

Notice & Agenda

Swift County Board of Commissioners

Tuesday, February 18, 2014

11:00 AM

Swift County Board Room – 301 14th St N, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		Call to Order and Roll Call
11:01 a.m.		Approve Agenda
11:03 a.m.		Consent Agenda
	1-2	(1) Minutes from February 4, 2014
	3	(2) Minutes from the Executive Session of February 4, 2014
	4-7	(3) Consider approving an agreement with Countryside Public Health to complete nursing services at the Swift County Jail.
11:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
11:05 a.m.		Commissioner and Board reports
11:20 a.m.		County Administrator report
11:25 a.m.		Citizens Comments
11:25 a.m.	8	Presentation from the Montevideo Veterans Home Committee
11:40 a.m.		Jennifer Frost, Swift County RDA Executive Director
	9-13	Consider approving a Swift County RLF Loan in the amount of \$125,000 to Del Overholser, CEO of Northern Geo, LLC to open a geothermal manufacturing company in Appleton
11:50 a.m.		Mike Johnson, Parks and Drainage Supervisor
	14-16	Present MN DOT petition to complete minor alterations on JD #5 and consider setting a public hearing.
		Other Business
	17-18	Consider appointing members to the Health Insurance Committee and the Wellness Committee
	19-42	Consider approving 2014-2016 Labor Agreement between AFSCME Local No. 2538 Highway and Environmental Services Unit and Swift County
	19 & 43-65	Consider approving 2014-2016 Labor Agreement between AFSCME Local No. 2538 Courthouse Unit and Swift County
		Closed session to consider strategy for labor negotiations
		Consider approving a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03)
		Closed session to consider strategy for labor negotiations
		Adjourn close session and return to open session
12:15 p.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

February 4, 2014

Chairman Fox called the meeting to order at 9:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Auditor Kim Saterbak and County Attorney Robin Finke.

Chairman Fox asked if there were any additions to the agenda. No additions were requested.

02-04-14-01 Commissioner Peterson moved and Commissioner Rudningen seconded to approve the agenda as printed. Motion carried unanimously.

02-04-14-02 Commissioner Hendrickx moved and Commissioner Klemm seconded to approve the Consent Agenda which consisted of: (1) Minutes from the January 21, 2013 Meeting, (2) Consider approving a revision to the JPA agreement for Southern Prairie Community Care, and (3) Consider approving provider participation agreement with Southern Prairie Community Care. Motion carried unanimously.

02-04-14-03 Commissioner Rudningen moved and Commissioner Klemm seconded to approve the Commissioner warrants as follows: Alternative Micrographics, \$9,345.80; Cee Vi Task Force, \$43,534.35; Center Point Energy Minnegasco, \$2,808.02; CLIFTONLARSONALLEN LLP, \$14,300.00; Pemberton Sorlie Rufer And Kershner Pllp, \$2,055.00; Royal Tire Inc, \$2,808.63; Springsted Inc, \$11,819.05; Tom's Service, \$2,350.42; Torborg Equipment, \$6,366.00; Treasurer City Of Appleton, \$5,143.49; Upper MN Valley RDC, \$3,500.00; and Waste Management Of Northern Minnesota, \$6,361.88.

Board and Committee Reports were given as follows: Chairman Fox reported on Southern Prairie Community Care, Swift County Benson Hospital Finance Committee and Board Meeting, the Pomme de Terre Watershed, a meeting on the status of Propane. Commissioner Klemm reported on the Montevideo Veterans Home meeting, RDA Board Meeting, and the MN Public Sector Collaborate meeting. Commissioner Peterson had no report. Commissioner Rudningen reported on the County Technology Committee and the ARMOR Board Meeting. Commissioner Hendrickx had no report.

Administrator Pogge-Weaver reported on health insurance, update on the Springsted Classification and Compensation Study, and meetings on Daycare in the County and OB services at SCBH.

County Treasurer Ron Vadnais went over the fourth quarter 2013 cash and investments with the board.

Administrator Pogge-Weaver went over the preliminary 2013 end-of-year executive department budget report.

Environmental Services Director Scott Collins presented a resolution on adopting and implementing the Swift County Solid Waste Management Plan.

02-04-14-04 Motion by Commissioner Hendrickx and seconded by Commissioner Rudningen to approve the proposed resolution. Motion carried unanimously.

Administrator Pogge-Weaver reviewed the Swift Planning Grants for Cities and Townships in the County.

02-04-14-05 Motion by Commissioner Rudningen and seconded by Commissioner Klemm to approve the grant application. Motion carried unanimously.

Administrator Pogge-Weaver reviewed the resolution presented by AMC related to Legal Notice Publication. The board discussed the resolution with the general consensus being that they would support the resolution while keeping in the policy of the County to continue to publish all notices in a local

newspaper.

02-04-14-06 Motion by Commissioner Hendrickx and seconded by Commissioner Peterson on the AMC resolution related to Legal Notice Publication. Motion carried unanimously.

Administrator Pogge-Weaver reviewed recent employment updates with the board.

02-04-14-07 Commissioner Hendrickx moved and Commissioner Rudningen seconded to recess the regular meeting and go into a closed session to complete an annual performance review of County Administrator Michel Pogge-Weaver pursuant to Minnesota Statute 13D.03, Subd 3. Motion carried.

The regular meeting recessed to the closed session at 9:51 AM.

The regular meeting reconvened at 10:16 AM.

02-04-14-08 Commissioner Hendrickx moved and Commissioner Rudningen seconded to give Administrator Pogge-Weaver a favorable rating based on the Department Heads' and Commissioners' reviews and a resolution amending the employment contract with County Administrator Michel Pogge-Weaver contract by: 1) Changing the salary from \$86,000.00 per annum to \$89,440.00 per annum effective February 11, 2014 and 2) allowing the initial service credit for vacation to be interchangeable with paid-time-off (PTO) if he choose to convert to the new PTO plan and giving him until February 7, 2014 to choose if he will convert to the new PTO benefit or remain on the with the current Vacation and Sick leave benefits. Motion carried unanimously.

Chair Fox adjourned the meeting at 10:17 AM.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, County Administrator

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
February 4, 2014

Date convened: Tuesday, February 4, 2014

Time Convened: 9:51 AM

Time adjourned: 10:16 AM

Members Present: Commissioners Fox, Hendrickx, Klemm, Peterson, and Rudningen

Members Absent: None

Also Present: County Administrator Michel Pogge-Weaver and County Attorney Robin Finke

Purpose: To evaluate the performance of an individual who is subject to its authority pursuant to Minnesota Statue 13D.03, Subd 3 for a scheduled annual performance review of County Administration Michel Pogge-Weaver

Chairman Fox called the executive session to order at 9:51 AM with all members present as well as County Administrator Mike Pogge-Weaver and County Attorney Robin Finke. The Board reviewed Department Heads' and Commissioners' evaluation forms and gave verbal feedback to Mr. Pogge-Weaver on his performance to date. The review was favorable.

02-04-14-1-ExS Commissioner Hendrickx moved and Commissioner Rudningen seconded to adjourn. Motion carried.

Executive Session adjourned at 10:16 AM

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, County Administrator



Request for Board Action

BOARD MEETING DATE:
February 18, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving an agreement with Countryside Public Health to complete nursing services at the Swift County Jail.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: The County is required to secure nursing services for the inmates house in the Swift County Jail. Based on increased costs, Countryside Public Health is proposing a modist increase in their rates starting January 1, 2014. Staff, including Sheriff Holtz, have reviewed the proposed rates and are recommending approval.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? N/A	

Budget Information

FUNDING: This will be covered as part of the Jail Operations Budget

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will review prior to final execution	RECOMMENDATIONS: Approve
COMMENTS: N/A	COMMENTS: None

RESOLUTION

APPROVING AN AGREEMENT WITH COUNTRYSIDE PUBLIC HEALTH TO COMPLETE NURSING SERVICES AT THE SWIFT COUNTY JAIL

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the agreement for nursing services at the Swift County Jail between Countryside Public Health and Swift County is approved and the Board Chairman and Clerk of the Board are hereby authorized to sign the same on behalf of Swift County.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 18th day of February 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Klemm ___

COUNTRYSIDE PUBLIC HEALTH SERVICE
Agreement for Public Health Nursing Services

This agreement is made by and between Countryside Public Health Service, hereinafter referred to as the "health service" and Swift County Jail hereinafter referred to as the "organization" for the purpose of providing health related services to the organization.

The agreement time period

Commencing January 1, 2014 and ending December 31, 2014

Services by the health service to be reimbursed at the rate:

Schedule A: \$75.00 per hour for expanded nursing service to be billed monthly.

This agreement may be cancelled by either party at anytime and without cause upon thirty days written notice to the other party. Both parties hereto agree that records relevant to this agreement are subject to reviews by the health service, the legislative auditor and/or the state auditor.

Countryside Public Health is an Affirmative Action/Equal Opportunity Employer.

Dated this 14, 2014 day of January.


Signature of Countryside Public Health
Administrator

Signature of Responsible Representative

Address/Organization

**Schedule A Rate: \$75/Hour
Contract for Expandable Services**

Direct Nursing Time:

- _____ Review of inmate medical questionnaire - completed by the booking jailer
- _____ Policy and Procedure - review Chapter 2911 Section 9 Health Policies
- _____ Inmate Medication
 - Check Medication sheets
 - Order and reorder medications
 - Reviewing Medication sheets for medication errors
- _____ Review safety concerns and make recommendations
- _____ Health information –visit with inmates and/or staff to provide health education
- _____ TB screening – Mantoux testing and follow-up per MN Statute 144.445
- _____ Health Appraisal – for inmates who present chronic or persistent medical conditions within 14 days
- _____ Inmate Medical Request – dental, medical, or mental health
- _____ Immunization consultation – as requested
- _____ Other Translator Services for \$35.00/hour

Jail Staff Education:

- | | |
|-----------------------------|---------------------------|
| _____ Infection Control | # of classes AS REQUESTED |
| _____ Blood Borne Pathogens | # of classes AS REQUESTED |
| _____ Medication Delivery | # of classes AS REQUESTED |
| _____ Other _____ | # of classes AS REQUESTED |

Note: Time for contracted services will be negotiated between parties based on the needs of the agency and of the clients.



VETERANS FRIENDLY COMMUNITY
103 Canton Avenue, P.O. Box 517
Montevideo, MN 56265

www.montevideomn.org Phone: 320-269-6575 Fax: 320-269-9340 cdd@montevideomn.org

Montevideo's Veterans Home...

Montevideo has a complete plan in place to build and support operations of the next Veterans Home in our community. The need for a Veterans Home is proven. Financial supporters of this project have committed over four and a half million dollars to the construction of a Veterans Home in Montevideo. There are over 12,000 Veterans and 12 National Guard or Reserve Units within a 60 minute driving distance of Montevideo. The current waiting list to receive 1 of the 860 beds in one of the five Minnesota Veterans Home includes over 1,000 individuals.

The Numbers...

\$33,010,000 Estimated Project Cost for New Veterans Home in Montevideo

\$22,116,700 Federal Share (2/3)

\$10,893,300 State Share (1/3)

\$6,061,155 *State Share AFTER local committed funds and costs to date of \$4,832,145*

Regional Financial Supporters...

Chippewa County, Montevideo Community Development Corporation, Montevideo City Council, Montevideo Industrial Development Corporation, Minnwest Bank Inc, Montevideo Economic Development Authority, Yellow Medicine County, Lac qui Parle County, Southwest Minnesota Housing Partnership, American Legion Post #59, KleinBank Inc, World War II/Korean War Vets Coffee Group, Chippewa County Township Organization, Watson Lions Club, and numerous more supporting entities...

Project Design & Site Information...

The proposed 90 bed Veterans Home provides state-of-the-art social and operational organization with four neighborhood clusters, all equal distance from communal space which includes an exercise center. The building provides passive solar design and is a platform for future solar thermal collectors. The site plan provides for geothermal heating and wind turbine generated power.

Economic Impact...

In a study conducted by University of Minnesota Extension examining the economic impact of a proposed new Veterans Home in Montevideo, Minnesota it was found that employment in the study area is predicted to increase by 205 full and part time jobs annually due to the daily operation of the facility. Labor income in the local economy is predicted to increase by \$7,945,566 annually due to the daily operation of the facility.



Request for Board Action

BOARD MEETING DATE:
February 18, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: RDA	REQUESTOR: Jennifer Frost	REQUESTOR PHONE: 320-842-4769
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a Swift County RLF Loan in the amount of \$125,000 to Del Overholser, CEO of Northern Geo, LLC to open a geothermal manufacturing company in Appleton	
AGENDA YOU ARE REQUESTING TIME ON: 11:40 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: See attached Application for request. Justification of recommendation: Pros: jobs created, key industry to Swift County– renewable energy, applicants business experience, positive impact on community /demonstrated community support for project, vacant building becoming employable space – not storage. Cons: amount of leveraged public funds, subordinate collateral position. \$125k was recommended to stay below the MN Business Subsidy threshold (\$150k), and \$125k matches the highest previously approved RLF loans.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Loan Committee of Gary Klemm, Terry Yokam, and Randy Simmonds met with Del on 2/10 and recommended approval* of loan at \$125k @ 3%, 10 year amortized over 7 years with shared pro-rata 2nd on Inv, A/R & Epmt. Monthly pmt/1st pmt 60 days after close. *Contingent on updated financial projections reflecting final structure and full participation. Other parties: UMRDC, SWIF, J Pac, TAP, F&M Bank, Prairie Sun Bank.

Budget Information

FUNDING: Swift County RLF Balance ~\$370k at 1/31/14. Approval would leave ~\$245k in fund
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Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Not yet reviewed	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

LOAN APPLICATION

- Swift County Rural Development Finance Authority (RDA)
 Swift County Revolving Loan Fund

I. APPLICANT INFORMATION

NAME OF BUSINESS: Northern Geo, LLC
BUSINESS ADDRESS: 75 West Veum Ave
CITY, STATE, ZIP: Appleton, MN 56215

APPLICANT/CONTACT PERSON: Del Overholser TITLE: Onwer/President
PHONE: 763-856-6830 EMAIL ADDRESS: deloverholser@gmail.com

TYPE OF APPLICANT: Sole Proprietorship Corporation Partnership
 Limited Liability Corporation Limited Liability Partnership

IF THE BUSINESS IS A CORPORATION OR PARTNERSHIP PLEASE LIST INDIVIDUALS WITH OWNERSHIP SHARE OF AT LEAST 20%

NAME: Del and Susie Overholser % of ownership 100
ADDRESS: 14061 266th Ave NW
CITY, STATE, ZIP: Livonia, MN 55398

WHAT IS THE NATURE OF THE BUSINESS? We are proposing opening a company in Appleton called Northern Geo to manufacture geothermal heat pumps

HOW MUCH CASH EQUITY ARE YOU PLANNING TO INVEST IN YOUR BUSINESS VENTURE?
\$250,000

II. PROPOSED LOAN REQUEST

TOTAL PROJECT COST: \$1,585,000 AMOUNT OF RDA LOAN REQUEST: \$ 175,000

TERM: 10years INTEREST RATE: 2%

COLLATERAL: pro-rata shared 2nd on Inv, A/R and Equipment

LEIN POSITION: Pro-rata shared 2nd w/SWIF, RDC, JPAC

TYPE OF PROJECT: Existing Business Expansion
 Purchase of Existing Business
 New Business
 Other, please explain _____

III. PROJECT DESCRIPTION:

BREIF DESCRIPTION OF THE PROJECT FOR WHICH FUNDING IS SOUGHT:

Northern Geo is a proposed geothermal heat pump manufacturing company that will occupy the now vacant geo plant in Appleton. In addition to furniture, machinery and equipment being purchased, Northern Geo will also acquire substantially all of the assets of the geothermal product line of Electro Industries.

PLEASE EXPLAIN WHY YOU ARE SEEKING PULIC FUNDS. SPECIFY WHY THE FINANCING GAP EXISTS: (i.e. inadequate bank financing): **Farmers and Merchants State Bank (F&M) and Prairie Sun Bank (PSB) have agreed to provide a \$335,000 line of credit but operating and acquisition funds are needed that they cannot finance so the gap exists.**

IV. JOB CREATION/RETENTION INFORMATION

EXISTING JOBS: 0 JOBS TO BE CREATED: 17 JOBS TO BE RETAINED:

NEW, FULLTIME JOBS PAYING AT LEAST \$12.61* PER HOUR 16

*Poverty rate for family of four (\$26,228.80 annually)

TIMETABLE FOR JOB CREATION: This company will create 17 new jobs within two years.

DIRECT IMPACT ON LOCAL TAX BASIS ESTIMATED: \$0 (est. Property taxable value increase)

V. AGREEMENT

I have willfully furnished this information; to the entity indicated on page one of this application, for the purpose of applying for a loan.

\$ I understand the information provided may be reviewed by the appropriate staff, and/or Board(s).

\$ I understand that the information I have provided may be made public according to the laws of the State of Minnesota.

\$ I am fully aware that if my loan is approved, I will be responsible to pay any legal fees and mortgage filing fees associated with the loan made to me and/or my business.

\$ I understand that if approved, **the funds provided are a loan and must be paid back** to the lender(s) in the time and under the conditions agreed to at the time of approval.

APPLICANT SIGNATURE  TITLE CEO

APPLICANT SIGNATURE _____ TITLE _____

DATE Feb 10, 2014

FOR USE BY LOAN COMMITTEE

DATE: 2/10/14 NAME OF BORROWER: Del Overholser

AMOUNT OF LOAN REQUESTED: 175,000

AMOUNT OF LOAN RECOMMENDED: \$ 125,000
INTEREST RATE: 3 %

COLLATERAL/POSITION: pro rata - shared 2nd on Inv, A/R, + Equipment

AMORTIZATION/TERM: 10 yr amort, 7 year term

PAYMENT SCHEDULE (First payment, monthly, annually, etc.): monthly - 1st pmt 60 days after close.

LOAN SOURCES(S) USED BY RDA AND AMOUNTS: SWIFT COUNTY RLF

COMMENTS: (If loan was recommended with conditions, state reasons, conditions and recommendations. Continue on back of page if necessary.)

- Contingent - financial projections reflect final structure w/ positive cash flow + all lenders approve

LOAN REVIEW COMMITTEE SIGNATURES

DATE

[Signature]

2-10-14

[Signature]

2-10-14

[Signature]

2-10-14

APPLICANT SIGNATURE(S)

DATE

[Signature]

2-10-14

FOR BOARD ACTION

LOAN : _____ Approved _____ Denied

COMMENTS: (If loan was denied or approved with conditions, state reasons, conditions and recommendations. Continue on back of page if necessary.)

Community benefits:

When building original addition in 2007
shared half cost to bury power lines - led to memorial, trail along
pomme de terre river

Del feels social responsibility to the Appleton Community
- demonstrated by building downtown + beautifying area. (w/ removed overhead
power lines)
- potential new residents for management jobs
(previously these positions were located in Elk River)

Key Industries:

Renewable/Bio Energy businesses have been recognized
as a key industry to Swift County



Request for Board Action

BOARD MEETING DATE:
February 18, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Park, Drainages, and Wetlands	REQUESTOR: Mike Johnson	REQUESTOR PHONE: 320-843-8348
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Present MN DOT petition to complete minor alterations on JD #5 and consider setting a public hearing.	
AGENDA YOU ARE REQUESTING TIME ON: 11:50 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: The drainage authority is required to set and hold a public hearing
BACKGROUND/JUSTIFICATION: Attached is a petition to complete minor alterations on JD #5. This work will be done as part of reconstruction work on Highway 29 from Benson south to Highway 40. 3 Bridges on JD #5 will be affected with 2 being replaced with box culverts and one with a new bridge. The drainage authority needs to set a public hearing to consider the petition.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will review prior to final action	RECOMMENDATIONS: Review
COMMENTS: n/a	COMMENTS: None

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen	
Action	Vote

MNDot proposed bridge and culvert sites

Inplace bridge
Proposed (1) 12 x 10 box culvert
(2) 12 x 7 box culvert

Inplace bridge
Proposed (1) 12 x 10 box culvert
(2) 12 x 7 box culvert

40th St SE CSAH 14

Hwy 29

Judicial Ditch #5

CSAH 10

Inplace bridge
Proposed bridge 80'

**PETITION OF STATE OF MINNESOTA, BY CHARLES A. ZELLE,
ITS COMMISSIONER OF TRANSPORTATION, FOR THE RIGHT
TO MAKE MINOR ALTERATIONS IN ~~COUNTY DITCH NO. 24, AND~~
JUDICIAL DITCH NO. 5, IN SWIFT COUNTY**

For his Petition, Charles A. Zelle, Commissioner of Transportation, alleges as follows:

1. That this Petition is brought in accordance with Minn. Stat. § 161.28.
2. ~~That County Ditch No. 24 is a duly established county ditch in Swift County.~~
That Judicial Ditch No. 5 is a duly established judicial ditch in Swift County.
3. That Trunk Highway No. 29 is directly affected by ~~County Ditch No. 24, and~~
Judicial Ditch No. 5.
4. That it is advantageous and desirable in the construction and maintenance of
Trunk Highway No. 29 that minor alterations be made in those portions of
~~County Ditch No. 24, and~~ Judicial Ditch No. 5 described as follows:
5. That attached hereto, showing the location and nature of the minor alterations in
~~County Ditch No. 24, and~~ Judicial Ditch No. 5 are plan sheets marked Exhibit
"A", said exhibit made a part hereof by reference.
6. That said minor alterations will not affect the functioning nor impair
the efficiency of said ~~County Ditch No. 24, or~~ Judicial Ditch No. 5, or any of their
branches, or laterals, if any.

WHEREFORE, your petitioner prays that the County Board make its order allowing
Charles A. Zelle, Commissioner of Transportation, and petitioner herein, to make said
minor alterations as set out herein.



Request for Board Action

BOARD MEETING DATE:
February 18, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider appointing individuals to the Health Insurance Committee and Wellness Committee	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The County is looking to establish both a health insurance committee and wellness committee. Members from the various union groups have been selected by their respective groups. For the Health Insurance Committee: Tammy Ascheman (Highway/Environmental Services), Ron Vadnais (Elected), Carla Roberts (Courthouse), Amanda Ness (Non-Union), and Becky Brown (Human Services) For the wellness committee: Tammy Ascheman (Highway/Environmental Services), Brenda Semler (Non-Union), Ron Vadnais (Elected), Terri Orr (Courthouse), and Jennifer Warnock (Human Services) In the addition to the above individuals, two board members and the County Administrator also serve on the committee. The Board should discuss and appoint members to the two committees. At this point we are also looking for members of the LELS union group (Deputies and CCO) for the committees.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: No review needed	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

RESOLUTION

**MAKING APPOINTMENTS TO THE
COUNTY HEALTH INSURANCE COMMITTEE AND
WELLNESS COMMITTEE**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the County Board desires to establish both a health insurance committee and wellness committee.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are appointed the County Health Insurance Committee:

Individual (Group)

- Tammy Ascheman (Highway/Environmental Services)
- Ron Vadnais (Elected)
- Carla Roberts (Courthouse)
- Amanda Ness (Non-Union)
- Becky Brown (Human Services)
- Mike Pogge-Weaver (Administration)
- _____ (Commissioner)
- _____ (Commissioner)

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are appointed the County Wellness Committee:

Individual (Group)

- Tammy Ascheman (Highway/Environmental Services)
- Brenda Semler (Non-Union)
- Ron Vadnais (Elected)
- Terri Orr (Courthouse)
- Jennifer Warnock (Human Services)
- Mike Pogge-Weaver (Administration)
- _____ (Commissioner)
- _____ (Commissioner)

Adopted on a _____ vote by the Swift County Board of County Commissioners the 18th day of February 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox	___	Hendrickx	___	Klemm	___
Peterson	___	Rudningen	___		



Request for Board Action

BOARD MEETING DATE:
February 18, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: 1) Consider approving 2014-2016 Labor Agreement between AFSCME Local No. 2538 Highway and Environmental Services Unit and Swift County 2) Consider approving 2014-2016 Labor Agreement between AFSCME Local No. 2538 Courthouse Unit and Swift County	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The County is in the process of renegotiating labor agreements with all four of the County's union groups. All of the labor agreement expires as of December 31, 2013. The Board previously approved a contract with LELS (Deputies and Communications & Corrections Officers) on a new three year contract. Agreements have now been reach with AFSCME Local No. 2538 Highway and Environmental Services Unit and Courthouse Unit. The major changes in the contract includes: <ol style="list-style-type: none"> 1. Moving to a paid-time-off (PTO) plan for all new hires and current employees who choose to make the change. This replaces the vacation, sick and severance pay that the contract currently provides. 2. Permits the County to develop and implement a participatory wellness program. 3. Any employee leaving County service will have a prorated portion of the employer funded VEBA or HSA account withheld from their severance and last pay check. 4. The agreement provides for the following wage increases: 1% on January 1, 2014, 1% on July 1, 2014, 2.5% on January 1, 2015, and 1.5% on January 1m 2016. <p>Members of the two groups have ratified the proposed agreements. The County's negotiating team is recommending approval of the agreement as presented.</p> <p>The only contract left to be finalized is with Human Services Unit of AFSCME Local No. 2538.</p>	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: Reviewed by the County's Labor Attorney	COMMENTS: None

RESOLUTION

**APPROVING 2014-2016 LABOR AGREEMENT BETWEEN
AFSCME LOCAL NO. 2538 HIGHWAY AND ENVIRONMENTAL SERVICES UNIT
AND SWIFT COUNTY**

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the 2014-2016 Labor Agreement between AFSCME Local No. 2538 Highway and Environmental Services Unit and Swift County is approved and the Board Chairman and Clerk of the Board are hereby authorized to sign the same on behalf of Swift County.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 18th day of February 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

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LABOR AGREEMENT

between

THE BOARD OF COUNTY COMMISSIONERS

SWIFT COUNTY, MINNESOTA

and

THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION NO. 2538

HIGHWAY AND ENVIRONMENTAL SERVICES

JANUARY 1, 2014 thru DECEMBER 31, 2016

Table of Contents

PREAMBLE	3
ARTICLE I. RECOGNITION	3
ARTICLE II. HOURS OF WORK	4
ARTICLE III. HOLIDAY PROVISIONS	5
ARTICLE IV. VACATIONS	6
ARTICLE V. SICK LEAVE	7
ARTICLE VI. PTO	9
ARTICLE VII. HEALTH AND WELFARE	11
ARTICLE VIII. OTHER LEAVES	13
ARTICLE IX. SENIORITY AND RETIREMENT	13
ARTICLE X. GRIEVANCES AND DISPUTES	15
ARTICLE XI. SAVINGS CLAUSE	17
ARTICLE XII. GENERAL PROVISIONS	18
ARTICLE XIII. LONGEVITY BENEFIT	19
ARTICLE XIV. NOTICE OF TERMINATION AND/OR MODIFICATION	19
ARTICLE XV. DURATION AND EFFECTIVE DATE	19
APPENDIX A – CLASSIFICATION AND COMPENSATION	20
APPENDIX B – MEMORANDUM OF UNDERSTANDINGS	22

PREAMBLE

This Agreement is entered into by the Swift County Board of Commissioners, hereinafter referred to the Employer and the American Federation of State County and Municipal Employees council 65, AFL-CIO, Local 2538, hereinafter referred to the Union has as it's purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I. RECOGNITION

Section 1

The Board recognizes Local No. 2538, AFSCME, AFL-CIO, as the representative for collective bargaining purposes of the employees of Swift County, Minnesota, in the unit composed of "All employees of the Swift County Highway Department and Environmental Services, excluding the County Highway Engineer and all other employees" as certified by the Bureau of Mediation Services, dated June 1, 1971, amended March 8, 1991.

Section 2

The Board shall not enter into any agreements with the employees coming under the jurisdiction of this Memorandum, either individually or collectively, which in any way conflicts with the terms and conditions of this Memorandum. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, color, sex, disability, religious or political belief.

Section 3

The Employer agrees to deduct from the last paycheck of each month the dues and other Union approved deductions of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made. The Union shall provide standard authorization cards for check off of dues.

ARTICLE II. HOURS OF WORK

Section 1

Highway Department Winter Work Schedule

The basic winter work schedule for full-time employees shall be five (5) eight (8) hour days, Monday through Friday, comprising forty (40) hours per week. These hours may be extended in case of emergency. Snow removal, floods, washouts, dangerous conditions, or impassable sections of roadway or completion of necessary work may be considered emergencies. The County reserves the right to vary the starting time of any work shift. The normal starting time for Highway Maintenance employees and Engineering Technicians shall be 7:00 A.M.

Highway Department Summer Work Schedule (Amended 2011)

The basic summer work schedule for full-time employees shall be four (4) ten (10) hour days, Monday through Thursday, comprising forty (40) hours per week from May 1st pay period to October 15th pay period. This schedule may commence by mutual agreement earlier than May 1st should weather conditions allow. These hours may be extended in case of emergency. Floods, washouts, dangerous conditions, or impassable sections of roadway or completion of necessary work may be considered emergencies. The County reserves the right to vary the starting time of any work shift. The normal starting time for Highway Maintenance employees shall be 6:30 A.M. The normal starting time for Engineering Technicians shall be 7:00 A.M. The Employer will allow Engineering Technicians to work four (4) ten (10) hour days when construction schedules conform to such a schedule.

Environmental Services Department Work Schedule

The basic work schedule for full-time employees shall be five (5) eight (8) hour days, Monday through Friday, from 7:00 am -3:30 pm, comprising forty (40) hours per week.

Section 2 Premium Pay

Highway Department Winter Schedule & Environmental Services Department

All hours worked beyond the eight (8) hours daily, or the forty (40) hours per week, but not both, shall be overtime and shall be figured at time and one-half (1-1/2) the employees regular rate of pay. All work performed on Sundays shall be paid at double (2X) time the employees regular rate of pay.

Highway Department Summer Schedule

All hours worked beyond the ten (10) hours daily, or the forty (40) hours per week, but not both, shall be overtime and shall be figured at time and one-half (1-1/2) the employees regular rate of pay. All work performed on Sundays shall be paid at double (2X) time the employees regular rate of pay.

Section 3

All employees shall receive two (2) fifteen (15) minute rest periods in each eight (8) hour shift at times designated by their supervisor.

Section 4

An employee called back to work after having completed their regular work shift shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) rates.

Section 5

Any employee required to stand at the shop for a special emergency work shall be compensated at time and one-half (1-1/2) rates as per Article II.

ARTICLE III. HOLIDAY PROVISIONS

Section 1

Full-time employees shall receive credit for hours equal to the number of hours in their normal work day during the week each of the following holidays is celebrated:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	One (1) Floating Holiday

In addition, the employee shall work only until noon on Christmas Eve Day provided that when Christmas falls on a Saturday, employees shall work only until noon on the preceding Thursday. When Christmas falls on a Sunday or Monday, employees shall work only until noon on the preceding Friday. Likewise, when New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the preceding Friday will be a holiday, and that when New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Sunday, the following Monday will be a holiday. The floating holiday may be used for personal leave, birthday, etc., with prior approval. The Day After Thanksgiving shall be substituted as a holiday in place of Columbus Day for employees employed in Environmental Services.

Section 2

For any work performed on a holiday, an employee shall receive one and one-half (1-1/2) rates for those hours, in addition to their regular holiday credits, as per Article III, Section 1.

Section 3

When a holiday falls on an employee's scheduled day off, they shall receive another day off within a two (2) week period. If a holiday falls while an employee is on an approved leave of absence, they shall receive an additional day of leave.

Section 4

Effective January 1, 1992, regular part-time employees shall have the holidays prorated based on the average number of hours worked in a week.

ARTICLE IV. VACATIONS

Article IV. Vacations does not apply to Employees hired on or after January 1, 2014 or those Employees who elected to switch to PTO.

Section 1

After a qualifying period of six (6) months, a new employee shall be credited with six (6) days of vacation. Thereafter, they shall be considered a regular employee and shall receive credits for vacation on the following basis:

The employee shall be credited with one (1) day of vacation for each month on the basis of eight (8) hours per day, for service up to five (5) years. After the fifth (5th) year and up, including the tenth (10th) year of service, the employee shall be credited with one and one-quarter (1-1/4) days of vacation time each month on the basis of eight (8) hours per day. After the tenth (10th) year and up, including the fifteenth (15th) year of service, an employee shall be credited with one and one-half (1-1/2) days of vacation time each month on the basis of eight (8) hours per day. After the fifteenth (15th) year and up, including the twentieth (20th) year of service, an employee shall be credited with one and three-quarter (1-3/4) days of vacation time each month on the basis of eight (8) hours per day. After the twentieth (20th) year of service and on, an employee shall be credited with two (2) days of vacation time each month on the basis of eight (8) hours per day.

Section 2 (Amended 1976)

Employees terminating their employment, either by resignation, death or otherwise, shall be paid for the number of unused vacation time accumulated to their credit up to 24 days.

Section 3 (Amended 1978)

Unused vacation time, not to exceed twenty-four (24) days, shall be carried over and credited to the employee, year to year; any extended vacation will be at the discretion of the Department Head. Employees may take vacation time in advance, not to exceed six (6) days, if they do not have sufficient accumulated days, the advanced days to be repaid.

Section 4 (Amended 2011)

Vacation requests must be cleared and approved with the non-Union supervisor before being taken. A request of one day of vacation must be submitted at least 48 hours in advance and a request for more than one day of vacation must be submitted at least five days in advance unless waived by the non-Union supervisor. The advanced notification timelines may be waived by the Department head or non-Union supervisor on an emergency, case by case basis.

Section 5.

Employees will be granted concurrent vacations provided there are enough employees available to meet the Department's minimum staffing requirements. The Highway Maintenance Department's minimum staffing requirements are no less than three (3) employees on duty during the summer work schedule and no more than three (3) employees off duty during the winter work schedule.

Section 6 (Effective January 1, 1992)

Regular part-time employees shall have vacation prorated based on the average number of hours worked in a week.

ARTICLE V. SICK LEAVE

Article V. Sick Leave does not apply to Employees hired on or after January 1, 2014 or those Employees who elected to switch to PTO.

Section 1 (Amended 1973)

An employee shall be credited with one (1) day sick leave for each month of service on the basis of eight (8) hours per day, accumulative to one hundred (100) days. Unused sick leave time shall carry over and be credited to the employee month to month.

Section 2

An employee may draw on their accrued sick leave during any period of time they are unable to work because of sickness or injury, on or off the job, at a rate equal to the number of hours in their normal work day, at the rate of pay per hour for that job at the time sickness or injury occurs.

In order to be eligible for sick leave with pay, an employee must report promptly to their Non-Union Supervisor the reason for the absence.

- (1) A sick leave of up to three (3) days for minor illness may be allowed by their Non-Union Supervisor without a doctor's certificate, and their Non-Union Supervisor shall be kept informed of the employee's condition if the absence is of more than three (3) days duration.
- (2) The employee shall submit a doctor's certificate if required by their Non-Union Supervisor.

Sick leave may also be claimed to provide care or assistance to a sick or injured member of the employee's immediate family. Immediate family is defined as spouse, children, and parents of either the employee or employee's spouse. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file.

Claiming sick leave when physically fit, except as permitted by this Section, will be cause for disciplinary action, including transfer, suspension, demotion, or dismissal.

Section 3

While an employee is using earned sick leave, vacation time, or drawing Workers Compensation payments, they shall be considered to be working for the purpose of accumulating additional sick leave or vacation time.

Section 4 (Amended 1975, 1978, 2011)

Funeral Time Allowance: An employee shall be granted up to three (3) working days funeral leave for a death in the immediate family, if necessary, not to be charged to sick leave. Immediate family is defined as spouse, brothers, sisters, sons, daughters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren of either employee or spouse, and parents or step-parents of either the employee or spouse. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file. The three (3) working days funeral leave may be extended due to unusual circumstances, if approved by the Non-Union Supervisor and charged to either the sick leave or vacation accounts. Funeral leave must be taken within 7 days of death. Deviation from this would require an "unusual circumstance" request and approval.

Section 5

An employee who is drawing Workers Compensation shall be allowed to use as much of their accumulated sick leave as necessary to insure a full paycheck so long as employee has accumulated sick leave available.

Section 6 (Added 1975)

Days of sick leave earned after the 100 day accumulation is reached shall be paid in cash at the current rate of pay at the end of each month. Any days used from the 100 day accrual must be replaced before payment is made.

Section 7 (Added 1976)

Employees terminating employment with Swift County shall receive, as severance pay, fifty percent (50%) of all accumulated unused sick leave to their credit, not to exceed 100 days. Current daily rates of pay will be used in determining amount received. This amount may be received over a 13-month period.

Section 8

Regular part-time employee shall have sick leave prorated based on the average number of hours worked per week.

ARTICLE VI. PTO

PTO Added 2014

Section 1. Effected Employees

Employees hired on or after January 1, 2014 and after will automatically be placed on the PTO Plan. Employees hired on or before December 31, 2013 may remain on the current vacation and sick leave plans or opt to convert to the PTO plan. Once an employee chooses to convert to the PTO plan they cannot convert back.

Section 2. Conversion Options.

Optional for employees hired before January 1, 2014. Employee must make election by April 1, 2014 with the conversion and transition occurring on May 1, 2014.

Unused accrued vacation balances shall be converted hour-for-hour to the PTO account of each employee.

Unused accrued regular sick leave may be converted in one of two ways. Each employee will determine how to convert his or her own individual sick leave balances. A combination of both methods may be utilized. In that case, the employee will indicate how many hours of accrued sick leave will be converted via method one and how many hours will be converted via method two. The sick leave conversion decision is a one-time decision and is irrevocable.

Sick Leave Conversion Method One – earned, accrued sick leave will be converted hour-for-hour to the Extended Sick Leave Bank (ESLB).

Sick Leave Conversion Method Two – earned, accrued sick leave will be converted to PTO according to the following schedule:

0 to 5 years	10% of unused sick leave
6 to 10 years	25% of unused sick leave
11 to 15 years	50% of unused sick leave
16+ years	60% of unused sick leave

Section 3. Extended Sick Leave Bank

The ESLB shall be available only to employees hired prior to January 1, 2014 and shall be funded by sick leave converted from the sick leave banks of those employees that were in existence prior to the creation of PTO.

For employees hired prior to January 1, 2014, absence due to illness, disability or injury may be taken from the ESLB or from the PTO Plan, at the employee's choice. However, the supervisor may require acceptable medical verification before approving use of ESLB time.

ESLB shall be paid 50% of their ESLB not to exceed 400 hours upon termination of employment.

Section 4. PTO Accrual Rate

All regular full-time employees shall accrue paid PTO in accordance with the following schedule, which shall be prorated based on full time equivalency:

<u>Length of Service</u>	<u>Annual F.T.E</u>
0 through 2 years	136 hours (17 days)
After 2 through 6 years	160 hours (20 days)
After 6 through 10 years	192 hours (24 days)
After 10 through 15 years	224 hours (28 days)
After 15 through 20 years	248 hours (31 days)
After 20 years	280 hours (35 days)

An employee may utilize PTO to the extent that it is earned.

Section 5. Maximum PTO Accumulation

Accumulation of PTO days is permitted but shall not exceed six hundred (600) hours for employees hired prior to January 1, 2014 and four hundred (400) hours for employees hired on or after January 1, 2014. Any excess hours are forfeited. PTO will be accrued only when the employee is on compensated payroll status. If the employee is not on fully compensated status, PTO will accrue on a pro-rata basis. "Compensated payroll status" means PTO time, working time or compensatory time.

Section 6. Post-employment Payout

Any employee with more than one (1) year of service who leaves the employment of the Employer by reason of death, disability, retirement, or resignation in good standing will be paid for his or her unused accrued PTO time. Resignation in good standing means providing a written resignation a minimum of 14 days before its effective date and the resignation is accepted by the County Board when no charges or allegations of misconduct are pending against the employee.

Section 7. PTO Purpose

PTO can be used for any purpose, subject only to necessary request and approval procedures consistent with departmental policy and this labor agreement.

Section 8. Non-emergency use of PTO

Non-emergency use of PTO must be requested in advance according to departmental policies. Emergency use may require documentation of the emergency. Non-scheduled PTO request may be denied. Failure to follow departmental policies regarding advance approval or appropriate emergency use of PTO may subject the employee to disciplinary action.

Section 9. Care of immediate family.

Emergency PTO may also be claimed when it is necessary for the employee to be away from work to provide care or assistance to a sick or injured member of the employee's immediate family. Immediate family is defined as spouse, children, and parents of either the employee or employee's spouse. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file.

Section 10. Medical Certification

A doctor’s certificate stating the nature and duration of an illness or injury and verifying that the employee is unable to perform the duties and responsibilities of the employee’s position may be required at the discretion of the supervisor before the use of emergency PTO is approved. A statement attesting to the employee’s ability to return to work and perform the essential functions of that employee’s position may also be required before the employee returns to work.

ARTICLE VII. HEALTH AND WELFARE

Section 1

The Employer shall provide and pay for group hospital and medical insurance for all full-time employees.

Section 2 Dependent Coverage Changed 2014

Dependent health and medical coverage will be made available to full-time employees During 2014 the employee will pay the following toward the cost of dependent insurance coverage:

Plan #1 (CMM)	\$515.00
Plan #2 (VEBA)	\$440.00
Plan #3 (HSA)	\$233.31

For 2015 and 2016, the County will split cost of any increase in cost of the dependent insurance coverage, with the County pay 50% of the increase and the employee paying 50% of the increase.

Section 3 Employer Contribution Toward Employee VEBA or HSA Account Changed 2014

At the beginning of the plan year, for employees on Plan #2 (VEBA) or Plan 3# (HSA), the Employer will fund \$1,125 for single coverage and \$2,250 for family coverage to a VEBA or HSA account. The contribution for employees hired after January 16th of any year will be prorated. Any employee leaving County service will have a prorated portion funded withheld from their severance and last pay check.

At the discretion of the Employer, a County participatory wellness program maybe started. Half of the VEBA or HSA contribution will be withheld from employees that fail to meet the minimum participation level in the County participatory wellness program. Examples of participatory wellness programs include:

- A diagnostic testing program providing a reward for participation without basing any part of the reward on outcomes.
- A program providing a reward to employees for attending a monthly, no-cost health education seminar.

Employees who fail to meet the minimum participation levels in the annual wellness program will one half of their VEBA or HSA funds withheld the next. Employees who have funds withheld will have until June 30th of the next year to complete the require elements in order to receive their withheld contributions. Once the elements are completed, the employer will fully fund that year’s contributions. For 2014 all VEBA and HSA employer contributions will be fully funded.

For 2014 employees will only need to complete a health questionnaire.

For 2015 and beyond, employees will need to complete a health questionnaire; if ready, diagnostic (biometric) testing; and 3 health wellness programs. The county agrees to offer a minimum of 12 health wellness programs throughout the year.

The County will utilize a third party administrator to complete and compile health questionnaires and diagnostic (biometric) testing. The county will only receive aggregate level results while individuals will receive individual results.

If available, VEBA sign up incentives, provided by the Insurance Carrier to new employees or to current employees who switch from the CMM Plan to the VEBA 832 Plan, will not be pro rated.

Section 4 (Amended 2011)

The cost of employee life insurance up to \$20,000.00 shall be paid by the Employer. The cost of dependent life insurance and additional life insurance shall be paid for by the employee.

Section 5 (Amended 2011)

The Employer shall provide long term disability insurance in the amount of \$1000 per month and short term disability insurance in the amount of \$800 per month for full time employees. Additional insurance may be purchased at the employee's own expense, to be paid through payroll deduction.

Section 6

The Employer and the Union agree to negotiate any changes in insurance coverage as currently provided, by mutual agreement.

Section 7 Flexible Benefits Plan (Added 2001)

The Employer agrees to implement and pay the administrative costs of a Flexible Benefits Plan. A terminated employee may continue to turn in bills to the Medical Expense Flex Plan until the account is depleted or the end of the Flex Contract Year. Any deficit in the account will be paid from the final paycheck of the employee.

ARTICLE VIII. OTHER LEAVES

Section 1

Any military leave of absence shall be handled as set forth in Minnesota Statutes 192.26 or as amended.

Section 2

An employee called for jury duty service shall receive his full pay during such service and shall turn in to the County any pay received for said jury service, less any travel allowance paid.

Section 3

An employee elected by the Union to serve on the negotiating committee representing the Union shall suffer no loss of pay if negotiations are held on County time. Neither shall he be eligible for overtime if meetings are held on his own time. Not more than three (3) members shall be elected to this committee.

Section 4

An employee shall be granted leave with or without pay in accordance with The Family Medical Leave Act of 1993.

ARTICLE IX. SENIORITY AND RETIREMENT

Section 1

Seniority standing shall be granted to all regular employees. It is to be determined on the basis of total continuous employment with the County departments. Seniority will be recognized in layoffs and vacancy filling by department first and then bargaining unit wide for current employees only. Employees hired after January 1, 1994 shall have seniority by department only. Employees shall be placed on the seniority list as of the last date of hire within a department. The first twelve (12) months of employment shall be a probationary period. Annual leaves (Vacation or PTO) can be used after 6 months of employment. A seniority list shall be kept up to date on January 1st of each year and posted at the work sites.

Section 2

An employee shall lose seniority for the following reasons only:

- A. They resign.
- B. They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. They are absent for five (5) consecutive working days without notifying the Employer; in proper cases exceptions may be made. After such absence, the Employer will send written notification to the employee at their known address that they have lost their seniority and their employment has been terminated.
- D. If they do not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made.
- E. Return from sick leave of absence shall be treated the same as C above.

Section 3

The word lay-off shall mean a reduction in the working force due to a decrease in work. If it becomes necessary for a lay-off, the following procedure will be mandatory. Probationary, temporary and seasonal employees will be laid off first. Seniority employees will be laid off according to seniority. Disposition of these cases will be a proper matter for the grievance procedure. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of lay-off.

Section 4

When the working force is increased after a lay-off, employees will be recalled according to seniority. Notice of recall will be sent to the employees at their last known address by registered or certified mail. If the employee fails to report to work within ten (10) days from the date of mailing of recall, he shall be offered any part-time seasonal or temporary work, by seniority. If it is declined, it will not affect recall rights to pursue full-time work.

Section 5

The County will fill vacancies based on principles of selecting the best qualified candidate. In the event all job relevant qualifications are equal, the County will give first consideration to seniority provided that the employee is qualified to perform the job.

If seniority is bypassed, reasons for said bypass shall be in writing to the Union. If placement is unsatisfactory during a three month trial period, an employee or the employer has the right to revert back to the former position. Any vacancy or new position shall be posted for a period of five (5) working days within the department by the Employer. The Employer will not be obligated to consider a request for promotion or a new position from an employee who has not submitted a request for promotion or a new position in writing, on or before the seventh (7th) calendar day the job is posted. The County Board may advertise this vacancy in any paper. The Board shall have the final determination as to the filling of a vacancy.

Section 6.

Employees who are promoted to a higher classification shall be paid at the same salary step within the new classification as they were on in their previous classification. If a promoted employee's salary prior to promotion is between steps, they will move to the higher of the two steps on their new salary schedule. A promoted employee's last date of hire shall remain their eligibility date for the purposes of any future step increases.

ARTICLE X. GRIEVANCES AND DISPUTES

Section 1

Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

- A. The Union Steward, with or without the employee, shall take up the grievance with the immediate supervisor within ten (10) working days after the first occurrence of the event giving rise to the grievance, or within (10) working days after the employee should have reasonably known of the occurrence of the event giving rise to the grievance. The immediate supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) days.
- B. If the answer is unsatisfactory, the matter shall be presented in writing by the Union Steward within five (5) days after the immediate supervisor's answer is due to the Department Head, who shall respond in writing within three (3) days.
- C. In the event the grievance is not satisfactorily resolved, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Swift County Board within seven (7) days after the response of the Department Head is due. The Swift County Board or its designated representative shall respond to the Union within thirty (30) days.
- D. If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the Swift County Board is due, by written notice to the Swift County Board, request the matter be submitted to the State Mediation Services for mediation.
- E. If the grievance is not settled though the mediation process and the Union desires to appeal, it shall be submitted to binding arbitration within fifteen (15) days from mediation. If the Employer and the Union are unable to agree on an arbitrator, the Union shall request from the Commissioner of the Bureau of Mediation Services, the State of Minnesota, a list of names within the 15 days following mediation. The parties shall alternately strike names from the list until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.
- F. 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 specific time limit or any agreed upon extension thereof, 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 specific time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step, except for the time limit for filing the grievance, may be extended by mutual written agreement of the Employer and the employees in each step, which extension shall not be unduly withheld by either party.
- G. The arbitrator shall have no right to amend, modify, nullify, add to or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the 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. 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 and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of

briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the employer and the Union

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 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.

- H. Choice of Remedy. If a grievance remains unresolved following mediation and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration or to a procedure such as veterans preference, if applicable. If appealed to any other procedure other than arbitration, as set forth in this agreement, the union and the aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making a subsequent appeal through arbitration, as set forth in this agreement.

Section 2

Any disciplinary action described in this section may be appealed by the employee through use of grievance procedures described in Article IX of this contract.

At any time an administration representative initiates a disciplinary action, this shall be done in a manner that will not embarrass the employee in the presence of other employees or in public.

Disciplinary action or measures shall include only the four sequential steps described in this section. The steps should be applied in the order presented.

A. Oral Reprimand Changed 2014

Administration representative requires employees to meet for purpose of presenting employee with first official warning about the specifics of some unsatisfactory performance. The administration representative shall inform the employee of their right to have the union steward or other union representative present. The issue is presented and a plan for correcting the performance is developed.

A brief documentation of the meeting will be completed by the administrative representative; signed by the administration representative and employee; and a copy provided to the employee. The administration copy cannot be placed in the employee's permanent personnel file. This documentation will be destroyed thirteen months from the date of the oral reprimand. The only items to appear in this documentation are the name of the employee, the administration representative, and union representative present (if any); date of the reprimand, acknowledgement that this was an oral reprimand only; and that a plan for correction was mutually developed and verbally agreed upon (no written specifics of this plan are to be included)

B. Written Reprimand

The written reprimand is used only after an oral reprimand has been attempted and the employee performance has not improved or if the issue/incident is of such serious nature that this level of action can be justified.

The administration representative requires the employee to meet for the purpose of presenting in writing the details of unsatisfactory performance and the requirements that must be met to demonstrate acceptable performance. The administration representative shall inform the employee of their right to request the presence of the union steward or other union representative.

The written reprimand shall be signed by the administration representative and the employee and a copy provided to the employee. It will include the date of this reprimand; names of those present at the meeting; describe the performance issue(s) that are deemed unsatisfactory and what must be done to correct them; specify any time lines required for correction; specify the consequences for the employee should the performance issue not be corrected; and allow for the employee to officially note and comment for the record whether they agree or disagree with the content of the reprimand.

C. Suspension

A suspension can only be implemented after the procedures described for a written reprimand have been attempted and the employee's performance has not improved or if the issue/incident is one of such serious nature that this level of action can be justified.

The same procedures as described for the Written Reprimand shall be followed in the case of a suspension of an employee with the added necessity of describing in length the suspension.

D. Discharge

Administration shall not discharge an employee unless the previous steps noted in this disciplinary section have been attempted and the employee's performance has not improved or if the issue/incident is one of such serious nature that this level of action can be justified.

ARTICLE XI. SAVINGS CLAUSE

In the event that any provision, clause, or phrase of this Agreement shall at any time be declared invalid by any court of jurisdiction, the decision shall not invalidate the entire Agreement, if being the expressed intention of the parties that all other provisions remain in full force and effect.

ARTICLE XII. GENERAL PROVISIONS

Section 1

The management of the County Highway Department/Environmental Services and the direction of the working forces, the operation of said Department, including the hiring, promoting and retiring of employees; the suspending, discharging or otherwise disciplining of employees; the laying off and calling back to work of employees in connection with reduction or increase in the working force, and scheduling of work, are the exclusive functions of the Board, through the Highway Engineer and Environmental Services Officer; provided, however, that in the exercise of such functions, the Board shall not alter any of the provisions of this Memorandum. Any term and condition not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

Section 2

The Union shall be permitted the use of bulletin boards maintained by the County for posting matters of interest to its members; however, no matters pertaining to grievances, political items or any criticism of County policies and practices shall be allowed.

Section 3

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 4

In the event that any provisions, phrases, or clauses of this memorandum shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire memorandum, it being the expressed intention of the parties that all other provisions remain in full force and effect.

Section 5

Employees covered by this Memorandum shall not make individual requests for wage adjustments other than during the annual review of the Memorandum. This does not cover promotions, demotions, or added duties which shall be governed by the Board.

Section 6

Classifications and job rates will be set up through negotiations and entered into and made a part of this Memorandum as Appendix A. Placement for new hires with experience may be above the starting rate provided there is prior consultation with the Union.

Section 7

The County, through the Engineer, shall furnish the necessary gloves to employees handling crack filling operations.

ARTICLE XIII. LONGEVITY BENEFIT

To recognize and compensate the dedicated employees who make it a career serving Swift County, the following longevity benefit plan is hereby implemented.

- Beginning in the 16th year of continuous employment \$.05 per hour
- Beginning in the 21st year of continuous employment \$.10 per hour
- Beginning in the 26th year of continuous employment \$.15 per hour
- Beginning in the 31st year of continuous employment \$.20 per hour
- Beginning in the 36th year of continuous employment \$.25 per hour

ARTICLE XIV. NOTICE OF TERMINATION AND/OR MODIFICATION

Notices shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union AFSCME No. 2538 and, if to the Employer, to any address the Employer may make available to the Union.

ARTICLE XV. DURATION AND EFFECTIVE DATE

This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect to and including the 31st day of December 2016 subject to the right on the part of the Employer or the Union to open this agreement by written notice to the other party no later than November 1, 2016. Failure to give such notice shall cause the agreement to be renewed automatically for a period of twelve (12) months from year to year.

This Agreement constitutes the full and complete agreement between the Employer and the Union representing the employees in the appropriate unit of this Agreement. Provisions herein relating to terms and conditions of employment supersede any and all prior agreements, practices, policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

On behalf of the:

Employer

Union

Dated

Dated

Appendix A - Page 1 of 2

		Start	6 mos	2nd yr	3rd yr	4th yr	5th yr	6th yr	7th yr	8th yr	9th yr	10th yr	11th yr	12th yr	
Environmental Asst		2013	\$ 14.46	\$ 14.89	\$ 15.34	\$ 15.80	\$ 16.27	\$ 16.76	\$ 17.26	\$ 17.79	\$ 18.32	\$ 18.87	\$ 19.44	\$ 20.02	\$ 20.62
Maintenance III	1.0%	01/2014	\$ 14.60	\$ 15.04	\$ 15.49	\$ 15.96	\$ 16.43	\$ 16.93	\$ 17.43	\$ 17.97	\$ 18.50	\$ 19.06	\$ 19.63	\$ 20.22	\$ 20.83
	1.0%	07/2014	\$ 14.75	\$ 15.19	\$ 15.64	\$ 16.12	\$ 16.59	\$ 17.10	\$ 17.60	\$ 18.15	\$ 18.69	\$ 19.25	\$ 19.83	\$ 20.42	\$ 21.04
	2.5%	2015	\$ 15.12	\$ 15.57	\$ 16.03	\$ 16.52	\$ 17.00	\$ 17.53	\$ 18.04	\$ 18.60	\$ 19.16	\$ 19.73	\$ 20.33	\$ 20.93	\$ 21.57
	1.5%	2016	\$ 15.35	\$ 15.80	\$ 16.27	\$ 16.77	\$ 17.26	\$ 17.79	\$ 18.31	\$ 18.88	\$ 19.45	\$ 20.03	\$ 20.63	\$ 21.24	\$ 21.89

Name	Start Date	1/1/2014				7/1/2014				1/1/2015				1/1/2016			
		Rate	Longevity	Total	Change	Rate	Longevity	Total	Change	Rate	Longevity	Total	Change	Rate	Longevity	Total	Change
Ascheman, Daniel	11/17/1997	\$ 20.83	\$ 0.05	\$ 20.88		\$ 21.04	\$ 0.05	\$ 21.09		\$ 21.57	\$ 0.05	\$ 21.62		\$ 21.89	\$ 0.05	\$ 21.94	
Ascheman, Tammy	8/1/1989	\$ 20.83	\$ 0.10	\$ 20.93		\$ 21.04	\$ 0.10	\$ 21.14	Add 5c in Aug	\$ 21.57	\$ 0.15	\$ 21.72		\$ 21.89	\$ 0.15	\$ 22.04	
Beyer, Paul	8/1/1988	\$ 20.83	\$ 0.15	\$ 20.98		\$ 21.04	\$ 0.15	\$ 21.19		\$ 21.57	\$ 0.15	\$ 21.72		\$ 21.89	\$ 0.15	\$ 22.04	
Feldman, Jon	11/1/2012	\$ 15.04	\$ -	\$ 15.04		\$ 15.19	\$ -	\$ 15.19	Nov to \$15.64	\$ 16.03	\$ -	\$ 16.03	Nov to \$16.52	\$ 16.77	\$ -	\$ 16.77	Nov to \$17.26
Hanson, Gary	9/1/1983	\$ 20.83	\$ 0.20	\$ 21.03		\$ 21.04	\$ 0.20	\$ 21.24		\$ 21.57	\$ 0.20	\$ 21.77		\$ 21.89	\$ 0.20	\$ 22.09	
Larson, Pamela	1/1/2006	\$ 18.50	\$ -	\$ 18.50		\$ 18.69	\$ -	\$ 18.69		\$ 19.73	\$ -	\$ 19.73		\$ 20.63	\$ -	\$ 20.63	
Laughlin, Kenneth	4/1/1986	\$ 20.83	\$ 0.15	\$ 20.98		\$ 21.04	\$ 0.15	\$ 21.19		\$ 21.57	\$ 0.15	\$ 21.72		\$ 21.89	\$ 0.15	\$ 22.04	Add 5c in Apr
Lesteberg, Mark	1/1/1981	\$ 20.83	\$ 0.20	\$ 21.03		\$ 21.04	\$ 0.20	\$ 21.24		\$ 21.57	\$ 0.20	\$ 21.77		\$ 21.89	\$ 0.25	\$ 22.14	
Meyer, Steven	10/28/2013	\$ 14.60	\$ -	\$ 14.60	May to \$15.04	\$ 15.19	\$ -	\$ 15.19		\$ 15.57	\$ -	\$ 15.57	Nov to \$16.03	\$ 16.27	\$ -	\$ 16.27	Nov to \$16.77
Munsterman, Michael	9/15/1990	\$ 20.83	\$ 0.10	\$ 20.93		\$ 21.04	\$ 0.10	\$ 21.14		\$ 21.57	\$ 0.10	\$ 21.67	Add 5c in Sept	\$ 21.89	\$ 0.15	\$ 22.04	
Payne, Rick	9/1/2001	\$ 20.83	\$ -	\$ 20.83		\$ 21.04	\$ -	\$ 21.04		\$ 21.57	\$ -	\$ 21.57		\$ 21.89	\$ -	\$ 21.89	Add 5c in Sept
Reinke, Dennis	12/1/2010	\$ 15.96	\$ -	\$ 15.96		\$ 16.12	\$ -	\$ 16.12	Dec to \$16.59	\$ 17.00	\$ -	\$ 17.00	Dec to \$17.53	\$ 17.79	\$ -	\$ 17.79	Dec to \$18.31
Staton, Michael	4/30/1990	\$ 20.83	\$ 0.10	\$ 20.93		\$ 21.04	\$ 0.10	\$ 21.14		\$ 21.57	\$ 0.10	\$ 21.67	Add 5c in May	\$ 21.89	\$ 0.15	\$ 22.04	
Vadnais, Leo	5/15/1990	\$ 20.83	\$ 0.10	\$ 20.93		\$ 21.04	\$ 0.10	\$ 21.14		\$ 21.57	\$ 0.10	\$ 21.67	Add 5c in May	\$ 21.89	\$ 0.15	\$ 22.04	
Vollan, David	1/19/2005	\$ 18.50	\$ -	\$ 18.50	Feb to \$19.06	\$ 19.25	\$ -	\$ 19.25		\$ 19.73	\$ -	\$ 19.73	Feb to \$20.33	\$ 20.63	\$ -	\$ 20.63	Feb to 21.24
Wiebold, Larry	2/1/1990	\$ 20.83	\$ 0.10	\$ 20.93		\$ 21.04	\$ 0.10	\$ 21.14		\$ 21.57	\$ 0.10	\$ 21.67	Add 5c in Feb	\$ 21.89	\$ 0.15	\$ 22.04	
Wroblewski, Justin	7/1/2006	\$ 17.97	\$ -	\$ 17.97		\$ 18.69	\$ -	\$ 18.69		\$ 19.16	\$ -	\$ 19.16	July to \$19.73	\$ 20.03	\$ -	\$ 20.03	July to 20.63

Appendix A - Page 2 of 2

		Start	6 mos	2nd yr	3rd yr	4th yr	5th yr	6th yr	7th yr	8th yr	9th yr	10th yr	11th yr	12th yr	
Mechanic		2013	\$ 15.09	\$ 15.54	\$ 16.01	\$ 16.49	\$ 16.98	\$ 17.49	\$ 18.02	\$ 18.56	\$ 19.11	\$ 19.69	\$ 20.28	\$ 20.88	\$ 21.51
	1.0%	01/2014	\$ 15.24	\$ 15.70	\$ 16.17	\$ 16.65	\$ 17.15	\$ 17.66	\$ 18.20	\$ 18.75	\$ 19.30	\$ 19.89	\$ 20.48	\$ 21.09	\$ 21.73
	1.0%	07/2014	\$ 15.39	\$ 15.86	\$ 16.33	\$ 16.82	\$ 17.32	\$ 17.84	\$ 18.38	\$ 18.94	\$ 19.49	\$ 20.09	\$ 20.68	\$ 21.30	\$ 21.95
	2.5%	2015	\$ 15.77	\$ 16.26	\$ 16.74	\$ 17.24	\$ 17.75	\$ 18.29	\$ 18.84	\$ 19.41	\$ 19.98	\$ 20.59	\$ 21.20	\$ 21.83	\$ 22.50
	1.5%	2016	\$ 16.01	\$ 16.50	\$ 16.99	\$ 17.50	\$ 18.02	\$ 18.56	\$ 19.12	\$ 19.70	\$ 20.28	\$ 20.90	\$ 21.52	\$ 22.16	\$ 22.84
Hwy Accountant		2013	\$ 15.99	\$ 16.47	\$ 16.96	\$ 17.47	\$ 18.00	\$ 18.54	\$ 19.09	\$ 19.67	\$ 20.25	\$ 20.86	\$ 21.49	\$ 22.14	\$ 22.81
	1.0%	01/2014	\$ 16.15	\$ 16.63	\$ 17.13	\$ 17.64	\$ 18.18	\$ 18.73	\$ 19.28	\$ 19.87	\$ 20.45	\$ 21.07	\$ 21.70	\$ 22.36	\$ 23.04
	1.0%	07/2014	\$ 16.31	\$ 16.80	\$ 17.30	\$ 17.82	\$ 18.36	\$ 18.92	\$ 19.47	\$ 20.07	\$ 20.65	\$ 21.28	\$ 21.92	\$ 22.58	\$ 23.27
	2.5%	2015	\$ 16.72	\$ 17.22	\$ 17.73	\$ 18.27	\$ 18.82	\$ 19.39	\$ 19.96	\$ 20.57	\$ 21.17	\$ 21.81	\$ 22.47	\$ 23.14	\$ 23.85
	1.5%	2016	\$ 16.97	\$ 17.48	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.68	\$ 20.26	\$ 20.88	\$ 21.49	\$ 22.14	\$ 22.81	\$ 23.49	\$ 24.21
Parks and Drain Eng Tech		2013	\$ 15.80	\$ 16.27	\$ 16.76	\$ 17.26	\$ 17.78	\$ 18.31	\$ 18.86	\$ 19.43	\$ 20.01	\$ 20.61	\$ 21.23	\$ 21.86	\$ 22.52
	1.0%	01/2014	\$ 15.96	\$ 16.43	\$ 16.93	\$ 17.43	\$ 17.96	\$ 18.49	\$ 19.05	\$ 19.62	\$ 20.21	\$ 20.82	\$ 21.44	\$ 22.08	\$ 22.75
	1.0%	07/2014	\$ 16.12	\$ 16.59	\$ 17.10	\$ 17.60	\$ 18.14	\$ 18.67	\$ 19.24	\$ 19.82	\$ 20.41	\$ 21.03	\$ 21.65	\$ 22.30	\$ 22.98
	2.5%	2015	\$ 16.52	\$ 17.00	\$ 17.53	\$ 18.04	\$ 18.59	\$ 19.14	\$ 19.72	\$ 20.32	\$ 20.92	\$ 21.56	\$ 22.19	\$ 22.86	\$ 23.55
	1.5%	2016	\$ 16.77	\$ 17.26	\$ 17.79	\$ 18.31	\$ 18.87	\$ 19.43	\$ 20.02	\$ 20.62	\$ 21.23	\$ 21.88	\$ 22.52	\$ 23.20	\$ 23.90
Sr Engineer Tech		2013	\$ 16.84	\$ 17.34	\$ 17.86	\$ 18.39	\$ 18.95	\$ 19.51	\$ 20.10	\$ 20.70	\$ 21.32	\$ 21.96	\$ 22.62	\$ 23.30	\$ 24.00
	1.0%	01/2014	\$ 17.01	\$ 17.51	\$ 18.04	\$ 18.57	\$ 19.14	\$ 19.71	\$ 20.30	\$ 20.91	\$ 21.53	\$ 22.18	\$ 22.85	\$ 23.53	\$ 24.24
	1.0%	07/2014	\$ 17.18	\$ 17.69	\$ 18.22	\$ 18.76	\$ 19.33	\$ 19.91	\$ 20.50	\$ 21.12	\$ 21.75	\$ 22.40	\$ 23.08	\$ 23.77	\$ 24.48
	2.5%	2015	\$ 17.61	\$ 18.13	\$ 18.68	\$ 19.23	\$ 19.81	\$ 20.41	\$ 21.01	\$ 21.65	\$ 22.29	\$ 22.96	\$ 23.66	\$ 24.36	\$ 25.09
	1.5%	2016	\$ 17.87	\$ 18.40	\$ 18.96	\$ 19.52	\$ 20.11	\$ 20.72	\$ 21.33	\$ 21.97	\$ 22.62	\$ 23.30	\$ 24.01	\$ 24.73	\$ 25.47
Crew Foreman		2013	\$ 16.93	\$ 17.44	\$ 17.96	\$ 18.51	\$ 19.06	\$ 19.64	\$ 20.22	\$ 20.83	\$ 21.46	\$ 22.11	\$ 22.76	\$ 23.44	\$ 24.14
	1.0%	01/2014	\$ 17.10	\$ 17.61	\$ 18.14	\$ 18.70	\$ 19.25	\$ 19.84	\$ 20.42	\$ 21.04	\$ 21.67	\$ 22.33	\$ 22.99	\$ 23.67	\$ 24.38
	1.0%	07/2014	\$ 17.27	\$ 17.79	\$ 18.32	\$ 18.89	\$ 19.44	\$ 20.04	\$ 20.62	\$ 21.25	\$ 21.89	\$ 22.55	\$ 23.22	\$ 23.91	\$ 24.62
	2.5%	2015	\$ 17.70	\$ 18.23	\$ 18.78	\$ 19.36	\$ 19.93	\$ 20.54	\$ 21.14	\$ 21.78	\$ 22.44	\$ 23.11	\$ 23.80	\$ 24.51	\$ 25.24
	1.5%	2016	\$ 17.97	\$ 18.50	\$ 19.06	\$ 19.65	\$ 20.23	\$ 20.85	\$ 21.46	\$ 22.11	\$ 22.78	\$ 23.46	\$ 24.16	\$ 24.88	\$ 25.62
Shop Foreman		2013	\$ 16.99	\$ 17.50	\$ 18.03	\$ 18.57	\$ 19.12	\$ 19.70	\$ 20.30	\$ 20.90	\$ 21.53	\$ 22.18	\$ 22.85	\$ 23.54	\$ 24.25
	1.0%	01/2014	\$ 17.16	\$ 17.68	\$ 18.21	\$ 18.76	\$ 19.31	\$ 19.90	\$ 20.50	\$ 21.11	\$ 21.75	\$ 22.40	\$ 23.08	\$ 23.78	\$ 24.49
	1.0%	07/2014	\$ 17.33	\$ 17.86	\$ 18.39	\$ 18.95	\$ 19.50	\$ 20.10	\$ 20.71	\$ 21.32	\$ 21.97	\$ 22.62	\$ 23.31	\$ 24.02	\$ 24.73
	2.5%	2015	\$ 17.76	\$ 18.31	\$ 18.85	\$ 19.42	\$ 19.99	\$ 20.60	\$ 21.23	\$ 21.85	\$ 22.52	\$ 23.19	\$ 23.89	\$ 24.62	\$ 25.35
	1.5%	2016	\$ 18.03	\$ 18.58	\$ 19.13	\$ 19.71	\$ 20.29	\$ 20.91	\$ 21.55	\$ 22.18	\$ 22.86	\$ 23.54	\$ 24.25	\$ 24.99	\$ 25.73

Name	Start Date	1/1/2014				7/1/2014				1/1/2015				1/1/2016			
		Rate	Longevity	Total	Change	Rate	Longevity	Total	Change	Rate	Longevity	Total	Change	Rate	Longevity	Total	Change
Hagen, Eric	8/22/2011	\$ 16.93	\$ -	\$ 16.93		\$ 17.10	\$ -	\$ 17.10	Sept to \$17.60	\$ 18.04	\$ -	\$ 18.04	Sept to \$18.59	\$ 18.87	\$ -	\$ 18.87	Sept to \$19.43
Moser, Dale	6/1/1999	\$ 24.49	\$ -	\$ 24.49	Add 5c in June	\$ 24.73	\$ 0.05	\$ 24.78		\$ 25.35	\$ 0.05	\$ 25.40		\$ 25.73	\$ 0.05	\$ 25.78	
Pfeifer, James	4/17/1995	\$ 22.75	\$ 0.05	\$ 22.80		\$ 22.98	\$ 0.05	\$ 23.03		\$ 23.55	\$ 0.05	\$ 23.60	Add 5c in May	\$ 23.90	\$ 0.10	\$ 24.00	
Razink, Chad	7/1/2005	\$ 21.53	\$ -	\$ 21.53		\$ 22.40	\$ -	\$ 22.40		\$ 22.96	\$ -	\$ 22.96	July to \$23.66	\$ 24.01	\$ -	\$ 24.01	July to \$24.73
Rooney, Lori	6/1/1984	\$ 23.04	\$ 0.15	\$ 23.19	Add 5c in June	\$ 23.27	\$ 0.20	\$ 23.47		\$ 23.85	\$ 0.20	\$ 24.05		\$ 24.21	\$ 0.20	\$ 24.41	

APPENDIX B – MEMORANDUM OF UNDERSTANDINGS

Exhibit 1. Minimum Value Plan MOU (Note: Health Plan #3 (HSA) is the Minimum Value Plan).

MEMORANDUM OF UNDERSTANDING

**Between
Swift County
and
Local 2538, AFSCME Council 65, AFL-CIO**

This Memorandum of Understanding (MOU) concerns the offering of a new health care insurance plan to be known as the “Minimum Value Plan”. This MOU is made and entered into this 5TH day of November, 2013; by and between Swift County (hereinafter "Employer") and Local 2538, AFSCME Council 65, AFL-CIO (hereinafter "Union").

The Employer and the Union agree to the following:

- The Employer is considering offering a new health care insurance plan to be known as the “Minimum Value Plan” beginning on January 1, 2014.
- The Union agrees that the Employer can introduce or discontinue this plan at the beginning of any plan year at the Employer’s sole discretion.
- If this “Minimum Value Plan” is discontinued in the future the Union agrees that discontinuing of the plan does not create an aggregate value claim or any other claim.
- The Employer agrees that at the discretion of each Union member, they are permitted to switch to and from the “Minimum Value Plan” during each open enrollment period to be effective at the start of a new plan year. However, this does not obligate the Employer to continue to offer the “Minimum Value Plan” in the future which the Employer may discontinue at any time.

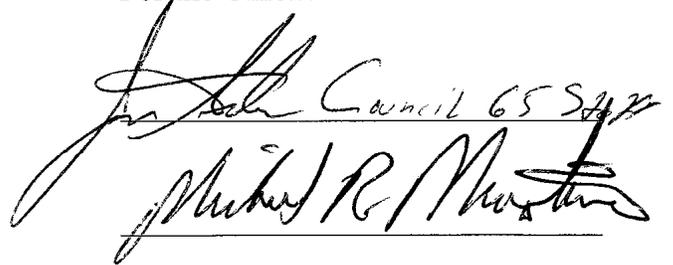
The duration of this Memorandum of Understanding runs until such time that the Employer discontinues the “Minimum Value Plan”.

For the Employer:





For the Union:



Swift County, Hwy. Union

RESOLUTION

**APPROVING 2014-2016 LABOR AGREEMENT BETWEEN
AFSCME LOCAL NO. 2538 COURTHOUSE UNIT AND SWIFT COUNTY**

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the 2014-2016 Labor Agreement between AFSCME Local No. 2538 Courthouse Unit and Swift County is approved and the Board Chairman and Clerk of the Board are hereby authorized to sign the same on behalf of Swift County.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 18th day of February 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Klemm ___

LABOR AGREEMENT

between

**THE BOARD OF COUNTY COMMISSIONERS
SWIFT COUNTY, MINNESOTA**

and

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL UNION NO. 2538**

COURTHOUSE UNIT

January 1, 2014 – December 31, 2016

TABLE OF CONTENTS

PREAMBLE3

ARTICLE I. RECOGNITION.....3

ARTICLE II. HOURS OF WORK3

ARTICLE III. HOLIDAY PROVISIONS.....4

ARTICLE IV. VACATIONS5

ARTICLE V. SICK LEAVE5

ARTICLE VI. PTO7

ARTICLE VII. HEALTH AND WELFARE9

ARTICLE VIII. OTHER LEAVES10

ARTICLE IX. SENIORITY AND RETIREMENT11

ARTICLE X. GRIEVANCES AND DISPUTES.....12

ARTICLE XI. DISCIPLINE AND SUSPENSION.....14

ARTICLE XII. SAVINGS CLAUSE15

ARTICLE XIII. GENERAL PROVISIONS15

ARTICLE XIV. PERSONNEL POLICY16

ARTICLE XV. LONGEVITY BENEFIT.....16

ARTICLE XVI. DURATION OF AGREEMENT17

APPENDIX A – CLASSIFICATION AND COMPENSATION.....18

APPENDIX B. SEXUAL HARASSMENT POLICY20

APPENDIX C – MEMORANDUM OF UNDERSTANDINGS22

PREAMBLE

This Agreement is entered into by the Swift County Board of Commissioners, hereinafter referred to the Employer and the American Federation of State County and Municipal Employees council 65, AFL-CIO, Local 2538, hereinafter referred to the Union has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I. RECOGNITION

Section 1

The Board recognizes Local No. 2538, AFSCME, AFL-CIO, as the representative for collective bargaining purposes of the employees of Swift County, Minnesota, in the unit composed of "All employees of the Swift County, Minnesota, whose employment exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding all employees of the Highway Department, Solid Waste Department, Sheriff's Department, Welfare Department, supervisory and confidential employees.

Section 2

The Board shall not enter into any agreements with the employees coming under the jurisdiction of this Memorandum, either individually or collectively, which in any way conflicts with the terms and conditions of this Memorandum. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, color, sex, disability, religious or political belief.

Section 3

The Employer agrees to deduct from the last paycheck of each month the dues and other Union approved deductions of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made. The Union shall provide standard authorization cards for check off of dues.

Section 4

All other deductions shall be made for each check as equal as possible.

ARTICLE II. HOURS OF WORK

Section 1

The basic work schedule for full-time employees shall be five (5) days, Monday through Friday, for fifty-two weeks. The regular work day for all full-time employees except the Courthouse Custodian shall be 8:00 a.m. – 4:30 p.m., with up to one (1) hour lunch, provided that each employee performs eight (8) hours of work each day. The regular work day for the Courthouse Custodian may vary in accordance with the needs of the position. Schedules for lunch will be subject to approval by Supervisor or Director to ensure that the office remains open and covered. Hours may be extended in case of emergency. Lunch room facilities will be provided by the Employer.

Section 2 (Amended 2014)

For all employees except the Courthouse Custodian, all hours worked beyond eight (8) hours daily, or forty (40) hours weekly, and Saturdays, shall be overtime and figured at time and one-half (1 ½) rates. For the Courthouse Custodian, all hours worked beyond forty (40) hours weekly, and Saturdays, shall be

overtime and figured at time and one-half (1 ½) rates. For all employees, all work performed on Sundays shall be paid at double (2x) time rates as cash overtime. The Custodian and the Employer may mutually agree to perform work on Saturdays and Sundays, at the custodian's regular rate of pay, as long as the custodian does not work more than forty hours in the pay period. In lieu of overtime pay, an employee may take compensatory time off on the same basis as earned – one and one-half (1 ½) hours off for one (1) hour of overtime worked. An employee may also take one (1) hour off for one (1) hour of straight time worked.

Section 3

All employees shall receive two (2) fifteen (15) minute rest periods in each work day.

Section 4

An employee called back to work by the Department Head after completion of a regular work shift shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) rates.

Section 5

Any employee required to stand for a special emergency work shall be compensated for such hours at time and one-half (1-1/2) rates as per Article II, Section 2.

ARTICLE III. HOLIDAY PROVISIONS

Section 1 (Amended 1985)

Each full-time employee shall receive credit for eight (8) hours on each of the following holidays:

- | | |
|------------------------|---------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veterans Day |
| President's Day | Thanksgiving Day |
| Good Friday – ½ Day | Friday after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | One (1) Floating Holiday |

In addition, the employee shall work only until noon on Christmas Eve Day. When Christmas falls on a Saturday, employees shall work only until noon on the preceding Thursday. When Christmas falls on a Sunday or Monday, employees shall work only until noon on the preceding Friday. When New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the preceding Friday will be a holiday. When New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Sunday, the following Monday will be a holiday. The floating holiday may be used for personal leave, birthday, etc., with prior approval.

Section 2

For any work performed on a holiday, an employee shall receive one and one-half (1-1/2) rates for those hours, in addition to his/her holiday credits, as per Article III, Section 1.

Section 3

When a holiday falls on an employee's scheduled day off, he/she shall receive another day off within a two (2) week period. If a holiday falls while an employee is on an approved leave of absence, he/she shall receive an additional day of leave.

Section 4

Regular part-time employees shall have the holidays prorated based on the average number of hours

worked in a week.

ARTICLE IV. VACATIONS

Article IV. Vacations does not apply to Employees hired on or after January 1, 2014 or those Employees who elected to switch to PTO.

Section 1

After a qualifying period of six (6) months, a new employee shall be credited with six (6) days of vacation. Thereafter, he/she shall be considered a regular employee and shall receive credits for vacation on the following basis:

The employee shall be credited with one (1) day of vacation for each month on the basis of eight (8) hours per day, for service up to five (5) years. After the fifth (5th) year and up, including the tenth (10th) year of service, the employee shall be credited with one and one-quarter (1-1/4) days of vacation time each month on the basis of eight (8) hours per day. After the tenth (10th) year and up, including the fifteenth (15th) year of service, an employee shall be credited with one and one-half (1-1/2) days of vacation time each month on the basis of eight (8) hours per day. From the sixteenth (16th) year and up to the twentieth (20th) year of service, an employee shall be credited with one and three-quarter (1-3/4) days of vacation time each month on the basis of eight (8) hours per day. From the twenty-first (21st) year of service and up, an employee shall be credited with two (2) days of vacation time each month on the basis of eight (8) hours per day.

Section 2

Employees terminating their employment, either by resignation, death or otherwise, shall be paid for the number of unused vacation time accumulated to their credit up to 24 days.

Section 3

The maximum accumulation shall be twenty-four (24) days. The twenty four (24) days maximum shall be on an annual basis.

Employees shall schedule their vacation time off with their supervisor. If there is a conflict, the employee with the most seniority shall be given preference.

The County Board does encourage all employees to use their vacation time.

Section 4

Regular part-time employees shall earn prorated vacation days, based on the average number of hours worked per week.

ARTICLE V. SICK LEAVE

Article V. Sick Leave does not apply to Employees hired on or after January 1, 2014 or those Employees who elected to switch to PTO.

Section 1 (Amended 1973)

An employee shall be credited with one (1) day sick leave for each month of service on the basis of eight (8) hours per day, accumulative to one hundred (100) days. Unused sick leave time shall carry over and be credited to the employee month to month.

Section 2

An employee may draw on their accrued sick leave during any period of time they are unable to work because of sickness or injury, on or off the job, at a rate equal to the number of hours in their normal work day, at the rate of pay per hour for that job at the time sickness or injury occurs.

In order to be eligible for sick leave with pay, an employee must report promptly to the department head the reason for the absence.

- (1) A sick leave of up to three (3) days for minor illness may be allowed by the department head without a doctor's certificate, and the department head shall be kept informed of the employee's condition if the absence is of more than three (3) days duration.
- (2) Sick leave may also be claimed when it is necessary for the employee to be away from work to provide care or assistance to a sick or injured member of the employee's immediate family. Immediate family is defined as spouse, children, and parents of either the employee or employee's spouse. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file.
- (3) The employee shall submit a doctor's certificate if required by the department head.

Claiming sick leave when physically fit, except as permitted by this Section, will be cause for disciplinary action, including transfer, suspension, demotion, or dismissal.

Section 3

While an employee is using earned sick leave, vacation time, or drawing Workers Compensation payments, they shall be considered to be working for the purpose of accumulating additional sick leave or vacation time.

Section 4

All sick leave days and vacation days used of each employee in each office must be reported to the auditor each month.

Section 5

An employee who is drawing Worker's Compensation shall be allowed to use as much of their accumulated sick leave as necessary to insure a full monthly paycheck.

Section 6

Days of sick leave earned after the 100 day accumulation is reached shall be paid in cash at the current rate of pay at the end of each month. Any days used from the 100 day accrual must be replaced before payment is made.

Section 7

Employees terminating employment with Swift County shall receive, as severance pay, fifty percent (50%) of all accumulated unused sick leave to their credit, not to exceed 100 days. Current daily rates of pay will be used in determining amount received. This amount may be received over a 13-month period.

Section 8 Funeral Time Allowance (Amended 2011)

An employee shall be granted up to three (3) working days funeral leave for a death in the immediate family, if necessary, not to be charged to sick leave. Immediate family is defined as spouse, brothers, sisters, sons, daughters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren of either employee or spouse, and parents or step-parents of either the employee or

spouse. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file. The three (3) working days funeral leave may be extended due to unusual circumstances, if approved by the Non-Union Supervisor and charged to either the sick leave or vacation accounts. Funeral leave must be taken within 7 days of death. Deviation from this would require an “unusual circumstance” request and approval.

Section 9

Regularly scheduled part-time employee shall earn prorated sick leave based on the average number of hours worked per week.

ARTICLE VI. PTO

PTO Added 2014

Section 1. Effected Employees

Employees hired on or after January 1, 2014 and after will automatically be placed on the PTO Plan. Employees hired on or before December 31, 2013 may remain on the current vacation and sick leave plans or opt to convert to the PTO plan. Once an employee chooses to convert to the PTO plan they cannot convert back.

Section 2. Conversion Options.

Optional for employees hired before January 1, 2014. Employee must make election by April 1, 2014 with the conversion and transition occurring on May 1, 2014.

Unused accrued vacation balances shall be converted hour-for-hour to the PTO account of each employee.

Unused accrued regular sick leave may be converted in one of two ways. Each employee will determine how to convert his or her own individual sick leave balances. A combination of both methods may be utilized. In that case, the employee will indicate how many hours of accrued sick leave will be converted via method one and how many hours will be converted via method two. The sick leave conversion decision is a one-time decision and is irrevocable.

Sick Leave Conversion Method One – earned, accrued sick leave will be converted hour-for-hour to the Extended Sick Leave Bank (ESLB).

Sick Leave Conversion Method Two – earned, accrued sick leave will be converted to PTO according to the following schedule:

0 to 5 years	10% of unused sick leave
6 to 10 years	25% of unused sick leave
11 to 15 years	50% of unused sick leave
16+ years	60% of unused sick leave

Section 3. Extended Sick Leave Bank

The ESLB shall be available only to employees hired prior to January 1, 2014 and shall be funded by sick leave converted from the sick leave banks of those employees that were in existence prior to the creation of PTO.

For employees hired prior to January 1, 2014, absence due to illness, disability or injury may be taken from the ESLB or from the PTO Plan, at the employee’s choice. However, the supervisor may require

acceptable medical verification before approving use of ESLB time.

ESLB shall be paid 50% of their ESLB not to exceed 400 hours upon termination of employment.

Section 4. PTO Accrual Rate

All regular full-time employees shall accrue paid PTO in accordance with the following schedule, which shall be prorated based on full time equivalency:

<u>Length of Service</u>	<u>Annual F.T.E</u>
0 through 2 years	136 hours (17 days)
After 2 through 6 years	160 hours (20 days)
After 6 through 10 years	192 hours (24 days)
After 10 through 15 years	224 hours (28 days)
After 15 through 20 years	248 hours (31 days)
After 20 years	280 hours (35 days)

An employee may utilize PTO to the extent that it is earned.

Section 5. Maximum PTO Accumulation

Accumulation of PTO days is permitted but shall not exceed six hundred (600) hours for employees hired prior to January 1, 2014 and four hundred (400) hours for employees hired on or after January 1, 2014. Any excess hours are forfeited. PTO will be accrued only when the employee is on compensated payroll status. If the employee is not on fully compensated status, PTO will accrue on a pro-rata basis. “Compensated payroll status” means PTO time, working time or compensatory time.

Section 6. Post-employment Payout

Any employee with more than one (1) year of service who leaves the employment of the Employer by reason of death, disability, retirement, or resignation in good standing will be paid for his or her unused accrued PTO time. Resignation in good standing means providing a written resignation a minimum of 14 days before its effective date and the resignation is accepted by the County Board when no charges or allegations of misconduct are pending against the employee.

Section 7. PTO Purpose

PTO can be used for any purpose, subject only to necessary request and approval procedures consistent with departmental policy and this labor agreement.

Section 8. Non-emergency use of PTO

Non-emergency use of PTO must be requested in advance according to departmental policies. Emergency use may require documentation of the emergency. Non-scheduled PTO request may be denied. Failure to follow departmental policies regarding advance approval or appropriate emergency use of PTO may subject the employee to disciplinary action.

Section 9. Care of immediate family.

Emergency PTO may also be claimed when it is necessary for the employee to be away from work to provide care or assistance to a sick or injured member of the employee’s immediate family. Immediate family is defined as spouse, children, and parents of either the employee or employee’s spouse. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file.

Section 10. Medical Certification

A doctor’s certificate stating the nature and duration of an illness or injury and verifying that the employee is unable to perform the duties and responsibilities of the employee’s position may be required at the discretion of the supervisor before the use of emergency PTO is approved. A statement attesting to the employee’s ability to return to work and perform the essential functions of that employee’s position may also be required before the employee returns to work.

ARTICLE VII. HEALTH AND WELFARE

Section 1

An employee who works 30 hours or more per week shall be considered full-time for insurance purposes.

Section 2 Dependent Coverage Changed 2014

Dependent health and medical coverage will be made available to full-time employees. During 2014 the employee will pay the following toward the cost of dependent insurance coverage:

Plan #1 (CMM)	\$515.00
Plan #2 (VEBA)	\$440.00
Plan #3 (HSA)	\$233.31

For 2015 and 2016, the County will split cost of any increase in cost of the dependent insurance coverage, with the County pay 50% of the increase and the employee paying 50% of the increase.

Section 3

Employer Contribution Toward Employee VEBA or HSA Account Changed 2014

At the beginning of the plan year, for employees on Plan #2 (VEBA) or Plan 3# (HSA), the Employer will contribute \$1,125 for single coverage and \$2,250 for family coverage to a VEBA or HSA account. The contribution for employees hired after January 16th of any year will be pro rated. Any employee leaving County service will have a prorated portion funded withheld from their severance and last pay check.

At the discretion of the Employer, a County participatory wellness program maybe started. Half of the VEBA or HSA contribution will be withheld from employees that fail to meet the minimum participation level in the County participatory wellness program. Examples of participatory wellness programs include:

- A diagnostic testing program providing a reward for participation without basing any part of the reward on outcomes.
- A program providing a reward to employees for attending a monthly, no-cost health education seminar.

Employees who fail to meet the minimum participation levels in the annual wellness program will one half of their VEBA or HSA funds withheld the next. Employees who have funds withheld will have until June 30th of the next year to complete the require elements in order to receive their withheld

contributions. Once the elements are completed, the employer will fully fund that year's contributions. For 2014 all VEBA and HSA employer contributions will be fully funded.

For 2014 employees will only need to complete a health questionnaire.

For 2015 and beyond, employees will need to complete a health questionnaire; if ready, diagnostic (biometric) testing; and 3 health wellness programs. The county agrees to offer a minimum of 12 health wellness programs throughout the year.

The County will utilize a third party administrator to complete and compile health questionnaires and diagnostic (biometric) testing. The county will only receive aggregate level results while individuals will receive individual results.

If available, VEBA sign up incentives, provided by the Insurance Carrier to new employees or to current employees who switch from the CMM Plan to the VEBA Plan, will not be prorated.

Section 4 (Amended 2011)

The cost of employee life insurance up to \$20,000.00 shall be paid by the Employer. The cost of dependent life insurance and additional life insurance shall be paid for by the employee.

Section 5 (Amended 2011)

The Employer shall provide long term disability insurance in the amount of \$1000 per month and short term disability insurance in the amount of \$800 per month for full time employees. Additional insurance may be purchased at the employee's own expense, to be paid through payroll deduction.

Section 6

The Employer and the Union agree to negotiate any changes in insurance coverage as currently provided, by mutual agreement.

Section 7 (Added 1985)

The Employer shall contribute toward medical insurance of employees who work regularly an average of twenty-four (24) hours per week. This amount will be prorated based on hours worked for both single and dependent coverage if eligible. The part-time employee shall contribute the difference for full premium costs.

Part-time employees who occasionally or temporarily work 24 hours or more shall not be eligible for the insurance coverage.

Section 8 Flexible Benefits Plan (Added 2001)

The Employer agrees to implement and pay the administrative costs of a Flexible Benefits Plan. A terminated employee may continue to turn in bills to the Medical Expense Flex Plan until the account is depleted or the end of the Flex Contract Year. Any deficit in the account will be paid from the final paycheck of the employee.

ARTICLE VIII. OTHER LEAVES

Section 1

Any military leave of absence shall be handled as set forth in Minnesota Statutes 192.26 or as amended.

Section 2

An employee called for jury duty service shall receive his full pay during such service and shall turn in to the County any pay received for said jury service, less any travel allowance paid.

Section 3

An employee elected by the Union to serve on the negotiating committee representing the Union shall suffer no loss of pay if negotiations are held on County time. Neither shall he/she be eligible for overtime if meetings are held on his/her own time. Not more than three (3) members shall be elected to this committee.

Section 4

An employee shall be afforded an unpaid leave of absence for maternity, paternity and child care of up to six (6) months, without loss of rights or seniority.

Section 5

Employees shall be eligible for other unpaid leave of absence due to illness, injury or education, with the approval of the Board of County Commissioners.

Section 6

An employee shall be granted leave with or without pay in accordance with The Family Medical Leave Act of 1993.

ARTICLE IX. SENIORITY AND RETIREMENT

Section 1

Seniority standing shall be granted to all regular employees. It is to be determined on the basis of total continuous employment with the County departments. Employees shall be placed on the seniority list as of the last date of hire. The first twelve (12) months of employment shall be a probationary period. Annual leaves (Vacation or PTO) can be used after 6 months of employment. Employees hired before the signing of this contract shall only have a six (6) month probationary period. A seniority list shall be kept up to date, with a copy to the Union.

Section 2

An employee shall lose seniority for the following reasons only:

- A. They resign.
- B. They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. They are absent for five (5) consecutive working days without notifying the Employer; in proper cases exceptions may be made. After such absence, the Employer will send written notification to the employee at their known address that they have lost their seniority and their employment has been terminated.
- D. If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made.
- E. Approved leaves of absence shall not be considered a break in service.

Section 3

The word lay-off shall mean a reduction in the working force or work hours. If it becomes necessary for a lay-off, the following procedure will be mandatory. Probationary, temporary and seasonal employees will be laid off first. Seniority employees will be laid off according to seniority. Disposition of these cases will be a proper matter for the grievance procedure. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar day’s notice of lay-off. Prior to layoff, the Union and the Employer shall meet to seek mutual ways to minimize the effects of the layoffs.

Section 4 (Added 1988)

In lieu of layoff, a full-time employee with greater seniority may exercise bumping rights into either full-time or part-time positions, provided they can meet qualifications for the position. A part-time employee with greater seniority may exercise bumping rights over other part-time positions, but not full-time positions, provided they can meet qualifications for the position.

Section 5

When the working force is increased after a lay-off, employees will be recalled according to seniority. Notice of recall will be sent to the employees at their last known address by registered or certified mail. If the employee fails to report to work within ten (10) days from the date of mailing of recall, the employee shall be considered as having resigned.

Section 6 (Revised 2001)

The County will fill vacancies based on principles of selecting the best qualified candidate. In the event all job relevant qualifications are equal, the County will give first consideration to seniority provided that the employee is qualified to perform the job.

If seniority is bypassed, reasons for said bypass shall be in writing to the Union. If placement is unsatisfactory after thirty (30) days trial period, an employee shall have the right to revert back to the former position. Any vacancy or new position shall be posted for a period of five (5) working days within the bargaining unit. The Employer will not be obligated to consider a request for promotion or a new job from an employee who has not submitted their request for promotion or a new job in writing, on or before the seventh (7th) calendar day the job is posted. The County Board may advertise this job opening in any paper after it has been posted the five working days within the bargaining unit. The Board shall have the final determination as to the filling of a vacancy.

Section 7.

If a position is reviewed/reclassified and this results in a change in compensation/salary schedule, the said change shall be initiated within the first pay period following board approval.

ARTICLE X. GRIEVANCES AND DISPUTES

Section 1

Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

- A. The Union Steward, with or without the employee, shall take up the grievance with the immediate supervisor within ten (10) working days after the first occurrence of the event giving rise to the grievance, or within (10) working days after the employee should have reasonably known of the occurrence of the event giving rise to the grievance. The immediate supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) days.

- B. If the answer is unsatisfactory, the matter shall be presented in writing by the Union Steward within five (5) days after the immediate supervisor's answer is due to the Department Head, who shall respond in writing within three (3) days. (Steps A and B may be combined when they are the same person).
- C. In the event the grievance is not satisfactorily resolved, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Swift County Board within seven (7) days after the response of the Department Head is due. The Swift County Board or its designated representative shall respond to the Union within thirty (30) days.
- D. If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the Swift County Board is due, by written notice to the Swift County Board, request the matter be submitted to the State Mediation Services for mediation.
- E. If the grievance is not settled though the mediation process and the Union desires to appeal, it shall be submitted to binding arbitration within fifteen (15) days from mediation. If the Employer and the Union are unable to agree on an arbitrator, the Union shall request from the Commissioner of the Bureau of Mediation Services, the State of Minnesota, a list of names within the 15 days following mediation. The parties shall alternately strike names from the list until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.
- F. 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 specific time limit or any agreed upon extension thereof, 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 specific time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step, except for the time limit for filing the grievance, may be extended by mutual written agreement of the Employer and the employees in each step, which extension shall not be unduly withheld by either party.
- G. The arbitrator shall have no right to amend, modify, nullify, add to or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the 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. 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 and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the employer and the Union.

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 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.

- H. Choice of Remedy. If a grievance remains unresolved following mediation and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration or to a procedure such as veterans preference, if applicable. If appealed to any other procedure other than arbitration, as set forth in this agreement, the union and the aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making a subsequent appeal through arbitration, as set forth in this agreement.
- I Employees and/or Stewards shall not suffer a loss of pay while investigating or processing a grievance.

ARTICLE XI. DISCIPLINE AND SUSPENSION

Section 1

An employee may be disciplined or temporarily suspended for just cause. The employee and the Union shall be notified, in writing, of the reason(s) for the discipline or suspension at the time of such action.

Section 2

In the event the employee and the Union feel that the employee has been disciplined or suspended without just cause, or that the period of suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within ten (10) working days of the date of the suspension or discipline.

Section 3

If it is determined the suspension was made without just cause, the employee will be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

Section 4 (Added 1996)

Any disciplinary action described in this section may be appealed by the employee through use of grievance procedures described in Article IX of this contract.

At any time an administration representative initiates a disciplinary action, this shall be done in a manner that will not embarrass the employee in the presence of other employees or in public.

Disciplinary action or measures shall include only the four sequential steps described in this section. The steps should be applied in the order presented.

A. Oral Reprimand – Changed 2014

Administration representative requires employee to meet for purpose of presenting employee with first official warning about the specifics of some unsatisfactory performance. The administration representative shall inform the employee of his/her right to have the union steward or other union representative present. The issue is presented and a plan for correcting the performance is developed.

A brief documentation of the meeting will be completed by the administration representative; signed by the administration representative and the employee; and a copy provided to the employee. The administration copy cannot be placed in the employee's permanent personnel file. This documentation will be destroyed thirteen months from the date of the oral reprimand. The only items to appear in this documentation are the name of the employee, the administration representative, and union representative (if any); date of the reprimand; acknowledgment that this was an oral reprimand only; and that a plan for correction was mutually developed and verbally agreed upon (no written specifics of this plan are to be included).

B. Written Reprimand

The written reprimand is used only after an oral reprimand has been attempted and the employee performance has not improved or if the issue/incident is of such serious nature that this level of action can be justified.

The administration representative requires the employee to meet for the purpose of presenting in writing the details of unsatisfactory performance and the requirements that must be met to demonstrate acceptable performance. The administration representative shall inform the employee of his/her right to request the presence of the union steward or other union representative.

The written reprimand shall be signed by the administration representative and the employee and a copy provided to the employee. It will include the date of this reprimand; names of those present at the meeting; a description the performance issue(s) that are deemed unsatisfactory and what must be done to correct them; timelines required for correction; the consequences for the employee should the performance issue not be corrected; and an opportunity for the employee to officially comment for the record whether he/she agrees or disagrees with the content of the reprimand.

C. Suspension

A suspension can only be implemented after the procedures described for a written reprimand have been attempted and the employee's performance has not improved or if the issue/incident is one of such serious nature that this level of action can be justified.

The same procedure as described for the Written Reprimand shall be followed in the case of a suspension of an employee with the added necessity of describing the length of the suspension.

D. Discharge

Administration shall not discharge an employee unless the previous steps noted in this disciplinary section have been attempted and the employee's performance has not improved or if the issue/incident is one of such serious nature that this level of action can be justified. Prior to discharge a meeting will be held within 5 days to discuss action.

ARTICLE XII. SAVINGS CLAUSE

In the event that any provision, clause, or phrase of this Agreement shall at any time be declared invalid by any court of jurisdiction, the decision shall not invalidate the entire Agreement, if being the expressed intention of the parties that all other provisions remain in full force and effect. Any invalid section or article will be renegotiated.

ARTICLE XIII. GENERAL PROVISIONS

Section 1

The management of the County departments, and the direction of the working forces, the operation of said Departments, including the hiring, promoting and retiring of employees; the suspending, discharging or otherwise disciplining of employees; the laying off and calling back to work of employees in connection with reduction or increase in the working force, and scheduling of work, are the exclusive functions of the Board, through designated representatives; provided, however, that in the exercise of such functions, the Board shall not alter any of the provisions of this Memorandum.

Any term and condition not specifically established or modified by this Agreement shall remain solely

within the discretion of the Employer to modify, establish or eliminate.

Section 2

The Union shall be permitted the use of bulletin boards maintained by the County for posting matters of interest to its members; however, no matters pertaining to grievances, political items or any criticism of County policies and practices shall be allowed.

Section 3

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 he/she is concerned.

Section 4

Employees who are promoted to a higher classification shall be paid at the same salary step within the new classification as they were on in their previous classification. If a promoted employee's salary prior to promotion is between steps, they will move to the higher of the two steps on their new salary schedule. A promoted employee's last date of hire shall remain their eligibility date for the purposes of any future step increases. Employees who have their duties changed and/or added to shall be reclassified and/or upgraded to compensate for the additional responsibilities.

Section 5

Classifications and job rates will be set up through negotiations and entered into and made a part of this Agreement as Appendix A. Placement for new hires with experience may be above the starting rate provided there is prior consultation with the Union.

Section 6

Payroll periods shall be semi-monthly.

Section 7 Travel Expense

Travel necessary for County purposes in the employee's automobile will be reimbursed at the IRS rate, plus parking fees.

Section 8 Meal Expense

The cost of meals, when on County business, will be reimbursed to the employee at whatever is reasonable and customary. Receipts for meals outside the County shall be submitted by the employee.

ARTICLE XIV. PERSONNEL POLICY

These regulations shall not apply when in conflict with the Collective Bargaining Agreement negotiated in accordance with the Public Employment Labor Relations Act.

ARTICLE XV. LONGEVITY BENEFIT

To recognize and compensate the dedicated employees who make it a career serving Swift County, the following longevity benefit plan is hereby implemented.

- Beginning in the 16th year of continuous employment \$.05 per hour
- Beginning in the 21st year of continuous employment \$.10 per hour
- Beginning in the 26th year of continuous employment \$.15 per hour
- Beginning in the 31st year of continuous employment \$.20 per hour
- Beginning in the 36th year of continuous employment \$.25 per hour

ARTICLE XVI. DURATION OF AGREEMENT

Section 1

This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect to and including the 31st day of December 2016 subject to the right on the part of the Employer or the Union to open this agreement by written notice to the other party no later than November 1, 2016. Failure to give such notice shall cause the agreement to be renewed automatically for a period of twelve (12) months from year to year. The current agreement will continue through the negotiation period.

Section 2

This Agreement constitutes the full and complete agreement between the Employer and the Union representing the employees in the appropriate unit of this Agreement. Provisions herein relating to terms and conditions of employment supersede any and all prior agreements, practices, policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

On behalf of the:

Employer

Union

Dated

Dated

Appendix A - Page 1 of 2

		Start	6 mos	2nd yr	3rd yr	4th yr	5th yr	6th yr	7th yr	8th yr	9th yr	10th y	11th y	12th y	
Custodian		2013	\$ 12.10	\$ 12.46	\$ 12.84	\$ 13.23	\$ 13.62	\$ 14.03	\$ 14.45	\$ 14.88	\$ 15.33	\$ 15.79	\$ 16.26	\$ 16.75	\$ 17.25
	1.0%	01/2014	\$ 12.22	\$ 12.58	\$ 12.97	\$ 13.36	\$ 13.76	\$ 14.17	\$ 14.59	\$ 15.03	\$ 15.48	\$ 15.95	\$ 16.42	\$ 16.92	\$ 17.42
	1.0%	07/2014	\$ 12.34	\$ 12.71	\$ 13.10	\$ 13.49	\$ 13.90	\$ 14.31	\$ 14.74	\$ 15.18	\$ 15.63	\$ 16.11	\$ 16.58	\$ 17.09	\$ 17.59
	2.5%	2015	\$ 12.65	\$ 13.03	\$ 13.43	\$ 13.83	\$ 14.25	\$ 14.67	\$ 15.11	\$ 15.56	\$ 16.02	\$ 16.51	\$ 16.99	\$ 17.52	\$ 18.03
	1.5%	2016	\$ 12.84	\$ 13.23	\$ 13.63	\$ 14.04	\$ 14.46	\$ 14.89	\$ 15.34	\$ 15.79	\$ 16.26	\$ 16.76	\$ 17.24	\$ 17.78	\$ 18.30
Deputy Recorder Ass Office Clerk		2013	\$ 12.96	\$ 13.34	\$ 13.74	\$ 14.15	\$ 14.58	\$ 15.02	\$ 15.47	\$ 15.93	\$ 16.41	\$ 16.90	\$ 17.40	\$ 17.92	\$ 18.46
	1.0%	01/2014	\$ 13.09	\$ 13.47	\$ 13.88	\$ 14.29	\$ 14.73	\$ 15.17	\$ 15.62	\$ 16.09	\$ 16.57	\$ 17.07	\$ 17.57	\$ 18.10	\$ 18.64
	1.0%	07/2014	\$ 13.22	\$ 13.60	\$ 14.02	\$ 14.43	\$ 14.88	\$ 15.32	\$ 15.78	\$ 16.25	\$ 16.74	\$ 17.24	\$ 17.75	\$ 18.28	\$ 18.83
	2.5%	2015	\$ 13.55	\$ 13.94	\$ 14.37	\$ 14.79	\$ 15.25	\$ 15.70	\$ 16.17	\$ 16.66	\$ 17.16	\$ 17.67	\$ 18.19	\$ 18.74	\$ 19.30
	1.5%	2016	\$ 13.75	\$ 14.15	\$ 14.59	\$ 15.01	\$ 15.48	\$ 15.94	\$ 16.41	\$ 16.91	\$ 17.42	\$ 17.94	\$ 18.46	\$ 19.02	\$ 19.59
Ext Office Manager Vets Service Ast		2013	\$ 13.41	\$ 13.80	\$ 14.22	\$ 14.65	\$ 15.09	\$ 15.54	\$ 16.01	\$ 16.49	\$ 16.98	\$ 17.49	\$ 18.02	\$ 18.56	\$ 19.11
	1.0%	01/2014	\$ 13.54	\$ 13.94	\$ 14.36	\$ 14.80	\$ 15.24	\$ 15.70	\$ 16.17	\$ 16.65	\$ 17.15	\$ 17.66	\$ 18.20	\$ 18.75	\$ 19.30
	1.0%	07/2014	\$ 13.68	\$ 14.08	\$ 14.50	\$ 14.95	\$ 15.39	\$ 15.86	\$ 16.33	\$ 16.82	\$ 17.32	\$ 17.84	\$ 18.38	\$ 18.94	\$ 19.49
	2.5%	2015	\$ 14.02	\$ 14.43	\$ 14.86	\$ 15.32	\$ 15.77	\$ 16.26	\$ 16.74	\$ 17.24	\$ 17.75	\$ 18.29	\$ 18.84	\$ 19.41	\$ 19.98
	1.5%	2016	\$ 14.23	\$ 14.65	\$ 15.08	\$ 15.55	\$ 16.01	\$ 16.50	\$ 16.99	\$ 17.50	\$ 18.02	\$ 18.56	\$ 19.12	\$ 19.70	\$ 20.28

Name	Start Date	1/1/2014				7/1/2014				1/1/2015				1/1/2016			
		Rate	Longevity	Total	Change	Rate	Longevity	Total	Change	Rate	Longevity	Total	Change	Rate	Longevity	Total	Change
Olson, Casey	4/19/2006	\$ 16.65	\$ -	\$ 16.65	May to \$17.15	\$ 17.32	\$ -	\$ 17.32		\$ 17.75	\$ -	\$ 17.75	May to \$18.29	\$ 18.56	\$ -	\$ 18.56	May to \$19.12
Orr, Terri	10/1/2011	\$ 14.36	\$ -	\$ 14.36		\$ 14.50	\$ -	\$ 14.50	Oct to \$14.95	\$ 15.32	\$ -	\$ 15.32	Oct to \$15.77	\$ 16.01	\$ -	\$ 16.01	Oct to \$16.50
Regan, Duggan	11/18/2013	\$ 12.22	\$ -	\$ 12.22	June to \$12.58	\$ 12.71	\$ -	\$ 12.71		\$13.03	\$ -	\$ 13.03	Dec to \$13.43	\$ 13.63	\$ -	\$ 13.63	Dec to \$14.04

Appendix A - Page 2 of 2

		Start	6 mos	2nd yr	3rd yr	4th yr	5th yr	6th yr	7th yr	8th yr	9th yr	10th y	11th y	12th y	
Assr Prop Tech		2013	\$ 14.22	\$ 14.65	\$ 15.09	\$ 15.54	\$ 16.01	\$ 16.49	\$ 16.98	\$ 17.49	\$ 18.02	\$ 18.56	\$ 19.11	\$ 19.69	\$ 20.28
Victim Witnes	1.0%	01/2014	\$ 14.36	\$ 14.80	\$ 15.24	\$ 15.70	\$ 16.17	\$ 16.65	\$ 17.15	\$ 17.66	\$ 18.20	\$ 18.75	\$ 19.30	\$ 19.89	\$ 20.48
	1.0%	07/2014	\$ 14.50	\$ 14.95	\$ 15.39	\$ 15.86	\$ 16.33	\$ 16.82	\$ 17.32	\$ 17.84	\$ 18.38	\$ 18.94	\$ 19.49	\$ 20.09	\$ 20.68
	2.5%	2015	\$ 14.86	\$ 15.32	\$ 15.77	\$ 16.26	\$ 16.74	\$ 17.24	\$ 17.75	\$ 18.29	\$ 18.84	\$ 19.41	\$ 19.98	\$ 20.59	\$ 21.20
	1.5%	2016	\$ 15.08	\$ 15.55	\$ 16.01	\$ 16.50	\$ 16.99	\$ 17.50	\$ 18.02	\$ 18.56	\$ 19.12	\$ 19.70	\$ 20.28	\$ 20.90	\$ 21.52
Chief Dep Recorder		2013	\$ 14.75	\$ 15.19	\$ 15.65	\$ 16.12	\$ 16.60	\$ 17.11	\$ 17.62	\$ 18.15	\$ 18.70	\$ 19.26	\$ 19.84	\$ 20.43	\$ 21.05
Chief Dep Trea	1.0%	01/2014	\$ 14.90	\$ 15.34	\$ 15.81	\$ 16.28	\$ 16.77	\$ 17.28	\$ 17.80	\$ 18.33	\$ 18.89	\$ 19.45	\$ 20.04	\$ 20.63	\$ 21.26
Deputy Auditor	1.0%	07/2014	\$ 15.05	\$ 15.49	\$ 15.97	\$ 16.44	\$ 16.94	\$ 17.45	\$ 17.98	\$ 18.51	\$ 19.08	\$ 19.64	\$ 20.24	\$ 20.84	\$ 21.47
	2.5%	2015	\$ 15.43	\$ 15.88	\$ 16.37	\$ 16.85	\$ 17.36	\$ 17.89	\$ 18.43	\$ 18.97	\$ 19.56	\$ 20.13	\$ 20.75	\$ 21.36	\$ 22.01
	1.5%	2016	\$ 15.66	\$ 16.12	\$ 16.62	\$ 17.10	\$ 17.62	\$ 18.16	\$ 18.71	\$ 19.25	\$ 19.85	\$ 20.43	\$ 21.06	\$ 21.68	\$ 22.34
Appraiser		2013	\$ 16.19	\$ 16.67	\$ 17.17	\$ 17.68	\$ 18.22	\$ 18.76	\$ 19.32	\$ 19.90	\$ 20.49	\$ 21.11	\$ 21.75	\$ 22.40	\$ 23.07
	1.0%	01/2014	\$ 16.35	\$ 16.84	\$ 17.34	\$ 17.86	\$ 18.40	\$ 18.95	\$ 19.51	\$ 20.10	\$ 20.69	\$ 21.32	\$ 21.97	\$ 22.62	\$ 23.30
	1.0%	07/2014	\$ 16.51	\$ 17.01	\$ 17.51	\$ 18.04	\$ 18.58	\$ 19.14	\$ 19.71	\$ 20.30	\$ 20.90	\$ 21.53	\$ 22.19	\$ 22.85	\$ 23.53
	2.5%	2015	\$ 16.92	\$ 17.44	\$ 17.95	\$ 18.49	\$ 19.04	\$ 19.62	\$ 20.20	\$ 20.81	\$ 21.42	\$ 22.07	\$ 22.74	\$ 23.42	\$ 24.12
	1.5%	2016	\$ 17.17	\$ 17.70	\$ 18.22	\$ 18.77	\$ 19.33	\$ 19.91	\$ 20.50	\$ 21.12	\$ 21.74	\$ 22.40	\$ 23.08	\$ 23.77	\$ 24.48

Name	Start Date	1/1/2014				7/1/2014				1/1/2015				1/1/2016			
		Rate	Longevity	Total	Change												
Anderson, Wayne	1/28/2013	\$ 16.84	\$ -	\$ 16.84		\$ 17.01	\$ -	\$ 17.01		\$ 17.44	\$ -	\$ 17.44	Feb to \$17.95	\$ 18.22	\$ -	\$ 18.22	Feb to \$18.77
Cain, Teresa *	10/18/2011	\$ 17.66	\$ -	\$ 17.66		\$ 17.84	\$ -	\$ 17.84	Nov to \$18.38	\$ 18.84	\$ -	\$ 18.84	Nov to \$19.41	\$ 19.70	\$ -	\$ 19.70	Nov to \$20.28
Lindstrom, Toni	10/27/1997	\$ 21.26	\$ 0.05	\$ 21.31		\$ 21.47	\$ 0.05	\$ 21.52		\$ 22.01	\$ 0.05	\$ 22.06		\$ 22.34	\$ 0.05	\$ 22.39	
Molden, Marlene	5/1/2007	\$ 17.80	\$ -	\$ 17.80	May to \$18.33	\$ 18.51	\$ -	\$ 18.51		\$ 18.97	\$ -	\$ 18.97	May to \$19.56	\$ 19.85	\$ -	\$ 19.85	May to \$20.43
Pederson, Colleen	6/2/1998	\$ 20.48	\$ 0.05	\$ 20.53		\$ 20.68	\$ 0.05	\$ 20.73		\$ 21.20	\$ 0.05	\$ 21.25		\$ 21.52	\$ 0.05	\$ 21.57	
Roberts , Carla	1/1/1983	\$ 21.26	\$ 0.20	\$ 21.46		\$ 21.47	\$ 0.20	\$ 21.67		\$ 22.01	\$ 0.20	\$ 22.21		\$ 22.34	\$ 0.20	\$ 22.54	

* Started with the County on 9/16/2002. Moved from Human Services to current position on 10/18/2011. Wages follow hiring agreement that was approved in 2011. Longevity will follow original hire date.

APPENDIX B. SEXUAL HARASSMENT POLICY

I. POLICY.

Sexual harassment of any Swift County Employee is strictly forbidden. Substantiated violations of this policy will result in disciplinary or corrective action against the violator.

II. DEFINITION.

Sexual harassment is defined by the Federal Equal Employment Opportunity Commission (EEOC) as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

III. PROCEDURE.

INFORMAL PROCEDURE:

The employee shall take up the alleged harassment with his or her supervisor or Department Head. If the alleged perpetrator is the supervisor or department head, the employee may take the matter to the Chairman of the Board. The Supervisor/Department Head/Board Chairman shall investigate the alleged harassment within 5 days after it is reported to him/her and try to resolve the matter to the satisfaction of both parties.

FORMAL PROCEDURE:

Any Swift County employee who believes he or she has been subject to sexual harassment shall have the right to file a complaint. Procedures for filing a complaint are

1. An employee who feels that they have been subjected to sexual harassment shall submit a signed, written statement to the Department Head. The written complaint shall describe the behavior/communication that precipitated the complaint. The time, place and date of the harassment shall be stated in the complaint. If the Department Head is the alleged violator, the complaint shall be given to the Chairman of the Swift County Board.

2. The Department Head, or the Chairman of the Board, if the Department Head is the alleged violator, will Investigate the complaint. If substantiated, he/she will try to mediate the problems. This shall be done within 5 days of the receipt of the signed complaint.
3. If the complaint is substantiated, corrective or disciplinary action may be taken against the perpetrator. This could include:
 - a. a verbal reprimand
 - b. a written reprimand
 - c. a corrective action plan involving treatment, therapy, or education of sexuality
 - d. withholding a salary increase
 - e. suspension
 - f. demotion or transfer, reduction in classification and/or salary
 - g. termination
4. If the employee is not satisfied with the resolution proposed by the Department Head, the employee may send a written complaint to the County Board, who shall follow Steps 2 and 3. If this does not resolve the issue, the employee may contact any State or Federal agency of the employee's choice.
5. Filing a complaint under these conditions does not preclude an employee from pursuing action under the Minnesota Human Rights Act or a complaint under the Federal Equal Employment Opportunity Commission (EEOC). Nor is the employee precluded from seeking independent legal advice and representation

No employee shall be subject to harassment, reduction of employment status, benefits, payor loss of advancement opportunity because of filing a complaint or testifying in an investigation or appeal proceeding.

APPENDIX C – MEMORANDUM OF UNDERSTANDINGS

Exhibit 1. Minimum Value Plan MOU (Note: Health Plan #3 (HSA) is the Minimum Value Plan).

MEMORANDUM OF UNDERSTANDING

**Between
Swift County
and
Local 2538, AFSCME Council 65, AFL-CIO**

This Memorandum of Understanding (MOU) concerns the offering of a new health care insurance plan to be known as the “Minimum Value Plan”. This MOU is made and entered into this 1st day of November, 2013; by and between Swift County (hereinafter "Employer") and Local 2538, AFSCME Council 65, AFL-CIO (hereinafter "Union").

The Employer and the Union agree to the following:

- The Employer is considering offering a new health care insurance plan to be known as the “Minimum Value Plan” beginning on January 1, 2014.
- The Union agrees that the Employer can introduce or discontinue this plan at the beginning of any plan year at the Employer’s sole discretion.
- If this “Minimum Value Plan” is discontinued in the future the Union agrees that discontinuing of the plan does not create an aggregate value claim or any other claim.
- The Employer agrees that at the discretion of each Union member, they are permitted to switch to and from the “Minimum Value Plan” during each open enrollment period to be effective at the start of a new plan year. However, this does not obligate the Employer to continue to offer the “Minimum Value Plan” in the future which the Employer may discontinue at any time.

The duration of this Memorandum of Understanding runs until such time that the Employer discontinues the “Minimum Value Plan”.

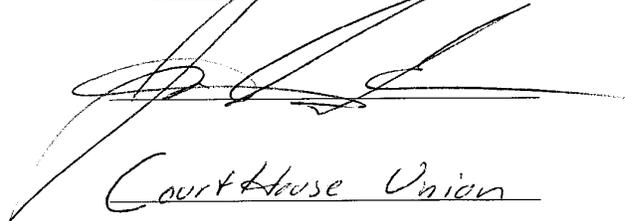
For the Employer:





For the Union:





Court House Union
