

# LABOR AGREEMENT

between

COUNTY OF RICE

and

AFSCME COUNCIL 65,  
LOCAL NO. 2439-6 RICE COUNTY  
ASSISTANT ATTORNEYS



EFFECTIVE SEPTEMBER 4, 2019 THROUGH DECEMBER 31, 2021

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## **ARTICLE 1. AGREEMENT AND PURPOSE:**

### 1.1 Agreement

This Agreement is entered into between the County of Rice, hereinafter called the Employer, and the American Federation of State, County, and Municipal Employees, Council 65, Local No. 2439-6 hereinafter called the Union.

### 1.2 Purpose

This Agreement is entered into by the parties for the general purpose of promoting the mutual interests of the County, and its employees to maintain cooperation and understanding between the parties; improve employee efficiency and improve the quality of services rendered to the County and the public; establish certain hours, wages and other conditions of employment; establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or other application. In the spirit of existing harmonious relations, the parties to this Agreement shall cooperate fully to secure the advancement and achievement of these purposes.

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## **ARTICLE 2. RECOGNITION AND REPRESENTATION**

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statute, (Section 179A.03, subd. 14) for:

All essential employees of the Rice County Attorney's office, who are public employees within the meaning of Minn. Stat.179A.03, subd. 14, excluding the County Attorney, supervisory, and confidential employees.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

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### ARTICLE 3. DEFINITIONS

The words defined in this Article shall have the meaning indicated herein for purposes of this Agreement, unless the context clearly indicates otherwise.

- 3.1 BOARD: The Board of County Commissioners of Rice County.
- 3.2 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.3 EMPLOYER: The County of Rice.
- 3.4 REGULAR EMPLOYEE: An employee who has completed the required probationary period for newly hired or rehired employees in a position in the bargaining unit that is not of a temporary nature.
- 3.5 FULL-TIME EMPLOYEE: Any public employee hired to fill a position in the bargaining unit based on a forty (40) hour workweek.
- 3.6 PART-TIME EMPLOYEE: Any public employee hired to fill a position in the bargaining unit based on a workweek of less than forty (40) hours.
- 3.7 UNION: The American Federation of State, County and Municipal Employees, Council No. 65, Local No. 2439-6.
- 3.8 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Council No. 65, Local No. 2439-6.
- 3.9 PROBATIONARY PERIODS: The first twelve (12) months actually worked. The probationary period may be extended by the EMPLOYER for an additional 1040 hours upon notice to the Employee and UNION. Leave time off beyond sick leave, vacation and holidays under this agreement shall not be counted towards the probationary period.
- 3.10 DAYS: Unless otherwise indicated, means calendar days.
- 3.11 CONTINUOUS SERVICE: Unceasing employment from last date of hire, including approved leaves of absence and periods of layoff unless:
- (i) The Employee accepts another position while on a leave of absence;
  - (ii) The Employee fails to accept recall from layoff;
  - (iii) The Employee accepts a position outside the bargaining unit.

In such cases the employee's continuous services shall end.

- 3.12 LAYOFF: Separation from service with the EMPLOYER, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other

behavioral considerations.

- 3.13 GOOD STANDING: An employee eligible for rehire and eligible to receive all accrued benefits upon voluntary resignation.

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#### **ARTICLE 4. EMPLOYER SECURITY**

- 4.1 The Union agrees that during the life of this Agreement neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will cause, encourage, participate in or support any strike, slow down, mass absenteeism, mass resignation, or other interruption of or interference with the normal functions of the Employer. In the event that an employee violates this Article, the Union, including officers and stewards, shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

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## **ARTICLE 5. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the right to operate and manage all facilities and equipment; to establish work schedules (which may include flex time and job share opportunities); 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 transfer personnel; to contract with vendors and others for good and/or services and it does not subvert the Agreement between the parties; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment Labor Relations Act of 1971, as amended.
- 5.2 The Employer retains the right to subcontract work performed by members of the bargaining unit. The Employer agrees to provide notice to the Union and to meet and confer regarding the impacts of such subcontracting before it shall be implemented.
- 5.3 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

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## ARTICLE 6. UNION SECURITY

- 6.1 Dues Deduction: In recognition of the Union, as the exclusive representative, the Employer shall:
- a. Deduct from the wages of employees who authorize such deduction in writing, with a copy provided to the employer, such dues as established by the Union. Such dues shall be remitted as directed by the Union.
  - b. Remit such dues deductions to the appropriate designated officer of the Union.
- 6.2 Designation of Stewards: The Union may designate not more than two (2) employees from the bargaining unit to act as stewards, and no more than one to act as alternate steward. The Union shall inform the employer, in writing, of such choice.
- 6.3 New Employees: The Employer agree to notify the Union of any new employee and step placement within five (5) business after employment commences.
- 6.4 The Union, in the responsibility of the exclusive representative of employees, represents all employees without discrimination, interference, restraint, or coercion.
- 6.5 Hold Harmless Clause: 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 any action taken or not taken by the Employer, under the provision of this Article.
- 6.6 Bulletin Board: The Employer agrees to allow the Union to use designated bulletin boards and County email for the purpose of posting notices of Union meetings, Union election, Union election returns, Union appointments of office, and Union recreational and social affairs and other items specifically approved by the Employer. The Union agrees to limit the posting of such notices to designated locations. The Union specifically agrees that no notices of a political, inflammatory or derogatory nature shall be posted.
- 6.7 Notices: Communications to the Union shall be directed to AFSCME Council 65.
- 6.8 The Union agrees there shall be no solicitation for membership; signing up of members; collection of initiation fees, dues, fines, or assessments; meetings; or other Union activities on the Employer's time. The Union will schedule use of the Employer's premises or facilities for Union business through the appropriate scheduler, subject to availability on non-work time.
- 6.9 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Union against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union.

## ARTICLE 7. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

### 7.1 Definition of a Grievance.

A grievance is defined as a dispute or disagreement raised by an Employee(s) against the EMPLOYER as to the interpretation or application of the specific terms and conditions of this Agreement.

The written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date and time (if known) the alleged violation took place, and the specific section of the Agreement alleged to have been violated. All grievances shall be signed and dated by the grievant(s).

### 7.2 Union Representative.

The Employer will recognize the Union business representative, stewards and alternate steward designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union business representative, stewards and alternate steward and their successors when so designated, as provided by Section 6.2 of this Agreement.

### 7.3 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 a Union steward shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the steward 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 of the Employer.

### 7.4 Procedure.

Grievances, as defined in Section 7.1, 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 fourteen (14) calendar days after such alleged violation has occurred, present such written grievance as set forth above to the employee's supervisor as designated by the County Attorney. The Supervisor will give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be in writing as set forth above and shall be appealed to Step 2 within ten (10) calendar days after the designated Supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

**STEP 2.** If appealed, the written grievance shall be presented by the Union and discussed with the County Attorney or designee. The County Attorney or designee shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the County Attorney's or designee's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days of when the Step 2 answer is due shall be considered waived.

**STEP 3.** If appealed, the written grievance shall be presented by the Union and discussed with the County Administrator. The County Administrator shall give the Union the Employer's Step 3 answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the County Administrator's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**STEP 4.** A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. Failure to select an arbitrator within ninety (90) days of the employer's answer in Step 3, shall be considered a "waiver" of the grievance unless the delay in selection is caused by the employer, or the delay is mutually agreed upon by the parties in writing.

7.5 Arbitrator Authority.

- a. 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 not so submitted.
- b. 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 close of the hearing.
- c. 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 be shared equally.

7.6 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

extension thereof agreed to in writing by the Union and the County Administrator, 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 grievance is deemed to have been denied. The time limits in each step may be extended by mutual written agreement of the Employer and the Union in each step.

- 7.7 Choice of Remedy. If as a result of the written Employer response in Step 3, the grievance remains unresolved and if the grievances involve 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 VII or a procedure such as: Veteran's Preference or Civil Service. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article VII or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

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## **ARTICLE 8. PROFESSIONALS**

- 8.1 The Employer agrees that no employee shall be compelled to perform services that are contrary to the Minnesota Lawyers Rules of Professional Responsibility (L.R.P.R). Employees recognize and agree that pursuant to L.R.P.R. that they do not violate the rules by acting in accordance with a supervisory lawyer's reasonable resolution of an arguable question of professional duty. They further agree that they will consult with their supervisors regarding any concerns with respect to any professional duty under the rules that arise in the course of their employment.

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## ARTICLE 9. DISCIPLINE

- 9.1 The EMPLOYER will discipline employees only for just cause. Discipline will be in one or more of the following forms, as appropriate to the circumstances: oral reprimand, written reprimand, suspension, demotion, or discharge. The foregoing is not meant to imply a sequence of events:
- Oral reprimand;
  - Written reprimand;
  - Suspension;
  - Demotion; or
  - Discharge
- 9.2 Suspensions, demotions and discharges will be in written form. A copy shall be provided to the employee and, upon written consent of the employee, a copy shall be provided to the Union.
- 9.3 Employees may examine their own individual personnel files at reasonable times under the direct supervision of an employee of Human Resources.
- 9.4 Upon request, employees shall have the right to be represented by the Union at any questioning of an employee concerning investigation for disciplinary action or at any meeting at which discipline is presented to the employee.
- 9.5 Grievances of suspensions, and terminations shall be initiated by the Union at Step 3 of the Grievance Procedure, under Article VII.

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## ARTICLE 10. SENIORITY

### 10.1 Definitions

- a. Seniority shall be defined as the amount of unceasing employment within this bargaining unit in a job classification covered by this Agreement.
- b. There shall be no breaks in seniority for leaves of absences without pay up to and including thirty (30) days, excluding leaves for FMLA, medical, parental, or military reasons.

### 10.2 Probationary Period.

New Employees shall be added to the seniority list upon completion of their probationary period. Seniority will revert to the latter of the first day of employment or the date of rehire.

- 10.3 The Employer shall post and furnish the Union a copy of the seniority roster annually.

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## **ARTICLE 11. LAYOFFS & RECALL**

### **11.1 Seniority**

Seniority within the bargaining unit shall govern in layoff and recalling employees. Layoff shall be with the most junior employee laid off first and recalled last.

### **11.2 Leave Benefits on Layoff**

If an employee is recalled prior to the employee's accumulated leave benefits being paid, the employee's leave benefits balance at time of layoff shall be reinstated. This reinstatement will not occur if severance has been paid to the employee.

### **11.3 Recall Period**

Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. The Employer shall not hire new employees in the bargaining unit position as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and who are willing to be recalled to said classification.

### **11.4 Recall Notice**

Employees who are eligible for recall shall be given seven (7) calendar days written notice of recall sent to the employee via mail with a copy to the Union. The employee must notify the Employer of his/her intention to return within five (5) working days after receiving written notice of recall. The employee must be willing to report and to return to work within ten (10) working days following receipt of the written notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing and emailing the written recall notice to the employee at the employee's last known mailing and email address. An employee will be deemed to have received notice three days after the mailing and emailing of the notice. The Employer shall be deemed to have fulfilled its obligations by mailing the written recall notice to the employee at the employee's last known address with an affidavit of service by mail and by sending the notice to the employee's last known personal email address. It is the obligation and responsibility of the employee to provide the employer with his/her latest mailing address and personal email address.

11.5 An employee on layoff who is returned to work under the provisions of this section shall return at the same wage step that he/she was receiving at the time of the layoff.

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## ARTICLE 12. APPOINTMENT

12.1 The Employer will post and advertise all vacant positions.

12.2 Hiring

All newly hired employees will be credited with the appropriate years of attorney experience and have the necessary skills and abilities as determined by the employer.

12.3 Employees in the position of Attorney II as of January 1, 2021 shall be grandfathered in the current grade 17 for Attorney II and continue to receive steps and wage increases pursuant to § 15.2. All other bargaining unit employees employed as of January 1, 2021 shall be placed in the position of Assistant County Attorney, Grade 16, effective January 10, 2021 in accordance with County Personnel Policies. Thereafter, newly hired bargaining unit employees will be placed in the position of Assistant County Attorney, Grade 16, based upon years of relevant attorney experience.

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### **ARTICLE 13. PROBATIONARY PERIOD**

- 13.1 Newly hired employees shall serve an initial probationary period of twelve (12) months. The employer may terminate an initial hire probationary employee any time during the probationary period as the employer sees fit, in its sole discretion.
- 13.2 Upon completion of probationary period, new or rehired employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment to a regular position in the bargaining unit.
- 13.3 Benefits shall accrue based on date of initial employment or rehire.
- 13.4 During the first six (6) months of the employee's probationary period, employees earn, but may not use vacation; an employee may use sick leave at any time during the probationary period if earned.

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## **ARTICLE 14. LEGAL PROTECTION**

- 14.1 The Employer and the Union agree that nothing in this Agreement shall limit or impair the rights of covered employees under the laws of the United States or the State of Minnesota.

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## ARTICLE 15. PAY PLAN

### 15.1 Wages

Effective the first full pay period following January 1, 2020 the salary schedule shall be increased by 2.5%. The unit member would then get an anniversary step on the member's regular anniversary date.

Effective the first full pay period following January 1, 2021 the salary schedule shall be increased by 1.5%, and effective the first full pay period following July 1, 2021 increased by 1.5% on the salary schedule, plus steps on the employee's applicable anniversary date.

The pay rates applicable to personnel covered by this Agreement during its duration are set forth in Appendix A, which is attached hereto and incorporated as a part hereof. Annual wage adjustments are made in the first full pay period of the year.

- 15.2 Employees shall be eligible for consideration of a step increase following the anniversary date of hire. Employees will only receive a scheduled step increase upon satisfactory evaluation. Failure of the Employee's Supervisor to complete an evaluation within 90 days of the anniversary date, shall be deemed as a satisfactory evaluation, so long as the delay is not caused by the employee. Approved step increases for eligible employees shall become effective the first full pay period following the employee's applicable anniversary date.

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## **ARTICLE 16. MEMBERSHIPS/CLE**

- 16.1 The Rice County Attorney's Office encourages its employees to become active members of local, state, and national bar associations as well as national and state law- related organization or committees whose goals and objectives are consistent with those of the Attorney's Office. Employees who are officers or committee members of such organizations may seek approval of their supervisor to attend the meetings of those organizations when they occur during regular business hours, but such approval is subject to staffing considerations. During business hours, such meetings may be limited to phone participation because of travel time.
- 16.2 Employer shall pay for pre-approved CLE credits up to an average of 15 per attorney per calendar year, and additional CLE credits as directed by the County Attorney.
- 16.3 The County shall pay for membership in the Minnesota State Bar Association, the National District Attorney's Association, the 5<sup>th</sup> District Bar Association, and one membership in one section of the bar association. Employees seeking to join more than one section may request an additional section, which may be granted at the discretion of the County Attorney.
- 16.4 The Employer shall pay the annual cost of the Minnesota attorney licensure.

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## ARTICLE 17. WORK WEEK

- 17.1 The normal work week for full-time employees shall consist of a minimum of forty (40) hours in a work week.
- 17.2 The normal workday and normal work shift shall consist of eight (8) consecutive hours not including an unpaid lunch period. Bargaining unit members may select either one (1) unpaid thirty (30) minute or unpaid sixty (60) minute lunch period per day.
- 17.3 All employees shall be granted a fifteen (15) minute rest period during each one-half (½) shift.
- 17.4 Flex Time.

The employee and supervisor may agree to allow the employee to flex the employee's work hours during the course of a pay period due to work demands or to accommodate the schedule of the employee on an occasional basis.

- 17.5 On-Call.

Employees shall be compensated \$175 each week that the employee is assigned to on-call weekly coverage. This amount shall be pro-rated for partial weeks. Attorneys can negotiate amongst themselves if there needs to be any switches made with approval of their immediate supervisor. The Supervisor or Department Head may elect to assume on-call weekly coverage.

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## **ARTICLE 18. ADMINISTRATIVE STRAIGHT TIME BANK**

- 18.1 For hours actually worked over eighty (80) hours in a pay period, and flexing time is not possible, an employee may be able to accrue the additional hours worked in an Administrative Straight Time Bank (AST). The AST hours must be authorized in advance or pursuant to a Department policy on AST use, and only at the discretion of the Department Head or designee. No more than a maximum of forty (40) hours may be accumulated in the Administrative Straight Time Bank. Using the accrued AST hours must be approved in advance by the Department Head or designee.
- 18.2 The Administrative Straight Time banked hours will not be paid out when an employee separates from employment. It is intended to recognize and give needed time off to employees who work a significant amount of time beyond the expectation of their Department Head or designee without the opportunity to flex their schedules.

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## **ARTICLE 19. TRAVEL AND MEALS**

- 19.1 Employees using personal vehicles on County business are reimbursed at the rate per mile established by the Federal Internal Revenue Service. This amount is expected to compensate for all costs including insurance.
- 19.2 Meal reimbursement for workshops, meetings and travel outside the County, when receipts are provided, shall be at the rates established by the County Board.
- 19.3 Time spent traveling to conferences/training by employees shall be subject to County Policy.

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## ARTICLE 20. LEAVES OF ABSENCE

### 20.1 Sick Leave

Sick leave with pay shall be earned by each employee at the rate of one (1) working day for each full month of service. Unused sick leave to an employee's credit may be accumulated from year-to-year to a total of one hundred (100) days.

### 20.2 Immediate Family

For the purpose of this Article, immediate family is defined as the employee's spouse, children, stepchildren (of any age), parents, step-parents, brother, sister, mother-in-law, father-in-law, grandchild or grandparent.

### 20.3 Employees may use their accrued sick leave for the following:

- a. Illness or medical appointment of employee or a member of his/her immediate family.
- b. An employee may use sick leave for his/herself or his/her immediate family as safety leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in M.S. 181.9413. Use of safety leave for an immediate family member shall not exceed 160 hours in a twelve (12) month period.
- c. Temporary physical disability of the employee causing absence from work.

### 20.4 The Employer may require a doctor's certificate when an employee has been absent for three (3) consecutive days due to illness or injury whenever sick leave is requested under Section 20.3, or when a pattern of absence due to illness or injury warrants. Doctor's certificates are to be submitted to Human Resources.

### 20.5 An employee must report promptly to the employee's direct supervisor the need for any absence from work.

### 20.6 Permanent part-time employees shall receive sick leave on a pro-rata basis.

### 20.7 An employee, at his/her option may cash-in up to twenty (20) days of accrued sick leave each year, at a time designated by the Employer, for cash in accordance with the following:

- a. Each two (2) days of sick leave shall equal one (1) day of pay.
- b. The employee may roll the pay into a qualified deferred annuity.
- c. The employee cannot cash in sick days to reduce his/her sick leave bank below twenty-four (24) days.

d. Up to five (5) days of pay under A may be converted into vacation hours.

20.8 Sick leave may be used for death in the immediate family, as defined in 20.2 provided:

- a. Sick leave of up to five (5) days in each instance is allowed in the event of a death of a member of the employee's immediate family for purposes of bereavement;
- b. If an employee requires additional time off of work due to the death of a member of his or her immediate family, that employee may request to use vacation time or take an unpaid leave. The Employer or designee has the sole discretion to approve or deny such a request.
- c. Any employee taking sick leave due to the death of a member of the employee's immediate family as authorized by these policies must notify the Department Head of the need for such leave as soon as possible prior to the start of the employee's regularly scheduled workday. When notifying the Department Head of the need for such leave, the employee must also state the expected duration of the leave.

20.9 Personal Leave of Absence

Written requests for a leave of absence for personal reasons may be granted at the discretion of the Employer, Request must be submitted to the Department Head at the earliest possible date indicating the requested dates of the absence and the reasons therefore with a copy to Human Resources. Personal leaves may not exceed six (6) months in duration. Upon extenuating circumstances, the County Administrator or designee shall have the sole discretion to grant or deny an extension of not more than three months, taking into account the needs of the department and employee.

20.10 Military Leave

Employees who are members of any reserve component of the Military Force of the United States shall be granted leave of absence, with pay, not to exceed fifteen (15) workdays in one (1) year, in order to go on active duty for such training periods as are necessary to their participation in a reserve training program. All existing federal and state statutes, applicable to the rights of any employee who is on a leave of absence from the Employer, for military service in connection with the employee's official duties, shall be applicable under this Agreement. The employee must present a copy of the orders to the employee's direct supervisor and Human Resources.

20.11 Court Duty

Any employee subpoenaed as a witness in connection with the employee's official duties or called and selected for jury duty, shall receive his/her regular compensation and other benefits for such duty. Pay received for court duty must be given to the County by the employee. Pay for the expenses may be kept by the employee.

#### 20.12 Maternity/Paternity/Adoption Leave

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom are, for all job-related purposes, temporary disabilities and may be treated as any other illness in connection with employment. An employee at his/her option may voluntarily elect to apply for medical leave or personal leave of absence without pay for paternity, maternity, and adoption purposes which shall be granted for a period not to exceed six (6) months, inclusive of all statutory leave available for the same purposes, including FMLA, sick leave and/or parenting leave. The selection of one (1) of these options (medical condition or personal leave of absence) shall preclude the utilization of the other option by the employee.

#### 20.13 Authorization

The employee shall submit a written request for leave to the employee's Department Head and Human Resources at the earliest possible date indicating the anticipated dates of the absence and the reason(s) therefore. Healthcare provider certification verifying the need for extended medical leave will be submitted to Human Resources.

#### 20.14 Reinstatement and Termination During a Leave of Absence without Pay

An employee exceeding the authorized leave period without giving proper notice shall be considered to have voluntarily terminated without the proper notice; however, an employee giving proper termination notice within the authorized leave period shall be eligible for termination benefits.

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## **ARTICLE 21. SEVERANCE PAY**

- 21.1 After an employee has successfully completed probation, an employee who leaves the employment of the County in good standing shall be compensated for previously credited and unused hours of vacation and sick time at the current rate of pay subject to the following rules:
- 100% of all accrued vacation up to a maximum of twenty-five (25) days.
  - After five (5) years of service with the Employer, 50% of all accrued sick time, which shall in no event exceed a total of \$7,500.
- 21.2 In the event of the employee's death, payment due the employee under this Article shall be paid to the employee's beneficiary or estate.

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## ARTICLE 22. HOLIDAYS

22.1 All employees shall receive the following paid holidays:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

Any of the above listed holidays that fall on a Sunday shall be observed on a Monday and any falling on a Saturday shall be observed on a Friday.

22.2 In order to receive a holiday as provided in this article, an employee must be in a pay status the scheduled day before the holiday and the day following.

22.3 Employees assigned to cover court hearings and other office duties on Christmas Eve shall be entitled to receive \$300 additional compensation. This is in addition to any on-call pay the employee may be entitled to pursuant to 17.5. The Supervisor or Department Head may elect to work on Christmas Eve and not assign a bargaining unit member.

22.4 Holidays that occur while on authorized sick leave or vacation shall be added to the sick leave or vacation.

22.5 Permanent part-time employee shall receive all holidays on a pro-rata basis.

22.6 When December 24th falls on a weekday, County offices shall close. Except that during any year that Christmas Eve is observed as Christmas or that Christmas Eve occurs on a weekend, employees will receive a "floating holiday" to be used at the approval of the employee's supervisor. This "floating holiday" may not be taken before December 1st and must be used by November 30th of the following year and cannot be carried over beyond this time period.

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## ARTICLE 23. VACATIONS

- 23.1 Employees shall earn vacation on the following prorated per pay period basis:
- 0-5 years of service 14 days
  - 6-10 years of service 17 days
  - 11-15 years of service 20 days
  - 16-20 years of service 22 days
  - 21+ years of service 24 days
- 23.2 Maximum carry-over, or pay-out upon termination, shall be twenty-five (25) days.
- 23.3 Employees who pass their probation and who terminate in good standing shall be paid their vacation accrual.
- 23.4 Permanent part-time employees shall earn vacations on a pro-rata basis.
- 23.5 Accrued vacation will be able to be used after six (6) six months of service with Rice County.
- 23.6 Use of vacation is subject to the approval of the employee's direct supervisor.

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**ARTICLE 24. INSURANCE**

24.1 Beginning January 1, 2020, the Employer contribution shall be eight hundred nine dollars and fifty cents (\$809.50) per month towards the cost of an individual employee hospitalization and medical insurance group coverage plan as provided by the Employer.

Beginning January 1, 2020, the Employer contribution shall be one thousand two hundred ninety-one (\$1,291.00) per month towards the cost of an individual employee + spouse or employee + children as available in the group coverage plan as provided by the Employer.

Effective January 1, 2020, the Employer will contribute one thousand six hundred thirty-five dollars (\$1,635.00) towards the cost of family coverage as available in the group coverage plan as provided by the Employer.

In the event that the rates exceed the 2016 rates in 2021, the employer and employee will split the premium increase above the 2016 level on a 50/50 basis.

24.2 The Employer shall pay for life insurance coverage for each employee in the amount of \$20,000.

24.3 The Employer shall provide and pay for permanent part-time employees on a pro-rated basis. All employees who work 75% of full-time equivalency (thirty (30) hours or more per week) qualify for full-time benefits. Full-time equivalency for the purpose of health insurance shall be calculated on the following basis:

- a. Appointment to set percentage of full-time hours (i.e., 1/2 time position= .5)
- b. For the part-time positions that fluctuate over time due to workload, the County share of health insurance premiums will use this table:

<u>Previous Year Hours Worked</u>	<u>FTE</u>	<u>Benefit Level</u>
1,560+	.75-1.0	Full contribution
1248-1559	.6-.75	3/4 contribution
832-1247	.4-.6	1/2 contribution
831 or less	.4 or less	1/4 contribution

For employees who did not work a full year in a part-time position the hours table above shall be pro-rated for the number of months worked in a part-time position, in order to determine benefit level.

24.4 For new hires, health insurance coverage will start the first of the month following 30 days of employment.

24.5 The Employer shall pay 100% of a Long-Term Disability (LTD) Insurance Program.

24.6 This Article may be re-opened to negotiate any changes necessary to comply with and avoid penalties under the Patient Protection and Affordable Care Act.

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**ARTICLE 25. SAVINGS CLAUSE AND DURATION**

- 25.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.
- 25.2 Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the UNION and EMPLOYER. A refusal of either party to modify, vary or alter the terms of this agreement shall not be grievable.
- 25.3 This Agreement shall be in full force and effect from September 4, 2019 to December 31, 2021 and shall be renewed unless either party notifies the other in writing that it desires to modify or terminate this Agreement.

**FOR THE COUNTY:**

Sara J. Sted      3/9/2021  
County Administrator      Date

[Signature]      3/9/21  
Chair, Board of Commissioners      Date

**FOR THE UNION:**

[Signature]      3/1/2021  
Local Union President      Date

John [Signature]      3/1/2021  
Staff Representative      Date

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## APPENDIX A

### Rice County - 2019 Wage Table

Grade	Evaluation Points		Range Steps								
	Point Minimum	Point Maximum	A	B	C	D	E	F	G	H	I
1	1	100	\$13.50	\$14.18	\$14.85	\$15.53	\$16.20	\$16.88	\$17.55	\$18.23	\$18.90
2	101	121	\$14.45	\$15.17	\$15.89	\$16.61	\$17.33	\$18.06	\$18.78	\$19.50	\$20.22
3	122	142	\$15.46	\$16.23	\$17.00	\$17.77	\$18.55	\$19.32	\$20.09	\$20.87	\$21.64
4	143	162	\$16.54	\$17.36	\$18.19	\$19.02	\$19.85	\$20.67	\$21.50	\$22.33	\$23.15
5	163	173	\$17.70	\$18.58	\$19.47	\$20.35	\$21.23	\$22.12	\$23.00	\$23.89	\$24.77
6	174	185	\$18.93	\$19.88	\$20.83	\$21.77	\$22.72	\$23.67	\$24.61	\$25.56	\$26.51
7	186	216	\$20.26	\$21.27	\$22.29	\$23.30	\$24.31	\$25.32	\$26.34	\$27.35	\$28.36
8	217	237	\$21.68	\$22.76	\$23.85	\$24.93	\$26.01	\$27.10	\$28.18	\$29.27	\$30.35
9	238	258	\$23.20	\$24.36	\$25.52	\$26.67	\$27.83	\$28.99	\$30.15	\$31.31	\$32.47
10	259	279	\$24.82	\$26.06	\$27.30	\$28.54	\$29.78	\$31.02	\$32.26	\$33.51	\$34.75
11	280	310	\$26.43	\$27.75	\$29.08	\$30.40	\$31.72	\$33.04	\$34.36	\$35.68	\$37.01
12	311	331	\$28.22	\$29.63	\$31.04	\$32.45	\$33.86	\$35.27	\$36.68	\$38.09	\$39.50
13	332	352	\$30.12	\$31.63	\$33.13	\$34.64	\$36.15	\$37.65	\$39.16	\$40.66	\$42.17
14	353	373	\$32.15	\$33.76	\$35.37	\$36.98	\$38.59	\$40.19	\$41.80	\$43.41	\$45.02
15	374	394	\$34.41	\$36.13	\$37.85	\$39.57	\$41.29	\$43.01	\$44.73	\$46.45	\$48.17
16	395	435	\$36.64	\$38.47	\$40.31	\$42.14	\$43.97	\$45.80	\$47.63	\$49.47	\$51.30
17	436	473	\$39.02	\$40.97	\$42.93	\$44.88	\$46.83	\$48.78	\$50.73	\$52.68	\$54.63
18	474	517	\$41.36	\$43.43	\$45.50	\$47.57	\$49.64	\$51.71	\$53.77	\$55.84	\$57.91
19	518	558	\$43.85	\$46.04	\$48.23	\$50.42	\$52.62	\$54.81	\$57.00	\$59.19	\$61.39
20	559	599	\$46.70	\$49.03	\$51.37	\$53.70	\$56.04	\$58.37	\$60.71	\$63.04	\$65.38
21	600	640	\$49.73	\$52.22	\$54.71	\$57.19	\$59.68	\$62.16	\$64.65	\$67.14	\$69.62
22	641	661	\$52.96	\$55.61	\$58.26	\$60.91	\$63.56	\$66.21	\$68.85	\$71.50	\$74.15
23	662	681	\$55.61	\$58.39	\$61.17	\$63.95	\$66.74	\$69.52	\$72.30	\$75.08	\$77.86
24	682	700	\$58.95	\$61.75	\$64.55	\$67.35	\$70.15	\$72.95	\$75.75	\$78.55	\$81.35
25	701	790	\$63.08	\$66.07	\$69.07	\$72.06	\$75.06	\$78.06	\$81.05	\$84.05	\$87.04

### Rice County - 2020 Wage Table

Grade	Evaluation Points		Range Steps								
	Point Minimum	Point Maximum	A	B	C	D	E	F	G	H	I
1	1	100	13.84	14.53	15.22	15.92	16.61	17.30	17.99	18.69	19.37
2	101	121	14.81	15.55	16.29	17.03	17.76	18.51	19.25	19.99	20.73
3	122	142	15.85	16.64	17.43	18.21	19.01	19.80	20.59	21.39	22.18
4	143	162	16.95	17.79	18.64	19.50	20.35	21.19	22.04	22.89	23.73
5	163	173	18.14	19.04	19.96	20.86	21.76	22.67	23.58	24.49	25.39
6	174	185	19.40	20.38	21.35	22.31	23.29	24.26	25.23	26.20	27.17
7	186	216	20.77	21.80	22.85	23.88	24.92	25.95	27.00	28.03	29.07
8	217	237	22.22	23.33	24.45	25.55	26.66	27.78	28.88	30.00	31.11
9	238	258	23.78	24.97	26.16	27.34	28.53	29.71	30.90	32.09	33.28
10	259	279	25.44	26.71	27.98	29.25	30.52	31.80	33.07	34.35	35.62
11	280	310	27.09	28.44	29.81	31.16	32.51	33.87	35.22	36.57	37.94
12	311	331	28.93	30.37	31.82	33.26	34.71	36.15	37.60	39.04	40.49
13	332	352	30.87	32.42	33.96	35.51	37.05	38.59	40.14	41.68	43.22
14	353	373	32.95	34.60	36.25	37.90	39.55	41.19	42.85	44.50	46.15
15	374	394	35.27	37.03	38.80	40.56	42.32	44.09	45.85	47.61	49.37
16	395	435	37.56	39.43	41.32	43.19	45.07	46.95	48.82	50.71	52.58
17	436	473	40.00	41.99	44.00	46.00	48.00	50.00	52.00	54.00	56.00
18	474	517	42.39	44.52	46.64	48.76	50.88	53.00	55.11	57.24	59.36
19	518	558	44.95	47.19	49.44	51.68	53.94	56.18	58.43	60.67	62.92
20	559	599	47.87	50.26	52.65	55.04	57.44	59.83	62.23	64.62	67.01
21	600	640	50.97	53.53	56.08	58.62	61.17	63.71	66.27	68.82	71.36
22	641	661	54.28	57.00	59.72	62.43	65.15	67.87	70.57	73.29	76.00
23	662	681	57.00	59.85	62.70	65.55	68.41	71.26	74.11	76.96	79.81
24	682	700	60.42	63.29	66.16	69.03	71.90	74.77	77.64	80.51	83.38
25	701	790	64.66	67.72	70.80	73.86	76.94	80.01	83.08	86.15	89.22

Rice County - January 2021 Wage Table

Grade	Evaluation Points		Range Steps								
	Point Minimum	Point Maximum	A	B	C	D	E	F	G	H	I
1	1	100	14.05	14.75	15.45	16.16	16.86	17.56	18.26	18.97	19.66
2	101	121	15.03	15.78	16.53	17.29	18.03	18.79	19.54	20.29	21.04
3	122	142	16.09	16.89	17.69	18.48	19.30	20.10	20.90	21.71	22.51
4	143	162	17.20	18.06	18.92	19.79	20.66	21.51	22.37	23.23	24.09
5	163	173	18.41	19.33	20.26	21.17	22.09	23.01	23.93	24.86	25.77
6	174	185	19.69	20.69	21.67	22.64	23.64	24.62	25.61	26.59	27.58
7	186	216	21.08	22.13	23.19	24.24	25.29	26.34	27.41	28.45	29.51
8	217	237	22.55	23.68	24.82	25.93	27.06	28.20	29.31	30.45	31.58
9	238	258	24.14	25.34	26.55	27.75	28.96	30.16	31.36	32.57	33.78
10	259	279	25.82	27.11	28.40	29.69	30.98	32.28	33.57	34.87	36.15
11	280	310	27.50	28.87	30.26	31.63	33.00	34.38	35.75	37.12	38.51
12	311	331	29.36	30.83	32.30	33.76	35.23	36.69	38.16	39.63	41.10
13	332	352	31.33	32.91	34.47	36.04	37.61	39.17	40.74	42.31	43.87
14	353	373	33.44	35.12	36.79	38.47	40.14	41.81	43.49	45.17	46.84
15	374	394	35.80	37.59	39.38	41.17	42.95	44.75	46.54	48.32	50.11
16	395	435	38.12	40.02	41.94	43.84	45.75	47.65	49.55	51.47	53.37
17	436	473	40.60	42.62	44.66	46.69	48.72	50.75	52.78	54.81	56.84
18	474	517	43.03	45.19	47.34	49.49	51.64	53.80	55.94	58.10	60.25
19	518	558	45.62	47.90	50.18	52.46	54.75	57.02	59.31	61.58	63.86
20	559	599	48.59	51.01	53.44	55.87	58.30	60.73	63.16	65.59	68.02
21	600	640	51.73	54.33	56.92	59.50	62.09	64.67	67.26	69.85	72.43
22	641	661	55.09	57.86	60.62	63.37	66.13	68.89	71.63	74.39	77.14
23	662	681	57.86	60.75	63.64	66.53	69.44	72.33	75.22	78.11	81.01
24	682	700	61.33	64.24	67.15	70.07	72.98	75.89	78.80	81.72	84.63
25	701	790	65.63	68.74	71.86	74.97	78.09	81.21	84.33	87.44	90.56

Rice County - July 2021 Wage Table

Grade	Evaluation Points		Range Steps								
	Point Minimum	Point Maximum	A	B	C	D	E	F	G	H	I
1	1	100	\$14.26	\$14.97	\$15.68	\$16.40	\$17.11	\$17.82	\$18.53	\$19.25	\$19.95
2	101	121	\$15.26	\$16.02	\$16.78	\$17.55	\$18.30	\$19.07	\$19.83	\$20.59	\$21.36
3	122	142	\$16.33	\$17.14	\$17.96	\$18.76	\$19.59	\$20.40	\$21.21	\$22.04	\$22.85
4	143	162	\$17.46	\$18.33	\$19.20	\$20.09	\$20.97	\$21.83	\$22.71	\$23.58	\$24.45
5	163	173	\$18.69	\$19.62	\$20.56	\$21.49	\$22.42	\$23.36	\$24.29	\$25.23	\$26.16
6	174	185	\$19.99	\$21.00	\$22.00	\$22.98	\$23.99	\$24.99	\$25.99	\$26.99	\$27.99
7	186	216	\$21.40	\$22.46	\$23.54	\$24.60	\$25.67	\$26.74	\$27.82	\$28.88	\$29.95
8	217	237	\$22.89	\$24.04	\$25.19	\$26.32	\$27.47	\$28.62	\$29.75	\$30.91	\$32.05
9	238	258	\$24.50	\$25.72	\$26.95	\$28.17	\$29.39	\$30.61	\$31.83	\$33.06	\$34.29
10	259	279	\$26.21	\$27.52	\$28.83	\$30.14	\$31.44	\$32.76	\$34.07	\$35.39	\$36.69
11	280	310	\$27.91	\$29.30	\$30.71	\$32.10	\$33.50	\$34.90	\$36.29	\$37.68	\$39.09
12	311	331	\$29.80	\$31.29	\$32.78	\$34.27	\$35.76	\$37.24	\$38.73	\$40.22	\$41.72
13	332	352	\$31.80	\$33.40	\$34.99	\$36.58	\$38.17	\$39.76	\$41.35	\$42.94	\$44.53
14	353	373	\$33.94	\$35.65	\$37.34	\$39.05	\$40.74	\$42.44	\$44.14	\$45.85	\$47.54
15	374	394	\$36.34	\$38.15	\$39.97	\$41.79	\$43.59	\$45.42	\$47.24	\$49.04	\$50.86
16	395	435	\$38.69	\$40.62	\$42.57	\$44.50	\$46.44	\$48.36	\$50.29	\$52.24	\$54.17
17	436	473	\$41.21	\$43.26	\$45.33	\$47.39	\$49.45	\$51.51	\$53.57	\$55.63	\$57.69
18	474	517	\$43.68	\$45.87	\$48.05	\$50.23	\$52.41	\$54.61	\$56.78	\$58.97	\$61.15
19	518	558	\$46.30	\$48.62	\$50.93	\$53.25	\$55.57	\$57.88	\$60.20	\$62.50	\$64.82
20	559	599	\$49.32	\$51.78	\$54.24	\$56.71	\$59.17	\$61.64	\$64.11	\$66.57	\$69.04
21	600	640	\$52.51	\$55.14	\$57.77	\$60.39	\$63.02	\$65.64	\$68.27	\$70.90	\$73.52
22	641	661	\$55.92	\$58.73	\$61.53	\$64.32	\$67.12	\$69.92	\$72.70	\$75.51	\$78.30
23	662	681	\$58.73	\$61.66	\$64.59	\$67.53	\$70.48	\$73.41	\$76.35	\$79.28	\$82.23
24	682	700	\$62.25	\$65.20	\$68.16	\$71.12	\$74.07	\$77.03	\$79.98	\$82.95	\$85.90
25	701	790	\$66.61	\$69.77	\$72.94	\$76.09	\$79.26	\$82.43	\$85.59	\$88.75	\$91.92