

AGREEMENT

Between

THE COUNTY OF PINE

and

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

LOCAL UNION NUMBER 1647

(Road and Bridge, Unit 1)

Public Works Department

JANUARY 1, 2018 -DECEMBER 31, 2020

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AGREEMENT

This Agreement, effective the first day of January 2018 and to continue for three (3) years ending the last day of December 2020, is entered into between the Board of Commissioners, Pine County, Minnesota, hereinafter referred to as the Employer, and Local 1647 of the American Federation of State, County and Municipal Employees, Council No. 65, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE I **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.

Section B. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee of the Union of a violation by the Employer of this Agreement. As the 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 II **DEFINITIONS**

Section A. Employee: Any person employed by the Employer in a position included in the bargaining unit described in Article III of this Agreement.

Section B. Regular Employee: A member of the exclusively recognized bargaining unit as defined in Article III of this Agreement who has completed the required probationary period for newly hired or rehired employees.

Section C. Probationary Period: Probationary period shall normally be six (6) consecutive months of employment. However, by mutual agreement between the Employer, the employee and the Union, said probation may be extended under certain circumstances.

ARTICLE III **RECOGNITION**

Section A. The Employer recognizes Local 1647 AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes of the employees of Pine County, MN in the Unit 1, which is comprised of all engineering, land/zoning, and clerical employees of Pine County Public Works & Land/Zoning Departments; herein after described as the Public

Works/Land/Zoning Departments except:

- employees whose service does not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week, as specified in Minnesota Statute 179A.03, Subd. 14 (e);
- employees whose positions are basically temporary or seasonal and are not more than sixty-seven (67) working days per calendar year, or not more than one hundred (100) working days for full-time students, under the age of 22 and between two sequential years of enrollment at a public educational institution as specified by Minnesota Statute 179A.03, Subd. 14 (f);
- supervisory employees as per certification by the Bureau of Mediation Services dated October 15, 1979.

The Employer and the Union shall work together to abolish all part-time jobs wherever possible.

Section B. It has been agreed that the policy of the Employer will be that during and for the duration of this Agreement, it will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees as are herein defined, either individually or collectively, which in any way conflicts with the terms or conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agent for such employees.

ARTICLE IV **CHECKOFF OF UNION DUES**

Section A. The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 1647, which is Union dues or initiation of fees of the Union, and to transmit to the Financial Secretary of Local 1647 the total amount so deducted, together with a list of the names of the employees from whose pay deductions were made.

Deductions may be terminated by the employee giving thirty (30) days written notice to the Secretary of the Local, after which the Secretary shall notify the business office to stop deductions.

Section B. All public employees who are not members of the exclusive representative may be required by said representative to contribute a fair share fee in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five (85) percent of the regular membership dues. The exclusive representative shall provide advanced written notice of the amount of the fair share fee assessment the Employer, and a list furnished by the Employer of all employees within the unit. A challenge by an employee or by the person aggrieved by the assessment shall be filed in writing to with the director, the public employer and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The Employer shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided or, in the event a challenge is filed, the deductions for a fair share fee shall

be held in escrow by the Employer pending a decision pursuant to Section 3 of the Act.

Section C. The Union agrees to represent all members of the unit fairly without regard to Union membership or non-union membership or other factor.

Section D. 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 provisions of this Article.

ARTICLE V **HOURS OF WORK**

Section A. The regular workday shall consist of eight (8) hours per day, and the regular workweek shall consist of forty (40) hours per week. Hours of work will be 8:00 am to 4:30 pm (7:00 am to 3:30 pm with the written approval of Supervisor/Dept Head), except April 1 through October 31 hours of work shall typically be 7:00 a.m. to 3:30 p.m.

Section B. Any employee who is required to work in excess of their regular eight (8) hour workday or their regular forty (40) hour workweek shall be credited with overtime at the rate of one and one-half (1 1/2) times the number of hours worked.

Section C. Any hours worked on a Saturday, Sunday or recognized holiday shall be considered overtime hours and subject to the above conditions whether or not a full forty (40) hour week has been worked by the employee.

Section D. No employee shall be permitted to work any overtime hours at anytime unless all such hours are authorized in advance by the Department Head or Supervisor.

Section E. All overtime hours worked that are credited to each employee within a pay period as well as accumulated vacation, sick leave time, extended sick leave time and retirement benefit shall be posted on the employee bulletin board at the end of each pay period.

Section F. It shall be the policy of the Employer to rotate overtime workloads with employees in accordance with their ability to perform the duties of the job involved and the area of assignment.

Section G. Comp time can be selected daily on time sheets. Comp time off must be pre-approved by the Department Head or the designee with seniority being given preference when more than one person wants the same time off. The number of employees off on comp time will depend on the workload.

1. All employees shall have the option to receive cash payment for all overtime hours worked or to participate in a compensatory overtime program. Compensatory overtime will be accrued at the rate of one (1) hour worked for one and one-half (1½) hours accrued comp time.

2. The Department Head may instruct an employee who has to his credit over fifty (50) hours of comp time to take time off for the purpose of reducing his comp time to a minimum of fifty (50) comp time hours; however, no employee shall be required to take off comp time if it would cause him to lose vacation time.
3. Comp time may be substituted for sick leave, if all sick time is exhausted. Employees on an FMLA related leave of absence may use vacation or compensatory time during the leave of absence, if all but forty (40) hours of sick leave have been exhausted.
4. Effective December 1st of each year, each employee with more than fifty (50) comp time hours to their credit shall be paid for all such hours into a Health Care Savings Plan with the Minnesota State Retirement System at their current rate of pay. A remaining balance of 50 hours will be carried over into the following calendar year.
5. Effective July 1st of each year, each employee with more than (50) comp time hours to their credit may request pay for all such hours in excess of (50) comp time hours at their current rate of pay. In a case of severe hardship, an employee with comp time hours to his credit may, with the approval of the Department Head, receive cash for his accrued hours.
6. The choice of comp time shall be strictly optional on the part of the employee and does not represent an attempt to make comp time mandatory.

Section H. All employees who are called out for service during their regular scheduled time and/or scheduled days off shall receive a minimum of two (2) hours pay. Further, any employee reporting for work without being previously notified not to report and subsequently sent home shall receive a minimum of two (2) hours pay. An extension of a shift or an early start to a shift shall not be considered a callout for purposes of this Section.

Section I. In the event an employee wishes to terminate their employment, they shall be required to give two (2) weeks written notice to the Department Head.

Section J. Whenever an employee is terminated from service for any cause, they shall be paid in cash at the time of such termination for all of the accumulated benefits, such as vacation, holiday pay, etc., credited to him/her during the period of employment. This does not include accumulated sick leave (see Article VIII). Any accumulated vacation, holiday pay, etc., shall be paid in cash as specified and shall not change the retirement date of such employees.

Section K. Summer Hours of Work

The Department Head may, at his discretion, grant all or such portion of summer hours as best serves the County's business purposes. Should a holiday, vacation or sick day occur while an employee is working under the benefits of this section, said employee shall be given credit for up to ten (10) hours, depending on their current work schedule, for holiday, vacation or sick time. When the 4th of July falls on Friday, Thursday the 3rd shall be the holiday.

ARTICLE VI
HOLIDAYS

Section A. All regular employees shall be granted the following holidays with pay:

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

Section B. When New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the preceding day shall be a holiday.

Section C. Holidays, which occur within an employee's vacation or sick leave period, will not be chargeable to the employee's vacation or sick leave.

Section D. Employees may request the use of up to two (2) hours of vacation time to participate in Good Friday services. Such request shall be granted by the Employer unless needs of the department do not permit the release of the employee.

Section E. When December 24 falls on a Monday, Tuesday, Wednesday, Thursday, or Friday the Employer agrees that Christmas Eve shall be a holiday.

When Christmas Eve falls on a Saturday and when Christmas Day falls on a Sunday, then the preceding Friday will be observed as the Christmas Eve holiday. When Christmas Eve falls on a Sunday and Christmas Day on a Monday, then the preceding Friday will be observed as the Christmas Eve Holiday.

When Christmas Day falls on a Saturday, the preceding Friday will be observed as Christmas Day and the preceding Thursday will be observed as the Christmas Eve holiday.

Section F. Personal Days

On January 1st of each year, four (4) personal days shall be granted to all current Employees covered by this contract. Personal days shall be defined as eight (8) hours per day, and may be scheduled any time during the calendar year following scheduling guidelines used for vacation.

A total of four (4) personal days may be cashed out after December 1st. If personal days are not cashed out or used by December 31st they shall be rolled over into a Health Care Savings Plan with the Minnesota State Retirement System.

Employees that do not provide at least fourteen (14) calendar days notice prior to resignation from employment shall forfeit all unused personal days. This notice shall not be required in the event of layoff, termination or death.

Employees that resign with fourteen (14) days notice shall receive payment for unused personal days with the last paycheck from the County.

ARTICLE VII
VACATIONS

Section A. All regular employees shall earn vacation with pay at the following rates.

Date of hire through Year 4	1.00 working day per month
Start of Year 5 through Year 9	1.25 working days per month
Start of Year 10 through Year 14	1.50 working days per month
Start of Year 15 through Year 19	1.75 working days per month
Start of Year 20 and beyond	2.25 working days per month

Unused vacation leave may be accumulated to a total of twenty-four (24) working days. Vacation leave shall not accumulate to an employee while in a non-pay status, except if an employee is drafted for military service and then the limitations on accruals shall be observed. When vacation accrues to twenty-four (24) days or one hundred ninety-two (192) hours, once the maximum is reached at twenty-four (24) days or one hundred ninety-two (192) hours, an employee may cash out up to ten (10) days eighty (80 hours) twice per year.

Vacation Requests and Management's Response to such requests process:

An employee who requests five (5) or more working days off shall complete and route a Vacation Request Slip with ten (10) working days advance notice to their Supervisor. The Supervisor will respond in writing to the request within 5 working days and place on the employee bulletin board.

An employee who requests less than five (5) days off shall complete and route a Vacation Request Slip within two (2) working days advance notice to their Supervisor. The Supervisor will respond to the request at the end of the workday upon receiving the notice.

Section B. Employees, upon resignation or death, shall be paid for the number of working days of unused vacation leave accumulated to their credit.

Section C. In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when an agreement cannot be reached among the employees.

Section D. The vacation period of an employee shall not be split except at the option of the employee.

ARTICLE VIII
LEAVES OF ABSENCE

Section A. Sick Leave

All full time employees shall earn sick leave credits at the rate of one (1) working day per month to a maximum of eight hundred (800) hours. Upon completion of 800 hours, said employees earn sick leave credits at the rate of four (4) working hours for each full month of service up to a maximum of forty-five (45) days for extended illness leave. Sick leave for extended illness shall be used only after the maximum of one hundred (100) days from regular sick leave have been granted.

Subsection 1. Part-time Employees

Part-time employees shall earn sick leave on a pro-rata basis.

Subsection 2. New Employees

New employees shall earn and be able to use sick leave during their probationary period.

Subsection 3. Medical Release to Return to Work

For illnesses that last more than three (3) consecutive days, the employer may require a note from a medical authority, stating that the employee is fit to return to duty.

Subsection 4. Eligibility to Earn Sick Leave

Sick leave credit shall be earned only while an employee is on the job or is on sick leave, holidays, or paid vacation.

Subsection 5. Permitted Uses for Sick Leave

Sick leave may be used for the employee's actual illness or disability or to care for a member of the employee's immediate family (child, spouse, parent). Sick leave may also be used to attend medical or dental appointments or to transport a family member to such an appointment.

Subsection 6. Medical Certification

The Employer may request a doctor's note certifying any illness of the employee if abuse of sick leave is suspected.

Subsection 7. Notification of Use of Sick Leave

An employee wishing to utilize sick leave shall contact the supervisor and receive prior approval. If this is not possible, the employee shall notify the supervisor by leaving a voice mail message on either the supervisor's office voice mail system or cell phone voice mail system. If these systems fail, the employee shall call or leave a message with the employee's Supervisor or Department Head. Each employee will receive a business card with appropriate telephone numbers to use.

Subsection 8. Payment of Unused Sick Leave

Upon retirement or death of an “eligible employee”, unused sick leave hours will be paid into a Health Care Savings Plan at their current rate of pay and a value of 25% of all unused sick leave hours up to 800 hours. (ex. 600 hrs= 150 hrs paid) All accrued sick leave shall be considered when calculating the 800 hour maximum benefit.

- Eligible employee must have a minimum combined balance of 400 hours of unused sick leave and accrued sick leave, and have 30 years of continuous employment with Pine County.

Section B. Funeral Leave

A maximum of three (3) days may be taken with compensation in the event of a death of an employee's brother, sister, brother-in-law, sister-in-law, spouse, children, parent (step or biological), grandchildren, grandparents, father-in-law, mother-in-law, or ward of the employee's household. An employee may use two (2) days of vacation leave for time off after taking the three (3) days of funeral leave.

Additional sick leave or vacation may be used for death in the immediate families of employees for such periods as are reasonably necessary, beyond the time frames listed above.

Employees are expected to make other arrangements as soon as possible so that they may return to work.

Section C. Wellness Day

A full-time employee who does not use a sick day in six (6) consecutive months, except for preventive visits to the doctor or dentist of up to four (4) hours, shall receive one (1) wellness day. Wellness days will be tracked by supervisors for compliance. Wellness days must be used within thirty (30) days from the end of the period in which it was earned. No month within this period can be applied to earn additional wellness days. Wellness days are not accruable and will be forfeited if not used in the specified time frame. Part-time employees shall receive pro-rated wellness days.

Section D. Donation of Leave (Pine County Vacation Donation Program Policy)

Subsection 1. Summary

It is the policy of Pine County to permit the donation of accrued vacation from one employee to a sick leave bank for employees.

The purpose of the Vacation Donation Program Policy is to provide a safety net of County compensation benefits for county employees when the recipient employee has exhausted all of sick leave, compensatory time and vacation, due to a catastrophic illness/injury or medical condition that requires the recipient employee's absence or attendance to a spouse or child's condition. Requests will be accepted only from individuals who are currently on an approval Family Medical Leave of absence.

Subsection 2. Definition

A catastrophic illness or injury is one that incapacitates the employee, his or her spouse or child which has caused the employee to exhaust all other eligible leave credits. (i.e. car accident, cancer)

Subsection 3. Eligibility

Program recipients must meet all of the following criteria to receive donated hours.

1. Must have requested donated leave due to a catastrophic illness/injury or medical condition.
2. Must have written verification of a catastrophic illness/injury or medical condition from a licensed medical practitioner.
3. Must have completed one year of employment.
4. Must have vacation donation request acknowledgement from his/her department head.
5. All vacation donation leave transferred shall be used at the recipient's pay rate.
6. Must have exhausted all paid leave earned pursuant to the applicable personnel policies covering vacation, sick leave, personal day, and compensatory time off and must not be receiving workers compensation payments.
7. Other wage replacement benefits are allowed and any use of Vacation Donation Benefits will be offset.

In order to receive pay for a holiday while receiving donated leave, donated leave will need to be used for the holiday. If an employee is on an intermittent FMLA and works the full day before and the full day after a holiday, the preceding would not apply.

A leave donor must meet the following criteria and requirements:

1. An irrevocable donation of not more than the donors current accrued vacation leave donated in increments of one hour with a minimum of donation of one hour.
2. Certification that no solicitation and/or acceptance of any money, credit, gift, gratuity, thing of value or compensation of any kind has been provided, directly or indirectly, to the donor.

Subsection 4. Limitation

An eligible full-time employee may withdraw no more than 160 hours (20 days) or half the current bank balance; whichever is less for any single major life threatening disease or condition. Any unused hours shall remain in the bank for future use by eligible employees. Donations may be made retroactively, but not more than 30 days retroactivity.

The Vacation Donation Program shall not grant sick leave hours to employees who are eligible for or receive wage replacement benefits, for the same time period, from other sources. Therefore, employees shall not be granted Vacation Donation Program leave for the same period of time during which they also receive workers compensation wage replacement benefits. Exception: Disability benefits area allowed and any use of Vacation Donation Benefits will be offset.

Section E. Injury on the Job

Where an employee is entitled to the benefits of the workers' compensation law, and has banked sick leave credits, the employee may request to use the banked sick leave credits to the extent that payment of the workers' compensation benefits and banked sick leave credits does not exceed the weekly wage of the employee.

Section F. Military Duty Leave

Every employee shall be entitled to military leave as provided by state and federal law including Minnesota Statute § 192.26, Minnesota Statute §191.261 and USERRA, 38 U.S.C. § 4317(a) (2). The employee shall immediately inform their respective Department Head and Human Resources regarding the military duty and need for military leave as soon as known by the employee.

Section G. Other Types of Leaves of Absence

Subsection 1. Court Duty

Any employee shall be granted a leave of absence with pay for service upon jury, appearance before a court, legislative committee, or other body as a witness in a proceeding involving the federal government, the State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority; or attendance in court in connection with the employee's official duties. In the case of jury duty, the employee's compensation from the County during his/her leave shall equal the difference between the employee's regular compensation and compensation paid for jury duty. The employee shall provide the County Auditor with a record of any fees received. The employee's pay shall be adjusted accordingly or the amount of fees (excluding mileage and day care payments) shall be paid to the County. Employees shall return to their regular work duties if released from court duty during their scheduled hours of work if time permits. The employee shall immediately inform the Department Head regarding the court duty as soon as known by the employee.

Subsection 2. Election Judge in Township

An individual who is selected to serve as an election judge pursuant to Minnesota Statute §204B.21, subdivision 2 must provide the employee's Department Head with at least 20 days written notice.

Subsection 3. School Conference and Activities Leave

In accordance with Minnesota Statute 181.9412 as may be amended, an employee may use up to a total of sixteen (16) hours without pay during any school year to attend school related activities for an employee's child, provided the activities cannot be scheduled during non-work hours. When leave cannot be scheduled during non-work hours and the need for leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave. An employee may substitute any vacation for any part of the leave under this section.

Section H. Parental Leave

Every employee that works an average of 20 hours or more per week and has been an employee of the County for at least one year is eligible for parental leave upon the birth or adoption of a child consistent with Minnesota Statute §181.941. Unpaid parental leave shall be granted for six weeks to eligible employees and shall run concurrent with any family medical leave. An employee must use banked sick leave until sick leave reaches forty (40) hours or less prior to receipt of unpaid parental leave. When an employee has exhausted all but 40 hours or less of sick leave for a portion of parental leave, the employee may request an additional period of unpaid parental leave to be granted so that the total of paid and unpaid leave provided does not exceed six weeks.

An employee is required to give at least thirty days notice to Human Resources in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable.

Section I. Family/Medical Leave

Subsection 1. Coverage

The Family and Medical Leave act entitles eligible employees to take up to 12-weeks of unpaid leave during any 12-month period as a result of the birth or placement for adoption or foster care of a child, to care for an immediate family member with a serious health condition, or when an employee is unable to work due to a serious health condition. The 12-month period shall be calculated, using a rolling period measured backward from the date the employee uses FMLA leave, and may be taken at one time, intermittently, or on a reduced leave schedule depending on the circumstances.

Subsection 2. Eligibility/Entitlement

FMLA applies to all County employees who have been employed by Pine County for at least twelve (12) months and who have worked at least 1,250 hours for Pine County during the twelve (12) months preceding the leave request. Hours worked will be determined under the terms of the Fair Labor Standards Act. Employees who are considered exempt under that Act and who have worked for Pine County for twelve (12) months will be presumed to have met the 1,250 hours of service requirements.

Family Leave: The birth of the employee's child or the placement of a child with the employee for adoption or foster-care.

Medical Leave: To provide care for a family member (child, spouse, or parent) experiencing a serious health condition.

Medical Leave: For the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.

Subsection 3. Other Leave Must be Used First

The County requires the employee to use accrued sick leave (as appropriate) until the employee has exhausted all but 40 hours or less of sick leave, and any other paid leave before any unpaid portion of FMLA leave is granted. The FMLA does not broaden the instances for which paid sick leave can be used.

Pine County requires an employee to exhaust all but 40 hours or less of banked sick leave before going into an unpaid status. When an employee has used all but 40 hours or less of accrued sick leave for a portion of family medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided does not exceed twelve (12) weeks.

Any other type of leave, whether paid or unpaid, taken for a reason covered by the FMLA will be considered part of the twelve (12) weeks granted.

Subsection 4. Medical Certification

For leaves taken because of the employee's or a covered family member's serious health condition, employees must provide medical certification before the leave begins, or if the leave is unforeseeable, the County must allow fifteen (15) calendar days for the employee to comply with the medical certification. If no medical certification is returned within twenty (20) calendar days and the employee has not returned to duty, the employee will be considered to have voluntarily resigned.

The County has the right to question the validity of any certification and may require the employee, at the County's expense, to be seen by a County designated physician. The County may require periodic reports on the employee's status and intent to return to work and a fitness for duty report prior to return to work.

An employee that cannot return to work upon the expiration of the twelve (12) week FMLA leave may request a leave of absence in accordance with Section I below.

Subsection 5. Benefits

Pine County will maintain health care, dental insurance and life insurance coverage for an eligible employee for the duration of the FMLA leave and during the period of any paid leave as if the employee continued in employment. Employee contributions will be required either through payroll deduction or by direct payment. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. All payments for the employee's share of any benefits must be made to the County Auditor's department by the first (1st) of each month. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave. If an employee's contribution is more than 30 days late, the employee's coverage will lapse.

Any employee on unpaid leave will not accrue benefits

Pine County will seek to recover its share of health coverage premiums paid for an employee on FMLA leave if the employee fails to return to work after FMLA leave unless the failure to return to work is due to the continuation, recurrence, or onset of a serious health condition or for other circumstances beyond the control of the employee. Not returning from certified leave is a qualifying event for COBRA purposes.

If the employee is no longer in paid status at the expiration of the FMLA leave, the County will not pay any portion of the employee's health care, dental insurance, and life insurance coverage.

Subsection 6. Job Protection

If the employee returns to work following the approved family medical leave period, the employee will be reinstated to the employee's former position or an equivalent position with the equivalent pay, benefits, status and authority.

The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

Subsection 7. Definitions

A serious health condition is defined by the Act as an illness, injury, impairment, or physical or mental condition that involves: inpatient care in a hospital, hospice or a residential medical care facility, or continuing treatment by a qualified health care provider, and/or treatment for substance abuse.

A serious health condition would generally last for more than three (3) days, require the intervention of a qualified health care provider, result in subsequent care for the same condition, and must involve treatment of two or more times by a qualified health care provider; a nurse or physicians assistant under the direct supervision of a qualified health care provider; or a provider of health care services (physical therapy) under orders, or referral by a qualified health care provider.

A parent is defined as the biological parent of an employee or as an individual who was responsible for the day-to-day care of the employee when the employee was a son or daughter.

A spouse is defined as a husband or wife. A spouse does not include unmarried domestic partners.

A son or daughter is defined as a biological, adopted or foster child, a stepchild, legal ward, or a child of a person having the day-to-day responsibility for the child. Includes a child over 18 years of age who is "incapable of self-care because of a mental or physical disability."

Subsection 8. Notice

An employee is required to give at least thirty days notice in the event of a foreseeable leave. A Request for Family Medical Leave form should be completed by the employee and returned to Human Resources. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable.

Section J. Request for Other Leave of Absence Without Pay

Any employee who has 40 hours or less of paid time or who has no banked sick leave and is not otherwise entitled to another type of leave may request a leave of absence without pay in accordance with Section J, Subsection 1, below. Such leave shall be granted only with approval from employees' department head and it is deemed to be in the best interest of the County, and shall in no circumstances be granted in excess of one year.

Subsection 1. Procedures for Requesting Other Leaves of Absences

All requests for leaves of absences shall be made by the employee and require a 30 day notice. An employee may obtain a county provided request form from their respective department head.

Any employee's request for an unpaid leave of absence shall be answered by the employees Department Head and the Pine County Board of Commissioners and shall only be granted when deemed to be in the best interest of the County.

Subsection 2. Employee Must Pay Total Cost of Benefits while on Leave of Absence

Seniority will accrue while the employee is on an approved leave of absence. Other benefits including holidays, vacation or sick leave shall not be earned or paid during an approved leave of absence without pay or while employee is in an unpaid status.

- A. Insurance: Pine County will not pay any portion of the employee's health care, dental insurance, and life insurance coverage during unpaid leave. The employee is responsible for the entire cost of the health care, dental insurance and life insurance premiums.

Subsection 3. Re-employment After Leave of Absence

After an approved leave of absence, an employee shall be returned to the same or similar position.

Section K. Sick Leave Benefits: Care of Relatives (MS 81.9413)

- a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.
- b) An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.
- c) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

- d) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- e) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

ARTICLE IX **SENIORITY**

Section A. All regular employees as defined in the Public Works/Land/Zoning Departments shall be covered by this Agreement and placed on the seniority list.

Section B. Seniority standing is to be determined on the basis of total length of continuous service in the Road and Bridge Department of Pine County. All new employees shall be placed on the seniority list after the completion of a six (6) month probationary period, and during such six (6) months, employees may be discharged by the Employer without cause and without same causing a breach of this Agreement or constituting a grievance hereunder.

Section C. Regular employees shall lose their seniority standing upon voluntary resignation from employment or upon discharge for just cause. The seniority of an employee on temporary layoff or absence due to illness shall continue to accumulate for one (1) year. The seniority of an employee on authorized leave of absence shall be frozen at the date the leave of absence is granted. Such employee shall again acquire seniority upon return to employment. Seniority shall continue to accrue while an employee is covered under the Family Medical Leave Act.

Section D. In the event of a layoff, regular employees shall be laid off according to seniority in the inverse order of hiring. Regular employees shall be rehired according to seniority in the inversed order of layoffs.

Section E. In the case of a reduction of force or the elimination of a position, a senior employee may exert their seniority preference over a junior employee in any classification of work, provided they have the necessary qualifications to perform the duties of the job involved.

Section F. Temporary vacancies may be filled by senior qualified employees. In the event said vacancy has a higher rate of pay, qualified employees filling such vacancy shall receive such higher rate of pay, when such an appointment is made.

Section G. The Employer is committed to hiring the most qualified candidates for County service. If all other job relevant qualifications are equal, the applicant with the most bargaining unit seniority shall receive the promotion. Job vacancies shall be posted internally, within the organization of Pine County. (All County employees may apply for any positions that are posted internally.)

When vacancies occur within this bargaining unit or when new positions are created within this bargaining unit, notices of such vacancies or new positions shall be posted internally within the organization of Pine County. The Employer reserves the right to advertise in any fashion along

with posting internally. Within seven (7) calendar days of the internal posting, any employee wishing to be considered for such vacancy or new position shall apply, following the Pine County application process. Employees in this bargaining unit shall have preference in the selection process for vacant positions that are covered in this bargaining unit. Bargaining unit member credit of 5 points shall be added to a 100 point rating system. These preference points shall be added to the selection process.

The senior employee making application shall be transferred to fill the vacancy or new position, provided he has all the necessary qualifications to perform the duties of the job involved. The Employer or other appropriate department head shall make the determination as to whether or not an applicant possesses the necessary qualifications.

Section H. The seniority list shall be updated and posted by the County Administrator by January 31st of each calendar year and posted on the employee's bulletin board. A copy of the seniority list shall be sent to the Chapter Chair of the Union.

Section I. An employee may be temporarily suspended for just cause. The employee and the Union shall be notified of the reasons for their suspension in writing at the time of suspension. If the employee feels they have been suspended without just cause or that the period of suspension is unwarranted, the employee shall have the right to appeal by invoking the normal grievance procedure within ten (10) 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 pay for any time lost as a result of the suspension.

Discharges, demotions or transfers to a lower classification shall be made only for just cause. The Union and the employee affected shall receive prior notice in writing of any such action. If the Union feels the action was taken without just cause, the employee shall have the right of appeal through the normal grievance procedure.

Upon request of the Union, a hearing shall be held within five (5) days, at which time the employee and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence presented against them. A stenographic record of the hearing before the Employer shall be taken, and the employee and the Union shall be entitled to a copy of the record. In the case of dismissals, the salary of the employee shall be suspended during the period in which the hearing takes place, but their name shall not be removed from the payroll. In the case of reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension. In the case where a demotion has been proved unjustified and the employee returned to his former status, the loss of pay involved shall be restored.

Section J. In the event a general layoff is contemplated, the Employer agrees to call in the Union to discuss the problem with them before any action is taken.

ARTICLE X
BULLETIN BOARDS

The Employer will maintain a bulletin board of reasonable size to be placed in such location as may be mutually agreed upon between the Union and the Employer. Bulletin boards shall be for the use of the Union to post any notice or document relating to the Union affairs or for official County business.

ARTICLE XI
GRIEVANCE PROCEDURE

Section A. The Employer will attempt to adjust all grievances which may arise by virtue of this agreement or otherwise in the following manner:

Step 1. First, an effort shall be made to adjust the grievance between the Union and the supervisor. This shall be done within ten (10) working days upon the Union's knowledge of the occurrence of the grievance, the Union Steward, with or without the aggrieved employee, shall take up the grievance with the employee's immediate supervisor as designated by the Employer. The supervisor shall attempt to resolve the grievance and shall give an answer to the steward and the Union within ten (10) working days after the Union takes the grievance up with the supervisor.

Step 2. In the event no settlement is reached, the Union shall submit the grievance, in writing, to the Department Head within ten (10) working days of the immediate supervisor's final answer to the Step 1 grievance. The written grievance shall set forth the following: the nature of the grievance; the facts on which it is based; the specific provisions of the agreement allegedly violated; and the remedy requested. The Department Head shall respond to the union steward, in writing, within ten (10) working days after receipt of such Step 2 grievance.

Step 3. In the event no settlement is reached, the Union shall submit the grievance to the County Administrator. This shall be placed in writing outlining: the nature of the grievance; the facts on which it is based; the specific provisions of the agreement allegedly violated; and the remedy requested. This shall be done within ten (10) working days following the receipt of the department heads final answer to the Step 2 grievance. The County Administrator shall review the grievance and may meet with the union and department head to further discuss the grievance. If such a meeting takes place it shall be within ten (10) working days of receipt of the Step 3 grievance. The County Administrator shall, within five (5) working days following the receipt of the Grievance or the meeting, present to the Union a written determination of the grievance. Such shall include the reasons for supporting or denial of the grievance and the recommended remedy if applicable.

(The Union may appear before the full County Board to discuss the grievance following the response provided by the County Administrator and prior to filing for Step 4 if they so desire.)

Step 4. The Union or Employer shall submit the grievance or dispute to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as may be amended and the decision or award made in arbitration shall be final and binding on the parties.

Section B. Should the grievance go to Step 4, the parties hereto agree that within ten (10) days after Step 3, either of the parties shall have the right to submit to the Director of Mediation a request for five (5) names for the purpose of the parties to select one (1) of the five (5) names as the arbitrator. The method in the choice shall be each party to eliminate one name at a time and repeat until the remaining name shall be the arbitrator. It is hereby agreed that the cost and expense of the arbitrator shall be shared equally by the parties to the Agreement.

Section C. For purposes of this Article, the terms “days” or “working days” shall be defined as all weekdays, Monday through Friday, excluding holidays. Upon written agreement, any timelines in this Article may be waived or extended.

ARTICLE XII **TIME OFF FOR UNION ACTIVITIES**

Any employee elected by the Union to represent such Union at International, State or District meetings which require their absence from duty shall be granted the necessary time off to attend such meetings without pay. There shall be no loss of seniority rights or any other rights granted by the Employer, nor shall there be any discrimination to an employee elected to represent the Union at Union activities.

Type of Meeting	Number of Delegates	Maximum Time
International	1	Nine (9) calendar days
State Federation	1	Seven (7) calendar days
State Council	2	Two (2) working days
District	2	One (1) working day

In the event that additional time off is necessary for the above Union activities or other Union business, such additional time off may be granted subject to the approval of the Department Head.

ARTICLE XIII **GENERAL PROVISIONS**

Section A. The management of the Public Works/Land/Zoning Departments and the direction of the working forces, the operation of the department, including the hiring, promotion, and retiring of employees, the suspending, discharging, and calling to work of employees in connection with reduction or increase in the working forces, the scheduling of work and the control and regulation of the use of all equipment and other property of the County are the exclusive functions of the Department Head, under the direction of the County Board, provided, however,

that in the exercise of such functions, the Department Head shall not alter any of the provisions of this Agreement.

Section B. Consumption of alcoholic beverages during working hours shall be grounds for mandatory suspension without pay for a period of two (2) weeks on the first offense. The second offense shall be a mandatory dismissal. Alcoholic beverages shall mean all beverages containing alcohol, to include 3.2 percent beer.

Section C. The Employer agrees to permit two (2) members the Negotiating or Grievance Committee to appear at all negotiating or grievance meetings with the Employer in negotiations or disputes without the loss of pay.

Section D. Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.

Section E. There shall be no replacement of regularly employed employees by voluntary or relief workers.

Section F. All employees shall report to their station without any compensation for transportation. Employees required using their personal car to transport themselves and other workers from their station to the site of work will be compensated on a mileage basis at the legal rate per mile.

Section G. All matters not covered by this agreement shall be settled by negotiation between the Employer and the Union.

Section H. Other Leaves of Absence: Other leaves, such as Military Leave, Jury Duty, etc., which are not expressly contained or referenced herein, shall be administered in accordance with the Pine County Personnel Policies.

ARTICLE XIV **SCHEDULE OF WAGE RATES**

Section A. For 2018 current employees, shall be placed on the step that coincides with their current step placement.

Employees eligible for a performance review shall be reviewed annually on their anniversary date and receive a pay increase based on performance of not less than one percent (1%) and not more than six percent (6%).

No employees shall be paid at a rate above the maximum rate for their grade level.

Section B. New employees may start at any place on the pay scale of their grade (step 1-performance max) and move to the next step after 12 months of employment.

Section C. Pay days to conform with current wage administration.

Section D. Personal Protective Equipment "PPE" All field employees shall wear heavy-duty safety boots. This protective footwear shall comply with OSHA Standard 1910.136 and ASTM F 2413-05 Standard. The County shall provide the appropriate footwear for chainsaw operation. The County shall also provide up to \$ \$275.00 per year for 2018 and 2019 and \$300.00 per year for 2020 toward the purchase of heavy-duty safety boots and safety coats/jackets. Employees shall be responsible to submit receipts of purchase in order to receive reimbursement. Receipts shall not be reimbursed for PPE/safety footwear that does not meet the standards listed above.

Eye Glasses Reimbursement: Employees who wear prescription glasses and whose position requires the wearing of safety glasses shall be reimbursed the cost of one pair of prescription safety glasses once every two (2) years at a reimbursement rate of \$175.00.

Section E. Temporary Assignment: When temporarily assigned to Tech II or Tech III work, the employee so assigned shall receive Tech II or Tech III pay if serving in the capacity for more than four (4) hours per day.

ARTICLE XV

GROUP INSURANCE BENEFITS INSURANCE COVERAGE OF REGULAR EMPLOYEES

Health Insurance:

An employee who qualifies for benefits of the Pine County Medical Plans shall be entitled to medical insurance coverage as specified in the Medical Plans described below, with the following contribution levels. Part-time employees who work at least twenty (20) hour but less than forty (40) hours per week shall be entitled to prorated Employer contributions for medical insurance coverage as specified in the Medical Plans described below.

Section A. Medical Insurance Coverage Options

An employee may choose between either the Blue Cross Blue Shield Comprehensive Major Medical Plan (CMM) 1500 / 4000 Plan or the Blue Cross Blue Shield VEBA Plan, or the Blue Cross Blue Shield H.S.A. Plan, subject to enrollment criteria described in the plans.

Comprehensive Major Medical- CMM:

The Comprehensive Major Medical Plan (CMM 1500/4000) shall be the base plan. The County will contribute the dollar amounts show below per month:

2018 Plan	Premium	Savings contribution
CMM 1500	Single: \$664.50	
	Family: \$1,414.25	
VEBA	Single: \$626.75	Single: \$106.25
	Family: \$1,201.75	Family: \$212.50
HSA	Single: \$623.00	Single: \$107.25
	Family: \$1,414.25	

For 2019 and 2020:

- a. 2019 & 2020 Single Premium: County will pay 100% of the increase on the CMM 1500 plan up to an 8% increase each year. If the increase is more than 8% in either year, the parties agree to reopen negotiations on the amount over 8%.
- b. 2019 & 2020 family premium: County will cover 70% of the premium increase for the CMM 1500 plan. Same dollar amount for other family plans divided between premium and savings.
- c. 2019 & 2020. If the premium amount decreases, the employer and employee shall split the decrease on the amount contributed to the premium 50/50 to the extent that the employee and county contribute to the premium.

Contributions to the VEBA savings account shall be made at the beginning of each quarter. Should a current employee have approved medical costs which necessitates their need for the entire employer contribution to the medical savings account prior to the end of the year, the employer will provide the needed contribution.

The insurance committee with membership from all Unions, non-contract management, and the County Personnel Committee will make a joint recommendation to the County Board. The insurance committee will meet quarterly.

ARTICLE XVI **PROBATION AND TRIAL PERIODS**

Section A. All newly hired or rehired employees shall be probationary and serve the probationary period defined in Article II.

Section B. The Employer, at its sole discretion, may discipline or discharge a probationary employee and such action shall not cause a breach of this Agreement or constitute a grievance hereunder.

Section C. All employees promoted or transferred to a new position shall serve a six (6) month trial period.

Section D. The Employer may return the trial period employee to his/her former position and rate of pay immediately previous to transfer or promotion.

Section E. A trial period employee shall have the right to revert to his/her former position and rate of pay immediately previous to transfer or promotion.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

In the event of any proposed changes to the County Appearance and Dress Policy, the County will form a committee with membership from all Unions, non-contract management and the County Personnel Committee. The committee will make a joint recommendation to the County Board regarding any changes to the policy.

ARTICLE XVIII
DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall continue in full force and effect from January 1, 2018 through December 31, 2020. Either of the parties hereto shall be required to submit written notice at least sixty (60) days prior to the termination of this Agreement for the purpose of negotiating a new agreement. If settlement on a new agreement cannot be reached within the provided sixty (60) days, the present agreement shall remain in effect until a settlement has been reached.

BOARD OF PINE COUNTY
COMMISSIONERS
PINE COUNTY, MINNESOTA

By:



County Board Chair

Date: 10-Jan-2018

Attest:



David J. Minke

County Administrator

Date: 1-10-18

LOCAL #1647 AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

By:



Chapter Chair

Date: Jan 8, 2018

By:



Negotiation Committee Member

Date: Jan 8, 2018

By:



AFSCME Staff Representative

Date: 12-29-17

Appendix A

2018						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Perf Max
2	14.61	15.24	15.86	16.49	17.11	18.99
3	15.48	16.14	16.81	17.47	18.14	20.13
4	16.41	17.11	17.82	18.52	19.22	21.33
5	17.40	18.14	18.89	19.63	20.38	22.61
6	18.44	19.23	20.02	20.81	21.60	23.97
7	19.55	20.39	21.22	22.06	22.90	25.41
8	20.72	21.61	22.49	23.38	24.27	26.93
9	21.96	22.90	23.84	24.78	25.73	28.55
10	23.28	24.28	25.27	26.27	27.27	30.26
11	24.68	25.74	26.79	27.85	28.91	32.08

2019						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Perf Max
2	15.05	15.69	16.34	16.98	17.63	19.76
3	15.94	16.63	17.31	18.00	18.68	20.94
4	16.90	17.63	18.35	19.07	19.80	22.19
5	17.92	18.69	19.46	20.22	20.99	23.52
6	18.99	19.81	20.62	21.43	22.25	24.94
7	20.14	21.00	21.86	22.72	23.59	26.43
8	21.34	22.26	23.17	24.08	25.00	28.02
9	22.62	23.59	24.56	25.53	26.50	29.70
10	23.98	25.01	26.03	27.06	28.09	31.48
11	25.42	26.51	27.60	28.69	29.78	33.37

2020						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Perf Max
2	15.50	16.16	16.83	17.49	18.16	20.75
3	16.42	17.13	17.83	18.54	19.24	22.00
4	17.41	18.16	18.90	19.65	20.39	23.31
5	18.46	19.25	20.04	20.83	21.62	24.71
6	19.56	20.40	21.24	22.08	22.92	26.20
7	20.74	21.63	22.52	23.40	24.29	27.77
8	21.98	22.92	23.86	24.81	25.75	29.43
9	23.30	24.30	25.29	26.29	27.29	31.20
10	24.70	25.76	26.81	27.87	28.93	33.07
11	26.18	27.30	28.43	29.55	30.67	35.06

Appendix A

Grade 5	Zoning & Environmental Tech. Support Joy Hix
Grade 8	Environmental Technician Vacant
Grade 8	Land Management Technician Land/Resources Development Vacant
Grade 9	Engineer Technician III Anthony Anderson Jon Johnson Shawn Linnell
Grade 9	Survey Crew Chief Galen Kelash Kirby Olson

Appendix B: Health Insurance

Appendix B

2018 Monthly Health Insurance Premiums with Blue Cross Blue Shield Full-Time Employees: Non-Union and Settled Contracts with Signed MOU for H.S.A.

Plan Type	Annual Deductible (In- Network)		Out-Of-Pocket (OOP) Max		Premiums		County Contributions		Employee Deductions	
	Network	Out-Of-Pocket	Monthly	Monthly	Per Pay Period (This amount will show up on your paycheck under 'Pre-Tax Deductions')	Monthly	Per Pay Period (This amount will show on your paycheck under 'Pay')	Employer Annual Contribution to VEBA or HSA Savings*	Monthly	Per Pay Period (This amount will not show on your paycheck)
CLM 1500 Single	\$ 1,500.00	\$ 3,000.00	\$ 664.50	\$ 332.25	\$ 664.50	\$ 332.25	NA	\$ 247.75	\$ 123.88	
CLM 1500 Family	\$ 4,000.00	\$ 5,000.00	\$ 1,662.00	\$ 831.00	\$ 1,414.25	\$ 707.13	NA	\$ 247.75	\$ 123.88	
VEBA Single	\$ 1,850.00	\$ 1,850.00	\$ 717.50	\$ 358.75	\$ 626.75	\$ 313.38	\$ 1,275.00	\$ 90.75	\$ 45.38	
VEBA Family	\$ 3,700.00	\$ 3,700.00	\$ 1,927.50	\$ 963.75	\$ 1,201.75	\$ 600.88	\$ 2,550.00	\$ 725.75	\$ 362.88	
H.S.A. Single	\$ 2,700.00	\$ 2,700.00	\$ 623.00	\$ 311.50	\$ 623.00	\$ 311.50	\$ 1,287.00	\$ -	\$ -	
H.S.A. Family	\$ 5,400.00	\$ 5,400.00	\$ 1,556.50	\$ 778.25	\$ 1,414.25	\$ 707.13	\$ -	\$ 142.25	\$ 71.13	

*Prorated based on month of enrollment

H.S.A. Contribution (Limits (2018))
Single - \$3,450
Family \$6,900
Catch up Contribution (age 55 or older) Additional \$1,000

2018 Monthly Dental Insurance Premiums with Health Partners					
Dental Premiums are 100% Employee Paid					
Plan	Plan Coverage		Plan Premium		Plan Premium
	Employee	Employee + 1	Employee	Employee + 1	
Basic	\$ 27.61	\$ 52.55	\$ 96.35	\$ 153.50	\$ 153.50