

# Notice & Agenda

## Swift County Board of Commissioners

Tuesday, February 4, 2020

9:00 AM

LEC Meeting Room – 301 14<sup>th</sup> 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>
9:00 a.m.		<b>Call to Order and Roll Call</b>
9:01 a.m.		<b>Approve Agenda</b>
9:02 a.m.		<b>Consent Agenda</b>
	1-2	(1) Minutes from January 21, 2020 Regular Meeting
	3-4	(2) Consider approving Grant in Aid Resolution 20-02-17 for new project proposal
	5	(3) Consider approval of one Daycare grant
	6-10	(4) Consider approval of a Cooperative Agreement between Swift County and Upper Minnesota River Watershed Minnesota River State Trail
	11-12	(5) Consider approving an increase to the Extension budget
9:04 a.m.		<b>Consider Approval of Commissioner warrants and review Auditor warrants</b>
9:05 a.m.		<b>Commissioner and Board reports</b>
9:25 a.m.		<b>County Administrator report</b>
9:30 a.m.		<b>Citizens Comments</b>
9:35 a.m.		<b>Blake Knisley, Realty Specialist</b>
	13-16	Consider approval for certification of easement
9:45 a.m.		<b>Human Services</b>
	17-19	Consider resolving a 3 <sup>rd</sup> resolution to join PrimeWest Health
9:55 a.m.		<b>Dan Enderson, Swift County Benson Health Services</b>
		Swift County Benson Health Services Affiliation update
10:15 a.m.		<b>Bill McGeary, Emergency Management Director and Kirk Bustrom UMRDC</b>
	20	Adoption of the updated Swift County Hazard Mitigation plan
10:30 a.m.		<b>Other Business</b>
	21-45	Labor Agreement between the County of Swift and The American Federation of State, County and Municipal Employees, AFL-CIO Local Union No. 2538, Swift County Human Services
10:45 a.m.		<b>Adjournment</b>

## **SWIFT COUNTY BOARD MINUTES**

### **January 21, 2020**

Chairman Hendrickx called the meeting to order at 9:00 AM with all members present. Also present: County Administrator Kelsey Baker, Assistant County Attorney Shawn Reinke, Terri Orr, and other county employees and members of the public.

Chairman Hendrickx asked if there were any changes or additions to the agenda. There were no changes.

**01-21-20-01** Commissioner Rudningen moved and Commissioner E. Pederson seconded to approve the agenda. Motion carried unanimously.

**01-21-20-02** Commissioner Fox moved and Commissioner Rudningen seconded to approve the Consent Agenda items: (1) Approval of Minutes from January 7, 2020 Regular Meeting, (2) Approval of the appointment of Kelsey Tollefson, District 1 to the Swift County RDA Board effective immediately. Motion carried unanimously.

**01-21-20-03** Commissioner Rudningen moved and Commissioner Fox seconded to approve the Commissioner warrants as follows: Revenue: \$378,931.79; Solid Waste: \$27,649.22; County Road & Bridge: \$96,500.75; Debt Services: \$7,883.27; County Ditches Fund, \$11,888.51; Upper Minnesota Watershed, \$622.43; Region 6 West Agency, \$1,182.19; State Fund Agency, \$22.50; Current/School District Agency, \$66,426.54; Townships & Cities Agency, \$79,287.85; Rural Development Agency Fund, \$1,743.67; which includes the following bills over \$2,000: 2853 School District Treasurer, \$15,304.75; 768 School District Treasurer, \$4,165.15; 775 School District Treasurer, \$9,447.40; Ascheman Oil, \$2,537.14; Benson ISD 777, Acct 31127-101, \$37,506.93; Big Stone County, \$2,860.84; Center Point Energy, \$3,336.94; Chamberlain Oil Company, \$4,282.68; CliftonLarsonAllen LLP, \$11,000.00; Commerford Gravel Inc., \$4,035.00; Counties Providing Technology, \$7,515.54; Craig's Inc., \$10,213.74; Dooley Petroleum, Inc., \$2,898.27; Election Systems & Software Inc., \$51,803.00; Federated Telephone, \$6,619.87; Kandiyohi County Sheriff's Department, \$4,237.69; KnowInk, \$8,960.00; Law Enforcement Training Services, \$37,833.01; Lexipol LLC, \$2,100.00; MN Counties Intergovernmental Trust, \$169,697.90; MN Sheriff's Association, \$4,896.22; Pflipsen Trucking LLC, \$13,752.82; Pro Action Safety & Sales, \$2,599.15; Rinke Noonan, \$8,010.00; Swift County Benson Hospital, \$120,040.57; Swift County HRA, \$2,458.92; Treasurer, Benson Township, \$2,530.23; Treasurer, Camp Lake Township, \$2,366.60; Treasurer, City of Appleton, \$12,655.19; Treasurer, City of Benson, \$25,470.07; Treasurer, City of Clontarf, \$2,239.97; Treasurer, City of Kerkhoven, \$6,803.40; Treasurer, Fairfield Township, \$2,087.28; Treasurer, Hegbert Township, \$2,390.60; Treasurer, Moyer Township, \$2,895.39; Treasurer, Swenoda Township, \$2,128.38; Treasurer, Tara Township, \$2,369.68; Treasurer, West Bank Township, \$3,486.46; Van Heuveln General Contracting Inc., \$7,065.00. Brief discussion was held. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on RTCC meeting, Countryside Public Health, Policy Committee and meeting with Case IH. Commissioner E. Pederson reported on Soil & Water Conservation District and DAC. Chairman Hendrickx reported on Revolving Loan Fund, RDC, Woodland Centers and the NACo Housing Summit. Commissioner Fox reported on Revolving Loan Fund, Restorative Practices, Woodland Centers and West Central Mental Health Board. Commissioner Rudningen reported on Well-Being Committee, Prairie Lakes Youth Program, Pioneerland Library System meeting and Policy Committee.

Administrator Baker reported on Enhancing the Organization, Employee Recognition Committee, Human Service Leadership meeting, NACo Housing Summit and Policy meeting.

Chairman Hendrickx asked for citizen's comments. Mark Hughes was concerned with Woodland Centers, Thielke Fire bill, Hospital, moving refugees to the County and Case IH.

The Association of Minnesota Counties (AMC), Ryan Erdman, presented Commissioner Gary Hendrickx an award he received at the 2019 Annual AMC Conference.

Restorative Practices Coordinator Shelly Lottman updated the board on the yearly report.

Human Services Director Catie Lee requested approval of the Biennial State of Minnesota County Child Support Program Interagency Cooperative Agreement.

**01-21-20-04** Commissioner Rudningen moved and Commissioner Fox seconded to approve the Biennial State of Minnesota County Child Support Program Interagency Cooperative Agreement. Motion carried unanimously.

Director Catie Lee introduced the new Eligibility Worker Michelle Schmidt to the Board.

Director Catie Lee and Fiscal Supervisor Gary Jensen updated the board on the Financial Summary and Human Services update.

Discussion was held on the Dispatch Center. A lengthy discussion was held. The Sheriff’s Task Force is going to continue to meet and provide updates to the board.

SHIP Coordinator Ashlie Johnson and Countryside Public Health Administrator Liz Auch held a discussion on the Swift County Tobacco Ordinance. No action was taken at this time.

**01-21-20-05** Commissioner P. Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 11:00 AM.

WITNESSED:

\_\_\_\_\_  
Gary Hendrickx, Chair

ATTEST:

\_\_\_\_\_  
Kelsey Baker, County Administrator

DRAFT



# Request for Board Action

BOARD MEETING DATE:  
February 4, 2020

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: MN Grant in Aid Resolution for new project proposal	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Required by MN DNR
BACKGROUND/JUSTIFICATION:	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No action	Click here to enter text.

### Budget Information

FUNDING: N/A
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

### Board Action

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

RESOLUTION 20-02-17

At a regular meeting of the Swift Board of Commissioners, duly held on the 4<sup>th</sup> day of February, 2020 the following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_

WHEREAS, the State of Minnesota has made available through the **Minnesota Trails Assistance Program**, for the purpose of constructing and maintaining an Off-Highway Vehicle Park, and

WHEREAS, the County of Swift desires to make available to its citizens and visitors, such an area for the aforementioned purposes, in harmony and keeping with its recreational plan, and

WHEREAS, the County of Swift is willing to operate, maintain and safeguard the facility as set forth in the Application, attached hereto, and made a part thereof,

NOW THEREFORE, BE IT RESOLVED, that the Swift County Chairperson of the Board and the Swift County Administrator execute the aforesaid Application.

\_\_\_\_\_  
Gary Hendricks, Swift County Board Chairperson

STATE OF MINNESOTA )  
COUNTY OF SWIFT )

I do hereby certify that at a regular meeting of the Board of County Commissioners, Swift County, Minnesota, on the 4<sup>th</sup> of February, 2020, at which a majority of the members of said Board were present, the foregoing resolution was adopted.

\_\_\_\_\_  
Kelsey Baker, Swift County Administrator

Fox \_\_\_\_\_ Hendricks \_\_\_\_\_ E. Pederson \_\_\_\_\_  
P. Peterson \_\_\_\_\_ Rudningen \_\_\_\_\_



# Request for Board Action

BOARD MEETING DATE:  
February 4, 2020

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Human Services	REQUESTOR: Catie Lee	REQUESTOR PHONE: 320-843-6301
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of 1 daycare grant					
AGENDA YOU ARE REQUESTING TIME ON: Regular board			ARE YOU SEEKING APPROVAL OF A CONTRACT? No		
IS THIS MANDATED? No			EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve the grant request		
BACKGROUND/JUSTIFICATION:					
Name	Address	#children in Daycare	Amount requested	Purpose	Committee Approval Date
DeGraff Kids Corner Daycare/Kristi Baker	405 5 <sup>th</sup> St. So. DeGraff	10	\$1500	Play ground Equipment	1/2420
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? <a href="#">Click here to enter text.</a>					

### Budget Information

FUNDING: Budget approval for these loans has been granted by the board.
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: <a href="#">Click here to enter text.</a>	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: <a href="#">Click here to enter text.</a>

**COOPERATIVE AGREEMENT  
BETWEEN  
SWIFT COUNTY AND UPPER MINNESOTA RIVER WATERSHED  
MINNESOTA RIVER STATE TRAIL – CORPS OF ENGINEERS PARTICIPATION**

This Agreement, between Swift County, acting by and through the County Board of Commissioners, hereinafter referred to as the "County" and the Upper Minnesota River Watershed District, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the County and the District are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the County and the District, have determined that the cooperative development of the abutments for a future Minnesota River State Trail bridge over the Minnesota River at the U.S. Army Corps of Engineers (CORPS) dam and flood control structure at the base of Marsh Lake, Swift County is of high priority, and is hereinafter referred to as the "State Trail Bridge Abutments"; and

WHEREAS, the County and the District have consulted with the State of Minnesota Department of Natural Resources (DNR), and the DNR has concurred with the determination of the County and the District that the development of the required abutments for a future State Trail bridge over the Minnesota River in cooperation with the CORPS Marsh Lake Improvement Project is of High Priority; and

WHEREAS, the DNR and the County have previously executed an agreement, as amended, and attached and incorporated hereto as **Exhibit A**, that provides the County funding and technical assistance with the development of the Minnesota State Trail between Appleton and the Minnesota River; and

WHEREAS, the District and the CORPS have previously executed a Participation Agreement for the use of non-federal funding to be utilized in the rehabilitation and improvement of the Minnesota River Marsh Lake Dam and Pomme de Terre River restoration, which is attached and incorporated into this agreement as **Exhibit B**; and

WHEREAS, the CORPS has developed plans and specification for the proposed State Trail Bridge Abutments, which meet the requirements of the proposed State Trail and have been approved by the DNR; and

WHEREAS, the County is prepared to fund the State Trail Bridge Abutments as provided for under the terms of the Agreement between the County and the State; and

WHEREAS, the District is prepared to be the lead agency in the partnership with the CORPS and the funding of the State Trail Bridge Abutments; and

WHEREAS, upon completion neither the County or the District shall have responsibility for the management or administration of the State Trail Bridge Abutments or the Minnesota River State Trail; and

WHEREAS, upon completion, the CORPS shall have sole responsibility for the management and administration of the State Trail Bridge Abutments as a part of the Minnesota River Marsh Lake Dam; and

WHEREAS, a resolution or copy of the County Board/Council meeting minutes authorizing the entities to enter into this agreement is attached and incorporated into this agreement as **Exhibit C**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

**I. COUNTY'S DUTIES AND RESPONSIBILITIES**

- a. The County has consulted with the DNR regarding the installation of the abutments for a future State Trail Bridge in cooperation with the CORPS, per the terms of the Agreement between the DNR and the County, attached to this Agreement as Exhibit A.
- b. The County shall provide funding assistance to the District for the construction of the State Trail Bridge Abutments. Funding assistance shall be limited to project specific District expenses directly related to the cooperative construction participation agreement with the CORPS and the District for the construction of the State Trail Bridge Abutments.
- c. All changes to the plans, specifications and/or special provisions for the State Trail Bridge Abutment construction shall be subject to the approval of the County. County approval and comment shall be provided to the District by the County's designated Contact following consultation with the DNR; and
- d. Upon completion, the County shall have no responsibility for the management, operation, maintenance and administration of the State Trail or the State Trail Bridge Abutments.
- e. The County reserves the right to inspect the State Trail and Trail Bridge Abutments at any time to ensure that the District is in compliance with this Agreement.

## II. DISTRICT'S DUTIES AND RESPONSIBILITIES

- a. The District shall enter a cooperative construction participation agreement with the CORPS for the installation of the State Trail Bridge abutments for a future bridge over the Minnesota River at the CORPS Marsh Lake Dam. The District shall administer the terms of the construction participation from agreement execution through the reimbursement of CORPS incurred costs.
- b. All changes to the plans, specifications and/or special provisions to the State Trail Bridge Abutment construction shall be subject to the approval by County. County approval and comment will be provided to the District by the County's designated Project Contact.
- c. The District has the right to reject the terms and conditions of the CORPS construction participation agreement with cause. The District will provide the County written notice of the intent to reject the construction participation agreement with the CORPS, 30 days prior to formal rejection and to consult with the County in an effort to provide an opportunity to address specific concerns.
- d. Upon completion, the County and District shall have no responsibility for the management, operation, maintenance and administration of the State Trail or the State Trail Bridge Abutments.

## III. FUNDING

The County shall provide funding for its responsibilities under Article I (b) above, however, the total obligation of the County for the construction of the State Trail Abutments under Article I (b) shall not exceed **\$300,000.00**. The obligation of the County is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* November 15, 2019, **or the date the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**.
- b. *Expiration Date:* June 15, 2020, or when all obligations under Article II (a) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

Reimbursement of eligible costs will be due within thirty (30) days of the District's presentation of invoices for services performed and acceptance of such services by the County's designated contact. The District will not receive payment for work found by the County to be unsatisfactory or preformed in violation of federal, state or local law.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party and the results thereof. The District's and County's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

V. TERM

- a. *Effective Date:* **November 15, 2019, or the date the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.**
- b. *Expiration Date:* **June 15, 2020**, for a period of seven (7) months except as otherwise provided herein or agreed to in writing by both parties.

VII. ANTITRUST

The District hereby assigns to the County any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the County at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the District. The County will notify the District by written or email notice. The County will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the District shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The County will not be assessed any penalty if the Agreement is cancelled because of a lack of funding. The County shall provide the District notice of lack of funding within a reasonable time of the County's receiving that notice.

This Agreement may be cancelled by the District at any time with or without cause at any time prior to the awarding of the initiation of the funding cooperation with the CORPS upon thirty (30) days written notice to the County. The County will not be obligated to pay for services provided after the receipt of the District's written notice and the effective date of cancellation.

IX. GOVERNMENT DATA PRACTICES

The County and the District must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the District under this Agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the District or the County.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this Agreement must identify the Minnesota Department of Natural Resources as the sponsoring agency and must not be released without prior written approval from the State as required under **Exhibit A**. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the County or District individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The County  
Swift County  
County Administrator  
301 14<sup>th</sup> Street N  
Benson, MN 56215

The District  
Upper Minnesota River Watershed District  
District Administrator  
211 2<sup>nd</sup> Street SE  
Ortonville, MN 56278

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

COUNTY OF SWIFT

UPPER MINNESOTA RIVER WATERSHED DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF SWIFT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(Effective Date)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

UPPER MINNESOTA RIVER WATERSHED DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

.  
Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Contract: \_\_\_\_\_



# Request for Board Action

BOARD MEETING DATE:  
February 4, 2020

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Extension	REQUESTOR: Becca Turnquist	REQUESTOR PHONE: 320-843-4857
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving an increase to the Extension budget	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? yes	EXPLANATION OF MANDATE: Board review and approval
BACKGROUND/JUSTIFICATION: It was noticed after the budget was finalized the amount budgeted to reimburse the University of Minnesota had not been updated. This would be an increase of \$1,476 to the budgeted expenses.	
PREVIOUS ACTION ON REQUEST <a href="#">Click here to enter text.</a> / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING:    n/a
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Emailed prior to board meeting	RECOMMENDATIONS: <a href="#">Click here to enter text.</a>
COMMENTS: None	COMMENTS: None

## Budget Change Request Form

### Requestor Information

Department: EXTENSION Date: 1-29-20  
 Dept. Head: BECCA TURNQUIST

### Reallocation Request

<u>Account Number</u>	<u>Account Name</u>	<u>Amount Added</u>	<u>Amount Deducted</u>

Reason for change request: \_\_\_\_\_  
 \_\_\_\_\_

### Additional Appropriation Request

<u>Account Number</u>	<u>Account Name</u>	<u>Amount Requested</u>
<u>01-600.6830</u>	<u>EXTENSION REIMBURSEMENT</u>	<u>1,476<sup>00</sup></u>

Reason for additional appropriation: AMOUNT OF INCREASE REQUESTED WAS NOT ADJUSTED IN THE 2020 BUDGET

### Board Action Taken

Approved   
  Denied   
 Date: \_\_\_\_\_

Attach any additional information desired to support/clarify your request.



IN REPLY REFER TO:

# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

18965 County Highway 82  
Fergus Falls, Minnesota 56537  
218-736-0635



RE – Minnesota W.A.  
Swift County  
VanderWeyst, Donald et al

January 23, 2020

Ms. Kelsey Baker  
Swift County Administrator  
301 14<sup>th</sup> Street North  
Benson, Minnesota 56215

Dear Ms. Baker:

The Fish and Wildlife Service recently secured an easement from the VanderWeyst family on property North of Benson, Minnesota. This is a habitat easement protecting about 32 acres of the property. The easement covers the property as shown on the enclosed photo and platbook map. This easement allows him to hay the property after July 15<sup>th</sup>. The landowner will retain primary responsibility for weed control, recreational use, access, and will continue to be responsible for the payment of property taxes.

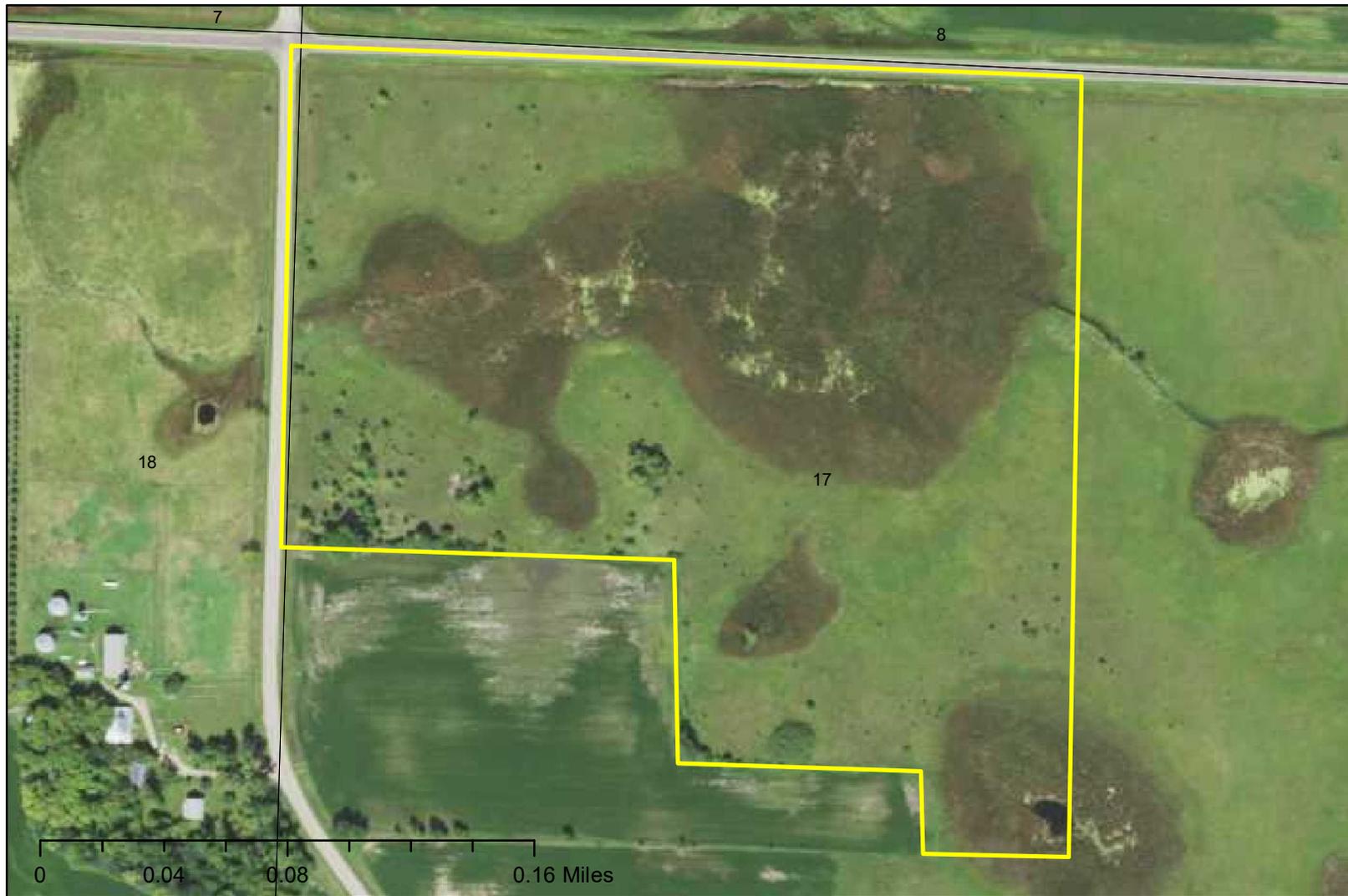
This letter confirms my intention to meet with the Board of Commissioners on February 4<sup>th</sup>, at 9:00 a.m. to request certification of this easement.

Please print out and attach a copy of this letter with the attachments for each of the County Commissioners. The information has been sent to the Township Clerk. If you have any questions, please contact me at 218-736-0635.

Sincerely,

Blake Knisley  
Realty Specialist

Attach: certification, legal, plat map, aerial,



**Donald Vanderweyst  
Habitat Easement  
Delineation**

County: Swift

T122N, R39W,

Sec. 17

Wet Acres: 16.256

Total Acres: 32.742

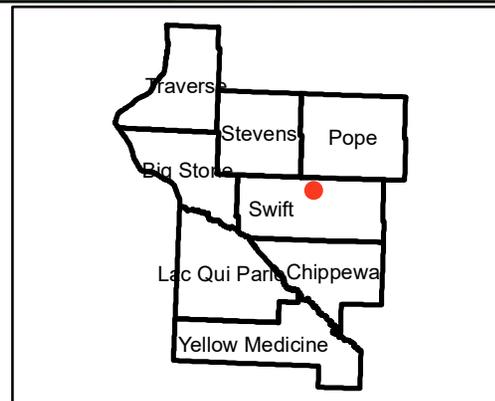
Hay



Submitted By \_\_\_\_\_  
Date \_\_\_\_\_

**Legend**

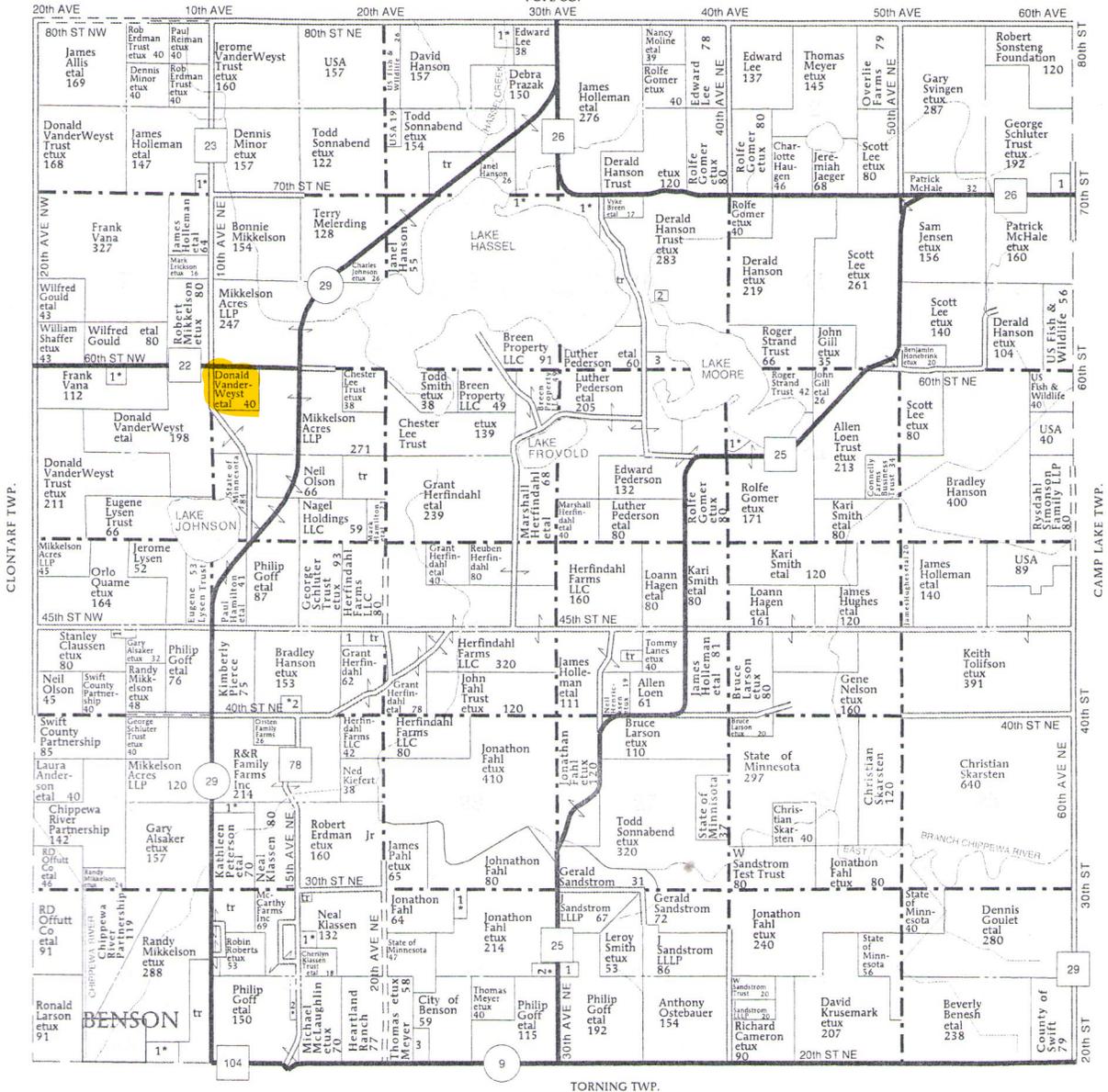
 Acquisition Boundary





(Landowners)

POPE CO.



**BENSON TOWNSHIP**

**SECTION 1**

- 1. Sietsema, Cassandra 8

**SECTION 4**

- 1. Flanders, Duaine 13

**SECTION 6**

- 1. Erickson, Mark 13

**SECTION 9**

- 1. Breen, Vyke 13

**SECTION 10**

- 1. Iverslie, Karl 13
- 2. Lake Hazel Church 8

**SECTION 12**

**SECTION 14**

- 1. Thomson, Philip 11

**SECTION 18**

- 1. Lumpkin, Rodney 8

**SECTION 19**

- 1. Gunderson, Glen 7

**SECTION 20**

- 1. Jaeger, Kenny 5
- 2. Kennedy, Troy 5

**SECTION 29**

- 1. Thompson, Alan 10

**SECTION 31**

- 1. Alsaker, Jay 14

**SECTION 32**

- 1. Huffman, John 7
- 2. Hover, Dwight 5

**SECTION 33**

- 1. Fahl, Shaun 13
- 2. Tofte, Donald 6

**SECTION 34**

- 1. Goff, Brandon 6

RE-Minnesota W.A.  
Swift County  
Vander Weyst, Donald et al

CERTIFICATION OF THE COUNTY BOARD OF COMMISSIONERS

In accordance with a Procedural Agreement between the Minnesota Department of Natural Resources and the U.S. Fish and Wildlife Service, dated May 23, 1962, and subsequently amended, certification by the County Board of Commissioners for acquisition of lands by the U.S. Fish and Wildlife Service is requested.

Representatives of the U.S. Fish and Wildlife Service met with the Board of Commissioners of Swift County, State of Minnesota, on February 4, 2020, and informed the Commissioners that a Grant of Easement for Habitat Management Rights has been secured from landowner(s) on the following described lands:

T122N, R39W, 5th P.M.

Section 17, part of the NW 1/4 of the NW 1/4, to be determined by a survey.

The County Board of Commissioners considered the above request for acquisition by the U.S. Fish and Wildlife Service and the Board's decision is as follows:

CERTIFIED FOR ACQUISITION:

\_\_\_\_\_  
Chair  
County Board of Commissioners

Date: \_\_\_\_\_

NOT CERTIFIED FOR ACQUISITION:

\_\_\_\_\_  
Chair  
County Board of Commissioners

Date: \_\_\_\_\_

Reasons:



# Request for Board Action

BOARD MEETING DATE:  
February 4, 2020

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Human Services	REQUESTOR: Catie Lee	REQUESTOR PHONE: 320-843-6301
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider resolving a 3rd resolution to join PrimeWest Health	
AGENDA YOU ARE REQUESTING TIME ON: Regular agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: County Board action needs to be taken to approve all grants/deferred loan requests
BACKGROUND/JUSTIFICATION: The Swift County Board of Commissioners voted unanimously to sign a resolution to join PrimeWest Health (PWH) on 10/3/2018 and due to changes with the resolution, re-resolved to join PrimeWest Health on 10/16/2018. In 2019 DHS conducted the procurement and on September 3rd DHS announced the cancellation of the procurement. Due to this cancellation it rendered the final signed resolution inaccurate. The new resolution is updated with the accurate dates and the same originally agreed upon buy-in cost.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	<a href="#">Click here to enter text.</a>

### Budget Information

FUNDING: Budget approval for these loans has been granted by the board.
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: <a href="#">Click here to enter text.</a>	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: <a href="#">Click here to enter text.</a>

Resolution 2019-2022 (20-02-18)

RE: COUNTY-BASED PURCHASING ELECTION AND COMMITMENT TO JOIN THE  
PRIMEWEST RURAL MINNESOTA HEALTH CARE ACCESS INITIATIVE  
(dba PRIMEWEST HEALTH)

WHEREAS, Minnesota Statutes 256B.692 authorizes county boards or groups of county boards to elect to purchase or provide health care services on behalf of persons eligible for medical assistance who would otherwise be required to or may elect to participate in the prepaid medical assistance program; and

WHEREAS, county-based purchasing promotes publicly transparent operations and direct accountability for the health care resources provided by our County, State and Federal governments, and the taxpayers; and

WHEREAS, the rural and local government ownership structure of county-based purchasing will facilitate integration with county Public Health and Social Services agencies, which play key roles in addressing social determinants of health, behavioral health, and community health needs; improving population health; and providing case management services; and

WHEREAS, participation in county-based purchasing will provide greater local control and input over public health care resources expended in our County, improve our citizens' health care experience and population health, and reduce unnecessary health care costs; and

WHEREAS Swift County has an opportunity to join PrimeWest Health, a county-based purchasing organization that currently serves members in the counties of Beltrami, Big Stone, Clearwater, Douglas, Grant, Hubbard, McLeod, Meeker, Pipestone, Pope, Renville, Stevens, and Traverse.

**NOW, THEREFORE, BE IT RESOLVED** that Swift County hereby elects to participate in county-based purchasing or provision of health care services on behalf of persons eligible for medical assistance in Swift County. Swift County will participate in county-based purchasing as follows:

1. Swift County shall join PrimeWest Health as an Entrant Member upon Swift County by becoming a signatory to the Second Amended and Restated Health Care Access Initiative Joint Powers Agreement, in the form attached to this Resolution as Exhibit A. Upon joining PrimeWest Health, Swift County shall pay PrimeWest Health the amount agreed upon between PrimeWest Health and Swift County for costs incurred by Swift County participants participating on the PrimeWest Health Joint Powers Board, PrimeWest Health Public Health & Human Services Directors Committee, and the PrimeWest Health Quality & Care Coordination Committee, including participant stipend, mileage and meal costs.
2. Swift County shall become an Existing Member of PrimeWest Health upon execution of the Families and Children managed care contract between the Minnesota Department of Human Services and PrimeWest Health engaging

PrimeWest Health to administer Prepaid Medical Assistance and MinnesotaCare in Swift County.

3. Upon becoming an Established Member of PrimeWest Health, Swift County shall make a financial contribution to PrimeWest Health risk based capital reserves in the amount of \$1,206,297.46. A minimum of one half this amount shall be paid to PrimeWest Health upon Swift County's within 30 days of execution of the Families and Children managed care contract between the Minnesota Department of Human Services and PrimeWest Health to administer Prepaid Medical Assistance and MinnesotaCare in Swift County. Swift County shall have an option to pay the remaining balance of the financial contribution to PrimeWest Health within six months of the execution of the Families and Children managed care contract between the Minnesota Department Human Services and PrimeWest Health. Any such remaining balance shall be secured by a Promissory Note in the form attached to this Resolution as Exhibit B.

This resolution was adopted by the Swift County Board of Commissioners on February 4, 2020.

This resolution was adopted by the Swift County Board of Commissioners on October 3, 2018, reaffirmed on October 16, 2018, and reaffirmed again on February 4, 2020.

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Gary Hendrickx, Board Chair

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Kelsey Baker, Administrator

# RESOLUTION OF THE COUNTY OF SWIFT

## ADOPTION OF THE SWIFT COUNTY ALL-HAZARD MITIGATION PLAN

WHEREAS, the County of Swift has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Swift County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Swift County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Swift County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Swift County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Swift County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED that the County of Swift supports the hazard mitigation planning effort and wishes to adopt the Swift County All-Hazard Mitigation Plan.

This Resolution was declared duly passed and adopted and was signed by the \_\_\_\_\_ and attested to by the \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Gary Hendrickx, Chair

Attest:

\_\_\_\_\_  
Kelsey Baker, County Administrator

**LABOR AGREEMENT**

**between**

**SWIFT COUNTY BOARD**

**and**

**LOCAL 2538  
AFSCME COUNCIL 65, AFL-CIO**

**SWIFT COUNTY HUMAN SERVICES**

**January 1, 2020 – December 31, 2022**

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### **PREAMBLE**

This Agreement, entered into by the Swift County Board of Commissioners, hereinafter referred to as the EMPLOYER, and Local 2538, Council No. 65, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as 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 Employer recognizes Local No. 2538, AFSCME, AFL-CIO, as the representative for collective bargaining purposes for the unit of employees of the Swift County Human Services Department. This unit is composed of all employees employed by Swift County, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year. This excludes all other employees and supervisory and confidential employees.

### **Section 2**

The Employer shall not enter into any agreements with the employees coming under the jurisdiction of this contract, either individually or collectively, which in any way conflicts with the terms and conditions of this contract. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, color, sexual orientation, disability, religious or political beliefs or other protected status.

### **Section 3**

The Employer agrees to deduct individual Union dues and other Union approved deductions from the paycheck 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**

The basic work schedule for full-time employees shall be five (5) days, Monday through Friday, for fifty-two (52) weeks. The regular work day shall be 8:00 - 4:30 p.m. with up to one (1) hour lunch, provided that each employee performs eight (8) hours of work each day. Schedules for lunch will be subject to approval by Supervisors or the Director to ensure that the office remains open and covered. Hours may be extended in case of emergency. For the purpose of this agreement, a part-time employee is an employee regularly scheduled to work less than forty (40) hours per week.

### **Section 2**

Flexible work scheduling will be allowed with supervisory approval provided service to the public is met. Priority for choice of hours or schedules will be on a rotating basis within classification. Hours worked over 40 per week may be carried over (at straight time) and used within that pay period.

### **Section 3**

All time worked beyond forty (40) hours per week shall be considered overtime, calculated at time and one-half (1 ½) and taken as compensatory time off. All work performed on Sundays shall be calculated at double (2) times the regular rate.

Earned compensatory time may be used as the workload allows. An employee may carry up to 80 hours of compensatory time within the calendar year and up to 40 hours into a new year. Balance over these amounts will be paid in cash to the employee. Employee may cash out balance at any time to be paid during the regular payroll intervals. Balances will be paid in cash at such time of the employee's severance from County service.

All planned overtime work is to be approved in advance by Department management. An employee receiving prior authorization to work overtime must designate a choice to be compensated either by cash payment or by compensatory time off.

**Section 4**

Compensation for on call will be \$245 a week payable in the time period when the on-call week ends. Full day Holidays will be compensated an additional \$35 for the Holiday (includes Easter Sunday). Good Friday and Christmas Eve will be compensated an additional \$17 for the half day. All Holidays will follow the Union contract as the payment will be on the observed day.

**Section 5**

Whenever an employee is assigned by management to perform additional work tasks and/or caseload responsibilities as a substitute due to another employee being on an approved leave of absence or a position is vacant prior to a new staff person being hired for that position, the employee providing the substitute service will be offered the option of being paid the approved rate either in the next pay period after it is earned or one year after it is earned.

**Section 6**

An employee called back to work after completion of a regular work shift shall receive a minimum of two (2) hours pay at time and one-half (1 1/2) the regular rate. The call back to work must be approved by Department management.

**Section 7**

All indirect compensation (earned time off, etc.) will be earned at the same rate as hours worked. Full-time employees' earnings are based upon a 40-hour week. Paid holidays, vacation, and sick leave shall be considered as hours worked for the purposes of computing the number of hours worked. Compensatory time off shall not count as hours worked for the computation of overtime.

**Section 8**

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

**ARTICLE III. HOLIDAY PROVISIONS**

**Section 1**

The following holidays are given with pay each year:

New Year's Day	January 1
Martin Luther King	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday of November
Friday after Thanksgiving	Fourth Friday of November
Christmas Day	December 25
Floating Holiday	Your choice (any full day)

An employee who starts between January 1st and June 30th will earn one full floating holiday and an

employee starting between July 1st and December 31st will earn 1/2 day.

When a holiday falls on a Sunday, it is observed on the following Monday. When it occurs on a Saturday, it is observed on the preceding Friday.

Additionally, the offices will close at 12:00 Noon on Good Friday and Christmas Eve. This will be considered holiday time. 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.

**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 the employee’s regular holiday credits, as per Article III, Section I.

**Section 3**

Regular part-time employees shall have the holidays pro-rated, based on the average number of hours worked in a week.

**ARTICLE IV. VACATION**

Article IV. Vacations does not apply to Employees hired on or after July 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, the employee shall be considered a regular employee and shall receive credits for vacation on the following basis:

<u>Years of Employment</u>	<u>Days Earned Per Month</u>
0-5	1
6 -10	1-1/4
11 -15	1-1/2
16- 20	1-3/4
21+	2

Employees will accrue vacation on the first month of employment on a pro rata basis. For employees who commence work between the 1st and 15th they shall be credited with one (1) full day of vacation. For employees who commence employment between the 16th and the end of the month, they shall be credited with a half-day of vacation.

Section 2

Regular part-time employees shall earn pro rata vacation days, based on average hours worked per week.

Section 3

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

Section 4

Employees terminating their employment either by resignation, death, or otherwise, shall be paid for the number of unused vacation time accumulated to their credit. Twenty-four days is the maximum accumulation. The twenty-four days maximum shall be on an annual basis. The rate of pay will be the rate of pay the employee is earning on the last day of official employment.

**ARTICLE V. SICK LEAVES**

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

**Section 1**

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. Employees will accrue sick leave on the first month of employment on a pro rata basis. For employees who commence work between the 1st and the 15th they shall be credited with one (1) full day of sick. For employees who commence employment between the 16th and the end of the month, they shall be credited with a half-day of sick. Employees should use sick leave, rather than vacation time, when applicable. Regular part-time employees shall earn pro-rata sick days, based on average hours worked per week.

**Section 2**

An employee may draw on his/her accrued sick leave during any period of time the employee is unable to work because of sickness or injury on or off the job, at the same rate as earned per 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 the Non-Union Supervisor without a doctor's certificate, and the Non-Union Supervisor shall be kept informed of the employee's condition if the absence is of more than three (3) days' duration.
- (2) With the approval of the Non-Union Supervisor, sick leave may 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 or the employee. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file. Sick leave shall be granted only for absence because of personal illness, legal quarantine, injury on the job, or death or illness in the immediate family. Immediate family for illness shall be defined as the employee's spouse, children, adult child, step-children, mother in-law, father in-law, grand children, parents, step-parents, grandparents, brothers, sisters, spouse's mother/father/grandparents or any members of the employee's household. Ref: MN Statute 181.9413.
- (3) The employee shall submit a doctor's certificate if required by the Non-Union Supervisor.

Claiming sick leave when physically fit, except as permitted in the 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, or in any regular compensated time, the employee shall be considered to be working for the purpose of accumulating additional sick leave or vacation time.

**Section 4**

An employee who is drawing Workers' Compensation shall be allowed to use as much of the employees' accumulated sick leave as necessary to ensure a full monthly paycheck.

**Section 5**

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

**Section 6**

Employees terminating employment with Swift County shall receive, as severance pay, fifty percent (50%) of all accumulated unused sick leave to their credit. Current daily rates of pay will be used in determining amount received.

**Section 7 Funeral Time Allowance (Amended 2011)**

An employee shall be granted up to three (3) days of paid funeral leave for a death in the immediate family, 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 and 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) days funeral leave may be extended due to unusual circumstances, upon approval of their Non-Union Supervisor. Funeral leave beyond the three (3) days will be deducted from sick leave, vacation or PTO. Funeral leave must be taken within 7 days of death. Deviation from this would require an "unusual circumstance" request and approval.

**ARTICLE VI. PTO**

PTO Added 2014

**Section 1. Effected Employees**

Employees hired on or after July 1, 2014 will automatically be placed on the PTO Plan. Employees hired on or before June 30, 2014 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 July 1, 2014. Employee must make election by June 30, 2014 with the conversion and transition occurring on August 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 July 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 July 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.

Employees 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. PTO shall accrue at least monthly.

**Section 5. Maximum PTO Accumulation**

Accumulation of PTO days is permitted but shall not exceed six hundred (600) hours for employees hired prior to July 1, 2014 and four hundred (400) hours for employees hired on or after July 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, WELFARE AND EXPENSES**

**Section 1**

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

The employer shall make available group hospital and medical insurance for all full-time employees and their dependents. For 2020-2022 employees will monthly pay the following toward the cost of group hospital and medical insurance coverage:

	<u>Single</u>	<u>Family</u>
Mid Plan	\$36.10	\$458.64
High Plan	\$0.00	\$249.60

For 2021 and 2022, the lowest cost plan will be offered at no cost to the employee selecting single coverage. Employees opting for a single plan other than the lowest cost single plan shall pay 50% of the difference between the lowest cost single plan and the single plan they select.

For 2021 and 2022, the County will split the cost of any increase in the cost of the dependent insurance coverage, with the County paying 50% of the increase and the employee paying 50% of the increase.

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

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.

## **Section 2 Contributions Toward Employee VEBA or HSA Account**

For employees on the Mid Plan or the High Plan, 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 prorated. Any employee leaving County service will have a prorated portion funded withheld from their severance and last pay check. For example, an employee who leaves county service during the month of May would have 7/12<sup>th</sup> of the original contribution withheld from their severance and last pay check.

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 have one half of their VEBA or HSA funds withheld the next year. Employees who have funds withheld will have until June 30th of the next year to complete the required elements in order to receive their withheld contributions. Once the elements are completed, the employer will fully fund that year's contributions. Employees will need to complete up to 5 health wellness program points. 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.

**Section 3** (Amended 2011)

The Employer shall provide a term life insurance plan for employees and their dependents. Coverage shall be \$30,000 per employee.

The cost of employee life insurance shall be paid by the Employer. The cost of dependent life insurance and additional life insurance shall be paid by the employee.

**Section 4** (Amended 2011)

The Employer shall provide short term and long-term disability Insurance for full-time employees (30 hours or more) of \$800 and \$1000 per month respectively. Additional insurance up to the limit of the company may be purchased at the employee's own expense, to be paid through payroll deduction.

**Section 5**

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

**Section 6 Expenses** (Amended 2011)

1. Travel Expense Reimbursement.

Travel necessary for County purposes in the employee's automobile will be reimbursed in accordance with County policy, plus any adjustments determined by the County Board plus parking fees. Public transportation will be reimbursed at the actual cost of the most economical means of travel. Employees are encouraged to use County pool vehicles whenever possible. When employees use their personal vehicles for County business, and a County vehicle is available for use, mileage will be reimbursed at one half (1/2) the current IRS mileage rate.

2. Meal Expense Reimbursement.

Meal reimbursement, for expenses incurred outside of Swift County, is allowed at the following maximum rates: Breakfast - \$10.00; Noon - \$12.00; and Evening meal - \$18.00. For county related travel exceeding 24 hours meals may be aggregated up to \$40.00 per day. Employees may purchase groceries in lieu of restaurant meals; reimbursement will follow the meal reimbursement schedule. Meal gratuity and alcoholic beverages are not reimbursable expenses.

3. Miscellaneous

The actual cost of lodging, conference, registration, workshop materials, books and other pertinent expenses will be reimbursed to the employee subject to the approval of the Department Head.

**Section 7 Flexible Benefits Plan**

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 payroll check 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/her 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**

Employees will be granted leave with or without pay in accordance with the Family Medical Leave Act of 1993.

### **Section 5**

Employees shall be eligible for other unpaid leaves of absence due to illness, injury, education, or for personal reasons, subject to approval by the Department Head.

### **Section 6**

Employees will be expected to make an honest attempt to get to work. In cases of inclement weather where travel is impossible, employees who are not able to get to work or who must leave work early will have the option to use vacation, comp time, paid-time-off, time without pay, or sick leave.

## **ARTICLE IX. SENIORITY AND RETIREMENT**

### **Section 1**

Seniority standing shall be granted to all regular employees. Seniority shall be determined for full-time employees on the basis of total continuous employment with the County. Seniority for part-time employees shall be determined on the basis of total number of hours worked for the County. Employees shall be placed on the seniority list as of the first day of work. A seniority list shall be kept up to date by the County. A copy shall be provided to the Union upon request.

An employee shall lose seniority for the following reasons only:

- A. The employee resigns.
- B. The employee is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
- C. The employee is absent for five (5) consecutive working days without notifying the Employer. In proper cases exceptions may be made. After such notice, the Employer will send written

notification to the employee at the persons known address that the employee has lost seniority and the employee's 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, except for personal or education leaves of absences.

## **Section 2.**

### **Probationary Period**

- A. For employees hired prior to July 1, 2014, during the third month and at the end of the fifth month of employment, the new employee shall be evaluated. For employees hired on or after July 1, 2014, during the third month and at the end of the eleventh month of employment, the new employee shall be evaluated.

The latter rating is to serve as the basis of granting permanent status to a probationary employee. The new employee's immediate supervisor is to complete the rating form. After completing a rating form, the supervisor will discuss the rating with the employee and both must sign it, as well as the Department Head.

- B. During the employee's probationary period, a new employee may be discharged by the Employer, without cause, and no grievance may be filed for such termination of employment.
- C. The first one (1) year of employment shall be a probationary period. Annual leaves (Vacation or PTO) can be used after 6 months of employment. However, during an employee's first six months of employment, an employee may use up to 6 days of accrued PTO time for personal and family (see family definition in Article VI, Section 9) medical needs. Employees hired on or before June 30, 2014 shall only have a six (6) month probationary period.
- D. The appointing authority shall submit written notice of the satisfactory completion of the probationary period and the County Board action to the Merit System at least ten (10) days in advance of the expiration of the probationary period. A rating, or appraisal, of the employee's performance shall accompany the notice. The employee shall then be granted permanent status in that position the day following the last day of the probationary period.

## **Section 3.**

### **Vacancies and Promotions**

- A. Any vacancy or newly created position shall be posted in a conspicuous place in each building where employees work. Such notice shall be posted for at least seven (7) working days prior to filling such vacancy or newly created position. Postings will include a job description. Positions must be applied for in writing. A significant increase in the number of hours of a position shall be considered a newly-created position and the provisions of this Section shall govern how the position is to be filled. A position that is reclassified by the Merit System will not be considered a newly-created position and does not need to be posted.

- B. The County will fill vacancies based on principles of selecting the best qualified candidate. In the event that all job relevant qualifications are equal, the County will give first consideration to seniority provided that the employee is qualified to perform the job. The Employer will not be obligated to consider a request for promotion or lateral transfer from an employee who has not submitted his/her request in writing to the Employer on or before the 7th working day the job is posted. The Board shall have the final determination as to the filling of a vacancy.
- C. Upon promotion of a permanent employee, the employee's salary shall increase at a minimum to the lowest step on the new pay grade that is at least 5 percent over their current wage. Management may consider factors such as experience, education and performance when placing a promoted employee on a step in the new pay grade, and such placement shall not be subject to the grievance procedure found in Article 10. A promoted employee's last date of hire shall remain their eligibility date for the purpose of any future step increases.

The permanent employee who is promoted shall be granted a six (6) month trial period to determine (1) the employee's ability to perform the job; and (2) the employee's desire to remain on the job. During the trial period, the employee may be demoted or revert back to the employee's former position.

- D. If a position is reviewed/reclassified and this results in a change in compensation/salary schedule, the said change shall be initiated within 30 days following Board approval. Reclassification determinations should take place on a timely basis.

#### **Section 4.**

##### **Layoff and Recall**

- A. Seniority in layoffs will be based on classification first, department wide second, when qualified.

A "layoff" shall mean a reduction in the work force or reduction in work hours. If it becomes necessary for a layoff, the following procedures will be mandatory. Probationary 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. Prior to lay-off, the Union and Employer shall meet to seek mutual ways to minimize the effect of lay-offs.

- B. When the working force is increased after a lay-off, employees will be recalled according to seniority. Notice of recall shall 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 5.**

##### **Termination of Employment**

- A. Employees terminating their employment with the County shall give a minimum of two (2) weeks' notice. Thirty (30) days' notice is recommended whenever possible. Notice of intent to terminate employment shall be in writing and given to the Department Head.

## **Section 6.**

Step salary increases shall be granted on an employee's anniversary date to their current position, as long as an employee is achieving a satisfactory performance evaluation. A step increase shall be effective for work performed on and after the employee's anniversary date to their current position. Denial of a salary increase due to work performance issues requires a special performance evaluation to be completed at least sixty (60) days prior to the employee's anniversary date. A copy of the special performance evaluation denying a step increase shall be provided to the Union representative at least forty-five (45) days prior to the employee's anniversary date.

The employer shall complete a supplemental performance review within six (6) months of an unsatisfactory performance evaluation in which a salary increase was withheld. If the employee received a satisfactory performance evaluation on the supplemental performance evaluation then the employee shall receive the salary increase they would have otherwise been entitled to effective the date of the supplemental performance review.

If a performance review results in the denial of a step increase, that performance review shall be grievable by the employee.

Employees will be evaluated by their immediate supervisor as outlined in the County's Personnel Policies. Appeals of a review shall follow the County Personnel Policy.

## **Section 7.**

General wage adjustments to the pay plan shall be effective for work performed on and after the effective date.

# **ARTICLE X. GRIEVANCES, DISPUTES AND DISCIPLINE**

## **Section 1. Grievances**

Any grievance or dispute which may arise between the parties, including the application meaning or interpretation of the Agreement, except in the matter of alleged sexual harassment for which the grievance procedure is described in Section 3 below, shall be settled in the following manner:

- A. The Union Steward or staff representative, with or without the employee, or the Union Steward, staff representative or another employee with 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) working days.
- B. If the supervisor's answer is unsatisfactory, the matter shall be presented by the Union Steward in writing to the Department Head within five (5) working days after the supervisor's answer is due. The Department Head will then have three (3) working days to respond in writing to the Union Steward. (Steps A and B may be combined where the supervisor and Department Head

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) working days after the response of the Department Head is due. The Swift County Board or its designated representative shall respond to the Union within twenty (20) working days.
- D. If the grievance is still unsettled, the Union may, within ten (10) working 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 Bureau of Mediation Services (BMS) 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 specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any 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. To the extent provided by Minnesota Statutes, grievance material may be destroyed upon mutual consent of both parties. Either party may request destruction by notifying the other party in writing. A meeting shall be convened within 20 working days to arrive at an agreement. Records shall be destroyed only to the extent as provided by applicable Law.

## **Section 2. Discipline**

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**

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 (13) 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 administration representative requires the employee to meet for the purpose of presenting in writing the details of unsatisfactory performance resulting in a suspension 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 at this meeting.

The written notice of suspension shall be signed by the administration representative and the employee and a copy provided to the employee. It will include the date of this meeting; names of those present at the meeting; a description of the performance issue(s) deemed unsatisfactory or the incident resulting in suspension and what must be done to correct the issues; time lines required to achieve the corrections; beginning and ending time of the suspension; consequences for the employee should the performance issue(s) not be corrected; and an opportunity for the employee to officially comment for the record whether he/she agrees with 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.

The employer shall not discharge any permanent employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for five working days. The employee and the Steward shall be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to appeal the suspension and/or discharge at the third step (C) of the grievance procedure--Article IX, Section 1. The grievance shall then proceed in accordance with this and the subsequent steps of the procedure, if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

**Section 3 Sexual Harassment**

If an employee is accused of sexual harassment or wishes to file a complaint of sexual harassment the

procedure followed shall conform to established county policies. However, the existence and use of such policy shall in no way infringe upon an employee's right to process a grievance through the procedures established in the contract.

## **ARTICLE XI. SAVINGS CLAUSE**

In the event that any provision, clause or phrase of this Agreement shall at any time be declared invalid by a court of jurisdiction, the decision shall not invalidate the entire Agreement, it 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 XII. 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 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 Employer, through designated representatives; provided, however, that in the exercise of such functions, the Employer shall not alter any of the provisions of this contract. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

### **Section 2**

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

Classifications and job rates will be set up through negotiations and entered into and made a part of this Agreement.

### **Section 5**

Payroll periods shall be at least semi-monthly.

### **Section 6**

Wages shall be paid in accordance to Appendix A and made a part of this Agreement. Placement for new hires with experience may be above the starting rate provided there is prior consultation with the Union and the Employer.

### **Section 7**

Employees shall be notified by December 31st of the salaries for the upcoming year, if possible.

**Section 8**

Part-time employees' advancement on the salary schedule shall be based on the number of hours of work rather than the number of months employed in accordance with the following schedule:

- 6 months step upon the completion of 1,040 hours of work;
- 12 months step upon the completion of 2,080 hours or work;
- 24 months step upon the completion of 4,160 hours of work;
- 36 months step upon the completion of 6,240 hours of work;
- 48 months step upon the completion of 8,320 hours of work.

Paid holidays, vacation, and sick leave shall be considered as hours worked for the purposes of computing the number of hours worked.

**ARTICLE XIII. DURATION AND EFFECTIVE DATE**

This Agreement shall become effective as of January 1, 2020, and shall remain in full force and effect to and including the 31st day of December 2022, 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, 2022. Failure to give such notice shall cause this agreement to be renewed automatically for a period of twelve months from year to year.

The current agreement will continue through the negotiation period.

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.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
Gary Hendrickx, Board Chair

\_\_\_\_\_

\_\_\_\_\_  
Kelsey Baker  
County Administrator

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX A. WAGE TABLE

		2020	Hourly Rate									
Department	Title	Grade	1	2	3	4	5	6	7	8	9	10
Human Services	Office Support Specialist	7	\$ 17.21	\$ 17.72	\$ 18.26	\$ 18.80	\$ 19.36	\$ 19.95	\$ 20.54	\$ 21.17	\$ 21.79	\$ 22.45
Human Services	Account Technician I	9	\$ 18.61	\$ 19.17	\$ 19.74	\$ 20.34	\$ 20.94	\$ 21.58	\$ 22.22	\$ 22.89	\$ 23.58	\$ 24.28
Human Services	Case Aide/Family Support and Educator	11	\$ 20.13	\$ 20.74	\$ 21.35	\$ 22.00	\$ 22.65	\$ 23.34	\$ 24.04	\$ 24.75	\$ 25.50	\$ 26.26
Human Services	Eligibility Worker	11	\$ 20.13	\$ 20.74	\$ 21.35	\$ 22.00	\$ 22.65	\$ 23.34	\$ 24.04	\$ 24.75	\$ 25.50	\$ 26.26
Human Services	Information Systems Specialist, Sr.	11	\$ 20.13	\$ 20.74	\$ 21.35	\$ 22.00	\$ 22.65	\$ 23.34	\$ 24.04	\$ 24.75	\$ 25.50	\$ 26.26
Human Services	Child Support Officer	12	\$ 21.34	\$ 21.98	\$ 22.63	\$ 23.32	\$ 24.02	\$ 24.73	\$ 25.48	\$ 26.24	\$ 27.03	\$ 27.84
Human Services	Support and Collections Specialist	13	\$ 22.61	\$ 23.30	\$ 24.00	\$ 24.71	\$ 25.45	\$ 26.22	\$ 27.01	\$ 27.82	\$ 28.65	\$ 29.51
Human Services	Lead Eligibility Worker	13	\$ 22.61	\$ 23.30	\$ 24.00	\$ 24.71	\$ 25.45	\$ 26.22	\$ 27.01	\$ 27.82	\$ 28.65	\$ 29.51
Human Services	Social Worker	15	\$ 25.41	\$ 26.18	\$ 26.96	\$ 27.77	\$ 28.60	\$ 29.46	\$ 30.34	\$ 31.25	\$ 32.20	\$ 33.16
Restorative Practices	Restorative Practices Coordinator	16	\$ 26.94	\$ 27.75	\$ 28.58	\$ 29.44	\$ 30.32	\$ 31.23	\$ 32.16	\$ 33.13	\$ 34.12	\$ 35.15
		2021	Hourly Rate									
Department	Title	Grade	1	2	3	4	5	6	7	8	9	10
Human Services	Office Support Specialist	7	\$ 17.60	\$ 18.12	\$ 18.67	\$ 19.22	\$ 19.80	\$ 20.40	\$ 21.00	\$ 21.65	\$ 22.28	\$ 22.96
Human Services	Account Technician I	9	\$ 19.03	\$ 19.60	\$ 20.18	\$ 20.80	\$ 21.41	\$ 22.07	\$ 22.72	\$ 23.41	\$ 24.11	\$ 24.83
Human Services	Case Aide/Family Support and Educator	11	\$ 20.58	\$ 21.21	\$ 21.83	\$ 22.50	\$ 23.16	\$ 23.87	\$ 24.58	\$ 25.31	\$ 26.07	\$ 26.85
Human Services	Eligibility Worker	11	\$ 20.58	\$ 21.21	\$ 21.83	\$ 22.50	\$ 23.16	\$ 23.87	\$ 24.58	\$ 25.31	\$ 26.07	\$ 26.85
Human Services	Information Systems Specialist, Sr.	11	\$ 20.58	\$ 21.21	\$ 21.83	\$ 22.50	\$ 23.16	\$ 23.87	\$ 24.58	\$ 25.31	\$ 26.07	\$ 26.85
Human Services	Child Support Officer	12	\$ 21.82	\$ 22.47	\$ 23.14	\$ 23.84	\$ 24.56	\$ 25.29	\$ 26.05	\$ 26.83	\$ 27.64	\$ 28.47
Human Services	Support and Collections Specialist	13	\$ 23.12	\$ 23.82	\$ 24.54	\$ 25.27	\$ 26.02	\$ 26.81	\$ 27.62	\$ 28.45	\$ 29.29	\$ 30.17
Human Services	Lead Eligibility Worker	13	\$ 23.12	\$ 23.82	\$ 24.54	\$ 25.27	\$ 26.02	\$ 26.81	\$ 27.62	\$ 28.45	\$ 29.29	\$ 30.17
Human Services	Social Worker	15	\$ 25.98	\$ 26.77	\$ 27.57	\$ 28.39	\$ 29.24	\$ 30.12	\$ 31.02	\$ 31.95	\$ 32.92	\$ 33.91
Restorative Practices	Restorative Practices Coordinator	16	\$ 27.55	\$ 28.37	\$ 29.22	\$ 30.10	\$ 31.00	\$ 31.93	\$ 32.88	\$ 33.88	\$ 34.89	\$ 35.94

		2022	Hourly Rate									
Department	Title	Grade	1	2	3	4	5	6	7	8	9	10
Human Services	Office Support Specialist	7	\$ 18.00	\$ 18.53	\$ 19.09	\$ 19.65	\$ 20.25	\$ 20.86	\$ 21.47	\$ 22.14	\$ 22.78	\$ 23.48
Human Services	Account Technician I	9	\$ 19.46	\$ 20.04	\$ 20.63	\$ 21.27	\$ 21.89	\$ 22.57	\$ 23.23	\$ 23.94	\$ 24.65	\$ 25.39
Human Services	Case Aide/Family Support and Educator	11	\$ 21.04	\$ 21.69	\$ 22.32	\$ 23.01	\$ 23.68	\$ 24.41	\$ 25.13	\$ 25.88	\$ 26.66	\$ 27.45
Human Services	Eligibility Worker	11	\$ 21.04	\$ 21.69	\$ 22.32	\$ 23.01	\$ 23.68	\$ 24.41	\$ 25.13	\$ 25.88	\$ 26.66	\$ 27.45
Human Services	Information Systems Specialist, Sr.	11	\$ 21.04	\$ 21.69	\$ 22.32	\$ 23.01	\$ 23.68	\$ 24.41	\$ 25.13	\$ 25.88	\$ 26.66	\$ 27.45
Human Services	Child Support Officer	12	\$ 22.31	\$ 22.98	\$ 23.66	\$ 24.38	\$ 25.11	\$ 25.86	\$ 26.64	\$ 27.43	\$ 28.26	\$ 29.11
Human Services	Support and Collections Specialist	13	\$ 23.64	\$ 24.36	\$ 25.09	\$ 25.84	\$ 26.61	\$ 27.41	\$ 28.24	\$ 29.09	\$ 29.95	\$ 30.85
Human Services	Lead Eligibility Worker	13	\$ 23.64	\$ 24.36	\$ 25.09	\$ 25.84	\$ 26.61	\$ 27.41	\$ 28.24	\$ 29.09	\$ 29.95	\$ 30.85
Human Services	Social Worker	15	\$ 26.56	\$ 27.37	\$ 28.19	\$ 29.03	\$ 29.90	\$ 30.80	\$ 31.72	\$ 32.67	\$ 33.66	\$ 34.67
Restorative Practices	Restorative Practices Coordinator	16	\$ 28.17	\$ 29.01	\$ 29.88	\$ 30.78	\$ 31.70	\$ 32.65	\$ 33.62	\$ 34.64	\$ 35.68	\$ 36.75

Note: The following table is provided as a reference. In case of error, the other provisions of this agreement shall rule over any information listed in the below table.

		1/1/2020	1/1/2020	2020 Increase		1/1/2021	1/1/2021	2021 Increase		1/1/2022	1/1/2022	2022 Increase	
Employee	Hire Date or Change Date	Step	Rate	Rate	Date	Step	Rate	Rate	Date	Step	Rate	Rate	Date
Grussing, Stacy	8/10/1998	10	\$ 22.45			10	\$ 22.96			10	\$ 23.48		
Kluyer, Catlyn	9/19/2016	4	\$ 22.00	\$22.65	9/19	5	\$ 23.16	\$23.87	9/19	6	\$ 24.41	\$25.13	9/19
Thompson, Stephanie	4/3/2017	3	\$ 21.35	\$22.00	4/3	4	\$ 22.50	\$23.16	4/3	5	\$ 23.68	\$24.41	4/3
Tolifson, Jody	6/1/1999	10	\$ 24.28			10	\$ 24.83			10	\$ 25.39		
Guse, Kimberly	1/1/2016	3	\$ 26.96	\$27.77	1/1	4	\$ 28.39	\$29.24	1/1	5	\$ 29.90	\$30.80	1/1
Roberts, Jennifer	1/1/2016	3	\$ 26.96	\$27.77	1/1	4	\$ 28.39	\$29.24	1/1	5	\$ 29.90	\$30.80	1/1
Tofte, Whitney	1/1/2014	4	\$ 27.77	\$28.60	1/1	5	\$ 29.24	\$30.12	1/1	6	\$ 30.80	\$31.72	1/1
Rademacher, Emily	1/1/2014	4	\$ 27.77	\$28.60	1/1	5	\$ 29.24	\$30.12	1/1	6	\$ 30.80	\$31.72	1/1
Larson, Leanna	7/1/2015	4	\$ 27.77	\$28.60	7/1	5	\$ 29.24	\$30.12	7/1	6	\$ 30.80	\$31.72	7/1
Swenson, Chelsey	7/1/2015	4	\$ 27.77	\$28.60	7/1	5	\$ 29.24	\$30.12	7/1	6	\$ 30.80	\$31.72	7/1
Anderson, Sara	7/1/2015	4	\$ 27.77	\$28.60	7/1	5	\$ 29.24	\$30.12	7/1	6	\$ 30.80	\$31.72	7/1
Nash, Jennifer	7/1/2015	4	\$ 27.77	\$28.60	7/1	5	\$ 29.24	\$30.12	7/1	6	\$ 30.80	\$31.72	7/1
Krupke, Danielle	7/1/2015	4	\$ 27.77	\$28.60	7/1	5	\$ 29.24	\$30.12	7/1	6	\$ 30.80	\$31.72	7/1
Weber, Donna	1/1/1985	10	\$ 26.26			10	\$ 26.85			10	\$ 27.45		
Nelson, Pamela	1/1/1985	10	\$ 26.26			10	\$ 26.85			10	\$ 27.45		
Johnson, Kathy	1/1/1991	10	\$ 26.26			10	\$ 26.85			10	\$ 27.45		
Guest, Teresa	1/1/1991	10	\$ 26.26			10	\$ 26.85			10	\$ 27.45		
Schmitz, Susan	1/1/1995	10	\$ 26.26			10	\$ 26.85			10	\$ 27.45		
Wente, Patricia	10/24/2011	6	\$ 29.46	\$30.34	10/24	7	\$ 31.02	\$31.95	10/24	8	\$ 32.67	\$33.66	10/24
Steffen, Cindy	7/1/1975	10	\$ 27.84			10	\$ 28.47			10	\$ 29.11		
Berreau, Karri	4/30/2001	10	\$ 29.51			10	\$ 30.17			10	\$ 30.85		
Hagen, Kelly	10/1/1987	10	\$ 29.51			10	\$ 30.17			10	\$ 30.85		
Brown, Rebecca	3/1/2006	10	\$ 33.16			10	\$ 33.91			10	\$ 34.67		
Giese, Heather	8/10/2015	10	\$ 33.16			10	\$ 33.91			10	\$ 34.67		
Dragt, Colette	6/15/1992	10	\$ 33.16			10	\$ 33.91			10	\$ 34.67		
Grussing, Holly	11/9/1998	10	\$ 33.16			10	\$ 33.91			10	\$ 34.67		
Gunderson, Jill	1/24/2018	2	\$ 20.74	\$21.35	1/24	3	\$ 21.83	\$22.50	1/24	4	\$ 23.01	\$23.68	1/24
Petrick, Laura	4/5/2018	2	\$ 26.18	\$26.96	4/5	3	\$ 27.57	\$28.39	4/5	4	\$ 29.03	\$29.90	4/5
Lottman, Rachelle	8/20/2018	2	\$ 27.75	\$28.58	8/20	3	\$ 29.22	\$30.10	8/20	4	\$ 30.78	\$31.70	8/20
Gareis, Stacy	9/24/2018	2	\$ 26.18	\$26.96	9/24	3	\$ 27.57	\$28.39	9/24	4	\$ 29.03	\$29.90	9/24
Gass, Kelli	9/24/2018	2	\$ 26.18	\$26.96	9/24	3	\$ 27.57	\$28.39	9/24	4	\$ 29.03	\$29.90	9/24
Chevalier, Greta	11/5/2018	2	\$ 20.74	\$21.35	11/5	3	\$ 21.83	\$22.50	11/5	4	\$ 23.01	\$23.68	11/5
Kramber, Claire	1/2/2019	1	\$ 25.41	\$26.18	1/2	2	\$ 26.77	\$27.57	1/2	3	\$ 28.19	\$29.03	1/2
Dirksen, Ashley	5/13/2019	1	\$ 25.41	\$26.18	5/13	2	\$ 26.77	\$27.57	5/13	3	\$ 28.19	\$29.03	5/13

