

Notice & Agenda

Swift County Board of Commissioners

Tuesday, January 17, 2017

11:00 AM

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

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		Call to Order and Roll Call
11:01 a.m.		Approve Agenda
11:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the December 30, 2016 Regular Meeting
	3	(2) Minutes from the December 30, 2016 Executive Session
	4-6	(3) Minutes from the January 3, 2017 Regular Meeting
	7-31	(4) Consider approving 2017-2019 Agreement between AFSCME Local 2538 Courthouse Unit and Swift County
	32-34	(5) Consider approving 2017-2019 wages and benefits for confidential employees
11:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
11:05 a.m.	35-37	Michael Johnson, Parks and Drainage Director Public hearing to consider redetermination and to increase pipes as per hydraulic study on CD #52
11:15 a.m.		Jonathan Loose, Wold Architects and Engineers Presentation regarding Building Project
12:00 p.m.	None	Kurt Waldbillig, SCBH CEO and Dan Enderson, SCBH CFO Update on Swift County Benson Hospital Project
12:30 p.m.	38-45	Vicki Syverson, Housing and Redevelopment Authority Consider approving a Resolution approving State of MN Joint Powers Agreement with the Co of Swift on behalf of its County Attorney and Sheriff to allow criminal background checks to be done on tenants in HRA housing
12:40 p.m.	46-49	Kim Saterbak, County Auditor Provide guidance for addressing the snow removal issue at specific county buildings
12:50 p.m.		Commissioner and Board reports
12:55 p.m.		Citizens Comments
1:00 p.m.		Other Business
	50-53	Consider approving 2017-2019 wages and benefits for the non-union group

- 54-55 Consider approving a 1.5% 2017 cost of living increase for the County Engineer effective January 1, 2017
- 56 Consider granting additional compensation for those who are assuming increased responsibilities in the absence of a County Administrator

1:30 p.m.

Adjournment

SWIFT COUNTY BOARD MINUTES

December 30, 2016

Chairman Peter Peterson called the meeting to order at 9:03 AM with all present. Also in attendance were County Administrator Jan Fransen, County Sheriff John Holtz, County Auditor Kim Saterbak, and Amanda Ness.

Chairman Peter Peterson asked if there were any changes to the agenda. There were none.

12-30-16-01 Commissioner Rudningen moved and Commissioner Fox seconded to approve the agenda as presented. Motion carried unanimously.

12-30-16-02 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the Consent Agenda which consisted of: (1) Approval of a Memorandum of Understanding between Swift County and AFSCME Counsel 65, Local #2538, Swift County Human Services Unit effective January 1, 2017, and (2) Approval of a revised Procurement Policy effective January 1, 2017. Motion carried unanimously.

12-30-16-03 Commissioner Fox moved and Commissioner E Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$130,687.57; Solid Waste: \$10,520.97; Road and Bridge: \$48,341.84; County Ditches: \$25,953.80; and Revolving Loan Fund: \$35,947.13 which includes the following bills over \$2,000: Bolton & Menk, Inc., \$2,360.00; CDW Government, Inc., \$33,752.79; CMF Tree Service, \$6,878.00; Commerford Gravel Inc., \$11,388.80; Dooley Petroleum, Inc., \$16,762.19; Duininck, Inc., \$17,049.51; E&M Electric LLP, \$8,683.00; K&K Tiling, Inc., \$4,980.00; Motorsports of Willmar, \$11,210.00; Northern Lights Trail Snowmobile Club, \$18,711.00; Power Plan OIB, \$6,662.07; Prairie Five Rides, \$4,845.45; River City Data, \$5,783.98; Southwest Minnesota Workforce Council, \$2,500.00; Swift County RDA, \$35,947.13; Tyler Technologies, Inc., \$3,562.00; VanHeuveln General Contracting, Inc., \$7,000.00; Waste Management of Northern Minnesota, \$10,076.18; and Wold Architects & Engineers, \$18,512.26. Motion carried unanimously.

Sheriff Holtz requested awarding bids for two 2017 Ford Explorer-Interceptor 4-door SUVs for the Sheriff's Department.

12-30-16-04 Commissioner Rudningen moved and Commissioner Hendrickx seconded to award the bid to Nolan Baker Ford of \$27,767. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Pete Peterson had no report. Commissioner Fox reported on Hospital Finance and Hospital. Commissioner Edward Pederson reported on the Building Committee, DAC, Extension, and Hospital. Commissioner Rudningen reported on Prairie Lakes Youth and Radio Board. Commissioner Hendrickx reported on RDC Executive Board.

Administrator Fransen updated the board on correspondence regarding an alternative route for the Enbridge Pipeline which would go through Swift County, Appleton Prison resolutions of support, Building Committee, Personnel Updates, Administrator Schedule, and the Administrator Search.

Chairman Peterson asked for citizen's comments. There were none.

Administrator Fransen reviewed the 2017 Work Plan.

Administrator Fransen further reviewed the County Administrator Transition Plan.

Administrator Fransen further reviewed the County Administrator Orientation Outline.

12-30-16-05 Commissioner Fox moved and Commissioner Rudningen seconded to move to closed session to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03). Motion carried unanimously.

Return to open session at 10:21 AM

12-30-16-06 Commissioner Rudningen moved and Commissioner E. Pederson seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 10:22 AM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Amanda Ness, Clerk of the Board

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
December 30, 2016

Date convened: Friday, December 30, 2016

Time Convened: 9:43 AM

Time adjourned: 10:21 AM

Members Present: Commissioners Fox, Hendrickx, Edward Pederson, Peter Peterson, and Rudningen

Members Absent: None

Also Present: Interim County Administrator Jan Fransen and Amanda Ness

Purpose: To consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03)

Chairman Peter Peterson called the executive session to order at 9:43 AM with all members present as well as Interim County Administrator Jan Fransen and Amanda Ness. The Board discussed labor negotiation strategies.

The board took no actions at the meeting.

12-30-16-1-ExS Commissioner Fox moved and Commissioner Rudningen seconded to adjourn. Motion carried.

Executive Session adjourned at 10:21 AM

WITNESSED:

Peter Peterson, Chair

ATTEST:

Amanda Ness, Clerk of the Board

SWIFT COUNTY BOARD MINUTES

January 3, 2017

County Auditor Kim Saterbak called the organizational meeting to order at 9:04 AM with all Commissioners present as well as Interim County Administrator Jan Fransen, County Attorney Danielle Olson, County Sheriff John Holtz, Amanda Ness, and several citizens.

Auditor Saterbak asked for nominations for Chair of the Board.

01-03-17-01 Commissioner Fox nominated Commissioner Rudningen. After calling for additional nominations three times, Saterbak declared nominations closed and named Commissioner Eric Rudningen as Board Chair for 2017.

Auditor Saterbak asked for nominations for Vice Chair of the Board.

Chairman Rudningen asked if there were any changes to the agenda. There were none.

01-03-17-02 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the agenda as presented. Motion carried unanimously.

01-03-17-03 Commissioner Hendrickx nominated Commissioner E. Pederson for Vice Chair. After calling for additional nominations three times, Saterbak declared nominations closed and named Commissioner Edward Pederson as Vice Chair for 2017.

Auditor Saterbak turned the meeting over to Chairman Rudningen.

01-03-17-04 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the Consent Agenda which consisted of: (1) Minutes from the December 20, 2016 Meeting, (2) Minutes from the December 20, 2016 Executive Session, (3) Approval of a Memorandum of Understanding with Goff Public, (4) Approval of an extension of easement for Appleton OHV Park, and (4) Approval of a revised Procurement Policy effective January 1, 2017. Motion carried unanimously.

There were no auditor warrants to approve.

Commissioner P. Peterson reported on the Drug Court Graduation. There were no other board or committee Reports.

There was no administrator report.

There were no citizen comments.

01-03-17-05 Commissioner E. Pederson moved and Commissioner Hendrickx seconded to adopt the 2017 Board Committee Representatives, Advisory Committee Representatives, and Joint Ditch Board Representatives as on file in the County Auditor's Office. Motion carried unanimously.

01-03-17-06 Commissioner Hendrickx moved and Commissioner Fox seconded to appoint Dr. A. Quinn Strobl as the County Medical Examiner for 2017 and may be supported by the Anoka County staff in the Anoka County Medical Examiner's Office. Motion carried unanimously.

01-03-17-07 Commissioner P. Peterson moved and Commissioner Fox seconded to approve setting the 2017 County Board meetings as follows: 1st Tuesday of the month at 9:00 AM and 3rd Tuesday of the month

at 11:00 AM, with these exceptions: June 20, 2017 11:00 AM meeting will be moved to 5:00 PM for the Board of Equalization; July 4, 2017 9:00 AM meeting will be moved to July 5, 2017 at 9:00 AM, and the December 5, 2017 9:00 AM meeting will be moved to December 6, 2017 at 5:00 PM for the TNT Hearing. The board will also hold the following special meeting: December 29, 2017 at 9:00 AM for the end of the year. Motion carried unanimously.

01-03-17-08 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve setting the 2017 mileage reimbursement rate at the IRS rate of 53.5 cents per mile. Motion carried unanimously.

01-03-17-09 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to adopt the Appleton Press as the County's official newspaper for 2017 with the Kerkhoven Banner as the secondary paper. Motion carried unanimously.

01-03-17-10 Commissioner Fox moved and Commissioner Hendrickx seconded to approve the County Treasurer, Sheriff, Attorney, and Commissioners as the Elected Officials designated to attend the annual conferences for their offices. Motion carried unanimously.

01-03-17-11 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the 2017 bounties as follows: pocket gopher bounty paid to the township as \$3.00 per gopher when the township pays a minimum of \$5.00 per gopher or \$2.00 per gopher when the township pays less than \$5.00 per gopher and the 2017 beaver bounty of \$75 for beaver in season and \$75 for beaver out of season in designated ditches only with the approval of the Parks and Drainage Supervisor. Motion carried unanimously.

01-03-17-12 Commissioner Fox moved and Commissioner E. Pederson seconded to approve allocating the cost of the County Attorney's services for Human Services to the Welfare Fund. Motion carried unanimously.

01-03-17-13 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve a resolution setting the corporate signatures for 2017. Motion carried unanimously.

01-03-17-14 Commissioner Fox moved and Commissioner Hendrickx seconded to approve a resolution for the designation of corporate depositories for 2017. Motion carried unanimously.

01-03-17-15 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve a resolution on the definition of employee for purposes of Workers Compensation. Motion carried unanimously.

01-03-17-16 Commissioner Hendrickx moved and Commissioner Fox seconded to approve a resolution setting 2017 wages of elected officials. Motion carried unanimously.

01-03-17-17 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to table setting the 2017 cost of living increase the County Engineer to the January 17, 2017 meeting. Motion carried unanimously.

01-03-17-18 Commissioner E. Pederson moved and Commissioner Fox seconded to table granting additional compensation for those who are assuming increased responsibilities in the absence of the County Administrator. Motion carried unanimously.

01-03-17-19 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve a Certification of Eligibility and Certification of Match and authorizing staff to apply for the State Capital Projects Grants-in-Aid Program to fund a portion of the Courthouse remodeling. Motion carried unanimously.

01-03-17-20 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve a resolution supporting the Minnesota Department of Corrections leasing and operating the vacant Prairie Correctional Facility in Appleton. Motion carried unanimously.

01-03-17-21 Commissioner E. Pederson moved and Commissioner P. Peterson seconded to approve the 2017 appointments of Polly Johnson and Regan Carlson to the Swift County Extension Committee. Motion carried unanimously.

01-03-17-22 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the 2017 AMC policy committee assignments and delegate appointments. Motion carried unanimously.

01-03-17-23 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to approve adding an additional candidate to interview for County Administrator. Motion carried unanimously.

01-03-17-24 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to adjourn the meeting.

Meeting adjourned at 10:12 AM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Amanda Ness, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
January 17, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Janice Fransen	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving 2017-2019 Labor Agreement between AFSCME Local No. 2538 Courthouse Unit and Swift County.	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The County is in the process of renegotiating labor agreements with all four of the County's union groups. All of the labor agreements expired as of December 31, 2016. A contract had previously been approved with LELS Local No. 10. A tentative agreement has now been reached with AFSCME Local No. 2538 Courthouse Unit. The major changes in the contract includes: <ol style="list-style-type: none"> 1. Increase county paid life insurance from \$20,000 to \$30,000. 2. 2017 employee monthly insurance contribution: CMM S-\$79.25/F-\$526.00; VEBA S-\$35.75/F-\$449.50; HSA S-\$0/F-\$241.50. For 2018 & 2019, the lowest cost plan will be no cost for single, and for other plans the employee will split the difference 50% . For dependent, the County and employee will split cost of increase 50/50. 3. On 1/1/17 all positions will move up one grade on the pay plan and all employees will move down one step. They will remain eligible for a step increase in 2017. In effect this will result in a 3% increase for all employees on 1/1/17 and a 3% increase for all employees on their anniversary dates. 4. The agreement provides for the following COLA adjustments on the wage table, plus all employees will remain eligible for a step increase: 2% on Jan. 1, 2018, 2% on Jan. 1, 2019. 5. New promotion language: instead of an employee being promoted within the unit moving to the same step in the new pay grade, he or she will move to the lowest step in the new pay grade that is at least 5% greater than their current wage. However, management may consider other factors and has latitude to place the employee at a higher step, considering the employee's experience, education and performance. Members of this group have agreed to the terms of the proposed agreement. The County's negotiating team is recommending approval of the agreement as presented.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: Reviewed by the County's Labor Attorney	COMMENTS: None

RESOLUTION

**APPROVING 2017-2019 LABOR AGREEMENT BETWEEN
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO LOCAL UNION NO. 2538 COURTHOUSE UNIT
AND SWIFT COUNTY**

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the 2017-2019 Labor Agreement between The American Federation of State, County And Municipal Employees, AFL-CIO Local Union No. 2538 Courthouse Unit and Swift County is approved and the Board Chairman and Clerk of the Board are hereby authorized to sign the same on behalf of Swift County.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 17th day of January 2017.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Amanda Ness
Clerk of the Board

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___

LABOR AGREEMENT

between

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

and

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

COURTHOUSE UNIT

January 1, 2017 – December 31, 2019

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PREAMBLE

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

ARTICLE I. RECOGNITION

Section 1

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

Section 2

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

Section 3 (Amended in 2014)

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

Section 4

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

ARTICLE II. HOURS OF WORK

Section 1

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

Section 2 (Amended 2014)

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

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

The GIS Coordinator is an exempt position under the Fair Labors Standards Act and as such is not eligible for compensatory or overtime.

Section 3

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

Section 4

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

Section 5

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

ARTICLE III. HOLIDAY PROVISIONS

Section 1 (Amended 1985)

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

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

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE IV. VACATIONS

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

Section 1

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

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

Section 2

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

Section 3

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

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

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

Section 4

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

ARTICLE V. SICK LEAVE

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

Section 1 (Amended 1973)

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

be credited to the employee month to month.

Section 2

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

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

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

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

Section 3

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

Section 4 (Amended in 2014)

All leaves used by an employee must be reported on the regular timesheets.

Section 5

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

Section 6 (Amended in 2014)

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 7

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

Section 8 Funeral Time Allowance (Amended 2011)

An employee shall be granted up to three (3) working days funeral leave for a death in the immediate family, if necessary, not to be charged to sick leave. Immediate family is defined as spouse, brothers,

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

Section 9

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

ARTICLE VI. PTO

PTO Added 2014

Section 1. Effected Employees

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

Section 2. Conversion Options.

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

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

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

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

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

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

Section 3. Extended Sick Leave Bank

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

For employees hired prior to January 1, 2014, absence due to illness, disability or injury may be taken

from the ESLB or from the PTO Plan, at the employee’s choice. However, the supervisor may require acceptable medical verification before approving use of ESLB time.

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

Section 6. Post-employment Payout

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

Section 7. PTO Purpose

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

Section 8. Non-emergency use of PTO

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

Section 9. Care of immediate family.

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

personnel file.

Section 10. Medical Certification

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

ARTICLE VII. HEALTH AND WELFARE

Section 1

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

Section 2 Changed 2017

The employer shall make available group hospital and medical insurance for all full-time employees and their dependents. For 2017 employees will monthly pay the following toward the cost of group hospital and medical insurance coverage:

	<u>Single</u>	<u>Family</u>
Plan #1 (CMM)	\$79.25	\$526.00
Plan #2 (VEBA)	\$35.75	\$449.50
Plan #3 (HSA)	\$0.00	\$241.50

For 2018 and 2019, the lowest cost plan will be offered at no cost to the employee selecting single coverage. Employees opting for a plan other than the lowest cost plan shall pay the 50% of the difference between the lowest cost plan and the plan they select.

For 2018 and 2019, 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.

The CMM Plan will be discontinued and no longer offered after December 31, 2018.

Section 3

Employer Contribution Toward Employee VEBA or HSA Account Changed 2014

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

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

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

Employees who fail to meet the minimum participation levels in the annual wellness program will 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. For 2014 all VEBA and HSA employer contributions will be fully funded.

Employees will need to complete 5 health wellness programs. The county agrees to offer a minimum of 12 health wellness programs throughout the year.

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

At least one employee of this group will be offered the opportunity to serve on the County Wellness Committee. Said employee will be subject to approval of the Union and the County Board.

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

Section 4 (Amended 2011)

The cost of employee life insurance up to \$30,000.00 shall be paid by the Employer. The cost of dependent life insurance and additional life insurance shall be paid for by the employee.

Section 5 (Amended 2011)

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

Section 6

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

Section 7 (Added 1985)

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

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

Section 8 Flexible Benefits Plan (Added 2001)

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

ARTICLE VIII. OTHER LEAVES

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

ARTICLE IX. SENIORITY AND RETIREMENT

Section 1

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

Section 2

An employee shall lose seniority for the following reasons only:

- A. They resign.

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

Section 3

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

Section 4 (Added 1988)

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

Section 5

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

Section 6 (Revised 2001)

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

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

Section 7.

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

Section 8.

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 fourth-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.

Section 9.

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

ARTICLE X. GRIEVANCES AND DISPUTES

Section 1

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

- A. The Union Steward, with or without the employee, shall take up the grievance with the immediate supervisor within ten (10) working days after the first occurrence of the event giving rise to the grievance, or within (10) working days after the employee should have reasonably known of the occurrence of the event giving rise to the grievance. The immediate supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) days.
- B. If the answer is unsatisfactory, the matter shall be presented in writing by the Union Steward within five (5) days after the immediate supervisor's answer is due to the Department Head, who shall respond in writing within three (3) days. (Steps A and B may be combined when they are the same person).
- C. In the event the grievance is not satisfactorily resolved, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Swift County Board within seven (7) days after the response of the Department Head is due. The Swift County Board or its designated representative shall respond to the Union within thirty (30) days.
- D. If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the Swift County Board is due, by written notice to the Swift County Board, request the matter be submitted to the State Mediation Services for mediation.

- E. If the grievance is not settled through the mediation process and the Union desires to appeal, it shall be submitted to binding arbitration within fifteen (15) days from mediation. If the Employer and the Union are unable to agree on an arbitrator, the Union shall request from the Commissioner of the Bureau of Mediation Services, the State of Minnesota, a list of names within the 15 days following mediation. The parties shall alternately strike names from the list until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.
- F. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specific time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step, except for the time limit for filing the grievance, may be extended by mutual written agreement of the Employer and the employees in each step, which extension shall not be unduly withheld by either party.
- G. The arbitrator shall have no right to amend, modify, nullify, add to or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the employer and the Union.
- The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
- H. Choice of Remedy. If a grievance remains unresolved following mediation and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration or to a procedure such as veterans preference, if applicable. If appealed to any other procedure other than arbitration, as set forth in this agreement, the union and the aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making a subsequent appeal through arbitration, as set forth in this agreement.
- I. Employees and/or Stewards shall not suffer a loss of pay while investigating or processing a grievance.

ARTICLE XI. DISCIPLINE AND SUSPENSION

Section 1

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

Section 2

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

Section 3

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

Section 4 (Added 1996)

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

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

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

A. Oral Reprimand – Changed 2014

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

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

B. Written Reprimand

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

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

The written reprimand shall be signed by the administration representative and the employee and a copy provided to the employee. It will include the date of this reprimand; names of those present at the meeting; a description the performance issue(s) that are deemed unsatisfactory

and what must be done to correct them; timelines required for correction; the consequences for the employee should the performance issue not be corrected; and an opportunity for the employee to officially comment for the record whether he/she agrees or disagrees with the content of the reprimand.

C. Suspension

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

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

D. Discharge

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

ARTICLE XII. SAVINGS CLAUSE

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

ARTICLE XIII. GENERAL PROVISIONS

Section 1

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

Any term and condition not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

Section 2

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

Section 3

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

Section 4 – Changed 2016

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 X. A promoted employee's last date of hire shall remain their eligibility date for the purpose of any future step increases.

Section 5

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

Section 6

Payroll periods shall be at least semi-monthly.

Section 7 Travel Expense

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

Section 8 Meal Expense

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

ARTICLE XIV. PERSONNEL POLICY

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

ARTICLE XV. DURATION OF AGREEMENT

Section 1

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

Section 2

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

On behalf of the:

Employer

Union

Dated

Dated

APPENDIX A – CLASSIFICATION AND COMPENSATION

Department	Title	2017	Hourly Rate										
		Grade	1	2	3	4	5	6	7	8	9	10	11
Administration	Custodian	7	\$ 14.24	\$ 14.68	\$ 15.13	\$ 15.57	\$ 16.06	\$ 16.52	\$ 17.02	\$ 17.53	\$ 18.06	\$ 18.59	\$ 19.16
Veterans Services	Office Manager - VS	9	\$ 16.00	\$ 16.49	\$ 16.99	\$ 17.50	\$ 18.03	\$ 18.56	\$ 19.12	\$ 19.70	\$ 20.30	\$ 20.89	\$ 21.53
Extension	Office Manager - Ext	9	\$ 16.00	\$ 16.49	\$ 16.99	\$ 17.50	\$ 18.03	\$ 18.56	\$ 19.12	\$ 19.70	\$ 20.30	\$ 20.89	\$ 21.53
Attorney	Legal Assistant /Office Manager	11	\$ 17.97	\$ 18.53	\$ 19.09	\$ 19.66	\$ 20.26	\$ 20.86	\$ 21.50	\$ 22.14	\$ 22.80	\$ 23.49	\$ 24.19
Auditor	Deputy Auditor	11	\$ 17.97	\$ 18.53	\$ 19.09	\$ 19.66	\$ 20.26	\$ 20.86	\$ 21.50	\$ 22.14	\$ 22.80	\$ 23.49	\$ 24.19
Assessor	Property Technician	11	\$ 17.97	\$ 18.53	\$ 19.09	\$ 19.66	\$ 20.26	\$ 20.86	\$ 21.50	\$ 22.14	\$ 22.80	\$ 23.49	\$ 24.19
Treasurer	Chief Deputy Treasurer	11	\$ 17.97	\$ 18.53	\$ 19.09	\$ 19.66	\$ 20.26	\$ 20.86	\$ 21.50	\$ 22.14	\$ 22.80	\$ 23.49	\$ 24.19
Land Records	Chief Deputy Land Records	11	\$ 17.97	\$ 18.53	\$ 19.09	\$ 19.66	\$ 20.26	\$ 20.86	\$ 21.50	\$ 22.14	\$ 22.80	\$ 23.49	\$ 24.19
Attorney	Legal Assistant/Victim Witness Coordinator	12	\$ 19.06	\$ 19.65	\$ 20.25	\$ 20.84	\$ 21.48	\$ 22.12	\$ 22.78	\$ 23.47	\$ 24.17	\$ 24.89	\$ 25.64
Assessor	Appraiser	12	\$ 19.06	\$ 19.65	\$ 20.25	\$ 20.84	\$ 21.48	\$ 22.12	\$ 22.78	\$ 23.47	\$ 24.17	\$ 24.89	\$ 25.64
Information Technology	Technical Support Specialist	13	\$ 20.21	\$ 20.83	\$ 21.46	\$ 22.10	\$ 22.76	\$ 23.45	\$ 24.15	\$ 24.87	\$ 25.62	\$ 26.38	\$ 27.18
Land Records	GIS Specialist	13	\$ 20.21	\$ 20.83	\$ 21.46	\$ 22.10	\$ 22.76	\$ 23.45	\$ 24.15	\$ 24.87	\$ 25.62	\$ 26.38	\$ 27.18
Assessor	Deputy Assessor	14	\$ 21.42	\$ 22.08	\$ 22.74	\$ 23.43	\$ 24.13	\$ 24.85	\$ 25.60	\$ 26.36	\$ 27.15	\$ 27.96	\$ 28.81
Land Records	GIS Coordinator	17	\$ 25.51	\$ 26.30	\$ 27.08	\$ 27.89	\$ 28.73	\$ 29.60	\$ 30.48	\$ 31.39	\$ 32.34	\$ 33.30	\$ 34.31

Department	Title	2018	Hourly Rate										
		Grade	1	2	3	4	5	6	7	8	9	10	11
Administration	Custodian	7	\$ 14.52	\$ 14.97	\$ 15.43	\$ 15.88	\$ 16.38	\$ 16.85	\$ 17.36	\$ 17.88	\$ 18.42	\$ 18.96	\$ 19.54
Veterans Services	Office Manager - VS	9	\$ 16.32	\$ 16.82	\$ 17.33	\$ 17.85	\$ 18.39	\$ 18.93	\$ 19.50	\$ 20.09	\$ 20.71	\$ 21.31	\$ 21.96
Extension	Office Manager - Ext	9	\$ 16.32	\$ 16.82	\$ 17.33	\$ 17.85	\$ 18.39	\$ 18.93	\$ 19.50	\$ 20.09	\$ 20.71	\$ 21.31	\$ 21.96
Attorney	Legal Assistant /Office Manager	11	\$ 18.33	\$ 18.90	\$ 19.47	\$ 20.05	\$ 20.67	\$ 21.28	\$ 21.93	\$ 22.58	\$ 23.26	\$ 23.96	\$ 24.67
Auditor	Deputy Auditor	11	\$ 18.33	\$ 18.90	\$ 19.47	\$ 20.05	\$ 20.67	\$ 21.28	\$ 21.93	\$ 22.58	\$ 23.26	\$ 23.96	\$ 24.67
Assessor	Property Technician	11	\$ 18.33	\$ 18.90	\$ 19.47	\$ 20.05	\$ 20.67	\$ 21.28	\$ 21.93	\$ 22.58	\$ 23.26	\$ 23.96	\$ 24.67
Treasurer	Chief Deputy Treasurer	11	\$ 18.33	\$ 18.90	\$ 19.47	\$ 20.05	\$ 20.67	\$ 21.28	\$ 21.93	\$ 22.58	\$ 23.26	\$ 23.96	\$ 24.67
Land Records	Chief Deputy Land Records	11	\$ 18.33	\$ 18.90	\$ 19.47	\$ 20.05	\$ 20.67	\$ 21.28	\$ 21.93	\$ 22.58	\$ 23.26	\$ 23.96	\$ 24.67
Attorney	Legal Assistant/Victim Witness Coordinator	12	\$ 19.44	\$ 20.04	\$ 20.66	\$ 21.26	\$ 21.91	\$ 22.56	\$ 23.24	\$ 23.94	\$ 24.65	\$ 25.39	\$ 26.15
Assessor	Appraiser	12	\$ 19.44	\$ 20.04	\$ 20.66	\$ 21.26	\$ 21.91	\$ 22.56	\$ 23.24	\$ 23.94	\$ 24.65	\$ 25.39	\$ 26.15
Information Technology	Technical Support Specialist	13	\$ 20.61	\$ 21.25	\$ 21.89	\$ 22.54	\$ 23.22	\$ 23.92	\$ 24.63	\$ 25.37	\$ 26.13	\$ 26.91	\$ 27.72
Land Records	GIS Specialist	13	\$ 20.61	\$ 21.25	\$ 21.89	\$ 22.54	\$ 23.22	\$ 23.92	\$ 24.63	\$ 25.37	\$ 26.13	\$ 26.91	\$ 27.72
Assessor	Deputy Assessor	14	\$ 21.85	\$ 22.52	\$ 23.19	\$ 23.90	\$ 24.61	\$ 25.35	\$ 26.11	\$ 26.89	\$ 27.69	\$ 28.52	\$ 29.39
Land Records	GIS Coordinator	17	\$ 26.02	\$ 26.83	\$ 27.62	\$ 28.45	\$ 29.30	\$ 30.19	\$ 31.09	\$ 32.02	\$ 32.99	\$ 33.97	\$ 35.00

Department	Title	2019	Hourly Rate										
		Grade	1	2	3	4	5	6	7	8	9	10	11
Administration	Custodian	7	\$ 14.81	\$ 15.27	\$ 15.74	\$ 16.20	\$ 16.71	\$ 17.19	\$ 17.71	\$ 18.24	\$ 18.79	\$ 19.34	\$ 19.93
Veterans Services	Office Manager - VS	9	\$ 16.65	\$ 17.16	\$ 17.68	\$ 18.21	\$ 18.76	\$ 19.31	\$ 19.89	\$ 20.49	\$ 21.12	\$ 21.74	\$ 22.40
Extension	Office Manager - Ext	9	\$ 16.65	\$ 17.16	\$ 17.68	\$ 18.21	\$ 18.76	\$ 19.31	\$ 19.89	\$ 20.49	\$ 21.12	\$ 21.74	\$ 22.40
Attorney	Legal Assistant /Office Manager	11	\$ 18.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Auditor	Deputy Auditor	11	\$ 18.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Assessor	Property Technician	11	\$ 18.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Treasurer	Chief Deputy Treasurer	11	\$ 18.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Land Records	Chief Deputy Land Records	11	\$ 18.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Attorney	Legal Assistant/Victim Witness Coordinator	12	\$ 19.83	\$ 20.44	\$ 21.07	\$ 21.69	\$ 22.35	\$ 23.01	\$ 23.70	\$ 24.42	\$ 25.14	\$ 25.90	\$ 26.67
Assessor	Appraiser	12	\$ 19.83	\$ 20.44	\$ 21.07	\$ 21.69	\$ 22.35	\$ 23.01	\$ 23.70	\$ 24.42	\$ 25.14	\$ 25.90	\$ 26.67
Information Technology	Technical Support Specialist	13	\$ 21.02	\$ 21.68	\$ 22.33	\$ 22.99	\$ 23.68	\$ 24.40	\$ 25.12	\$ 25.88	\$ 26.65	\$ 27.45	\$ 28.27
Land Records	GIS Specialist	13	\$ 21.02	\$ 21.68	\$ 22.33	\$ 22.99	\$ 23.68	\$ 24.40	\$ 25.12	\$ 25.88	\$ 26.65	\$ 27.45	\$ 28.27
Assessor	Deputy Assessor	14	\$ 22.29	\$ 22.97	\$ 23.65	\$ 24.38	\$ 25.10	\$ 25.86	\$ 26.63	\$ 27.43	\$ 28.24	\$ 29.09	\$ 29.98
Land Records	GIS Coordinator	17	\$ 26.54	\$ 27.37	\$ 28.17	\$ 29.02	\$ 29.89	\$ 30.79	\$ 31.71	\$ 32.66	\$ 33.65	\$ 34.65	\$ 35.70

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.

Employee	Hire Date	2016	2017	12/2016	12/31/2016	1/1/2017	2017 Increase		1/1/2018	2018 Increase		1/1/2019	2019 Increase	
		Grade	Grade	Step	Rate	Rate	Rate	Date	Rate	Rate	Date	Rate	Rate	Date
AUGESON/STACY J	2/29/2016	11	12	4	\$ 20.26	\$ 20.84	\$ 21.48	2/29	\$ 21.91	\$ 22.56	2/29	\$ 23.01	\$ 23.70	2/29
BAGENT/CHELSEY	9/12/2016	12	13	2	\$ 20.25	\$ 20.83	\$ 21.46	9/12	\$ 21.89	\$ 22.54	9/12	\$ 22.99	\$ 23.68	9/12
JOHNSON/KRISTY	9/28/2016	12	13	1	\$ 19.65	\$ 20.21	\$ 20.83	9/28	\$ 21.25	\$ 21.89	9/28	\$ 22.33	\$ 22.99	9/28
LINDSTROM/TONI J	10/27/1997	10	11	10	\$ 22.82	\$ 23.49	\$ 24.19	10/27	\$ 24.67			\$ 25.16		
MOLDEN/MARLENE T	4/23/2007	10	11	7	\$ 20.88	\$ 21.50	\$ 22.14	4/23	\$ 22.58	\$ 23.26	4/23	\$ 23.73	\$ 24.44	4/23
NAIG/MELISSA K	10/31/2016	6	7	5	\$ 15.59	\$ 16.06	\$ 16.52	10/31	\$ 16.85	\$ 17.36	10/31	\$ 17.71	\$ 18.24	10/31
ORR/TERRI L	9/26/2011	8	9	3	\$ 16.51	\$ 16.99	\$ 17.50	9/26	\$ 17.85	\$ 18.39	9/26	\$ 18.76	\$ 19.31	9/26
PEDERSON/COLLEEN	6/2/1998	10	11	10	\$ 22.82	\$ 23.49	\$ 24.19	6/2	\$ 24.67			\$ 25.16		
PUTZ/MELANIE L	10/12/2015	11	12	1	\$ 18.53	\$ 19.06	\$ 19.65	10/12	\$ 20.04	\$ 20.66	10/12	\$ 21.07	\$ 21.69	10/12
ROBERTS/CARLA L	1/1/1983	10	11	10	\$ 22.82	\$ 23.49	\$ 24.19	1/1	\$ 24.67			\$ 25.16		
SCHWENDEMANN/DARLA L	5/19/2014	11	12	1	\$ 18.53	\$ 19.06	\$ 19.65	5/19	\$ 20.04	\$ 20.66	5/19	\$ 21.07	\$ 21.69	5/19
SMITH/STEPHANIE	1/17/2017	8	9	1	\$ 15.56	\$ 16.00	\$ 16.49	1/17	\$ 16.82	\$ 17.33	1/17	\$ 17.68	\$ 18.21	1/17
STANLEY/MONICA	1/1/2006	10	11	4	\$ 19.11	\$ 19.66	\$ 20.26	1/1	\$ 20.67	\$ 21.28	1/1	\$ 21.71	\$ 22.37	1/1
THOMPSON/BRIAN	6/2/2008	12	13	10	\$ 25.64	\$ 26.38	\$ 27.18	6/2	\$ 27.72			\$ 28.27		

APPENDIX B. SEXUAL HARASSMENT POLICY

I. POLICY.

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

II. DEFINITION.

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

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

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

III. PROCEDURE.

INFORMAL PROCEDURE:

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

FORMAL PROCEDURE:

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

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

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

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

APPENDIX C – MEMORANDUM OF UNDERSTANDINGS

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

MEMORANDUM OF UNDERSTANDING

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

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

The Employer and the Union agree to the following:

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

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

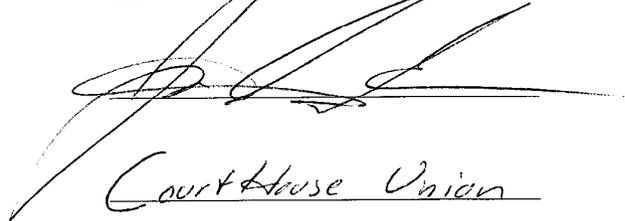
For the Employer:





For the Union:





Court House Union



Request for Board Action

BOARD MEETING DATE:
January 17, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Janice Fransen	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving 2017-2019 wages and benefits for confidential employee.	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Because of the nature of their work, participation in labor negotiations and access to confidential labor data, the confidential employee(s) do not participate in meetings with the non-union group and are not organized in any union. Recommend adopting the same wage and benefits as the Courthouse union and what has been offered to the non-union group.	
<ol style="list-style-type: none"> 2017 employee monthly insurance contribution: CMM S-\$79.25/F-\$526.00; VEBA S-\$35.75/F-\$449.50; HSA S-\$0/F-\$241.50. For 2018 & 2019, the lowest cost plan will be no cost for single, and for other plans the employee will split the difference 50%. For dependent, the County and employee will split cost of increase 50/50. The CMM Plan will be discontinued and no longer offered after Dec. 31, 2018. Wellness Program: Employees will need to complete up to 5 health wellness program points. The county agrees to offer a minimum of 12 health wellness points throughout the year. On 1/1/17 all positions will move up one grade on the pay plan and all employees will move down one step. They will remain eligible for a step increase in 2017. In effect this will result in a 3% increase for all employees on 1/1/17 and a 3% increase for all employees on their anniversary dates. The agreement provides for the following COLA adjustments on the wage table, plus all employees, other than those who are at or exceed the top step, will remain eligible for a step increase: 2% on Jan. 1, 2018, 2% on Jan. 1, 2019. 	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: Reviewed by the County's Labor Attorney	COMMENTS: None

RESOLUTION

APPROVING 2017-2019 CONFIDENTIAL EMPLOYEES WAGES AND BENEFITS

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the 2017-2019 Wages and Benefits for Confidential Employees are approved as attached in Exhibit "B."

Adopted on a _____ vote by the Swift County Board of County Commissioners the 17th day of January 2017.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Amanda Ness
Clerk of the Board

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___

EXHIBIT B
Summary of Changes
Confidential Employees 2017-2019

1. 2017 employee monthly insurance contribution: CMM S-\$79.25/F-\$526.00; VEBA S-\$35.75/F-\$449.50; HSA S-\$0/F-\$241.50. For 2018 & 2019, the lowest cost plan will be no cost for single, and for other plans the employee will split the difference 50%. For dependent, the County and employee will split cost of increase 50/50.
2. The CMM Plan will be discontinued and no longer offered after Dec. 31, 2018.
3. Wellness Program: Employees will need to complete up to 5 health wellness program points. The county agrees to offer a minimum of 12 health wellness points throughout the year.
4. On 1/1/17 all positions will move up one grade on the pay plan and all employees will move down one step. They will remain eligible for a step increase in 2017. In effect this will result in a 3% increase for all employees on 1/1/17 and a 3% increase for all employees on their anniversary dates.
5. The agreement provides for the following COLA adjustments on the wage table, plus all employees, other than those who are at or exceed the top step, will remain eligible for a step increase: 2% on Jan. 1, 2018, 2% on Jan. 1, 2019.



Request for Board Action

BOARD MEETING DATE:
January 17, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Public Hearing CD #52 to consider redetermination and increase pipes as per hydraulic study	
AGENDA YOU ARE REQUESTING TIME ON: 1:00 PM, Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: MN Statute requires the Drainage Authority hold a Public Hearing to move on these matters.
BACKGROUND/JUSTIFICATION: A request was made to do a hydraulic study on the pipe under CSAR #6.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? request was approved an study done	

Budget Information

FUNDING: CD #52 Ditch Fund

Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR:
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

STATE OF MINNESOTA
SWIFT COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR SWIFT COUNTY DITCH 52

The matter of the Proposed Repair of Swift County Ditch 52 Pursuant to Statutes Section 103E.721

Hearing Agenda

Opening of Hearing and Introductions – *Eric Rudningen, Board Chairman*

Purpose of Hearing – *John Kolb*

Drainage System Repair (Hydraulic Capacity of Bridges, 103E.721)

Record of Notice Requirements – *Mike Johnson*

Engineer’s Report and Recommendation – *Brent Johnson*

Public Comment and Questions – *Board President*

Board Deliberations – *Board Chairman* If the drainage authority finds that existing bridges and culverts provide insufficient hydraulic capacity for the efficient operation of the drainage system as originally constructed or subsequently improved, the drainage authority shall make findings accordingly, and may order that the hydraulic capacity be increased by constructing bridges or installing culverts of a sufficient capacity.

- a. If as part of the proceedings the drainage authority determines that the original benefits or damages determined in a drainage proceeding do not reflect reasonable present day land values or that the benefited or damaged areas have changed, the drainage authority may appoint three viewers to redetermine and report the benefits and damages and the benefited and damaged areas.
- b. The drainage authority may stay the repair during redetermination.

NOTICE OF PUBLIC HEARING
SWIFT COUNTY DITCH #52

TO ALL PERSONS INTERESTED IN SWIFT COUNTY DITCH #52

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that a request for a hydraulic study has been received to check adequacy of existing road crossing and the Swift County Board of Commissioners acting as Drainage Authority for CD #52 approved, on their own motion, at their regular meeting November 15, 2016 that the hydraulic study be done as per §103E.721 Subd.1 .

YOU WILL FURTHER TAKE NOTICE that said Hydraulic Study was presented to the Swift County Drainage Authority December 20, 2016 and that a Public Hearing has been set for January 17, 2017 at 1:00 PM at the Swift County Courthouse in the city of Benson, Minnesota and all persons interested in said ditch may appear, be heard and present comments for or against increased capacity of culvert under Swift County Road #6.



Kimberly Saterbak
Swift County Auditor

Public Hearing Purpose:

Approve or deny request to match pipe sizes as per Hydraulic Study
Possibly Order Redetermination

If you have any questions or would like more information, please contact Mike Johnson at:

Swift County Parks, Drainage & Wetlands
Box 241
Benson, MN 56215

320-843-5341



Request for Board Action

BOARD MEETING DATE:
January 17,2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: HRA	REQUESTOR: Vicki Syverson	REQUESTOR PHONE: 320-843-6112
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a Resolution approving State of Minnesota Joint Powers Agreements with the County of Swift on behalf of its County Attorney and Sheriff to allow criminal background checks to be done on tenants in HRA owned housing.	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: This agreement allows the HRA to have criminal background checks done on tenants in HRA housing. The agreement was previously approved by the HRA Board, however, it must not be approved by the County Board.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: n/a	COMMENTS: None

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF _____ ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF

WHEREAS, the County of _____ on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the County Board of _____, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of _____ on behalf of its County Attorney and Sheriff are hereby approved.

2. That the [title]_____, [name]_____, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, [name or position name] is appointed as the Authorized Representative's designee.

3. That the [title]_____, [name]_____, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, [name or position name] is appointed as the Authorized Representative's designee.

4. That _____, the Chair of the County of _____, and _____, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, _____.

COUNTY OF _____

By: [name of board chair]
Its Board Chair

ATTEST:

By: [name]
Its County Board Clerk

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and Swift County Housing and Redevelopment Authority ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 Effective date: This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 Expiration date: This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Victoria Syverson, Director, Courthouse basement, 301 14th Street N, PO Box 207, Benson, MN 56215, (320) 843-4676, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat.

Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____



Request for Board Action

BOARD MEETING DATE:
January 17, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Provide guidance for addressing the snow removal issue at specific county buildings	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Swift County owns and leases buildings in Benson that require snow removal services. These services have at one time been contracted out to a third party to complete. The courthouse has been assigned as a task for a courthouse employee, as part of their job description. With the changes that have occurred, some of these buildings are not being adequately served. Attached are some options for the Board's review with costs associated.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

**Swift County Snow Removal
Short-term Options**

	Current	Option 1	Option 2	Option 3
Courthouse	In Melissa's Job Duties	In Melissa's Job Duties	Remove from Melissa's duties and contract services	Each Building enters into a separate contract
LEC	In Melissa's Job Duties	In Melissa's Job Duties		
Human Services	Contracted for 3 years	Contracted	Add these buildings to the Human Service Contract	
Countryside Public Health	Parking lot only	County		
County Attorney	None	County		
Prairie 5	PL/County - sidewalks/contracted	County	PL/County - sidewalks/contracted	
Swift County Historical Society	County	County	County	

Assumptions and Concerns:

This will address the short-term needs that can be revisited later

The County has the equipment to perform these duties, but may not have staff

Currently, no companies are willing to take on all the buildings

The bid to add a heated cab to our existing John Deere tractor (located at the Courthouse) is \$5,621.13

Contracted amounts range from \$60/hr to \$85/equipment hr & \$35/non-equipment hr.

Quote Summary

Prepared For:
 Swift County Enviromental
 Po Box 288
 Benson, MN 56215

Prepared By:
 Steve Shea
 Amundson Peterson, Inc.
 380 Atlantic Avenue
 Benson, MN 56215
 Phone: 320-843-2610
 Mobile: 320-760-2777
 steve.shea@amundsonpeterson.com

Quote Id: 14585568
Created On: 10 January 2017
Last Modified On: 12 January 2017
Expiration Date: 25 January 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE ROPS Hard Cab	\$ 6,356.95	\$ 5,621.13 X	1 =	\$ 5,621.13
Equipment Total				\$ 5,621.13

Quote Summary

Equipment Total	\$ 5,621.13
SubTotal	\$ 5,621.13
Est. Service Agreement Tax	\$ 0.00
Total	\$ 5,621.13
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 5,621.13

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 14585568

Customer: SWIFT COUNTY ENVIROMENTAL

JOHN DEERE ROPS Hard Cab				
Hours:				Suggested List
Stock Number:				\$ 6,356.95
				Selling Price
				\$ 5,621.13
Code	Description	Qty	Unit	Extended
9356M	ROPS Hard Cab	1	\$ 4,799.00	\$ 4,799.00
Standard Options - Per Unit				
001A	US and Canada	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Dealer Attachments				
BM25094	Heater quick connect kit (X710,X730, X734,X738,X739,X750,X754,X758)	1	\$ 186.25	\$ 186.25
BM25033	Heater, Tuck-Away	1	\$ 471.70	\$ 471.70
Dealer Attachments Total				\$ 657.95
Other Charges				
	Freight	1	\$ 250.00	\$ 250.00
	Setup	1	\$ 650.00	\$ 650.00
Other Charges Total				\$ 900.00
Suggested Price				\$ 6,356.95
Customer Discounts				
Customer Discounts Total			\$ -735.82	\$ -735.82
Total Selling Price				\$ 5,621.13



Request for Board Action

BOARD MEETING DATE:
January 17, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Click here to enter text.	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving 2017-2019 wages and benefits for the non-union group.	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
<p>BACKGROUND/JUSTIFICATION:</p> <p>The County held a series of meetings with representatives from the non-union group on 2017-2019 wages and benefits. The meetings resulted in an agreement that contains many of the elements of the previously settled contracts:</p> <ol style="list-style-type: none"> 2017 employee monthly insurance contribution: CMM S-\$79.25/F-\$526.00; VEBA S-\$35.75/F-\$449.50; HSA S-\$0/F-\$241.50. For 2018 & 2019, the lowest cost plan will be no cost for single, and for other plans the employee will split the difference 50% . For dependent, the County and employee will split cost of increase 50/50. The CMM Plan will be discontinued and no longer offered after Dec. 31, 2018. Wellness Program: Employees will need to complete up to 5 health wellness program points. The county agrees to offer a minimum of 12 health wellness points throughout the year. On 1/1/17 all positions will move up one grade on the pay plan and all employees will move down one step. They will remain eligible for a step increase in 2017. In effect this will result in a 3% increase for all employees on 1/1/17 and a 3% increase for all employees on their anniversary dates. Employees that have not transitioned to the new pay plan will do so on Jan. 1, 2017 as follows: <ol style="list-style-type: none"> If the hourly wage equals a step on the new wage scale then the employee moves to that step on the new wage scale; If the hourly wage falls between two steps then the employee shall receive the higher of the two steps. If the hourly wage of an employee exceeds the top step for that position, that individual's wage will be frozen at their current rate until such time that their hourly wage falls within the pay range of the grade the position is rated at, other than any COLA adjustments granted. The agreement provides for the following COLA adjustments on the wage table, plus all employees, other than those who are at or exceed the top step, will remain eligible for a step increase: 2% on Jan. 1, 2018, 2% on Jan. 1, 2019. If the hourly wage of an employee exceeds the top step for that position, that individual's wage will receive 1.5% COLA on Jan. 1, 2017, 1% on Jan. 1, 2018 and 1% on Jan. 1, 2019 as long as the wage continues to exceed the top step. If their wage rate falls back into the pay range for their position, they will become eligible for the same COLA adjustment as otherwise granted under this agreement. <p>Members of this group have agreed to the terms of the proposed agreement. The County's negotiating team is recommending approval of the agreement as presented.</p>	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: Reviewed by the County's Labor Attorney	COMMENTS: None

RESOLUTION

APPROVING 2017-2019 NON-UNION WAGES AND BENEFITS

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the 2017-2019 Non-Union Wages and Benefits are approved as attached in Exhibit "B".

Adopted on a ____ vote by the Swift County Board of County Commissioners the ____ day of _____ 2017.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Amanda Ness
Clerk of the Board

Fox - Hendrickx - E Pederson -
P Peterson - Rudningen -

EXHIBIT B
Summary of Changes
Non-Union 2017-2019

1. 2017 employee monthly insurance contribution: CMM S-\$79.25/F-\$526.00; VEBA S-\$35.75/F-\$449.50; HSA S-\$0/F-\$241.50. For 2018 & 2019, the lowest cost plan will be no cost for single, and for other plans the employee will split the difference 50% . For dependent, the County and employee will split cost of increase 50/50.
2. The CMM Plan will be discontinued and no longer offered after Dec. 31, 2018.
3. Wellness Program: Employees will need to complete up to 5 health wellness program points. The county agrees to offer a minimum of 12 health wellness points throughout the year.
4. On 1/1/17 all positions will move up one grade on the pay plan and all employees will move down one step. They will remain eligible for a step increase in 2017. In effect this will result in a 3% increase for all employees on 1/1/17 and a 3% increase for all employees on their anniversary dates.
5. Employees that have not transitioned to the new pay plan will do so on Jan. 1, 2017 as follows:
 - a. If the hourly wage equals a step on the new wage scale then the employee moves to that step on the new wage scale;
 - b. If the hourly wage falls between two steps then the employee shall receive the higher of the two steps.
 - c. If the hourly wage of an employee exceeds the top step for that position, that individual's wage will be frozen at their current rate until such time that their hourly wage falls within the pay range of the grade the position is rated at, other than any COLA adjustments granted.
6. The agreement provides for the following COLA adjustments on the wage table, plus all employees, other than those who are at or exceed the top step, will remain eligible for a step increase: 2% on Jan. 1, 2018, 2% on Jan. 1, 2019.
7. If the hourly wage of an employee exceeds the top step for that position, that individual's wage will receive 1.5% COLA on Jan. 1, 2017, 1% on Jan. 1, 2018 and 1% on Jan. 1, 2019 as long as the wage continues to exceed the top step. If their wage rate falls back into the pay range for their position, they will become eligible for the same COLA adjustment as otherwise granted under this agreement.



Request for Board Action

BOARD MEETING DATE:
January 17, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Janice Fransen	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a 1.5% 2017 cost of living increase for the County Engineer effective January 1, 2017.	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The original contract states that “[f]uture salary adjustments will be in a percentage at least equal to that given to other management employees and will be granted at the same time as for other management employees, subject to Board approval and a satisfactory performance evaluation.” The Engineer is over the top of the pay plan. The only other similarly situated employee that has been settled is the County Treasurer, who was given a 1.5% COLA. There are two other management employees who are also over the top – they have been offered the same adjustment. I spoke with the Yellow Medicine County Administrator and they are OK with this wage adjustment.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Approve retroactively
COMMENTS: n/a	COMMENTS: None

RESOLUTION

COUNTY ENGINEER 2017 COST-OF-LIVING INCREASE

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, the County Engineer shall receive the same cost of living and other benefits provided to similarly situated non-union employees for 2017.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 17th day of January 2017.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Amanda Ness
Clerk of the Board

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___



Request for Board Action

BOARD MEETING DATE:
January 17, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Janice Fransen	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider granting additional compensation for those who are assuming increased responsibilities in the absence of a County Administrator.	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: County Policy 201.44 (E) states that “[w]hen an extended vacancy exists in a supervisory or Department Head position and an employee is requested to fill that position, the County Board, at its discretion, may provide additional compensation.” The policy is silent on the amount of compensation. My recommendation is to consider the amount of time and effort involved with the additional assignments and to grant an increase of 1% - 5%. (5% is the minimum amount being proposed in the labor contracts for a promotion to a new position. I am recommending up to 5% because the full position is not being assumed.)	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None