafter referred to as the "Employer", and Local Union No. 1283, American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), hereinafter referred to as the "Union".

ARTICLE 1 **PURPOSE OF AGREEMENT**

Section A.

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties hereto.

Section B.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement. As representative of the employees, the Union may process grievances through the grievance procedure including arbitration in accordance with this Agreement or adjust or settle the same.

ARTICLE 2 **DEFINITION OF PERMANENT EMPLOYEE**

The term "permanent employee", as used in this Agreement, shall mean an employee who has been employed by Aitkin County in the Health & Human Services Department and who works regularly full-time or regularly part-time and averages fourteen (14) or more hours per week and more than sixty-seven (67) working days per calendar year, and who has completed a probationary period.

ARTICLE 3 **RECOGNITION**

The Board hereby recognizes Local Union No. 1283, American Federation of State, County and Municipal Employees Council 65, AFL-CIO, as the exclusive representative of all employees of the Aitkin County Health & Human Services Department who are employed for fourteen (14) or more hours per week or for more than sixty-seven (67) working days per calendar year, excluding supervisory employees, confidential employees, the Director and Health & Human Services supervisors, for the purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment as per certification by the State Bureau of Mediation Services dated May 17, 1976, and unit 1 as defined in Case No. 76-PR-901A.

ARTICLE 4 **PAYROLL DEDUCTION, AUTHORIZATION AND PROCEDURES**

Section A.

In Recognition of the Union as the Exclusive Representative

Subd. 1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and

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administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Subd. 3. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues, in an electronic Excel format or via U.S. mail.

Section B.

Fair Share Fee. The Union may collect a Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sec. 179A.06, Subd. 3.

Section C.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section D.

If an employee desires to terminate deduction of Union dues from their payroll check, they shall notify in writing the Secretary of the Union and the Director of the Health & Human Services Department, thirty (30) days prior to this termination.

ARTICLE 5

HOURS OF WORK

Section A.

The normal work week for employees of this unit shall be eight (8) hours per day, forty (40) hours per week. The regular work day shall start at 8:00 a.m. and shall end at 4:30 p.m. allowing a half (1/2) hour lunch each day. The normal workdays shall be Monday through Friday. Flexible work schedules may be established with approval of the Department Head. Under management rights, the County Board, at any time, can define the working hours of departments.

Section B.

Overtime compensation will be based on status under the Fair Labor Standards Act. Non-exempt employees who are assigned by the Employer to work in excess of forty (40) hours in a work week shall be compensated for such overtime hours at the rate of one and one-half (1 ½) time the regular straight time rate of pay.

At the discretion of the Director, all employees shall be permitted compensatory time off for hours worked in excess of forty (40) hours in any one (1) week at the rate of time and one-half (1 ½) subject to the following provisions: a) employees must obtain prior approval from their supervisor for accrual of compensatory time off in lieu of overtime pay; b) use of compensatory time is subject to the prior approval of the employee's supervisor and the needs of the department; and c) the maximum compensatory time accrual shall be twenty-four (24) hours.

ARTICLE 6

PERSONAL LEAVE

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Full-time (probationary and non-probationary) employees shall be granted four (4) days (32 hours) paid personal leave each year, not to be accumulative. Personal days shall be granted on a pro-rated basis.

Part-time (probationary and non-probationary) employees employed 20 or more hours per week on average shall be entitled to personal leave on a pro-rated basis.

ARTICLE 7 HOLIDAYS

Section A.

All full-time employees (probationary and non-probationary) shall be entitled to the following paid eight (8) hour holidays:

New Year's Day	Fourth of July	Thanksgiving Day
Memorial Day	Christmas Day	Friday after Thanksgiving
Labor Day	Presidents Day	Veterans Day
Martin Luther King Day		

Part-time (probationary and non-probationary) employees employed 20 or more hours per week on average shall be entitled to holiday pay on a pro-rated basis.

Section B.

In the event that a holiday falls on a Sunday, the following Monday shall be the paid holiday; and, if any of these fall on a Saturday, the preceding Friday shall be the paid holiday or the day commonly celebrated. If a holiday falls during the employee's vacation, that day shall be paid as a holiday.

ARTICLE 8 VACATION

Section A.

Each full-time employee who has received permanent status shall receive an annual vacation with pay, based on a monthly accumulation of vacation days figured at a rate dependent on years of service with the Employer.

The following tables give these rates:

<u>Completed Years of Service</u>	<u>Rates of Accumulation of Vacation Days Per Month of Work</u>	<u>Working Days Employee May Earn as Vacation Per Year</u>
0 - 3	1	12 (96 hours)
3 - 5	1-1/4	15 (120 hours)
5 - 10	1-1/2	18 (144 hours)
10- 15	1-3/4	21 (168 hours)
15+	2	24 (192 hours)

Permanent part-time employees who are employed 20 or more hours per week on average shall be entitled to vacation pay on a pro-rated basis.

- a documented medical emergency occurs while an employee is on scheduled vacation time, they shall be

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allowed to switch the vacation to sick leave, with the Director's approval.

Section B.

A probationary employee, new to the Agency, shall accumulate vacation days at the rate of one (1) day (8 hours) per month, but may not use any of these days for vacation until has obtained permanent status. The employee in a trial period due to a transfer within the Agency shall be entitled to normal vacation accumulation and use.

Section C.

An employee may use accumulated vacation days as sick leave if the employee has exhausted their accumulated sick leave, upon request of the employee and approval of the Director.

Section D.

Employees may accumulate up to twenty-four (24) (192 hours) vacation days.

Section E.

Upon termination of employment, permanent employees shall be paid for any accumulated vacation credits, unless the employee is terminated for just cause.

ARTICLE 9

SICK LEAVE

Section A.

Sick leave with pay shall be granted to all full-time (probationary and non-probationary) employees at the rate of one (1) day (8 hours) per month of continuous employment and shall be allowed to accumulate any unused sick leave from year to year up to a total of one hundred twenty (120) days (960 hours). Employees begin earning sick leave as of the day of employment and may use sick leave during the probationary period.

Part-time (probationary and non-probationary) employees employed 20 or more hours per week on average shall be entitled to sick leave pay on a pro-rated basis.

Section B.

Sick leave is hereby defined to mean the absence of an employee because of illness of the employee or his/her spouse, parents, step parents, child(ren) or step child(ren) requiring the attendance of such employee. The Director may require a doctor's certificate to verify the employee's absence. In the case of attendance upon other members of an employee's household, prior approval of the Director is required.

On or after August 1, 2013, sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.

Section C.

An employee may use sick leave pursuant to the sick leave provision of the agreement during the period of physical disability. A statement from the employee's personal physician must be submitted to the department head concerning medical complication.

ARTICLE 10

FUNERAL LEAVE

Full-time (probationary and non-probationary) employees will be allowed a maximum of three (3) days (24 hours) leave without loss of pay when a death occurs in an employee's family, namely: husband, wife, son, daughter, step sibling, father, mother, sister, brother, sister in law, brother in law, father in law, mother in law,

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daughter in law, son in law, grandparents, grandchildren, step children and step parents. Two (2) additional days (16 hours) may be allowed if necessary subject to the approval of the Director. Additional time, if needed, may be allowed by the Health & Human Services Board, but such additional time in excess of five (5) days (40 hours) indicated above shall be charged against the employee's sick leave.

Part-time (probationary and non-probationary) employees employed 20 or more hours per week on average shall be entitled to funeral leave on a pro-rated basis.

If a need for funeral leave occurs while an employee is on a scheduled vacation or other paid leave, the terms and conditions stated above will take effect upon notification to the Director and the vacation time adjusted accordingly.

ARTICLE 11

SENIORITY

Section A.

All employees of the Aitkin County Health & Human Services Department covered by this Agreement shall be granted seniority standing. Three (3) seniority lists shall be maintained - one (1) for the professional staff; one (1) for the clerical staff; and one (1) for the support personnel. Standing is to be determined on the basis of total length of continuous employment in the Aitkin County Health & Human Services Department. All new employees permanently hired by the Board shall be on probation for a period of six (6) months, and upon successful completion of such probationary period, their seniority will revert to the first day of employment. During such six (6) months of employment, employees may be discharged by the Employer without cause, and no grievance may be filed for such termination. Employees probation may be extended for an additional period not to exceed three (3) months should the Director find it necessary.

Section B.

An employee shall lose seniority for the following reasons:

1. Voluntary quit.
2. Discharge for cause.
3. Layoff for longer than one (1) year.
4. Failure to return at the expiration of a leave of absence.
5. Absence more than one (1) year due to illness or serious injury. This may be extended by mutual agreement.

Section C.

In the event of a reduction of force or the elimination of position, the order of separation shall be based upon seniority and qualifications for the available positions. Any employee laid off shall be entitled to re-employment to a position for which they are qualified for a period not to exceed one (1) year.

In the event of a reduction of force or elimination of position, a senior laid-off employee may bump into any position, laterally or downward, held by the least senior employee, if the senior employee is qualified to perform the duties of that position.

Section D.

Seniority lists for three (3) classes of employees: (1) Clerical; (2) Support; (3) Professional, shall be updated and posted annually.

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Section E.

The job classification for each of the aforementioned classes of employees shall be as listed in Appendix A of this Agreement.

Section F.

Employees who transfer to a new position would serve a three (3) month trial period. During the trial period, either the employee or the County could request that the employee return to their previous position and rate of pay. The trial period may be extended one additional month by mutual agreement. Any employee filling a vacancy that the trial employee returns to shall also revert back to their former position and rate of pay. If the trial employee returns to their original position, the Employer may elect to re-post the vacancy or fill the position with the next qualified candidate from the original posting.

Section G.

Notices of all vacancies and newly created positions shall be posted on employee bulletin boards. The employees shall be given five (5) working days time in which to make application to fill such vacancy or newly created position.

ARTICLE 12

GRIEVANCE PROCEDURE

Section A. Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section B. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of such Union representatives and of their successors when so designated.

Section C. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section D. Grievances, as defined by Article 12, Section A, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within fifteen (15) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it

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is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within fifteen (15) working days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) working days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) working days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Union the Employer's answer in writing within five (5) working days after receipt of such Step 3 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 3 may be appealed to Step 4 within five (5) working days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 within five (5) working days shall be considered waived.

Step 4. If no settlement is reached in Step 3, the grievance shall be submitted to arbitration, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of an arbitrator within five (5) working days after submission of the grievance to arbitration, either party may then request of the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall enter and strike one name until one name remains. The last remaining individual shall be designated as arbitrator. The grieving party shall strike first. The hearing on the grievance will be held promptly by the arbitrator, and the decision shall be rendered within thirty (30) days of the date of hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

Section E. Arbitrator's Authority:

Subd. 1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue submitted.

Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the end of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall

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be shared equally.

Section F. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof in writing, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied and move the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union in writing.

Section G. Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 12 or a procedure such as: Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 12, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 12, or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making subsequent appeal through Step 4 of Article 12 except that with respect to statutes under the jurisdiction of the United States Equal Opportunity Employment Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 13

SAVINGS CLAUSE

In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, such provision shall be null and void and the parties may, if they mutually agree, negotiate language to replace the voided provision. All other provisions shall continue in full force and effect.

ARTICLE 14

WAGE ADMINISTRATION

Section A.

All new employees shall be on probation for a period of six (6) months, unless extended. Upon successful completion of the probationary period, that probational employee shall advance, to the next step of the pay scale according to the appropriate time interval. If the Director chooses to extend the employee's probationary period, they shall so inform the employee in writing of the specific reasons for such extension within fifteen (15) days. Should a promotional employee fail to successfully complete his/her trial period, he/she shall be allowed to return to his/her former position or to a similar position without loss of seniority standing and without serving another trial period.

Section B.

Whenever new employees are hired, the beginning salary shall be the probationary step for that classification. Whenever new employees are hired from other than in a local County promotional register, beginning salary shall be the probationary step in that classification, except comparable experience an/or qualifications may be recognized in which case the beginning salary may be set at the appropriate pay level allowing for the number of years experience at comparable employment.

Section C.

... an employee's salary currently exceeds their longevity step, their salary will be frozen until the pay scale

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catches up.

Section D.

An employee who is promoted to a higher paid classification would be compensated at the step of the higher class that gives them an increase of at least \$0.25 (twenty five cents), and puts them at least one step above the probation step. Thereafter, the employee would receive step increases on their classification anniversary date.

An employee who posts for a job at a lower classification pay rate or who exercises seniority preference into a lower classification would move to the lower classification at the same longevity step as their previous position.

An employee whose job classification is upgraded will be placed on the step in the new pay range that results in at least a \$0.75 per hour increase.

Section E.

Effective January 1, 2013, there will be a 0% general adjustment to the County compensation wage schedule. Each employee will receive their appropriate step increase (if applicable) and placement on their anniversary date. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

Effective January 1, 2014, there will be a \$0.45 per hour general adjustment to the County compensation wage schedule. Each employee will receive their appropriate step increase (if applicable) and placement on their anniversary date. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

All employees shall remain at their rate of pay at the expiration date of this Agreement until a new Agreement is executed by the parties.

ARTICLE 15

MANAGEMENT RIGHTS

Section A.

The employer retains the right to operate and manage all manpower facilities and equipment, to establish functions and programs, to set and amend budgets, to determine the utilization of technology, to establish and modify the organizational structure, to select, direct and determine the number of personnel, to determine whether to purchase or provide regular service, to establish and change work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

Section B.

Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate following written notification to the Union.

ARTICLE 16

GROUP INSURANCE

Section A(1). Effective 1/01/2013 – 12/31/2013

The base plan shall be VEBA 831 as per the Blue Cross Blue Shield quote dated September 2, 2004 for the year 2005. The County's portion of premiums shall be \$900.00 per month for family coverage. Any premium increase or savings is shared equally between the County and the employee for the family plan. The County's portion of premiums shall be up to \$666.84 per month for single coverage. At the point where single coverage

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exceeds \$666.84, premium increases shall be shared equally between the County and the employee.

The County shall make contributions to each eligible employee's VEBA 831 account in order to fund a portion of the deductible as follows:

	Single	Family
2013	\$1,000.00	\$2,000.00

All eligible employees hired after January 1, 2005 will receive a County VEBA contribution prorated on a quarterly basis for all quarters in which work is performed.

Effective January 1, 2013, the County's VEBA account contributions shall be made quarterly as part of the first warrant cycle of the quarter. In the event that an employee leaves employment for any reason other than death, the employee shall be required to reimburse the County for the VEBA contribution prorated on a quarterly basis for any full quarter that remains. The County shall have the right to deduct this amount from the employee's final paycheck.

If an employee has eligible expenses that exceed the County's year to date deductible contribution, the employee may request advance payment up to the remainder allocation for the plan year.

Section A(2). Group Health Insurance, VEBA, and HSA, Effective 1/01/2014 – 12/31/2014

The Employer agrees to offer a Group Health Insurance plan (BCBS) equivalent to existing coverage, subject to the provisions of this Article and limitations, benefit and conditions established by the contract with the insurance carrier. The aggregate value of benefits provided by the group health insurance contract for employees covered by this collective bargaining agreement shall not be reduced, unless the employer and union agree to a reduction in benefits.

The Employer shall contribute on behalf of eligible permanent and probationary employees working thirty (30) or more hours per week as follows:

Single coverage

Effective January 1, 2014, up to \$675.00 per month flat dollar contribution on the VEBA 100 plan.

Effective January 1, 2014, up to \$625.00 per month flat dollar contribution on the VEBA 80 plan.

Effective January 1, 2014, up to \$600.00 per month flat dollar contribution on the HDHP plan.

Family coverage

Effective January 1, 2014, up to \$1,250.00 per month flat dollar contribution on the VEBA 100 plan.

Effective January 1, 2014, up to \$1,200.00 per month flat dollar contribution on the VEBA 80 plan.

Effective January 1, 2014, up to \$1,150.00 per month flat dollar contribution on the HDHP plan.

The Employer's contribution shall not exceed the cost of the premium.

Effective January 1, 2014, the Employer shall make a contribution to each eligible employee's VEBA or HSA account in four (4) equal quarterly installments, in order to fund a portion of the deductible as follows:

2014 Contribution

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VEBA 100 Single	\$1,000.00
VEBA 100 Family	\$2,000.00
VEBA 80 Single	\$1,000.00
VEBA 80 Family	\$2,000.00
HDHP Single	\$1,000.00
HDHP Family	\$2,000.00

For employees who select coverage on either the VEBA 80 or the HDHP plan, the Employer will contribute additional dollars toward the VEBA/HSA in the following amounts:

- Single: \$36/month (\$432/year), in addition to the \$1,000 contribution provided above.
- Family: \$94/month (\$1,128/year), in addition to the \$2,000 contribution provided above.

Eligible employees will receive a quarterly VEBA or HSA contribution for all quarters in which the employee is in a compensated payroll status. For employees who separate from employment, the contribution will be calculated on a prorated basis by calendar day for partial quarters worked. The contributions shall be made quarterly as part of the first warrant cycle of the quarter.

The Employer shall be obligated to make only one (1) VEBA or HSA account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution on behalf of the employee.

Section B.

The County Board agrees to provide and pay for a life insurance policy of \$15,000 for all employees, and to provide life insurance coverage in the amount of \$10,000 for their spouses and dependents to age 19.

Section C.

Full-time permanent employees shall have the option to purchase long-term disability insurance at the employee's cost in accordance with the terms of the policy between the Employer and insurance carrier.

ARTICLE 17

FAMILY AND MEDICAL LEAVE

Section A.

Family and Medical Leave shall be granted in accordance with legal mandates and Aitkin County policy.

Section B.

The probationary period shall be extended by a period of time equal to the total number of duty days on leave.

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ARTICLE 18

DISCIPLINE

Section A.

Disciplinary action may be imposed upon a permanent employee only for just cause. Any disciplinary action imposed may be processed as a grievance through the regular grievance procedure as provided, except that oral reprimands may not be processed beyond Step 3 of the grievance procedure. Disciplinary action shall include only the following: (A) oral reprimand; (B) written reprimand; (C) suspension; (D) demotion; or (E) discharge.

The Employer shall not take disciplinary action against an employee unless the employee has been given the opportunity to have a Union representative present. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section B.

An employee may be temporarily suspended for just cause. The employee shall be notified of the reasons for the suspension, in writing, at the time of suspension. If the employee feels they have been suspended without just cause or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within ten (10) working days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full, partial, or no pay for any time lost as a result of the suspension.

An employee suspended for just cause shall accrue no benefits during that period.

Section C.

An employee shall be discharged only for just cause. An action to discharge an employee shall be taken by the appointing authority only after a hearing upon due notice, upon stated charges, in writing. The statement of charges and the notice of hearing shall be filed with the employee at least ten (10) working days in advance of the hearing. The employee and the Union shall have the right to present witnesses, introduce evidence and to examine witnesses and evidence during the period in which the hearing takes place, but his or her name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be reinstated with full, partial or no pay.

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ARTICLE 19

GENERAL PROVISIONS

Section A.

Employees may be permitted to attend Health & Human Services conferences or workshops provided that the Agency has adequate staff to provide the functions of the Agency as determined by the Health & Human Services Director. Employees must obtain prior approval of the Director.

Section B. Absence Due to Inclement Weather

As defined by county policy.

Section C. Mileage Reimbursement

Mileage allowance shall be paid to employees for authorized use of personal cars in connection with County business.

Section D. Unpaid Leave other than Family and Medical Leave:

Subd.1 The employee requesting a leave of absence up to thirty (30) calendar days, may apply for same in writing to the Department Head for consideration of their approval. The request shall include the length of leave requested and the reason for said leave. The Department Head shall approve or deny said request within five (5) working days of the request. Emergency requests shall be considered at the time received.

Subd.2 The employee requesting a leave of absence greater than thirty (30) calendar days may apply for same in writing to the County Administrator for consideration of their approval. The request shall include the length of leave requested and the reason for said leave.

Subd.3 Approval of leave of absence greater than thirty (30) days, may be considered at the next regularly held Board meeting after the leave of absence request is made so as to not jeopardize the employee's tenure under P.E.R.A.

Subd.4 Employees who are on an unpaid leave of absence shall receive no pay or benefits as apply to sick leave, holidays, vacations, etc., and shall accrue seniority for a period of thirty (30) calendar days only.

Subd.5 Temporary employees may be used to fill in for employees who are on a authorized leave of absence. Such employees shall be notified that the position they are filling is of a temporary nature and will cease upon the return of the individual who is on the leave of absence.

Subd.6 The probationary period shall be extended by a period of time equal to the total number of duty days on leave.

Section E. Liability

Aitkin County agrees to cover its employees with an error and omissions insurance policy.

Section F. Expenses

Aitkin County Health & Human Services will reimburse employees for necessary, reasonable, actual expenses incurred in the performance of their duties outside of Aitkin County except for conferences held within the County. Prior approval must be secured from the Director.

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Section G. Educational Tuition

The cost of participation in formalized course of study will be reimbursed to an employee who has permanent status in the amount equal to one-third (1/3) of the tuition cost, provided:

1. That the course is germane to the duties of the employee's job.
2. That the employee satisfactorily completes the course and receives either a "P" in a Pass/No Pass course, or a "B" in an A-F Course.
3. That the employee remains in the employment of Aitkin County for six (6) months following completion of the course.
4. That the course be recommended by the Director and approved by the Health & Human Services Board prior to taking the course.

Section H. Notice to Personnel File

Employees shall be notified of any entry to their personnel file.

Section I.

Jury Duty: Employees required to serve on jury duty shall be paid the difference between pay for such jury duty and their normal earnings for all full days absence. Employees shall keep expenses reimbursed to them by the court for jury duty services. If an employee is excused from jury duty after reporting and returning to work, they shall suffer no loss in pay for the day.

ARTICLE 20

TIME OFF FOR UNION ACTIVITIES

Section A.

An employee elected by the Union to represent such Union at International, State or District meetings which require absence from duty shall be granted the necessary time off to attend such meeting without pay and without discrimination and without loss of seniority rights or any other rights granted by the Health & Human Services Board.

<u>Type of Meeting</u>	<u>Number of Delegates</u>	<u>Maximum Time Allowed</u>
International	2	9 calendar days
State Federation	2	7 calendar days
State Council	3	2 calendar days
District	3	1 calendar day

Section B.

In the event that additional time off is necessary for these or other Union business, such additional time off may be granted subject to the approval of the Health & Human Services Board.

Section C.

The Health & Human Services Board will pay up to three (3) employees for the time spent in negotiations.

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ARTICLE 21

DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from January 1, 2013 until December 31, 2014, and from year to year thereafter unless either party hereto shall give written notice sixty (60) days prior to the annual expiration date of a desire to terminate or amend said Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this date.

BOARD OF COMMISSIONERS
AITKIN COUNTY HEALTH & HUMAN SERVICES AGENCY
COUNTY OF AITKIN, MINNESOTA

COUNTY OF AITKIN

Board Chair

County Administrator

Bobbie Jo Danula

Human Resources Manager

Date

LOCAL UNION NO. 1283
A.F.S.C.M.E., AFL-CIO

Ginger Thrasher 9/24/13

AFSCME Staff Representative

Pam Karowski

Chapter Chairperson

Date

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APPENDIX A

JOB CLASSIFICATIONS
as of January 1, 2013

<u>Department</u>	<u>Title</u>	<u>Job Class</u>
Clerical	Office Support Specialist	R
Support	Accounting Technician (aka Account Clerk)	P
	Case Aide	P
	Eligibility Worker (formerly called Eligibility Technician or Financial Worker)	P
	Family Based Services Provider	P
	Community Support Technician	P
	Child Support Officer	O
Professional	Social Worker	L

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APPENDIX B: 2013 Wage Schedule

	Start	6 Mnths	1 Year	2Years	3 Years	4 Years	6 Years	8 Years	10 Years	12 Years	16 Years	20 Years	24 Years	28 Years
		+6 Mnths	+6 Mnths	+1 yr	+1 yr	+1 yr	+2 yr	+2 yr	+2 yr	+2 yr	+4 yr	+4 yr	+4 yr	+4 yr
2013	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
G	\$ 32.69	\$ 34.22	\$ 35.80	\$ 37.46	\$ 39.20	\$ 41.02	\$ 42.92	\$ 44.92	\$ 47.00	\$ 49.18	\$ 51.47	\$ 53.85	\$ 56.34	\$ 58.97
H	\$ 30.60	\$ 32.01	\$ 33.50	\$ 35.05	\$ 36.69	\$ 38.39	\$ 40.17	\$ 42.02	\$ 43.98	\$ 46.03	\$ 48.16	\$ 50.41	\$ 52.75	\$ 55.20
I	\$ 27.12	\$ 28.37	\$ 29.69	\$ 31.09	\$ 32.52	\$ 34.01	\$ 35.63	\$ 37.26	\$ 38.99	\$ 40.80	\$ 42.69	\$ 44.68	\$ 46.75	\$ 48.91
J	\$ 23.68	\$ 24.76	\$ 25.89	\$ 27.12	\$ 28.37	\$ 29.66	\$ 31.06	\$ 32.51	\$ 34.01	\$ 35.61	\$ 37.24	\$ 38.98	\$ 40.79	\$ 42.68
K	\$ 21.01	\$ 21.97	\$ 23.00	\$ 24.08	\$ 25.19	\$ 26.37	\$ 27.58	\$ 28.84	\$ 30.19	\$ 31.59	\$ 33.05	\$ 34.59	\$ 36.18	\$ 37.87
L	\$ 19.00	\$ 19.89	\$ 20.82	\$ 21.79	\$ 22.79	\$ 23.84	\$ 24.97	\$ 26.12	\$ 27.34	\$ 28.61	\$ 29.94	\$ 31.32	\$ 32.77	\$ 34.30
M	\$ 17.19	\$ 17.99	\$ 18.83	\$ 19.69	\$ 20.62	\$ 21.56	\$ 22.57	\$ 23.61	\$ 24.71	\$ 25.85	\$ 27.04	\$ 28.31	\$ 29.62	\$ 31.00
N	\$ 15.71	\$ 16.43	\$ 17.19	\$ 17.99	\$ 18.83	\$ 19.69	\$ 20.62	\$ 21.56	\$ 22.57	\$ 23.62	\$ 24.71	\$ 25.85	\$ 27.04	\$ 28.31
O	\$ 14.48	\$ 15.13	\$ 15.83	\$ 16.58	\$ 17.35	\$ 18.15	\$ 18.98	\$ 19.87	\$ 20.79	\$ 21.77	\$ 22.77	\$ 23.82	\$ 24.95	\$ 26.10
P	\$ 13.34	\$ 13.95	\$ 14.58	\$ 15.27	\$ 15.98	\$ 16.70	\$ 17.48	\$ 18.30	\$ 19.16	\$ 20.04	\$ 20.98	\$ 21.94	\$ 22.96	\$ 24.02
Q	\$ 12.51	\$ 13.10	\$ 13.72	\$ 14.33	\$ 15.02	\$ 15.72	\$ 16.43	\$ 17.20	\$ 18.00	\$ 18.84	\$ 19.71	\$ 20.63	\$ 21.58	\$ 22.59
R	\$ 11.97	\$ 12.51	\$ 13.10	\$ 13.72	\$ 14.31	\$ 15.01	\$ 15.71	\$ 16.43	\$ 17.19	\$ 17.98	\$ 18.82	\$ 19.69	\$ 20.61	\$ 21.56
S	\$ 11.37	\$ 11.92	\$ 12.45	\$ 13.03	\$ 13.64	\$ 14.26	\$ 14.94	\$ 15.65	\$ 16.36	\$ 17.10	\$ 17.91	\$ 18.74	\$ 19.60	\$ 20.51
T	\$ 10.85	\$ 11.33	\$ 11.90	\$ 12.42	\$ 13.00	\$ 13.60	\$ 14.22	\$ 14.90	\$ 15.60	\$ 16.32	\$ 17.08	\$ 17.89	\$ 18.72	\$ 19.58
U	\$ 10.38	\$ 10.86	\$ 11.36	\$ 11.91	\$ 12.44	\$ 13.02	\$ 13.63	\$ 14.24	\$ 14.92	\$ 15.63	\$ 16.36	\$ 17.10	\$ 17.91	\$ 18.74
V	\$ 9.97	\$ 10.44	\$ 10.93	\$ 11.42	\$ 11.98	\$ 12.51	\$ 13.10	\$ 13.72	\$ 14.33	\$ 14.99	\$ 15.69	\$ 16.42	\$ 17.18	\$ 17.97
W	\$ 9.71	\$ 10.16	\$ 10.63	\$ 11.14	\$ 11.64	\$ 12.16	\$ 12.75	\$ 13.35	\$ 13.96	\$ 14.62	\$ 15.30	\$ 16.02	\$ 16.75	\$ 17.53

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APPENDIX C: 2014 Wage Schedule

	Start	6 Mnths	1 Year	2Years	3 Years	4 Years	6 Years	8 Years	10 Years	12 Years	16 Years	20 Years	24 Years	28 Years
		+6 Mnths	+6 Mnths	+1 yr	+1 yr	+1 yr	+2 yr	+2 yr	+2 yr	+2 yr	+4 yr	+4 yr	+4 yr	+4 yr
2014	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
G	\$ 33.14	\$ 34.67	\$ 36.25	\$ 37.91	\$ 39.65	\$ 41.47	\$ 43.37	\$ 45.37	\$ 47.45	\$ 49.63	\$ 51.92	\$ 54.30	\$ 56.79	\$ 59.42
H	\$ 31.05	\$ 32.46	\$ 33.95	\$ 35.50	\$ 37.14	\$ 38.84	\$ 40.62	\$ 42.47	\$ 44.43	\$ 46.48	\$ 48.61	\$ 50.86	\$ 53.20	\$ 55.65
I	\$ 27.57	\$ 28.82	\$ 30.14	\$ 31.54	\$ 32.97	\$ 34.46	\$ 36.08	\$ 37.71	\$ 39.44	\$ 41.25	\$ 43.14	\$ 45.13	\$ 47.20	\$ 49.36
J	\$ 24.13	\$ 25.21	\$ 26.34	\$ 27.57	\$ 28.82	\$ 30.11	\$ 31.51	\$ 32.96	\$ 34.46	\$ 36.06	\$ 37.69	\$ 39.43	\$ 41.24	\$ 43.13
K	\$ 21.46	\$ 22.42	\$ 23.45	\$ 24.53	\$ 25.64	\$ 26.82	\$ 28.03	\$ 29.29	\$ 30.64	\$ 32.04	\$ 33.50	\$ 35.04	\$ 36.63	\$ 38.32
L	\$ 19.45	\$ 20.34	\$ 21.27	\$ 22.24	\$ 23.24	\$ 24.29	\$ 25.42	\$ 26.57	\$ 27.79	\$ 29.06	\$ 30.39	\$ 31.77	\$ 33.22	\$ 34.75
M	\$ 17.64	\$ 18.44	\$ 19.28	\$ 20.14	\$ 21.07	\$ 22.01	\$ 23.02	\$ 24.06	\$ 25.16	\$ 26.30	\$ 27.49	\$ 28.76	\$ 30.07	\$ 31.45
N	\$ 16.16	\$ 16.88	\$ 17.64	\$ 18.44	\$ 19.28	\$ 20.14	\$ 21.07	\$ 22.01	\$ 23.02	\$ 24.07	\$ 25.16	\$ 26.30	\$ 27.49	\$ 28.76
O	\$ 14.93	\$ 15.58	\$ 16.28	\$ 17.03	\$ 17.80	\$ 18.60	\$ 19.43	\$ 20.32	\$ 21.24	\$ 22.22	\$ 23.22	\$ 24.27	\$ 25.40	\$ 26.55
P	\$ 13.79	\$ 14.40	\$ 15.03	\$ 15.72	\$ 16.43	\$ 17.15	\$ 17.93	\$ 18.75	\$ 19.61	\$ 20.49	\$ 21.43	\$ 22.39	\$ 23.41	\$ 24.47
Q	\$ 12.96	\$ 13.55	\$ 14.17	\$ 14.78	\$ 15.47	\$ 16.17	\$ 16.88	\$ 17.65	\$ 18.45	\$ 19.29	\$ 20.16	\$ 21.08	\$ 22.03	\$ 23.04
R	\$ 12.42	\$ 12.96	\$ 13.55	\$ 14.17	\$ 14.76	\$ 15.46	\$ 16.16	\$ 16.88	\$ 17.64	\$ 18.43	\$ 19.27	\$ 20.14	\$ 21.06	\$ 22.01
S	\$ 11.82	\$ 12.37	\$ 12.90	\$ 13.48	\$ 14.09	\$ 14.71	\$ 15.39	\$ 16.10	\$ 16.81	\$ 17.55	\$ 18.36	\$ 19.19	\$ 20.05	\$ 20.96
T	\$ 11.30	\$ 11.78	\$ 12.35	\$ 12.87	\$ 13.45	\$ 14.05	\$ 14.67	\$ 15.35	\$ 16.05	\$ 16.77	\$ 17.53	\$ 18.34	\$ 19.17	\$ 20.03
U	\$ 10.83	\$ 11.31	\$ 11.81	\$ 12.36	\$ 12.89	\$ 13.47	\$ 14.08	\$ 14.69	\$ 15.37	\$ 16.08	\$ 16.81	\$ 17.55	\$ 18.36	\$ 19.19
V	\$ 10.42	\$ 10.89	\$ 11.38	\$ 11.87	\$ 12.43	\$ 12.96	\$ 13.55	\$ 14.17	\$ 14.78	\$ 15.44	\$ 16.14	\$ 16.87	\$ 17.63	\$ 18.42
W	\$ 10.16	\$ 10.61	\$ 11.08	\$ 11.59	\$ 12.09	\$ 12.61	\$ 13.20	\$ 13.80	\$ 14.41	\$ 15.07	\$ 15.75	\$ 16.47	\$ 17.20	\$ 17.98